City Commission Regular Meeting
Tuesday, August 12, 2025 at 6:30 PM

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

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Celebrating 40th Anniversary of Jimmy Lane Surfing Academy

5. CITY MANAGER'S REPORT

5.A City Manager's Report

6. PUBLIC PARTICIPATION

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

7. CONSENT AGENDA

7.A Consider the adoption of the minutes from the City Commission special and regular meetings held on Tuesday, July 22, 2025.

7.B Consider the approval of a License Agreement for a paver parking area in right-of-way at 303 Normandy Avenue

7.C Consider the approval for award of RFP 14-25-LS for the Golf Course's Cart Fleet to Club Car LLC.

7.D Consider the approval of the Release of Unity of Title Agreement and Termination of License Agreement.

7.E Consider the approval of the transfer of K9 Loki to another law enforcement agency.

7.F Special Event: Consider the approval of the Art Fiesta 2026, to be held on Saturday February 21 and Sunday February 22, 2026.

7.G Special Event: Consider the approval of the Canal Street Nights Events for 2025-2026, to be held on four Thursdays: October 16, 2025, November 20, 2025, February 19, 2026 and March 19, 2026.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the acceptance and approval of the Final Report from the Charter Review Committee.

8.B Consider the approval of a Real Estate Purchase Agreement for a Turnbull Creek Conservation property owned by Blossom Development

8.C Consider the approval of a Real Estate Purchase Agreement for a Turnbull Creek Conservation property owned by Festival Properties.

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

10.A Ordinance No. 40-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use category from Industrial Mixed Use to Industrial on approximately 0.59 + acres of land located on the southeast corner of South Myrtle Avenue and W 7th Street.

10.B Ordinance No. 45-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would approve a proposed text amendment, to the City's Land Development Regulations, to prohibit advertising of unpermitted uses in a zoning district.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 41-25: Conduct a First Reading of an Ordinance, which, if adopted, at a Second Reading and Public Hearing, would amend sign definitions and required improvements.

11.B Ordinance No. 43-25: Conduct the First Reading of an Ordinance, which, if adopted upon the Second Reading and Public Hearing, would grant a non-exclusive franchise agreement to VPL Logistics, LLC.

11.C Ordinance No. 44-25: Conduct a First Reading of an Ordinance, which, if adopted, upon Second Reading and Public Hearing would repeal Ordinance No. 07-25 and adopt a new ordinance adopting a revised boating-restricted area within 500 feet of a sewage pump out station near Yacht Club Island.

11.D Ordinance No. 46-25: Conduct the First Reading of an Ordinance, which, if adopted, at Second Reading and Public Hearing would set a referendum on proposed revisions to the Charter to revise the Mayoral Term from 2 years to 4 years, and adopt ballot language for the electorate to consider on November 4, 2025.

11.E Ordinance No. 47-25: Conduct a First Reading of an Ordinance which, if adopted at the Second Reading and Public Hearing, would set a referendum on revisions to the City Charter which would provide for a candidate who secures the majority vote in a primary election to be elected to office, and adopt ballot language for the electorate to consider on November 4, 2025.

11.F Ordinance No. 48-25: Conduct a First Reading of an ordinance which, if

adopted at the Second Reading and Public Hearing, would set a referendum on the proposed revisions to the City Charter to change the City Clerk's employment designation as a charter officer to department head, and adopt ballot language for the electorate to consider on November 4, 2025.

11.G Ordinance No. 49-25: Conduct a First Reading of an ordinance, which, if adopted at the Second Reading and Public Hearing, would set a referendum on the proposed revision to the City Charter to adopt the city commission salary in the Charter and to increase the percentage, and adopt ballot language for the electorate to consider on November 4, 2025.

11.H Ordinance No. 50-25: Conduct a First Reading of an ordinance, which, if adopted at the Second Reading and Public Hearing, would set a referendum on the proposed revision to Section 6.03 - Historic Preservation, of the Charter for the City of New Smyrna Beach, and adopt ballot language for the electorate to consider on November 4, 2025.

11.I Ordinance No. 51-25: Conduct a First Reading of an ordinance, which, if adopted at the Second Reading and Public Hearing, would set a referendum on the proposed addition of Section 6.05 - Cultural Arts, to the Charter for the City of New Smyrna Beach, and adopt ballot language for the electorate to consider on November 4, 2025.

11.J Ordinance No. 52-25: Conduct a First Reading of an ordinance, which, if adopted at the Second Reading and Public Hearing, would set a referendum on the proposed revision to Section 7.03 Charter Review, of the Charter for the City of New Smyrna Beach, and adopt ballot language for the electorate to consider on November 4, 2025.

12. BOARDS AND COMMISSIONS

12.A Consider the appointment of two (2) members to the Utilities Commission to fill the current vacancies.

12.B Board Vacancy Notice: Historic Preservation Commission

12.C Board Vacancy Notice: Building Trades Examining Board

13. MAYOR AND COMMISSIONER COMMENTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

15.A Resolution No. 22-25: Consider the adoption of a Resolution that would authorize the City to participate in a class action lawsuit against the State of Florida in opposition to Senate Bill 180.

16. ADJOURNMENT

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

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

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

PROCLAMATION: CELEBRATING 40TH ANNIVERSARY OF JIMMY LANE SURFING ACADEMY

August 12, 2025

Background:

The City Commission will present a Proclamation to Jimmy Lane celebrating the 40th year of the Jimmy Lane Surfing Academy.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Jimmy Lane 40th Anniversary.pdf

City of New Smyrna Beach
Proclamation Celebrating
The 40th Anniversary of the
Jimmy Lane Surfing Academy

WHEREAS, this year marks the **40th Anniversary of the Jimmy Lane Surfing Academy**, which has, for over four decades, played a pivotal role in shaping the lives of countless young surfers, fostering competition, camaraderie, and a deep respect for the ocean; and the legacy of Jimmy Lane is a testament to the dedication, passion, and perseverance that define the athletes who represent our city; and

WHEREAS, Jimmy Lane, a proud New Smyrna Beach native, has become a symbol of excellence, both in the world of surfing and in the realm of community service, having earned the prestigious title of World No. 1 surfer during his illustrious professional career; and

WHEREAS, Jimmy has contributed to the growth of East Coast surfing history, not only as a world-renowned surfer, but also as an influential surf artist who has airbrushed thousands of surfboards, carving a unique niche for himself in the industry; and

WHEREAS, as co-founder of the East Coast Surfing History Wing at the New Smyrna Beach History Museum, Jimmy has generously donated his time and resources to raise awareness and funds to preserve our city's rich surf culture for future generations; and

WHEREAS, Jimmy Lane has served as a compassionate and dedicated ambassador of surfing, embodying a positive image of the sport and providing invaluable support to our local beach and surf industry, fostering tourism and community growth; and

WHEREAS, Jimmy's deep commitment to ocean safety and education has led him to mentor and educate hundreds of children and adults every year about vital beach safety and life skills, helping ensure the well-being of beachgoers along Volusia County's coast; and

WHEREAS, Jimmy Lane's longstanding support of the Volusia County lifeguards, utilizing his professional experience as a former lifeguard, has been instrumental in identifying and mitigating potential hazards at our beaches; and
WHEREAS, for over 35 years, Jimmy has passionately led the Leisure Services Department's (formerly Parks & Recreation) summer camp surf program, instilling the values of teamwork, competition, and courage in countless youth while raising critical funds for the department; and

WHEREAS, Jimmy's lasting influence is evident in the many generations of individuals who have participated in his programs and continue to return to New Smyrna Beach as adults, bringing their own children to experience the same joy, education, and community spirit that he helped foster;

NOW, THEREFORE, I, **Fred E. Cleveland**, Mayor of the City of New Smyrna Beach, on behalf of the City Commission and the citizens of New Smyrna Beach, do hereby recognize and celebrate the remarkable contributions of **Jimmy Lane**.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Smyrna Beach to be affixed this 12th day of August, 2025.

Fred E. Cleveland
Mayor

Sharon Taylor-Harding
Interim City Clerk

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

CITY MANAGER'S REPORT

August 12, 2025

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 8-12-25 with KC Edits.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Kevin Cowper, City Manager

Re: **City Manager's Report – August 12, 2025**

Date: August 6, 2025

- Continued preparations for the 2026 Fiscal Year Budget scheduled to be approved September 23. A special meeting was held on July 22 to set the proposed 2026 millage rate. A second budget workshop was held on August 6.

- Participated in several meetings and discussions concerning the ongoing Police and Fire union contract negotiations.

- The Finance Department issued an invitation for sealed bids on July 21 for the Pettis Park Pavillion project which involves procurement and installation of a pavilion within Pettis Park located at 800 Mary Avenue. The bid deadline is August 25 and the bid opening is August 26.

- The Finance Department reissued a Request for Proposals for Naming Rights and Sponsorship Services including developing a program for naming rights and obtaining sponsorships for the City. The deadline for responses is August 25 and proposals will be opened August 26.

- Met with Chamber of Commerce representatives to discuss the lease for Chamber of Commerce Building on July 22.

- Attended the Volusia County Managers Association Meeting on July 23 to collaborate with local City/County Managers on common issues.

- Attended the VLOC Dinner hosted by Volusia County on July 24 in Deland and heard updates from local government representatives and business enterprises.

- Attended the Special City Commission Meeting on July 28 to hear the Charter Review Commissions' report and recommendations.

- Met with City staff to discuss Marina operations and rates on July 29.

- Attended the City Commission Budget Workshop on August 6 and presented/discussed the proposed 2026 Fiscal Year Budget.

- Will attend the Joint Interagency/Capital Projects Review bi-monthly meeting on August 7.

- Will meet with Mobility & Parking Director on August 7 to discuss parking initiatives.

- Please find attached the Capital Project Monthly Report.

- Please find attached the Stormwater Monthly Report.

- Please find attached the attached monthly Parking Report.

- Stay tuned for upcoming update presentations on stormwater/flooding, capital projects, parking, and economic development.

- Should you have any questions or need additional information or clarification on any of the teams presented in this report, please let me know.

NSB Monthly CIP Report

Created By	Olivia Thomas
Date of Report	7/31/2025

Projects Completed & Key Accomplishments

Project Manager/Task Owne	Project	Status
Kyle Fegley / Olivia Thomas	Historic Westside Stormwater Plan was awarded $1 million in State Appropriation grant funding.	7/9/2025
Jesse Kobe	AOB Shoreline Revetment Part 2 has completed bidding.	7/22/2025
Jesse Kobe	Paige Avenue Pickleball Courts Phase 2 Construction was awarded.	7/8/2025
Jesse Kobe	Brannon Center Pier demolition completed.	7/17/2025

Upcoming

Key Events, Major Milestones, & Goals
☐ 27th Avenue Repairs awarded to Gregori Construction
☐ AOB Site P2 Shoreline Revetment - Bids in Review
☐ North Causeway Dock Replacement to start in August
☐ Taxiway Bravo Project on track
☐ North Atlantic Drainage running smoothly
☐ Brannon Center Pier construction ongoing
☐
☐

Projects To Be Advertised For Bid

Project	Phase	Project Manager	Status
Pettis Park Pavillion	Construction	Olivia Thomas	Advertised
Airport Admin Building	Construction	Airport	Draft
Washington Street	Construction	Kyle Fegley	Draft
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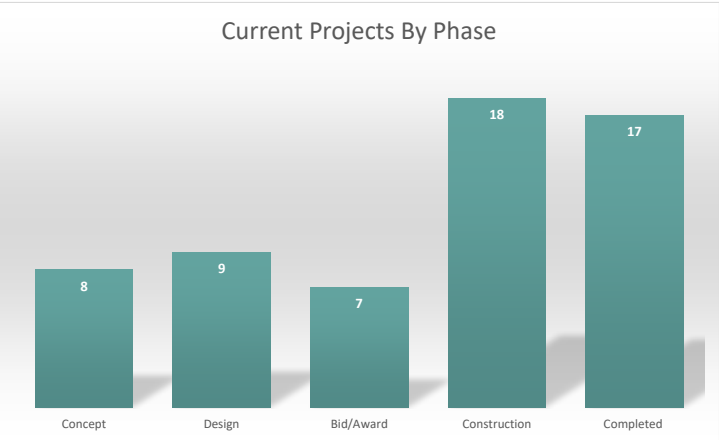
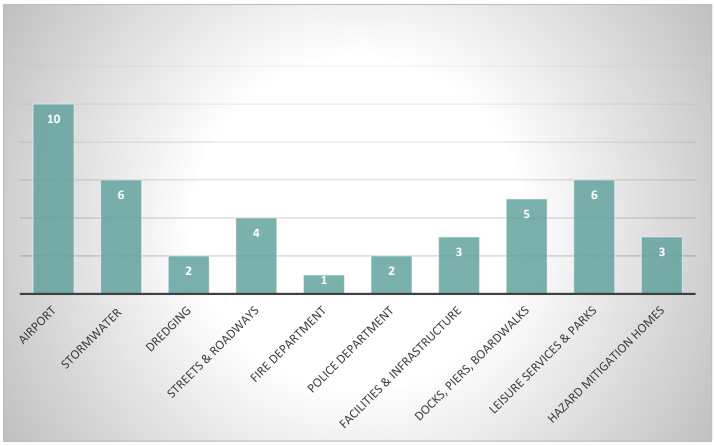




Stormwater Report 7/31
Stormwater Projects

- **City Wide Comprehensive Master Plan:** The County selected a consultant on July 22nd and are finalizing the contract for Phase 2.

- **Corbin Park:** This project was awarded $6,000,000 by Transform 386. The remainder of the project will be managed by the County. The County is awaiting a federal environmental survey to be completed for the project site and will most likely advertise for bid later this year.

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

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

- **North Atlantic Drainage:** Construction has commenced; the project is projected to take one year to complete.

- **Pine Shores Dredging:** Plan to mobilize onsite and start dredging by the end of August.
- **Gabordy Pond & Cemetery Canal:** City is working to attain permits for both sites.
- **Turnbull Bay North Dredging**: Dredging is 75% completed, crew is wrapping up.

TASK #	ACTION ITEM DESCRIPTION	STATUS OF ITEM 5/6	UPDATES 8/1
1	Right-Price Parking with Meter Technology	Evaluating potential locations to implement paid parking. Mark pavement to begin paid parking in North Beach area	Have met with Parking Guidance System vendor for street parking sensors on Canal and Flagler and paved lots on Canal. Looking at installing sensors to gather data before deciding to expand paid parking in those areas.Vendor was on site walking the areas. Awaiting quote to make a determination
2	Pursue Shared Parking Agreements	Reviewing draft SPA and identifying properties for use	Starting to look into this. Have met with the Coronado Church to discuss options in the Flagler area
3	Launch Remote Parking for Residents to special events	Working with individual events to address parking	Have started conversations with Leisure Services for future partnering. Also met with vendor for possible remote options
4	Develop Multimodal Master Plan		Met with a vendor used to other Florida cities to explore options for a Rideshare type program for NSB. Awaiting quote and scope to see if this would be a right fit for the city and accomplish the goals of reducing traffic and promoting other types of transportation. WIll be partnering with Public Works to install additional bike racks along Flagler Ave and Boardwalk area.
5	Work with Volusia County Coastal Division to ensure off-beach and on-beach parking technology are optimally paired for the city	Proposing on utilzing identical company and technology to manage parking	Have met with Park Volusia twice to get the ball rolling and combining our systems. Meeting with shared vendor (Duncan Solutions) to see how we can integrate permit systems. Still awaiting meeting with the city's permit vendor to discuss options. Will need to look at interlocal agreement between the city and county
6	Develop webpage on City website with parking instructions & information including links to external resources	Links to County Parking registration is accessible	Links to County Parking registration is accessible
7	Understand special event parking demands and develop instructions for parking including maps and remote parking opportunities that will be hosted on the city website	Will work with Special events team to develop options for major events	Created parking map for 4th of July Fireworks which was posted on City communication channels
8	Work with local establishments to include parking instructions to access their respective establishments on their websites	Will coordinate with FABA and Canal District groups to begin business outreach	I have met with the Canal District group and will continue to do so to help their customers. Still awaiting first FABA meeting. Also have met with SE Volusia County Chamber and NSB Visitors Bureau to dicuss needs
9	Trial various markings and signage and measure utilization for optimal combination that results in higher occupancy	Staff at this time feel markings are at a optimal and legal configuration. Will continue to monitor	New loading signs have been ordered for Flagler Ave in hopes of reducing confusion and increasing utlitzation of spots after designated load times. Improvements to Coronado Lot scheduled for late August will include new signage to help with flow
10	Develop process for Business Tax Receipts to indentify future loading needs and facilitate a schedule coordinated with peak demand	Development Svcs staff will require loading plans be submitted and approved for projects in the Canal and Flagler Districts	
11	Create 15 min limit parking for post office boxusers on Flagler Ave at the Jessamine Lot	Staff has determined this is unworkable option	Will look at this feasibility again. Once a new PGS System is installed this may be feasible due to ease of enforcement
12	Paint X-Markings in front of 2 driveways along western side of street on N. Peninsula at Florida and Esther to deter vehicles from blocking ingress and egress	Staff will make this markings	Identified 24 locations where "X" will be marked on Flagler to prevent parking in driveways. Public Works has this scheduled. Awaiting completion
13	Convert empty curb plantings at Orange and Canal Street to parking spaces	The few spaces created will not offset the cost and loss of traffic calming	Due to recent changes on Orange Ave, this extra parking is no longer needed
14	Participate in the Waze for Cities Program and 'Nork with Parkopedia (Apple Maps) to ensure accurate parking data.	Can implement once paid parking and tracking programs in place	Reach out to these groups once a new PGS system is online in hopes of sharing data.
15	Work with FDOT to install messaging boards along SR44 as part of future widening project	Will coordinate with FDOT at planning stage of this project	As part of our Parking Guidance System project we have the ability to have our own signs that we can control. We have indentifed 3 locations for signage that will show both real-time parking inventory and
16	Work with FDOT to ensure North Causeway drawbridge is on optimal timing schedule at least during know peak seasons	Not feasible option	Not feasible option
17	Work with FDOT and City Parking Enforcement on coordinated messaging electronic signage.	Staff will continue these efforts	As mentioned previously waiting on quotes for PGS. This will be addressed
18	Work with City of New Smryna Beeach Maintenance to ensure trash pickup on peak holidays and events will not block streets along		

	pickup on peak holidays and events will not block streets along Flagler Ave.	Given changing circumstances, consistent scheduling will be difficult	Will bring this up for discussion as part of bidding process for waste management contracts.
19	Identify anticipated date New Smyrna Utilities off Canal will vacate building and plan for new tenant and potential excess parking	Staff will continue communication with NSBU as they develop relocation plans	Staying abreast of developments along with Economic Development Director
20	Identify anticipated date Advent Health near south Causeway will vacate building and plan for new tenant and potential excess	Staff will continue communication with Advent Health as they develop relocation plans	Staying abreast of developments along with Economic Development Director
21	Organize parking at North Beach Park on Sapphire Road right of way and include in the paid parking program; organize parking on 2nd Ave for safety improvements; organize parking on Peninsula Drive south of Flagler Ave on the east side	These recommendations will be part of PSI proposal	Revisited Sapphire Rd area parking. Waiting on design for new and expanded sidewalk. Will be converting parking to parallel parking for safety and to meet the guidelines set forth in the FCT agreement. Paid parking signs are made and ready to be installed..
22	Install new signs per cited St. Augustine practice to direct people to Parking Payment Kiosks	Can be implemented once new kiosks are installed	Design in process for new signage highlighting parking Kiosks

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

CONSIDER THE ADOPTION OF THE MINUTES FROM THE CITY COMMISSION SPECIAL AND REGULAR MEETINGS HELD ON TUESDAY, JULY 22, 2025.

August 12, 2025

Background:

The City Commission held a special and regular meeting on Tuesday, July 22, 2025. The attached minutes are submitted for the Commission's review and consideration of adoption.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

City Commission Special Meeting Minutes - July 22, 2025.pdf
City Commission Regular Meeting Minutes - July 22, 2025.pdf

City Commission Special Meeting
Tuesday, July 22, 2025, at 5:00 PM

MINUTES

I. CALL TO ORDER

Having been duly advertised as required by law, the special meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, July 22, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland opened the meeting at 5:00 PM.

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

II. PUBLIC PARTICIPATION

No action.

III. SPECIAL MEETING

III.A. **Resolution No. 20-25**: Setting the Maximum Millage Rate for the New Smyrna Beach I & S 2018 Levy and Authorizing Its Advertisement in the 2025 TRIM Notice

Motion:
Vice Mayor Martin moved to adopt Resolution No. 20-25 which established the Maximum Millage Rate for the New Smyrna Beach I & S 2018 Levy and Authorizing Its Advertisement in the 2025 TRIM Notice. Commissioner McGuirk seconded the motion. The motion passed by unanimously.

III.B. **Resolution No. 21-25:** Setting the Maximum Millage Rate for the New Smyrna Beach Operating Levy and Authorizing Its Advertisement in the 2025 TRIM Notice.

Motion:
Vice Mayor Martin moved to adopt Resolution No. 21-25 which established the Maximum Millage Rate for the New Smyrna Beach Operating Levy and Authorizing Its Advertisement in the 2025 TRIM Notice. Commissioner Perrine seconded the motion. The motion passed unanimously.

III.B. **Ordinance No. 42-25**: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing, would approve a change in the Stormwater fee from $104.00 to $125.00 per equivalent drainage unit (EDU).

City Attorney Avallone read Ordinance No. 42-25 for the first time by title only. She reported that the second reading and public hearing were scheduled for Tuesday, September 10, 2025.

Motion:
Commissioner McGuirk moved to authorize the advertisement of the proposed increase to the stormwater utility fee, on the TRIM notice. Commissioner Perrine seconded the motion. The motion passed unanimously.

IV. COMMISSION COMMENTS

No action.

V. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 5:37 pm.

City Commission Regular Meeting
Tuesday, July 22, 2025, at 6:30 PM

MINUTES

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, July 22, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

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

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

A Police Department Chaplain Bill Kitchin gave the invocation. Isla McGuirk led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper outlined the changes to the republished agenda.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Recognizing: The Finance Department of the City of New Smyrna Beach for Distinguished Budget Presentation Award

The City Commission recognized the Finance department for Distinguished Budget Presentation Award.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report

6. PUBLIC PARTICIPATION

Jennifer Coolidge, 1414 Art Center Avenue, Atlantic Center of the Arts, commented on the 30th Anniversary of the Sister State relationship between Wakayama, Japan. She commented on the free community day scheduled for Saturday, July 26, 2025, from 10 am to 2 pm.

Jackson Miniasi, 1040 Clubhouse Boulevard, commented on the use of public use funds for the funding of SRO private school.

7. CONSENT AGENDA

7.A Consider adoption of the minutes from the City Commission regular meeting held on Tuesday, July 8, 2025.

Motion:

Vice Mayor Martin moved to adopt the minutes from the City Commission regular meeting held on Tuesday, July 8, 2025. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.B Resolution No. 17-25: Consider the adoption of Resolution No. 17-25, which if adopted, would approve the HMGP Grant Initiative - Acquisition and Demolish Three Homes.

Motion:

Vice Mayor Martin moved to adopt Resolution No. 17-25, which would approve the HMGP Grant Initiative - Acquisition and Demolish Three Homes. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.C Resolution No. 18-25: Consider the adoption of a resolution, which if approved, would declare the City's intent to reimburse itself for capital expenditures incurred for the acquisition of land in the Turnbull Creek Watershed, using proceeds from a future tax-exempt financing in the amount of up to $5,500,000.00, as authorized by the 2018 voter-approved referendum.

Motion:

Vice Mayor Martin moved to adopt Resolution No. 18-25, which would declare the City's intent to reimburse itself for capital expenditures incurred for the acquisition of land in

the Turnbull Creek Watershed, using proceeds from a future tax-exempt financing in the amount of up to $5,500,000.00, as authorized by the 2018 voter-approved referendum. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.D Resolution No. 19-25: Consider the adoption of a Resolution to allow the City to partner with Volusia County's Transform386 Buyout and Acquisition program.

Motion:

Vice Mayor Martin moved to adopt Resolution No. 19-25 to allow the City to partner with Volusia County's Transform386 Buyout and Acquisition program. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.E Consider the approval of a Dock Easement Agreement to allow for a single-family residential dock to be located along the east side of North Riverside Drive across from property addressed at 620 North Riverside Drive.

Motion:

Vice Mayor Martin moved to approve a Dock Easement Agreement to allow for a single-family residential dock to be located along the east side of North Riverside Drive across from property addressed at 620 North Riverside Drive. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.F Consider the approval of Construction, Engineering, and Inspection (CEI) Services for Washington Street Roadway Improvement Project.

Motion:

Vice Mayor Martin moved to approve the Construction, Engineering, and Inspection (CEI) Services for Washington Street Roadway Improvement Project. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.G Consider the approval of an Interlocal Agreement with Volusia County for services through the Volusia County Public Works - Road and Bridges and Traffic Engineering Divisions.

Motion:

Vice Mayor Martin moved to approve the Interlocal Agreement with Volusia County for services through the Volusia County Public Works - Road and Bridges and Traffic Engineering Divisions. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.H Consider terminating the agreement with Yaupon Brothers LLC. to harvest Yaupon tea leaves from Indian River Lagoon Park in 2020.

Motion:
Vice Mayor Martin moved to terminate the agreement with Yaupon Brothers LLC. to harvest Yaupon tea leaves from Indian River Lagoon Park in 2020. Commissioner McGuirk seconded the motion. The motion passed unanimously.

7.I Consider the approval of an Interlocal Agreement between the City of New Smyrna Beach and Volusia County Schools for field use at the Sports Complex.

Motion:
Vice Mayor Martin moved to approve an Interlocal Agreement between the City of New Smyrna Beach and Volusia County Schools for field use at the Sports Complex. Commissioner McGuirk seconded the motion. The motion passed unanimously.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Resolution No. 08-25: Consider the adoption of a Resolution, which if adopted, would amend the FY2024-2025 budget.

Motion:
Vice Mayor Martin moved to adopt Resolution No. 08-25, which would amend the FY2024-2025 budget. Commissioner McGuirk seconded the motion. The motion passed unanimously.

9. QUASI-JUDICIAL HEARINGS

9.A Ordinance No. 29-25: Conduct the Second Reading and Quasi-Judicial Hearing of an ordinance, if adopted, would rezone approximately 3.25 + acres of land from A-3, Transitional Agriculture to RA, Rural Agriculture for property located at 1016 Dillon Circle.

City Attorney Avallone read Ordinance No. 29-25 for the second time by title only.

Senior Planner Bob Mathen outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

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

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 29-25 which would rezone approximately 3.25 + acres of land from A-3, Transitional Agriculture to RA, Rural

Agriculture for property located at 1016 Dillon Circle. Commissioner Ashely seconded the motion. The motion passed unanimously.

9.B Conduct a Quasi-Judicial Public Hearing to consider the approval of Application No. HTR-4-24 - Historic Tree Removal of three (40", 45", and 53" DBH) trees on the commercial property at 190 S. Wild Orange Dr.

Development Services Director Shane Corbin outlined a PowerPoint presentation.

Commissioner McGuirk questioned the 50-foot buffer.

Commissioner Ashley questioned the tree mitigation and whether the trees would have been part of the buffer.

Mayor Cleveland commented on an alternative option for the buildings.

Joey Posey, 420 South Nova Road, outlined a PowerPoint presentation.

Mark Dowst P.E., Mark Dowst & Associates 536 North Halifax, provided clarification regarding stormwater trees on the property.

Mayor Cleveland sought clarification on the size of the building.

Commissioner Perrine questioned the entrance of the building.

Commissioner Ashley commented on the preservation of trees.

Mayor Cleveland opened the public hearing.

Jeff Dodge, 1638 James Street, addressed issues related to the right of way on Wild Orange, vegetation management, and discussed potential changes regarding the street's character and zoning regulations.

Tiffany Kyle, 620 Hidden Pines Boulevard, noted the absence of stormwater plans and suggested a smaller building.

Margaret Eastham, primary care doctor, 1034 Tallacoe Trail, noted the importance of primary care services.

Andrew Fisher, 3661 Strawberry Lane, noted the need for additional primary care physicians in New Smyrna Beach.

Bjorn Teixeira, 3330 Juniper Drive, commented on the need for the medical center.

Paige Robbins, 469 Hidden Pines Boulevard, commented on flooding in the neighborhood.

Cindy Sniezak, 512 Yupon Avenue, commented on the dialogue and process of the HTR-4-24.

George Murphy, 510 Hidden Pines Boulevard, provided remarks regarding the neighborhood's flooding issue and urged consideration for the affected residents.

Kay Moore, 1205 Pat Avenue, commented on trees and homeless on the property.

Mr. Posey commented on a smaller building and meeting the code.

Motion:
Commissioner Perrine moved to approve Application No. HTR-4-24 - Historic Tree Removal of three (40", 45", and 53" DBH) trees on the commercial property at 190 S. Wild Orange Dr. Commissioner Ashley seconded the motion. The motion passed by 3-2 votes, with Vice Mayor Martin and Mayor Cleveland voting no.

9.C Ordinance No. 39-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, upon Second Reading and Public Hearing, would approve PUD-4-22, New Smyrna Beach Medical Center and Wellness Complex.

City Attorney Avallone read Ordinance No. 39-25 for the second time by title only.

Development Services Director Shane Corbin outlined a PowerPoint presentation.

Joey Posey, 420 South Nova Road, outlined a PowerPoint presentation.

Ellis Fort, 1035 Tallacoe Trail, commented on the process of owning the business and the demand for medical services.

Vice Mayor Martin inquired if they would agree to bring the site plan to the commission.
Commissioner Perrine commented on the acceptance of the stormwater proposals. She inquired if the applicant would have been willing to provide a stormwater bond and sought clarification regarding the 80% stormwater requirement.

Mark Dowst, 536 North Halifax Avenue, provided clarification regarding the stormwater on the property.

A discussion ensued regarding the entrance of Wild Orange Drive.

Mayor Cleveland opened the Public Hearing.

Peter Minelga, 320 Wild Orange Drive, commented on the entrance of the medical facility from Wild Orange Drive and the flooding in the neighborhood.

Joe Dlubac, 3587 Casalta Circle, commented on the traffic utilization to the medical center.

Michael Matero, 6823 Vintage Lane, commented on the level of care provided by the medical center.

Mayor Cleveland closed public participation.

Commissioner Perrine commented on the medical center project.

Commissioner McGuirk clarified the laws that obligate the Commission to approve the development of private property.

Vice Mayor Martin inquired about the flood zone and the zone for the southern parcels of the property.

Mayor Cleveland commented on protecting the residents in the neighborhood.

Motion:
Commissioner Perrine moved to adopt Ordinance No. 39-25, which would approve PUD-4-22, New Smyrna Beach Medical Center and Wellness Complex with stipulations. Commissioner Ashley seconded the motion. The motion passed by 4-1 vote, with Vice Mayor Martin voting no.

Approved with the following stipulations:

- Stormwater Bonding
- Staff conditions
- Planning and Zoning conditions

9.D Conduct a Quasi-Judicial Hearing of a proposed Sidewalk Café Agreement for The Spott restaurant located at 424 Canal Street.

Senior Planner Bob Mathen outlined a PowerPoint presentation.

Vice Mayor Martin commented on the furniture used by the applicant.

Mayor Cleveland opened the Public Hearing.

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

Motion:
Commissioner Perrine moved to approve the Sidewalk Café Agreement for The Spott restaurant located at 424 Canal Street. Commissioner McGuirk seconded the motion. The motion passed unanimously.

10. PUBLIC HEARINGS

10.A Ordinance No. 32-25: Conduct a Second Reading and Public Hearing, that would annex approximately 0.36 + acres of property located at 1198 N Golf Lake Drive.

City Attorney Avallone read Ordinance No. 32-25 for the second time by title only.

Senior Planner Bob Mathen outlined a PowerPoint presentation regarding the annexation of 1198 North Golf Lake Drive.

Mayor Cleveland opened the Public Hearing.

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

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 32-25 which would annex approximately 0.36 + acres of property located at 1198 N Golf Lake Drive. Commissioner McGuirk seconded the motion. The motion passed unanimously.

10.B Ordinance No. 33-25: Conduct a Second Reading and Public Hearing would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use to city Rural for property located at 1198 N Golf Lake Drive as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 33-25 for the second time by title only.

Senior Planner Bob Mathen outlined a PowerPoint presentation regarding the Future Land Use of 1198 North Golf Lake Drive.

Mayor Cleveland opened the Public Hearing.

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

Motion:
Commissioner McGuirk moved to adopt Ordinance No. 33-25 which would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use to city Rural for property located at 1198 N Golf Lake Drive as part of an overall annexation application. Commissioner Perrine seconded the motion. The motion passed unanimously.

10.C Ordinance No. 34-25: Conduct a Second Reading and Public Hearing would rezone approximately 0.36 + acres of to A-3, Transitional Agriculture for property located at 1198 N Golf Lake Drive as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 34-25 for the second time by title only.

Senior Planner Bob Mathen outlined a PowerPoint presentation regarding the rezoning 1198 North Golf Lake Drive.

Mayor Cleveland opened the Public Hearing.

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

Motion:
Commissioner McGuirk moved to adopt Ordinance No. 34-25 which would rezone approximately 0.36 + acres of to A-3, Transitional Agriculture for property located at 1198 N Golf Lake Drive as part of an overall annexation application. Commissioner Perrine seconded the motion. The motion passed unanimously.

10.D Ordinance No. 38-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, amend Chapter 58, Parks and Recreation, adding section 58-4, Establishing Time Limitations for Mooring at City-Owned or Maintained Docks.

City Attorney Avallone read Ordinance No. 38-25 for the second time by title only and outlined a report.

Mayor Cleveland opened the Public Hearing.

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

Motion:
Commissioner McGuirk moved to adopt Ordinance No. 38-25 which would amend Chapter 58, Parks and Recreation, adding section 58-4, Establishing Time Limitations for Mooring at City-Owned or Maintained Docks. Vice Mayor Martin seconded the motion. The motion passed unanimously.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 40-25: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing, would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use category from Industrial Mixed Use to Industrial on approximately 0.59 + acres of land located on the southeast corner of South Myrtle Avenue and W 7th Street.

City Attorney Avallone read Ordinance No. 40-25 for the first time by title only. She reported that the second reading and public hearing would be August 12, 2025.

11.B Ordinance No. 45-25: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing, would approve a proposed text amendment, to the City's Land Development Regulations, to prohibit advertising of unpermitted uses in a zoning district.

City Attorney Avallone read Ordinance No. 45-25 for the first time by title only. She reported that the second reading and public hearing would be August 12, 2025.

12. BOARDS AND COMMISSIONS

12.A Board Vacancy Notice: Historic Preservation Commission

12.B Board Vacancy Notice: Utilities Commission

Interim City Clerk Taylor-Harding outlined a report.

13. MAYOR AND COMMISSIONER COMMENTS

Vice Mayor Martin remarked on attending the concluding presentation of the Atlantic Center for the Arts residency program, which focused on creative writing and storytelling for teenagers.

Commissioner Perrine noted the need for office space in New Smyrna Beach.

Commissioner McGuirk addressed the need for medical services and Advent Health.

Commissioner Ashley commented on the process of adopting Ordinance No. 39-25.

Mayor Cleveland addressed Advent expansion and discussed the reinstatement of the Citizens Academy. He also noted the 56th anniversary of Chisholm High School and mentioned the Atlantic Center of the Arts' sister state association.

14. CITY CLERK'S REPORT

14.A City Clerk's Report

No action.

15. CITY ATTORNEY'S REPORT

No action.

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 10:28 pm.

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONSIDER THE APPROVAL OF A LICENSE AGREEMENT FOR A PAVER PARKING AREA IN RIGHT-OF-WAY AT 303 NORMANDY AVENUE

August 12, 2025

Background:

1. Applicant: Thad Harty, 820 Teal Wing Drive, Orange City, FL 32763
2. Property Owner: SEANRAE LLC, 820 Teal Wing Drive, Orange City, FL 32763

3. Request: Approval of a license agreement to allow pavers in a portion of the Normandy Avenue Right-of-Way (ROW) for an off-street parking area, in front of **303 Normandy Avenue.**

4. Site Information: The subject area is a proposed paver area in the ROW, outside the improved road.

5. Parcel Number: 7455-04-04-0030

Exhibits used in this report:

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Survey
Exhibit D: City Engineering Department Letter
Exhibit E: Site Plan
Exhibit F: License Agreement

Exhibit G: Pictures

Findings:

A. The applicant is proposing to construct a paver parking area (12 feet wide by 54-1/4 feet long, 671 square feet) in the City Right of Way in front of an existing newly constructed single family house located at 303 Normandy Avenue.

B. City Engineering staff has reviewed the application and supports the application for

the paver parking area. The applicant is aware that this agreement would not grant exclusive use of the right-of-way in this area.

C. Given the layout of the house and the 10' driveway, the owners have to jockey their vehicles in and out of the driveway regularly. Instead of parking on the grass in front of the house to avoid the constant moving of vehicles, they proposed a paver area that can accommodate up to two vehicles out front if need be.

Recommendation: Staff recommends **approval** of the License Agreement to allow pavers in the Normandy Avenue ROW, as depicted in **Exhibit E**, subject to the following condition the agreement would not grant exclusive use of the right-of-way in this area.

Fiscal Analysis:
N/A

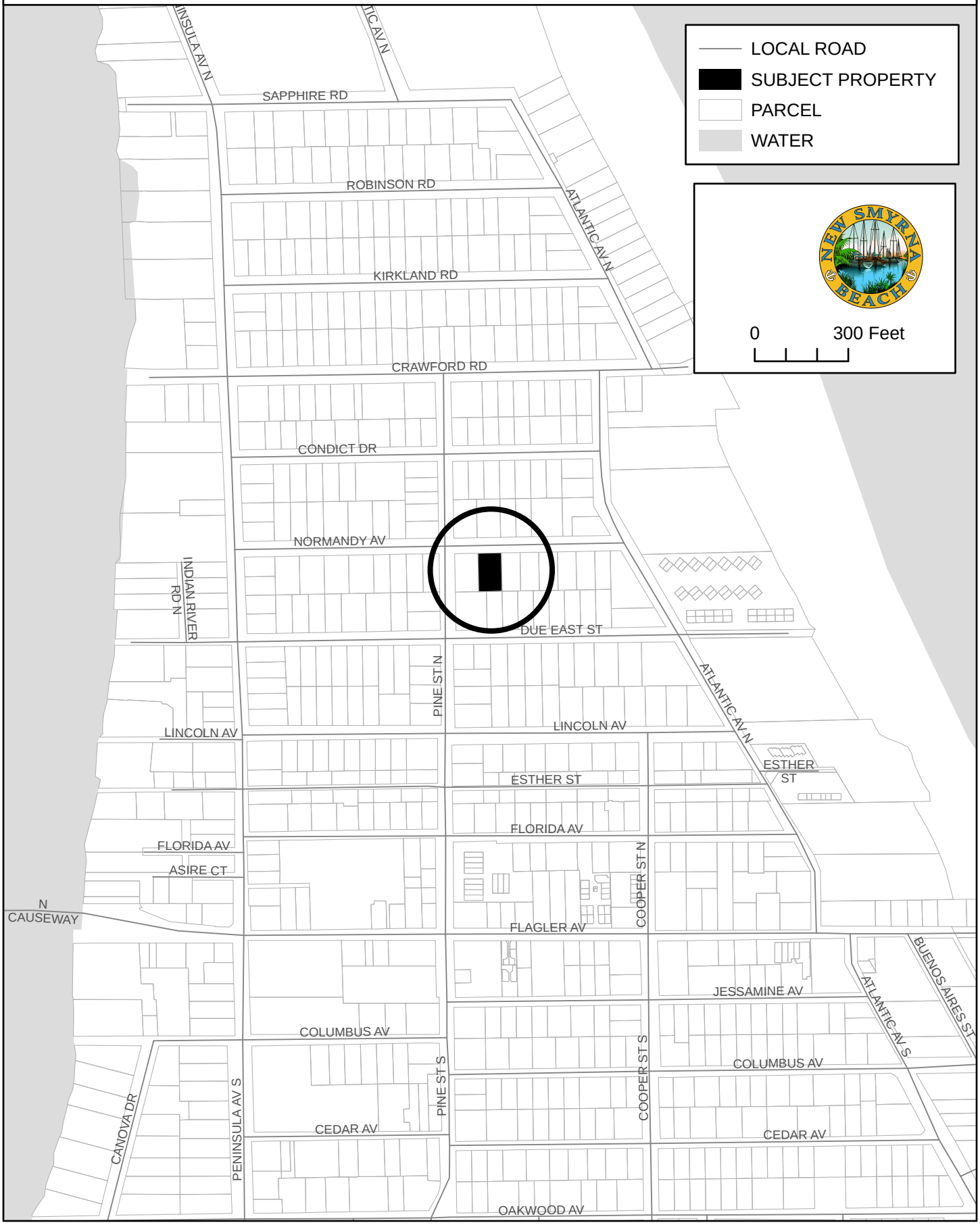
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

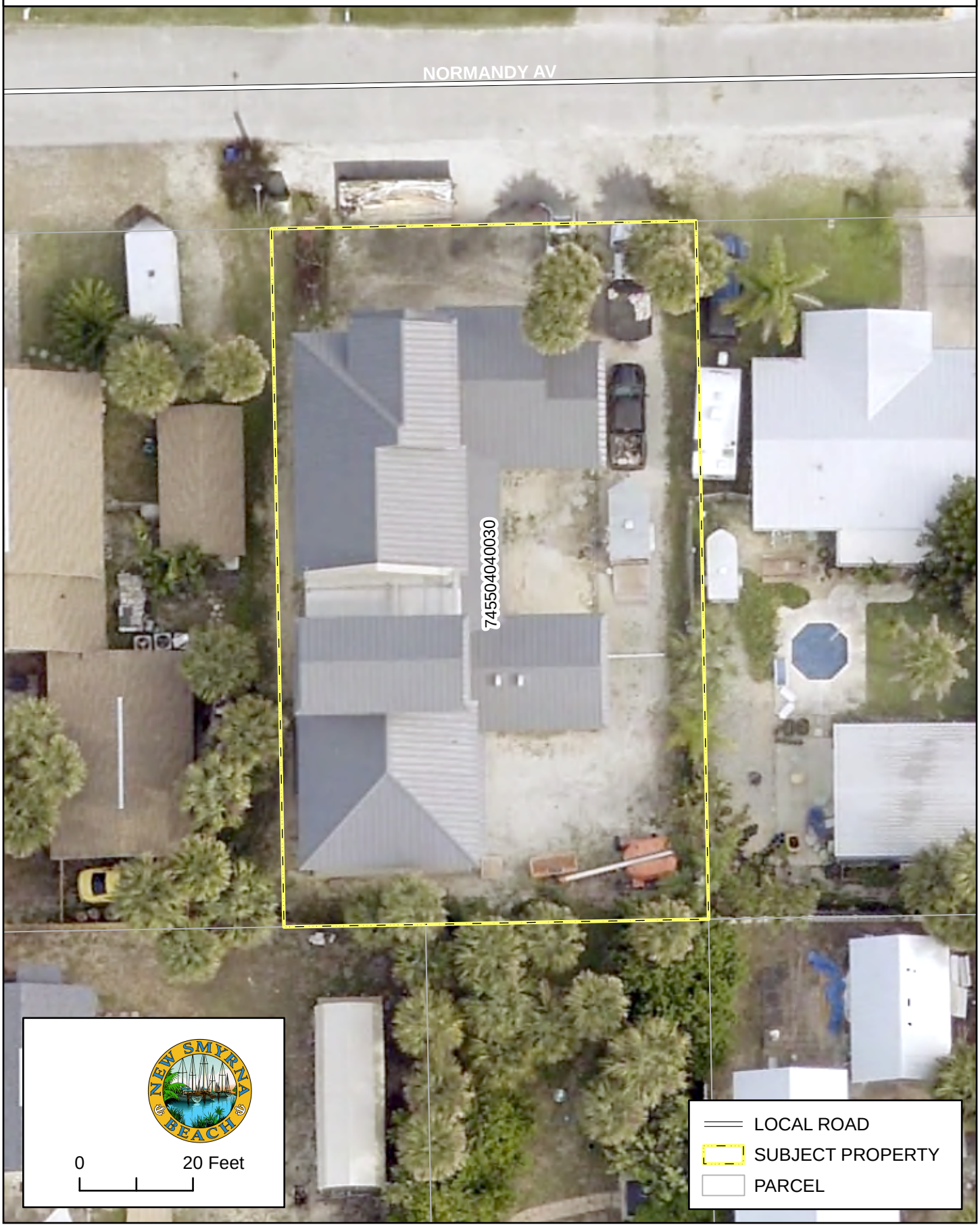
Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Survey.pdf
Exhibit D Engineering Letter.pdf
Exhibit E Site Plan.pdf
Exhibit F ROW LICENSE AGREEMENT.pdf
Exhibit G Pictures.pdf

LA-01-25: 303 NORMANDY AVENUE
PARCEL: 7455-04-04-0030 LOCATION MAP



LA-01-25: 303 NORMANDY AVENUE
PARCEL: 7455-04-04-0030 AERIAL MAP

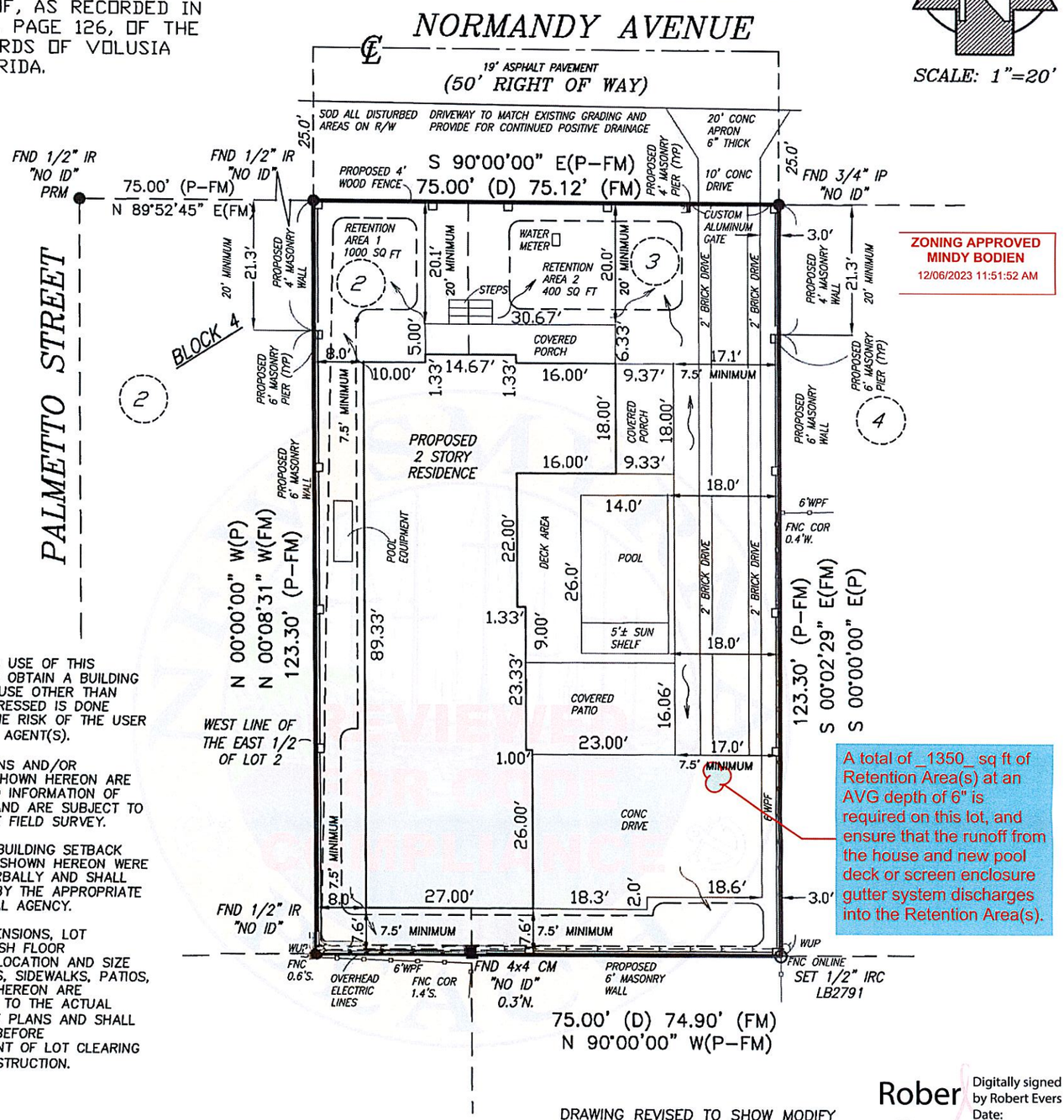


LEGAL DESCRIPTION: (OR 7746 PG 4576)
THE EAST 1/2 OF LOT 2, AND ALL OF LOT 3, BLOCK 4, MAP OF DRIGGERS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE 126, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PLOT PLAN

THIS IS NOT A SURVEY

SCALE: 1"=20'



ZONING APPROVED
MINDY BODIEN
12/06/2023 11:51:52 AM

A total of _1350_ sq ft of Retention Area(s) at an AVG depth of 6" is required on this lot, and ensure that the runoff from the house and new pool deck or screen enclosure gutter system discharges into the Retention Area(s).

NOTES:

THE INTENDED USE OF THIS SKETCH IS TO OBTAIN A BUILDING PERMIT. ANY USE OTHER THAN THE ONE EXPRESSED IS DONE SOLELY AT THE RISK OF THE USER AND /OR HIS AGENT(S).

LOT DIMENSIONS AND/OR ELEVATIONS SHOWN HEREON ARE FROM RECORD INFORMATION OF FILE DATUM AND ARE SUBJECT TO AN ACCURATE FIELD SURVEY.

ZONING AND BUILDING SETBACK INFORMATION SHOWN HEREON WERE OBTAINED VERBALLY AND SHALL BE VERIFIED BY THE APPROPRIATE GOVERNMENTAL AGENCY.

BUILDING DIMENSIONS, LOT GRADING, FINISH FLOOR ELEVATIONS, LOCATION AND SIZE OF DRIVEWAYS, SIDEWALKS, PATIOS, ETC. SHOWN HEREON ARE SUBORDINATE TO THE ACTUAL BUILDING/SITE PLANS AND SHALL BE VERIFIED BEFORE COMMENCEMENT OF LOT CLEARING AND/OR CONSTRUCTION.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF NORMANDY AVENUE AS BEING A BEARING OF S 90°00'00" E (PLAT).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON, WAS SCALED FROM A LARGE SCALE FEMA FLOOD INSURANCE MAP AND AS SUCH HAS AN INHERENT ERROR OF 10% OF THE FEMA MAP SCALE.

UNDERGROUND UTILITIES AND FOUNDATION MAY EXIST AND HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE (MINIMUM TECHNICAL STANDARDS) AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.

DRAWING REVISED TO SHOW MODIFY DRIVEWAY TO 2' BRICK PAVER STRIPS, DATED: 12/4/23

DRAWING REVISED TO SHOW POOL AND EQUIPMENT, DATED: 10/26/23

FLOOD CERTIFICATION:
(Per map dated September 29, 2017)
This is to certify that I have consulted the Federal Insurance Flood Hazard Boundary Map and found the ABOVE named Property IS NOT located in a special flood hazard area, according to Community Panel Map No. 12127C-0542-J Map Panel 542 of 930, Zone "X".

Robert Evers
Digitally signed by Robert Evers
Date: 2023.12.04 14:29:39 -05'00'

LEGEND AND ABBREVIATIONS

A	Arc Length	LB	Land Surveying Business
A/C	A/C-Air Conditioning Unit	M.B.	Map Book
BM	Benchmark	MON	Monument
℄	Center Line	N&C	Nail & Cap
CALC	Calculated	NO ID	No Identity
CATV	Cable TV Service	O.R.	Official Record Book
CLF	Chainlink Fence	(P)	Plat
CHBRG	Chord Bearing	PC	Point of Curve
CHD	Chord Distance	PCC	Point of Compound Curve
CONC	Concrete	PCP	Permanent Control Point
CUP	Concrete Utility Pole	PRC	Point of Reverse Curve
(D)	Deed Call	PRM	Permanent Reference Monument
D.R.O.W.	Drainage Right of Way	PSI	Point of Street Intersection
EL	Elevation	PSM	Professional Surveyor & Mapper
FND	Found	PVC	Poly-Vinyl-Chloride Pipe
FH	Fire Hydrant	R	Radius of Curve or Radial Line
F.F.E.	Finish Floor Elevation	R.P.	Radius Point
(FM)	Field Measurement	RLS	Registered Land Surveyor
INV.	Invert	T	Tangent
IR	Iron Rod	TBM	Temporary Benchmark
IRC	Iron Rod & Cap	WPF	Wood Privacy Fence
L	Length of Arc	WUP	Wood Utility Pole

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC
995 W. VOLUSIA AVE. * DELAND, FL. * PH: (386)-734-8050
WWW.BLACKWELLSURVEYING.COM

PLOT PLAN FOR:
SEANRAE LLC

NOTE:
This Plat of Survey is certified to and prepared for the sole and exclusive benefit of the entities and or individuals shown hereon, valid on the most current date shown hereon, and shall not be relied upon by any other entity or individual whomsoever.

This Survey / Sketch has been prepared without benefit of abstract or title search unless otherwise noted hereon.

There may be additional restrictions and/or other matters of record not shown on this Survey / Sketch that may be found in the Public Records of the county or contained within the Title Commitment.

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ROBERT R. EVERS
License Number 5675
STATE OF FLORIDA
Professional Surveyor and Mapper

DATE :	4/5/21
W.O. No.	3-115-21
DRAWN BY :	JT
FIELD BOOK :	743-13
CADD FILE :	3-115-21

Exhibit D

Jake,

Please take this email as the Engineering Department's support for the request for license agreement as submitted. This request for improved (paver) parallel parking within the right of way will not be a significant contributor to runoff or stormwater. The major consideration is vehicle/roadway safety. Due to the rear entry garage orientation of the lot, this on street parking will minimize the need to jockey cars in the street due to the narrow driveway.

Jesse Meyers, P.E.
Senior Civil Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
(386) 410-2812 (office)
jmeyers@cityofnsb.com
www.cityofnsb.com

R.O.W. permit Application
for
Paver Parking

303 Normandy Avenue, New Smyrna Beach, Fl 32169

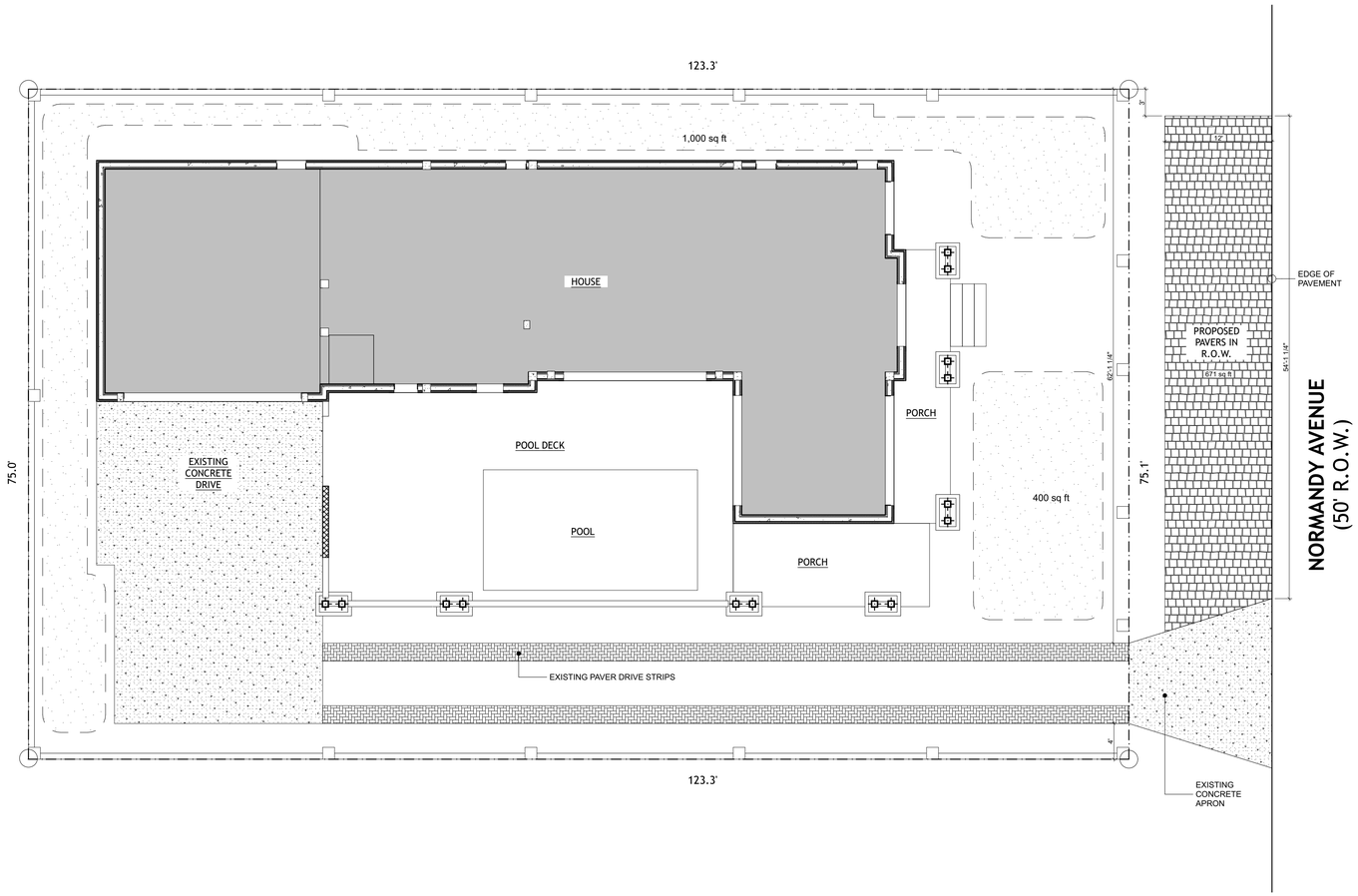
OWNER:
Seanrae, LLC
820 Teal Ring Drive
Orange City, FL 32763

ARCHITECT:
RATLIFF ARCHITECTURE + URBAN DESIGN, pl
132 Canal Street
New Smyrna Beach, FL 32168
386.957.1419

Contact: Ian Ratliff, Architect

PROJECT DATA

LOT AREA:	9,261 SF
BUILDING AREA:	3,516 SF (37.9%)
NON-BUILDING IMPERVIOUS AREA:	1,849 SF
TOTAL IMPERVIOUS AREA:	**5,365 SF (57.9%)**
PROPOSED PAVER AREA IN R.O.W.:	671 SF



R.O.W. SITE PLAN
SCALE: 1/8" = 1'-0"

N

all designs, ideas, and information contained hereon are copyrighted property of Ratliff Architecture + Urban Design, PL

RATLIFF
architecture + urban design, pl
132 Canal Street New Smyrna Beach, FL 32168 386.957.1419 AA26002012 ratliffarchitecture.com

303 NORMANDY AVENUE NEW RESIDENCE
New Smyrna Beach, Florida

REV:	
REV:	
REV:	
REV:	
REV:	
DATE:	4/18/2025

R.O.W. PERMIT APPLICATION

SHEET NUMBER

A-30

Ian Charles Ratliff, Architect
AR94377

Return Recorded Document to:
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RIGHT-OF-WAY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this _____day of _____, 2025, by and between the **CITY OF NEW SMYRNA BEACH**, a Florida municipal corporation (hereinafter "City") and **SEANRAE LLC, 820 TEAL WING DRIVE, ORANGE CITY, FLORIDA 32763** (hereinafter "Licensee").

PREMISES

WHEREAS, the City agrees that the improvement plan for the **Paver Parking Area** depicted on **Exhibit "A"**, attached hereto and incorporated herein by reference, comes within the intent of established City policy; and

WHEREAS, the improvement plan encompasses part of a City right-of-way known as **Normandy Avenue**, a **50**-foot-wide City right-of-way, as depicted in **Exhibit "B"**, attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee, **SEANRAE LLC**, is the owner of real property abutting **303 Normandy Avenue** located in the **Driggers Subdivision**, the legal description of that property is as follows:

THE EAST 1/2 OF LOT 2, AND ALL OF LOT 3, BLOCK 4, MAP OF DRIGGERS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE 126, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, PER OR 3148 PG 1381PER OR 7343 PG 1499 PER OR 7595 PG 3755 PER OR 7746 PGS 4576-4582

WHEREAS, the City is willing to license incidental private use of public property in exchange for appropriate protection of the public interest and sufficient contribution of the Licensee to expenses incurred in the improvements and maintenance of the **Normandy Avenue** right-of-way.

WHEREAS, at its regular meeting held August 12, 2025, the City Commission approved allowing the improvements depicted on **Exhibit "A"** within the **Normandy Avenue** right-of-way, with conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as **Normandy Avenue**, located and situated in New Smyrna Beach, Volusia County, Florida, as depicted in **Exhibit "A"** for the purpose of **removing the sand and grass area** and subsequent installation, maintenance, repair, and/or replacement of **Paver Parking Pad** (hereinafter "Improvements") approved by the City as depicted in **Exhibit "A"**.

2. All improvements, uses and activities shall comply with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee agrees to apply for all required permits for the improvements depicted on **Exhibit "A"** within thirty (30) days of the execution of this agreement by the City. Failure to apply for the required permit(s) will result in a revocation of the City Commission's approval.

4. Licensee agrees to construct and/or install the improvements depicted on **Exhibit "A"** in a manner that allows a positive flow for the storm water runoff. Such construction/installation shall be shown on the building permit application submitted for the proposed improvements.

5. Licensee agrees to construct the improvements depicted on **Exhibit "A"** in order to ensure that the improvements are located at least 30 feet from any stop sign or traffic control device. If applicable, all traffic control devices shall be shown on the building permit application submitted for the proposed improvements.

6. Licensee agrees to complete all construction/installation activities within sixty (60) days of City Commission approval of this Agreement. Failure to complete all construction/installation activities within sixty (60) days shall result in revocation of the City Commission's approval.

7. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of the improvements described herein and as depicted on **Exhibit "A"**.

8. Licensee agrees, upon thirty days written notice from the City, to maintain, repair, or replace all improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all improvements without further notice to Licensee at the sole cost and expense of Licensee. The City reserves the right to request removal of the improvements depicted in **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation, maintenance, drainage improvement, or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the improvements are

not removed within the time specified by the City, or in cases where emergency work by the City becomes necessary, the City may remove or cause to be removed the improvements without any liability to the City or obligation to replace same upon completion of the City project.

9. The Licensee agrees that no improvements shall be made except as depicted in **Exhibit "A"** or subsequently approved amendments thereto. However, improvements may be maintained, repaired, replaced, and removed.

10. Licensee agrees to not interfere or restrict public use of the property described in **Exhibit "A"**.

11. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the improvements. However, all costs and expenses of the City resulting from maintenance or repair of the improvements, including administrative expenses, liability, damages, attorney's fees and costs, shall be chargeable to and assessed to any real property owned by Licensee. The City shall have the right to enforce collection of assessments for such costs and expenses through such lien, or any other legal avenues, including interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof.

12. This license is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

13. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. The Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the property is hindered or disturbed.

14. Licensee shall maintain liability coverage for the License Area. This coverage shall name CITY as an additional insured. LICENSEE shall provide proof of liability coverage prior to annual renewal of this Agreement. CITY shall be notified of any changes or termination of any liability coverage within thirty (30) days of termination or change.

15. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to: ATTENTION: **CITY MANAGER**, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168, for the City; and to ATTENTION: **SEANRAE LLC, 820 TEAL WING DRIVE, ORANGE CITY, FLORIDA 32763**, for the Licensee, or as otherwise designated in writing to all respective parties.

16. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

17. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

18. Should any term covenant, condition, provision or sentence or part thereof of this agreement be held invalid or unenforceable by the court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

19. The License Agreement shall be effective during the period from the date of execution until terminated in accordance with the provisions specified herein.

[Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES

_____
Witness 1

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

LICENSOR
CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation

By:

_____
Fred E. Cleveland, Mayor

Attest:

By:

_____
Sharon Taylor-Harding, Interim City Clerk

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization the _____ day of _____, 2025, by Fred E. Cleveland, as Mayor of the City of New Smyrna Beach, on behalf of the organization. He is personally known to me OR produced as identification _____.

(NOTARY SEAL)

_____
NOTARY PUBLIC – State of Florida
Signature of Notary Public
Print Name:_____
Commission No.: _____
My Commission Expires: _____

Approved as to form and correctness.
By:

_____
Carrie Avallone, City Attorney

Date: _____

WITNESSES

_____
Signature of Witness 1

_____
Print Name of Witness 1

_____
Signature of Witness 2

_____
Print Name of Witness 2

LICENSEE

By:_____
Name:
Title:

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization the _____ day of _____, 2025, by _____ at _____. He or She is personally known to me OR produced as identification _____.

(NOTARY SEAL)

_____
NOTARY PUBLIC – State of Florida
Signature of Notary Public
Print Name:_____
Commission No.: _____
My Commission Expires: _____

Exhibit "A" – Proposed Improvements

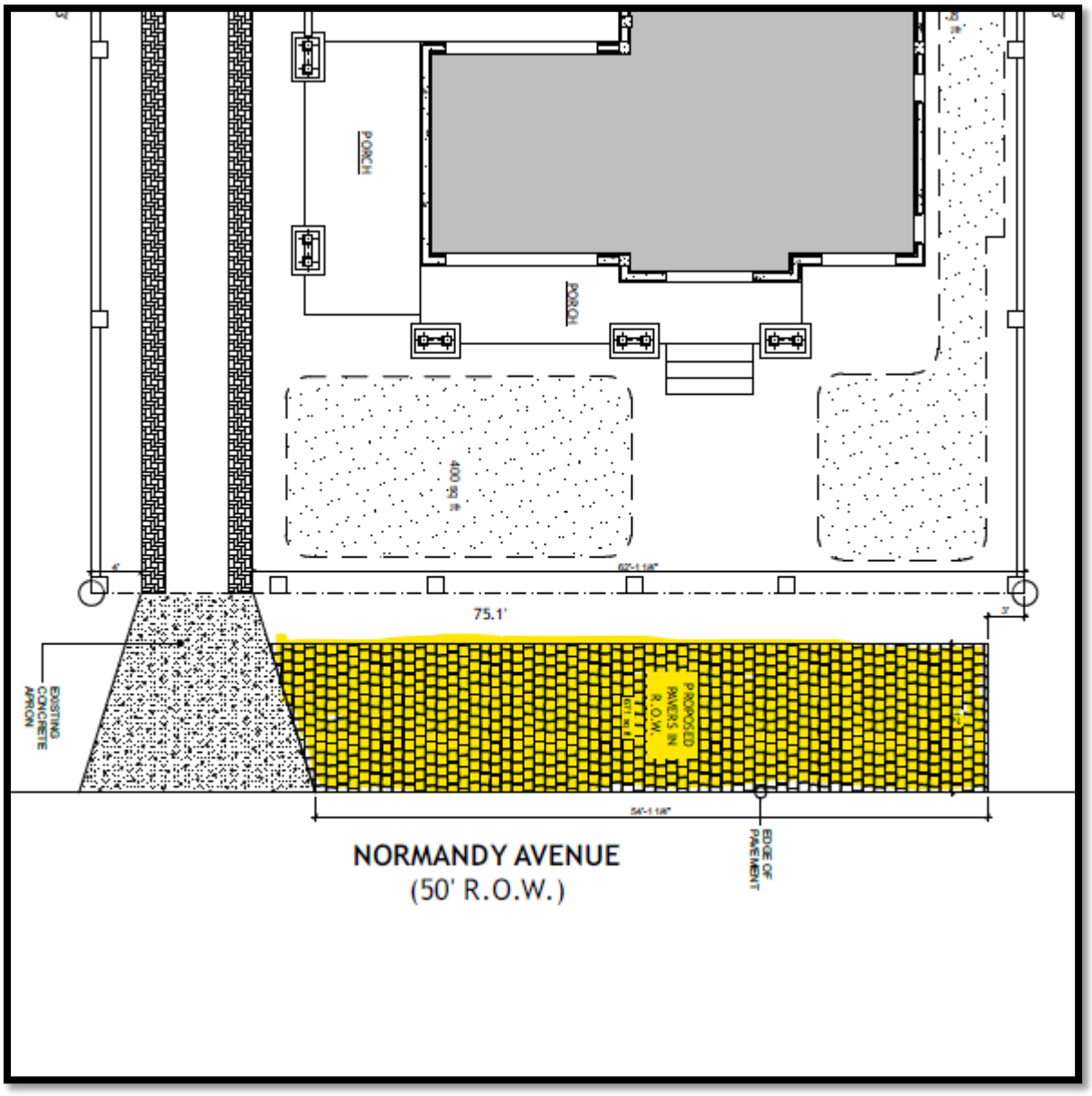


Exhibit "B" – Location Map

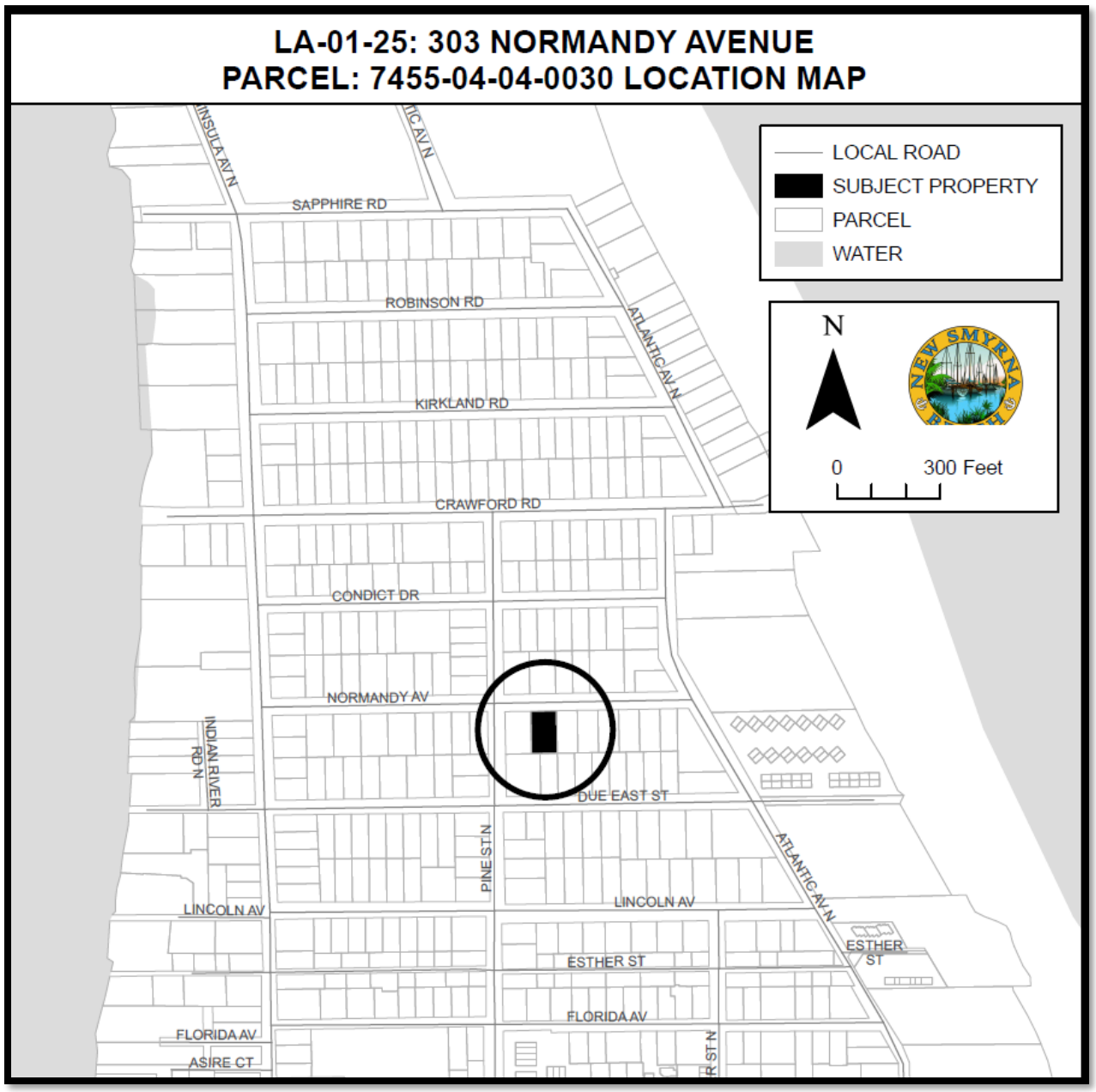


Exhibit G

THE CITY OF NEW SMYRNA BEACH - GOLF COURSE

CONSIDER THE APPROVAL FOR AWARD OF RFP 14-25-LS FOR THE GOLF COURSE'S CART FLEET TO CLUB CAR LLC.

August 12, 2025

Background:

The city currently has a capital lease agreement for sixty (60) golf carts and one (1) ranger picker cart that will expire in September of 2025. In addition, the city obtains twenty (20) more carts during peak season (January to April) annually.

The current capital lease for the golf course's cart fleet is with Yamaha. The city advertised an RFP for in April 2025 with a submittal deadline of June 9, 2025.

The city received two proposals during the submission period, Club Car LLC and Tara Electric Vehicles. Yamaha did not submit a proposal.

The Evaluation Committee consisting of the Golf Course Manager, Public Works Director, and Leisure Services Director reviewed the proposals and came to a consensus to recommend the award of contract to Club Car LLC.

Club Car LLC's proposal was the most responsive and responsible meeting the needs of the city. Club Car LLC's proposal included a trade in value for the existing fleet of Yamaha carts of $126,500 and a thirty-six (36) month lease for the sixty (60) golf carts and one (1) range picker. The lease for the golf carts will be $6,692.40 per month and the lease for the range picker will be $449.28 per month. The twenty (20) additional carts for peak season will cost $10,000 annually. In addition, the carts from Club Car LLC will be serviced locally limiting unnecessary down time.

The proposed lease agreement with Club Car, LLC has been reviewed by the City Attorney's office and the Finance Department.

Findings:

Staff recommends approval of the award of RFP 14-25-LS and that the City Commission authorize the City Manager to execute the associated agreements.

Fiscal Analysis:

FY 25-26 annual budget, Golf Course Annual Equipment lease, 004.57.572.52703.544001.

Strategic Plan Item:
No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Evaluation Tabulation.pdf
RFP 14-25-LS City advertised document
New_Smyrna_RFP_14-25-LS_Complete_Bid_Final (1).pdf
Seasonal_Cart_Lease.pdf
500-50762882 NEW SMYRNA BEACH.pdf

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

EVALUATION TABULATION

RFP No. 14-25-LS

Golf Cart Fleet Lease

RESPONSE DEADLINE: June 9, 2025 at 5:00 pm

Tuesday, July 8, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Club Car LLC	Tara Electric Vehicles
Public Records	Pass	Pass
Company Name and Address	Pass	Pass
Title of Position and Company Name	Pass	Pass
Employer Identification Number*	Pass	Pass
Proposer's Certification	Pass	Pass
Potential Conflict of Interest	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass
Management Summary, Experience and References	Pass	Pass
Trade-in Value, Leasing Proposal and Rental Fee	Pass	Pass
Proposed Equipment	Pass	Pass
Deliverable timeline	Pass	Pass
Repairs, Batteries, Warranty and Part Discount	Pass	Pass
Financial Stability	Pass	Fail
City Required Forms	Pass	Fail
Complete Copy of Submittal	Pass	Fail

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Management Summary, Experience and References	Points Based	20 *(20% of Total)*

Description:

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

Description:

Criteria	Scoring Method	Weight (Points)
Deliverable Timeframe	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Repairs, Batteries, Warranty and Discount	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Trade-in Value	Points Based	25 *(25% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Club Car LLC	98	93	100	**97**
Tara Electric Vehicles	96	90	20	**68.67**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Management Summary, Experience and References Points Based 20 Points (20%)	Equipment Points Based 20 Points (20%)	Deliverable Timeframe Points Based 20 Points (20%)	Repairs, Batteries, Warranty and Discount Points Based 15 Points (15%)
Club Car LLC	19.3	18	20	14.7
Tara Electric Vehicles	15	12	16.7	9.7

Vendor	Trade-in Value Points Based 25 Points (25%)	Total Score (Max Score 100)
Club Car LLC	25	**97**
Tara Electric Vehicles	15.3	**68.67**

INDIVIDUAL PROPOSAL SCORES

Club Car LLC

Management Summary, Experience and References | Points Based | 20 Points (20%)

Evaluator 1: 20

Good Summary. 30 years experience for repair tech that is 5 miles from course. Good references

Evaluator 2: 18

Club Car 66 years in business, known for monsoon roof. Local service and warranty work done in NSB.

Evaluator 3: 20

Reference was provided ,Club car has been in business for 67 years,. Management has been with company for over 37 years

Equipment | Points Based | 20 Points (20%)

Evaluator 1: 18

Meet requirements 80,308.80 per year over 3 years totaling $240,926.40 Range cart 5,391.36 per year totaling 16,174.08

Evaluator 2: 16

60 2026 Club Car Tempo electric golf carts with lead acid batteries and 1 Carryall 300 utility range cab and picker.

Evaluator 3: 20

All specifications were complete

Deliverable Timeframe | Points Based | 20 Points (20%)

Evaluator 1: 20

45-60 days after PO issued

Evaluator 2: 20

To be delivered approximately Sept. 2025.

Evaluator 3: 20

All time frames are to specs of contract

Repairs, Batteries, Warranty and Discount | Points Based | 15 Points (15%)

Evaluator 1: 15

Batteries covered. Standard warranty

Evaluator 2: 14

Club Car warranty. Repairs by factory service tech, authorized dealer Gulf Atlantic Vehicles in NSB. Warranty for batteries 4 years or 25,000 amps. No discount on parts offered to city.

Evaluator 3: 15

All repair and warranty are in compliance. Batteries meet the requirements

Trade-in Value | Points Based | 25 Points (25%)

Evaluator 1: 25

Trade-in value 126,500

Evaluator 2: 25

55 Yamaha carts at $2,300 each, total trade $126,500. Purchase price: $6,018 per cart and $15,000 for range vehicle. Monthly payment $449.28

Evaluator 3: 25

36-month lease $6692.40 per month. Range picker $449.22 per month. Trade in $126,500 for fleet.20 seasonal carts $100.00 per cart

Tara Electric Vehicles

Management Summary, Experience and References | Points Based | 20 Points (20%)

Evaluator 1: 18

Basic summary 18 years in cart business, Orlando distribution. Did not bring cart to look at.

Evaluator 2: 17

Company 18 years old. East distribution based in Orlando.

Evaluator 3: 10

20 years in business. No Florida based references. information incomplete

Equipment | Points Based | 20 Points (20%)

Evaluator 1: 19

Not the same battery that was required. 31,937.40 yearly over 3 years 95,812.20/ 4 years 127,749.60. Range cart 1,054.94 yearly

Evaluator 2: 17

60 Spirit Air carts and 1 Turfman 800 Plus. Lithium batteries, top speed 13 mph,

Evaluator 3: 0

Lithium battery only excludes from proposal

Deliverable Timeframe | Points Based | 20 Points (20%)

Evaluator 1: 20

October 1st, 2025 or sooner

Evaluator 2: 20

Expected delivery on or before Oct. 1, 2025. Lease term begins Oct. 1, 2025.

Evaluator 3: 10

Time frame meets proposal

Repairs, Batteries, Warranty and Discount | Points Based | 15 Points (15%)

Evaluator 1: 15

Basic warranty for 2 years seat/body 3 years

Evaluator 2: 14

Parts ship from Orlando warehouse, allow 3 to 5 business days for delivery. Option 1 - self-service...TARA technicians on site to support and training. All warranty parts provided, damages golf course is responsible for. Option 2 - Service Partner. EV Shield is partner. EV Shield to provide technician. Service provided by request, 3 to 5 business days. Warranty repairs covered by services, other repairs covered by course. Option 3 - TARA Service Technician...located in Orlando. Available if other options are taken. TARA technician present at delivery for training and support to golf course staff. Warranty part and service is covered by the original agreement for length of lease.

Evaluator 3: 0

Lithium batteries are not expectable for this operation. All parts are made in China

Trade-in Value | Points Based | 25 Points (25%)

Evaluator 1: 24

90,750

Evaluator 2: 22

Trade in 55 Yamaha carts for $1,650 each. Total of $90,750. $5,800 per cart, $11,495 for range vehicle.

Evaluator 3: 0

Trade in $90,750. No seasonal cart proposal

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

https://www.cityofnsb.com/

RFP 14-25-LS

GOLF CART FLEET LEASE

RELEASE DATE: April 25, 2025
DEADLINE FOR QUESTIONS: May 9, 2025
RESPONSE DEADLINE: June 9, 2025, 5:00 pm

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

City of New Smyrna Beach

RFP 14-25-LS

Golf Cart Fleet Lease

I. Public Notice .....
II. Introduction .....
III. General Information .....
IV. Minimum Qualifications .....
V. Description of Lease and Equipment .....
VI. Criteria and Submittal Format.....
VII. Insurance Requirements .....
VIII. Required Responses.....

Attachments:
A - Public Records
B - Required Documentation

I. Public Notice

14-25-LS

Golf Cart Fleet Lease

The City of New Smyrna Beach, Florida (the "City") is requesting proposals from qualified golf cart manufacturer's authorized dealers to provide capital leasing options for electric golf carts and a range picker. Additional rental carts may also be needed during peak seasons.

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

End of Advertisement

Publish: Daytona News Journal, Friday, April 25, 2025
City website: www.cityofnsb.com
OpenGov: https://procurement.opengov.com/portal/cityofnsb

II. Introduction

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

For purposes of this solicitation the terms "Consultant" "Proposer," "Respondent" and/or "Vendor," are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

II.A Summary

The City of New Smyrna Beach (herein after, "City") is requesting proposals from qualified golf cart manufacturer's authorized dealers to provide capital leasing options for the acquisition of sixty (60) electric golf carts and one (1) range picker.

In addition to the lease, proposers shall also provide pricing for up to twenty (20) electric golf carts that the city may rent during the peak season starting January 1st through April 30th every year during the duration of the awarded contract. The need and quantity of the rental carts may fluctuate year to year. Therefore, the city reserves the right to not order any additional carts, or any number of carts up to twenty (20) carts during the peak season.

All carts shall meet the specifications included herein and all carts will be utilized and stationed at the New Smyrna Beach Golf Course located at 1000 Wayne Avenue, New Smyrna Beach, Florida, 32168.

Authorized dealers must be licensed to do business in the State of Florida and provide other related services as noted in this document, in accordance with all specifications, terms, and conditions contained herein.

If an award is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the city, taking into consideration the evaluation factors set forth in this document.

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced through Chapter 224.08, Special Acts of Florida, 1943, and subsequently amended, with the most recent update taking effect January 1, 2021.

The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four Commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

II.C Contact Information

Janet Vivian
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

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

Issue RFP Notice	April 25, 2025

Deadline for Written Questions	May 9, 2025, 5:00pm
Proposal Submission Deadline	June 9, 2025, 5:00pm
Opening of Submittals	June 10, 2025, 9:00am Microsoft Teams Meeting: A link to join the meeting is provided in Section III.AA or call in (audio only): 786-636-1338 Phone Conference ID: 482 260 415#
Evaluation Meeting	June 18, 2025, 2:00pm Microsoft Teams Meeting: A link to join the meeting is provided on the city website. or call in (audio only): 786-636-1338 Phone Conference ID: 369 401 219#
Recommendation of award to City Commission	July 8, 2025

III. General Information

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

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or any other errors in this document, the proposer shall immediately notify the Purchasing Agent, noted herein, of such error in writing and request a modification or clarification of the document. The Purchasing Agent shall make modifications by issuing an addendum and shall post to the City's e-Procurement portal and give written notice to all parties who have received this document. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this document prior to submitting a response or it shall be waived.

III.B Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

III.C Award of Contract

If an award of contract is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document. The City shall not use any other factors or criteria in the evaluation of the proposals received.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Contractor.

It is the City's intent to enter into one agreement with one company for a term of thirty-six (36) months.

Assignment: The awarded Firm or Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

III.D City's Rights

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

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

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

III.E Collusion Among Firms

More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

The Proposer, by affixing its signature to a submitted proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation

submitting and making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

III.F Completeness and Compliance

Submitted proposals shall contain the information as required in this solicitation. Failure to submit the required information, or proposals that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the proposal must be in total compliance with the specifications of this solicitation. Alternate proposals will not be considered unless specifically called for in this solicitation. Proposers' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Proposer to the extent that you confirm acceptance by your electronic submission.

By submitting a response, the Proposer certifies that the Proposer has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

III.G Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

III.H Conflict of Interest

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

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

III.I Cost of Submittal

Proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost to the Proposer and shall not be passed on to or be borne by the City. By submission of a proposal, the Proposer agrees that any and all costs associated with the preparation of the proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the City shall bear no responsibility for any costs associated with the preparation of the proposal including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

III.J Determining Responsibility

The determination as to whether a Proposer is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete projects timely, whose investigations show that the proposer is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Proposer's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Proposer;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Proposer or filed by the Proposer for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Proposer is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Proposer's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

III.K Due Date

Electronic proposals shall be received prior to 5:00 pm on Monday, June 9, 2025, via the City's e-Procurement Portal.

Submittals will not be permitted or accepted after this date and time. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding proposers for any expenses incurred in preparing a response to this solicitation.

Contact OpenGov technical support at support@opengov.com if technical difficulties arise during the submission of a proposal.

Received proposals are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or vendor notes.

The City is not responsible for the failure of a Proposer or the Proposer's agent to submit responses in a timely manner. Proposals by email, telephone or fax shall be rejected as non-responsive.

III.L Evaluation of Submittals

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

Presentations or demonstrations may be scheduled for the top-ranked respondents. If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The consensus of the committee will be the deciding factor on how to move forward.

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

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

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

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm or individual which is determined to be in the best interest of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm or individual, negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

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

III.M E-Verify

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

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

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

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

III.N Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Consultants doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Consultant be authorized to use the City's Tax Exemption Number in securing such materials.

III.O Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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

PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

III.P Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

III.Q Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

III.R Human Trafficking

Compliant with Florida Statutes, 787.06.

A contract resulting from this solicitation is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided a complete Human Trafficking Affidavit provided as attachment in Section VIIII of this document.

III.S Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

III.T Inquiries

To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or City representative from the issuance date of this solicitation until the City's final action. Unauthorized contact regarding this solicitation with any employee, and/or elected City officials of the City of New Smyrna Beach other than purchasing may result in disqualification from this procurement process of the contacting individual/firm submittal.

All questions related to this RFP shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pmon Friday, May 9, 2025. In order to ensure that questions asked are responded to correctly, include the section title for each question and enter each question separately.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

All responses to questions will be in the form of an addendum that will be posted on OpenGov. Proposers are required to acknowledge receipt of the posted addendums, if any, by signing a posted addendum and submitting a signed copy with a submitted proposal.

It is the responsibility of the prospective respondents to check OpenGov for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party service or any source not listed above. It is the sole responsibility of the contractor

to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

III.U Joint Ventures

Responders that are intending to submit a bid response as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

III.V Judgements/Legal Findings

By submitting a proposal for consideration, the proposer affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

III.W Legal Requirements

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

III.X Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded consultant shall hold and save the City of New Smyrna Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

The Consultant shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Consultant's breach of contract or negligence, including all attorney’s fees and costs, and shall pay any and all damages,

fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

III.Y Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed proposal methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

III.Z On-line Provider Disclaimer

It is recommended that respondents register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

III.AA Opening of Proposals

Electronic proposals will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received proposals will be publicly opened and the Proposers' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Join the meeting now

Meeting ID: 215 996 865 806 7, Passcode: 4VK2Ty2L

or dial in by phone: 786-636-1338. Phone conference: 482 260 415#

Proposers may also contact the City's Purchasing Agent to obtain information to view the opening of the received proposals. No discussion of the proposals will occur at this time.

III.BB Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach.

III.CC Principals/Collusion

By submission of this proposal, the undersigned, as proposer, does declare that the only person or persons interested in this solicitation as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this solicitation or in the contract to be entered into; that this proposal is made without connection with any person, company or

parties submitting a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

III.DD Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time;

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

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

III.EE Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any proposer in the preparation of its bid in response to this RFP, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

III.FF Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement Agent with a detailed explanation and justification including statutory cites and specific reference to a submitted proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

All proposals received from proposers in response to this solicitation will become the property of the City of New Smyrna Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

III.GG Protest Procedures

1) Respondents who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Proposals not meeting the minimum published requirements, including specifications, scope of service, or required documents, are not subject to protest.

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

3) A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

4) The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

III.HH Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

III.II Relation of City

It is the intent of the parties hereto that the consultant shall be legally considered an independent consultant, and that neither the consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

III.JJ Requests for Clarification

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

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a submittal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its proposal.

III.KK Single Proposal

Each Proposer must submit, with their bid, the required forms included in this solicitation. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same solicitation.

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

III.LL State Registration Requirements

Any corporation submitting a proposal in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

III.MM Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure:

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon

as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said event shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

III.NN Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

III.OO Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the City prior to the time set for the closing of solicitation.

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

IV. Minimum Qualifications

IV.A Minimum Qualifications

At a minimum, the successful proposer must:

- Be currently certified, licensed and authorized to work in the State of Florida
- Be registered on Sunbiz with an active status
- Be a qualified golf cart manufacturer's authorized dealer
- Possess the correct professional license, and any other authorizations necessary to carry out and perform the work in accordance with the specifications pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the solicitation response indicating that the entity proposing, as well as the team assigned to the City

account, are properly licensed to perform the activities or work included in the contract documents.

Financial Capacity: The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five Days (5) of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

Proposers that do not meet the minimum requirements as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the city are final.

The City of New Smyrna Beach reserves the right to require the proposer to submit such evidence of his/her qualifications and experience as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a proposer.

V. Description of Lease and Equipment

V.A Leasing Agreement and Options

It is the City's intent to enter a thirty-six (36) month capital lease agreement for the acquisition of sixty (60) electric golf carts and one (1) range picker.

The lease agreement shall start October 1, 2025, and leasing payment option shall be quarterly. The agreement shall include a "non-appropriation" clause that does not obligate the city to pay any net contract balance remaining beyond fiscal year wherein funds have not been appropriated for that expense. The fiscal year for the City of New Smyrna Beach is October 1st through September 30th of the following year.

In addition to the lease, proposers shall also provide pricing for up to twenty (20) electric golf carts that the City may rent at any time to cover peak season needs.

V.B Leased Carts and Range Picker

Leased carts, at a minimum shall be:

- New and of the newest model available at the time of award
- Electric carts equipped with standard equipment
- Capacity of two (2) passenger and two (2) golf bags
- All carts shall also include club rain cover, windshields, information holder, sand buckets with lids (2 per cart), sweater basket, bagwell liners
- Canopy Tops with Canopy Support Struts, dual coated with electrostatic and powder coatings

- 48-volt rechargeable battery and one (1) 8' charger included with each cart, or a lithium battery per cart
- Carts shall utilize a 4-wheel design, with hubcaps
- Four (4) 4 ply premium tread tires
- Scuff Guards
- Quick fill Watering system for batteries w/float indicator
- Two (2) keys per cart
- Carts shall be numbered with decals one (1) through sixty (60)

Leased Ranger Picker: Shall be new and of the newest model available at the time of award. Must have a ball cage and a front attachment.

All vehicles must perform according to the safety and performance specifications of the American National Standard for Golf Car developed by the National Golf Cart Manufacturer's Association (NGCMA) to ensure adequate levels of safety. NGCMA is accredited by the American National Standards Institute (ANSI).

V.C Rental Carts for Peak Season

Proposals shall include a rental fee for seasonal carts meeting all specifications listed herein.

Payment for rental carts will be paid separate than the leased carts. Rental fee shall be a fixed fee that includes delivery and pick-up.

The anticipated peak season will normally run from January 1st through April 30th every year. The need and quantity of the rental carts may fluctuate year to year. Therefore, the city reserves the right to order no additional carts, twenty (20) carts, or any number of carts in between. The city will communicate the need and the quantity of the additional carts sixty (60) days prior to the start of peak season.

Seasonal Carts, at a minimum shall be:

- Electric carts equipment with standard equipment
- Including rain cover, windshields, information holder, sand buckets with lids (2 per cart), sweater basket, bagwell liners
- Canopy Tops with Canopy Support Struts, dual coated with electrostatic and powder coatings
- 48 volt – 6 x 8 volt rechargeable batteries and one (1) 8' charger included with each cart
- Carts shall utilize a 4 wheel design, with hubcaps
- Four (4) 4 ply premium tread tires
- Scuff Guards

- Quick fill Watering system for batteries w/float indicator
- Two (2) keys per cart

All vehicles must perform according to the safety and performance specifications of the American National Standard for Golf Car developed by the National Golf Cart Manufacturer's Association (NGCMA) to ensure adequate levels of safety. NGCMA is accredited by the American National Standards Institute (ANSI).

V.D Batteries, Maintenance and Warranty

Battery Life: Initial battery shall be a deep cycle, heavy-duty. Battery performance shall meet or exceed golf rounds of 36 holes per day for the full lease term. If battery fails prior to the end of lease term, successful proposer shall replace battery(s) at no charge to the City.

All carts shall be fully operational within a reasonable time agreed upon between the city and awarded contractor. Any cart requiring frequent repair as judged by the NSGC Course Manager or designee must be replaced on request of the Manager at no additional charge throughout the lease contract term.

The successful proposer shall provide all services, parts, labor, and maintenance, as well as bumper to bumper warranty which covers parts and labor, at no cost to the City throughout the contract term. New Smyrna Golf Course (NSGC) shall perform preventative maintenance in the form of monthly battery maintenance and other service of the golf carts per NSGC standard maintenance protocol. All other maintenance shall be performed by the golf cart provider at no additional cost to the City.

The successful proposer shall maintain a "Service History" for each cart. Such information is to be available upon request to the NSGC Manager or designee. Information to be included in said history is to include date and time of call for service; name of caller; caller's description of the service issue; date and time service technician arrived at site; actual problem found, repairs made, and parts used; and the date and time the unit is again fully operational.

New Smyrna Beach Golf Course shall clean, wash, and maintain the correct tire pressure on the carts.

V.E Trade-in Value

The city currently has a thirty-six-month lease agreement for fifty-five (55) electric Yamaha carts. As of July 1, 2025, the lease will be paid in full.

Proposers shall take in consideration the current carts and provide a fair trade in value as part of the submittal.

V.F Demonstration of New Carts

Proposers must deliver their recommended golf cart to the Golf Course the week of May 5, 2025. The carts shall remain at the Golf Course for a two-week trial period.

VI. Criteria and Submittal Format

VI.A Evaluation Criteria

An evaluation committee of city staff shall independently review and score each proposal. Proposals shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

Criteria	Maximum Points
Management Summary, Experience and References	20
Trade in Value, Leasing Proposal and Rental Fee	25
Proposed Equipment	20
Deliverable Timeline	20
Repairs, Batteries, Warranty and Part Discount	15
Total	100

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this solicitation. The city shall seek to identify the submittal(s) which shall best meet the needs of the city as determined from the responses received.

If no single top-ranked firm can be clearly identified by review of the written submittals alone, presentations shall be scheduled with the top ranked firm(s) for oral presentations/interviews. If Oral Presentations are required, the shortlisted firms will be re-ranked based solely on the presentations. The evaluation criteria may be modified for the oral presentation portion of the evaluation. The consensus of the committee will be the deciding factor on how to move forward.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm which is determined to be in the best interests of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

VI.B Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the professional consultant declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner and is a representation of the consultant.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

VI.C Management Summary, Experience and References

Cover letter: Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning the proposal. Submission of a signed Proposal is Proposer's certification that the Proposer shall accept any awards made to him as a result of said submission of the terms contained therein.

Managment summary: Proposal should a include a management summary of not more than two (2) pages that highlight each of the key areas of the proposal and that summarizes why they should be selected as the City's golf cart fleet provider.

Summary shall list those individuals who will have the lead in administering the contract. List name, title or position, office address and specific duties.

Experience: Provide background of your firm including number of years in business, number of personnel, and other pertinent information. List performance of similar contracts, excluding any contract with the City of New Smyrna Beach, Florida. Provide information on prior failure (if any) to perform awarded contract. Within the past five years, if your company has been cited by any local, state or federal agencies for violations involving safety procedures, please describe the details and outcome, including the agencies name and contact number. Also supply details and outcome of any lawsuits your company has been involved in within the past five years relating to personal injury as a result of your company's actions or inactions.

References: Provide a listing of a minimum of three (3) of the company's projects/customers similar in size and scope to the services described in the RFP, both present and past customers. If applicable, please list examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract.

VI.D Trade-in Value and Lease Proposal

Provide the trade-in value and lease proposal with detailed terms and conditions. The provided values shall include all costs associated with the performance of the services. There shall be no hidden costs associated with this request.

Full disclosure of nature and amount of all fees and charges is mandatory. The City shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal and mutually agreed upon in advance in writing. The City reserves the right to accept any part or all of the proposer's trade-in value and leasing proposal.

VI.E Equipment Specifications

Provide detail description, specifications, and photographs/images of the proposed leased golf carts and range picker cart.

Reminder:

Leased carts, at a minimum shall be:

- New and of the newest model available at the time of award
- Electric carts equipped with standard equipment
- Capacity of two (2) passenger and two (2) golf bags
- All carts shall also include club rain cover, windshields, information holder, sand buckets with lids (2 per cart), sweater basket, bagwell liners
- Canopy Tops with Canopy Support Struts, dual coated with electrostatic and powder coatings
- 48-volt rechargeable battery and one (1) 8' charger included with each cart, or a lithium battery per cart
- Carts shall utilize a 4-wheel design, with hubcaps
- Four (4) 4 ply premium tread tires
- Scuff Guards
- Quick fill Watering system for batteries w/float indicator
- Two (2) keys per cart
- Carts shall be numbered with decals one (1) through sixty (60)

Leased Ranger Picker: Shall be new and of the newest model available at the time of award. Must have a ball cage and a front attachment.

All vehicles must perform according to the safety and performance specifications of the American National Standard for Golf Car developed by the National Golf Cart Manufacturer's Association (NGCMA) to ensure adequate levels of safety. NGCMA is accredited by the American National Standards Institute (ANSI).

VI.F Deliverable Timeframe

Proposers shall provide a timeframe as to when the fleet of golf carts and range picker will be delivered. The expectation is that the fleet of carts and the range picker will be delivered prior to October 1, 2025.

Seasonal carts shall be delivered annually on January 1st and picked up April 30th.

VI.G Repairs, Batteries, Warranty and Part Discount

Proposer shall provide a detailed outline of the provided parts and services:

- Batteries
- Warranty
- Part Discount

Include the location that the repairs will be completed and approximate turn-around time for completion.

VI.H Financial Stability and Litigation

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

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

VI.I Acceptance of Conditions

Upload a statement indicating any exceptions to the general terms and conditions, insurance requirements or any other requirements listed in this solicitation document. If there are no exceptions, upload a statement stating there are no exceptions.

VI.J Required documentation

Upload as one (1) PDF document COMPLETED City required forms provided in the Attachment Section of this document. Forms include, notarized, non-notarized, and any Addendums that may be issued.

VI.K Complete Copy of Submittal

Upload as one (1) PDF document a complete copy of the proposal, including cover page, evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization. Please do not include a copy of this solicitation document.

VII. Insurance Requirements

VII.A Insurance Requirements

These insurance requirements pertain to liabilities for which the cart vendor is responsible.

For instance, if there is a malfunction in any equipment involved in the golf carts, chargers, etc., which causes a fire, that would be part of the Fire Damage listed.

If there is a fire on New Smyrna Golf Club property NOT related to the above scenario, which damages the carts, the City's insurance would be responsible.

- Person Each Occurrence Aggregate
- Public Liability $300,000.00 $1,000,000.00 $1,000,000.00
- Vehicle Liability $300,000.00 $300,000.00
- Property Damage $500,000.00 $500,000.00
- Fire Damage $50,000.00

A.

Certificate Holder:

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

VII.B Acknowledgment of Insurance Requirements

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

VIII. Required Responses

VIII.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Please confirm
*Response required

VIII.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

VIII.C Title of Position and Company Name*

Provide the title of the Prime Proposer and company name of the organization.

*Response required

VIII.D Employer Identification Number**

Provide the Employer Identification Number.

*Response required

VIII.E Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the consultant as its act and deed and that the consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned

executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm
*Response required

VIII.F Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project
- Or, on company letterhead, upload a statement that no potential conflicts exist.

*Response required

VIII.G Conflict of Interest Disclosure*

PROJECT NUMBER: 14-25-LS - Golf Cart Fleet Lease

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the City the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the City. The City must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

VIII.H Management Summary, Experience and References *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Management Summary, Experience and References

*Response required

VIII.I Trade-in Value, Leasing Proposal and Rental Fee *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Trade-in Value, Leasing Proposal and Rental Fee

*Response required

VIII.J Proposed Equipment*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Proposed Equipment

*Response required

VIII.K Deliverable timeline*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Deliverable timeline

*Response required

VIII.L Repairs, Batteries, Warranty and Part Discount*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Repairs, Batteries, Warranty and Part Discount

*Response required

VIII.M Financial Stability *

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

*Response required

VIII.N City Required Forms*

Upload as one (1) PDF a completed document packet provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

*Response required

VIII.O Complete Copy of Submittal*

Please upload as one (1) PDF document a complete copy of the proposal, including cover page, evaluation criteria, city required forms, and signed addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization.

*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Golf Cart Fleet Lease**

Project ID: **RFP 14-25-LS**

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	
City of NSB Form: Statement of Insurance	
City of NSB Form: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	
City of NSB Form: Non-Collusion Affidavit	
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	
City of NSB Form: Smoke Free Acknowledgement	
City of NSB Form: References	
City of NSB Form: Signed Addendums (if applicable)	
Copy of Sunbiz Registration with Active Status	

City of New Smyrna Beach

Golf Cart Fleet Lease

Project ID: RFP 14-25-LS

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: _____

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

VENDOR INFORMATION

BID #:	RFP 14-25-LS
BID TITLE:	Golf Cart Fleet Lease

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

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

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

_____ _____

Authorized Signature Printed Name

Title: _____ Date: _____

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

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

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

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

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

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

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

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

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

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

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

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

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

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

YES_____NO _____

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

YES_____NO _____

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

YES_____NO _____

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

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

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

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

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

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

_____ Date: _____

Authorized Signature

_____

Print Name and Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

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

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

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

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

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

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

_____
Signed

_____
Title

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

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

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

Consultant Name: _____

Consultant E-Verify Registration Number: _____

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

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

By: _____

Print Name: _____

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

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

_____As identification.

_____
Notary Public

My commission expires:_____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

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

Signature of Notary Public

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

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

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

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

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 14-25-LS, Golf Cart Fleet Lease.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

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

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

Notary Public: State of _____ County of _____

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

My commission expires: _____

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

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

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
Print Name *Print Title*

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

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

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

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

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

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

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

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

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

REFERENCES

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

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

ADDENDUM 1
RFP 14-25-LS: GOLF CART FLEET LESE
MAY 19, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 14-25-LS, Golf Cart Fleet Lease, April 25, 2025.

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

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

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

Questions/Answers:

1. **Question:** Would the City consider a bid for an alternate battery type (lithium)?
   Answer: No, the city will not consider lithium batteries.
2. **Question:** Would the City consider an alternate lease term (48 months) with a lithium powered battery?
   Answer: No, the city will not consider a 48-month lease.
3. **Question:** What year model are your trade ins and what brand are they and how many are they?
   Answer: 2022 Yamaha, 55 carts

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

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

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

Club Car, LLC
4125 Washington Road
Evans, GA 30809
1-800-CLUB-CAR
www.clubcar.com

May 19, 2025

City of New Smyrna Beach
Attn: Purchasing Division
210 Sams Avenue
New Smyrna Beach, FL 32168

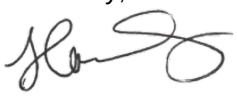
Dear City of New Smyrna Beach:

On behalf of Club Car, thank you for the opportunity to present this proposal. I have made every effort to ensure that it addresses the requirements outlined in RFP 14-25-LS and provides the solution your facility is seeking.

Club Car takes pride in not only our products, but also our commitment to customer service and satisfaction. It is this combination of uncompromising quality, reliability and service that has made Club Car one of the most respected companies in the golf industry for more than 66 years and a valued partner with thousands of facilities and over 500 employees around the world.

If you have questions about any aspect of this proposal, or if you would like to discuss additional ways we might meet your needs, please reach out to Danny Eckles, Territory Manager for over 36 years, at 904-838-4703 or email danny_eckles@clubcar.com. We look forward to serving you.

Sincerely,



Haresh Shah
Chief Financial Officer
www.clubcar.com

Club Car, LLC
1917 Spoonbill St
Jacksonville FL 32224
904-838-4703

5-19-25

To the City of New Smyrna Beach
New Smyrna Beach, Fl
Project ID: RFP 14-25-LS
Ref: Potential Conflict of Interest

To whom it may concern,

Club Car LLC does not have any potential conflicts for this golf cart lease bid.

Sincerely,

Danny Eckles
Sr. Territory Manager
Club Car LLC

Summary and Experience

Club Car is the leader in the golf car industry, providing golf cars to golf courses across the United States and the globe.

We provide a best in class vehicle that utilizes a lightweight aluminum frame to resist corrosion. Our cars also have 5 mph bumpers, dent resistant and molded in color bodies, and rack & pinion steering to enhance your performance, comfort, and peace of mind.

We are most known for our monsoon top that delivers superior protection by efficiently channeling water away from riders, having the tightest turning radius and the largest dash storage in the industry.

Club Car takes pride in not only our products, but also our commitment to customer service and satisfaction. It is this combination of uncompromising quality, reliability and service that has made Club Car one of the most respected companies in the golf industry for more than 66 years and a valued partner with thousands of facilities and over 500 employees around the world.

Gulf Atlantic Golf Cars, located at 3298 Pioneer Trail, New Smyrna Beach FL, would handle the Club Car service and warranty repair. They are located approximately 5 miles from New Smyrna Beach Golf Club and have over 30 years' experience repairing golf cars. The service manager is Brian Wood and his phone number is 386-427-9778. He can also be reached by email at BWood@gulfatlanticvehicles.com.

Your Club Car representative is going to be Danny Eckles, Territory Manager for over 36 years. He can be reached by phone at 904-838-4703 and by email at Danny_Eckles@clubcar.com. In addition to any questions or concerns, he will also be the contact and coordinator for the factory direct service team. This team can perform service work directly on site if necessary.

REFERENCES

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

Project #1:				
Project Name: Riviera Fleet				
Type of Project/Service: Fleet of 62 MY 2023 Club Car Tempo FLA				
Address: 500 Calle Grand St Ormond Beach, FL 32174				
Contracting Agency/Client: Riviera Country Club, Ormond Beach, FL				
Contact Name and Phone #: Ryan Meyers 904 838 8454				
Contact Email Address and Fax #: ryanmeyers@rivcc@gmail.com				
Contract Amount: $500,200.00	Start Date: 09/2022		End Date: 08/2025	
Project #2:				
Project Name: Hidden Lakes 2024				
Type of Project/Service: Fleet of 60 MY 2024 Club Car Tempo FLA				
Address: 35 Fairgreen Ave New Smyrna Beach, FL 32168				
Contracting Agency/Client: Hidden Lakes Golf Course				
Contact Name and Phone #: Robert Schwab 386 427 4138				
Contact Email Address and Fax #: robert@hiddenlakesgolfclub.com				
Contract Amount: $476,940.00	Start Date:	08/2023	End Date:	09/2025
Project #3:				
Project Name: Grand Haven Fleet 2021				
Type of Project/Service: Fleet of 75 MY 2021 Club Car Lithium Golf Cars				
Address: 500 River Front Dr Palm Coast, FL 32137				
Contracting Agency/Client: Grand Haven Golf Club				
Contact Name and Phone #: Andrea Knox 386 445 3965				
Contact Email Address and Fax #: aknox@grandhavengc.com				
Contract Amount: $590,400.00	Start Date:	09/2020	End Date:	03/2024

Club Car, LLC
1917 Spoonbill St
Jacksonville FL 32224

June 3, 2025

City of New Smyrna Beach FL
RFP 14-25-LS
City of New Smyrna Beach Golf Club
New Smyrna Beach FL

I have prepared the following quotation for sixty (60) 2026 Club Car Tempo electric golf cars in lead acid battery.

60 2026 Club Car Tempo electric with two keys per golf car, canopy top, fold down windshield, information holder, rear rain cover, sweater basket, bagwell protector, quick fill watering system, automatic charger, two sand buckets, wheelcovers, premium tires, and number decals 1-60

Operating lease: Golf Car fleet
TERM

36 months	$111.54 x 60 golf cars = $6,692.40 total per month
	Lead Acid batteries net of trades

Operating Lease: Range Picker
Carryall 300 utility with driving range cab and picker bracket
TERM

36 months	$449.28 per month

Selling price of $6018.00 per golf car……..Selling price of $15,000 gas utility range vehicle
Trade in of $2300.00 per Yamaha 2022 golf car…
$2300 x 55 = $126,500.00 (used to lower the lease purchase price)
Once all payments have been made, the equipment becomes the property of the City of New Smyrna Beach

Lead Acid batteries have a 4 year and or 25,000 amp hour warranty

Delivery will be approximate September 2025. If this is approved, please issue a PO hand returned, and I will get the vehicles on order.

Sincerely,

Danny Eckles

City of New Smyrna Beach FL

_____

Date:_____

Club Car, LLC
1917 Spoonbill St
Jacksonville FL 32224
904-838-4703

36 month Capital Lease proposal

We are pleased to present the following quotation for your bid request.

Club Car Tempo Lead Acid Battery fleet golf car

Capital Lease

Qty	**TERM**	**Price per car per month (total per month)**
60	36 months	$111.54 x 60 cars = ($6,692.40 per month)

Capital Lease **Club Car Carryall 300 gas utility with driving range enclosure**

Qty	**TERM**	**Price per vehicle per month**
1	36 months	$449.28

One all payments have been made, the vehicles will become the property of the City of New Smyrna Beach

Sincerely,

Danny Eckles
Sr. Territory Manager
Club Car LLC

Augusta Branch
4125 Washington Road
Evans, GA 30809
Phone: 706-863-3000x7156
Fax: 706-869-1666

05/13/2025

CITY OF NEW SMYRNA BEACH
ATTN:Gary Weintz
1000 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168-6129
US

CUSTOMER

CONFIRMATION

Dear Gary Weintz,
This letter is to inform you that Club Car, LLC has received your lease request to rent the following vehicles for the specified dates below.

Delivery Date: 01/02/2026 **Pickup Date:** 04/30/2026

Qty.	Description	Price/Car/Month	Billing Amount
20	LSTM2E - LEASE TEMPO 2PASS ELEC	$100.00	$8,000.00
		Total Retail Charge:	$8,000.00
		Transportation Out:	$1,000.00
		Transportation Back:	$1,000.00
		Sub-Total:	$10,000.00
		Sales Taxes:	$0.00
		Total Charges:	$10,000.00

Price/Payments do not include applicable property taxes.

Terms: NET 30 **# Pmts.:** 4 **Std. Monthly Bill:** $2,000.00 **1st Bill:**$3,000.00
(M = Monthly T = Term) (Includes Transportation)
1st Bill Total:$3,000.00

Options:

CITY OF NEW SMYRNA BEACH's current Certificate of Insurance for Liability expires on 10/01/2021.
Please note, in order to ship cars, we need a current insurance certificate on file. If necessary, fax us an updated copy to the fax number above.

Club Car, LLC, has the following information about CITY OF NEW SMYRNA BEACH

Shipping Address:

CITY OF NEW SMYRNA BEACH
1000 SAMS AVENUE
Contact Name: Gary Weintz
Contact Phone: (386) 424-2191
Contact Email: gwintz@cityofnsb.com

Billing Address:

CITY OF NEW SMYRNA BEACH
1000 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168-6129
US
Contact Name: Gary Weintz
Contact Phone: (386) 424-2191
Contact Email: gwintz@cityofnsb.com

Please confirm this lease with your electronic signature.
Thank you!

For further assistance please call -7158 or email
shirley_gibbons@clubcar.com and reference Lease # PRS068.

Customer Confirmation

{{Sig_es_:signer1:signature}} 05/27/2025

Signature Date

Club Car, LLC
1917 Spoonbill St
Jacksonville FL 32224
904-838-4703

5-19-25

To the City of New Smyrna Beach
New Smyrna Beach, Fl
Project ID: RFP 14-25-LS
Ref: Deliverable Timeline

To whom it may concern,

Club Car LLC can deliver, once approved and PO issued, 45 to 60 days from order date.

Sincerely,

Danny Eckles
Sr. Territory Manager
Club Car LLC

Club Car, LLC
1917 Spoonbill St
Jacksonville FL 32224
904-838-4703

May 27, 2025

City of New Smyrna Beach FL
RFP 14-25-LS
City of New Smyrna Beach Golf Club
New Smyrna Beach FL

Repairs, Batteries, Warranty and Part Discount

Club Car will repair each Club Car golf car in accordance with the Club Car warranty. Repairs are to be provided by its factory service technician. Club Car can also issue repairs through its authorized dealer, Gulf Atlantic Vehicles, located in New Smyrna Beach, FL as needed.

Club Car will warranty its batteries for 4 years and/or 25,000 amp hours as recorded by the controller on the vehicle.

Club Car does not offer a parts discount to the City of New Smyrna Beach Golf Course.

Sincerely,

Danny Eckles

LIMITED WARRANTY

WARRANTY

Club Car, LLC ("Club Car") hereby warrants to the original purchaser or lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from Club Car or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by Club Car, its Authorized Dealers or Distributors, or a service agency approved by Club Car. For repairs made by qualified technicians other than Club Car's factory technicians or an Authorized Dealer or Distributor, Club Car will provide only the replacement parts or components.

WARRANTY TIMEFRAME

ITEM	SUB-ITEMS	COVERAGE
VEHICLE MAINFRAME	Not applicable	Limited Lifetime
SUSPENSION	Steering gearbox, steering column, shocks, and leaf springs	4 years
ELECTRIC POWERTRAIN	Electric motor, transaxle, and MCOR	3 years
DEEP CYCLE BATTERY	25,000-amp hours as recorded by the controller or four years, whichever occurs first, for properly maintained vehicles using an authorized deionizer system. Otherwise 20,000-amp hours or four years.	4 years
MAJOR ELECTRONICS	Solid state speed controller and battery charger	4 years
PEDAL GROUP	Pedal group mechanical assembly, brake cluster assemblies, brake cables, and accelerator pedal position sensor (APPS)	4 years
SEATS	Seat bottom, seat back, and armrests	4 years
CANOPY SYSTEM	Canopy, rear canopy supports, drainage system, and structural accessory module (SAM)	4 years
BODY GROUP	Beauty panels and front/rear underbody	3 years
ALL REMAINING COMPONENTS	Solenoid, limit switches, voltage regulator, F&R switch, and options and accessories supplied by Club Car, including components not specified otherwise	2 years

EXCLUSIONS

Excluded from any Club Car warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment including Club Car approved or non-approved GPS systems, non-approved alteration, and acts of God. Also excluded from any Club Car warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as engine mounts, bed floor lining, mats, pads, spark plugs, light bulbs, brake pads, belts, brushes, solenoids, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

The provisions of this limited warranty shall not apply to failure due to the following conditions:

- Batteries
  - Improper charging of a vehicle due to the use of a battery charger model not approved by Club Car for use with the vehicle.
  - Use of water in batteries, including tap water, that contains impurities. Distilled water or a properly maintained, Club Car approved battery water deionizer and filter system must be used to ensure water quality.
  - Abuse such as overcharging, undercharging, improper fluid levels, loose wiring and fasteners, or rusted or corroded hardware.
  - Use of energy management systems that do not allow a minimum of 12 hours of charge time to assure proper charging.
  - Use of any accessories that do not draw power off the complete system voltage.
  - Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
  - A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
  - A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle operator's manual (the number of operational chargers must equal the number of operational vehicles), or use of an unapproved algorithm.
- Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the operator's manual.
- Damages caused by improper installation of the component.
- Failed semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of Club Car.
- Damaged charger AC and DC cord set with plug, which is a wear item and subject to user abuse.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, Club Car does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the operator's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

Club Car, LLC
4125 Washington Road
Evans, GA 30809
1-800-CLUB-CAR
www.clubcar.com

May 19, 2025

To the City of New Smyrna Beach
New Smyrna Beach, Fl
Project ID: RFP 14-25-LS
Ref: Financial Stability

To whom it may concern,

In response to the City of New Smyrna Beach's request for statement of financial stability, Club Car LLC hereby affirms the following:

We certify that Club Car LLC is financially stable and possesses the necessary financial and human resources to perform the required services at the levels and standards expected by the city. Our organization has a proven track record of successfully delivering similar services and maintains the personnel, infrastructure, and fiscal responsibility to meet and exceed performance expectations.

There have been no documented failures in the past 5 years to report.

We appreciate the opportunity to participate in this process and are fully committed to upholding the quality and reliability standards required by the city.

Our DUN number is 088605787.

Please do not hesitate to contact us should you need any further documentation or clarification.

Sincerely,

Victoria Bell
Contracts and Compliance Specialist
Club Car LLC

City of New Smyrna Beach

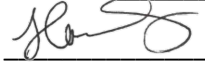
Bid/Proposal Response

Title of Project Name: **Golf Cart Fleet Lease**

Project ID: **RFP 14-25-LS**

Company Name: Club Car LLC

Print Authorized Officer Name & Title: Haresh Shah, Chief Financial Officer

Signature Authorized Officer: 

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	X
City of NSB Form: Vendor Information Form	X
City of NSB Form: Vendor Summary Form	X
City of NSB Form: Completed W9	X
City of NSB Form: Statement of Insurance	X
City of NSB Form: Public Entity Crime Information Statement	X
City of NSB Form: Disputes Disclosure	X
City of NSB Form: Drug Free Workplace Certification	X
City of NSB Form: Sworn Statement	X
City of NSB Form: Non-Collusion Affidavit	X
City of NSB Form: E-Verify	X
City of NSB Form: Human Trafficking Affidavit	X
City of NSB Form: Conflict of Interest	X
City of NSB Form: Organizational Information	X
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	X
City of NSB Form: Smoke Free Acknowledgement	X
City of NSB Form: References	X
City of NSB Form: Signed Addendums (if applicable)	X
Copy of Sunbiz Registration with Active Status	X

City of New Smyrna Beach

Golf Cart Fleet Lease

Project ID: RFP 14-25-LS

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Danny Eckles	Senior Territory Manager	904 838 4703

Haresh Shah
Print Name

CFO
Signature/Title)

Club Car LLC
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture __X__ Corporation

State of Incorporation: Delaware

Federal I.D. or Social Security number is: 13-3488925

VENDOR INFORMATION

BID #:	RFP 14-25-LS
BID TITLE:	Golf Cart Fleet Lease

Respondent Information

Company Name: Club Car LLC

Federal Employer Identification Number or SS Number: 13-3488925

DUN Number: 088605787

Mailing Address: P.O. Box 204658

Type of Entity (Circle One)

(Corporation) Partnership Proprietorship Joint Venture

City, State, Zip Code: Augusta, GA 30917

Incorporated in the State of: Delaware

Corporate Address: 4125 Washington Road

What kind of business: ("For Profit") or "Not for Profit"

Is Firm in good standing: (Yes) or No

City, State, Zip Code: Evans, GA 30809

Authorized to transact business in Florida (Yes) or No

Telephone No.: 904 838 4703

State of Florida Department of State Certificate of Authority Document No: M11000004368

Email Address: danny_eckles@clubcar.com

If remittance address is different from the mailing address so indicate below.

Remit To:

Bank of America (Account Name/Description) Club Car/Checking
15864 Collections Center Dr
Chicago, IL 60693

List Principals (Print):

President: Mark Wagner

Vice President: Haresh Shah, Chief Financial Officer

Secretary: John Holland

Treasurer: Mary Ann Sigler

Other: _____

Other: _____

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

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

Authorized Signature

Danny Eckles
Printed Name

Title: Senior Territory Manager

Date: 3/20/25

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

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: **NEW VENDOR:** X **REVISED VENDOR:**_____

DATE: May 20, 2025

VENDOR NAME: Club Car LLC

VENDOR DBA: N/A

PRODUCT/SERVICE PROVIDED: Golf Cars and Utility Vehicles

DEPARTMENT: N/A

PREPARED BY: Victoria Bell, Contracts and Compliance Specialist

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
P.O Box 204658	Bank of America Club Car/Checking	4125 Washington Rd
ADDRESS	ADDRESS	ADDRESS
	15864 Collections Center Dr	
Augusta, GA	Chicago, IL	Evans, GA
CITY/STATE	CITY/STATE	CITY/STATE
30917	60698	30809
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Danny Eckles

E-MAIL: danny_eckles@clubcar.com

OFFICE PHONE: 706 863 3000

FAX: N/A

MOBILE PHONE: 904 838 4703

FEDERAL TAX ID#: 13-3488925

DUNS Number: 088605787

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Club Car, LLC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4125 Washington Road

Requester's name and address (optional)

6 City, state, and ZIP code
Evans, GA 30809

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
1 3 – 3 4 8 8 9 2 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Erica Mathis Date ▶ 01/11/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

STATEMENT OF INSURANCE COMPLIANCE

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

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

Club Car LLC

PROPOSER/BIDDER

Danny Eckles

AUTHORIZED SIGNATURE

Senior Territory Manager

OFFICER TITLE

May 23, 2025

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

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

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

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

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

Sr. TM — Date: 5/20/25

Authorized Signature and Title

Danny Eckles, Senior Territory Manager

Print Name and Title

DISPUTES DISCLOSURE FORM

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

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

YES_____NO X

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

YES_____NO X

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

YES_____NO X

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

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

Solicitation # RFP 14-25-LS described as:

Golf Cart Fleet Lease.

Club Car LLC
Firm

5/20/25
Date

Sr. TM
Authorized Signature and Title

Danny Eckles, Senior Territory Manager
Printed or Typed Name and Title

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

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

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

Authorized Signature Date: 5/21/25

Danny Eckles, Senior Territory Manager

Print Name and Title

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

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

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

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

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

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

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

_____
(Signature)

Sworn and subscribed before me this 20th day of May, 2025.

Personally known ✓

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: November 11, 2025

NOTARY PUBLIC STATE OF FLORIDA

JEFFREY MUELLER
Commission # HH 197332
Expires November 11, 2025
Bonded Thru Budget Notary Services

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Georgia

County of Columbia

Danny Eckles, being first duly sworn, deposes and says that:

He/she is Sr. Territory Manager of Club Car LLC, Proposer that has submitted the attached bid or Request for Qualifications;

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

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

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

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

Signed

Senior Territory Manager
Title

Subscribed and sworn to before me this 20th day of May, 2025.

Jeffrey Mueller

Notary
Title

My Commission Expires: 11/11/25

NOTARY PUBLIC STATE OF FLORIDA

JEFFREY MUELLER
Commission # HH 197332
Expires November 11, 2025
Bonded Thru Budget Notary Services

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

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

Consultant Name: Club Car LLC

Consultant E-Verify Registration Number: 1690900

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

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

By: Danny Eckles

Print Name: Danny Eckles

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

20th Day of May, 2025. She/He is personally known to me or has produced

_____ As identification.

JEFFREY MUELLER
Commission # HH 197332
Expires November 11, 2025
Bonded Thru Budget Notary Services

Notary Public

My commission expires: 11/11/25

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Club Car LLC

Authorized Signature: Danny Eckles Date: 5/20/25

Printed Name: Danny Eckles

Title: Senior Territory Manager

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20 day of May, 2025, by Danny Eckles, as ____ on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced ____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: 11/11/25

JEFFREY MUELLER
Commission # HH 197332
Expires November 11, 2025
Bonded Thru Budget Notary Services

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared Danny Eckles

who was duly sworn, deposes, and states:

1. I am the Senior Territory Manager of Club Car LLC with a local office in Jacksonville, FL (City & State) and principal office in Evans, GA (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 14-25-LS, Golf Cart Fleet Lease.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Danny Eckles
Typed Name

Senior Territory Manager
Title

Signed

5/20/25
Dated

Sworn to and subscribed before me this 20th day of May 2025.

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

Notary Public: State of Florida County of Duval

Jeffrey Mueller
Printed, typed, or stamped commissioned name of notary public

My commission expires: November 11, 2025

JEFFREY MUELLER
Commission # HH 197332
Expires November 11, 2025
Bonded Thru Budget Notary Services

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[X] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)

State of Incorporation	Delaware
Principal Place of Business (Enter Address)	4125 Washington Rd Evans, GA 30809
Federal I.D. Number	13-3488925

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Club Car LLC

Mailing Address: P.O. Box 204658 Augusta, GA 30917

Telephone Number: 904 838 4703 Fax Number: N/A E-mail Address: danny_eckles@clubcar.com

Authorized Signature	Printed Name	FEIN
	Danny Eckles	13-3488925

Title	Date
Senior Territory Manager	5/20/25

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Club Car LLC

FEIN: 13-3488925

Authorized Representative Name and Title: Danny Eckles, Senior Territory Manager

Address: 4125 Washington Rd

City: Evans State: Georgia Zip: 30809

Phone Number: 904 838 4703 Email Address: danny_eckles@clubcar.com

Certified By: Danny Eckles *Print Name* Senior Territory Manager *Print Title*,

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

Authorized Signature:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH

ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

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

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.
- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

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

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

D Eckles Sr. TM Date: 5/20/25

Authorized Signature and Title

Danny Eckles, Senior Territory Manager

Print Name and Title

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

REFERENCES

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

Project #1:				
Project Name: Riviera Fleet				
Type of Project/Service: Fleet of 62 MY 2023 Club Car Tempo FLA				
Address: 500 Calle Grand St Ormond Beach, FL 32174				
Contracting Agency/Client: Riviera Country Club, Ormond Beach, FL				
Contact Name and Phone #: Ryan Meyers 904 838 8454				
Contact Email Address and Fax #: ryanmeyers@rivcc@gmail.com				
Contract Amount: $500,200.00	Start Date: 09/2022		End Date: 08/2025	
Project #2:				
Project Name: Hidden Lakes 2024				
Type of Project/Service: Fleet of 60 MY 2024 Club Car Tempo FLA				
Address: 35 Fairgreen Ave New Smyrna Beach, FL 32168				
Contracting Agency/Client: Hidden Lakes Golf Course				
Contact Name and Phone #: Robert Schwab 386 427 4138				
Contact Email Address and Fax #: robert@hiddenlakesgolfclub.com				
Contract Amount: $476,940.00	Start Date:	08/2023	End Date:	09/2025
Project #3:				
Project Name: Grand Haven Fleet 2021				
Type of Project/Service: Fleet of 75 MY 2021 Club Car Lithium Golf Cars				
Address: 500 River Front Dr Palm Coast, FL 32137				
Contracting Agency/Client: Grand Haven Golf Club				
Contact Name and Phone #: Andrea Knox 386 445 3965				
Contact Email Address and Fax #: aknox@grandhavengc.com				
Contract Amount: $590,400.00	Start Date:	09/2020	End Date:	03/2024

ADDENDUM 1
RFP 14-25-LS: GOLF CART FLEET LESE
MAY 19, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 14-25-LS, Golf Cart Fleet Lease, April 25, 2025.

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

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

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

Questions/Answers:

1. **Question:** Would the City consider a bid for an alternate battery type (lithium)?
   Answer: No, the city will not consider lithium batteries.
2. **Question:** Would the City consider an alternate lease term (48 months) with a lithium powered battery?
   Answer: No, the city will not consider a 48-month lease.
3. **Question:** What year model are your trade ins and what brand are they and how many are they?
   Answer: 2022 Yamaha, 55 carts

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

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

Received by (Print): DANNY ECKLES Proposer Signature: Dan Eckles

CLUB CAR LLC

Firm Name (Please Print)

City of New Smyrna Beach ("the City")
RFP 14-25-LS Golf Cart Fleet Lease
Club Car, LLC ("Club Car")

EXCEPTIONS TO TERMS AND CONDITIONS

1. ***Replace*** **VII. INSURANCE REQUIREMENTS** with the following:

   Club Car is self-insured for Products/Completed Operations and the acts and/or omissions of Club Car and its officers, agents and employees. Club Car will provide its standard Certificate of Liability Insurance prior to the start of any work relating to this bid. This certificate will reflect policy coverage limits for Club Car. A sample of our Liability Insurance is attached hereto.

2. ***Replace*** **V.A LEASING AGREEMENTS AND OPTIONS** with the following:

   The lease will be arranged through a third party leasing source, DLL. The City's lease of golf cars and utility vehicles shall be subject to the terms and conditions of DLL's Lease Agreement, a copy of which is attached hereto and incorporated herein. This bid is contingent on the City's executing documents in form and substance acceptable to DLL. As such, whenever the terms and conditions of this bid conflict with those included in the attached Lease Agreement, the Lease Agreement shall control. Financing is subject to final credit approval prior to funding.

3. ***Replace*** **III.X LIABILITY:**

   The remedies of the City set forth herein are exclusive, and the total cumulative liability of Club Car with respect to this contract shall not exceed the purchase value of the contract.

   Notwithstanding any other provision of this agreement, neither party nor their suppliers shall in any event be liable to the other, any successors in interest or any beneficiary or assignee of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, or any defect in or failure of or malfunction of the equipment hereunder, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

4. ***Replace*** **V.D WARRANTY**

   Club Car warrants that new equipment manufactured by it and delivered hereunder will be free of defects in material and workmanship for the periods of time specified in the applicable limited warranty statements of Club Car for such equipment, each of which is incorporated herein by reference.

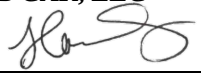
   Other than those warranties set forth herein, Club Car makes no other warranties, statutory, at law, express or implied, and the implied warranties of merchantability and fitness for a particular purpose are specifically disclaimed.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed these Exceptions to RFP 14-25-LS Golf Cart Fleet Lease on this _____day of _____, 2025.

***The individual executing this Exceptions Page on behalf of the City affirms they are authorized to do so thereby binding the City to all terms and conditions herein contained.**

CLUB CAR, LLC

By: 

Its: Chief Financial Officer

Date: 05/19/2025

CITY OF NEW SMYRNA BEACH

By: _____

Its: _____

Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/30/2025

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

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

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	AIU Insurance Company	19399
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Club Car, LLC
4125 Washington Road
Evans GA 30809 USA

COVERAGES **CERTIFICATE NUMBER:** 570112893306 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			014243545 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$4,000,000 $1,000,000 Excluded $4,000,000 $25,000,000 $10,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AL 014243541 Auto-AOS AL 014243542 Auto-MA	06/01/2025 06/01/2025	06/01/2026 06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION			BE033576410 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		014243543 Workers Comp-AOS 014243544 Workers Comp-WI	06/01/2025 06/01/2025	06/01/2026 06/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

CERTIFICATE HOLDER

Club Car, Inc.
4125 Washington Road
Evans GA 30809 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570112893306

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DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER SAMPLE

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

EXCEPT AS NOTED, ALL SIGNATURES MUST BE BY THE PERSON OR PERSONS AUTHORIZED IN LESSEE'S RESOLUTION.

I. EQUIPMENT LEASE PURCHASE AGREEMENT

a. Terms and Conditions
- Print name, title, sign and date
- Another authorized officer must attest the signature – must be signed by other than lease signor

b. Tax Designation and Covenants – The purpose of this document is to determine if the Tax-Exempt Lease Purchase Agreement meets the requirements for "Bank Qualification" under Section 265(b)(3)(B) of the Internal Revenue Code. How the Lessee answers the questions will not impact the current transaction; however, it does allow for proper categorization of the obligation and accurate reporting to the Internal Revenue Service.
- Initial as appropriate

c. Opinion of Counsel
- Lessee's legal counsel must sign, date and type in their name, the name of the firm, address and telephone number.

II. EXHIBIT A – SCHEDULE OF RENTAL PAYMENTS

- Print name, title, sign and date

III. EXHIBIT B – EQUIPMENT DESCRIPTION — *(WHEN PROVIDED)*

- Print name, title, sign and date

IV. INCUMBENCY CERTIFICATE

To be signed by a person other than the person who signed the agreement and related Documents.

V. STATE SPECIFIC ADDENDA – Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, and TX.

- Print name, title, sign and date. Attest where required

VI. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VII. 8038 - IRS FORM

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

VIII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — *(WHEN APPLICABLE)* :

☑ **Insurance Certificate for Property** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as "loss payee" to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase "throughout jurisdiction" may be used. Must also list amount being financed.

☑ **Insurance Certificate for Liability** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as "additional insured.

☐ **Resolution** of governing body approving the purchase of the equipment and the resolution ratifying the financing. (Note: If the purchase resolution and financing were done in one resolution that is sufficient.)

☑ **Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)

☐ **Advance payment check** made payable to DE LAGE LANDEN PUBLIC FINANCE LLC

☑ **Completed Billing Information form**

☑ **State sales tax exemption certificate**

☑ **Original documents**

☐ **Escrow Agreement** – Return signed Escrow Agreement Incumbency Certificate & Lessee W9

☐ _____

☐ _____

ALL DOCUMENTATION SHOULD BE RETURNED TO:

Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 • 800-736-0220
Attn: _____
Email: _____

J8PFDOC081v5

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De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

Equipment Lease Purchase Agreement

DATED: _____, 20___

LESSEE

Full Legal Name: SAMPLE | Phone Number:

DBA Name (if any):

Billing Address | City | State | Zip

EQUIPMENT INFORMATION

Quantity	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
			SAMPLE

Equipment Location (if not same as above) | City | State | Zip

VENDOR

Vendor Name: SAMPLE

Address

City | State | Zip

RENTAL PAYMENTS

Rental Payment Periods:

- ☐ Monthly
- ☐ Quarterly
- ☐ Semiannually
- ☐ Annually

Rental Payments shall be made in accordance with Section 4.01 and the Schedule of Rental Payments attached hereto as Exhibit A.

TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THE FOLLOWING PAGES, INCLUDING ANY EXHIBITS ATTACHED HERETO, SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE. IN WITNESS OF, Lessor and Lessee have caused this Agreement to be executed in their name by their duly authorized representatives as of the date written above.

LESSOR

Lessor: **DE LAGE LANDEN PUBLIC FINANCE LLC**

Signature

Title

Lease Number: SAMPLE

LESSEE SIGNATURE

Lessee: SAMPLE

Signature

Title

(Seal)

Attest

Title

(Terms and Conditions continued on the reverse side of this Agreement.)

TAX DESIGNATIONS AND COVENANTS

Bank Qualification: Lessee initial here if this provision is applicable: _____
If not initialed, this provision does NOT apply to this Agreement.

(a) Lessee hereby designates this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year during which the Commencement Date of this Agreement occurs, including this Agreement, is not reasonably expected to exceed $10,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of $10,000,000 of "qualified tax-exempt obligations" (including this Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year during which the Commencement Date of this Agreement occurs without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

OPINION OF COUNSEL

As legal counsel of Lessee, I have examined (a) the Agreement, which, among other things provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Based on the foregoing, I am of the following opinions: (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power; (2) Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement; (3) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally; (4) the authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws; and (5) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment. All capitalized terms herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Signature | Date

Name | Phone Number

Address | City | State | Zip

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to the Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commence, which date shall be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited by Lessor for that purpose with an escrow agent.

"Equipment" means the property described on the front of this Agreement, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"Event of Default" means an Event of Default described in Section 12.01.

"Issuance Year" is the calendar year in which the Commencement Date occurs.

"Lease Term" means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in Section 3.02.

"Lessee" means the entity described as such on the front of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such on the front of this Agreement, its successors and its assigns.

"Maximum Lease Term" means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment date set forth on the Payment Schedule.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Payment Schedule" means the schedule of Rental Payments and Purchase Price set forth on Exhibit A.

"Purchase Price" means the amount set forth on the Payment Schedule as the Purchase Price for the Equipment.

"Renewal Terms" means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee's fiscal year.

"Rental Payment Period" means the period beginning on the day a Rental Payment is due and ending the day before the next Rental Payment is due, The first Rental Payment Period shall begin on the Commencement Date in all cases. If Rental Payment Periods are monthly, subsequent Rental Payment Periods shall begin on the same day of each month after the Commencement Date. If Rental Payment Periods are quarterly, subsequent Rental Payment Periods shall begin on the same day of each third month after the Commencement Date. If Rental Payment Periods are semiannual, subsequent Rental Payment Periods shall begin on the same day of each sixth month after the Commencement Date. If Rental Payment Periods are annual, subsequent Rental Payment Periods shall begin on the anniversary of the Commencement Date in each year. If the Commencement Date is the 29th, 30th, or 31st day of a month, any subsequent Rental Payment Period that would otherwise begin on the 29th, 30th or 31st of a month that does not include such a date shall begin on the last day of the month.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment, as listed on the front of this Agreement.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a political subdivision within the meaning of the regulations promulgated pursuant to said Section of the Code. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Agreement or in connection with the carrying out by the Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of the Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) The Equipment described in this Agreement is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person.

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation. Lessee acknowledges these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Agreement.

(n) Lessee agrees to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with Lessor to insure such timely and accurate filing.

(o) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

(f) If required, Lessee will engage an arbitrage rebate analyst or nationally recognized firm of bond counsel to determine the arbitrage rebate or yield reduction amounts and make any required payments to the U.S. Treasury no later than 60 days following each fifth anniversary of the Commencement Date.

ARTICLE III

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee shall be deemed to have continued this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.04 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to Section 3.04;

(b) the exercise by Lessee of the option to purchase the Equipment under Article X and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 3.03. Continuation of Lease Term. Lessee currently intends, subject to Section 3.04, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.04. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that

purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement shall be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

ARTICLE IV

Section 4.01. Rental Payments. Lessee shall pay Rental Payments , exclusively from legally available funds, in lawful money of the United States of America to Lessor on the dates and in the amounts set forth on the Payment Schedule. Any Rental Payment not received on or before its due date shall bear interest at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from its due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 4.03. Rental Payments To Be Unconditional. EXCEPT AS PROVIDED IN SECTION 3.04, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified on the front of this Agreement and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor. After it has been installed, the Equipment will not be moved from the location specified on the front of this Agreement without Lessor's consent, which consent shall not be unreasonably withheld.

Section 5.02. Enjoyment of Equipment. Lessee shall peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee shall comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor. LESSOR SHALL HAVE NO RESPONSIBILITY TO SERVICE, MAINTAIN, REPAIR OR MAKE IMPROVEMENTS OR ADDITIONS TO THE EQUIPMENT. LESSEE SHALL MAKE ALL CLAIMS FOR SERVICE OR MAINTENANCE SOLELY TO THE VENDOR AND SUCH CLAIMS WILL NOT AFFECT LESSEE'S OBLIGATION TO MAKE ALL REQUIRED RENTAL PAYMENTS.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, title to the Equipment shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01, or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessor retains a security interest constituting a first lien on the Equipment and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement, pay the taxes or charges required to be paid by it under this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 12% per annum or the maximum permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE VIII

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDI-

RECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by any Vendor.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, upon payment in full of the Rental Payments and all other amounts then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment shall be vested in Lessee, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 10.01 represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may, without notice to or the consent of Lessee, be assigned and reassigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII

Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.04, any of the following shall be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 12.01(a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the then applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee hereunder to the end of the then current fiscal year of Lessee; and

c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses on the front of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended in writing by Lessor and Lessee.

Section 13.06. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Usury. The parties hereto agree that the charges in this Agreement shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement to such applicable law.

Section 13.08. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.

Section 13.09. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 13.10. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement.

Section 13.11. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

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INCUMBENCY CERTIFICATE

RE: Equipment Lease Purchase Agreement dated as of _____, 20_____(the "Agreement"), between De Lage Landen Public Finance LLC, as Lessor ("Lessor"), and SAMPLE_____, as Lessee ("Lessee")

Being a knowledgeable and authorized agent of Lessee, I hereby certify to Lessor that the person(s) who executed the Agreement are legally authorized to do so on behalf of Lessee and that the signatures that appear on the Agreement are genuine.

LESSEE SIGNATURE	
	Lessee SAMPLE
	Signature _____
	Print Name _____
	Title _____
	Date _____

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THE AGREEMENT AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)

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FLORIDA ADDENDUM TO EQUIPMENT LEASE PURCHASE AGREEMENT

This Addendum to that certain Equipment Lease Purchase Agreement (together with all Exhibits and this Addendum, the "Agreement") dated as of _____, 20___, between DE LAGE LANDEN PUBLIC FINANCE LLC (together with its successors and assigns, "Lessor"), and SAMPLE (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. **Section 3.04** of the Agreement is hereby amended by adding the following sentence at the end of that Section:

Upon return of the Equipment to Lessor, Lessor shall use its best efforts to lease or sell the Equipment upon such terms as Lessor in its reasonable judgment deems prudent. Lessor shall apply the net proceeds of that sale or lease in the following manner: (i) first, to reimburse Lessor for all costs associated with the taking, removing, holding, repairing and leasing or selling of the Equipment; (ii) second, to pay to Lessor an amount equal to the Purchase Price for the Equipment at the time of the termination of this Agreement; (iii) third, to pay to Lessor the amount necessary to satisfy Lessee's remaining obligations under this Agreement; and (iv) fourth, to remit any amounts thereafter remaining to Lessee. No deficiency will be allowed against Lessee.

2. **Section 4.02** of the Agreement is hereby deleted and the following **Section 4.02** is hereby inserted in lieu thereof:

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee payable from sources other than ad valorem taxes and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligations hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the ad valorem tax revenues, funds or moneys of Lessee. Lessor and Lessee further understand that the use of the ad valorem taxing power to make Rental Payments cannot be compelled.

3. **Section 6.02** of the Agreement is hereby deleted.

4. **Section 12.02** of the Agreement is hereby amended by adding the following language to the end of that Section:

Lessor and Lessee agree that there is no intention to create under this Agreement a right of Lessor to dispossess Lessee involuntarily of the legal title to or the right of use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of Lessee's covenant to transfer legal title and return of possession of the Equipment to Lessor.

5. IF LESSEE IS A COUNTY, Lessee represents and covenants that (a) if the Maximum Lease Term is greater than five years, Rental Payments will be payable from sources other than ad valorem taxes, and (b) Lessee represents and covenants that this Agreement has been, or will be, approved by the Board of County Commissioners of Lessee prior to the Commencement Date.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

LESSEE SIGNATURE

Legal Name of Lessee SAMPLE

Signature _____ Date _____

Print Name _____

Title _____

(Seal)

Attest _____

Title _____ Date _____

LESSOR SIGNATURE

Name of Lessor **DE LAGE LANDEN PUBLIC FINANCE LLC**

Lessor Signature _____ Date _____

Print Name _____

Title _____

Lease Number _____

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EXHIBIT A

EQUIPMENT LEASE PURCHASE AGREEMENT

Schedule of Rental Payments

LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**

LESSEE: SAMPLE

LEASE NUMBER: _____

LEASE DATE: _____, 20____

Rental Payment Number	Date	Rental Payment Amount	Interest Portion	Principal Portion	Balance	Purchase Price

Sales tax of _____ is included in the financed amount shown above.

SAMPLE

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

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EXHIBIT B

EQUIPMENT LEASE PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION

LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**

LESSEE: SAMPLE

LEASE NUMBER: _____

LEASE DATE: _____, 20____

Quantity	Description/Serial No./Model No.	Location
	SAMPLE	

LESSEE SIGNATURE

Legal Name of Lessee SAMPLE

Signature _____ Date _____

Print Name _____ Title _____

(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR SIGNATURE

Name of Lessor **DE LAGE LANDEN PUBLIC FINANCE LLC**

Lessor Signature _____ Date _____

Print Name _____ Title _____

Lease Number _____

10PFDOC170v2

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BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

_____

_____

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: _____

_____

Attention: _____

Telephone Number: _____

FEDERAL ID#: _____

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? **If yes, please provide PO#** _____. ❑ YES ❑ NO

Is a new purchase order required for each new fiscal period? ❑ YES ❑ NO

If yes, provide month/year PO expires _____

Are you sales tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.** ❑ YES ❑ NO

Do you require any special information to establish a vendor number for _____? ❑ YES ❑ NO

If yes, please advise: _____

Additional Comments: _____

_____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS
(required for all State and Local Government transactions)

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction**:

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES ❑ NO ❑ If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.
The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES ❑ NO ❑ If YES, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

08PFDOC086v9

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De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: Equipment Lease Purchase Agreement dated as of _____ , 20____, between **De Lage Landen Public Finance LLC**, as Lessor, and SAMPLE _____, as Lessee.

In accordance with the Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE

Lessee
SAMPLE

Signature _____ Date _____

Print Name _____

Title _____

07PFDOC052v1

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Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0720

Part I Reporting Authority — If **Amended Return**, check here ▶ ☐

1 Issuer's name SAMPLE	2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code	7 Date of issue
8 Name of issue	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		$	$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

SAMPLE

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)			
c	Enter the name of the GIC provider ▶			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:			
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY)			
c	Enter the EIN of the issuer of the master pool bond ▶			
d	Enter the name of the issuer of the master pool bond ▶			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐			
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐			
41a	If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:			
b	Name of hedge provider ▶			
c	Type of hedge ▶			
d	Term of hedge ▶			
42	If the issuer has superintegrated the hedge, check box ▶ ☐			
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐			
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐			
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶			
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY)			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Form **8038-G** (Rev. 9-2018)

SAMPLE

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Instructions for Form 8038-G

(Rev. September 2018)

Information Return for Tax-Exempt Governmental Bonds

Department of the Treasury
Internal Revenue Service

SAMPLE

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to *IRS.gov/Form8038G*.

What's New

The Tax Cuts and Jobs Act (P.L. 115-97) repealed the exclusion from gross income for interest on bonds issued to advance refund tax-exempt bonds. The repeal applies to advance refunding bonds issued after 2017. A bond is an advance refunding bond if it is issued more than 90 days before the redemption of the refunded bonds.

The Tax Cuts and Jobs Act also repealed the authority to issue tax-credit bonds and direct-pay bonds. The repeal applies to qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, and qualified school construction bonds issued after 2017. The authority to issue recovery zone economic development bonds and build America bonds expired on January 1, 2011.

Note. The creation of an advance refunding escrow account to advance refund tax-credit bonds and/or direct-pay bonds may result in the reissuance of the bonds and the loss of the tax benefits.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
$100,000 or more	a **separate** Form 8038-G for **each** issue.
less than $100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to *IRS.gov/PDS* for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to *IRS.gov/PDSstreetAddresses*.

CAUTION *PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.*

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You can round off cents to whole dollars. If you do round to whole dollars, you must round all amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, $1.39 becomes $1 and $2.50 becomes $3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Bond. This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

Taxable bond. This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

Tax-exempt bond. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental bond. A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or

payments for such property), **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue price. The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets **both** of the following conditions.

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1 1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at *IRS.gov/EIN*. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

CAUTION *Complete lines 10a and 10b even if you complete lines 3a and 3b.*

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Part II—Type of Issue

Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Bonds

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than $15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private

SAMPLE

activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through *IRS.gov/FormComments*.

Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where To File*, earlier.

SAMPLE

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Detail by Entity Name

Foreign Limited Liability Company
CLUB CAR, LLC

Filing Information

Document Number	M11000004368
FEI/EIN Number	13-3488925
Date Filed	08/24/2011
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	03/06/2023
Event Effective Date	NONE

Principal Address

4125 Washington Road
Evans, GA 30809

Changed: 03/25/2025

Mailing Address

4125 Washington Road
Evans, GA 30809

Changed: 03/25/2025

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 03/13/2020

Address Changed: 03/13/2020

Authorized Person(s) Detail

Name & Address

Title Member

MajorDrive Holdings IV, LLC
4125 Washington Road
Evans, GA 30809

Annual Reports

Report Year	Filed Date
2023	02/25/2023
2024	04/22/2024
2025	03/25/2025

Document Images

03/25/2025 -- ANNUAL REPORT	View image in PDF format
04/22/2024 -- ANNUAL REPORT	View image in PDF format
03/06/2023 -- LC Amendment	View image in PDF format
02/25/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
08/25/2021 -- LC Amendment	View image in PDF format
04/20/2021 -- ANNUAL REPORT	View image in PDF format
03/13/2020 -- CORLCRACHG	View image in PDF format
02/08/2020 -- ANNUAL REPORT	View image in PDF format
01/30/2019 -- ANNUAL REPORT	View image in PDF format
01/09/2018 -- ANNUAL REPORT	View image in PDF format
04/20/2017 -- ANNUAL REPORT	View image in PDF format
05/26/2016 -- CORLCRACHG	View image in PDF format
04/28/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- ANNUAL REPORT	View image in PDF format
03/28/2012 -- ANNUAL REPORT	View image in PDF format
08/24/2011 -- Foreign Limited	View image in PDF format

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**CLUB CAR, LLC**	Control Number:	**J904781**
Business Type:	**Foreign Limited Liability Company**	Business Status:	**Active/Compliance**
Business Purpose:	**NONE**		
Principal Office Address:	**4125 WASHINGTON ROAD, EVANS, GA, 30809, USA**	Date of Formation / Registration Date:	**3/7/1989**
Jurisdiction:	**Delaware**	Last Annual Registration Year:	**2025**
Principal Record Address:	**NONE**		

REGISTERED AGENT INFORMATION

Registered Agent Name:	**Wright McLeod**
Physical Address:	**6004 Evans Town Center Blvd., Evans, GA, 30809, USA**
County:	**Columbia**

Back

Filing History Name History

Return to Business Search

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Department of State: Division of Corporations

HOME

Entity Details

File Number:	2174886	Incorporation Date / Formation Date:	10/7/1988 (mm/dd/yyyy)
Entity Name:	CLUB CAR, LLC		
Entity Kind:	Limited Liability Company	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

REGISTERED AGENT INFORMATION

Name:	THE CORPORATION TRUST COMPANY		
Address:	CORPORATION TRUST CENTER 1209 ORANGE ST		
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19801
Phone:	302-658-7581		

CLUB CAR, LLC		
Directors	Mary Ann Sigler	Manager
Officers	Mark C. Wagner	President and Chief Executive Officer
	Mark A. Spencer	Vice President, Finance
	Mary Ann Sigler	Vice President and Treasurer
	John Holland	Vice President and Secretary
	Eva M. Kalawski	Vice President and Assistant Secretary
	Barbara Velasco	Assistant Secretary
	Justin Maroldi	Assistant Secretary
	Dawn M. Walloch	Assistant Treasurer

Club Car, LLC is owned by MajorDrive Holdings IV, LLC / division of Platinum Equity 6/1/2021

OMNIBUS WRITTEN CONSENT OF THE
BOARD OF MANAGERS
AND
BOARD OF DIRECTORS
IN LIEU OF MEETING

JANUARY 26, 2023

The undersigned, being all of the members of the board of directors, or board of managers, as the case may be (collectively, the "Board"), of the companies listed on Schedule I hereto (collectively, the "Companies"), entitled to vote, does hereby consent to the adoption of the following resolutions:

RESIGNATION OF OFFICER

RESOLVED, that the resignation of the following person from the office of the Companies set forth below be, and hereby is, accepted, effective as of the date hereof:

Name	Title
Mark A. Spencer	Vice President - Finance

ELECTION OF OFFICER

RESOLVED, that the following person be, and hereby is, elected to the office of the Companies set forth below to serve, effective January 17, 2023, until the first meeting of the Board following the next annual meeting of the stockholders, or until his successor is duly elected and qualified:

Name	Title
Haresh Shah	Chief Financial Officer

GENERAL

RESOLVED, that this Consent may be executed manually or by electronic signature and delivered by facsimile or other electronic means, and upon such execution and delivery, be deemed to be, and have the same force and effect as, an original.

IN WITNESS WHEREOF, the undersigned has executed this Consent.

Mary Ann Sigler

BUSINESS LICENSE

COLUMBIA COUNTY LICENSING
630 RONALD REAGAN DRIVE
EVANS, GA 30809
LICENSING@COLUMBIACOUNTYGA.GOV
706-312-7171

2025

ACCOUNT NUMBER:	03805
ISSUE DATE:	01/07/2025
EXPIRATION DATE:	12/31/2025
LEGAL NAME:	CLUB CAR LLC
DOING BUSINESS AS:	CLUB CAR LLC
APPLICANT:	SPENCER, MARK A.
PHYSICAL LOCATION:	4125 WASHINGTON ROAD EVANS GA 30809

THE FOLLOWING BUSINESS IS PERMITTED AND SUBJECT TO ALL FEDERAL, STATE, AND LOCAL LAWS.
NAICS 336999 ALL OTHER TRANSPORTATION EQUIPMENT MANUFACTURING

MAILING ADDRESS:
CLUB CAR LLC
PO BOX 204658
AUGUSTA, GA 30917

THE BOARD OF COMMISSIONERS SHALL HAVE THE RIGHT TO SUSPEND ANY CERTIFICATE OR LICENSE IF THE BUSINESS VIOLATES ANY LAW OR ORDINANCE OF THE UNITED STATES, THE STATE OF GEORGIA, OR COLUMBIA COUNTY.

CERTIFICATES AND LICENSES ARE NOT TRANSFERABLE OR REFUNDABLE.

CHANGES IN LOCATION, OWNERSHIP, OR BUSINESS LEGAL ENTITY REQUIRES A NEW APPLICATION AND APPROVAL.

BUSINESS LICENSES MUST BE RENEWED EACH YEAR BY PAYING THE OCCUPATIONAL TAX BY JANUARY 31. LATE FEES ARE IMPOSED FEBRUARY 1. BUSINESSES THAT FAIL TO RENEW BY JUNE 30 ARE AUTOMATICALLY REVOKED.

IF THE BUSINESS CLOSES BEFORE THE EXPIRATION DATE, PLEASE SEND WRITTEN NOTIFICATION BY EMAIL OR MAIL TO THE LICENSING DEPARTMENT. THE NOTICE MUST INCLUDE THE SENDER'S NAME, TITLE WITHIN THE ORGANIZATION, AND THE DATE THE BUSINESS CLOSED.

TOTAL OCCUPATIONAL TAX PAID: $2,250.00

Augusta Branch
4125 Washington Road
Evans, GA 30809
Phone: 706-863-3000x7156
Fax: 706-869-1666

05/13/2025

CITY OF NEW SMYRNA BEACH
ATTN:Gary Weintz
1000 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168-6129
US

CUSTOMER

CONFIRMATION

Dear Gary Weintz,
This letter is to inform you that Club Car, LLC has received your lease request to rent the following vehicles for the specified dates below.

Delivery Date: 01/02/2026 **Pickup Date:** 04/30/2026

Qty.	Description	Price/Car/Month	Billing Amount
20	LSTM2E - LEASE TEMPO 2PASS ELEC	$100.00	$8,000.00
		Total Retail Charge:	$8,000.00
		Transportation Out:	$1,000.00
		Transportation Back:	$1,000.00
		Sub-Total:	$10,000.00
		Sales Taxes:	$0.00
		Total Charges:	$10,000.00

Price/Payments do not include applicable property taxes.

Terms: NET 30 **# Pmts.:** 4 **Std. Monthly Bill:** $2,000.00 **1st Bill:**$3,000.00
(M = Monthly T = Term) (Includes Transportation)
1st Bill Total:$3,000.00

Options:

CITY OF NEW SMYRNA BEACH's current Certificate of Insurance for Liability expires on 10/01/2021.
Please note, in order to ship cars, we need a current insurance certificate on file. If necessary, fax us an updated copy to the fax number above.

Club Car, LLC, has the following information about CITY OF NEW SMYRNA BEACH

Shipping Address:

CITY OF NEW SMYRNA BEACH
1000 SAMS AVENUE
Contact Name: Gary Weintz
Contact Phone: (386) 424-2191
Contact Email: gwintz@cityofnsb.com

Billing Address:

CITY OF NEW SMYRNA BEACH
1000 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168-6129
US
Contact Name: Gary Weintz
Contact Phone: (386) 424-2191
Contact Email: gwintz@cityofnsb.com

Please confirm this lease with your electronic signature.
Thank you!

For further assistance please call -7158 or email
shirley_gibbons@clubcar.com and reference Lease # PRS068.

Customer Confirmation

{{Sig_es_:signer1:signature}} 07/16/2025

Signature Date

DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER 500-50762882

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

1. Bank Qualification Section
- Read and check box if appropriate

2. Lessee Signature
- Print name, title, sign and date (must be authorized officer)

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Print name, title, sign and date

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. STATE SPECIFIC ADDENDA

Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, TN, & TX

- Print name, title, sign, date and attest when required

V. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VI. 8038G OR GC — IRS FORM. Post funding: Form will be sent to you via email to sign and return with an original signature.

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE) :

☐ **Insurance Certificate for Property** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as "loss payee" to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase "throughout jurisdiction" may be used. Must also list amount being financed.

☐ **Insurance Certificate for Liability** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as "additional insured."

☑ **Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)

☑ **Completed Billing Information form**

☑ **Advance payment check** made payable to DE LAGE LANDEN PUBLIC FINANCE LLC

☑ **State sales tax exemption certificate**

☐ **Escrow Agreement** – Return signed Escrow Agreement Incumbency Certificate & Lessee W9

☐ _____

☐ _____

ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:

Attention: COLEEN SCHURR

Email: PF-SALESSUPPORT@LEASEDIRECT.COM

Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087
COLEEN SCHURR

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De Lage Landen Public Finance LLC

☐ Check here if your billing or Equipment Location has changed or is incorrect.
Please note changes on the reveres side.

Payment sent without a copy of this invoice may be subject to a delay in processing.

➢ Please do not send correspondence to this address.

➢ **Send payment for this Invoice to:**

De Lage Landen Public Finance LLC
REF# 500-50762882
1111 OLD EAGLE SCHOOL ROAD
WAYNE, PA 19087

➢ **All future payments must be paid to the following Lockbox:**

De Lage Landen Public Finance
LOCKBOX PO BOX 41602
PHILADELPHIA, PA 19101

INVOICE #: ADVANCE
REFERENCE #: 500-50762882
CUSTOMER #: NEW SMYRNA BEACH
DUE DATE: UPON RECEIPT
TOTAL DUE: 6,692.37

INVOICE DATE	INVOICE #	REFERENCE #	CUSTOMER
	ADVANCE	500-50762882	EW SMYRNA BEACI
P.O. NUMBER		**EQUIPMENT DESCRIPTION**	
		SEE BELOW	
EQUIPMENT LOCATION			

INVOICE

CUSTOMER SERVICE 800-935-9439

EQUIPMENT DESCRIPTION	DUE DATE	PAYMENT AMOUNT
	UPON RECEIPT	$6,692.37
	TOTAL	6,692.37

FOR PROPER CREDIT, PLEASE SUBMIT A COPY OF THIS INVOICE WITH PAYMENT.

11PFDOC193v2

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De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE

Full Legal Name				Phone Number
City of New Smyrna Beach				386-424-2100
DBA Name (if any)				Purchase Order Requisition Number
Billing Address	City	State	Zip	Send Invoice to Attention of:
210 SAMS AVE	NEW SMYRNA BEACH	FL	32168	

EQUIPMENT INFORMATION

Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
			60 - CLUB CAR TEMPO (ELEC) GOLF CARS
			SEE ATTACHED SPREADSHEET FOR SERIAL #'S

Equipment Location (if not same as above) City State Zip

PAYMENT INFORMATION

Number of Lease Payments: 36

Lease Payments:
See Lease Payment Schedule Attached as Attachment 1

Full Lease Term (in Months): 36

Payment Frequency
- ☑ Monthly
- ☐ Quarterly
- ☐ Semiannually
- ☐ Annually
- ☐ Other _____

End of Lease Option: $1

BANK QUALIFICATION

By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed $10,000,000.

☐ Bank Qualification Elected

TERMS & CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. LEASE. WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM. This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. DELIVERY AND ACCEPTANCE. YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE

YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.

The Equipment is: ☑ **NEW** ☐ **USED**

Signature Date

Title

Print Name

Legal Name of Corporation
City of New Smyrna Beach
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR

Lessor Signature Date

Print Name

Title

For **DE LAGE LANDEN PUBLIC FINANCE LLC**

Lease Number
500-50762882

Lease Date
JUNE 23 , 2025

Vendor I.D. Number
213758-0002

CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. LESSEE'S NEGLIGENCE. To the extent permitted by law, and without waiver of any of YOUR sovereign immunity rights, YOU assume all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to YOUR agents or employees or of third parties, and whether such property damage be to YOUR property or the property of others, which is proximately caused by the negligent conduct of YOU, YOUR officers, employees and agents.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least $100,000 per person and $300,000 per occurrence or bodily injury and $50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of $25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. "INTENTIONALLY OMITTED"

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of $10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invaliding the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN $1,000.

25. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

26. ELECTRONIC TRANSACTIONS. WE, in our sole discretion, may permit YOU to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, which YOU must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, YOU hereby represent and agree (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including YOUR signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to US, promptly on request, such document bearing YOUR original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing YOUR original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Lease, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Lease by YOU when manually countersigned by US or attached to OUR original signature counterpart and/or in OUR possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At OUR option, WE may require a manual signature.

12PFDOC207v2

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FLORIDA ADDENDUM TO STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**

LESSEE: City of New Smyrna Beach

LEASE NUMBER: 500-50762882

LEASE DATE: JUNE 23 , 20 25

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government Lease-Purchase Agreement (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. **Section 2** of the Lease is hereby amended by adding the following sentence to the end of said Section:

   WE and YOU understand and intend that YOUR obligation to pay Lease Payments hereunder will constitute a current expense and will not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor will anything contained herein constitute a pledge of YOUR ad valorem tax revenues, funds or moneys. WE and YOU further understand that the use of the ad valorem taxing power to make Lease Payments cannot be compelled

2. **Section 5** of the Lease is hereby amended by adding the following language to the end of said Section:

   Upon return of that Equipment to US, WE will use our best efforts to lease or sell that Equipment upon such terms as WE, in our reasonable judgment, deem prudent. WE will apply the net proceeds of that sale or lease in the following manner: (i) first, to reimburse OURSELVES for all costs associated with the taking, removing, holding, repairing and leasing or selling of that Equipment; (ii) second, to pay to OURSELVES an amount equal to the Purchase Price for that Equipment at the time of the termination of this Lease; (iii) third, to pay to OURSELVES the amount necessary to satisfy YOUR remaining obligations under this Lease; and (iv) fourth, to remit any amounts thereafter remaining to YOU. No deficiency will be allowed against YOU.

3. **Section 8** of the Lease is hereby deleted and the following **Section 8** is hereby inserted in lieu thereof:

   8. TITLE. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

4. **Section 16** of the Lease is hereby amended by adding the following language to the end of said Section:

   WE and YOU agree that there is no intention to create under this Lease a right to dispossess YOU involuntarily of the legal title to or the right of use of the Equipment. WE hereby irrevocably waive any right to specific performance of YOUR covenant to transfer legal title to and return of possession of the Equipment to US.

5. **Section 19** of the Lease is hereby deleted and the following **Section 19** is hereby inserted in lieu thereof:

   19. FINANCIAL STATEMENTS. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

6. IF YOU ARE A COUNTY, YOU represent and covenant that (a) if the Full Lease Term with respect to this Lease is greater than five years, Lease Payments under this Lease will be payable from sources other than ad valorem taxes, and (b) YOU represent and covenant that this Lease has been approved by YOUR Board of County Commissioners prior to the Commencement Date.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

LESSEE SIGNATURE

Legal Name of Lessee City of New Smyrna Beach

Signature _____ Date _____

Print Name _____

Title _____

(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR SIGNATURE

Name of Lessor **DE LAGE LANDEN PUBLIC FINANCE LLC**

Lessor Signature _____ Date _____

Print Name _____

Title _____

Lease Number 500-50762882

09PFDOC101v2

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ATTACHMENT 1 STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC LEASE NUMBER: 500-50762882

LESSEE: City of New Smyrna Beach LEASE DATE: JUNE 23, 2025

Lease Payments are due on the Commencement Date and on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0	0	0	223,215.00	-
1	6,692.37	0.00	6,692.37	216,522.63	223,018.31
2	6,692.37	959.86	5,732.51	210,790.12	217,113.82
3	6,692.37	934.45	5,757.92	205,032.20	211,183.17
4	6,692.37	908.92	5,783.45	199,248.75	205,226.21
5	6,692.37	883.28	5,809.09	193,439.66	199,242.85
6	6,692.37	857.53	5,834.84	187,604.82	193,232.96
7	6,692.37	831.66	5,860.71	181,744.11	187,196.43
8	6,692.37	805.68	5,886.69	175,857.42	181,133.14
9	6,692.37	779.59	5,912.78	169,944.64	175,042.98
10	6,692.37	753.38	5,938.99	164,005.65	168,925.82
11	6,692.37	727.05	5,965.32	158,040.33	162,781.54
12	6,692.37	700.60	5,991.77	152,048.56	156,610.02
13	6,692.37	674.04	6,018.33	146,030.23	150,411.14
14	6,692.37	647.36	6,045.01	139,985.22	144,184.78
15	6,692.37	620.56	6,071.81	133,913.41	137,930.81
16	6,692.37	593.65	6,098.72	127,814.69	131,649.13
17	6,692.37	566.61	6,125.76	121,688.93	125,339.60
18	6,692.37	539.46	6,152.91	115,536.02	119,002.10
19	6,692.37	512.18	6,180.19	109,355.83	112,636.50
20	6,692.37	484.78	6,207.59	103,148.24	106,242.69

Sales tax of 0.00 is included in the financed amount shown above.

The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. Lessor will make reasonable efforts to maintain the rate and payments presented herein. However, the rate may need to be adjusted prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing, the interest rate will be revised to reflect adjustments to the Lender's actual cost of funds due to financial market and legal changes incurred since the date of this documentation. This revision may result in an increase in the resulting payment amounts. If such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed by Lessee that a revised amortization schedule reflecting these changes will be executed prior to closing.

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

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ATTACHMENT 1 STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: City of New Smyrna Beach

LEASE NUMBER: 500-50762882

LEASE DATE: JUNE 23, 20 25

Lease Payments are due on the Commencement Date and on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
21	6,692.37	457.26	6,235.11	96,913.13	99,820.52
22	6,692.37	429.62	6,262.75	90,650.38	93,369.89
23	6,692.37	401.86	6,290.51	84,359.87	86,890.67
24	6,692.37	373.97	6,318.40	78,041.47	80,382.71
25	6,692.37	345.96	6,346.41	71,695.06	73,845.91
26	6,692.37	317.83	6,374.54	65,320.52	67,280.14
27	6,692.37	289.57	6,402.80	58,917.72	60,685.25
28	6,692.37	261.19	6,431.18	52,486.54	54,061.14
29	6,692.37	232.68	6,459.69	46,026.85	47,407.66
30	6,692.37	204.04	6,488.33	39,538.52	40,724.68
31	6,692.37	175.28	6,517.09	33,021.43	34,012.07
32	6,692.37	146.39	6,545.98	26,475.45	27,269.71
33	6,692.37	117.37	6,575.00	19,900.45	20,497.46
34	6,692.37	88.22	6,604.15	13,296.30	13,695.19
35	6,692.37	58.94	6,633.43	6,662.87	6,862.76
36	6,692.37	29.50	6,662.87	0.00	
totals	240,925.32	17,710.32	223,215.00		

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

12PFDOC225

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BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: City of New Smyrna Beach

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

_____

_____

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: _____

_____

Attention: _____

Telephone Number: _____

FEDERAL TAX ID#: _____

Lease/Contract Signer Name: _____ Date of Birth _____ (only provide if requested)

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? **If yes, please provide PO#** _____. ❑ YES ❑ NO

Is a new purchase order required for each new fiscal period? ❑ YES ❑ NO

If yes, provide month/year PO expires _____

Are you sales tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.** ❑ YES ❑ NO

Do you require any special information to establish a vendor number for _____? ❑ YES ❑ NO

If yes, please advise: _____

Additional Comments: _____

_____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS
(required for all State and Local Government transactions)

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction**:

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES ❑ NO ❑ If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.
The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES ❑ NO ❑ If YES, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

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Form **8038-G**
(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

SAMPLE

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	2 **Issuer's employer identification number (EIN)** XXXXXXXXXXXXX
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	3b Telephone number of other person shown on 3a XXXXXXXXXXXXXXXXXXX
4 Number and street (or P.O. box if mail is not delivered to street address) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Room/suite XXXXXX	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code XXXXXXXXXXXXXXXXXX XXXXXXXXXX	7 Date of issue XXXXXXXXXXXXXXXXXXXXXXXX
8 Name of issue XXXXXXXXXXXXXXXXXXXX

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	XXXXXXXXX XX
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	XXXXXXXXX XX
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) XXXXXXXXXXXXX		
c	Enter the name of the GIC provider ▶ xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	XXXXXXXXX XX
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXX		
c	Enter the EIN of the issuer of the master pool bond ▶ XXXXXXXXX		
d	Enter the name of the issuer of the master pool bond ▶ XXXXXXXXXXXXXXXXX		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐		
41a	If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:		
b	Name of hedge provider ▶ XXXXXXXXXXXXXXXXXXXXXXXXXX		
c	Type of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXX		
d	Term of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXX		
42	If the issuer has superintegrated the hedge, check box ▶ ☐		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXX		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXXXXXXXXX		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative — Date — XXXXXXXXXXXXXXXXXXXXXXXXXXX Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
XXXXXXXXXXXXXXXXXXXXXXXXXXX				XXXXXXXXXXX

Firm's name ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXX — Firm's EIN ▶ XXXXXXXXXX

Firm's address ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXX — Phone no. XXXXXXXXXXXXX

Form **8038-G** (Rev. 10-2021)

SAMPLE

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De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of JUNE 23 , 20 25 , between **De Lage Landen Public Finance LLC**, as Lessor, and City of New Smyrna Beach , as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE

Lessee
City of New Smyrna Beach
Signature Date

Print Name

Title

07PFDOC055v1

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THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONSIDER THE APPROVAL OF THE RELEASE OF UNITY OF TITLE AGREEMENT AND TERMINATION OF LICENSE AGREEMENT.

August 12, 2025

Background:

1. Applicants: Jim and Karen Miller, 1311 North Atlantic Avenue, New Smyrna Beach, Florida, 32169.
2. Requests: Approval of the Release of Unity of Title Agreement and Termination of License Agreement.
3. Site Information: The subject property is located on the west side of North Atlantic Avenue (see attached Location Map, included as Exhibit A and Aerial Map as Exhibit B). Tax Parcel Numbers: 740410260015.

Exhibits Attached:

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Unity of Title agreement

Exhibit D: Right-of-Way License agreement

Exhibit E: Release of Unity of Title agreement

Findings:

On November 5, 2013, the City Commission approved a Unity of Title Agreement (Exhibit C) and a Right-of-Way License Agreement (Exhibit D) with Jim and Karen Miller to address zoning compliance and encroachment involving a landscaping wall and landscaping installed within the North Atlantic Avenue right-of-way. The Millers have since requested the termination of the license agreement and release of the unity of title.

To proceed with the release of the Unity of Title Agreement and termination of the License Agreement, the applicants were required to remove all improvements from the City's right-of-way and bring the property into compliance with current zoning regulations. The applicants have completed these actions, and the property is now in

compliance.

The applicants are requesting the release of the Unity of Title Agreement and termination of the License Agreement.

Recommendation

Staff recommends the City Commission approve the Applicants request to release the Unity of Title and terminate the Right-of-Way License Agreement.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A - Location Map.pdf
Exhibit B - Aerial Map.pdf
Exhibit C - Unity of Title - Recorded.pdf
Exhibit D - Right-of-Way License Agreement approved by NSB 2013 1105.pdf
Termination & Release of Unity of Title ROW License Agreement.docx

Exhibit A

PARCEL: 7404-10-26-0015 LOCATION MAP

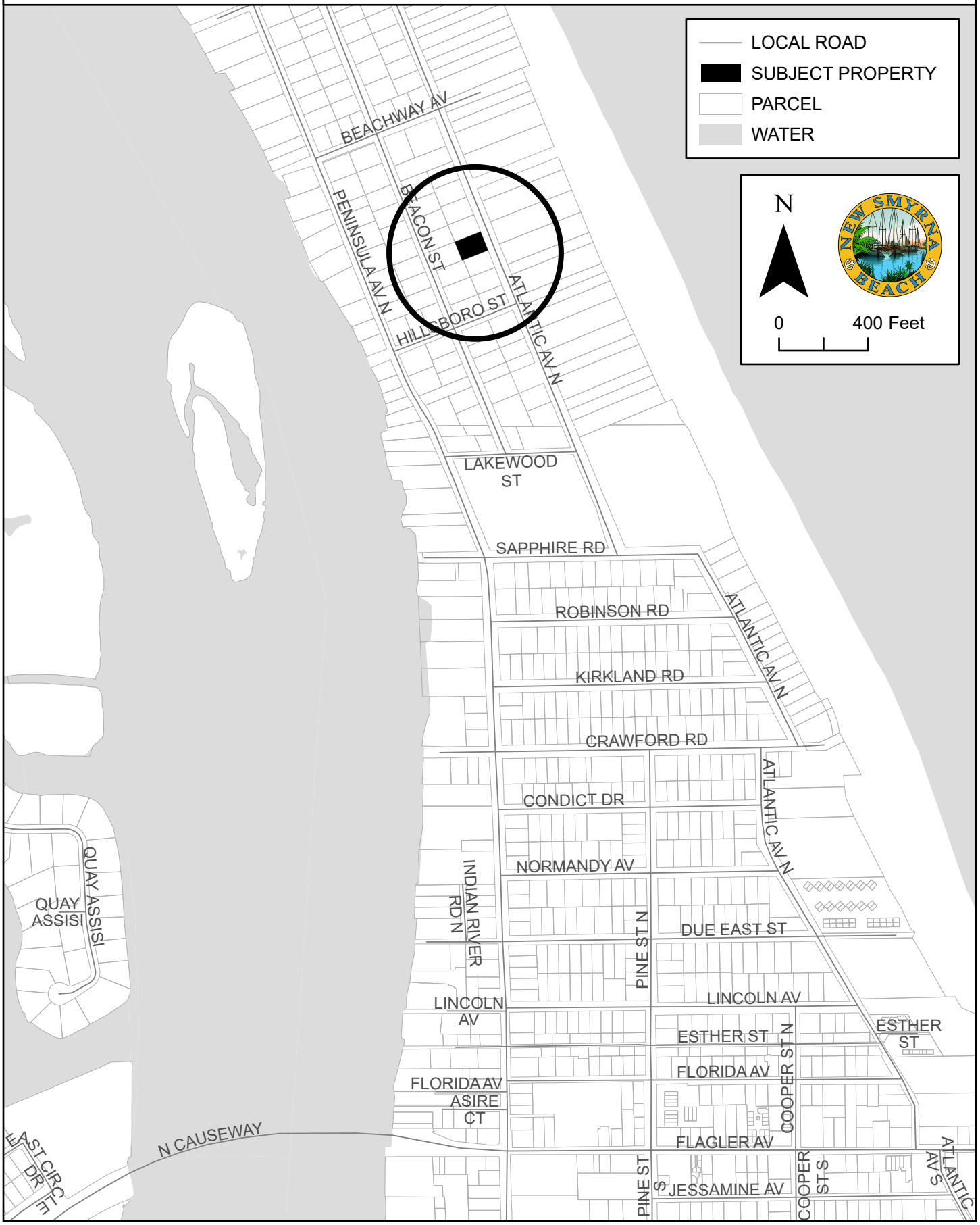


Exhibit B

PARCEL: 7404-10-26-0015 AERIAL MAP

Exhibit C

11/14/2013 11:58 AM
Instrument# 2013-219877 # 1
Book: 6929
Page: 1142

UNITY OF TITLE AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of November, 2013, by and between **James E. and Karen L. Miller**, individually, and **James E. Miller as Trustee of James E. Miller Revocable Trust Dated January 28, 1993, and Karen L. Miller, as Trustee of The Karen L. Miller Declaration of Trust Dated May 16, 2006**, whose mailing address is: 1311 North Atlantic Avenue, New Smyrna Beach, Florida 32169 (hereinafter referred to as "Property Owner") the owner of real property located within the municipal boundaries of the City of New Smyrna Beach, Volusia County, Florida. and **CITY OF NEW SMYRNA BEACH, FLORIDA**, a municipal corporation, having as its principal place of business and mailing address: 210 Sams Avenue, New Smyrna Beach, Florida 32168 (hereinafter referred to as "City"), and collectively referred to herein as "Parties."

WITNESSETH:

WHEREAS, Property Owner holds fee simple title to two parcels of real property located within the municipal boundaries of the City of New Smyrna Beach, Volusia County, Florida, and are situated within the same zoning district. The parcels of land are identified in the tax records of Volusia County by parcel numbers as follows:

Parcel A: 7404-10-25-0014
Parcel B: 7404-10-26-0015

The parcels listed above are more particularly described on the **Exhibit A** attached hereto and incorporated herein by reference. Said parcels are collectively referred to hereafter as "the Property' which is the subject of this agreement; and,

WHEREAS, the City has requested assurance that the Property will be used, developed, and remain as a single, integrated parcel, for the purpose of guaranteeing and preserving the utilization and development of the Property in compliance with all zoning and land development regulations of the City of New Smyrna Beach, Florida. in effect at the time of the making of this Agreement, including license agreement heretofore granted with respect thereto, and Property Owner desires to voluntarily enter into this Unity of Title Agreement with the City; and

WHEREAS, the terms of this Unity of Title Agreement shall not serve to impair the rights of creditors of record, existing easements, restrictive covenants of record, or the rights of present and future parties having any ownership interest In the Property to further encumber the Property.

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

1. **Declaration of Covenants and Restrictions.** The Property as described herein shall be owned, used, developed, and shall remain unified as a single integrated parcel; and, the Property shall not be submitted, subdivided, sold or encumbered in lesser constituent parcels without each of lesser constituent parcels being brought into compliance with all then existing zoning and land development regulations and recordation of the City's release and termination of this Agreement to be provided to the Property Owner upon the City's determination of compliance.

2. **Duration.** This Unity of Title Agreement shall constitute a covenant and restriction running with the land and title to the Property for thirty (30) years from the date of recording in the Public Records of Volusia County, Florida, of this Agreement unless earlier revoked by agreement in writing entered into between the City and the Property Owner, or Property Owner's successors, assigns, or by order of a court of competent jurisdiction.

3. **Preservation of Covenant.** Any party to this Agreement or any successor in interest or assign of any party to this Agreement, may preserve this unity of title covenant and restriction and protect the same from extinguishment by the operation of the Marketable Record Title Act (Chapter 712, Florida Statutes [2004]) by filing for record, during the 30-year period immediately following the effective date of this Agreement, a notice, in writing, in accordance with the provisions of Chapter 712, F.S., which notice shall have the effect of so preserving such claim of right or such covenant or restriction or portion of such covenant or restriction for a period of not longer than 30 years after filing the same unless again filed as required herein. No disability or lack of knowledge of any kind on the part of anyone shall delay the commencement of or suspend the running of said 30-year period.

IN WITNESS WHEREOF, the parties hereto have caused this Unity of Title Agreement to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Barbara Billings
First Witness
Printed Name: Barbara Billings

Claudia Rogers
Second Witness
Printed Name: Claudia Rogers

PROPERTY OWNER NAME AND SIGNATURE

James E. Miller
James E. Miller, individually, and James E. Miller as Trustee of James E. Miller Revocable Trust dated January 28, 1993

Barbara Billings
First Witness
Printed Name: Barbara Billings

Claudia Rogers
Claudia Rogers

PROPERTY OWNER NAME AND SIGNATURE

Karen L. Miller, individually, and Karen L. Miller as Trustee of Karen L. Miller Declaration of Trust dated May 16, 2006

Second Witness
Printed Name: Claudia Rogers

STATE OF FLORIDA
COUNTY OF VOLUSIA

I hereby certify that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **James E. Miller and Karen L. Miller**, to me personally known to be the persons described in, and who executed the foregoing instrument and acknowledged before me the execution of same under authority duly vested by said company.

Witness my hand and official seal in the County and State last aforesaid this 12th day of November, 2013.

Notary Public
Printed Name:

My commission expires:
JOHNNY RAY BLEDSOE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE032033
Expires 8/13/2015

CITY OF NEW SMYRNA BEACH
A Florida Municipal Corporation

Barbara Billings
First Witness (as to Mayor & City Clerk)
Printed Name: Barbara Billings

By: ADAM BARRINGER, as Mayor

Attest:

Claudia Rogers
Second Witness (as to Mayor & City Clerk)
Printed Name: Claudia Rogers

By: JOHNNY BLEDSOE, as City Clerk

{corporate seal}

Instrument# 2013-219877 # 5
Book: 6929
Page: 1146

STATE OF FLORIDA
COUNTY OF VOLUSIA

I hereby certify that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **ADAM BARRINGER, as Mayor, and JOHNNY BLEDSOE, as City Clerk, of the CITY OF NEW SMYRNA BEACH, a Municipal Corporation of the State** of Florida, to me personally known to be the persons described in, and who executed the foregoing instrument and acknowledged before me the execution of same under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation.

Witness my hand and official seal in the County and State last aforesaid this 12th day of November, 2013.

Claudia Soulie
Notary Public
Printed Name: Claudia Soulie

My commission expires:

CLAUDIA SOULIE
Commission # EE 113968
Expires September 13, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

APPROVED AS TO FORM AND CORRECTNESS

FRANK B. GUMMEY, III
CITY ATTORNEY
CITY OF NEW SMYRNA BEACH, FLORIDA

Instrument# 2013-219877 # 6
Book: 6929
Page: 1147
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT A
LEGAL DESCRIPTIONS

PARCEL A

S 105 FT OF BLK A COLIN PARK MB 11 PGS 116-117 INC PER OR 11 51 PG 701 PER OR 3934 PG 1409 PER OR 4834 PGS [redacted] PER OR 5812 PG 2216 PER OR 5988 PG 514-515

PARCEL B

E ½ OF S 90 FT OF BLK B COLIN PARK PER OR 5159 PG 4763 PER OR 5256 PGS 2508-2509 PER OR 6772 PG 0043

Exhibit D

Return Recorded Document to:
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RIGHT-OF-WAY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this 12 day of September, 2013, by and between the CITY OF NEW SMYRNA BEACH, a Florida municipal corporation (hereinafter "City") and Jim & Karen Miller (property owner name), 1311 N. Atlantic Ave, New Smyrna Beach, FL 32169 (property owner address) (hereinafter "Licensee").

PREMISES

WHEREAS, the City agrees that the improvement plan for the Retaining Wall improvements depicted on **Exhibit "A"**, attached hereto and incorporated herein by reference, comes within the intent of established City policy; and

WHEREAS, the improvement plan encompasses part of a City right-of-way known as N. Atlantic Avenue (street name), a 90 -foot wide City right-of-way, as depicted in **Exhibit "B"**, attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee, Jim & Karen Miller (property owner name), is the owner of real property abutting N. Atlantic Ave (street name) located in the Colin Park subdivision, the legal description of that property is as follows:

E 1/2 of S 90 ft of BLK B COLIN PARK OR 5159 PG 4763 PER OR 5256 PGS 2508-2509 PER OR 6772 PG 0043 ~~(insert legal description)~~

WHEREAS, the City is willing to license incidental private use of public property in exchange for appropriate protection of the public interest and sufficient contribution of the Licensee to expenses incurred in the improvements and maintenance of the N. Atlantic Avenue (street name) right-of-way.

WHEREAS, at it's regular meeting held November 5, 2013 (insert date of City Commission approval), the City Commission approved allowing the driveway paving improvements depicted on **Exhibit "A"** within the N. Atlantic Avenue (street name) right-of-way, with conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as N. Atlantic Avenue (street name), located and situated in New Smyrna Beach, Volusia County, Florida, as depicted in **Exhibit "A"** for the purpose of installation, maintenance, repair, replacement and removal of landscape wall (description of improvements) (hereinafter "Improvements") approved by the City as depicted in **Exhibit "A"**.

2. All improvements, uses and activities shall comply with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee agrees to apply for all required permits for the improvements depicted on **Exhibit "A"** within thirty (30) days of the execution of this agreement by the City. Failure to apply for the required permit(s) will result in revocation of the City Commission's approval.

4. Licensee agrees to construct and/or install the improvements depicted on **Exhibit "A"** in a manner that allows a positive flow for the stormwater runoff. Such construction/installation shall be shown on the building permit application submitted for the proposed improvements.

5. Licensee agrees to construct the improvements depicted on **Exhibit "A"** in order to ensure that the improvements are located at least 30 feet from any stop sign or traffic control device. If applicable, all traffic control devices shall be shown on the building permit application submitted for the proposed improvements.

6. Licensee agrees to complete all construction/installation activities within sixty (60) days of City Commission approval of this Agreement. Failure to complete all construction/installation activities within sixty (60) days shall result in revocation of the City Commission's approval.

7. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of the improvements described herein and as depicted on **Exhibit "A"**.

8. The Licensee agrees, upon thirty (30) days written notice form the City, to maintain, repair or replace all improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all improvements without further notice to the Licensee and at sole cost and expense of the Licensee.

9. The City reserves the right to request removal of the improvements depicted in **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the improvements are not removed within the time specified by the City, or in cases where emergency work by the City becomes necessary, the City may remove or cause to be removed the improvements without any liability to the City or obligation to replace same upon completion of the City project.

10. The Licensee agrees that no improvements shall be made except as depicted in **Exhibit "A"** or subsequently approved amendments thereto. However, improvements may be maintained, repaired, replaced and removed.

11. Licensee agrees to not interfere or restrict public use of the property described in **Exhibit "A"**.

12. The license granted by this License Agreement shall be effective during the period from the date of execution by all parties until terminated in accordance with the provisions specified herein.

13. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement, or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the improvements and the City shall not be obligated to either maintain or repair the improvements and the City shall not be liable for either

undertaking or failing to maintain or repair the improvements. All costs and expenses of the City resulting from maintenance or repair of the improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against the lot located within the subdivision as described in **Exhibit "A"**. The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lot, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

14. This license is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

15. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. The Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the property is hindered or disturbed.

16. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: ATTENTION: CITY MANAGER, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32169, for the City; and to Jim & Karen Miller (property owner name), 1311 N. Atlantic Ave, NSB, FL 32169 (property owner address), for the Licensee, or as otherwise designated in writing to all respective parties.

17. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this agreement, the Licensee agrees to pay the City

an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

18. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

Claudia Rogers
Witness 1

Claudia Rogers
Print Name of Witness 1

Barbara Billings
Witness 2

Barbara Billings
Print Name of Witness 2

LICENSOR
CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation

By: Adam Barringer
Adam Barringer, Mayor

Attest:

By: Johnny Bledsoe
Johnny Bledsoe, City Clerk

LICENSEE

Barbara Billings
Witness 1

Barbara Billings
Printed Name

By: John E Miller
Licensee Name

Claudia Rogers
Witness 2
Claudia Rogers
Printed Name

Barbara Billings
Witness 1
Barbara Billings
Printed Name

Claudia Rogers
Witness 2
Claudia Rogers
Printed Name

By: _____
Licensee Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12th day of November, 2013, by Adam Barringer and Johnny Bledsoe, as Mayor and City Clerk, respectively, of the City of New Smyrna Beach, Florida, a Florida Municipal Corporation, on behalf of the City of New Smyrna Beach. They are personally known to me and did not take an oath.

CLAUDIA SOULIE
Commission # EE 113968
Expires September 13, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

Claudia Soulie
Notary Public, State of Florida
Type or Print Name: Claudia Soulie
Commission No. EE 113968
My Commission Expires: 9/13/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12th day of November, ~~2010~~ 2013, by Jim & Karen Miller (property

owner name), as owner of the property located at N. Atlantic Ave (property address). He/she is personally know to me or has produced Florida Drivers License as identification and did not take an oath.

Notary Public, State of Florida
Type or Print Name: JOHNNY RAY BLEDSOE
Commission No. NOTARY PUBLIC
My Commission Expires: STATE OF FLORIDA
Comm# EE093033
Expires 8/13/2015

Approved as to form and correctness.

City Attorney
Date: 11/12/13

Exhibit A – Proposed Improvements

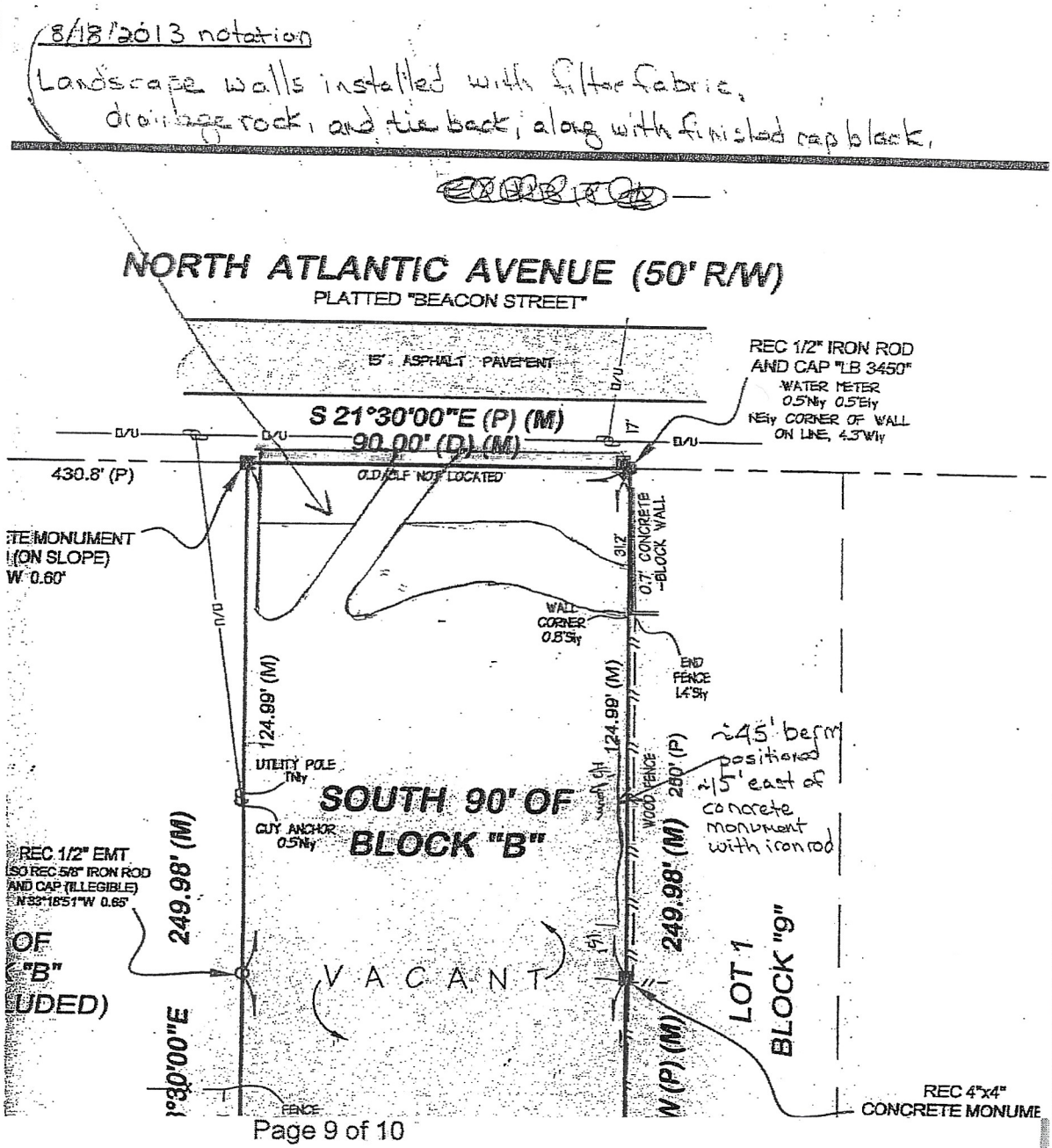
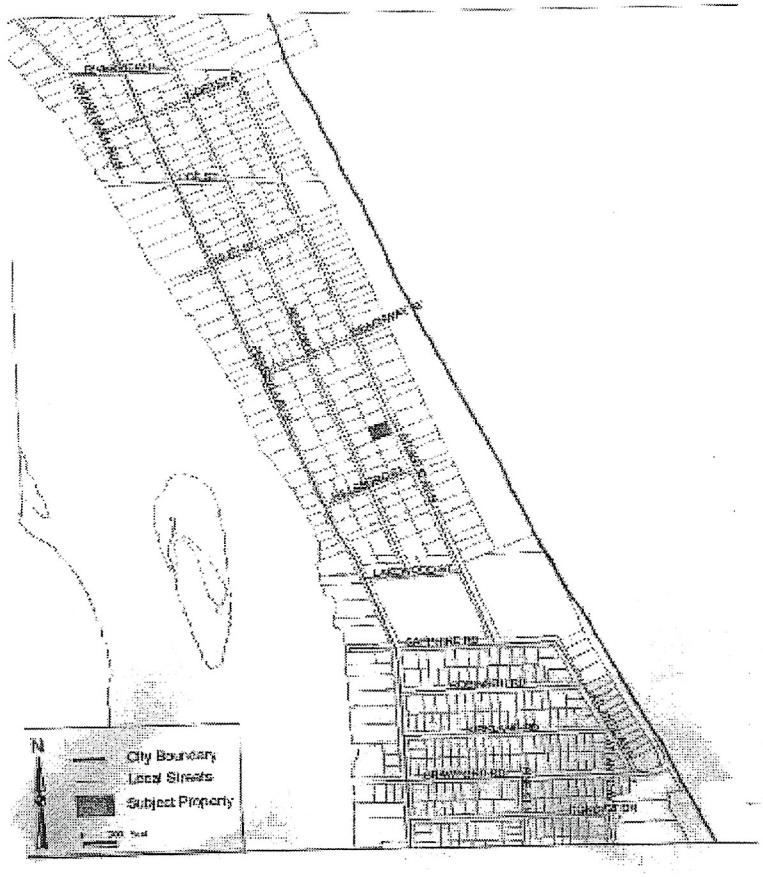


Exhibit A – Proposed Improvements

90 foot wide by 1 foot wide area in the city right-of-way located on the west side of North Atlantic Ave, immediately adjacent to property located at 1311 North Atlantic Ave, to construct a landscaping wall and landscaping plants.

Exhibit B – Location Map

LOCATION MAP LA 10-13



TERMINATION AND RELEASE OF

UNITY OF TITLE AGREEMENT AND RIGHT-OF-WAY LICENSE AGREEMENT

This **TERMINATION AND RELEASE** is made and entered into this _____ day of _____, 2025, by and between **James E. and Karen L. Miller**, individually, and **James E. Miller as Trustee of the James E. Miller Revocable Trust dated January 28, 1993, and Karen L. Miller, as Trustee of the Karen L. Miller Declaration of Trust Dated May 16, 2006**, whose mailing address is: 1311 North Atlantic Avenue, New Smyrna Beach, Florida 32169 (hereinafter referred to as the "Property Owner") the owner of real property located within the municipal boundaries of the City of New Smyrna Beach, Volusia County, Florida, and the **CITY OF NEW SMYRNA BEACH, FLORIDA**, a municipal corporation, having its principal place of business and mailing address: 210 Sams Avenue, New Smyrna Beach, Florida 32168 (hereinafter referred to as "City"), and collectively referred to herein as "Parties."

WITNESSETH:

WHEREAS, the Parties entered into a Unity of Title Agreement, dated 5 November 2013, recorded with the Volusia County Clerk's office in Book 6929, Page 1142, on 11 November 2013, and incorporated herein by reference; and

WHEREAS, the Parties entered into a corresponding Right-of-Way License Agreement, dated 12 September 2013, and incorporated herein by reference; and

WHEREAS, the Parties mutually agree that the terms of the Unity of Title and Right-of-Way License Agreement and have been fulfilled and the Parties mutually agree to termination and release of both agreements.

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

1. **Unity of Title Agreement.** The Parties individually and collectively agree to the termination and release of the Unity of Title Agreement, dated 5 November 2013, recorded with the Volusia County Clerk's office in Book 6929, Page 1142, on 11 November 2013, and incorporated herein by reference.
2. **Right-of-Way License Agreement.** The Parties individually and collectively agree to the termination and release of the Right-of-Way License Agreement, dated 12 September 2013, and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release of Unity of Title Agreement and Right-of-Way License Agreement to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

PROPERTY OWNER NAME AND SIGNATURE

_____
First Witness
Printed Name:_____

_____
James E. Miller, individually, and James E. Miller as Trustee of James E. Miller Revocable Trust dated January 28, 1993

_____
Second Witness
Printed Name:_____

PROPERTY OWNER NAME AND SIGNATURE

_____
First Witness
Printed Name:_____

_____
Karen L. Miller, individually, and Karen L. Miller as Trustee of Karen L. Miller Declaration of Trust dated May 16, 2006

_____
Second Witness
Printed Name:_____

(City Seal)

City:
CITY OF NEW SMYRNA BEACH,
a Florida municipal corporation

By:

_____
Fred Cleveland, Mayor

ATTEST:

_____
Sharon Taylor-Harding, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned duly authorized by law to administer oaths and take acknowledgments, did personally appear **Fred E. Cleveland** and **Sharon Tayor-Harding**, Mayor and City Clerk of the City of New Smyrna Beach respectively, who have acknowledged that as such Mayor and a such City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Assignment and Assumption of License Agreement on the date and year herein written, pursuant to the authority of the City Commission of the City of New Smyrna Beach, Florida.

Witness my hand and seal this _____ day of _____, 2025.

_____
Notary Public

(Notary Seal or Stamp)

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF THE TRANSFER OF K9 LOKI TO ANOTHER LAW ENFORCEMENT AGENCY.

August 12, 2025

Background:

With the unexpected resignation of canine handler John Eichhorn, and no interested potential replacement handlers who meet the policy requirements for eligibility, the police department has considered two potential courses of action: either amend the current policy to reduce the required level of experience, or transferring ownership of the canine.

Findings:

Given the potential liability associated with assigning the dog to an underqualified or inexperienced handler, transferring the canine to another entity - who has expressed a willingness to accept the dog - appears to be the most prudent and responsible option.

Fiscal Analysis:

The canine is a four-year-old Belgian Malinois. He was purchased from Metro Dade K9 Services in October of 2023 for $19,500. There is no cost to transfer the asset. The department does not anticipate seeking funding for a replacement K9 during FY 25/26.

Strategic Plan Item:

No

Staff Report Created By: Chris Kirk

Attachments:

FORMAL TRANSFER.pdf

POLICE K-9 TRANSFER OF OWNERSHIP AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2025, by and between the **City of New Smyrna Beach, Florida**, a Florida municipal corporation (hereinafter referred to as the "Transferor City"), and the **Metro Dade K9 Services**, a Florida corporation (hereinafter referred to as the "**K9 Services**").

RECITALS

WHEREAS, the Transferor City is the legal owner of a police K-9 known as Loki, a Belgian Malinois, date of birth July 1, 2021, formerly assigned to the New Smyrna Beach Police Department; and

WHEREAS, the former K-9 handler resigned from his position with the City; and

WHEREAS, the New Smyrna Beach Police Department (NSBPD) currently lacks any officers who meet the minimum qualifications required to serve as a certified K-9 handler; and

WHEREAS, the K-9 was raised and trained by the K9 Services prior to placement with the City; and

WHEREAS, the K9 Services desires to formally accept ownership and assume all responsibility for the K-9; and

WHEREAS, the governing body has approved this permanent transfer of ownership;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. TRANSFER OF OWNERSHIP

Effective as of the date of this Agreement, the Transferor City hereby transfers all rights, title, and interest in and to the police K-9 identified as Loki (hereinafter, the "K-9") to K9 Services.

K9 Services agrees to provide to the Transferor city the option to purchase a comparable working canine at cost at a future date, upon the City's request. "At cost" shall be defined as the actual direct cost incurred by K9 Services in the acquisition and preparation of said canine, with no profit margin added. This option shall remain valid for a period of three (3) years from the date of execution of this agreement.

2. ACCEPTANCE BY K9 SERVICES

The K9 Services hereby accepts full ownership, custody, and control of the K-9. The K9 Servies acknowledges that it has previously evaluated the K-9's health, temperament, and training and deems the K-9 suitable for transfer and ownership.

3. AS-IS CONDITION

The K-9 is transferred in "as-is" condition, without any warranties or guarantees, express or implied, including but not limited to warranties of fitness for a particular purpose or merchantability. K9 Services acknowledges and accepts the K-9's condition.

4. LIABILITY AND RELEASE

Upon execution of this Agreement, the K9 Services assumes all responsibility and liability for the K-9, including all costs related to its care, training, maintenance, and deployment. K9 Services agrees to release, defend, indemnify, and hold harmless the Transferor City, its elected officials, officers, agents, and employees from and against any and all claims, damages, liabilities, or costs arising out of or related to the K-9 after the date of transfer.

5. RECORDS

The Transferor City agrees to provide all available medical, training, and deployment records related to the K-9 to the K9 Services upon execution of this Agreement.

6. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any disputes arising under this Agreement shall lie in the appropriate court of jurisdiction in Volusia county.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements, understandings, or representations. Any amendments or modifications must be in writing and signed by both parties.

8. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, including the laws of the State of Florida, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SIGNATURES

TRANSFEROR CITY

CITY OF NEW SMYRNA BEACH, FLORIDA
By: _____
Fred E. Cleveland, Mayor

ATTEST:
By: _____
Sharon Taylor- Harding, Interim City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by Fred E. Cleveland, as Mayor of the City of New Smyrna Beach, Florida, who is personally known to me or has produced _____ as identification.

(Signature of Notary Public) _____
(Print Name of Notary) _____
Commission No.: _____
My Commission Expires: _____

DADE METRO K9 SERVICES
By: _____

ATTEST:
By: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by _____, _____(TITLE), who is personally known to me or has produced _____ as identification.

(Signature of Notary Public) _____
(Print Name of Notary) _____
Commission No.: _____
My Commission Expires: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____ Date: _____
Carrie Avallone
City Attorney

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE ART FIESTA 2026, TO BE HELD ON SATURDAY FEBRUARY 21 AND SUNDAY FEBRUARY 22, 2026.

August 12, 2025

Background:

The Art Fiesta 2026 event will be held on Saturday February 21st from 9am until 5pm and also on Sunday February 22, 2026, from 9am until 4pm. This event will require road closures from Friday February 20th at 7am(set-up) through breakdown on Sunday February 22nd at 9pm. The event requires the closure of the northern and western intersection boundary of Canal Street at Riverside Drive, proceeding southbound on Riverside Drive to Lytle Avenue (under the overpass), including parts of Riverside Park and the fishing/parking area adjacent to Manatee Park. Also requiring the closure of Douglas and Downing Streets at S Riverside Drive. Emergency vehicle traffic will be allowed access at the intersection of Downing Street at S Riverside Drive. This free to attend event has been previously held in NSB for many years, with an anticipated 5,000 attendees. The event will feature entertainment at the gazebo, including a sound system in use from 9am to 5pm daily. There will be no alcohol sales or consumption on Riverside Drive, in Riverside Park or in any City right of way during the event. The following temporary structures will be utilized: booths, tents, barricades, and cones. The Fire Department will provide fire safety inspections of all event food vendors and food trucks.

Findings:

Staff recommends the approval of the Art Fiesta 2026, to be held on Saturday February 21st and Sunday February 22, 2026.

Fiscal Analysis:

Art Fiesta vendor revenue annual generates approximately $50,000 to $60,000 with expenses of approximately $30,000. This event is hosted by the Leisure Services Department and nets approximately $20,000 to $30,000 in revenue for the city.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Art Fiesta 2026, Feb 20-22 2026.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Art Fiesta

Event Date: Feb 20 to 22, 2026

Contact Information: Leisure Services

Brief Event Description: Art Festival on Riverside Dr. & in Riverside Park & Brannon Center

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	7/8/25
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	7/1/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	7/1/25
	Fire Department	386-402-7631	dwiech@cityofnsb.com	
Sgt. Helms	Police Department	386-424-2297	whelms@cityofnsb.com	7/15/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	7/1/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	7/7/25

Conditions of Approval:

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

PD - Need to make officer requests in ODM (Please See Sgt. Helms) - DONE RS

Building Dept - Apply for a major Event permit

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** _____

Road Closures:

Riverside - Canal St to Lytle

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

Special Event Application

Form Submission ID: 22219105
Submission Date/Time: 06/18/2025 at 1:29 pm
Form Status: New
Patron Email Address: jdpowers@cityofnsb.com
Name: Jonah Powers

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

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

Name of Event

64th Annual Art Fiesta

Name of Producer and/or Promoter

City of New Smyrna Beach Leisure Services

Type of Organization

Government

Address

105 S Riverside Drive

City

New Smyrna Beach

State

FL

Zip Code

32168

Work Phone

(386)410-2887

Home Phone

(386)410-2887

Fax

N/A

Special Event Application

Event End Time:

05:00 pm

Set Up Start Time:

05:00 am

Setup End Time:

08:00 am

Breakdown Start Time:

04:00 pm

Breakdown End Time:

09:00 pm

Alternative Date:

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

News Paper; Social Media

Anticipated number of attendees?

5000

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

Yes

If yes, when?

Every year prior for 63 years.

Have you held this event in another city?

No

If yes, list location(s):

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

No

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

Special Event Application

Name of Contractor

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

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

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

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

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

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

No

If yes, complete below.

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

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

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

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Newspaper,Radio,Other

Telephone number to be released for public information

(386) 410-2880

Special Event Application

PORT-O-LETS & SANITATION:

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

3-5

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

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

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

New Smyrna Beach Police Department

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

CONFIRMATION:

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

Contact Name & Phone Number (1):

Jonah Powers (386) 410-2887

Contact Name & Phone Number (2):

Jonah Powers (386) 337-2411

Upload Site Map

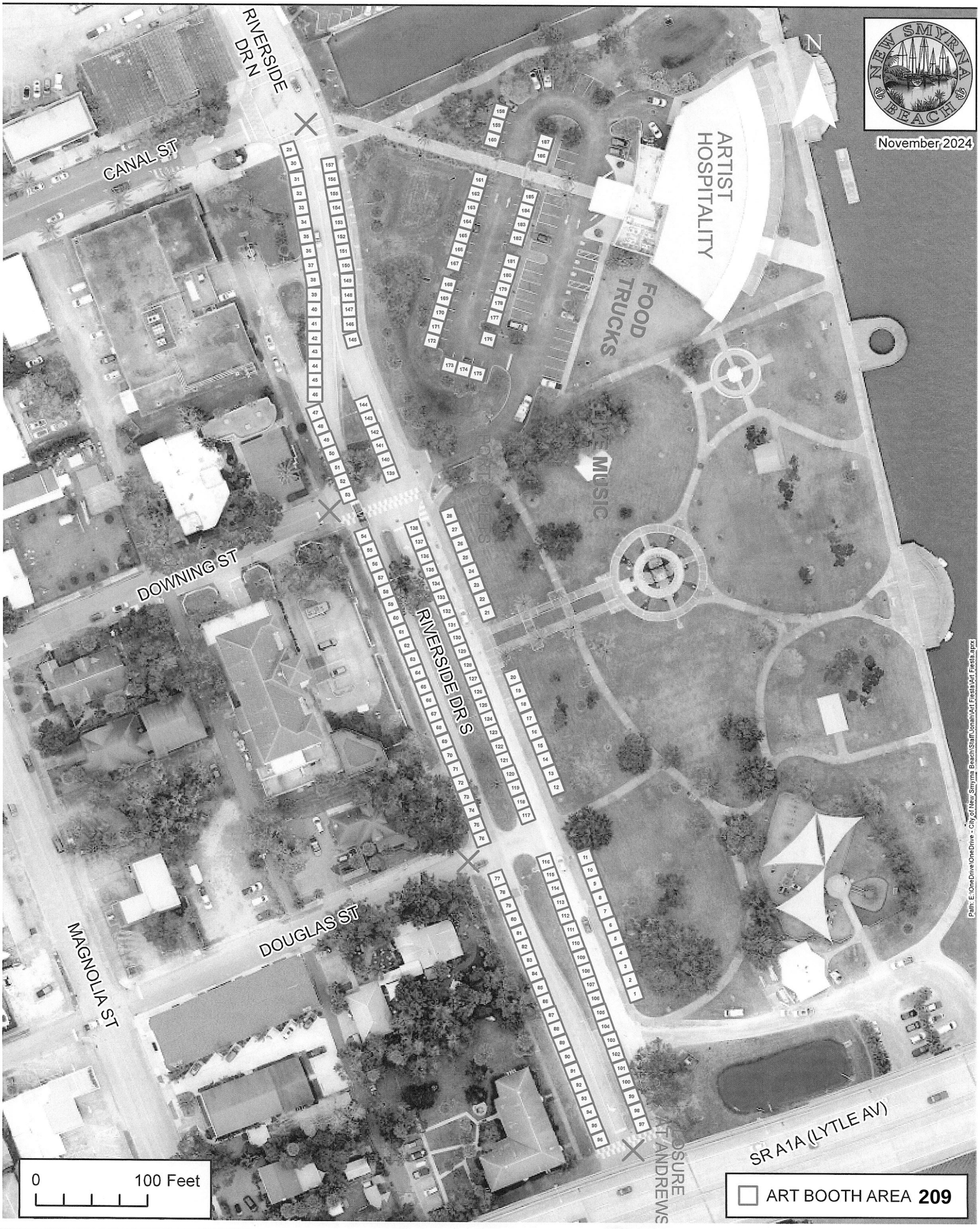
\Question Answers Only\14\SITE PLAN - ART FIESTA - SPECIAL EVENT APP.pdf

Upload Documents

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

Printed Name:

ART FIESTA AT RIVERSIDE DR. AND RIVERSIDE PARK VERSION 1



THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE CANAL STREET NIGHTS EVENTS FOR 2025-2026, TO BE HELD ON FOUR THURSDAYS: OCTOBER 16, 2025, NOVEMBER 20, 2025, FEBRUARY 19, 2026 AND MARCH 19, 2026.

August 12, 2025

Background:

The NSB Main Street Inc. dba Canal Street Historic District would like approval to hold four Thursday Canal Street Nights events for Fall 2025 through Spring 2026 on Canal Street from Riverside Drive westbound to Orange Street. Events would be held on the following four Thursday evenings: October 16, 2025, November 20, 2025, February 19, 2026 and March 19, 2026. The events will be family friendly starting at 5pm until 8:30pm for shopping, food trucks, live music and vendors along Canal Street. The closure of Canal Street will start at 3:30pm continuing through 9:30pm, beginning at the eastern boundary at the intersection of Canal Street and Orange Street proceeding eastward to Riverside Drive include Magnolia Street, Sams Avenue, Live Oak Street, Rush Street, Palmetto Street and Faulkner Street intersections including any open parking lots. Food Trucks will be parked and tents (10x10) for the vendors will be erected in the roadway on Canal Street. There will be various entertainment acts performing during the event nights starting at 5:45pm and ending at 8:15pm. There will be no alcohol sales or consumption on Canal Street or in any City right of way during the events. Public restrooms will be available to patrons via the businesses on Canal Street. The Fire Department will provide fire safety inspections to all food service and food truck vendors. One Police Officer will be required to be onsite per event date.

Findings:

Staff recommends the approval of the Canal Street Nights Events for 2025-2026, to be held on four Thursdays: October 16, 2025, November 20, 2025, February 19, 2026 and March 19, 2026.

Fiscal Analysis:

The following permit and event fees will be collected by the city:
Building Dept Continuous Event Permit Fee: $536.70
Leisure Services Major Special Event Fee: $532.50

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Canal Street Nights Oct 2025-March 2026.pdf
Canal St Nights Water Barricade list.png

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Canal St. Nights

Event Date: Oct 16, Nov 20, Feb 19, March 19

Contact Information: Richard England

Brief Event Description: Third Thursday of month for Oct 2025, Nov 2025, Feb 2026, March 2026 - Street Fair on Canal st.

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	7/22/25
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	7/1/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	7/1/25
	Fire Department	386-402-7631	dwiech@cityofnsb.com	7/1/25
Sgt. Helms	Police Department	386-424-2297	whelms@cityofnsb.com	7/11/25
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	7/1/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	7/2/25

Conditions of Approval:

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

PD- Need to request 1 officer per event on OFF Duty Management

Bldg Dept - Apply for a major Event permit

Richard - do you need picnic tables? Yes

Banner Request: Yes ☐ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** _____

Road Closures:

Canal St. Riverside to Orange

& Water Barricades, PD to have CSA at Live Oak w/ Vehicle

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

Special Event Application

Form Submission ID: 22309310
Submission Date/Time: 06/24/2025 at 3:51 pm
Form Status: New
Patron Email Address: richard.england4@gmail.com
Name: Richard England

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

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

Name of Event

Canal St. Nights

Name of Producer and/or Promoter

NSB Mainstreet Inc., dba Canal St. Historic District

Type of Organization

Non-Profit

Address

305 Magnolia St.

City

New Smyrna Beach

State

FL

Zip Code

32168

Work Phone

(386)409-7881

Home Phone

(813)787-8662

Fax

n/a

Special Event Application

Website

canalstreetnsb.com

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Date(s) Requested

10/16/25, 11/20/25, 2/19/26, 3/19/26

Location of Event

Canal St. - Riverside to Orange

Description of Event

Closed street family friendly event with vendors, food trucks, and live music

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

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

No

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

No

Event Date:

10/16/2025

Event Start Time:

05:00 pm

Special Event Application

Event End Time:

08:30 pm

Set Up Start Time:

03:30 pm

Setup End Time:

05:00 pm

Breakdown Start Time:

08:30 pm

Breakdown End Time:

09:30 pm

Alternative Date:

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

Posters in business windows, causeway banners, emails, social media

Anticipated number of attendees?

250

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

Yes

If yes, when?

Have you held this event in another city?

No

If yes, list location(s):

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

No

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

Special Event Application

Will the special event involve the use of aircraft?

No

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

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

Yes

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

various

Will you be using a sound system?

Yes

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

Name of Contractor

Type of System:

Personal

Sound Start Time:

05:45 pm

Sound End Time:

08:15 pm

Will there be carnival games and/or rides?

No

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

Special Event Application

Name of Contractor

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

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

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

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

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

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

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

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

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

50

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

crafts. packaged food items, art, pet supplies, etc.

Will there be food trucks at this event?

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

No

If yes, complete below.

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

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

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

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Newspaper,Radio,Internet,Other

Telephone number to be released for public information

386-409-7881

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

No

How many tents exceeding 120 square feet or greater?

0

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

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

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

Yes

If yes, City Commission approval will be required.

If yes, list road name(s):

Canal St. between Orange and Riverside

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

Yes

Special Event Application

PORT-O-LETS & SANITATION:

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

None. Businesses provide facilities.

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

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

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

No special security arrangements

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

CONFIRMATION:

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

Contact Name & Phone Number (1):

Richard England 781-883-8937

Contact Name & Phone Number (2):

Lillian Conrad 813-787-8662

Upload Site Map

\Question Answers Only\22\Canal St. Nights Maps.pdf

Upload Documents

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

Printed Name:

Special Event Application

Richard England

Date:

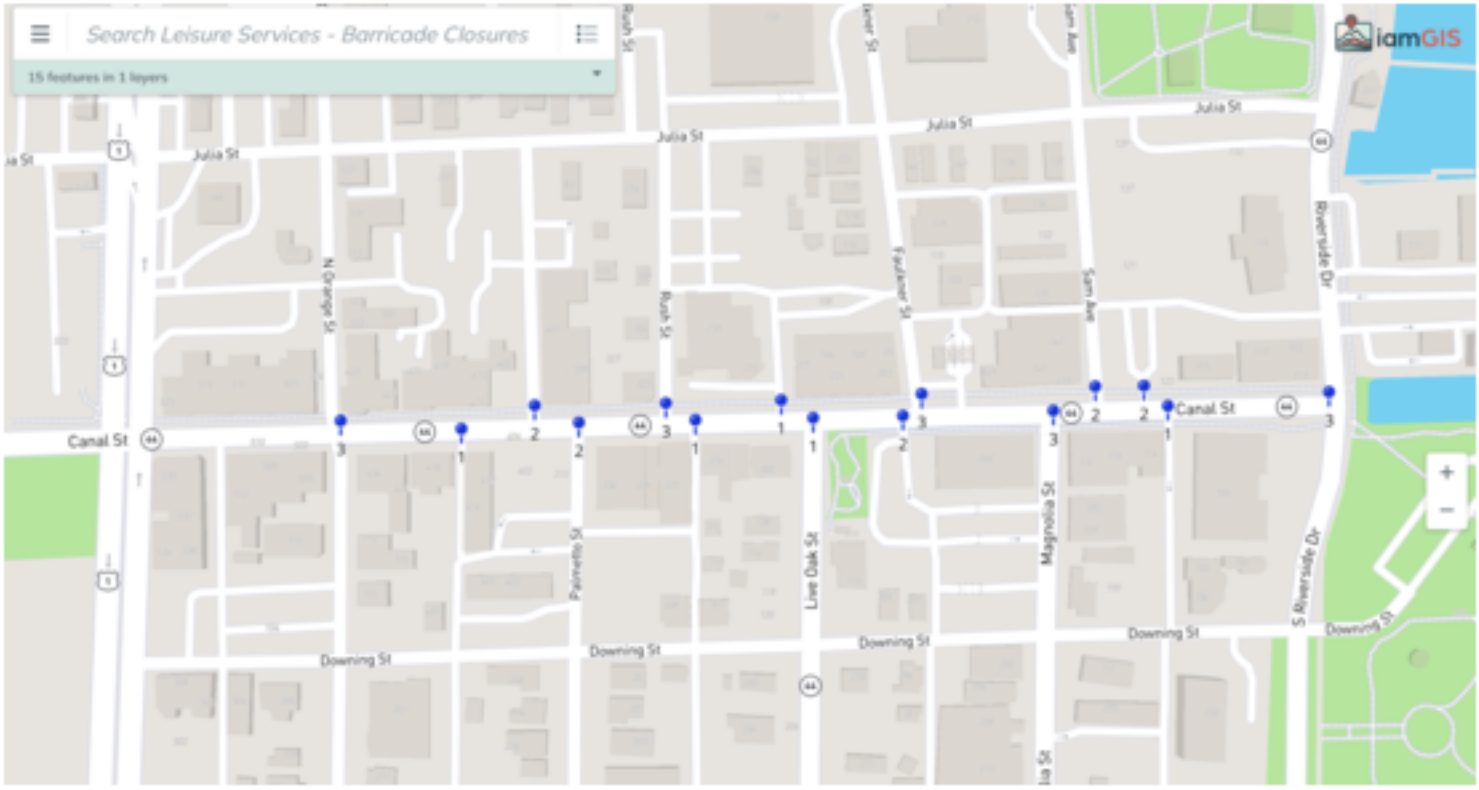
06/24/2025

= potential vendor placements. (all on one street) (All streets will be accessible to emergency vehicles)

Note: Vendor placements include food truck locations

Representative sample from a 2022 Canal Street Nights

blue squares represent vendors or food trucks


Search Leisure Services - Barricade Closures
15 features in 1 layers
iamGIS
Julia St
Canal St
Downing St
N Orange St
Rush St
Palmetto St
Live Oak St
Magnolia St
S Riverside Dr
Canal St

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

CONSIDER THE ACCEPTANCE AND APPROVAL OF THE FINAL REPORT FROM THE CHARTER REVIEW COMMITTEE.

August 12, 2025

Background:

In January 2025, the City Commission appointed an 11-member Charter Review Committee, who were led by Charter Facilitator Susan Boyer, to review the City's Charter. The Committee began the Charter Review process beginning in April 2025. The Committee met the first and third Tuesdays each month and ended its deliberations in early July 2025.

On July 28, 2025, the City Commission held a workshop to discuss the final report and recommendations from the Charter Review Committee. Those items are:

1. Revisions to Sections 2.02 and 3.06 to provide for a four-year mayoral term.

2. Revisions to Section 3.05 to declare a candidate a winner in the primary election if the individual garners 50% plus one vote of the votes cast, without the need for a vote at the general election.

3. Revisions to Sections 2.03, 2.05, 4.01, 4.02, and 4.03, to provide for the City Clerk to be an employee of the City Manager, rather than a Charter Officer.

4. Revisions to Section 2.11, to increase the salary of the Commission members to 75% of the County Council Chair for the mayor, and 75% of the mayor's salary for the four other commissioners.

5. Revisions to Section 6.03, Historic Preservation, to clarify the prioritization of historic preservation, rather than mandating certain actions.

6. Adoption of a new Section 6.05, Cultural Arts, to guide all future commissions on the prioritization of the cultural arts in the City.

7. Revisions to Section 7.03 to clarify and mandate that the Charter be reviewed at least once every 10 years.

The Charter Review Committee also recommended that the seven ballot questions be submitted to the electorate at a special election prior to the 2026 general election.

The final report from the Charter Review Committee is attached. It is recommended that the City Commission accept and approve the final report.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

Table_of_2025_City_of_NSB_Charter_Review_Committee_Proposed_Changes_and_Reas
2-25_Final_Report_.pdf
City_of_New_Smyrna_Beach_-
_2025_Charter_Review_Committee_Report__by_Susan_Boyer_-_7-2-25__Final_v4.pdf
NSB_Charter_Proposed_Revisions 8.1.25.docx

2025 NEW SMYRNA BEACH CHARTER REVIEW COMMITTEE (CRC) SUMMARY OF PROPOSED CHANGES & REASON(S) TO THE CITY CHARTER

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.02 Composition and terms of office	The mayor shall serve a term of two (2) years.	The mayor shall serve a term of four (4) years.	With a term of 2 years the Mayor is continuously campaigning. Insufficient time to accomplish goals. The Mayor is a commissioner; all other commissioners have a 4-year term. Increases Mayoral experience.	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate. With the Mayoral election every two years, the electorate has the ability to vote out a majority of the commission in each election cycle.	CRC recommended approval of 4-year mayoral term (4/15/25, vote of 8-1)
Article II. City Commission • Sec. 2.02 Composition and terms of office	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 2014. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 2012.	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28.	Update needed to current language to reflect the correct four (4) year term start date for commissioners.	None, as it is necessary to make the charter accurate.	This item is a necessary correction to update the Charter and make it accurate.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.03 Powers and duties of commission	The city commission shall annually perform performance reviews on the following charter officers: the city manager and, the city attorney, and the city clerk.	The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager and~~,~~ the city attorney~~, and the city clerk~~.	The City Clerk in most jurisdictions today work under the City Manager. Thus, streamlining the direct reports to City Commission to the City Attorney and City Mgr. The change also provides the City Clerk with one boss vs five bosses.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	CRC recommended approval of removing the reference to the City Clerk as it goes with the action taken in Section 4.01 (5/6/25, vote of 11-0) **There are multiple sections where this reference is being updated accordingly. Including Sec. 2.05(c).
Article II. City Commission • Sec. 2.11. - Compensation	The city commission shall determine the annual salary for the mayor and commissioners by ordinance.	Original discussion - No Change. Further discussion lead to proposed change. ~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance.~~ The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid	Setting by ordinance allows the commission to adjust based on current economics. CRC – discussed and no change was originally recommended. Upon further discussion the change was approved as shown in the Status column.	Discussion revolved around what was the appropriate methodology to set the Mayor and City Commission annual salary and keep it economically current. Provides the Commission with roughly a 50% raise. There was pro and con discussion on the provision of a "living wage" to the commissioners or should it be based on cost-of-living increase.	CRC recommended increasing the compensation of the Mayor to 75% of the Volusia County Chair and the City Commissioners to 75% of the Volusia County Representatives. (5/6/25, vote 9-2) This was brought back up for reconsideration and discussion on 5/20/25) *The new motion made the following changes. CRC recommended compensation of the Mayor to be 75% of the Volusia County Chair and the City Commissioners to be 75% of the base salary compensation paid to NSB Mayor. (5/20/25, vote 6-1)*

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.			
Article III. Elections Sec. 3.05 Nominations & elections; when primary election unnecessary; tie vote.	Section title; Nominations & elections; when primary election unnecessary; tie vote	Nominations & election; when primary or general election unnecessary; tie vote. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then that candidate shall be declared to be elected for the office and it shall not be	For clarification and functionality. The discussion centered around 2 concepts – (a) is 50% +1, the correct percentage or (b) should it be higher percentage like 60%?	No real downside as it would save money by not having to hold an election, as the winner could be determined in the primary. The general election usually has a higher voter turnout than the primary election, therefore this change could potentially put the power of the election in a smaller subset of the electorate.	CRC is recommending utilizing the 50 (fifty) plus 1(one) formula in the case of a Primary election, Section 3.05 Nomination and Election; When Primary Election Unnecessary; Tie Vote. (Motion passed 7-0)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		necessary to place his or her name on the ballot for the general election.			
Sec. 3.06. When term of office commences.	. . .The term of office for the mayor shall expire two (2) calendar years hence after the start of the term.	. . .The term of office for the mayor shall expire ~~two~~ four (~~2~~4) calendar years hence after the start of the term.	Update the verbiage to match the proposed change of term for mayor from 2yr to 4yr in Sec. 2.02	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate.	CRC recommended approval of 4-year mayoral term on 4/15/25 (vote of 8-1)
Sec. 3.07. – Commission zones; adjustment of zones.	This section discusses the four (4) city commission zones	Discussion focused on city wide elections vs by zone.	A discussion followed regarding whether zone residents should have exclusive voting rights.	After discussion, it was the consensus zone-only voting would not be beneficial.	The committee reached a consensus not to pursue the idea of zone-only voting.(4-15-25)
Sec 3.08 Pernicious political activities.	Verification was requested that this also applied to the Mayor and Commissioners	City Attorney confirmed it does	After discussion, there was no issue with the current language.	After discussion, there was no issue with the current language.	Motion to keep section as is. (Motion passed unanimously)
Article IV. Charter Officers • Sec. 4.01 Appointment and removal	The city commission shall designate the following as charter officers and shall appoint and remove them by a majority vote of the entire city commission: city manager, city attorney, city clerk.	The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk.~~	This verbiage is a proposed modification that correlates to the changes in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC moved to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (Motion passed unanimously.) *This includes Sec. 4.02. City manager, (d)(2) and (d)(3); Sec 4.03. City attorney. Sec. 4.03(a); Sec. 4.04. City clerk. Remove the entire section (Sec.4.04(a). Duties and Sec. 4.04(b). Qualifications)
Article IV. Charter Officers	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to the city commission, the	This verbiage is being corrected to match the action taken to remove the city clerk from being a charger officer and to	This is a necessary language correction.	See action above for Article IV, Sec 4.01.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
• Sec.4.03 City Attorney	the city commission, the city manager, the city clerk, and all city departments, offices and agencies, ...	city manager~~, the city clerk~~, and all city departments, offices and agencies, ...	working under the City Manager.		
Article IV. Charter Officers • Section 4.04 (a) and (b) City Clerk	*Sec. 4.04 (a)Duties.* The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its. . . (b)*Qualifications* The City Clerk shall have a minimum . . .	~~*Sec.4.04(a).Duties. and Sec. 4.04(b) shall both be deleted in their entirety.*~~	This verbiage is a modification that correlates to the change in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager. This will stream line the process of having one boss instead of five. The job description will need to be updated accordingly. At the 5/20/25 meeting, the City Attorney reviewed how the ballot will be structured with the 3 related ballot questions concerning the City Clerk.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC recommended approval of the appointment of the City Clerk by the City Manager and serving at the pleasure of City Manager same as all other City employees. 5/6/25 (motion passed 8-3) On 5/20/25, Motion to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (motion passed unanimously). ***(All sections of the Charter impacted and requiring revision have been revised and reflected in the "red line" version of the Charter.)***
Article VI. – SUSTAINABILITY • Sec 6.01 Environmental Stewardship	The City of New Smyrna Beach, in order to insure the health and safety of its citizens and visitors, shall strengthen city standards with respect to air quality, water quality, sea level rise, and flooding, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 7-4)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. – SUSTAINABILITY • Sec 6.02 Land development and zoning.	The City of New Smyrna Beach, in order to preserve the distinctive character of the city's history, strengthen the city's economic base, and enhance the sense of place in the residential neighborhoods, shall strengthen city standards, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 8-3)
Article VI. – SUSTAINABILITY • Sec 6.03 Historic Preservation.	The City of New Smyrna Beach, in order to preserve and enhance the historic quality of the city, foster economic development, manage growth, improve property values, and add to the quality of life of its citizens and visitors, shall strengthen the city's commitment to historic stewardship by: . .	See redline in the Charter proposed revisions document (Page 17 of 27) as the entire section language has been modified. (It is to lengthy to insert into this summary)	Focus on property rights aligned with *voluntary* maintenance of older or potentially *local* historic, but *privately owned* residences.	The language is ok as it is currently written in the Charter.	The CRC made a motion to discuss changing the language in Sec. 6.03 at their next meeting on June 17. (6/3/25 vote 11-0) The CRC made a motion to accept the language proposed by Palmer Wilson addressing Sec. 6.03 Historic Preservation (6/17/25 passed 8-1)(See Charter draft revisions to Sec. 6.03)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. SUSTAINABILITY • Sec. 6.05. Arts and Culture (Proposed New Section)	No language currently exists addressing Arts and Culture.	Sec. 6.05. Arts and Culture The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to arts and cultural endeavors by: (a) Prioritizing public art, community arts and cultural events. (b) Providing guidance and information related to grant opportunities and other potential funding resources for arts and cultural activities. (c) Preserving existing art and cultural events in the City, while encouraging the addition of new events in the City, to the extent it is possible.	The CRC felt this was an integral part of the City's culture and commitment and should be recognized in the City Charter.	None	The CRC made a motion to approve the language for the proposed new Charter section *6.05 Arts and Culture.* Motion passed unanimously (9-0).

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VII. CITIZEN PARTICIPATION Sec. 7.03 Charter review.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission in 2026 and every ten (10) years thereafter. Each zone in the city shall have representation on the committee.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter.~~ Each zone in the city shall have representation on the committee.	The desire is to keep the Charter current and relevant and leave the option to review sooner than ten (10) years available if necessary.	If no modification is made, the Charter review will take place every ten (10) years. The correction is necessary due to the date for review expiring in 2026, as it should be a timeframe, not year specific going forward.	The CRC recommended approval of modifying the verbiage to review the City Charter at least every ten (10) years. 5/20/25 (Vote of 7-0)
Article I. ESTABLISHMENT AND POWERS Sec.1.05. Annexation.	(a) The City may annex contiguous territory in accordance with state law and by the following additional methods: . . .	The City Attorney noted this does need to be removed from the Charter and can be addressed by an Ordinance from City Commission	Needs to be removed from the Charter.	None	The City Attorney will draft the necessary Ordinance for presentation to the City Commission for action. (6-17-25)
CRC Recommendation for a Special Election in 2025	N/A	The CRC is recommending the City hold an off cycle special election in the fall (November/December 2025)	Revisions to the Charter be placed on a special election ballot in 2025 by the City Commission. Voter approved items would be effective immediately and would be in effect for the 2026 general election. The fee charged by the Supervisor of Elections generally increases annually.	If revisions to the Charter are delayed and placed on the general election ballot in 2026, items approved by the voters would not be in effect until the 2028 general election. A special election in 2025 would cost the City approximately $50,000. Since voter turnout is generally	**Member Hathaway moved that the Charter Review Committee revisions take effect in the 2026 election cycle. Member Billings seconded the motion The motion passed by 9-1 vote, with Member Rokjer voting no.(4-15-25)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
				10% in a special election, this could put the Charter Revisions in the hands of a small minority of the electorate.	
***Verbiage in ~~red~~ strikethrough is to be deleted. Verbiage in red is new proposed language.*					

Charter Review

Final Report
City Charter Review
July 2, 2025
City of New Smyrna Beach, FL

Susan Boyer
Charter Review Facilitator

Report Overview

A City Charter serves as a governing document for a City. The Charter establishes the City's organizational structure, highest laws, powers, privileges and duties. The City of New Smyrna Beach City Commission appointed a Charter Review Committee (CRC) to review the city's charter and make recommendations for changes deemed advisable. In April of 2025, the City of New Smyrna Beach's Charter Review Committee held its first meeting. The committee members were each appointed by a member of the City Commission. The eleven members of the Charter Review Committee were: Mark Billings, Steve Fusilier, Spencer Hathaway, Michael J. Ison, Farley Palmer, Diana Puhl, Judy Reiker, Khalid Resheidat, Daneil Rokjer, Sandra Smith, Palmer Wilson. City Attorney Carrie Avallone and her staff provided legal assistance throughout the process. The CRC held seven (7) advertised meetings between April 1, 2025 – July 1, 2025, on the following dates: April 1, April 15, May 6, May 20, June 3, June 17, and July 1. The agendas and minutes for each of the meetings are available by making a public records request through the City Clerk's office. All meetings were publicly noticed and allowed public comment. The members of the CRC were provided a copy of the "Model City Charter, 9th Edition 2021" published by the National Civic League to use as a reference, in addition to a copy of the current City of New Smyrna Beach Charter.

The CRC was engaged and committed to reviewing the current charter and several times delayed action so they could have more time to think through the action they wanted to recommend. They reviewed the sections of the Charter and discussed some areas at great length. The following report presents the recommendations of the Charter Review Committee. In addition, the City Attorney, Carrie Avallone provided a red-line version of the current City Charter that shows the language proposed for deletion in ~~red~~ (line through) and the proposed new or modified language in red.

The following is the final report and recommendations from the Charter Review Committee to the City Commission of the proposed Charter Amendments for their consideration. The City Commission will review the proposed modifications to the charter and select all, some, none or modify the proposed recommendations. Once the City Commission makes their final decisions and modification(s) on each of the proposed amendments, those sections of the Charter will be placed on a general election or special election ballot for the citizens of the City of New Smyrna Beach to approve as a modification or reject as a modification to the city's current Charter.

Proposed Charter Revisions

The recommended revisions to the charter in this report are a refinement of the document that was most recently revised in 2020. (Note: As amended by Ord. No. 77-20, adopted August 11, 2020 and certification of election results on November 3, 2020 was adopted by Res. No. BOE on November 17, 2020.) Many of the changes recommended are for the purpose of clarifying or further defining the intent of the language; amending the language in several current sections; deletion of sections no longer relevant; and adding items not included in the existing charter.

The Charter review committee is recommending holding a special election. If the Commission elects to hold a special election and send all the items proposed by the CRC to the citizens to vote on, there will be seven (7) ballot questions for consideration. Where there are multiple sections which will need to be updated if the City Clerk is removed from being a charter officer and placed under the City Manager, this can be done with one ballot question instead of an individual ballot question for each section needing to be revised accordingly. The City Attorney

has prepared the language for the Charter Amendments proposed by the Charter Review Committee, as reflected in the attached *New Smyrna Beach Charter, with the proposed Charter Revisions in Red.* The report outlining the proposed amendments will be provided to the City Commission by the City Attorney at the Commission meeting on July 8, 2025 . It is anticipated the City Commission will then set a date for a workshop, at which time the consultant will review the report and address any questions from the Commission, as they begin their review of the recommendations from the Charter Review Committee.

A Table of Proposed Charter Revisions was created and reflects a brief summary of each section discussed by the Charter Review Committee, the potential impact of each discussed modification, impact if no modification were made, and the final action by the CRC. This table is not a comprehensive discussion on each item but is meant to be a brief reflection/summary of the discussion. If more detail is required, the minutes for each meeting of the CRC are available from the City Clerk's office.

The Charter is, and is intended to be, an evolving document. The Charter review process is an opportunity to reexamine some of the fundamental ways the city operates. The CRC did a thorough job of reviewing each section of the Charter. They were given the latitude to make recommendations to the Commission as voted in favor by the majority of the CRC. The common goal was a comprehensive review of the Charter, focusing on areas for possible amendments or deletions to keep it current. There were no restrictions placed on the committee. All proposals brought forward were discussed, some passed and some did not. The CRC, as previously noted, reviewed the Charter to be sure it was current and provided broad guidelines, allowing for some specific items to be addressed by ordinance. The Charter Review Committee did its best to provide recommendations that continue broad guidance, with specifics to be written into ordinances that will provide the City with good governance.

Charter Review Committee (CRC) Recommended Charter Amendments

The following are the specific sections of the City Charter in numeric order that are being proposed by the CRC for amendment. Since the Charter was revised in 2020, it was recognized by the committee there were sections requiring clarification, further definition or in some areas removal as the language was no longer relevant. In addition, the CRC added clarification to language in some areas and created a new section to address culture in the arts. There were no modifications recommended to the form of government, the makeup of the City Commission, however there is a recommendation to lengthen the term of office for the Mayor and Commissioners to 4-year terms.

As a part of this report is a table which provides a brief overview of both sides of the rational for the recommended modification. In each section, the language proposed for deletion is shown using strikethrough formatting and the proposed new language underlined. It should be noted those items dealing with the same amendment, such as removing the City Clerk from being a Charter Officer to under the City Manager, may appear in multiple charter sections. Since these sections are related, they will be grouped together as one amendment on the election ballot. Depending on the number of items the Commission decides to send to the citizens to vote on, this format will keep the Special Election ballot to seven (7) charter amendments, if the Commission accepts all the CRC's recommended modifications to be voted on by the public.

The following is a listing of the sections of the City Charter proposed for amendment. (Lined through items in ~~red~~ are proposed deletions and the new proposed language is in red.)

ARTICLE II. CITY COMMISSION

Sec. 2.02. Composition and terms of office.

The city commission shall consist of four (4) commissioners and a mayor. The mayor shall be a member of the city commission. The mayor shall serve a term of ~~two~~four (~~2~~4) years. There shall be an election for mayor every ~~two~~four (~~2~~4) years beginning with the general election to be held in November, 20~~12~~26. There shall be one commissioner from each zone within the city. Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28. The mayor and each commissioner shall be elected by a majority of those qualified electors voting in a citywide election. No vote shall be counted for mayor or commissioner except those cast by the duly qualified electors under the laws of the State of Florida.

Sec. 2.03. Powers and duties of commission.

All powers of the city shall be vested in the city commission, except as otherwise provided by the Constitution of the State of Florida, this charter, or the Volusia County Charter. The city commission shall comply by law and by this charter. The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager and~~,~~ the city attorney~~, and the city clerk~~. The city commission shall conduct an annual strategic planning process which includes implementation strategies.

Sec. 2.05. Prohibitions.

(c) *Interference with administration.* Except for the purpose of inquiries and investigations under section 2.09, or asking questions and gaining information to assist the members in the formulation of sound policies, the commission or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager or~~,~~ the city attorney, ~~and the city clerk~~ solely through these charter officers, and neither the commission nor its members shall give orders to any such officer or employee, either publicly or privately.

Sec. 2.11. Compensation.

~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance~~. The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.

ARTICLE III. ELECTIONS

Sec. 3.05. Nomination and election; when primary or general election unnecessary; tie vote.

When there are less than three (3) qualified persons nominated for the office of mayor or commissioner, no primary election shall be held for the election of a mayor or commissioner and the city clerk shall declare the persons so qualified as nominees at the general election. However, if more than two (2) qualified persons are nominated for the office of mayor or commissioner, then the city clerk shall include the nominees in the primary election as herein provided. The names of the two (2) candidates for nomination to the office of mayor or commissioner who shall receive the greatest vote in such primary election shall be placed on the ballot at the next general municipal election. The candidate at the general election who shall receive the greatest number of votes

for the office of mayor or commissioner shall be declared the mayor or commissioner. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then the candidate shall be declared to be elected for the office and it shall not be necessary to place his or her name on the ballot for the general election.

A tie vote between two (2) or more candidates for the office of mayor or between two (2) or more candidates for the office of city commissioner shall be determined by the drawing of lots.

Sec. 3.06. When term of office commences.

The terms of office for mayor and city commissioners shall commence on the first Tuesday after certification of the general election in which the mayor or city commissioner was elected. The term of office for the mayor shall expire ~~two~~four (~~2~~4) calendar years hence after the start of the term. The term of office for city commissioners shall expire four (4) calendar years hence after the start of the term. The term of office and assumption of the duties by the mayor-elect and city commissioners-elect shall commence on said day upon the respective mayor-elect or city commissioner-elect taking and subscribing to his or her oath of office.

In the event that the mayor or a commissioner is either appointed or elected by special election to fill a vacancy pursuant to the provisions of section 2.08 of the New Smyrna Beach City Charter, he or she shall assume the office immediately upon taking and subscribing to the oath of office. The term of office for the mayor or member of the commission appointed or elected by special election to fill a vacancy shall end on the same day that the person for whom he or she was appointed or elected to fill the term of office would have ended.

ARTICLE IV. CHARTER OFFICERS

Sec. 4.01. Appointment and removal.

The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk~~. If any charter officer is removed at any time after having served six (6) months, the charter officer may demand written charges and a public hearing upon the same before the city commission, and final removal shall not take effect until such hearing has been had, but the city commission may suspend the charter officer from office pending such hearing.

Sec. 4.02. City manager.

Sec. 4.02(d). Powers and duties. The city manager shall be the chief executive officer of the city, responsible to the city commission for the management of all city affairs placed in the manager's charge by and under this charter. The city manager shall:

(1) See that the laws and ordinances are enforced;

(2) Appoint and remove the city clerk who shall serve as the election official and the custodian of the seal of the city and of all records and papers of a general character pertaining to the affairs of the municipality. The city clerk shall perform the duties specified in this Charter as well as those required by the city manager. Additionally, the city manager shall appoint and remove all other subordinate officers and employees of the city; provided, however, that the removal of any and all employees that are covered by the merit plan (see Appendix A Personnel Policies and Procedures Sec. 1) shall be subject to appeal as provided by the merit plan of the city;

(3) Exercise, control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the city commission, except for the offices of city attorney~~, city clerk,~~ boards, commissions and authorities;

Sec. 4.03. City attorney.

Sec. 4.03(a). Duties. The city attorney shall serve as chief legal adviser to the city commission, the city manager, ~~the city clerk,~~ and all city departments, offices and agencies, excluding the utilities commission who shall have independent representation; shall represent the city in all legal proceedings and shall perform any other duties prescribed by state law, by this charter, or by ordinance. The city commission may authorize the city attorney to employ assistant city attorneys or engage outside counsel whenever it is deemed necessary or expedient to employ such additional counsel, and such attorneys are to be selected by the city attorney and their compensation shall be fixed and determined by the city commission.

~~Sec. 4.04. City clerk.~~

~~Sec. 4.04(a). Duties. The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its members and the public; shall keep minutes of its proceedings; serve as the election official; and perform such other duties as are assigned by this charter or the city commission.~~

~~Sec. 4.04(b). Qualifications. The city clerk shall have a minimum experience of three years in progressively responsible related governmental administrative work or a comparable amount of training, education, or experience.~~

ARTICLE VI. SUSTAINABILITY

Sec. 6.03. Historic preservation.

The City of New Smyrna Beach, in order to preserve ~~and enhance~~ the historic quality of the city, shall~~foster economic development,~~ manage ~~growth, improve property values, and add to the quality of life of its citizens and visitors, shall strengthen~~ the city's ~~commitment to~~ historic stewardship by:

(a) ~~Updating the regulations pertaining to historic properties.~~ Continuing to encourage and/or assist owners of contributing structures in National or Local Historic Districts to voluntarily maintain those structures as they contribute to the history of the City of New Smyrna Beach.

(b) ~~Creating and expanding upon local historic districts.~~ Assisting owners of contributing structures in National or Local Historic Districts with guidance towards grant opportunities and/or tax credits that may support maintenance of those structures.

(c) ~~Developing guidelines that will assist owners in obtaining historic preservation property tax exemptions.~~ Encouraging local groups to organize, create private foundations, and/or take a leadership role to provide private financial support for the maintenance of privately owned Local Historic Structures or Sites.

(d) ~~Assist and facilitate owners of historic properties to access existing grant sources.~~ Continuing to provide financial support for the care and maintenance of all City owned historical or locally designated structures or sites within the City of New Smyrna Beach.

Sec. 6.05. Arts and Culture

The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to arts and cultural endeavors by:

(a) Prioritizing public art, community arts, and cultural events.

(b) Providing guidance and information related to grant opportunities and other potential funding resources for arts and cultural activities.

(c) Preserving existing art and cultural events in the City, while encouraging the addition of new events in the City, to the extent it is possible.

ARTICLE VII. CITIZEN PARTICIPATION

Sec. 7.03. Charter review.

There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter~~. Each zone in the city shall have representation on the committee.

CITY OF NEW SMYRNA BEACH

COMPLETE CHARTER DOCUMENT

WITH PROPOSED REVISIONS

BY THE CHARTER REVIEW COMMITTEE

PART I
CHARTER[1]

PREAMBLE

Under the authority conferred by the Constitution of the State of Florida, the people of the City of New Smyrna Beach enact this charter as the law of the city ("City of New Smyrna Beach") for the purpose of protecting and enhancing the health, safety, environment, and general welfare of the people; to enable municipal government to provide services and meet the needs of the people efficiently; to allow fair and equitable participation of all persons in the affairs of the city; to provide for transparency, strategic planning, accountability, and ethics in governance and civil service; to ensure our city fosters fiscal responsibility; to meet the broad needs for a healthy, forward-thinking community by creating an open, diverse, inclusive, and responsive government while preserving our natural resources, rich history, coastal lifestyle, and unique quality of life for our current residents and future generations.

ARTICLE I. ESTABLISHMENT AND POWERS

Sec. 1.01. Powers of the city.

The City of New Smyrna Beach hereby created and established shall have perpetual succession and all powers possible for a city to have under the constitution and laws of this state as fully and completely as though they were specifically enumerated in this charter.

Sec. 1.02. Construction of the Charter.

The powers of the city under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way the general powers granted in this article.

Sec. 1.03. Intergovernmental relations.

The city may participate by contract or otherwise with any governmental entity of this state or any other state or states or the United States in the performance of any activity which one or more of such entities has the authority to undertake.

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[1]Editor's note(s)—Printed herein is the Charter of the City of New Smyrna Beach, Florida, as amended by Ord. No. 77-20, adopted August 11, 2020 and certification of election results on November 3, 2020 was adopted by Res. No. BOE 02-20 on November 17, 2020. Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from Ord. No. 77-20. See Charter Comparative Table for complete derivation.

State law reference(s)—Charter amendments, F.S. § 166.031.

Sec. 1.04. Form of government.

The form of government of the City of New Smyrna Beach provided for under this charter shall be known as the commission-manager plan.

Sec. 1.05. Annexation.

(a) The city may annex contiguous territory in accordance with state law and by the following additional methods:

Any unincorporated territory lying contiguous or adjacent to any boundary of the City of New Smyrna Beach, Volusia County, may be annexed to and become part of such City of New Smyrna Beach subject to the jurisdiction, obligation[s], benefits and privileges of the City of New Smyrna Beach, except as herein otherwise provided, under the following method, to wit:

(1) Such territory may be integrated into and made a part of the City of New Smyrna Beach upon petition of not less than two-thirds of the qualified electors residing in the territory to be integrated into and made a part of said City of New Smyrna Beach, who are registered freeholders on the county registration records.

(2) The petition or petitions for integration into the City of New Smyrna Beach shall be substantially in the following form:

"PETITION TO INTEGRATE TERRITORY INTO THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

This petition is filed pursuant to Laws of Fla., Ch. 57-1606, for the purpose of integrating the herein described lands into the City of New Smyrna Beach, Florida.

We, the undersigned, being qualified electors residing in the hereinafter described territory, who are duly registered as freeholders on the county registration records, hereby file this, our petition, for annexation of the following described territory into the City of New Smyrna Beach, Florida, in accordance with the above referred to laws of Florida, to wit:

(Here describe territory)

(Here place signatures of petitioners, showing in detail place of residence, with street and number where available.)"

(3) As many separate petitions as may be desired may be filed affecting the same area and if such petitions are insufficient for any reason, additional or supplemental petitions may be filed.

(4) When completed, such petitions, and additional or supplemental petitions, shall be filed with the City Clerk of the City of New Smyrna Beach, who shall, within five (5) days after the filing of such petitions with the clerk, deliver the same to the Supervisor of Elections of Volusia County, who shall thereupon check the names of petitioners

and shall certify within thirty (30) days that the signatures on each petition are genuine, and that the petitioners whose names appear on said petitions are qualified in all respects under this act to sign said petitions. In the event that the number of qualified petitioners is found to be insufficient, supplemental petitions may be filed until the sufficient number is obtained, and the supervisor of elections shall have the same time, as herein provided, to check such supplemental petition as the original petition. After filing with the city clerk, no petition shall be withdrawn, nor shall any petitioner be permitted to withdraw his or her signature therefrom.

(5) The petition or petitions meeting the requirements of this act shall thereupon be presented to the City Commission of the City of New Smyrna Beach, at its next regular meeting, together with the aforesaid certificate of the supervisor of elections, and a certificate from the city attorney, showing a sufficient legal description of the area to be annexed.

(6) Within six (6) months after the presentation of such approved petitions, the city commission in its discretion may adopt a resolution or enact an ordinance setting forth the filing of said petitions, certification by the supervisor of elections as to the sufficiency of each petition and the certification of the engineer or the surveyor as to the sufficiency of the description of the land contained therein, and shall resolve or ordain that the said area is incorporated into the municipality, effective as of a particular date, determined by the city commission, which effective date shall be not more than one year from the time of the presentation of the petition for annexation as provided for under the provisions of this act; or the governing body may reject said petitions by resolution within such six (6) months' period or by nonaction on their part within said period, whereupon said petitions shall become null and void. No petitions for annexing the same territory shall be filed until after a lapse of one year from the time of such rejection by resolution or nonaction.

(b) Upon the adoption of a resolution or enactment of an ordinance annexing any such unincorporated territory to the City of New Smyrna Beach, such territory shall become a part of said City of New Smyrna Beach on the effective date; provided, however, that such territory shall not be subject to ad valorem taxation until January first following the effective date of annexation; provided, however, that territory annexed pursuant to this act shall be subject to the prior bonded indebtedness of said city; and such territory shall be subject to the jurisdiction, obligations, benefits and privileges of the municipality, except as herein otherwise provided, the same as the area constituting the municipality to which it was annexed.

(c) After the effective date of such annexation all residents in the newly annexed territory shall have the same rights to vote in city elections and to hold public office in the city, as though the newly annexed territory had been a part of the said City of New Smyrna Beach for at least three months prior to the effective date of annexation. If the city should have a division into municipal districts or wards for election purposes, the newly annexed

territory shall be added to such districts or wards as the governing body of the city shall in its discretion determine.

(d) All persons, firms or corporations lawfully licensed to engage in any profession, occupation, trade or business within the annexed territory on the effective date of its annexation may upon paying the license taxes required by the City of New Smyrna Beach thereupon be entitled to carry on such profession, occupation, trade or business in the annexed area without obtaining a required permit or certificate granted by any examining board of the city; but such right may be terminated for cause after a hearing by the appropriate examining board of the city. Such licenses [licensees] must qualify with said examining boards to engage in any profession, occupation, trade or business in the existing area to which the new territory was annexed.

ARTICLE II. CITY COMMISSION

Sec. 2.01. Creation of commission.

The city commission shall consist of five (5) citizens, who shall be elected in the manner hereinafter provided. The city commission shall constitute the governing body with powers hereinafter provided to pass ordinances, adopt regulations, and appoint a chief administrative officer to be known as the "city manager" and to exercise all other powers hereinafter provided.

Sec. 2.02. Composition and terms of office.

The city commission shall consist of four (4) commissioners and a mayor. The mayor shall be a member of the city commission. The mayor shall serve a term of ~~two~~four (~~2~~4) years. There shall be an election for mayor every ~~two~~four (~~2~~4) years beginning with the general election to be held in November, 20~~12~~26. There shall be one commissioner from each zone within the city. Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28. The mayor and each commissioner shall be elected by a majority of those qualified electors voting in a citywide election. No vote shall be counted for mayor or commissioner except those cast by the duly qualified electors under the laws of the State of Florida.

Sec. 2.03. Powers and duties of commission.

All powers of the city shall be vested in the city commission, except as otherwise provided by the Constitution of the State of Florida, this charter, or the Volusia County Charter. The city commission shall comply with and provide for the exercise thereof and for the performance of all duties and obligations imposed on the city by law and by this charter. The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager

and~~,~~ the city attorney~~, and the city clerk~~. The city commission shall conduct an annual strategic planning process which includes implementation strategies.

Sec. 2.04. Qualifications of members.

Members of the city commission including the mayor shall have been residents of the City of New Smyrna Beach, Florida, for a period of at least one (1) year immediately prior to qualifying for office, and, in addition thereto, shall have the qualifications of electors under the laws of the State of Florida.

The four (4) Commissioners elected from zones shall have resided within the zone from which they are elected for at least one (1) year prior to the date on which they qualified to run for office. Any such commissioner who shall no longer reside in the zone from which the commissioner is elected shall thereupon become disqualified to represent said zone as commissioner and that office of commissioner shall be deemed vacant.

Sec. 2.05. Prohibitions.

(a) *Holding other office.* Except where authorized by law, neither the mayor nor any commissioner shall hold any other elected public office, or otherwise be employed by the City of New Smyrna Beach, during the term for which the mayor or commissioner was elected to the commission. No former commission member shall hold any compensated appointive office or employment with the city until one year after the expiration of the term for which the mayor or commissioner was elected to the commission. The mayor and commissioners shall not be interested in the profits or emoluments of any contract, work, or service for the municipality, and any such contract in which any elected official is, or may become interested, shall be void. Nothing in this section shall be construed to prohibit the Commission from selecting any current or former commission member to represent the city on the governing board of any regional or other intergovernmental agency.

(b) *Appointments and removals.* Neither the city commission nor any of its members shall in any manner control or demand the appointment or removal of any city administrative officer or employee whom the city manager or any subordinate of the manager is empowered to appoint, but the commission may express its views and fully and freely discuss with the city manager anything pertaining to appointment and removal of such officers and employees.

(c) *Interference with administration.* Except for the purpose of inquiries and investigations under section 2.09, or asking questions and gaining information to assist the members in the formulation of sound policies, the commission or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager or~~,~~ the city attorney, ~~and the city clerk~~ solely through these charter officers, and neither the commission nor its members shall give orders to any such officer or employee, either publicly or privately.

Sec. 2.06. Forfeiture of office.

The mayor or a commissioner shall forfeit that office if the mayor or commissioner:

(a) Fails to meet the residency requirements, or

(b) Violates any express prohibition of this charter, or

(c) Is convicted of a crime involving moral turpitude, or

(d) Fails to attend three (3) consecutive regular meetings of the commission without being excused by the commission.

Sec. 2.07. Judge of qualifications, election, and forfeiture.

The city commission shall be the judge of the qualifications and election of its members and of the grounds for forfeiture of office, subject to review by the courts. In order to exercise these powers, the commission shall have power to subpoena witnesses, administer oaths, and require the production of evidence. The city commission shall use the following procedure when forfeiture of office for one of its members is considered:

(a) Written notice, approved by the remaining four (4) members of the city commission, must be delivered to the accused commissioner who shall have an opportunity to be heard and defend against the accusation.

(b) Subsequent to written notice being delivered to the accused, the commission by an affirmative vote of four (4), shall have the authority to suspend a Commissioner pending the disposition of charges for removal.

(c) Where a suspension of a commissioner occurs pursuant to this section of the charter, the suspended official shall have the right to an immediate hearing upon demand to determine if there is sufficient evidence to establish the following two elements:

(1) That probable cause exists to believe that the charges are true; and

(2) That, if true, the charges would be grounds for removal.

(d) The suspension hearing shall be held and the matter decided by the city commission. The rules of procedure shall be the same as those which apply to the hearing for removal.

(e) If the city commission does not find by an affirmative vote of four (4) of the existing members of the commission that are eligible to vote on the matter that the evidence produced at the hearing is sufficient to establish the aforementioned two elements, the suspension shall terminate immediately and the official shall be reinstated pending a final hearing on removal.

(f) A final hearing for removal must take place and a decision rendered within ninety (90) calendar days after receipt of the above-mentioned written notice unless both the

city commission, by affirmative vote of four (4) commissioners, and the accused agree to extend the time.

(g) In order for the city commission to remove the accused official from office, the commission must find that the substantial competent evidence presented at the hearing supports the charges which are the basis for the removal proceeding.

(h) A mayor or commissioner may only be removed from office by an affirmative vote of four (4) members of the existing membership eligible to vote for such action.

(i) If, after the final hearing, the city commission is unable to support such a finding by an affirmative vote of four (4) members of the city commission, any suspension of the accused shall terminate and the accused shall be reinstated to office for any unfinished portion of the official's term.

(j) The accused commissioner shall have the right to defend against the charges and has the right to present evidence and testimony and to cross-examine witnesses during any hearing regarding suspension or removal.

(k) The accused commissioner shall not be entitled to participate in the deliberations or decision in relation to the commissioner's suspension or removal.

Sec. 2.08. Vacancies; filling vacancies on commission.

(a) *Vacancies.* The office of mayor or commissioner shall become vacant upon the mayor or commissioner's death, resignation, or removal from office or forfeiture of office in any manner authorized by law.

(b) *Filling of vacancies.* Should a vacancy in the office of mayor or city commissioner occur when there are one hundred twenty (120) days or less left in the unexpired term, no appointment shall be made and that vacancy will be filled at the next regular municipal election. Should a vacancy occur when there are more than one hundred twenty (120) days left in the unexpired term, that vacancy shall be filled by the city commission within thirty (30) days of the date of the vacancy with any qualified resident from the same zone so appointed to serve until a successor is elected at the next regular municipal election. If the vacancy occurs in the office of mayor, the city commission may fill the vacancy with any qualified resident from any zone. If a vacancy is not filled by the city commission within thirty (30) days after the vacancy occurs as described above, a special election shall be held within ninety (90) days after such vacancy occurs or as soon thereafter as such election may be held; and the person so elected shall serve the remaining unexpired term of office.

Sec. 2.09. Investigations.

The city commission may request investigations into the affairs of the city and the conduct of any department, office, or agency.

Sec. 2.10. Organization of commission.

The city commission shall organize after the general election biennially, on the second Tuesday in November. On or before the first regularly scheduled meeting of the city commission in November of each year, the city commission shall choose a vice-mayor from among its membership to serve in the absence of the mayor, and who shall serve as vice-mayor for a period of one year.

Sec. 2.11. Compensation.

~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance.~~ The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.

Sec. 2.12. Voting.

The affirmative vote of three (3) members of the city commission shall be necessary to adopt any ordinance, resolution, or motion. The passage of all ordinances, resolutions, and motions shall be taken by a "yes" or "no" vote and entered upon the minutes.

Sec. 2.13. Functions and powers of mayor.

The mayor shall be considered a member of the city commission and shall have all the powers, rights, duties and obligations of a city commissioner. The mayor shall preside at all meetings of the city commission and perform such duties consistent with the office as may be imposed by it; shall have a voice and vote in the proceedings of the city commission, but no veto power; and shall present an annual state of the city address at a meeting open to the public. The mayor may use the title of mayor in any case in which legal instruments of writing or other necessity arising from the general laws of the state so require; but this shall not be construed as conferring upon the mayor the administrative or judicial functions of mayor under the general laws of the state. The mayor shall be recognized as the official head of the city by the courts for the purpose of serving civil processes, by the government in the exercise of military law, and for all ceremonial purposes. The mayor may take command of the police in governing the city by proclamation under the direction of the city commission in times of grave public danger or emergency, and the city commission shall be the judge of what constitutes such public danger or emergency. The powers and duties of the mayor shall be such as are conferred upon that office by the city commission in pursuance of the provisions of this act and

no others. In the absence of the mayor and of the vice-mayor, the other members of the city commission shall select one of their number to perform the duties of the mayor.

ARTICLE III. ELECTIONS

Sec. 3.01. Nonpartisan elections.

All qualifications and elections for the offices of city commissioner and mayor shall be conducted on a nonpartisan basis without regard for designation of political party affiliation of any candidate, nominee, or any nomination petition or ballot.

Sec. 3.02. Conduct of elections.

City elections shall be conducted in accordance with the general election laws of the State of Florida.

Sec. 3.03. Time of holding elections; primary and general.

Elections to elect the mayor and city commissioners whose terms expire in that year shall be held in each even-numbered year as follows:

The general election for mayor and city commissioners, if necessary, shall be held in each even-numbered year at the same time as and as part of the general election of the State of Florida.

The primary election for mayor and city commissioners, if necessary, shall be held in each even-numbered year at the same time as and as part of the primary election of the State of Florida.

Sec. 3.04. Canvassing board.

A city canvassing board shall be established for the purposes of canvassing ballots and election results. The canvassing board shall be composed of the city clerk and the two (2) city commissioners whose zones are not on the ballot. After any primary or general election, the Volusia County Canvassing Board may serve in lieu of the city canvassing board.

Sec. 3.05. Nomination and election; when primary or general election unnecessary; tie vote.

When there are less than three (3) qualified persons nominated for the office of mayor or commissioner, no primary election shall be held for the election of a mayor or commissioner and the city clerk shall declare the persons so qualified as nominees at the general election. However, if more than two (2) qualified persons are nominated for the office of mayor or commissioner, then the city clerk shall include the nominees in the primary election as herein provided. The names of the two (2) candidates for nomination to the office of mayor or commissioner who shall receive the greatest vote in such primary election shall be placed on the ballot at the next general municipal election. The candidate at the general election who shall

receive the greatest number of votes for the office of mayor or commissioner shall be declared the mayor or commissioner. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then that candidate shall be declared to be elected for the office and it shall not be necessary to place his or her name on the ballot for the general election.

A tie vote between two (2) or more candidates for the office of mayor or between two (2) or more candidates for the office of city commissioner shall be determined by the drawing of lots.

Sec. 3.06. When term of office commences.

The terms of office for mayor and city commissioners shall commence on the first Tuesday after certification of the general election in which the mayor or city commissioner was elected. The term of office for the mayor shall expire ~~two~~four (~~2~~4) calendar years hence after the start of the term. The term of office for city commissioners shall expire four (4) calendar years hence after the start of the term. The term of office and assumption of the duties by the mayor-elect and city commissioners-elect shall commence on said day upon the respective mayor-elect or city commissioner-elect taking and subscribing to his or her oath of office.

In the event that the mayor or a commissioner is either appointed or elected by special election to fill a vacancy pursuant to the provisions of section 2.08 of the New Smyrna Beach City Charter, he or she shall assume the office immediately upon taking and subscribing to the oath of office. The term of office for the mayor or member of the commission appointed or elected by special election to fill a vacancy shall end on the same day that the person for whom he or she was appointed or elected to fill the term of office would have ended.

Sec. 3.07. Commission zones; adjustment of zones.

(a) *Number of zones.* There shall be four (4) city commission zones.

(b) *Commission to redraw zone boundaries.* Following each decennial census, or more often if deemed necessary because of population fluctuations, the city commission shall by ordinance adjust the boundaries of the four (4) city commission zones using these criteria:

(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.

(c) *Procedures.*

(1) The city commission shall complete the reapportionment plan within six (6) months after the official publication of the census.

(2) 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.

(3) The city commission shall review and adopt the reapportionment plan as an ordinance by an affirmative vote of three (3) members of the commission.

(d) *Failure to enact ordinance.* If the city commission fails to enact a reapportionment plan within the required time, the city attorney shall petition the circuit court having jurisdiction in the county to make such reapportionment.

(e) The redrawing of zones, upon becoming law, shall not affect the remaining terms of those presently elected officials.

Sec. 3.08. Pernicious political activities.

(a) It shall be unlawful for any person to intimidate, threaten or coerce, or attempt to intimidate, threaten or coerce, any person for the purpose of interfering with the right of such other person to vote or to vote as he or she may choose, or of causing such other person to vote for, or not to vote for, any candidate for the office of mayor or city commissioner at any election held solely or in part for the purpose of selecting a mayor or city commissioner in the city.

(b) It shall be unlawful for any person employed in any administrative position by the city or by any department, independent agency or other agency of the city to use his or her official authority for the purpose of interfering with, or affecting the election or the nomination of any candidate for the office of mayor or city commissioner in the city.

(c) It shall be unlawful for any person, directly or indirectly, to promise any employment, position, work, compensation or other benefit provided for or made possible in whole or in part by any resolution or ordinance of the city commission, to any person as consideration, favor or reward for any political activity or for the support of or opposition to any candidate in any election.

(d) It shall be unlawful for any person to deprive, attempt to deprive, or threaten to deprive, by any means, any person of any employment, position, work, compensation or any other benefits provided for or made possible by any resolution or ordinance of the city

commission appropriating funds for work or relief on account of race, creed, color or political activity, support of, or opposition to any candidate in any election.

(e) It shall be unlawful for any person employed in the executive branch of the city government or any agency or department thereof to use his or her official authority or influence for the purpose of interfering with an election or affecting the result thereof. All such persons shall retain the right to vote as they may choose and to express their opinions on all political subjects. For the purpose of this section the term "officer" or "employee" shall not be construed to include the mayor or any of the city commissioners.

(f) Any person who violates any of the foregoing provisions of this section upon conviction thereof shall be fined not more than five hundred dollars ($500.00) or imprisoned for not more than sixty (60) days, or both and may be prosecuted in any court of the State of Florida having jurisdiction.

ARTICLE IV. CHARTER OFFICERS

Sec. 4.01. Appointment and removal.

The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk~~. If any charter officer is removed at any time after having served six (6) months, the charter officer may demand written charges and a public hearing upon the same before the city commission, and final removal shall not take effect until such hearing has been had, but the city commission may suspend the charter officer from office pending such hearing.

Sec. 4.02. City manager.

Sec. 4.02(a). Appointment and qualifications of the city manager. The city commission shall appoint a city manager by a majority vote of the entire commission who shall be the administrative head of the municipal government under the direction and supervision of the city commission. The city manager shall hold office at the pleasure of the city commission. The manager shall be chosen solely on the basis of education and experience in the accepted competencies and practices of local government management. The manager need not be a resident of the city or state at the time of appointment, but within six (6) months shall reside in the city unless otherwise approved by a vote of the city commission.

Sec. 4.02(b). Compensation of the city manager. The city manager shall receive such compensation as the city commission may by resolution fix.

Sec. 4.02(c). Acting city manager. By letter filed with the city clerk, the city commission shall designate a city officer or employee to exercise the powers and perform the duties of the city manager during the manager's temporary absence or disability; the city commission may

revoke such designation at any time and appoint another officer of the city to serve until the city manager returns.

Sec. 4.02(d). Powers and Duties. The city manager shall be the chief executive officer of the city, responsible to the city commission for the management of all city affairs placed in the manager's charge by and under this charter. The city manager shall:

(1) See that the laws and ordinances are enforced;

(2) Appoint and remove the city clerk who shall serve as the election official and the custodian of the seal of the city and of all records and papers of a general character pertaining to the affairs of the municipality. The city clerk shall perform the duties specified in this Charter as well as those required by the city manager. Additionally, the city manager shall appoint and remove all other subordinate officers and employees of the city; provided, however, that the removal of any and all employees that are covered by the merit plan (see Appendix A Personnel Policies and Procedures Sec. 1) shall be subject to appeal as provided by the merit plan of the city;

(3) Exercise, control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the city commission, except for the offices of city attorney, ~~city clerk,~~ boards, commissions and authorities;

(4) See that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the city attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;

(5) Attend all meetings of the city commission with the right to take part in discussions without having a vote;

(6) Recommend to the city commission for adoption such measures as the manager may deem necessary or expedient in the interest of the city;

(7) Keep the city commission fully advised as to the financial condition and future needs of the city; prepare and submit the annual budget and capital program to the city commission; and, implement the final budget approved by the commission to achieve the goals of the city;

(8) Submit to the city commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;

(9) Make such other reports as the city commission may require concerning operations;

(10) Assist the city commission to develop long term goals for the city and strategies to implement these goals;

(11) Promote partnerships among the commission, staff, and residents in developing public policy and building a sense of community; and

(12) Perform such other duties as may be prescribed under this act or as may be required of the city manager by ordinance or a resolution or motion of the city commission.

Sec. 4.03. City attorney.

Sec. 4.03(a). Duties. The city attorney shall serve as chief legal adviser to the city commission, the city manager, ~~the city clerk,~~ and all city departments, offices and agencies, excluding the utilities commission who shall have independent representation; shall represent the city in all legal proceedings and shall perform any other duties prescribed by state law, by this charter, or by ordinance. The city commission may authorize the city attorney to employ assistant city attorneys or engage outside counsel whenever it is deemed necessary or expedient to employ such additional counsel, and such attorneys are to be selected by the city attorney and their compensation shall be fixed and determined by the city commission.

Sec. 4.03(b). Qualifications. The city attorney shall be a practicing attorney, a member in good standing of the Florida Bar, admitted to and have authority to practice in the courts of the State of Florida, and have experience in local government law.

~~**Sec. 4.04. City clerk.**~~

~~Sec. 4.04(a). Duties.~~

~~The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its members and the public; shall keep minutes of its proceedings; serve as the election official; and perform such other duties as are assigned by this charter or the city commission.~~

~~**Sec. 4.04(b). Qualifications.**~~

~~The City Clerk shall have a minimum experience of three years in progressively responsible related governmental administrative work or a comparable amount of training, education, or experience.~~

ARTICLE V. FINANCIAL MANAGEMENT

Sec. 5.01. Fiscal year.

The fiscal year of the city shall begin on the first day October and end on the last day of September.

Sec. 5.02. Submission of budget and budget message.

On or before the first day of August of each year, the city manager shall submit to the city commission a budget for the ensuing fiscal year and an accompanying message.

Sec. 5.03. Budget message.

The city manager's message shall explain the budget both in fiscal terms and in terms of the work programs, linking those programs to organizational goals and community priorities. It shall outline the proposed financial policies of the city for the ensuing fiscal year and the impact of those policies on future years. It shall describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes; summarize the city's debt position, including factors affecting the ability to raise resources through debt issues; and include such other material as the city manager deems desirable.

Sec. 5.04. Budget.

The budget shall provide a complete financial plan of all city funds and activities for the ensuing fiscal year and, except as required by law or this charter, shall be in such form as the city manager deems desirable or the city commission may require for effective management and an understanding the relationship between the budget and the city's strategic goals. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year.

Sec. 5.05. Administration and fiduciary oversight of the budget.

The city commission shall provide by ordinance the procedures for administration and fiduciary oversight of the budget.

Sec. 5.06. Independent audit.

The city commission shall provide for an independent annual audit of all city accounts and may provide for more frequent audits as it deems necessary. An independent certified public accountant or firm of such accountants shall make such audits. Such audits should be performed in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Governmental Auditing Standards (GAGAS). The city commission shall, using competitive bidding, designate such accountant or firm annually, or for a period not to exceed five (5) years, but the designation for any particular fiscal year shall be made no later than thirty (30) days after the beginning of such fiscal year. The standard for independence is that the

auditor must be capable of exercising objective and impartial judgment on all issues encompassed within the audit engagement. No accountant or firm may provide any other services to the city during the time it is retained to provide for independent audits of the city. The city commission may waive this requirement by a majority vote at a public hearing.

ARTICLE VI. SUSTAINABILITY

Sec. 6.01. Environmental stewardship.

The City of New Smyrna Beach, in order to insure the health and safety of its citizens and visitors, shall strengthen city standards with respect to air quality, water quality, sea level rise, and flooding, including:

(a) Tree protection sufficient to maintain a substantial tree canopy for air quality and removal of pollutants.

(b) Enhanced stormwater quality standards that sufficiently protect all receiving water bodies, including, ponds, lakes, creeks, streams, and wetland areas, whether man-made or not.

(c) Enhanced stormwater volume and rate of discharge standards that protect surrounding properties.

(d) Floodplain management standards that utilize the best coastal management practices to protect existing and future development from flooding impacts.

(e) Limitations on the use of impervious materials.

(f) Programs and policies that support the removal of existing septic tanks.

Sec. 6.02. Land development and zoning.

The City of New Smyrna Beach, in order to preserve the special character of the city's history, strengthen the city's economic base, and enhance the sense of place in the residential neighborhoods, shall strengthen city standards, including:

(a) Preserving the scale and character of the city's neighborhoods.

(b) Maintaining the city's tree canopy, green areas, and historic footprint.

(c) Ensuring the sustainability of a parcel zoned for development without endangering the public health, safety, or welfare.

Sec. 6.03. Historic preservation.

The City of New Smyrna Beach, in order to preserve ~~and enhance~~ the historic quality of the city, shall~~foster economic development,~~ manage ~~growth, improve property values, and add to~~

~~the quality of life of its citizens and visitors, shall strengthen~~ the city's ~~commitment to~~ historic stewardship by:

(a) ~~Updating the regulations pertaining to historic properties.~~ Continuing to encourage and/or assist owners of contributing structures in National or Local Historic Districts to voluntarily maintain those structures as they contribute to the history of the City of New Smyrna Beach.

(b) ~~Creating and expanding upon local historic districts.~~ Assisting owners of contributing structures in National or Local Historic Districts with guidance towards grant opportunities and/or tax credits that may support maintenance of those structures.

(c) ~~Developing guidelines that will assist owners in obtaining historic preservation property tax exemptions.~~ Encouraging local groups to organize, create private foundations, and/or take a leadership role to provide private financial support for the maintenance of privately owned Local Historic Structures or Sites.

(d) ~~Assist and facilitate owners of historic properties to access existing grant sources.~~ Continuing to provide financial support for the care and maintenance of all City owned historical or locally designated structures or sites within the City of New Smyrna Beach.

Sec. 6.04. Sale or lease of significant public lands.

Any transfer of ownership, or lease lasting longer than ten (10) years, of lands owned by the City of New Smyrna Beach lying contiguous to a named body of water, shall only occur after a unanimous vote of approval by all five (5) members of the city commission.

Sec. 6.05. Arts and Culture

The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to arts and cultural endeavors by:

(a) Prioritizing public art, community arts, and cultural events.

(b) Providing guidance and information related to grant opportunities and other potential funding resources for arts and cultural activities.

(c) Preserving existing art and cultural events in the City, while encouraging the addition of new events in the City, to the extent it is possible.

ARTICLE VII. CITIZEN PARTICIPATION

Sec. 7.01. Advisory boards.

The city commission may at any time appoint an advisory board, or advisory boards, which shall be composed of citizens who are qualified to act in an advisory capacity to the city commission, the city manager or to any department of the city government, with respect to the conduct and the management of any property or institution or the exercise of any public functions of the city. The members of such board shall serve without compensation for the time fixed in their appointment, or at the pleasure of the city commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations which shall become part of the records of the city.

Sec. 7.02. Charter amendments.

Amendments to this Charter may be framed and proposed pursuant to state law (F.S. § 166.031, as amended).

Sec. 7.03. Charter review.

There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter~~. Each zone in the city shall have representation on the committee.

Sec. 7.04. Recall.

The registered voters of the city shall have power to recall elected officials of the city pursuant to state law (F.S. § 100.361, as amended).

Sec. 7.05. General authority for initiative and citizen referendum.

(1) *Initiative.* The registered voters of the city shall have power to propose ordinances to the commission and, if the commission fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a city election, but such power shall not extend to any development order, local comprehensive plan amendment or map amendment, the budget or capital program or any ordinance relating to appropriation of money, levy of taxes, or salaries of city officers or employees.

(2) *Citizen referendum.* The registered voters of the city shall have the power to require reconsideration by the commission of any adopted ordinance and, if the commission fails to repeal an ordinance so reconsidered, to approve or reject it at a city election, but such power shall not extend to any development order, local comprehensive plan amendment or map amendment, the budget or capital program or any emergency ordinance or ordinance relating to appropriation of money or levy of taxes.

(a) *Commencement of proceedings; petitioners' committee; affidavit.* Any five (5) qualified voters may commence initiative or referendum proceedings by filing with

the city clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the street address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or the ordinance sought to be reconsidered. Promptly after the affidavit of the petitioners' committee is filed, the Clerk shall, issue the appropriate petition blanks to the petitioners' committee at the committee's expense.

(b) *Petitions.*

(1) *Number of signatures.* Initiative and citizen referendum petitions must be signed by the registered voters of the city equal in number to at least ten (10) percent of the total number of registered voters at the last regular city election.

(2) *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.

(3) *Affidavit of Circulator.* Each paper of a petition shall have attached to it when filed an affidavit executed by the person circulating it stating that he or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his or her presence, that he or she believes them to be the genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

(4) *Time for filing referendum petitions.* Referendum petitions must be filed within thirty (30) days after adoption by the commission of the ordinance sought to be reconsidered.

(c) *Procedure after filing.*

(1) *Certificate of clerk; amendment.* Within twenty (20) days after the petition is filed, the city clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners' committee by certified mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the clerk within two (2) days after receiving the copy of the certificate and files a supplementary petition upon additional papers within ten (10) days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of subsections (2) and (3) of subsection (b), and within five (5) days after it is filed the Clerk or other official designated by the commission shall complete a certificate as to the sufficiency of the petition as

amended and promptly send a copy of such certificate to the petitioners' committee by certified mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request commission review under subsection (2) of this section within the time required, the clerk shall promptly present the certificate to the commission and the certificate shall then be a final determination as to the sufficiency of the petition.

(2) *Commission review.* If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that if be reviewed by the city commission. The commission shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the commission's determination shall then be a final determination as to the sufficiency of the petition.

(3) *Court review; new petition.* A final determination as to the sufficiency of a petition shall be subject to court review. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

(d) *Referendum petitions; suspension of effect on ordinances.* When a referendum petition is filed with the city clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

(i) There is a final determination of insufficiency of the petition, or

(ii) The petitioner's committee withdraws the petition, or

(iii) The city commission repeals the ordinance, or

(iv) Thirty (30) days have elapsed after a vote of the registered voters of the City of New Smyrna Beach on the ordinance.

(e) *Action on petitions.*

(1) *Action by commission.* When an initiative or referendum petition has been finally determined sufficient, the commission shall promptly consider the proposed initiative ordinance in the manner provided in article II, or reconsider the referred ordinance by voting its repeal. If the commission fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days or fails to repeal the referred ordinance within thirty (30) days after the date the petition was finally determined sufficient, it shall submit the proposed or referred ordinance to the voters of the city.

(2) *Submission to voters.* The vote of the city on a proposed or referred ordinance shall be held not less than thirty (30) days and not later than one hundred eighty (180) days from the date of the final commission vote thereon. If no regular city election is to be held within the period prescribed in this subsection, the commission shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election, except that the commission may, in its discretion, provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred ordinance shall be made available for inspection at the office of the city clerk not less than five (5) days prior to the election and at the polls.

(3) *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the fifteenth (15th) day preceding the date scheduled for a vote of the city by filing with the city clerk a request for withdrawal signed by at least two-thirds (⅔) of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings thereon shall be terminated.

(f) *Results of election.*

(1) *Initiative.* If a majority of the registered voters voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

(2) *Referendum.* If a majority of the registered voters voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

ARTICLE VIII. UTILITIES COMMISSION

Sec. 8.01. Created; definitions.

There is hereby created and made a part of the government of the City of New Smyrna Beach a utilities commission to be known and designated as "Utilities Commission, City of New Smyrna Beach, Florida," which shall consist of five (5) members. For the purposes of this act, unless otherwise designated, the word "commission" shall mean the Utilities Commission of New Smyrna Beach and the word "commissioner" shall mean a member of the said utilities commission. Except as otherwise authorized, the utilities commission shall function the same as it previously functioned under Laws of Fla., ch. 67-1754. This act shall not supersede or alter the general law in effect and agreements entered into prior to the effective date of this act [June 12, 1985].

Sec. 8.02. Members—Appointment; term; vacancy; removal.

The commission shall consist of five (5) members to be appointed by the city commission. The city commissioners shall appoint a replacement for any commissioner whose term expires and the replacement shall be appointed for a term of three (3) years. Should a vacancy occur on the utilities commission by virtue of resignation, death or removal, the unexpired term shall be filled as provided above. Any commissioner may be removed from office upon a majority vote of the city commissioners for malfeasance, misfeasance, nonfeasance, conviction of a felony or upon recommendation of a majority of the utilities commissioners.

Sec. 8.03. Same—Qualifications.

Each commissioner shall be a qualified elector and freeholder in New Smyrna Beach, but no employee or elected or appointed officer of the city shall be a commissioner and no commissioner shall serve more than three consecutive terms.

Sec. 8.04. Meetings; rules and regulations; officers.

The commission shall meet at least once each month at the offices of the commission. All meetings of the commission shall be open to the public and minutes shall be kept of all meetings. The commission shall have authority to promulgate rules and regulations for the conduct of its meetings and the operation of its business. At the regular meeting of the commission in September of each year, the commissioners shall elect a chair, a vice-chair, a secretary and a treasurer from its membership; however, the office of secretary and treasurer may be combined.

Sec. 8.05. Authority to appoint and employ necessary personnel.

The commission shall have the power to appoint and employ engineers, auditors, attorneys and such other personnel as may be necessary for the efficient operation of the city's utilities and the management of its business and affairs.

Sec. 8.06. Authority over city's utilities.

The commission shall, pursuant to the New Smyrna Beach Charter, manage, operate and control all of the city's utilities and shall employ and discharge at their pleasure all employees whose services are performed in any manner in connection with said utilities.

Sec. 8.07. Commissioners' salary, expenses.

The commissioners shall be paid such salary as may from time to time be set by the City Commission of the City of New Smyrna Beach, but no more than one hundred dollars ($100.00) each month, and in addition shall be paid necessary expenses incurred in carrying on and conducting the business of the commission subject to the approval of the city commission.

Sec. 8.08. Monthly statements; fiscal year; annual audit.

The commission shall submit to the city commission a monthly statement showing all sums or amounts received, operating expenses, amount charged to depreciation and extensions, reserve fund and amount appropriated to interest and sinking fund. The fiscal year of the commission shall begin October 1 and end September 30 of each year and the books and records of the commission shall be audited by an independent certified public accountant as of the close of business of each fiscal year.

Sec. 8.09. General powers and authority.

The commission shall have full and exclusive power and authority to prescribe rules, rates and regulations governing the sale and use of electricity, water, gas and sewage collection and treatment wherever such services are furnished by said Commission and to change the same at its pleasure, after conducting a public hearing or hearings pertaining to rate changes. The commission is authorized to furnish electricity, power, water, gas and sewage collection and treatment to private individuals and corporations wherever the same may be required and feasible as determined by the commission and for said purpose the commission shall have the right to acquire, construct, maintain, extend, improve and develop electric production and distribution systems, water production and distribution facilities and systems, gas production and distribution systems and sanitary sewer facilities and systems, including the right to construct and maintain electric lines, water and gas mains and sewers in, along and under all public streets and highways and to contract with and receive grants and contributions from the United States or any of its agencies or departments, the state and any municipality, public body, corporation, partnership or individual for such purposes. The commission may extend city utilities beyond the corporate limits of the City of New Smyrna Beach in conformance with the requirements of F.S. Ch. 366, only upon approval by ordinance of the city commission and the Commission may enter into a contract for a term of more than four (4) years only after approval by ordinance of the city commission. The city commission may not withhold its approval or deny passage of an ordinance where such withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions, and documents. The commission shall prepare and submit its budget for the ensuing year to the city commission on or before July 1 of each year, setting forth its estimated gross revenues and estimated requirements for operations and maintenance expenses, debt service, and depreciation. A copy of the budget shall be published once in a newspaper of general circulation in the city during the month of July. The commission shall adopt the budget for the ensuing year only upon approval by ordinance of the city commission. The city commission may not withhold its approval or deny passage of an ordinance approving the budget where such withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions, and documents.

Sec. 8.10. Billing and collection of fees and charges; disposition of funds collected.

The commission shall have the exclusive power and authority to bill and collect the prescribed fees or charges for all services and utilities under its control and when collected, the flow of funds shall be: First, the payment of all operating and maintenance expenses of said utilities; second, the funding of all reserves required by revenue certificates issued by the city or said commission for projects under commission control including the debt service payments of all such revenue certificates as same become due; third, the payment to the general fund of the city a sum equal to six (6) percent of the gross revenues from utilities under commission control; such payments shall be made monthly. The surplus shall be paid annually to the general fund of the city after reserving an adequate fund for operation and maintenance expenses, capital improvements and line extensions as determined by the commission.

Sec. 8.11. Acquisition of property by eminent domain; title.

The commission is empowered, by its duly constituted authorities, to exercise the right of eminent domain to appropriate property, except state or federal, for the purpose of obtaining, constructing and maintaining electric plants, substations and distribution lines; water or gas mains; reservoirs and pumping stations; sewer lines, pumping stations and disposal or processing plants; and to acquire all such lands, waters and lands adjacent to waters which the Commission judges may be necessary for the full and complete construction, maintenance and operation of any utility. The title to all property, real or personal, owned or acquired by the commission shall be vested in the City of New Smyrna Beach.

Sec. 8.12. Authority to shut off and discontinue water, electricity, etc.

The commission shall have the power to shut off and discontinue the supplying of water, electricity or any other utilities or services now or hereafter under the control, management or jurisdiction of the commission to any and all users for violation of any of the rules or regulations pertaining to the sale, distribution or use of such utilities and services and for nonpayment, when due, of the fees, rentals or other charges for utilities and services. Regulations governing the shutting off and discontinuance of any of such utilities and services and the terms and conditions for the restoration of such utilities and services, including interest and charges for shutting off and discontinuance or the restoration of said utilities and services may be adopted by the commission.

Sec. 8.13. Agreements with holders of revenue bonds and other obligations.

The commission shall have power and authority to make agreements and covenants with the City of New Smyrna Beach and the holders of any revenue bonds or other obligations issued to finance, in whole or in part, any repairs, extensions or improvements of any utility with respect to the filing and collecting of fees, rentals and other charges for services and utilities. All such agreements and covenants shall constitute and be deemed valid contracts between the

commission and the holders of any revenue bonds or other obligations and may be enforced by any holder of such revenue bonds or any other obligations in any court of competent jurisdiction subject, however, to any provision for enforcement which may be contained in such agreements or covenants or in the resolution or resolutions of the governing body of the city or the commission pursuant to which such obligations were issued.

Sec. 8.14. Borrowing money.

The commission, upon a majority vote, is hereby authorized to borrow at any time an amount of money equal to ten (10) percent of the book value of the electric and water plants for any six-month period and to pay interest on such sum borrowed at a rate not to exceed the then prevailing interest rate and to issue its promissory note or notes as evidence of said indebtedness, which notes shall be signed by the chair of the commission and the secretary thereof, provided that at no time shall such promissory note or notes exceed ten (10) percent of the book value of such plants and provided further that money so borrowed shall be expended only for current operating expenses.

Sec. 8.15. Revenue certificates and promissory notes.

The commission shall, upon the approval by ordinance of the city commission, after conducting a public hearing or hearings, have the right, power and authority to issue revenue certificates or promissory notes for the purpose of paying all or a part of the cost of acquisition, construction, repairing, extensions, additions, equipping and the reconstruction of any of the city's utilities. The city commission shall not withhold its approval or deny passage of an ordinance where such a withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions and documents. All of such revenue certificates or promissory notes while authorized and issued by the commission shall be obligations of the city of New Smyrna Beach and no referendum or freeholder election shall be required as a condition precedent to the issuance of such revenue certificates or promissory notes. All revenue certificates shall be offered for sale to not less than three (3) responsible bond brokers and the best bid excepted unless, in the discretion of the commission, a better bid can be obtained by negotiation. In such cases the commission shall have the right to reject all bids and sell said certificates upon the best terms offered therefor.

(1) Revenue certificates issued under the provisions of this act shall be payable from the revenues derived from the operation of the city's utilities or services under the supervision, operation and control of the Commission and from any other funds legally available therefor.

(2) The commission shall not convey or mortgage any property or facility or any part thereof as security for the payment of revenue certificates.

(3) In the discretion of the Commission, each or any issue of such revenue certificates may be secured by a trust agreement by and between the commission and a corporate trustee which may be any trust company or bank having the powers of a

trust company within or outside of the state. Such trust agreement may pledge or assign the revenues to be received by the commission. The resolution providing for the issuance of revenue certificates or such trust agreement may contain such provisions for protecting and enforcing the rights and remedies of the certificate holders as may be reasonable, proper and not in violation of law, including covenants setting forth the duties of the commission in relation to the acquisition, construction, improvements, maintenance, operation, repair, equipping and insurance of the facilities, and the custody, safeguarding and application of all monies. It shall be lawful for any bank or trust company incorporated under the laws of this state to act as such depository and to furnish such indemnifying bonds or to pledge such securities as may be required by the commission. Such resolution or such trust agreement may restrict the individual right of action by certificate holders as is customary in trust agreements securing bonds or debentures of corporations. In addition to the foregoing, such resolution or trust agreement may contain such other provisions as the Commission may deem reasonable and proper for the security of certificate holders. Except as this chapter otherwise provides, the commission may provide, by resolution or by trust agreement, for the payment of the proceeds of the sale of the revenue certificates and the revenues of the utilities and services to such officer, board or depository as it may determine for the custody thereof and for the method of disbursement thereof with such safeguards and restrictions as it may determine. All expenses incurred in carrying out such trust agreement may be treated as a part of the cost of operation of the utilities affected by such trust agreement.

(4) The resolution or trust agreement providing for the issuance of the revenue certificates may also contain such limitations upon the issuance of additional revenue certificates as the commission may deem proper and such additional certificates shall be issued under such restrictions or limitations as may be prescribed by the resolution or trust agreement.

Sec. 8.16. Refunding revenue certificates.

The commission, upon approval by ordinance of the city commission is authorized to provide by resolution for the issuance of refunding revenue certificates for the purpose of refunding any revenue certificates heretofore issued by the City of New Smyrna Beach then outstanding or issued under the provisions of this chapter. The commission is further authorized, upon approval by ordinance of the city commission, to provide by resolution for the issuance of revenue certificates for the combined purpose of:

(1) Paying the cost of any acquisition, construction, extension, addition, improving, equipping or reconstruction of a facility or facilities of the commission;

(2) Refunding revenue certificates heretofore issued by the City of New Smyrna Beach and of the Commission which shall theretofore have been issued under the provisions of this chapter and shall then be outstanding.

The issuance of such obligations, the maturities and other details thereof, the rights and remedies of the holders thereof, the rights, powers, privileges, duties and obligations of the commission with respect to the same shall be governed by the foregoing provisions of this chapter insofar as the same may be applicable. The city commission shall not withhold its approval or deny passage of an ordinance where such a withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions and documents.

Sec. 8.17. Legal status of revenue certificates or other obligations.

Any revenue certificates or other obligations issued pursuant to this chapter shall be and constitute legal investments for bonds, savings banks, trustees, executors, administrators and all other fiduciaries for all state, municipal and public funds and shall also be and constitute securities eligible for deposit as security for all state, municipal or other public funds notwithstanding the provisions of any other law or laws to the contrary.

ARTICLE IX. MISCELLANEOUS PROVISIONS

Sec. 9.01. Force majeure.

Failure to meet any deadline or satisfy any performance requirement set forth in this charter may be excused due to unforeseen events such as hurricanes, natural disasters, acts of nature, fires, acts of public enemies, pandemics, health emergencies, riots, civil disturbances, sabotage, strikes, or restraints imposed by order of a governmental agency or court, provided any such deadline or performance standard is cured or corrected as soon as reasonably practicable.

Sec. 9.02. Severability.

If any provision of this charter is held invalid, the other provisions of the charter shall not be affected. If the application of the charter or any of its provisions to any person or circumstance is held invalid, the application of the charter and its provisions to other persons or circumstances shall not be affected.

Sec. 9.03. Conflicting laws repealed.

All laws and parts of laws in conflict herewith insofar as they apply to the City of New Smyrna Beach be, and the same are, hereby repeale

PART I
CHARTER[1]

PREAMBLE

Under the authority conferred by the Constitution of the State of Florida, the people of the City of New Smyrna Beach enact this charter as the law of the city ("City of New Smyrna Beach") for the purpose of protecting and enhancing the health, safety, environment, and general welfare of the people; to enable municipal government to provide services and meet the needs of the people efficiently; to allow fair and equitable participation of all persons in the affairs of the city; to provide for transparency, strategic planning, accountability, and ethics in governance and civil service; to ensure our city fosters fiscal responsibility; to meet the broad needs for a healthy, forward-thinking community by creating an open, diverse, inclusive, and responsive government while preserving our natural resources, rich history, coastal lifestyle, and unique quality of life for our current residents and future generations.

ARTICLE I. ESTABLISHMENT AND POWERS

Sec. 1.01. Powers of the city.

The City of New Smyrna Beach hereby created and established shall have perpetual succession and all powers possible for a city to have under the constitution and laws of this state as fully and completely as though they were specifically enumerated in this charter.

Sec. 1.02. Construction of the Charter.

The powers of the city under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way the general powers granted in this article.

[1]Editor's note(s)—Printed herein is the Charter of the City of New Smyrna Beach, Florida, as amended by Ord. No. 77-20, adopted August 11, 2020 and certification of election results on November 3, 2020 was adopted by Res. No. BOE 02-20 on November 17, 2020. Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from Ord. No. 77-20. See Charter Comparative Table for complete derivation.

State law reference(s)—Charter amendments, F.S. § 166.031.

Sec. 1.03. Intergovernmental relations.

The city may participate by contract or otherwise with any governmental entity of this state or any other state or states or the United States in the performance of any activity which one or more of such entities has the authority to undertake.

Sec. 1.04. Form of government.

The form of government of the City of New Smyrna Beach provided for under this charter shall be known as the commission-manager plan.

Sec. 1.05. Annexation.

(a) The city may annex contiguous territory in accordance with state law and by the following additional methods:

Any unincorporated territory lying contiguous or adjacent to any boundary of the City of New Smyrna Beach, Volusia County, may be annexed to and become part of such City of New Smyrna Beach subject to the jurisdiction, obligation[s], benefits and privileges of the City of New Smyrna Beach, except as herein otherwise provided, under the following method, to wit:

(1) Such territory may be integrated into and made a part of the City of New Smyrna Beach upon petition of not less than two-thirds of the qualified electors residing in the territory to be integrated into and made a part of said City of New Smyrna Beach, who are registered freeholders on the county registration records.

(2) The petition or petitions for integration into the City of New Smyrna Beach shall be substantially in the following form:

"PETITION TO INTEGRATE TERRITORY INTO THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

This petition is filed pursuant to Laws of Fla., Ch. 57-1606, for the purpose of integrating the herein described lands into the City of New Smyrna Beach, Florida.

We, the undersigned, being qualified electors residing in the hereinafter described territory, who are duly registered as freeholders on the county registration records, hereby file this, our petition, for annexation of the following described territory into the City of New Smyrna Beach, Florida, in accordance with the above referred to laws of Florida, to wit:

(Here describe territory)

(Here place signatures of petitioners, showing in detail place of residence, with street and number where available.)"

(3) As many separate petitions as may be desired may be filed affecting the same area and if such petitions are insufficient for any reason, additional or supplemental petitions may be filed.

(4) When completed, such petitions, and additional or supplemental petitions, shall be filed with the City Clerk of the City of New Smyrna Beach, who shall, within five (5) days after the filing of such petitions with the clerk, deliver the same to the Supervisor of Elections of Volusia County, who shall thereupon check the names of petitioners and shall certify within thirty (30) days that the signatures on each petition are genuine, and that the petitioners whose names appear on said petitions are qualified in all respects under this act to sign said petitions. In the event that the number of qualified petitioners is found to be insufficient, supplemental petitions may be filed until the sufficient number is obtained, and the supervisor of elections shall have the same time, as herein provided, to check such supplemental petition as the original petition. After filing with the city clerk, no petition shall be withdrawn, nor shall any petitioner be permitted to withdraw his or her signature therefrom.

(5) The petition or petitions meeting the requirements of this act shall thereupon be presented to the City Commission of the City of New Smyrna Beach, at its next regular meeting, together with the aforesaid certificate of the supervisor of elections, and a certificate from the city attorney, showing a sufficient legal description of the area to be annexed.

(6) Within six (6) months after the presentation of such approved petitions, the city commission in its discretion may adopt a resolution or enact an ordinance setting forth the filing of said petitions, certification by the supervisor of elections as to the sufficiency of each petition and the certification of the engineer or the surveyor as to the sufficiency of the description of the land contained therein, and shall resolve or ordain that the said area is incorporated into the municipality, effective as of a particular date, determined by the city commission, which effective date shall be not more than one year from the time of the presentation of the petition for annexation as provided for under the provisions of this act; or the governing body may reject said petitions by resolution within such six (6) months' period or by nonaction on their part within said period, whereupon said petitions shall become null and void. No petitions for annexing the same territory shall be filed until after a lapse of one year from the time of such rejection by resolution or nonaction.

(b) Upon the adoption of a resolution or enactment of an ordinance annexing any such unincorporated territory to the City of New Smyrna Beach, such territory shall become a part of said City of New Smyrna Beach on the effective date; provided, however, that such territory shall not be subject to ad valorem taxation until January first following the effective date of annexation; provided, however, that territory annexed pursuant to this act shall be subject to the prior bonded indebtedness of said city; and such territory shall be subject to the jurisdiction, obligations, benefits and privileges of the municipality,

except as herein otherwise provided, the same as the area constituting the municipality to which it was annexed.

(c) After the effective date of such annexation all residents in the newly annexed territory shall have the same rights to vote in city elections and to hold public office in the city, as though the newly annexed territory had been a part of the said City of New Smyrna Beach for at least three months prior to the effective date of annexation. If the city should have a division into municipal districts or wards for election purposes, the newly annexed territory shall be added to such districts or wards as the governing body of the city shall in its discretion determine.

(d) All persons, firms or corporations lawfully licensed to engage in any profession, occupation, trade or business within the annexed territory on the effective date of its annexation may upon paying the license taxes required by the City of New Smyrna Beach thereupon be entitled to carry on such profession, occupation, trade or business in the annexed area without obtaining a required permit or certificate granted by any examining board of the city; but such right may be terminated for cause after a hearing by the appropriate examining board of the city. Such licenses [licensees] must qualify with said examining boards to engage in any profession, occupation, trade or business in the existing area to which the new territory was annexed.

ARTICLE II. CITY COMMISSION

Sec. 2.01. Creation of commission.

The city commission shall consist of five (5) citizens, who shall be elected in the manner hereinafter provided. The city commission shall constitute the governing body with powers hereinafter provided to pass ordinances, adopt regulations, and appoint a chief administrative officer to be known as the "city manager" and to exercise all other powers hereinafter provided.

Sec. 2.02. Composition and terms of office.

The city commission shall consist of four (4) commissioners and a mayor. The mayor shall be a member of the city commission. The mayor shall serve a term of ~~two~~four (~~2~~4) years. There shall be an election for mayor every ~~two~~four (~~2~~4) years beginning with the general election to be held in November, 20~~12~~26. There shall be one commissioner from each zone within the city. Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28. The mayor and each commissioner shall be elected by a majority of those qualified electors voting in a citywide election. No vote shall be counted for mayor or commissioner except those cast by the duly qualified electors under the laws of the State of Florida.

Sec. 2.03. Powers and duties of commission.

All powers of the city shall be vested in the city commission, except as otherwise provided by the Constitution of the State of Florida, this charter, or the Volusia County Charter. The city commission shall comply with and provide for the exercise thereof and for the performance of all duties and obligations imposed on the city by law and by this charter. The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager and~~,~~ the city attorney~~, and the city clerk~~. The city commission shall conduct an annual strategic planning process which includes implementation strategies.

Sec. 2.04. Qualifications of members.

Members of the city commission including the mayor shall have been residents of the City of New Smyrna Beach, Florida, for a period of at least one (1) year immediately prior to qualifying for office, and, in addition thereto, shall have the qualifications of electors under the laws of the State of Florida.

The four (4) Commissioners elected from zones shall have resided within the zone from which they are elected for at least one (1) year prior to the date on which they qualified to run for office. Any such commissioner who shall no longer reside in the zone from which the commissioner is elected shall thereupon become disqualified to represent said zone as commissioner and that office of commissioner shall be deemed vacant.

Sec. 2.05. Prohibitions.

(a) *Holding other office.* Except where authorized by law, neither the mayor nor any commissioner shall hold any other elected public office, or otherwise be employed by the City of New Smyrna Beach, during the term for which the mayor or commissioner was elected to the commission. No former commission member shall hold any compensated appointive office or employment with the city until one year after the expiration of the term for which the mayor or commissioner was elected to the commission. The mayor and commissioners shall not be interested in the profits or emoluments of any contract, work, or service for the municipality, and any such contract in which any elected official is, or may become interested, shall be void. Nothing in this section shall be construed to prohibit the Commission from selecting any current or former commission member to represent the city on the governing board of any regional or other intergovernmental agency.

(b) *Appointments and removals.* Neither the city commission nor any of its members shall in any manner control or demand the appointment or removal of any city administrative officer or employee whom the city manager or any subordinate of the manager is empowered to appoint, but the commission may express its views and fully and freely discuss with the city manager anything pertaining to appointment and removal of such officers and employees.

(c) *Interference with administration.* Except for the purpose of inquiries and investigations under section 2.09, or asking questions and gaining information to assist the members in the formulation of sound policies, the commission or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager or~~,~~ the city attorney, ~~and the city clerk~~ solely through these charter officers, and neither the commission nor its members shall give orders to any such officer or employee, either publicly or privately.

Sec. 2.06. Forfeiture of office.

The mayor or a commissioner shall forfeit that office if the mayor or commissioner:

(a) Fails to meet the residency requirements, or

(b) Violates any express prohibition of this charter, or

(c) Is convicted of a crime involving moral turpitude, or

(d) Fails to attend three (3) consecutive regular meetings of the commission without being excused by the commission.

Sec. 2.07. Judge of qualifications, election, and forfeiture.

The city commission shall be the judge of the qualifications and election of its members and of the grounds for forfeiture of office, subject to review by the courts. In order to exercise these powers, the commission shall have power to subpoena witnesses, administer oaths, and require the production of evidence. The city commission shall use the following procedure when forfeiture of office for one of its members is considered:

(a) Written notice, approved by the remaining four (4) members of the city commission, must be delivered to the accused commissioner who shall have an opportunity to be heard and defend against the accusation.

(b) Subsequent to written notice being delivered to the accused, the commission by an affirmative vote of four (4), shall have the authority to suspend a Commissioner pending the disposition of charges for removal.

(c) Where a suspension of a commissioner occurs pursuant to this section of the charter, the suspended official shall have the right to an immediate hearing upon demand to determine if there is sufficient evidence to establish the following two elements:

(1) That probable cause exists to believe that the charges are true; and

(2) That, if true, the charges would be grounds for removal.

(d) The suspension hearing shall be held and the matter decided by the city commission. The rules of procedure shall be the same as those which apply to the hearing for removal.

(e) If the city commission does not find by an affirmative vote of four (4) of the existing members of the commission that are eligible to vote on the matter that the evidence produced at the hearing is sufficient to establish the aforementioned two elements, the suspension shall terminate immediately and the official shall be reinstated pending a final hearing on removal.

(f) A final hearing for removal must take place and a decision rendered within ninety (90) calendar days after receipt of the above-mentioned written notice unless both the city commission, by affirmative vote of four (4) commissioners, and the accused agree to extend the time.

(g) In order for the city commission to remove the accused official from office, the commission must find that the substantial competent evidence presented at the hearing supports the charges which are the basis for the removal proceeding.

(h) A mayor or commissioner may only be removed from office by an affirmative vote of four (4) members of the existing membership eligible to vote for such action.

(i) If, after the final hearing, the city commission is unable to support such a finding by an affirmative vote of four (4) members of the city commission, any suspension of the accused shall terminate and the accused shall be reinstated to office for any unfinished portion of the official's term.

(j) The accused commissioner shall have the right to defend against the charges and has the right to present evidence and testimony and to cross-examine witnesses during any hearing regarding suspension or removal.

(k) The accused commissioner shall not be entitled to participate in the deliberations or decision in relation to the commissioner's suspension or removal.

Sec. 2.08. Vacancies; filling vacancies on commission.

(a) *Vacancies.* The office of mayor or commissioner shall become vacant upon the mayor or commissioner's death, resignation, or removal from office or forfeiture of office in any manner authorized by law.

(b) *Filling of vacancies.* Should a vacancy in the office of mayor or city commissioner occur when there are one hundred twenty (120) days or less left in the unexpired term, no appointment shall be made and that vacancy will be filled at the next regular municipal election. Should a vacancy occur when there are more than one hundred twenty (120) days left in the unexpired term, that vacancy shall be filled by the city commission within thirty (30) days of the date of the vacancy with any qualified resident from the same zone so appointed to serve until a successor is elected at the next regular municipal election. If the vacancy occurs in the office of mayor, the city commission may fill the vacancy with any qualified resident from any zone. If a vacancy is not filled by the city commission within thirty (30) days after the vacancy occurs as described above, a special election shall be held within ninety (90) days after such vacancy occurs or as soon thereafter as such

election may be held; and the person so elected shall serve the remaining unexpired term of office.

Sec. 2.09. Investigations.

The city commission may request investigations into the affairs of the city and the conduct of any department, office, or agency.

Sec. 2.10. Organization of commission.

The city commission shall organize after the general election biennially, on the second Tuesday in November. On or before the first regularly scheduled meeting of the city commission in November of each year, the city commission shall choose a vice-mayor from among its membership to serve in the absence of the mayor, and who shall serve as vice-mayor for a period of one year.

Sec. 2.11. Compensation.

~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance.~~ The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.

Sec. 2.12. Voting.

The affirmative vote of three (3) members of the city commission shall be necessary to adopt any ordinance, resolution, or motion. The passage of all ordinances, resolutions, and motions shall be taken by a "yes" or "no" vote and entered upon the minutes.

Sec. 2.13. Functions and powers of mayor.

The mayor shall be considered a member of the city commission and shall have all the powers, rights, duties and obligations of a city commissioner. The mayor shall preside at all meetings of the city commission and perform such duties consistent with the office as may be imposed by it; shall have a voice and vote in the proceedings of the city commission, but no veto power; and shall present an annual state of the city address at a meeting open to the public. The mayor may use the title of mayor in any case in which legal instruments of writing or other necessity arising from the general laws of the state so require; but this shall not be construed as conferring upon the mayor the administrative or judicial functions of mayor under

the general laws of the state. The mayor shall be recognized as the official head of the city by the courts for the purpose of serving civil processes, by the government in the exercise of military law, and for all ceremonial purposes. The mayor may take command of the police in governing the city by proclamation under the direction of the city commission in times of grave public danger or emergency, and the city commission shall be the judge of what constitutes such public danger or emergency. The powers and duties of the mayor shall be such as are conferred upon that office by the city commission in pursuance of the provisions of this act and no others. In the absence of the mayor and of the vice-mayor, the other members of the city commission shall select one of their number to perform the duties of the mayor.

ARTICLE III. ELECTIONS

Sec. 3.01. Nonpartisan elections.

All qualifications and elections for the offices of city commissioner and mayor shall be conducted on a nonpartisan basis without regard for designation of political party affiliation of any candidate, nominee, or any nomination petition or ballot.

Sec. 3.02. Conduct of elections.

City elections shall be conducted in accordance with the general election laws of the State of Florida.

Sec. 3.03. Time of holding elections; primary and general.

Elections to elect the mayor and city commissioners whose terms expire in that year shall be held in each even-numbered year as follows:

The general election for mayor and city commissioners, if necessary, shall be held in each even-numbered year at the same time as and as part of the general election of the State of Florida.

The primary election for mayor and city commissioners, if necessary, shall be held in each even-numbered year at the same time as and as part of the primary election of the State of Florida.

Sec. 3.04. Canvassing board.

A city canvassing board shall be established for the purposes of canvassing ballots and election results. The canvassing board shall be composed of the city clerk and the two (2) city commissioners whose zones are not on the ballot. After any primary or general election, the Volusia County Canvassing Board may serve in lieu of the city canvassing board.

Sec. 3.05. Nomination and election; when primary or general election unnecessary; tie vote.

When there are less than three (3) qualified persons nominated for the office of mayor or commissioner, no primary election shall be held for the election of a mayor or commissioner and the city clerk shall declare the persons so qualified as nominees at the general election. However, if more than two (2) qualified persons are nominated for the office of mayor or commissioner, then the city clerk shall include the nominees in the primary election as herein provided. The names of the two (2) candidates for nomination to the office of mayor or commissioner who shall receive the greatest vote in such primary election shall be placed on the ballot at the next general municipal election. The candidate at the general election who shall receive the greatest number of votes for the office of mayor or commissioner shall be declared the mayor or commissioner. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then that candidate shall be declared to be elected for the office and it shall not be necessary to place his or her name on the ballot for the general election.

A tie vote between two (2) or more candidates for the office of mayor or between two (2) or more candidates for the office of city commissioner shall be determined by the drawing of lots.

Sec. 3.06. When term of office commences.

The terms of office for mayor and city commissioners shall commence on the first Tuesday after certification of the general election in which the mayor or city commissioner was elected. The term of office for the mayor shall expire ~~two~~four (~~2~~4) calendar years hence after the start of the term. The term of office for city commissioners shall expire four (4) calendar years hence after the start of the term. The term of office and assumption of the duties by the mayor-elect and city commissioners-elect shall commence on said day upon the respective mayor-elect or city commissioner-elect taking and subscribing to his or her oath of office.

In the event that the mayor or a commissioner is either appointed or elected by special election to fill a vacancy pursuant to the provisions of section 2.08 of the New Smyrna Beach City Charter, he or she shall assume the office immediately upon taking and subscribing to the oath of office. The term of office for the mayor or member of the commission appointed or elected by special election to fill a vacancy shall end on the same day that the person for whom he or she was appointed or elected to fill the term of office would have ended.

Sec. 3.07. Commission zones; adjustment of zones.

(a) *Number of zones.* There shall be four (4) city commission zones.

(b) *Commission to redraw zone boundaries.* Following each decennial census, or more often if deemed necessary because of population fluctuations, the city commission shall by ordinance adjust the boundaries of the four (4) city commission zones using these criteria:

(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.

(c) *Procedures.*

(1) The city commission shall complete the reapportionment plan within six (6) months after the official publication of the census.

(2) 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.

(3) The city commission shall review and adopt the reapportionment plan as an ordinance by an affirmative vote of three (3) members of the commission.

(d) *Failure to enact ordinance.* If the city commission fails to enact a reapportionment plan within the required time, the city attorney shall petition the circuit court having jurisdiction in the county to make such reapportionment.

(e) The redrawing of zones, upon becoming law, shall not affect the remaining terms of those presently elected officials.

Sec. 3.08. Pernicious political activities.

(a) It shall be unlawful for any person to intimidate, threaten or coerce, or attempt to intimidate, threaten or coerce, any person for the purpose of interfering with the right of such other person to vote or to vote as he or she may choose, or of causing such other person to vote for, or not to vote for, any candidate for the office of mayor or city commissioner at any election held solely or in part for the purpose of selecting a mayor or city commissioner in the city.

(b) It shall be unlawful for any person employed in any administrative position by the city or by any department, independent agency or other agency of the city to use his or her official authority for the purpose of interfering with, or affecting the election or the nomination of any candidate for the office of mayor or city commissioner in the city.

(c) It shall be unlawful for any person, directly or indirectly, to promise any employment, position, work, compensation or other benefit provided for or made possible in whole or in

part by any resolution or ordinance of the city commission, to any person as consideration, favor or reward for any political activity or for the support of or opposition to any candidate in any election.

(d) It shall be unlawful for any person to deprive, attempt to deprive, or threaten to deprive, by any means, any person of any employment, position, work, compensation or any other benefits provided for or made possible by any resolution or ordinance of the city commission appropriating funds for work or relief on account of race, creed, color or political activity, support of, or opposition to any candidate in any election.

(e) It shall be unlawful for any person employed in the executive branch of the city government or any agency or department thereof to use his or her official authority or influence for the purpose of interfering with an election or affecting the result thereof. All such persons shall retain the right to vote as they may choose and to express their opinions on all political subjects. For the purpose of this section the term "officer" or "employee" shall not be construed to include the mayor or any of the city commissioners.

(f) Any person who violates any of the foregoing provisions of this section upon conviction thereof shall be fined not more than five hundred dollars ($500.00) or imprisoned for not more than sixty (60) days, or both and may be prosecuted in any court of the State of Florida having jurisdiction.

ARTICLE IV. CHARTER OFFICERS

Sec. 4.01. Appointment and removal.

The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk~~. If any charter officer is removed at any time after having served six (6) months, the charter officer may demand written charges and a public hearing upon the same before the city commission, and final removal shall not take effect until such hearing has been had, but the city commission may suspend the charter officer from office pending such hearing.

Sec. 4.02. City manager.

Sec. 4.02(a). Appointment and qualifications of the city manager. The city commission shall appoint a city manager by a majority vote of the entire commission who shall be the administrative head of the municipal government under the direction and supervision of the city commission. The city manager shall hold office at the pleasure of the city commission. The manager shall be chosen solely on the basis of education and experience in the accepted competencies and practices of local government management. The manager need not be a resident of the city or state at the time of appointment, but within six (6) months shall reside in the city unless otherwise approved by a vote of the city commission.

Sec. 4.02(b). Compensation of the city manager. The city manager shall receive such compensation as the city commission may by resolution fix.

Sec. 4.02(c). Acting city manager. By letter filed with the city clerk, the city commission shall designate a city officer or employee to exercise the powers and perform the duties of the city manager during the manager's temporary absence or disability; the city commission may revoke such designation at any time and appoint another officer of the city to serve until the city manager returns.

Sec. 4.02(d). Powers and Duties. The city manager shall be the chief executive officer of the city, responsible to the city commission for the management of all city affairs placed in the manager's charge by and under this charter. The city manager shall:

(1) See that the laws and ordinances are enforced;

(2) Appoint and remove the city clerk who shall serve as the election official and the custodian of the seal of the city and of all records and papers of a general character pertaining to the affairs of the municipality. The city clerk shall perform the duties specified in this Charter as well as those required by the city manager. Additionally, the city manager shall appoint and remove all other subordinate officers and employees of the city; provided, however, that the removal of any and all employees that are covered by the merit plan (see Appendix A Personnel Policies and Procedures Sec. 1) shall be subject to appeal as provided by the merit plan of the city;

(3) Exercise, control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the city commission, except for the offices of city attorney, ~~city clerk,~~ boards, commissions and authorities;

(4) See that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the city attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;

(5) Attend all meetings of the city commission with the right to take part in discussions without having a vote;

(6) Recommend to the city commission for adoption such measures as the manager may deem necessary or expedient in the interest of the city;

(7) Keep the city commission fully advised as to the financial condition and future needs of the city; prepare and submit the annual budget and capital program to the city commission; and, implement the final budget approved by the commission to achieve the goals of the city;

(8) Submit to the city commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;

(9) Make such other reports as the city commission may require concerning operations;

(10) Assist the city commission to develop long term goals for the city and strategies to implement these goals;

(11) Promote partnerships among the commission, staff, and residents in developing public policy and building a sense of community; and

(12) Perform such other duties as may be prescribed under this act or as may be required of the city manager by ordinance or a resolution or motion of the city commission.

Sec. 4.03. City attorney.

Sec. 4.03(a). Duties. The city attorney shall serve as chief legal adviser to the city commission, the city manager, ~~the city clerk,~~ and all city departments, offices and agencies, excluding the utilities commission who shall have independent representation; shall represent the city in all legal proceedings and shall perform any other duties prescribed by state law, by this charter, or by ordinance. The city commission may authorize the city attorney to employ assistant city attorneys or engage outside counsel whenever it is deemed necessary or expedient to employ such additional counsel, and such attorneys are to be selected by the city attorney and their compensation shall be fixed and determined by the city commission.

Sec. 4.03(b). Qualifications. The city attorney shall be a practicing attorney, a member in good standing of the Florida Bar, admitted to and have authority to practice in the courts of the State of Florida, and have experience in local government law.

~~**Sec. 4.04. City clerk.**~~

~~Sec. 4.04(a). Duties.~~

~~The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its members and the public; shall keep minutes of its proceedings; serve as the election official; and perform such other duties as are assigned by this charter or the city commission.~~

~~**Sec. 4.04(b). Qualifications.**~~

~~The City Clerk shall have a minimum experience of three years in progressively responsible related governmental administrative work or a comparable amount of training, education, or experience.~~

ARTICLE V. FINANCIAL MANAGEMENT

Sec. 5.01. Fiscal year.

The fiscal year of the city shall begin on the first day October and end on the last day of September.

Sec. 5.02. Submission of budget and budget message.

On or before the first day of August of each year, the city manager shall submit to the city commission a budget for the ensuing fiscal year and an accompanying message.

Sec. 5.03. Budget message.

The city manager's message shall explain the budget both in fiscal terms and in terms of the work programs, linking those programs to organizational goals and community priorities. It shall outline the proposed financial policies of the city for the ensuing fiscal year and the impact of those policies on future years. It shall describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes; summarize the city's debt position, including factors affecting the ability to raise resources through debt issues; and include such other material as the city manager deems desirable.

Sec. 5.04. Budget.

The budget shall provide a complete financial plan of all city funds and activities for the ensuing fiscal year and, except as required by law or this charter, shall be in such form as the city manager deems desirable or the city commission may require for effective management and an understanding the relationship between the budget and the city's strategic goals. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year.

Sec. 5.05. Administration and fiduciary oversight of the budget.

The city commission shall provide by ordinance the procedures for administration and fiduciary oversight of the budget.

Sec. 5.06. Independent audit.

The city commission shall provide for an independent annual audit of all city accounts and may provide for more frequent audits as it deems necessary. An independent certified public accountant or firm of such accountants shall make such audits. Such audits should be performed in accordance with Generally Accepted Auditing Standards (GAAS) and Generally

Accepted Governmental Auditing Standards (GAGAS). The city commission shall, using competitive bidding, designate such accountant or firm annually, or for a period not to exceed five (5) years, but the designation for any particular fiscal year shall be made no later than thirty (30) days after the beginning of such fiscal year. The standard for independence is that the auditor must be capable of exercising objective and impartial judgment on all issues encompassed within the audit engagement. No accountant or firm may provide any other services to the city during the time it is retained to provide for independent audits of the city. The city commission may waive this requirement by a majority vote at a public hearing.

ARTICLE VI. SUSTAINABILITY

Sec. 6.01. Environmental stewardship.

The City of New Smyrna Beach, in order to insure the health and safety of its citizens and visitors, shall strengthen city standards with respect to air quality, water quality, sea level rise, and flooding, including:

(a) Tree protection sufficient to maintain a substantial tree canopy for air quality and removal of pollutants.

(b) Enhanced stormwater quality standards that sufficiently protect all receiving water bodies, including, ponds, lakes, creeks, streams, and wetland areas, whether man-made or not.

(c) Enhanced stormwater volume and rate of discharge standards that protect surrounding properties.

(d) Floodplain management standards that utilize the best coastal management practices to protect existing and future development from flooding impacts.

(e) Limitations on the use of impervious materials.

(f) Programs and policies that support the removal of existing septic tanks.

Sec. 6.02. Land development and zoning.

The City of New Smyrna Beach, in order to preserve the special character of the city's history, strengthen the city's economic base, and enhance the sense of place in the residential neighborhoods, shall strengthen city standards, including:

(a) Preserving the scale and character of the city's neighborhoods.

(b) Maintaining the city's tree canopy, green areas, and historic footprint.

(c) Ensuring the sustainability of a parcel zoned for development without endangering the public health, safety, or welfare.

Sec. 6.03. Historic preservation.

The City of New Smyrna Beach, in order to preserve ~~and enhance~~ the historic quality of the city, shall~~foster economic development,~~ manage ~~growth, improve property values, and add to the quality of life of its citizens and visitors, shall strengthen~~ the city's ~~commitment to~~ historic stewardship by:

(a) ~~Updating the regulations pertaining to historic properties.~~ Continuing to encourage and/or assist owners of contributing structures in National or Local Historic Districts to voluntarily maintain those structures as they contribute to the history of the City of New Smyrna Beach.

(b) ~~Creating and expanding upon local historic districts.~~ Assisting owners of contributing structures in National or Local Historic Districts with guidance towards grant opportunities and/or tax credits that may support maintenance of those structures.

(c) ~~Developing guidelines that will assist owners in obtaining historic preservation property tax exemptions.~~ Encouraging local groups to organize, create private foundations, and/or take a leadership role to provide private financial support for the maintenance of privately owned Local Historic Structures or Sites.

(d) ~~Assist and facilitate owners of historic properties to access existing grant sources.~~ Continuing to provide financial support for the care and maintenance of all City owned historical or locally designated structures or sites within the City of New Smyrna Beach.

Sec. 6.04. Sale or lease of significant public lands.

Any transfer of ownership, or lease lasting longer than ten (10) years, of lands owned by the City of New Smyrna Beach lying contiguous to a named body of water, shall only occur after a unanimous vote of approval by all five (5) members of the city commission.

Sec. 6.05. Cultural arts.

The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to the cultural arts by:

(a) Prioritizing public art, community arts, and cultural events.

(b) Providing guidance and information related to grant opportunities and other potential funding resources for cultural arts activities.

(c) Preserving the existing cultural arts events in the City, while encouraging the addition of new events and experiences in the City, to the extent it is possible.

ARTICLE VII. CITIZEN PARTICIPATION

Sec. 7.01. Advisory boards.

The city commission may at any time appoint an advisory board, or advisory boards, which shall be composed of citizens who are qualified to act in an advisory capacity to the city commission, the city manager or to any department of the city government, with respect to the conduct and the management of any property or institution or the exercise of any public functions of the city. The members of such board shall serve without compensation for the time fixed in their appointment, or at the pleasure of the city commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations which shall become part of the records of the city.

Sec. 7.02. Charter amendments.

Amendments to this Charter may be framed and proposed pursuant to state law (F.S. § 166.031, as amended).

Sec. 7.03. Charter review.

There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter~~. Each zone in the city shall have representation on the committee.

Sec. 7.04. Recall.

The registered voters of the city shall have power to recall elected officials of the city pursuant to state law (F.S. § 100.361, as amended).

Sec. 7.05. General authority for initiative and citizen referendum.

(1) *Initiative.* The registered voters of the city shall have power to propose ordinances to the commission and, if the commission fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a city election, but such power shall not extend to any development order, local comprehensive plan amendment or map amendment, the budget or capital program or any ordinance relating to appropriation of money, levy of taxes, or salaries of city officers or employees.

(2) *Citizen referendum.* The registered voters of the city shall have the power to require reconsideration by the commission of any adopted ordinance and, if the commission fails to repeal an ordinance so reconsidered, to approve or reject it at a city election, but such power shall not extend to any development order, local comprehensive plan amendment or map amendment, the budget or capital program or any emergency ordinance or ordinance relating to appropriation of money or levy of taxes.

(a) *Commencement of proceedings; petitioners' committee; affidavit.* Any five (5) qualified voters may commence initiative or referendum proceedings by filing with

the city clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the street address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or the ordinance sought to be reconsidered. Promptly after the affidavit of the petitioners' committee is filed, the Clerk shall, issue the appropriate petition blanks to the petitioners' committee at the committee's expense.

(b) *Petitions.*

(1) *Number of signatures.* Initiative and citizen referendum petitions must be signed by the registered voters of the city equal in number to at least ten (10) percent of the total number of registered voters at the last regular city election.

(2) *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.

(3) *Affidavit of Circulator.* Each paper of a petition shall have attached to it when filed an affidavit executed by the person circulating it stating that he or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his or her presence, that he or she believes them to be the genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

(4) *Time for filing referendum petitions.* Referendum petitions must be filed within thirty (30) days after adoption by the commission of the ordinance sought to be reconsidered.

(c) *Procedure after filing.*

(1) *Certificate of clerk; amendment.* Within twenty (20) days after the petition is filed, the city clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners' committee by certified mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the clerk within two (2) days after receiving the copy of the certificate and files a supplementary petition upon additional papers within ten (10) days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of subsections (2) and (3) of subsection (b), and within five (5) days after it is filed the Clerk or other official designated by the commission shall complete a certificate as to the sufficiency of the petition as

amended and promptly send a copy of such certificate to the petitioners' committee by certified mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request commission review under subsection (2) of this section within the time required, the clerk shall promptly present the certificate to the commission and the certificate shall then be a final determination as to the sufficiency of the petition.

(2) *Commission review.* If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that if be reviewed by the city commission. The commission shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the commission's determination shall then be a final determination as to the sufficiency of the petition.

(3) *Court review; new petition.* A final determination as to the sufficiency of a petition shall be subject to court review. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

(d) *Referendum petitions; suspension of effect on ordinances.* When a referendum petition is filed with the city clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

(i) There is a final determination of insufficiency of the petition, or

(ii) The petitioner's committee withdraws the petition, or

(iii) The city commission repeals the ordinance, or

(iv) Thirty (30) days have elapsed after a vote of the registered voters of the City of New Smyrna Beach on the ordinance.

(e) *Action on petitions.*

(1) *Action by commission.* When an initiative or referendum petition has been finally determined sufficient, the commission shall promptly consider the proposed initiative ordinance in the manner provided in article II, or reconsider the referred ordinance by voting its repeal. If the commission fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days or fails to repeal the referred ordinance within thirty (30) days after the date the petition was finally determined sufficient, it shall submit the proposed or referred ordinance to the voters of the city.

(2) *Submission to voters.* The vote of the city on a proposed or referred ordinance shall be held not less than thirty (30) days and not later than one hundred eighty (180) days from the date of the final commission vote thereon. If no regular city election is to be held within the period prescribed in this subsection, the commission shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election, except that the commission may, in its discretion, provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred ordinance shall be made available for inspection at the office of the city clerk not less than five (5) days prior to the election and at the polls.

(3) *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the fifteenth (15th) day preceding the date scheduled for a vote of the city by filing with the city clerk a request for withdrawal signed by at least two-thirds (⅔) of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings thereon shall be terminated.

(f) *Results of election.*

(1) *Initiative.* If a majority of the registered voters voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

(2) *Referendum.* If a majority of the registered voters voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

ARTICLE VIII. UTILITIES COMMISSION

Sec. 8.01. Created; definitions.

There is hereby created and made a part of the government of the City of New Smyrna Beach a utilities commission to be known and designated as "Utilities Commission, City of New Smyrna Beach, Florida," which shall consist of five (5) members. For the purposes of this act, unless otherwise designated, the word "commission" shall mean the Utilities Commission of New Smyrna Beach and the word "commissioner" shall mean a member of the said utilities commission. Except as otherwise authorized, the utilities commission shall function the same as it previously functioned under Laws of Fla., ch. 67-1754. This act shall not supersede or alter the general law in effect and agreements entered into prior to the effective date of this act [June 12, 1985].

Sec. 8.02. Members—Appointment; term; vacancy; removal.

The commission shall consist of five (5) members to be appointed by the city commission. The city commissioners shall appoint a replacement for any commissioner whose term expires and the replacement shall be appointed for a term of three (3) years. Should a vacancy occur on the utilities commission by virtue of resignation, death or removal, the unexpired term shall be filled as provided above. Any commissioner may be removed from office upon a majority vote of the city commissioners for malfeasance, misfeasance, nonfeasance, conviction of a felony or upon recommendation of a majority of the utilities commissioners.

Sec. 8.03. Same—Qualifications.

Each commissioner shall be a qualified elector and freeholder in New Smyrna Beach, but no employee or elected or appointed officer of the city shall be a commissioner and no commissioner shall serve more than three consecutive terms.

Sec. 8.04. Meetings; rules and regulations; officers.

The commission shall meet at least once each month at the offices of the commission. All meetings of the commission shall be open to the public and minutes shall be kept of all meetings. The commission shall have authority to promulgate rules and regulations for the conduct of its meetings and the operation of its business. At the regular meeting of the commission in September of each year, the commissioners shall elect a chair, a vice-chair, a secretary and a treasurer from its membership; however, the office of secretary and treasurer may be combined.

Sec. 8.05. Authority to appoint and employ necessary personnel.

The commission shall have the power to appoint and employ engineers, auditors, attorneys and such other personnel as may be necessary for the efficient operation of the city's utilities and the management of its business and affairs.

Sec. 8.06. Authority over city's utilities.

The commission shall, pursuant to the New Smyrna Beach Charter, manage, operate and control all of the city's utilities and shall employ and discharge at their pleasure all employees whose services are performed in any manner in connection with said utilities.

Sec. 8.07. Commissioners' salary, expenses.

The commissioners shall be paid such salary as may from time to time be set by the City Commission of the City of New Smyrna Beach, but no more than one hundred dollars ($100.00) each month, and in addition shall be paid necessary expenses incurred in carrying on and conducting the business of the commission subject to the approval of the city commission.

Sec. 8.08. Monthly statements; fiscal year; annual audit.

The commission shall submit to the city commission a monthly statement showing all sums or amounts received, operating expenses, amount charged to depreciation and extensions, reserve fund and amount appropriated to interest and sinking fund. The fiscal year of the commission shall begin October 1 and end September 30 of each year and the books and records of the commission shall be audited by an independent certified public accountant as of the close of business of each fiscal year.

Sec. 8.09. General powers and authority.

The commission shall have full and exclusive power and authority to prescribe rules, rates and regulations governing the sale and use of electricity, water, gas and sewage collection and treatment wherever such services are furnished by said Commission and to change the same at its pleasure, after conducting a public hearing or hearings pertaining to rate changes. The commission is authorized to furnish electricity, power, water, gas and sewage collection and treatment to private individuals and corporations wherever the same may be required and feasible as determined by the commission and for said purpose the commission shall have the right to acquire, construct, maintain, extend, improve and develop electric production and distribution systems, water production and distribution facilities and systems, gas production and distribution systems and sanitary sewer facilities and systems, including the right to construct and maintain electric lines, water and gas mains and sewers in, along and under all public streets and highways and to contract with and receive grants and contributions from the United States or any of its agencies or departments, the state and any municipality, public body, corporation, partnership or individual for such purposes. The commission may extend city utilities beyond the corporate limits of the City of New Smyrna Beach in conformance with the requirements of F.S. Ch. 366, only upon approval by ordinance of the city commission and the Commission may enter into a contract for a term of more than four (4) years only after approval by ordinance of the city commission. The city commission may not withhold its approval or deny passage of an ordinance where such withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions, and documents. The commission shall prepare and submit its budget for the ensuing year to the city commission on or before July 1 of each year, setting forth its estimated gross revenues and estimated requirements for operations and maintenance expenses, debt service, and depreciation. A copy of the budget shall be published once in a newspaper of general circulation in the city during the month of July. The commission shall adopt the budget for the ensuing year only upon approval by ordinance of the city commission. The city commission may not withhold its approval or deny passage of an ordinance approving the budget where such withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions, and documents.

Sec. 8.10. Billing and collection of fees and charges; disposition of funds collected.

The commission shall have the exclusive power and authority to bill and collect the prescribed fees or charges for all services and utilities under its control and when collected, the flow of funds shall be: First, the payment of all operating and maintenance expenses of said utilities; second, the funding of all reserves required by revenue certificates issued by the city or said commission for projects under commission control including the debt service payments of all such revenue certificates as same become due; third, the payment to the general fund of the city a sum equal to six (6) percent of the gross revenues from utilities under commission control; such payments shall be made monthly. The surplus shall be paid annually to the general fund of the city after reserving an adequate fund for operation and maintenance expenses, capital improvements and line extensions as determined by the commission.

Sec. 8.11. Acquisition of property by eminent domain; title.

The commission is empowered, by its duly constituted authorities, to exercise the right of eminent domain to appropriate property, except state or federal, for the purpose of obtaining, constructing and maintaining electric plants, substations and distribution lines; water or gas mains; reservoirs and pumping stations; sewer lines, pumping stations and disposal or processing plants; and to acquire all such lands, waters and lands adjacent to waters which the Commission judges may be necessary for the full and complete construction, maintenance and operation of any utility. The title to all property, real or personal, owned or acquired by the commission shall be vested in the City of New Smyrna Beach.

Sec. 8.12. Authority to shut off and discontinue water, electricity, etc.

The commission shall have the power to shut off and discontinue the supplying of water, electricity or any other utilities or services now or hereafter under the control, management or jurisdiction of the commission to any and all users for violation of any of the rules or regulations pertaining to the sale, distribution or use of such utilities and services and for nonpayment, when due, of the fees, rentals or other charges for utilities and services. Regulations governing the shutting off and discontinuance of any of such utilities and services and the terms and conditions for the restoration of such utilities and services, including interest and charges for shutting off and discontinuance or the restoration of said utilities and services may be adopted by the commission.

Sec. 8.13. Agreements with holders of revenue bonds and other obligations.

The commission shall have power and authority to make agreements and covenants with the City of New Smyrna Beach and the holders of any revenue bonds or other obligations issued to finance, in whole or in part, any repairs, extensions or improvements of any utility with respect to the filing and collecting of fees, rentals and other charges for services and utilities. All such agreements and covenants shall constitute and be deemed valid contracts between the

commission and the holders of any revenue bonds or other obligations and may be enforced by any holder of such revenue bonds or any other obligations in any court of competent jurisdiction subject, however, to any provision for enforcement which may be contained in such agreements or covenants or in the resolution or resolutions of the governing body of the city or the commission pursuant to which such obligations were issued.

Sec. 8.14. Borrowing money.

The commission, upon a majority vote, is hereby authorized to borrow at any time an amount of money equal to ten (10) percent of the book value of the electric and water plants for any six-month period and to pay interest on such sum borrowed at a rate not to exceed the then prevailing interest rate and to issue its promissory note or notes as evidence of said indebtedness, which notes shall be signed by the chair of the commission and the secretary thereof, provided that at no time shall such promissory note or notes exceed ten (10) percent of the book value of such plants and provided further that money so borrowed shall be expended only for current operating expenses.

Sec. 8.15. Revenue certificates and promissory notes.

The commission shall, upon the approval by ordinance of the city commission, after conducting a public hearing or hearings, have the right, power and authority to issue revenue certificates or promissory notes for the purpose of paying all or a part of the cost of acquisition, construction, repairing, extensions, additions, equipping and the reconstruction of any of the city's utilities. The city commission shall not withhold its approval or deny passage of an ordinance where such a withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions and documents. All of such revenue certificates or promissory notes while authorized and issued by the commission shall be obligations of the city of New Smyrna Beach and no referendum or freeholder election shall be required as a condition precedent to the issuance of such revenue certificates or promissory notes. All revenue certificates shall be offered for sale to not less than three (3) responsible bond brokers and the best bid excepted unless, in the discretion of the commission, a better bid can be obtained by negotiation. In such cases the commission shall have the right to reject all bids and sell said certificates upon the best terms offered therefor.

(1) Revenue certificates issued under the provisions of this act shall be payable from the revenues derived from the operation of the city's utilities or services under the supervision, operation and control of the Commission and from any other funds legally available therefor.

(2) The commission shall not convey or mortgage any property or facility or any part thereof as security for the payment of revenue certificates.

(3) In the discretion of the Commission, each or any issue of such revenue certificates may be secured by a trust agreement by and between the commission and a corporate trustee which may be any trust company or bank having the powers of a

trust company within or outside of the state. Such trust agreement may pledge or assign the revenues to be received by the commission. The resolution providing for the issuance of revenue certificates or such trust agreement may contain such provisions for protecting and enforcing the rights and remedies of the certificate holders as may be reasonable, proper and not in violation of law, including covenants setting forth the duties of the commission in relation to the acquisition, construction, improvements, maintenance, operation, repair, equipping and insurance of the facilities, and the custody, safeguarding and application of all monies. It shall be lawful for any bank or trust company incorporated under the laws of this state to act as such depository and to furnish such indemnifying bonds or to pledge such securities as may be required by the commission. Such resolution or such trust agreement may restrict the individual right of action by certificate holders as is customary in trust agreements securing bonds or debentures of corporations. In addition to the foregoing, such resolution or trust agreement may contain such other provisions as the Commission may deem reasonable and proper for the security of certificate holders. Except as this chapter otherwise provides, the commission may provide, by resolution or by trust agreement, for the payment of the proceeds of the sale of the revenue certificates and the revenues of the utilities and services to such officer, board or depository as it may determine for the custody thereof and for the method of disbursement thereof with such safeguards and restrictions as it may determine. All expenses incurred in carrying out such trust agreement may be treated as a part of the cost of operation of the utilities affected by such trust agreement.

(4) The resolution or trust agreement providing for the issuance of the revenue certificates may also contain such limitations upon the issuance of additional revenue certificates as the commission may deem proper and such additional certificates shall be issued under such restrictions or limitations as may be prescribed by the resolution or trust agreement.

Sec. 8.16. Refunding revenue certificates.

The commission, upon approval by ordinance of the city commission is authorized to provide by resolution for the issuance of refunding revenue certificates for the purpose of refunding any revenue certificates heretofore issued by the City of New Smyrna Beach then outstanding or issued under the provisions of this chapter. The commission is further authorized, upon approval by ordinance of the city commission, to provide by resolution for the issuance of revenue certificates for the combined purpose of:

(1) Paying the cost of any acquisition, construction, extension, addition, improving, equipping or reconstruction of a facility or facilities of the commission;

(2) Refunding revenue certificates heretofore issued by the City of New Smyrna Beach and of the Commission which shall theretofore have been issued under the provisions of this chapter and shall then be outstanding.

The issuance of such obligations, the maturities and other details thereof, the rights and remedies of the holders thereof, the rights, powers, privileges, duties and obligations of the commission with respect to the same shall be governed by the foregoing provisions of this chapter insofar as the same may be applicable. The city commission shall not withhold its approval or deny passage of an ordinance where such a withholding or denial would cause the commission to violate any of the covenants or terms of its bond resolutions and related contracts, resolutions and documents.

Sec. 8.17. Legal status of revenue certificates or other obligations.

Any revenue certificates or other obligations issued pursuant to this chapter shall be and constitute legal investments for bonds, savings banks, trustees, executors, administrators and all other fiduciaries for all state, municipal and public funds and shall also be and constitute securities eligible for deposit as security for all state, municipal or other public funds notwithstanding the provisions of any other law or laws to the contrary.

ARTICLE IX. MISCELLANEOUS PROVISIONS

Sec. 9.01. Force majeure.

Failure to meet any deadline or satisfy any performance requirement set forth in this charter may be excused due to unforeseen events such as hurricanes, natural disasters, acts of nature, fires, acts of public enemies, pandemics, health emergencies, riots, civil disturbances, sabotage, strikes, or restraints imposed by order of a governmental agency or court, provided any such deadline or performance standard is cured or corrected as soon as reasonably practicable.

Sec. 9.02. Severability.

If any provision of this charter is held invalid, the other provisions of the charter shall not be affected. If the application of the charter or any of its provisions to any person or circumstance is held invalid, the application of the charter and its provisions to other persons or circumstances shall not be affected.

Sec. 9.03. Conflicting laws repealed.

All laws and parts of laws in conflict herewith insofar as they apply to the City of New Smyrna Beach be, and the same are, hereby repealed.

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

CONSIDER THE APPROVAL OF A REAL ESTATE PURCHASE AGREEMENT FOR A TURNBULL CREEK CONSERVATION PROPERTY OWNED BY BLOSSOM DEVELOPMENT

August 12, 2025

Background:

As part of the Turnbull Creek Master Plan and in an effort to meet the objectives of the 2018 $15 million Bond Referendum to acquire conservation properties within the Turnbull Creek Study area, Staff has negotiated and is presenting the attached Purchase Agreement for consideration. The proposed property is owned by Blossom Development Inc and is located on the South side of Paige Avenue west of Mission Drive behind the NSB Regional Shopping Center. The property is comprised of a total of 20.21 acres. Blossom Development requesting a purchase price of $904,860.00 The City had 2 appraisals completed on the property. The first was from Heffington Appraisal of Daytona Beach whose total appraisal is $737,000. The second appraisal was provided by Ronald Crouse of Edgewater, Florida whose total appraised value is $1,010,000.00. The average of the two appraisals is $837,500.00. This value is slightly below the $904,860.00 purchase price. This contract is connected to the sale of the Festival Property Agreement with a total purchase price of $1,100,000.00 and a combined average appraisal of $1,063,500.00

Staff recommends approval.

Findings:

An inspection conducted on 7/30 by the Police has indicated that the individuals residing on the property have been removed along with their personal items.

Fiscal Analysis:

Funding will come from Turnbull Creek Bond Proceeds

Strategic Plan Item:

Yes

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

Blossom 22.5 acres Paige ave.pdf
Appraisal Report-20.2 Acres SS of Paige Ave, New Smyrna Beach.pdf
Blossom Agreement.pdf

RESTRICTED APPRAISAL REPORT

20.2 ACRES VACANT LAND

TAX PARCELS # 7343-06-00-0880 & 7343-06-00-0881
LOCATED ON VICS WAY

NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA 32168

PREPARED FOR

RON NEIBERT

ASSISTANT CITY MANAGER

CITY OF NEW SMYRNA BEACH

210 SAMS AVENUE

NEW SMYRNA BEACH, FL 32168

DATE OF INSPECTION – APRIL 18, 2025

DATE OF VALUE – APRIL 18, 2025

DATE OF REPORT – MAY 02, 2025

PREPARED BY

RONALD S. CROUSE, ASA, CRA, IFAS

STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ670

POMEROY PA APPRAISAL ASSOCIATES OF FLORIDA, INC.
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

May 02, 2025

Ron Neibert
Assistant City Manager
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168

Re: Restricted Appraisal Report of land Parcels 7343-06-00-0880 & 7343-06-00-0881
Properties located on Paige Avenue, New Smyrna Beach, Volusia County FL 32168.
PAA File # 225.06B

Dear Mr. Neibert:

In accordance with your request, I submit to you this Restricted Appraisal Report. The purpose of the appraisal is to estimate the market value "As Is" of the above-cited property.

This letter of transmittal is followed by the certification of the appraisal and the narrative appraisal report. Any data not contained in the report is retained in our file memorandum.

Particular attention is directed to the Underlying Assumptions and Limiting Conditions section of this report.

Summary of Value

Estimated "As Is" Value of Subject Property - **$1,010,000**

(As Vacant Land Only)

Thank you for the privilege of serving you.

Sincerely,

Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser RZ670

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1) The statements of fact contained in this report are true and correct.

2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

3) I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved; any specified interest or bias has not affected the impartiality of my opinions and conclusions.

4) My compensation for this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

5) My engagement in this assignment was not contingent upon developing or reporting predetermined results, requested minimum valuation, a specific valuation, or the approval of a loan.

6) My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics of the Appraisal Institute and the American Society of Appraisers

7) I have made a personal inspection of the property that is the subject of this report.

8) Mickey W. Smith, State-Certified General Real Estate Appraiser #RZ2364 helped in the data collection and analysis for this report.

9) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

10) The use of this report is subject to the requirements of the Appraisal Institute and the American Society of Appraisers relating to review by its duly authorized representatives.

11) I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.

Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser RZ670

SUMMARY OF SIGNIFICANT CONCLUSIONS	
Location	South Side of Paige Ave, New Smyrna Beach, Volusia County, Florida, 32168.
Tax ID Account #	7343-06-00-0880 & 7343-06-00-0881
Legal Description	LOTS 1 BLK 5 WOODLAND MB 6 PG 134 PER OR 1556 PG 0500 PER OR 6513 PG 1166 PER OR 7124 PGS 2722-2723
Ownership	FESTIVAL PROPERTIES INC
Type of Property	Vacant Land fully wooded
Site Size	Rectangular parcel **contains 20.5 ± acres** Per Volusia County Property Appraiser. Listing has size as 24.5 acres. No survey was supplied to the appraiser. All figures were estimated by on line public records sources. The National Wetlands Inventory Map indicated That around 50% of the parcel is identified as Freshwater Forested/Shrub Wetlands. However, county records show no wetlands. Would require survey.
Site Improvements	None Included
Improvements	None Included
Easements & Encroachments	None known that affects market value.
Current Assessment	$239,600 per (VCPA) Total both parcels
Current Taxes	$3,786.3 (VCPA) Total both parcels
Zoning / Future Land Use	It is zoned R-4 Urban single Family and RC Resource Corridor by Volusia County and Future Land use is ESC – Environmental Systems Corridor. No zoning information was supplied to the client. Zoning and Future Land Use were estimated from public records.
Highest & Best Use Vacant	Some type of residential use as allowed by zoning, planning regulations, any environmental constraints and demand by the market.
As Improved	N/A
Marketing/Exposure Period	12 to 24 months
Intended User	City of New Smyrna Beach
Date of Value	April 18, 2025
"As Is" Market Value	**$1,010,000** (As Vacant Land Only)

RESTRICTED APPRAISAL REPORT

This is a Restricted Use Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not present discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

CLIENT: City of New Smyrna Beach

APPRAISER: Ronald S. Crouse, ASA, CRA, IFAS
State Certified General Real Estate Appraiser RZ670

SUBJECT: South Side of Vics Way, New Smyrna Beach, Volusia County, Florida, 32168.Tax ID Account # 7343-06-00-0880 & 7343-06-00-0881

PURPOSE OF APPRAISAL: To estimate the market value as defined by the Office of the Comptroller of the Currency under F 12, Part 34, Subpart C.

INTENDED USE OF REPORT: For the sole purpose of assisting the client in establishing a market value for the subject property for internal matters of the client.

INTEREST VALUED: Market value of the subject property in Fee Simple Estate.

EFFECTIVE DATE OF VALUE: April 18, 2025

DATE OF INSPECTION: April 18, 2025

DATE OF REPORT: May 02, 2025

MARKETABILITY: The subject site is compatible with the neighborhood, and demand for this type property is average in this location.

Marketing Period – Exposure Time

"Marketing Period" is defined as follows:

The most probable amount of time necessary to expose a property, in its entirety, to the open market in order to achieve a sale. Implicit in this definition are the following characteristics.

- The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar type properties.

- The property will be offered at a price reflecting the most probable mark-up over the market value used by sellers of similar type properties.

- A sale will be consummated under the terms and conditions of the definition of market value.

"Exposure Time" is defined as follows:

Exposure time is a "retrospective" opinion, looking back (from the effective date) to the beginning of the "hypothetical" process of selling the asset, so that the sale would have been consummated on the "effective date" of appraisal.

We estimate the subject property should sell after a marketing effort of approximately 12 to 24 months at or near the appraised value. It is our opinion that a 12-to-24-month exposure time is adequate for the subject property.

REAL ESTATE APPRAISED: Tax identification Account Number 7324-12-05-0010.

OWNERSHIP AND SALES HISTORY: According to the tax records, the subject property is under the ownership of BLOSSOM DEVELOPMENT INC. There has been no recorded arm's length transaction in the last five years. The subject is currently listed for $1,250,000.

ZONING: REFER TO SUMMARY OF SIGNIFICANT CONCLUSIONS

IMMEDIATE NEIGHBORHOOD DATA: The neighborhood has seen growth, especially in the residential areas; the interior residential areas are around 70-80% built out although land is still available to the west. Westward expansion of the city, including west of I-95, has brought increasing demand for conveniently located commercial support services. Land along State Road 44 is well situated to meet this need. We expect the neighborhood; especially its residential, commercial and service uses will continue to be in demand.

SITE DESCRIPTION

Location: The subject is located South Side of Paige Ave Way which intersects with Mission Road to the East providing access to State Road. Access is provided to the site by a dirt path drive. This road links with a paved section of this same road around 100± feet to the East which leads to an existing subdivision. It is our assumption the site would be accessible for residential development.

Size/Shape: The topography generally level to rolling and 100% wooded. The site is a rectangular parcel and contains 20.2 ± acres Per Volusia County Property Appraiser. No survey was supplied to the appraiser. All figures were estimated by on line sources.

Utilities: There are currently no utilities connected to the site. All available services would need to be run to the site. On site utilizes are typical in the area and this is not believed to impact the sites marketability.

Access: Access is provided to the site by a dirt path drive. This road links with a paved section of this same road around 200± feet to the East. There mat also be access granted for the West Side of Paige Avenue.

Wetlands: The National Wetlands Inventory Map indicates that the 50% of site is within wetland classification (see addendum for details). However, county records show no wetlands. Would require survey.

IMPROVEMENTS: None

HIGHEST AND BEST USE: The Highest and Best Use as vacant would be for some type of residential use as allowed by zoning, planning regulations, any environmental constraints and demand by the market. (Report makes the general assumption that the site can be improved)

APPRAISAL SCOPE, DEVELOPMENT AND REPORTING PROCESS: This Restricted Appraisal Report is based on market data that has been used in estimating a value conclusion for the subject property.

In conducting the appraisal assignment, the appraiser first collected preliminary public record search data and made an initial search of available market sales, trends, and influences. A physical inspection of the subject property was made. The appraiser is not an expert in matters of pest control, structural engineering, hazardous waste, survey, or title matters, and no expertise or warranty is implied in these or other areas.

The appraiser has also relied upon secondary data sources such as public records, real estate brokers, etc., and primary data collected by the appraiser. To the extent possible, this data has been confirmed by the participants in the market or public records information. The most applicable and/or comparable information has been used in our analysis as deemed essential to support our value conclusions. The elements considered in our analysis were the market value of the Fee Simple Estate.

In developing this appraisal an attempt was made to locate properties that are similar in appeal, size, with similar development potential thereby reflecting the least amount of variances. The appraiser narrowed his search to the sales that best reflect the elements of the subject property. Sometimes, in the research process, it becomes necessary to expand the search parameters. We searched for sales of similar type parcels in the city of New Smyrna Beach and surrounding area. We identified several sales and the most reliable were used in our analysis to estimate of value for the overall subject property as vacant.

The sales utilized in this report are considered the most similar and the most reliable value indicators at time of appraisal.

The approach used in estimating the market value of the subject property was the Sales Comparison Approach. This restricted Appraisal Report sets forth only the appraiser's conclusions. Supporting documentation is retained in the appraiser's file.

To estimate the market value of the subject property as vacant

RELATIVE COMPARISON METHOD OF ANALYSIS:

A qualitative technique for analyzing comparable sales; used to estimate whether the characteristics of a comparable property are inferior, superior, or equal to those of the subject property. Relative comparison analysis is similar to paired data analysis, but quantitative adjustments are not derived. This was the method used for the analysis of the subject property.

RELATIVE COMPARISON:

Property Rights

The subject property was appraised according to property rights known as fee simple estate. The exact definition is included in this report. Fee simple estate infers absolute ownership unencumbered by any other interest of estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. All of the comparable properties were sold in fee simple, and so no adjustments were required for this aspect of ownership.

Financing Terms

Sale prices for identical properties can differ due to influences of different financing arrangements. Below market interest rates tend to increase sale prices, while interest rates above market can result in decreased sale prices. The subject property was appraised on a cash equivalent basis; so, all comparables should reflect cash equivalent sales prices. All of the comparable properties that were verified were sold for cash, or were considered cash equivalent, and no adjustments were necessary.

Conditions of Sale

Conditions of sale refer to the motivations of the buyer and seller, and whether the sale was an "arm's-length transaction" or not. Sale prices can be influenced because the parties are related to one another through business or family. Also, prices can be lower than market because the seller needs cash in a hurry, or prices can be higher because a developer may need a site as an assemblage. The motivations of the buyers and sellers of the comparable properties used in this analysis were questioned during the verification process for each sale.

Market Conditions

The market conditions adjustment relates to the economic conditions of the market at the time of the comparable sale compared to market conditions at the effective date of the appraisal. Changes in market conditions may be caused by fluctuation in supply and demand, interest rates, inflation or deflation, and overall economic factors. The real estate market for this type property appears to be stabilizing. All sales are within a time frame that no adjustment is warranted

Other Elements

All other differences that are considered to impact value in comparison with the sales to the subject will be addressed in a short narrative format to help the reader understand the process and need for the adjustments.

Element	Subject	Sale 1		Sale 2		Sale 3	
Location	Vics Way	Tomoka Farms Rd		Halleck Street		N. Glencoe Rd	
	New Smyrna Beach	Port Orange		New Smyrna Beach		New smyrna Beach	
Land Area Acres	20.20	20.00		10.27		18.05	
Use	R-4/RC	Similar		Similar		Similar	
Sale Price		$800,000	ADJ.	$600,000	ADJ.	$950,000	ADJ.
Sale Price Per SF Land		$40,000		$58,423		$52,632	
Property Rights Conveyed	Fee Simple	Fee Simple	0%	Fee Simple	0%	Fee Simple	0%
Adjusted Sales Price		$800,000		$600,000		$950,000	
Financing Terms		Market	0%	Market	0%	Market	0%
Adjusted Sales Price		$800,000		$600,000		$950,000	
Conditions of Sale		Arm's Length	0%	Arm's Length	0%	Arm's Length	0%
Adjusted Sales Price		$800,000		$600,000		$950,000	
Sale Date	5/2/2025	10/23/2023		7/28/2023		5/2/2025	
Market Conditions	0	1.5	0%	1.8	0%	0.0	0%
Adjusted Sales Price		$800,000		$600,000		$950,000	
Adjusted Sale Price		$800,000		$600,000		$950,000	
Adjusted Sale Price/Acre		$40,000		$58,423		$52,632	
Other Adjustments							
Location	Average	Average	0	Average	-	Superior	-
Size Acres	20.20	20.00	0	10.27	0	18.05	0
Access/Frontage	Average	Average	0	Superior	-	Superior	-
Zoning	R-4/RC	Inferior	+	Similar	0	Similar	0
Topography	Rolling/Wooded	Cleared	-	Rolling/Wooded	0	Cleared	-
Utility/Shape	Average	Average	0	Average	0	Average	0
		$40,000	Higher	$58,423	Lower	$52,632	Lower

INDICATED SUBJECT VALUE		
High	$58,423	
Low	$40,000	
Mean	$50,351	
Median	$52,632	

20.20	@	$50,000	Per Acre	$1,010,000
			Reconciled Value:	$1,010,000

ADJUSTMENTS

SALE 1 - $55,432 per acre. This is the sale of a generally similar vacant parcel of land. This sale is generally similar to the subject in all respects, except for:

Utility/Shape: The subject's utility is considered superior to Sale 1.

Overall, this sale's index price is felt to be less than what the subject should expect.

SALE 2 - $58,423 per acre. This is the sale of a generally similar vacant parcel of land. This sale is generally similar to the subject in all respects, except for:

Access: The subject is located on a shell street which would require the owner to pay for at least the minimum level of access requirements allowed by planning and zoning. All sales are located along existing roads. This factor required all sales to receive a minus

Overall, this sale's index price is felt to be higher to what the subject should expect.

SALE 3 - $52,632 per acre. This is the sale of a generally similar vacant parcel of land. This sale is generally similar to the subject in all respects, except for:

Location: The subject is located in close proximity to main existing development. Sale 1 is considered more rural and inferior. Sale 3 is considered superior and warranted a minus adjustment.

Access: The subject is located on an undeveloped platted road which would require the owner to pay for at least the minimum level of access allowed by planning and zoning.
All sales are located along existing roads. This factor required all sales to receive a minus adjustment.

Topography: The subject is heavily wooded and wood require clearing prior to development. Sale 3 is cleared or mostly cleared and would receive a higher unit value warranting a minus adjustment.

Overall, this sale's index price would be slightly more to what the subject should expect.

INDICATED LAND VALUE BY THE SALES COMPARISON APPROACH

Varying degrees of emphasis were placed on all sales. Based on our analysis we conclude that the estimated value of the subject as vacant land is $50,000 per acre. Resulting in the following valuation for the subject property:

20.2 Acres @ $50,000/ AC = **$1,010,000 (R)**

RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE

The Sales Comparison Approach was utilized in valuing the land. Therefore, based on the foregoing facts, the fair market value of the subject property, land only, as of the date of valuation, is estimated to be **$1,010,000.**

SUBJECT LOCATION MAP

Volusia County Property Appraiser

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1:18,056

Parcel
Override 1
Streets

Cities
EDGEWATER
NEW SMYRNA BEACH

Water Body Names
Water Bodies
County Boundary

0 0.2 0.4 0.8 mi
0 0.3 0.6 1.2 km

State of Florida, Maxar

ArcGIS Web AppBuilder
VCPA 2021

AERIAL OF SUBJECT PROPERTY

Volusia County Property Appraiser

6/3/2025, 10:05:56 PM

Parcel
Override 1
Streets
Parcel Text
Cities
NEW SMYRNA BEACH
Water Body Names
Water Bodies
County Boundary

1:4,514

0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km

State of Florida, Maxar

ArcGIS Web AppBuilder
VCPA 2021

WETLANDS MAP

U.S. Fish and Wildlife Service
National Wetlands Inventory

Wetlands

June 4, 2025

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

Classification code: PFO1Ad
System **Palustrine (P)** : The Palustrine System includes all nontidal wetlands dominated by trees, shrubs, persistent emergents, emergent mosses or lichens, and all such wetlands that occur in tidal areas where salinity due to ocean-derived salts is below 0.5 ppt. It also includes wetlands lacking such vegetation, but with all of the following four characteristics: (1) area less than 8 ha (20 acres); (2) active wave-formed or bedrock shoreline features lacking; (3) water depth in the deepest part of basin less than 2.5 m (8.2 ft) at low water; and (4) salinity due to ocean-derived salts less than 0.5 ppt.

Class **Forested (FO)** : Characterized by woody vegetation that is 6 m tall or taller.
Subclass **Broad-Leaved Deciduous (1)** : Woody angiosperms (trees or shrubs) with relatively wide, flat leaves that are shed during the cold or dry season; e.g., black ash (Fraxinus nigra).

Water Regime **Temporary Flooded (A)** : Surface water is present for brief periods (from a few days to a few weeks) during the growing season, but the water table usually lies well below the ground surface for the most of the season.

Special Modifier **Partially Drained/Ditched (d)** : A partly drained wetland has been altered hydrologically, but soil moisture is still sufficient to support hydrophytes. Drained areas that can no longer support hydrophytes are not considered wetland. This Modifier is also used to identify wetlands containing, or connected to, ditches. The Partly Drained/Ditched Modifier can be applied even if the ditches are too small to delineate. The Excavated Modifier should be used to identify ditches that are large enough to delineate as separate features; however, the Partly Drained/Ditched Modifier also should be applied to the wetland area affected by the ditching.

SALE 1

Volusia County Property Appraiser

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Parcel
Parcel Text
Water Bodies
Streets
Water Body Names
County Boundary

1:2,257

0 0.03 0.05 0.1 mi
0 0.04 0.07 0.15 km

State of Florida, Maxar, Microsoft

ArcGIS Web AppBuilder
VCPA 2021

SALE 1

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3322428
Parcel ID:	622600000042
Township-Range-Section:	16 - 32 - 26
Subdivision-Block-Lot:	00 - 00 - 0042
Owner(s):	HOGAN205 LLC - FS - Fee Simple - 100%
Mailing Address On File:	806 S RIVERSIDE DR NEW SMYRNA BEACH FL 32168 7448
Physical Address:	TOMOKA FARMS RD, PORT ORANGE 32128
Building Count:	0
Neighborhood:	3277 - TOMOKA FARMS MB6-192 MB22-169
Subdivision Name:	
Property Use:	6800 - DAIRIES/FEED LOTS
Tax District:	200-UNINCORPORATED - NORTHEAST
2024 Final Millage Rate:	17.5839
Homestead Property:	No
Agriculture Classification:	Yes
Short Description:	26-16-32 N 1/2 OF SE 1/4 OF SW 1/4 PER OR 2645 PG 1751 PER O R 4033 PG 2353 PER OR 8662 PG 1056

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$400,000	$380,000	$380,000
Just/Market Value:	$328,800	$312,000	$312,000
Agriculture Savings:			

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/ Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	$400,000	$71,200	$0	$71,200	1.5000	$106.80
0012 DISCRETIONARY	$400,000	$71,200	$0	$71,200	0.7480	$53.26
0011 REQ LOCAL EFFORT	$400,000	$71,200	$0	$71,200	3.0370	$216.23
0510 FIRE DISTRICT	$400,000	$71,200	$0	$71,200	3.8412	$273.49

SALE 1

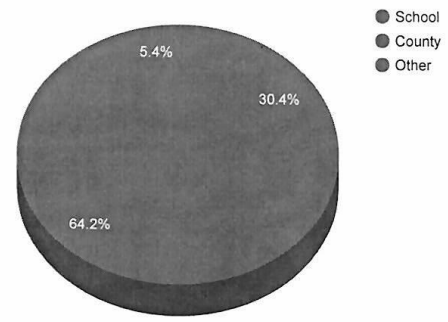
0050	GENERAL FUND	$400,000	$71,200	$0	$71,200	3.2007	$227.89
0053	LAW ENFORCEMENT FUND	$400,000	$71,200	$0	$71,200	1.5994	$113.88
0055	LIBRARY	$400,000	$71,200	$0	$71,200	0.3891	$27.70
0520	MOSQUITO CONTROL	$400,000	$71,200	$0	$71,200	0.1647	$11.73
0530	PONCE INLET PORT AUTHORITY	$400,000	$71,200	$0	$71,200	0.0692	$4.93
0310	VOLUSIA COUNTY MSD	$400,000	$71,200	$0	$71,200	1.6956	$120.73
0058	VOLUSIA ECHO	$400,000	$71,200	$0	$71,200	0.2000	$14.24
0057	VOLUSIA FOREVER	$400,000	$71,200	$0	$71,200	0.2000	$14.24
0065	FLORIDA INLAND NAVIGATION DISTRICT	$400,000	$71,200	$0	$71,200	0.0288	$2.05
0100	HALIFAX HOSPITAL AUTHORITY	$400,000	$71,200	$0	$71,200	0.7309	$52.04
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$400,000	$71,200	$0	$71,200	0.1793	$12.77
						17.5839	$1,251.97

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$1,251.97
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$1,251.97**
Estimated Tax Amount without SOH/10CAP ⓘ	$7,033.56

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2024	$380,000	$0	$380,000	$68,000	$0	$68,000	$0
2023	$380,000	$0	$380,000	$68,000	$0	$68,000	$0
2022	$380,000	$0	$380,000	$68,000	$0	$68,000	$0

SALE 1

2021	$380,000	$0	$380,000	$10,000	$0	$10,000	$0
2020	$370,300	$0	$370,300	$10,000	$0	$10,000	$0
2019	$370,300	$0	$370,300	$10,000	$0	$10,000	$0
2018	$370,300	$0	$370,300	$10,000	$0	$10,000	$0
2017	$370,300	$0	$370,300	$10,000	$0	$10,000	$0
2016	$370,300	$0	$370,300	$10,000	$0	$10,000	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	9900-NON-AG ACREAGE 20-50 Show Agriculture Data	Y	A-ACRE		20.0000				20,000	$400,000

Total Land Value: $400,000

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

Total Miscellaneous Value: $0

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.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/ Unqualified	Vacant/Improved	Sale Price
8662 / 1056	2025021737	01/29/2025	WD-WARRANTY DEED	QUALIFIED	VACANT	$800,000
4033 / 2353	1995128966	08/15/1995	TR-TRUSTEE'S DEED	UNQUALIFIED	IMPROVED	$297,300
3357 / 1658	1989119267	09/15/1989	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	$100
2645 / 1751		01/15/1985	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$123,000
2097 / 1163		08/15/1979	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$100,000
1465 / 0565		08/15/1972	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$20,250

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.

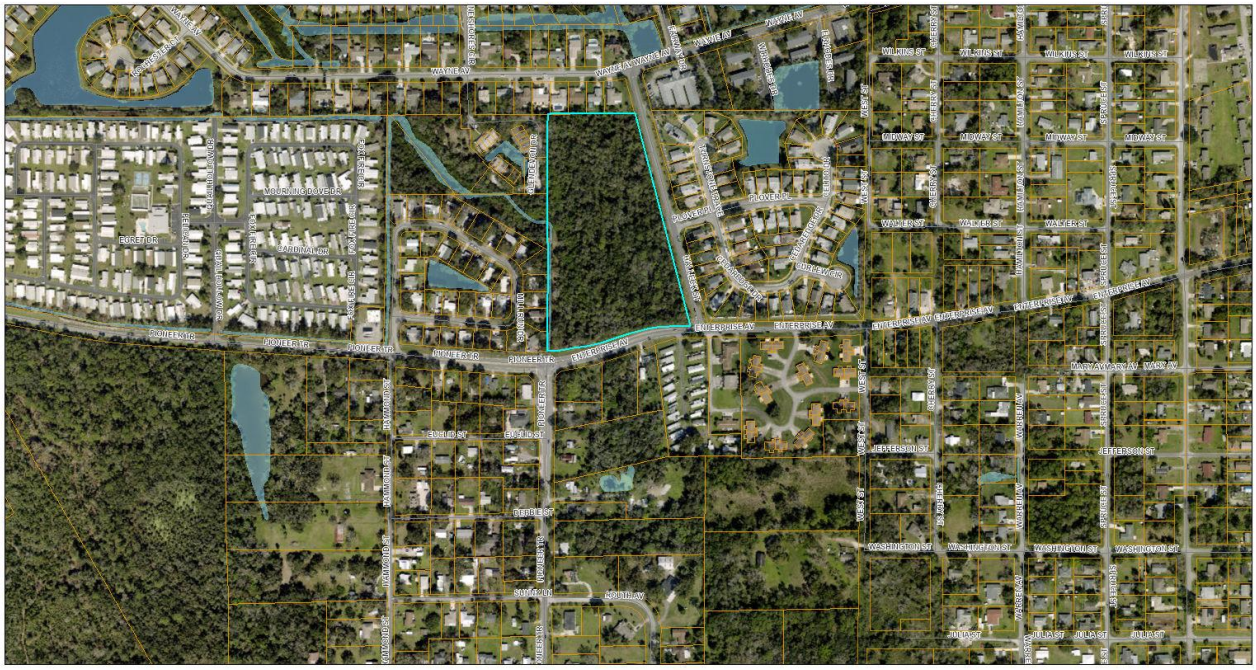
Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
26-16-32 N 1/2 OF SE 1/4 OF SW 1/4 PER OR 2645 PG 1751 PER OR 4033 PG 2353 PER OR 8662 PG 1056	200	16 - 32 - 26	00 - 00 - 0042	28-DEC-81

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit,

SALE 2

Volusia County Property Appraiser



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Parcel | Parcel Text | Water Bodies

Streets | Water Body Names | County Boundary

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

State of Florida, Maxar

ArcGIS Web AppBuilder
VCPA 2021

SALE 2

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3705203
Parcel ID:	731300000061
Township-Range-Section:	17 - 33 - 13
Subdivision-Block-Lot:	00 - 00 - 0061
Owner(s):	PACIFIC HOMES LLC - FS - Fee Simple - 100%
Mailing Address On File:	40873 GLENPANE WAY ALDIE VA 20105 4111
Physical Address:	HALLECK ST, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	7469 - NSB- MISC MXD W OF HWY 1
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	601-NEW SMYRNA BEACH
2024 Final Millage Rate:	16.7933
Homestead Property:	No
Agriculture Classification:	No
Short Description:	13-17-33 NE 1/4 OF SE 1/4 N OF ENTERPRISE RD & W OF CR & EXC PART FOR WIDENING ENTERPRISE RD PER OR 2171 PG 0675 PER OR 3146 PG 1828 PER OR 5262 PG 4169 PER OR 8440 PG 3225

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$513,500	$513,500	$462,150
Just/Market Value:	$513,500	$513,500	$462,150

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/ Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$513,500	$513,500	$0	$513,500	1.5000	$770.25
0012	DISCRETIONARY	$513,500	$513,500	$0	$513,500	0.7480	$384.10
0011	REQ LOCAL EFFORT	$513,500	$513,500	$0	$513,500	3.0370	$1,559.50
0050	GENERAL FUND	$513,500	$513,500	$0	$513,500	3.2007	$1,643.56
	LAW	$513,500	$513,500	$0	$513,500	1.5994	$821.29

SALE 2

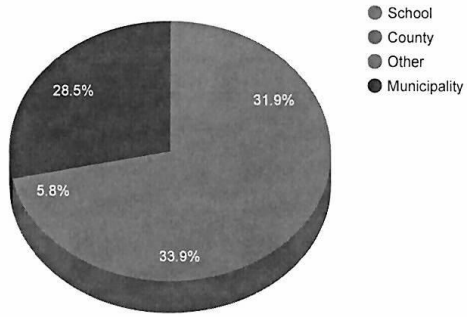
0053	ENFORCEMENT FUND					
0055	LIBRARY	$513,500	$513,500	$0	$513,500	0.3891 $199.80
0520	MOSQUITO CONTROL	$513,500	$513,500	$0	$513,500	0.1647 $84.57
0530	PONCE INLET PORT AUTHORITY	$513,500	$513,500	$0	$513,500	0.0692 $35.53
0058	VOLUSIA ECHO	$513,500	$513,500	$0	$513,500	0.2000 $102.70
0057	VOLUSIA FOREVER	$513,500	$513,500	$0	$513,500	0.2000 $102.70
0065	FLORIDA INLAND NAVIGATION DISTRICT	$513,500	$513,500	$0	$513,500	0.0288 $14.79
0120	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$513,500	$513,500	$0	$513,500	0.7506 $385.43
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$513,500	$513,500	$0	$513,500	0.1793 $92.07
0272	NEW SMYRNA BCH I&S 2018	$513,500	$513,500	$0	$513,500	0.0895 $45.96
0270	NEW SMYRNA BEACH	$513,500	$513,500	$0	$513,500	4.6370 $2,381.10
						16.7933 $8,623.36

Non-Ad Valorem Assessments

Project	# Units	Rate	Amount

Estimated Ad Valorem Tax:	$8,623.36
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$8,623.36**
Estimated Tax Amount without SOH/10CAP ⓘ	$8,623.36

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2024	$513,500	$0	$513,500	$513,500	$0	$513,500	$0
2023	$462,150	$0	$462,150	$462,150	$0	$462,150	$0
2022	$462,150	$0	$462,150	$447,361	$0	$447,361	$0

SALE 2

2021	$410,800	$0	$410,800	$406,692	$0	$406,692	$0
2020	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2019	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2018	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2017	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2016	$369,720	$0	$369,720	$369,720	$0	$369,720	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0003-VAC M/F 10/MORE	N	A-ACRE		10.2700				50,000	$513,500
								Total Land Value:		$513,500

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
				Total Miscellaneous Value:		$0

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.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/ Unqualified	Vacant/Improved	Sale Price
8440 / 3225	2023156747	07/28/2023	WD-WARRANTY DEED	QUALIFIED	VACANT	$600,000
5262 / 4169	2004040030	02/18/2004	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$400,000
3146 / 1828	1988068873	05/15/1988	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$76,000
2171 / 0675		05/15/1980	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$47,000
2164 / 0418		04/15/1980	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$61,000
1683 / 0087		11/15/1973	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$50,000

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.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
13-17-33 NE 1/4 OF SE 1/4 N OF ENTERPRISE RD & W OF CR & EXC PART FOR WIDENING ENTERPRISE RD PER OR 2171 PG 0675 PER OR 3146 PG 1828 PER OR 5262 PG 4169 PER OR 8440 PG 3225	601	17 - 33 - 13	00 - 00 - 0061	01-JAN-82

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit,

SALE 3

Volusia County Property Appraiser

6/3/2025, 9:38:31 PM

Parcel
Streets
Parcel Text
Water Body Names
Water Bodies
County Boundary

1:2,257

0 0.03 0.05 0.1 mi
0 0.04 0.07 0.15 km

State of Florida, Maxar, Microsoft

ArcGIS Web AppBuilder
VCPA 2021

SALE 3

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3708571
Parcel ID:	731400000250
Township-Range-Section:	17 - 33 - 14
Subdivision-Block-Lot:	00 - 00 - 0250
Owner(s):	S & M AG LLC - FS - Fee Simple - 100%
Mailing Address On File:	17 WHISTLING DUCK CT DAYTONA BEACH FL 32119
Physical Address:	N GLENCOE RD, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	4022 - PIONEER/WMS SOUTH TO 44
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	601-NEW SMYRNA BEACH
2024 Final Millage Rate:	16.7933
Homestead Property:	No
Agriculture Classification:	No
Short Description:	14 17 33 SW 1/4 OF SW 1/4 N OF OLD RR R/W & W OF CNTY RD EXC BLK 9 GLENCOE AKA BLKS 5 TO 8 INC & BLK 10 & HODGE HOME LOT W OF CO RD GLENCOE MB 2PG 6 PER OR 3247 PG 0701 & PER OR 55

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$325,803	$325,803	$325,803
Just/Market Value:	$325,803	$325,803	$325,803

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/ Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	$325,803	$325,803	$0	$325,803	1.5000	$488.70
0012 DISCRETIONARY	$325,803	$325,803	$0	$325,803	0.7480	$243.70
0011 REQ LOCAL EFFORT	$325,803	$325,803	$0	$325,803	3.0370	$989.46
0050 GENERAL FUND	$325,803	$325,803	$0	$325,803	3.2007	$1,042.80
LAW	$325,803	$325,803	$0	$325,803	1.5994	$521.09

SALE 3

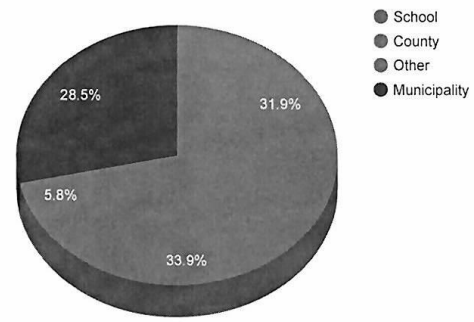
0053	ENFORCEMENT FUND					
0055	LIBRARY	$325,803	$325,803	$0	$325,803	0.3891 $126.77
0520	MOSQUITO CONTROL	$325,803	$325,803	$0	$325,803	0.1647 $53.66
0530	PONCE INLET PORT AUTHORITY	$325,803	$325,803	$0	$325,803	0.0692 $22.55
0058	VOLUSIA ECHO	$325,803	$325,803	$0	$325,803	0.2000 $65.16
0057	VOLUSIA FOREVER	$325,803	$325,803	$0	$325,803	0.2000 $65.16
0065	FLORIDA INLAND NAVIGATION DISTRICT	$325,803	$325,803	$0	$325,803	0.0288 $9.38
0120	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$325,803	$325,803	$0	$325,803	0.7506 $244.55
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$325,803	$325,803	$0	$325,803	0.1793 $58.42
0272	NEW SMYRNA BCH I&S 2018	$325,803	$325,803	$0	$325,803	0.0895 $29.16
0270	NEW SMYRNA BEACH	$325,803	$325,803	$0	$325,803	4.6370 $1,510.75
						16.7933 $5,471.31

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$5,471.31
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$5,471.31**
Estimated Tax Amount without SOH/10CAP ⓘ	$5,471.31

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2024	$325,803	$0	$325,803	$325,803	$0	$325,803	$0
2023	$325,803	$0	$325,803	$325,803	$0	$325,803	$0
2022	$325,803	$0	$325,803	$325,803	$0	$325,803	$0

SALE 3

2021	$325,803	$0	$325,803	$316,582	$0	$316,582	$0
2020	$325,803	$0	$325,803	$287,802	$0	$287,802	$0
2019	$325,803	$0	$325,803	$261,638	$0	$261,638	$0
2018	$325,803	$0	$325,803	$237,853	$0	$237,853	$0
2017	$216,230	$0	$216,230	$216,230	$0	$216,230	$0
2016	$216,230	$0	$216,230	$216,230	$0	$216,230	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0013-VAC PVD 15 - 19.99 AC	N	A-ACRE		18.0500				19,000	$325,803
								Total Land Value:		$325,803

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
				Total Miscellaneous Value:		$0

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.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/ Unqualified	Vacant/Improved	Sale Price
6874 / 2263	2013122566	06/17/2013	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$150,000
6577 / 4889	2011052217	03/29/2011	CT-CERTIFICATE OF TITLE	UNQUALIFIED	VACANT	$100
5556 / 666	2005128954	04/27/2005	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$467,000
3247 / 0701	1989004169	12/15/1988	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$100

Property Description

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Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created	Annexed
14 17 33 SW 1/4 OF SW 1/4 N OF OLD RR R/W & W OF CNTY RD EXC BLK 9 GLENCOE AKA BLKS 5 TO 8 INC & BLK 10 & HODGE HOME LOT W OF CO RD GLENCOE MB 2PG 6 PER OR 3247 PG 0701 & PER OR 5556 PG 666 & OR 6577 PG 4889 PER OR 6874 PG 2263	601	17 - 33 - 14	00 - 00 - 0250	01-JAN-82	2014

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

ASSUMPTIONS AND LIMITING CONDITIONS

Type of Report:
This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

Legal Matters:
The legal description used in this report is assumed to be correct, but it may not necessarily have been confirmed by survey. No responsibility is assumed in connection with a survey or for encroachments or overlapping or other discrepancies that might be revealed thereby. Any sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not necessarily a result of a survey.

Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment or trespass unless otherwise stated in this report.

No responsibility is assumed for an opinion of legal nature, such as to ownership of the property or condition of title.

The appraisers assume the title to the property to be marketable; that, unless stated to the contrary, the property is appraised as an unencumbered fee, which is not used in violation of acceptable ordinances, statutes or other governmental regulations.

Unapparent Conditions:
The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable than otherwise comparable property. The appraisers are not experts in determining the presence or absence of hazardous substance, defined as all hazardous or toxic materials, waste, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property.

The appraisers assume no responsibility for the studies or analysis, which would be required to conclude the presence or absence of such substances or for loss as a result of the presence of such substances. The client is urged to retain an expert in this field, if desired. The value estimate is based on the assumption that the subject property is not so affected.

Information and Data:
Information and opinions furnished to the appraisers and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraisers can be assumed by the appraisers.

Any engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

All mortgages, liens, encumbrances, and servitudes have been disregarded unless so specified within the appraisal report. The subject property is appraised as though under responsible ownership and competent management.

Zoning and Licenses:
It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the valuation.

It is assumed that the subject property complies with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the valuation.

It is assumed that the information relating to the location of or existence of public utilities, which has been obtained through a verbal inquiry from the appropriate utility authority, or has been ascertained from visual evidence, is correct. No warranty has been made regarding the exact location or capacities of public utility systems.

It is assumed that all licenses, consents, or other legislative or administrative authority from local, state, or national governmental or private entity or organization have been, or can be,

obtained or renewed for any use on which the value estimate contained in the valuation report is based.

The appraisers will not be required to give testimony or appear in court due to preparing the appraisal with reference to the subject property in question, unless prior arrangements have been made.

Possession of the report does not carry with it the right of publication. Out-of-context quoting from or partial reprinting of this appraisal report is not authorized. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraisers signing this appraisal report.

The authentic copies of this report are bound with a clear cover, which reveals the company name, Pomeroy Appraisal Associates of Florida, Inc. Any copy that does not have this cover or original signatures of the appraisers is unauthorized and may have been altered and is considered invalid.

Disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute and the American Society of Appraisers. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the ASA) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the author.

The distribution of the total valuation in this report, between land and improvements, is applicable only as a part of the whole property. The land value, or the separate value of the improvements, must not be used in conjunction with any other appraisal or estimate and is invalid if so used.

No environmental or concurrency impact studies were either requested or made in conjunction with this appraisal report. The appraisers, thereby, reserve the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental or concurrency impact studies, research, or investigation.

The American with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act.

If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

An appraisal related to an estate in land that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

The appraisal report related to a geographical portion of a larger parcel is applied only to such geographical portion and should not be considered as applying with equal validity to other portions of the larger parcel or tract. The value for such geographical portions plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.

The appraisal is subject to any proposed improvements or additions being completed as set forth in the plans, specifications, and representations referred to in the report, and all work being performed in a good and workmanlike manner. The appraisal is further subject to the proposed improvements or additions being constructed in accordance with the regulations of the local, county, and state authorities. The plans, specifications, and representations referred to are an integral part of the appraisal report when new construction or new additions, renovations, refurbishing, or remodeling applies.

If this appraisal is used for mortgage loan purposes, the appraisers invite attention to the fact that (1) the equity cash requirements of the sponsor have not been analyzed, (2) the loan ratio has not been suggested, and (3) the amortization method and term have not been suggested.

The function of this report is <u>not</u> for use in conjunction with a syndication of real property. This report cannot be used for said purposes and, therefore, any use of this report relating to syndication activities is strictly prohibited and unauthorized. If such an unauthorized use of this report takes place, it is understood and agreed that Pomeroy Appraisal Associates of Florida, Inc. has no liability to the client and/or third parties.

Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Underlying Assumptions and General Limiting Conditions. The appraisers' duties, pursuant to the employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report. However, any corrections or errors should be called to the attention of the appraisers within 60 days of the delivery of the report.

This report is intended for use only by the identified client and identified other known intended users stated within the cover letter. Use of this report by others is not intended by the appraiser.

IMPORTANT DEFINITIONS

Definition of Market Value:
The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well-informed or well-advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value Comments: The factors of utility, scarcity, desire and effective purchasing power are apparent in the definition. The implication that buyer and seller are working under equal pressure is seldom completely true, although typical motivation for each does imply a reasonable balance for a market value transaction.

Market prices do not necessarily follow all of these concepts and are often affected by salesmanship and the urgency and need of the buyer and/or seller. The central difference between market price and market value lies in the premise of knowledge and willingness both of which are contemplated in market value, but maybe not in market price. Stated differently, at any given moment of time, market value denotes what a property is actually worth under certain specified conditions, while market price denotes what it actually sold for.

Probability of Value Change: The market value of the property appraised in the report is estimated as of the aforementioned date. Constantly changing economic, social, political and physical conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially and require a review of the appraisal and recertification.

Definition of Fee Simple Estate or Interest:
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (The Dictionary of Real Estate Appraisal, Sixth Edition, by Appraisal Institute, 2015)

Definition of Highest and Best Use:
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability. (The Dictionary of Real Estate Appraisal, Sixth Edition, by Appraisal Institute, 2015)

The definition immediately preceding applies specifically to the highest and best use of land and/or property. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be concluded to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Also implied is that the estimation of highest and best use results from judgment and analytical skill, i.e., that the use concluded from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the foundation on which market value rests. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

The highest and best use of both, land as though vacant and property as improved, must meet four criteria. The highest and best use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive. These criteria are usually considered sequentially; a use may be physically possible, but this is irrelevant if it is feasiblely impossible or legally prohibited. Only when there is a reasonable possibility that one of the prior, unacceptable conditions can be changed is it appropriate to proceed with the analysis. If, for example, current zoning does not permit a potential highest and best use, but there is a possibility that the zoning can be changed, the proposed use can be considered on that basis. A full analysis may be included in the report when the conclusions are based on techniques applied to identify the highest and best use among two or more potential uses. (The Appraisal of Real Estate, 14th Edition by Appraisal Institute, 2013)

VALUE AS IS: The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.

Volusia County

Florida's 12th most populous county

with 2.6% of Florida's population

Population

Census Population	Volusia County	Florida
1980 Census	258,762	9,746,961
1990 Census	370,737	12,938,071
2000 Census	443,343	15,982,824
2010 Census	494,593	18,801,332
2020 Census	553,543	21,538,187
% change 2010-2020	11.9%	14.6%
Age		
% Under 18 years of age	17.2%	19.5%
% Aged 65 and over	25.7%	21.2%
% Median age	48.2	43.0
Gender		
% Male	48.7%	48.6%
% Female	51.3%	51.4%
Race (alone) & Ethnicity		
% Not Hispanic-White	68.6%	51.5%
% Not Hispanic-Black or African American	10.0%	14.5%
% Not Hispanic-American Indian and Alaska Native	0.2%	0.2%
% Not Hispanic-Asian	1.9%	2.9%
% Not Hispanic-Native Hawaiian and Other Pacific Islander	0.0%	0.1%
% Not Hispanic-Some Other Race	0.5%	0.6%
% Not Hispanic-Two or More Races	3.9%	3.7%
% Hispanic or Latino (of any race)	14.9%	26.5%

Population Estimates

	Volusia County	Florida
2021 Estimate	563,358	21,898,945
% change 2020-2021	1.8%	1.7%
2022 Estimate	572,815	22,276,132
% change 2020-2022	3.5%	3.4%
2023 Estimate	583,505	22,634,867
% change 2020-2023	5.4%	5.1%
2024 Estimate	594,643	23,014,551
% change 2020-2024	7.4%	6.9%
Based on 2023 Estimate		
2025	598,919	23,292,200
2030	630,921	24,698,545
2035	657,194	25,814,954
2040	678,574	26,682,030
2045	695,705	27,409,376
2050	709,916	28,065,018

Population Characteristics

	Volusia County	Florida
(% of total persons aged 5 and over)		
Speak only English	84.9%	69.9%
Speak a language other than English	15.1%	30.1%
Speak English "very well"	11.5%	18.0%
Place of birth		
Foreign born	8.5%	21.4%
Veteran status		
Civilian population 18 and over	10.1%	7.7%

Migration

Residence 1 Year Ago Persons aged 1 and over	Volusia County	Florida
Same house	87.8%	86.0%
Different house in the U.S.	11.7%	13.0%
Same county in Florida	5.2%	6.9%
Different county in Florida	3.8%	3.1%
Different county in another state	2.6%	3.0%
Abroad	0.5%	1.0%

Real Gross Domestic Product

Real GDP (Thousands of Chained 2017 Dollars)	Volusia County	Florida
2017 GDP	17,886,662	1,014,866,863
Percent of the State	1.8%	
2018 GDP	18,452,820	1,050,433,812
Percent of the State	1.8%	
2019 GDP	18,903,505	1,084,913,903
Percent of the State	1.7%	
2020 GDP	18,956,514	1,069,758,799
Percent of the State	1.8%	
2021 GDP	20,030,621	1,170,526,307
Percent of the State	1.7%	
2022 GDP	21,063,169	1,239,883,625
Percent of the State	1.7%	
2023 GDP	21,986,706	1,292,787,615
Percent of the State	1.7%	

Population by Housing Type

	Volusia County	Florida
Household Population	536,793	21,073,604
Household Population per Occupied Housing Unit	2.31	2.47
Group Quarters Population	16,750	464,583

Housing

Housing Counts	Volusia County	Florida
Housing units, 2020 Census	272,325	9,865,350
Occupied	232,301	8,529,067
Vacant	40,024	1,336,283

Building Permits

Units Permitted	Volusia County	Florida
2000	3,587	155,269
2010	715	38,679
2020	4,581	164,074
2021	5,196	213,494
2022	5,298	211,962
2023	4,553	193,788

Density

Persons per square mile	Volusia County	Florida
2000	401.9	296.4
2010	449.2	350.6
2020	502.6	401.4
2023	529.8	421.9
2024	539.9	429.0

Households and Family Households

Households	Volusia County	Florida
Total households, 2000 Census	184,723	6,338,075
Family households, 2000 Census	120,064	4,210,760
% with own children under 18	37.0%	42.3%
Total households, 2010 Census	208,236	7,420,802
Family households, 2010 Census	130,386	4,835,475
% with own children under 18	34.6%	40.0%
Average Household Size, 2010 Census	2.31	2.48
Average Family Size, 2010 Census	2.84	3.01
Total households, 2020 Census	232,301	8,529,067
Family households, 2020 Census	144,939	5,571,482
% with own children under 18	30.8%	36.0%

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption.
Census counts may be corrected for Census Count Question Resolution (CQR).

Employment and Labor Force

Establishments 2023	Volusia County	Florida
All industries	16,865	878,947
Natural Resource & Mining	119	5,771
Construction	2,066	82,738
Manufacturing	531	25,599
Trade, Transportation and Utilities	3,010	151,500
Information	249	19,752
Financial Activities	1,676	95,132
Professional & Business Services	3,741	226,936
Education & Health Services	1,923	100,498
Leisure and Hospitality	1,688	66,309
Other Services	1,307	59,548
Government	129	5,830

Establishments % of All Industries	Volusia County	Florida
All industries	16,865	878,947
Natural Resource & Mining	0.7%	0.7%
Construction	12.3%	9.4%
Manufacturing	3.1%	2.9%
Trade, Transportation and Utilities	17.8%	17.2%
Information	1.5%	2.2%
Financial Activities	9.9%	10.8%
Professional & Business Services	22.2%	25.8%
Education & Health Services	11.4%	11.4%
Leisure and Hospitality	10.0%	7.5%
Other Services	7.7%	6.8%
Government	0.8%	0.7%

Average Annual Employment % of All Industries, 2023	Volusia County	Florida
All industries	186,402	9,678,557
Natural Resource & Mining	0.7%	0.7%
Construction	6.5%	6.5%
Manufacturing	6.5%	4.4%
Trade, Transportation and Utilities	20.1%	20.2%
Information	0.7%	1.6%
Financial Activities	4.3%	6.9%
Professional & Business Services	10.5%	16.7%
Education & Health Services	20.3%	15.1%
Leisure and Hospitality	15.8%	13.4%
Other Services	2.8%	3.0%
Government	11.4%	11.2%

Industries may not add to the total due to confidentiality and unclassified.

Average Annual Wage 2023	Volusia County	Florida
All industries	$51,987	$66,446
Natural Resource & Mining	$31,794	$46,398
Construction	$57,538	$66,902
Manufacturing	$62,555	$78,331
Trade, Transportation and Utilities	$43,283	$59,161
Information	$83,577	$112,704
Financial Activities	$73,701	$101,130
Professional & Business Services	$62,321	$83,076
Education & Health Services	$61,907	$63,868
Leisure and Hospitality	$28,482	$35,528
Other Services	$40,217	$49,293
Government	$57,753	$67,715

Labor Force as Percent of Population Aged 18 and Older	Volusia County	Florida
2000	59.3%	63.7%
2010	58.8%	61.8%
2020	54.2%	58.1%
2021	55.5%	59.1%
2022	55.9%	59.8%
2023	56.4%	60.4%

Unemployment Rate	Volusia County	Florida
2000	3.4%	3.7%
2010	11.9%	10.8%
2020	8.0%	8.1%
2021	4.7%	4.7%
2022	3.3%	3.0%
2023	3.3%	2.9%

Income and Financial Health

Personal Income ($000s)	Volusia County	Florida
2000	$10,590,073	$471,588,082
2010	$16,667,437	$730,690,145
% change 2000-2010	57.4%	54.9%
2020	$26,246,788	$1,220,782,745
% change 2010-2020	57.5%	67.1%
2021	$29,365,329	$1,358,786,260
% change 2020-2021	11.9%	11.3%
2022	$30,428,742	$1,436,107,237
% change 2021-2022	3.6%	5.7%
2023	$32,955,808	$1,553,426,399
% change 2022-2023	8.3%	8.2%

Per Capita Personal Income	Volusia County	Florida
2000	$23,801	$29,387
2010	$33,718	$38,778
% change 2000-2010	41.7%	32.0%
2020	$47,225	$56,540
% change 2010-2020	40.1%	45.8%
2021	$51,848	$62,242
% change 2020-2021	9.8%	10.1%
2022	$52,494	$64,557
% change 2021-2022	1.2%	3.7%
2023	$55,824	$68,703
% change 2022-2023	6.3%	6.4%

Earnings by Place of Work ($000s)		
2000	$5,245,461	$308,751,767
2010	$7,755,849	$439,036,383
% change 2000-2010	47.9%	42.2%
2020	$11,386,919	$684,270,758
% change 2010-2020	46.8%	55.9%
2021	$12,675,636	$771,654,020
% change 2020-2021	11.3%	12.8%
2022	$13,693,819	$841,921,275
% change 2021-2022	8.0%	9.1%
2023	$14,772,043	$908,440,362
% change 2022-2023	7.9%	7.9%

Median Income	
Median Household Income	$66,581
Median Family Income	$79,459

Workers Aged 16 and Over	Volusia County	Florida
Place of Work in Florida		
Worked outside county of residence	19.1%	17.2%
Travel Time to Work		
Mean travel time to work (minutes)	27.1	28.0

Percent in Poverty, 2023	
All ages in poverty	11.9%
Under age 18 in poverty	19.3%
Related children age 5-17 in families in poverty	18.2%

Personal Bankruptcy Filing Rate (per 1,000 population)	Volusia County	Florida
12-Month Period Ending September 30, 2022	1.32	1.14
12-Month Period Ending September 30, 2023	1.34	1.16
State Rank	9	NA

NonBusiness Chapter 7 & Chapter 13

Reported County Government Revenues and Expenditures

Revenue 2021-22	Volusia County	Florida*
Total - All Revenue Account Codes ($000s)	$1,634,431.3	$100,987,094.3
Per Capita $	$2,853.33	$4,753.99
% of Total	100.0%	100.0%
General Government Taxes ($000s)	$383,359.6	$38,773,224.6
Per Capita $	$669.26	$1,825.26
% of Total	23.5%	38.4%
Permits, Fee, and Special Assessments ($000s)	$55,965.0	$4,209,936.0
Per Capita $	$97.70	$198.18
% of Total	3.4%	4.2%
Intergovernmental Revenues ($000s)	$131,654.0	$8,275,034.7
Per Capita $	$229.84	$389.55
% of Total	8.1%	8.2%
Charges for Services ($000s)	$234,396.9	$25,774,652.2
Per Capita $	$409.20	$1,213.35
% of Total	14.3%	25.5%
Judgments, Fines, and Forfeits ($000s)	$3,115.2	$2,289,306.5
Per Capita $	$5.44	$107.77
% of Total	0.2%	2.3%
Miscellaneous Revenues ($000s)	$623,763.9	$8,397,909.0
Per Capita $	$1,088.94	$395.33
% of Total	38.2%	8.3%
Other Sources ($000s)	$202,176.7	$13,267,031.3
Per Capita $	$352.95	$624.55
% of Total	12.4%	13.1%

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

Expenditures 2021-22	Volusia County	Florida*
Total - All Expenditure Account Codes ($000s)	$1,540,760.33	$87,375,419.16
Per Capita $	$2,689.80	$4,113.22
% of Total	100.0%	100.0%
General Government Services** ($000s)	$769,278.11	$36,715,485.34
Per Capita $	$1,342.98	$1,728.39
% of Total	49.9%	42.0%
Public Safety ($000s)	$241,090.49	$13,363,472.90
Per Capita $	$420.89	$629.09
% of Total	15.6%	15.3%
Physical Environment ($000s)	$77,486.81	$5,823,076.34
Per Capita $	$135.27	$274.12
% of Total	5.0%	6.7%
Transportation ($000s)	$101,699.60	$6,146,973.86
Per Capita $	$177.54	$289.37
% of Total	6.6%	7.0%
Economic Environment ($000s)	$42,806.83	$2,095,127.71
Per Capita $	$74.73	$98.63
% of Total	2.8%	2.4%
Human Services ($000s)	$48,062.77	$4,845,695.64
Per Capita $	$83.91	$228.11
% of Total	3.1%	5.5%
Culture / Recreation ($000s)	$56,255.27	$2,101,309.57
Per Capita $	$98.21	$98.92
% of Total	3.7%	2.4%
Other Uses and Non-Operating ($000s)	$162,593.03	$12,196,205.02
Per Capita $	$283.85	$574.14
% of Total	10.6%	14.0%
Court-Related Expenditures ($000s)	$41,487.43	$4,088,072.79
Per Capita $	$72.43	$192.45
% of Total	2.7%	4.7%

Quality of Life

Crime	Volusia County	Florida
Crime rate, 2020 (index crimes per 100,000 population)	1,986.5	2,158.0
Admissions to prison FY 2023-24	1,211	27,227
Admissions to prison per 100,000 population FY 2023-24	203.7	118.3

Health Insurance Status

Percent Insured by Age Group	Volusia County	Florida
Under 65 years	87.2%	86.1%
Under 19 years	93.9%	92.7%
18 to 64 years	85.1%	83.8%

Education

Public Education Schools Traditional Setting (2023-24)	Volusia County School District	Florida
Total (state total includes special districts)	80	3,787
Elementary	48	1,877
Middle	12	565
Senior High	11	729
Combination	9	616

Educational attainment Persons aged 25 and older	Volusia County	Florida
% HS graduate or higher	91.9%	89.6%
% bachelor's degree or higher	27.2%	33.2%

State and Local Taxation

2024	Volusia County	
	County-Wide	Not County-Wide*
County	3.2007	0.3418
School	5.2850	
Municipal		4.4081
Special Districts	2.5966	1.7944

*MSTU included in Not County-Wide "County" category

State Infrastructure

Transportation	Volusia County	Florida
State Highway		
Centerline Miles	359.6	12,189.9
Lane Miles	1,417.5	45,742.2
Conservation Land (land acres only)		
State-Owned (includes partially-owned)	138,822	5,689,323
% of Total Conservation Land (CL)	62.0%	54.9%
% of Total Area Land	19.7%	16.6%
% of Florida State-Owned CL	2.4%	

Other County Profiles

Criminal Justice County Profiles

School District Profiles

Prepared by:
Florida Legislature
Office of Economic and Demographic Research
111 W. Madison Street, Suite 574
Tallahassee, FL 32399-6588
(850) 487-1402 http://edr.state.fl.us

December 2024

POMEROY PA **APPRAISAL ASSOCIATES OF FLORIDA, INC.**
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

RONALD S. CROUSE, ASA, CRA, IFAS

PRESIDENT POMEROY APPRAISAL ASSOCIATES OF FL. INC

CERTIFICATION AND LICENSES

Florida State-certified general real estate appraiser RZ670
Florida Real Estate Licensed Broker BL463693
FHA Approved Appraiser FLRZ670
VA Approved Appraiser #5005160
Green Qualified

PROFESSIONAL EXPERIENCE

1986 - Present	-	**Pomeroy Appraisal Associates of Fl. Inc.**
1985 – 1986	-	State of Florida Building Subcontractor
1976 – 1985	-	State of New York Building Contractor

EXPERT TESTIMONY

Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

PROFESSIONAL AFFILIATIONS

Designated - Member – (**ASA**) Accredited Sr. Appraiser - American Society of Appraisers
Designated - Member (**CRA**) - National Ass. of Review App. & Mort. Underwriters
Designated - Member – **(IFAS)** National Association of Independent Fee Appraisers
Member of National Association of Realtors

REAL ESTATE RELATED EDUCATION

Required Appraisal Institute Courses for Appraiser Designation

AIREA - Principles Course
AIREA - Standards of Professional Practice Course
AIREA - Basic Valuation
AIREA - Capitalization Theory and Techniques, Part A
AIREA - Capitalization Theory and Techniques, Part B
AIREA - Case Studies in Real Estate Valuation
AIREA - Valuation Analysis and Report
AI - Highest and Best Use and Market Analysis
AI - Advanced Sales Comparison and Cost Approach

Additional Real Estate Courses

AI - Real Estate Finance Statistics and Valuation Modeling
AIREA - Residential Valuation
AIREA - Litigation Valuation
AIREA - Computer Assisted Investment Analysis
Architectural Drafting and Blueprint Reading Courses
Florida Real Estate Course #1
BITA - Home Inspection Course
Appraising Green Homes: Construction Methods and Trends
Appraising Green Homes: Valuation Techniques and Applications

Partial List of Seminars

Rates, Ratios and Reasonableness
Principles of Capitalization
Standards of Professional Practice, Part B
Understanding Limited App. & Rep. Options
USPAP/Law Update
Marshall and Swift Comm. Cost Est. Seminar
Standards of Professional Practice, Part C
IRWA Easement Valuation
Real Estate Appraisal Methods
Standards of Professional Practice, Part A
Business Valuation, Parts 1 and 2
The Appraisers Complete Review Seminar
Accrued Depreciation Seminar
Eminent Domain
Appraising 2 to 4-Family Residence
Business Practices and Ethics

PARTIAL LIST OF PROPERTY TYPES APPRAISED

Vacant Land:	Urban, rural, commercial, multi-family, industrial, planned development, residential, agricultural, and mixed use.
Improved Properties:	Residential, commercial, industrial, multi-family, shopping centers, planned developments, professional/medical office buildings, time share projects, and mixed use properties.
Special Use Properties:	Golf courses, marinas, billboards, railroad right-of-way, road right-of-way, and wetlands.
Partial Interest:	Leasehold/leased fee, utility easements, drainage easements, construction easements, eminent- domain valuations, land leases, and Limited Partnerships.
Review:	Review experience for FDOT, St. Johns Water Mgt. Brevard County Property Acquisition, Various Banks and Attorneys.
Litigation:	Ronald Crouse Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

Engaged full-time in professional appraisal and counseling services related to all types of real estate for a wide variety of clients, including Banks, local and state government agencies, attorneys, and private clients.

PARTIAL LIST OF CLIENTS - PAAFL

Government Agencies

St Johns Water Management
Division of State Lands, Trust for Public Lands
Florida Communities Trust
Florida Department of Environmental Protection
Seminole, Volusia, Brevard, Flagler, Lake Counties Various cities and municipalities
Florida Department of Transportation

Partial List of Lending Institutions

National Bank of Commerce
Reunion Bank
Seacoast Bank
Ameris Bank
Regions Bank
Wells Fargo
Iberia Bank
Truist Bank

RAIL CORRIDOR ASSIGNMENTS COMPLETED

- Rail assignment for the State of Arizona Department of Revenue in connection with a tax proceeding, involving all operating real estate owned by the Southern Pacific Railroad Company in that state.
- Assignment 81-mile rail corridor owned by CSXT for the Florida Department of Transportation. Highest and best use was for continued transportation corridor use.
- Assignment included the appraisal of a number of surplus parcels of real estate spread throughout the Twin Cities of Minneapolis and St. Paul.
- Assignment Florida East Coast Railway for the Florida Department of Revenue, beginning in Duval County and terminating in Dade, County.
- Assignment a 239± mile active rail corridor owned by (CP) Canadian Pacific Railroad for use in conjunction with its proposed abandonment. The right-of-way covered a six (6) county area, across the entire state of Maine, from Vanceboro to the Quebec border.
- Assisted Florida Power & Light Co. with lands of Florida East Coast Railroad.
- Assisted City of West Palm Beach, Florida, regarding FEC Railroad.
- Helped prepared a fiber-optics rental study of American Major Class I Railroads on behalf of Canadian Pacific Limited. Suppliers and users of railroad corridors, as well as alternative routes (i.e., pipelines, highways, transmission lines, etc.) were interviewed.
- OGT/Jacksonville - Baldwin Trail Extension, BA# 07-6522
  2.03± miles CSX Railroad, Duval & Nassau County
  Estimated Market Value using across-the-fence (ATF) method with consideration of Enhancement Factor.
- OGT/Alachua Rail Trail, BA# 04-5945B
  2.33± miles CSX Railroad Gainesville, Alachua County
  Estimated Market Value using across-the-fence (ATF) method with consideration of Enhancement Factor.
- OGT Brevard/Volusia Rail Trail, BA# 03-5663
  51± miles FEC Railroad, Brevard/Volusia County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Central Florida Commuter Rail
  61± miles CSX Railroad, Volusia, Seminole, Orange and Osceola Counties
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Maitland Avenue Extension Various segments of railroad
  CSX Railroad, Orange County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Seminole County Rails to Trails
  5± miles CSX Railroad, Seminole County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Proposed Ludlum Greenway Trail
  6.2± miles FEC Railroad, Miami-Dade County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.

APPRAISAL AND REVIEW EXPERIENCE:

Pomeroy Appraisal Associates has been doing Eminent Domain Appraisals for the last 30 years.

Sample of Major Eminent Domain projects by Mr. Crouse (Appraiser of Record):

Project	Client	Year	Attorney	No. of Parcels
Old Kings Road Widening, Palm Coast Flagler County	City of Palm Coast	current	N/A	40
Road Widening, SR 442 interchange with I-95 in Edgewater Volusia County	City of Edgewater	2016	Erin Wolfe	1
6.2-mile FEC Railroad Corridor Miami-Dade County	Trust for Public Lands	2014	N/A	N/A
Palm Coast Pkwy & Old Kings Road Flagler County	City of Palm Coast	2012	N/A	15+

Review Experience:
Sample of review work done for *FDOT*, SJWMD, etc. by Mr. Crouse (Appraiser of Record):

Project	Client	Year	Attorney	No. of Parcels
Multiple Parcels	SJRWM	Current	N/A	2
Multiple Parcels	SJRWM	2020	N/A	3
Multiple Parcels	SJRWM	2019	N/A	6
Multiple Parcels	SJRWM	2018	N/A	12
Widening of SR 417 in Oviedo Seminole County	Florida Turnpike Authority	2016	N/A	1
SR 15 (US 17) in Satsuma Putnam County	FDOT	2014	N/A	36
SR 313 St. Johns County	FDOT	2014	N/A	24

Sample of assignments completed years 2019 to present for local government agencies

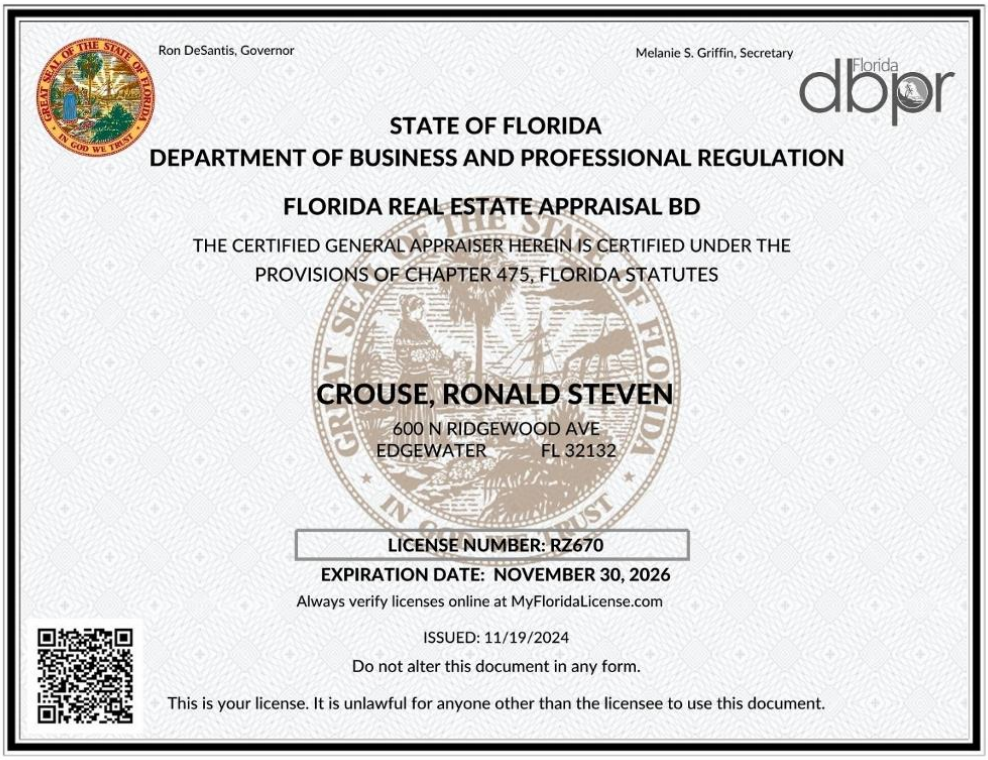
219.005	448	SHORES BLVD	ST AUGUSTINE	ST JOHNS CNTY - JESSICA	OLD FIRE STATION PROPERTY
219.007		STRAWN PARTIAL SURPLUS	VOLUSIA CNTY	SJRWMD	REVIEW
219.009		OLD MOULTRIE RD	ST AUGUSTINE	ST JOHNS CNTY - LAURIE	LAND ACQUISITION
219.013	2490	OLD MOULTRI ROAD	ST AUGUSTINE	ST JOHNS CNTY=LAURIE	LAND ACQUISITION
219.014	572	WASHINGTON ST	NSB	CITY OF NSB	SINGLE FAMILY ACQUISITION
219.016	2375	OLD MOULTRIE ROAD	ST AUGUSTINE	ST JOHNS CNTY-LAURIE	LAND ACQUISITION
219.018		BAYARD CONSERVATION AREA	CLAY COUNTY	SJRWMD	REVIEW
219.019		FDOT MITIGATION	PUTNAM CO.	SJRWMD	REVIEW
219.020	4190	SPRUCE CREEK ROAD	PORT ORANGE	CITY OF PORT ORANGE	SINGLE FAMILY ACQUISITION
219.024		VILANO ROAD	ST AUGUSTINE	ST JOHNS CNTY-DEBBIE	VACANT WATERFRONT LAND
219.027		SUNGARDEN ROAD	CLAY COUNTY	SJRWMD	REVIEW
219.028		EAST HAMPTON BLVD	PALM COAST	CITY OF PALM COAT	LAND ACQUISITION
219.029		BOOKER STREET	EDGEWATER	CITY OF EDGEWATER	LAND ACQUISITION
219.030		TECHNOLOGY BLVD	DAYTONA BCH	VOL CO SCHOOL BOARD	IMPROVED OFFICE
219.031	401	TIMAQUAN TRAIL	EDGEWATER	CITY OF EDGEWATER	LAND ACQUISITION
219.033		EUCLID AVENUE	ST AUG BEACH	ST JOHNS CTY-LAURIE	LAND ACQUISITION
219.034		MALABAR ROAD PROPERTY	MALABAR	SJRWMD	REVIEW/ 2 REPORTS
219.035		NSB AIRPORT	NSB	RHONDA WALKER	3 PARCELS IMPROVED
219.038		WINTON CIRCLE	ST JOHNS CTY	ST JOHNS CTY-LAURIE	EASEMENT ROW
219.040		JUSTICE LANE	BUNNELL	FLAGLER COUNTY	LAND ACQUISITION
219.041		RIDEOUT POINT	CLAY COUNTY	SJRWMD	VACANT LAND-REVIEW/ 2 REPORTS
220.003		CR 464C	MARION CTY	SJRWMD	REVIEW
220.005		TURNBULL CREEK PARCELS	NSB	CITY OF NSB	PHASE 1 - MULTIPLE/ACQUISITION
220.007	3641	S. RIDGEWOOD AVE	PORT ORANGE	CITY OF PORT ORANGE	OFFICE & LAND
220.011		THREE FORKS	BREVARD/VOL	SJRWMD	REVIEW - VACANT LAND
220.014	11	INDUSTRY DRIVE	PALM COAST	CITY OF PALM COAST	INDUSTRIAL LAND
220.018		HARRIS FERN HOLDINGS	PUTNAM CO.	SJRWMD	REVIEW - VACANT LAND
220.021		SR 207 & OLD DIXIE HWY	ST. JOHNS COUNTY	ST. JOHNS CO.	COMM BLDG & VACANT LAND
220.022		SR 16	ST. JOHNS COUNTY	ST. JOHNS CO.	LAND ACQUISITION/PUD
220.023	111	PORPOISE POINT	ST. JOHNS COUNTY	ST. JOHNS CO.	DRAINAGE EASEMENT ROW
220.025		SR 16	ST. JOHNS COUNTY	ST. JOHNS CO.	LAND ACQUISITION
220.027		SR 44 & CR 4139	DELAND	VOL. CO. SCHOOL BOARD	LAND ACQUISITION
220.030		TURNBULL CREEK P# 95, 96, 109	NSB	CITY OF NSB	LAND ACQUISITION
220.031	405	PORPOISE POINT	ST. JOHNS COUNTY	ST. JOHNS CO.	DRAINAGE EASEMENT ROW
220.032		FLAGLER AV & WASHINGTON ST	NSB	CITY OF NSB	COMM BLDG & VACANT LAND
220.033	31	JAROSZ STREET	PALM COAST	CITY OF PALM COAST	SINGLE FAMILY RESIDENCE/ACQUISITION
220.035		WEYERHAUSER PROPERTY	CLAY COUNTY	SJRWMD	VACANT LAND-REVIEW
220.036	214	COLUMBUS AVE	NSB	CITY OF NSB	SINGLE FAMILY RESIDENCE
221.001	2650 & 2700	N DIXIE FREEWAY	NSB	CITY OF NSB	OFFICE BUILDING
221.005	801	SOUTH STREET	NSB	CITY OF NSB	LAND LEASE
221.007		ST. JOHNS AVE	HASTING SJC	ST. JOHNS COUNTY	LAND ACQUISITION/2 PARCESL
221.008		NOVA & BIG TREE	DAYTONA BEACH	VOLUSIA COUNTY SB	LAND ACQUISITION
221.009		AG CENTER DRIVE	ST. AUGUSTINE	ST. JOHNS COUNTY	SHOOTING RANGE
221.011	1500	LEXINGTON AVE	DELAND	VOL CO SCHOOL BOARD	LAND ACQUISITION/INDUSTRIAL
221.012		US 1	OAK HILL	CITY OF OAK HILL	LAND ACQUISITION
221.014	4951	STATE ROAD 207	ST JOHNS COUNTY	ST. JOHNS COUNTY	LAND ACQUISITION
221.016	124	INDUSTRIAL PARK AVE	NSB	CITY OF NSB	LAND ACQUISITION
221.018		TOMOKA RIVER	ORMOND BEACH	SJRWMD	VACANT LAND REVIEW/ 2 SEP REVIEWS
221.025		US 192	BREVARD CO.	SJRWMD	REVIEW WETLANDS-SAFFAN
221.026		US 192	BREVARD CO.	SJRWMD	REVIEW WETLANDS-SAFFAN
221.027	301	SMITH STREET	NSB	CITY OF NSB	LAND ACQUISITION
221.028		TOWN CENTER DRIVE	PALM COAST	CITY OF PC	LAND ACQUISITION
221.029		STATE ROAD 16	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
221.030		SE HWY 464C	MARION COUNTY	SJRWMD	VACANT LAND REVIEW
221.032		BAYARD POINT	CLAY COUNTY	SJRWMD	VACANT LAND REVIEW/ 3 SEP REVIEWS
221.038	3441-3459	Ridgewood Ave	PORT ORANGE	City of Port Orange	LAND ACQUISITION
"	3814	Halifax Drive	PORT ORANGE	City of Port Orange	LAND ACQUISITION

222.001	3080	COASTAL HIGHWAY	VILANO BEACH	ST JOHNS COUNTY	LAND ACQUISITION/OCEAN FRONT
222.002	218	GAINES ST	OAK HILL	City of Oak Hill	LAND ACQUISITION
222.003		BAYARD POINT	CLAY COUNTY	SJRWMD	VACANT LAND REVIEW/ 3 SEP REVIEWS
222.006	45	CUBBEDGE ROAD	ST JOHNS COUNTY	ST JOHNS COUNTY	OCEANFRONT RESTAURANT
222.007		US HIGHWAY 1	VOLUSIA COUNTY	SJRWMD	VACANT LAND REVIEW/RIVERFRONT
222.008		SR 207	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION/MIXED USE
222.009		HART AVE DRAINAGE PROJECT	EDGEWATER	CITY OF EDGEWATER	MIXED RES & COMM DRAINAGE EASEMENTS 20 PARCELS
222.013		Matanzas Woods Parkway	PALM COAST	CITY OF PALM COAST	INFRASTRUCTURE EASEMENT ROW
222.018		PALM COAST PKWY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
222.019		SR 312	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
222.200		AG CENTER DRIVE	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
222.022	143	THUNDERBIRD DRIVE	SEBASTIAN	SJRWMD	VACANT LAND REVIEW
223.002	4225 & 4229	PACETTI ROAD	ST AUGUSTINE	ST JOHNS COUNTY	POND EASEMENT ROW
223.003		CR 208	ST AUGUSTINE	ST JOHNS COUNTY	ROW ACQUISITION
223.004		KINGS ESTATE ROAD	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.005	180	PINE ISLAND ROAD	ST AUGUSTINE	ST JOHNS COUNTY	ROW ACQUISITION
223.006		TOMOKA FARMS ROAD	PORT ORANGE	PORT ORANGE	LAND ACQUISITION
223.007		TAYLOR CREEK	ORANGE COUNTY	SJRWMD	VACANT LAND REVIEW
223.008		SARTORI EXCHANGE	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
223.009		FRENCH AVE	VOLUSIA	Eminent Domain Specialists	REVIEW BORROW PIT
223.010		MATANZAS WOODS PARKWAY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION 3 PARCELS
223.011	241	RIBERIA STREET	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.013	2310	CR 13 SOUTH	ELKTON	ST JOHNS COUNTY	LAND ACQUISITION
223.014		ATLANTIC ROAD	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.015		CR 13 North	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.017		WHITEVIEW PARKWAY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
223.018		FULTON STREET	DAYTONA	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.019		FULTON STREET	DAYTONA	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.020	819	MADELINE AVE	PORT ORANGE	CITY OF PORT ORANGE	LAND ACQUISITION
223.021		SR 16 & PACETTI ROAD	ST. AUGUSTINE	ST JOHNS COUNTY	RETENTION POND
223.022	403	PORPOISE POINT DRIVE	VILANO BEACH	ST JOHNS COUNTY	DRAINAGE EASEMENT ROW
223.023	222	cummings street	oak hill	City of oak hill	LAND ACQUISITION
223.024	A & B & C	3 parcels vacant land	NSB	City of NSB	LAND ACQUISITION 3 PARCELS
223.025		PEAVY GRADE ROAD	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
223.026	2627	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.027	2610	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.028	2640	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.029	2655	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.030	2675	ST. AUGUSTINE BLVD	ST AUGUSTINE	ST JOHNS COUNTY	T.C.E./ROW
223.031	1364	KINGS ESTATE ROAD	ST AUGUSTINE	ST JOHNS COUNTY	P.E. & T.C.E./ROW
223.032	1570	WILDWOOD DRIVE	ST. AUGUSTINE	ST. JOHNS COUNTY	SIDEWALK ACQUISITION ROW
223.035		HILLTOP ROAD-PINEDA-FULL TAKE	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.036		HILLTOP ROAD-TRI STATE	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.037	2705	HILLTOP ROAD-TACKETT	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.038	1405	KINGS ESTATE ROAD-KACHNYCZ	ST. AUGUSTINE	ST. JOHNS COUNTY	P.E. & T.C.E./ROW
223.039	2701	ELSIE ROAD-BROWN	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.040	1334	KINGS ESTATE ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.041	1340	KINGS ESTATE ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	P.E. & T.C.E./ROW
223.043		MATANZAS WOODS PARKWAY	PALM COAST	CITY OF PALM COAST	HOSPITAL EASEMENT ROW
223.044	VACANT	AIRPORT PARKING LOT	NEW SMYRNA BEACH	CITY OF NSB AIRPORT	LAND ACQUISITION
223.045	504	INDUSTRIAL	NEW SMYRNA BEACH	CITY OF NSB AIRPORT	LAND AND IMP. INDUSTRIAL
223.046	25	BUCKLEY DRIVE	DEBARY	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.048		SERRAO ACQUISITION	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
223.049	7001	A1A SOUTH	CRESCENT BEACH	ST. JOHNS COUNTY	ROW VACANT LAND
223.050		PINE ISLAND ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	ROW VACANT LAND
224.001		PARRISH ACQUISITION	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
224.003	403	Magnolia Street	CITY OF NSB	RON NEIBET	IMPROVEDMULTIUSE
224.004	120	Flagler	CITY OF NSB	RON NEIBET	IMPROVED OFFICE
224.005		DOSTER	CITY OF NSB	RON NEIBET	LAND ACQUISITION

TRIAL EXPERIENCE:

Ronald S. Crouse, ASA CRA, IFAS

Mr. Crouse has considerable experience as an expert witness and has been qualified as an expert in Volusia, Brevard and Seminole counties as well as federal courts in Orlando and Jacksonville, Florida. He was the appraiser of record for Brevard County Beach Restoration project with the issue being public vs. private beach rights which is now used as case law on this subject. He is often involved in providing valuation testimony in divorce cases, deficiency judgments and other types of litigation. *The most recent trial Mr. Crouse had to testify at as an expert witness was the Road Widening of SR 442 interchange with I-95 in Edgewater, Volusia County.*



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CROUSE, RONALD STEVEN
600 N RIDGEWOOD AVE
EDGEWATER FL 32132

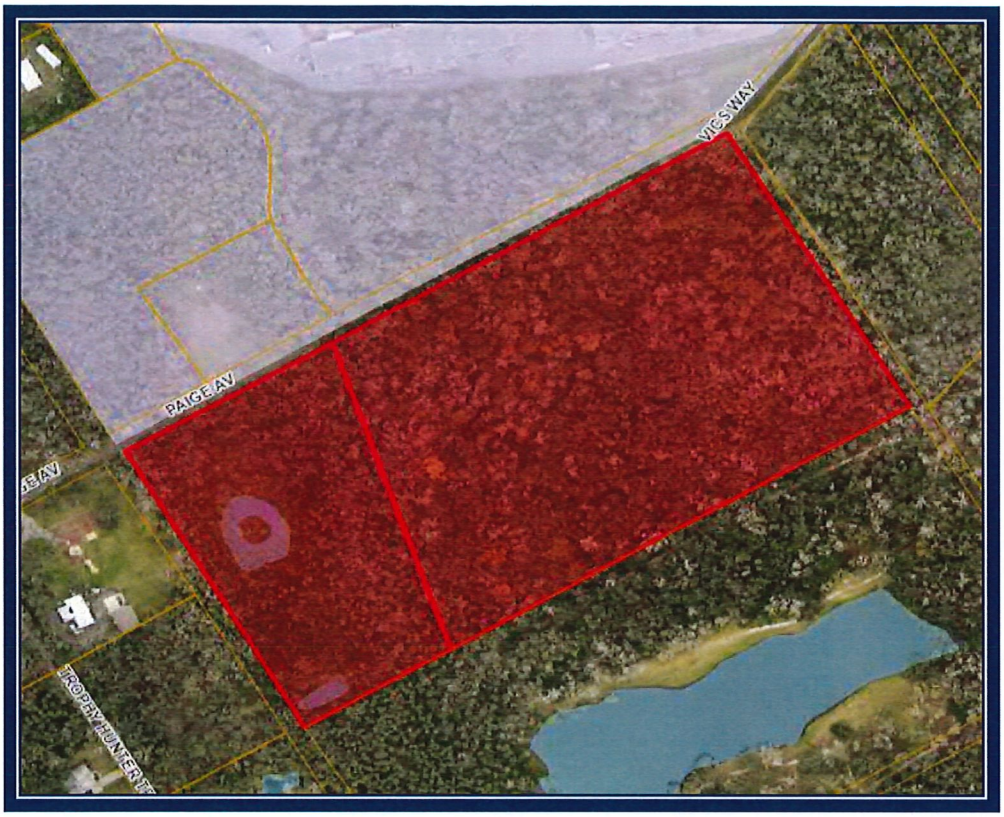
LICENSE NUMBER: RZ670
EXPIRATION DATE: NOVEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RESTRICTED APPRAISAL REPORT



20.2± ACRES UNIMPROVED LAND

TAX PARCELS #7343-06-00-0880 & #7343-06-00-0881
S/S PAIGE AVENUE
NEW SMYRNA BEACH, FL 32168

PREPARED FOR

CITY OF NEW SMYRNA BEACH
C/O MR. RON NEIBERT
ASSISTANT CITY MANAGER
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168

AS OF

APRIL 30, 2025

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

May 5, 2025

City of New Smyrna Beach
c/o Mr. Ron Neibert
Assistant City Manager
210 Sams Avenue
New Smyrna Beach, FL 32168

Dear Mr. Neibert:

In accordance with your request, we hereby submit a ***Restricted Appraisal Report*** on the following property:

20.2± ACRES OF UNIMPROVED LAND

TAX PARCELS #7343-06-00-0880 & #7343-06-00-0881
S/S PAIGE AVENUE
NEW SMYRNA BEACH, FL 32168

The purpose of the Restricted Appraisal Report is to form an opinion of *Market Value* for the above referenced property *"As Is",* to a single purchaser on a cash equivalent basis, assuming a reasonable marketing period. This property is appraised as a Fee Simple Estate, subject to typical mortgage loan encumbrances and utility easements. The intended use of the Restricted Appraisal Report is to assist the client in purchase negotiations. The intended user is *The City of New Smyrna Beach, c/o Mr. Ron Neibert.*

After careful investigation, it is our opinion the subject's estimated "*As Is*" **Market Value** of the Fee Simple Estate, as of April 30, 2025, was:

ESTIMATED "AS IS" MARKET VALUE

SEVEN HUNDRED THIRTY- SEVEN THOUSAND DOLLARS

($737,000)

Note: The subject is located on the south side of Paige Avenue, a platted, unopened right-of-way as it fronts the subject site. The value estimate provided in this report assumes the platted right-of-way could be opened to the subject site. This is an extraordinary assumption that may have affected the assignment results.

As requested, we have prepared a Restricted Appraisal Report. Therefore, a significant portion of the appraisal report has been abbreviated, specifically regarding the communication, presentation, and analysis of data. It should also be noted that there is a sufficiency of additional property information and market data retained within the appraiser's files which has been analyzed and serves to support the values and conclusions contained within the attached report. *The value contained within this letter is not valid unless it is attached to the accompanying Restricted Appraisal Report.*

It should be noted that this appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in the approval of a loan. Furthermore, our compensation is not contingent upon the reporting of a predetermined value, or direction in value, that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. I am currently certified under this program.*

If you should have any questions concerning this report, please do not hesitate to contact our office.

Respectfully submitted,

HEFFINGTON AND ASSOCIATES, LLC

*R. Todd Heffington, MAI
Cert Gen RZ 2368

Martin J. Concannon
Cert Gen RZ 907

RTH:MJC/jd
Enclosures

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ADDENDA
ENGAGEMENT LETTER
VOLUSIA COUNTY PROPERTY APPRAISER'S RECORD CARDS
LATEST DEED DATED NOVEMBER 14, 2021
R-4, VOLUSIA COUNTY URBAN SINGLE FAMILY RESIDENTIAL ZONING ORDINANCE
R-C, VOLUSIA COUNTY RESOURCE CORRIDOR ZONING ORDINANCE
CURRENT LISTING OF SUBJECT PROPERTY (AS PART OF A LARGER TRACT OF LAND)
NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY
NEIGHBORHOOD MAP
QUALIFICATIONS OF THE APPRAISERS

CERTIFICATION

The undersigned do hereby certify that, except as otherwise noted in this appraisal report:

1. To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the assumptions and limiting conditions and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective interest in the subject property, or the parties involved, that is the subject of this appraisal report.
4. I have no personal interest or bias with respect to the subject matter of this appraisal report nor the parties involved. My employment is not contingent on the amount reported.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions and conclusion were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice.
8. I have made a thorough inspection and careful investigation of the property herein described.
9. Martin J. Concannon, Cert. Gen. RZ 907, provided professional assistance in the data collection, writing and preparation of this appraisal report. The analysis and value conclusions were a joint effort.
10. This appraisal report sets forth all of the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. That, as of the date of this report, the undersigned has completed the requirements of the continuing education of the Appraisal Institute and is currently certified as a General Real Estate Appraiser by the State of Florida.
13. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, or conclusions were developed, and this report has been prepared in conformity with the requirements of the State of Florida for state-certified appraisals (Florida Statutes, Chapter 475, Part II). The use of this report is subject to the requirements of the State of Florida related to review by the Florida Appraisal Board.
14. The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. I, R. Todd Heffington, MAI, am currently certified under this program.
15. I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Martin J. Concannon
Cert. Gen. RZ 907
☑ Did ☐ Did Not
Inspect Property

R. Todd Heffington, MAI
Cert. Gen. RZ 2368
☑ Did ☐ Did Not
Inspect Property

HYPOTHETICAL CONDITIONS

1. None

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

1. The subject is located on Paige Avenue, a platted, unopened right-of-way as it fronts the subject site. The value estimate provided in this report assumes the platted right-of-way could be opened to the subject site. This is an extraordinary assumption that may have affected the assignment results.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This appraisal is intended to comply with the Scope of Work requirements enacted July 1, 2006 by the Uniform Standards of Professional Appraisal Practice.

2. This is a Restricted Use Report Format, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. The opinions and conclusions set forth in this report may not be understood properly without additional information in the appraiser's work file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

4. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property. The appraisers are not experts in engineering or construction and are not licensed constructions contractors.

8. It is assumed that there are no hidden or unapparent conditions on the property, subsoil, or structures that render it more or less valuable but are not apparent. This appraiser can assume no responsibility for such conditions or for arranging for engineering studies that may be required to discover them.

9. It is assumed that there is full compliance with all federal, state and local environmental regulations and laws unless otherwise stated in this report.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

11. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

13. It is assumed that the utilization of the land and improvements is within the boundaries or property liens of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumptions that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with requirements of the Americans with Disabilities Act ("ADA") which became effective January 26, 1992. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

16. Any proposed improvements are assumed to be completed in a professional manner in accordance with the submitted plans and specifications.

17. The distribution, if any, of the total valuation in this report between land and improvements, applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

18. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

19. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

20. The appraiser, by reason of this report, is not required to give testimony or attend court or any governmental hearing with reference to the property in question, unless arrangements have been previously made therefore.

EXECUTIVE SUMMARY

Property Location:	South side of Paige Avenue, west of Mission Drive, New Smyrna Beach, Volusia County, FL. The subject is located behind the New Smyrna Beach Regional Shopping Center.
Property Type Appraised:	Residential Land
Current Owner(s) of Record:	Blossom Development, Inc.
Parcel No(s):	7343-06-00-0880 & 7343-06-00-0881
Brief Legal Description:	Lengthy; please refer to a copy of the latest warranty deed presented in the Addenda of this report.
Property Rights Appraised:	Fee Simple
Effective Date/Date of Report:	April 30, 2025/May 5, 2025
Site Size:	20.2± Acres
Improvements:	None
Zoning:	R-4, R-4A, Single Family Residential & RC, Resource Corridor, County of Volusia
Future Land Use Designation:	UMI, Urban Medium Intensity & INC, Incorporated
Highest and Best Use "As If Vacant":	Residential
Market Value Opinion "As Is":	$737,000
Cost Approach -	Not Processed
Income Approach -	Not Processed
Direct Sales Approach -	$737,000
Flood Zone:	The subject site is located in a Flood Zone "AE", Community Panel No. 12127C0540J, dated September 9, 2017. The exact determination should be made by a surveyor. Flood Zone "AE" is an area designated as a high-risk flood zone by FEMA because of its proximity to flood plains, rivers, lakes, and other bodies of water.

PURPOSE OF THE APPRAISAL

The *purpose* of the appraisal is to form an opinion of Market Value of the subject property ***"As Is"***. The property is appraised as a Fee Simple Estate, subject to typical mortgage loan encumbrances and utility easements.

MARKET VALUE DEFINITION

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and each acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." [1]

EFFECTIVE DATE OF VALUE/ DATE OF THE APPRAISAL

The *effective date* of the appraisal is April 30, 2025. The *date* of the report is May 5, 2025.

INTENDED USE AND INTENDED USER OF THE APPRAISAL

The intended use of the Restricted Appraisal Report is to assist the client in purchase negotiations. The intended user is *The City of New Smyrna Beach, c/o Mr. Ron Neibert.*

INTEREST VALUED

The subject property is appraised as a Fee Simple Estate. As defined in the Dictionary of Real Estate Appraisal published by the American Institute of Real Estate Appraisers, a Fee Simple Estate is the *"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation."*

LEGAL DESCRIPTION

Lengthy; please refer to the latest warranty deed presented in the Addenda of this report.

---

[1] FDIC Interagency Appraisal and Evaluation Guidelines, December 2, 2010

THREE YEAR SALES HISTORY

Based on a review of the public records, it does not appear as if the subject has transferred within the last three years. The subject property is currently listed, as part of a larger tract of land (24.7 acres), for $1,250,000 or $50,607 per acre, and has been on the market for over thirteen months. A copy of the listing is included in the Addenda of this report.

REAL PROPERTY ASSESSMENT

The subject property is currently assessed by the Volusia County Tax Assessor for ad valorem taxes for the year 2024. The Volusia County Council of Governments determines the millage rate used in calculating the tax bill in October of each year. The tax collector issues the tax bill providing for a 4 percent discount of the bill if paid in November, a 3 percent discount for payment in December, a 2 percent discount if paid in January, and a 1 percent discount for payment in February. All taxes be come delinquent after March 31st of each year.

Tax Parcel No.	Assessed Value	Taxable Value	Total Gross Taxes
7343-06-00-0880	$158,613	$158,613	$2,797.37
7343-06-00-0881	$60,910	$60,910	$1,146.69

Taxes for this area are based on a millage rate of 17.60360 for 2024. Based on our analysis of the subject property and the final estimate of value, the assessment appears to be very favorable in the local market in terms of value as previously defined within this report. It should be noted the Volusia County Property Appraiser's assessment has *not* been relied upon in valuing the subject property and the assessment is included herein for informational purposes only.

IDENTIFICATION OF THE SUBJECT PROPERTY

The subject site consists of 20.20± acres of unimproved land, zoned for residential use, located on the south side of Paige Avenue, just west of Mission Drive, in New Smyrna Beach, Volusia County, Florida.

LAND USE PLANNING, ZONING, CONCURRENCY

The subject site is zoned R-4, R-4A, Single Family & RC, Resource Corridor, by the County of Volusia. The subject's zoning is consistent with the adopted Comprehensive Land Use Plan designation which is UMI, Urban Medium Intensity and INC, Incorporated. There are no known pending public developments or regulations likely to have an affect on the future zoning of the subject property. Based on an analysis of various parcels in this area, concurrency is not a limiting factor with respect to new development. The R-4 zoning classification requires a minimum site size of 7,500 square feet and the RC zoning classification requires a minium site size of 25 acres. That portion of the subject zone R-4A lies within the Airport Protection Overlay Zone, which has some height restrictions. A copy of the R-4 and RC zoning ordinances are presented in the Addenda of this report.

SCOPE OF WORK

Scope of Work is defined as the type and extent of research and analyses in an appraisal or appraisal review assignment. In order to produce a credible assignment, the appraisal work and analysis included:

* physically inspecting the surrounding market area;
* an analysis of regional and market area trends, including social, economic, governmental and environmental influences;
* an analysis of general value influences in the subject's competitive market;
* research of applicable tax data and physical characteristics;
* an analysis of the building improvements;
* an analysis of the highest and best use of the subject property, which considered pertinent variables, such as property characteristics, zoning, future land use, and support facilities, as well as exposure time; and,
* application of the Direct Sales Comparison Approach to arrive at an indication of value for the subject property "As Is".

Careful consideration was given to the applicability of each of the three approaches to value in this report. The subject of this appraisal assignment comprises the valuation of an unimproved parcel of residential land. In this case, only the Direct Sales Comparison Approach will be processed to form an opinion of Market Value, which is considered most credible when appraising this type of property (vacant residential land). Sufficient data was available in order to be reconciled into a final valuation estimate for the subject property.

In this case, the Cost and Income Approaches were not processed. The absence of these approaches are not intended to mislead the client.

The process of collecting data involved a search of the market area for comparable sales and listings. The search was made using data from the Volusia County Property Appraiser's Offices, the Clerk of the Circuit Court Official Record Books, the Multiple Listing Services, CoStar Research, conversations with local Realtors, LoopNet, etc.

Martin J. Concannon, Cert Gen RZ 907, provided significant professional assistance in the preparation of this appraisal report. The assistance included sales research, valuation analyses, property inspection, and assistance in the writing of the appraisal report. The analyses, valuations, and conclusions were a joint effort between R. Todd Heffington, MAI, and Martin J. Concannon. This is a Restricted Appraisal Report and further supporting documentation is retained in the appraiser's file.

ESTIMATED EXPOSURE TIME

The Dictionary of Real Estate Appraisal, 3rd Edition, defines *Exposure* on page 126 as: The time a property remains on the market, or the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is always considered to occur prior to the effective date of the appraisal.

The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions.

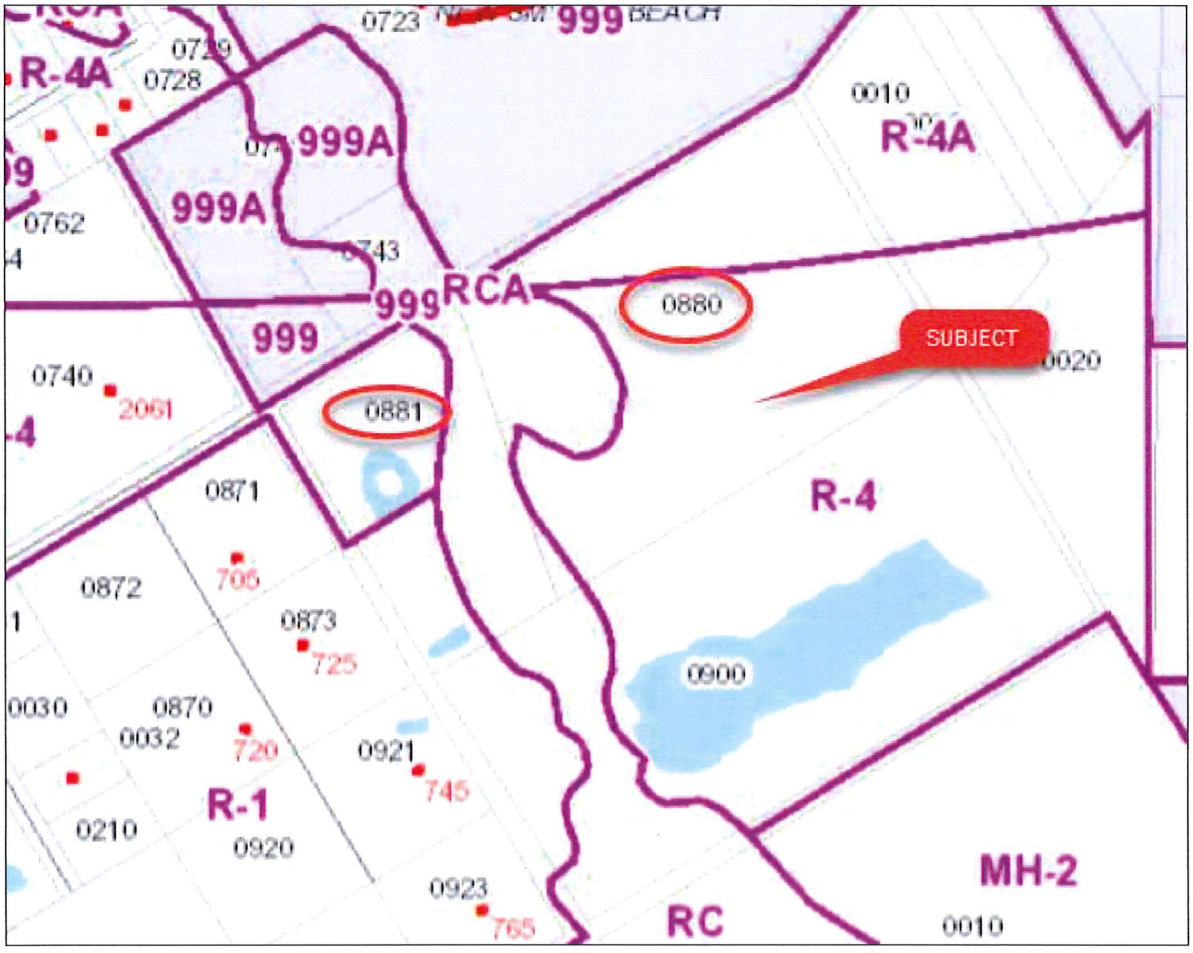
The Steller Multiple Listing Service indicated that from June 1, 2024 until April, 1, 2025 (eleven months), the average days on the market for unimproved residential land was approximately 2 months to closing and these properties sold at a list to sell ratio of 90.0 percent. The subject property, as part of a larger tract, has been listed for sale for 431 days. Therefore, we feel that with effective marketing and exposure, it may be possible for the subject to transfer within approximately 8 to 12 months at or near the appraised value estimate provided herein. This opinion also considers the subject property being placed on the market with a concentrated marketing effort by a knowledgeable and competent professional.

FLOOD MAP

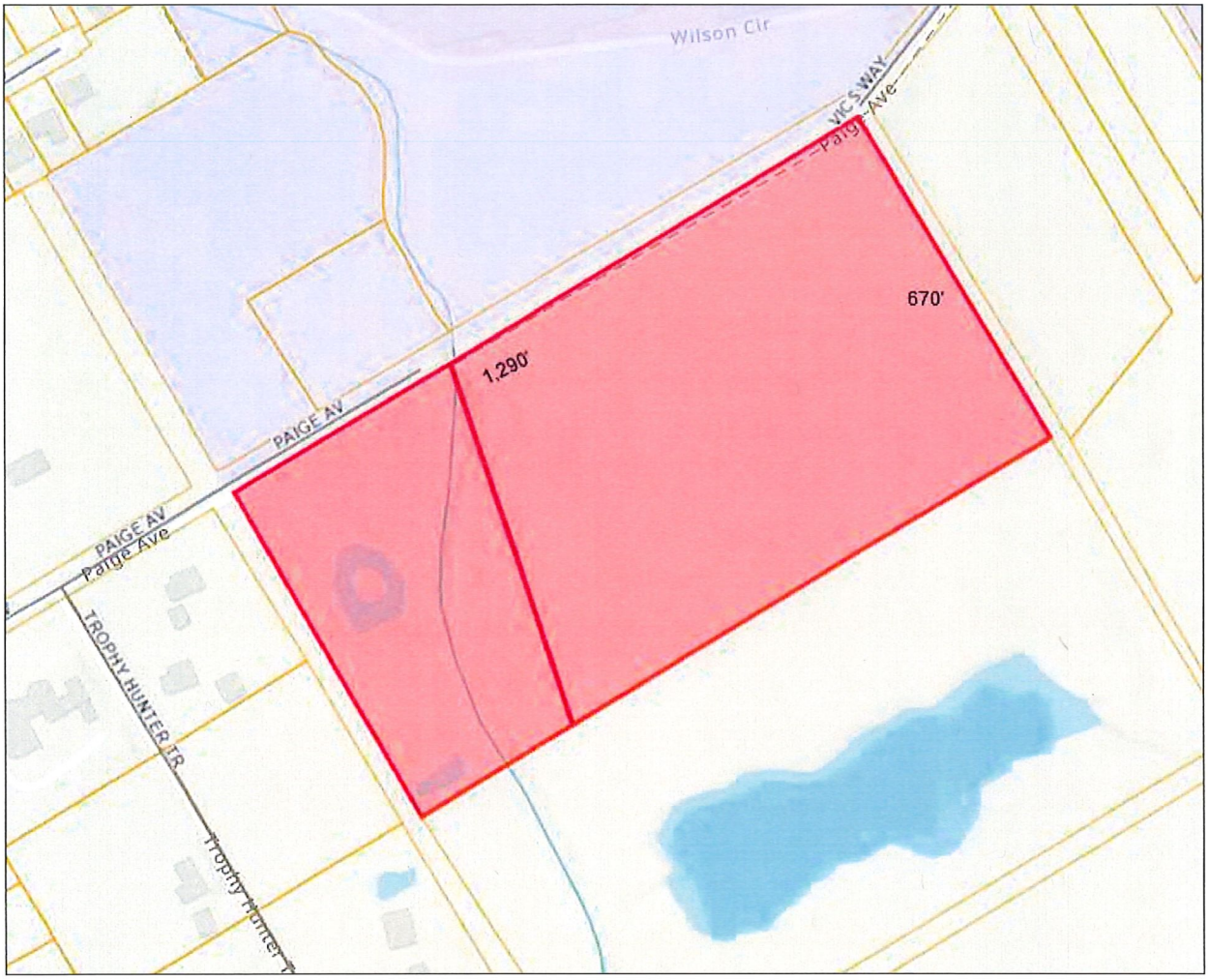
CITY OF NEW SMYRNA BEACH
125132
Zone AE
29.008742,-80.948747
12127C0540J
eff. 9/29/2017

ZONING MAP

R-4, SINGLE FAMILY & RC, RESOURCE CORRIDOR, VOLUSIA COUNTY



PROPERTY APPRAISER' PLAT



DESCRIPTION OF THE SITE

Location, Size, and Shape: The subject site is located on the south side of Paige Avenue, just west of Mission Drive, in New Smyrna Beach, Volusia County, Florida. The subject site is actually in unincorporated Volusia County. The site is rectangular and contains **20.20± acres** of land area. The site has approximately 1,290 feet of frontage on Paige Avenue (unopened) and a depth of 670± feet. We were not provided with an up-to-date survey or legal description. In the event a current survey indicates a significant difference from the site estimate shown herein, we reserve the right to adjust this report accordingly. Please refer to the previous page for visual orientation.

Access: The subject site is located on the south side of Paige Avenue, a platted, unopened right-of-way as it fronts the subject site. Paige Avenue, as it fronts the subject site, is a shell topped and grassed trail that begins behind the rear of the New Smyrna Beach Regional Shopping Center. Paige Avenue, as it extends west to the subject site, is a two lane paved right-of-way that terminates behind the shopping center. Paige Avenue also extends east from Corbin Park Drive to a point just east of Trophy Hunter Trail. It is paved up to this point then becomes a grassed trail. It is our assumption that Paige Avenue could be opened to the subject site for vehicular access.

Topography And Drainage: The site is generally level and is heavily wooded. The National Wetlands Inventory Map indicates that approximately fifty percent of the site is classified as wetlands PFO1Ad (see Addenda for details of this classification). Turnbull Creek traverses the site in an north/south direction near its westerly boundary line. There is no indication of wetlands on the Volusia County Property Appraiser's record card. The appraisers were not provided with a jurisdictional wetland survey or topographical survey. At the time of our inspection, there were no apparent unfavorable soil conditions found which might adversely affect the subject site. In the event soil tests or other sources should indicate detrimental soil conditions, the appraisers reserve the right to modify the value conclusions accordingly.

Utilities/Services Available: There are currently no public utilities are available to the subject site. All public utilities would have to be extended to the site, from either Mission Drive or Corbin Park Road, for development. On-site wells and septic tanks are typical for this area, and this factor is not considered to negatively impact the site's marketability. Police and fire protection are provided by the County of Volusia and the City of New Smyrna Beach. Telephone service is supplied by publicly regulated companies. Trash and garbage pick-up is contracted by a private company.

Flood Plain Data: Based on the FEMA issued flood maps, the majority of the subject site is in a Flood Zone "AE", Community Panel No. 12127C0540J, dated September 9, 2017. The exact determination should be made by a surveyor. Flood Zone "AE" is an area designated as a high-risk flood zone by FEMA because of its proximity to floodplains, rivers, lakes, and other bodies of water.

Easements, Encroachments, or Restrictions: Typical utility easements may apply. An up-to-date title search and survey is recommended.

Nearby Land Uses: A shopping center, fast food restaurants, apartments, single family dwellings, small acreage tracts of undeveloped land.

Highest and Best Use Estimate

As If Vacant: Residential Development

NATIONAL WETLANDS INVENTORY MAP

DIRECT SALES COMPARISON APPROACH

The Direct Sales Comparison Approach, or Market Data Approach as it is sometimes referred to, is an appraisal technique which utilizes recent transactions of similar comparable properties to derive an indication of value for the subject. These comparable properties are adjusted for variables to enhance their degree of comparability to the subject. Based upon those adjustments supported by market evidence, the appraisers are then able to develop a clear indication of value for the subject. This technique is particularly accurate when there is an active and normal sales market of similar properties and when the details of the transactions can be verified by reliable sources involved in the sale.

The Direct Sales Comparison Approach is based upon the principle of substitution, in that a knowledgeable buyer will not pay any more for a particular property than what it would cost to purchase a duplicate property with equal utility.

The *unit of comparison* utilized in this section of the report is based on the *selling price per acre of land area,* which is generally recognized as the best means of relating small acreage tracts of residential land the subject property.

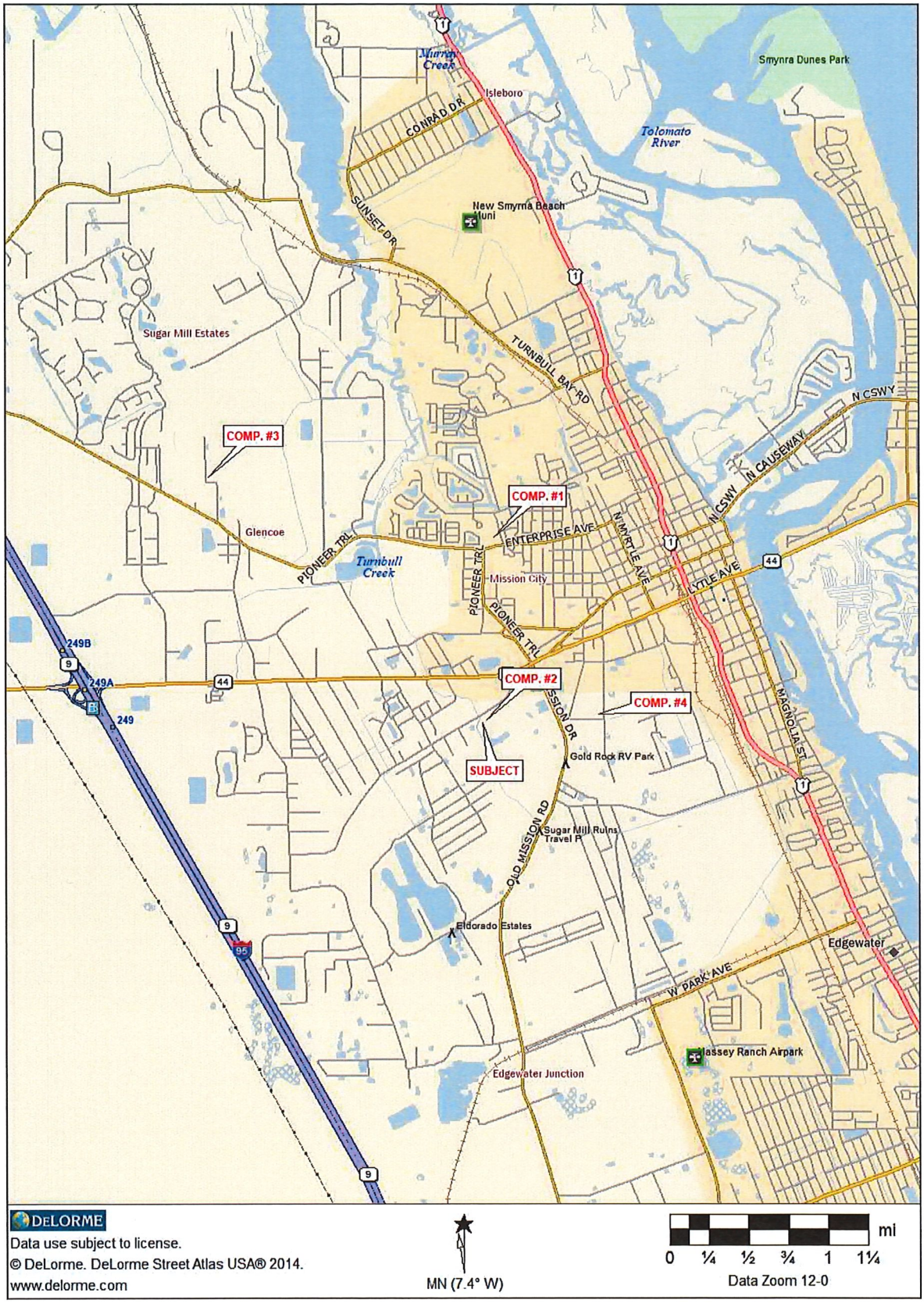
The sales/listings represent transactions which are considered comparable properties that represent valid indications of market activity and demand for this type of property in this locale. Though these transactions demonstrate a wide range in selling price per acre of land area, they bracket the subject's features and help narrow the value range.

A grid sheet analysis depicting adjustments to each comparable for its differences with the subject is presented on the following page followed by a location map and final analysis.

COMPARABLE SALES/LISTINGS ADJUSTMENT GRID

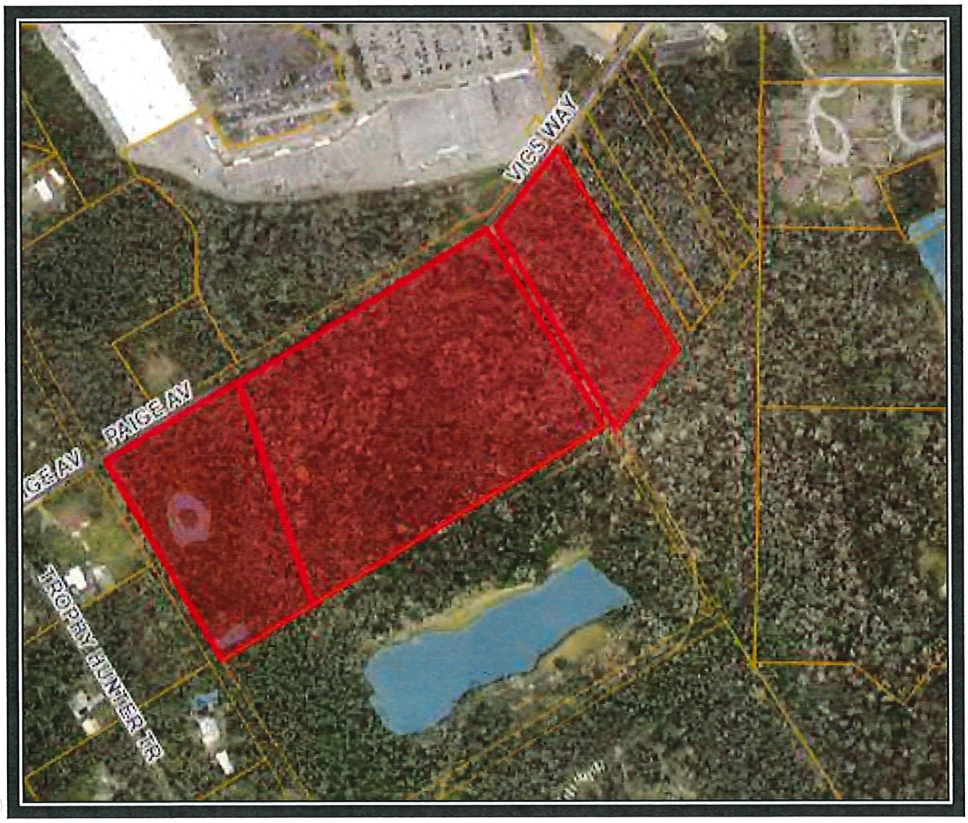
	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	COMPARABLE NO. 4
SALES INFORMATION	S/S PAIGE AVENUE	E/S HALLECK STREET	S/S PAIGE AVENUE	763 ALBERTA STREET	618 INGHAM ROAD
PROPERTY ADDRESS	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH
GRANTOR	BLOSSOM DEVELOPMENT, INC	COUNTRYSIDE LAKES II, L.L.C.	BLOSSOM DEV., INC.	JUDITH ANN JOHNS	NEWVIEW IRA FBO
GRANTEE	N/A	THE PACIFIC HOMES, LLC	N/A	DUNCAN DOWLING IV, ET UX	N/A
OR BK/PG	N/A	8440/3225	CURRENT LISTING	8370/2047	CURRENT LISTING
SALE PRICE	N/A	$600,000	$1,250,000	$299,900	$699,000
PRICE/PER ACRE	**$0.00**	**$58,423**	**$50,607**	**$52,157**	**$85,244**
PRIMARY ADJUSTMENTS					
PROPERTY RIGHTS	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	58,423	$50,607	$52,157	$85,244
FINANCING	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	$58,423	$50,607	$52,157	$85,244
CONDITIONS OF SALE	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	$58,423	$50,607	$52,157	$85,244
SALE DATE	N/A	07/23	CURRENT LISTING	02/23	CURRENT LISTING
ADJUSTMENT	0%	0%	-15%	0%	-15%
ADJUSTED PRICE/P.D.U.		**$58,423**	**$43,016**	**$52,157**	**$72,457**
OTHER ADJUSTMENTS					
LOCATION	AVERAGE	SUPERIOR	AVERAGE	AVERAGE	SUPERIOR
ADJUSTMENT	0%	-15%	0%	0%	-15%
INGRESS/EGRESS	FAIR	GOOD	FAIR	GOOD	AVG.
ADJUSTMENT	0%	-10%	0%	-10%	-5%
SIZE (ACRES)	20.20	10.27	24.70	5.75	8.20
ADJUSTMENT	0%	-12%	0%	-19%	-15%
SHAPE	RECTANGULAR	RECTANGULAR	RECTANGULAR	L SHAPED	RECTANGULAR
ADJUSTMENT	0%	0%	0%	5%	0%
TOPOGRAPHY	HEAVILY WOODED/LEVEL APPROX. 50% WETLANDS	HEAVILY WOODED/LEVEL APPROX. 100% WETLANDS	HEAVILY WOODED/LEVEL APPROX. 50% WETLANDS	CLEARED, LEVEL NO WETLANDS	PARTIALLY CLEARED (-) APPROX. 49% WETLANDS (+)
ADJUSTMENT	0%	10%	0%	-15%	0%
UTILITIES	NO UTILITIES AVAILABLE	ALL UTILTIES AVAILALABLE	NO UTILITIES AVAILABLE	NO UTILITIES	UTILITIES NEARBY
ADJUSTMENT	0%	-10%	0%	0%	-5%
FLOOD ZONE	ZONE "AE"	ZONE "AE"	ZONE "AE"	ZONE "X"	ZONE "X"
ADJUSTMENT	0%	0%	0%	-5%	-5%
ZONING	R-4 & RC	R-4, NSB, MULTI FAMILY	R-4 & RC	A-3, COUNTY, 1 ACRE HOMESITES	RA, NSB, 2.5 ACRE HOMESITES
ADJUSTMENT	0%	-10%	0%	0%	5%
ENTITLEMENTS	NONE	NONE	NONE	NONE	NONE
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTED PRICE/ACRE	**$0.00**	**$30,964**	**$43,016**	**$29,208**	**$43,474**
				ADJUSTED MEAN	**$36,666**

COMPARABLE LAND SALES/LISTINGS LOCATION MAP



COMPARABLE PHOTOGRAPHS - 1

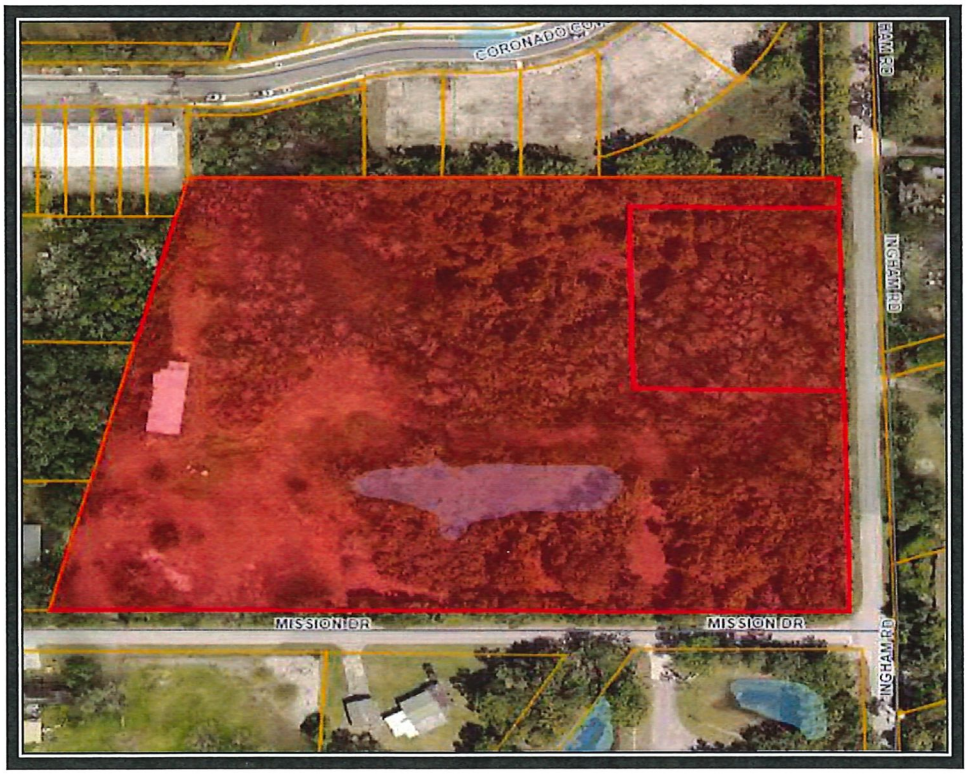
COMPARABLE NO. 1 - 10.27 ACRES
W/S HALLECK STREET, NEW SMYRNA BEACH



COMPARABLE NO. 2 - 24.7 ACRES
S/S PAIGE AVENUE, NEW SMYRNA BEACH

COMPARABLE PHOTOGRAPHS - 2

COMPARABLE NO. 3 - 5.75 ACRES
763 ALBERTA STREET, NEW SMYRNA BEACH



COMPARABLE NO. 4 - 7.5 ACRES
618 INGHAM ROAD, NEW SMYRNA BEACH

ANALYSIS OF THE COMPARABLE LAND SALES/LISTINGS

Percentage adjustments to the comparable sales/listings have been made to reflect the differing characteristics. These adjustments are not supported by an exact quantitative analysis, but were based on what we believe would be the market's perception of the inferior, or superior qualities of the comparables as they relate to the subject. After listing and analyzing the comparable sales/listings, the appraisers logically interpolated these transactions into a value estimate for the subject based upon the pertinent factors highlighted in the ensuing discussion.

The comparables represent land sales/listings that are all zoned for residential use and are located in New Smyrna Beach.

Comparable No. 1 sold in July, 2023 for $600,000 or $58,423 per acre. This is a 10.27 acre tract of land located on Halleck Street. We adjusted this comparable downward for its superior location, superior accessability, smaller size, availability of utilities and superior zoning. An upward adjustment was made for it inferior topography.

Comparable No. 2 is a current listing of 24.7 acres located on the south side of Paige Avenue just south of SR 44. The subject represents a portion of this listing. This property is currently listed for $1,250,000 or $50,607 per acre. No other adjustments were made to this comparable.

Comparable No. 3 is a 5.75 acre tract of land located on Alberta Street. This site sold in February 2023 for $299,000 or $52,157 per acre. This comparable was adjusted downward for its superior accessability, smaller size, superior topography and flood zone rating. A small upward adjustment was made for is inferior shape.

Comparable No. 4 is a current listing of 8.2 acres located on Ingham Road. This property is currently listed for $699,000 or $85,244 per acre. This comparable was adjusted downward because it is a listing, and we have found listings of small acreage, residential parcels very seldom sell at list price. We also adjusted this comparable downward for its superior location, accessability, smaller size, availability of utilities and, superior flood zone rating. We made upward adjustments this comparable upward for its inferior topography and zoning.

The four comparables indicated a range in selling/listing price from $50,607 to $85,244 per acre. After adjustments, the comparables provided a range of value from $29,208 to $43,474 per acre. The adjusted mean value was $36,666 per acre.

The four comparables have been considered equally, more or less, in this analysis. Based on the above information, we consider an estimate of $36,500 per acre of land area to be reasonable and appropriate. Calculations are provided below.

20.20± Acres @ $36,500 Per Acre = $737,300

R/T = $737,000

VALUE INDICATED BY DIRECT SALES COMPARISON APPROACH

SEVEN HUNDRED THIRTY- SEVEN THOUSAND DOLLARS

($737,000)

FINAL OPINION OF VALUE

As discussed in the Appraisal Process, only the Direct Sales Comparison Approach was processed; therefore, the final reconciliation is limited to this approach. There were an adequate number of comparable sales that indicated a reasonable final estimate of Market Value by judging the quantity and quality of the data.

Thus, after considering all of the above information, it is our opinion the estimated Market Value of the subject site **"As Is"**, as of April 30, 2025, was:

ESTIMATED "AS IS" MARKET VALUE

SEVEN HUNDRED THIRTY- SEVEN THOUSAND DOLLARS

($737,000)

ADDENDA

ENGAGEMENT LETTER
VOLUSIA COUNTY PROPERTY APPRAISER'S RECORD CARDS
LATEST DEED DATED NOVEMBER 14, 2021
R-4, VOLUSIA COUNTY URBAN SINGLE FAMILY RESIDENTIAL ZONING ORDINANCE
R-C, VOLUSIA COUNTY RESOURCE CORRIDOR ZONING ORDINANCE
CURRENT LISTING OF SUBJECT PROPERTY (AS PART OF A LARGER TRACT OF LAND)
NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY
NEIGHBORHOOD MAP
QUALIFICATIONS OF THE APPRAISERS

Marty Concannon

From: Neibert, Ronald <RNeibert@cityofnsb.com>
Sent: Wednesday, April 2, 2025 9:11 AM
To: Marty Concannon
Subject: FW: Appraisals

From: Neibert, Ronald
Sent: Wednesday, April 2, 2025 8:38 AM
To: Marty Concannon <marty@heffingtonandassociates.com>
Subject: Appraisals

Marty:

Please conduct an appraisal of the following properties:

7343-0600-0880; 7343-0600-0881&7324-1205-0010

Thanks,

Ron Neibert
Assistant City Manager
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168
Office (386) 410-2612
rneibert@cityofnsb.com
www.cityofnsb.com

PLEASE NOTE: Florida has a very broad public records law. E-mail communications to or from City of New Smyrna Beach officials and employees are public records and are available upon request. If you have received this message in error, please notify us immediately by replying to this message and delete it from your computer. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information (outlined in the FBI_CJIS_Policy) via email is prohibited.

** Please consider the negative environmental impacts associated with printing email **

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE CITY OF NEW SMYRNA BEACH FLORIDA
www.cityofnsb.com

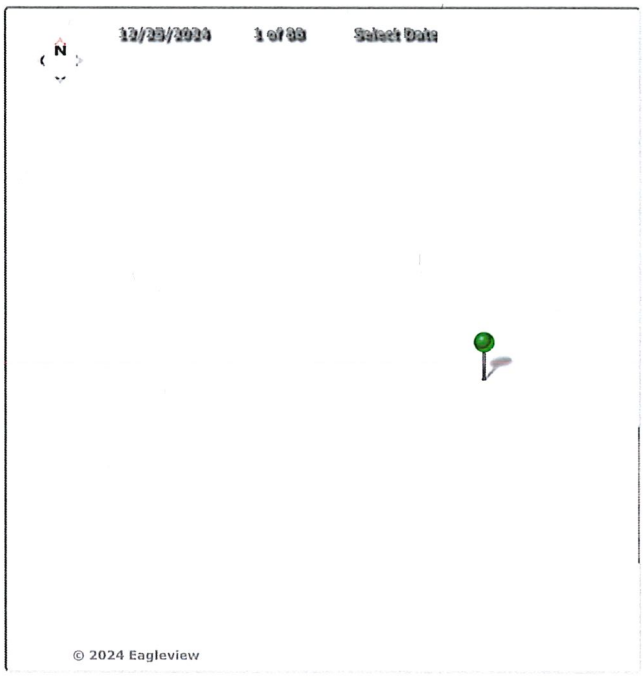
Stay on top of sales! Recent sales data now available for viewing on our website.

Volusia County Property Appraiser
Larry Bartlett, JD, CFA
We Value Volusia

Select Language

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3732791
Parcel ID:	734306000880
Township-Range-Section:	17 - 33 - 43
Subdivision-Block-Lot:	06 - 00 - 0880
Physical Address:	, NEW SMYRNA BEACH 32168
Owner(s):	BLOSSOM DEVELOPMENT INC - FS - Fee Simple - 100%
Mailing Address On File:	1215 GESSNER DR HOUSTON TX 77055 *Update Mailing Address*
Building Count:	0
Neighborhood:	4458 - NAPIER & HULL MB 2 PG 42 *Neighborhood Sales*
Subdivision Name:	NAPIER & HULL GRANT
Property Use:	0000 - VACANT RES
Tax District:	600-UNINCORPORATED - SOUTHEAST
2024 Final Millage Rate:	17.6036
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	LOT 88 E OF DITCH & LOT 89 NAPIER & HULL GRANT PER OR 4797 P GS 1911-1912



Values & Exemptions

Land & Buildings | Sales | Legal

Property Tax Bill

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0013-VAC PVD 15 - 19.99 AC	N	A-ACRE		15.2000				15,000	$159,600
									Total Land Value:	$159,600

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
				Total Miscellaneous Value:		$0

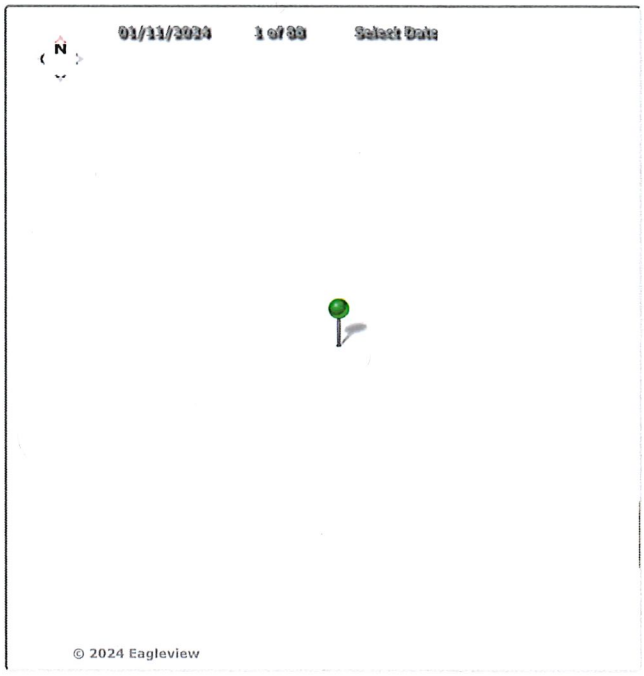
Stay on top of sales! Recent sales data now available for viewing on our website.

Volusia County Property Appraiser
Larry Bartlett, JD, CFA
We Value Volusia

Select Language

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3732804
Parcel ID:	734306000881
Township-Range-Section:	17 - 33 - 43
Subdivision-Block-Lot:	06 - 00 - 0881
Physical Address:	, NEW SMYRNA BEACH 32168
Owner(s):	BLOSSOM DEVELOPMENT INC - FS - Fee Simple - 100%
Mailing Address On File:	1215 GESSNER DR HOUSTON TX 77055 *Update Mailing Address*
Building Count:	0
Neighborhood:	4458 - NAPIER & HULL MB 2 PG 42 *Neighborhood Sales*
Subdivision Name:	NAPIER & HULL GRANT
Property Use:	0000 - VACANT RES
Tax District:	600-UNINCORPORATED - SOUTHEAST
2024 Final Millage Rate:	17.6036
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	LOT 88 W OF DRAINAGE DITCH NAPIER & HULL GRANT PER OR 4797 P GS 1911-1912



Values & Exemptions

Land & Buildings | Sales | Legal

Property Tax Bill

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0017-VAC UNPVD 5 - 9.99 AC	N	A-ACRE		5.0000				32,000	$80,000
									Total Land Value:	$80,000

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

12/31/2001 16:19
Doc stamps 1365.00
(Transfer Amt $ 195000)
Instrument # 2001-281206
Book: 4797
Page: 1911

Return to:
Name:
Address:

This Instrument Prepared:
Regina M. Shover
Southern Title of Central Florida, LLC.
1000 S. RIDGEWOOD AVENUE
EDGEWATER, Florida 32132
as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
7343-06-00-0880
Grantee(s) S.S.#(s):
File No:**EW011572**

SOUTHERN TITLE

WARRANTY DEED

This Warranty Deed Made the **14th day of November, 2001**, by **LOLA FAYE JONES, INDIVIDUALLY, AND AS TRUSTEE OF THE LOLA FAYE JONES REVOCABLE TRUST OF 1991 DATED MAY 21, 1991 AND JUDY FAYE JONES, INDIVIDUALLY, AND AS TRUSTEE OF THE JUDY FAYE JONES REVOCABLE TRUST OF 1991 DATED MAY 21, 1991**, , , hereinafter called the grantor, whose post office address is: P.O. BOX 1044, NEW SMYRNA BEACH, **FLORIDA, 32170**

to **BLOSSOM DEVELOPMENT, INC. A TEXAS CORPORATION,** whose post office address is: **3033 CHIMNEY ROCK SUITE 400, HOUSTON,** Texas **77056,** hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of $10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Volusia County, Florida, viz:

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

The property is not the homestead of the Grantor(s).
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to, reservations, restrictions and easements of record, if any.
(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)
In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: REGINA M. SHOVER

Lola Faye Jones
LOLA FAYE JONES AS TRUSTEE

Witness Signature: _____
Printed Name: PATRICIA M. STOWE

JUDY FAYE JONES, AS TRUSTEE

Witness Signature: _____
Printed Name:

Witness Signature: _____
Printed Name:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of NOVEMBER, 2001, by **LOLA FAYE JONES, INDIVIDUALLY, AND AS TRUSTEE OF THE LOLA FAYE JONES REVOCABLE TRUST OF 1991 DATED MAY 21, 1991 AND JUDY FAYE JONES, INDIVIDUALLY, AND AS TRUSTEE OF THE JUDY FAYE JONES REVOCABLE TRUST OF 1991 DATED MAY 21, 1991**, ~~who is/are~~ personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Regina M Shover
My Commission CC888511
Expires March 11, 2005

Printed Name: REGINA M. SHOVER
Notary Public
Serial Number

Book: 4797
Page: 1912
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

PART OF LOT 88 LYING EASTERLY OF CENTER LINE OF EXISTING DRAINAGE DITCH, CONTAINING 6 ACRES MORE OR LESS, AND LOT 89, DAUGHERTY'S SUBDIVISION OF THE THOMAS NAPIER GRANT AND THE N. 1/3 OF THE AMBROSE HULL GRANT, IN TOWNSHIP 17 S., RANGE 33 E., ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THAT PART OF LOT 88 LYING WESTERLY OF THE CENTER LINE OF EXISTING DRAINAGE DITCH, ALL BEING IN DAUGHERTY'S SUBDIVISION OF THE THOMAS NAPIER GRANT AND THE N. 1/3 OF THE AMBROSE HULL GRANT, IN TOWNSHIP 17 SOUTH, RANGE 33 EAST, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

R-4 URBAN SINGLE-FAMILY RESIDENTIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the R-4 Urban Single-Family Residential Classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted principal uses and structures: In the R-4 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to subsection 72-304).

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(16)).

Fire stations.

Home-based business (refer to section 72-283).

Houses of worship.

Parks and recreational areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Single-family standard or modular dwelling.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Bed and breakfast (refer to subsection 72-293(19)).

Cemeteries (refer to subsection 72-293(4)).

Communication towers exceeding 70 feet in height above ground level.

Day care centers (refer to subsection 72-293(6)).

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Excavations only for stormwater retention ponds for which a permit is required by this article.

Off-street parking areas (refer to subsection 72-293(14)).

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to subsection 72-293(1)).

Recreational areas (refer to subsection 72-293(3)).

Schools, parochial or private (refer to subsection 72-293(4)).

Dimensional requirements:

Minimum lot size:

Area: 7,500 square feet.

Width: 75 feet.

Minimum yard size:

Front yard: 25 feet.

Rear yard: 20 feet.

Side yard: 20 feet combined, minimum of eight feet on any one side.

Waterfront yard: 25 feet.

Maximum building height: 35 feet.

Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 850 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

(Ord. No. 81-39, § XII, 11-19-81; Ord. No. 82-20, § XIII, 12-9-82; Ord. No. 84-1, §§ III, VII, X, XII, 3-8-84; Ord. No. 85-2, § I, 3-14-85; Ord. No. 89-20, §§ VI, VII, 6-20-89; Ord. No. 90-34, § 17, 9-27-90; Ord. No. 92-6, § XIX, 6-4-92; Ord. No. 94-4, § XXI, 5-5-94; Ord. No. 97-19, § II, 8-7-97; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2009-17, § III, 5-21-09; 2021-14, § II, 7-20-21; Ord. No. 2021-34, § I(Exh. A), 12-14-21; Ord. No. 2023-04, § III, 2-21-23)

R-5 URBAN SINGLE

RC RESOURCE CORRIDOR CLASSIFICATION [6]

Purpose and intent: The purpose and intent of the RC Resource Corridor Classification is to provide protected, natural corridors consisting of environmentally sensitive and ecologically significant lands which connect to other protected areas such as parks and water bodies. The corridor shall provide a contiguous hydroecological pathway, where the wetlands and uplands are integrated and conducive to the maintenance and perpetuation of the system.

Permitted principal uses and structures: In the RC Resource Corridor Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Apiaries; provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Aquatic preserves (state or federal designated).

Aviaries; provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Docks in accordance with section 72-278.

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 3 of the Land Development Code of Volusia County [article III] and/or final plan review procedures of this article.

Fire stations.

Fishing, hunting and wildlife management areas.

Historical or archeological sites.

Hobby breeder.

Home-based business (refer to section 72-283).

Pasture for the grazing, boarding or raising of livestock, subject to the maximum lot coverage requirements below.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Silvicultural operations, which follow the most up to date state-prescribed best management practices.

Single-family standard, modular or mobile home dwelling.

Worm raising, provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Animal shelters.

Communication towers exceeding 70 feet in height above ground level.

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Except for those permitted principal uses and special exceptions listed hereunder, all agricultural pursuits, including the processing, packaging, storage and sale of agriculture products which are raised on the premises; provided however, that the total land area devoted to agricultural uses, including improved pasture, does not exceed 20 percent of the total lot area zoned RC and further provided that the RC classified area does not comprise part of a lot classified for residential commercial or industrial use.

Hunting camps.

Kennels.

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to section 72-293(1)).

Riding stables.

Dimensional requirements for lots, parcels and tracts of land zoned in its entirety as resource corridor.

Minimum lot sizes:

Area: 25 acres.

Width: 150 feet.

Minimum yard size:

Front yard: 50 feet.

Rear yard: 50 feet.

Side yard: 50 feet.

Waterfront yard: 75 feet.

Maximum building height: 45 feet.

Maximum lot clearance and coverage: Lot clearance can not exceed 20 percent. The area covered with principal and accessory buildings shall not exceed ten percent.

Minimum floor area: 750 square feet.

Dimensional requirements for lots, parcels or other tracts of land which are zoned a mixture of RC and another zone classification: In instances where Resource Corridor boundaries split existing lots parcels or tracts of land, the subject property may be subdivided into lots meeting the minimum lot area and width requirements of the zoning classification of the property not classified as Resource Corridor, providing that Resource Corridor classified lands are not counted as meeting part of the minimum lot area or lot width requirements of the other zone classification. In such instances, there shall be no minimum area or width requirements for the portion of the lot classified as RC. Development of lots classified as a mixture of RC and another zone classification shall be subject to the provisions of subsection 72-136(10) of this article.

Minimum lot size:

Area: No minimum for the portion of the lot classified as RC, providing that the minimum area requirement for the portion of the lot classified other than RC is met.

Width: No minimum for the portion of the lot classified as RC, providing that the minimum with requirement for the portion of the lot classified other than RC is met.

Minimum yard sizes: As provided for under subsection 72-136(10) of this article.

Maximum building height: 45 feet.

Maximum lot coverage: Lot clearance on the portion of the lot classified as RC cannot exceed 20 percent, and no more than ten percent of the portion of the lot classified as RC may be covered with

principal and accessory buildings. The portion of the lot classified other than RC shall be subject to the maximum lot coverage requirements of that zone classification.

Minimum floor area: As required for the portion of the lot not classified as RC.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

Skirting requirements for mobile home dwelling: The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.

(Ord. No. 92-6, § X, 6-4-92; Ord. No. 94-4, § XII, 5-5-94; Ord. No. 97-19, § II, 8-7-97; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2009-17, § III, 5-21-09; Ord. No. 2010-19, § II, 12-16-10; Ord. No. 2021-34, § I(Exh. A), 12-14-21; Ord. No. 2023-04, § III, 2-21-23)

Presenting:

2000 Paige Ave
Paige Ave 24.5 Acre Site

New Smyrna Beach, FL 32168

Land of 24.50 AC is for sale at $1,250,000 ($51,020.41/AC)

Investment Information

2000 Paige Ave - Paige Ave 24.5 Acre Site

New Smyrna Beach, FL 32168

Land of 24.50 AC is for sale at $1,250,000 ($51,020.41/AC)

For Sale Data

Sale Price:	**$1,250,000**
Price/AC	**$51,020.41**
Cap Rate:	**-**
Days on Market:	**416**
Sale Status:	**Active**
Sale Conditions:	**-**
Sale Type:	**Investment**

Sales Contacts

SVN | Alliance Commercial Real Estate Advisors
1275 W Granada Blvd
Suite 5B
Ormond Beach, FL 32176
(386) 310-7900

Chris Butera
Principal
(386) 453-4789 *phone*
(386) 677-7745 *fax*

Notes

Offered for sale is a 24.5+/- acre development site located in desirable New Smyrna Beach, FL. Ideally located just south of the New Smyrna Beach Regional Center (Publix anchored) on SR 44. The site can be accessed off Paige Avenue from the west and Mission Drive, via Vics Way, from the east. This central location allows quick access to I-95 as well as downtown NSB, Flagler Avenue and the beach.

This property would be ideal for an infill residential project, which are in high demand in New Smyrna Beach. The existing zoning is (R-4) in Volusia County and most likely a rezoning would be necessary. Contact broker for more details.

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Property Information

2000 Paige Ave - Paige Ave 24.5 Acre Site

New Smyrna Beach, FL 32168

Land of 24.50 AC is for sale at $1,250,000 ($51,020.41/AC)

Land Information

Parcel Size:	**24.50 AC**	Proposed Use:	**Single Family Development**
Zoning:	**R-4**	On-Site Improv:	**Raw land**
Density:	**-**	Owner Type:	**-**
Number Of Lots:	**-**	Lot Dimensions:	**-**
Improvements:	**-**		
Topography:	**Level**		
Off-Site Improv:	**Streets**		

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NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY

Classification Code: PFO1CD

System Palustrine (P): The Palustrine System includes all nontidal wetlands dominated by trees, shrubs, persistent emergents, emergent mosses or lichens, and all such wetlands that occur in tidal areas where salinity due to ocean-derived salts is below 0.5 ppt. It also includes wetlands lacking such vegetation, but with all of the following four characteristics: (1) area less than 8 ha (20 acres); (2) active wave-formed or bedrock shoreline features lacking; (3) water depth in the deepest part of basin less than 2.5 m (8.2 ft) at low water; and (4) salinity due to ocean-derived salts less than 0.5 ppt.

Class Forested (FO) : Characterized by woody vegetation that is 6 m tall or taller. Subclass Broad-Leaved Deciduous (1): Woody angiosperms (trees or shrubs) with relatively wide, flat leaves that are shed during the cold or dry season; e.g., black ash (Fraxinus nigra). Water Regime Seasonally Flooded (C): Surface water is present for extended periods especially early in the growing season, but is absent by the end of the growing season in most years. The water table after flooding ceases is variable, extending from saturated to the surface to a water table well below the ground surface.

Special Modifier Partially Drained/Ditched (d): A partly drained wetland has been altered hydrologically, but soil moisture is still sufficient to support hydrophytes. Drained areas that can no longer support hydrophytes are not considered wetland. This Modifier is also used to identify wetlands containing, or connected to, ditches. The Partly Drained/Ditched Modifier can be applied even if the ditches are too small to delineate. The Excavated Modifier should be used to identify ditches that are large enough to delineate as separate features; however, the Partly Drained/Ditched Modifier also should be applied to the wetland area affected by the ditching.

NEIGHBORHOOD MAP

DeLORME

Data use subject to license.

© DeLorme. DeLorme Street Atlas USA® 2014.

www.delorme.com

MN (7.4° W)

0 400 800 1200 1600 2000 ft

Data Zoom 14-0

QUALIFICATIONS OF THE APPRAISER

MARTIN CONCANNON
INDIAN RIVER APPRAISAL SERVICES, INC.
1114 N. PENINSULA AVENUE
NEW SMYRNA BEACH, FL. 32169
Email: marty@heffingtonandassociates.co

BUSINESS AND PROFESSIONAL AFFILIATIONS

Active Florida Real Estate Salesman License #0130821-4628
Certified General Appraiser License #RZ907

EDUCATION

University of Florida, Bachelor of Science Degree, Real Estate and Urban Land Studies, 1975
American Institute of Real Estate Appraisers
Course 8-2: Residential Valuation
Course 1A: Principles, Methods, Techniques of Appraising
Course 1B: Capitalization, Theory and Techniques of Appraising

APPRAISAL EXPERIENCE

Associated with Heffington & Associates, 1983 to Present
Security First Federal Savings and Loan, January 1976 to 1983
Completed appraisals on industrial properties, apartments, professional offices, medical offices, small and large acreage tracts of land, retail properties, mobile home parks etc.

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for dissolution of marriage, deficiency judgments, etc.

PARTIAL LIST OF CLIENTS

BB&T
Fairwinds Credit Union
Regions Bank
TD Bank
City of Daytona Beach
City of New Smyrna Beach
City of South Daytona
City of Edgewater
City of Deltona
County of Volusia
Daytona Beach International Airport
South State Bank N.A.
Farm Credit of Florida
Halifax Health
Seacoast Bank
Intracoastal Bank
City of DeLand
City of Ormond Beach
City of Port Orange
Ameris Bank
Surety Bank
Mainstreet Bank

QUALIFICATIONS OF THE APPRAISER

R. TODD HEFFINGTON, MAI
911 BEVILLE ROAD, STE. 8
DAYTONA BEACH, FL 32119
Email: todd@heffingtonandassociates.com

BUSINESS AND PROFESSIONAL AFFILIATIONS

Member, Appraisal Institute
State Certified General Real Estate Appraiser - State of Florida, License RZ2368
Florida Real Estate Salesman, License SL 0589200
Member DeLand-West Volusia Board of Realtors

EDUCATION

B.S. Degree Real Estate, University of Florida, 1992
Master of the Arts Degree in Real Estate, University of Florida, 1994
Numerous continuing education courses and seminars

APPRAISAL EXPERIENCE

Clayton, Roper, and Marshall, May 1993 through August 1993
Heffington & Associates, September 1, 1993 to Present

Completed appraisals on Single-family Residences, Vacant Residential Land, Agricultural Land, Producing Agricultural Properties, Vacant Commercial Properties, Apartment Developments, Industrial Properties, Golf Courses, Office Buildings, Condemnation Appraisals

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for condemnation, deficiency judgments, etc.

PARTIAL LIST OF CLIENTS

Surety Bank
Fairwinds Credit Union
Intracoastal bank
Ameris Bank
Barwick Bank
City of New Smyrna Beach
City of South Daytona
County Volusia
School Board of Volusia County
Florida Department of Transportation
South State Bank N.A.
Farm Credit of Florida
Mainstreet Community Bank
Seacoast Bank
City of Daytona Beach
City of DeLand
City of Ormond Beach
City of Port Orange
Daytona Beach International Airport
Halifax Health

PURHASE AND SALE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2025, between Blossom Development Inc. who mailing address is 1215 Gessner Drive Houston, TX 77055 ("Seller"), and **CITY OF NEW SMRYNA BEACH**, whose address is 210 Sams Avenue, New Smyrna Beach, FL, 32168, ("Buyer").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows:

SELLER

Blossom Development Inc.
1215 Gessner Drive
Houston, TX 77055
(386)410-2951

:

BUYER:

City Manager
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
(386)410-2610

With a copy to:

Carrie Avallone, City Attorney
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: (386) 410-2600
Email: cavallone@cityofnsb.com

B. Buyer acknowledges and agrees that Seller has a binding Option Agreement on that certain real property in Volusia County, Florida, which property is more particularly described in Exhibit "A" attached hereto and incorporation herein by this reference (hereinafter referred to as the "Property") and is not presently the owner of the Property. The Property includes any and all improvements, fixtures, timber, water and minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian rights, timber rights access rights and mineral rights.

C. Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the property from Seller on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale**. In consideration of an earnest money deposit by Buyer to Seller in the amount of One Hundred Dollars and 00/100 ($100.00) (the "Deposit") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period**. The period of time from the effective date of this Agreement through 20th day of July 2025 shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer.

3. **Purchase Terms**.

a. Price. The purchase price for the Property shall be Nine Hundred four thousand eight-hundred sixty dollars and 00/100 ($904,860.00) (the "Purchase Price") minus any offset applied to surveys and/or environmental inspection completed by buyer.

b. Method of Payment. The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

4. **Closing**. In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place on or before Sept. 1, 2025 at a time and place mutually agreeable to the parties. The closing agent shall be Professional title Agency 313 Julia Street, New Smyrna Beach, FL 32168.

The parties may arrange to close by mail.

Seller shall deliver to Buyer at closing the following documents prepared by Seller's counsel:

a. a special warranty deed to the Property meeting the requirements as to title of Section 6 below, together with a bill of sale for the personal property appurtenant to the Property, if any, and;

b. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than the Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below, and;

c. such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing

documents and conveyance of the Property to Buyer in accordance with this Agreement, and any of the requirements of the title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property.

d. closing statement

Possession of the Property shall pass to Buyer at time of closing.

5. **Closing Expenses and Prorations**:

a. Buyer's expenses:

i. Buyer's attorney's fees;

ii. If Buyer obtains financing for this transaction, including financing by the Seller, Buyer shall pay any documentary or other taxes which may be payable on the promissory note, the mortgage or deed of trust, and the recording costs of UCC statements and other security instruments, if any.

b. Seller's expenses:

i. the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy, including the costs or fees of the title insurance agency or attorney;

ii. transfer or documentary taxes, if any, on the deed of conveyance;

iii. recording fees, and the cost of preparing all documents necessary to satisfy the requirements of the title insurance commitment or remove encumbrances on Seller's title;

iv. buyer will coordinate the boundary survey and will deduct the cost expended from the total cost owed at the time of closing;

buyer will coordinate the boundary survey and will deduct the cost expended from the total cost owed at the time of closing;

v. Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.

c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. **Condition of Title**.

a. Within five (5) days of the effective date of this Agreement, Seller shall provide Buyer a commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of

the Property from Blossom Development Inc.. in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Seller.

b. Buyer may object to any matter of title that, in the opinion of Buyer, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and deliver to Seller with ten (10) days from the date of receipt of the title commitment by Buyer.

c. In the event Buyer timely notifies Seller of objections to title, Seller may attempt to cure, but is not obligated to cure such title defects within thirty (30) days from receipt of notice.

d. If after Seller is unable or unwilling to make title to the Property such as is required by Buyer by the closing date, then Buyer shall have the right to:

i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the parties shall be relieved of any further obligations hereunder;

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey**. Seller shall provide to Buyer a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Buyer. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-hundredth (1/100) of an acre. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Seller' surveyor discloses any state of facts which materially or adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above.

8. **Hazardous Materials and Audit Remediation.** Buyer, at its sole cost and expense, may obtain a Phase I Environmental Site Assessment ("ESA") performed in accordance with the requirements set forth in ASTME 1527-05. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report may, at the discretion of Buyer, be signed by a Professional Geologist or Professional Engineer qualified in geology obtained by Buyer. In the event that the Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

Notwithstanding the foregoing, such notice of termination may be suspended by Buyer if Seller gives notice with ten (10) days of receipt of Buyer's notice of termination, that Seller agrees to promptly carry out, at Seller's sole expense, and with contractors selected or approved by Buyer, all further investigations and remediation of the Property as is necessary to make the Property acceptable to Buyer within a time period acceptable to Buyer. If Seller elects to carry out such further investigation or remediation, the inspection period shall be

automatically extended until fifteen (15) days following Buyer's receipt of information from contractors that is satisfactory to Buyer, or letters of "no further action required" from the applicable regulatory agencies, indicating that either there is no more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or that the Property has been remediated to Buyer's satisfaction and complies with all governmental regulations.

9. **Representations and Warranties of Seller**. The Property will be conveyed by Seller to Buyer "AS IS". Seller represents and warrants to Buyer that Seller shall have good and marketable fee simple title to the Property by the time of closing. Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Buyer. If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to either:

a. terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property, or

b. defer the closing date for a period of up to Thirty (30) days to permit Seller to remedy the problem.

10. **Seller's Promise to Remove Personal Property**. Prior to closing Seller promises to remove or cause to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish or any other unsightly or offensive materials thereon, including, but not limited to, any tanks and hazardous substance in tanks, barrels, equipment, pipelines or other containers on the Property, provided that the cost of such removal does not exceed $1,000.

11. **Notices**. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by hand, email, first class mail, or courier service, in accordance with the information set forth in Recital "A."

12. **Binding on Successors**. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

13. **Remedies upon Default**. In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Seller shall pay to Buyer the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Seller's default. In the event that Buyer defaults in the performance of any of Buyer's obligations under this Agreement, Buyer shall pay to Seller the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Buyer's default.

14. **Entire Agreement/Modification**. This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of both parties.

15. **Counterparts**. The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

16. **Effective Date**. As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on he dates set forth below.

SEE FOLLOWING PAGES FOR SIGNATURES

SELLER:

Witness DOREEN HILL

By: Dan Silvestri, President

ATTEST:

Dan Silvestri, Secretary

Witness JENNIFER SAUCEDO

Date: _____

BUYER: CITY OF NEW SMYRNA BEACH

_____
Witness

By: _____
Name: Kevin A. Cowper
Title: City Manager

_____
Witness

Date: _____

Approved as to form and legality

BY: _____

EXHIBIT "A'
LEGAL DESCRIPTION

Parcel ID Number: 734306000880

LOT 88 E OF DITCH & LOT 89 NAPIER & HULL GRANT PER OR 4797 P
GS 1911-1912

AND

Parcel ID Number: 734306000881

LOT 88 W OF DRAINAGE DITCH NAPIER & HULL GRANT PER OR 4797 P
GS 1911-1912

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

CONSIDER THE APPROVAL OF A REAL ESTATE PURCHASE AGREEMENT FOR A TURNBULL CREEK CONSERVATION PROPERTY OWNED BY FESTIVAL PROPERTIES.

August 12, 2025

Background:

As part of the Turnbull Creek Master Plan and in an effort to meet the objectives of the 2018 $15 million Bond Referendum to acquire conservation properties within the Turnbull Creek Study area, Staff has negotiated and is presenting the attached Purchase Agreement for consideration. The proposed property is owned by Festival Properties and is located on the south side of Paige Avenue west of Mission Drive behind the NSB Regional Shopping Center. The property is comprised of a total of 4.5 acres. Festival Properties is requesting a purchase price of $195,140.00 The City had 2 appraisals completed on the property. The first was from Heffington Appraisal of Daytona Beach whose total appraisal is $205,000. The second appraisal was provided by Ronald Crouse of Edgewater, Florida whose total appraised value is $247,000.00. The average of the two appraisals is $226,000.00.

This contract is connected to the sale of the Blossom Development Agreement with a total purchase of $1,100,000.00 and a combined average appraisal of $1,063,500.00

Staff recommends approval of this agreement.

Findings:

An inspection conducted on 7/30 by the Police has indicated that the individuals residing on the property have been removed along with their personal items.

Fiscal Analysis:

Property will be purchased with Turnbull Bond proceeds.

Strategic Plan Item:

Yes

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

Festival 4.5 acres Vics Way.pdf
Appraisal Report-4.5 Acres SS of Paige Ave, New Smyrna Beach.pdf
Festival Agreement.pdf

RESTRICTED APPRAISAL REPORT

4.5 ACRES VACANT LAND

TAX PARCEL # 7324-12-05-0010
LOCATED ON VICS WAY

NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA 32168

PREPARED FOR

RON NEIBERT

ASSISTANT CITY MANAGER

CITY OF NEW SMYRNA BEACH

210 SAMS AVENUE

NEW SMYRNA BEACH, FL 32168

DATE OF INSPECTION – APRIL 18, 2025

DATE OF VALUE – APRIL 18, 2025

DATE OF REPORT – MAY 02, 2025

PREPARED BY

RONALD S. CROUSE, ASA, CRA, IFAS

STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ670

POMEROY PA APPRAISAL ASSOCIATES OF FLORIDA, INC.
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

May 02, 2025

Ron Neibert
Assistant City Manager
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168

Re: Restricted Appraisal Report of land Parcel # 7324-12-05-0010
Properties located on Vics Way, Volusia County FL 32168.
PAA File # 225.06

Dear Mr. Neibert:

In accordance with your request, I submit to you this Restricted Appraisal Report. The purpose of the appraisal is to estimate the market value "As Is" of the above-cited property.

This letter of transmittal is followed by the certification of the appraisal and the narrative appraisal report. Any data not contained in the report is retained in our file memorandum.

Particular attention is directed to the Underlying Assumptions and Limiting Conditions section of this report.

Summary of Value

Estimated "As Is" Value of Subject Property - **$247,000**

(As Vacant Land Only)

Thank you for the privilege of serving you.

Sincerely,

Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser RZ670

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1) The statements of fact contained in this report are true and correct.

2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

3) I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved; any specified interest or bias has not affected the impartiality of my opinions and conclusions.

4) My compensation for this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

5) My engagement in this assignment was not contingent upon developing or reporting predetermined results, requested minimum valuation, a specific valuation, or the approval of a loan.

6) My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics of the Appraisal Institute and the American Society of Appraisers

7) I have made a personal inspection of the property that is the subject of this report.

8) Mickey W. Smith, State-Certified General Real Estate Appraiser #RZ2364 helped in the data collection and analysis for this report.

9) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

10) The use of this report is subject to the requirements of the Appraisal Institute and the American Society of Appraisers relating to review by its duly authorized representatives.

11) I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.

Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser RZ670

SUMMARY OF SIGNIFICANT CONCLUSIONS	
Location	South Side of Vics Way, New Smyrna Beach, Volusia County, Florida, 32168.
Tax ID Account #	7344-12-05-0010
Legal Description	LOTS 1 BLK 5 WOODLAND MB 6 PG 134 PER OR 1556 PG 0500 PER OR 6513 PG 1166 PER OR 7124 PGS 2722-2723
Ownership	FESTIVAL PROPERTIES INC
Type of Property	Vacant Land fully wooded
Site Size	Rectangular parcel contains 4.5 ± acres Per Volusia County Property Appraiser. No survey was supplied to the appraiser. All figures were estimated by on line sources. The National Wetlands Inventory Map indicated That the entire parcel is identified as Freshwater Forested/Shrub Wetlands. However, county records show no wetlands. Would require survey.
Site Improvements	None Included
Improvements	None Included
Easements & Encroachments	None known that affects market value.
Current Assessment	$108,000 per (VCPA)
Current Taxes	$1,307 (VCPA)
Zoning / Future Land Use	It is zoned R-4 Urban single Family and RC Resource Corridor by Volusia County and Future Land use is ESC – Environmental Systems Corridor. No zoning information was supplied to the client. Zoning and Future Land Use were estimated from public records.
Highest & Best Use Vacant	Some type of residential use as allowed by zoning, planning regulations, any environmental constraints and demand by the market.
As Improved	N/A
Marketing/Exposure Period	12 to 24 months
Intended User	City of New Smyrna Beach
Date of Value	April 18, 2025
"As Is" Market Value	**$247,000** (As Vacant Land Only)

RESTRICTED APPRAISAL REPORT

This is a Restricted Use Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not present discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

CLIENT: City of New Smyrna Beach

APPRAISER: Ronald S. Crouse, ASA, CRA, IFAS
State Certified General Real Estate Appraiser RZ670

SUBJECT: South Side of Vics Way, New Smyrna Beach, Volusia County, Florida, 32168.Tax ID Account # 7324-12-05-0010

PURPOSE OF APPRAISAL: To estimate the market value as defined by the Office of the Comptroller of the Currency under F 12, Part 34, Subpart C.

INTENDED USE OF REPORT: For the sole purpose of assisting the client in establishing a market value for the subject property for internal matters of the client.

INTEREST VALUED: Market value of the subject property in Fee Simple Estate.

EFFECTIVE DATE OF VALUE: April 18, 2025

DATE OF INSPECTION: April 18, 2025

DATE OF REPORT: May 02, 2025

MARKETABILITY: The subject site is compatible with the neighborhood, and demand for this type property is average in this location.

Marketing Period – Exposure Time

"Marketing Period" is defined as follows:

The most probable amount of time necessary to expose a property, in its entirety, to the open market in order to achieve a sale. Implicit in this definition are the following characteristics.

- The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar type properties.

- The property will be offered at a price reflecting the most probable mark-up over the market value used by sellers of similar type properties.

- A sale will be consummated under the terms and conditions of the definition of market value.

"Exposure Time" is defined as follows:

Exposure time is a "retrospective" opinion, looking back (from the effective date) to the beginning of the "hypothetical" process of selling the asset, so that the sale would have been consummated on the "effective date" of appraisal.

We estimate the subject property should sell after a marketing effort of approximately 12 to 24 months at or near the appraised value. It is our opinion that a 12-to-24-month exposure time is adequate for the subject property.

REAL ESTATE APPRAISED: Tax identification Account Number 7324-12-05-0010.

OWNERSHIP AND SALES HISTORY: According to the tax records, the subject property is under the ownership of FESTIVAL PROPERTIES INC. There has been no recorded arm's length transaction in the last five years.

ZONING: REFER TO SUMMARY OF SIGNIFICANT CONCLUSIONS

IMMEDIATE NEIGHBORHOOD DATA: The neighborhood has seen growth, especially in the residential areas; the interior residential areas are around 70-80% built out although land is still available to the west. Westward expansion of the city, including west of I-95, has brought increasing demand for conveniently located commercial support services. Land along State Road 44 is well situated to meet this need. We expect the neighborhood; especially its residential, commercial and service uses will continue to be in demand.

SITE DESCRIPTION

Location: The subject is located South Side of Vics Way which intersects with Mission Road to the East providing access to State Road. Access is provided to the site by a dirt path drive. This road links with a paved section of this same road around 100± feet to the East which leads to an existing subdivision. It is our assumption the site would be accessible for residential development.

Size/Shape: The topography generally level to rolling and 100% wooded. The site is a rectangular parcel and contains 4.5 ± acres Per Volusia County Property Appraiser. No survey was supplied to the appraiser. All figures were estimated by on line sources.

Utilities: There are currently no utilities connected to the site. All available services would need to be run to the site. On site utilizes are typical in the area and this is not believed to impact the sites marketability.

Access: Access is provided to the site by a dirt path drive. This road links with a paved section of this same road around 100± feet to the East.

Wetlands: The National Wetlands Inventory Map indicates that the entire site is within wetland classification (see addendum for details). However, county records show no wetlands. Would require survey.

IMPROVEMENTS: None

HIGHEST AND BEST USE: The Highest and Best Use as vacant would be for some type of residential use as allowed by zoning, planning regulations, any environmental constraints and demand by the market. (Report makes the general assumption that the site can be improved)

APPRAISAL SCOPE, DEVELOPMENT AND REPORTING PROCESS: This Restricted Appraisal Report is based on market data that has been used in estimating a value conclusion for the subject property.

In conducting the appraisal assignment, the appraiser first collected preliminary public record search data and made an initial search of available market sales, trends, and influences. A physical inspection of the subject property was made. The appraiser is not an expert in matters of pest control, structural engineering, hazardous waste, survey, or title matters, and no expertise or warranty is implied in these or other areas.

The appraiser has also relied upon secondary data sources such as public records, real estate brokers, etc., and primary data collected by the appraiser. To the extent possible, this data has been confirmed by the participants in the market or public records information. The most applicable and/or comparable information has been used in our analysis as deemed essential to support our value conclusions. The elements considered in our analysis were the market value of the Fee Simple Estate.

In developing this appraisal an attempt was made to locate properties that are similar in appeal, size, with similar development potential thereby reflecting the least amount of variances. The appraiser narrowed his search to the sales that best reflect the elements of the subject property. Sometimes, in the research process, it becomes necessary to expand the search parameters. We searched for sales of similar type parcels in the city of New Smyrna Beach and surrounding area. We identified several sales and the most reliable were used in our analysis to estimate of value for the overall subject property as vacant.

The sales utilized in this report are considered the most similar and the most reliable value indicators at time of appraisal.

The approach used in estimating the market value of the subject property was the Sales Comparison Approach. This restricted Appraisal Report sets forth only the appraiser's conclusions. Supporting documentation is retained in the appraiser's file.

To estimate the market value of the subject property as vacant

RELATIVE COMPARISON METHOD OF ANALYSIS:

A qualitative technique for analyzing comparable sales; used to estimate whether the characteristics of a comparable property are inferior, superior, or equal to those of the subject property. Relative comparison analysis is similar to paired data analysis, but quantitative adjustments are not derived. This was the method used for the analysis of the subject property.

RELATIVE COMPARISON:

Property Rights

The subject property was appraised according to property rights known as fee simple estate. The exact definition is included in this report. Fee simple estate infers absolute ownership unencumbered by any other interest of estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. All of the comparable properties were sold in fee simple, and so no adjustments were required for this aspect of ownership.

Financing Terms

Sale prices for identical properties can differ due to influences of different financing arrangements. Below market interest rates tend to increase sale prices, while interest rates above market can result in decreased sale prices. The subject property was appraised on a cash equivalent basis; so, all comparables should reflect cash equivalent sales prices. All of the comparable properties that were verified were sold for cash, or were considered cash equivalent, and no adjustments were necessary.

Conditions of Sale

Conditions of sale refer to the motivations of the buyer and seller, and whether the sale was an "arm's-length transaction" or not. Sale prices can be influenced because the parties are related to one another through business or family. Also, prices can be lower than market because the seller needs cash in a hurry, or prices can be higher because a developer may need a site as an assemblage. The motivations of the buyers and sellers of the comparable properties used in this analysis were questioned during the verification process for each sale.

Market Conditions

The market conditions adjustment relates to the economic conditions of the market at the time of the comparable sale compared to market conditions at the effective date of the appraisal. Changes in market conditions may be caused by fluctuation in supply and demand, interest rates, inflation or deflation, and overall economic factors. The real estate market for this type property appears to be stabilizing. All sales are within a time frame that no adjustment is warranted

Other Elements

All other differences that are considered to impact value in comparison with the sales to the subject will be addressed in a short narrative format to help the reader understand the process and need for the adjustments.

Element	Subject	Sale 1		Sale 2		Sale 3	
Location	Vics Way New Smyrna Beach	Tatum Blvd New Smyrna Beach		Halleck Street New Smyrna Beach		N. Glencoe Rd New smyrna Beach	
Land Area Acres	4.50	13.53		10.27		18.05	
Use	R-4/RC	Similar		Similar		Similar	
Sale Price		$750,000	ADJ.	$600,000	ADJ.	$950,000	ADJ.
Sale Price Per SF Land		$55,432		$58,423		$52,632	
Property Rights Conveyed	Fee Simple	Fee Simple	0%	Fee Simple	0%	Fee Simple	0%
Adjusted Sales Price		$750,000		$600,000		$950,000	
Financing Terms		Market	0%	Market	0%	Market	0%
Adjusted Sales Price		$750,000		$600,000		$950,000	
Conditions of Sale		Arm's Length	0%	Arm's Length	0%	Arm's Length	0%
Adjusted Sales Price		$750,000		$600,000		$950,000	
Sale Date	5/2/2025	10/23/2023		7/28/2023		5/2/2025	
Market Conditions	0	1.5	0%	1.8	0%	0.0	0%
Adjusted Sales Price		$750,000		$600,000		$950,000	
Adjusted Sale Price		$750,000		$600,000		$950,000	
Adjusted Sale Price/Acre		$55,432		$58,423		$52,632	
Other Adjustments							
Location	Average	Average	0	Average	-	Superior	-
Size Acres	4.50	13.53	+	10.27	+	18.05	+
Access/Frontage	Average	Average	0	Superior	-	Superior	-
Zoning	R-4/RC	Similar	0	Similar	0	Similar	0
Topography	Rolling/Wooded	Rolling/Wooded	0	Rolling/Wooded	0	Cleared	-
Utility/Shape	Average	Inferior	+	Superior	-	Average	0
		$55,432	Similar	$58,423	Lower	$52,632	Similar

INDICATED SUBJECT VALUE		
High	$58,423	
Low	$52,632	
Mean	$55,496	
Median	$55,432	

4.50	@	$55,000	Per Acre	$247,500
			Reconciled Value:	$247,000

ADJUSTMENTS

SALE 1 - $55,432 per acre. This is the sale of a generally similar vacant parcel of land. This sale is generally similar to the subject in all respects, except for:

Size: The subject is smaller than all sales and typically larger similar parcels of land sell at a lower unit value than similar smaller tracts of land.

Utility/Shape: The subject's utility is considered superior to Sale 1.

Overall, this sale's index price is felt to be less than what the subject should expect.

SALE 2 - $58,423 per acre. This is the sale of a generally similar vacant parcel of land. This sale is generally similar to the subject in all respects, except for:

Size: The subject is smaller than all sales and typically larger similar parcels of land sell at a lower unit value than similar smaller tracts of land.

Access: The subject is located on a shell street which would require the owner to pay for at least the minimum level of access requirements allowed by planning and zoning. All sales are located along existing roads. This factor required all sales to receive a minus

Overall, this sale's index price is felt to be higher to what the subject should expect.

SALE 3 - $52,632 per acre. This is the sale of a generally similar vacant parcel of land. This sale is generally similar to the subject in all respects, except for:

Location: The subject is located in close proximity to main existing development. Sale 1 is considered more rural and inferior. Sale 3 is considered superior and warranted a minus adjustment.

Size: The subject is smaller than all sales and typically larger similar parcels of land sell at a lower unit value than similar smaller tracts of land.

Access: The subject is located on an undeveloped platted road which would require the owner to pay for at least the minimum level of access allowed by planning and zoning.
All sales are located along existing roads. This factor required all sales to receive a minus adjustment.

Topography: The subject is heavily wooded and wood require clearing prior to development. Sale 3 is cleared or mostly cleared and would receive a higher unit value warranting a minus adjustment.

Overall, this sale's index price would be slightly more to what the subject should expect.

INDICATED LAND VALUE BY THE SALES COMPARISON APPROACH

Varying degrees of emphasis were placed on all sales. Based on our analysis we conclude that the estimated value of the subject as vacant land is $55,000 per acre. Resulting in the following valuation for the subject property:

4.5 Acres @ $55,000/ AC = **$247,000 (R)**

RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE

The Sales Comparison Approach was utilized in valuing the land. Therefore, based on the foregoing facts, the fair market value of the subject property, land only, as of the date of valuation, is estimated to be **$247,000.**

SUBJECT LOCATION MAP

AERIAL OF SUBJECT PROPERTY

Volusia County Property Appraiser

5/8/2025, 12:53:45 PM

Parcel
Override 1
Streets
Parcel Text
Water Body Names
Water Bodies
County Boundary

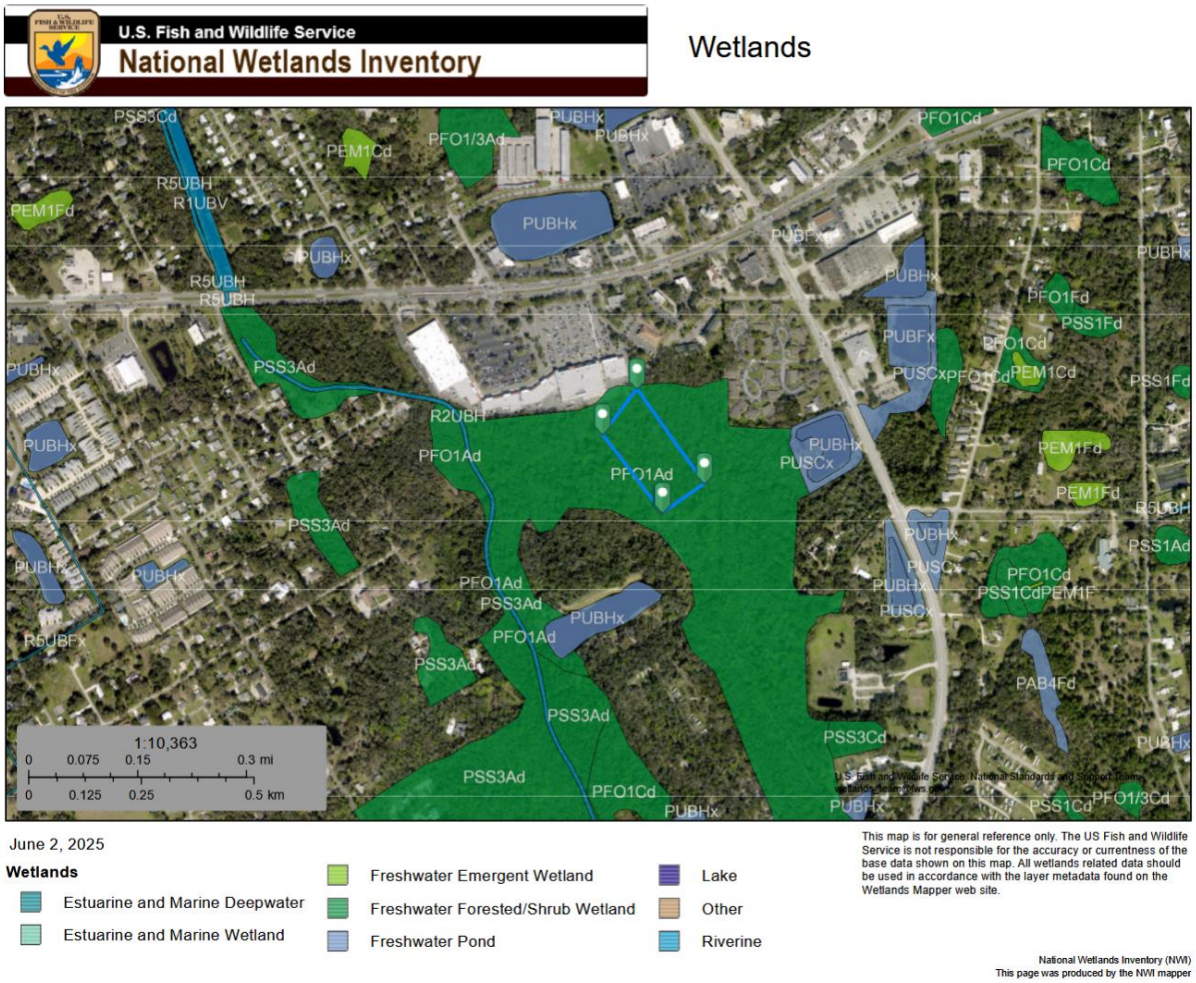
1:9,028

0 0.1 0.2 0.4 mi
0 0.15 0.3 0.6 km

State of Florida, Maxar

ArcGIS Web AppBuilder
VCPA 2021

WETLANDS MAP



June 2, 2025

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

Classification code: PFO1Ad
System **Palustrine (P)** : The Palustrine System includes all nontidal wetlands dominated by trees, shrubs, persistent emergents, emergent mosses or lichens, and all such wetlands that occur in tidal areas where salinity due to ocean-derived salts is below 0.5 ppt. It also includes wetlands lacking such vegetation, but with all of the following four characteristics: (1) area less than 8 ha (20 acres); (2) active wave-formed or bedrock shoreline features lacking; (3) water depth in the deepest part of basin less than 2.5 m (8.2 ft) at low water; and (4) salinity due to ocean-derived salts less than 0.5 ppt.

Class **Forested (FO)** : Characterized by woody vegetation that is 6 m tall or taller.
Subclass **Broad-Leaved Deciduous (1)** : Woody angiosperms (trees or shrubs) with relatively wide, flat leaves that are shed during the cold or dry season; e.g., black ash (Fraxinus nigra).

Water Regime **Temporary Flooded (A)** : Surface water is present for brief periods (from a few days to a few weeks) during the growing season, but the water table usually lies well below the ground surface for the most of the season.

Special Modifier **Partially Drained/Ditched (d)** : A partly drained wetland has been altered hydrologically, but soil moisture is still sufficient to support hydrophytes. Drained areas that can no longer support hydrophytes are not considered wetland. This Modifier is also used to identify wetlands containing, or connected to, ditches. The Partly Drained/Ditched Modifier can be applied even if the ditches are too small to delineate. The Excavated Modifier should be used to identify ditches that are large enough to delineate as separate features; however, the Partly Drained/Ditched Modifier also should be applied to the wetland area affected by the ditching.

SALE 1

Volusia County Property Appraiser

6/3/2025, 9:25:01 PM

Parcel
Streets
Parcel Text
Water Body Names
Water Bodies
County Boundary

1:9,028

0 0.1 0.2 0.4 mi
0 0.15 0.3 0.6 km

State of Florida, Maxar

ArcGIS Web AppBuilder
VCPA 2021

SALE 1

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3840739
Parcel ID:	743000000120
Township-Range-Section:	17 - 34 - 30
Subdivision-Block-Lot:	00 - 00 - 0120
Owner(s):	OAK GROVE ON PARK AVE LLC - FS - Fee Simple - 100%
Mailing Address On File:	220 CHARLES ST PORT ORANGE FL 32129 3426
Physical Address:	, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	4072 - S MYRTLE & CAVEDO
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	604-EDGEWATER
2024 Final Millage Rate:	18.5435
Homestead Property:	No
Agriculture Classification:	No
Short Description:	30 17 34 LOT 2 S OF DECALA GRANT & E OF SPANISH MISSION HTS NO 2 & LOTS 3 & 6 E OF SPANISH MISSION HTS NO 3 EXC PART PER OR 4593 PG 4319 PER OR 8475 PG 4510

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$287,513	$287,513	$287,513
Just/Market Value:	$287,513	$287,513	$287,513

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/ Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$287,513	$287,513	$0	$287,513	1.5000	$431.27
0012	DISCRETIONARY	$287,513	$287,513	$0	$287,513	0.7480	$215.06
0011	REQ LOCAL EFFORT	$287,513	$287,513	$0	$287,513	3.0370	$873.18
0050	GENERAL FUND	$287,513	$287,513	$0	$287,513	3.2007	$920.24
	LAW	$287,513	$287,513	$0	$287,513	1.5994	$459.85

SALE 1

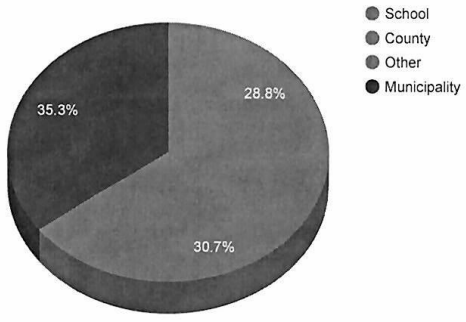
0053	ENFORCEMENT FUND					
0055	LIBRARY	$287,513	$287,513	$0	$287,513	0.3891	$111.87
0520	MOSQUITO CONTROL	$287,513	$287,513	$0	$287,513	0.1647	$47.35
0530	PONCE INLET PORT AUTHORITY	$287,513	$287,513	$0	$287,513	0.0692	$19.90
0058	VOLUSIA ECHO	$287,513	$287,513	$0	$287,513	0.2000	$57.50
0057	VOLUSIA FOREVER	$287,513	$287,513	$0	$287,513	0.2000	$57.50
0065	FLORIDA INLAND NAVIGATION DISTRICT	$287,513	$287,513	$0	$287,513	0.0288	$8.28
0120	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$287,513	$287,513	$0	$287,513	0.7506	$215.81
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$287,513	$287,513	$0	$287,513	0.1793	$51.55
0290	EDGEWATER	$287,513	$287,513	$0	$287,513	6.3300	$1,819.96
0291	EDGEWATER I&S 2005	$287,513	$287,513	$0	$287,513	0.0200	$5.75
0292	EDGEWATER I&S 2016	$287,513	$287,513	$0	$287,513	0.1267	$36.43
						18.5435	$5,331.50

Non-Ad Valorem Assessments

Project	# Units	Rate	Amount

Estimated Ad Valorem Tax:	$5,331.50
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$5,331.50**
Estimated Tax Amount without SOH/10CAP ⓘ	$5,331.50

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2024	$287,513	$0	$287,513	$287,513	$0	$287,513	$0

SALE 1

2023	$287,513	$0	$287,513	$29,052	$0	$29,052	$258,461
2022	$161,007	$0	$161,007	$28,206	$0	$28,206	$132,801
2021	$161,007	$0	$161,007	$27,384	$0	$27,384	$133,623
2020	$161,007	$0	$161,007	$27,006	$0	$27,006	$134,001
2019	$161,007	$0	$161,007	$26,399	$0	$26,399	$134,608
2018	$143,871	$0	$143,871	$25,907	$0	$25,907	$117,964
2017	$143,871	$0	$143,871	$25,374	$0	$25,374	$118,497
2016	$143,871	$0	$143,871	$24,852	$0	$24,852	$119,019

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0012-VAC PVD 10 - 14.99 AC	N	A-ACRE		13.5300				25,000	$287,513
								Total Land Value:		$287,513

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
				Total Miscellaneous Value:		$0

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.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/ Unqualified	Vacant/Improved	Sale Price
8475 / 4510	2023216509	10/23/2023	WD-WARRANTY DEED	MULTI-PARCEL	VACANT	$750,000
4593 / 4319	2000169449	08/15/2000	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$45,500
4593 / 4317	2000169448	08/15/2000	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	$10

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.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
30 17 34 LOT 2 S OF DECALA GRANT & E OF SPANISH MISSION HTS NO 2 & LOTS 3 & 6 E OF SPANISH MISSION HTS NO 3 EXC PART PER OR 4593 PG 4319 PER OR 8475 PG 4510	604	17 - 34 - 30	00 - 00 - 0120	06-JAN-82

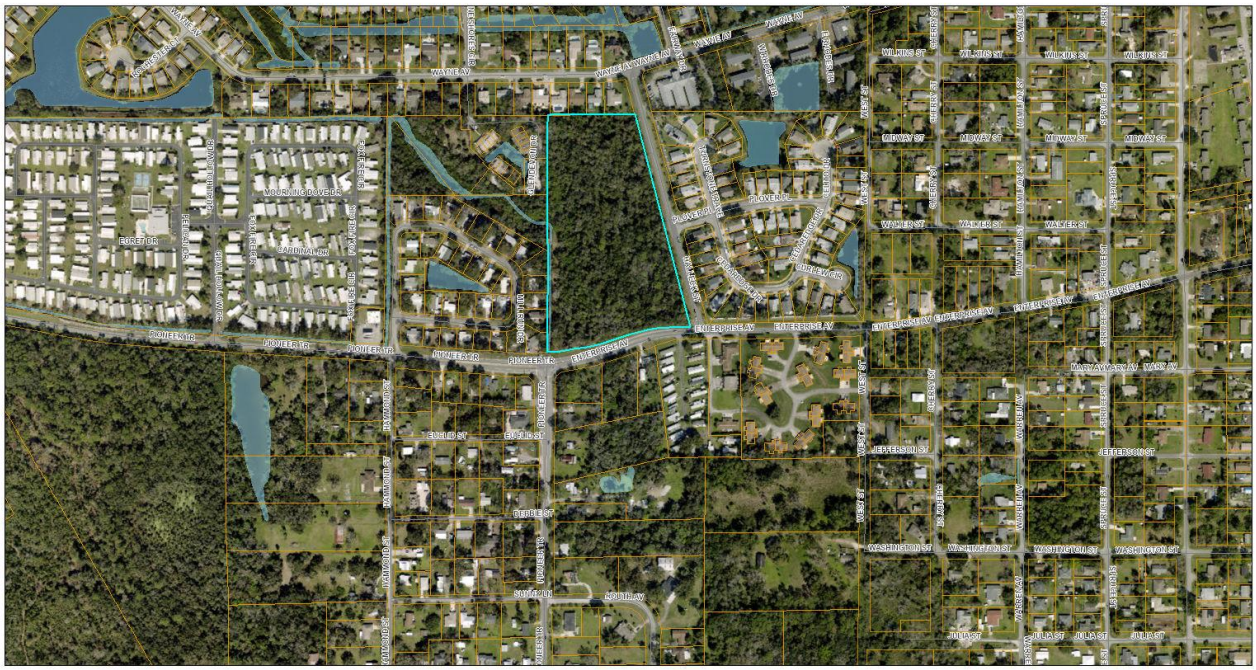
Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

SALE 2

Volusia County Property Appraiser



6/3/2025, 9:32:13 PM

1:4,514

Parcel | Parcel Text | Water Bodies

Streets | Water Body Names | County Boundary

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

State of Florida, Maxar

ArcGIS Web AppBuilder
VCPA 2021

SALE 2

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3705203
Parcel ID:	731300000061
Township-Range-Section:	17 - 33 - 13
Subdivision-Block-Lot:	00 - 00 - 0061
Owner(s):	PACIFIC HOMES LLC - FS - Fee Simple - 100%
Mailing Address On File:	40873 GLENPANE WAY ALDIE VA 20105 4111
Physical Address:	HALLECK ST, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	7469 - NSB- MISC MXD W OF HWY 1
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	601-NEW SMYRNA BEACH
2024 Final Millage Rate:	16.7933
Homestead Property:	No
Agriculture Classification:	No
Short Description:	13-17-33 NE 1/4 OF SE 1/4 N OF ENTERPRISE RD & W OF CR & EXC PART FOR WIDENING ENTERPRISE RD PER OR 2171 PG 0675 PER OR 3146 PG 1828 PER OR 5262 PG 4169 PER OR 8440 PG 3225

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$513,500	$513,500	$462,150
Just/Market Value:	$513,500	$513,500	$462,150

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/ Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$513,500	$513,500	$0	$513,500	1.5000	$770.25
0012	DISCRETIONARY	$513,500	$513,500	$0	$513,500	0.7480	$384.10
0011	REQ LOCAL EFFORT	$513,500	$513,500	$0	$513,500	3.0370	$1,559.50
0050	GENERAL FUND	$513,500	$513,500	$0	$513,500	3.2007	$1,643.56
	LAW	$513,500	$513,500	$0	$513,500	1.5994	$821.29

SALE 2

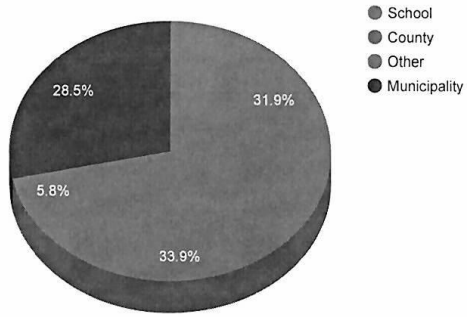
0053	ENFORCEMENT FUND					
0055	LIBRARY	$513,500	$513,500	$0	$513,500	0.3891 $199.80
0520	MOSQUITO CONTROL	$513,500	$513,500	$0	$513,500	0.1647 $84.57
0530	PONCE INLET PORT AUTHORITY	$513,500	$513,500	$0	$513,500	0.0692 $35.53
0058	VOLUSIA ECHO	$513,500	$513,500	$0	$513,500	0.2000 $102.70
0057	VOLUSIA FOREVER	$513,500	$513,500	$0	$513,500	0.2000 $102.70
0065	FLORIDA INLAND NAVIGATION DISTRICT	$513,500	$513,500	$0	$513,500	0.0288 $14.79
0120	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$513,500	$513,500	$0	$513,500	0.7506 $385.43
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$513,500	$513,500	$0	$513,500	0.1793 $92.07
0272	NEW SMYRNA BCH I&S 2018	$513,500	$513,500	$0	$513,500	0.0895 $45.96
0270	NEW SMYRNA BEACH	$513,500	$513,500	$0	$513,500	4.6370 $2,381.10
						16.7933 $8,623.36

Non-Ad Valorem Assessments

Project	# Units	Rate	Amount

Estimated Ad Valorem Tax:	$8,623.36
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$8,623.36**
Estimated Tax Amount without SOH/10CAP ⓘ	$8,623.36

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2024	$513,500	$0	$513,500	$513,500	$0	$513,500	$0
2023	$462,150	$0	$462,150	$462,150	$0	$462,150	$0
2022	$462,150	$0	$462,150	$447,361	$0	$447,361	$0

SALE 2

2021	$410,800	$0	$410,800	$406,692	$0	$406,692	$0
2020	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2019	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2018	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2017	$369,720	$0	$369,720	$369,720	$0	$369,720	$0
2016	$369,720	$0	$369,720	$369,720	$0	$369,720	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0003-VAC M/F 10/MORE	N	A-ACRE		10.2700				50,000	$513,500
								Total Land Value:		$513,500

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
				Total Miscellaneous Value:		$0

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.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/ Unqualified	Vacant/Improved	Sale Price
8440 / 3225	2023156747	07/28/2023	WD-WARRANTY DEED	QUALIFIED	VACANT	$600,000
5262 / 4169	2004040030	02/18/2004	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$400,000
3146 / 1828	1988068873	05/15/1988	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$76,000
2171 / 0675		05/15/1980	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$47,000
2164 / 0418		04/15/1980	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$61,000
1683 / 0087		11/15/1973	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$50,000

Property Description

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Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
13-17-33 NE 1/4 OF SE 1/4 N OF ENTERPRISE RD & W OF CR & EXC PART FOR WIDENING ENTERPRISE RD PER OR 2171 PG 0675 PER OR 3146 PG 1828 PER OR 5262 PG 4169 PER OR 8440 PG 3225	601	17 - 33 - 13	00 - 00 - 0061	01-JAN-82

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit,

SALE 3

Volusia County Property Appraiser

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Parcel
Streets
Parcel Text
Water Body Names
Water Bodies
County Boundary

1:2,257

0 0.03 0.05 0.1 mi
0 0.04 0.07 0.15 km

State of Florida, Maxar, Microsoft

ArcGIS Web AppBuilder
VCPA 2021

SALE 3

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3708571
Parcel ID:	731400000250
Township-Range-Section:	17 - 33 - 14
Subdivision-Block-Lot:	00 - 00 - 0250
Owner(s):	S & M AG LLC - FS - Fee Simple - 100%
Mailing Address On File:	17 WHISTLING DUCK CT DAYTONA BEACH FL 32119
Physical Address:	N GLENCOE RD, NEW SMYRNA BEACH 32168
Building Count:	0
Neighborhood:	4022 - PIONEER/WMS SOUTH TO 44
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	601-NEW SMYRNA BEACH
2024 Final Millage Rate:	16.7933
Homestead Property:	No
Agriculture Classification:	No
Short Description:	14 17 33 SW 1/4 OF SW 1/4 N OF OLD RR R/W & W OF CNTY RD EXC BLK 9 GLENCOE AKA BLKS 5 TO 8 INC & BLK 10 & HODGE HOME LOT W OF CO RD GLENCOE MB 2PG 6 PER OR 3247 PG 0701 & PER OR 55

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$325,803	$325,803	$325,803
Just/Market Value:	$325,803	$325,803	$325,803

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/ Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$325,803	$325,803	$0	$325,803	1.5000	$488.70
0012	DISCRETIONARY	$325,803	$325,803	$0	$325,803	0.7480	$243.70
0011	REQ LOCAL EFFORT	$325,803	$325,803	$0	$325,803	3.0370	$989.46
0050	GENERAL FUND	$325,803	$325,803	$0	$325,803	3.2007	$1,042.80
	LAW	$325,803	$325,803	$0	$325,803	1.5994	$521.09

SALE 3

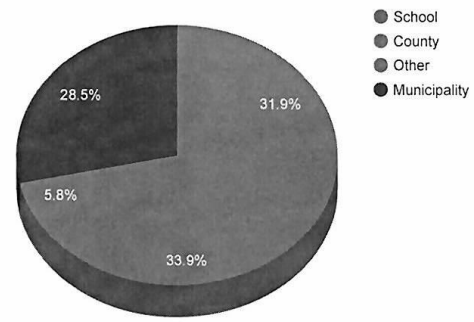
0053	ENFORCEMENT FUND					
0055	LIBRARY	$325,803	$325,803	$0	$325,803	0.3891 $126.77
0520	MOSQUITO CONTROL	$325,803	$325,803	$0	$325,803	0.1647 $53.66
0530	PONCE INLET PORT AUTHORITY	$325,803	$325,803	$0	$325,803	0.0692 $22.55
0058	VOLUSIA ECHO	$325,803	$325,803	$0	$325,803	0.2000 $65.16
0057	VOLUSIA FOREVER	$325,803	$325,803	$0	$325,803	0.2000 $65.16
0065	FLORIDA INLAND NAVIGATION DISTRICT	$325,803	$325,803	$0	$325,803	0.0288 $9.38
0120	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	$325,803	$325,803	$0	$325,803	0.7506 $244.55
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$325,803	$325,803	$0	$325,803	0.1793 $58.42
0272	NEW SMYRNA BCH I&S 2018	$325,803	$325,803	$0	$325,803	0.0895 $29.16
0270	NEW SMYRNA BEACH	$325,803	$325,803	$0	$325,803	4.6370 $1,510.75
						16.7933 $5,471.31

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$5,471.31
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$5,471.31**
Estimated Tax Amount without SOH/10CAP ⓘ	$5,471.31

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2024	$325,803	$0	$325,803	$325,803	$0	$325,803	$0
2023	$325,803	$0	$325,803	$325,803	$0	$325,803	$0
2022	$325,803	$0	$325,803	$325,803	$0	$325,803	$0

SALE 3

2021	$325,803	$0	$325,803	$316,582	$0	$316,582	$0
2020	$325,803	$0	$325,803	$287,802	$0	$287,802	$0
2019	$325,803	$0	$325,803	$261,638	$0	$261,638	$0
2018	$325,803	$0	$325,803	$237,853	$0	$237,853	$0
2017	$216,230	$0	$216,230	$216,230	$0	$216,230	$0
2016	$216,230	$0	$216,230	$216,230	$0	$216,230	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0013-VAC PVD 15 - 19.99 AC	N	A-ACRE		18.0500				19,000	$325,803
								Total Land Value:		$325,803

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
				Total Miscellaneous Value:		$0

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.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/ Unqualified	Vacant/Improved	Sale Price
6874 / 2263	2013122566	06/17/2013	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$150,000
6577 / 4889	2011052217	03/29/2011	CT-CERTIFICATE OF TITLE	UNQUALIFIED	VACANT	$100
5556 / 666	2005128954	04/27/2005	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$467,000
3247 / 0701	1989004169	12/15/1988	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$100

Property Description

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Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created	Annexed
14 17 33 SW 1/4 OF SW 1/4 N OF OLD RR R/W & W OF CNTY RD EXC BLK 9 GLENCOE AKA BLKS 5 TO 8 INC & BLK 10 & HODGE HOME LOT W OF CO RD GLENCOE MB 2PG 6 PER OR 3247 PG 0701 & PER OR 5556 PG 666 & OR 6577 PG 4889 PER OR 6874 PG 2263	601	17 - 33 - 14	00 - 00 - 0250	01-JAN-82	2014

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

ASSUMPTIONS AND LIMITING CONDITIONS

Type of Report:
This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

Legal Matters:
The legal description used in this report is assumed to be correct, but it may not necessarily have been confirmed by survey. No responsibility is assumed in connection with a survey or for encroachments or overlapping or other discrepancies that might be revealed thereby. Any sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not necessarily a result of a survey.

Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment or trespass unless otherwise stated in this report.

No responsibility is assumed for an opinion of legal nature, such as to ownership of the property or condition of title.

The appraisers assume the title to the property to be marketable; that, unless stated to the contrary, the property is appraised as an unencumbered fee, which is not used in violation of acceptable ordinances, statutes or other governmental regulations.

Unapparent Conditions:
The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable than otherwise comparable property. The appraisers are not experts in determining the presence or absence of hazardous substance, defined as all hazardous or toxic materials, waste, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property.

The appraisers assume no responsibility for the studies or analysis, which would be required to conclude the presence or absence of such substances or for loss as a result of the presence of such substances. The client is urged to retain an expert in this field, if desired. The value estimate is based on the assumption that the subject property is not so affected.

Information and Data:
Information and opinions furnished to the appraisers and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraisers can be assumed by the appraisers.

Any engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

All mortgages, liens, encumbrances, and servitudes have been disregarded unless so specified within the appraisal report. The subject property is appraised as though under responsible ownership and competent management.

Zoning and Licenses:
It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the valuation.

It is assumed that the subject property complies with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the valuation.

It is assumed that the information relating to the location of or existence of public utilities, which has been obtained through a verbal inquiry from the appropriate utility authority, or has been ascertained from visual evidence, is correct. No warranty has been made regarding the exact location or capacities of public utility systems.

It is assumed that all licenses, consents, or other legislative or administrative authority from local, state, or national governmental or private entity or organization have been, or can be,

obtained or renewed for any use on which the value estimate contained in the valuation report is based.

The appraisers will not be required to give testimony or appear in court due to preparing the appraisal with reference to the subject property in question, unless prior arrangements have been made.

Possession of the report does not carry with it the right of publication. Out-of-context quoting from or partial reprinting of this appraisal report is not authorized. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraisers signing this appraisal report.

The authentic copies of this report are bound with a clear cover, which reveals the company name, Pomeroy Appraisal Associates of Florida, Inc. Any copy that does not have this cover or original signatures of the appraisers is unauthorized and may have been altered and is considered invalid.

Disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute and the American Society of Appraisers. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the ASA) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the author.

The distribution of the total valuation in this report, between land and improvements, is applicable only as a part of the whole property. The land value, or the separate value of the improvements, must not be used in conjunction with any other appraisal or estimate and is invalid if so used.

No environmental or concurrency impact studies were either requested or made in conjunction with this appraisal report. The appraisers, thereby, reserve the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental or concurrency impact studies, research, or investigation.

The American with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act.

If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

An appraisal related to an estate in land that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

The appraisal report related to a geographical portion of a larger parcel is applied only to such geographical portion and should not be considered as applying with equal validity to other portions of the larger parcel or tract. The value for such geographical portions plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.

The appraisal is subject to any proposed improvements or additions being completed as set forth in the plans, specifications, and representations referred to in the report, and all work being performed in a good and workmanlike manner. The appraisal is further subject to the proposed improvements or additions being constructed in accordance with the regulations of the local, county, and state authorities. The plans, specifications, and representations referred to are an integral part of the appraisal report when new construction or new additions, renovations, refurbishing, or remodeling applies.

If this appraisal is used for mortgage loan purposes, the appraisers invite attention to the fact that (1) the equity cash requirements of the sponsor have not been analyzed, (2) the loan ratio has not been suggested, and (3) the amortization method and term have not been suggested.

The function of this report is <u>not</u> for use in conjunction with a syndication of real property. This report cannot be used for said purposes and, therefore, any use of this report relating to syndication activities is strictly prohibited and unauthorized. If such an unauthorized use of this report takes place, it is understood and agreed that Pomeroy Appraisal Associates of Florida, Inc. has no liability to the client and/or third parties.

Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Underlying Assumptions and General Limiting Conditions. The appraisers' duties, pursuant to the employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report. However, any corrections or errors should be called to the attention of the appraisers within 60 days of the delivery of the report.

This report is intended for use only by the identified client and identified other known intended users stated within the cover letter. Use of this report by others is not intended by the appraiser.

IMPORTANT DEFINITIONS

Definition of Market Value:
The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well-informed or well-advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value Comments: The factors of utility, scarcity, desire and effective purchasing power are apparent in the definition. The implication that buyer and seller are working under equal pressure is seldom completely true, although typical motivation for each does imply a reasonable balance for a market value transaction.

Market prices do not necessarily follow all of these concepts and are often affected by salesmanship and the urgency and need of the buyer and/or seller. The central difference between market price and market value lies in the premise of knowledge and willingness both of which are contemplated in market value, but maybe not in market price. Stated differently, at any given moment of time, market value denotes what a property is actually worth under certain specified conditions, while market price denotes what it actually sold for.

Probability of Value Change: The market value of the property appraised in the report is estimated as of the aforementioned date. Constantly changing economic, social, political and physical conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially and require a review of the appraisal and recertification.

Definition of Fee Simple Estate or Interest:
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (The Dictionary of Real Estate Appraisal, Sixth Edition, by Appraisal Institute, 2015)

Definition of Highest and Best Use:
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability. (The Dictionary of Real Estate Appraisal, Sixth Edition, by Appraisal Institute, 2015)

The definition immediately preceding applies specifically to the highest and best use of land and/or property. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be concluded to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Also implied is that the estimation of highest and best use results from judgment and analytical skill, i.e., that the use concluded from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the foundation on which market value rests. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

The highest and best use of both, land as though vacant and property as improved, must meet four criteria. The highest and best use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive. These criteria are usually considered sequentially; a use may be physically possible, but this is irrelevant if it is feasiblely impossible or legally prohibited. Only when there is a reasonable possibility that one of the prior, unacceptable conditions can be changed is it appropriate to proceed with the analysis. If, for example, current zoning does not permit a potential highest and best use, but there is a possibility that the zoning can be changed, the proposed use can be considered on that basis. A full analysis may be included in the report when the conclusions are based on techniques applied to identify the highest and best use among two or more potential uses. (The Appraisal of Real Estate, 14th Edition by Appraisal Institute, 2013)

VALUE AS IS: The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.

Volusia County

Florida's 12th most populous county

with 2.6% of Florida's population

Population

Census Population	Volusia County	Florida
1980 Census	258,762	9,746,961
1990 Census	370,737	12,938,071
2000 Census	443,343	15,982,824
2010 Census	494,593	18,801,332
2020 Census	553,543	21,538,187
% change 2010-2020	11.9%	14.6%
Age		
% Under 18 years of age	17.2%	19.5%
% Aged 65 and over	25.7%	21.2%
% Median age	48.2	43.0
Gender		
% Male	48.7%	48.6%
% Female	51.3%	51.4%
Race (alone) & Ethnicity		
% Not Hispanic-White	68.6%	51.5%
% Not Hispanic-Black or African American	10.0%	14.5%
% Not Hispanic-American Indian and Alaska Native	0.2%	0.2%
% Not Hispanic-Asian	1.9%	2.9%
% Not Hispanic-Native Hawaiian and Other Pacific Islander	0.0%	0.1%
% Not Hispanic-Some Other Race	0.5%	0.6%
% Not Hispanic-Two or More Races	3.9%	3.7%
% Hispanic or Latino (of any race)	14.9%	26.5%

Population Estimates

	Volusia County	Florida
2021 Estimate	563,358	21,898,945
% change 2020-2021	1.8%	1.7%
2022 Estimate	572,815	22,276,132
% change 2020-2022	3.5%	3.4%
2023 Estimate	583,505	22,634,867
% change 2020-2023	5.4%	5.1%
2024 Estimate	594,643	23,014,551
% change 2020-2024	7.4%	6.9%
Based on 2023 Estimate		
2025	598,919	23,292,200
2030	630,921	24,698,545
2035	657,194	25,814,954
2040	678,574	26,682,030
2045	695,705	27,409,376
2050	709,916	28,065,018

Population Characteristics

	Volusia County	Florida
(% of total persons aged 5 and over)		
Speak only English	84.9%	69.9%
Speak a language other than English	15.1%	30.1%
Speak English "very well"	11.5%	18.0%
Place of birth		
Foreign born	8.5%	21.4%
Veteran status		
Civilian population 18 and over	10.1%	7.7%

Migration

Residence 1 Year Ago Persons aged 1 and over	Volusia County	Florida
Same house	87.8%	86.0%
Different house in the U.S.	11.7%	13.0%
Same county in Florida	5.2%	6.9%
Different county in Florida	3.8%	3.1%
Different county in another state	2.6%	3.0%
Abroad	0.5%	1.0%

Real Gross Domestic Product

Real GDP (Thousands of Chained 2017 Dollars)	Volusia County	Florida
2017 GDP	17,886,662	1,014,866,863
Percent of the State	1.8%	
2018 GDP	18,452,820	1,050,433,812
Percent of the State	1.8%	
2019 GDP	18,903,505	1,084,913,903
Percent of the State	1.7%	
2020 GDP	18,956,514	1,069,758,799
Percent of the State	1.8%	
2021 GDP	20,030,621	1,170,526,307
Percent of the State	1.7%	
2022 GDP	21,063,169	1,239,883,625
Percent of the State	1.7%	
2023 GDP	21,986,706	1,292,787,615
Percent of the State	1.7%	

Population by Housing Type

	Volusia County	Florida
Household Population	536,793	21,073,604
Household Population per Occupied Housing Unit	2.31	2.47
Group Quarters Population	16,750	464,583

Housing

Housing Counts	Volusia County	Florida
Housing units, 2020 Census	272,325	9,865,350
Occupied	232,301	8,529,067
Vacant	40,024	1,336,283

Building Permits

Units Permitted	Volusia County	Florida
2000	3,587	155,269
2010	715	38,679
2020	4,581	164,074
2021	5,196	213,494
2022	5,298	211,962
2023	4,553	193,788

Density

Persons per square mile	Volusia County	Florida
2000	401.9	296.4
2010	449.2	350.6
2020	502.6	401.4
2023	529.8	421.9
2024	539.9	429.0

Households and Family Households

Households	Volusia County	Florida
Total households, 2000 Census	184,723	6,338,075
Family households, 2000 Census	120,064	4,210,760
% with own children under 18	37.0%	42.3%
Total households, 2010 Census	208,236	7,420,802
Family households, 2010 Census	130,386	4,835,475
% with own children under 18	34.6%	40.0%
Average Household Size, 2010 Census	2.31	2.48
Average Family Size, 2010 Census	2.84	3.01
Total households, 2020 Census	232,301	8,529,067
Family households, 2020 Census	144,939	5,571,482
% with own children under 18	30.8%	36.0%

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption.
Census counts may be corrected for Census Count Question Resolution (CQR).

Employment and Labor Force

Establishments 2023	Volusia County	Florida
All industries	16,865	878,947
Natural Resource & Mining	119	5,771
Construction	2,066	82,738
Manufacturing	531	25,599
Trade, Transportation and Utilities	3,010	151,500
Information	249	19,752
Financial Activities	1,676	95,132
Professional & Business Services	3,741	226,936
Education & Health Services	1,923	100,498
Leisure and Hospitality	1,688	66,309
Other Services	1,307	59,548
Government	129	5,830

Establishments % of All Industries	Volusia County	Florida
All industries	16,865	878,947
Natural Resource & Mining	0.7%	0.7%
Construction	12.3%	9.4%
Manufacturing	3.1%	2.9%
Trade, Transportation and Utilities	17.8%	17.2%
Information	1.5%	2.2%
Financial Activities	9.9%	10.8%
Professional & Business Services	22.2%	25.8%
Education & Health Services	11.4%	11.4%
Leisure and Hospitality	10.0%	7.5%
Other Services	7.7%	6.8%
Government	0.8%	0.7%

Average Annual Employment % of All Industries, 2023	Volusia County	Florida
All industries	186,402	9,678,557
Natural Resource & Mining	0.7%	0.7%
Construction	6.5%	6.5%
Manufacturing	6.5%	4.4%
Trade, Transportation and Utilities	20.1%	20.2%
Information	0.7%	1.6%
Financial Activities	4.3%	6.9%
Professional & Business Services	10.5%	16.7%
Education & Health Services	20.3%	15.1%
Leisure and Hospitality	15.8%	13.4%
Other Services	2.8%	3.0%
Government	11.4%	11.2%

Industries may not add to the total due to confidentiality and unclassified.

Average Annual Wage 2023	Volusia County	Florida
All industries	$51,987	$66,446
Natural Resource & Mining	$31,794	$46,398
Construction	$57,538	$66,902
Manufacturing	$62,555	$78,331
Trade, Transportation and Utilities	$43,283	$59,161
Information	$83,577	$112,704
Financial Activities	$73,701	$101,130
Professional & Business Services	$62,321	$83,076
Education & Health Services	$61,907	$63,868
Leisure and Hospitality	$28,482	$35,528
Other Services	$40,217	$49,293
Government	$57,753	$67,715

Labor Force as Percent of Population Aged 18 and Older	Volusia County	Florida
2000	59.3%	63.7%
2010	58.8%	61.8%
2020	54.2%	58.1%
2021	55.5%	59.1%
2022	55.9%	59.8%
2023	56.4%	60.4%

Unemployment Rate	Volusia County	Florida
2000	3.4%	3.7%
2010	11.9%	10.8%
2020	8.0%	8.1%
2021	4.7%	4.7%
2022	3.3%	3.0%
2023	3.3%	2.9%

Income and Financial Health

Personal Income ($000s)	Volusia County	Florida
2000	$10,590,073	$471,588,082
2010	$16,667,437	$730,690,145
% change 2000-2010	57.4%	54.9%
2020	$26,246,788	$1,220,782,745
% change 2010-2020	57.5%	67.1%
2021	$29,365,329	$1,358,786,260
% change 2020-2021	11.9%	11.3%
2022	$30,428,742	$1,436,107,237
% change 2021-2022	3.6%	5.7%
2023	$32,955,808	$1,553,426,399
% change 2022-2023	8.3%	8.2%

Per Capita Personal Income	Volusia County	Florida
2000	$23,801	$29,387
2010	$33,718	$38,778
% change 2000-2010	41.7%	32.0%
2020	$47,225	$56,540
% change 2010-2020	40.1%	45.8%
2021	$51,848	$62,242
% change 2020-2021	9.8%	10.1%
2022	$52,494	$64,557
% change 2021-2022	1.2%	3.7%
2023	$55,824	$68,703
% change 2022-2023	6.3%	6.4%

Earnings by Place of Work ($000s)		
2000	$5,245,461	$308,751,767
2010	$7,755,849	$439,036,383
% change 2000-2010	47.9%	42.2%
2020	$11,386,919	$684,270,758
% change 2010-2020	46.8%	55.9%
2021	$12,675,636	$771,654,020
% change 2020-2021	11.3%	12.8%
2022	$13,693,819	$841,921,275
% change 2021-2022	8.0%	9.1%
2023	$14,772,043	$908,440,362
% change 2022-2023	7.9%	7.9%

Median Income	
Median Household Income	$66,581
Median Family Income	$79,459

Workers Aged 16 and Over	Volusia County	Florida
Place of Work in Florida		
Worked outside county of residence	19.1%	17.2%
Travel Time to Work		
Mean travel time to work (minutes)	27.1	28.0

Percent in Poverty, 2023	
All ages in poverty	11.9%
Under age 18 in poverty	19.3%
Related children age 5-17 in families in poverty	18.2%

Personal Bankruptcy Filing Rate (per 1,000 population)	Volusia County	Florida
12-Month Period Ending September 30, 2022	1.32	1.14
12-Month Period Ending September 30, 2023	1.34	1.16
State Rank	9	NA

NonBusiness Chapter 7 & Chapter 13

Reported County Government Revenues and Expenditures

Revenue 2021-22	Volusia County	Florida*
Total - All Revenue Account Codes ($000s)	$1,634,431.3	$100,987,094.3
Per Capita $	$2,853.33	$4,753.99
% of Total	100.0%	100.0%
General Government Taxes ($000s)	$383,359.6	$38,773,224.6
Per Capita $	$669.26	$1,825.26
% of Total	23.5%	38.4%
Permits, Fee, and Special Assessments ($000s)	$55,965.0	$4,209,936.0
Per Capita $	$97.70	$198.18
% of Total	3.4%	4.2%
Intergovernmental Revenues ($000s)	$131,654.0	$8,275,034.7
Per Capita $	$229.84	$389.55
% of Total	8.1%	8.2%
Charges for Services ($000s)	$234,396.9	$25,774,652.2
Per Capita $	$409.20	$1,213.35
% of Total	14.3%	25.5%
Judgments, Fines, and Forfeits ($000s)	$3,115.2	$2,289,306.5
Per Capita $	$5.44	$107.77
% of Total	0.2%	2.3%
Miscellaneous Revenues ($000s)	$623,763.9	$8,397,909.0
Per Capita $	$1,088.94	$395.33
% of Total	38.2%	8.3%
Other Sources ($000s)	$202,176.7	$13,267,031.3
Per Capita $	$352.95	$624.55
% of Total	12.4%	13.1%

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

Expenditures 2021-22	Volusia County	Florida*
Total - All Expenditure Account Codes ($000s)	$1,540,760.33	$87,375,419.16
Per Capita $	$2,689.80	$4,113.22
% of Total	100.0%	100.0%
General Government Services** ($000s)	$769,278.11	$36,715,485.34
Per Capita $	$1,342.98	$1,728.39
% of Total	49.9%	42.0%
Public Safety ($000s)	$241,090.49	$13,363,472.90
Per Capita $	$420.89	$629.09
% of Total	15.6%	15.3%
Physical Environment ($000s)	$77,486.81	$5,823,076.34
Per Capita $	$135.27	$274.12
% of Total	5.0%	6.7%
Transportation ($000s)	$101,699.60	$6,146,973.86
Per Capita $	$177.54	$289.37
% of Total	6.6%	7.0%
Economic Environment ($000s)	$42,806.83	$2,095,127.71
Per Capita $	$74.73	$98.63
% of Total	2.8%	2.4%
Human Services ($000s)	$48,062.77	$4,845,695.64
Per Capita $	$83.91	$228.11
% of Total	3.1%	5.5%
Culture / Recreation ($000s)	$56,255.27	$2,101,309.57
Per Capita $	$98.21	$98.92
% of Total	3.7%	2.4%
Other Uses and Non-Operating ($000s)	$162,593.03	$12,196,205.02
Per Capita $	$283.85	$574.14
% of Total	10.6%	14.0%
Court-Related Expenditures ($000s)	$41,487.43	$4,088,072.79
Per Capita $	$72.43	$192.45
% of Total	2.7%	4.7%

Quality of Life

Crime	Volusia County	Florida
Crime rate, 2020 (index crimes per 100,000 population)	1,986.5	2,158.0
Admissions to prison FY 2023-24	1,211	27,227
Admissions to prison per 100,000 population FY 2023-24	203.7	118.3

Health Insurance Status

Percent Insured by Age Group	Volusia County	Florida
Under 65 years	87.2%	86.1%
Under 19 years	93.9%	92.7%
18 to 64 years	85.1%	83.8%

Education

Public Education Schools Traditional Setting (2023-24)	Volusia County School District	Florida
Total (state total includes special districts)	80	3,787
Elementary	48	1,877
Middle	12	565
Senior High	11	729
Combination	9	616

Educational attainment Persons aged 25 and older	Volusia County	Florida
% HS graduate or higher	91.9%	89.6%
% bachelor's degree or higher	27.2%	33.2%

State and Local Taxation

2024	Volusia County	
	County-Wide	Not County-Wide*
County	3.2007	0.3418
School	5.2850	
Municipal		4.4081
Special Districts	2.5966	1.7944

*MSTU included in Not County-Wide "County" category

State Infrastructure

Transportation	Volusia County	Florida
State Highway		
Centerline Miles	359.6	12,189.9
Lane Miles	1,417.5	45,742.2
Conservation Land (land acres only)		
State-Owned (includes partially-owned)	138,822	5,689,323
% of Total Conservation Land (CL)	62.0%	54.9%
% of Total Area Land	19.7%	16.6%
% of Florida State-Owned CL	2.4%	

Other County Profiles

Criminal Justice County Profiles

School District Profiles

Prepared by:
Florida Legislature
Office of Economic and Demographic Research
111 W. Madison Street, Suite 574
Tallahassee, FL 32399-6588
(850) 487-1402 http://edr.state.fl.us

December 2024

POMEROY PA **APPRAISAL ASSOCIATES OF FLORIDA, INC.**
Real Estate Appraisers — Consultants
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RONALD S. CROUSE, ASA, CRA, IFAS

PRESIDENT POMEROY APPRAISAL ASSOCIATES OF FL. INC

CERTIFICATION AND LICENSES

Florida State-certified general real estate appraiser RZ670
Florida Real Estate Licensed Broker BL463693
FHA Approved Appraiser FLRZ670
VA Approved Appraiser #5005160
Green Qualified

PROFESSIONAL EXPERIENCE

1986 - Present	-	**Pomeroy Appraisal Associates of Fl. Inc.**
1985 – 1986	-	State of Florida Building Subcontractor
1976 – 1985	-	State of New York Building Contractor

EXPERT TESTIMONY

Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

PROFESSIONAL AFFILIATIONS

Designated - Member – (**ASA**) Accredited Sr. Appraiser - American Society of Appraisers
Designated - Member (**CRA**) - National Ass. of Review App. & Mort. Underwriters
Designated - Member – **(IFAS)** National Association of Independent Fee Appraisers
Member of National Association of Realtors

REAL ESTATE RELATED EDUCATION

Required Appraisal Institute Courses for Appraiser Designation

AIREA - Principles Course
AIREA - Standards of Professional Practice Course
AIREA - Basic Valuation
AIREA - Capitalization Theory and Techniques, Part A
AIREA - Capitalization Theory and Techniques, Part B
AIREA - Case Studies in Real Estate Valuation
AIREA - Valuation Analysis and Report
AI - Highest and Best Use and Market Analysis
AI - Advanced Sales Comparison and Cost Approach

Additional Real Estate Courses

AI - Real Estate Finance Statistics and Valuation Modeling
AIREA - Residential Valuation
AIREA - Litigation Valuation
AIREA - Computer Assisted Investment Analysis
Architectural Drafting and Blueprint Reading Courses
Florida Real Estate Course #1
BITA - Home Inspection Course
Appraising Green Homes: Construction Methods and Trends
Appraising Green Homes: Valuation Techniques and Applications

Partial List of Seminars

Rates, Ratios and Reasonableness
Principles of Capitalization
Standards of Professional Practice, Part B
Understanding Limited App. & Rep. Options
USPAP/Law Update
Marshall and Swift Comm. Cost Est. Seminar
Standards of Professional Practice, Part C
IRWA Easement Valuation
Real Estate Appraisal Methods
Standards of Professional Practice, Part A
Business Valuation, Parts 1 and 2
The Appraisers Complete Review Seminar
Accrued Depreciation Seminar
Eminent Domain
Appraising 2 to 4-Family Residence
Business Practices and Ethics

PARTIAL LIST OF PROPERTY TYPES APPRAISED

Vacant Land:	Urban, rural, commercial, multi-family, industrial, planned development, residential, agricultural, and mixed use.
Improved Properties:	Residential, commercial, industrial, multi-family, shopping centers, planned developments, professional/medical office buildings, time share projects, and mixed use properties.
Special Use Properties:	Golf courses, marinas, billboards, railroad right-of-way, road right-of-way, and wetlands.
Partial Interest:	Leasehold/leased fee, utility easements, drainage easements, construction easements, eminent- domain valuations, land leases, and Limited Partnerships.
Review:	Review experience for FDOT, St. Johns Water Mgt. Brevard County Property Acquisition, Various Banks and Attorneys.
Litigation:	Ronald Crouse Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

Engaged full-time in professional appraisal and counseling services related to all types of real estate for a wide variety of clients, including Banks, local and state government agencies, attorneys, and private clients.

PARTIAL LIST OF CLIENTS - PAAFL

Government Agencies

St Johns Water Management
Division of State Lands, Trust for Public Lands
Florida Communities Trust
Florida Department of Environmental Protection
Seminole, Volusia, Brevard, Flagler, Lake Counties Various cities and municipalities
Florida Department of Transportation

Partial List of Lending Institutions

National Bank of Commerce
Reunion Bank
Seacoast Bank
Ameris Bank
Regions Bank
Wells Fargo
Iberia Bank
Truist Bank

RAIL CORRIDOR ASSIGNMENTS COMPLETED

- Rail assignment for the State of Arizona Department of Revenue in connection with a tax proceeding, involving all operating real estate owned by the Southern Pacific Railroad Company in that state.
- Assignment 81-mile rail corridor owned by CSXT for the Florida Department of Transportation. Highest and best use was for continued transportation corridor use.
- Assignment included the appraisal of a number of surplus parcels of real estate spread throughout the Twin Cities of Minneapolis and St. Paul.
- Assignment Florida East Coast Railway for the Florida Department of Revenue, beginning in Duval County and terminating in Dade, County.
- Assignment a 239± mile active rail corridor owned by (CP) Canadian Pacific Railroad for use in conjunction with its proposed abandonment. The right-of-way covered a six (6) county area, across the entire state of Maine, from Vanceboro to the Quebec border.
- Assisted Florida Power & Light Co. with lands of Florida East Coast Railroad.
- Assisted City of West Palm Beach, Florida, regarding FEC Railroad.
- Helped prepared a fiber-optics rental study of American Major Class I Railroads on behalf of Canadian Pacific Limited. Suppliers and users of railroad corridors, as well as alternative routes (i.e., pipelines, highways, transmission lines, etc.) were interviewed.
- OGT/Jacksonville - Baldwin Trail Extension, BA# 07-6522
  2.03± miles CSX Railroad, Duval & Nassau County
  Estimated Market Value using across-the-fence (ATF) method with consideration of Enhancement Factor.
- OGT/Alachua Rail Trail, BA# 04-5945B
  2.33± miles CSX Railroad Gainesville, Alachua County
  Estimated Market Value using across-the-fence (ATF) method with consideration of Enhancement Factor.
- OGT Brevard/Volusia Rail Trail, BA# 03-5663
  51± miles FEC Railroad, Brevard/Volusia County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Central Florida Commuter Rail
  61± miles CSX Railroad, Volusia, Seminole, Orange and Osceola Counties
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Maitland Avenue Extension Various segments of railroad
  CSX Railroad, Orange County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Seminole County Rails to Trails
  5± miles CSX Railroad, Seminole County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Proposed Ludlum Greenway Trail
  6.2± miles FEC Railroad, Miami-Dade County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.

APPRAISAL AND REVIEW EXPERIENCE:

Pomeroy Appraisal Associates has been doing Eminent Domain Appraisals for the last 30 years.

Sample of Major Eminent Domain projects by Mr. Crouse (Appraiser of Record):

Project	Client	Year	Attorney	No. of Parcels
Old Kings Road Widening, Palm Coast Flagler County	City of Palm Coast	current	N/A	40
Road Widening, SR 442 interchange with I-95 in Edgewater Volusia County	City of Edgewater	2016	Erin Wolfe	1
6.2-mile FEC Railroad Corridor Miami-Dade County	Trust for Public Lands	2014	N/A	N/A
Palm Coast Pkwy & Old Kings Road Flagler County	City of Palm Coast	2012	N/A	15+

Review Experience:
Sample of review work done for *FDOT*, SJWMD, etc. by Mr. Crouse (Appraiser of Record):

Project	Client	Year	Attorney	No. of Parcels
Multiple Parcels	SJRWM	Current	N/A	2
Multiple Parcels	SJRWM	2020	N/A	3
Multiple Parcels	SJRWM	2019	N/A	6
Multiple Parcels	SJRWM	2018	N/A	12
Widening of SR 417 in Oviedo Seminole County	Florida Turnpike Authority	2016	N/A	1
SR 15 (US 17) in Satsuma Putnam County	FDOT	2014	N/A	36
SR 313 St. Johns County	FDOT	2014	N/A	24

Sample of assignments completed years 2019 to present for local government agencies

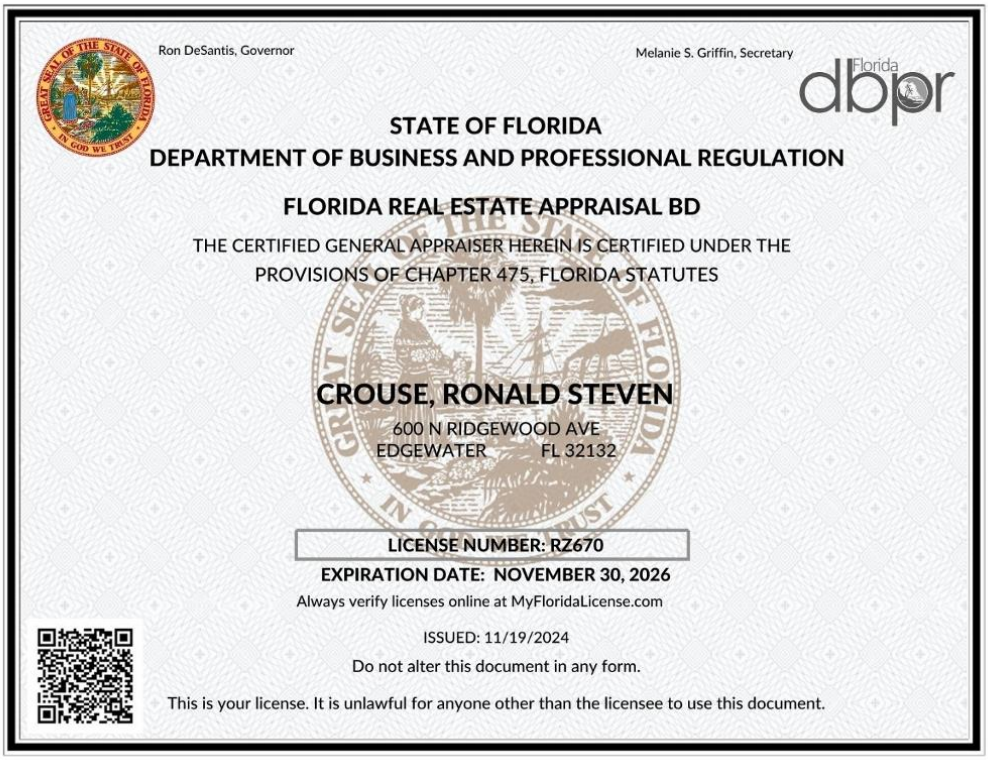
219.005	448	SHORES BLVD	ST AUGUSTINE	ST JOHNS CNTY - JESSICA	OLD FIRE STATION PROPERTY
219.007		STRAWN PARTIAL SURPLUS	VOLUSIA CNTY	SJRWMD	REVIEW
219.009		OLD MOULTRIE RD	ST AUGUSTINE	ST JOHNS CNTY - LAURIE	LAND ACQUISITION
219.013	2490	OLD MOULTRI ROAD	ST AUGUSTINE	ST JOHNS CNTY=LAURIE	LAND ACQUISITION
219.014	572	WASHINGTON ST	NSB	CITY OF NSB	SINGLE FAMILY ACQUISITION
219.016	2375	OLD MOULTRIE ROAD	ST AUGUSTINE	ST JOHNS CNTY-LAURIE	LAND ACQUISITION
219.018		BAYARD CONSERVATION AREA	CLAY COUNTY	SJRWMD	REVIEW
219.019		FDOT MITIGATION	PUTNAM CO.	SJRWMD	REVIEW
219.020	4190	SPRUCE CREEK ROAD	PORT ORANGE	CITY OF PORT ORANGE	SINGLE FAMILY ACQUISITION
219.024		VILANO ROAD	ST AUGUSTINE	ST JOHNS CNTY-DEBBIE	VACANT WATERFRONT LAND
219.027		SUNGARDEN ROAD	CLAY COUNTY	SJRWMD	REVIEW
219.028		EAST HAMPTON BLVD	PALM COAST	CITY OF PALM COAT	LAND ACQUISITION
219.029		BOOKER STREET	EDGEWATER	CITY OF EDGEWATER	LAND ACQUISITION
219.030		TECHNOLOGY BLVD	DAYTONA BCH	VOL CO SCHOOL BOARD	IMPROVED OFFICE
219.031	401	TIMAQUAN TRAIL	EDGEWATER	CITY OF EDGEWATER	LAND ACQUISITION
219.033		EUCLID AVENUE	ST AUG BEACH	ST JOHNS CTY-LAURIE	LAND ACQUISITION
219.034		MALABAR ROAD PROPERTY	MALABAR	SJRWMD	REVIEW/ 2 REPORTS
219.035		NSB AIRPORT	NSB	RHONDA WALKER	3 PARCELS IMPROVED
219.038		WINTON CIRCLE	ST JOHNS CTY	ST JOHNS CTY-LAURIE	EASEMENT ROW
219.040		JUSTICE LANE	BUNNELL	FLAGLER COUNTY	LAND ACQUISITION
219.041		RIDEOUT POINT	CLAY COUNTY	SJRWMD	VACANT LAND-REVIEW/ 2 REPORTS
220.003		CR 464C	MARION CTY	SJRWMD	REVIEW
220.005		TURNBULL CREEK PARCELS	NSB	CITY OF NSB	PHASE 1 - MULTIPLE/ACQUISITION
220.007	3641	S. RIDGEWOOD AVE	PORT ORANGE	CITY OF PORT ORANGE	OFFICE & LAND
220.011		THREE FORKS	BREVARD/VOL	SJRWMD	REVIEW - VACANT LAND
220.014	11	INDUSTRY DRIVE	PALM COAST	CITY OF PALM COAST	INDUSTRIAL LAND
220.018		HARRIS FERN HOLDINGS	PUTNAM CO.	SJRWMD	REVIEW - VACANT LAND
220.021		SR 207 & OLD DIXIE HWY	ST. JOHNS COUNTY	ST. JOHNS CO.	COMM BLDG & VACANT LAND
220.022		SR 16	ST. JOHNS COUNTY	ST. JOHNS CO.	LAND ACQUISITION/PUD
220.023	111	PORPOISE POINT	ST. JOHNS COUNTY	ST. JOHNS CO.	DRAINAGE EASEMENT ROW
220.025		SR 16	ST. JOHNS COUNTY	ST. JOHNS CO.	LAND ACQUISITION
220.027		SR 44 & CR 4139	DELAND	VOL. CO. SCHOOL BOARD	LAND ACQUISITION
220.030		TURNBULL CREEK P# 95, 96, 109	NSB	CITY OF NSB	LAND ACQUISITION
220.031	405	PORPOISE POINT	ST. JOHNS COUNTY	ST. JOHNS CO.	DRAINAGE EASEMENT ROW
220.032		FLAGLER AV & WASHINGTON ST	NSB	CITY OF NSB	COMM BLDG & VACANT LAND
220.033	31	JAROSZ STREET	PALM COAST	CITY OF PALM COAST	SINGLE FAMILY RESIDENCE/ACQUISITION
220.035		WEYERHAUSER PROPERTY	CLAY COUNTY	SJRWMD	VACANT LAND-REVIEW
220.036	214	COLUMBUS AVE	NSB	CITY OF NSB	SINGLE FAMILY RESIDENCE
221.001	2650 & 2700	N DIXIE FREEWAY	NSB	CITY OF NSB	OFFICE BUILDING
221.005	801	SOUTH STREET	NSB	CITY OF NSB	LAND LEASE
221.007		ST. JOHNS AVE	HASTING SJC	ST. JOHNS COUNTY	LAND ACQUISITION/2 PARCESL
221.008		NOVA & BIG TREE	DAYTONA BEACH	VOLUSIA COUNTY SB	LAND ACQUISITION
221.009		AG CENTER DRIVE	ST. AUGUSTINE	ST. JOHNS COUNTY	SHOOTING RANGE
221.011	1500	LEXINGTON AVE	DELAND	VOL CO SCHOOL BOARD	LAND ACQUISITION/INDUSTRIAL
221.012		US 1	OAK HILL	CITY OF OAK HILL	LAND ACQUISITION
221.014	4951	STATE ROAD 207	ST JOHNS COUNTY	ST. JOHNS COUNTY	LAND ACQUISITION
221.016	124	INDUSTRIAL PARK AVE	NSB	CITY OF NSB	LAND ACQUISITION
221.018		TOMOKA RIVER	ORMOND BEACH	SJRWMD	VACANT LAND REVIEW/ 2 SEP REVIEWS
221.025		US 192	BREVARD CO.	SJRWMD	REVIEW WETLANDS-SAFFAN
221.026		US 192	BREVARD CO.	SJRWMD	REVIEW WETLANDS-SAFFAN
221.027	301	SMITH STREET	NSB	CITY OF NSB	LAND ACQUISITION
221.028		TOWN CENTER DRIVE	PALM COAST	CITY OF PC	LAND ACQUISITION
221.029		STATE ROAD 16	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
221.030		SE HWY 464C	MARION COUNTY	SJRWMD	VACANT LAND REVIEW
221.032		BAYARD POINT	CLAY COUNTY	SJRWMD	VACANT LAND REVIEW/ 3 SEP REVIEWS
221.038	3441-3459	Ridgewood Ave	PORT ORANGE	City of Port Orange	LAND ACQUISITION
"	3814	Halifax Drive	PORT ORANGE	City of Port Orange	LAND ACQUISITION

222.001	3080	COASTAL HIGHWAY	VILANO BEACH	ST JOHNS COUNTY	LAND ACQUISITION/OCEAN FRONT
222.002	218	GAINES ST	OAK HILL	City of Oak Hill	LAND ACQUISITION
222.003		BAYARD POINT	CLAY COUNTY	SJRWMD	VACANT LAND REVIEW/ 3 SEP REVIEWS
222.006	45	CUBBEDGE ROAD	ST JOHNS COUNTY	ST JOHNS COUNTY	OCEANFRONT RESTAURANT
222.007		US HIGHWAY 1	VOLUSIA COUNTY	SJRWMD	VACANT LAND REVIEW/RIVERFRONT
222.008		SR 207	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION/MIXED USE
222.009		HART AVE DRAINAGE PROJECT	EDGEWATER	CITY OF EDGEWATER	MIXED RES & COMM DRAINAGE EASEMENTS 20 PARCELS
222.013		Matanzas Woods Parkway	PALM COAST	CITY OF PALM COAST	INFRASTRUCTURE EASEMENT ROW
222.018		PALM COAST PKWY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
222.019		SR 312	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
222.200		AG CENTER DRIVE	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
222.022	143	THUNDERBIRD DRIVE	SEBASTIAN	SJRWMD	VACANT LAND REVIEW
223.002	4225 & 4229	PACETTI ROAD	ST AUGUSTINE	ST JOHNS COUNTY	POND EASEMENT ROW
223.003		CR 208	ST AUGUSTINE	ST JOHNS COUNTY	ROW ACQUISITION
223.004		KINGS ESTATE ROAD	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.005	180	PINE ISLAND ROAD	ST AUGUSTINE	ST JOHNS COUNTY	ROW ACQUISITION
223.006		TOMOKA FARMS ROAD	PORT ORANGE	PORT ORANGE	LAND ACQUISITION
223.007		TAYLOR CREEK	ORANGE COUNTY	SJRWMD	VACANT LAND REVIEW
223.008		SARTORI EXCHANGE	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
223.009		FRENCH AVE	VOLUSIA	Eminent Domain Specialists	REVIEW BORROW PIT
223.010		MATANZAS WOODS PARKWAY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION 3 PARCELS
223.011	241	RIBERIA STREET	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.013	2310	CR 13 SOUTH	ELKTON	ST JOHNS COUNTY	LAND ACQUISITION
223.014		ATLANTIC ROAD	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.015		CR 13 North	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.017		WHITEVIEW PARKWAY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
223.018		FULTON STREET	DAYTONA	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.019		FULTON STREET	DAYTONA	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.020	819	MADELINE AVE	PORT ORANGE	CITY OF PORT ORANGE	LAND ACQUISITION
223.021		SR 16 & PACETTI ROAD	ST. AUGUSTINE	ST JOHNS COUNTY	RETENTION POND
223.022	403	PORPOISE POINT DRIVE	VILANO BEACH	ST JOHNS COUNTY	DRAINAGE EASEMENT ROW
223.023	222	cummings street	oak hill	City of oak hill	LAND ACQUISITION
223.024	A & B & C	3 parcels vacant land	NSB	City of NSB	LAND ACQUISITION 3 PARCELS
223.025		PEAVY GRADE ROAD	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
223.026	2627	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.027	2610	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.028	2640	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.029	2655	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.030	2675	ST. AUGUSTINE BLVD	ST AUGUSTINE	ST JOHNS COUNTY	T.C.E./ROW
223.031	1364	KINGS ESTATE ROAD	ST AUGUSTINE	ST JOHNS COUNTY	P.E. & T.C.E./ROW
223.032	1570	WILDWOOD DRIVE	ST. AUGUSTINE	ST. JOHNS COUNTY	SIDEWALK ACQUISITION ROW
223.035		HILLTOP ROAD-PINEDA-FULL TAKE	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.036		HILLTOP ROAD-TRI STATE	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.037	2705	HILLTOP ROAD-TACKETT	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.038	1405	KINGS ESTATE ROAD-KACHNYCZ	ST. AUGUSTINE	ST. JOHNS COUNTY	P.E. & T.C.E./ROW
223.039	2701	ELSIE ROAD-BROWN	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.040	1334	KINGS ESTATE ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.041	1340	KINGS ESTATE ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	P.E. & T.C.E./ROW
223.043		MATANZAS WOODS PARKWAY	PALM COAST	CITY OF PALM COAST	HOSPITAL EASEMENT ROW
223.044	VACANT	AIRPORT PARKING LOT	NEW SMYRNA BEACH	CITY OF NSB AIRPORT	LAND ACQUISITION
223.045	504	INDUSTRIAL	NEW SMYRNA BEACH	CITY OF NSB AIRPORT	LAND AND IMP. INDUSTRIAL
223.046	25	BUCKLEY DRIVE	DEBARY	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.048		SERRAO ACQUISITION	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
223.049	7001	A1A SOUTH	CRESCENT BEACH	ST. JOHNS COUNTY	ROW VACANT LAND
223.050		PINE ISLAND ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	ROW VACANT LAND
224.001		PARRISH ACQUISITION	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
224.003	403	Magnolia Street	CITY OF NSB	RON NEIBET	IMPROVEDMULTIUSE
224.004	120	Flagler	CITY OF NSB	RON NEIBET	IMPROVED OFFICE
224.005		DOSTER	CITY OF NSB	RON NEIBET	LAND ACQUISITION

TRIAL EXPERIENCE:

Ronald S. Crouse, ASA CRA, IFAS

Mr. Crouse has considerable experience as an expert witness and has been qualified as an expert in Volusia, Brevard and Seminole counties as well as federal courts in Orlando and Jacksonville, Florida. He was the appraiser of record for Brevard County Beach Restoration project with the issue being public vs. private beach rights which is now used as case law on this subject. He is often involved in providing valuation testimony in divorce cases, deficiency judgments and other types of litigation. *The most recent trial Mr. Crouse had to testify at as an expert witness was the Road Widening of SR 442 interchange with I-95 in Edgewater, Volusia County.*



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CROUSE, RONALD STEVEN
600 N RIDGEWOOD AVE
EDGEWATER FL 32132

LICENSE NUMBER: RZ670
EXPIRATION DATE: NOVEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RESTRICTED APPRAISAL REPORT

4.50± ACRES UNIMPROVED LAND

TAX PARCEL #7324-12-05-0010
LOCATED ON THE S/S OF PAIGE AVENUE
NEW SMYRNA BEACH, FL 32168

PREPARED FOR

CITY OF NEW SMYRNA BEACH
C/O MR. RON NEIBERT
ASSISTANT CITY MANAGER
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168

AS OF

APRIL 30, 2025

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

May 5, 2025

City of New Smyrna Beach
c/o Mr. Ron Neibert
Assistant City Manager
210 Sams Avenue
New Smyrna Beach, FL 32168

Dear Mr. Neibert:

In accordance with your request, we hereby submit a ***Restricted Appraisal Report*** on the following property:

4.50± ACRES OF UNIMPROVED LAND

TAX PARCEL #7324-12-05-0010
S/S PAIGE AVENUE
NEW SMYRNA BEACH, FL 32168

The purpose of the Restricted Appraisal Report is to form an opinion of *Market Value* for the above referenced property *"As Is",* to a single purchaser on a cash equivalent basis, assuming a reasonable marketing period. This property is appraised as a Fee Simple Estate, subject to typical mortgage loan encumbrances and utility easements. The intended use of the Restricted Appraisal Report is to assist the client in purchase negotiations. The intended user is *The City of New Smyrna Beach, c/o Mr. Ron Neibert.*

After careful investigation, it is our opinion the subject's estimated "*As Is*" **Market Value** of the Fee Simple Estate, as of April 30, 2025, was:

ESTIMATED "AS IS" MARKET VALUE

TWO HUNDRED FIVE THOUSAND DOLLARS

($205,000)

Note: The subject is located on the south side of Paige Avenue, a platted, unopened right-of-way as it fronts the subject site. The value estimate provided in this report assumes the platted right-of-way could be opened to the subject site. This is an extraordinary assumption that may have affected the assignment results.

As requested, we have prepared a Restricted Appraisal Report. Therefore, a significant portion of the appraisal report has been abbreviated, specifically regarding the communication, presentation, and analysis of data. It should also be noted that there is a sufficiency of additional property information and market data retained within the appraiser's files which has been analyzed and serves to support the values and conclusions contained within the attached report. *The value contained within this letter is not valid unless it is attached to the accompanying Restricted Appraisal Report.*

It should be noted that this appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in the approval of a loan. Furthermore, our compensation is not contingent upon the reporting of a predetermined value, or direction in value, that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. I am currently certified under this program.*

If you should have any questions concerning this report, please do not hesitate to contact our office.

Respectfully submitted,

HEFFINGTON AND ASSOCIATES, LLC

*R. Todd Heffington, MAI
Cert Gen RZ 2368

Martin J. Concannon
Cert Gen RZ 907

RTH:MJC/jd
Enclosures

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ADDENDA
ENGAGEMENT LETTER
VOLUSIA COUNTY PROPERTY APPRAISER'S RECORD CARD
LATEST DEED DATED MAY 22, 2015
R-4, VOLUSIA COUNTY URBAN SINGLE FAMILY RESIDENTIAL ZONING ORDINANCE
CURRENT LISTING OF SUBJECT PROPERTY (AS PART OF A LARGER TRACT OF LAND)
NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY
NEIGHBORHOOD MAP
QUALIFICATIONS OF THE APPRAISERS

CERTIFICATION

The undersigned do hereby certify that, except as otherwise noted in this appraisal report:

1. To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the assumptions and limiting conditions and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective interest in the subject property, or the parties involved, that is the subject of this appraisal report.
4. I have no personal interest or bias with respect to the subject matter of this appraisal report nor the parties involved. My employment is not contingent on the amount reported.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions and conclusion were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice.
8. I have made a thorough inspection and careful investigation of the property herein described.
9. Martin J. Concannon, Cert. Gen. RZ 907, provided professional assistance in the data collection, writing and preparation of this appraisal report. The analysis and value conclusions were a joint effort.
10. This appraisal report sets forth all of the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. That, as of the date of this report, the undersigned has completed the requirements of the continuing education of the Appraisal Institute and is currently certified as a General Real Estate Appraiser by the State of Florida.
13. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, or conclusions were developed, and this report has been prepared in conformity with the requirements of the State of Florida for state-certified appraisals (Florida Statutes, Chapter 475, Part II). The use of this report is subject to the requirements of the State of Florida related to review by the Florida Appraisal Board.
14. The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. I, R. Todd Heffington, MAI, am currently certified under this program.
15. I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Martin J. Concannon
Cert. Gen. RZ 907
☑ Did ☐ Did Not
Inspect Property

R. Todd Heffington, MAI
Cert. Gen. RZ 2368
☐ Did ☐ Did Not
Inspect Property

HYPOTHETICAL CONDITIONS

1. None

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

1. The subject is located on Paige Avenue, a platted, unopened right-of-way as it fronts the subject site. The value estimate provided in this report assumes the platted right-of-way could be opened to the subject site. This is an extraordinary assumption that may have affected the assignment results.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This appraisal is intended to comply with the Scope of Work requirements enacted July 1, 2006 by the Uniform Standards of Professional Appraisal Practice.

2. This is a Restricted Use Report Format, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. The opinions and conclusions set forth in this report may not be understood properly without additional information in the appraiser's work file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

4. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property. The appraisers are not experts in engineering or construction and are not licensed constructions contractors.

8. It is assumed that there are no hidden or unapparent conditions on the property, subsoil, or structures that render it more or less valuable but are not apparent. This appraiser can assume no responsibility for such conditions or for arranging for engineering studies that may be required to discover them.

9. It is assumed that there is full compliance with all federal, state and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

11. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

13. It is assumed that the utilization of the land and improvements is within the boundaries or property liens of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumptions that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with requirements of the Americans with Disabilities Act ("ADA") which became effective January 26, 1992. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

16. Any proposed improvements are assumed to be completed in a professional manner in accordance with the submitted plans and specifications.

17. The distribution, if any, of the total valuation in this report between land and improvements, applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

18. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

19. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

20. The appraiser, by reason of this report, is not required to give testimony or attend court or any governmental hearing with reference to the property in question, unless arrangements have been previously made therefore.

EXECUTIVE SUMMARY

Property Location:	South side of Paige Avenue, west of Mission Drive, New Smyrna Beach, Volusia County, FL. The subject is located directly behind the New Smyrna Beach Regional Shopping Center.
Property Type Appraised:	Residential Land
Current Owner(s) of Record:	Festival Properties, Inc.
Parcel No(s):	7324-12-05-0010
Brief Legal Description:	LOTS 1 BLK 5 WOODLAND MB 6 PG 134 PER OR 1556 PG 0500 PER OR 6513 PG 1166 PER OR 7124 PGS 2722-2723
Property Rights Appraised:	Fee Simple
Effective Date/Date of Report:	April 30, 2025, May 5, 2025
Site Size:	4.50± Acres
Improvements:	None
Zoning:	R-4A & R4, Single-Family Residential, County of Volusia
Future Land Use Designation:	UMI, Urban Medium Intensity
Highest and Best Use "As If Vacant":	Residential
Market Value Opinion "As Is":	$205,000
Cost Approach -	Not Processed
Income Approach -	Not Processed
Direct Sales Approach -	$205,000
Flood Zone:	The subject site is located in a Flood Zone "AE", Community Panel No. 12127C0540J, dated September 9, 2017. The exact determination should be made by a surveyor. Flood Zone "AE" is an area designated as a high-risk flood zone by FEMA because of its proximity to flood plains, rivers, lakes, and other bodies of water.

PURPOSE OF THE APPRAISAL

The *purpose* of the appraisal is to form an opinion of Market Value of the subject property ***"As Is"***. The property is appraised as a Fee Simple Estate, subject to typical mortgage loan encumbrances and utility easements.

MARKET VALUE DEFINITION

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and each acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." [1]

EFFECTIVE DATE OF VALUE/ DATE OF THE APPRAISAL

The *effective date* of the appraisal is April 30, 2025. The *date* of the report is May 5, 2025.

INTENDED USE AND INTENDED USER OF THE APPRAISAL

The intended use of the Restricted Appraisal Report is to assist the client in purchase negotiations. The intended user is *The City of New Smyrna Beach, c/o Mr. Ron Neibert.*

INTEREST VALUED

The subject property is appraised as a Fee Simple Estate. As defined in the Dictionary of Real Estate Appraisal published by the American Institute of Real Estate Appraisers, a Fee Simple Estate is the *"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation."*

LEGAL DESCRIPTION

LOTS 1 BLK 5 WOODLAND MB 6 PG 134 PER OR 1556 PG 0500 PER OR 6513 PG 1166 PER OR 7124 PGS 2722-2723

[1] FDIC Interagency Appraisal and Evaluation Guidelines, December 2, 2010

THREE YEAR SALES HISTORY

Based on a review of the public records, it does not appear as if the subject has transferred within the last three years. The subject property is currently listed, as part of a larger tract of land (24.7 acres), for $1,250,000 or $50,607 per acre and has been on the market for over thirteen months. A copy of the listing is included in the Addenda of this report.

REAL PROPERTY ASSESSMENT

The subject property is currently assessed by the Volusia County Tax Assessor for ad valorem taxes for the year 2024. The Volusia County Council of Governments determines the millage rate used in calculating the tax bill in October of each year. The tax collector issues the tax bill providing for a 4 percent discount of the bill if paid in November, a 3 percent discount for payment in December, a 2 percent discount if paid in January, and a 1 percent discount for payment in February. All taxes be come delinquent after March 31st of each year.

Tax Parcel No.	Assessed Value	Taxable Value	Total Gross Taxes
7324-12-05-0010	$73,508	$75,508	$1,362.16

Taxes for this area are based on a millage rate of 17.60360 for 2024. Based on our analysis of the subject property and the final estimate of value, the assessment appears to be very favorable in the local market in terms of value as previously defined within this report. It should be noted the Volusia County Property Appraiser's assessment has *not* been relied upon in valuing the subject property and the assessment is included herein for informational purposes only.

IDENTIFICATION OF THE SUBJECT PROPERTY

The subject site consists of 4.50± acres of unimproved land, zoned for residential use, located on the south side of Paige Avenue, just west of Mission Drive, in New Smyrna Beach, Volusia County, Florida.

LAND USE PLANNING, ZONING, CONCURRENCY

The subject site is zoned R-4 and R-4A, Urban Single Family, by the County of Volusia. The R-4 classification permits residential uses such as single family dwellings, cluster housing, zero lot line subdivisions, etc. That portion of the subject zoned R-4A lies within the Airport Protection Overlay Zone, which has some height restrictions. The R-4 zoning classification requires a minimum site size of 7,500 square feet and a minimum width of 75 feet. A copy of the R-4 zoning ordinance is presented in the Addenda of this report.

The County's Future Land designation is UMI, Urban Medium Intensity. There are no known pending public developments or regulations likely to have an affect on the future zoning of the subject property. Based on an analysis of various parcels in this area, concurrency is not a limiting factor with respect to new development.

SCOPE OF WORK

Scope of Work is defined as the type and extent of research and analyses in an appraisal or appraisal review assignment. In order to produce a credible assignment, the appraisal work and analysis included:

* physically inspecting the surrounding market area;
* an analysis of regional and market area trends, including social, economic, governmental and environmental influences;
* an analysis of general value influences in the subject's competitive market;
* research of applicable tax data and physical characteristics;
* an analysis of the building improvements;
* an analysis of the highest and best use of the subject property, which considered pertinent variables, such as property characteristics, zoning, future land use, and support facilities, as well as exposure time; and,
* application of the Direct Sales Comparison Approach to arrive at an indication of value for the subject property "As Is".

Careful consideration was given to the applicability of each of the three approaches to value in this report. The subject of this appraisal assignment comprises the valuation of an unimproved parcel of residential land. In this case, only the Direct Sales Comparison Approach will be processed to form an opinion of Market Value, which is considered most credible when appraising this type of property (vacant residential land). Sufficient data was available in order to be reconciled into a final valuation estimate for the subject property.

In this case, the Cost and Income Approaches were not processed. The absence of these approaches are not intended to mislead the client.

The process of collecting data involved a search of the market area for comparable sales and listings. The search was made using data from the Volusia County Property Appraiser's Offices, the Clerk of the Circuit Court Official Record Books, the Multiple Listing Services, Co-star Research, conversations with local Realtors, LoopNet, etc.

Martin J. Concannon, Cert Gen RZ 907, provided significant professional assistance in the preparation of this appraisal report. The assistance included sales research, valuation analyses, property inspection, and assistance in the writing of the appraisal report. The analyses, valuations, and conclusions were a joint effort between R. Todd Heffington, MAI, and Martin J. Concannon. This is a Restricted Appraisal Report and further supporting documentation is retained in the appraiser's file.

ESTIMATED EXPOSURE TIME

The Dictionary of Real Estate Appraisal, 3rd Edition, defines *Exposure* on page 126 as: The time a property remains on the market, or the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is always considered to occur prior to the effective date of the appraisal.

The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions.

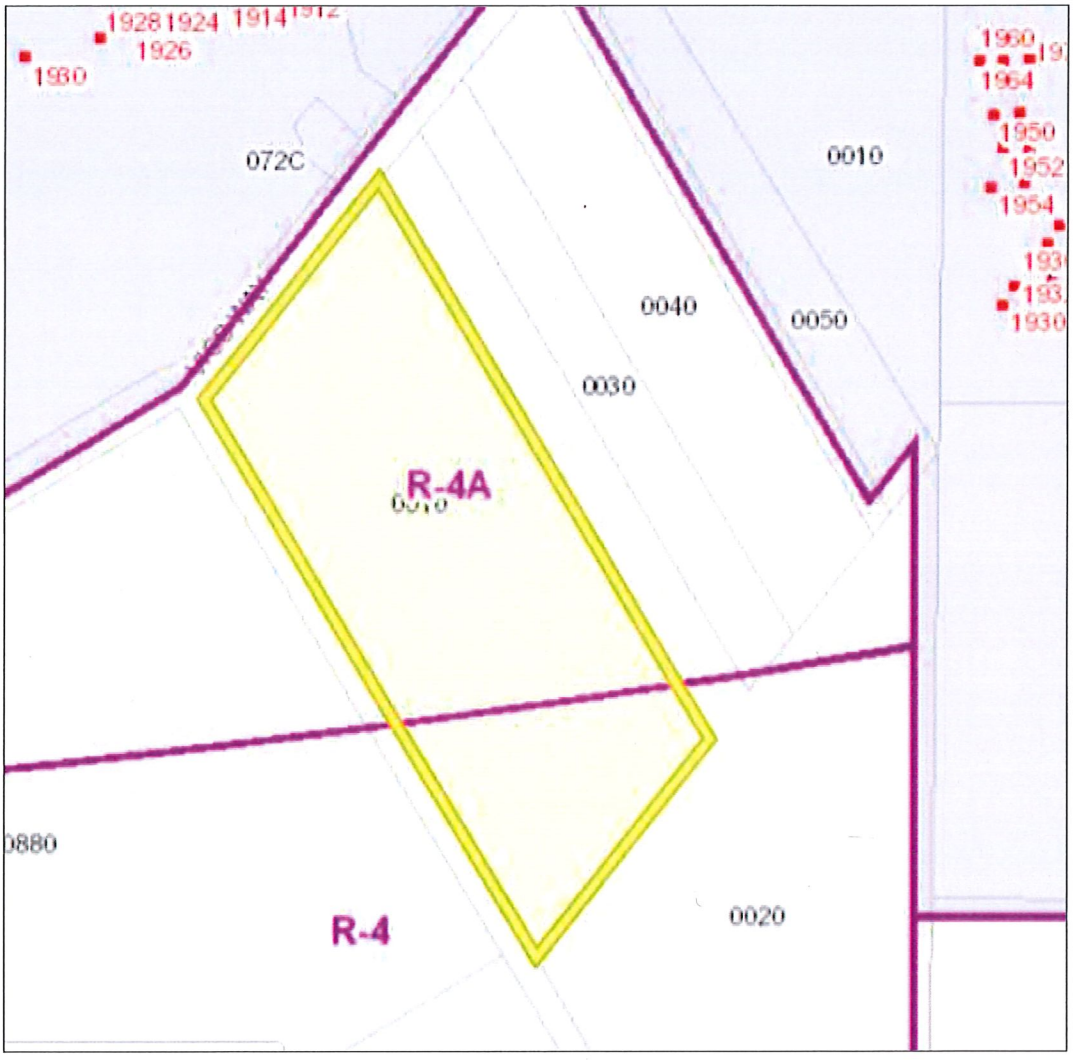
The Steller Multiple Listing Service indicated that from June 1, 2024 until April 31, 2025 (eleven months), the average days on the market for unimproved residential land was approximately 2 months to closing and these properties sold at a list to sell ratio of 90.0 percent. The subject property, as part of a larger tract, has been listed for sale for 431 days. Therefore, we feel that with effective marketing and exposure, it may be possible for the subject to transfer within approximately 8 to 12 months at or near the appraised value estimate provided herein. This opinion also considers the subject property being placed on the market with a concentrated marketing effort by a knowledgeable and competent professional.

FLOOD MAP

CITY OF NEW SMYRNA BEACH
125132
Zone AE
29.008742,-80.948747
COUNTY
UNINCORPORATED AREAS
12127C0540J
eff. 9/29/2017

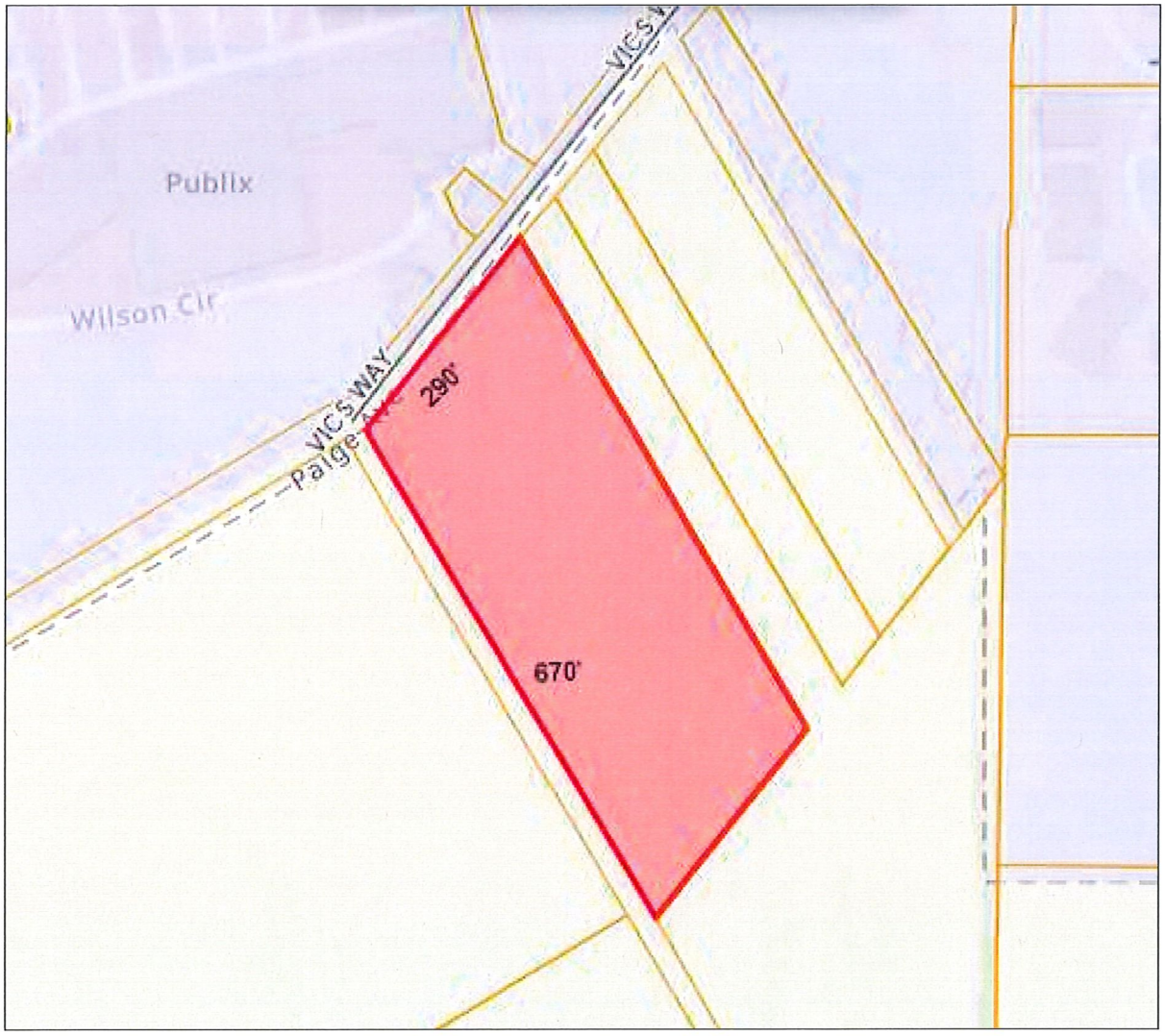
ZONING MAP

R-4A & R-4, URBAN SINGLE-FAMILY, VOLUSIA COUNTY



PROPERTY APPRAISER' PLAT

Measurements are approximate. An up-to-date survey was not provided.



DESCRIPTION OF THE SITE

Location, Size, and Shape: The subject site is located on the south side of Paige Avenue, just west of Mission Drive, in New Smyrna Beach, Volusia County, Florida. The subject site is actually in unincorporated Volusia County. The site is rectangular and contains **4.50± acres** of land area. The site has approximately 290 feet of frontage on Paige Avenue (unopened) and a depth of 670± feet. We were not provided with an up-to-date survey or legal description. In the event a current survey indicates a significant difference from the site estimate shown herein, we reserve the right to adjust this report accordingly. Please refer to the previous page for visual orientation.

Access: The subject site is located on the south side of Paige Avenue, a platted, unopened right-of-way as it fronts the subject site. Paige Avenue, as it fronts the subject site, is a shell topped and grassed trail that begins behind the rear of the New Smyrna Beach Regional Shopping Center. Paige Avenue, as it extends west to the subject site, is a two lane paved right-of-way that terminates behind the shopping center. Paige Avenue also extends east from Corbin Park Drive to a point just east of Trophy Hunter Trail. It is paved up to this point then becomes a grassed trail. It is our assumption that Paige Avenue could be opened to the subject site for vehicular access.

Topography And Drainage: The site is generally level and is heavily wooded. The National Wetlands Inventory Map indicates that almost the entire site is classified as wetlands PFO1Ad (see Addenda for details of this classification). There is no indication of wetlands on the Volusia County Property Appraiser's record card. The appraisers were not provided with a jurisdictional wetland survey or topographical survey. At the time of our inspection, there were no apparent unfavorable soil conditions found which might adversely affect the subject site. In the event soil tests or other sources should indicate detrimental soil conditions, the appraisers reserve the right to modify the value conclusions accordingly.

Utilities/Services Available: There are currently no public utilities are available to the subject site. All public utilities would have to be extended to the site, from either Mission Drive or Corbin Park Road, for development. On-site wells and septic tanks are typical for this area, and this factor is not considered to negatively impact the site's marketability. Police and fire protection are provided by the County of Volusia and the City of New Smyrna Beach. Telephone service is supplied by publicly regulated companies. Trash and garbage pick-up is contracted by a private company.

Flood Plain Data: Based on the FEMA issued flood maps, the majority of the subject site is in a Flood Zone "AE", Community Panel No. 12127C0540J, dated September 9, 2017. The exact determination should be made by a surveyor. Flood Zone "AE" is an area designated as a high-risk flood zone by FEMA because of its proximity to floodplains, rivers, lakes, and other bodies of water.

Easements, Encroachments, or Restrictions: Typical utility easements may apply. An up-to-date title search and survey is recommended.

Nearby Land Uses: A shopping center, fast food restaurants, apartments, single family dwellings, small acreage tracts of undeveloped land.

Highest and Best Use Estimate

As Vacant: Residential Development

NATIONAL WETLANDS INVENTORY MAP

DIRECT SALES COMPARISON APPROACH

The Direct Sales Comparison Approach, or Market Data Approach as it is sometimes referred to, is an appraisal technique which utilizes recent transactions of similar comparable properties to derive an indication of value for the subject. These comparable properties are adjusted for variables to enhance their degree of comparability to the subject. Based upon those adjustments supported by market evidence, the appraisers are then able to develop a clear indication of value for the subject. This technique is particularly accurate when there is an active and normal sales market of similar properties and when the details of the transactions can be verified by reliable sources involved in the sale.

The Direct Sales Comparison Approach is based upon the principle of substitution, in that a knowledgeable buyer will not pay any more for a particular property than what it would cost to purchase a duplicate property with equal utility.

The *unit of comparison* utilized in this section of the report is based on the *selling price per acre of land area,* which is generally recognized as the best means of relating small acreage tracts of residential land similar to the subject property.

The sales represent transactions which are considered comparable properties that represent valid indications of market activity and demand for this type of property in this locale. Though these transactions demonstrate a wide range in selling price per acre of land area, they bracket the subject's features and help narrow the value range.

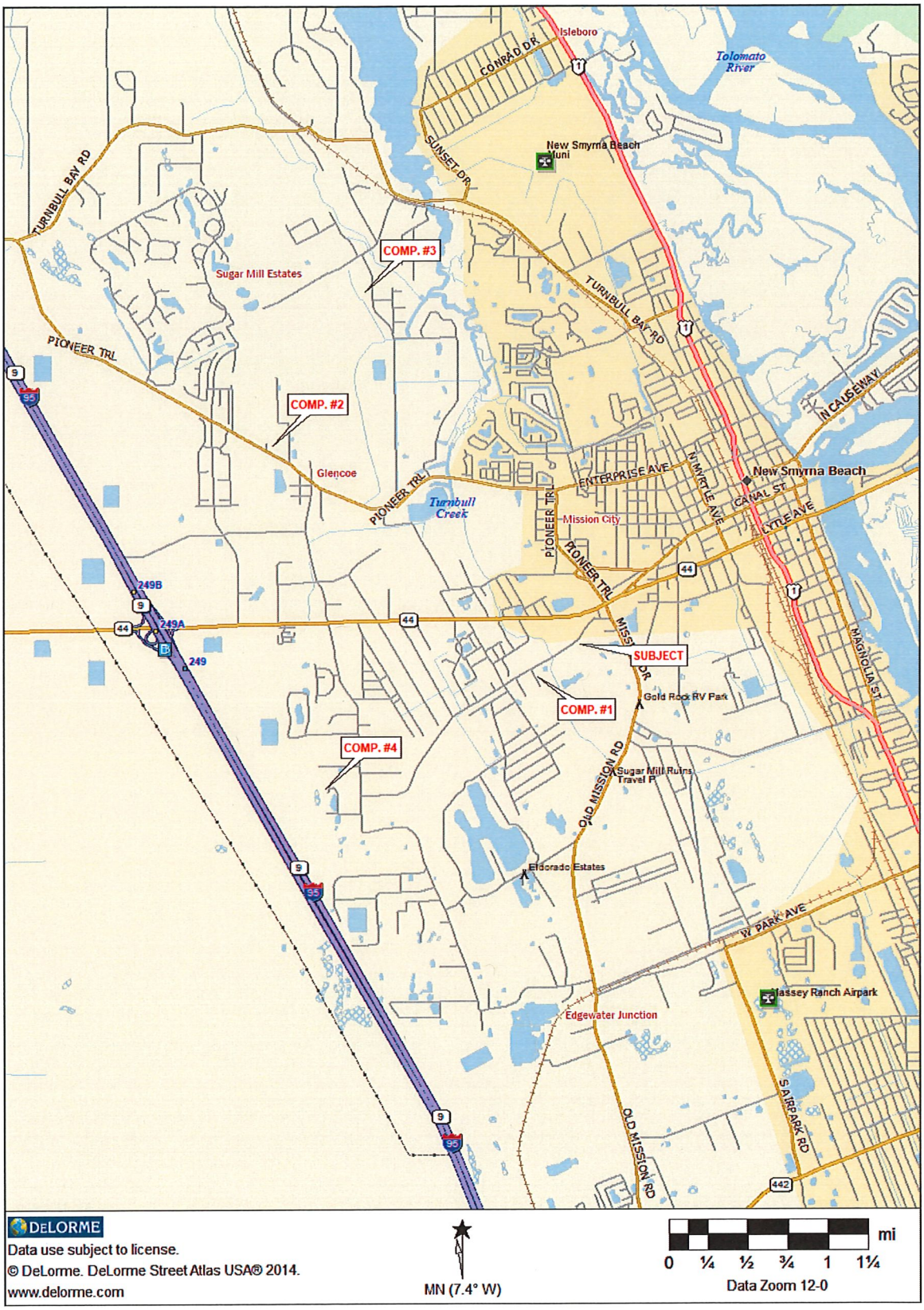
A grid sheet analysis depicting adjustments to each comparable for its differences with the subject is presented on the following page followed by a location map and final analysis.

COMPARABLE SALES ADJUSTMENT GRID

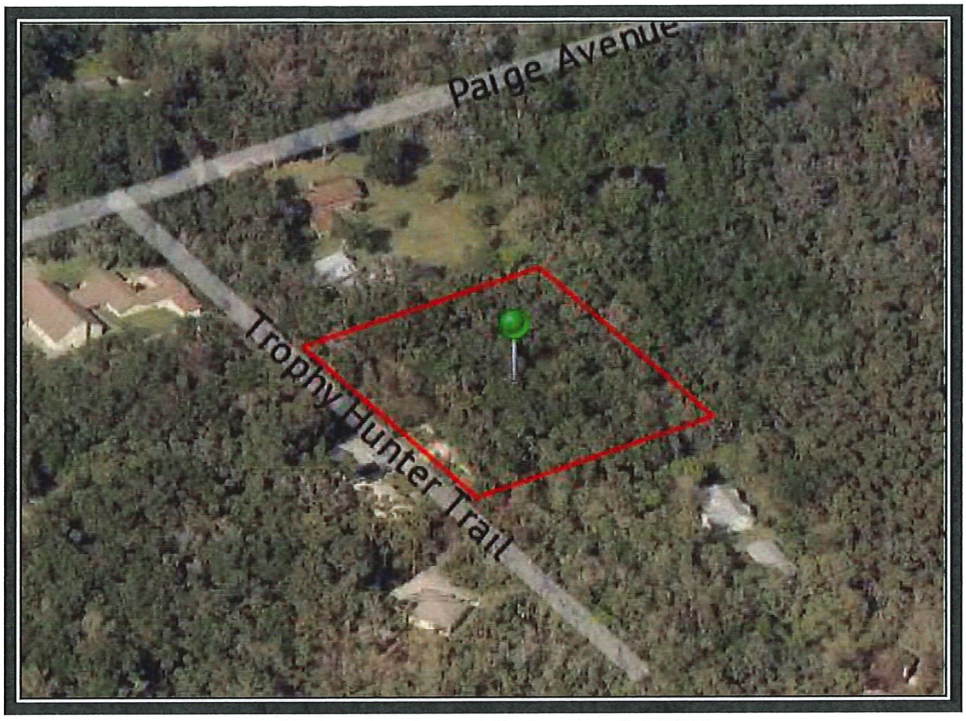
	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	COMPARABLE NO. 4
SALES INFORMATION	S/S PAIGE AVENUE	725 TROPHY HUNTER TRAIL	2585 PIONEER TRAIL	1172 WILLIAMS ROAD	2516 GLENHAVEN STREET
PROPERTY ADDRESS	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH	NEW SMYRNA BEACH
GRANTOR	FESTIVAL PROPERTIES, INC.	FRANK V. HOEGLER, ET UX	TRAVOUS DEVER	ANTOINETTE JONES, ET UX	VINCENT J. SATTANI, III
GRANTEE	N/A	SHERRY RUPKE	GORDON EDWIN BAKER, ET UX	DEREK C. MORRISON, ET AL	JACK LACAILLADE, ET UX
OR BK/PG	N/A	8554/1851	8520/4967	8600/1198	8603/2308
SALE PRICE	N/A	$240,000	$150,000	$299,999	$226,800
PRICE/PER ACRE	**$0.00**	**$96,000**	**$137,741**	**$96,277**	**$90,720**
PRIMARY ADJUSTMENTS					
PROPERTY RIGHTS	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	96,000	$137,741	$96,277	$90,720
FINANCING	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	$96,000	$137,741	$96,277	$90,720
CONDITIONS OF SALE	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTMENT PRICE/ACRE	$0	$96,000	$137,741	$96,277	$90,720
SALE DATE	N/A	05/24	02/24	08/24	08/24
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTED PRICE/ACRE		**$96,000**	**$137,741**	**$96,277**	**$90,720**
OTHER ADJUSTMENTS					
LOCATION	AVERAGE	AVERAGE	AVERAGE	AVERAGE	AVERAGE
ADJUSTMENT	0%	0%	0%	0%	0%
INGRESS/EGRESS	RD. WOULD NEED TO BE OPENED	ROAD ACCESS/GRAVEL	ROAD ACCESS/ASPHALT	ROAD ACCESS/ASPHALT	ROAD ACCESS/GRAVEL
ADJUSTMENT	0%	-10%	-20%	-20%	-10%
SIZE (ACRES)	4.50	2.50	1.089	3.116	2.50
ADJUSTMENT	0%	-11%	-19%	-8%	-11%
SHAPE	RECTANGULAR	RECTANGULAR	RECTANGULAR	RECTANGULAR	SLIGHTLY IRREGULAR
ADJUSTMENT	0%	0%	0%	0%	0%
TOPOGRAPHY	HEAVILY WOODED/LEVEL APPROX. 100% WETLANDS	HEAVILY WOODED/LEVEL NO WETLANDS	PARTIALLY CLEARED NO WETLANDS	PARTIALLY CLEARED APPROX. 22% WETLAND	CLEARED NO WETLANDS
ADJUSTMENT	0%	-20%	-20%	-10%	-25%
UTILITIES	UTIL. WOULD NEED TO BE EXT.	ELECT./WELL/SEPTIC	WATER/ELECT./SEPTIC	WATER/ELECT./SEPTIC	ELECT./WELL/SEPTIC
ADJUSTMENT	0%	-5%	-10%	-10%	-5%
FLOOD ZONE	ZONE "AE"	ZONE "AE"	ZONE "A" & "X"	ZONE "AE"	MOSTLY ZONE "A"
ADJUSTMENT	0%	0%	-5%	0%	0%
ZONING	R-4, SINGLE FAMILY RESIDENTIAL	R-1, NSB	R-3, NSB	A-3, COUNTY, 1 ACRE HOMESITES	RR, COUNTY
ADJUSTMENT	0%	0%	0%	0%	0%
ENTITLEMENTS	NONE	NONE	NONE	NONE	NONE
ADJUSTMENT	0%	0%	0%	0%	0%
ADJUSTED PRICE/ACRE	**$0.00**	**$51,840**	**$35,813**	**$50,064**	**$44,453**

ADJUSTED MEAN	**$45,542**

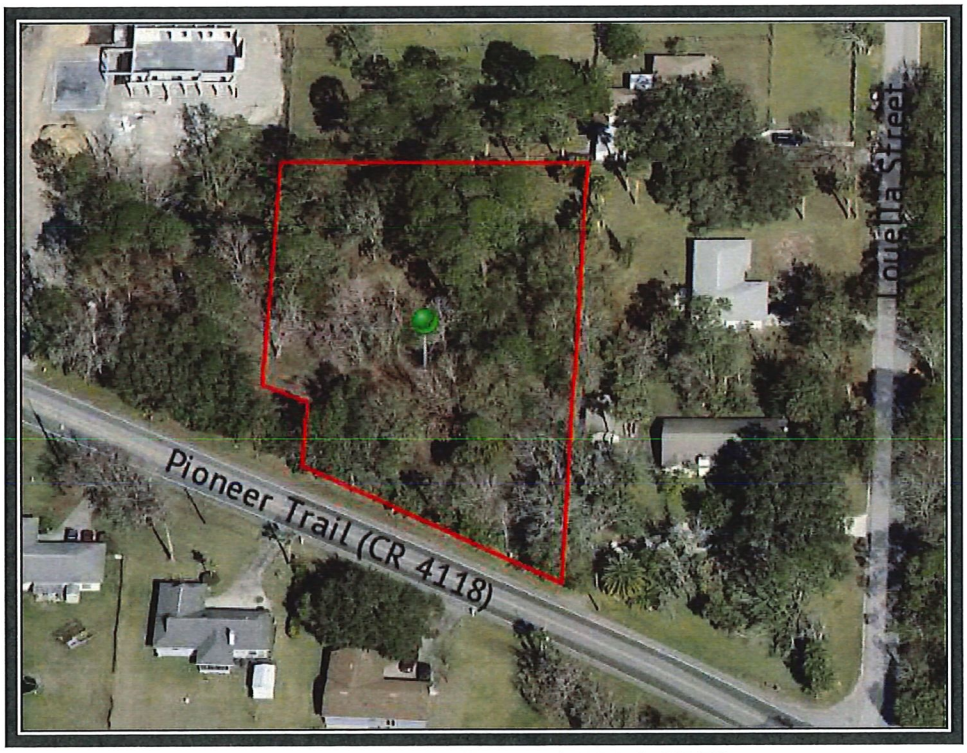
COMPARABLE LAND SALES LOCATION MAP



COMPARABLE PHOTOGRAPHS - 1

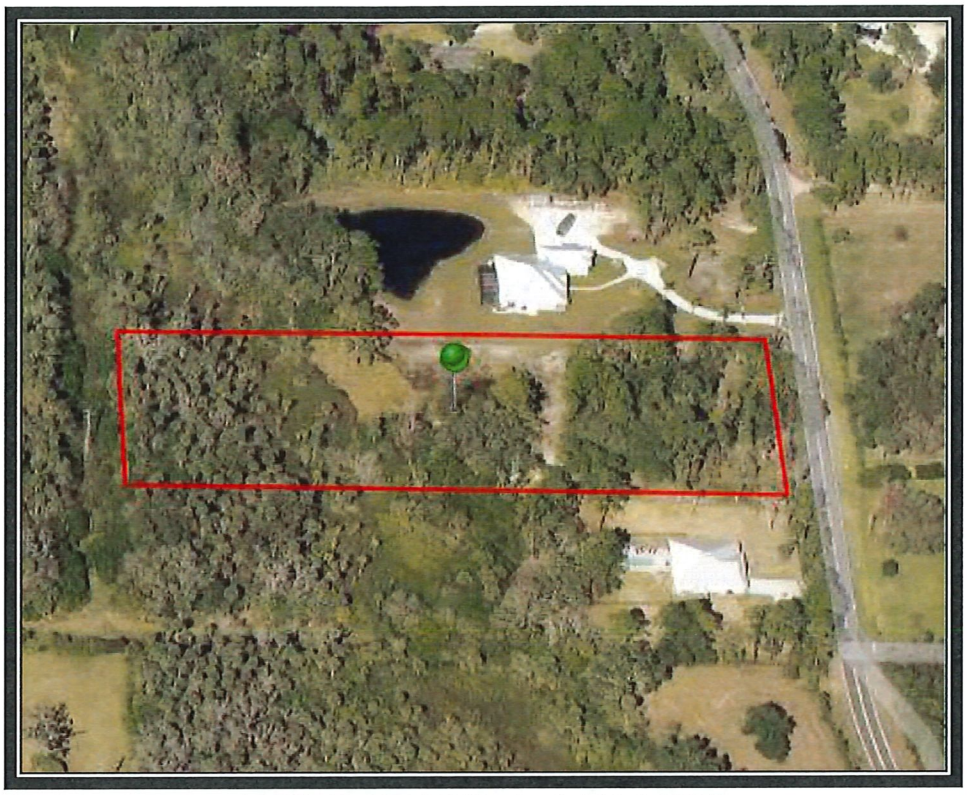


COMPARABLE NO. 1 - 2.5 ACRES
725 TROPHY HUNTER TRAIL, NEW SMYRNA BEACH

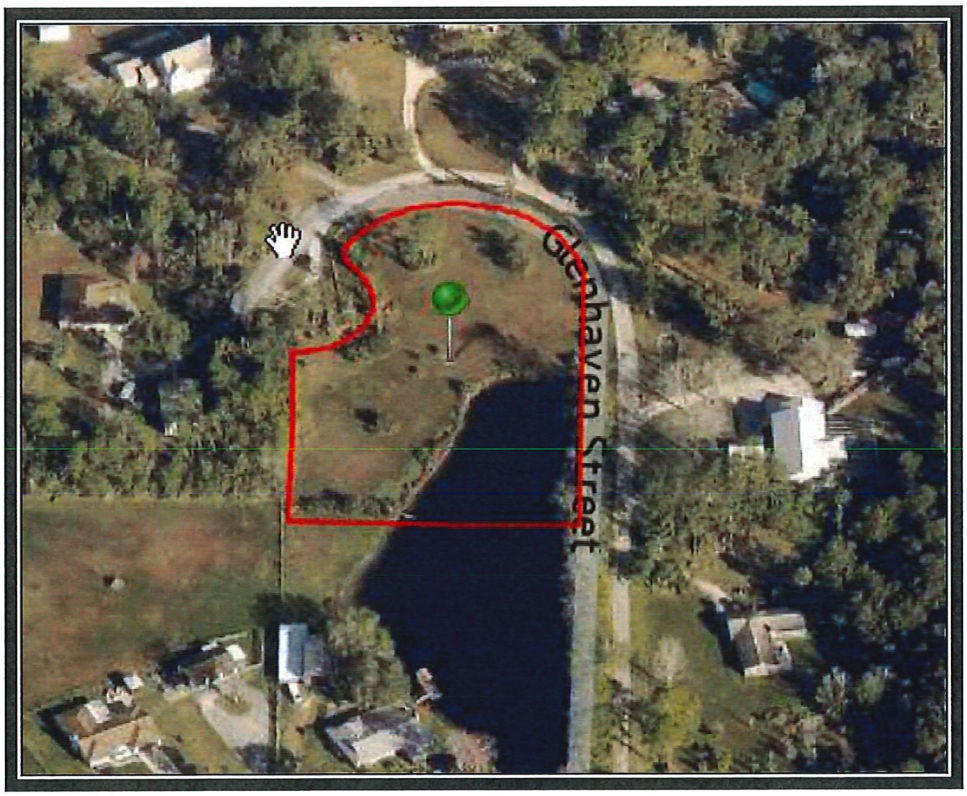


COMPARABLE NO. 2 - 1.089 ACRES
2585 PIONEER TRAIL, NEW SMYRNA BEACH

COMPARABLE PHOTOGRAPHS - 2



COMPARABLE NO. 3 - 3.116 ACRES
1172 WILLIAMS ROAD, NEW SMYRNA BEACH



COMPARABLE NO. 4 - 2.5 ACRES
2516 GLENHAVEN STREET, NEW SMYRNA BEACH

ANALYSIS OF THE COMPARABLE LAND SALES

Percentage adjustments to the comparable sales have been made to reflect the differing characteristics. These adjustments are not supported by an exact quantitative analysis, but were based on what we believe would be the market's perception of the inferior, or superior qualities of the comparables as they relate to the subject. After listing and analyzing the comparable sales, the appraisers logically interpolated these transactions into a value estimate for the subject based upon the pertinent factors highlighted in the ensuing discussion.

The comparables represent four recent land sales that are all zoned for single family residential use and are located in New Smyrna Beach area. The sales ranged in size from 1.09 acres up to 3.10 acres. The subject contains a total of 4.50 acres.

Comparable No. 1 sold in May, 2024 for $240,000 or $96,000 per acre. This is a 2.50 acre tract of land located on Trophy Hunter Trail just north of the subject. We adjusted this comparable downward for its superior accessability, smaller size, superior topography, and availability of utilities.

Comparable No. 2 sold in February, 2024 for $150,000 or $137,741 per acre. This is a 1.089 acre tract of land located on Pioneer Trail just west of Glencoe Road. We adjusted this comparable downward for its superior accessability, smaller site size, superior topography, availability of utilities, and a superior flood zone rating.

Comparable No. 3 sold in August, 2024 for $299,999 or $96,277 per acre. This is a 3.116 acre tract of land located on Williams Road just south of Mooneyham Drive. We adjusted this comparable downward for its superior accessability, smaller size, superior topography, and availability of utilities.

Comparable No. 4 sold in August, 2024 for $226,800 or $90,720 per acre. This is a 2.50 acre tract of land located on Glenhaven Street just west of South Glencoe Road. We adjusted this comparable downward for its superior accessability, smaller size, superior topography, and availability of utilities.

The four comparables indicated a range in selling price from $90,720 to $137,741 per acre. After adjustments, the comparables provided a range of value from $35,813 to $51,840 per gross acre. The adjusted mean value was $45,542 per acre.

The four comparables have been considered equally, more or less, in this analysis. Based on the above information, we consider an estimate of $45,500 per acre of land area to be reasonable and appropriate. Calculations are provided below.

4.50± Acres @ $45,500 Per Acre = $204,750

R/T = $205,000

VALUE INDICATED BY DIRECT SALES COMPARISON APPROACH

TWO HUNDRED FIVE THOUSAND DOLLARS

($205,000)

FINAL OPINION OF VALUE

As discussed in the Appraisal Process, only the Direct Sales Comparison Approach was processed; therefore, the final reconciliation is limited to this approach. There were an adequate number of comparable sales that indicated a reasonable final estimate of Market Value by judging the quantity and quality of the data.

Thus, after considering all of the above information, it is our opinion the estimated Market Value of the subject site **"As Is"**, as of April 30, 2025, was:

ESTIMATED "AS IS" MARKET VALUE

TWO HUNDRED FIVE THOUSAND DOLLARS

($205,000)

ADDENDA

ENGAGEMENT LETTER
VOLUSIA COUNTY PROPERTY APPRAISER'S RECORD CARD
LATEST DEED DATED MAY 22, 2015
R-4, VOLUSIA COUNTY URBAN SINGLE FAMILY RESIDENTIAL ZONING ORDINANCE
CURRENT LISTING OF SUBJECT PROPERTY (AS PART OF A LARGER TRACT OF LAND)
NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY
NEIGHBORHOOD MAP
QUALIFICATIONS OF THE APPRAISERS

Marty Concannon

From: Neibert, Ronald <RNeibert@cityofnsb.com>
Sent: Wednesday, April 2, 2025 9:11 AM
To: Marty Concannon
Subject: FW: Appraisals

From: Neibert, Ronald
Sent: Wednesday, April 2, 2025 8:38 AM
To: Marty Concannon <marty@heffingtonandassociates.com>
Subject: Appraisals

Marty:

Please conduct an appraisal of the following properties:

7343-0600-0880; 7343-0600-0881&7324-1205-0010

Thanks,

Ron Neibert
Assistant City Manager
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168
Office (386) 410-2612
rneibert@cityofnsb.com
www.cityofnsb.com

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** Please consider the negative environmental impacts associated with printing email **

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE CITY OF NEW SMYRNA BEACH FLORIDA
www.cityofnsb.com

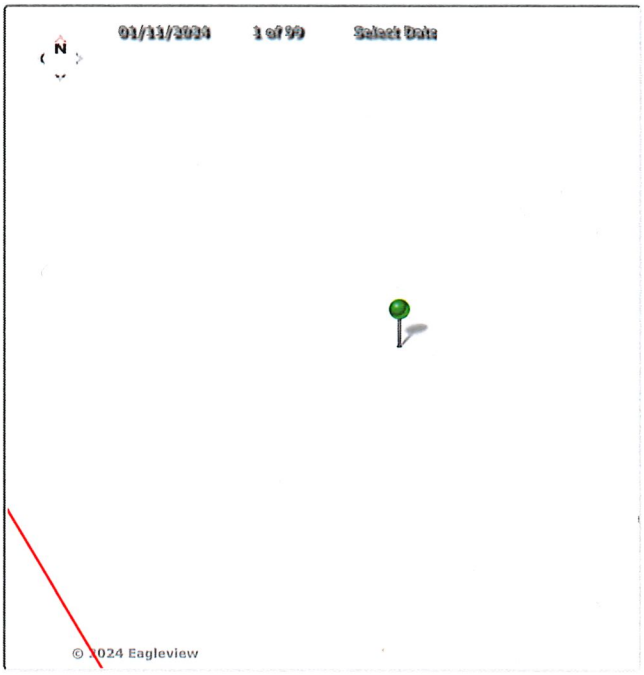
Stay on top of sales! Recent sales data now available for viewing on our website.

Volusia County Property Appraiser
Larry Bartlett, JD, CFA
We Value Volusia

Select Language

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3716132
Parcel ID:	732412050010
Township-Range-Section:	17 - 33 - 24
Subdivision-Block-Lot:	12 - 05 - 0010
Physical Address:	NO STREET, COUNTY 32168
Owner(s):	FESTIVAL PROPERTIES INC - FS - Fee Simple - 100%
Mailing Address On File:	1215 GESSNER DR HOUSTON TX 77055 *Update Mailing Address*
Building Count:	0
Neighborhood:	4458 - NAPIER & HULL MB 2 PG 42 *Neighborhood Sales*
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	600-UNINCORPORATED - SOUTHEAST
2024 Final Millage Rate:	17.6036
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	LOTS 1 BLK 5 WOODLAND MB 6 PG 134 PER OR 1556 PG 0500 PER OR 6513 PG 1166 PER OR 7124 PGS 2722-2723



Values & Exemptions | Land & Buildings | Sales | Legal | Property Tax Bill

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0016-VAC UNPVD 2 - 4.99 AC	N	A-ACRE		4.5000				80,000	$108,000
									Total Land Value:	$108,000

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

06/05/2015 12:27 PM
Doc stamps 350.00
(Transfer Amt $ 50000)
Instrument# 2015-102232 # 1
Book: 7124
Page: 2722

$50,000.
Prepared by and return to:
Katina B. Hunt
Freedom Title & Escrow Company, LLC
133 South Old Dixie Highway
Lady Lake, Florida 32159

File Number: 2015-3248

Warranty Deed

THIS INDENTURE, made this May 22, 2015 A.D. by **Patrick L. Smith, Ancillary Personal Representative of the Estate of Pierce R. Capell, deceased,** whose post office address is 179 U.S. Hwy. 27, Suite F, Clermont, Florida 34711, hereinafter called the grantor(s), to **Festival Properties, Inc., a Texas corporation,** whose post office address is: 1215 Gessner Drive, Houston, Texas 77055, hereinafter called the grantee(s):

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Volusia** County, Florida, viz:

Lot 1, Block 5, "WOODLAND" L.D. BUCK'S SUBDIVISION, in Section 24, Township 17 South, Range 33 East, New Smyrna, Florida, according to the map thereof recorded in Map Book 6, Page 134, Public Records of Volusia County, Florida.

Parcel ID Number: **7324-12-05-0010**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to **December 31, 2014.**

Instrument# 2015-102232 # 2
Book: 7124
Page: 2723
Diane M. Matousek
Volusia County, Clerk of Court

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

1. _____

Witness Printed Name Jennifer A. Quezada Castillo

_____ (Seal)

Patrick L. Smith, Ancillary Personal Representative of the Estate of Pierce R. Capell, deceased

2. _____

Witness Printed Name Ashley Crosby

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 21st day of May, 2015, by **Patrick L. Smith, Ancillary Personal Representative of the Estate of Pierce R. Capell, deceased,** who is/are personally known to me or who has produced DL as identification.

{SEAL}

_____

Notary Public
Print Name: Jennifer A. Quezada Castillo

My Commission Expires: MARCH 12, 2019

JENNIFER A. QUEZADA CASTILLO
MY COMMISSION # FF 209154
EXPIRES: March 12, 2019
Bonded Thru Notary Public Underwriters

R-4 URBAN SINGLE-FAMILY RESIDENTIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the R-4 Urban Single-Family Residential Classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted principal uses and structures: In the R-4 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to subsection 72-304).

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(16)).

Fire stations.

Home-based business (refer to section 72-283).

Houses of worship.

Parks and recreational areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Single-family standard or modular dwelling.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Bed and breakfast (refer to subsection 72-293(19)).

Cemeteries (refer to subsection 72-293(4)).

Communication towers exceeding 70 feet in height above ground level.

Day care centers (refer to subsection 72-293(6)).

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Excavations only for stormwater retention ponds for which a permit is required by this article.

Off-street parking areas (refer to subsection 72-293(14)).

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to subsection 72-293(1)).

Recreational areas (refer to subsection 72-293(3)).

Schools, parochial or private (refer to subsection 72-293(4)).

Dimensional requirements:

Minimum lot size:

Area: 7,500 square feet.

Width: 75 feet.

Minimum yard size:

Front yard: 25 feet.

Rear yard: 20 feet.

Side yard: 20 feet combined, minimum of eight feet on any one side.

Waterfront yard: 25 feet.

Maximum building height: 35 feet.

Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 850 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

(Ord. No. 81-39, § XII, 11-19-81; Ord. No. 82-20, § XIII, 12-9-82; Ord. No. 84-1, §§ III, VII, X, XII, 3-8-84; Ord. No. 85-2, § I, 3-14-85; Ord. No. 89-20, §§ VI, VII, 6-20-89; Ord. No. 90-34, § 17, 9-27-90; Ord. No. 92-6, § XIX, 6-4-92; Ord. No. 94-4, § XXI, 5-5-94; Ord. No. 97-19, § II, 8-7-97; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2009-17, § III, 5-21-09; 2021-14, § II, 7-20-21; Ord. No. 2021-34, § I(Exh. A), 12-14-21; Ord. No. 2023-04, § III, 2-21-23)

R-5 URBAN SINGLE

Presenting:

2000 Paige Ave
Paige Ave 24.5 Acre Site

New Smyrna Beach, FL 32168

Land of 24.50 AC is for sale at $1,250,000 ($51,020.41/AC)

Investment Information

2000 Paige Ave - Paige Ave 24.5 Acre Site

New Smyrna Beach, FL 32168

Land of 24.50 AC is for sale at $1,250,000 ($51,020.41/AC)

For Sale Data

Sale Price:	**$1,250,000**
Price/AC	**$51,020.41**
Cap Rate:	**-**
Days on Market:	**416**
Sale Status:	**Active**
Sale Conditions:	**-**
Sale Type:	**Investment**

Sales Contacts

SVN | Alliance Commercial Real Estate Advisors
1275 W Granada Blvd
Suite 5B
Ormond Beach, FL 32176
(386) 310-7900

Chris Butera
Principal
(386) 453-4789 *phone*
(386) 677-7745 *fax*

Notes

Offered for sale is a 24.5+/- acre development site located in desirable New Smyrna Beach, FL. Ideally located just south of the New Smyrna Beach Regional Center (Publix anchored) on SR 44. The site can be accessed off Paige Avenue from the west and Mission Drive, via Vics Way, from the east. This central location allows quick access to I-95 as well as downtown NSB, Flagler Avenue and the beach.

This property would be ideal for an infill residential project, which are in high demand in New Smyrna Beach. The existing zoning is (R-4) in Volusia County and most likely a rezoning would be necessary. Contact broker for more details.

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Property Information

2000 Paige Ave - Paige Ave 24.5 Acre Site

New Smyrna Beach, FL 32168

Land of 24.50 AC is for sale at $1,250,000 ($51,020.41/AC)

Land Information

Parcel Size:	**24.50 AC**	Proposed Use:	**Single Family Development**
Zoning:	**R-4**	On-Site Improv:	**Raw land**
Density:	**-**	Owner Type:	**-**
Number Of Lots:	**-**	Lot Dimensions:	**-**
Improvements:	**-**		
Topography:	**Level**		
Off-Site Improv:	**Streets**		

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NATIONAL WETLAND INVENTORY MAP CLASSIFICATION - SUBJECT PROPERTY

Classification code: PFO1Ad

System Palustrine (P) : The Palustrine System includes all nontidal wetlands dominated by trees, shrubs, persistent emergents, emergent mosses or lichens, and all such wetlands that occur in tidal areas where salinity due to ocean-derived salts is below 0.5 ppt. It also includes wetlands lacking such vegetation, but with all of the following four characteristics: (1) area less than 8 ha (20 acres); (2) active wave-formed or bedrock shoreline features lacking; (3) water depth in the deepest part of basin less than 2.5 m (8.2 ft) at low water; and (4) salinity due to ocean-derived salts less than 0.5 ppt.

Class Forested (FO) : Characterized by woody vegetation that is 6 m tall or taller.
Subclass Broad-Leaved Deciduous (1) : Woody angiosperms (trees or shrubs) with relatively wide, flat leaves that are shed during the cold or dry season; e.g., black ash (Fraxinus nigra).
Water Regime Temporary Flooded (A) : Surface water is present for brief periods (from a few days to a few weeks) during the growing season, but the water table usually lies well below the ground surface for the most of the season.

Special Modifier Partially Drained/Ditched (d) : A partly drained wetland has been altered hydrologically, but soil moisture is still sufficient to support hydrophytes. Drained areas that can no longer support hydrophytes are not considered wetland. This Modifier is also used to identify wetlands containing, or connected to, ditches. The Partly Drained/Ditched Modifier can be applied even if the ditches are too small to delineate. The Excavated Modifier should be used to identify ditches that are large enough to delineate as separate features; however, the Partly Drained/Ditched Modifier also should be applied to the wetland area affected by the ditching.

NEIGHBORHOOD MAP

QUALIFICATIONS OF THE APPRAISER

MARTIN CONCANNON
INDIAN RIVER APPRAISAL SERVICES, INC.
1114 N. PENINSULA AVENUE
NEW SMYRNA BEACH, FL. 32169
Email: marty@heffingtonandassociates.co

BUSINESS AND PROFESSIONAL AFFILIATIONS

Active Florida Real Estate Salesman License #0130821-4628
Certified General Appraiser License #RZ907

EDUCATION

University of Florida, Bachelor of Science Degree, Real Estate and Urban Land Studies, 1975
American Institute of Real Estate Appraisers
Course 8-2: Residential Valuation
Course 1A: Principles, Methods, Techniques of Appraising
Course 1B: Capitalization, Theory and Techniques of Appraising

APPRAISAL EXPERIENCE

Associated with Heffington & Associates, 1983 to Present
Security First Federal Savings and Loan, January 1976 to 1983
Completed appraisals on industrial properties, apartments, professional offices, medical offices, small and large acreage tracts of land, retail properties, mobile home parks etc.

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for dissolution of marriage, deficiency judgments, etc.

PARTIAL LIST OF CLIENTS

BB&T
Fairwinds Credit Union
Regions Bank
TD Bank
City of Daytona Beach
City of New Smyrna Beach
City of South Daytona
City of Edgewater
City of Deltona
County of Volusia
Daytona Beach International Airport
South State Bank N.A.
Farm Credit of Florida
Halifax Health
Seacoast Bank
Intracoastal Bank
City of DeLand
City of Ormond Beach
City of Port Orange
Ameris Bank
Surety Bank
Mainstreet Bank

QUALIFICATIONS OF THE APPRAISER

R. TODD HEFFINGTON, MAI
911 BEVILLE ROAD, STE. 8
DAYTONA BEACH, FL 32119
Email: todd@heffingtonandassociates.com

BUSINESS AND PROFESSIONAL AFFILIATIONS

Member, Appraisal Institute
State Certified General Real Estate Appraiser - State of Florida, License RZ2368
Florida Real Estate Salesman, License SL 0589200
Member DeLand-West Volusia Board of Realtors

EDUCATION

B.S. Degree Real Estate, University of Florida, 1992
Master of the Arts Degree in Real Estate, University of Florida, 1994
Numerous continuing education courses and seminars

APPRAISAL EXPERIENCE

Clayton, Roper, and Marshall, May 1993 through August 1993
Heffington & Associates, September 1, 1993 to Present

Completed appraisals on Single-family Residences, Vacant Residential Land, Agricultural Land, Producing Agricultural Properties, Vacant Commercial Properties, Apartment Developments, Industrial Properties, Golf Courses, Office Buildings, Condemnation Appraisals

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for condemnation, deficiency judgments, etc.

PARTIAL LIST OF CLIENTS

Surety Bank
Fairwinds Credit Union
Intracoastal bank
Ameris Bank
Barwick Bank
City of New Smyrna Beach
City of South Daytona
County Volusia
School Board of Volusia County
Florida Department of Transportation
South State Bank N.A.
Farm Credit of Florida
Mainstreet Community Bank
Seacoast Bank
City of Daytona Beach
City of DeLand
City of Ormond Beach
City of Port Orange
Daytona Beach International Airport
Halifax Health

PURHASE AND SALE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2025, between Festival Properties Inc. who mailing address is 1215 Gessner Drive Houston, TX 77055 ("Seller"), and **CITY OF NEW SMRYNA BEACH**, whose address is 210 Sams Avenue, New Smyrna Beach, FL, 32168, ("Buyer").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows:

SELLER

Festival Properties Inc.
1215 Gessner Drive
Houston, TX 77055
(386)410-2951

:

BUYER:

City Manager
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
(386)410-2610

With a copy to:

Carrie Avallone, City Attorney
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: (386) 410-2600
Email: cavallone@cityofnsb.com

B. Buyer acknowledges and agrees that Seller has a binding Option Agreement on that certain real property in Volusia County, Florida, which property is more particularly described in Exhibit "A" attached hereto and incorporation herein by this reference (hereinafter referred to as the "Property") and is not presently the owner of the Property. The Property includes any and all improvements, fixtures, timber, water and minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian rights, timber rights access rights and mineral rights.

C. Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the property from Seller on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale**. In consideration of an earnest money deposit by Buyer to Seller in the amount of One Hundred Dollars and 00/100 ($100.00) (the "Deposit") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period**. The period of time from the effective date of this Agreement through 20th day of July 2025 shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer.

3. **Purchase Terms**.

a. Price. The purchase price for the Property shall be One Hundred Ninety-five thousand one-hundred forty dollars and 00/100 ($195,140.00) (the "Purchase Price") minus any offset applied to surveys and/or environmental inspection completed by buyer.

b. Method of Payment. The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

4. **Closing**. In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place on or before Sept. 1, 2025,at a time and place mutually agreeable to the parties. The closing agent shall be Professional title Agency 313 Julia street, New Smyrna Beach, FL 32168.

The parties may arrange to close by mail.

Seller shall deliver to Buyer at closing the following documents prepared by Seller's counsel:

a. a special warranty deed to the Property meeting the requirements as to title of Section 6 below, together with a bill of sale for the personal property appurtenant to the Property, if any, and;

b. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than the Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below, and;

c. such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing

documents and conveyance of the Property to Buyer in accordance with this Agreement, and any of the requirements of the title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property.

d. closing statement

Possession of the Property shall pass to Buyer at time of closing.

5. **Closing Expenses and Prorations**:

a. Buyer's expenses:

i. Buyer's attorney's fees;

ii. If Buyer obtains financing for this transaction, including financing by the Seller, Buyer shall pay any documentary or other taxes which may be payable on the promissory note, the mortgage or deed of trust, and the recording costs of UCC statements and other security instruments, if any.

b. Seller's expenses:

i. the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy, including the costs or fees of the title insurance agency or attorney;

ii. transfer or documentary taxes, if any, on the deed of conveyance;

iii. recording fees, and the cost of preparing all documents necessary to satisfy the requirements of the title insurance commitment or remove encumbrances on Seller's title;

iv. buyer will coordinate the boundary survey and will deduct the cost expended from the total cost owed at the time of closing;

buyer will coordinate the boundary survey and will deduct the cost expended from the total cost owed at the time of closing;

v. Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.

c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. **Condition of Title**.

a. Within five (5) days of the effective date of this Agreement, Seller shall provide the Property from Festival Properties Inc.. in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Seller.

b. Buyer may object to any matter of title that, in the opinion of Buyer, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and deliver to Seller with ten (10) days from the date of receipt of the title commitment by Buyer.

c. In the event Buyer timely notifies Seller of objections to title, Seller attempt to cure, but is not obligated to cure such title defects within thirty (30) days from receipt of notice.

d. If Seller is unable or unwilling to make title to the Property such as is required by Buyer by the closing date, then Buyer shall have the right to:

i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the parties shall be relieved of any further obligations hereunder;

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey**. Seller shall provide to Buyer a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Buyer. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-hundredth (1/100) of an acre. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Seller' surveyor discloses any state of facts which materially or adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above.

8. **Hazardous Materials and Audit Remediation.** Buyer, at its sole cost and expense, may obtain a Phase I Environmental Site Assessment ("ESA") performed in accordance with the requirements set forth in ASTME 1527-05. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report may, at the secretion of Buyer, be signed by a Professional Geologist or Professional Engineer qualified in geology obtained by Buyer. In the event that the Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

Notwithstanding the foregoing, such notice of termination may be suspended by Buyer if Seller gives notice with ten (10) days of receipt of Buyer's notice of termination, that Seller agrees to promptly carry out, at Seller's sole expense, and with contractors selected or approved by Buyer, all further investigations and remediation of the Property as is necessary to make the Property acceptable to Buyer within a time period acceptable to Buyer. If Seller elects to carry out such further investigation or remediation, the inspection period shall be automatically extended until fifteen (15) days following Buyer's receipt of information from contractors that is satisfactory to Buyer, or letters of "no further action required" from the applicable regulatory agencies, indicating that either there is no more than a low probability that

Recognized Environmental Conditions are present on or beneath the surface of the Property, or that the Property has been remediated to Buyer's satisfaction and complies with all governmental regulations.

9. **Representations and Warranties of Seller**. The Property will be conveyed by Seller to Buyer "AS IS"..Seller represents and warrants to Buyer that Seller shall have good and marketable fee simple title to the Property by the time of closing. Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Buyer. If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to either:

a. terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property, or

b. defer the closing date for a period of up to Thirty (30) days to permit Seller to remedy the problem.

10. **Seller's Promise to Remove Personal Property**. Prior to closing Seller promises to remove or cause to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish or any other unsightly or offensive materials thereon, including, but not limited to, any tanks and hazardous substance in tanks, barrels, equipment, pipelines or other containers on the Property, provided that the cost of such removal does not exceed $1,000.

11. **Notices**. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by hand, email, first class mail, or courier service, in accordance with the information set forth in Recital "A."

12. **Binding on Successors**. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

13. **Remedies upon Default**. In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Seller shall pay to Buyer the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Seller's default. In the event that Buyer defaults in the performance of any of Buyer's obligations under this Agreement, Buyer shall pay to Seller the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Buyer's default.

14. **Entire Agreement/Modification**. This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of both parties.

15. **Counterparts**. The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

16. **Effective Date**. As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on he dates set forth below.

SEE FOLLOWING PAGES FOR SIGNATURES

SELLER:

Witness DOREEN HILL

By: Dan Silvestri, President

ATTEST:

Dan Silvestri, Secretary

Witness JENNIFER SAUCEDO

Date: _____

BUYER: CITY OF NEW SMYRNA BEACH

_____
Witness

By: _____
Name: Kevin A. Cowper
Title: City Manager

_____
Witness

Date: _____

Approved as to form and legality

BY: _____

EXHIBIT "A'
LEGAL DESCRIPTION

Parcel ID Number: 732412050010

LOTS 1 BLK 5 WOODLAND MB 6 PG 134 PER OR 1556 PG 0500 PER OR 6513 PG 1166 PER OR 7124 PGS 2722-2723

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 40-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD APPROVE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE CATEGORY FROM INDUSTRIAL MIXED USE TO INDUSTRIAL ON APPROXIMATELY 0.59 ± ACRES OF LAND LOCATED ON THE SOUTHEAST CORNER OF SOUTH MYRTLE AVENUE AND W 7TH STREET.

August 12, 2025

Background:

Applicant: Glenn D. Storch, Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114.

Property Owner: MOD 9304 LLC, 1217 Commodore Drive, New Smyrna Beach, Florida 32168.

Request: Small Scale *Comprehensive Plan* amendment:

- **From:** City Future Land Use category of Industrial Mixed Use.
- **To:** City Future Land Use category of Industrial.

Site Information:

- **Size:** 0.59 ± acres.
- **Location:** Southeast corner of South Myrtle Avenue and W 7th Street (see **Exhibit A** for a location map).

Tax I.D. Number: 7449-01-20-0011

Exhibits Used in this report:

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Existing Future Land Use Map
Exhibit D: Existing Future Land Use Text
Exhibit E: Existing Zoning Map
Exhibit F: Existing Zoning Text
Exhibit G: Proposed Future Land Use Map
Exhibit H: Proposed Future Land Use Text
Exhibit I: Concept Plan

Exhibit J: Comprehensive Plan Review
Exhibit K: Survey
Exhibit L: Copy of Proposed Covenant

Findings:

The subject property is located within the City limits and is currently undeveloped. An aerial view/map of the subject property and surrounding area is attached as **Exhibit B**.

The property currently has a City Future Land Use category of Industrial Mixed Use and is zoned City I-1, Light Industrial. Maps showing the current and surrounding existing Future Land Use categories are attached as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. The associated current zoning map and zoning text description for the subject property are attached as **Exhibits E & F**.

With this application, the property owner wishes to change the Future Land Use category from Industrial Mixed Use to Industrial which would create a decrease in allowable density and Floor to Aera Ratio, (FAR). A proposed Future Land Use map and associated text is attached as **Exhibits G & H**. The applicant provided a conceptual plan for the board to show what future development may be on this parcel. See **Exhibit I**.

The applicant has submitted a proposed Declaration of Restrictive Covenants, which is attached as **Exhibit L.** This covenant does indicate the above listed permitted uses that would otherwise be allowed in the I-1, Light Industrial zoning district, but would instead be restricted by this document. If this covenant is executed and recorded with the Clerk of Court, the restrictions would stay with the land unless released by the adjacent property owners.

If the application to change the Future Land Use category to Industial is approved by the City Commission, any proposed development would be required to submit a class II site plan application to the City Technical Review Staff for review. The Technical Review Staff contains professional employees from the Planning Department, Engineering Department, Building Department, New Smyrna Beach Utilities, and Fire Marshal.

The intent of the Industrial Mixed Use, Future Land Use designation is as follows:

- “The purpose of this land use designation is to promote the sustainable development or redevelopment land near railways and/or major highways and in close proximity to the Canal Downtown Neighborhood, by providing maximum opportunity for innovative site planning for living, shopping, and working

environments. Areas designated as Industrial Mixed Use are intended to accommodate a mix of light industrial/research, office, retail and medium to high density residential uses. Areas designated as Industrial Mixed Uses are required to develop using the planned unit development format."

The current Future Land Use designation of Industrial Mixed Use allows for a mixed development of retail, office, residential and industrial. The residential density is 40 dwelling units per acre with a density of transient lodging to be 75 units per acre. This future land use category also allows a Floor to Area Ratio to be 6.5. Because of the allowable mixed development, all properties with a future land use category of Industrial Mixed Use are required to be developed using a Planned Unit Development, (PUD) zoning. A development agreement between the property owner and the City would be reviewed by the City Commission. Because the size of this parcel is less than 2 acres, variances may be required to meet the minimum standard of a PUD zoning.

The intent of the Industrial, Future Land Use designation is as follows:

- "This category is designed for activity predominantly connected with manufacturing, assembly, processing, packaging, research, or storage of products. Additional permitted used in such areas include warehousing, wholesale activity, machine repair, and construction that are not suitable for either residential or commercial districts. Adequate buffering should be provided from adjacent land uses; and transitional uses (such as office or commercial uses) should be provided between industrial and residential areas."

The proposed Future Land Use designation of Industrial removes the allowable residential and transient lodging density. This proposed designation also lowers the allowable Floor to Area Ration from 6.5 to 2.0 thus reducing the size of an allowable building. This Future Land Use designation can be developed using the existing I-1, Light Industrial Zoning District designation.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, stormwater management, and public-school facilities. Because the subject property is requesting a proposed decrease of gross density and Floor to Area Ration, staff did not prepare a concurrency analysis table for this case. Any proposed development would have to provide concurrency during a site plan review application.

The *Comprehensive Plan* provides guidance on future land use amendments, and rezonings. The following is a list of objectives in the *Comprehensive Plan* that support this

proposal:

- Future Land Use Element, Goal 2, Objective 1
- Future Land Use Element, Goal 2, Objective 2
- Future Land Use Element, Goal 4, Objective 1
- Economic Development Element, Goal

Recommendations:

At its regular scheduled meeting on June 2, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested small-scale *Comprehensive Plan* amendment changing the Future Land Use category from Industrial Mixed Use to Industrial.

The Planning Department recommends that the City Commission **approve** the requested decrease in overall density and reduction of the Floor to Area Ratio by changing the Future Land Use category from Industrial Mixed Use to Industrial.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D Industrial Mixed Use FLU Text.pdf
Exhibit E Existing Zoning Map.pdf
Exhibit F City I-1 Zoning Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Industrial FLU Text.pdf
Exhibit I CONCEPTUAL SITE PLAN.pdf
Exhibit J Comprehensive Plan Review.pdf
Exhibit K Survey.pdf
Exhibit L Declaration of Restrictive Covenants for MOD 9304 LLC Property revisd 6-4-25.pdf
Business Impact Estimate - Ord 40-25 SSCPA Myrtle and 7th.pdf
Ord 40-25 SSCPA W 7th and Myrtle.pdf

CPA-1-25: S. MYRTLE AVENUE
PARCEL: 7449-01-20-0011 LOCATION MAP

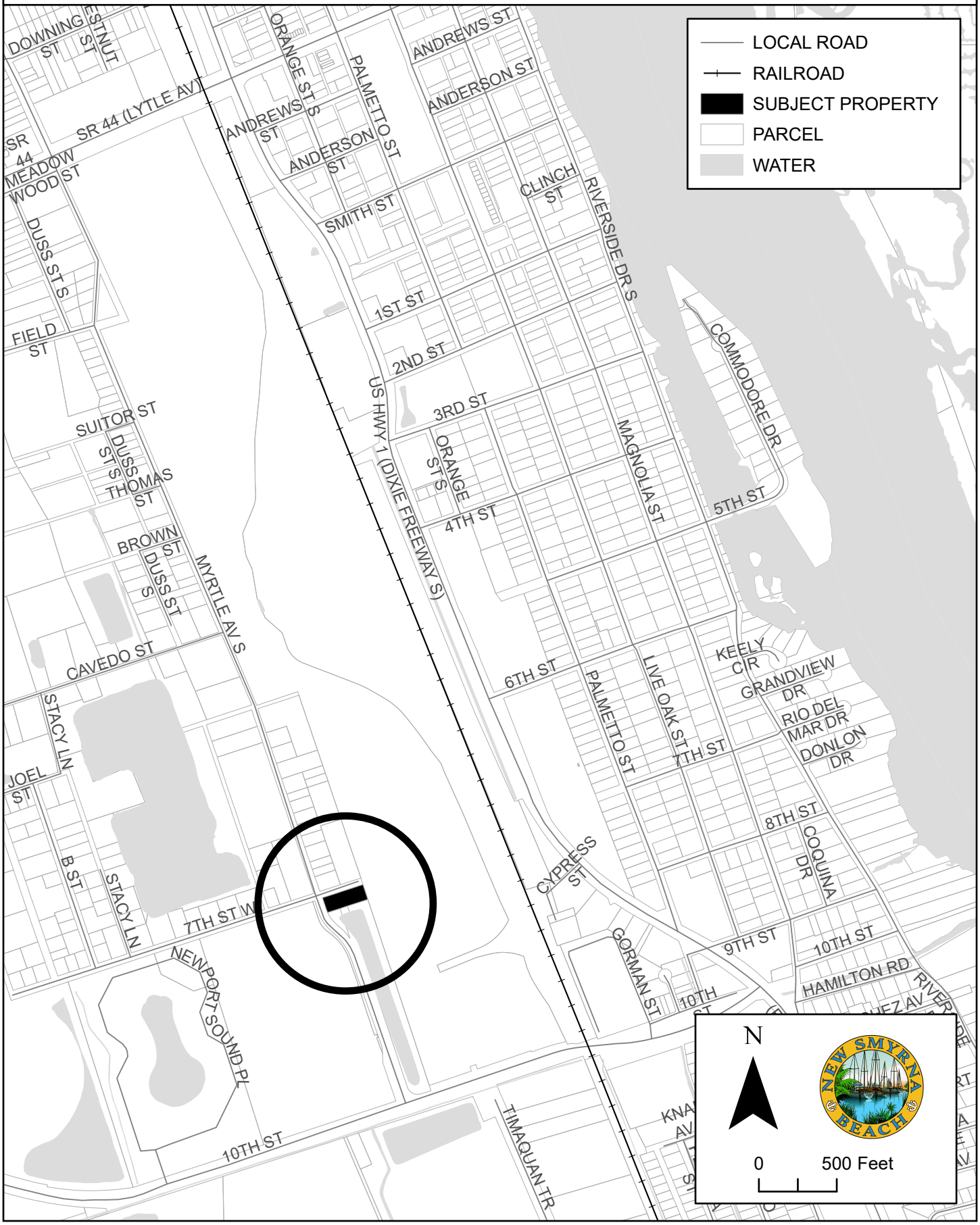
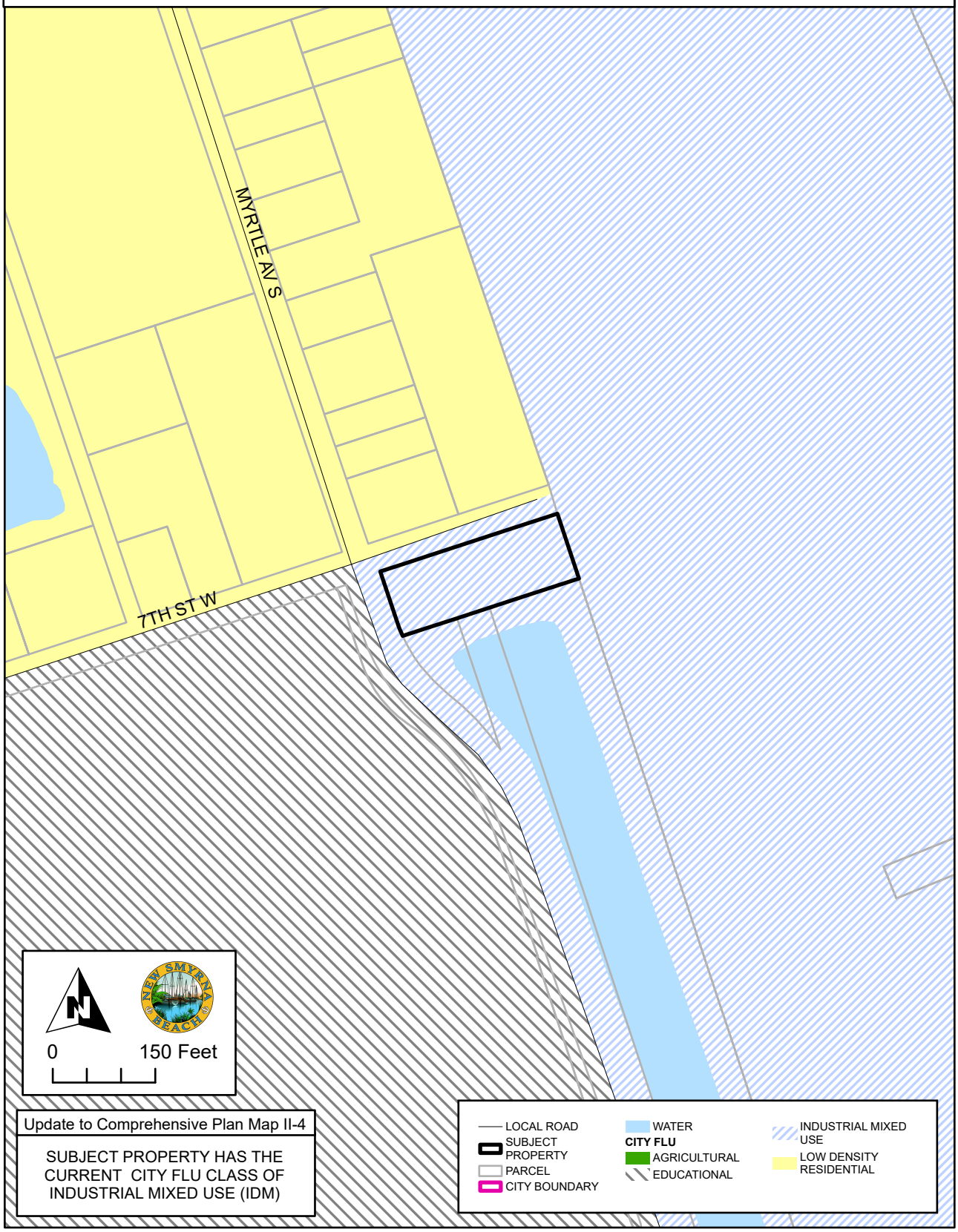


Exhibit B

CPA-1-25: S. MYRTLE AVENUE
PARCEL: 7449-01-20-0011 AERIAL MAP

CPA-1-25: S. MYRTLE AVENUE
EXISTING FUTURE LAND USE MAP



FUTURE LAND USE

INDUSTRIAL MIXED USE

Maximum allowed density:

Up to 40 dwelling units per acre

Up to 75 transient lodging units per acre

Maximum allowed Floor Area Ratio (FAR): 6.50

Maximum Allowable Percentage of uses for Development Using the Planned Unit Development format:

Retail: 65%

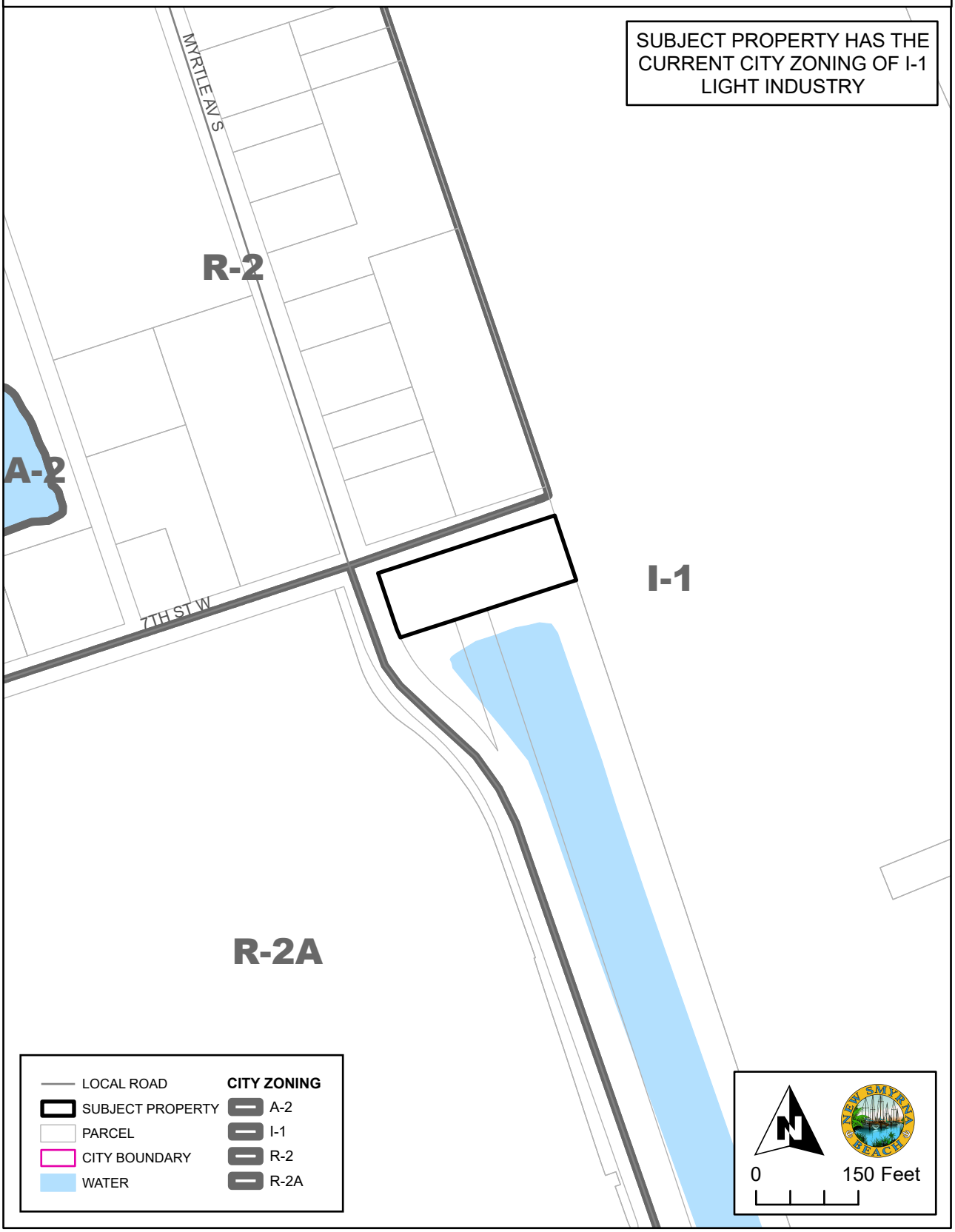
Office: 75%

Residential: 65%

Industrial: 65%

Intent: The purpose of this land use designation is to promote the sustainable development or redevelopment land near railways and/or major highways and in close proximity to the Canal Downtown Neighborhood, by providing maximum opportunity for innovative site planning for living, shopping, and working environments. Areas designated as Industrial Mixed Use are intended to accommodate a mix of light industrial/research, office, retail and medium to high density residential uses. Areas designated as Industrial Mixed Uses are required to develop using the planned unit development format.

CPA-1-25: S. MYRTLE AVENUE
EXISTING ZONING MAP



I-1- LIGHT INDUSTRIAL DISTRICT

Intent:

This district is intended for light manufacturing, assembly, processing, raw materials, repairing, research, storage, wholesaling and distribution, retail associated with a principal manufacturing use, and closely related light industrial uses, in which all operations, other than transportation, are performed entirely within enclosed buildings, and are not obnoxious because of dirt, smoke, odor, vibration, radio-activity, or explosive capability. Light manufacturing and light industrial uses are compatible one to another and industrially compatible with nearby residential districts. This district also includes uses that are not compatible with residential or commercial uses.

Permitted Uses:

Adult entertainment establishment (subject to restrictions herein)
Animal Hospitals, Kennels, provided that no hospitals, structures, pens or kennels are located closer than fifty (50) feet to any residential property line.
Automobile Leasing and Rentals
Automobile Repair (indoors only)
Banks or Related Banking Facilities
Boat Building, Repair and Sales
Building Material Sales for Buildings and Yards
Cabinet, Woodworking Shops
Ceramic Shops
Cold Storage and Freezer Locker Plants
Contractor and Construction Offices and Equipment Storage
Farm Machinery Sales and Services
Food and Beverage Processing and Distribution, except the slaughter of animals
Heating, Air-Conditioning, Plumbing Equipment
Hydroponic Gardening Industry
Light Machine Shops
Medical or Dental Laboratories
Mobile Homes for Security and/or Office Purposes
Municipal or Governmental Buildings
Paint and Body Shops
Printing, Photo Engraving, Photostatting, Blueprinting, Bookbinding, and Publishing Establishments
Professional Offices
Recycling Centers
Retail sales (subject to restrictions herein)
Retail Sales of Portable Lawn Buildings
Service Station, Type "C"
Sheet Metal Shops
Upholstery Shops
Warehousing and Storage Facilities

Welding Shops

Adult Entertainment Establishment Restrictions:

In addition, said use shall be subject to the restrictions imposed on adult entertainment establishments in Article IX of the LDR.

Retail Sales Restrictions:

In addition, said use shall be limited to a maximum floor area of 40,000 square feet per tenant. Furthermore, the amendment allowing retail sales as a permitted use shall stand repealed on December 31, 2008 unless reviewed and saved from repeal through reenactment by the City Commission. Upon automatic repeal by this provision, retail sales shall no longer be permitted except as accessory uses as described below. Places of business that are used for the purpose of retail sales shall be allowed to continue said use as a non-conforming use subject to the conditions that the non-conforming use is not discontinued and a city business tax receipt for the non-conforming use is continuously maintained. In the event that the non-conforming use shall be discontinued for a period of more than six months or the non-conforming use shall fail to maintain a city business tax receipt, the non-conforming use as a place of business that is used for the purpose of retail sales shall be automatically terminated upon the happening of either event and the non-conforming use shall no longer be allowed as a permitted non-conforming use.

Accessory Uses:

Any accessory use customarily incidental to a permitted use.
Retail sales, provided the retail sales area does not occupy more than 15% of the building footprint, and the retail sales area is used to display products manufactured wholly, or in part, on the site.

Special Exceptions:

One attached dwelling is allowed for each principal commercial use when attached by common walls or floors as part of the principal commercial use structure, subject to the following:

(a) off-street parking shall be provided in accordance with parking requirements for apartments as required in this LDR.
(b) minimum floor area shall be four-hundred fifty (450) square feet of livable area for a one (1) bedroom unit; five-hundred fifty (550) square feet of livable area for a two (2) bedroom unit; and seven hundred (700) square feet of livable area for a three (3) bedroom unit;
(c) other conditions may be required as the City Commission deems necessary.

Place of Assembly provided:

(a) The event location or facility is for an art show or exhibit, concert hall theatrical play or musical dance studio including instruction and competition wedding venue or other public or private event.

(b) All of the following requirements are met:
(1) One parking space per every four attendees shall be provided:
(2) Recorded or live music shall comply with Section 38-72 City Code.
(3) Appropriate site plan shall be submitted and approved by the City Technical Review Staff, per Article XI of the City Land Development Regulation:
(4) Alcohol shall be supplied and served by a State of Florida alcohol licensed caterer or by a State of Florida special event alcohol permit: and
(5) Any proposed temporary parking lot must be approved by separate application to the City Commission after review by the City Engineer.

Recreational vehicles and boat storage, provided:
(a) Such areas shall be secured and screened a six-foot fence or barrier
(b) no other use shall be permitted with the facility
(c) a landscaped buffer area shall be required at property lines as follows:
(1) All front property lines; and
(2) Alongside or rear lot lines abutting residentially zoned lots except the buffer shall be 25 feet wide; and
(3) Alongside and rear lot lines not abutting residentially zoned lots, the buffer shall be seven feet wide.

Prohibited Uses:

Home improvement stores
Retail uses not associated with on-site manufacturing.

Dimensional Requirements:

Minimum Lot Size:

Area	None
Depth	None
Width	75 feet

Minimum Yard Size:

Front yard:	25 feet or as required per Section 504.01M. of this LDR
Side yard:	10 feet, except where the lot abuts a residentially zoned lot. In such instance, the abutting side yard shall be twenty-five (25) feet.
Rear yard:	15 feet, except where the lot abuts a residentially zoned lot. In such instance, the abutting rear yard shall be twenty-five feet.

Reduction of side to a and Rear Yard Requirements:

A five (5) foot side or rear yard is required adjacent railroad right-of-way, provided the site plan shows sufficient access for fire protection.

Maximum Principal Building Height:

50 feet: all structures over thirty-five (35) feet in height shall be set back from all yard requirements by one foot for each two feet over thirty-five (35) feet.

Maximum Building Coverage:

On any lot the total area covered with buildings including accessory buildings shall not exceed fifty (50) percent of the total lot area.

Maximum Impervious Lot Coverage:

The total area of the lot that may be covered with impervious material is 75 percent (75%).

Buffers:

Landscaped buffer area(s) as defined in this LDR shall be required at property lines as follows:

(1) all front property lines; and
(2) alongside or rear lot line abutting a residentially zoned lot.

Visibility at Intersections:

Visibility at intersections shall be provided as required in this LDR.

Landscaping:

A landscaping plan is required as described in this LDR.

Outdoor Storage:

No outdoor storage of bulk items shall be allowed (except parking of commercial vehicles licensed to travel public streets, screened solid waste containers, and above ground storage containers).

Outdoor storage of all commercial vehicles shall be allowed provided no access is blocked and no required parking spaces are blocked.

Above ground tanks storage shall be allowed with a landscaped buffer meeting the

requirements of this LDR.

Off-Street Parking and Loading:

Off-street parking and loading shall be provided as required in this LDR.

Performance Standards:

It is the intent of these regulations to prevent land or buildings, including those permitted by right or special exception, from being used or occupied, in any manner to as to create any dangerous, injurious, noxious or other hazardous condition; noise or vibration; smoke, dust or other form of air pollution; electrical or other disturbances; glare or heat; liquid or solid refuse or wastes; condition conducive to the breeding of rodents or insects; or other substance, condition or elements (all referred to herein as "Dangerous or Objectionable Elements") in a manner or amount as to adversely affect the surrounding area. Any use permitted under the Permitted Use section may be undertaken and maintained if it conforms to all district regulations including the regulations of this section referred to herein as "Performance Standards".

No site plan in this district shall be approved without a signed and sealed report from an appropriately qualified certified engineer stating that all performance standards will be met.

Specifically, all uses shall operate in conformance with the limitations set forth in each subsection below.

(1.) Vibration

No vibration shall be produced which is transmitted through the ground and is discernible without the aid of instruments at or at any point beyond the lot line; nor shall any vibration produced exceed 0.0028g peak measured at or beyond the lot line using either seismic or electronic vibration measuring equipment.

(2.) Noise

Sound level measurements shall be made in accordance with Section 21-85, New Smyrna Beach LDR of Ordinances. In no event, shall noise emissions exceed the standards set forth in Chapter 21, New Smyrna Beach LDR of Ordinances.

(3.) Air Pollution

a. Visible Emissions. There shall not be discharged into the atmosphere, from any source, any air pollution in excess of the darkness limitations listed below. This shall include emissions of air pollutant of such opacity as to obscure an observer's view to a degree equal to, or greater than, do the visible emissions described below. In addition to the

foregoing, visible emissions of any kind at ground level past the lot line of the property on which the source of the emissions is located are prohibited. The darkness and/or opacity limitations are as follows: No. 1 on the Ringelmann Chart at all times, except upon determination that the emission contains less than one tenth pound of dry gases, adjusted to twelve percent carbon dioxide or fifty percent excess air.

b. Materials Handling. No person shall cause or permit any material to be handled, transported, or stored in a manner which allows or may allow particulate matter to become airborne.

c. Particulate Matter. There shall not be discharged into the atmosphere any particulate matter in excess of the quantities shown below:

(1) From refuse-burning equipment, per one thousand pounds of dry gases, adjusted to twelve percent CO2 or fifty percent excess air, sixty-five hundredths' pounds for capacities over two hundred pounds per hours. In any one-hour period this shall not exceed two hundred fifty pounds. Refuse shall not be burned in fuel-burning equipment.

(2) From fuel-burning equipment, six tenths pound per million BTU input for installation using less than ten million BTU per hour total input. For installations using more than ten million BTU per hour total input, the allowable particulate emission, in pounds per million BTU is determined by multiplying 8.58 times the input, in BTU per hour, raised to the minus 0.165 power (E=8.58 1-165).

d. Threshold Values. There shall not be discharged into the atmosphere any contaminant for which threshold limit values are listed for working atmosphere by the American Conference of Governmental industrial Hygienists in such quantity that the concentration of the contaminant at ground level at any point beyond the boundary of the property shall, at any time, exceed the threshold limit.

(4.) Odors

Any condition of operation which results in the creation of odors of such intensity and character as to be detrimental to the health and welfare of the public or which interferes unreasonably with the comfort of the public shall be removed, stopped, or so modified as to remove the odor.

(5.) Electromagnetic Radiation

The following standard shall apply:

a. General

It shall be unlawful to operate or cause to be operated, any planned or intentional source of electromagnetic radiation for such purposes as communication, experimentation, entertainment, broadcasting, heating, navigation, therapy, vehicle velocity measurement, weather survey, aircraft detection, topographical survey, personal pleasure, or any other use directly or indirectly associated with these present purposes which does not comply with the then current regulations of the Federal Communications Commission regarding such sources of electromagnetic radiation except that for all governmental agencies and government owned plants; the regulations of the Interdepartment Radio Advisory Committee shall take precedence over the regulations of the Federal Communications Commission regarding such sources of electromagnetic radiation. Further, said operation in compliance with the Federal Communications Commission or the interdepartmental Radio Advisory Committee regulations shall be unlawful if such radiation causes an abnormal degradation in performance of other electromagnetic radiators or electromagnetic receptors of quality and proper design because of proximity, primary field, blanketing, spurious reradiation, harmonic content, modulation or energy conducted by power or telephone lines. The determination of "abnormal degradation in performance" and "of quality and property design" shall be made in accordance with good engineering practices as defined in the latest principles and standards of the American Institute of Electrical Engineers, the Institute of Radio Engineers, and the Electronic Industries Association.

b. Electromagnetic Interference

For the purpose of these regulations, electromagnetic interference shall be defined as electromagnetic disturbances which are generated by the use of electrical equipment other than planned and intentional sources of electromagnetic receptors of quality and proper design. It shall be unlawful to operate, or to cause to be operated, any source of electromagnetic interference where the radiation or transmission from same violates the provisions of Section 4-8, Chapter 4, New Smyrna Beach LDR of Ordinances.

(6.) Fire and Explosion

All activities and storage of flammable and explosive materials at any location shall be provided with adequate safety and firef ighting devices in accordance with the Fire Prevention Code and other technical codes adopted by the City of New Smyrna Beach, State of Florida, and other appropriate governmental agencies.

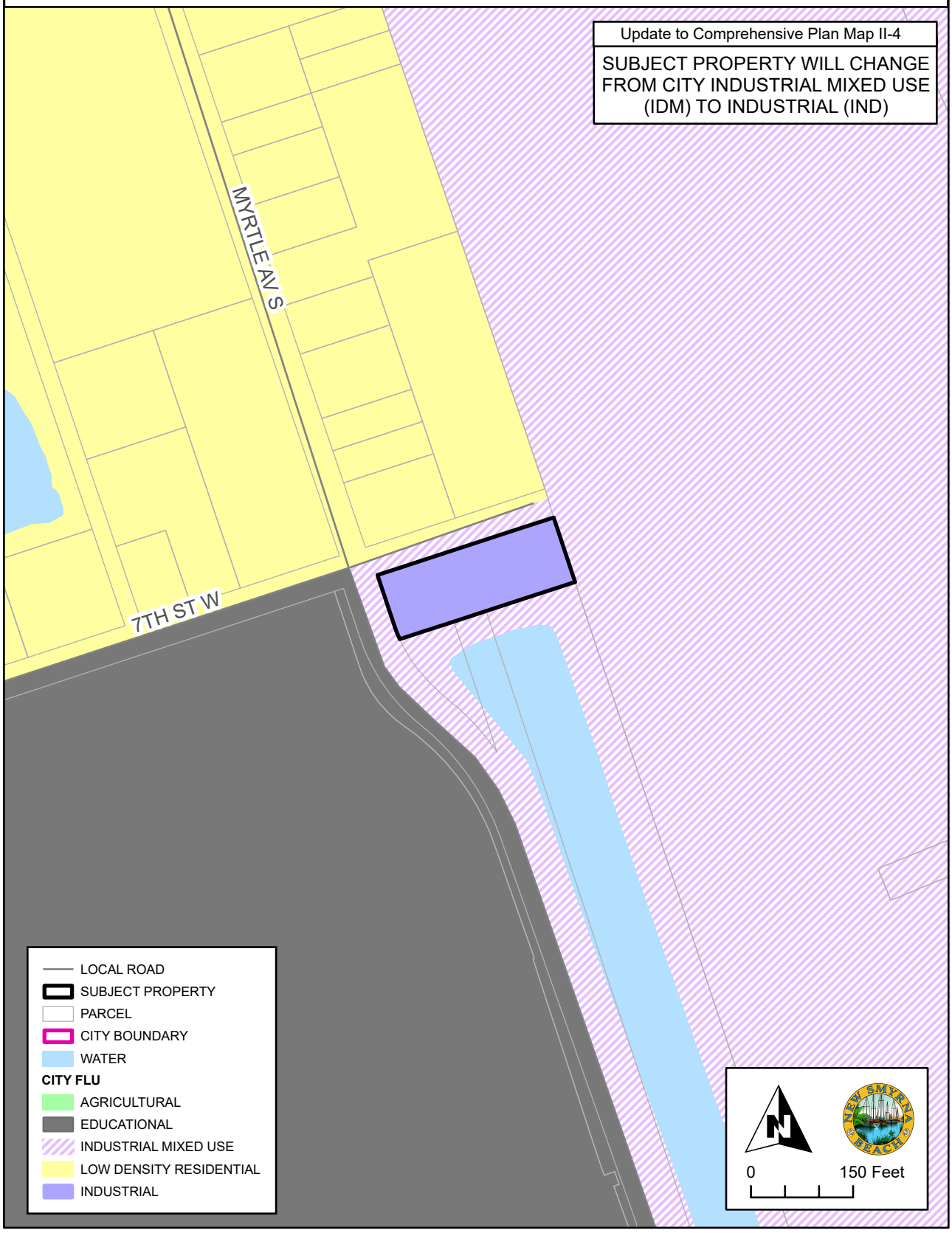
(7.) Radioactive Materials

The handling of radioactive materials, the discharge of such materials into the air and water, and the disposal of radioactive wastes, shall be in conformance with the regulations of the Atomic Energy Commission as set forth in the Title 10, Chapter One, Part 20, Standards for Protection Against Radiation, as amended, from time to time, and all applicable regulations of the State of Florida, and other appropriate governmental agencies.

(8.) Glare and Heat

No direct or sky-reflected glare, whether from floodlights, or from high temperature processes such as combustion or welding or otherwise, so as to be visible at the lot line, shall be permitted. There shall be no emission or transmission of heat or heated air so as to be discernible at the lot line and shall not exceed applicable governmental agency standards. In addition, all applicable requirements set forth in Chapter 4, New Smyrna Beach Code of Ordinances, shall also apply.

CPA-1-25: S. MYRTLE AVENUE
PROPOSED FUTURE LAND USE MAP

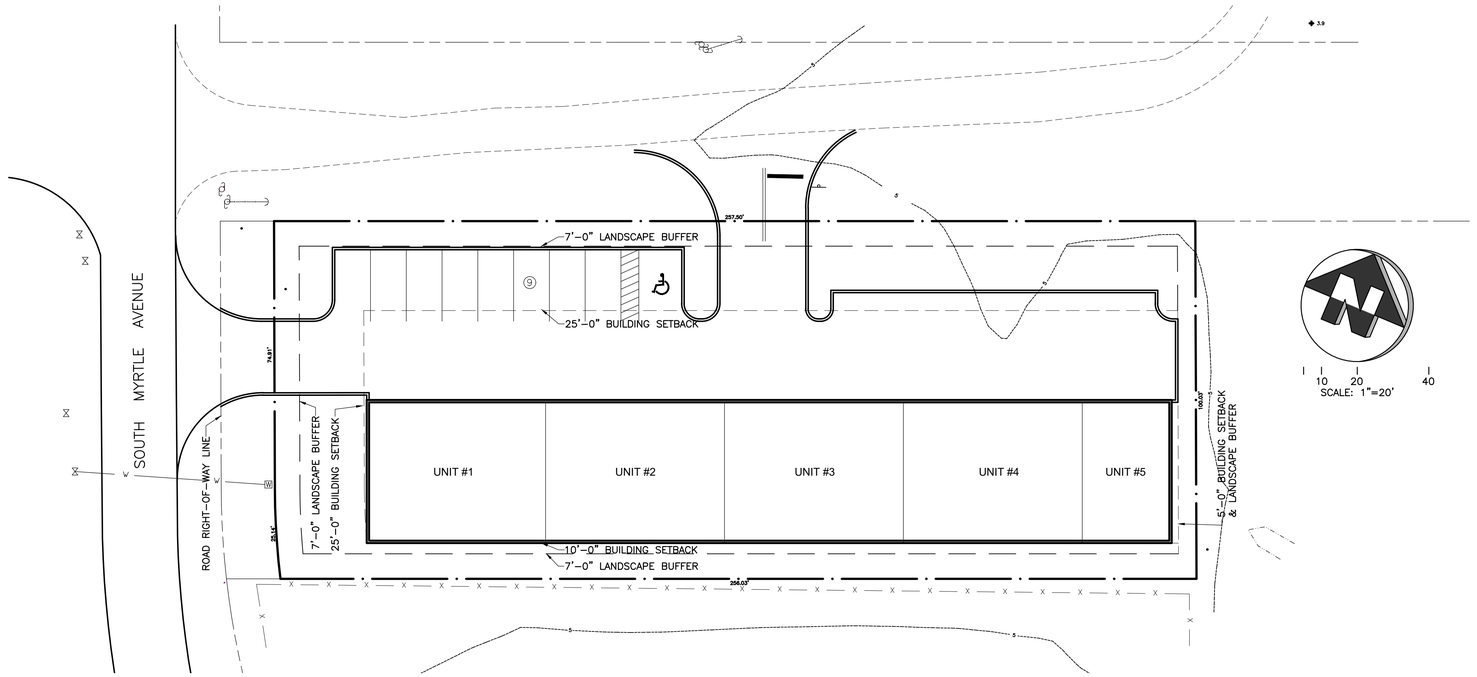


FUTURE LAND USE

INDUSTRIAL

Maximum allowed Floor Area Ratio (FAR): 2.0

Intent: This category is designed for activity predominantly connected with manufacturing, assembly, processing, packaging, research, or storage of products. Additional permitted used in such areas include warehousing, wholesale activity, machine repair, and construction that are not suitable for either residential or commercial districts. Adequate buffering should be provided from adjacent land uses; and transitional uses (such as office or commercial uses) should be provided between industrial and residential areas.



ZONING DATA

ANDERSON DIXON
ENGINEERING · PLANNING · PERMITTING

Exhibit I

December 12, 2024

Client:	MOD 9304, LLC
	PID# 7449-01-20-0011
ADDRESS:	MYRTLE AVENUE
	NSB, FL 32168
TERRITORY:	NSB
Zoning Classification:	I-1

Zoning Setbacks:

		SETBACKS
Min Lot Sqft :	None	
Min Lot Width Ft	75 Ft	West Front - 25 Ft
Min Lot Dept Ft	None	North Front - 25 Ft
Min Front Yard Ft	25 Ft	East Side - 5 Ft
		South Side - 10 Ft)
Min Rear Yard Ft	15 Ft	
Min Side Yard Ft	10 Ft / 25 Ft (Abutting Res)	
Max Height Ft	35 FT or 50 FT	
Max % Bldg Cov	50%	
Max % Imp. Cov	75%	
Min Floor Area Sqft		
Corner Lot (Y,N)	YES	
Major Road	YES	

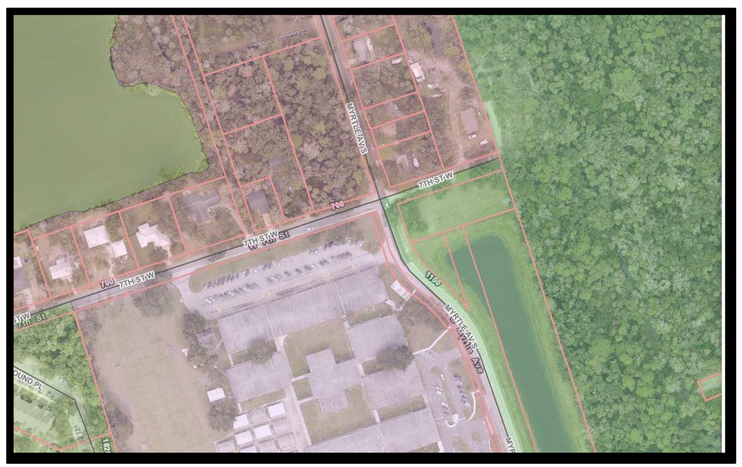
Comments:	Landscape Buffers - All front property lines & side/rear abutting Res.	
Landscape Buffers:	Front -	7 Ft
	Side -	7 Ft
	Rear -	7 Ft
	with Fence for Residential Side	
Side Setbacks:	10 Ft except abutting residential, then side is 25 Ft.	
Rear Setbacks:	15 Ft except abutting residential, then side is 25 Ft.	
Railroad ROW:	5 Ft side or rear is required adjacent railroad ROW, provided the site plan shows sufficient access for fire protection	
Max Height:	50 Ft - all structures over 35 ft in height shall be setback from all yard requirements by 1 foot fo reach 2 feet over 35 Ft.	

MYRTLE AVENUE, NEW SMYRNA BEACH, FL
PID # 7449-01-20-0011
Location Map

ANDERSON DIXON
ENGINEERING · PLANNING · PERMITTING

MYRTLE AVENUE, NEW SMYRNA BEACH, FL
PID # 7449-01-20-0011
ZONING MAP

I-1 – Light Industrial



ANDERSON DIXON
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MYRTLE AVENUE, NEW SMYRNA BEACH, FL
PIDs #8448-01-
FLOOD Map

ANDERSON DIXON
ENGINEERING · PLANNING · PERMITTING

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DATE: 04-03-25

ANDERSON DIXON
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PHONE: (386) 428-5834 - FAX: (386) 409-3781

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

SETBACK EXHIBIT FOR:
MYRTLE AVE. FLEX SPACE
NEW SMYRNA BEACH, FL.

REV.	DATE:	NOTES:

DRAFTER: DBA
CHECKED BY: RD
PROJECT NO. 24-1442

CLIENT: ODONNELL
MYRTLE AVE & WEST 7th ST.
NEW SMYRNA BEACH, FL.

SHEET NO.
EX-1

Comprehensive Plan Review

Future Land Use Element, Goal 2

To promote, protect and improve the public health, safety, and general welfare by ensuring consistency, economic viability, and stewardship of the natural environment, through appropriate land uses and land development regulations.

Objective 1

Future Land Use Map: The City's continued growth shall be based upon the Future Land Use Map, which shall specify the desired development pattern for New Smyrna Beach through a land use category system that provides for the location, type, density, and intensity of development.

Objective 2

Land Development Regulations: Future growth and development will be managed through the use of the Land Development Regulations, in a manner consistent with the Future Land Use Map and Comprehensive Plan.

Future Land Use Element, Goal 4

Provide for high-quality commercial and industrial development so as to maintain the economic health of the City, and to increase the job opportunities, per capita income and convenience for its residents.

Objective 1

Maintaining Land for Non-residential Uses: Ensure that the amount of land already designation for non-residential uses does not decrease.

Economic Development Element, Goal

Promote and maintain orderly and diversified economic growth, increased employment, and investment opportunities, enhance, and promote relationships with the business community and stakeholders, while protecting quality of life through environmental sustainability to ensure competitiveness in today's economy.

Exhibit K

PLAT OF BOUNDARY SURVEY OF

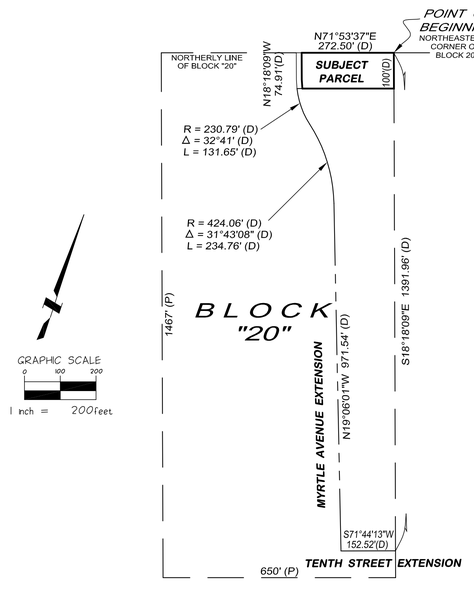
THE NORTHERLY 100 FEET, AS MEASURED ALONG THE EAST LINE, OF THE FOLLOWING DESCRIBED PARCEL:

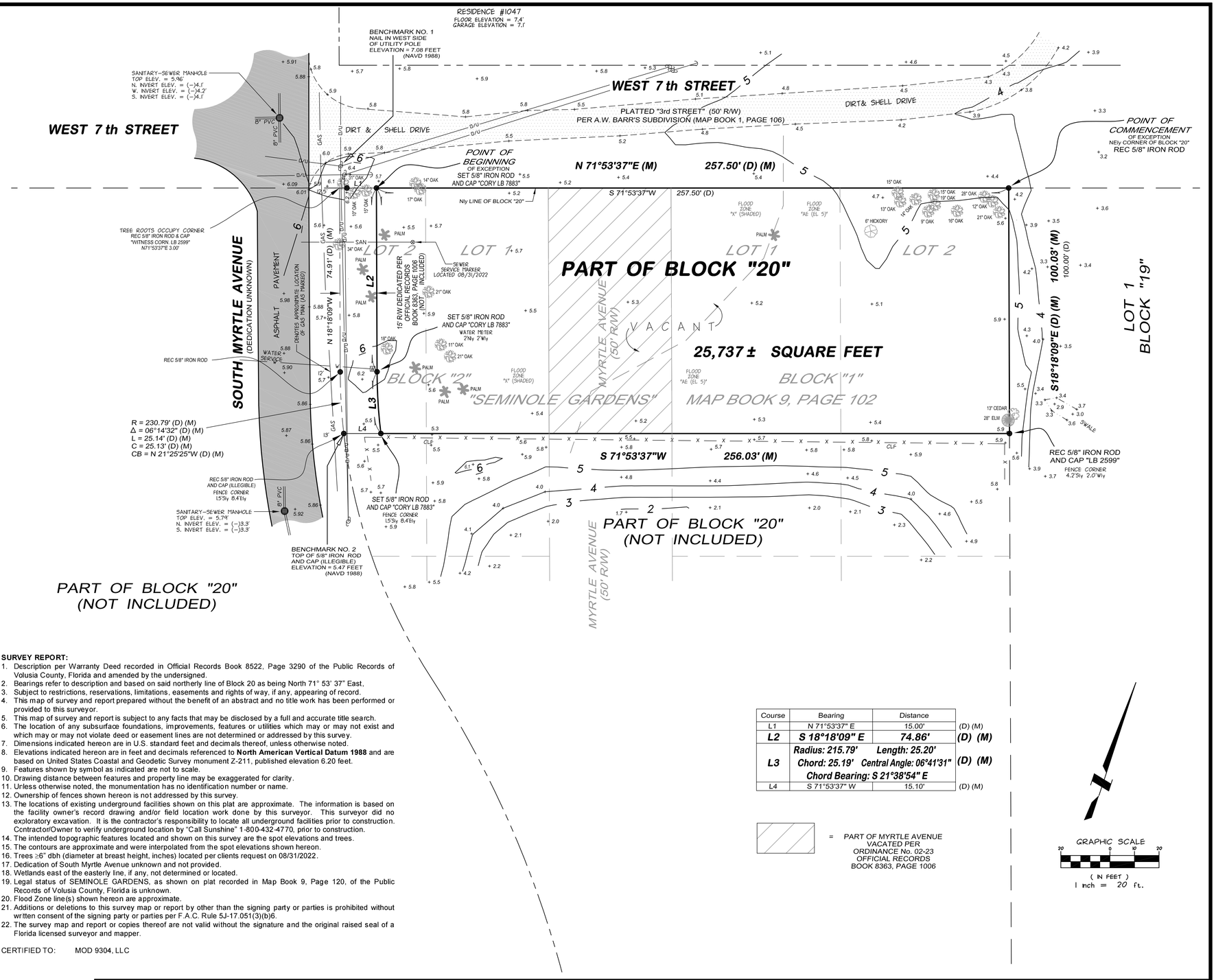
A PORTION OF BLOCK 20, LYING EASTERLY OF MYRTLE AVENUE EXTENSION AND NORTHERLY OF TENTH STREET EXTENSION, A.W. BARR'S SUBDIVISION OF THE SEYMOUR PICKETT GRANT AS SHOWN ON MAP IN MAP BOOK 1, PAGE 106, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID BLOCK 20; THENCE SOUTH 18° 18' 09" EAST, A DISTANCE OF 1391.96 FEET TO THE NORTHERLY LINE OF TENTH STREET EXTENSION, A 100 FOOT RIGHT-OF-WAY AS NOW LAID OUT; THENCE SOUTH 71° 44' 13" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 152.52 FEET TO THE EASTERLY LINE OF MYRTLE AVENUE EXTENSION; THENCE NORTH 19° 16' 01" WEST ALONG THE SAID EASTERLY LINE, A DISTANCE OF 971.54 FEET TO THE PC OF A CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A CENTRAL ANGLE OF 31° 43' 08", A RADIUS OF 424.06 FEET, AN ARC DISTANCE OF 234.76 FEET TO THE PRC OF A CURVE; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 32° 41', A RADIUS OF 230.79 FEET, AN ARC DISTANCE OF 131.65 FEET TO THE PT OF SAID CURVE; THENCE NORTH 18° 18' 09" WEST ALONG SAID EASTERLY LINE OF MYRTLE AVENUE, A DISTANCE OF 74.91 FEET TO THE NORTHERLY LINE OF SAID BLOCK 20; THENCE NORTH 71° 53' 37" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 272.50 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF BLOCK 20, A. W. BARR'S SUBDIVISION OF THE SEYMOUR PICKETT GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 106, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEASTERLY CORNER OF SAID BLOCK 20; THENCE SOUTH 71°53'37" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 20, A DISTANCE OF 257.50 FEET FOR THE POINT OF BEGINNING, THENCE SOUTH 18° 18' 09" EAST, A DISTANCE OF 74.86 FEET TO A POINT OF CURVATURE; THENCE 25.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 215.79 FEET, A CENTRAL ANGLE OF 06° 41' 31" AND A CHORD OF 25.19 FEET THAT BEARS SOUTH 21° 38' 54" EAST; THENCE SCUTH 71° 53' 37" WEST, ALONG A LINE NON-TANGENT AND NON-RADIAL TO THE LAST DESCRIBED CURVE. A DISTANCE OF 15.10 FEET; THENCE 25.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE BEING NON-TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.79 FEET, A CENTRAL ANGLE OF 06° 14' 32" AND A CHORD OF 25.13 FEET WHICH BEARS NORTH 21° 25' 25" WEST TO A POINT OF TANGENCY; THENCE NORTH 18° 18' 09" WEST, A DISTANCE OF 74.91 FEET TO THE NORTHERLY LINE OF SAID BLOCK 20; THENCE NORTH 71° 53' 37" EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK 20, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.





SURVEY REPORT:

1. Description per Warranty Deed recorded in Official Records Book 8522, Page 3290 of the Public Records of Volusia County, Florida and amended by the undersigned.
2. Bearings refer to description and based on said northerly line of Block 20 as being North 71° 53' 37" East,
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. 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.
5. This map of survey and report is subject to any facts that may be disclosed by a full and accurate title search.
6. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
7. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
8. Elevations indicated hereon are in feet and decimals referenced to **North American Vertical Datum 1988** and are based on United States Coastal and Geodetic Survey monument Z-211, published elevation 6.20 feet.
9. Features shown by symbol as indicated are not to scale.
10. Drawing distance between features and property line may be exaggerated for clarity.
11. Unless otherwise noted, the monumentation has no identification number or name.
12. Ownership of fences shown hereon is not addressed by this survey.
13. 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. 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.
14. The intended topographic features located and shown on this survey are the spot elevations and trees.
15. The contours are approximate and were interpolated from the spot elevations shown hereon.
16. Trees ≥6" dbh (diameter at breast height, inches) located per clients request on 08/31/2022.
17. Dedication of South Myrtle Avenue unknown and not provided.
18. Wetlands east of the easterly line, if any, not determined or located.
19. Legal status of SEMINOLE GARDENS, as shown on plat recorded in Map Book 9, Page 120, of the Public Records of Volusia County, Florida is unknown.
20. Flood Zone line(s) shown hereon are approximate.
21. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
22. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

CERTIFIED TO: MOD 9304, LLC

Course	Bearing	Distance	
L1	N 71°53'37" E	15.00'	(D) (M)
L2	**S 18°18'09" E**	**74.86'**	**(D) (M)**
L3	**Radius: 215.79' Length: 25.20' Chord: 25.19' Central Angle: 06°41'31" Chord Bearing: S 21°38'54" E**		**(D) (M)**
L4	S 71°53'37" W	15.10'	(D) (M)

= PART OF MYRTLE AVENUE VACATED PER ORDINANCE No. 02-23 OFFICIAL RECORDS BOOK 8363, PAGE 1006

GRAPHIC SCALE
20 0 10 20
(IN FEET)
1 inch = 20 ft.

BURIED UTILITIES NOTE

BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE WHICH ARE NOT SHOWN ON THIS DRAWING. USE EXTREME CAUTION DURING EXCAVATION PROCEDURES AND CONTACT SUNSHINE STATECONE. ● 1-800-432-4770 FOR EXACT LOCATION OF BURIED FACILITIES PRIOR TO EXCAVATION OPERATIONS.

CALL BEFORE YOU DIG...
1-800-432-4770
UTILITIES PROTECTION CENTER
IT'S THE LAW

TYPE	SURVEY DATE	WORK ORDER #	P.C.	CALC.	DRAFT	CHECKED
BOUNDARY SURVEY	02/13/2025	24-12-023	JWC/BTC	J.W.C.	BTC/JWC	D.W.C.
TOPOGRAPHIC SURVEY	02/1232025	24-12-023	JWC/BTC	J.W.C.	BTC/JWC	D.W.C.

TYPE	DATE	WORK ORDER #	---	CALC.	DRAFT	CHECKED

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
EMT = ELECTRICAL METAL TUBING
FND = FOUND
REC = RECOVERED
N(Y) = NORTHING COORDINATE VALUE
E(X) = 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.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 TOWNSHIP
(R) = RADIAL
(NR) = NON-RADIAL
(NT) = NON-TANGENT
PC = POINT OF CURVATURE OR PARTY CHIEF
PT = POINT OF TANGENCY
(P) = PLAT
(D) = DESCRIPTION
(M) = MEASURED
(C) = CALCULATED (CALC)
(PR) = PRORATED
(G) = GRID
O.R. = OFFICIAL RECORD BOOK
M.B. = MAP BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
W = WATER METER
T = TELECOMMUNICATIONS (TELE) RISER
F.F. = FINISHED FLOOR ELEVATION
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
T.B.M. = TEMPORARY BENCHMARK
+0.0 = EXISTING ELEVATION (ELEV)
P.R.M. = PERMANENT REFERENCE MONUMENT
P.C.P. = PERMANENT CONTROL POINT
= POWER POLE
= GUY WIRE
O/U = OVERHEAD UTILITIES
A/C = AIR CONDITIONER
CLF = CHAIN-LINK FENCE
BWF = BARBED WIRE FENCE
AC. = ACRES
R/W = RIGHT-OF-WAY
℄ = CENTER LINE
CONC = CONCRETE (CONC)
S = CONCRETE STOOP
-SAN- = SANITARY SEWER SERVICE

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 Standards of Practice set forth in F.A.C. Rule 61G17-6, 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 P.S.M. NO. 2027
JEFFREY W. CORY P.S.M. NO. 4139

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE(S) "X" (SHADED) & "AE (EL 5)"
THIS LOCATION IS DETERMINED FROM F.I.R.M. COMMUNITY PANEL 125132 0543 J MAP REVISED 09/29/2017

DANIEL W. CORY
SURVEYOR, LLC
300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 427-9575
FAX (386) 427-1783
web site: corysurveyor.com

PREPARED FOR: MOD 9304, LLC
SCALE 1" = 20' FILE # 1521

CADD FILE: 24120231

This Document Prepared by:

Glenn D. Storch, P.A.
420 South Nova Road
Daytona Beach, Florida 32114

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this ____ day of _____, 20___ by **MOD 9304, LLC**, a Florida limited liability company, whose address is 1217 Commodore Drive, New Smyrna Beach, FL 32168 (hereinafter "Declarant").

RECITALS

WHEREAS, Declarant is the record title holder and fee simple owner of that certain 0.59 +/- acres of real property, Parcel ID Number 7449-01-20-0011, more particularly described in Exhibit "A", attached hereto and made a part hereof (hereinafter the "Property"); and

WHEREAS, _____, is the record title holder and fee simple owner of that certain parcel of real property at _____, New Smyrna Beach, FL 32168, Parcel ID Number _____ (hereinafter the "_____ Parcel"); and

WHEREAS, _____ is the record title holder and fee simple owner of that certain parcel of real property at _____, New Smyrna Beach, FL 32168, Parcel ID Number _____ (hereinafter the "_____ Parcel"); and

WHEREAS, Declarant desires to place restrictive covenants on the Property to prohibit certain uses on the Property that are generally permitted in the Light Industrial District (I-1) zoning classification, as defined in the City of New Smyrna Beach's Land Development Regulations.

NOW, THEREFORE, Declarant hereby declares that the Property shall be encumbered by the following restrictive covenants under the terms and conditions more particularly set forth below:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Restrictions on Use. The following uses, as defined in the City of New Smyrna Beach's Land Development Regulations, are hereby prohibited on the Property, as more particularly described in Exhibit "A" attached hereto and made a part hereof:

    Adult entertainment establishment
    Animal hospital with kennels
    Automobile repair
    Boat building, repair and sales
    Machine shops
    Paint and body shops
    Recycling centers
    Service stations

Notwithstanding the foregoing, repair and maintenance of automobiles by their owners for personal use within private garages shall be permitted. It is specifically stated that any and all uses of the Property shall comply with the standards for avoidance of air pollution (noxious fumes, smoke and particulate matter) and odors set forth in the Light Industrial District (I-1) zoning classification requirements of the City's Land Development Regulations.

3. Duration. The restrictive covenants set forth herein shall run with and bind the Property, Declarant and its successors and assigns in interest to the Property in perpetuity.

4. Enforcement. The restrictive covenants set forth herein shall inure to the benefit of and be enforceable by the Declarant and the owners of the _____ Parcel and the _____ Parcel, as well as their collective successors and assigns, who may enforce this Declaration by any proceeding at law or in equity against any persons or entities violating or attempting to violate the provisions of this Declaration. Venue for purposes of any claim, action, litigation or proceeding under this Declaration shall be Volusia County, Florida. Failure to enforce the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In the event an action is brought for the purpose of enforcing the provisions contained in this Declaration, it is expressly understood and agreed that the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees, from the non-prevailing party.

5. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provision of this Declaration, which shall remain in full force and effect.

6. Recording. This Declaration shall be recorded in the Public Records of Volusia County, Florida.

[Signatures on following page.]

IN WITNESS WHEREOF, Declarant has caused these presents to be executed as of the date and year first written above.

Signed, sealed and delivered
in our presence as witnesses:

Signature: _____
Printed Name: _____
Address: _____
_____

Signature: _____
Printed Name: _____
Address: _____
_____

MOD 9304, LLC, a Florida limited liability company

By: _____
Michael J. O'Donnell, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___ by Michael J. O'Donnell, as Manager of MOD 9304, LLC, a Florida limited liability company, who is ☐ personally known to me or ☐ who has produced _____ as identification and who did not take an oath.

_____
NOTARY PUBLIC

Type, print or stamp name:
Commission No.:

EXHIBIT "A"

PROPERTY

THE NORTHERLY 100 FEET, AS MEASURED ALONG THE EAST LINE, OF THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF BLOCK 20, LYING EASTERLY OF MYRTLE AVENUE EXTENSION AND NORTHERLY OF TENTH STREET EXTENSION, A. W. BARR'S SUBDIVISION OF THE SEYMOUR PICKETT GRANT AS SHOWN ON MAP IN MAP BOOK 1, PAGE 106, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID BLOCK 20; THENCE SOUTH 18°18'09" EAST, A DISTANCE OF 1391.96 FEET TO THE NORTHERLY LINE OF TENTH STREET EXTENSION, A 100 FOOT RIGHT-OF-WAY AS NOW LAID OUT; THENCE SOUTH 71°44'13" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 152.52 FEET TO THE EASTERLY LINE OF MYRTLE AVENUE EXTENSION; THENCE NORTH 19°16'01" WEST ALONG THE SAID EASTERLY LINE, A DISTANCE OF 971.54 FEET TO THE PC OF A CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A CENTRAL ANGLE OF 31°43'08", A RADIUS OF 424.06 FEET, AN ARC DISTANCE OF 234.76 FEET TO THE PRC OF A CURVE; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 32°41', A RADIUS OF 230.79 FEET, AN ARC DISTANCE OF 131.65 FEET TO THE PT OF SAID CURVE; THENCE NORTH 18°18'09" WEST ALONG SAID EASTERLY LINE OF MYRTLE AVENUE, A DISTANCE OF 74.91 FEET TO THE NORTHERLY LINE OF SAID BLOCK 20; THENCE NORTH 71°53'37" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 272.50 FEET TO THE POINT OF BEGINNING.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 40-25, SSCPA W. 7th & S. Myrtle from Industrial Mixed Use to Industrial

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance changes the future land use map for .6+/- acre property at the corner of W. 7th St. and Myrtle Ave. from Industrial Mixed to Industrial.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
None

4. Additional information the governing body deems useful (if any):

ORDINANCE NO. 40-25

AN ORDINANCE AMENDING THE CITY OF NEW SMYRNA BEACH COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF .6± ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF WEST 7TH STREET AND SOUTH MYRTLE AVENUE, FROM CITY *INDUSTRIAL MIXED USE* TO CITY *INDUSTRIAL;* PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Glenn D. Storch, Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114, applicant on behalf of MOD 9304 LLC, 1217 Commodore Drive, New Smyrna Beach, Florida 32168, property owner, has requested to amend the Comprehensive Plan, Future Land Use Map II-4 to change the land use designations of approximately .6± acres of property located at the southeast corner of West 7th Street and South Myrtle Avenue, from City *Industrial Mixed Use* to City *Industrial*; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on June 2, 2025, voted 5-0 to recommend that the City Commission approve the proposed plan amendment; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

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

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designation for real properties located in Volusia County, Florida, described as:

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

from City *Industrial Mixed Use* to City *Industrial.*

SECTION 2: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance at 6:30 p.m. on August 12, 2025, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §163.3187(2) and §166.041(3)(a), Fla. Stat.

SECTION 3: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption, it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 7/11/2025

CPA-1-25: S. MYRTLE AVENUE
PROPOSED FUTURE LAND USE MAP

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 45-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD APPROVE A PROPOSED TEXT AMENDMENT, TO THE CITY'S LAND DEVELOPMENT REGULATIONS, TO PROHIBIT ADVERTISING OF UNPERMITTED USES IN A ZONING DISTRICT.

August 12, 2025

Background:

Applicant: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168

Request: To add a new regulation under Section 504.00.S, to restrict advertisement on any platform for any use that has not been permitted or approved.

Exhibits used in this report:

Exhibit A: Proposed regulation

Findings:

The City Code Compliance department of the City of New Smyrna Beach has requested language be inserted in the City Land Development Regulations to assist the Code Compliance Officer with regulating advertisements of uses within the city that have not been permitted or approved in any zoning district.

The Planning Department with assistance from the City Attorney's office, have proposed a minor change to Section 504.00, District Regulations and requirements. See **Exhibit A.**

Recommendations:

At its regular scheduled meeting on July 7, 2025, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested Land Development Regulation amendment.

The Planning Department is recommending the City Commission to **approve** the proposed language in the Land Development Regulations.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Proposed Regulation.pdf
Business Impact Estimate - Ord 45-25 LDR Prohibiting Advertisement of Unpermitted Uses.pdf
Ord. No. 45-25 LDR Prohibiting Advertisement of Unpermitted Uses.pdf

504.00. District regulations and requirements.

504.01. *General regulations.*

A. No building, structure, or land, shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.

B. Uses not designated as permitted by right or subject to additional conditions in a district shall be prohibited from that district. Special exceptions are permitted subject to additional regulations imposed. The special exceptions may be approved only by the city commission following proper application as described within this LDR. Additional uses may be added to this LDR by amendment.

C. In any business district, more than one structure housing a permitted principal use may be erected on a single commercial lot, provided that yard and other requirements of this LDR shall be met for each structure and the total lot.

D. The maximum density on a residential project shall be computed by multiplying the Net Acreage of the site, as defined in Section 201.00, by the number of allowable units per acre. In addition, on sites containing wetlands, the total number of allowable residential units on a project may be increased by one dwelling unit per 10 acres of wetlands.

E. Where the density calculation results in a fraction that is 0.50 or greater, the number is rounded up (e.g. 12.6 = 13 units). Fractions lower than 0.50 are rounded down (e.g. 12.4 = 12 units).

F. The density calculation described above provides the maximum number of dwelling units that may be built on a site. However, the development is not guaranteed to attain that maximum density. The application of other development standards may substantially decrease the lot yield for a specific site.

G. No yard or lot existing at the time of passage of this LDR shall be reduced in dimension or area below the minimum requirements set forth herein. Yards or lots

created after the effective date of this LDR shall meet at least the minimum requirements established by this LDR.

H. No part of a yard, or other open space, or off-street parking or loading space required about or in conjunction with any building for the purpose of complying with this LDR shall be included as part of a yard, open space, or off street parking or loading space similarly required for any other building.

I. All buildings shall be placed on lots or mobile homes on lots or spaces, in a manner that provides safe and convenient access for servicing, fire protection and required off-street parking.

J. The height limitations contained in the schedule of district regulations do not apply to spires, belfries, cupola, antennas, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

K. Lots platted or created prior to the effective date of this LDR having less width, depth and area than required in their zoning district but having no less than 90 percent of the width, depth and area shall be considered conforming with the requirements of this LDR.

L. Any lot platted or created prior to the effective date of this LDR which meets two of the three size requirements of width, depth and area and which meet no less than 85 percent of the third requirement shall be considered a nonconforming lot but shall be considered buildable.

M. The number of residential and hotel/motel units and the percentage of building coverage and impervious lot coverage allowed on oceanfront property shall be calculated by using only the land zoned for residential or hotel/motel use. The applicant must demonstrate, by evidence of clear title, that the upland property is under its control and has not been dedicated or reserved for a public use including, but not limited to, recreational, right-of-way or park use; is not submerged by ocean, natural lake, natural pond or other natural waters, and is not subject to a deed restriction.

N. Short term rental (less than 30 days) of a dwelling unit is permitted only in the designated areas and zoning districts indicated below:

East of the Intracoastal Waterway Zoning districts: R-3A east of Atlantic Avenue, R-4, R-5, R-6, B-4, M-U, and BBH

East of the Intracoastal Waterway and south of Third Avenue Zoning districts: R-2A

West of the Intracoastal Waterway Zoning districts: M-U, BBH

O. Front yard setbacks shall be calculated from the future right-of-way line as indicated in the Traffic Circulation Element, Table III-2, for property located along the rights-of-way listed in Table III-2 of the comprehensive plan or the setback required in the respective district, whichever is greater.

P. No single-family residential lot may contain more than one principal structure and no residential lot may contain more than one principal use.

Q. Walkways on private property that are five feet in width or less may be located as close as one foot from side and rear property lines, such that there is no dedicated drainage easement present or negative impacts to drainage.

R. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to maintain all areas within the right-of-way which do not contain the road, curb, or sidewalk to maintain the sod or other approved materials approved by the city engineer.

S. ~~Reserved.~~[1] Advertisement on any platform for any use that has not been permitted or approved in any Zoning District is strictly prohibited.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 45-25, Sec. 504.01(S), prohibiting the advertisement of unpermitted uses in a zoning district.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance prohibits the advertisement of unpermitted uses in a zoning district which will be beneficial to the welfare of residents of who live next to properties being used improperly.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A. These uses are not permitted, so there should be no negative impact. City will use this ordinance in enforcing the City's ordinances.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

This ordinance will help ease the living situations of citizens who live next to properties that are being improperly used for various uses, including short-term rentals.

ORDINANCE NO. 45-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE V, ZONING DISTRICTS, 504.00, DISTRICT REGULATIONS AND REQUIREMENTS, TO ADD SECTION 504.01(S) PROHIBTING THE ADVERTISEMENT OF ANY USE NOT PERMITTED IN THE ZONING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach, Florida, has the authority to regulate land use and zoning within its municipal boundaries pursuant to Chapter 166, Florida Statutes, and other applicable law; and

WHEREAS, the City's Land Development Regulations are intended to promote the public health, safety, and general welfare of the community through the orderly and consistent development of land; and

WHEREAS, the City Commission finds that the advertisement of uses not permitted within specific zoning districts undermines the integrity of the zoning code and can result in public confusion and noncompliance; and

WHEREAS, the City has observed a growing number of properties advertising short-term rentals in zoning districts where such uses are expressly prohibited; and

WHEREAS, in the recent case of Robert Canton, et. al. v. Hillsborough County, Case No. 20-CA-3272, the 13th Judicial Circuit Civil Appellate Division held that an attempt by a code enforcement officer to make an online reservation for fewer than seven consecutive days was insufficient, on its own, to establish a violation of applicable zoning regulations; and

WHEREAS, regulating the advertisement of short-term rentals in zoning districts where such uses are not permitted will enhance the City's ability to enforce its zoning regulations and provide code compliance officers with an additional tool to aid in establishing competent substantial evidence of short-term rental violations; and

WHEREAS, prohibiting these advertisements for unpermitted uses helps ensure land is used in accordance with approved zoning district regulations and supports the enforcement of the City's development standards; and

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 Districts, to add Section 504.01(S), prohibiting the advertisement of uses not permitted in the zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on July 7, 2025, by a vote of 7-0, recommended that the City Commission approve the text amendment; 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 described herein.

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

SECTION 1: ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article V, Zoning Districts, Section 504.00, District regulations and requirements, Section 504.01, General Regulations, 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.)**

ARTICLE V. ZONING DISTRICTS

. . .

504.00. Districts regulations and requirements.

504.01. *General Regulations*

S. ~~Reserved.~~ [1] Advertising for any use that is not permitted in a zoning district is strictly prohibited.

. . .

SECTION 2: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on August 12, 2025, in the City Commission Chamber, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 7/10/2025

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 41-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, AT A SECOND READING AND PUBLIC HEARING, WOULD AMEND SIGN DEFINITIONS AND REQUIRED IMPROVEMENTS.

August 12, 2025

Background:

A major update to the sign regulation was done in 2011. See attached ordinance number 108-11, **Exhibit C**, with associated staff report from 2011. Before the City Commission approved that new legislation, there was a sign committee formed that included the planning department, code enforcement staff, several sign contractors, local business owners, and a member from the Historic New Smyrna Beach Preservation Commission. After the final draft was completed, the planning department posted the proposed changes on the city website. The proposed changes were also forward to the Southeast Volusia Chamber of Commerce and the Volusia County Association for Responsible Development, (VCARD). The entire regulation was replaced and a 10-year amortization to remove all pole signs within the city by November 29, 2021. Before that 10-year amortization period ended, the City Commission extended, along with other conditions to November 29, 2025. See Ordinance number 31-21, **Exhibit E**. This was done during the Covid-19 period and the Commission did not want to create an additional hardship during this time. Under ordinance 54-21, **Exhibit F**, the city commission approved a path for any future designated vintage pole signs to stay after the required removal. The Historic New Smyrna Beach Preservation Commission was tasked in reviewing and approving the vintage sign designation applications. There are currently four (4) vintage signs within the city (Southern Paint, Pappa's Restaurant, Pappa's Plaza, and the Dairy Queen). The final amortization date for all non-vintage pole signs is November 29, 2025 which will impact 145 signs.

Findings:

On May 15, 2025 staff reviewed the sign amortization schedule with the City Commission at a workshop and was given direction to remove the amortization provision from the code altogether. Later staff received additional direction from the City Manager to add new provisions to address the proliferation of feather signs and electronic message boards The current code does not clearly distinguish between a flag and a feather sign which makes them difficult to regulate. Electronic message boards are strictly regulated but there is a desire to allow them for institutional uses such as schools, churches and government properties. In addition, staff is proposing a few very minor amendments since this section is being opened for discussion.

These proposed amendments were considered by the Planning and Zoning Board on May 7th and received a unanimous recommendation of approval to the City Commission.

Exhibit A: Pole Sign Map.pdf
Exhibit B: Pole Sign List
Exhibit C: Ordinance 108-11.pdf
Exhibit D: ZT-11-11 Staff Report with PZ recommendation
Exhibit E: ORD 31-21 Sec 604.12 Signs
Exhibit F: Ordinance 54-21 LDR Amendment Sec 604.12 Vintage Signs
Exhibit G: Proposed Sign Regulations Definitions
Exhibit H: Proposed Required Improvements

Recommendation:

Staff recommends approval.

Fiscal Analysis:
NA

Strategic Plan Item:
Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Pole_Sign_Map.pdf
Pole_Sign_List.pdf
Ordinance_108-11.pdf
ZT-11-11_Staff_Report_with_PZ_recommendation.pdf
ORD_31-21_Sec_604.12_Signs.pdf
Ordinance_54-21_LDR_Amendment_Sec_604.12_Vintage_Signs.pdf
205.00.___Sign_regulations_definitions 6.16.25.pdf
604.00.___Required_improvements. Signs RMSC 7.9.25.pdf
Business Impact Estimate - Ord 41-25 LDR Sign Code Update.pdf
Ord 41-25 LDR Sign Code Update.pdf

POLE SIGN MAP

0 3,000 Feet

- POLE SIGN
- LOCAL ROAD
- PARCEL
- WATER
- CITY BOUNDARY

N

April 2025

MAP ID	BUSINESS NAME	BUSINESS ADDRESS	OWNER NAME	OWNER ADDRESS
1	Vacant Property	2606 N DIXIE FWY	CDCP INC	911 N DIXIE FREEWAY, NSB 32168
2	Mobile/Circle K	2600 N DIXIE FWY	BRENNAN FRANCIS X III	4370 SE 26TH TER RD, OCALA FL 34480 7260
3	BOTTOMS UP CLUB/MOTEL	2520 N DIXIE FWY	RINTRONA DOMINICK	PO BOX 884, NSB 32170
4	ARMED 'N DANGEROUS CYCLES	2514 N DIXIE FWY	MARLENE DJUSIC, ROBERT LASIC	PO BOX 1891, NSB 32170
5	ENTERPRISE RENT-A-CAR	2510 N DIXIE FWY	EDWIN C SIMONSEN	208 SCHOONER AVE EDGEWATER FL 32141
6	LOST LAGOON RESTAURANT	2004 N DIXIE FWY	CASTAWAY RESTAURANT GROUP LLC	2004 N DIXIE FRWY NSB 32168
7	TAYLOR STORAGE	1350 N DIXIE FWY	CHERKLEY MANAGEMENT GROUP LLC	1350 N DIXIE HWY
8	PARK AVENUE MOTORS	1313 N DIXIE FWY	TODD & KRISTIN WESTPFAHL	126 S CORY DR EDGEWATER 32141
9	BLUE HERON MOTEL	1204 N DIXIE FWY	VAUTOUR LLC	1204 N DIXIE FRWY NSB 32168
10	NSB CHIROPRACTIC CLINIC	1205 N DIXIE FWY	PROKOP ENTERPRISES LLC	1205 N DIXIE FRWY NSB 32168
11	MOM'S HOME COOKING	1201 N DIXIE FWY	SALVATOR & LOUISE ZARBO	4502 S ATLANTIC AVE NSB 32169
12	OCEAN AIR MOTEL	1161 N DIXIE FWY	FRED & SHARON VINCENT	1161 N DIXIE FRWY NSB 32168
13	SWIM TOTTS	1159 N DIXIE FWY	AMBER THOMPSON	1159A N DIXIE FWY NSB 32168
14	DUDLEY FUNERAL HOME	1108 N DIXIE FWY	DEBELLA INC	1108 N DIXIE FRWY
15	NOCTURNE MOTEL	1104 N DIXIE FWY	JESSICA UREMOVIC	1104 N DIXIE FRWY NSB 32168
16	BENS PAINT SUPPLY/SIGN SHOP	1102 N DIXIE FWY	BENS AUTO-MARINE INC	1102 N DIXIE FRWY NSB 32168
17	HIDDEN LAKES GOLF CLUB	1100 N DIXIE FWY	GOLF COURSE HOLDINGS LLC	1891 HIGH ST LONGWOOD FL 32750
18	WHITE BIRD MOTEL	1100 N DIXIE FWY	SEASUNS INC	24850 VINCNA ST DEARBORN MI 48124
19	LAUNDRY/LEASING CENTER	1109 N DIXIE FWY	CHRIS PAPPS	PO BOX 1946 NSB 32170
20	SOUTHEAST SELF STORAGE	450 TURNBULL BAY RD	DELAWARE GROUP	1414 N PENINSULA AVE nsb 32169
21	U HAUL SELF STORAGE	500 TURNBULL BAY RD	THREE C BAC SELF STORAGE LTD PARTNERSHIP	3077 E CHANDLER PHOENIX AZ 85012
22	BANANA SPLIT REPUBLIC	1042 N DIXIE FWY	PERRINE ARNOLD H JR & DIANNA S	690 ORA DELLA AVE TITUSVILLE FL 32796
23	PERRINE'S PRODUCE	1042 N DIXIE FWY	PERRINE ARNOLD H JR & DIANNA S	690 ORA DELLA AVE TITUSVILLE FL 32796
24	COMPUTERS BY THE SEA	1003 N DIXIE FWY	IDCOM INC	911 N DIXIE FRWY NSB 32168
25	SUZUKI	911 N DIXIE FWY	DIAMOND MOTORS OF DAYTONA LLC	911 N DIXIE FRWY NSB 32168
26	REGIONS BANK	900 N DIXIE FWY	AILANI NORTH DIXIE LLC	1055 N DIXIE FRWY NSB 32168
27	BACI RISTORANTE	840 N DIXIE FWY	BACI INVESTMENT PROPERTIES LLC	830 N DIXIE FRWY NSB 32168
28	TUSCAN INN	835 N DIXIE FWY	LAXMI OF NEW SMYRNA BEACH LLC	835 N DIXIE FWY NSB 32168
29	BACI PIZZERIA & RISTORANTE	830 N DIXIE FWY	CARMINE CORTESE & JOHN ANTHONY CORTESE	830 N DIXIE FRWY NSB 32168
30	1 MOTORS	828 N DIXIE FWY	LYON PROPERTY HOLDINGS OF FLORIDA LLC	PO BOX 1141 NSB 32170
31	AMERIPRISE FINANCIAL	824 N DIXIE FWY	EDWARD AFTUCK	32 CUNNINGHAM DR NSB 32168
32	SHANGRI-LA MOTEL	803 N DIXIE FWY	SARALYN A SCHAAF	PO BOX 723 NSB 32170
33	DIXIE RESIDE MOTORCARS INC	726 N DIXIE FWY	F & F CARS LLC	726 N DIXIE FREEWAY NSB 32168
34	TERRACE GARDEN NORTH MOTEL	724 N DIXIE FWY	SYDIAN GROUP LLC	9 FORE DR NSB 32168
35	BUDGET RENT A CAR	715 N DIXIE FWY	MARA HOLDINGS LLC REAL ESTATE TAX DEP	6 SYLVAN WAY PERSIPPANY NJ 07054
36	RAVIS BROS	708 N DIXIE FWY	AIR SPECIALISTS OF VOL CTY INC	708 N DIXIE FWY NSB 32168
37	VACANT RESTAURANT	705 N DIXIE FWY	TNS PARTNERSHIP LLP	11301 SW 91ST AVE MIAMI FL 33176
38	BLACKBEARDS RESTAURANT	701 N DIXIE FWY	RANDALL B KINZEY	658 NEEDLERUSH RD PORT ORANGE FL 32127
39	CRYOTHERAPY AND O2 BAR	646 N DIXIE FWY	THOMAS HIKEC	PO BOX 1631 NSB 32170
40	SMYRNA AUTO AIR	646 N DIXIE FWY	THOMAS HIKEC	PO BOX 1631 NSB 32170
41	TACO SHACK	642 N DIXIE FWY	EMILY E COLON	2351 EVERGREEN DR EDGEWATER FL 32141
42	POOLE'S MOTEL	635 N DIXIE FWY	HAZ SOOK INC	635 N DIXIE FREEWAY NSB 32168
43	MARATHON	620 N DIXIE FWY	DEEP PETROLEUM INC	620 N DIXIE FREEWAY NSB 32168
44	HILL BROS TIRE CO	623 N DIXIE FWY	VEENE INC	1530 VICTORY PALM DR EDGEWATER FL 32132
45	ADVANCE DISCOUNT AUTO PARTS	613 N DIXIE FWY	SPIRIT MASTER FUNDING X LLC	2727 N HARWOOD ST STE 300 DALLAS TX 75201
46	VACANT (PICKERS BARN)	540 N DIXIE FWY	BARKER FINANCIAL LLC	114 1/2 E COLLEGE ST STE 1 IOWA CITY IA 52240
47	GARY'S TRANSMISSIONS	539 N DIXIE FWY	STUART NICHOLSON & NICHOLSON FAMILY TRUST	25 ASPEN TRL NEBO NC 28761
48	VOLUSIA COUNTY PUBLIC WORKS	530 N DIXIE FWY	COUNTY OF VOLUSIA	123 W INDIANA AVE DELAND FL 32720
49	HALIFAX URBAN MINISTRIES SOUTH	524 N DIXIE FWY	500 BLOCK N DIXIE NSB LLC	700 S RIVERSIDE DR NSB 32168
50	GLOBE EXTERMINATORS	521 N DIXIE FWY	ROBERT PEPE	5484 RIVERSIDE DR PORT ORANGE FL 32127
51	DERMATOLOGY	519 N DIXIE FWY	MICHAEL M GUTIERREZ	7652 ASHLEY PARK CT #306 ORLANDO FL 32835
52	SALTY DOG TOO CAR WASH	508 N DIXIE FWY	508 N DIXIE INC	3086 LOG CABIN LN EDGEWATER FL 32132
53	METRO PCS	504 N DIXIE FWY	CAROLYN QUEENER	5880 WOODPOINT TER PORT ORANGE FL 32128
54	SUNDOWN SMOKEHOUSE	515 N DIXIE FWY	MARK RENAUD	113 CRYSTAL VIEW E SANFORD FL 32773
55	NU-DAY PLAZA/ SEASIDE SEWING & QUILTS	401 MARY AV	MESSICK PROPERTIES INC	2013 KING AIR CT PORT ORANGE FL 32128
56	OFFICES	406 N ORANGE ST	SILVESTRI INCESTMENTS OF FLORIDA INC	5300 S ATLANTIC AVE NSB 32169
57	CHECKS ON HOLD/CASH ADVANCE	332 N DIXIE FWY	WILLIAM SHAFFER	1007 SHOONEY DR ORMOND BEACH FL 32174
58	ALL SEASONS POOLS	322 N DIXIE FWY	BOB HERROLDS ALL SEASONS SWIMMING POOLS	322 N DIXIE FRWY NSB 32168
59	MUFFLER MAN AUTO SERVICE	300 N DIXIE FWY	JAMES CHRISTENSEN	PO BOX 58 CLIO MI 48420
60	VACANT CONV STORE	218 N DIXIE FWY	NSB SEASIDE LLC	PO BOX 248 DAYTONA BEACH FL 32115
61	STUARTS CAR CARE	219 N DIXIE FWY	STUART & LIANN WINKLER	219 N DIXIE FREEWAY NSB 32168
62	NAPA AUTO PARTS	214 N ORANGE ST	BT ENTERPRISES OF NSB LLC	2011 CALDWELL ST NSB
63	INDIAN RIVER GLASS	201 N ORANGE ST	VALLEY VIEW NORTH INC	7108 FAIRWAY DR STE 120 PALMBEACH FL 33418
64	PINCHA PENNY POOL SUPPLIES	214 N DIXIE FWY	LESLIE & TINA ORNSTEIN	766 SANDY HILL CIR PORT ORANGE FL 32127
65	XPRESS LUBE	200 N DIXIE FWY	FOWLER ENTERPRISES FLORIDA INC	221 DEER COLONY LN PONTE VEDRA BEACH FL 32082
66	STEADMANS LAUNDRY	201 N DIXIE FWY	SAMS FAMILY LIMITED PARTNERSHIP LLLP SERIES	PO BOX 190007 ATLANTA GA 31119
67	CITGO	199 N DIXIE FWY	NARNARAYAN DEV INVESTMENT LLC	199 N DIXIE FRWY NSB 32168
68	PREMIERE PHYSICAL THERAY	715 CANAL ST	JAMES CORWIN	715 CANAL ST NSB 32168
69	AK FOOD STORE	727 CANAL ST	HART LAND & CATTLE CO INC	138 S SR 415 NSB 32168
70	LACY'S COIN LAUNDRY	727 CANAL ST	HART LAND & CATTLE CO INC	138 S SR 415 NSB 32168
71	HALL MACHINE SHOP	508 DOWNING ST	R E D MANUFACTURING INC	PO BOX 1518 NSB 32170
72	ANDERS & ANDERS FINANCIAL GROUP	315 LIVE OAK ST	ANDERS & ANDERS HOLDINGS LLC	315 LIVE OAK ST NSB 32168
73	STATE FARM INSURANCE DOUG WILSON	207 MAGNOLIA ST	KATHLEEN CANFIELD	108 N PINE ST NSB 32169
74	RIVERPARK TERRACE	302 S RIVERSIDE DR	NSB GARDENS LLC	302 S RIVERSIDE DR NSB 32168
75	RIVERSIDE MOTORCARS SOUTH	511 S DIXIE FWY	JIMMIE K WALKER	2428 S GLENCOE RD NSB 32168
76	PAPPAJOHNS PIZZA	601 S DIXIE FWY	TRIPLE R ACQUISITION CORP	6300 NE 1ST AVE 3RD FLR FORT LAUDERDALE FL 33334
77	GIFT AND PAWN	413 SMITH ST	CITY OF NSB	210 SAMS AVE NSB 32168
78	AA MINI SELF STORAGE	720 MAGNOLIA ST	AAA MINI STORAGE OF NSB	720 MAGNOLIA ST NSB 32168
79	MARTIAL FITNESS	505 1ST ST	HORIZON FLORIDA PUBLICATIONS INC	1120 N CARBON STE 100 MARION IL 62959
80	NEW SMYRNA GLASS &DESIGN CENTER	823 S DIXIE FWY	HORIZON FLORIDA PUBLICATIONS INC	1120 N CARBON STE 100 MARION IL 62959
81	TAKE A LOT/HOSPICE RESALE AND SPECIAL	720 S DIXIE FWY	OZNUS NSB LLC C/O SUNZIO LLC	12481 BRANTLEY COMMONS CT FORT MYERS FL 33907
82	AUTOMOTIVE LINK CAR LOAN	911 S DIXIE FWY	CRISTY & SONS INVESTMENTS LLC	2070 VERSAILLES AVE WINTER PARK FL 32789
83	HABITAT FOR HUMANITY	722 S DIXIE FWY	SOUTHEAST VOLUSIA HABITAT FOR HUMANITY INC	612 N RIDGEWOOD AVE STE A EDGEWATER FL 32132
84	SMYRNA DENTAL MEDICAL CENTER	1111 S DIXIE FWY	SMYRNA DENTAL MEDICAL CENTER ASSOCIATION	1939 TAYLOR RD NSB 32168
85	NEW SMYRNA SHOPPING CENTER	1401 S DIXIE FWY	NEW SMYRNA ACD LLC	1985 CEDAR BRIDGE AVE LAKEWOOD NJ 08701
86	THE SAND BAR CAFE	1500 S DIXIE FWY	CHRIS PAPPAS SOULA PAPPAS	PO BOX 1946 NEW SMYRNA BEACH FL 32170
87	PIZZA POMODORO	1518 S DIXIE FWY	HELKIM REALTY LLC	811 23RD AVE NSB 32169
88	PIZZA HUT	1616 S DIXIE FWY	TATE STANLEY G TR-DENISON FAMILY PARTNERS L	11775 NE 125TH ST STE 102 NORTH MIAMI FL 33161
89	MCDONALDS	1704 S DIXIE FWY	MCDONALDS CORP- SUSAN H MARTIN	PO BOX 632 NEW SMYRNA BEACH FL 32170
90	TIRE KINGDOM	1698 SR 44	REALTY INCOME PROPERTIES 13 LLC	11995 EL CAMINO REAL SAN DIEGO CA 92130
91	PLAZA 44	1700 CANAL ST	RANDOLPH & SHARON MCHENRY	711 N ATLANTIC AVE UNIT 801 NSB 32169
92	FOX BICYCLES	1609 CANAL ST	GORNTON & NANCY ARMSTRONG	6135 SEQUOIA DR
93	VOLUSIA MOTORSPORTS	1701 SR 44	VMRE LLC	1701 SR 44 NSB 32168
94	WELLS FARGO BANK	1791 SR 44	FIRST UNION NATL BANK OF FL	C/O RYAN LLC PO BOX 2609 CARLSBAD CA 92018
95	WEAVER CONSTRUCTION	121 WALLACE RD	121 WALLACE INC	PO BOX 635 NSB 32170
96	CIRCLE K	1801 SR 44	DBNCH CIRCLE LLC	PO BOX 52085 PHOENIX AZ 85072
97	CRITTER CORNER PET SHOP	110 WALLACE RD	JOHN HINTON JR	949 BEVILLE RD SOUTH DAYTONA 32119
98	DENNYS RESTAURANT	1530 SR 44	CHARAF INVESTMENTS OF FLORIDA INC	6175 NW 16TH ST STE GAINESVILLE FL 33015
99	WINN DIXIE	1835 CANAL ST	COAST PLAZA I LLC	11199 POLO CKUB RD STE 1 WELLINGTON FL 33414
100	VICTORY SQUARE	1847 SR 44	GIL PROPERTIES	9 KENVIEW BLVD BRAMPTON ON L6T 5G5 CANADA
101	BANK OF AMERICA	1860 SR 44	BARNETT BANK OF VOLUSIA COUNTY	101 N TRYON ST CHARLOTTE NC 28255
102	KENTUCKY FRIED CHICKEN	2000 SR 44	CHASIN RALTY CORP	58 N COLLIER BLVD APT 1612 MARCO ISLAND FLR 34145
103	VACANT CONV STORE	2153 SR 44	GAUTIER E W EST % PATRICIA GAUTIER KITCHENS	2604 CLINE ST TALLAHASSEE 32208
104	HAWKS COVE	152 W CORBIN PARK RD	152 W CORBIN LLC	53 CEDAR DUNES NSB 32169
105	HAYNES BROTHERS' FURNITURE/JOHNS AP	2240 SR 44	HIGHWAY 44 LLC	949 BEVILLE RD SOUTH DAYTONA 32119
106	FISHIN COVE BAIT AND TACKLE	107 N RIVERSIDE DR	SAMS FAMILY LIMITED PARTNERSHIP LLLP SERIES S	PO BOX 190007 ATLANTA GA 31119
107	ANGLERS PRIVATE CLUB	2 N CAUSEWAY	CITY OF NEW SMYRNA BCH LSD TO ANGLERS YACH	350 N CAUSEWAY NSB 32168
108	OFF THE WALL ART & WINE GALLERY	109 N CAUSEWAY	KENNETH RHEAULT	5806 MARLAKE DR ORLANDO 32839
109	NSB MEDICAL CENTER	161 N CAUSEWAY UNIT A	HUBBLES CONSTANT LLC	161 N CAUSEWAY UNIT A NSB 32169
110	BB&T BANK	161 N CAUSEWAY UNIT B	161 N CAUSEWAY NSB LLC	2439 SWORDFISH LN EDGEWATER FL 32141
111	MERK'S BAR AND GRILL	193 N CAUSEWAY	NTERNATIONAL BREW INC	193 N CAUSEWAY NSB 32169
112	ATLANTIC WELLNESS CENTER	225 N CAUSEWAY	ATLANTIC WELLNESS LLC	225 N CAUSEWAY NSB 32169
113	WEICHERT REALTORS	235 N CAUSEWAY	SEA FAMILY PARTNERS LTD	937 N MAGNOLIA AVE
114	PENINSULA LAND REALTY	394 N CAUSEWAY	MAITLAND FRUIT CO INC	261 N CAUSEWAY STE#2 NSB 32169
115	BUENA VISTA INTRACOASTAL INN	500 N CAUSEWAY	K&B CAMP INC	500 N CAUSEWAY NSB 32169
116	NU DAY REALTY	224 FLAGLER AV	JACOBS ANN K	1881 WATERFORD ESTATES DR NSB 32168
117	BEACHSIDE REALTY	315 FLAGLER AV	LORD & COLLETT INC	315 FLAGLER AVE NSB 32169
118	7-ELEVEN	100 N ATLANTIC AV	SOUTHLAND CORPORATION SOUTHLAND STORE 1	PO BOX 711 DALLAS TX 75221 0711
119	RIP CURL	510 FLAGLER AV	CHARLES BALDWIN	121 LAGOON CT NSB 32169
120	ATLANTIC PLAZA	425 S ATLANTIC AV	VACATION INVESTMENT PLAN INC	425 N FEDERAL HIGHWAY HALLANDALE FL 33009
121	COCONUT PALMS BEACH RESORT II	611 S ATLANTIC AV	OCEAN DEVELOPMENT GROUP INC C/O KGI RESOR	3099 QUADRANGLE BLVD STE 300 ORLANDO FL 32817
122	OUTBACK PLAZA	429 3RD AV	RICHARD S CAPOLUPO	98 ELM ST SALISBURY MA 01952
123	EDWARD JONES INVESTMENTS	551 E 3RD AV	ROBERT ALONZO	1035 MAGNOLIA CIR NSB 32168
124	KOOMER CONSTRUCTION	620 E 3RD AV	SPANISH PLAZA DEV CORP	628 3RD AV NSB 32169
125	E-CIG SUPPLIES/PLANET PIZZA	620 E 3RD AV	SPANISH PLAZA DEV CORP	628 3RD AV NSB 32169
126	BEACHSIDE TAVERN	690 E 3RD AV	BEACHSIDE TAVERN LLC	690 E 3RD AVE NSB 32169
127	CVS	615 E 3RD AV	51 REMSEN STREET CORP % CVS 3115 ACCOUNT	ONE CVS DR WOONSOCKET RI 02895
128	EAST COAST KITCHENS	712 E 3RD AV	HEIDE WIESENBERGER REV TRUST	4388 SAXON DR NSB 32169
129	FIRST AMERICAN TITLE INS	710 E 3RD AV	DONALD CRISP	900 W 26TH ST LYNN HAVEN FL 32444
130	SCOTT REMODELING	730 E 3RD AV	PAUL SCOTT	2724 BROOKLINE AVE NSB 32168
131	BEACHSIDE SHOPPING CENTERS	804 E 3RD AV	MORSE REALTY INC THE 806 THIRD AVE REALTY TR	PO BOX 940658 MAITLAND FL 32794
132	LINES AND VINES COFFEE SHOP	810 E 3RD AV	ROTHERY PETER CRAMPTON	4443 SAXON DR NSB 32169
133	ALVINS ISLAND	812 E 3RD AV	EDMONDS FAMILY PARTNERSHIP LLLP	12954 MANDARIN RD JACKSONVILLE FL 32223
134	PARADISE POWERSPORTS	920 3RD AV	920 EAST THIRD AVE NSB LLC	920 E THIRD AVE NSB 32169
135	RED DOG SURF SHOP	801 SR A1A	RED DOG SEA SPORT INC	801 US A1A NSB 32169
136	WALGREENS	800 SR A1A	CITRUS ENTERPRISES INC	PO BOX 1159 DEERFIELD IL 60015
137	CENTER STATE BANK	763 3RD AV	PONTUS VAULT PORTFOLIO LLC	875 PROSPECT DT STE 303 LAJOLLA CA 92037
138	WATSON REALTY	1504 S ATLANTIC AV	WATSON REALTY CORP	7821 DEERCREEK CLUB RD JACKSONVILLE FL 32256
139	WELLS FARGO BANK	1650 S ATLANTIC AV	FIRST UNION NATL BANK OF FLA C/O RYAN LLC	PO BOX 2609 CARLSBAD CA 92018
140	ISLANDER BEACH RESORT	1601 S ATLANTIC AV	ISLANDER BEACH RESORTS ASSOC	1601 S ATLANTIC AVE NSB 32169
141	SEA VISTA	1701 S ATLANTIC AV	DOMINICK ROSA & JAMES ROSA	1701 S ATLANTIC AVE NSB 32169
142	VALDORA COURT	1708 S ATLANTIC AV	OCEAN ELEVEN NSB LLC	1550 MADRUGA AVE STE 130 CORAL GABLES FL 33146
143	BROWN FOX RENTALS	2702 S ATLANTIC AV	BROWN JOSEPH M % CAMPUS BOOK MART	1164 E LEE BLVD STARKVILLE MS 39759
144	OCEANVIEW NURSING HOME	2810 S ATLANTIC AV	ATLANTIC AVENUE FACILITY LLC	5310 NW 33RD AVE STE 211 FORT LAUDERDALE FL 33309
145	PONCE DE LEON TOWERS	3501 S ATLANTIC AV	SENTRY MANAGEMENT INC	2180 W SR 434 STE 5000 LONGWOOD FL 32779

MAP ID	BUSINESS NAME	BUSINESS ADDRESS
1	Vacant Property	2606 N DIXIE FWY
2	Mobile/Circle K	2600 N DIXIE FWY
3	BOTTOMS UP CLUB/MOTEL	2520 N DIXIE FWY
4	ARMED 'N DANGEROUS CYCLES	2514 N DIXIE FWY
5	ENTERPRISE RENT-A-CAR	2510 N DIXIE FWY
6	LOST LAGOON RESTAURANT	2004 N DIXIE FWY
7	TAYLOR STORAGE	1350 N DIXIE FWY
8	PARK AVENUE MOTORS	1313 N DIXIE FWY
9	BLUE HERON MOTEL	1204 N DIXIE FWY
10	NSB CHIROPRACTIC CLINIC	1205 N DIXIE FWY
11	MOM'S HOME COOKING	1201 N DIXIE FWY
12	OCEAN AIR MOTEL	1161 N DIXIE FWY
13	SWIM TOTTS	1159 N DIXIE FWY
14	DUDLEY FUNERAL HOME	1108 N DIXIE FWY
15	NOCTURNE MOTEL	1104 N DIXIE FWY
16	BENS PAINT SUPPLY/SIGN SHOP	1102 N DIXIE FWY
17	HIDDEN LAKES GOLF CLUB	1100 N DIXIE FWY
18	WHITE BIRD MOTEL	1100 N DIXIE FWY
19	LAUNDRY/LEASING CENTER	1109 N DIXIE FWY
20	SOUTHEAST SELF STORAGE	450 TURNBULL BAY RD
21	U HAUL SELF STORAGE	500 TURNBULL BAY RD
22	BANANA SPLIT REPUBLIC	1042 N DIXIE FWY
23	PERRINE'S PRODUCE	1042 N DIXIE FWY
24	COMPUTERS BY THE SEA	1001 N DIXIE FWY
25	SUZUKI	911 N DIXIE FWY
26	REGIONS BANK	900 N DIXIE FWY
27	BACI	840 N DIXIE FWY
28	TUSCAN INN	835 N DIXIE FWY
29	BACI PIZZERIA & RISTORANTE	830 N DIXIE FWY
30	I MOTORS	828 N DIXIE FWY
31	AMERIPRISE FINANCIAL	824 N DIXIE FWY
32	SHANGRI-LA MOTEL	803 N DIXIE FWY
33	RIVERSIDE MOTORCARS INC	726 N DIXIE FWY
34	TERRACE GARDEN NORTH MOTEL	724 N DIXIE FWY
35	BUDGET RENT A CAR	715 N DIXIE FWY
36	DAVIS BROS	708 N DIXIE FWY
37	VACANT RESTAURANT	705 N DIXIE FWY
38	BLACKBEARDS RESTAURANT	701 N DIXIE FWY
39	CRYOTHERAPY AND O2 BAR	646 N DIXIE FWY
40	SMYRNA AUTO AIR	646 N DIXIE FWY
41	TACO SHACK	642 N DIXIE FWY
42	POOLE'S MOTEL	635 N DIXIE FWY
43	MARATHON	620 N DIXIE FWY
44	HILL BROS TIRE CO	623 N DIXIE FWY
45	ADVANCE DISCOUNT AUTO PARTS	613 N DIXIE FWY
46	VACANT (PICKERS BARN)	540 N DIXIE FWY
47	GARY'S TRANSMISSIONS	539 N DIXIE FWY
48	VOLUSIA COUNTY PUBLIC WORKS	530 N DIXIE FWY
49	HALIFAX URBAN MINISTRIES SOUTH	524 N DIXIE FWY
50	GLOBE EXTERMINATORS	521 N DIXIE FWY
51	DERMATOLOGY	519 N DIXIE FWY
52	SALTY DOG TOO CAR WASH	508 N DIXIE FWY
53	METRO PCS	504 N DIXIE FWY
54	SUNDOWN SMOKEHOUSE	515 N DIXIE FWY
55	NU-DAY PLAZA/ SEASIDE SEWING & QUILTS	401 MARY AV
56	OFFICES	406 N ORANGE ST
57	CHECKS ON HOLD/CASH ADVANCE	332 N DIXIE FWY
58	ALL SEASONS POOLS	322 N DIXIE FWY
59	MUFFLER MAN AUTO SERVICE	300 N DIXIE FWY
60	VACANT CONV STORE	218 N DIXIE FWY
61	STUARTS CAR CARE	219 N DIXIE FWY

OWNER NAME
CDCP INC
BRENNAN FRANCIS X III
RINTRONA DOMINICK
MARLENE DJUSIC, ROBERT LASIC
EDWIN C SIMONSEN
CASTAWAY RESTAURANT GROUP LLC
CHERKLEY MANAGEMENT GROUP LLC
TODD & KRISTIN WESTPFAHL
VAUTOUR LLC
PROKOP ENTERPRISES LLC
SALVATOR & LOUISE ZARBO
FRED & SHARON VINCENT
AMBER THOMPSON
DEBELLA INC
JESSICA UREMOVIC
BENS AUTO-MARINE INC
GOLF COURSE HOLDINGS LLC
SEASUNS INC
CHRIS PAPPS
DELAWARE GROUP
THREE C SAC SELF STORAGE LTD PARTNERSHIP
PERRINE ARNOLD H JR & DIANNA S
PERRINE ARNOLD H JR & DIANNA S
IDICOM INC
DIAMOND MOTORS OF DAYTONA LLC
AILANI NORTH DIXIE LLC
BACI INVESTMENT PROPERTIES LLC
LAXMI OF NEW SMYRNA BEACH LLC
CARMINE CORTESE & JOHN ANTHONY CORTESE
LYON PROPERTY HOLDINGS OF FLORIDA LLC
EDWARD AFTUCK
SARALYN A SCHAAF
F & F CARS LLC
SYDIAN GROUP LLC
MARA HOLDINGS LLC REAL ESTATE TAX DEP
AIR SPECIALISTS OF VOL CTY INC
TNS PARTNERSHIP LLP
RANDALL B KINZEY
THOMAS HIKEC
THOMAS HIKEC
EMILY E COLON
HAE SOOK INC
DEEP PETROLEUM INC
VEENE INC
SPIRIT MASTER FUNDING X LLC
BARKER FINANCIAL LLC
STUART NICHOLSON & NICHOLSON FAMILY TRUST
COUNTY OF VOLUSIA
500 BLOCK N DIXIE NSB LLC
ROBERT PEPE
MICHAEL M GUTIERREZ
508 N DIXIE INC
CAROLYN QUEENER
MARK RENAUD
MESSICK PROPERTIES INC
SILVESTRI INCESTMENTS OF FLORIDA INC
WILLIAM SHAFFER
BOB HERROLDS ALL SEASONS SWIMMING POOLS &
JAMES CHRISTENSEN
NSB SEASIDE LLC
STUART & LIANN WINKLER

OWNER ADDRESS
911 N DIXIE FREEWAY, NSB 32168
4370 SE 26TH TER RD, OCALA FL. 34480 7260
PO BOX 884, NSB 32170
PO BOX 1891, NSB 32170
208 SCHOONER AVE EDGEWATER FL 32141
2004 N DIXIE FRWY NSB 32168
1350 N DIXIE HWY
126 S CORY DR EDGEWATER 32141
1204 N DIXIE FRWY NSB 32168
1205 N DIXIE FRWY NSB 32168
4502 S ATLANTIC AVE NSB 32169
1161 N DIXIE FRWY NSB 32168
1159A N DIXIE FWY NSB 32168
1108 N DIXIE FRWY
1104 N DIXIE FRWY NSB 32168
1102 N DIXIE FRWY NSB 32168
1891 HIGH ST LONGWOOD FL 32750
24850 WINONA ST DEARBORN MI 48124
PO BOX 1946 NSB 32170
1414 N PENINSULA AVE nsb 32169
207 E CLARENDON PHOENIX AZ 85012
690 ORA DELLA AVE TITUSVILLE FL 32796
690 ORA DELLA AVE TITUSVILLE FL 32796
911 N DIXIE FRWY NSB 32168
911 N DIXIE FRWY NSB 32168
1055 N DIXIE FRWY NSB 32168
830 N DIXIE FRWY NSB 32168
835 N DIXIE FWY NSB 32168
830 N DIXIE FRWY NSB 32168
PO BOX 1141 NSB 32170
32 CUNNINGHAM DR NSB 32168
PO BOX 723 NSB 32170
726 N DIXIE FREEWAY NSB 32168
9 FORE DR NSB 32168
6 SYLVAN WAY PERSIPPANY NJ 07054
708 N DIXIE FWY NSB 32168
11301 SW 91ST AVE MIAMI FL 33176
658 NEEDLERUSH RD PORT ORANGE FL 32127
PO BOX 1631 NSB 32170
PO BOX 1631 NSB 32170
2351 EVERGREEN DR EDGEWATER FL 32141
635 N DIXIE FREEWAY NSB 32168
620 N DIXIE FREEWAY NSB 32168
1530 VICTORY PALM DR EDGEWATER FL 32132
2727 N HARWOOD ST STE 300 DALLAS TX 75201
114 1/2 E COLLEGE ST STE 1 IOWA CITY IA 52240
25 ASPEN TRL NEBO NC 28761
123 W INDIANA AVE DELAND FL 32720
700 S RIVERSIDE DR NSB 32168
5484 RIVERSIDE DR PORT ORANGE FL 32127
7652 ASHLEY PARK CT #306 ORLANDO FL 32835
3086 LOG CABIN LN EDGEWATER FL 32132
5880 WOODPOINT TER PORT ORANGE FL 32128
113 CRYSTAL VIEW E SANFORD FL 32773
2013 KING AIR CT PORT ORANGE FL 32128
5300 S ATLANTIC AVE NSB 32169
1007 SHOCKNEY DR ORMOND BEACH FL 32174
322 N DIXIE FRWY NSB 32168
PO BOX 58 CLIO MI 48420
PO BOX 248 DAYTONA BEACH FL 32115
219 N DIXIE FREEWAY NSB 32168

62	NAPA AUTO PARTS	214 N ORANGE ST
63	INDIAN RIVER GLASS	201 N ORANGE ST
64	PINCH A PENNY POOL SUPPLIES	214 N DIXIE FWY
65	XPRESS LUBE	200 N DIXIE FWY
66	STEADMANS LAUNDRY	201 N DIXIE FWY
67	CITGO	199 N DIXIE FWY
68	PREMIERE PHYSICAL THERAY	715 CANAL ST
69	AK FOOD STORE	727 CANAL ST
70	LACY'S COIN LAUNDRY	727 CANAL ST
71	HALL MACHINE SHOP	508 DOWNING ST
72	ANDRES & ANDERS FINANCIAL GROUP	315 LIVE OAK ST
73	STATE FARM INSURANCE DOUG WILSON	207 MAGNOLIA ST
74	RIVERPARK TERRACE	302 S RIVERSIDE DR
75	RIVERSIDE MOTORCARS SOUTH	511 S DIXIE FWY
76	PAPPA JOHNS PIZZA	601 S DIXIE FWY
77	GIFT AND PAWN	413 SMITH ST
78	AAA MINI SELF STORAGE	720 MAGNOLIA ST
79	MARTIAL FITNESS	505 1ST ST
80	NEW SMYRNA GLASS &DESIGN CENTER	823 S DIXIE FWY
81	SAVE A LOT/HOSPICE RESALE AND SPECIAL	720 S DIXIE FWY
82	AUTOMOTIVE LINK CAR LOAN	911 S DIXIE FWY
83	HABITAT FOR HUMANITY	722 S DIXIE FWY
84	SMYRNA DENTAL MEDICAL CENTER	1111 S DIXIE FWY
85	NEW SMYRNA SHOPPING CENTER	1401 S DIXIE FWY
86	THE SAND BAR CAFÉ	1500 S DIXIE FWY
87	PIZZA POMODORO	1518 S DIXIE FWY
88	PIZZA HUT	1616 S DIXIE FWY
89	MCDONALDS	1704 S DIXIE FWY
90	TIRE KINGDOM	1698 SR 44
91	PLAZA 44	1700 CANAL ST
92	FOX BICYCLES	1609 CANAL ST
93	VOLUSIA MOTORSPORTS	1701 SR 44
94	WELLS FARGO BANK	1791 SR 44
95	WEAVER CONSTRUCTION	121 WALLACE RD
96	CIRCLE K	1801 SR 44
97	CRITTER CORNER PET SHOP	110 WALLACE RD
98	DENNYS RESTAURANT	1830 SR 44
99	WINN DIXIE	1835 CANAL ST
100	VICTORY SQUARE	1847 SR 44
101	BANK OF AMERICA	1880 SR 44
102	KENTUCKY FRIED CHICKEN	2000 SR 44
103	VACANT CONV STORE	2153 SR 44
104	HAWKS COVE	152 W CORBIN PARK RD
105	HAYNES BROTHERS' FURNITURE/JOHNS APF	2240 SR 44
106	FISHIN COVE BAIT AND TACKLE	107 N RIVERSIDE DR
107	ANGLERS PRIVATE CLUB	2 N CAUSEWAY
108	OFF THE WALL ART & WINE GALLERY	109 N CAUSEWAY
109	VOLUSIA MEDICAL CENTER	161 N CAUSEWAY UNIT A
110	BB&T BANK	161 N CAUSEWAY UNIT B
111	MERK'S BAR AND GRILL	193 N CAUSEWAY
112	ATLANTIC WELLNESS CENTER	225 N CAUSEWAY
113	WEICHERT REALTORS	235 N CAUSEWAY
114	PENINSULA LAND REALTY	394 N CAUSEWAY
115	BUENA VISTA INTRACOASTAL INN	500 N CAUSEWAY
116	NU DAY REALTY	224 FLAGLER AV
117	BEACHSIDE REALTY	315 FLAGLER AV
118	7-ELEVEN	100 N ATLANTIC AV
119	RIP CURL	510 FLAGLER AV
120	ATLANTIC PLAZA	425 S ATLANTIC AV
121	COCONUT PALMS BEACH RESORT II	611 S ATLANTIC AV
122	OUTBACK PLAZA	429 3RD AV
123	EDWARD JONES INVESTMENTS	551 E 3RD AV

BT ENTERPRISES OF NSB LLC
VALLEY VIEW NORTH INC
LESLIE & TINA ORNSTEIN
FOWLER ENTERPRISES FLORIDA INC
SAMS FAMILY LIMITED PARTNERSHIP LLLP SERIES 3
NARNARAYAN DEV INVESTMENT LLC
JAMES CORWIN
HART LAND & CATTLE CO INC
HART LAND & CATTLE CO INC
R E D MANUFACTURING INC
ANDERS & ANDERS HOLDINGS LLC
KATHLEEN CANFIELD
NSB GARDENS LLC
JIMMIE K WALKER
TRIPLE R ACQUISITION CORP
CITY OF NSB
AAA MINI STORAGE OF NSB
HORIZON FLORIDA PUBLICATIONS INC
HORIZON FLORIDA PUBLICATIONS INC
OZINUS NSB LLC C/O SUNIZO LLC
CRISTY & SONS INVESTMENTS LLC
SOUTHEAST VOLUSIA HABITAT FOR HUMANITY INC
SMYRNA DENTAL MEDICAL CENTER ASSOCIATION I
NEW SMYRNA ACD LLC
CHRIS PAPPAS SOULA PAPPAS
HELKIM REALTY LLC
TATE STANLEY G TR-DENISON FAMILY PARTNERS L
MCDONALDS CORP- SUSAN H MARTIN
REALTY INCOME PROPERTIES 13 LLC
RANDOLPH & SHARON MCHENRY
GORNDON & NANCY ARMSTRONG
VMRE LLC
FIRST UNION NATL BANK OF FL
121 WALLACE INC
DBNCH CIRCLE LLC
JOHN HINTON JR
CHARAF INVESTMENTS OF FLORIDA INC
COAST PLAZA I LLC
GIL PROPERTIES
BARNETT BANK OF VOLUSIA COUNTY
CHASIN RALTY CORP
GAUTIER E W EST % PATRICIA GAUTIER KITCHENS
152 W CORBIN LLC
HIGHWAY 44 LLC
SAMS FAMILY LIMITED PARTNERSHIP LLLP SERIES 3
CITY OF NEW SMYRNA BCH LSD TO ANGLERS YACH
KENNETH RHEAULT
HUBBLES CONSTANT LLC
161 N CAUSEWAY NSB LLC
NTERNATIONAL BREW INC
225 N CAUSEWAY LLC
SEA FAMILY PARTNERS LTD
MAITLAND FRUIT CO INC
K&B CAMP INC
JACOBS ANN K
LORD & COLLETT INC
SOUTHLAND CORPORATION SOUTHLAND STORE 10
CHARLES BALDWIN
VACATION INVESTMENT PLAN INC
OCEAN DEVELOPMENT GROUP INC C/O KGI RESORT
RICHARD S CAPOLUPO
ROBERT ALONZO

2011 CALDWELL ST NSB
7108 FAIRWAY DR STE 120 PALMBEACH FL 33418
766 SANDY HILL CIR PORT ORANGE FL 32127
221 DEER COLONY LN PONTE VEDRA BEACH FL 32082
PO BOX 190007 ATLANTA GA 31119
199 N DIXIE FRWY NSB 32168
715 CANAL ST NSB 32168
138 S SR 415 NSB 32168
138 S SR 415 NSB 32168
PO BOX 1516 NSB 32170
315 LIVE OAK ST NSB 32168
108 N PINE ST NSB 32169
302 S RIVERSIDE DR NSB 32168
2428 S GLENCOE RD NSB 32168
6300 NE 1ST AVE 3RD FLR FORT LAUDERDALE FL 33334
210 SAMS AVE NSB 32168
720 MAGNOLIA ST NSB 32168
1120 N CARBON STE 100 MARION IL 62959
1120 N CARBON STE 100 MARION IL 62959
12481 BRANTLEY COMMONS CT FORT MYERS FL 33907
2070 VERSAILLES AVE WINTER PARK FL 32789
612 N RIDGEWOOD AVE STE A EDGEWATER FL 32132
1939 TAYLOR RD NSB 32168
1985 CEDAR BRIDGE AVE LAKEWOOD NJ 08701
PO BOX 1946 NEW SMYRNA BEACH FL 32170
811 23RD AVE NSB 32169
1175 NE 125TH ST STE 102 NORTH MIAMI FL 33161
PO BOX 632 NEW SMYRNA BEACH FL 32170
11995 EL CAMINO REAL SAN DIEGO CA 92130
701 N ATLANTIC AVE UNIT 801 NSB 32169
6135 SEQUOIA DR
1701 SR 44 NSB 32168
C/O RYAN LLC PO BOX 2609 CARLSBAD CA 92018
PO BOX 635 NSB 32170
PO BOX 52085 PHOENIX AZ 85072
949 BEVILLE RD SOUTH DAYTONA 32119
6175 NW 16TH ST STE G26 HIALEAH FL 33015
11199 POLO CKUB RD STE 1 WELLINGTON FL 33414
9 KENVIEW BLVD BRAMPTON ON L6T 5G5 CANADA
101 N TRYON ST CHARLOTTE NC 28255
58 N COLLIER BLVD APT 1612 MARCO ISLAND FLR 34145
2604 CLINE ST TALLAHASSEE 32208
53 CEDAR DUNES NSB 32169
949 BEVILLE RD SOUTH DAYTONA 32119
PO BOX 190007 ATLANTA GA 31119
350 N CAUSEWAY NSB 32168
5806 MARLAKE DR ORLANDO 32839
161 N CAUSEWAY UNIT A NSB 32169
2439 SWORDFISH LN EDGEWATER FL 32141
193 N CAUSEWAY NSB 32169
225 N CAUSEWAY
937 N MAGNOLIA AVE
261 N CAUSEWAY STE#2 NSB 32169
500 N CAUSEWAY NSB 32169
1881 WATERFORD ESTATES DR NSB 32168
315 FLAGLER AVE NSB 32169
PO BOX 711 DALLAS TX 75221 0711
121 LAGOON CT NSB 32169
425 N FEDERAL HIGHWAY HALLANDALE FL 33009
36269 QUADRANGLE BLVD STE 300 ORLANDO FL 32817
98 ELM ST SALISBURY MA 01952
1035 MAGNOLIA CIR NSB 32168

124	COOMER CONSTRUCTION	620 E 3RD AV
125	E-CIG SUPPLIES/PLANET PIZZA	620 E 3RD AV
126	BEACHSIDE TAVERN	690 E 3RD AV
127	CVS	615 E 3RD AV
128	EAST COAST KITCHENS	712 E 3RD AV
129	FIRST AMERICAN TITLE INS	710 E 3RD AV
130	SCOTT REMODELING	730 E 3RD AV
131	BEACHSIDE SHOPPING CENTERS	804 E 3RD AV
132	LINES AND VINES COFFEE SHOP	810 E 3RD AV
133	ALVIN'S ISLAND	812 E 3RD AV
134	PARADISE POWERSPORTS	920 3RD AV
135	RED DOG SURF SHOP	801 SR A1A
136	WALGREENS	800 SR A1A
137	CENTER STATE BANK	763 3RD AV
138	WATSON REALTY	1504 S ATLANTIC AV
139	WELLS FARGO BANK	1650 S ATLANTIC AV
140	ISLANDER BEACH RESORT	1601 S ATLANTIC AV
141	SEA VISTA	1701 S ATLANTIC AV
142	VALDORA COURT	1708 S ATLANTIC AV
143	BROWN FOX RENTALS	2702 S ATLANTIC AV
144	OCEANVIEW NURSING HOME	2810 S ATLANTIC AV
145	PONCE DE LEON TOWERS	3501 S ATLANIC AV

SPANISH PLAZA DEV CORP
SPANISH PLAZA DEV CORP
BEACHSIDE TAVERN LLC
51 REMSEN STREET CORP % CVS 3115 ACCOUNT DI
HEIDE WIESENBERGER REV TRUST
DONALD CRISP
PAUL SCOTT
MORSE REALTY INC THE 806 THIRD AVE REALTY TR
ROTHERY PETER CRAMPTON
EDMONDS FAMILY PARTNERSHIP LLLP
920 EAST THIRD AVE NSB LLC
RED DOG SEA SPORT INC
CITRUS ENTERPRISES INC
PONTUS VAULT PORTFOLIO LLC
WATSON REALTY CORP
FIRST UNION NATL BANK OF FLA C/O RYAN LLC
ISLANDER BEACH RESORTS ASSOC
DOMINICK ROSA & JAMES ROSA
OCEAN ELEVEN NSB LLC
BROWN JOSEPH M % CAMPUS BOOK MART
ATLANTIC AVENUE FACILITY LLC
SENTRY MANAGEMENT INC

628 3RD AV NSB 32169
628 3RD AV NSB 32169
690 E 3RD AVE NSB 32169
ONE CVS DR WOONSOCKET RI 02895
4388 SAXON DR NSB 32169
900 W 26TH ST LYNN HAVEN FL 32444
2724 BROOKLINE AVE NSB 32168
PO BOX 940658 MAITLAND FL 32794
4443 SAXON DR NSB 32169
12954 MANDARIN RD JACKSONVILLE FL 32223
920 E THIRD AVE NSB 32169
801 US A1A NSB 32169
PO BOX 1159 DEERFIELD IL 60015
875 PROSPECT DT STE 303 LAJOLLA CA 92037
7821 DEERCREEK CLUB RD JACKSONVILLE FL 32256
PO BOX 2609 CARLSBAD CA 92018
1601 S ATLANTIC AVE NSB 32169
1701 S ATLANTIC AVE NSB 32169
1550 MADRUGA AVE STE 130 CORAL GABLES FL 33146
1164 E LEE BLVD STARKVILLE MS 39759
5310 NW 33RD AVE STE 211 FORT LAUDERDALE FL 33309
2180 W SR 434 STE 5000 LONGWOOD FL 32779

ORDINANCE NO. 108-11

AN ORDINANCE AMENDING NEW SMYRNA BEACH ORDINANCE 1-91, NEW SMYRNA BEACH LAND DEVELOPMENT REGULATIONS, ARTICLE II, DEFINITIONS, SECTION 205.00, SIGN REGULATIONS DEFINITIONS, BY UPDATING SIGN REGULATIONS DEFINITIONS: PROVIDING FOR AMENDING ARTICLE VI, DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS, BY REPEALING SECTION 604.14, SIGNS, IN ITS ENTIRETY; PROVIDING FOR CREATING A NEW SECTION 604.14, SIGNS; PROVIDING FOR AMENDING ARTICLE VIII, SUPPLEMENTARY REGULATIONS, SECTION 801.06, HOME OCCUPATIONS, TO ALLOW SIGNAGE FOR PERMITTED HOME OCCUPATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach, has requested an administrative amendment to the City's Land Development Regulations, Article II, Definitions, Section 205.00, Sign Regulations, by updating sign regulations definitions, and amending Article VI, Development Design and Improvement Standards, by repealing in its entirety Section 604.14, Signs, and creating a new Section 604.14, Signs, and amending Article VIII, Supplementary Regulations, Section 801.06, Home Occupations, by allowing signage for permitted home occupations; and

WHEREAS, the Planning and Zoning Board, at its meeting on Monday, September 12, 2011, by a vote of 6-0, (Mr. Casey was absent) recommended to the City Commission that the aforedescribed amendment be ***approved;*** 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 Ordinance 1-91, New Smyrna Beach Land Development Regulations, Article II,

Definitions, Section 205.00, Sign Regulations Definitions, is hereby amended as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikeout~~, and additions to text are indicated by underline.)**

ARTICLE II. DEFINITIONS

Except where specific definitions are used within a specific article or section of this LDR for the purpose of such sections, the following terms, phrases, words, and their derivations shall have the meaning given herein when not inconsistent with the context.

Any words not specifically defined within this LDR shall assume the meaning as indicated in "Webster's Ninth New Collegiate Dictionary," Copyright 1988, by Merriam-Webster, Inc.

...

Section 205.00. – Sign regulations definitions.

The following definitions shall apply to [sub]section 604.14 of this LDR:

...

Copy area. Surface area encompassed within any regular geometric figure which forms the informational component of a sign, when such sign is viewed from one direction on the adjacent right-of-way. The frame which decorates or structurally supports the copy area shall be included when calculating area. The pole associated with a pole sign shall not be included when calculating copy area. The entire area of a ground sign shall be used in calculating the area of a ground sign.

~~*Electronic message center.* A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix.~~

Erect. To build, construct, attach, hang, place, suspend or affix, and shall include the painting of wall signs.

...

Semipublic body. Any organization operating as a nonprofit activity and serving a public purpose or service including such organizations as noncommercial clubs, lodges, theater groups, recreational and neighborhood associations, cultural organizations, schools and churches.

Sign. Any surface, fabric, device or display, designed to advertise, inform, identify, or to attract the attention of persons not on the premises on which the [device] or display is located.

A sign shall be construed to be a single display surface or device containing elements organized, related, and composed to form a single unit. In cases where material is displayed in a random or unconnected manner, or where there is reasonable doubt as to the intended relationship of such components, without organized relationship of such components, each component or element shall be considered to be a single sign

A projecting or ground sign with sign surface on both sides of such sign shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign [side].

For purposes of this LDR, the term "sign" shall include all structural members. ~~**Signs shall not be subject to setback requirements. However, the sign face and all related structural members shall have a minimum setback of five feet from any property line.**~~ A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. This definition shall not include bumper stickers on cars.

Within the sign definition are the following signs.

(a) *Awning sign.* A sign located on the vertical face of an awning.

(b) **Banner signs.** Any sign intended to be hung either with or without frames, possessing characters, letters, illustrations or ornamentations applied to paper, plastic or fabric of any kind, including such signs stretched

across or hung over any public right-of-way. National flags, flags of political subdivisions and symbolic flags of any institution or business shall not be considered banners for the purpose of the article.

(c) **Beacon light sign.** Any sign or device which includes any light with one or more beams, capable of being directed in any direction or directions, or capable of being revolved automatically.

(d) **Bench signs.** A sign located on any part of the surface of a bench or seat placed on or in a close proximity to a public right-of-way or other public area.

(e) **Billboard.** Any notice or advertisement, pictorial or otherwise, giving information regarding any business, organization, event, person, product, place, or thing of any kind located on a premises other than that on which the advertised product or service is offered for sale, except off-site signs, and which is intended for use for the display of advertising material.

~~(f) **Bus signs. Any sign affixed to the interior or exterior of a public bus operated by the Smyrna Transit System, its agent, or successors.**~~

(f) ***Bunting.*** **A temporary sign made of gathered cloth, canvas, light fabric or plastic exhibiting the color or colors of a flag of a government or governmental agency or any patriotic, religious, charitable, civic, educational or fraternal organization.**

(g) *Changeable copy sign.* A sign that is designed so that characters, letters or illustrations can be changed or rearranged either manually or mechanically.

(h) *Construction sign.* Any sign giving the name or names of principal contractors, architects and lending institutions responsible for construction on the site where the sign is placed, together with other relevant information regarding such contractors, architects or lending institutions.

(i) *Development sign.* A sign designed and intended to advertise and promote the sale of buildings or subdivided lots on the same premises.

(j) *Directional sign, off-site.* A sign ~~**not exceeding 32 square feet**~~ bearing directions and/or instructions indicating the direction to the premises to which the sign relates. Said "Directional sign, off-site" may

include the name of the firm, major enterprise or products offered for sale on the premises to which the sign is directing, or with any other information relevant to such business, services, or products.

(k) *Directional sign, on site.* A sign ~~not exceeding three square feet~~ bearing only directions and/or instructions of the premises. This includes, but is not limited to, stop, one-way, speed limit, no left or right turn signs, or any other traffic signs; signs which identify a building section, such as; service department, lounge, kitchen, dining room or menu. On-site directional signs shall not be included when determining the number of signs allowed nor in the total amount of copy area of signs permitted on the premises.

(l) *Directory sign.* A sign on which the names and locations or occupants or the use of a building is given. This shall include office building and church directories.

(m) ***Electronic message center.*** **A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix.**

(n) ***Flag.*** **Any fabric, banner, or bunting containing distinctive colors, patters, or symbols, used as a symbol. Regulations herein do not apply to flags denoting nations, government, or noncommercial organizations.**

(mo) *Flashing sign.* Any sign with a lighting device or devices which go on and off alternately, not including signs giving time and temperature.

(np) *Ground and~~/or pole~~ sign or freestanding sign.* ~~Any sign which is supported by structures or supports in or upon the ground and independent of support from any building.~~ **A sign where the foundation and supporting structure are visually an integral part of the sign creating a continuous form from the ground to the top of the sign.**

(oq) *Illuminated sign.* Any sign illuminated in any manner by an artificial light source.

(pr) *Informational sign.* Any sign providing information to assist persons entering a premises. The following signs are included; no vacancy, credit card acceptance, cable TV, open and closed, wet paint, time and temperature, etc. Each premises shall be limited to three such signs

and no informational sign shall exceed two square feet. Informational signs shall not be included in determining the number of signs allowed nor in the total amount of copy area of signs permitted on the premises.

(qs) *Integral sign.* Memorial signs or tablets, names of buildings and date of erection when cut into any masonry surface or when constructed of bronze or other noncombustible materials in the form of a plaque mounted on the side or face of a building, bench, or other permanent structure.

(rt) *Marquee sign.* Any projecting sign attached to and made a part of a marquee. A marquee is defined as a permanent roof-like or awning type structure projecting beyond and supported by a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against the weather.

(su) *Moving sign.* A fluttering sign or a balloon type sign that is filled with a lighter than air gas, including wind operated devices. All balloons (including all inflatables), dirigibles, airships, and kites located on, or tethered to, commercial property, or for the purpose of advertising a business or profession, shall be moving signs within the meaning of the Land Development Regulations. The items enumerated in the preceding sentence shall be moving signs even if no advertising appears on the item. Specifically excluded from the definition of moving signs are all balloons, dirigibles, airships, and kites for purposes of political activities, weddings, birthday parties, anniversary parties and other similar non-commercial purposes. Dirigibles and airships at airports shall not be moving signs within the meaning of the Land Development Regulations.

(tv) *Nonconforming sign.* Any sign which does not conform to the regulations of this ordinance.

(uw) *Occupant identification.* A sign that is used to indicate to the public the legal or exact firm name and/or the character of the business or profession conducted on the premises.

(vx) *Off-site sign or non-point-of-sale sign.* Any sign located on property other than the premises to which the sign relates that does not conform to the definition of "Directional sign, off-site."

(~~w~~y) *Pennants.* Shall include the terms "ribbons"and "streamers"and shall mean pieces of cloth, flexible plastic, or other flexible material, intended to attract attention because of their bright colors and/or flapping caused by action of the wind, commonly strung in series along a line. This definition shall include a single pennant, ribbon, or streamer, or a series of such pennants, ribbons, or streamers**, but shall not include *flags* as defined herein**.

(~~x~~z) *Point of sale sign.* Any sign which carries the name of the firm, major enterprise or products offered for sale on the premises on which the sign is located, together with any other information relevant to such business, service, or products.

(aa) *Pole sign.* Any freestanding sign that does not meet the definition of ground or portable sign. These signs are composed of the sign cabinet or base and the sign pole or pylon by which it connects to the ground.

(~~y~~bb) *Political sign or political campaign sign.* A sign relating to any persons, political party, or matter to be voted upon at public election.

(~~z~~cc) *Portable sign.* A sign that is mounted on a trailer or trailer-like chassis which is capable of being moved on wheels, legs, or skids as an entire unit**, but is placed temporarily in one location as outlined in Section 604.14. Signs pulled behind a vehicle for the purpose of mobile advertising are not considered *portable signs* (see *trailer signs*)**.

(~~aa~~dd) *Professional sign.* A sign designating the office of a professional practice, indicating the names of the professionals and the profession.

(~~bb~~ee) *Project sign.* Any sign designed as a permanent structure containing only the name of a development and possibly the address and not used for promotional purposes.

(~~cc~~ff) *Projecting sign.* Any sign, other than a wall sign, affixed to any building or wall, any edge of which, extends more than 12 inches beyond such building or wall.

(~~dd~~gg) *Real estate sign.* Any sign which is used to offer for sale, lease, or rent, the property upon which the sign is placed.

(~~ee~~hh) *Roof sign.* Any sign erected or constructed wholly upon and over the roof of any building and supported solely on the roof structure.

(~~ff~~ii) *Shingle sign.* A projecting or wall sign not over one and 1½ square feet in area.

(~~gg~~jj) *Snipe sign.* Any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on public or private property.

(~~hhkk~~) *Subdivision sign.* A sign designed as a permanent structure containing only the name of a subdivision or multifamily development and not used for promotional purposes.

(~~ii~~ll) *Temporary sign.* Any sign or advertising display intended for use for a period of time not to exceed 21 days and designed and constructed in accordance with this intention.

(mm) ***Trailer/mobile sign.*** **Any sign placed on a vehicle or on a trailer attached to a vehicle that projects more than one inch and that is displayed on public rights-of-way as a mobile sign, not intended to be permanent and not in compliance with the definition of *portable sign* or *temporary sign*.**

(~~jj~~nn) *Traveling lights sign.* Any sign which includes a series of lights, or lighting device, which appears to move or travel in automatic sequence on the display surface of the sign.

(oo) ***Vintage sign.*** **Any sign 30 years old or older that is designated as such by the Historic New Smyrna Beach Preservation Commission.**

(~~kk~~pp) *Wall sign.* Any sign containing one advertising surface, other than a projecting sign that is attached to and erected parallel with the face of any building wall, any edge of which extends beyond such building wall.

(~~ll~~qq) *Window sign.* Any sign placed inside or upon a window facing the outside and which is intended to be seen from the exterior.

~~(mm) *Informational sign.* Any sign providing information to assist persons entering a premises. The following signs are included, no vacancy, credit card acceptance, cable TV, open and closed, wet paint, time and temperature, etc. Each premises shall be limited to three such signs~~

~~and no informational sign shall exceed two square feet. Informational signs shall not be included in determining the number of signs allowed nor in the total amount of copy area of signs permitted on the premises.~~

SECTION 2: ***Repeal.*** That Section 604.14, Signs, of Article VI, Development Design and Improvement Standards, New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, is hereby repealed in its entirety.

SECTION 3: ***Amendment.*** That New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, Article VI, Development Design and Improvement Standards, is hereby amended by creating a new Section 604.14, Signs, as follows:

...

ARTICLE VI. DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS

...

604.14. Signs.

A. *Purposes, intent, and scope.* The purpose of these sign regulations is to protect, preserve, and improve the character and appearance of the City of New Smyrna Beach; to provide ample opportunity to advertise in commercial and industrial areas while preventing excessive advertising which would have a detrimental effect on the character and appearance of those areas; and to limit signs in non-commercial and non-industrial areas to essential signs, primarily for the purpose of identification and information, in order to protect the residential character and appearance of those areas. These regulations shall be the minimum requirements necessary to accomplish these purposes, and therefore, to protect the public health, safety, and general welfare.

It is intended that signs placed on land or on a building for the purpose of identification, or for advertising use conducted on that land, or in that building, shall be deemed to be accessory and incidental to the land, building, or use.

With respect to signs advertising business uses, it is specifically intended among other things to avoid excessive competition and clutter among sign display in the demand for public attention. Therefore, the display of signs should be appropriate to the land, building, or use to which it is appurtenant and be adequate but not excessive for the intended purpose of identification or advertising.

Signs commonly referred to as billboards, outdoor advertising or poster panels, which advertise products or businesses not connected with the site on which they are located are prohibited in accordance with the predominantly residential atmosphere of the community, such signs being most appropriate on open highways and roads where they do not detract from community character.

It is also intended that all temporary signs erected for directional purposes, public information, or to direct attention to special events shall be confined to those that are of a general public interest, and that such signs shall be limited to the giving of information.

B. *Prohibited signs.* The following signs are prohibited in the City of New Smyrna Beach:

Beacon light signs.
Billboards.
Flashing signs except Time and Temperature signs.
Moving signs.
Off-site signs except those off-site signs which for limited specific purposes are expressly permitted by the terms of this LDR, including but not limited to banner signs, bench signs, bus signs, political signs, real estate signs, and excluding off-site directional signs.
Pole signs.
Roof signs.
Snipe signs.
Trailer/mobile signs.
Traveling light signs.
Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs or devices, or directional, informational or warning signs erected or

maintained by any public body, or any railroad, public utility or similar body.

Private signs placed on public property, except as expressly permitted by the appropriate public body.

Signs containing any statements, words or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediate surrounding area.

Signs attached to passenger vehicles exceeding three square feet.

Signs which in any way obstruct, cover, or block any fire escape, window or door, or which are attached to any fire escape or ventilation device.

Signs which include pennants, ribbons, streamers, spinners, or wind-operated devices, except as provided herein. Flags of the United States, the State of Florida or the City of New Smyrna Beach are exempt from this prohibition.

Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the City limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4 or CM zoning districts; 2) signs complying with the exemption provisions of this LDR; and 3) real estate signs complying with the provisions of this LDR..

Commercial signs that are carried, waved, or otherwise displayed by persons ("sign walkers," "sign spinners," or "commercial mascots") either on public rights-of-way or in a manner visible from public rights-of-way. This provision is directed toward such displays intended to draw attention for a commercial purpose, and is not intended to limit the display of placards, banners, flags, or other signage by persons participating in demonstrations, political rallies, or otherwise exercising their valid First Amendment rights.

Signs containing a portion of a message where some other portion is contained on another sign, thereby creating a series of advertising messages along a street or highway.

Signs located in the visibility triangle of any corner lot, except as provided herein. The visibility triangle shall be drawn using the street right-of-way lines and a line connecting them at points 25 feet from the intersection formed by such right-of-way lines, or signs which

otherwise obstruct the view in any direction at a street intersection.

C. *Exemptions.* The following signs shall be exempt from the permitting requirements of this LDR:

Automobile dealerships informational/directional service sign provided the dealership contains over 40,000 square feet of lot area, the sign only reads "service," has no advertising or logo, and has a copy area of 75 square feet or less.

Bench signs approved by the city commission.

Construction signs for one or two unit residential construction projects provided that only one such sign not exceeding 5-1/2 square feet for each such project may be erected.

Integral signs, provided the individual letters or numerals of each such sign do not exceed two inches in height, and provided the sign itself does not exceed three square feet of display area.

Legal notices.

Neon light or other type of light sign hung inside the window of an establishment and intended to be seen from the outside provided: (1) No more than five are exempt; (2) the sign advertises a product sold at the establishment; and (3) the energy sources is by plug into an existing wall outlet.

No trespassing, warning, or similar signs of not more than two square feet where such signs are reasonably necessary to notify the public of the matters contained in the signs.

One sign not exceeding three square feet in area per premises, bearing only property numbers, post office numbers, and names of occupants of such premises, for identification purposes only.

Political signs not exceeding six square feet in area.

Real estate signs provided that only one such sign not exceeding 5-1/2 square feet in area may be erected for each street frontage adjoining the parcel of property offered for sale, lease, or rent, and provided further that no such signs shall be erected on the subject property adjacent to the Atlantic Ocean beach. "Add-on" signs (warranty, multiple listing, sold, by appointment, etc.) not exceeding one square foot may be attached to

permissible real estate signs. Real estate signs shall be located a minimum of 15 feet from side property lines and a minimum of 2 feet from the public right-of-way lines. Real estate signs shall be located outside the required visibility areas on waterfront parcels with the exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt real estate sign or one non-exempt real estate sign may be placed at the approximate mid-point of the water frontage.

Signs attached to passenger vehicles that do not exceed three square feet in copy area.

Signs erected by any public body.

Signs located on soda, candy, or food dispensing machines.

Signs required by any professional licensing body of the State of Florida provided that such signs do not exceed the state minimum requirements imposed by such body in any respect.

Window signs, provided that the total area of all signs does not exceed 35% of the total glass area of the window containing the display.

D. *Permits.* No person shall erect, alter, repair or relocate any non-exempt sign without first obtaining a permit for such work from the building official of the City of New Smyrna Beach. No permit shall be issued until the planning manager and chief building official, or designees, have determined that such work is in accordance with this LDR and all other ordinances of the City of New Smyrna Beach and a certificate of zoning has been issued.

(1) Application for a permanent sign permit shall be on forms provided for that purpose by the chief building official and shall contain the following information:

a. The name, address and telephone number of the applicant, the owner of the sign and the owner of the property on which the sign is to be located;

b. The address, if any, and legal description of the premises on which the sign is to be located;

c. A drawing to scale, in duplicate, showing the size, height, structural details, and dimensions of the sign and sign structure;

d. A drawing to scale, in duplicate, showing the position of the sign and any other existing advertising structures in relation to the buildings or structures or the premises and to the boundaries of the property;

e. The signatures of the applicant and the owner of the property, or in the event the owner is not available, written evidence of the owner's permission for the erection of the sign;

f. Any electrical and/or plumbing permit required for the sign;

g. For any sign which the chief building official determines may reasonably be subject to dead load, wind or other physical stress, engineering drawings showing display area, support structure above and below ground, wind pressure specifications and method of installation, signed and sealed by a registered engineer or architect licensed by the State of Florida in that profession;

h. Signs in the Visibility Triangle shall have a maximum height of 3.0 feet to allow for proper visibility.

E. *Schedule of fees.* The schedule of fees for sign permits shall be established, and periodically adjusted by city commission resolution.

F. *General provisions.* The following provisions shall apply to every sign erected in the City of New Smyrna Beach, including exempt signs:

(1) The name and address of the company or person installing any sign and the name and address of the company or persons maintaining any sign, the date of erection and the voltage of any electrical apparatus shall be painted or printed conspicuously on every sign erected.

(2) Any light from any illuminated sign shall be shaded, shielded or directed so that the light intensity or brightness shall not affect adversely the vision for operation of vehicles in any public or private road, highway, driveway or parking area. Such light shall not shine directly on or into any residential structure or directly onto approaching traffic. Such light shall not

be visible from the public beach during sea turtle nesting season (May 1-November 1 annually) per Volusia County code of ordinances, Chapter 72, Division 12, Sea Turtle Protection.

(3) All signs shall be designed and constructed to withstand a wind pressure as required by the Florida Building Code.

(4) The area around the base of any ground sign shall be kept free of any rubbish or other material that might constitute a fire or health hazard. Appropriate landscaping, monument architectural detailing and/or pole skirts around the base of signs are required.

(5) Square footage of copy area determined by lineal feet of frontage shall be determined by measuring along the entrance side of individual stores; in the case of corner stores, additional signage may be allowed only when the same or similar facade treatment is used on both front and side; sign area is not transferable between facades.

(6) Copy area of a sign shall be based upon the surface area encompassed within any regular geometric figure which forms the information component of a sign when such sign is viewed from one direction on the adjacent right-of-way. The frame which decorates or structurally supports the copy area shall be included when calculating area. The pole associated with a pole sign shall not be included when calculating area. The entire area of a ground sign shall be used in calculating the area of a ground sign.

(7) A projecting or ground sign with sign surface on both sides shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign. The faces of ground signs may be separated, and will be construed as a single sign provided that the angle of separation does not exceed 45 degrees.

(8) Unless specifically specified otherwise, no more than a total of three signs shall be erected or maintained per premises. The signs may be apportioned between any allowable type of sign in the district so long as the total copy area (excluding on-site directional signs) does not exceed the maximum permissible area provided herein.

(9) All signs shall be erected, altered, operated, maintained in good repair and working order, and kept free of any foreign matter, and in addition, shall be designed and

installed in compliance with the requirements of the building and electrical codes of the City of New Smyrna Beach.

(10) Vintage signs that do not comply with sign regulations as outlined in this section may be removed and replaced, provided approval is obtained from the Historic New Smyrna Beach Preservation Commission.

(11) All signs shall be set back a minimum of five feet from the front property line unless specifically noted otherwise below.

C. *Sign standards.* The following sign standards shall apply in the respective zoning districts as indicated below unless more stringent regulations are included within the LDR. No sign shall be permitted except as provided herein:

(1) Signs erected upon property zoned for commercial or industrial use and designated as MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, and I-4, and Corridor Overlay Zone (COZ) zoning districts shall conform to the following:

a. Ground signs.

1. Maximum copy area: Four square feet for each lineal foot of building structure frontage, not to exceed forty-eight square feet.

2. If the building has frontage on more than one right-of-way, an additional two square feet of copy area shall be allowed for each additional lineal foot of frontage. Maximum copy area not to exceed 24 square feet.

3. No ground sign shall be erected within 50 feet of any other ground sign on the same premises. No such sign shall extend more than 10 feet above ground level. Existing pole signs are considered non-conforming and are to be amortized in accordance with subsection H below.

b. Wall signs.

1. Maximum copy area: 100 square feet per premises.

2. Wall signs shall not project more than one foot from any wall of a building, and no such

sign shall project above the roof line or parapet, whichever is higher.

3. Wall signs shall not cover, block or obstruct any part of a window, including any part of a window within the sign perimeter, or obstruct window light or vision.

c. Marquee signs.

1. Shall not project more than one foot below the bottom or above the top of the vertical face of the marquee.
2. At least eight feet of clearance from the walkway grade to the bottom of the sign must be maintained.
3. May be attached underneath a marquee at a business entrance, provided the sign:
   (a) does not extend beyond the perimeter of the marquee;
   (b) does not exceed three square feet total copy area; and
   (c) does not extend below an eight foot clearance measured from the sidewalk grade to the bottom edge of the sign.
4. If the marquee sign extends over public property, it shall have a minimum clearance of nine feet from the walkway grade to the bottom edge of the sign and shall require approval from the jurisdictional authority that has the maintenance responsibility for the affected public property.

d. Projecting signs.

1. Maximum copy area: 32 square feet.
2. No part of any such sign shall project more than 36 inches from the wall of a building.
3. No such sign shall physically cover, block or obstruct any window or part of a window, nor obstruct window light and vision.
4. No projecting sign shall extend above the top of a parapet wall.
5. In no event shall a sign projecting over a public right-of-way project to within less than two feet of the curb line.

6. Signs shall have a clearance above the sidewalk grade of at least nine feet, or at least fourteen feet above the grade of the road, driveway or alley.
7. The owner of any sign extending over the public right-of-way shall enter into a license agreement with the city, and shall hold the city harmless from any liabilities resulting from damage to or lack of maintenance of the sign.

e. Portable or movable signs. One portable sign shall be permitted one time for a new business, a business in a new location, or for a shopping center, whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than thirty days or until installation of the allowable freestanding sign, whichever shall occur first. Portable temporary signs shall conform to all city codes and criteria, including but not limited to:
1. Maximum copy area: Thirty-two square feet.
2. No more than one such sign shall be permitted for each lot or parcel.
3. Copy on signs shall be maintained in a legible condition.
4. No flashing lights of any kind permitted. External illumination confined to sign face area.
5. Portable signs shall be used on-site only.
6. A new permit must be obtained for each period of use of a portable temporary sign. Application for a permit for a portable temporary sign shall include:
(a) A diagram indicating the manner in which the sign will be anchored to meet the specifications outlined above;
(b) Plot plan showing that the proposed location is:
i. In accordance with intersection visibility standards outlined in this code;

ii. illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and
iii. not in a required parking space.

f. Banner signs/temporary exterior wall signs. Each premises shall be permitted one banner sign under the following conditions:
1. In conjunction with a grand opening for a new use in a nonresidential zoning district, for a period of time not to exceed 30 consecutive days and utilized within the first three months of business for the use.
2. Maximum copy area: 32 square feet.
3. The location of the sign shall not interfere in any way with the traffic or public safety of the citizens of the city, and the sign shall not violate any other applicable provisions of this LDR. Banner signs shall not be considered in the computation for the number of signs allowed or the maximum allowable display area for a premises.
4. Banner signs erected to advertise a special event or function intended for the general public must obtain approval through the special events committee as outline below.

g. Construction signs.
1. One construction sign shall be allowed for each commercial or industrial project where a building permit has been obtained for the project.
2. Such signs shall be removed within 15 days after substantial construction operations have ceased, and in no event, later than the date of issuance of a certificate of occupancy.
3. Maximum copy area: 32 square feet.

h. Development signs.
1. One development sign for each street frontage, provided such development has been approved

and is undergoing active construction and/or sale.

2. Maximum copy area: 32 square feet.
3. Maximum height: 10 feet above grade.
4. All signs shall be removed when all units are sold.

i. Non-residential subdivision signs.
1. One sign per vehicular entrance.
2. Maximum copy area: 40 square feet.
3. Maximum height: 4 feet above grade.

j. Directory signs and nameplates.
1. Directory signs or nameplates shall contain only the name, address, and nature of business of the occupant(s).
2. Maximum copy area:
(a) Identification sign (nameplate): 4 square feet for each office.
(b) Office buildings or groupings of offices of two or more offices: one additional directory sign for the entire office building or grouping not exceeding 30 square feet of copy area.

k. Directional signs, off-site.
1. One off-site directional sign shall be allowed per premises.
2. The off-site directional sign shall be counted as one of the signs allowed on the premises on which said off-site directional sign is located.
3. Copy area of the off-site directional sign shall be included in the calculation for allowable copy area for the premise on which the sign is located.

l. Directional signs, on-site.
1. There shall be no limit to the number of on-site directional signs.
2. Maximum copy area: 3 square feet.

3. Maximum height: 48 inches above the center-line grade of the adjacent street right-of-way.

m. Awning sign.

1. One awning sign shall be allowed for each business.

2. Maximum copy area: One square foot per lineal foot of business unit frontage, not to exceed 50 square feet.

(2) Signs located in the B-5, Planned Shopping Center District and building(s) containing two or more units.

a. Freestanding ground signs:

1. Maximum height: 15 feet.

2. Maximum copy area:

(a) Shopping centers under 75,000 square feet: 62 square feet.

i. The sign may consist of the following:

- One sign panel for a major tenant: maximum 32 square feet; and
- One sign panel for individual tenant listings with letter and character sizes not less than six inches in height: maximum 30 square feet.

(b) Shopping centers of 75,000 square feet to 250,000 square feet:

i. The sign may consist of the following:

- Plaza identification panel: maximum 48 square feet;
- One sign panel for a major tenant: maximum 48 square feet; and
- One sign panel listing up to three major tenants: maximum 15 square feet for each tenant listing.

(c) Shopping centers over 250,000 square feet:

i. The sign may consist of the following:
- Plaza identification sign: maximum 64 square feet;
- One sign panel for a major tenant: maximum 48 square feet; and
- One sign panel listing up to three major tenants: maximum 15 square feet for each tenant listing.

3. Shall be placed only adjacent to the arterial right-of-way frontage line.
4. Minimum setbacks:
   (a) Five feet from the arterial right-of-way line.
   (b) Fifty feet from side lot lines.

b. Individual anchor stores shall be allowed additional signs as follows:
1. Wall signs.
   (a) Maximum number: 2
   (b) Maximum copy area: Two square feet of copy area per one lineal foot of store unit frontage, not to exceed 200 square feet.
2. Two signs hanging below the marquee, not to exceed three square feet of copy area and having a clearance of eight feet if hanging below the marquee. These signs shall be classified as directional signs, shall contain the establishment name and logo and shall not be calculated as any of the allowable number of signs.

c. Individual tenants in a shopping center or multi-tenant building, excluding anchor stores and businesses located on an outparcel shall be allowed additional signs as follows:
1. One wall sign not to exceed four square feet of a sign area per one lineal foot of store frontage, not to exceed 100 square feet.

2. One sign hanging below the marquee not to exceed three square feet of copy area and having a clearance of eight feet.

d. Individual businesses located on an outparcel shall be allowed any combination of signs as indicated in sec. 604.14G(1) above.

(3) Signs located in office or industrial parks. Office and/or industrial parks shall be allowed one freestanding sign as detailed below:

a. Office or industrial parks having less than 50 acres:
   1. Maximum copy area: 40 square feet.
   2. Maximum height: 8 feet.

b. Office or industrial parks having 50 to 100 acres:
   1. Maximum copy area: 60 square feet.
   2. Maximum height: 10 feet.

c. Office or industrial parks having more than 100 acres:
   1. Maximum copy area: 80 square feet.
   2. Maximum height: 10 feet identifying the park name and business names and addresses within the park.

d. Signs shall only identify the park name and business names and addresses within the park.

e. Individual businesses within an office or industrial park shall comply with the sign regulations as indicated in 604.14C.(1) above.

(4) Signs located on residentially zoned property.

a. Subdivisions.
   1. One subdivision sign per main vehicular access to the subdivision:
   2. Maximum copy area: 60 feet.
   3. Maximum height: four feet above the nearest adjacent road grade.

b. Multi-family residential developments:
   1. Ground signs:
      (a) One ground sign for each street frontage.
      (b) Maximum copy area: 32 square feet.
      (c) Maximum height: 8 feet above the nearest adjacent road grade.
   2. Wall signs.

(a) One wall sign shall be permitted on one of the buildings located within a multi-family development.

(b) Maximum copy area: one square foot per each foot of building height, or one square foot per each unit, whichever is less. Maximum sign area not to exceed 100 square feet.

(c) Maximum height of the channel letters is two feet.

3. All residential developments are allowed one off-site directional sign.

4. All residential developments are allowed one construction sign not to exceed 32 square feet, which must be removed upon completion of the project.

5. All residential developments are allowed one development sign not to exceed 32 square feet in area.

(5) Houses of worship. Any house of worship or related property is allowed the following signage:

a. One freestanding sign.

1. Maximum copy area: 32 square feet.

2. Maximum height: 6 feet above grade.

b. One wall sign.

1. Maximum copy area: 32 square feet.

(6) Political campaign signs. Temporary political campaign signs or posters exceeding six square feet in area shall be permitted subject to the following restrictions, and any other applicable requirements set forth in this sign regulation.

a. Minimum setbacks:

1. Front property line(s): 5 feet.

2. Side property lines: 25 feet.

b. Maximum height: 10 feet.

c. Maximum copy area: 32 square feet.

d. Maximum number of signs per parcel: one.

e. Political campaign signs shall not be erected more than 60 days prior to an election and shall be removed within 10 days after the election or after the campaign issue has been decided.

f. The erection and removal of all political signs shall be the joint responsibility of the owner of property upon which the sign is placed, the owner of such sign, and the candidate for whom such sign was placed. Each such person shall be jointly and severably liable for a violation of the terms and conditions of this sign regulation.

g. All persons seeking to install non-exempt political signs must comply with the following:

1. Obtain a permit from the city clerk.
2. Post a surety bond or cash bond in the amount of $250.00 conditioned upon the removal of such signs, billboards and posters within ten days after the election in which the candidate is eliminated or elected or the campaign issue is decided.
3. Should the candidate fail or refuse to remove said signs, billboards or posters within 15 days after such election, the city shall have the authority to remove such signs, billboards or posters and dispose thereof and charge the cost of such removal and disposal against the bond posted by the candidate.
4. In the event a cash bond is posted, any sums remaining in the hands of the city after the cost of such removal has been deducted shall be remitted to the candidate.

(7) Signs located at bed and breakfast homes, adult living facilities, nursing homes, public and private schools, and private and semi-public clubs located within residentially-zoned areas.

a. Ground signs.

1. Maximum copy area: 32 square feet.
2. Maximum height: 8 feet.
3. Materials and illumination. Must utilize indirect lighting to illuminate only the sign face.

(8) Electronic message centers. Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S. 1, except for properties with

direct frontage on the east side of U.S. 1, regardless of zoning. Additionally, electronic message centers shall conform with the following requirements:

a. Minimum separation between electronic message center signs is 600 feet unless approved by the Planning Manager based on visibility needs.

b. Electronic message center signs must not face property zoned for single-family residential uses.

c. Electronic message center signs shall be prohibited within historic districts or facing a historic district if the electronic message center sign will be within 200 feet of the historic district.

d. The maximum light emanation from an electronic message center sign shall be no greater than .3 foot-candles, measured 200 feet from the sign.

e. Every electronic message center shall be equipped with an automatic dimmer device.

f. All electronic message centers shall comply with the appropriate city sign and other regulations.

g. Any malfunctioning electronic message centers must be turned off or display a blank screen until repaired.

h. All electrical equipment shall be UL listed.

i. All power to an electronic message center shall be supplied via underground carrier, inside approved conduit, and shall be installed according to the city electrical requirements.

j. All electronic message centers shall be kept in good operating condition and maintained with good external appearance.

(9) Real estate signs.

a. Exempt real estate signs: The following real estate signs conforming to the following criteria shall not require a permit:

1. Maximum size and number of signs: One sign not exceeding six square feet in area may be erected for each street and/or water frontage adjoining the parcel of property offered for sale, lease or rent.

2. A maximum of three "add-on" or "rider" signs shall be permitted for each exempt real estate sign, provided the total area for all "add-on"

or "rider" signs does not exceed five square feet and provided that no "add-on" or "rider" sign exceeds the width of the exempt real estate sign.

3. Minimum setbacks: Ten feet from side property lines and two feet from public right-of-way lines.

b. Non-exempt real estate signs on property zoned C, RC, FR, R, A-1, A-2, MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, I-4, PUD and COZ shall require a permit and shall conform to the following:

1. Maximum size: 32 square feet.
2. Maximum number of signs: One per each street and/or water frontage for each premises.
3. Minimum setbacks: Five feet from any adjacent right-of-way, except where the applicant demonstrates that existing vegetation or other obstructions would preclude compliance with the five-foot setback.

c. Non-exempt real estate signs on property zoned RE, R-1, R-2, R-3, R-4, R-5, R-6, MH-1, and MH-2, shall require a permit and shall conform to the following:

1. Maximum size: 16 square feet.
2. Maximum number of signs: one per each street and/or water frontage for each premises.
3. Minimum setbacks: Five feet from all property lines.

d. Visibility requirements: All real estate signs shall be located outside the required visibility areas at the intersections of rights-of-way. All real estate signs shall be located outside the required visibility areas on waterfront parcels with the exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt real estate sign or one non-exempt real estate sign may be placed at the approximate mid-point of the water frontage.

(10) Special event signs. For the purpose of this section, "special event" means any public or private nonprofit event of limited duration in which the general public is invited to participate, and other events of limited duration that are otherwise unrelated to the primary use of the property. The following regulations apply to special event signage:

a. Prohibited signs. It shall be unlawful to erect, case to be erected, maintain or cause to be maintained any sign described in Section 604.14B of the land development regulations unless or except as follows:

1. Maximum number of off-site signs: 3

2. No sign prohibited in [sub]section 10a. above shall be authorized under this section as a special event sign.

3. No special event sign shall be placed so as to obscure visibility of any permanent freestanding sign, unless such placement has been approved in writing and filed with the city clerk by the property owner whose freestanding sign is obscured.

4. No special event sign shall be placed on lots or parcels of any privately owned, undeveloped property without written authorization of the property owner. Such authorization shall be filed with the city clerk prior to posting any sign on the undeveloped property.

5. The erection and removal of all special event signs shall be the responsibility of the person sponsoring the special event, except for political campaign signs which shall be the responsibility of the candidate for whom the sign was placed and as described in section 604.14G(6) above.

6. Special event signs shall be erected not more than 14 days prior to a major special event and not more than 48 hours prior to a minor special event. All special event signs shall be removed within 48 hours after the special event (major or minor) for which the sign was authorized.

7. Bond requirements:

(a) A surety bond or cash bond in the amount of $250.00 shall be posted a minimum of 48 hours prior to installation of the signs.

(b) The bond shall be to ensure the removal of such signs, billboards and posters within 48 hours of the special event (major or minor) for which the signs were posted.

(c) Should the person who posted the bond for such signs fail or refuse to remove said signs, billboards or posters within the specified time frames after the special event, the city shall have the authority to remove such signs, billboards and posters and dispose thereof and charge the cost of such removal and disposal against the bond posted.

(d) In the event a cash bond is posted, any funds remaining in the hands of the city after the cost of such removal has been deducted shall be remitted to the person who posted the bond.

(11) Flags.

a. Maximum number: Two flags per premises.

b. Flags shall be mounted on a single flag pole or separate flag poles installed either on the building or adjacent to the building.

c. No single flag shall exceed 40 square feet in area, and the aggregate size of all flags shall not exceed 72 square feet.

d. For the purpose of determining the size of a flag, only one side of the flag shall be counted as display surface.

(12) Home occupational signage.

a. Businesses with an approved and current business tax receipt for a home occupation as outlined in section 801.06 of this LDR may request a permit to install one sign not to exceed four square feet in copy area and not to exceed five and one-half feet in height.

b. Only one sign is permitted per parcel.

(13) Sandwich boards. Sandwich board signs are permitted within the MU, Mixed Use zoning districts only. Sandwich board signs must comply with the following regulations:

a. One sandwich board sign may be located in front of each non-residential property or tenant space.

b. Sandwich board signs may be placed on a public sidewalk no closer than one foot inside the curb, and must maintain a minimum of 36 inches of clear sidewalk space.

c. Maximum sign size: 42 inches in height and 36 inches in width.

d. The sign shall only be placed on the sidewalk during business hours.

e. The sign shall be located in front of the specific business advertised on the sign, and not at another location. If the business is a corner property, the sign may only be placed in one location.

H. *Non-conforming signs.*

(1) Amortization of non-conforming signs: Any existing sign which is in violation of this LDR after the effective date of this LDR shall be deemed a non-conforming sign. Such signs may be continued subject to the following requirements:

a. No non-conforming sign shall be altered, moved or changed in any way except in full compliance with the terms of this LDR. This provision shall not apply to the changing of temporary copy on changeable copy signs or the painting or altering of copy area to restore the original sign appearance.

b. This non-conforming sign provision shall not apply to repairs necessary to maintain the structural integrity or safety of a sign, provided the cost of such repairs does not exceed 25 percent of the cost of materials which would be necessary to construct, in all other respects, an identical conforming sign on the same site. Such costs shall be determined by the chief building official.

c. Pole signs shall be amortized within ten years of the effective date of this ordinance. No new pole

signs shall be permitted after the effective date of this ordinance. Face change-outs for pole signs shall be permitted provided the replacement complies with subsection "d" below and provided the pole sign is replaced with a conforming sign by the end of the amortization time.

d. Notwithstanding the time periods for amortization of non-conforming signs set out above, no non-conforming sign of any kind or type shall be allowed to remain with the sign has deteriorated to a point that the cost of repairing the sign to a safe, structurally sound condition exceeds 25 percent of the cost of materials which would be necessary to construct in all other respects an identical conforming sign on the same site. Such costs shall be determined by the chief building official.

e. Notwithstanding any other provision in this LDR, if a sign is destroyed by more than 50 percent of its replacement value, through an accident, act of God, or intentional act not caused by the person responsible for said sign, then the sign may be reconstructed and rebuilt and utilized for the balance of the amortization period then left.

(2) Non-conforming signs shall be removed or made to conform with this LDR within the time periods set out below or upon deterioration to the point specified below:

a. The following types of signs shall be removed or made to conform within 60 days after the effective date of this LDR:

1. Beach light signs
2. Flashing signs
3. Moving signs
4. Snipe signs
5. Trailer/mobile signs
6. Traveling light signs
7. Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devises or directional information or warning signs erected or maintained by any public body or any railroad, public utility or similar body.

8. Private signs placed on public property, except as expressly permitted by the appropriate public body.
9. Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediately surrounding area.
10. Signs attached to passenger vehicles exceeding three square feet.
11. Signs which in any way obstruct or block any fire escape, window or door, or which are attached to any fire escape or ventilation device.
12. Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the city limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, or CM zoning districts; 2) signs complying with the exemption provision of this LDR; and 3) real estate signs complying with the provisions of this LDR.

b. The following types of signs prohibited by this LDR shall be removed within one year after the effective date of this LDR:
   1. Billboards
   2. Off-site signs, unless said sign is an off-site directional sign as defined herein.

(3) Removal of signs. The chief building official shall have the responsibility to enforce the provisions of this LDR.
a. If any property owner fails to comply with this LDR by failing to remove an unlawful sign, a sign for which the amortization period applicable to the sign has lapsed or a sign which has deteriorated beyond the point set forth in subsection (1)d. above, the code enforcement officer shall send a notice of violation by certified mail, return receipt requested, to the owner of the property at the address shown on the latest consolidated county

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tax rolls. If the notice is returned unclaimed or otherwise undelivered, a true copy of such notice shall be posted on the subject property for 10 consecutive days. The notice shall contain the name and address of the owner as shown on the tax rolls, the legal description of the property, the time in which the owner shall abate the nuisance, not less than 30 days, and have attached a photocopy of the relevant provisions of this LDR.

b. Any owner aggrieved by any action taken by the city under this LDR may appeal such action to the City Commission.

c. If no action has been taken regarding a notice of violation by the owner of the property involved within 60 days after service of the notice, or the last day of posting on the property, and no appeal has been taken, the code enforcement officer shall request approval of the code enforcement board to remove the sign and after obtaining such approval, shall remove the sign. The reasonable cost of such removal is hereby assessed against the property involved and declared to be a lien on such land in accordance with state law. Such liens may be foreclosed by the city as provided by law.

(4) Signs visible from Interstate or Federal Aid Primary Highway System; harmony of regulations.

a. The removal provisions of this LDR shall not apply in the case of outdoor advertisements or advertising structures visible from roads or highway systems to the extent that such removal is preempted by the state. This shall not affect the duty of sign owners to remove the signs under this LDR nor shall it affect the authority and responsibility of the city to enforce this LDR through other appropriate means, including referral for criminal prosecution.

b. This LDR shall be construed to be in harmony with Florida Statutes. In cases where local authority is preempted by the state, or where a question arises regarding such preemption, it shall be the responsibility of the chief building official to coordinate with the state to insure that state

regulation and enforcement is pursued to the fullest extent.

I. Variances. Variances to the requirements of this LDR may be granted by the planning and zoning board only where a literal enforcement of the provisions of this LDR would result in substantial practical difficulty or unnecessary hardship or difficulty which might be suffered by the owners of that property. Variances shall be granted only in accordance with the procedures and criteria set out in the city land development regulations.

J. Penalties. Violations occurring on public property shall be issued a trespassing citation, fines for which are set by the city code of ordinances. Violations occurring on private property may be issued a code citation per Chapter 162, Florida Statutes, and may be cited to appear before the code enforcement board; additionally, violations must come into compliance as determined by the code enforcement officer.

SECTION 4: ***Amendment.*** That New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, Article VIII, Supplementary Regulations, Section 801.06, Home Occupations, is hereby amended as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikeout~~, and additions to text are indicated by underline.)**

ARTICLE VIII. SUPPLEMENTARY REGULATIONS

...

801.06. Home occupations.

A. A home occupation shall be permitted as an accessory use in all residential districts, provided that:

(4) ...

(5) No additional and separate entrance incongruent with the residential structural design shall be constructed for the purpose of conducting the home occupation;

~~(6) No advertisement directs consumers to the home or is located at the home;~~

(~~7~~6) The home occupation shall not generate the visitation by clients, customers, salesmen, suppliers or any other persons to the premises which results in vehicular traffic generation of more than one vehicle at any one time, or of more than a total of 12 vehicles per day;

(~~8~~7) No provision for off-street parking or loading facilities, other than the requirements of the residential district in which the use is located, shall be permitted; no part of a required yard shall be used for such off-street parking or loading purposes; and no additional driveways to serve such home occupation shall be permitted;

(~~9~~8) No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference outside the dwelling. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises;

(~~10~~9) No home occupation shall interfere with the residential uses of adjoining property;

(~~11~~10) A home occupation shall be required to have a city occupational license.

(11) One sign not to exceed four square feet in copy area and not to exceed 5-1/2 feet in height is permitted per parcel.

...

SECTION 5: ***Codification.*** Following adoption of this ordinance, the City Attorney shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 6: ***Public Hearings.*** That two public hearings noticed pursuant to §166.041(3)(c)2.b., F.S., considering the adoption of this ordinance were held October 25, 2011, and November 8, 2011, in

the City Commission Chambers at City Hall, 210 Sams Avenue (south entrance on Julia Street), New Smyrna Beach, Florida.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 9: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

FRANK B. GUMMEY, III
City Attorney

DATE: 11/8/11

Sign Regulations - Land Development Regulations Amendment
Public Hearing October 25, 2011
Public Hearing November 8, 2011
November 8, 2011
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CITY OF NEW SMYRNA BEACH – DEVELOPMENT SERVICES
ZT-11-11: LDR AMENDMENT –
SIGNS
SEPTEMBER 12, 2011

Background

A. **Applicant:** City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach

B. **Request:** Approval of an amendment to the City's Land Development Regulations to update the Sign Ordinance.

Findings

A. Sections 205.00 and 604.14 of the City's *Land Development Regulations* (LDR) contain definitions and regulations regarding Signage. Over the past few years, staff has received varied feedback from citizens, business owners, and sign contractors regarding the sign regulations. This feedback ranged from expressions of over-restrictive regulations, requests that certain signs are allowed, to requests that certain signs be prohibited and an amortization schedule for these signs be created.

B. In an effort to rectify this, staff established a sign committee, consisting of Planning Department staff, code Enforcement staff, several sign contractors, local business owners, and a representative from the Historic New Smyrna Beach Preservation Commission. This committee met twice in person and communicated several times via e-mail regarding what should be changed, added and/or removed from the regulations to make them more user-friendly and to cater to the community's desires as to what is wanted and unwanted.

C. Specific changes were made to include regulations for sandwich-board signs, provisions for larger signs for multi-family structures, regulations for special event signage, and flags. Additionally, changes were made to prohibit new pole signs and provide a 10-year amortization schedule for these signs, with the intent to encourage monument and ground signs. Trailer/mobile signs were included in the "prohibited signs" list, too. Other changes were mostly in formatting to make the ordinance clearer and easier to read. Definitions for flags, trailer/mobile signs, pole signs, monument signs, and ground signs were drafted. Home occupation signs were added as permitted signage, and therefore the regulations pertaining to home occupations (Section 801.06 of the LDR) were amended to reflect this change.

D. After edits recommended by the sign committee were drafted, staff posted the draft ordinance on the City's website for several weeks, and forwarded a copy of it for general disbursement to members of the Southeast Volusia Chamber of Commerce and the Volusia County Association for Responsible Development. Staff incorporated additional feedback from the members of these entities, resulting in the attached amended Sign regulations.

Staff Recommendation

Staff recommends approval of the following zoning text amendment to the Land Development Regulations. Section 205.00 and 801.06 show omissions as ~~strikethroughs~~ and additions as <u>underlined</u>. Because of the large amount of editing done to Section 604.14, staff is recommending, for ease of review, that

the entire existing ordinance be shown as ~~stricken~~ followed by the revised entire ordinance as underlined.

Planning and Zoning Board Recommendation

At its September 12, 2011 meeting, the Planning and Zoning Board voted unanimously 6-0 (Brooks Casey absent), to recommend the City Commission approve the request.

205.00 Sign Regulations Definitions

The following definitions shall apply to Section 604.14 of this LDR.

Altering: Changing a sign to the extent that the structural components of the pole or copy area is replaced, repaired, or changed so that the shape, size, or appearance of the sign is different than previously. Painting a sign, rearranging letters or replacing the plastic copy area without any structural or frame changes shall not constitute altering.

Anchor Store: the major tenant within a shopping center used to draw patrons to the shopping center and containing at least 25,000 square feet of gross leasable area.

Chief Building Official: The City Official designated as the Chief Building Official for the City of New Smyrna Beach. The Chief Building Official shall have the responsibility and authority to enforce these sign regulations.

Copy Area: Surface area encompassed within any regular geometric figure which forms the informational component of a sign, when such sign is viewed from one direction on the adjacent right-of-way. The frame which decorates or structurally supports the copy area shall be included when calculating area. The pole associated with a pole sign shall not be included when calculating copy area. The entire area of a ground sign shall be used in calculating the area of a ground sign.

~~Electronic Message Center: A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix.~~ **~~Ord. # 45-08~~**

Erect: To build, construct, attach, hang, place, suspend or affix, and shall include the painting of wall signs.

Location: Any lot, premises, building, structure, wall, or any place whatsoever upon which a sign is located.

Person: Any persons, firm, partnership, association, corporation, company, or organization, singular or plural, of any kind.

Premises: A parcel or lot of property, or any combination of parcels or lots; except that in the case of a business having in excess of two hundred and fifty (250) feet of continuous road frontage in which such case each two hundred and fifty (250) feet of road frontage shall constitute one (1) premise for the purpose of this Ordinance. For example: a new car dealership with five hundred (500) feet of road frontage would constitute two (2) premises for the purpose of this LDR.

Public Body: Any government or governmental agency of the City of New Smyrna Beach, Volusia County, the State of Florida, or the United States.

Residential Development: Any housing project that is approved by the Planning and Zoning Board. Phasing of a project shall not constitute a separate residential development for the purpose of Sign Standards, unless the phase shall bear a separate name.

Roof Line: The juncture of the roof and the perimeter wall of the structure.

Semi-Public Body: Any organization operating as a non-profit activity and serving a public purpose or service including such organizations as non-commercial clubs, lodges, theater groups, recreational and neighborhood associations, cultural organizations, schools and churches.

Sign: Any surface, fabric, device or display, designed to advertise, inform, identify, or to attract the attention of persons not on the premises on which the devise or display is located.
(Ord. # 17-01)

A sign shall be construed to be a single display surface or device containing elements organized, related, and composed to form a single unit. In cases where material is displayed in a random or unconnected manner, or where there is reasonable doubt as to the intended relationship of such components, without organized relationship of such components, each component or element shall be considered to be a single sign.

A projecting or ground sign with sign surface on both sides of such sign shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign.
(Revised 4-19-01)

For purposes of this LDR, the term "sign" shall include all structural members. ~~Signs shall not be subject to setback requirements. However, the sign face and all related structural members shall have a minimum setback of 5 feet from any property line.~~ UA sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. This definition shall not include bumper stickers on cars.

Within the sign definition are the following signs:

(a) Awning Sign: a sign located on the vertical face of an awning.

(b) Banner Signs: any sign intended to be hung either with or without frames, possessing characters, letters, illustrations or ornamentations applied to paper, plastic or fabric of any kind, including such signs stretched across or hung over any public right-of-way. National flags, flags of political subdivisions and symbolic flags of any institution or business shall not be considered banners for the purpose of the article.

(c) Beacon Light Sign: any sign or device which includes any light with one or more beams, capable of being directed in any direction or directions, or capable of being revolved automatically.

(d) Bench Signs: a sign located on any part of the surface of a bench or seat placed on or in a close proximity to a public right-of-way or other public area.

(e) Billboard: any notice or advertisement, pictorial or otherwise, giving information regarding any business, organization, event, person, product, place, or thing of any kind located on a premises other than that on which the advertised product or service is offered for sale, except off-site signs, and which is intended for use for the display of advertising material.

(f) ~~Bus Signs: any sign affixed to the interior or exterior of a public bus operated by the Smyrna Transit System, its agent, or successors.~~
Bunting. A temporary sign made of gathered cloth, canvas, light fabric or plastic exhibiting the color or colors of a flag of a government or governmental agency or any patriotic, religious, charitable, civic, educational or fraternal organization

(g) Changeable Copy Sign: a sign that is designed so that characters, letters or illustrations can be changed or rearranged either manually or mechanically.

(h) Construction Sign: any sign giving the name or names of principal contractors, architects and lending institutions responsible for construction on the site where the sign is placed, together with other relevant information regarding such contractors, architects or lending institutions.

(i) Development Sign: a sign designed and intended to advertise and promote the sale of buildings or subdivided lots on the same premises.

(j) Directional Sign, Off-Site: a sign ~~not exceeding thirty-two (32) square feet~~ bearing directions and/or instructions indicating the direction to the premises to which the sign relates. Said "Directional Sign, Off-Site" may include the name of the firm, major enterprise or products offered for sale on the premises to which the sign is directing, or with any other information relevant to such business, services, or products.

(k) Directional Sign, On-Site: a sign ~~not exceeding three (3) square feet~~ bearing only directions and/or instructions of the premises. This includes, but is not limited to, stop, one-way, speed limit, no left or right turn signs, or any other traffic signs; signs which identify a building section, such as: service department, lounge, kitchen, dining room or menu. On-site directional signs shall not be included when determining the number of signs allowed nor in the total amount of copy area of signs permitted on the premises.

(l) Directory Sign: a sign on which the names and locations or occupants or the use of a building is given. This shall include office building and church directories.

(m) Electronic Message Center: A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix. **Ord. # 45-08**

(n) Flag: Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols, used as a symbol. Regulations herein do not apply to flags denoting nations, government, or noncommercial organizations

(~~m~~o) Flashing Sign: any sign with a lighting device or devices which go on and off alternately, not including signs giving time and temperature.

(~~n~~p) Ground and~~/or Pole~~ Sign or "Free-Standing Sign": ~~any sign which is supported by structures or supports in or upon the ground and independent of support from any building.~~ A sign where the foundation and supporting structure are visually an integral part of the sign creating a continuous form from the ground to the top of the sign.

(~~o~~g) Illuminated Sign: any sign illuminated in any manner by an artificial light source.

(~~p~~r) Informational Sign: any sign providing information to assist persons entering a premises. The following signs are included: no vacancy, credit card acceptance, cable TV, open and closed, wet paint, time and temperature, etc. Each premises shall be limited to three such signs and no informational sign shall exceed two square feet. Informational signs shall not be included in determining the number of signs allowed nor in the total amount of copy area of signs permitted on the premises.

(~~q~~s) Integral Sign: memorial signs or tablets, names of buildings and date of erection when cut into any masonry surface or when constructed of bronze or other non-combustible materials in the form of a plaque mounted on the side or face of a building, bench, or other permanent structure.

(~~r~~t) Marquee Sign: any projecting sign attached to and made a part of a marquee. A marquee is defined as a permanent roof-like or awning type structure projecting beyond and supported by a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against the weather.

(~~s~~u) Moving Sign: a fluttering sign or a balloon type sign that is filled with a lighter than air gas, including wind operated devices. All balloons (including all inflatables), dirigibles, airships, and kites located on, or tethered to, commercial property, or for the purpose of advertising a business or profession, shall be *moving signs* within the meaning of the Land Development Regulations. The items enumerated in the preceding sentence shall be *moving signs* even if no advertising appears on the item. Specifically excluded from the definition of *moving signs* are all balloons, dirigibles, airships, and kites for purposes of political activities, weddings, birthday parties, anniversary parties and other similar non-commercial purposes. Dirigibles and airships at airports shall not be *moving signs* within the meaning of the Land Development Regulations. **(Ord. # 17-01)**

(~~t~~v) Non-Conforming Sign: any sign which does not conform to the regulations of this Ordinance.

(~~u~~w) Occupant Identification: a sign that is used to indicate to the public the legal or exact firm name and/or the character of the business or profession conducted on the premises.

(~~v~~x) Off-Site Sign or Non-Point-of-Sale Sign: any sign located on property other than the premises to which the sign relates that does not conform to the definition of "Directional Sign, Off-Site".

(~~w~~y) Pennants: shall include the terms "ribbons" and "streamers" and shall mean pieces of cloth, flexible plastic, or other flexible material, intended to attract attention because of their bright colors and/or flapping caused by action of the wind, commonly strung in series along a line. This definition shall include a single pennant, ribbon, or streamer, or a series of such pennants, ribbons, or streamers, but shall not include “flags” as defined herein.

(~~x~~z) Point of Sale Sign: any sign which carries the name of the firm, major enterprise or products offered for sale on the premises on which the sign is located, together with any other information relevant to such business, service, or products.

(~~y~~aa) Pole Sign: any freestanding sign that does not meet the definition of ground or portable sign. These signs are composed of the sign cabinet or base and the sign pole or pylon by which it connects to the ground.

(~~y~~bb) Political Sign or Political Campaign Sign: a sign relating to any persons, political party, or matter to be voted upon at public election.

(~~z~~cc) Portable Sign: a sign that is mounted on a trailer or trailer-like chassis which is capable of being moved on wheels, legs, or skids as an entire unit but is placed temporarily in one location as outlined in Section 604.14. Signs pulled behind a vehicle for the purpose of mobile advertising are not considered "portable signs" (see "trailer signs").

(~~aa~~dd) Professional Sign: a sign designating the office of a professional practice, indicating the names of the professionals and the profession.

(Revised 4-19-01)

(~~bb~~ee) Project Sign: any sign designed as a permanent structure containing only the name of a development and possibly the address and not used for promotional purposes.

(~~cc~~ff) Projecting Sign: any sign other than a wall sign affixed to any building or wall, any edge of which, extends more than 12 inches beyond such building or wall.

(~~dd~~gg) Real Estate Sign: any sign which is used to offer for sale, lease, or rent, the property upon which the sign is placed.

(~~ee~~hh) Roof Sign: any sign erected or constructed wholly upon and over the roof of any building and supported solely on the roof structure.

(~~ff~~ii) Shingle Sign: a projecting or wall sign not over one and one-half (1-1/2) square feet in area.

(~~gg~~jj) Snipe Sign: any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on public or private property.

(~~hh~~kk) Subdivision Sign: a sign designed as a permanent structure containing only the name of a subdivision or multi-family development and not used for promotional purposes.

(~~ii~~ll) Temporary Sign: any sign or advertising display intended for use for a period of time not to exceed twenty-four (24) days and designed and constructed in accordance with this intention.

(mm) Trailer/Mobile Sign: Any sign placed on a vehicle or on a trailer attached to a vehicle that projects more than one (1) inch and that is displayed on

public rights-of-way as a mobile sign, not intended to be permanent and not in compliance with the definition of “portable sign” or “temporary sign”.

(~~jj~~oo) Traveling Lights Sign: any sign which includes a series of lights, or lighting device, which appears to move or travel in automatic sequence on the display surface of the sign.

(pp) Vintage Sign: Any sign 30 years old or older that is designated as such by the Historic New Smyrna Beach Preservation Commission

(~~kk~~qq)Wall Sign: any sign containing one advertising surface other than a projecting sign that is attached to and erected parallel with the face of any building wall, any edge of which extends beyond such building wall.

(~~ll~~rr) Window Sign: any sign placed inside or upon a window facing the outside and which is intended to be seen from the exterior.

(~~mm~~ss) Informational Sign: any sign providing information to assist persons entering a premises. The following signs are included: no vacancy, credit card acceptance, cable TV, open and closed, wet paint, time and temperature, etc. Each premises hall be limited to three such signs and no informational sign shall exceed two square feet. Informational signs shall not be included in determining the number of signs allowed nor in the total amount of copy area of signs permitted on the premises.

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~~**604.14 Signs**~~

~~A. Purposes, Intent, and Scope~~

~~The purpose of these sign regulations is to protect, preserve, and improve the character and appearance of the City of New Smyrna Beach; to provide ample opportunity to advertise in commercial and industrial areas while preventing excessive advertising which would have a detrimental effect on the character and appearance of those areas; and to limit signs in non-commercial and non-industrial areas to essential signs, primarily for the purpose of identification and information, in order to protect the residential character and appearance of those areas. These regulations shall be the minimum requirements necessary to accomplish these purposes, and therefore, to protect the public health, safety, and general welfare.~~

~~It is intended that signs placed on land or on a building for the purpose of identification, or for advertising use conducted on that land, or in that building, shall be deemed to be accessory and incidental to the land, building, or use.~~

~~With respect to signs advertising business uses, it is specifically intended, among other things, to avoid excessive competition and clutter among sign display in the~~

~~demand for public attention. Therefore, the display of signs should be appropriate to the land, building or use to which they are appurtenant and be adequate, but not excessive, for the intended purpose of identification or advertisement.~~

~~Signs commonly referred to as billboards, outdoor advertising or poster panels, which advertise products or businesses not connected with the site on which they are located, are prohibited in accordance with the predominantly residential atmosphere of the community, such signs being most appropriate on open highways and roads where they do not detract from community character.~~

~~It is also intended that all temporary signs erected for directional purposes, public information, or to direct attention to special events, shall be confined to those that are of a general public interest, and that such signs shall be limited to the giving of information.~~

~~B. Prohibited Signs~~

~~The following signs are prohibited in the City of New Smyrna Beach:~~

~~Beacon Light Signs~~
~~Billboards~~
~~Flashing Signs except Time and Temperature Signs~~ **~~Ord. #42-05, Ord. #45-08~~**
~~Moving Signs~~ **~~Ord. #42-05, Ord. #45-08~~**
~~Off-Site Signs except those off-site signs which for limited specific purposes are expressly permitted by the terms of this LDR, including but not limited to, banner signs, bench signs, bus signs, political signs, real estate signs*, and excluding off-site directional signs.~~
~~Roof Signs~~
~~Snipe Signs~~
~~Traveling Light Signs~~

~~Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devices, or directional, informational or warning signs, erected or maintained by any public body, or any railroad, public utility, or similar body.~~

~~Private signs placed on public property, except as expressly permitted by the appropriate public body.~~

~~Signs containing any statements, words or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediate surrounding area.~~

~~Signs attached to passenger vehicles (automobile) except signs not exceeding three (3) square feet on the sides of such vehicles operated~~

~~during the normal course of business, and identifying only the business, its principal products or services, address, and/or a phone number.~~

~~Signs which in any way obstruct, cover, or block, any fire escape, window, or door, or which are attached to any fire escape or ventilation device.~~

~~Signs which include pennants, ribbons, streamers, spinners, or wind-operated devices, except as provided herein.~~

~~Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the City limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, or CM zoning districts, 2) signs complying with the exemption provision of this LDR; and 3) real estate signs complying with the provisions of this LDR.~~ **Ord. #29-10**

~~Signs containing a portion of a message where some other portion is contained on another sign, thereby creating a series of advertising messages along a street or highway.~~

~~Signs located in the visibility triangle of any corner lot, such triangle to be drawn using the street right-of-way lines and a line connecting them at points twenty-five (25) feet from the intersection formed by such right-of-way lines, or signs which otherwise obstruct the view in any direction at a street intersection. Notwithstanding the foregoing, a sign shall not be considered an obstruction and shall be permitted in the visibility triangle where the sign conforms with the following requirements:~~

- ~~(1) a ground sign shall not exceed three (3) feet in height above the elevation of the centerline of the adjoining street right-of-way;~~
- ~~(2) the sign shall consist of not more than two (2) poles and neither pole shall exceed eight (8) inches in diameter between three (3) feet and eight (8) feet above the elevation of the centerline of the adjoining right-of-way;~~
- ~~(3) the bottom of the face of the sign shall be located no less than eight (8) feet above the elevation of the centerline of the adjoining right-of-way; and~~
- ~~(4) the maximum allowable sign height, measured from the centerline of the adjoining street right-of-way, is 30 feet. (Ord. 14-91)~~

~~C. Exemptions~~

~~The following signs shall be exempt from the permitting requirements of this LDR:~~

~~Automobile Dealerships Informational/Directional Service sign provided the dealership contains over 40,000 square feet of lot area, the sign only reads~~

~~"service", has no advertising or logo, and has a copy area of 75 square feet or less.~~

~~Bus Signs.~~

~~Construction Signs for one or two unit residential construction projects provided that only one such sign not exceeding five and one-half (5-1/2) square feet for each such project may be erected.~~

~~Integral Signs, provided the individual letters or numerals of such sign do not exceed two (2) inches in height, and provided the sign itself does not exceed three 3) square feet of display area.~~

~~Legal Notices - Political Signs.~~

~~Neon light or other type of light sign hung inside the window of an establishment and intended to be seen from the outside provided: (1) no more than five (5) are exempt; (2) the sign advertises a product sold at the establishment; and (3) the energy sources is by plug into an existing wall outlet.~~
~~No trespassing, warning, or similar signs of not more than two (2) square feet where such signs are reasonably necessary to notify the public of the matters contained in the signs.~~

~~One sign not exceeding three (3) square feet in area per premises, bearing only property numbers, post office numbers, and names of occupants of such premises, for identification purposes only.~~

~~One sign not exceeding six square feet in area may be erected for each street and/or water frontage adjoining the parcel of property offered for sale, lease, or rent. A maximum of three "add-on" or "rider" signs shall be permitted for each exempt real estate sign, provided the total area of all "add-on" or "rider" signs does not exceed five square feet and provided that no "add-on" or "rider" sign exceeds the width of the exempt real estate sign. Real estate signs shall be located a minimum of ten feet from side property lines and a minimum of two feet from the public right-of-way lines. Real estate signs shall be located outside the required visibility areas at the intersections of rights-of-way. Real estate signs shall be located outside the required visibility areas on waterfront parcels with the exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt real estate sign or one non-exempt real estate sign may be placed at the approximate mid-point of the water frontage.~~ ~~**Ord. #29-10**~~

~~Signs attached to passenger vehicles (automobiles) not exceeding three (3) square feet on the sides of vehicles operated during the normal course of a business and identifying only the business, its principal products or services, a phone number, and an address.~~

~~Signs erected by, and on the premises of, any church, identifying the church, the pastor, minister, priest, etc., and giving a schedule of services, and any other information pertinent to the operation of the church not exceeding twenty (20) square feet in display area.~~

~~Signs erected by any public body.~~

~~Signs located on soda, candy, or food dispensing machines.~~

~~Signs required by any professional licensing body of the State of Florida provided that such signs do not exceed the state minimum requirements imposed by such body in any respect.~~

~~Window Signs per Section 604.14 G. (1)d.5.~~

~~D. Permits~~

~~No person shall erect, alter, repair, or relocate any non-exempt sign without first obtaining a permit for such work from the Building Official of the City of New Smyrna Beach. No permit shall be issued until the City Planner and Chief Building Official have determined that such work is in accordance with this LDR and all other LDRs and ordinances of the City of New Smyrna Beach and a certificate of zoning has been issued.~~

~~(1) Application for a sign permit shall be on forms provided for that purpose by the Chief Building Official which forms may be included in the form for application for a building permit or any other form in the discretion of the Chief Building Official, and shall contain the following information:~~

~~a. the name, address, and telephone number of the applicant, the owner of the sign and the owner of the property on which the sign is to be located;~~

~~b. the address, if any, and legal description of the premises on which the sign is to be located;~~

~~c. a drawing to scale, in duplicate, showing the size, height, structural details, and dimensions of the sign and sign structure;~~

~~d. a drawing to scale, in duplicate, showing the position of the sign, and any other existing advertising structures, in relation to the buildings or structures on the premises and to the boundaries of the property;~~

~~e. the signatures of the applicant and the owner of the property; or in the event the owner is not available, written evidence of the owner's permission for the erection of the sign;~~

f. any electrical and/or plumbing permit required for the sign; and

g. for projecting signs, ground or pole signs, exceeding 32 square feet of surface area or 10 feet above grade level or any other sign which the Chief Building Official determines may reasonably be subject to dead load, wind, or other physical stress, engineering drawings showing display area, support structure above and below ground, wind pressure specifications and method of installation, signed and sealed by a registered engineer or architect licensed by the State of Florida in that profession.

(2) The Chief Building Official shall establish a procedure and form for applications for sign permits and for the permits themselves, which are reasonably calculated to avoid unnecessary duplication of administrative procedures. For example, where a sign permit is sought in conjunction with a new building or addition, the Chief Building Official may include necessary information for the sign permit in the application for a building permit, and may include the sign permit as part of the building permit.

E. Schedule of Fees

The schedule of fees for sign permits shall be established, and periodically adjusted by City Commission Resolution.

F. General Provisions

The following provisions shall apply to every sign erected in the City of New Smyrna Beach, including exempt signs:

(1) The name and address of the company or person installing any sign and the name and address of the company or persons maintaining any sign, the date of erection and the voltage of any electrical apparatus shall be painted or printed conspicuously on every sign erected.

(2) Any light from any illuminated sign shall be shaded, shielded or directed so that the light intensity or brightness shall not affect adversely the vision for operation of vehicles in any public or private road, highway, driveway, or parking area. Such light shall not shine directly on or into any residential structure or directly onto approaching traffic.

(3) All signs shall be designed and constructed to withstand a wind pressure as required by the Standard Building Code.

(4) Vegetation shall be kept cut in front of, behind, and beneath, the base of any ground sign for a distance of fifteen (15) feet from any portion of such sign touching the ground, and the area around such sign shall be kept free of any rubbish or other material that might constitute a fire or health hazard.

~~(5) All signs shall be erected, altered, operated, maintained in good repair and working order, and kept free of any foreign matter, and in addition, shall be designed and installed in compliance with the requirements of the building and electrical codes of the City of New Smyrna Beach.~~

~~(6) Copy area of a sign shall be based upon the surface area encompassed within any regular geometric figure which forms the information component of a sign when such sign is viewed from one direction on the adjacent right-of-way. The frame which decorates or structurally supports the copy area shall be included when calculating area. The pole associated with a pole sign shall not be included when calculating copy area. The entire area of a ground sign shall be used in calculating the area of a ground sign.~~ **~~Ord. #29-10~~**

~~(7) A projecting or ground sign with sign surface on both sides of such sign shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign. The faces of ground signs may be separated, and will be construed as a single sign, provided that the angle of separation does not exceed forty-five degrees.~~ **~~Ord. #29-10~~**

~~G. Sign Standards~~

~~The following sign standards shall apply in the respective zoning districts as indicated below unless more stringent regulations are included within the Land Development Regulations. No sign shall be permitted except as provided herein:~~

~~(1) Signs on property zoned commercial or industrial except property zoned B-5, COZ and PUD.~~

~~Signs erected upon property zoned for commercial or industrial use and designated as MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, and I-4, zoning districts shall conform to the following:~~

~~a. Maximum Allowable Ground, Pole, or Projecting Sign Copy Area: Unless otherwise specified, a total copy area of four (4) square feet for each lineal foot of building structure frontage shall be allowed. If the building has frontage on more than one street or highway, an additional two (2) square feet of copy area shall be allowed for each additional lineal foot of frontage. The total area of all signs erected shall be within the allowable square footage. Where there is multiple frontage, the amount of copy area attributable to each frontage may be applied only to signs erected in the yard area adjacent to such frontage. In computing the allowable copy area, only the faces of signs visible from any one direction on the adjoining street or highway shall be used. In no event, shall more than a total of one hundred (100) square feet of copy area be~~

~~allowed for each building frontage. The copy area of any directional signs shall not be included for purposes of computing maximum allowable advertising copy area for point of sale signs.~~

~~b. Maximum Allowable Wall Sign Copy Area: The total copy area of any and all wall signs shall not exceed 100 square feet per premises.~~

~~c. Maximum Number of Signs Per Premises: No more than a total of three (3) signs, excluding On-Site Directional Signs, shall be erected or maintained per premises. The signs may be apportioned between any allowable type of sign in the commercial or industrial district so long as the total copy area (excluding on-site directional signs) does not exceed the maximum permissible area provided herein.~~

~~d. Sign Type, Height, and Location: Only the following sign types, heights, and location shall be permitted in the commercial and industrial districts indicated in (1) above.~~

~~1. Ground or Pole Signs. A ground or pole sign shall be permitted only when the premises upon which it is to be placed has a minimum of fifty (50) lineal feet of frontage. No ground or pole sign shall be erected within fifty (50) feet of any other ground or pole sign on the same premises. No such sign shall extend more than thirty (30) feet above ground level.~~

~~2. Marquee signs. A permitted sign may be placed on the vertical faces of a marquee provided that such sign does not project more than 1 foot below the bottom or above the top of the vertical face of the marquee and there is a clearance of at least 8 feet from the walkway grade. A permitted sign may be attached to the bottom of a marquee at a business entrance, provided the sign does not extend beyond the perimeter of the marquee, does not exceed three (3) square feet total copy area and does not extend below an eight (8) foot clearance measured from the sidewalk grade to the bottom edge of the sign. If the Marquee Sign extends over public property, it shall have a minimum clearance of nine (9) feet from the walkway grade to the bottom edge of the sign and shall require approval from the jurisdictional authority that has the maintenance responsibility for the affected public property.~~

~~3. Projecting signs. Projecting signs shall be permitted provided that no part of any such sign projects more than thirty-six (36) inches from the wall of a building. No such~~

~~sign shall physically cover, block, or obstruct any window or part of a window, nor obstruct window light and vision. No projecting sign shall extend above the top of a parapet wall. A projecting sign may project over a public right-of-way only where the required building setback has been met, or there is no such setback required, and then only to a distance of two-thirds of the width of the sidewalk over which the sign hangs or 6 feet if no sidewalk exists. But in no event, shall a sign projecting over a public right-of-way project to within less than two (2) feet of the curb line, nor have a clearance above the sidewalk grade of less than nine (9) feet, or less than fourteen (14) feet above the grade of the road, driveway, or alley.~~

~~4. Wall signs. Wall signs shall be permitted provided that no such sign projects more than one (1) foot from any wall of a building, and provided that no such sign projects above the roof line or parapet, whichever is higher. Wall signs shall not cover, block, or obstruct, any part of a window, including any part of a window within the sign perimeter, or obstruct window light or vision.~~

~~5. Window signs. Window signs shall be permitted. There shall be no limit to the number of such signs provided that the total area of all signs does not exceed thirty-five (35) percent of the total glass area of the window containing the display. Window signs shall conform to Section 801.12 B. of this LDR.~~

~~6. Portable or moveable signs. One (1) portable sign shall be permitted one time for a new business, a business in a new location, or for a shopping center, whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than thirty (30) days or until installation of the allowable freestanding sign, whichever shall occur first.~~

~~Portable temporary signs shall conform to all City codes and criteria, including but not limited to, those cited or set forth below:~~

~~(a) Securely anchored in accordance with the Standard Building Code.~~

~~(b) Electrical system shall be in compliance with the National Electrical Code.~~

~~(c) Maximum size of sign face area (one-side) shall be thirty-two (32) square feet.~~

~~(d) No more than one (1) such sign shall be permitted for each lot or parcel.~~

~~(e) Copy on signs shall be maintained in an intelligible condition.~~

~~(f) No flashing lights of any kind permitted. External illumination confined to sign face area.~~

~~(g) Portable signs shall be used on-site only.~~

~~(h) A new permit must be obtained for each period of use of a portable temporary sign. Application for a permit for a portable temporary sign shall include:~~

~~i. A diagram indicating the manner in which the sign will be anchored to meet the specifications outlined above;~~

~~ii. A plot plan showing that the proposed location is:~~

~~- in accordance with intersection visibility standards outlined in the City of New Smyrna Beach Land Development Regulations;~~

~~- illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and~~

~~- not in a required parking space.~~

~~7. Banner signs. Each premises shall be permitted one banner sign for a period of time not to exceed one month for a grand opening of a business. Also, banner signs shall be permitted on the premises of a public or semi-public body to advertise a special event or function intended for the general public. The location of the sign shall not interfere in any way with the traffic or public safety of the citizens of the City, and the sign shall not violate any other applicable provisions of this LDR. Banner signs shall be temporary signs, and as such, shall not be considered in the computation for the number of signs allowed or the maximum allowable display area for a premises. (Ord. 4-97)~~

~~8. Bench signs. Bench signs shall be permitted only in accordance with the written authorization of the City Commission. If authorized, bench signs shall be erected only in accordance with all applicable provisions of this LDR. Integral signs erected on benches shall be exempt from the permitting requirements of this LDR in accordance with Section 604.14C.~~

~~9. Construction signs. One construction sign shall be allowed for each commercial or industrial project where a building permit has been obtained for the project. Such signs shall be removed within fifteen (15) days after substantial construction operations have ceased, and in no event, later than the date of issuance of a certificate of occupancy. No such sign shall exceed thirty two (32) square feet in area.~~

~~10. Development signs. One development sign for each development that fronts on a public right-of-way shall be permitted provided such development has been approved and is undergoing active construction and/or sale. Such signs shall not exceed thirty-two (32) square feet of display area, shall not extend higher than ten (10) feet above ground level, and shall be removed when all units are sold.~~

~~11. Subdivision signs. One sign per vehicular entrance to a commercial or industrial subdivision shall be permitted provided that no such sign shall exceed forty (40) square feet of copy area nor extend higher than four (4) feet above ground level.~~

~~12. Directory Signs and Nameplates; Professional Office. Professional offices and businesses existing in accordance with local ordinances in any zone may erect directory signs or nameplates containing only the name, address, and nature of business of the occupant(s). For each office building or group of attached offices or businesses, an identification sign (name- plate) not exceeding four (4) square feet shall be permitted for each office, and for office buildings or groupings of offices of two or more offices an additional directory sign for the entire office building or grouping not exceeding thirty (30) square feet of copy area will be permitted.~~

~~13. Identification signs. One sign per premises containing the name, address, and services of a public or semi-public body, or the office of such body, shall be permitted. Such signs~~

~~shall not exceed twenty (20) square feet of display area, and may not extend higher than six (6) feet above the ground.~~

~~14. Directional Signs, Off-Site. For each premises, no more than one off-site directional sign shall be allowed. The off-site directional sign shall be counted as one of the signs allowed on the premises which said off-site directional sign is located. Also, copy area of said off-site directional sign shall be included in the calculation for allowable copy area for the premise which the sign is located.~~

~~15. Directional Signs, On-Site. There shall be no limit to the number of on-site directional signs. However, no on-site directional sign shall exceed 3 square feet of copy area, include any advertising except what is required to adequately guide a person into the correct location and exceed the height of 48 inches above the center-line grade of the adjacent street right-of-way.~~

~~16. Awning Sign. One awning sign shall be allowed for each business. Said sign shall contain the name of the business or type of business and may contain the business logo or address. Awning signs shall be no more than one square foot per lineal foot of business unit frontage and shall not be greater than 50 square feet. Awning signs shall not extend above or below the face of the awning.~~

~~(2) Signs Located in the B-5 Planned Shopping Center District and Building(s) Containing Two (2) or More Units. (Ord. 14-91)~~

~~Signs erected shall conform to the following regulations:~~

~~a. Shopping Centers shall be allowed one free-standing ground or pole sign containing one hundred (100) square feet or less copy area. (Ord. 14-91)~~

~~b. Individual businesses, excluding anchor store and businesses located on an outparcel which are otherwise provided for in the LDR, shall be allowed additional signs as follows: (Ord. 67-94)~~

~~1.a.One (1) wall sign not to exceed four (4) square feet of sign area per one (1) lineal foot of store frontage. No wall sign shall exceed 100 square feet. (Ord. 14-91) (Ord. 67-94)~~

~~b. An individual business in the B-5 zoning district with two (2) or more storefronts shall be allowed up to two (2) wall signs. The area of the allowable wall signage is four (4)~~

~~square feet of sign area per one (1) lineal foot of store frontage up to a maximum sign area of 100 square feet for one (1) sign and 150 square feet for two (2) signs. (Ord. 67-94)~~

~~2. One (1) sign hanging below the marquee not to exceed three (3) square feet of copy area having a clearance of eight (8) feet.~~

~~3. Any number of window signs provided no more than thirty-five (35) percent of the total window area contains window signs.~~

~~c. Individual businesses located on an outparcel shall be allowed any combination of signs as indicated in 604.14G.(1) above. (Ord. 14-91)~~

~~d. Freestanding pole or ground signs shall have a maximum height of thirty (30) feet. (Ord. 14-91)~~

~~e. Individual anchor stores shall be allowed additional signs as follows:~~

~~1. One wall sign not to exceed four (4) square feet of copy area per one (1) lineal foot of store unit frontage but shall not exceed 300 square feet of copy area; (Ord. 14-91)~~

~~2. Two (2) wall signs not to exceed two (2) square foot of copy area per one (1) lineal foot of store unit frontage but shall not exceed 150 square feet of copy area each; (Ord. 14-91)~~

~~3. Two (2) wall signs or signs hanging below the marquee not to exceed three (3) square feet of copy area and having a clearance of eight (8) feet if hanging below the marquee. These signs shall be classified as directional signs, shall contain the establishment name and logo and shall not be calculated as any of the allowable number of signs.~~

~~4. Any number of window signs provided no more than thirty-five (35) percent of the total window area contains signs. These signs shall not be calculated as any of the allowable number of signs.~~

~~(3) Signs Located in Office or Industrial Parks~~

~~Signs erected within office or industrial parks shall conform to the following regulations unless more stringent regulations are included in any other portion of the LDR. The more stringent regulations shall apply.~~

~~a. Office or industrial parks having less than fifty (50) total acres shall be allowed one (1) freestanding ground or pole sign having forty (40) square feet of copy area identifying the park name and business names and addresses within the park.~~

~~b. Office or industrial parks having fifty to one-hundred total acres shall be allowed one (1) freestanding ground or pole sign having sixty (60) square feet of copy area identifying the park name and business names and addresses within the park.~~

~~c. Office or industrial parks having more than one-hundred total acres shall be allowed one (1) free-standing ground or pole sign having eighty (80) square feet of copy area identifying the park name and business names and addresses within the park.~~

~~d. Freestanding ground or pole signs within an office or industrial park which identify the park and businesses within the park shall not exceed six (6) feet in height and shall be located a minimum of five (5) feet from any right-of-way line.~~

~~e. Individual businesses within an office or industrial park shall comply with the sign regulations as indicated in 604.14 G.(1) above.~~

~~(4) Signs Located on Residentially Zoned Property~~

~~a. All subdivided residential developments are allowed to have one subdivision sign per main vehicular access to the subdivision. The subdivision sign shall not exceed four (4) feet in height above the nearest adjacent road grade or sixty (60) square feet in area.~~

~~b. All multi-family residential developments are allowed one ground sign for each street frontage. Said sign shall not exceed a height of four (4) feet above the nearest adjacent road grade or an area of twenty (20) square feet.~~

~~c. All residential developments are allowed one off-site directional sign.~~

~~d. All residential developments are allowed one construction sign which must be removed upon completion of the project.~~

~~e. All residential developments are allowed one development sign not to exceed 32 square feet in area.~~

~~f. Any church or church-related property is allowed to have one freestanding sign not to exceed 32 square feet in copy area and not~~

~~to exceed 6 feet in height. As an alternative, one wall sign not to exceed 32 square feet in copy area may be allowed.~~

~~(5) Signs located within property designated as Corridor Overlay Zone (COZ)~~

~~The sign regulations established in Section 604.14, et seq, shall also apply in any corridor zone, provided however, that sign regulations presented herein shall supersede where they are more stringent.~~

~~a. Standard Requirement~~

~~1. If a site is below grade, sign height is measured from the adjacent road elevation taken at the edge of the pavement nearest the affected property line.~~

~~2. Freestanding signs are permitted only adjacent to the arterial right-of-way frontage line.~~

~~b. Business Uses~~

~~1. Freestanding Sign. One (1) freestanding sign per parcel with arterial right of-way frontage shall be permitted with forty-eight (48) square feet of copy area if under eight (8) feet in height or thirty-two (32) square feet of copy area between eight (8) and fifteen (15) feet high.~~

~~2. Wall Signs. Two (2) square feet of sign area for each building front foot, up to two-hundred (200) square feet.~~

~~3. Height and Setback Requirements for Free-Standing Signs. Minimum sign setback from the arterial right-of-way frontage line and side lot lines shall be five (5) feet.~~

~~c. Shopping Center~~

~~1. Freestanding Signs~~

~~(a) Centers under seventy-five thousand (75,000) square feet. One (1) freestanding sign of sixty-two (62) square feet, or less, containing two (2) sign panels. One sign panel for a major tenant of thirty-two (32) square feet and one sign panel of thirty (30) additional square feet of sign area for individual tenant listings with letter and character sizes not less than six inches (6") in height. [Ord. No. 03-01]~~

~~(b) Centers of seventy-five thousand (75,000) square feet to two-hundred and fifty thousand (250,000) square feet. One (1) freestanding sign of forty eight (48) square feet or less that contains three (3) additional sign panels for three (3) major tenant signs, with fifteen (15) square feet or less for each panel.~~

~~(c) Centers of over two hundred and fifty thousand square feet. One (1) freestanding sign for sixty-four (64) square feet or less that contains four (4) additional sign panels for four (4) major tenant signs, with fifteen (15) square feet or less for each panel. [Revised 2/27/01]~~

~~2. Wall Signs. Wall signage for individual businesses in the shopping center shall be permitted to contain up to two (2) square feet for each building front foot. Front feet shall be measured along the entrance side of individual stores. In the case of corner stores, additional signage may be allowed only when the same or similar facade treatment is used on both front and side. Sign area is not transferable between facades.~~

~~3. Height, Setback, and Spacing Requirements for Freestanding Signs.~~

~~(a) Freestanding signs shall be placed only adjacent to the arterial right-of-way frontage line.~~

~~(b) Minimum sign setback from the arterial right-of-way frontage line shall be five (5) feet.~~

~~(c) Maximum height shall be fifteen (15) feet.~~

~~(d) Freestanding signs shall be setback a minimum of fifty (50) feet from side lot lines.~~

~~(e) Freestanding sign structures on the same ownership parcel shall be a minimum of seven-hundred (700) feet apart.~~

~~d. Office Buildings~~

~~1. Sign Area and Use~~

~~(a) One freestanding sign per parcel located adjacent to the arterial right-of-way frontage line shall be permitted with thirty (30) square feet of copy area;~~

~~(b) One wall directory sign located at the building entrance of up to eight (8) square feet; and~~

~~(c) Wall signs to identify individual offices not to exceed two (2) square feet each.~~

~~2. Height and Setback Requirements for Free-standing Signs.~~

~~(a) Maximum height shall be eight (8) feet.~~

~~(b) Freestanding signs shall be setback a maximum of twenty-five (25) feet from side lot lines.~~

~~(c) Minimum sign setback from the arterial right-of-way frontage line shall be five (5) feet.~~

~~e. Residential Uses~~

~~1. Freestanding Sign. One (1) freestanding sign adjacent to the arterial right-of-way frontage line shall be permitted as follows:~~

~~(a) Sixteen (16) square feet of copy area for multi-family uses where the project contains twelve (12) units or less; nursery schools; and day care centers.~~

~~(b) Thirty-two (32) square feet of copy area for multi-family uses where the project contains thirteen (13) or more units; adult congregate living facilities; nursing homes; public and private schools; churches; and semi-public and public clubs including halls and lodges.~~

~~(c) Wall Signs. One (1) wall sign is permitted in lieu of a freestanding sign of maximum size above. No projecting or roof signs are allowed.~~

~~2. Height and Setback Requirements for Free-standing Signs.~~

~~(a) Maximum height shall be (8) feet.~~

~~(b) Minimum sign setback from the arterial right-of way frontage line and side lot lines shall be ten (10) feet.~~

~~3. Subdivision Signs. Signage shall be provided as set forth in Section 604.14.~~

~~f. Portable Temporary Sign.~~

~~1. One (1) portable sign shall be permitted for a new business, a business in a new location, or for a shopping center, whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than thirty (30) days or until installation of the allowable freestanding sign, whichever shall occur first.~~

~~2. Portable temporary signs shall conform to all City codes and criteria, including but not limited to, those cited or set forth below:~~

~~(a) Securely anchored in accordance with the Standard Building Code.~~

~~(b) Electrical system shall be in compliance with the National Electrical Code.~~

~~(c) Maximum size of sign face (one-side) shall be thirty-two (32) square feet.~~

~~(d) No more than one (1) such sign shall be permitted for each lot or parcel.~~

~~(e) Copy on signs shall be maintained in an intelligible condition.~~

~~(f) No flashing lights of any kind permitted. External illumination confined to sign face area.~~

~~(g) Portable signs shall be used on-site only.~~

~~3. A new permit must be obtained for each period of use of a portable temporary sign. Application for a permit for a portable temporary sign shall include:~~

~~(a) a diagram indicating the manner in which the sign will be anchored to meet the specifications outlined above.~~

~~(b) a plot plan showing that the proposed location is:~~

~~- In accordance with intersection visibility standards outlined in the City of New Smyrna Beach's LDR;~~

~~- Illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and~~

~~- Not in a required parking space.~~

~~g. Political Campaign Signs~~

~~1. Temporary political campaign signs or posters shall be permitted subject to the following restrictions, limitations, and requirements, and any other applicable requirements set forth in this sign regulation.~~

~~2. Setback shall be five (5) feet from public rights-of-way lines.~~

~~3. Setback shall be twenty-five feet from side property lines.~~

~~4. The maximum height shall be ten (10) feet.~~

~~5. The maximum sign size shall be sixteen (16) square feet per sign and thirty-two (32) square feet per premises.~~

~~6. Political campaign signs shall be erected not more than sixty (60) days prior to an election and shall be removed within ten (10) days after the election or after the campaign issue has been decided.~~

~~7. The erection and removal of all political signs shall be the joint responsibility of the owner of property upon which the sign is placed, the owner of such sign, and the candidate for whom such sign was placed. Each such person shall be jointly and severably liable for a violation of the terms and conditions of this sign regulation.~~

~~8. It shall be unlawful for any candidate for an elected office to post any signs, billboards or posters, within the corridor unless such candidate or his campaign manager shall first obtain a permit from the City Clerk and post a good and sufficient surety bond or cash bond in an amount of not less than two-hundred and fifty ($250.00) dollars conditioned upon the removal of such signs, billboards and posters, within ten (10) days after the election in which the candidate is eliminated or elected or the campaign issue is decided.~~

~~Should the candidate fail or refuse to remove said signs, billboards or posters, within fifteen (15) days after such election, the City shall have the authority to remove such signs, billboards or posters, and dispose thereof and charge the cost of such removal and disposition against the bond posted by the candidate. In the event a cash bond is posted, any sums remaining in the hands of the City after the cost of~~

~~such removal has been deducted, shall be remitted to the candidate.~~

~~(6) Signs located within property designed as Planned Unit Development (PUD)~~

~~The sign regulations shall apply as in Section 604.14 of this LDR except that the following shall supercede:~~

~~a. Business Uses~~

~~1. Freestanding Signs~~

~~One freestanding pole or ground sign shall be allowed per parcel with no more than forty-eight (48) square feet of copy area if under eight (8) feet in height or thirty-two (32) square feet of copy area between eight (8) and fifteen (15) feet high. No sign shall be allowed with a height greater than 15 feet.~~

~~Minimum freestanding sign setback from front lot lines shall be five (5) feet and side lot lines shall be twenty five (25) feet.~~

~~2. Wall Signs~~

~~No more than two (2) wall signs are permitted per parcel with a maximum of two (2) square feet of sign area for each foot of building front. Total wall sign area shall not be greater than 200 square feet.~~

~~b. Shopping Centers~~

~~1. Freestanding Signs~~

~~(a) Centers under 75,000 square feet of gross leasable area. One (1) freestanding sign of thirty-two (32) square feet or less that contains two (2) additional sign panels for two (2) major tenant signs, with fifteen (15) square feet or less for each panel.~~

~~(b) Centers of 75,000 square feet to 250,000 square feet of gross leasable area. One (1) freestanding sign of forty-eight (48) square feet or less that contains three (3) additional sign panels for three (3) major tenant signs, with fifteen (15) square feet or less for each panel.~~

~~(c) Centers of over 250,000 square feet gross leasable area. One (1) freestanding sign of sixty-four (64) square feet or less that contains four (4) additional sign panels for four (4) major tenant signs, with fifteen (15) square feet or less for each panel.~~

~~2. Wall Signs~~

~~Wall signage for individual businesses in the shopping center shall be permitted to contain up to two (2) square feet for each building front foot. Front feet shall be measured along the entrance side of individual stores. In the case of corner stores, additional signage may be allowed only when the same or similar facade treatment is used on both front and side. Sign area is not transferable between facades.~~

~~3. Marquee Sign~~

~~Each individual unit within the shopping center is allowed one sign which hangs below the marquee pro-vided the sign does not exceed three (3) square feet and does not extend below an eight (8) foot clearance measured from the sidewalk grade to the bottom edge of the sign.~~

~~c. Office Buildings~~

~~1. Sign Area and Use~~

~~(a) One (1) freestanding sign shall be allowed per parcel with a copy area no greater than thirty (30) square feet looking from one direction;~~

~~(b) One (1) wall directory sign located at the building entrance of up to eight (8) square feet; and~~

~~(c) Wall signs to identify individual offices not to exceed two (2) square feet each.~~

~~2. Height and Setback Requirements for Free-standing Signs:~~

~~(a) Maximum height shall be eight (8) feet.~~

~~(b) Freestanding signs shall be set back a minimum distance of twenty-five (25) feet from side lot lines and five (5) feet from front lot lines.~~

~~d. Residential Uses~~

~~1. Freestanding Sign~~

~~One (1) freestanding ground sign identifying the development may be allowed for each residential development according to the following size regulations:~~

~~(a) Sixteen (16) square feet of copy area for residential developments having twelve (12) dwelling units or less.~~

~~(b) Thirty-two (32) square feet of copy area for residential developments having 13 or more dwelling units.~~

~~2. Freestanding Sign Height and Setback Requirements.~~

~~(a) Freestanding signs shall be setback a minimum of five (5) feet from the front property line and ten (10) feet from the side property line.~~

~~(b) Freestanding signs shall have a maximum height of four (4) feet or less measured from the normal grade level to the highest portion of the sign.~~

~~3. Exception to Freestanding Signs~~

~~One (1) wall sign is permitted in lieu of a freestanding sign and shall conform to the same size requirements as a freestanding sign as indicated above except the maximum height above normal grade is 12 feet.~~

~~e. Portable Temporary Signs~~

~~One (1) portable sign shall be permitted for a new business, a business in a new location, or for a shopping center, whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than thirty (30) days or until installation of the allowable freestanding sign, whichever shall occur first.~~

~~Portable temporary signs shall conform to all City codes and criteria, including but not limited to, those cited or set forth below:~~

~~1. Securely anchored in accordance with the Standard Building Code.~~

~~2. Electrical system shall be in compliance with the National Electrical Code.~~

~~3. Maximum size of sign face area (one-side) shall be thirty-two (32) square feet.~~

~~4. No more than one (1) such sign shall be permitted for each lot or parcel.~~

~~5. Copy on signs shall be maintained in an intelligible condition.~~

~~6. No flashing lights of any kind permitted. External illumination confined to sign face area.~~

~~7. Portable signs shall be used on-site only.~~

~~8. A new permit must be obtained for each period of use of a portable temporary sign. Application for a permit for a portable temporary sign shall include:~~

~~(a) a diagram indicating the manner in which the sign will be anchored to meet the specifications out-lined above;~~

~~(b) a plot plan showing that the proposed location is:~~

~~- in accordance with intersection visibility standards outlined in the City of New Smyrna Beach Land Development Regulations;~~

~~- illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and~~

~~- not in a required parking space.~~

~~f. Signs in the Visibility Triangle~~

~~1. Ground Signs~~

~~Ground signs shall have a maximum height of 3.5 feet to allow for proper visibility.~~

~~2. Pole Signs~~

~~Pole signs shall have a minimum clearance of 8 feet measured from the bottom of the sign to the crown of the nearest, highest, adjacent roadway. In addition, the pole~~

~~shall have a maximum width of 8 inches and the base shall have a maximum height of 3.5 feet.~~

~~(7) Signs Located at Bed and Breakfast Homes~~

~~Point of sale sign, either mounted on the building or on the ground or a pole, not exceeding ten (10) square feet in total sign area, and subject to the conditions that if mounted on the building, the sign may not be located above the roof line; if mounted on the ground or a pole, the sign may not exceed six (6) feet in height at any point, must be constructed of natural materials consistent with the architectural style and historic ambiance of the building; may utilize indirect lighting to illuminate the sign face only; may be double facing if on a ground or a pole sign; one (1) sign per premises only, except double frontage lots may utilize a directional sign on the site.~~

~~(8) Electronic Message Centers~~

~~Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S.1, except for properties with direct frontage on the ease side of U.S.1, regardless of zoning. Additionally, electronic message centers shall conform with the following requirements:~~

~~a. Minimum separation between electronic message center signs is 600', unless approved by the Development Services Director based on visibility needs.~~

~~b. Electronic message center signs must not face property zoned for single-family residential uses.~~

~~c. Electronic message center signs shall be prohibited within historic districts or facing a historic district if the electronic message center sign will be within 200 feet of the historic district.~~

~~d. The maximum light emanation from an electronic message center sign shall be no greater than .3 foot-candles, measured 200 feet from the sign.~~

~~e. Every electronic message center shall be equipped with an automatic dimmer device.~~

~~f. All electronic message centers shall comply with the appropriate City sign and other regulations.~~

~~g. Any malfunctioning electronic message centers must be turned off or display a blank screen until repaired.~~

~~h. All electrical equipment shall be UL listed.~~

~~i. All power to an electronic message center shall be supplied via underground carrier, inside approved conduit, and shall be installed according to the City electrical requirements.~~

~~j. All electronic message centers shall be kept in good operating condition and maintained with good external appearance.~~ **Ord. #~~45-08~~**

~~(9) Real estate signs.~~

~~a. Exempt real estate signs: The following real estate signs conforming to the following criteria shall not require a permit:~~

~~1. Maximum size and number of signs: One sign not exceeding six square feet in area may be erected for each street and/or water frontage adjoining the parcel of property offered for sale, lease, or rent.~~

~~2. A maximum of three "add-on" or "rider" signs shall be permitted for each exempt real estate sign, provided the total area for all "add-on" or "rider" signs does not exceed five square feet and provided that no "add-on" or "rider" sign exceeds the width of the exempt real estate sign.~~

~~3. Minimum setbacks: Ten feet from side property lines and two feet from public right-of-way lines.~~

~~b. Non-exempt real estate signs on property zoned C, RC, FR, R, A-1, A-2, MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, I-4, PUD and COZ, shall require a permit and shall conform to the following:~~

~~1. Maximum size: 32 square feet.~~

~~2. Maximum number of signs: One per each street and/or water frontage for each premises.~~

~~3. Minimum setbacks: Five feet from any adjacent right-of-way, except where the applicant demonstrates that existing vegetation or other obstructions would preclude compliance with the five-foot setback.~~

~~c. Non-exempt real estate signs on property zoned RE, R-1, R-2, R-3, R-4, R-5, R-6, MH-1, and MH-2, shall require a permit and shall conform to the following:~~

1. Maximum size: 16 square feet.

2. Maximum number of signs: One per each street and/or water frontage for each premises.

3. Minimum setbacks: Five feet from all property lines.

d. Visibility requirements. All real estate signs shall be located outside the required visibility areas at the intersections of rights-of-way. All real estate signs shall be located outside the required visibility areas on waterfront parcels with the exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt real estate sign or one non-exempt real estate sign may be placed at the approximate mid-point of the water frontage. **Ord. #29-10**

H. Non-Conforming Signs

(1) Amortization of Non-Conforming Signs

Any existing sign which is in violation of this LDR, after the effective date of this LDR shall be deemed a non-conforming sign. Such signs may be continued subject to the following requirements:

a. No non-conforming sign shall be altered, moved, or changed in any way except in full compliance with the terms of this LDR. This provision shall not apply to the changing of temporary copy on changeable copy signs or the painting or altering of copy area to restore the original sign appearance. Although repair of sign requires a permit in accordance with the LDR, this non-conforming sign provision shall not apply to repairs necessary to maintain the structural integrity or safety of a sign so long as the cost of such repairs does not exceed twenty-five (25) percent of the cost of materials which would be necessary to construct, an in all other respects, identical conforming sign on the same site, such costs to be determined by the Chief Building Official. **Ord. #42-05, Ord. #45-08**

b. Non-conforming signs shall be removed or made to conform with this LDR within the time periods set out below or upon deterioration to the point specified below:

1. The following types of signs shall be removed or made to conform within sixty (60) days after the effective date of this LDR:

Beacon Light Signs
Flashing Signs
Moving Signs

~~Snipe Signs~~

~~Traveling Light Signs~~

~~Signs, which in any way simulate or appear to simulate, emergency vehicles, traffic control signs, or devices or directional, informational or warning signs erected or maintained by any public body or any railroad, public utility, or similar body.~~

~~Private Signs placed on public property, except as expressly permitted by the appropriate public body.~~

~~Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediately surrounding area.~~

~~Signs attached to passenger vehicles (automobile) except signs not exceeding three (3) square feet on the sides of such vehicles operated during the normal course of business, and identifying only the business, its principal products of services, address, and/or phone number.~~

~~Signs which, in any way, obstruct or block any fire escape, window or door, or which are attached to any fire escape or ventilation device.~~

~~Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the city limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, or CM zoning districts; 2) signs complying with the exemption provision of this LDR; and 3) real estate signs complying with the provisions of this LDR.~~

~~**Ord. #29-10**~~

~~2. The following types of signs prohibited by this LDR shall be removed within one (1) year after the effective date of this LDR:~~

~~Billboards~~

~~**Ord. #42-05, Ord. #45-08**~~

~~Off-site signs, unless said sign is an off-site directional sign as defined herein.~~

~~3. Notwithstanding the time periods for amortization of non-conforming signs set out in paragraphs (a) and (b) above, no non-conforming sign of any kind or type shall be allowed to~~

~~remain where the sign has deteriorated to a point that the cost of repairing the sign to a safe, structurally sound condition, exceeds twenty-five (25) percent of the cost of materials which would be necessary to construct, an in all other respects, identical conforming sign on the same site, such costs to be determined by the Chief Building Official.~~

~~4. Notwithstanding any other provision in this LDR, if a sign is more than fifty (50) percent destroyed through an accident, act of God, or intentional act not caused by the person responsible for said sign, then the sign may be reconstructed and rebuilt and utilized for the balance of the amortization period then left.~~

~~(2) Removal of Signs.~~

~~The Chief Building Official shall have the responsibility to enforce the provisions of this LDR.~~

~~a. If any property owner fails to comply with this LDR by failing to remove an unlawful sign, a sign for which the amortization period applicable to the sign has lapsed or a sign which has deteriorated beyond the point set forth in 1.(4) above, the Enforcement Official shall send a notice of violation by certified mail, return receipt requested, to the owner of the property at the address shown on the latest consolidated county tax rolls. If the notice is returned unclaimed or otherwise undelivered, a true copy of such notice shall be posted on the property involved for ten (10) consecutive days. The notice shall contain the name and address of the owner as shown on the tax rolls, the legal description of the property, the time in which the owner shall abate the nuisance, not less than thirty (30) days, and have attached a photocopy of the relevant provisions of this LDR.~~

~~b. Any owner aggrieved by any action taken by the City under this LDR may appeal such action to the City Commission.~~

~~c. If no action has been taken regarding a notice of violation by the owner of the property involved within sixty (60) days after service of the notice, or the last day of posting on the property, and no appeal has been taken, the Enforcement Official shall request approval of the LDR Enforcement Board to remove the sign and after obtaining such approval shall cause the sign to be removed. The reasonable cost of such removal is hereby assessed against the property involved and declared to be a lien on such land in accordance with state law. Such liens may be foreclosed by the City as provided by law.~~

~~I. Signs Visible from Interstate or Federal Aid Primary Highway System; Harmony of Regulations.~~

~~(1) The removal provisions of this LDR shall not apply in the case of outdoor advertisements or advertising structures visible from roads or highway systems to the extent that such removal is preempted by the State. This shall not affect the duty of sign owners to remove signs under this LDR nor shall it affect the authority and responsibility of the City to enforce this LDR through other appropriate means, including referral for criminal prosecution.~~

~~(2) This LDR shall be construed to be in harmony with Florida Statutes, Chapter 479 and 23 USC, S131, and any succeeding versions of those statutes. In cases where local authority is preempted by the State, or where a question arises regarding such preemption, it shall be the responsibility of the Chief Building Official to coordinate with the State to insure that State regulation and enforcement is pursued to the fullest extent.~~

~~J. Variances~~

~~Variances to the strict requirements of this LDR may be granted by the Planning and Zoning Board only where a literal enforcement of the provisions of this LDR would result in substantial practical difficulty or unnecessary hardship or difficulty which might be suffered by the owners of that property. Variances shall be granted only in accordance with the procedures and criteria set out in the City Land Development Regulations.~~

~~**Ord. #59-10**~~

~~K. Penalties~~

~~Any person, organization, or corporation, violating the provisions of this LDR shall, upon conviction, be subject to the penalties provided for in Section 1-8 of the Code of Ordinances of the City of New Smyrna Beach, Florida.~~

***

604.14 Signs

A. Purposes, Intent, and Scope

The purpose of these sign regulations is to protect, preserve, and improve the character and appearance of the City of New Smyrna Beach; to provide ample opportunity to advertise in commercial and industrial areas while preventing excessive advertising which would have a detrimental effect on the character and appearance of those areas; and to limit signs in non-commercial and non-industrial areas to essential signs, primarily for the purpose of identification and information, in order to protect the

residential character and appearance of those areas. These regulations shall be the minimum requirements necessary to accomplish these purposes, and therefore, to protect the public health, safety, and general welfare.

It is intended that signs placed on land or on a building for the purpose of identification, or for advertising use conducted on that land, or in that building, shall be deemed to be accessory and incidental to the land, building, or use.

With respect to signs advertising business uses, it is specifically intended, among other things, to avoid excessive competition and clutter among sign display in the demand for public attention. Therefore, the display of signs should be appropriate to the land, building or use to which they are appurtenant and be adequate, but not excessive, for the intended purpose of identification or advertisement.

Signs commonly referred to as billboards, outdoor advertising or poster panels, which advertise products or businesses not connected with the site on which they are located, are prohibited in accordance with the predominantly residential atmosphere of the community, such signs being most appropriate on open highways and roads where they do not detract from community character.

It is also intended that all temporary signs erected for directional purposes, public information, or to direct attention to special events, shall be confined to those that are of a general public interest, and that such signs shall be limited to the giving of information.

B. Prohibited Signs

The following signs are prohibited in the City of New Smyrna Beach:

Beacon Light Signs
Billboards
Flashing Signs except Time and Temperature Signs **Ord. #42-05, Ord. #45-08**
Moving Signs **Ord. #42-05, Ord. #45-08**
Off-Site Signs except those off-site signs which for limited specific purposes are expressly permitted by the terms of this LDR, including but not limited to, banner signs, bench signs, bus signs, political signs, real estate signs, and excluding off-site directional signs.
Pole Signs

Roof Signs
Snipe Signs
Trailer/Mobile Sign
Traveling Light Signs

Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devices, or directional, informational or warning signs, erected or maintained by any public body, or any railroad, public utility, or similar body.

Private signs placed on public property, except as expressly permitted by the appropriate public body.

Signs containing any statements, words or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediate surrounding area.

Signs attached to passenger vehicles exceeding three (3) square feet.

Signs which in any way obstruct, cover, or block, any fire escape, window, or door, or which are attached to any fire escape or ventilation device.

Signs which include pennants, ribbons, streamers, spinners, or wind-operated devices, except as provided herein. Flags of the United States, the State of Florida or the City of New Smyrna Beach are exempt from this prohibition.

Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the City limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, or CM zoning districts, 2) signs complying with the exemption provision of this LDR; and 3) real estate signs complying with the provisions of this LDR. **Ord. #29-10**

Commercial signs that are carried, waved, or otherwise displayed by persons (“sign walkers”, “sign spinners”, or “commercial mascots”) either on public rights-of-way or in a manner visible from public rights-of-way. This provision is directed toward such displays intended to draw attention for a commercial purpose, and is not intended to limit the display of placards, banners, flags, or other signage by persons participating in demonstrations, political rallies, or otherwise exercising their valid First Amendment rights.Signs

containing a portion of a message where some other portion is contained on another sign, thereby creating a series of advertising messages along a street or highway.

Signs located in the visibility triangle of any corner lot, except as provided herein. The visiblity triangle shall be drawn using the street right-of-way lines and a line connecting them at points twenty-five (25) feet from the intersection formed by such right-of-way lines, or signs which otherwise obstruct the view in any direction at a street intersection.

C. Exemptions

The following signs shall be exempt from the permitting requirements of this LDR:

Automobile Dealerships Informational/Directional Service sign provided the dealership contains over 40,000 square feet of lot area, the sign only reads "service", has no advertising or logo, and has a copy area of 75 square feet or less.

Bench Signs approved by the City Commission.

Construction Signs for one or two unit residential construction projects provided that only one such sign not exceeding five and one-half (5-1/2) square feet for each such project may be erected.

Integral Signs, provided the individual letters or numerals of such sign do not exceed two (2) inches in height, and provided the sign itself does not exceed three 3) square feet of display area.

Legal Notices.

Neon light or other type of light sign hung inside the window of an establishment and intended to be seen from the outside provided: (1) no more than five (5) are exempt; (2) the sign advertises a product sold at the establishment; and (3) the energy sources is by plug into an existing wall outlet.

No trespassing, warning, or similar signs of not more than two (2) square feet where such signs are reasonably necessary to notify the public of the matters contained in the signs.

One sign not exceeding three (3) square feet in area per premises, bearing only property numbers, post office numbers, and names of occupants of such premises, for identification purposes only.

Political Signs not exceeding six (6) square feet in area.

Real Estate signs provided that only one such sign not exceeding five and one-half (5-1/2) square feet in area may be erected for each street frontage adjoining the parcel of property offered for sale, lease, or rent, and provided further that no such signs shall be erected on the subject property adjacent to the Atlantic Ocean beach. "Add-on" signs (warranty, multiple listing, sold, by appointment, etc.) not exceeding one square foot may be attached to permissible real estate signs. Real estate signs shall be located a minimum of fifteen (15) feet from side property lines and a minimum of two (2) feet from the public right-of-way lines. Real estate signs shall be located outside the required visibility areas on waterfront parcels with the exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt real estate sign or one non-exempt real estate sign may be placed at the approximate mid-point of the water frontage. **Ord. #29-10**

Signs attached to passenger vehicles that do not exceed three (3) square feet in copy area .

Signs erected by any public body.

Signs located on soda, candy, or food dispensing machines.

Signs required by any professional licensing body of the State of Florida provided that such signs do not exceed the state minimum requirements imposed by such body in any respect.

Window Signs, provided that the total area of all signs does not exceed thirty-five percent (35%) of the total glass area of the window containing the display.

D. Permits

No person shall erect, alter, repair, or relocate any non-exempt sign without first obtaining a permit for such work from the Building Official of the City of New Smyrna Beach. No permit shall be issued until the Planning Manager and Chief Building Official, or designees, have determined that such work is in accordance with this LDR and all other ordinances of the City of New Smyrna Beach and a certificate of zoning has been issued.

(1) Application for a permanent sign permit shall be on forms provided for that purpose by the Chief Building Official, and shall contain the following information:

a. the name, address, and telephone number of the applicant, the owner of the sign and the owner of the property on which the sign is to be located;

b. the address, if any, and legal description of the premises on which the sign is to be located;

c. a drawing to scale, in duplicate, showing the size, height, structural details, and dimensions of the sign and sign structure;

d. a drawing to scale, in duplicate, showing the position of the sign, and any other existing advertising structures, in relation to the buildings or structures on the premises and to the boundaries of the property;

e. the signatures of the applicant and the owner of the property; or in the event the owner is not available, written evidence of the owner's permission for the erection of the sign;

f. any electrical and/or plumbing permit required for the sign; and

g. for projecting signs or ground signs, exceeding 32 square feet of surface area or 10 feet above grade level or any other sign which the Chief Building Official determines may reasonably be subject to dead load, wind, or other physical stress, engineering drawings showing display area, support structure above and below ground, wind pressure specifications and method of installation, signed and sealed by a registered engineer or architect licensed by the State of Florida in that profession.

h. Signs in the Visibility Triangle shall have a maximum height of 3.0 feet to allow for proper visibility.

E. Schedule of Fees

The schedule of fees for sign permits shall be established, and periodically adjusted by City Commission Resolution.

F. General Provisions

The following provisions shall apply to every sign erected in the City of New Smyrna Beach, including exempt signs:

(1) The name and address of the company or person installing any sign and the name and address of the company or persons maintaining any sign, the date of erection and the voltage of any electrical apparatus shall be painted or printed conspicuously on every sign erected.

(2) Any light from any illuminated sign shall be shaded, shielded or directed so that the light intensity or brightness shall not affect adversely the vision for operation of vehicles in any public or private road, highway, driveway, or parking area. Such light shall not shine directly on or into any residential structure or directly onto approaching traffic. Such light shall not be visible from the public beach during sea turtle season (May 1-November 1 annually) per Volusia County Code of Ordinances, Chapter 72, Division 12 Sea Turtle Protection.

(3) All signs shall be designed and constructed to withstand a wind pressure as required by the Florida Building Code.

(4) The area around the base of any ground sign shall be kept free of any rubbish or other material that might constitute a fire or health hazard. Appropriate landscaping, monument architectural detailing and/or pole skirts around the base of signs is required.

(5) Square footage of copy area determined by lineal feet of frontage shall be determined by measuring along the entrance side of individual stores; in the case of corner stores, additional signage may be allowed only when the same of similar façade treatment is used on both front and side; sign area is not transferable between facades.

(6) Copy area of a sign shall be based upon the surface area encompassed within any regular geometric figure which forms the information component of a sign when such sign is viewed from one direction on the adjacent right-of-way. The frame which decorates or structurally supports the copy area shall be included when calculating area. The pole associated with a pole sign shall not be included when calculating copy area. The entire area of a ground sign shall be used in calculating the area of a ground sign. **Ord. #29-10**

(7) A projecting or ground sign with sign surface on both sides of such sign shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign. The faces of ground signs may be separated, and will be construed as a single sign, provided that the angle of separation does not exceed forty-five degrees. **Ord. #29-10**

(8) Unless specifically specified otherwise, no more than a total of three (3) signs shall be erected or maintained per premises. The signs may be apportioned between any allowable type of sign in the district so long as the total copy area (excluding on-site directional signs) does not exceed the maximum permissible area provided herein.

(9) All signs shall be erected, altered, operated, maintained in good repair and working order, and kept free of any foreign matter, and in addition, shall be designed and installed in compliance with the requirements of the building and electrical codes of the City of New Smyrna Beach.

(10) Vintage signs that do not comply with sign regulations as outlined in this section, may be removed and replaced, provided approval is attained from the Historic New Smyrna Beach Preservation Commission.

(11) All signs shall be set back a minimum of 5 feet from the front property line, unless specifically noted otherwise below.

G. Sign Standards

The following sign standards shall apply in the respective zoning districts as indicated below unless more stringent regulations are included within the Land Development Regulations. No sign shall be permitted except as provided herein:

(1) Signs erected upon property zoned for commercial or industrial use and designated as MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, and I-4, and Corridor Overlay Zone (COZ) zoning districts shall conform to the following:

a. Ground Signs.

i. Maximum copy area: Four (4) square feet for each lineal foot of building structure frontage, not to exceed 48 square feet.

ii. If the building has frontage on more than one right-of-way, an additional two (2) square feet of copy area shall be allowed for each additional lineal foot of frontage. Maximum copy area not to exceed 24 square feet.

iii. No ground sign shall be erected within fifty (50) feet of any other ground sign on the same premises. No such sign shall extend more than ten (10) feet above ground level. Existing pole signs are considered non-conforming and are to be amortized in accordance with subsection H below.

b. Wall Signs.

i. Maximum copy area: 100 square feet per premises.

ii. Wall signs shall not project more than one (1) foot from any wall of a building, and no such sign shall project above the roof line or parapet, whichever is higher.

iii. Wall signs shall not cover, block, or obstruct, any part of a window, including any part of a window within the sign perimeter, or obstruct window light or vision.

c. Marquee signs.

i. Shall not project more than 1 foot below the bottom or above the top of the vertical face of the marquee

ii. At least 8 feet of clearance from the walkway grade to the bottom of the sign must be maintained.

iii. May be attached underneath a marquee at a business entrance, provided the sign:

1. does not extend beyond the perimeter of the marquee,
2. does not exceed three (3) square feet total copy area and
3. does not extend below an eight (8) foot clearance measured from the sidewalk grade to the bottom edge of the sign.

iv. If the Marquee Sign extends over public property, it shall have a minimum clearance of nine (9) feet from the walkway grade to the bottom edge of the sign and shall require approval from the jurisdictional authority that has the maintenance responsibility for the affected public property.

d. Projecting signs.

i. No part of any such sign shall project more than thirty-six (36) inches from the wall of a building.

ii. No such sign shall physically cover, block, or obstruct any window or part of a window, nor obstruct window light and vision.

iii. No projecting sign shall extend above the top of a parapet wall.

iv. A projecting sign may project over a public right-of-way a distance of two-thirds of the width of the sidewalk over which the sign hangs, or 6 feet if no sidewalk exists.

v. In no event, shall a sign projecting over a public right-of-way project to within less than two (2) feet of the curb line.

vi. Signs shall have a clearance above the sidewalk grade of at least nine (9) feet, or at least fourteen (14) feet above the grade of the road, driveway, or alley.

e. Portable or moveable signs. One (1) portable sign shall be permitted one time for a new business, a business in a new location, or for a shopping center, whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than thirty (30) days or until installation of the allowable freestanding sign, whichever shall occur first. Portable temporary signs shall conform to all City codes and criteria, including but not limited to:

i. Maximum copy area: Thirty-two (32) square feet.

ii. No more than one (1) such sign shall be permitted for each lot or parcel.

iii. Copy on signs shall be maintained in a legible condition.

iv. No flashing lights of any kind permitted. External illumination confined to sign face area.

v. Portable signs shall be used on-site only.

vi. A new permit must be obtained for each period of use of a portable temporary sign. Application for a permit for a portable temporary sign shall include:

(a) A diagram indicating the manner in which the sign will be anchored to meet the specifications outlined above;

(b) Plot plan showing that the proposed location is:

1. in accordance with intersection visibility standards outlined in this code;
2. illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and
3. not in a required parking space.

f. Banner signs/temporary exterior wall signs. Each premises shall be permitted one banner sign under the following conditions:

i. In conjunction with a grand opening for a new use in a nonresidential zoning district, for a period of time not to exceed 30 consecutive days and utilized within the first three months of business for the use.

ii. Maximum copy area: 32 square feet;

iii. The location of the sign shall not interfere in any way with the traffic or public safety of the citizens of the City, and the sign shall not violate any other applicable provisions of this LDR. Banner signs shall not be considered in the computation for the number of signs allowed or the maximum allowable display area for a premises. (Ord. 4-97)

iv. Banner signs erected to advertise a special event or function intended for the general public must attain approval through the Special Events Committee as outlined in below

g. Construction signs.

i. One construction sign shall be allowed for each commercial or industrial project where a building permit has been obtained for the project.

ii. Such signs shall be removed within fifteen (15) days after substantial construction operations have ceased, and in no event, later than the date of issuance of a certificate of occupancy.

iii. Maximum copy area: 32 square feet.

h. Development signs.

i. One development sign for each street frontage, provided such development has been approved and is undergoing active construction and/or sale.

ii. Maximum copy area: 32 square feet.
iii. Maximum height: 10 feet above
iv. All signs shall be removed when all units are sold.

i. Non-residential subdivision signs.
i. One sign per vehicular entrance
ii. Maximum copy area: 40 square feet
iii. Maximum height: 4 feet above grade

j. Directory Signs and Nameplates.
i. Directory signs or nameplates shall contain only the name, address, and nature of business of the occupant(s).
ii. Maximum copy area:
(a) Identification sign (nameplate): 4 square feet for each office
(b) Office buildings or groupings of offices of two or more offices: One additional directory sign for the entire office building or grouping not exceeding 30 square feet of copy area.

k. Directional Signs, Off-Site.
i. One off-site directional sign shall be allowed per premises.
ii. The off-site directional sign shall be counted as one of the signs allowed on the premises on which said off-site directional sign is located.
iii. Copy area of the off-site directional sign shall be included in the calculation for allowable copy area for the premise on which the sign is located.

l. Directional Signs, On-Site.
i. There shall be no limit to the number of on-site directional signs.
ii. Maximum copy area: 3 square feet.
iii. Maximum height: 48 inches above the center-line grade of the adjacent street right-of-way.

m. Awning Sign.
i. One awning sign shall be allowed for each business.
ii. Maximum copy area: One square foot per lineal foot of business unit frontage, not to exceed 50 square feet.

(2) Signs Located in the B-5 Planned Shopping Center District and Building(s) Containing Two (2) or More Units. (Ord. 14-91)
a. Freestanding ground signs:
i. Maximum height: 15 feet;
ii. Maximum copy area:
a) Shopping centers under 75,000 square feet: 62 square feet

i. The sign may consist of the following:
- One sign panel for a major tenant; maximum 32 square feet; and
- One sign panel for individual tenant listings with letter and character sizes not less than six inches (6") in height; maximum 30 square feet.

b) Shopping centers of 75,000 square feet to 250,000 square feet:

i. The sign may consist of the following:
- Plaza identification panel; maximum 48 square feet;
- One sign panel for a major tenant; maximum 48 square feet; and
- One sign panel listing up to three major tenants; maximum 15 square feet for each tenant listing;

c) Shopping centers over 250,000 square feet:

i. The sign may consist of the following:
- Plaza identification sign; maximum 64 square feet;
- One sign panel for a major tenant; maximum 48 square feet; and
- One sign panel listing up to three major tenants; maximum 15 square feet for each tenant listing.

iii. Shall be placed only adjacent to the arterial right-of-way frontage line;

iv. Minimum setbacks:

a. 5 feet from the arterial right-of-way line;

b. 50 feet from side lot lines.

b. Individual anchor stores shall be allowed additional signs as follows:

i. Wall signs:

1. Maximum number: 2
2. Maximum copy area: 2 square feet of copy area per one (1) lineal foot of store unit frontage, not to exceed 200 square feet;

ii. Two signs hanging below the marquee, not to exceed 3 square feet of copy area and having a clearance of eight (8) feet if hanging below the marquee. These signs shall be classified as directional signs, shall contain the establishment name and logo and shall not be calculated as any of the allowable number of signs.

c. Individual tenants in a shopping center or multi-tenant building, excluding anchor stores and businesses located on an outparcel, shall be allowed additional signs as follows: (Ord. 67-94)

i. One wall sign not to exceed four (4) square feet of sign area per one (1) lineal foot of store frontage, not to exceed 100 square feet.

ii. One (1) sign hanging below the marquee not to exceed three (3) square feet of copy area and having a clearance of eight (8) feet.

d. Individual businesses located on an outparcel shall be allowed any combination of signs as indicated in 604.14G.(1) above. (Ord. 14-91)

(3) Signs Located in Office or Industrial Parks

Office and/or industrial parks shall be allowed one freestanding sign as detailed below:

i. Office or industrial parks having less than 50 acres:
   a. Maximum copy area: 40 square feet
   b. Maximum height: 8 feet

ii. Office or industrial parks having 50 to 100 acres:
   a. Maximum copy area: 60 square feet
   b. Maximum height: 10 feet

iii. Office or industrial parks having more than 100 acres:
   a. Maximum copy area: 80 square feet
   b. Maximum height: 10 feet identifying the park name and business names and addresses within the park.

iv. Signs shall only identify the park name and business names and addresses within the park.

v. Individual businesses within an office or industrial park shall comply with the sign regulations as indicated in 604.14 G.(1) above.

(4) Signs Located on Residentially Zoned Property

a. Subdivisions:
   i. One subdivision sign per main vehicular access to the subdivision;
   ii. Maximum copy area: 60 square feet
   iii. Maximum height: Four (4) feet above the nearest adjacent road grade

b. Multi-family residential developments:

Ground signs:
   i. One ground sign for each street frontage
   ii. Maximum copy area: 32 square feet
   iii. Maximum height: 8 feet above the nearest adjacent road grade.

Wall signs:
   i. One wall sign consisting of individual channel letters shall be permitted on one of the buildings located within a multi-family development.
   ii. Maximum copy area: one (1) square foot per each foot of building height, or one square foot per each unit, whichever is less. Maximum sign area not to exceed 100 square feet.

iii. Maximum height of the channel letters is two (2) feet.

c. d. All residential developments are allowed one off-site directional sign.

e. All residential developments are allowed one construction sign not to exceed 32 square feet, which must be removed upon completion of the project.

f. All residential developments are allowed one development sign not to exceed 32 square feet in area.

(5) Houses of Worship.

a. Any house of worship or related property is allowed the following signage:

i. One freestanding sign

1. Maximum copy area: 32 square feet

2. Maximum height: 6 feet above grade

ii. One wall sign

1. Maximum copy area: 32 square feet

(6) Political Campaign Signs

Temporary political campaign signs or posters, exceeding six (6) square feet in area, shall be permitted subject to the following restrictions, and any other applicable requirements set forth in this sign regulation.

a. Minimum setbacks:

i. Front property line(s): 5 feet

ii. Side property lines: 25 feet

b. Maximum height10 feet.

c. Maximum copy area: 32 square feet

d. Maximum number of signs per parcel: One

e. Political campaign signs shall not be erected not more than sixty (60) days prior to an election and shall be removed within ten (10) days after the election or after the campaign issue has been decided.

f. The erection and removal of all political signs shall be the joint responsibility of the owner of property upon which the sign is placed, the owner of such sign, and the candidate for whom such sign was placed. Each such person shall be jointly and severably liable for a violation of the terms and conditions of this sign regulation.

g. All persons seeking to install non-exempt political signs must comply with the following:

i. Obtain a permit from the City Clerk

ii. Post a surety bond or cash bond in the amount of $250.00 dollars conditioned upon the removal of such signs, billboards and posters, within ten (10) days after the election in which the candidate is eliminated or elected or the campaign issue is decided.

iii. Should the candidate fail or refuse to remove said signs, billboards or posters, within fifteen (15) days after such election, the City shall have the authority to remove such signs, billboards or posters, and dispose thereof and charge the cost of such removal and disposition against the bond posted by the candidate.

iv. In the event a cash bond is posted, any sums remaining in the hands of the City after the cost of such removal has been deducted, shall be remitted to the candidate.

(7) Signs Located at Bed and Breakfast Homes, Adult Living Facilities, Nursing Homes, Public and Private Schools, and Semi-Public Clubs Located Within Residentially-Zoned Areas.

a. Ground signs:
   i. Maximum copy area: 32 square feet
   ii. Maximum height: 8 feet
   iii. Materials and illumination:
   iv. Must utilize indirect lighting to illuminate the sign face only;

(8) Electronic Message Centers

Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S.1, except for properties with direct frontage on the ease side of U.S.1, regardless of zoning. Additionally, electronic message centers shall conform with the following requirements:

a. Minimum separation between electronic message center signs is 600', unless approved by the Development Services Director based on visibility needs.
b. Electronic message center signs must not face property zoned for single-family residential uses.
c. Electronic message center signs shall be prohibited within historic districts or facing a historic district if the electronic message center sign will be within 200 feet of the historic district.
d. The maximum light emanation from an electronic message center sign shall be no greater than .3 foot-candles, measured 200 feet from the sign.
e. Every electronic message center shall be equipped with an automatic dimmer device.
f. All electronic message centers shall comply with the appropriate City sign and other regulations.
g. Any malfunctioning electronic message centers must be turned off or display a blank screen until repaired.
h. All electrical equipment shall be UL listed.
i. All power to an electronic message center shall be supplied via underground carrier, inside approved conduit, and shall be installed according to the City electrical requirements.

j. All electronic message centers shall be kept in good operating condition and maintained with good external appearance. Ord. #45-08

(9) Real estate signs.

a. Exempt real estate signs: The following real estate signs conforming to the following criteria shall not require a permit:

i. Maximum size and number of signs: One sign not exceeding six square feet in area may be erected for each street and/or water frontage adjoining the parcel of property offered for sale, lease, or rent.

ii. A maximum of three “add-on” or “rider” signs shall be permitted for each exempt real estate sign, provided the total area for all “add-on” or “rider” signs does not exceed five square feet and provided that no “add-on” or “rider” sign exceeds the width of the exempt real estate sign.

iii. Minimum setbacks: Ten feet from side property lines and two feet from public right-of-way lines.

b. Non-exempt real estate signs on property zoned C, RC, FR, R, A-1, A-2, MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, I-4, PUD and COZ, shall require a permit and shall conform to the following:

i. Maximum size: 32 square feet.

ii. Maximum number of signs: One per each street and/or water frontage for each premises.

iii. Minimum setbacks: Five feet from any adjacent right-of-way, except where the applicant demonstrates that existing vegetation or other obstructions would preclude compliance with the five-foot setback.

c. Non-exempt real estate signs on property zoned RE, R-1, R-2, R-3, R-4, R-5, R-6, MH-1, and MH-2, shall require a permit and shall conform to the following:

i. Maximum size: 16 square feet.

ii. Maximum number of signs: One per each street and/or water frontage for each premises.

iii. Minimum setbacks: Five feet from all property lines.

d. Visibility requirements. All real estate signs shall be located outside the required visibility areas at the intersections of rights-of-way. All real estate signs shall be located outside the required visibility areas on waterfront parcels with the

exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt real estate sign or one non-exempt real estate sign may be placed at the approximate mid-point of the water frontage. **Ord. #29-10**

(10) Special Event Signs.

For the purpose of this section, "special event" means any public or private nonprofit event of limited duration in which the general public is invited to participate, and other event of limited duration that is otherwise unrelated to the primary use of the property. The following regulations apply to special event signage:

a. Prohibited signs. It shall be unlawful to erect, cause to be erected, maintain or cause to be maintained any sign described in Section 604.14B of the Land Development Regulations unless or except as follows:

i. Maximum number of off-site signs: 3

ii. No sign prohibited in section (a) of this section shall be authorized under this section as a special event sign.

iii. No special event sign shall be placed so as to obscure visibility of any permanent freestanding sign, unless such placement has been approved in writing and filed with the City Clerk by the property owner whose freestanding sign is obscured.

iv. No special event sign shall be placed on lots or parcels of any privately owned, undeveloped property without written authorization of the property owner. Such authorization shall be filed with the city clerk prior to posting any sign on the undeveloped property.

v. The erection and removal of all special event signs shall be the responsibility of the person sponsoring the special event, except for political campaign signs which shall be the responsibility of the candidate for whom the sign was placed and as described in section 604.14G(6), above.

vi. Special event signs shall be erected not more than 14 days prior to a major special event and not more than 48 hours prior to a minor special event. All special event signs shall be removed within 48 hours after the special event (major or minor) for which the sign was authorized.

vii. Bond requirements:

- A surety bond or cash bond in an amount of $250.00 shall be posted a minimum of 48 hours prior to installation of the signs
- The bond shall be to ensure the removal of such signs, billboards and posters within 48 hours of the special event (major or minor) for which the signs were posted.

- Should the person who posted the bond for such signs fail or refuse to remove said signs, billboards or posters within the specified time frames after the special event, the city shall have the authority to remove such signs, billboards and posters and dispose thereof and charge the cost of such removal and disposition against the bond posted.
- In the event a cash bond is posted, any funds remaining in the hands of the city after the cost of such removal has been deducted shall be remitted to the person who posted the bond.

(11) Flags.

a. Maximum number: Two (2) flags per premises.

a. Flags shall be mounted on a single flag pole or separate flag poles installed either on the building or adjacent to the building to.

b. No single flag shall exceed forty (40) square feet in area, and the aggregate size of all flags shall not exceed seventy-two (72) square feet.

c. For the purpose of determining the size of a flag, only one side of the flag shall be counted as display surface.

(12) Home Occupational Signage.

Businesses with an approved and current business tax receipt for a home occupation as outlined in section 801.06 of this LDR may request a permit to install one (1) sign not to exceed four (4) square feet in copy area and not to exceed 5 ½ feet in height.

(13) Sandwich Boards.

Sandwich board sign are permitted within the Mixed Use Mixed Use Zoning Districts only. Sandwich board signs must comply with the following regulations:

a. One (1) sandwich board sign may only be located in front of each non-residential property or tenant space .

b. Sandwich board signs may be placed on a public sidewalk no closer than one (1) foot inside the curb, and must maintain a minimum of 36-inches of clear sidewalk space.

c. Maximum sign size: Forty-two (42) inches in height and thirty-six (36) inches in width.

d. The sign shall only be placed on the sidewalk during business hours.

e. The sign shall be located in front of the specific business advertised on the sign, and not at another location. If the business is a corner property, the sign may only be placed in one location.

(H) Non-Conforming Signs

(1) Amortization of Non-Conforming Signs: Any existing sign which is in violation of this LDR, after the effective date of this LDR shall be deemed

a non-conforming sign. Such signs may be continued subject to the following requirements:

a. No non-conforming sign shall be altered, moved, or changed in any way except in full compliance with the terms of this LDR. This provision shall not apply to the changing of temporary copy on changeable copy signs or the painting or altering of copy area to restore the original sign appearance. Ord. # 42-05, Ord. #45-08.

b. This non-conforming sign provision shall not apply to repairs necessary to maintain the structural integrity or safety of a sign, provided the cost of such repairs does not exceed twenty-five (25) percent of the cost of materials which would be necessary to construct, in all other respects, an identical conforming sign on the same site. Such costs shall be determined by the Chief Building Official.

c. Pole signs shall be amortized within ten (10) years of the effective date of this ordinance. No new pole signs shall be permitted after the effective date of this ordinance. Face change-outs for pole signs shall be permitted, provided the replacement complies with subsection d below and provided the pole sign is replaced with a conforming sign by the end of the amortization time.

d. Notwithstanding the time periods for amortization of non-conforming signs set out above, no non-conforming sign of any kind or type shall be allowed to remain when the sign has deteriorated to a point that the cost of repairing the sign to a safe, structurally sound condition, exceeds twenty-five (25) percent of the cost of materials which would be necessary to construct, in all other respects, an identical conforming sign on the same site. Such costs shall be determined by the Chief Building Official.

e. Notwithstanding any other provision in this LDR, if a sign is destroyed through an accident, act of God, or intentional act not caused by the person responsible for said sign, by more than 50% of its replacement value, then the sign may be reconstructed and rebuilt and utilized for the balance of the amortization period then left.

(2) Non-conforming signs shall be removed or made to conform with this LDR within the time periods set out below or upon deterioration to the point specified below:

a. The following types of signs shall be removed or made to conform within sixty (60) days after the effective date of this LDR:

Beacon Light Signs
Flashing Signs
Moving Signs
Snipe Signs
Trailer/Mobile Signs
Traveling Light Signs

Signs, which in any way simulate or appear to simulate, emergency vehicles, traffic control signs, or devices or directional, informational or warning signs erected or maintained by any public body or any railroad, public utility, or similar body.

Private Signs placed on public property, except as expressly permitted by the appropriate public body.

Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediately surrounding area.

Signs attached to passenger vehicles exceeding three (3) square feet.

Signs which, in any way, obstruct or block any fire escape, window or door, or which are attached to any fire escape or ventilation device.

Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the city limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, or CM zoning districts; 2) signs complying with the exemption provision of this LDR; and 3) real estate signs complying with the provisions of this LDR.
Ord. #29-10

b. The following types of signs prohibited by this LDR shall be removed within one (1) year after the effective date of this LDR:

Billboards **Ord. #42-05, Ord. #45-08**
Off-site signs, unless said sign is an off-site directional sign as defined herein.

(3) Removal of Signs.
The Chief Building Official shall have the responsibility to enforce the provisions of this LDR.

a. If any property owner fails to comply with this LDR by failing to remove an unlawful sign, a sign for which the amortization period applicable to the sign has lapsed or a sign which has deteriorated beyond the point set forth in subsection, (1)d., above, the Code Enforcement Officer shall send a notice of violation by certified mail, return receipt requested, to the owner of the property at the address shown on the latest consolidated county tax rolls. If the notice is returned unclaimed or otherwise undelivered, a true copy of such notice shall be posted on the subject property for ten (10)

consecutive days. The notice shall contain the name and address of the owner as shown on the tax rolls, the legal description of the property, the time in which the owner shall abate the nuisance, not less than thirty (30) days, and have attached a photocopy of the relevant provisions of this LDR.

b. Any owner aggrieved by any action taken by the City under this LDR may appeal such action to the City Commission.

c. If no action has been taken regarding a notice of violation by the owner of the property involved within sixty (60) days after service of the notice, or the last day of posting on the property, and no appeal has been taken, the Code Enforcement Officer shall request approval of the Code Enforcement Board to remove the sign and, after obtaining such approval, shall remove the sign. The reasonable cost of such removal is hereby assessed against the property involved and declared to be a lien on such land in accordance with state law. Such liens may be foreclosed by the City as provided by law.

(4) Signs Visible from Interstate or Federal Aid Primary Highway System; Harmony of Regulations.

a. The removal provisions of this LDR shall not apply in the case of outdoor advertisements or advertising structures visible from roads or highway systems to the extent that such removal is preempted by the State. This shall not affect the duty of sign owners to remove signs under this LDR nor shall it affect the authority and responsibility of the City to enforce this LDR through other appropriate means, including referral for criminal prosecution.

b. This LDR shall be construed to be in harmony with Florida Statutes. In cases where local authority is preempted by the State, or where a question arises regarding such preemption, it shall be the responsibility of the Chief Building Official to coordinate with the State to insure that State regulation and enforcement is pursued to the fullest extent.

I. Variances

Variances to the requirements of this LDR may be granted by the Planning and Zoning Board only where a literal enforcement of the provisions of this LDR would result in substantial practical difficulty or unnecessary hardship or difficulty which might be suffered by the owners of that property. Variances shall be granted only in accordance with the procedures and criteria set out in the City Land Development Regulations.

J. Penalties

Violations occurring on public property shall be issued a trespassing citation, fines for which are set by Ordinance 70-102 of the City Code of Ordinances. Violations occurring on private property may be issued a code citation per Chapter 162 of the Code of Ordinances and may be cited to appear before the

Code Enforcement Board; additionally, violations must come into compliance as determined by the Code Enforcement Officer.

***

ARTICLE VIII

SUPPLEMENTARY REGULATIONS

***

801.06 Home Occupations

A. A home occupation shall be permitted as an accessory use in all residential districts, provided that:

(1) such occupation shall be conducted entirely within the dwelling unit used as the residence and shall not occupy more than twenty (20) percent of the cumulative floor area;

(2) no persons other than members of the household shall be engaged in such occupation;

(3) the use of the dwelling unit for the home occupation shall be clearly incidental and secondary to the use of the dwelling for residential purposes, and such use shall not change the residential character thereof;

(4) there shall be no structural additions, enlargements or exterior alterations to the residence or premises, ~~signs,~~ or other visible evidence of such home occupation;

(5) no additional and separate entrance incongruent with the residential structural design shall be constructed for the purpose of conducting the home occupation;

(6) ~~no advertisement directs consumers to the home or is located at the home;~~

(~~7~~6) the home occupation shall not generate the visitation by clients, customers, salesmen, suppliers or any other persons to the premises which results in vehicular traffic generation of more than one vehicle at any one time, or of more than a total of twelve vehicles per day;

Ord. #53-00

(~~8~~7) no provision for off-street parking or loading facilities, other than the requirements of the residential district in which the use is located, shall be permitted; no part of a required yard shall be used for such off-street parking or loading purposes; and no additional driveways to serve such home occupation shall be permitted;

(~~9~~8) no equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference outside the dwelling. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises;

(10) no home occupation shall interfere with the residential uses of adjoining property;

(11) a home occupation shall be required to have a City Occupational License. **[Revised 5/2/01]**

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ORDINANCE NO. 31-21

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE VI, DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS, SECTION 604.12, SIGNS, TO ALLOW FOR A FOUR (4) YEAR EXTENSION TO THE AMORTIZATION OF EXISTING POLE SIGNS, WITH CONDITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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 VI, Development Design and Improvements Standards, Section 604.12, Signs allowing up to a four (4) year extension for the removal of existing pole signs; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on July 12, 2021, by a vote of 6-0, recommended that the City Commission approve the text amendments; 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 VI, Development Design and Improvements Standards, Section 604.12, Signs allowing up to a four (4) year extension for the removal of existing pole signs, with conditions, 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.)**

604.00. Required improvements.

604.12. Signs.

H. Non-conforming signs.

(1) Amortization of non-conforming signs. Any existing sign which is in violation of this LDR, after the effective date of this LDR shall be deemed a non-conforming sign. Such signs may be continued subject to the following requirements:

a. No non-conforming sign shall be altered, moved, or changed in any way except in full compliance with the terms of this LDR. This provision shall not apply to the changing of temporary copy on changeable copy signs or the painting or altering of copy area to restore the original sign appearance.

b. The non-conforming sign provision shall apply to repairs necessary to maintain a sign, in good working order. The cost of such repairs may not exceed 25 percent of the cost of materials which would be necessary to construct, in all other respects, an identical conforming sign on the same site. Such costs shall be determined by the chief building official.

c. All existing, non-vintage designated ~~P~~pole signs shall be removed by November 29, 2025. The following conditions apply:

1. No face changes are permitted on existing non-vintage designated pole signs after November 29, 2023.

2. Existing non-vintage designated pole signs shall be removed after November 29, 2024 for a change of use, activation of a terminated use, change of tenant, or change of ownership. ~~amortized within ten years of the effective date of this ordinance [Ord. No. 108-11 effective November 29, 2011]. No new pole signs shall be permitted after the effective date of this ordinance [Ord. No. 108-11].~~ Face change-outs for pole signs shall be permitted prior to November 29, 2023, provided the replacement complies with subsection "d" below and provided the pole sign is replaced with a conforming sign by November 29, 2025 ~~the end of the amortization time~~.

d. Notwithstanding the time periods for amortization of non-conforming signs set out above, no non-conforming sign of any kind or type shall be allowed to remain if:

1. The sign is determined to be structurally unsound.

2. Cosmetic changes to the sign are valued in excess of 25 percent of the cost of materials that would be necessary to construct a sign identical to the nonconforming sign.

3. Repairs required to keep the sign in good working order exceed 25 percent of the cost of materials that would be necessary to construct a sign identical to the nonconforming sign.

e. Notwithstanding any other provision in this LDR, if any nonconforming ~~a~~ sign, other than a pole sign, is destroyed by more than 50 percent of its replacement value, through an accident, act of God, or intentional act not caused by the person responsible for said sign, then the sign may be reconstructed and rebuilt and utilized for the balance of the amortization period then left.

SECTION 2: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on August 24, 2021 in the City Commission Chambers, 214 Sam Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 7/30/2021

ORDINANCE NO. 54-21

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE VI, DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS, SECTION 604.12, SIGNS, TO PROVIDE CRITERIA FOR THE DESIGNATION OF VINTAGE SIGNS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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 VI, Development Design and Improvements Standards, Section 604.12, Signs, to provide criteria for the designation of vintage signs; and

WHEREAS, the Historic Preservation Board voted 3-1 at its regular meeting on October 13, 2021, to recommend that the text amendment be approved; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on November 1, 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 VI, Development Design and Improvements Standards, Section 604.12, Signs, 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.)**

604.00. Required improvements.

604.12. Signs.

H. Non-conforming signs.

...

(5) Vintage Sign Designation

(a) Applications for the designation of vintage signs shall be reviewed and approved by the Historic New Smyrna Beach Preservation Commission at a public hearing in accordance with the following criteria:

1. The sign must be a least 30 years old at the time of application; and

2. The sign is in good structural and working condition; and

3. The sign meets two or more of the following criteria:

a. The sign is one that demonstrates a past style of architecture; an example of technology, craftsmanship or design of the period when it was constructed. (e.g. satellite signs, roto-spheres, donut signs, clock signs, paint can signs, opal glass signs, retro pole signs, neon signs, character signs, etc.).

b. The sign uses historic sign materials or means of illumination (e.g. exposed integral incandescent lighting, or exposed neon lighting).

c. The sign has retained the majority of its character-defining features (i.e. materials, technologies, structure, colors, shapes, symbols, text, typography, and/or artwork) that have historical significance, are integral to the overall sign design, or convey historical or regional context.

d. The sign exemplifies the cultural, economic, and historic heritage of the City.

e. The sign exhibits aesthetic quality, creativity or innovation.

f. The sign is unique, was originally associated with a local business or local or regional chain, there is academic research, including, but not limited to, sign industry journals, articles or books to support its significance, or it is a surviving example of a once common sign type that is no longer common.

(b) If character-defining features have been altered or removed, the majority of these features shall be restored to their historic function and appearance upon approval of the sign as vintage.

(c) An applicant may appeal the decision of the Historic New Smyrna Beach Preservation Commission to the City Commission by filing a notice of appeal with the City Clerk within 30 days of written rendition of the decision.

SECTION 2: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on December 14, 2021 in the City Commission Chambers, 214 Sam Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 11/5/2021

205.00. Sign regulations definitions.

The following definitions shall apply to [sub]section 604.12 of this LDR:

Advertising message. The letters and graphics on a sign intended to directly or indirectly promote the sale of a product, service, commodity, entertainment or real or personal property.

Altering. Changing a sign to the extent that the structural components of the pole or copy area is replaced, repaired, or changed so that the shape, size, or appearance of the sign is different than previously. Painting a sign, rearranging letters or replacing the plastic copy area without any structural or frame changes shall not constitute altering.

Anchor store. The major tenant within a shopping center used to draw patrons to the shopping center and containing at least 25,000 square feet of gross leasable area.

Chief building official. The city official designated as the chief building official for the city. The chief building official shall have the responsibility and authority to enforce these sign regulations.

Copy area. Surface area encompassed within any regular geometric figure which forms the informational component of a sign, when such sign is viewed from one direction on the adjacent right-of-way. The frame which decorates or structurally supports the copy area shall be included when calculating area. The pole associated with a pole sign shall not be included when calculating copy area. The entire area of a ground sign shall be used in calculating the area of a ground sign.

Erect. To build, construct, attach, hang, place, suspend or affix, and shall include the painting of wall signs.

Height of sign. The vertical distance measured from the lowest grade adjacent to the sign extending to the topmost portion of the sign structure, including any frame, embellishment or other type of upward extension from the sign. Any filling, berming, mounding, or excavation solely for the purpose of increasing the height of the sign is prohibited.

Location. Any lot, premises, building, structure, wall, or any place whatsoever upon which a sign is located.

Person. Any persons, firm, partnership, association, corporation, company, or organization, singular or plural, of any kind.

Premises. A parcel or lot of property, or any combination of parcels or lots, on which a business or residential use is located; except that in the case of a business having in excess of 250 feet of continuous road frontage each 250 feet of road frontage shall constitute one premise for the purpose of this LDR. For example: a new car dealership with 500 feet of road frontage would constitute two premises for the purpose of this LDR.

Public art. Any originally produced artistic medium which is outdoors and accessible to the general public and does not contain advertising or logos. Public art commonly takes the form of murals and sculptures that can withstand exposure to atmospheric elements.

Public body. Any government or governmental agency of the City of New Smyrna Beach, Volusia County, the State of Florida, or the United States.

Residential development. Any housing project that is approved by the planning and zoning board. Phasing of a project shall not constitute a separate residential development for the purpose of sign standards, unless the phase shall bear a separate name.

Roof line. The juncture of the roof and the perimeter wall of the structure.

Semipublic body. Any organization operating as a nonprofit activity and serving a public purpose or service including such organizations as noncommercial clubs, lodges, theater groups, recreational and neighborhood associations, cultural organizations, schools and churches.

Sign. Any surface, fabric, device or display, designed to advertise, inform, identify, or to attract the attention of persons not on the premises on which the [device] or display is located.

A sign shall be construed to be a single display surface or device containing elements organized, related, and composed to form a single unit. In cases where material is displayed in a random or unconnected manner, or where there is reasonable doubt as to the intended relationship of such components, without organized relationship of such components, each component or element shall be considered to be a single sign.

A projecting or ground sign with sign surface on both sides of such sign shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign.

For purposes of this LDR, the term "sign" shall include all structural members. A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. This definition shall not include bumper stickers on cars.

Within the sign definition are the following sign types:

(a) *Abandoned sign.* See "Discontinued sign."

(b) *Animated sign.* Any sign or part of a sign, including the advertising message, which changes physical position by any means of movement including, but not limited to, light projections, scrolling displays, and light emitting diode (LED) screens. Electronic message centers and automatic changeable message devices are considered animated signs for the purpose of this definition.

(c) *Awning sign.* A sign located on the vertical face of an awning~~.~~, painted onto or adhered to a marquee or awning type structure constructed of an open frame covered by fabric, vinyl, plastic, metal, or similar material. Awning sign shall include canopy sign.

(~~b~~d) *Banner signs.* ~~Any sign~~ A temporary sign made of weather-resistant cloth or other lightweight material, intended to be hung, either with or without frames, possessing characters, letters, illustrations, or ornamentations applied to paper, plastic, or fabric of any kind, including such signs stretched across or hung over any public right-of-way. Flags shall not be considered banners for the purpose of the article.

(~~c~~e) *Beacon light sign.* Any sign or device which includes any light with one or more beams, capable of being directed in any direction or directions, or capable of being revolved automatically.

(~~d~~f) *Bench signs.* A sign located on any part of the surface of a bench or seat placed on a public right-of-way or other public area.

(~~e~~g) *Billboard:* An outdoor sign which advertises a firm, organization, goods, products, or services which are not located on the same premises as the sign, and that is sold, rented, owned, or leased for the display of advertising messages.

(~~f~~h) *Changeable copy sign:* A sign that is designed so that characters, letters, or illustrations can be changed or rearranged either manually or mechanically.

(j) *Discontinued sign.* Any sign located on a property or building that is vacated, no longer has a valid certificate of occupancy or business tax receipt, no longer has an active utility service account or displays a blank sign for a period of one hundred eighty days or longer shall be considered a discontinued sign.

(gi) *Electronic message center~~:~~.* A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix.

(k) *Exempt sign.* Signs as set forth within section 604.12 (c), which are exempt from certain requirements of this chapter.

(l) *Feather sign, teardrop sign or feather flag*. A form of temporary sign composed of durable lightweight fabric with a sturdy frame enclosing only a portion of the material's edge so that it can remain upright and still be flexible in the breeze, generally shaped to be tall and narrow when affixed into the ground or other bottom support, affixed to a pole which is located outdoors and contains language for advertisement, greeting or similar messaging purposes, which is activated by the wind and is used by businesses or organizations to promote events, products or services.

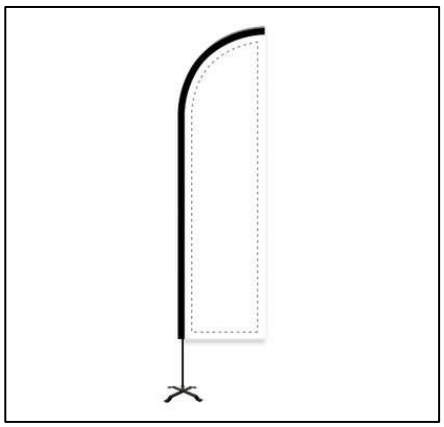

Figure 205.00.l

(~~l~~m) *Flag.* ~~A~~ Typically, a rectangular or square device made of cloth, plastic, or natural or synthetic fabric, with or without characters, letters, illustrations, or ornamentation applied to the surface, typically attached to a pole on one side and ~~which is~~ designed to move in the wind on the opposite side. For purposes of this article, flags are defined separately from moving signs, feather signs and banners.

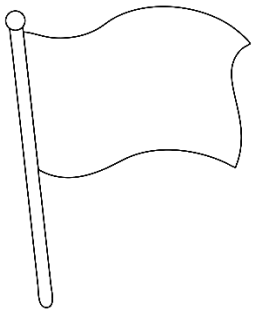

Figure 205.00.m

(~~m~~n) *Flashing sign.* Any sign with a lighting device or devices which go on and off alternately.

(~~n~~o) *Ground sign, ~~or~~ freestanding sign or monument sign:* A sign where the foundation and supporting structure are visually an integral part of the sign creating a continuous form from the ground to the top of the sign. A type of sign placed upon the ground independent of support from the face of a building that generally has greater width than height and typically constructed of a solid material such as wood, masonry or high-density urethane.

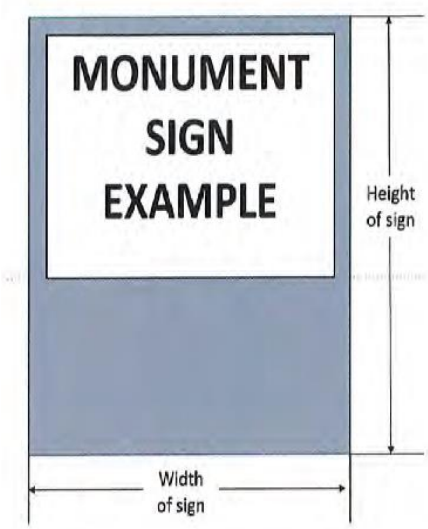

Figure 205.00.o

(~~k~~p) *Illuminated sign.* Any sign illuminated in any manner by an artificial light source.

(~~l~~q) *Integral sign.* Signs or tablets cut into any masonry surface or constructed of bronze or other non-combustible materials in the form of a plaque mounted on the side or face of a building, bench, or other permanent structure.

(~~m~~r) *Marquee sign.* Any projecting sign attached to and made a part of a marquee. A marquee is defined as a permanent roof-like or awning type structure projecting beyond and supported by a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against the weather.

(~~n~~s) *Moving sign:* A fluttering sign or a balloon type sign that is filled with air or a lighter than air gas, including wind operated devices. All balloons (including plastic or reusable balloons and balloon clusters, and all inflatables), dirigibles, airships, and kites located on, or tethered to, commercial property, or for the purpose of advertising a business or profession, are moving signs within the meaning of the land development regulations. The items enumerated in the preceding sentence are moving signs even if no advertising appears on the item. Dirigibles and airships at airports shall not be moving signs within the meaning of the land development regulations.

(~~o~~t) *Nonconforming sign.* Any sign which does not conform to the regulations of this Ordinance.

(~~p~~u) *Off-site sign:* Any sign located on property other than the premises to which the sign relates.

(~~q~~v) *Pennants* shall include the terms "ribbons" and "streamers" and shall mean pieces of cloth, flexible plastic, or other flexible material, intended to attract attention because of their bright colors and/or flapping caused by action of the wind, commonly strung in series along a line. This term includes a single pennant, ribbon, or streamer, or a series of such pennants, ribbons, or streamers, but shall not include flags as defined herein.

(~~r~~w) *Pole sign.* Any freestanding sign that does not meet the definition of ground or portable sign. These signs are composed of the sign cabinet or base and the sign pole or pylon by which it connects to the ground.

(~~s~~x) *Portable sign.* A sign that is mounted on a trailer or trailer-like chassis which is capable of being moved on wheels, legs, or skids as an entire unit, but is placed temporarily in one location as outlined in

section 604.12. Signs pulled behind a vehicle for the purpose of mobile advertising are not considered portable signs (see trailer signs).

(~~t~~y) *Projecting sign.* Any sign other than a wall sign affixed to any building or wall, any edge of which, extends more than 12 inches beyond such building or wall.

(~~u~~z) *Roof sign.* Any sign erected or constructed wholly upon and over the roof of any building and supported solely on the roof structure.

(~~v~~aa) *Shingle sign.* A projecting or wall sign not over one and one-half square feet in area.

(~~w~~bb)*Snipe sign.* Any sign of any material whatsoever ~~that is attached in any way to a utility pole, tree, or any object located or situated on public or private property, or any temporary sign placed in the right-of-way.~~ that is temporary, tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or to other objects. They are commonly placed in the ground with metal or plastic stakes. Snipe signs are also commonly seen in the public right-of-way or placed on private property near the public right-of-way.

(~~x~~cc) Temporary sign. A sign intended to be displayed for a transitory or temporary period and not intended for use in a permanent nature. Any sign not permanently embedded in the ground or not affixed to a building or sign structure that is permanently embedded in the ground shall be considered a temporary sign, unless otherwise specified in this chapter. Temporary signs shall include but not be limited to all banners, yard signs, and feather signs regardless of how they may be affixed to a building or structure or embedded in the ground for the purposes of these article. ~~*Temporary sign.* Any sign or advertising display intended for temporary use and designed and constructed in accordance with this intention.~~

(~~y~~dd) *Trailer/mobile sign.* Any sign placed on a vehicle or on a trailer attached to a vehicle that projects more than one inch and that is displayed on public rights-of-way as a mobile sign, not intended to be permanent and not in compliance with the definition of portable sign or temporary sign.

(~~z~~ee) *Traveling lights sign.* Any sign which includes a series of lights, or lighting device, which appears to move or travel in automatic sequence on the display surface of the sign.

(aaff)*Vintage sign.* Any sign 30 years old or older that is designated as such by the Historic New Smyrna Beach Preservation Commission.

(~~bb~~gg) *Wall sign.* Any sign containing one advertising surface other than a projecting sign that is attached to and erected parallel with the face of any building wall, any edge of which extends beyond such building wall.

(~~cc~~hh) *Window sign.* Any sign placed inside or upon a window facing the outside and which is intended to be seen from the exterior.

(ii) *Yard sign*. A portable, lightweight, temporary sign also known as lawn signs, bandit signs, placards, and road signs, among other names, used for local advertising. They are temporary in nature, typically inserted into the ground with a metal frame and easily moved from one location to another.

Figure 205.00.ii

(Ord. No. 17-01, § 1, 4-10-2001; Ord. No. 45-08, § 1, 10-28-2008; Ord. No. 108-11, § 1, 11-29-2011; Ord. No. 73-12, § 1, 9-11-2012; Ord. No. 33-18, § 1(Exh. A), 6-12-2018; Ord. No. 74-19, § 1, 12-10-2019)

604.00. Required improvements.

604.12. *Signs.*

A. *Purposes, intent, and scope.* The purpose of these sign regulations is to protect, preserve, and improve the character and appearance of the City of New Smyrna Beach; to provide ample opportunity to advertise in commercial and industrial areas while preventing excessive advertising which would have a detrimental effect on the character and appearance of those areas; to limit signs in non-commercial and non-industrial areas to protect the residential character and appearance of those areas; and to preserve the First Amendment rights of all persons subject to these regulations.

It is intended that signs placed on land or on a building for the purpose of identification, or for advertising a use conducted on that land or in that building, or to exercise the first amendment rights of the owner or occupant of that land or building, shall be deemed to be accessory and incidental to the land, building, or use.

With respect to commercial signs, it is specifically intended, among other things, to avoid excessive competition and clutter among sign display in the demand for public attention. Therefore, the display of signs should be appropriate to the land, building, or use to which they are appurtenant and be adequate, but not excessive, for the intended purpose of identification or advertising.

Signs commonly referred to as billboards, outdoor advertising, or poster panels, which advertise products or businesses not connected with the site on which they are located, are prohibited in accordance with the predominantly residential atmosphere of the community, such signs being most appropriate on open highways and roads where they do not detract from community character.

B. *Prohibited signs.* The following signs are prohibited in the City of New Smyrna Beach:

Beacon light signs.

Billboards.

Flashing signs.

Moving signs.

Off-site signs except exempt bench signs.

Pole signs. except signs under 604.12.G.(11)

Roof signs.

Snipe signs.

Trailer/mobile signs.

Traveling light signs.

Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devices, or directional, informational, or warning signs erected or maintained by any public body, or any railroad, public utility, or similar body.

Private signs, whether temporary or permanent, placed on public property, except as expressly permitted by the appropriate public body.

~~Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediate surrounding area.~~

Signs exceeding three square feet attached to passenger vehicles.

Signs which in any way obstruct, cover, or block, any fire escape, window, or door, or which are attached to any fire escape or ventilation device.

Signs which include pennants, ribbons, streamers, spinners, or wind-operated devices, except as provided herein.

Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the City limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, PUD, or CM zoning districts; and 2) signs complying with the exemption provision of this LDR.

Commercial signs that are carried, waved, or otherwise displayed by persons ("sign walkers", "sign spinners", or "commercial mascots") either on public rights-of-way or in a manner visible from public rights-of-way.

Signs located in the visibility triangle of any corner lot, except as provided herein. The visibility triangle shall be drawn using the street right-of-way lines and a line connecting them at points 25 feet from the intersection formed by such right-of-way lines, or signs which otherwise obstruct the view in any direction at a street intersection.

Commercial signs attached to or painted on vehicles or trailers which are not regularly used as part of the advertised business and are obviously parked for the primary purpose of advertising to passing motorists or pedestrians.

C. *Exemptions.* The following signs shall be exempt from the permitting requirements of this LDR:

Automobile vehicle wraps on currently registered vehicles.

Banners, for the promotion of a new business opening in a nonresidential zoning district for a time period not to exceed 45 consecutive days after receiving a Business Tax Receipt subject to the following conditions:

1. Maximum copy area: 32 square feet.
2. The banner sign may be hung on a wall or any other suitable location. The location of the sign shall not interfere in any way with the traffic or public safety of the citizens of the city, and the sign shall not violate any other applicable provisions of this LDR.
3. The banner signs shall not be considered in the computation of the number of signs allowed or the maximum allowable display area for a premises.

Bench signs approved by the city commission on benches placed on public property for the use and convenience of the general public.

Flags which do not bear any commercial advertising, mounted on a single flag pole or separate flag poles installed either on the building or adjacent to the building (within 15 feet). Maximum two flags per premises; maximum area 40 square feet each.

Integral signs, provided the individual letters or numerals of such sign do not exceed two inches in height, and provided the sign itself does not exceed three square feet of display area.

Neon light or other type of light sign hung inside the window of an establishment and intended to be seen from the outside provided: (1) no more than five are exempt; and (2) the energy source is by plug into an existing wall outlet.

In commercial districts, one non-electric noncommercial signs not exceeding six square feet in area for each street or waterway frontage of a commercial premise.

In residential districts, one non-electric sign not exceeding three square feet in area, and temporary signs allowed in accordance with subsection G.(6).

Sandwich boards provided that:

1. The business and sign are located within the MU (mixed use) zoning districts only.
2. One sandwich board sign may be located in front of each non-residential property or tenant space.
3. Sandwich board signs may be placed on a public sidewalk no closer than one foot inside the curb, and must maintain a minimum of 36 inches of clear sidewalk space.
4. Maximum sign size: 42 inches in height and 36 inches in width.
5. The sign shall only be placed on the sidewalk during business hours.
6. The sign shall be located in front of the specific business advertised on the sign, and not at another location. If the business is a corner property, the sign may only be placed in one location.
7. Additional sandwich board sign. A business located within the MU (mixed use) zoning district may display one additional sandwich board sign, provided that such additional sandwich board sign:
    a. Meets all of the sandwich board sign requirements of this section; and
    b. Is located within 500 feet of the business for which the sign is advertising; and
    c. Is located in the same MU zoning district or an adjacent non-residential zoning district; and
    d. If located on a public sidewalk, does not impair accessibility of the sidewalk; and
    e. Written consent to the placement of the sandwich board sign is obtained from the property owner if located on private property, or if located on a public sidewalk, from the property owner immediately abutting the section of public sidewalk on which the sign will be located. The written consent shall be submitted to the city and kept on file.

Signs attached to passenger vehicles that do not exceed three square feet in copy area.

Signs located on soda, candy, or food dispensing machines.

Signs which are necessary to protect the physical safety of the public, prevent property damage, meet constitutional due process and other requirements of law, or otherwise serve compelling governmental interests, including:

1. No trespassing, warning, traffic control, or similar signs of not more than two square feet where such signs are reasonably necessary to notify the public of the matters contained in the signs in the interests of public health and safety.
2. Legal notices posted on real property in accordance with requirements of federal, state, or local law, provided the notice shall be displayed only for the time period required by law.
3. One sign not exceeding three square feet in area per premises, bearing only property numbers, post office numbers, and names of occupants of such premises, for identification purposes only to allow emergency responders, law enforcement personnel, delivery personnel, and the general public to find the premises.
4. Signs required by any professional licensing body of the State of Florida provided that such signs do not exceed the state minimum requirements imposed by such body in any respect.

Window signs, provided that the total area of all signs does not exceed 35 percent of the total glass area of the window containing the display.

Window wraps which do not advertise a business or product.

D. *Permits.* No person shall erect, alter, repair, or relocate any non-exempt sign without first obtaining a permit for such work from the Building Official of the City of New Smyrna Beach. No permit shall be issued until the planning manager and chief building official, or designees, have determined that such work is in accordance with this LDR and all other LDRs and ordinances of the City of New Smyrna Beach and a certificate of zoning has been issued.

(1) Application for a sign permit shall be on forms provided for that purpose by the chief building official and shall contain the following information:

a. The name, address, and telephone number of the applicant, the owner of the sign, and the owner of the property on which the sign is to be located;

b. The address, if any, and legal description of the premises on which the sign is to be located;

c. A drawing to scale, in duplicate, showing the size, height, structural details, and dimensions of the sign and sign structure;

d. A drawing to scale, in duplicate, showing the position of the sign, and any other existing advertising structures, in relation to the buildings or structures on the premises and to the boundaries of the property;

e. The signatures of the applicant and the owner of the property; or in the event the owner is not available, written evidence of the owner's permission for the erection of the sign;

f. Any electrical and/or plumbing permit required for the sign;

g. For any sign which the chief building official determines may reasonably be subject to dead load, wind, or other physical threat, engineering drawings showing display area, support structure above and below ground, wind pressure specifications, and method of installation, signed and sealed by a registered engineer or architect licensed by the State of Florida in that profession;

h. Signs in the visibility triangle shall have a maximum height of 3.0 feet to allow for proper visibility.

E. *Schedule of fees.* The schedule of fees for sign permits shall be established, and periodically adjusted by city commission resolution.

F. *General provisions.* The following provisions shall apply to every sign erected in the City of New Smyrna Beach, including exempt signs:

(1) The name and address of the company or person installing any permanent sign and the name and address of the company or persons maintaining any permanent sign, the date of erection and voltage of any electrical apparatus shall be painted or printed conspicuously on every sign erected.

(2) Any light from any illuminated sign shall be shaded, shielded or directed so that the light intensity or brightness shall not affect adversely the vision for operation of vehicles in any public or private road, highway, driveway, or parking area. Such light shall not shine directly on or into any residential structure or directly onto approaching traffic. Such light shall not be visible from the public beach during sea turtle nesting season (May 1 - November 1 annually) per Volusia County Code of Ordinances, Chapter 72, Division 12, Sea Turtle Protection.

(3) All permanent signs shall be designed and constructed to withstand a wind pressure as required by the Florida Building Code.

(4) The area around the base of any ground sign shall be kept free of any rubbish or other material that might constitute a fire or health hazard. Appropriate landscaping, monument architectural detailing, and/or pole skirts around the base of the signs are required.

(5) Square footage of copy area determined by lineal feet of frontage shall be determined by measuring along the entrance side of individual stores; in the case of corner stores, additional signage may be allowed only when the same or similar façade treatment is used on both front and side; sign area is not transferable between facades.

(6) Copy area of a sign shall be based upon the surface area encompassed within any regular geometric figure which forms the information component of a sign when such sign is viewed from one direction on the adjacent right-of-way. The frame which decorates or structurally supports the copy area shall be included when calculating area. The pole associated with a pole sign shall not be included when calculating area. The entire area of a ground sign shall be used in calculating the area of a ground sign.

(7) A projecting or ground sign with sign surface on both sides shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign. The faces of ground signs may be separated, and will be construed as a single sign provided that the angle of separation does not exceed 45 degrees.

(8) Unless specifically provided otherwise, no more than a total of three non-exempt signs shall be erected or maintained per premises. The signs may be apportioned between any allowable types of sign in the district so long as the total copy area does not exceed the maximum permissible area provided herein.

(9) All signs shall be erected, altered, operated, maintained in good repair and working order, and kept free of any foreign matter, and in addition, shall be designed and installed in compliance with the requirements of the building and electrical codes of the City of New Smyrna Beach.

(10) Vintage signs that do not comply with sign regulations as outlined in this section may be removed and replaced, provided approval is obtained from the Historic New Smyrna Beach Preservation Commission.

(11) All signs shall be set back a minimum of five feet from the front property line unless specifically noted otherwise below.

(12) Ground signs.

(a) The width of the copy area of ground signs may not exceed the width of the supporting structure by more than ten percent of the width of the base. [Figure 604.12.F.12.(a)]

(b) The material used to construct a ground sign shall match or complement the construction material of the associated building.

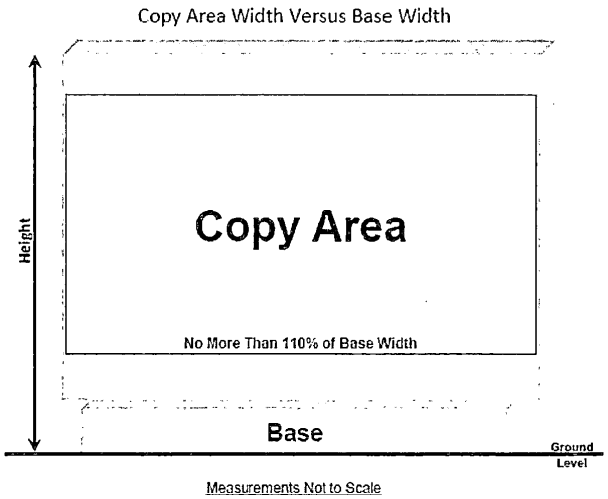

Figure 604.12.F.12.a.

G. *Sign standards.* The following sign standards shall apply in the respective zoning districts as indicated below unless more stringent regulations are included within the LDR:

(1) Signs erected upon property zoned for commercial or industrial use and designated as MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, (except for the airport industrial park), and I-4, and corridor overlay zone (COZ) zoning districts shall conform to the following:

a. *Ground signs.* Figure 604.12G.1.a.1.

1. Maximum copy area: Four square feet for each lineal foot of building structure frontage, not to exceed 48 square feet.

2. If the building has frontage on more than one right-of-way, an additional sign may be located on the second frontage. Maximum copy area: two square feet of copy area shall be allowed for each lineal foot of building structure frontage on the second right-of-way. Maximum copy area not to exceed 24 square feet. Signage copy area may not be transferred between the sign addressing the primary frontage and the sign addressing the secondary frontage.

3. No ground sign shall be erected within 50 feet of any other ground sign on the same premises. No such sign shall extend more than ten feet above ground level. Existing pole signs are considered non-conforming and are to be amortized in accordance with subsection H. below.

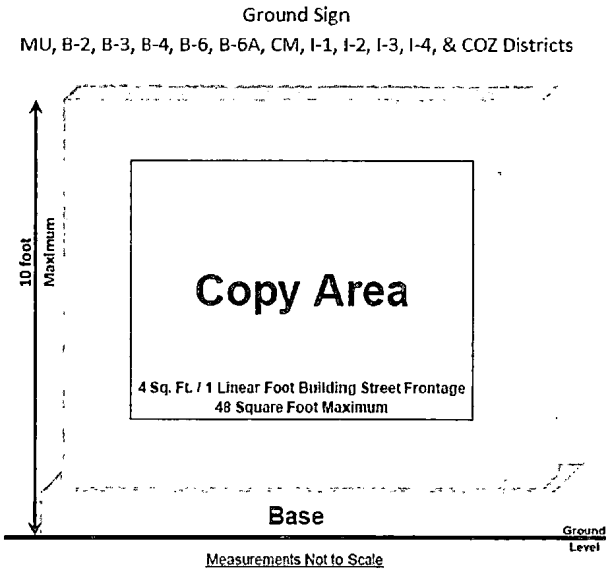

Figure 604.12.G.1.a.1.

b. *Wall signs.*

1. Maximum copy area: 100 square feet per premises.

2. Wall signs shall not project more than one foot from any wall of a building, and no such sign shall project above the roof line or parapet, whichever is higher.

3. Wall signs shall not cover, block, or obstruct any part of a window, including any part of a window within the sign perimeter, or obstruct window light or vision.

c. *Marquee signs.*

1. Shall not project more than one foot below the bottom or above the top of the vertical face of the marquee.

2. At least eight feet of clearance from the walkway grade to the bottom of the sign must be maintained.

3. May be attached underneath a marquee at a business entrance, provided the sign:

(a) Does not extend beyond the perimeter of the marquee;

(b) Does not exceed three square feet total copy area; and

(c) Does not extend below an eight foot clearance measured from the sidewalk grade to the bottom edge of the sign.

4. If the marquee sign extends over public property, it shall have a minimum clearance of nine feet from the walkway grade to the bottom edge of the sign and shall require approval from the jurisdictional authority that has the maintenance responsibility for the affected public property.

d. *Projecting signs.*

1. Maximum copy area: 32 square feet.

2. No part of any such sign shall project more than 36 inches from the wall of a building.

3. No such sign shall physically cover, block or obstruct any window or part of a window, nor obstruct window light and vision.

4. No projecting sign shall extend above the top of a parapet wall.

5. In no event shall a sign projecting over a public right-of-way project to within less than two feet of the curb line.

6. Signs shall have a clearance above the sidewalk grade of at least nine feet, or at least fourteen feet above the grade of the road, driveway or alley.

7. The owner of any sign extending over the public right-of-way shall enter into a license agreement with the city, and shall hold the city harmless from any liabilities resulting from damage to or lack of maintenance of the sign.

e. *Portable signs.* One portable sign shall be permitted one time for a business or for a shopping center whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than 30 days or until installation of the allowable freestanding sign, whichever shall occur first. The portable signs shall conform to all city codes and criteria, including but not limited to:

1. Maximum copy area: 32 square feet.

2. No more than one such sign shall be permitted for each premises.

3. Copy on signs shall be maintained in a legible condition.

4. No flashing lights of any kind permitted. External illumination confined to sign face area.

5. Portable signs shall be used on-site only.

6. A new permit must be obtained for each period of use of a portable sign. Application for a permit for a portable sign shall include:

(a) A diagram indicating the manner in which the sign will be anchored to meet the specifications outlined above;

(b) Plot plan showing that the proposed location is:

i. In accordance with intersection visibility standards outlined in this Code;

ii. Illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and

iii. Not in a required parking space.

f. *Construction site signs.*

1. One sign shall be allowed for each commercial or industrial construction project where a building permit has been obtained for the project.

2. Such signs shall be removed within 15 days after substantial construction operations have ceased, and in no event, later than the date of issuance of a certificate of occupancy.

3. Maximum copy area: 32 square feet.

g. *Development project signs.*

1. One sign for each street frontage, provided such development has been approved and is undergoing active construction and/or sale.

2. Maximum copy area: 32 square feet.

3. Maximum height: 10 feet above grade.

4. All signs shall be removed when all units are sold.

h. *Non-residential subdivision signs.*

1. One sign per vehicular entrance.

2. Maximum copy area: 40 square feet.

3. Maximum height; 4 feet above grade.

i. *Awning sign.*

1. One awning sign shall be allowed for each business.

2. Maximum copy area: One square foot per lineal foot of business unit frontage, not to exceed 50 square feet.

(2) Signs located in the B-5, planned shopping center district, or for building(s) containing two or more units in any commercial district shall conform to the following:

a. Freestanding ground signs.

1. Maximum height: 15 feet in the B-5 zoning district. Per the maximum sign height limits in other zoning district.

2. Maximum copy area:

(a) Shopping centers under 75,000 square feet: 62 square feet.

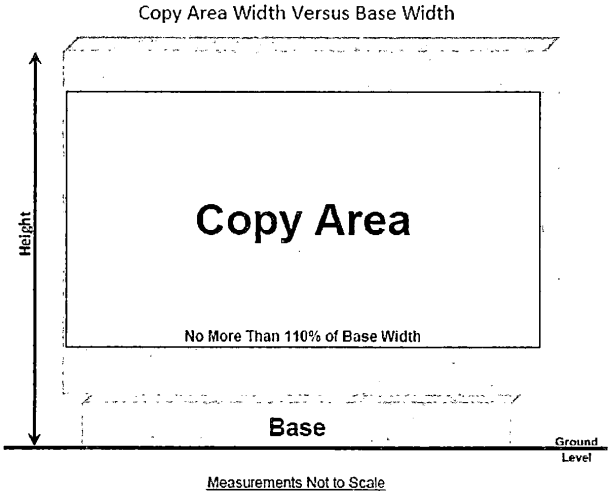

Figure 604.12.G.2.a.

(b) Shopping centers of 75,000 square feet to 250,000 square feet: 141 square feet.

(c) Shopping centers over 250,000 square feet: 157 square feet.

3. Shall be placed only adjacent to the arterial right-of-way frontage line.

4. Minimum setbacks:

(a) Five feet from the arterial right-of-way line.

(b) Fifty feet from side lot lines.

b. Individual anchor stores shall be allowed additional signs as follows:

1. Wall signs.

(a) Maximum number: 2.

(b) Maximum copy area: Two square feet of copy area per one lineal foot of store unit frontage, not to exceed 200 square feet.

2. Two signs hanging below the marquee, not to exceed three square feet of copy area and having a clearance of eight feet if hanging below the marquee. These signs shall not be calculated as any of the allowable number of wall signs.

c. Individual tenants in a shopping center or multi-tenant building, excluding anchor stores and businesses located on an outparcel shall be allowed additional signs as follows:

1. One wall sign not to exceed four square feet of sign area per one lineal foot of store frontage, not to exceed 100 square feet.

2. One sign hanging below the marquee not to exceed three square feet of copy area and having a clearance of eight feet.

d. Individual businesses located on an outparcel shall be allowed any combination of signs as indicated in section 604.12 G.(1) above.

(3) Signs located in office or industrial parks shall conform to the following:

Office and/or industrial parks shall be allowed one freestanding sign as detailed below:

a. Office or industrial parks having less than 50 acres: (Figure 604.12.G.3.a.)

1. Maximum copy area: 40 square feet.

2. Maximum height: 8 feet.

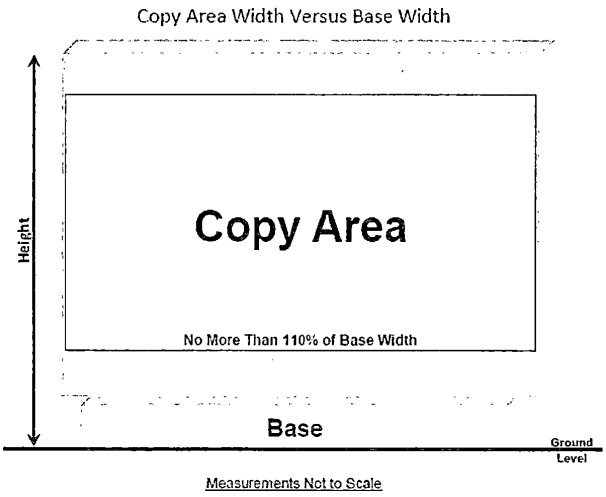

Figure 604.12.G.3.a.

b. Office or industrial parks having 50 to 100 acres:

1. Maximum copy area: 40 square feet.

2. Maximum height: 10 feet.

c. Office or industrial parks having more than 100 acres:

1. Maximum copy area: 80 square feet.

2. Maximum height: 10 feet.

d Individual businesses within an office or industrial park shall comply with the sign regulations as indicated in section 604.12 G.(1) above.

e. Signs in the airport industrial park. In the event there exists a conflict between the sign regulations and I-3, industrial park sign requirements, then I-3, industrial park sign requirements shall control. No sign shall be erected or maintained within the airport industrial park except in conformity with the following:

1. Signs visible from the exterior of any building may be lighted, but no signs or any other contrivance shall be devised or constructed so as to rotate, gyrate, blink or move in any animated fashion. Because of location near airport property, the upward reflection of ground level floodlight fixtures to illuminate facings of signs would be hazardous to aircraft traffic, and therefore ground level floodlighting is not permitted.

2. All signs attached to the building shall not project more than one foot from any wall of a building, nor project above the roof line or parapet, whichever is higher.

3. Only one single-faced or doubled-faced sign shall be permitted per street frontage. No sign or combination of signs shall exceed one square foot in area for each 600 square feet of total site area. However, no sign shall exceed 200 square feet in area per face. An additional 20 square feet shall be allowed for each business conducted on the site.

4. A sign advertising the sale or lease of the site shall be permitted in addition to the other signs listed in this section where a site is actively listed for sale or lease. Said sign shall not exceed a maximum area of 32 square feet.

5. No ground signs, except those at entranceways to the park, shall exceed four feet above grade in vertical height. Also, ground signs in excess of 100 square feet in area (single face) shall not be erected in the first 20 feet, as measured from the property line of any street side setback area.

6. The following definitions shall apply for interpretation of paragraph e. and all subparagraphs thereunder. Single-face sign shall mean a sign with lettering or symbols on one side. Double-face sign shall mean a sign with lettering or symbols on two sides. Fixture sign shall mean a sign including letters and/or symbols, constructed of suitable materials and permanently affixed to the exterior wall of a building.

7. Wall signs shall be fixture signs; signs painted directly on the surface of a wall shall not be permitted.

8. A wall sign with the individual letters applied directly shall be measured by a rectangle around the outside of the lettering and/or the pictorial symbol and calculating the area enclosed by such line.

9. One sign during construction shall be permitted upon the commencement of construction not exceeding 32 square feet, but must be removed immediately upon completion of construction.

(4) Signs located on residentially zoned property shall conform to the following:

a. Subdivisions.

1. One sign per main vehicular access to the subdivision:

2. Maximum copy area: 60 square feet.

3. Maximum height: Four feet above the nearest adjacent road grade.

b. Multi-family residential developments:

1. Ground signs:

(a) One ground sign for each street frontage.

(b) Maximum copy area: 30 square feet.

(c) Maximum height: 8 feet above the nearest adjacent road grade.

2. Wall signs.

(a) One wall sign shall be permitted on one of the buildings located within a multi-family development.

(b) Maximum copy area: one square foot per each foot of building height, or one square foot per each unit, whichever is less. Maximum sign area not to exceed 100 square feet.

(c) Maximum height of the channel letters is two feet.

3. All residential developments are allowed one sign not to exceed 32 square feet during construction, which must be removed upon completion of the project.

4. All residential developments are allowed one additional sign not to exceed 32 square feet in area as long as residential units are available for sale or lease within the development.

(5) House of worship shall conform to the following: Any house of worship or related property is allowed the following signage:

a. One freestanding sign.

1. Maximum copy area: 32 square feet.

2. Maximum height: 6 feet above grade.

b. One wall sign.

1. Maximum copy area: 32 square feet.

(6) Temporary signs districts shall conform to the following: Temporary signs, including banners, yard signs, feather signs and other signs of nonpermanent construction may be erected for temporary periods as follows:

a. Temporary signs, whether one or the maximum number allowed, may be displayed on any premises for a maximum of 100 days during any 12-month period. Where a use has two or more contiguous "premises" as defined in this LDR due to street frontage in excess of 250 feet, the combined premises shall be treated as one for this purpose.

b. In residential districts, a maximum of ten temporary signs may be displayed on each premises. No temporary sign shall exceed three square feet.

c. In nonresidential districts, temporary signs with a total sign area not exceeding 32 square feet for each 100 feet of street frontage or part thereof may be displayed on each premises. Temporary signs exceeding six square feet in area shall be set back five feet from the front property line and 25 feet from the side property line, and have a maximum height of ten feet. No temporary sign shall exceed 32 square feet.

d. Commercial buildings over 35 feet in height located in a B-6 Medical-Professional zoning district west of the Intracoastal Waterway may display temporary wall banners with a total wall banner area not exceeding 100 square feet for each 100 feet of street frontage. Temporary wall banners shall be allowed only on building facades that are set back at least 50 feet from the property line. No single temporary wall banner sign shall exceed 250 square feet in area. Temporary wall banners may be displayed on the premises for a maximum of 60 days during any 12-month period. A permit is required for these temporary wall banners and only one permit will be allowed in any 12-month period. The temporary wall banners provided for in this section 604.12G(6)d. are expressly prohibited for single or multi-family residential dwellings, hotels, motels, assisted living facilities, and condos.

e. In nonresidential districts, a maximum of two feather signs can be displayed on each premises for a total of 15 days during any 12-month period. Each feather sign shall be setback five feet from the front property line and 25 feet from side property lines.

(7) Signs located at bed and breakfast homes, adult living facilities, nursing homes, public and private schools, and private and semi-public clubs located within residentially-zoned areas and non-residential uses within the RA zoning district shall conform to the following:

a. Ground signs.

1. Maximum copy area: 32 square feet.

2. Maximum height: 8 feet.

3. Materials and illumination. Must utilize indirect lighting to illuminate only the sign face.

(8) Electronic message centers. Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S. 1, except for properties with direct frontage on the east side of U.S. 1, regardless of zoning. Electronic message center signs may also be permitted in other locations through a public or semi-public use permit. Additionally, electronic message centers shall conform to the following requirements:

a. Minimum separation between electronic message center signs is 600 linear feet on the same side of the street unless approved by the planning manager based on visibility needs.

b. Electronic message center signs must not face property zoned for single-family residential uses.

c. Electronic message center signs shall be prohibited within local designated historic districts or national registered historic districts or facing a local designated historic district or a national registered historic district if the electronic message center sign will be within 200 feet of the historic district.

d. The maximum light emanation from an electronic message center sign shall be no greater than .3 foot-candles, measured 200 feet from the sign.

e. Every electronic message center shall be equipped with an automatic dimmer device.

f. All electronic message centers shall comply with the appropriate city sign and other regulations.

g. Any malfunctioning electronic message centers must be turned off or display a blank screen until repaired.

h. All electrical equipment shall be UL listed.

i. All power to an electronic message center shall be supplied via underground carrier, inside approved conduit, and shall be installed according to the city electrical requirements.

j. All electronic message centers shall be kept in good operating condition and maintained with good external appearance.

k. Electronic ~~c~~copy areas cannot change more than once every eight seconds.

l. Electronic copy areas cannot flash, scroll or display any type of motion or animation.

m. Electronic copy areas cannot exceed eight square feet regardless of the size overall size of the sign.

n. Electronic message centers and their copy areas are only permitted on ground or monument signs.

(9) Additional signage on properties subject to active listing for sale or lease. Additional signs may be erected on properties subject to active listing for sale or lease in accordance with the following criteria:

a. Exempt signs: The following additional signs may be erected without a permit:

1. One sign not exceeding six square feet in area may be erected for each street or water frontage adjoining the parcel of property offered for sale, lease, or rent.

2. A maximum of three "add-on" or "rider" signs may be attached to each exempt additional sign, provided the total area of all "add-on" or "rider" signs does not exceed five square feet and provided that no "add-on" or "rider" sign exceeds the width of the exempt additional sign.

3. Minimum setbacks: Ten feet from side property lines and two feet from public right-of-way lines.

b. Non-exempt additional signs may be erected on property zoned C, RC, FR, R, A-1, A-2, MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, I-4, PUD, and COZ provided a permit is obtained and the additional signs conform to the following:

1. Maximum size: 32 square feet.

2. Maximum number of signs: One per each street or water frontage for each premises.

3. Minimum setbacks: five feet from any adjacent right-of-way, except where the applicant demonstrates that existing vegetation or other obstructions would preclude compliance with the five-foot setback.

c. Non-exempt additional signs may be erected on property zoned RA, RE, R-1, R-2, R2-A, R-3, R3-A, R3-B, R-4, R-5, R-6, MH-1, and MH-2, provided a permit is obtained and the additional signs conform to the following:

1. Maximum size: 16 square feet.

2. Maximum number of signs: one per each street and/or water frontage for each premises.

3. Minimum setbacks: Five feet from all property lines.

d. Visibility requirements: All additional signs allowed pursuant to this paragraph (9) shall be located outside the required visibility areas at the intersections of rights-of-way and outside the required visibility areas on waterfront parcels with the exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt sign or one non-exempt sign may be placed at the approximate mid-point of the water frontage.

(10) Flags in addition to exempt flags shall conform to the following:

a. Maximum number: Two flags per premises.

b. Flags shall be mounted on a single flag pole or separate flag poles installed either on the building or adjacent to (within 15 feet) the building.

c. No single flag shall exceed 40 square feet in area, and the aggregate size of all flags shall not exceed 72 square feet.

d. For the purpose of determining the size of a flag, only one side of the flag shall be counted as display surface.

e. Flags do not count in determining the maximum number of signs permitted.

(11) Signs in the New Smyrna Beach National Register of Historic Places Historic District and the Coronado National Register of Historic Places Historic District. Signs in the New Smyrna Beach National Register of Historic Places Historic District and the Coronado National Register of Historic Places Historic District that meet all other signage regulations may additionally be of the following types:

a. Dual Pole Sign up to six (6) feet in height and a maximum copy area of 24 square feet consisting of two structural poles supporting the copy area between the poles. (Figure 604.12.G.(12)a.)

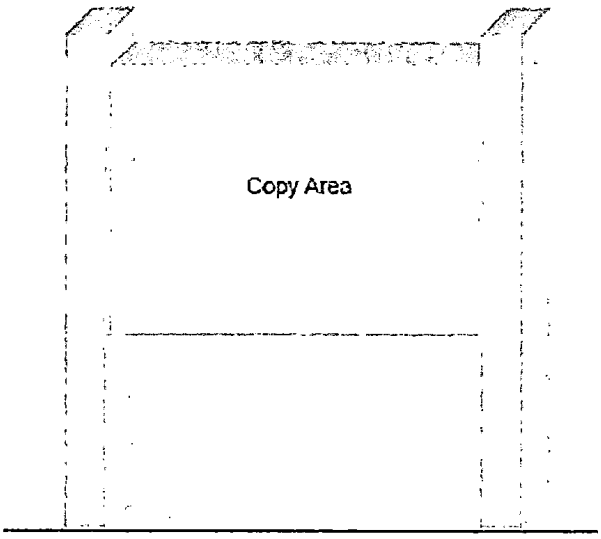

Figure 604.12.G.11.a.

b. Offset monopole sign up to six (6) feet in height, and a maximum copy area of 24 square feet consisting of one structural pole with the copy area offset entirely to one side of the pole, either attached to the pole or a single horizontal cross-bar. (Figure 604.12.G.(12)b.)

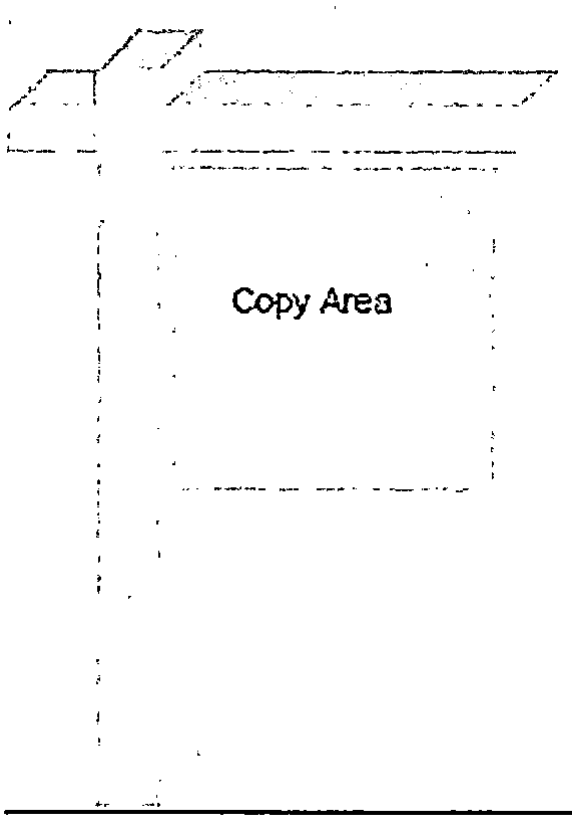

Figure 604.12.G.11.b.

H. *Non-conforming signs.*

(1) *Amortization of non-conforming signs.* Any existing sign which is in violation of this LDR, after the effective date of this LDR shall be deemed a non-conforming sign. Such signs may be continued subject to the following requirements:

a. No non-conforming sign shall be altered, moved, or changed in any way except in full compliance with the terms of this LDR. This provision shall not apply to the changing of temporary copy on changeable copy signs or the painting or altering of copy area to restore the original sign appearance.

b. The non-conforming sign provision shall apply to repairs necessary to maintain a sign, in good working order. The cost of such repairs may not exceed 25 percent of the cost of materials which would be necessary to construct, in all other respects, an identical conforming sign on the same site. Such costs shall be determined by the chief building official.

c. All existing, non-vintage designated pole signs are subject to the ~~shall be removed by November 29, 2025. The~~ following conditions ~~apply~~:

1. No face changes are permitted on existing non-vintage designated pole signs after November 29,2023.

2. Existing non-vintage designated pole signs shall be removed after November 29, 2024 for a change of use, activation of a terminated use, change of tenant, or change of ownership.

Face change-outs for pole signs shall be permitted prior to November 29, 2023, provided the replacement complies with subsection "d" below ~~and provided the pole sign is replaced with a conforming sign by November 29, 2025.~~ :

d. Notwithstanding the time periods for amortization of non-conforming signs set out above, no non-conforming sign of any kind or type shall be allowed to remain if:

1. The sign is determined to be structurally unsound.

2. Cosmetic changes to the sign are valued in excess of 25 percent of the cost of materials that would be necessary to construct a sign identical to the nonconforming sign.

3. Repairs required to keep the sign in good working order exceed 25 percent of the cost of materials that would be necessary to construct a sign identical to the nonconforming sign.

e. Notwithstanding any other provision in this LDR, if any nonconforming sign, other than a pole sign, is destroyed by more than 50 percent of its replacement value, through an accident, act of God, or intentional act not caused by the person responsible for said sign, then the sign may be reconstructed and rebuilt and utilized for the balance of the amortization period then left.

(2) Non-conforming signs shall be removed or made to conform with this LDR within the time periods set out below or upon deterioration to the point specified below:

a. The following types of signs shall be removed or made to conform within 60 days after the effective date of this LDR:

1. Beacon light signs.

2. Flashing signs.

3. Moving signs.

4. Snipe signs.

5. Trailer/mobile signs.

6. Traveling light signs.

7. Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devises or directional information or warning signs erected or maintained by any public body or any railroad, public utility or similar body.

8. Private signs placed on public property, except as expressly permitted by the appropriate public body.

9. Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediately surrounding area.

10. Signs attached to passenger vehicles exceeding three square feet.

11. Signs which in any way obstruct or block any fire escape, window or door, or which are attached to any fire escape or ventilation device.

12. Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the city limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, or CM zoning districts; 2) signs complying with the exemption provision of this LDR; and 3) signs expressly permitted by the provisions of this LDR.

b. The following types of signs prohibited by this LDR shall be removed within one year after the effective date of this LDR [Ord. No. 108-11 effective November 29, 2011]:

1. Billboards.

2. Off-site signs, unless said sign is an off-site directional sign as defined herein.

c. The following types of signs prohibited by this LDR shall be removed within one year after the effective date of this LDR [Ord. No. 33-18 effective June 12, 2018]:

1. Off-site directional signs.

(3) Removal of signs. The chief building official shall have the responsibility to enforce the provisions of this LDR.

a. If any property owner fails to comply with this LDR by failing to remove an unlawful sign, a sign for which the amortization period applicable to the sign has lapsed or a sign which has deteriorated beyond the point set forth in subsection (1)d. above, the code enforcement officer shall send a notice of violation by certified mail, return receipt requested, to the owner of the property at the address shown on the latest consolidated county tax rolls. If the notice is returned unclaimed or otherwise undelivered, a true copy of such notice shall be posted on the subject property for ten consecutive days. The notice shall contain the name and address of the owner as shown on the tax rolls, the legal description of the property, the time in which the owner shall abate the nuisance, not less than 30 days, and have attached a photocopy of the relevant provisions of this LDR.

b. Any owner aggrieved by any action taken by the city under this LDR may appeal such action to the city commission.

c. If no action has been taken regarding a notice of violation by the owner of the property involved within 60 days after service of the notice, or the last day of posting on the property, and no appeal has been taken, the code enforcement officer shall request approval of the code enforcement board to remove the sign and after obtaining such approval, shall cause the sign to be removed. The reasonable cost of such removal is hereby assessed against the property involved and declared to be a lien on such land in accordance with state law. Such liens may be foreclosed by the city as provided by law.

(4) Signs visible from interstate or Federal Aid Primary Highway System; harmony of regulations.

a. The removal provisions of this LDR shall not apply in the case of outdoor advertisements or advertising structures visible from roads or highway systems to the extent that such removal is preempted by the state. This shall not affect the duty of sign owners to remove the signs under this LDR nor shall it affect the authority and responsibility of the city to enforce this LDR through other appropriate means, including referral for criminal prosecution.

b. This LDR shall be construed to be in harmony with Florida Statutes. In cases where local authority is preempted by the state, or where a question arises regarding such preemption, it shall be the responsibility of the chief building official to coordinate with the state to insure that state regulation and enforcement is pursued to the fullest extent.

(5) Vintage sign designation.

a. Applications for the designation of vintage signs shall be reviewed and approved by the Historic New Smyrna Beach Preservation Commission at a public hearing in accordance with the following criteria:

1. The sign must be a least 30 years old at the time of application; and

2. The sign is in good structural and working condition; and

3. The sign meets two or more of the following criteria:

(a) The sign is one that demonstrates a past style of architecture; an example of technology, craftsmanship or design of the period when it was constructed, (e.g. satellite signs, roto-spheres, donut signs, clock signs, paint can signs, opal glass signs, retro pole signs, neon signs, character signs, etc.).

(b) The sign uses historic sign materials or means of illumination (e.g. exposed integral incandescent lighting, or exposed neon lighting).

(c) The sign has retained the majority of its character-defining features (i.e. materials, technologies, structure, colors, shapes, symbols, text, typography, and/or artwork) that have historical significance, are integral to the overall sign design, or convey historical or regional context.

(d) The sign exemplifies the cultural, economic, and historic heritage of the city.

(e) The sign exhibits aesthetic quality, creativity or innovation.

(f) The sign is unique, was originally associated with a local business or local or regional chain, there is academic research, including, but not limited to, sign industry journals, articles or books to support its significance, or it is a surviving example of a once common sign type that is no longer common.

b. If character-defining features have been altered or removed, the majority of these features shall be restored to their historic function and appearance upon approval of the sign as vintage.

c. An applicant may appeal the decision of the Historic New Smyrma Beach Preservation Commission to the city commission by filing a notice of appeal with the city clerk within 30 days of written rendition of the decision.

I. *Variances.* Variances to the requirements of this LDR may be granted by the planning and zoning board only where a literal enforcement of the provisions of this LDR would result in substantial practical difficulty or unnecessary hardship or difficulty which might be suffered by the owners of that property. Variances shall be granted only in accordance with the procedures and criteria set out in the city land development regulations.

J. *Penalties.* Violations occurring on public property shall be issued a trespassing citation, fines for which are set by the city code of ordinances. Violations occurring on private property may be issued a code citation per F.S. ch. 162, and may be cited to appear before the code enforcement board; additionally, violations must come into compliance as determined by the code enforcement officer.

604.13. *Outdoor lighting.*

A. *General requirements.*

(1) All developments shall provide outdoor lighting in the parking area and yard areas. No such lighting is required for single-family residential lots.

(2) The locations of the lighting shall be indicated on a site plan and shall be approved by the city planner and city police chief.

(3) All lights shall have shielded nonglare fixtures. Notwithstanding this provision, lights within the boundary of the Community Redevelopment District (said boundary as defined in Ordinance No. 22-85) that are nonshielded and are not nonglare shall be allowed provided:

a. The installation or operation of said lights does not violate either the city's or county's sea turtle protection ordinances; and

b. Lights located within 20 feet of residentially used or zoned property shall have:

1. A pole height (excluding globe) no greater than 12 feet above grade;

2. Shielding to the extent necessary to prevent illumination of surrounding residentially used or zoned property; and

3. Shall be nonglare;

4. Shall have an internal optical refractor system to limit illumination of adjacent residentially used properties.

B. *Outdoor lighting in beach areas.*

Editor's note(s)— This subsection (B) on sea turtle lighting protection has been repealed by Ord. No. 52-99 adopted on Sept. 28, 1999, which ordinance authorizes Volusia County to administer the county's sea turtle lighting protection program within the city limits.

Editor's note(s)—Ord. No. 35-11, § 5, adopted June 28, 2011, renumbered former subsection 604.15 as subsection 604.13, as set out herein.

604.14. *Street paving waivers.* Street paving waivers may be approved by the city commission on a case-by-case basis, based upon the merits of the project, the character of the surrounding neighborhood, and the estimated city maintenance costs over ten years. applications shall be made using the form prepared by the planning department and shall be accompanied by a $250.00 filing fee.

(Ord. No. 14-01, § 1, 2-28-2001; Ord. No. 03-01, § 1, 1-23-2001; Ord. No. 52-01, § 1, 9-18-2001; Ord. No. 58-01, § 1, 3, 4, 10-9-2001; Ord. No. 10-02, § 1, 2-26-2002; Ord. No. 38-02, § 1, 8-27-2002; Ord. No. 44-02, § 1, 8-24-2002; Ord. No. 27-04, § 1, 5-25-2004; Ord. No. 09-05, § 1, 1-5-2005; Ord. No. 42-05, § 1, 5-10-2005; Ord. No. 101-05, § 1, 9-25-2005; Ord. No. 65-06, § 1, 8-8-2006; Ord. No. 01-07, § 1, 1-23-2007; Ord. No. 35-07, § 1, 3-13-2007; Ord. No. 37-07, § 1, 4-10-2007; Ord. No. 99-07, § 1, 1-8-2008; Ord. No. 26-08, § 1, 4-8-2008; Ord. No. 37-08, § 2, 8-26-2008; Ord. No. 45-08, § 2, 10-28-2008; Ord. No. 72-08, § 4, 12-9-2008; Ord. No. 18-09, § 1, 4-14-2009; Ord. No. 06-10, § 1, 2-23-2010; Ord. No. 29-10, § 1, 6-8-2010; Ord. No. 35-10, § 1, 9-14-2010; Ord. No. 59-10, § 1, 12-14-2010; Ord. No. 63-10, § 1, 12-14-2010; Ord. No. 01-11, § 1, 2-8-2011; Ord. No. 12-11, § 1, 4-12-2011; Ord. No. 35-11, §§ 1, 5, 6-28-2011; Ord. No. 38-11, § 4, 6-28-2011; Ord. No. 76-11, § 1, 9-13-2011; Ord. No. 103-11, § 1, 10-25-2011; Ord. No. 108-11, §§ 2, 3, 11-29-2011; Ord. No. 23-12, § 1, 2-28-2012; Ord. No. 73-12, § 1, 9-11-2012; Ord. No. 37-13, § 1, 6-11-2013; Ord. No. 193-13, § 1, 10-8-2013; Ord. No. 28-15, § 1, 3-24-2015; Ord. No. 96-15, § 1(Exh. A), 11-17-2015; Ord. No. 56-16, § 1, 9-27-2016; Ord. No. 57-17, § 1, 8-22-2017; Ord. No. 33-18, § 1(Exh. A), 6-12-2018; Ord. No. 50-18, §§ 1(Exh. A), 2(Exh. B), 9-25-2018; Ord. No. 09-19, §§ 2, 3, 4-2-2019; Ord. No. 26-19, § 1, 6-11-2019; Ord. No. 46-19, § 2, 8-27-2019; Ord. No. 74-19, § 2, 12-10-2019; Ord. No. 73-20, § 1, 8-11-2020; Ord. No. 04-21, § 1(Exh. A), 1-26-2021; Ord. No. 11-21, § 1, 4-13-2021; Ord. No. 31-21, § 1, 8-24-2021; Ord. No. 54-21, § 1, 12-14-2021; Ord. No. 53-22, § 1, 9-13-2022)

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 42-25 LDR Sign Code Update

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 41-25 revises the sign code to add definitions, and revises regulations related to electric message center signs and pole signs.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Previous regulations mandated the removal of pole signs by a date certain. This amendment provides more time for those who have not come into compliance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Approximately, 145 businesses.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 41-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE II, DEFINITIONS, SECTION 205.00, SIGN REGULATIONS DEFINITIONS, TO ADD ADDITIONAL DEFINTIONS; AMENDING ARTICLE VI, DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS, SECTION 604.12, SIGNS, TO REVISE REGULATIONS RELATED TO POLE SIGNS, BANNERS, FEATHER SIGNS, AND ELECTRONIC MESSAGE CENTERS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, has requested administrative text amendments to the Land Development Regulations to provide for additional definitions related to signs and to revise regulations related to pole signs, banners, feather signs, and electronic message centers; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on May 7, 2025, by a vote of 7-0, recommended that the City Commission approve the text amendments; 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 II, Definitions, Section 205.00, Sign Regulations Definitions, is hereby amended to read as follows: **(Note: Deletions from text are indicated by ~~strikeout~~, additions to text are indicated by underline, and omissions in text are indicated by [...].)**

ARTICLE II DEFINITIONS

...

205.00 Sign regulations definitions.

The following definitions shall apply to [sub]section 604.12 of this LDR:

Advertising message. The letters and graphics on a sign intended to directly or indirectly promote the sale or use of a product, service, commodity, entertainment, or real or personal property.

Altering. Changing a sign to the extent that the structural components of the pole or copy area is replaced, repaired, or changed so that the shape, size, or appearance of the sign is different than previously. Painting a sign, rearranging letters or replacing the plastic copy area without any structural or frame changes shall not constitute altering.

...

Erect. To build, construct, attach, hang, place, suspend or affix, and shall include the painting of wall signs.

Height of sign. The vertical distance measured from the lowest grade adjacent to the sign extending to the topmost portion of the sign structure, including any frame, embellishment or other type of upward extension from the sign. Any filling, berming, mounding, or excavation solely for the purpose of increasing the height of the sign is prohibited.

Location. Any lot, premises, building, structure, wall, or any place whatsoever upon which a sign is located.

...

Premises. A parcel or lot of property, or any combination of parcels or lots, on which a business or residential use is located; except that in the case of a business having in excess of 250 feet of continuous road frontage each 250 feet of road frontage shall constitute one premise for the purpose of this LDR. For example: a new car dealership with 500 feet of road frontage would constitute two premises for the purpose of this LDR.

Public art. Any originally produced artistic medium which is outdoors and accessible to the general public and does not contain advertising or logos. Public art commonly takes the form of murals and sculptures that can withstand exposure to atmospheric elements.

Public body. Any government or governmental agency of the City of New Smyrna Beach, Volusia County, the State of Florida, or the United States.

...

Sign. Any surface, fabric, device or display, designed to advertise, inform, identify, or to attract the attention of persons not on the premises on which the [device] or display is located.

A sign shall be construed to be a single display surface or device containing elements organized, related, and composed to form a single unit. In cases where material is displayed in a random or unconnected manner, or where there is reasonable doubt as to the intended relationship of such components, without organized relationship of such components, each component or element shall be considered to be a single sign.

A projecting or ground sign with sign surface on both sides of such sign shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign.

For purposes of this LDR, the term "sign" shall include all structural members. A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. This definition shall not include bumper stickers on cars.

Within the sign definition are the following sign types:

(a) *Abandoned sign.* See "Discontinued sign."

(b) *Animated sign.* Any sign or part of a sign, including the advertising message, which changes physical position by any means of movement including, but not limited to, light projections, scrolling, fading, and flashing displays.

(c) *Awning sign.* A sign located on the vertical face of an awning~~.~~, painted onto or adhered to a marquee or awning type structure constructed of an open frame covered by fabric, vinyl, plastic, metal, or similar material. Awning sign shall include canopy sign.

(~~b~~d) *Banner signs.* A~~ny sign~~ temporary sign made of weather-resistant cloth or other light-weight material, intended to be hung, either with or without frames, possessing characters, letters, illustrations, or ornamentations applied to paper, plastic, or fabric of any kind, including such signs stretched across or hung over any public right-of-way. Flags shall not be considered banners for the purpose of the article.

(e) *Beacon light sign.* Any sign or device which includes any light with one or more beams, capable of being directed in any direction or directions, or capable of being revolved automatically.

(~~d~~f) *Bench signs.* A sign located on any part of the surface of a bench or seat placed on a public right-of-way or other public area.

(eg) *Billboard:* An outdoor sign which advertises a firm, organization, goods, products, or services which are not located on the same premises as the sign, and that is sold, rented, owned, or leased for the display of advertising messages.

(~~f~~h) *Changeable copy sign:* A sign that is designed so that characters, letters, or illustrations can be changed or rearranged either manually or mechanically.

(i) *Discontinued sign.* Any sign located on a property or building that is vacated, no longer has a valid certificate of occupancy or business tax receipt, no longer has an active utility service account or displays a blank sign for a period of one hundred eighty days or longer shall be considered a discontinued sign.

(gj) *Electronic message center~~:~~.* A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix.

(k) *Exempt sign.* Signs as set forth within section 604.12 (c), which are exempt from certain requirements of this chapter.

(l) *Fading.* Fading refers to the gradual transition effect where one message, image, or background on an electronic reader board slowly becomes visible (fades in) or invisible (fades out), as opposed to a static message.

(m) *Feather sign, teardrop sign or feather flag.* A form of temporary sign composed of durable lightweight fabric with a sturdy frame enclosing only a portion of the material's edge so that it can remain upright and still be flexible in the breeze, generally shaped to be tall and narrow when affixed into the ground or other bottom support, affixed to a pole which is located outdoors and contains language for advertisement, greeting or similar messaging purposes, which is activated by the wind and is used by businesses or organizations to promote events, products or services.

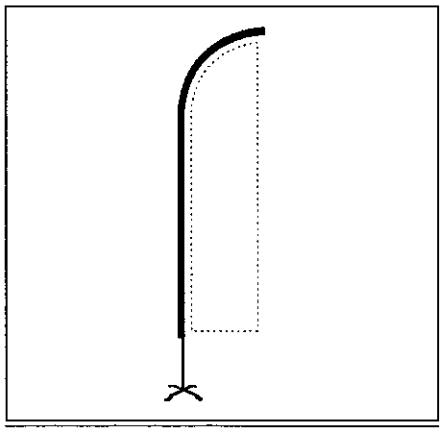

Figure 205.00.l

(~~h~~n) *Flag.* ~~A~~Typically, a rectangular or square device made of cloth, plastic, or natural or synthetic fabric, with or without characters, letters, illustrations, or ornamentation applied to the surface, typically attached to a pole on one side and ~~which is~~ designed to move in the wind on the opposite side. For purposes of this article, flags are defined separately from moving signs, feather signs, and banners.

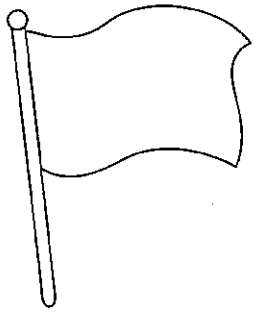

Figure 205.00.m

(~~i~~o) *Flashing sign.* Any sign with a ~~lighting device or devices which go on and off alternate-ly~~rapid, repeated appearance and disappearance of text, graphics, or background lighting on an electronic reader board or digital sign, creating a strobe-like or blinking effect as opposed to a static message. For the purposes of this code, any graphic or message on an electronic reader board that changes faster than once every eight seconds shall be considered a flashing sign.

(~~j~~p) *Ground sign, ~~or freestanding sign~~, or monument sign~~:~~.* A sign where the foundation and supporting structure are visually an integral part of the sign creating a continuous form from the ground to the top of the sign. A type of sign placed upon the ground independent of support from the face of a building that generally has greater width than height and typically constructed of a solid material such as wood, masonry or high-density urethane.

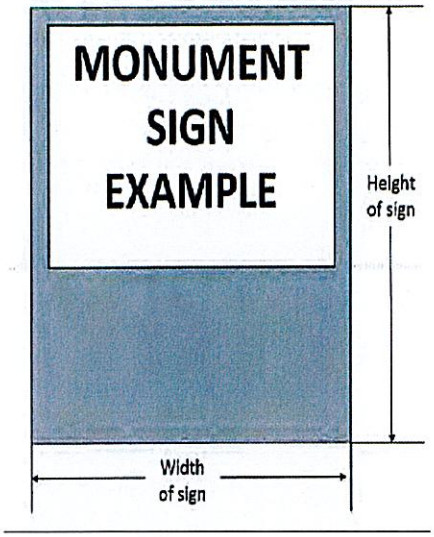

Figure 205.00.o

(~~k~~q) *Illuminated sign.* Any sign illuminated in any manner by an artificial light source.

(~~l~~r) *Integral sign.* Signs or tablets cut into any masonry surface or constructed of bronze or other non-combustible materials in the form of a plaque mounted on the side or face of a building, bench, or other permanent structure.

(~~m~~s) *Marquee sign.* Any projecting sign attached to and made a part of a marquee. A marquee is defined as a permanent roof-like or awning type structure projecting beyond and supported by a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against the weather.

(~~n~~t) *Moving sign:* A fluttering sign or a balloon type sign that is filled with air or a lighter than air gas, including wind operated devices. All balloons (including plastic or reusable balloons and balloon clusters, and all inflatables), dirigibles, airships, and kites located on, or tethered to, commercial property, or for the purpose of advertising a business or profession, are moving signs within the meaning of the land development regulations. The items enumerated in the preceding sentence are moving signs even if no advertising appears on the item. Dirigibles and airships at airports shall not be moving signs within the meaning of the land development regulations.

(~~o~~u) *Nonconforming sign.* Any sign which does not conform to the regulations of this Ordinance.

(~~p~~v) *Off-site sign:* Any sign located on property other than the premises to which the sign relates.

(~~q~~w) *Pennants* shall include the terms "ribbons" and "streamers" and shall mean pieces of cloth, flexible plastic, or other flexible material, intended to attract attention because of their bright colors and/or flapping caused by action of the wind, commonly strung in series along a line. This term includes a single pennant, ribbon, or streamer, or a series of such pennants, ribbons, or streamers, but shall not include flags as defined herein.

(~~r~~x) *Pole sign.* Any freestanding sign that does not meet the definition of ground or portable sign. These signs are composed of the sign cabinet or base and the sign pole or pylon by which it connects to the ground.

(~~s~~y) *Portable sign.* A sign that is mounted on a trailer or trailer-like chassis which is capable of being moved on wheels, legs, or skids as an entire unit, but is placed temporarily in one location as outlined in section 604.12. Signs pulled behind a vehicle for the purpose of mobile advertising are not considered portable signs (see trailer signs).

(~~t~~z) *Projecting sign.* Any sign other than a wall sign affixed to any building or wall, any edge of which, extends more than 12 inches beyond such building or wall.

(~~u~~aa) *Roof sign.* Any sign erected or constructed wholly upon and over the roof of any building and supported solely on the roof structure.

(bb) *Scrolling.* An action of horizontal or vertical movement of letters, text, or graphics across an electronic reader board or digital display, typically used to display information sequentially when it does not fit on a screen all at once. This motion creates a visual effect of content "rolling" into or out of view as opposed to a static message.

(~~v~~cc) *Shingle sign.* A projecting or wall sign not over one and one-half square feet in area.

(~~w~~dd) *Snipe sign.* Any sign of any material whatsoever ~~that is attached in any way to a utility pole, tree, or any object located or situated on public or private property, or any temporary sign placed in the right-of-way.~~ that is temporary, tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or to other objects. They are commonly placed in the ground with metal or plastic stakes. Snipe signs are also commonly seen in the public right-of-way or placed on private property near the public right-of-way.

(ee) *Static message.* Any message in the form of text, image, or graphic displayed on an electronic reader board that remains fixed and unchanging on the screen for a specified period, without any movement, animation, fading, or flashing effects.

(~~x~~ff) *Temporary sign.* ~~Any sign or advertising display intended for temporary use and designed and constructed in accordance with this intention.~~ A sign intended to be displayed for a transitory or temporary period and not intended for use in a permanent nature. Any sign not permanently embedded in the ground or not affixed to a building or sign structure that is permanently embedded in the ground shall be considered a temporary sign, unless otherwise specified in this chapter. Temporary signs shall include, but not be limited to, all banners, yard signs, and feather signs regardless of how they may be affixed to a building or structure or embedded in the ground.

(~~y~~gg) *Trailer/mobile sign.* Any sign placed on a vehicle or on a trailer attached to a vehicle that projects more than one inch and that is displayed on public rights-of-way as a mobile sign, not intended to be permanent and not in compliance with the definition of portable sign or temporary sign.

(~~z~~hh) *Traveling lights sign.* Any sign which includes a series of lights, or lighting device, which appears to move or travel in automatic sequence on the display surface of the sign.

(~~aa~~ii) *Vintage sign.* Any sign 30 years old or older that is designated as such by the Historic New Smyrna Beach Preservation Commission.

(~~bb~~jj) *Wall sign.* Any sign containing one advertising surface other than a projecting sign that is attached to and erected parallel with the face of any building wall, any edge of which extends beyond such building wall.

(~~ee~~kk) *Window sign.* Any sign placed inside or upon a window facing the outside and which is intended to be seen from the exterior.

(ll) *Yard sign.* A portable, lightweight, temporary sign also known as lawn signs, bandit signs, placards, and road signs, among other names. They are temporary in nature, typically inserted into the ground with a metal frame and easily moved from one location to another.

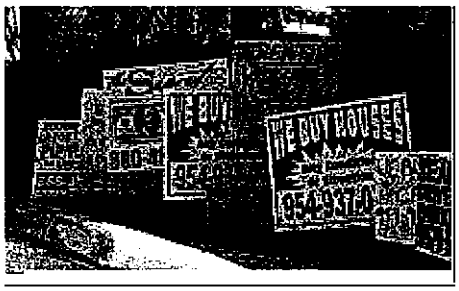

Figure 205.00.ii

SECTION 2. ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VI, Development Design and Improvement Standards, Section 604.12, Signs, is hereby amended to read as follows: **(Note: Deletions from text are indicated by ~~strikeout~~, additions to text are indicated by underline, and omissions in text are indicated by [...].)**

ARTICLE VI. DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS

...

604.00 Required improvements.

...

604.12. *Signs.*

...

B. *Prohibited signs.* The following signs are prohibited in the City of New Smyrna Beach:

Beacon light signs.

Billboards.

Flashing signs.

Moving signs.

Off-site signs except exempt bench signs.

Pole signs, except as provided for in Sec. 604.12.G.(11).

Roof signs.

Snipe signs.

Trailer/mobile signs.

Traveling light signs.

Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devices, or directional, informational, or warning signs erected or maintained by any public body, or any railroad, public utility, or similar body.

Private signs, whether temporary or permanent, placed on public property, except as expressly permitted by the appropriate public body.

Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediate surrounding area.

Signs exceeding three square feet attached to passenger vehicles.

...

C. *Exemptions.* The following signs shall be exempt from the permitting requirements of this LDR:

Automobile vehicle wraps on currently registered vehicles.

Banners, for the promotion of a new business <u>opening</u> in a nonresidential zoning district for a time period not to exceed 45 consecutive days after receiving a Business Tax Receipt subject to the following conditions:

1. Maximum copy area: 32 square feet.

2. The banner sign may be hung on a wall or any other suitable location. The location of the sign shall not interfere in any way with the traffic or public safety of the citizens of the city, and the sign shall not violate any other applicable provisions of this LDR.

3. The banner signs shall not be considered in the computation of the number of signs allowed or the maximum allowable display area for a premises.

...

G. *Sign standards.* The following sign standards shall apply in the respective zoning districts as indicated below unless more stringent regulations are included within the LDR:

...

(6) ~~Temporary signs districts shall conform to the following:~~ Temporary signs, including banners, yard signs, <u>feather signs,</u> and other signs of nonpermanent construction, may be erected for temporary periods as follows:

a. Temporary signs, whether one or the maximum number allowed, may be displayed on any premises for a maximum of 100 days during any 12-month period. Where a use has two or more contiguous "premises" as defined in this LDR due to street frontage in excess of 250 feet, the combined premises shall be treated as one for this purpose.

b. In residential districts, a maximum of ten temporary signs may be displayed on each premises. No temporary sign shall exceed three square feet.

c. In nonresidential districts, temporary signs with a total sign area not exceeding 32 square feet for each 100 feet of street frontage or part thereof may be displayed on each premises. Temporary signs exceeding six square feet in area shall be set back five feet from the front property line and 25 feet from the side property line, and have a maximum height of ten feet. No temporary sign shall exceed 32 square feet.

d. Commercial buildings over 35 feet in height located in a B-6 Medical-Professional zoning district west of the Intracoastal Waterway may display temporary wall banners with a total wall banner area not exceeding 100 square feet for each 100 feet of street frontage. Temporary wall banners shall be allowed only on building facades that are set back at least 50 feet from the property line. No single temporary wall banner sign shall exceed 250 square feet in area. Temporary wall banners may be displayed on the premises for a maximum of 60 days during any 12-month period. A permit is required for these temporary wall banners and only one permit will be allowed in any 12-month period. The temporary wall banners provided for in this section 604.12G(6)d. are expressly prohibited for single or multi-family residential dwellings, hotels, motels, assisted living facilities, and condos.

e. In nonresidential districts, a maximum of two feather signs can be displayed on each premises for a total of 15 days during any 12-month period. Each feather sign shall be setback five feet from the front property line and 25 feet from side property lines.

(7) Signs located at bed and breakfast homes, adult living facilities, nursing homes, public and private schools, and private and semi-public clubs located within residentially-zoned areas and non-residential uses within the RA zoning district shall conform to the following:

a. Ground signs.

1. Maximum copy area: 32 square feet.

2. Maximum height: 8 feet.

3. Materials and illumination. Must utilize indirect lighting to illuminate only the sign face.

(8) Electronic message centers. Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S. 1, except for properties with direct frontage on the east side of U.S. 1, regardless of zoning. Electronic message centers may also be permitted in other locations through a public or semi-public use permit. Additionally, electronic message centers shall conform to the following requirements:

a. Minimum separation between electronic message center signs is 600 linear feet on the same side of the street unless approved by the planning manager based on visibility needs.

b. Electronic message center signs must not face property zoned for single-family residential uses.

c. Electronic message center signs shall be prohibited within local designated historic districts or national registered historic districts or facing a local designated historic district or a national registered historic district if the electronic message center sign will be within 200 feet of the historic district.

d. The maximum light emanation from an electronic message center sign shall be no greater than .3 foot-candles, measured 200 feet from the sign.

e. Every electronic message center shall be equipped with an automatic dimmer device.

f. All electronic message centers shall comply with the appropriate city sign and other regulations.

g. Any malfunctioning electronic message centers must be turned off or display a blank screen until repaired.

h. All electrical equipment shall be UL listed.

i. All power to an electronic message center shall be supplied via underground carrier, inside approved conduit, and shall be installed according to the city electrical requirements.

j. All electronic message centers shall be kept in good operating condition and maintained with good external appearance.

k. Electronic c~~C~~opy areas cannot change more than once every eight seconds.

l. Electronic copy areas cannot flash, scroll or display any type of motion or animation.

m. Electronic copy areas cannot exceed eight square feet regardless of the size overall size of the sign.

n. Electronic message centers and their copy areas are only permitted on ground or monument signs.

...

(11) Signs in the New Smyrna Beach National Register of Historic Places Historic District and the Coronado National Register of Historic Places Historic District. Signs in the New Smyrna Beach National Register of Historic Places Historic District and the Coronado National Register of Historic Places Historic District that meet all other signage regulations may additionally be of the following types:

a. Dual Pole Sign, up to six (6) feet in height and with a maximum copy area of 24 square feet, consisting of two structural poles supporting the copy area between the poles. (Figure 604.12.G.(12)a.)

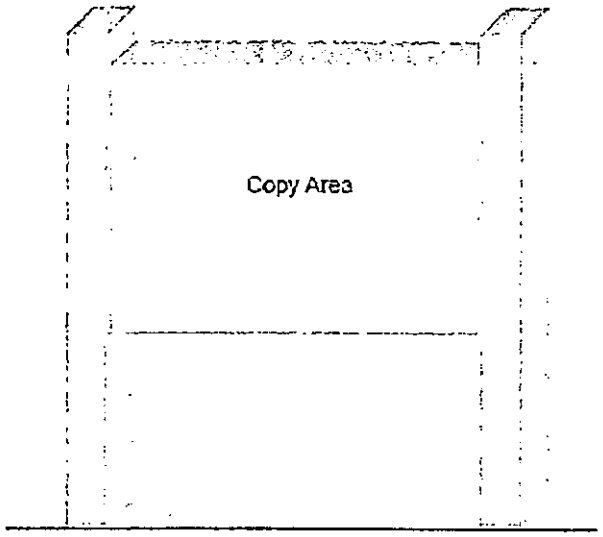

Figure 604.12.G.11.a.

b. Offset monopole sign, up to six (6) feet in height and a maximum copy area of 24 square feet, consisting of one structural pole with the copy area offset entirely to one side of the pole, either attached to the pole or a single horizontal cross-bar. (Figure 604.12.G.(12)b.)

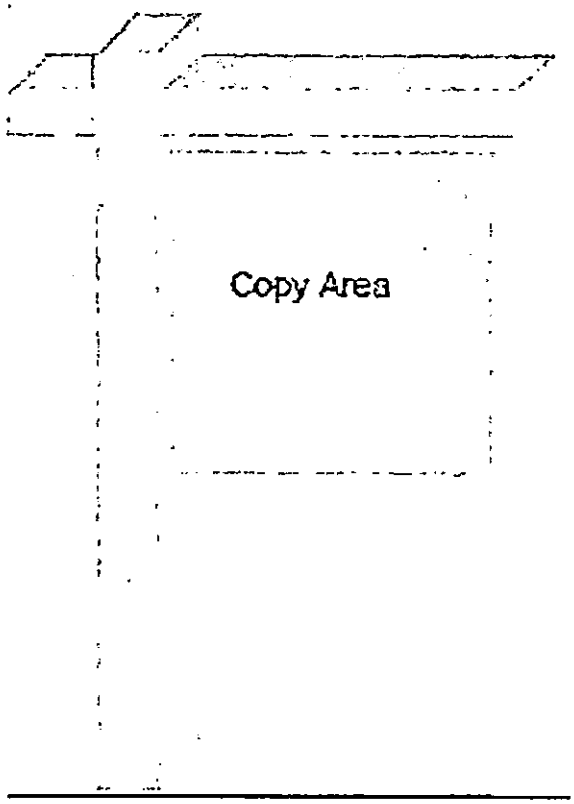

Figure 604.12.G.11.b.

H. *Non-conforming signs.*

(1) *Amortization of non-conforming signs.* Any existing sign which is in violation of this LDR, after the effective date of this LDR shall be deemed a non-conforming sign. Such signs may be continued subject to the following requirements:

a. No non-conforming sign shall be altered, moved, or changed in any way except in full compliance with the terms of this LDR. This provision shall not apply to the changing of temporary copy on changeable copy signs or the painting or altering of copy area to restore the original sign appearance.

b. The non-conforming sign provision shall apply to repairs necessary to maintain a sign, in good working order. The cost of such repairs may not exceed 25 percent of the cost of materials which would be necessary to construct, in all other respects, an identical conforming sign on the same site. Such costs shall be determined by the chief building official.

c. All existing, non-vintage designated pole signs ~~shall be removed by November 29, 2025. The~~ are subject to the following conditions ~~apply~~:

1. No face changes are permitted on existing non-vintage designated pole signs after November 29, 2023.

2. Existing non-vintage designated pole signs shall be removed after November 29, 2024, for any change of use, ~~activation of a terminated use~~, change of tenant, ~~or~~ change of ownership, or if it is a discontinued sign. ~~Face changeouts for pole signs shall be permitted prior to November 29, 2023, provided the replacement complies with subsection "d" below and provided the pole sign is replaced with a conforming sign by November 29,2025.~~

d. Notwithstanding the time periods for amortization of non-conforming signs set out above, no non-conforming sign of any kind or type shall be allowed to remain if:

1. The sign is determined to be structurally unsound.

2. Cosmetic changes to the sign are valued in excess of 25 percent of the cost of materials that would be necessary to construct a sign identical to the non-conforming sign.

3. Repairs required to keep the sign in good working order exceed 25 percent of the cost of materials that would be necessary to construct a sign identical to the nonconforming sign.

e. Notwithstanding any other provision in this LDR, if any nonconforming sign, other than a pole sign, is destroyed by more than 50 percent of its replacement value, through an accident, act of God, or intentional act not caused by the person responsible for said sign, then the sign may be reconstructed and rebuilt and utilized for the balance of the amortization period then left.

...

SECTION 3: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Land Development Regulations. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

SECTION 4: ***Public Hearing***. That a public hearing considering the adoption of this ordinance was held August 26, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida after notice is found to comply with §166.041(3)(a), F.S.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 7: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/6/2025

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

ORDINANCE NO. 43-25: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO VPL LOGISTICS, LLC.

August 12, 2025

Background:

Section 66-111, Franchise Requirement, of the City's Code of Ordinances provides that: "No person shall provide construction and demolition debris-removal services, as defined by F.S. 403.703(7), in the City without being awarded a non-exclusive franchise agreement with the City if they wish to continue to provide construction & demolition (C & D) debris removal services within our City limits." Attached is VPL Logistics LLC Non-Exclusive Franchise Ordinance application form and applicable attachments. VPL Logistics LLC meets all the requirements and staff is proposing that such a franchise agreement be issued to VPL Logistics LLC.

Findings:

Staff recommends granting a non-exclusive franchise agreement for construction and demolition removal services VPL Logistics LLC via approval of Ordinance No. 43-25 with first reading on August 12, 2025, and scheduling of second reading and public hearing for August 26, 2025.

Fiscal Analysis:

This is a revenue generating item as the franchise agreement requires the hauler to pay the City $20.00 per roll off container haul to the County's landfill. No business impact statement is required because this is a procurement item and the ordinance is only required to implement the agreement.

Strategic Plan Item:

No

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

Attachments:

VPL Logistics LLC.pdf
Business Impact Estimate - Ord 43-25 Non-Exclusive Franchise - VPL Logistics LLC.pdf
Ord 43-25 Non Exclusive Franchise - VPL Logistics LLC.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: 06/23/25

Applicant Name: Pedro Lopez-Alvarez

Business Name: VPL Logistics, LLC DBA Baldino Dumpsters

Address: 1241 Produce Alley
DeLand, FL 32724

Telephone: 386-450-0539 Fax: _____ E-Mail: vpllogisticsllc@gmail.com

1. Attach copy of Current State License for Disposal Site

Proposed Disposal Site(s): Tomoka Landfill

2. Attach copy of City Occupational License (for your business location)

3. Attach copy of Current Insurance Certificate
Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: Next First Insurance Agency, Inc.

Address: P.O. Box 60787
Palo Alto, CA 94306

Policy Number: NXT 97LVPJ-00-GL

Applicant's Signature: Pedro

Applicant's printed name: Pedro Lopez-Alvarez

Applicant's Title: CEO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2025

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

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

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 **FAX (A/C, No):**
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
VPL Logistics LLC
413 River Dr
Debary, FL 32713

COVERAGES **CERTIFICATE NUMBER:** 759637280 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXT97LV7PJ-00-GL	04/24/2025	04/24/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

The Certificate Holder is New Smyrna Beach. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. NEXT will endeavor to provide this Certificate Holder with written notice of cancellation 30 days in advance for any of the following policies: General Liability. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
New Smyrna Beach
210 Sams Ave
New Smyrna Beach, FL 32168

LIVE CERTIFICATE
Click or scan to view

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

AUTHORIZED REPRESENTATIVE
Ann Ryan

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Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 43-25 Non-Exclusive Franchise - VPL Logistics LLC

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☑ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 43-25 authorizes VPL Logistics LLC to provide demolition debris removal services within the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

One, VPL Logistics LLC

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 43-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH GRANTING A NON-EXCLUSIVE FRANCHISE TO VPL LOGISTICS LLC, TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, VPL Logistics LLC, a Florida Limited Liability Company (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award VPL Logistics LLC, a nonexclusive right and franchise to provide the service within the City limits upon the terms and conditions recited below.

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

SECTION 1: ***Award of Non-Exclusive Franchise.*** The City of New Smyrna Beach hereby awards VPL Logistics LLC, a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by, VPL Logistics LLC.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, Florida Statute.

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the Maintenance Operations Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Maintenance Operations Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Maintenance Operations Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Maintenance Operations Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Maintenance Operations Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities shall be set forth in the Contract between Franchisee and the Entities and approved by the Maintenance Operations Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Maintenance Operations Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Maintenance Operations Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An

acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (including costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if anyone (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the Maintenance Operations Director shall notify Franchisee in writing of such failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Maintenance Operations Director's satisfaction within the period, the Maintenance Operations Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Maintenance Operations Director and the City Clerk either by hand delivery or by United States mail (postage prepaid), addressed to the Maintenance Operations Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney's fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Maintenance Operations Director. Franchisee specifically agrees that the Maintenance Operations Director shall have the right to inspect the trucks or the equipment, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation***. The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Maintenance Operations Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held August 26, 2025, in the Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 23: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 24: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 25: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/5/2025

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 43-25 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved, and agreed to this _____ day of _____, 2025.

VPL LOGISTICS LLC, A Florida Limited Liability Company

By:

_____

Printed Name: _____

Title: _____

ATTEST:

_____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____, as _____ and _____ respectively, of **VPL LOGISTICS LLC**, a Florida limited liability company, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____

(Notary Seal or Stamp) Notary Public

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

ORDINANCE NO. 44-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON SECOND READING AND PUBLIC HEARING WOULD REPEAL ORDINANCE NO. 07-25 AND ADOPT A NEW ORDINANCE ADOPTING A REVISED BOATING-RESTRICTED AREA WITHIN 500 FEET OF A SEWAGE PUMP OUT STATION NEAR YACHT CLUB ISLAND.

August 12, 2025

Background:

The New Smyrna Yacht Club received State Legislative approval to allow the City to designate a section of the Intercoastal Waterway (ICW) as a boating-restricted area due to its proximity to a sewage pump out station. City Commission approved Ordinance 07-25 on February 25, 2025, to establish the Zone based upon a single point pump out station. Since that time, it has been determined that the Zone approved will not have the desired protective effect. The Yacht Club has agreed to install a 2nd pump out location to enable the City to expand the Zone. The proposed Ordinance will establish the 2nd Zone allowing the Sign installation to proceed and provide the needed safety to the Club's docks. The proposed boating-restricted area is adjacent to the Yacht Club's shoreline and will extend across the width of the ICW. Upon approval of the Ordinance, the Yacht Club will continue with the necessary engineering and permits to have signage installed.

Staff finds the certification of this boating-restricted area is appropriate to maintain public safety within the designated area. Staff recommends approval.

Findings:

.

Fiscal Analysis:

No cash cost to the City.

Strategic Plan Item:

No

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

Business Impact Estimate - Ord 44-25 Repealing and Replacing Ord 07-25 No Wake Zone.pdf
Ord 44-25 Repealing and Replacing Ord 07-25 No Wake Zone.pdf

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 44-25 Repealing and Replacing ORD 07-25 Establishing a boating-restricted area.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ordinance No. 44-25 repeals Ordinance No. 07-25, and replaces the ordinance to establish a new idle speed, no wake boating restricted area with 500 feet of a pump out station near Yacht Club Island.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

N/A

ORDINANCE NO. 44-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REPEALING AND REPLACING ORDINANCE NO. 07-25; AMENDING THE CODE OF ORDINANCES, CHAPTER 90, WATERWAYS, SECTION 90-155, ESTABLISHMENT OF SPECIAL SLOW SPEED MINIMUM WAKE ZONES AND SPECIAL IDLE SPEED NO WAKE ZONES ON INDIAN RIVER NORTH, TO ESTABLISH AN IDLE SPEED, NO WAKE BOATING-RESTRICTED AREA WITHIN 500 FEET OF A PUMP OUT STATION NEAR YACHT CLUB ISLAND; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted Ordinance No. 07-25, establishing a special slow speed minimum wake zone and special idle speed no wake zone on a certain portion of the Indian River located within 500 feet of a pump out station near Yacht Club Island; and

WHEREAS, The Smyrna Yacht Club has added additional sewage pump out equipment in the area necessitating an expansion to the previously adopted special boating restricted area, consistent with Florida Statute §327.46(1)(b); and

WHEREAS, the City Commission deems it in the best interests of the public health, safety, and welfare of the citizens of the City of New Smyrna Beach to repeal Ordinance No. 07-25, and replace it with this ordinance, 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: ***Repeal.*** That Ordinance No. 07-25, adopted by the City Commission of the City of New Smyrna Beach on February 25, 2025, amending City Code Section 90-155 to establish a boating-restricted area within 500 feet of a sewage pump out station near Yacht Club Island, is hereby repealed in its entirety.

SECTION 2: ***Amendment.*** That New Smyrna Beach Code of Ordinances Chapter 90, Waterways, Section 90-155, Establishment of special slow speed minimum wake zones and special idle speed no wake zones on Indian River north, 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.)**

CHAPTER 90 – WATERWAYS

Sec. 90-155. Establishment of special slow speed minimum wake zones and special idle speed no wake zones on Indian River north.

Slow speed or Slow Speed Minimum ~~Idle speed no wake and idle speed zones.~~

Pursuant to Florida Administrative Code Chapter 68D-23.103, Slow Speed ~~"idle speed no wake"~~ and "Slow Speed Minimum Wake" ~~"idle speed"~~ may be used interchangeably and mean that a vessel must be fully off plane and completely settled into the water. The vessel must then proceed at a speed which is reasonable and prudent under the prevailing circumstances so as to avoid the creation of an excessive wake or other hazardous condition which endangers or is likely to endanger other vessels or other persons using the waterway. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow. A vessel that is:

A. Operating on plane is not proceeding at this speed,

B. In the process of coming off plane and settling into the water or coming up onto plane is not proceeding at this speed,

C. Operating at a speed that creates a wake which unreasonably or unnecessarily endangers other vessel or other persons using the waterways, or is likely to do so, is not proceeding at this speed,

D. Completely off plane and which has fully settled into the water and is proceeding at a reasonable and prudent speed with little or no wake is proceeding at this speed.

(2) The following described waterways or portion of waterways are hereby established as idle speed no wake zones within 500 feet of a septic pump out station: A boating safety zone from shoreline to shoreline within the Indian River North, which encompasses the area 500 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude -80.91280, latitude 29.01279 depicted on Exhibit "A" as Point "A"; and a boating safety zone from shoreline to shoreline within the Indian River North, which encompasses the area 500 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude -80.91351, latitude 29.01396 depicted on Exhibit "A" as Point "B".

~~proceed at a speed no greater than that which will maintain steerageway and headway. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow.~~

~~(2) The following described waterways or portions of waterways are hereby established as idle speed no wake zones within 300 feet of a narrow bend/blind corner:~~

~~a. A boating safety zone from shoreline to shoreline, within the Indian River North, which encompasses the area 300 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude 80.9164° N, latitude 29.0176° W depicted on attached Exhibit "A" as Point "A."~~

~~(3) The following described waterways or portions of waterways are hereby established as idle speed no wake zones within 300 feet of a narrow bend/blind corner:~~

~~a. A boating safety zone from shoreline to shoreline, within the Indian River North, which encompasses the area 300 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude 80.9135° N, latitude 29.0122° W depicted on attached Exhibit "A" as Point "B."~~

~~(4) The following described waterways or portions of waterways are hereby established as idle speed no wake zones within 300 feet of a narrow bend/blind corner:~~

~~a. A boating safety zone from shoreline to shoreline, within the Indian River North, which encompasses the area 300 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude 80.9084° N, latitude 29.0097° W depicted on attached Exhibit "A" as Point "C."~~

~~(5) The following described waterways or portions of waterways are hereby established as idle speed no wake zones within 300 feet of a narrow bend/blind corner:~~

~~a. A boating safety zone from shoreline to shoreline, within the Indian River North, which encompasses the area 300 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude 80.9080° N, latitude 29.0091° W depicted on attached Exhibit "A" as Point "D."~~

~~(6) The following described waterways or portions of waterways are hereby established as idle speed no wake zones within 300 feet of a narrow bend/blind corner:~~

~~a. A boating safety zone from shoreline to shoreline, within the Indian River North, which encompasses the area 300 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude 80.9056° N, latitude 29.0082° W depicted on attached Exhibit "A" as Point "E."~~

~~(7) The following described waterways or portions of waterways are hereby established as idle speed no wake zones within 300 feet of a narrow bend/blind corner:~~

~~a. A boating safety zone from shoreline to shoreline, within the Indian River North, which encompasses the area 300 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude 80.9054° N, latitude 29.0048° W depicted on attached Exhibit "A" as Point "F."~~

~~(8) The following described waterways or portions of waterways are hereby established as idle speed no wake zones:~~

~~The "gaps" from the southernmost portion of the northernmost boating safety zone located at longitude 80.9164° N, latitude 29.0176° W depicted on attached Exhibit "A" as Point "A," to the northernmost portion of the southernmost boating safety zone located at longitude 80.9054° N, latitude 29.0048° W depicted on attached Exhibit "A" as Point "F."~~

SECTION 3: ***Codification.*** Following adoption of this ordinance, the city clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinance. Municipal Code Corporation's usual and customary fee for said

codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the code of Ordnance of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumber, re-lettered, and the word "ordinance" may be changed to "sections, "article," or such other word or phrase in order to accomplish such intention.

SECTION 4: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on August 26, 2025, in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 7: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

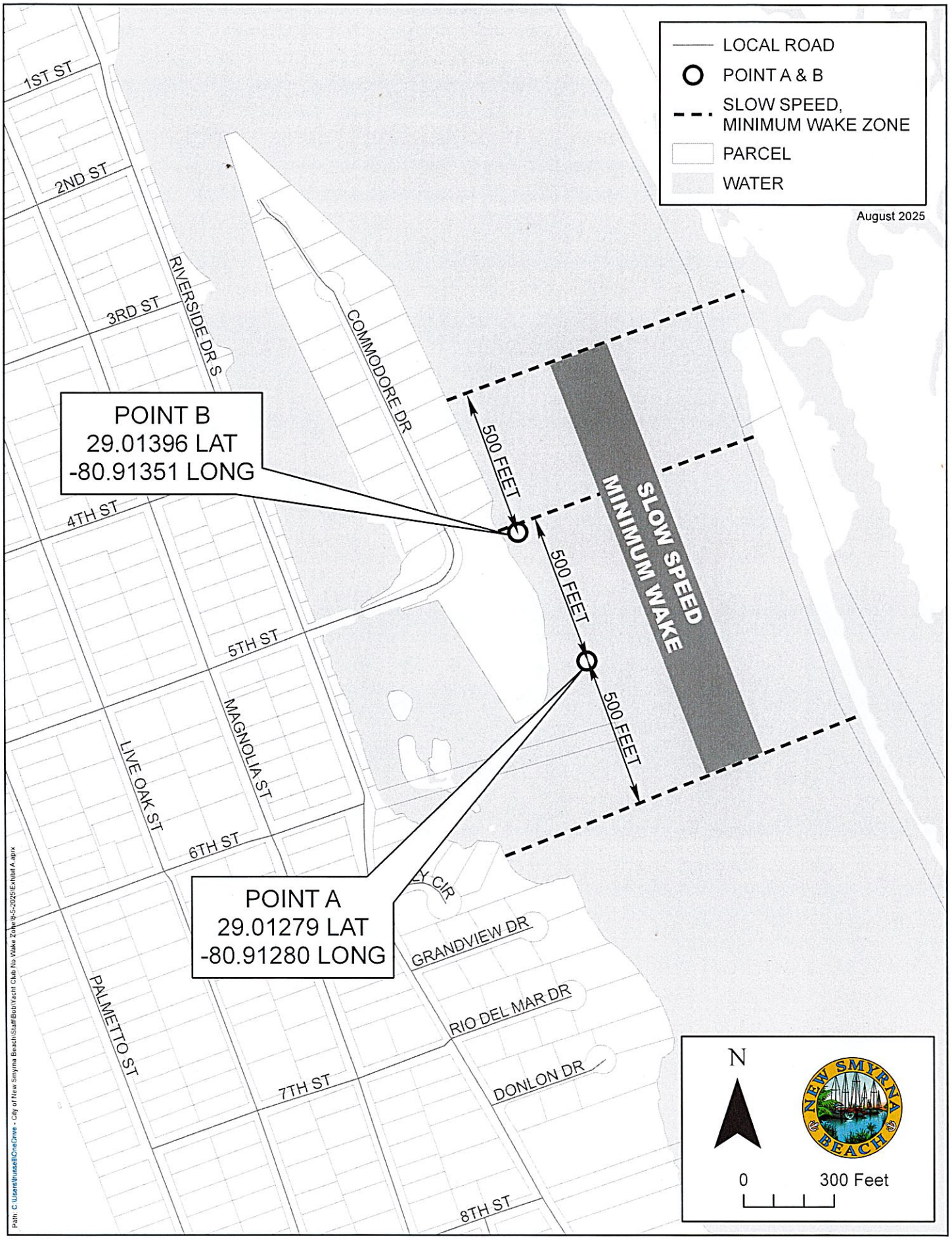
APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/6/2025

EXHIBIT A


LOCAL ROAD
POINT A & B
SLOW SPEED, MINIMUM WAKE ZONE
PARCEL
WATER
August 2025
1ST ST
2ND ST
3RD ST
4TH ST
5TH ST
6TH ST
7TH ST
8TH ST
RIVERSIDE DR S
COMMODORE DR
LIVE OAK ST
MAGNOLIA ST
PALMETTO ST
GRANDVIEW DR
RIO DEL MAR DR
DONLON DR
CT CIR
POINT B
29.01396 LAT
-80.91351 LONG
POINT A
29.01279 LAT
-80.91280 LONG
500 FEET
500 FEET
500 FEET
SLOW SPEED
MINIMUM WAKE
N
0
300 Feet
NEW SMYRNA BEACH
Path: C:\Users\rlrussell\OneDrive - City of New Smyrna Beach\Staff\Bob\Yacht Club No Wake Zone\8-5-2025\Exhibit A.aprx

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

ORDINANCE NO. 46-25: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, AT SECOND READING AND PUBLIC HEARING WOULD SET A REFERENDUM ON PROPOSED REVISIONS TO THE CHARTER TO REVISE THE MAYORAL TERM FROM 2 YEARS TO 4 YEARS, AND ADOPT BALLOT LANGUAGE FOR THE ELECTORATE TO CONSIDER ON NOVEMBER 4, 2025.

August 12, 2025

Background:

In 2020, the citizens of New Smyrna Beach approved a voter referendum adopting a newly revised Charter. The Charter was a complete overhaul of the previous City Charter and many changes were made. As part of that overhaul, the Charter was to be regularly reviewed every 10 years. However, because the Charter was so significantly changed, the document built in a review period approximately half-way through the 10-year period in 2026.

After the election cycle in 2024, concerns were raised with the 2020 Charter changes - particularly, the inability for a candidate to secure the election despite an overwhelming win in the primary - and the City Commission undertook the process to review the Charter in 2025. Per state law Section 166.031(1), the governing body of a municipality may, by ordinance, submit to the electors a proposed amendment to the charter.

In January 2025, the City Commission appointed an 11-member Charter Review Committee, who were led by Charter Facilitator Susan Boyer, who undertook the review process beginning in April 2025. The Committee ended its deliberations in early July 2025 and recommended that seven ballot questions be considered by the City Commission for submittal to the electorate at a special election prior to the 2026 general election.

On July 28, 2025, the City Commission held a workshop to discuss the final report and recommendations from the Charter Review Committee. Those items were scheduled for formal consideration by the City Commission on August 12 and August 26, 2025.

Findings:

The first suggested revision from the Charter Review Commitee is to revise the mayoral term from two years to four years, which would be consistent with the term lengths of the zone commissioners. There are pros and cons to this change, as discussed by the

Charter Review Committee. The summary table as established by the Charter Review Committee weighing the pros and cons is attached for convenience.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

Table_of_2025_City_of_NSB_Charter_Review_Committee_Proposed_Changes_and_Reas
2-25_Final_Report_.pdf
Business Impact Estimate - Ord 46-25 Charter Review 4-Year Mayoral Term.pdf
Ord 46-25 Revised Charter Ballot Language - 4 Year Mayoral Term.pdf

2025 NEW SMYRNA BEACH CHARTER REVIEW COMMITTEE (CRC) SUMMARY OF PROPOSED CHANGES & REASON(S) TO THE CITY CHARTER

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.02 Composition and terms of office	The mayor shall serve a term of two (2) years.	The mayor shall serve a term of four (4) years.	With a term of 2 years the Mayor is continuously campaigning. Insufficient time to accomplish goals. The Mayor is a commissioner; all other commissioners have a 4-year term. Increases Mayoral experience.	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate. With the Mayoral election every two years, the electorate has the ability to vote out a majority of the commission in each election cycle.	CRC recommended approval of 4-year mayoral term (4/15/25, vote of 8-1)
Article II. City Commission • Sec. 2.02 Composition and terms of office	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 2014. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 2012.	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28.	Update needed to current language to reflect the correct four (4) year term start date for commissioners.	None, as it is necessary to make the charter accurate.	This item is a necessary correction to update the Charter and make it accurate.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.03 Powers and duties of commission	The city commission shall annually perform performance reviews on the following charter officers: the city manager and, the city attorney, and the city clerk.	The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager and~~,~~ the city attorney~~, and the city clerk~~.	The City Clerk in most jurisdictions today work under the City Manager. Thus, streamlining the direct reports to City Commission to the City Attorney and City Mgr. The change also provides the City Clerk with one boss vs five bosses.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	CRC recommended approval of removing the reference to the City Clerk as it goes with the action taken in Section 4.01 (5/6/25, vote of 11-0) **There are multiple sections where this reference is being updated accordingly. Including Sec. 2.05(c).
Article II. City Commission • Sec. 2.11. - Compensation	The city commission shall determine the annual salary for the mayor and commissioners by ordinance.	Original discussion - No Change. Further discussion lead to proposed change. ~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance.~~ The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid	Setting by ordinance allows the commission to adjust based on current economics. CRC – discussed and no change was originally recommended. Upon further discussion the change was approved as shown in the Status column.	Discussion revolved around what was the appropriate methodology to set the Mayor and City Commission annual salary and keep it economically current. Provides the Commission with roughly a 50% raise. There was pro and con discussion on the provision of a "living wage" to the commissioners or should it be based on cost-of-living increase.	CRC recommended increasing the compensation of the Mayor to 75% of the Volusia County Chair and the City Commissioners to 75% of the Volusia County Representatives. (5/6/25, vote 9-2) This was brought back up for reconsideration and discussion on 5/20/25) *The new motion made the following changes. CRC recommended compensation of the Mayor to be 75% of the Volusia County Chair and the City Commissioners to be 75% of the base salary compensation paid to NSB Mayor. (5/20/25, vote 6-1)*

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.			
Article III. Elections Sec. 3.05 Nominations & elections; when primary election unnecessary; tie vote.	Section title; Nominations & elections; when primary election unnecessary; tie vote	Nominations & election; when primary or general election unnecessary; tie vote. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then that candidate shall be declared to be elected for the office and it shall not be	For clarification and functionality. The discussion centered around 2 concepts – (a) is 50% +1, the correct percentage or (b) should it be higher percentage like 60%?	No real downside as it would save money by not having to hold an election, as the winner could be determined in the primary. The general election usually has a higher voter turnout than the primary election, therefore this change could potentially put the power of the election in a smaller subset of the electorate.	CRC is recommending utilizing the 50 (fifty) plus 1(one) formula in the case of a Primary election, Section 3.05 Nomination and Election; When Primary Election Unnecessary; Tie Vote. (Motion passed 7-0)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		necessary to place his or her name on the ballot for the general election.			
Sec. 3.06. When term of office commences.	. . .The term of office for the mayor shall expire two (2) calendar years hence after the start of the term.	. . .The term of office for the mayor shall expire ~~two~~ four (~~2~~4) calendar years hence after the start of the term.	Update the verbiage to match the proposed change of term for mayor from 2yr to 4yr in Sec. 2.02	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate.	CRC recommended approval of 4-year mayoral term on 4/15/25 (vote of 8-1)
Sec. 3.07. – Commission zones; adjustment of zones.	This section discusses the four (4) city commission zones	Discussion focused on city wide elections vs by zone.	A discussion followed regarding whether zone residents should have exclusive voting rights.	After discussion, it was the consensus zone-only voting would not be beneficial.	The committee reached a consensus not to pursue the idea of zone-only voting.(4-15-25)
Sec 3.08 Pernicious political activities.	Verification was requested that this also applied to the Mayor and Commissioners	City Attorney confirmed it does	After discussion, there was no issue with the current language.	After discussion, there was no issue with the current language.	Motion to keep section as is. (Motion passed unanimously)
Article IV. Charter Officers • Sec. 4.01 Appointment and removal	The city commission shall designate the following as charter officers and shall appoint and remove them by a majority vote of the entire city commission: city manager, city attorney, city clerk.	The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk.~~	This verbiage is a proposed modification that correlates to the changes in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC moved to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (Motion passed unanimously.) *This includes Sec. 4.02. City manager, (d)(2) and (d)(3); Sec 4.03. City attorney. Sec. 4.03(a); Sec. 4.04. City clerk. Remove the entire section (Sec.4.04(a). Duties and Sec. 4.04(b). Qualifications)
Article IV. Charter Officers	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to the city commission, the	This verbiage is being corrected to match the action taken to remove the city clerk from being a charger officer and to	This is a necessary language correction.	See action above for Article IV, Sec 4.01.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
• Sec.4.03 City Attorney	the city commission, the city manager, the city clerk, and all city departments, offices and agencies, ...	city manager~~, the city clerk~~, and all city departments, offices and agencies, ...	working under the City Manager.		
Article IV. Charter Officers • Section 4.04 (a) and (b) City Clerk	*Sec. 4.04 (a)Duties.* The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its. . . (b)*Qualifications* The City Clerk shall have a minimum . . .	~~*Sec.4.04(a).Duties. and Sec. 4.04(b) shall both be deleted in their entirety.*~~	This verbiage is a modification that correlates to the change in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager. This will stream line the process of having one boss instead of five. The job description will need to be updated accordingly. At the 5/20/25 meeting, the City Attorney reviewed how the ballot will be structured with the 3 related ballot questions concerning the City Clerk.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC recommended approval of the appointment of the City Clerk by the City Manager and serving at the pleasure of City Manager same as all other City employees. 5/6/25 (motion passed 8-3) On 5/20/25, Motion to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (motion passed unanimously). ***(All sections of the Charter impacted and requiring revision have been revised and reflected in the "red line" version of the Charter.)***
Article VI. – SUSTAINABILITY • Sec 6.01 Environmental Stewardship	The City of New Smyrna Beach, in order to insure the health and safety of its citizens and visitors, shall strengthen city standards with respect to air quality, water quality, sea level rise, and flooding, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 7-4)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. – SUSTAINABILITY • Sec 6.02 Land development and zoning.	The City of New Smyrna Beach, in order to preserve the distinctive character of the city's history, strengthen the city's economic base, and enhance the sense of place in the residential neighborhoods, shall strengthen city standards, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 8-3)
Article VI. – SUSTAINABILITY • Sec 6.03 Historic Preservation.	The City of New Smyrna Beach, in order to preserve and enhance the historic quality of the city, foster economic development, manage growth, improve property values, and add to the quality of life of its citizens and visitors, shall strengthen the city's commitment to historic stewardship by: . .	See redline in the Charter proposed revisions document (Page 17 of 27) as the entire section language has been modified. (It is to lengthy to insert into this summary)	Focus on property rights aligned with *voluntary* maintenance of older or potentially *local* historic, but *privately owned* residences.	The language is ok as it is currently written in the Charter.	The CRC made a motion to discuss changing the language in Sec. 6.03 at their next meeting on June 17. (6/3/25 vote 11-0) The CRC made a motion to accept the language proposed by Palmer Wilson addressing Sec. 6.03 Historic Preservation (6/17/25 passed 8-1)(See Charter draft revisions to Sec. 6.03)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. SUSTAINABILITY • Sec. 6.05. Arts and Culture (Proposed New Section)	No language currently exists addressing Arts and Culture.	Sec. 6.05. Arts and Culture The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to arts and cultural endeavors by: (a) Prioritizing public art, community arts and cultural events. (b) Providing guidance and information related to grant opportunities and other potential funding resources for arts and cultural activities. (c) Preserving existing art and cultural events in the City, while encouraging the addition of new events in the City, to the extent it is possible.	The CRC felt this was an integral part of the City's culture and commitment and should be recognized in the City Charter.	None	The CRC made a motion to approve the language for the proposed new Charter section *6.05 Arts and Culture.* Motion passed unanimously (9-0).

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VII. CITIZEN PARTICIPATION Sec. 7.03 Charter review.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission in 2026 and every ten (10) years thereafter. Each zone in the city shall have representation on the committee.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter.~~ Each zone in the city shall have representation on the committee.	The desire is to keep the Charter current and relevant and leave the option to review sooner than ten (10) years available if necessary.	If no modification is made, the Charter review will take place every ten (10) years. The correction is necessary due to the date for review expiring in 2026, as it should be a timeframe, not year specific going forward.	The CRC recommended approval of modifying the verbiage to review the City Charter at least every ten (10) years. 5/20/25 (Vote of 7-0)
Article I. ESTABLISHMENT AND POWERS Sec.1.05. Annexation.	(a) The City may annex contiguous territory in accordance with state law and by the following additional methods: . . .	The City Attorney noted this does need to be removed from the Charter and can be addressed by an Ordinance from City Commission	Needs to be removed from the Charter.	None	The City Attorney will draft the necessary Ordinance for presentation to the City Commission for action. (6-17-25)
CRC Recommendation for a Special Election in 2025	N/A	The CRC is recommending the City hold an off cycle special election in the fall (November/December 2025)	Revisions to the Charter be placed on a special election ballot in 2025 by the City Commission. Voter approved items would be effective immediately and would be in effect for the 2026 general election. The fee charged by the Supervisor of Elections generally increases annually.	If revisions to the Charter are delayed and placed on the general election ballot in 2026, items approved by the voters would not be in effect until the 2028 general election. A special election in 2025 would cost the City approximately $50,000. Since voter turnout is generally	**Member Hathaway moved that the Charter Review Committee revisions take effect in the 2026 election cycle. Member Billings seconded the motion The motion passed by 9-1 vote, with Member Rokjer voting no.(4-15-25)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
				10% in a special election, this could put the Charter Revisions in the hands of a small minority of the electorate.	
***Verbiage in ~~red~~ strikethrough is to be deleted. Verbiage in red is new proposed language.*					

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ord. No. 46-25 Proposing a charter referendum to change the mayoral term from 2 years to 4 years.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 46-25 sets a charter referendum for 11-4-25 to determine if the mayor's term should be revised from 2 years to 4 years.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

N/A

ORDINANCE NO. 46-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH PROPOSING AMENDMENTS TO THE CITY OF NEW SMYRNA BEACH CHARTER; SETTING A CHARTER AMENDMENT REFERENDUM; AMENDING THE CHARTER OF THE CITY OF NEW SMYRNA BEACH TO CHANGE THE MAYORAL TERM FROM TWO YEARS TO FOUR YEARS; PROVIDING FOR A SPECIAL ELECTION TO BE HELD NOVEMBER 4, 2025, IN WHICH QUALIFIED ELECTORS OF THE CITY MAY VOTE FOR OR AGAINST THIS CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR PUBLIC NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of New Smyrna Beach, Florida, may be amended pursuant to the Municipal Home Rule Powers Act found in Chapter 166, Florida Statutes; and

WHEREAS, Section 166.031(1), Florida Statutes, provides that the governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter; and

WHEREAS, Section 166.031(1), Florida Statues, further provides that the governing body of the municipality shall place the proposed amendment contained in the petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose; and

WHEREAS, amendments to City of New Smyrna Beach's Charter have been submitted to the City of New Smyrna Beach by its Charter Review Committee; and

WHEREAS, the City Commission of the City of New Smyrna Beach, after review and consideration of the proposed amendments, has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City of New Smyrna Beach, Florida, that the City's Charter be amended as requested by the Charter Review Committee; and

WHEREAS, the City Commission of the City of New Smyrna Beach has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City that a referendum to amend the City's Charter be placed on the ballot at a special election to be held on November 4, 2025, in the City of New Smyrna Beach to amend the City Charter.

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

SECTION 1. SETTING OF CHARTER AMENDMENT REFERENDUM. The City Commission hereby calls for and orders the holding of a binding referendum for the qualified electors of the City of New Smyrna Beach at a special election to be held November 4, 2025, in the City of New Smyrna Beach to decide whether a majority of the electors participating approve to amend the Charter. All of the qualified electors residing in the City of New Smyrna Beach shall be entitled and permitted to vote in such referendum.

SECTION 2. AMENDMENT TO THE CITY CHARTER. The City of New Smyrna Beach City Charter 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.)**

...

ARTICLE II. CITY COMMISSION

...

Sec. 2.02. Composition and terms of office.

The city commission shall consist of four (4) commissioners and a mayor. The mayor shall be a member of the city commission. The mayor shall serve a term of ~~two~~four (~~2~~4) years. There shall be an election for mayor every ~~two~~four (~~2~~4) years beginning with the general election to be held in November, 20~~12~~26. There shall be one commissioner from each zone within the city. Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 2014. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 2012. The mayor and each commissioner shall be elected by a majority of those qualified electors voting in a citywide election. No vote shall be counted for mayor or commissioner except those cast by the duly qualified electors under the laws of the State of Florida.

...

ARTICLE III. ELECTIONS

...

Sec. 3.06. When term of office commences.

The terms of office for mayor and city commissioners shall commence on the first Tuesday after certification of the general election in which the mayor or city commissioner was elected. The term of office for the mayor shall expire ~~two~~four (~~2~~4) calendar years hence after the start of the term. The term of office for city commissioners shall expire four (4) calendar years hence after the start of the term. The term of office and assumption of the duties by the mayor-elect and city commissioners-elect shall commence on said day upon the respective mayor-elect or city commissioner-elect taking and subscribing to his or her oath of office.

In the event that the mayor or a commissioner is either appointed or elected by special election to fill a vacancy pursuant to the provisions of section 2.08 of the New Smyrna Beach City Charter, he or she shall assume the office immediately upon taking and subscribing to the oath of office. The term of office for the mayor or member of the commission appointed or elected by special election to fill a vacancy shall end on the same day that the person for whom he or she was appointed or elected to fill the term of office would have ended.

. . .

SECTION 3. PROPOSED BALLOT LANGUAGE. The question to be submitted to the electors shall appear on the ballot as follows:

CHARTER AMENDMENT
CHANGING THE TERM LENGTH OF MAYOR OF THE CITY OF NEW SMYRNA BEACH

Shall the City of New Smyrna Beach adopt revised Charter Sections 2.02 and 3.06, changing the term length of the mayor from two years to four years beginning with the November 2026 election to be consistent with the term lengths of zone commissioners?

YES for Approval ___
NO against Approval ___

[title 15 words and summary 43 words]

ENMIENDA A LA CARTA
CAMBIANDO LA DURACIÓN DEL MANDATO DEL ALCALDE DE LA CIUDAD DE NEW SMYRNA BEACH

¿Deberá la Ciudad de New Smyrna Beach adoptar las Secciones 2.02 y 3.06 revisadas de la Carta, cambiando la duración del mandato del alcalde de dos años a cuatro años, comenzando con las elecciones de noviembre de 2026 para ser consistente con la duración del mandato de los comisionados de zona?

Sí para aprobación ___
No en contra aprobación ___

SECTION 4. PUBLIC HEARING. That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on August 26, 2025, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 5. PUBLIC NOTICE. The City Manager or designee is hereby authorized and directed to provide public notice of the election in accordance with law.

SECTION 6. SEVERABILITY. If any portion or portions of this Ordinance are declared to be invalid, the remaining portions shall have the same force and effect as though such invalid portion or portions had not been included.

SECTION 7. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 8. CONFLICT. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect in accordance with general law. The Charter amendments set forth in this Ordinance shall not take effect unless approved by a majority of the qualified electors of the City of New Smyrna Beach voting in an election to be called and held for that purpose on the 4th day of November, 2025. However, if approved by the voters, the Charter amendments set forth in this Ordinance shall take effect on January 1, 2026.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/5/2025

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

ORDINANCE NO. 47-25: CONDUCT A FIRST READING OF AN ORDINANCE WHICH, IF ADOPTED AT THE SECOND READING AND PUBLIC HEARING, WOULD SET A REFERENDUM ON REVISIONS TO THE CITY CHARTER WHICH WOULD PROVIDE FOR A CANDIDATE WHO SECURES THE MAJORITY VOTE IN A PRIMARY ELECTION TO BE ELECTED TO OFFICE, AND ADOPT BALLOT LANGUAGE FOR THE ELECTORATE TO CONSIDER ON NOVEMBER 4, 2025.

August 12, 2025

Background:

In 2020, the citizens of New Smyrna Beach approved a voter referendum adopting a newly revised Charter. The Charter was a complete overhaul of the previous City Charter and many changes were made. As part of that overhaul, the Charter was to be regularly reviewed every 10 years. However, because the Charter was so significantly changed, the document built in a review period approximately half-way through the 10-year period in 2026.

After the election cycle in 2024, concerns were raised with the 2020 Charter changes - particularly, the inability for a candidate to secure the election despite an overwhelming win in the primary - and the City Commission undertook the process to review the Charter in 2025. Per state law Section 166.031(1), the governing body of a municipality may, by ordinance, submit to the electors a proposed amendment to the charter.

In January 2025, the City Commission appointed an 11-member Charter Review Committee, who were led by Charter Facilitator Susan Boyer, who undertook the review process beginning in April 2025. The Committee ended its deliberations in early July 2025 and recommended that seven ballot questions be considered by the City Commission for submittal to the electorate at a special election prior to the 2026 general election.

On July 28, 2025, the City Commission held a workshop to discuss the final report and recommendations from the Charter Review Committee. Those items were scheduled for formal consideration by the City Commission on August 12 and August 26, 2025.

Findings:

The Charter Review Committee's second recommended revision to the Charter relates

specifically to the primary election. Prior to the complete overhaul of the City Charter in 2020, a candidate in a primary election could be elected to office without going to the general election if that candidate secured 50% plus one vote in the primary.

In 2020, the Charter was revised to require the top two candidates in a primary election to proceed to a general election, regardless of the vote. The change recommended by this year's Charter Review Committee would change the Charter language back in substance to the previous language where a candidate who receives 50% plus one vote can be elected without proceeding to a general election. The Charter Review Committee summary table is attached for consideration and ease in analysis.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

Table_of_2025_City_of_NSB_Charter_Review_Committee_Proposed_Changes_and_Reas
2-25_Final_Report_.pdf
Business Impact Estimate - Ord 47-25 Charter Review Primary Election.pdf
Ord 47-25 Revised Charter Ballot Language - Primary Election.pdf

2025 NEW SMYRNA BEACH CHARTER REVIEW COMMITTEE (CRC) SUMMARY OF PROPOSED CHANGES & REASON(S) TO THE CITY CHARTER

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.02 Composition and terms of office	The mayor shall serve a term of two (2) years.	The mayor shall serve a term of four (4) years.	With a term of 2 years the Mayor is continuously campaigning. Insufficient time to accomplish goals. The Mayor is a commissioner; all other commissioners have a 4-year term. Increases Mayoral experience.	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate. With the Mayoral election every two years, the electorate has the ability to vote out a majority of the commission in each election cycle.	CRC recommended approval of 4-year mayoral term (4/15/25, vote of 8-1)
Article II. City Commission • Sec. 2.02 Composition and terms of office	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 2014. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 2012.	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28.	Update needed to current language to reflect the correct four (4) year term start date for commissioners.	None, as it is necessary to make the charter accurate.	This item is a necessary correction to update the Charter and make it accurate.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.03 Powers and duties of commission	The city commission shall annually perform performance reviews on the following charter officers: the city manager and, the city attorney, and the city clerk.	The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager and~~,~~ the city attorney~~, and the city clerk~~.	The City Clerk in most jurisdictions today work under the City Manager. Thus, streamlining the direct reports to City Commission to the City Attorney and City Mgr. The change also provides the City Clerk with one boss vs five bosses.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	CRC recommended approval of removing the reference to the City Clerk as it goes with the action taken in Section 4.01 (5/6/25, vote of 11-0) **There are multiple sections where this reference is being updated accordingly. Including Sec. 2.05(c).
Article II. City Commission • Sec. 2.11. - Compensation	The city commission shall determine the annual salary for the mayor and commissioners by ordinance.	Original discussion - No Change. Further discussion lead to proposed change. ~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance.~~ The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid	Setting by ordinance allows the commission to adjust based on current economics. CRC – discussed and no change was originally recommended. Upon further discussion the change was approved as shown in the Status column.	Discussion revolved around what was the appropriate methodology to set the Mayor and City Commission annual salary and keep it economically current. Provides the Commission with roughly a 50% raise. There was pro and con discussion on the provision of a "living wage" to the commissioners or should it be based on cost-of-living increase.	CRC recommended increasing the compensation of the Mayor to 75% of the Volusia County Chair and the City Commissioners to 75% of the Volusia County Representatives. (5/6/25, vote 9-2) This was brought back up for reconsideration and discussion on 5/20/25) *The new motion made the following changes. CRC recommended compensation of the Mayor to be 75% of the Volusia County Chair and the City Commissioners to be 75% of the base salary compensation paid to NSB Mayor. (5/20/25, vote 6-1)*

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.			
Article III. Elections Sec. 3.05 Nominations & elections; when primary election unnecessary; tie vote.	Section title; Nominations & elections; when primary election unnecessary; tie vote	Nominations & election; when primary or general election unnecessary; tie vote. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then that candidate shall be declared to be elected for the office and it shall not be	For clarification and functionality. The discussion centered around 2 concepts – (a) is 50% +1, the correct percentage or (b) should it be higher percentage like 60%?	No real downside as it would save money by not having to hold an election, as the winner could be determined in the primary. The general election usually has a higher voter turnout than the primary election, therefore this change could potentially put the power of the election in a smaller subset of the electorate.	CRC is recommending utilizing the 50 (fifty) plus 1(one) formula in the case of a Primary election, Section 3.05 Nomination and Election; When Primary Election Unnecessary; Tie Vote. (Motion passed 7-0)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		necessary to place his or her name on the ballot for the general election.			
Sec. 3.06. When term of office commences.	. . .The term of office for the mayor shall expire two (2) calendar years hence after the start of the term.	. . .The term of office for the mayor shall expire ~~two~~ four (~~2~~4) calendar years hence after the start of the term.	Update the verbiage to match the proposed change of term for mayor from 2yr to 4yr in Sec. 2.02	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate.	CRC recommended approval of 4-year mayoral term on 4/15/25 (vote of 8-1)
Sec. 3.07. – Commission zones; adjustment of zones.	This section discusses the four (4) city commission zones	Discussion focused on city wide elections vs by zone.	A discussion followed regarding whether zone residents should have exclusive voting rights.	After discussion, it was the consensus zone-only voting would not be beneficial.	The committee reached a consensus not to pursue the idea of zone-only voting.(4-15-25)
Sec 3.08 Pernicious political activities.	Verification was requested that this also applied to the Mayor and Commissioners	City Attorney confirmed it does	After discussion, there was no issue with the current language.	After discussion, there was no issue with the current language.	Motion to keep section as is. (Motion passed unanimously)
Article IV. Charter Officers • Sec. 4.01 Appointment and removal	The city commission shall designate the following as charter officers and shall appoint and remove them by a majority vote of the entire city commission: city manager, city attorney, city clerk.	The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk.~~	This verbiage is a proposed modification that correlates to the changes in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC moved to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (Motion passed unanimously.) *This includes Sec. 4.02. City manager, (d)(2) and (d)(3); Sec 4.03. City attorney. Sec. 4.03(a); Sec. 4.04. City clerk. Remove the entire section (Sec.4.04(a). Duties and Sec. 4.04(b). Qualifications)
Article IV. Charter Officers	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to the city commission, the	This verbiage is being corrected to match the action taken to remove the city clerk from being a charger officer and to	This is a necessary language correction.	See action above for Article IV, Sec 4.01.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
• Sec.4.03 City Attorney	the city commission, the city manager, the city clerk, and all city departments, offices and agencies, ...	city manager~~, the city clerk~~, and all city departments, offices and agencies, ...	working under the City Manager.		
Article IV. Charter Officers • Section 4.04 (a) and (b) City Clerk	*Sec. 4.04 (a)Duties.* The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its. . . (b)*Qualifications* The City Clerk shall have a minimum . . .	~~*Sec.4.04(a).Duties. and Sec. 4.04(b) shall both be deleted in their entirety.*~~	This verbiage is a modification that correlates to the change in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager. This will stream line the process of having one boss instead of five. The job description will need to be updated accordingly. At the 5/20/25 meeting, the City Attorney reviewed how the ballot will be structured with the 3 related ballot questions concerning the City Clerk.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC recommended approval of the appointment of the City Clerk by the City Manager and serving at the pleasure of City Manager same as all other City employees. 5/6/25 (motion passed 8-3) On 5/20/25, Motion to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (motion passed unanimously). ***(All sections of the Charter impacted and requiring revision have been revised and reflected in the "red line" version of the Charter.)***
Article VI. – SUSTAINABILITY • Sec 6.01 Environmental Stewardship	The City of New Smyrna Beach, in order to insure the health and safety of its citizens and visitors, shall strengthen city standards with respect to air quality, water quality, sea level rise, and flooding, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 7-4)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. – SUSTAINABILITY • Sec 6.02 Land development and zoning.	The City of New Smyrna Beach, in order to preserve the distinctive character of the city's history, strengthen the city's economic base, and enhance the sense of place in the residential neighborhoods, shall strengthen city standards, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 8-3)
Article VI. – SUSTAINABILITY • Sec 6.03 Historic Preservation.	The City of New Smyrna Beach, in order to preserve and enhance the historic quality of the city, foster economic development, manage growth, improve property values, and add to the quality of life of its citizens and visitors, shall strengthen the city's commitment to historic stewardship by: . .	See redline in the Charter proposed revisions document (Page 17 of 27) as the entire section language has been modified. (It is to lengthy to insert into this summary)	Focus on property rights aligned with *voluntary* maintenance of older or potentially *local* historic, but *privately owned* residences.	The language is ok as it is currently written in the Charter.	The CRC made a motion to discuss changing the language in Sec. 6.03 at their next meeting on June 17. (6/3/25 vote 11-0) The CRC made a motion to accept the language proposed by Palmer Wilson addressing Sec. 6.03 Historic Preservation (6/17/25 passed 8-1)(See Charter draft revisions to Sec. 6.03)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. SUSTAINABILITY • Sec. 6.05. Arts and Culture (Proposed New Section)	No language currently exists addressing Arts and Culture.	Sec. 6.05. Arts and Culture The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to arts and cultural endeavors by: (a) Prioritizing public art, community arts and cultural events. (b) Providing guidance and information related to grant opportunities and other potential funding resources for arts and cultural activities. (c) Preserving existing art and cultural events in the City, while encouraging the addition of new events in the City, to the extent it is possible.	The CRC felt this was an integral part of the City's culture and commitment and should be recognized in the City Charter.	None	The CRC made a motion to approve the language for the proposed new Charter section *6.05 Arts and Culture.* Motion passed unanimously (9-0).

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VII. CITIZEN PARTICIPATION Sec. 7.03 Charter review.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission in 2026 and every ten (10) years thereafter. Each zone in the city shall have representation on the committee.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter.~~ Each zone in the city shall have representation on the committee.	The desire is to keep the Charter current and relevant and leave the option to review sooner than ten (10) years available if necessary.	If no modification is made, the Charter review will take place every ten (10) years. The correction is necessary due to the date for review expiring in 2026, as it should be a timeframe, not year specific going forward.	The CRC recommended approval of modifying the verbiage to review the City Charter at least every ten (10) years. 5/20/25 (Vote of 7-0)
Article I. ESTABLISHMENT AND POWERS Sec.1.05. Annexation.	(a) The City may annex contiguous territory in accordance with state law and by the following additional methods: . . .	The City Attorney noted this does need to be removed from the Charter and can be addressed by an Ordinance from City Commission	Needs to be removed from the Charter.	None	The City Attorney will draft the necessary Ordinance for presentation to the City Commission for action. (6-17-25)
CRC Recommendation for a Special Election in 2025	N/A	The CRC is recommending the City hold an off cycle special election in the fall (November/December 2025)	Revisions to the Charter be placed on a special election ballot in 2025 by the City Commission. Voter approved items would be effective immediately and would be in effect for the 2026 general election. The fee charged by the Supervisor of Elections generally increases annually.	If revisions to the Charter are delayed and placed on the general election ballot in 2026, items approved by the voters would not be in effect until the 2028 general election. A special election in 2025 would cost the City approximately $50,000. Since voter turnout is generally	**Member Hathaway moved that the Charter Review Committee revisions take effect in the 2026 election cycle. Member Billings seconded the motion The motion passed by 9-1 vote, with Member Rokjer voting no.(4-15-25)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
				10% in a special election, this could put the Charter Revisions in the hands of a small minority of the electorate.	
***Verbiage in ~~red~~ strikethrough is to be deleted. Verbiage in red is new proposed language.*					

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ord. No. 47-25 setting a charter referendum to allow for a candidate in a primary election to be elected to office if majority vote received.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance sets a referendum to determine if the NSB Charter should be revised to allow a candidate to win an election in the primary if a majority vote is received.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

N/A

ORDINANCE NO. 47-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH PROPOSING AMENDMENTS TO THE CITY OF NEW SMYRNA BEACH CHARTER; SETTING A CHARTER AMENDMENT REFERENDUM; AMENDING THE CHARTER OF THE CITY OF NEW SMYRNA BEACH TO ALLOW A CANDIDATE TO BE ELECTED IN A PRIMARY ELECTION IF MAJORITY VOTE OBTAINED; PROVIDING FOR A SPECIAL ELECTION TO BE HELD NOVEMBER 4, 2025, IN WHICH QUALIFIED ELECTORS OF THE CITY MAY VOTE FOR OR AGAINST THIS CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR PUBLIC NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of New Smyrna Beach, Florida, may be amended pursuant to the Municipal Home Rule Powers Act found in Chapter 166, Florida Statutes; and

WHEREAS, Section 166.031(1), Florida Statutes, provides that the governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter; and

WHEREAS, Section 166.031(1), Florida Statues, further provides that the governing body of the municipality shall place the proposed amendment contained in the petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose; and

WHEREAS, amendments to City of New Smyrna Beach's Charter have been submitted to the City of New Smyrna Beach by its Charter Review Committee; and

WHEREAS, the City Commission of the City of New Smyrna Beach, after review and consideration of the proposed amendments, has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City of New Smyrna Beach, Florida, that the City's Charter be amended as requested by the Charter Review Committee; and

WHEREAS, the City Commission of the City of New Smyrna Beach has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City that a referendum to amend the City's Charter be placed on the ballot at a special election to be held on November 4, 2025, in the City of New Smyrna Beach to amend the City Charter.

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

SECTION 1. SETTING OF CHARTER AMENDMENT REFERENDUM. The City Commission hereby calls for and orders the holding of a binding referendum for the qualified electors of the City of New Smyrna Beach at a special election to be held November 4, 2025, in the City of New Smyrna Beach to decide whether a majority of the electors participating approve to amend the Charter. All of the qualified electors residing in the City of New Smyrna Beach shall be entitled and permitted to vote in such referendum.

SECTION 2. AMENDMENT TO THE CITY CHARTER. The City of New Smyrna Beach City Charter 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.)**

. . .

ARTICLE III. ELECTIONS

. . .

Sec. 3.05. Nomination and election; when primary or general election unnecessary; tie vote.

When there are less than three (3) qualified persons nominated for the office of mayor or commissioner, no primary election shall be held for the election of a mayor or commissioner and the city clerk shall declare the persons so qualified as nominees at the general election. However, if more than two (2) qualified persons are nominated for the office of mayor or commissioner, then the city clerk shall include the nominees in the primary election as herein provided. The names of the two (2) candidates for nomination to the office of mayor or commissioner who shall receive the greatest vote in such primary election shall be placed on the ballot at the next general municipal election. The candidate at the general election who shall receive the greatest number of votes for the office of mayor or commissioner shall be declared the mayor or commissioner. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then that candidate shall be declared to be elected for the office and it shall not be necessary to place his or her name on the ballot for the general election.

A tie vote between two (2) or more candidates for the office of mayor or between two (2) or more candidates for the office of city commissioner shall be determined by the drawing of lots.

. . .

SECTION 3. PROPOSED BALLOT LANGUAGE. The question to be submitted to the electors shall appear on the ballot as follows:

CHARTER AMENDMENT
ALLOWING A CANDIDATE TO BE ELECTED IN A PRIMARY IF MAJORITY VOTE OBTAINED

Shall the City of New Smyrna Beach adopt revised Charter Section 3.05, allowing a candidate to be elected in a primary election if the candidate receives fifty percent plus one vote of the votes in the primary election?

YES for Approval ___

NO against Approval ___

[title 15 words and summary 38 words]

ENMIENDA A LA CARTA
PERMITIENDO QUE UN CANDIDATO SEA ELEGIDO EN UNA PRIMARIA SI SE OBTIENE LA MAYORÍA DE VOTOS

¿Debería la Ciudad de New Smyrna Beach adoptar la Sección 3.05 revisada de la Carta, que permite que un candidato sea elegido en una elección primaria si el candidato recibe el cincuenta por ciento más uno de los votos en la elección primaria?

Sí para aprobación ___
No en contra aprobación ___

SECTION 4. PUBLIC HEARING. That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on August 26, 2025, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 5. PUBLIC NOTICE. The City Manager or designee is hereby authorized and directed to provide public notice of the election in accordance with law.

SECTION 6. SEVERABILITY. If any portion or portions of this Ordinance are declared to be invalid, the remaining portions shall have the same force and effect as though such invalid portion or portions had not been included.

SECTION 7: ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 8. CONFLICT. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect in accordance with general law. The Charter amendments set forth in this Ordinance shall not take effect unless approved by a majority of the qualified electors of the City of New Smyrna Beach voting in an election to be called and held for that purpose on the 4th day of November, 2025. However, if approved by the voters, the Charter amendments set forth in this Ordinance shall take effect on January 1, 2026.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/5/2025

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

ORDINANCE NO. 48-25: CONDUCT A FIRST READING OF AN ORDINANCE WHICH, IF ADOPTED AT THE SECOND READING AND PUBLIC HEARING, WOULD SET A REFERENDUM ON THE PROPOSED REVISIONS TO THE CITY CHARTER TO CHANGE THE CITY CLERK'S EMPLOYMENT DESIGNATION AS A CHARTER OFFICER TO DEPARTMENT HEAD, AND ADOPT BALLOT LANGUAGE FOR THE ELECTORATE TO CONSIDER ON NOVEMBER 4, 2025.

August 12, 2025

Background:

In 2020, the citizens of New Smyrna Beach approved a voter referendum adopting a newly revised Charter. The Charter was a complete overhaul of the previous City Charter and many changes were made. As part of that overhaul, the Charter was to be regularly reviewed every 10 years. However, because the Charter was so significantly changed, the document built in a review period approximately half-way through the 10-year period in 2026.

After the election cycle in 2024, concerns were raised with the 2020 Charter changes - particularly, the inability for a candidate to secure the election despite an overwhelming win in the primary - and the City Commission undertook the process to review the Charter in 2025. Per state law Section 166.031(1), the governing body of a municipality may, by ordinance, submit to the electors a proposed amendment to the charter.

In January 2025, the City Commission appointed an 11-member Charter Review Committee, who were led by Charter Facilitator Susan Boyer, who undertook the review process beginning in April 2025. The Committee ended its deliberations in early July 2025 and recommended that seven ballot questions be considered by the City Commission for submittal to the electorate at a special election prior to the 2026 general election.

On July 28, 2025, the City Commission held a workshop to discuss the final report and recommendations from the Charter Review Committee. Those items were scheduled for formal consideration by the City Commission on August 12 and August 26, 2025.

Findings:

The third recommended revision from the Charter Review Committee is to amend Sections 2.03, 2.05, 4.01, 4.02, 4.03, and 4.04 of the Charter to change the City Clerk's designation as a charter officer to a department head. The table from the Charter Review Committee summarizing its analysis is attached for convenience.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

Table_of_2025_City_of_NSB_Charter_Review_Committee_Proposed_Changes_and_Reas 2-25_Final_Report_.pdf
Business Impact Estimate - Ord 48-25 Charter Review City Clerk.pdf
Ord 48-25 Revised Charter Ballot Language - City Clerk.pdf

2025 NEW SMYRNA BEACH CHARTER REVIEW COMMITTEE (CRC) SUMMARY OF PROPOSED CHANGES & REASON(S) TO THE CITY CHARTER

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.02 Composition and terms of office	The mayor shall serve a term of two (2) years.	The mayor shall serve a term of four (4) years.	With a term of 2 years the Mayor is continuously campaigning. Insufficient time to accomplish goals. The Mayor is a commissioner; all other commissioners have a 4-year term. Increases Mayoral experience.	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate. With the Mayoral election every two years, the electorate has the ability to vote out a majority of the commission in each election cycle.	CRC recommended approval of 4-year mayoral term (4/15/25, vote of 8-1)
Article II. City Commission • Sec. 2.02 Composition and terms of office	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 2014. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 2012.	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28.	Update needed to current language to reflect the correct four (4) year term start date for commissioners.	None, as it is necessary to make the charter accurate.	This item is a necessary correction to update the Charter and make it accurate.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.03 Powers and duties of commission	The city commission shall annually perform performance reviews on the following charter officers: the city manager and, the city attorney, and the city clerk.	The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager and~~,~~ the city attorney~~, and the city clerk~~.	The City Clerk in most jurisdictions today work under the City Manager. Thus, streamlining the direct reports to City Commission to the City Attorney and City Mgr. The change also provides the City Clerk with one boss vs five bosses.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	CRC recommended approval of removing the reference to the City Clerk as it goes with the action taken in Section 4.01 (5/6/25, vote of 11-0) **There are multiple sections where this reference is being updated accordingly. Including Sec. 2.05(c).
Article II. City Commission • Sec. 2.11. - Compensation	The city commission shall determine the annual salary for the mayor and commissioners by ordinance.	Original discussion - No Change. Further discussion lead to proposed change. ~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance.~~ The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid	Setting by ordinance allows the commission to adjust based on current economics. CRC – discussed and no change was originally recommended. Upon further discussion the change was approved as shown in the Status column.	Discussion revolved around what was the appropriate methodology to set the Mayor and City Commission annual salary and keep it economically current. Provides the Commission with roughly a 50% raise. There was pro and con discussion on the provision of a "living wage" to the commissioners or should it be based on cost-of-living increase.	CRC recommended increasing the compensation of the Mayor to 75% of the Volusia County Chair and the City Commissioners to 75% of the Volusia County Representatives. (5/6/25, vote 9-2) This was brought back up for reconsideration and discussion on 5/20/25) *The new motion made the following changes. CRC recommended compensation of the Mayor to be 75% of the Volusia County Chair and the City Commissioners to be 75% of the base salary compensation paid to NSB Mayor. (5/20/25, vote 6-1)*

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.			
Article III. Elections Sec. 3.05 Nominations & elections; when primary election unnecessary; tie vote.	Section title; Nominations & elections; when primary election unnecessary; tie vote	Nominations & election; when primary or general election unnecessary; tie vote. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then that candidate shall be declared to be elected for the office and it shall not be	For clarification and functionality. The discussion centered around 2 concepts – (a) is 50% +1, the correct percentage or (b) should it be higher percentage like 60%?	No real downside as it would save money by not having to hold an election, as the winner could be determined in the primary. The general election usually has a higher voter turnout than the primary election, therefore this change could potentially put the power of the election in a smaller subset of the electorate.	CRC is recommending utilizing the 50 (fifty) plus 1(one) formula in the case of a Primary election, Section 3.05 Nomination and Election; When Primary Election Unnecessary; Tie Vote. (Motion passed 7-0)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		necessary to place his or her name on the ballot for the general election.			
Sec. 3.06. When term of office commences.	. . .The term of office for the mayor shall expire two (2) calendar years hence after the start of the term.	. . .The term of office for the mayor shall expire ~~two~~ four (~~2~~4) calendar years hence after the start of the term.	Update the verbiage to match the proposed change of term for mayor from 2yr to 4yr in Sec. 2.02	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate.	CRC recommended approval of 4-year mayoral term on 4/15/25 (vote of 8-1)
Sec. 3.07. – Commission zones; adjustment of zones.	This section discusses the four (4) city commission zones	Discussion focused on city wide elections vs by zone.	A discussion followed regarding whether zone residents should have exclusive voting rights.	After discussion, it was the consensus zone-only voting would not be beneficial.	The committee reached a consensus not to pursue the idea of zone-only voting.(4-15-25)
Sec 3.08 Pernicious political activities.	Verification was requested that this also applied to the Mayor and Commissioners	City Attorney confirmed it does	After discussion, there was no issue with the current language.	After discussion, there was no issue with the current language.	Motion to keep section as is. (Motion passed unanimously)
Article IV. Charter Officers • Sec. 4.01 Appointment and removal	The city commission shall designate the following as charter officers and shall appoint and remove them by a majority vote of the entire city commission: city manager, city attorney, city clerk.	The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk.~~	This verbiage is a proposed modification that correlates to the changes in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC moved to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (Motion passed unanimously.) *This includes Sec. 4.02. City manager, (d)(2) and (d)(3); Sec 4.03. City attorney. Sec. 4.03(a); Sec. 4.04. City clerk. Remove the entire section (Sec.4.04(a). Duties and Sec. 4.04(b). Qualifications)
Article IV. Charter Officers	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to the city commission, the	This verbiage is being corrected to match the action taken to remove the city clerk from being a charger officer and to	This is a necessary language correction.	See action above for Article IV, Sec 4.01.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
• Sec.4.03 City Attorney	the city commission, the city manager, the city clerk, and all city departments, offices and agencies, ...	city manager~~, the city clerk~~, and all city departments, offices and agencies, ...	working under the City Manager.		
Article IV. Charter Officers • Section 4.04 (a) and (b) City Clerk	*Sec. 4.04 (a)Duties.* The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its. . . (b)*Qualifications* The City Clerk shall have a minimum . . .	~~*Sec.4.04(a).Duties. and Sec. 4.04(b) shall both be deleted in their entirety.*~~	This verbiage is a modification that correlates to the change in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager. This will stream line the process of having one boss instead of five. The job description will need to be updated accordingly. At the 5/20/25 meeting, the City Attorney reviewed how the ballot will be structured with the 3 related ballot questions concerning the City Clerk.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC recommended approval of the appointment of the City Clerk by the City Manager and serving at the pleasure of City Manager same as all other City employees. 5/6/25 (motion passed 8-3) On 5/20/25, Motion to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (motion passed unanimously). ***(All sections of the Charter impacted and requiring revision have been revised and reflected in the "red line" version of the Charter.)***
Article VI. – SUSTAINABILITY • Sec 6.01 Environmental Stewardship	The City of New Smyrna Beach, in order to insure the health and safety of its citizens and visitors, shall strengthen city standards with respect to air quality, water quality, sea level rise, and flooding, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 7-4)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. – SUSTAINABILITY • Sec 6.02 Land development and zoning.	The City of New Smyrna Beach, in order to preserve the distinctive character of the city's history, strengthen the city's economic base, and enhance the sense of place in the residential neighborhoods, shall strengthen city standards, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 8-3)
Article VI. – SUSTAINABILITY • Sec 6.03 Historic Preservation.	The City of New Smyrna Beach, in order to preserve and enhance the historic quality of the city, foster economic development, manage growth, improve property values, and add to the quality of life of its citizens and visitors, shall strengthen the city's commitment to historic stewardship by: . .	See redline in the Charter proposed revisions document (Page 17 of 27) as the entire section language has been modified. (It is to lengthy to insert into this summary)	Focus on property rights aligned with *voluntary* maintenance of older or potentially *local* historic, but *privately owned* residences.	The language is ok as it is currently written in the Charter.	The CRC made a motion to discuss changing the language in Sec. 6.03 at their next meeting on June 17. (6/3/25 vote 11-0) The CRC made a motion to accept the language proposed by Palmer Wilson addressing Sec. 6.03 Historic Preservation (6/17/25 passed 8-1)(See Charter draft revisions to Sec. 6.03)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. SUSTAINABILITY • Sec. 6.05. Arts and Culture (Proposed New Section)	No language currently exists addressing Arts and Culture.	Sec. 6.05. Arts and Culture The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to arts and cultural endeavors by: (a) Prioritizing public art, community arts and cultural events. (b) Providing guidance and information related to grant opportunities and other potential funding resources for arts and cultural activities. (c) Preserving existing art and cultural events in the City, while encouraging the addition of new events in the City, to the extent it is possible.	The CRC felt this was an integral part of the City's culture and commitment and should be recognized in the City Charter.	None	The CRC made a motion to approve the language for the proposed new Charter section *6.05 Arts and Culture.* Motion passed unanimously (9-0).

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VII. CITIZEN PARTICIPATION Sec. 7.03 Charter review.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission in 2026 and every ten (10) years thereafter. Each zone in the city shall have representation on the committee.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter.~~ Each zone in the city shall have representation on the committee.	The desire is to keep the Charter current and relevant and leave the option to review sooner than ten (10) years available if necessary.	If no modification is made, the Charter review will take place every ten (10) years. The correction is necessary due to the date for review expiring in 2026, as it should be a timeframe, not year specific going forward.	The CRC recommended approval of modifying the verbiage to review the City Charter at least every ten (10) years. 5/20/25 (Vote of 7-0)
Article I. ESTABLISHMENT AND POWERS Sec.1.05. Annexation.	(a) The City may annex contiguous territory in accordance with state law and by the following additional methods: . . .	The City Attorney noted this does need to be removed from the Charter and can be addressed by an Ordinance from City Commission	Needs to be removed from the Charter.	None	The City Attorney will draft the necessary Ordinance for presentation to the City Commission for action. (6-17-25)
CRC Recommendation for a Special Election in 2025	N/A	The CRC is recommending the City hold an off cycle special election in the fall (November/December 2025)	Revisions to the Charter be placed on a special election ballot in 2025 by the City Commission. Voter approved items would be effective immediately and would be in effect for the 2026 general election. The fee charged by the Supervisor of Elections generally increases annually.	If revisions to the Charter are delayed and placed on the general election ballot in 2026, items approved by the voters would not be in effect until the 2028 general election. A special election in 2025 would cost the City approximately $50,000. Since voter turnout is generally	**Member Hathaway moved that the Charter Review Committee revisions take effect in the 2026 election cycle. Member Billings seconded the motion The motion passed by 9-1 vote, with Member Rokjer voting no.(4-15-25)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
				10% in a special election, this could put the Charter Revisions in the hands of a small minority of the electorate.	
***Verbiage in ~~red~~ strikethrough is to be deleted. Verbiage in red is new proposed language.*					

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ord. No. 48-25 setting a charter referendum to determine if the City Clerk's employment classification should change from charter officer to department head.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance sets a charter referendum to determine if the City Clerk's employment classification should change from charter officer to a department head.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

N/A

ORDINANCE NO. 48-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH PROPOSING AMENDMENTS TO THE CITY OF NEW SMYRNA BEACH CHARTER; SETTING A CHARTER AMENDMENT REFERENDUM; AMENDING THE CHARTER OF THE CITY OF NEW SMYRNA BEACH TO CHANGE THE OFFICE OF CITY CLERK FROM A CHARTER OFFICER TO A DEPARTMENT HEAD; PROVIDING FOR A SPECIAL ELECTION TO BE HELD NOVEMBER 4, 2025, IN WHICH QUALIFIED ELECTORS OF THE CITY MAY VOTE FOR OR AGAINST THIS CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR PUBLIC NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of New Smyrna Beach, Florida, may be amended pursuant to the Municipal Home Rule Powers Act found in Chapter 166, Florida Statutes; and

WHEREAS, Section 166.031(1), Florida Statutes, provides that the governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter; and

WHEREAS, Section 166.031(1), Florida Statues, further provides that the governing body of the municipality shall place the proposed amendment contained in the petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose; and

WHEREAS, amendments to City of New Smyrna Beach's Charter have been submitted to the City of New Smyrna Beach by its Charter Review Committee; and

WHEREAS, the City Commission of the City of New Smyrna Beach, after review and consideration of the proposed amendments, has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City of New Smyrna Beach, Florida, that the City's Charter be amended as requested by the Charter Review Committee; and

WHEREAS, the City Commission of the City of New Smyrna Beach has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City that a referendum to amend the City's Charter be placed on the ballot at a special election to be held on November 4, 2025, in the City of New Smyrna Beach to amend the City Charter.

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

SECTION 1. SETTING OF CHARTER AMENDMENT REFERENDUM. The City Commission hereby calls for and orders the holding of a binding referendum for the qualified electors of the City of New Smyrna Beach at a special election to be held on November 4, 2025, in the City of New Smyrna Beach to decide whether a majority of the electors participating approve to amend the Charter. All of the qualified electors residing in the City of New Smyrna Beach shall be entitled and permitted to vote in such referendum.

SECTION 2. AMENDMENT TO THE CITY CHARTER. The City of New Smyrna Beach City Charter 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.)**

. . .

ARTICLE II. CITY COMMISSION

. . .

Sec. 2.03. Powers and duties of commission.

All powers of the city shall be vested in the city commission, except as otherwise provided by the Constitution of the State of Florida, this charter, or the Volusia County Charter. The city commission shall comply with and provide for the exercise thereof and for the performance of all duties and obligations imposed on the city by law and by this charter. The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager and~~,~~ the city attorney~~, and the city clerk~~. The city commission shall conduct an annual strategic planning process which includes implementation strategies.

. . .

Sec. 2.05. Prohibitions.

(a) *Holding other office.* Except where authorized by law, neither the mayor nor any commissioner shall hold any other elected public office, or otherwise be employed by the City of New Smyrna Beach, during the term for which the mayor or commissioner was elected to the commission. No former commission member shall hold any compensated appointive office or employment with the city until one year after the expiration of the term for which the mayor or commissioner was elected to the commission. The mayor and commissioners shall not be interested in the profits or emoluments of any contract, work, or service for the municipality, and any such contract in which any elected official is, or may become interested, shall be void. Nothing in this section shall be construed to prohibit the Commission from selecting any current or former commission member to represent the city on the governing board of any regional or other intergovernmental agency.

(b) *Appointments and removals.* Neither the city commission nor any of its members shall in any manner control or demand the appointment or removal of any city administrative officer or employee whom the city manager or any subordinate of the manager is empowered to

appoint, but the commission may express its views and fully and freely discuss with the city manager anything pertaining to appointment and removal of such officers and employees.

(c) *Interference with administration.* Except for the purpose of inquiries and investigations under section 2.09, or asking questions and gaining information to assist the members in the formulation of sound policies, the commission or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager or~~,~~ the city attorney, ~~and the city clerk~~ solely through these charter officers, and neither the commission nor its members shall give orders to any such officer or employee, either publicly or privately.

. . .

ARTICLE IV. CHARTER OFFICERS

Sec. 4.01. Appointment and removal.

The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk~~. If any charter officer is removed at any time after having served six (6) months, the charter officer may demand written charges and a public hearing upon the same before the city commission, and final removal shall not take effect until such hearing has been had, but the city commission may suspend the charter officer from office pending such hearing.

Sec. 4.02. City manager.

Sec. 4.02(a). Appointment and qualifications of the city manager. The city commission shall appoint a city manager by a majority vote of the entire commission who shall be the administrative head of the municipal government under the direction and supervision of the city commission. The city manager shall hold office at the pleasure of the city commission. The manager shall be chosen solely on the basis of education and experience in the accepted competencies and practices of local government management. The manager need not be a resident of the city or state at the time of appointment, but within six (6) months shall reside in the city unless otherwise approved by a vote of the city commission.

Sec. 4.02(b). Compensation of the city manager. The city manager shall receive such compensation as the city commission may by resolution fix.

Sec. 4.02(c). Acting city manager. By letter filed with the city clerk, the city commission shall designate a city officer or employee to exercise the powers and perform the duties of the city manager during the manager's temporary absence or disability; the city commission may revoke such designation at any time and appoint another officer of the city to serve until the city manager returns.

Sec. 4.02(d). Powers and Duties. The city manager shall be the chief executive officer of the city, responsible to the city commission for the management of all city affairs placed in the manager's charge by and under this charter. The city manager shall:

(1) See that the laws and ordinances are enforced;

(2) Appoint and remove the city clerk who shall serve as the election official and the custodian of the seal of the city and of all records and papers of a general character pertaining to the affairs of the municipality. The city clerk shall perform the duties specified in this Charter as well as those required by the city manager. Additionally, the city manager shall appoint and remove all other subordinate officers and employees of the city; provided, however, that the removal of any and all employees that are covered by the merit plan (see Appendix A Personnel Policies and Procedures Sec. 1) shall be subject to appeal as provided by the merit plan of the city;

(3) Exercise, control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the city commission, except for the offices of city attorney, ~~city clerk,~~ boards, commissions and authorities;

(4) See that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the city attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;

(5) Attend all meetings of the city commission with the right to take part in discussions without having a vote;

(6) Recommend to the city commission for adoption such measures as the manager may deem necessary or expedient in the interest of the city;

(7) Keep the city commission fully advised as to the financial condition and future needs of the city; prepare and submit the annual budget and capital program to the city commission; and, implement the final budget approved by the commission to achieve the goals of the city;

(8) Submit to the city commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;

(9) Make such other reports as the city commission may require concerning operations;

(10) Assist the city commission to develop long term goals for the city and strategies to implement these goals;

(11) Promote partnerships among the commission, staff, and residents in developing public policy and building a sense of community; and

(12) Perform such other duties as may be prescribed under this act or as may be required of the city manager by ordinance or a resolution or motion of the city commission.

Sec. 4.03. City attorney.

Sec. 4.03(a). Duties. The city attorney shall serve as chief legal adviser to the city commission, the city manager, ~~the city clerk,~~ and all city departments, offices and agencies, excluding the utilities commission who shall have independent representation; shall represent the city in all legal proceedings and shall perform any other duties prescribed by state law, by this charter, or by ordinance. The city commission may authorize the city attorney to employ assistant city attorneys or engage outside counsel whenever it is deemed necessary or expedient to employ such additional counsel, and such attorneys are to be selected by the city attorney and their compensation shall be fixed and determined by the city commission.

Sec. 4.03(b). Qualifications. The city attorney shall be a practicing attorney, a member in good standing of the Florida Bar, admitted to and have authority to practice in the courts of the State of Florida, and have experience in local government law.

~~**Sec. 4.04. City clerk.**~~

~~Sec. 4.04(a). Duties.~~
~~The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its members and the public; shall keep minutes of its proceedings; serve as the election official; and perform such other duties as are assigned by this charter or the city commission.~~

~~**Sec. 4.04(b). Qualifications.**~~
~~The City Clerk shall have a minimum experience of three years in progressively responsible related governmental administrative work or a comparable amount of training, education, or experience.~~

. . .

SECTION 3. PROPOSED BALLOT LANGUAGE. The question to be submitted to the electors shall appear on the ballot as follows:

CHARTER AMENDMENT
CHANGING THE CITY CLERK'S EMPLOYMENT CLASSIFICATION FROM CHARTER OFFICER TO DEPARTMENT HEAD

Shall the City of New Smyrna Beach adopt revised Charter Sections 2.03, 2.05, 4.01, 4.02, 4.03, and 4.04, to change the city clerk's employment classification from charter officer to department head of the city manager?

YES for Approval ___

NO against Approval ___

[title 14 words and summary 35 words]

ENMIENDA A LA CARTA
CAMBIA LA CLASIFICACIÓN LABORAL DEL SECRETARIO MUNICIPAL DE FUNCIONARIO DE LA CARTA A JEFE DE DEPARTAMENTO

¿Debería la Ciudad de New Smyrna Beach adoptar las Secciones 2.03, 2.05, 4.01, 4.02, 4.03 y 4.04 revisadas de la Carta Eclesiástica para cambiar la clasificación laboral del secretario municipal de funcionario de la carta constitutiva a jefe de departamento del administrador municipal?

Sí para aprobación ___
No en contra aprobación ___

SECTION 4. PUBLIC HEARING. That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on August 26, 2025, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 5. PUBLIC NOTICE. The City Manager or designee is hereby authorized and directed to provide public notice of the election in accordance with law.

SECTION 6. SEVERABILITY. If any portion or portions of this Ordinance are declared to be invalid, the remaining portions shall have the same force and effect as though such invalid portion or portions had not been included.

SECTION 7. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 8. CONFLICT. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect in accordance with general law. The Charter amendments set forth in this Ordinance shall not take effect unless approved by a majority of the qualified electors of the City of New Smyrna Beach voting

in an election to be called and held for that purpose on the 4th day of November, 2025. However, if approved by the voters, the Charter amendments set forth in this Ordinance shall take effect on January 1, 2026.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/5/2025

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

ORDINANCE NO. 49-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED AT THE SECOND READING AND PUBLIC HEARING, WOULD SET A REFERENDUM ON THE PROPOSED REVISION TO THE CITY CHARTER TO ADOPT THE CITY COMMISSION SALARY IN THE CHARTER AND TO INCREASE THE PERCENTAGE, AND ADOPT BALLOT LANGUAGE FOR THE ELECTORATE TO CONSIDER ON NOVEMBER 4, 2025.

August 12, 2025

Background:

In 2020, the citizens of New Smyrna Beach approved a voter referendum adopting a newly revised Charter. The Charter was a complete overhaul of the previous City Charter and many changes were made. As part of that overhaul, the Charter was to be regularly reviewed every 10 years. However, because the Charter was so significantly changed, the document built in a review period approximately half-way through the 10-year period in 2026.

After the election cycle in 2024, concerns were raised with the 2020 Charter changes - particularly, the inability for a candidate to secure the election despite an overwhelming win in the primary - and the City Commission undertook the process to review the Charter in 2025. Per state law Section 166.031(1), the governing body of a municipality may, by ordinance, submit to the electors a proposed amendment to the charter.

In January 2025, the City Commission appointed an 11-member Charter Review Committee, who were led by Charter Facilitator Susan Boyer, who undertook the review process beginning in April 2025. The Committee ended its deliberations in early July 2025 and recommended that seven ballot questions be considered by the City Commission for submittal to the electorate at a special election prior to the 2026 general election.

On July 28, 2025, the City Commission held a workshop to discuss the final report and recommendations from the Charter Review Committee. Those items were scheduled for formal consideration by the City Commission on August 12 and August 26, 2025.

Findings:

The fourth recommended revision by the Charter Review Committee is to insert the city commission salary into the Charter and to increase the salary.

Currently, the city commission salary is based on percentages that are based on state and

county regulations. The State of Florida sets the salary of county commissions by statute. The County of Volusia Charter states that its Chair shall receive 60% of the amount set by the state and that the remaining county council members receive 50% of the amount set by the state.

The city currently pays the mayor 50% of a County Council member's salary and the zone commissioners receive 75% of the mayor's salary. This is set by ordinance and can be changed by a majority vote of the city commission at any time.

If the proposed revision is accepted by the electors, the salary would no longer be able to be changed by the commission at any time. It would be inserted into the Charter and would require a voter referendum to make changes from what is set by the Charter.

The proposed increase to the salary would increase the mayor's salary from 50% of what a County Council member makes to 75% of what the Volusia County Council chair earns. While the zone commissioners would remain at 75% of what the mayor earns, the actual amount would increase based on the mayor's change from council member to council chair and the percentage increase.

Based on charts from the Florida Office of Economic and Demographic Research, the 24-25 amount set by the state for the County of Volusia Elected Officials was $112,324. Based on this number, the County Council Chair earns $67,394.40, while a Council Member receives $56,162. The Mayor currently earns $28,081, while the Commissioners earn $21,060.75. If the revised Charter language were in place today, the Mayor would earn $50,545.80 and the Commissioners would earn $37,909.35.

The Charter Review Committee's analysis is attached in the summary table.

Fiscal Analysis:
Adoption of the ordinance only sets the measure for consideration by the electorate. If approved by the electorate, there would be an increase to the budget for the increase in city commission salary.

Strategic Plan Item:
No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

Table_of_2025_City_of_NSB_Charter_Review_Committee_Proposed_Changes_and_Reas
2-25_Final_Report_.pdf
Business Impact Estimate - Ord 49-25 Charter Review Commission Salary.pdf
Ord 49-25 Revised Charter Ballot Language - Commission Salary.pdf

2025 NEW SMYRNA BEACH CHARTER REVIEW COMMITTEE (CRC) SUMMARY OF PROPOSED CHANGES & REASON(S) TO THE CITY CHARTER

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.02 Composition and terms of office	The mayor shall serve a term of two (2) years.	The mayor shall serve a term of four (4) years.	With a term of 2 years the Mayor is continuously campaigning. Insufficient time to accomplish goals. The Mayor is a commissioner; all other commissioners have a 4-year term. Increases Mayoral experience.	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate. With the Mayoral election every two years, the electorate has the ability to vote out a majority of the commission in each election cycle.	CRC recommended approval of 4-year mayoral term (4/15/25, vote of 8-1)
Article II. City Commission • Sec. 2.02 Composition and terms of office	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 2014. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 2012.	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28.	Update needed to current language to reflect the correct four (4) year term start date for commissioners.	None, as it is necessary to make the charter accurate.	This item is a necessary correction to update the Charter and make it accurate.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.03 Powers and duties of commission	The city commission shall annually perform performance reviews on the following charter officers: the city manager and, the city attorney, and the city clerk.	The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager and~~,~~ the city attorney~~, and the city clerk~~.	The City Clerk in most jurisdictions today work under the City Manager. Thus, streamlining the direct reports to City Commission to the City Attorney and City Mgr. The change also provides the City Clerk with one boss vs five bosses.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	CRC recommended approval of removing the reference to the City Clerk as it goes with the action taken in Section 4.01 (5/6/25, vote of 11-0) **There are multiple sections where this reference is being updated accordingly. Including Sec. 2.05(c).
Article II. City Commission • Sec. 2.11. - Compensation	The city commission shall determine the annual salary for the mayor and commissioners by ordinance.	Original discussion - No Change. Further discussion lead to proposed change. ~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance.~~ The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid	Setting by ordinance allows the commission to adjust based on current economics. CRC – discussed and no change was originally recommended. Upon further discussion the change was approved as shown in the Status column.	Discussion revolved around what was the appropriate methodology to set the Mayor and City Commission annual salary and keep it economically current. Provides the Commission with roughly a 50% raise. There was pro and con discussion on the provision of a "living wage" to the commissioners or should it be based on cost-of-living increase.	CRC recommended increasing the compensation of the Mayor to 75% of the Volusia County Chair and the City Commissioners to 75% of the Volusia County Representatives. (5/6/25, vote 9-2) This was brought back up for reconsideration and discussion on 5/20/25) *The new motion made the following changes. CRC recommended compensation of the Mayor to be 75% of the Volusia County Chair and the City Commissioners to be 75% of the base salary compensation paid to NSB Mayor. (5/20/25, vote 6-1)*

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.			
Article III. Elections Sec. 3.05 Nominations & elections; when primary election unnecessary; tie vote.	Section title; Nominations & elections; when primary election unnecessary; tie vote	Nominations & election; when primary or general election unnecessary; tie vote. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then that candidate shall be declared to be elected for the office and it shall not be	For clarification and functionality. The discussion centered around 2 concepts – (a) is 50% +1, the correct percentage or (b) should it be higher percentage like 60%?	No real downside as it would save money by not having to hold an election, as the winner could be determined in the primary. The general election usually has a higher voter turnout than the primary election, therefore this change could potentially put the power of the election in a smaller subset of the electorate.	CRC is recommending utilizing the 50 (fifty) plus 1(one) formula in the case of a Primary election, Section 3.05 Nomination and Election; When Primary Election Unnecessary; Tie Vote. (Motion passed 7-0)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		necessary to place his or her name on the ballot for the general election.			
Sec. 3.06. When term of office commences.	. . .The term of office for the mayor shall expire two (2) calendar years hence after the start of the term.	. . .The term of office for the mayor shall expire ~~two~~ four (~~24~~) calendar years hence after the start of the term.	Update the verbiage to match the proposed change of term for mayor from 2yr to 4yr in Sec. 2.02	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate.	CRC recommended approval of 4-year mayoral term on 4/15/25 (vote of 8-1)
Sec. 3.07. – Commission zones; adjustment of zones.	This section discusses the four (4) city commission zones	Discussion focused on city wide elections vs by zone.	A discussion followed regarding whether zone residents should have exclusive voting rights.	After discussion, it was the consensus zone-only voting would not be beneficial.	The committee reached a consensus not to pursue the idea of zone-only voting.(4-15-25)
Sec 3.08 Pernicious political activities.	Verification was requested that this also applied to the Mayor and Commissioners	City Attorney confirmed it does	After discussion, there was no issue with the current language.	After discussion, there was no issue with the current language.	Motion to keep section as is. (Motion passed unanimously)
Article IV. Charter Officers • Sec. 4.01 Appointment and removal	The city commission shall designate the following as charter officers and shall appoint and remove them by a majority vote of the entire city commission: city manager, city attorney, city clerk.	The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk.~~	This verbiage is a proposed modification that correlates to the changes in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC moved to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (Motion passed unanimously.) *This includes Sec. 4.02. City manager, (d)(2) and (d)(3); Sec 4.03. City attorney. Sec. 4.03(a); Sec. 4.04. City clerk. Remove the entire section (Sec.4.04(a). Duties and Sec. 4.04(b). Qualifications)
Article IV. Charter Officers	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to the city commission, the	This verbiage is being corrected to match the action taken to remove the city clerk from being a charger officer and to	This is a necessary language correction.	See action above for Article IV, Sec 4.01.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
• Sec.4.03 City Attorney	the city commission, the city manager, the city clerk, and all city departments, offices and agencies, ...	city manager~~, the city clerk~~, and all city departments, offices and agencies, ...	working under the City Manager.		
Article IV. Charter Officers • Section 4.04 (a) and (b) City Clerk	*Sec. 4.04 (a)Duties.* The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its. . . (b)*Qualifications* The City Clerk shall have a minimum . . .	~~*Sec.4.04(a).Duties. and Sec. 4.04(b) shall both be deleted in their entirety.*~~	This verbiage is a modification that correlates to the change in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager. This will stream line the process of having one boss instead of five. The job description will need to be updated accordingly. At the 5/20/25 meeting, the City Attorney reviewed how the ballot will be structured with the 3 related ballot questions concerning the City Clerk.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC recommended approval of the appointment of the City Clerk by the City Manager and serving at the pleasure of City Manager same as all other City employees. 5/6/25 (motion passed 8-3) On 5/20/25, Motion to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (motion passed unanimously). ***(All sections of the Charter impacted and requiring revision have been revised and reflected in the "red line" version of the Charter.)***
Article VI. – SUSTAINABILITY • Sec 6.01 Environmental Stewardship	The City of New Smyrna Beach, in order to insure the health and safety of its citizens and visitors, shall strengthen city standards with respect to air quality, water quality, sea level rise, and flooding, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 7-4)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. – SUSTAINABILITY • Sec 6.02 Land development and zoning.	The City of New Smyrna Beach, in order to preserve the distinctive character of the city's history, strengthen the city's economic base, and enhance the sense of place in the residential neighborhoods, shall strengthen city standards, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 8-3)
Article VI. – SUSTAINABILITY • Sec 6.03 Historic Preservation.	The City of New Smyrna Beach, in order to preserve and enhance the historic quality of the city, foster economic development, manage growth, improve property values, and add to the quality of life of its citizens and visitors, shall strengthen the city's commitment to historic stewardship by: . .	See redline in the Charter proposed revisions document (Page 17 of 27) as the entire section language has been modified. (It is to lengthy to insert into this summary)	Focus on property rights aligned with *voluntary* maintenance of older or potentially *local* historic, but *privately owned* residences.	The language is ok as it is currently written in the Charter.	The CRC made a motion to discuss changing the language in Sec. 6.03 at their next meeting on June 17. (6/3/25 vote 11-0) The CRC made a motion to accept the language proposed by Palmer Wilson addressing Sec. 6.03 Historic Preservation (6/17/25 passed 8-1)(See Charter draft revisions to Sec. 6.03)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. SUSTAINABILITY • Sec. 6.05. Arts and Culture (Proposed New Section)	No language currently exists addressing Arts and Culture.	Sec. 6.05. Arts and Culture The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to arts and cultural endeavors by: (a) Prioritizing public art, community arts and cultural events. (b) Providing guidance and information related to grant opportunities and other potential funding resources for arts and cultural activities. (c) Preserving existing art and cultural events in the City, while encouraging the addition of new events in the City, to the extent it is possible.	The CRC felt this was an integral part of the City's culture and commitment and should be recognized in the City Charter.	None	The CRC made a motion to approve the language for the proposed new Charter section *6.05 Arts and Culture.* Motion passed unanimously (9-0).

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VII. CITIZEN PARTICIPATION Sec. 7.03 Charter review.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission in 2026 and every ten (10) years thereafter. Each zone in the city shall have representation on the committee.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter.~~ Each zone in the city shall have representation on the committee.	The desire is to keep the Charter current and relevant and leave the option to review sooner than ten (10) years available if necessary.	If no modification is made, the Charter review will take place every ten (10) years. The correction is necessary due to the date for review expiring in 2026, as it should be a timeframe, not year specific going forward.	The CRC recommended approval of modifying the verbiage to review the City Charter at least every ten (10) years. 5/20/25 (Vote of 7-0)
Article I. ESTABLISHMENT AND POWERS Sec.1.05. Annexation.	(a) The City may annex contiguous territory in accordance with state law and by the following additional methods: . . .	The City Attorney noted this does need to be removed from the Charter and can be addressed by an Ordinance from City Commission	Needs to be removed from the Charter.	None	The City Attorney will draft the necessary Ordinance for presentation to the City Commission for action. (6-17-25)
CRC Recommendation for a Special Election in 2025	N/A	The CRC is recommending the City hold an off cycle special election in the fall (November/December 2025)	Revisions to the Charter be placed on a special election ballot in 2025 by the City Commission. Voter approved items would be effective immediately and would be in effect for the 2026 general election. The fee charged by the Supervisor of Elections generally increases annually.	If revisions to the Charter are delayed and placed on the general election ballot in 2026, items approved by the voters would not be in effect until the 2028 general election. A special election in 2025 would cost the City approximately $50,000. Since voter turnout is generally	**Member Hathaway moved that the Charter Review Committee revisions take effect in the 2026 election cycle. Member Billings seconded the motion The motion passed by 9-1 vote, with Member Rokjer voting no.(4-15-25)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
				10% in a special election, this could put the Charter Revisions in the hands of a small minority of the electorate.	
***Verbiage in ~~red~~ strikethrough is to be deleted. Verbiage in red is new proposed language.*					

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
Ord. No. 49-25 setting a charter referendum to determine if the Charter should be revised to set the commission salary by Charter and increase it.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 49-25 sets a charter referendum to consider revising the Charter to include the commission's salary and increasing it.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

N/A

ORDINANCE NO. 49-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH PROPOSING AMENDMENTS TO THE CITY OF NEW SMYRNA BEACH CHARTER; SETTING A CHARTER AMENDMENT REFERENDUM; AMENDING THE CHARTER OF THE CITY OF NEW SMYRNA BEACH TO SET THE CITY COMMISSION SALARY BY CHARTER AND TO INCREASE THE SALARY; PROVIDING FOR AN ELECTION ON THE OFFICIAL BALLOT OF THE GENERAL ELECTION TO BE HELD NOVEMBER 4, 2025, IN WHICH QUALIFIED ELECTORS OF THE CITY MAY VOTE FOR OR AGAINST THIS CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR PUBLIC NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of New Smyrna Beach, Florida, may be amended pursuant to the Municipal Home Rule Powers Act found in Chapter 166, Florida Statutes; and

WHEREAS, Section 166.031(1), Florida Statutes, provides that the governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter; and

WHEREAS, Section 166.031(1), Florida Statues, further provides that the governing body of the municipality shall place the proposed amendment contained in the petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose; and

WHEREAS, amendments to City of New Smyrna Beach's Charter have been submitted to the City of New Smyrna Beach by its Charter Review Committee; and

WHEREAS, the City Commission of the City of New Smyrna Beach, after review and consideration of the proposed amendments, has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City of New Smyrna Beach, Florida, that the City's Charter be amended as requested by the Charter Review Committee; and

WHEREAS, the City Commission of the City of New Smyrna Beach has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City that a referendum to amend the City's Charter be placed on the ballot at a special election to be held on November 4, 2025, in the City of New Smyrna Beach to amend the City Charter.

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

SECTION 1. SETTING OF CHARTER AMENDMENT REFERENDUM. The City Commission hereby calls for and orders the holding of a binding referendum for the qualified electors of the City of New Smyrna Beach at the next general election date scheduled for the City of New Smyrna Beach to decide whether a majority of the electors participating approve to amend the Charter. All of the qualified electors residing in the City of New Smyrna Beach shall be entitled and permitted to vote in such referendum.

SECTION 2. AMENDMENT TO THE CITY CHARTER. The City of New Smyrna Beach City Charter 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.)**

...

ARTICLE II. CITY COMMISSION

...

Sec. 2.11. Compensation.

~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance.~~ The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council chair's salary. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.

...

SECTION 3. PROPOSED BALLOT LANGUAGE. The question to be submitted to the electors shall appear on the ballot as follows:

CHARTER AMENDMENT
SETTING THE SALARY OF THE CITY COMMISSION BY CHARTER AND INCREASING THE SALARY

Shall the City of New Smyrna Beach adopt revised Charter Section 2.11, to set the salary of the City Commission by Charter, requiring a voter referendum for any future changes to the salary, and increase the salary of the mayor from 50% of a Volusia County council member's salary to 75% of the Volusia County council chair's salary, resulting in an increase to the zone commissioner salaries who receive 75% of the mayor's salary?

YES for Approval ___
NO against Approval ___

[title 15 words and summary 74 words]

ENMIENDA A LA CARTA
FIJACIÓN DEL SALARIO DE LA COMISIÓN MUNICIPAL POR CARTA Y AUMENTO DEL SALARIO

¿Debería la Ciudad de New Smyrna Beach adoptar la Sección 2.11 revisada de la Carta, para fijar el salario de la Comisión de la Ciudad por Carta, requiriendo un referéndum de los votantes para cualquier cambio futuro al salario, y aumentar el salario del alcalde del 50% del salario de un miembro del consejo del Condado de Volusia al 75% del salario del presidente del consejo del Condado de Volusia, lo que resulta en un aumento de los salarios de los comisionados de zona que reciben el 75% del salario del alcalde?

Sí para aprobación ___
No en contra aprobación ___

SECTION 4. PUBLIC HEARING. That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on August 26, 2025, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 5. PUBLIC NOTICE. The City Manager or designee is hereby authorized and directed to provide public notice of the election in accordance with law.

SECTION 6. SEVERABILITY. If any portion or portions of this Ordinance are declared to be invalid, the remaining portions shall have the same force and effect as though such invalid portion or portions had not been included.

SECTION 7. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 8. CONFLICT. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect in accordance with general law. The Charter amendments set forth in this Ordinance shall not take effect unless approved by a majority of the qualified electors of the City of New Smyrna Beach voting in an election to be called and held for that purpose on the 4th day of November, 2025.

However, if approved by the voters, the Charter amendments set forth in this Ordinance shall take effect on January 1, 2026.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/6/2025

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

ORDINANCE NO. 50-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED AT THE SECOND READING AND PUBLIC HEARING, WOULD SET A REFERENDUM ON THE PROPOSED REVISION TO SECTION 6.03 - HISTORIC PRESERVATION, OF THE CHARTER FOR THE CITY OF NEW SMYRNA BEACH, AND ADOPT BALLOT LANGUAGE FOR THE ELECTORATE TO CONSIDER ON NOVEMBER 4, 2025.

August 12, 2025

Background:

In 2020, the citizens of New Smyrna Beach approved a voter referendum adopting a newly revised Charter. The Charter was a complete overhaul of the previous City Charter and many changes were made. As part of that overhaul, the Charter was to be regularly reviewed every 10 years. However, because the Charter was so significantly changed, the document built in a review period approximately half-way through the 10-year period in 2026.

After the election cycle in 2024, concerns were raised with the 2020 Charter changes - particularly, the inability for a candidate to secure the election despite an overwhelming win in the primary - and the City Commission undertook the process to review the Charter in 2025. Per state law Section 166.031(1), the governing body of a municipality may, by ordinance, submit to the electors a proposed amendment to the charter.

In January 2025, the City Commission appointed an 11-member Charter Review Committee, who were led by Charter Facilitator Susan Boyer, who undertook the review process beginning in April 2025. The Committee ended its deliberations in early July 2025 and recommended that seven ballot questions be considered by the City Commission for submittal to the electorate at a special election prior to the 2026 general election.

On July 28, 2025, the City Commission held a workshop to discuss the final report and recommendations from the Charter Review Committee. Those items were scheduled for formal consideration by the City Commission on August 12 and August 26, 2025.

Findings:

The fifth proposed revision recommended by the Charter Review Committee is to revise the existing language in Charter Section 6.03 related to Historic Preservation to prioritize historic preservation, rather than mandate certain actions by the City. The Committee's

summary of the modification and analysis is attached.

Fiscal Analysis:

.

Strategic Plan Item:

No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

Table_of_2025_City_of_NSB_Charter_Review_Committee_Proposed_Changes_and_Reas
2-25_Final_Report_.pdf
Business Impact Estimate - Ord 50-25 Charter Review Historic Preservation.pdf
Ord 50-25 Revised Charter Ballot Language - Historic Preservation.pdf

2025 NEW SMYRNA BEACH CHARTER REVIEW COMMITTEE (CRC) SUMMARY OF PROPOSED CHANGES & REASON(S) TO THE CITY CHARTER

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.02 Composition and terms of office	The mayor shall serve a term of two (2) years.	The mayor shall serve a term of four (4) years.	With a term of 2 years the Mayor is continuously campaigning. Insufficient time to accomplish goals. The Mayor is a commissioner; all other commissioners have a 4-year term. Increases Mayoral experience.	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate. With the Mayoral election every two years, the electorate has the ability to vote out a majority of the commission in each election cycle.	CRC recommended approval of 4-year mayoral term (4/15/25, vote of 8-1)
Article II. City Commission • Sec. 2.02 Composition and terms of office	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 2014. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 2012.	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28.	Update needed to current language to reflect the correct four (4) year term start date for commissioners.	None, as it is necessary to make the charter accurate.	This item is a necessary correction to update the Charter and make it accurate.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.03 Powers and duties of commission	The city commission shall annually perform performance reviews on the following charter officers: the city manager and, the city attorney, and the city clerk.	The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager and~~,~~ the city attorney~~, and the city clerk~~.	The City Clerk in most jurisdictions today work under the City Manager. Thus, streamlining the direct reports to City Commission to the City Attorney and City Mgr. The change also provides the City Clerk with one boss vs five bosses.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	CRC recommended approval of removing the reference to the City Clerk as it goes with the action taken in Section 4.01 (5/6/25, vote of 11-0) **There are multiple sections where this reference is being updated accordingly. Including Sec. 2.05(c).
Article II. City Commission • Sec. 2.11. - Compensation	The city commission shall determine the annual salary for the mayor and commissioners by ordinance.	Original discussion - No Change. Further discussion lead to proposed change. ~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance.~~ The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid	Setting by ordinance allows the commission to adjust based on current economics. CRC – discussed and no change was originally recommended. Upon further discussion the change was approved as shown in the Status column.	Discussion revolved around what was the appropriate methodology to set the Mayor and City Commission annual salary and keep it economically current. Provides the Commission with roughly a 50% raise. There was pro and con discussion on the provision of a "living wage" to the commissioners or should it be based on cost-of-living increase.	CRC recommended increasing the compensation of the Mayor to 75% of the Volusia County Chair and the City Commissioners to 75% of the Volusia County Representatives. (5/6/25, vote 9-2) This was brought back up for reconsideration and discussion on 5/20/25) *The new motion made the following changes. CRC recommended compensation of the Mayor to be 75% of the Volusia County Chair and the City Commissioners to be 75% of the base salary compensation paid to NSB Mayor. (5/20/25, vote 6-1)*

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.			
Article III. Elections Sec. 3.05 Nominations & elections; when primary election unnecessary; tie vote.	Section title; Nominations & elections; when primary election unnecessary; tie vote	Nominations & election; when primary or general election unnecessary; tie vote. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then that candidate shall be declared to be elected for the office and it shall not be	For clarification and functionality. The discussion centered around 2 concepts – (a) is 50% +1, the correct percentage or (b) should it be higher percentage like 60%?	No real downside as it would save money by not having to hold an election, as the winner could be determined in the primary. The general election usually has a higher voter turnout than the primary election, therefore this change could potentially put the power of the election in a smaller subset of the electorate.	CRC is recommending utilizing the 50 (fifty) plus 1(one) formula in the case of a Primary election, Section 3.05 Nomination and Election; When Primary Election Unnecessary; Tie Vote. (Motion passed 7-0)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		necessary to place his or her name on the ballot for the general election.			
Sec. 3.06. When term of office commences.	. . .The term of office for the mayor shall expire two (2) calendar years hence after the start of the term.	. . .The term of office for the mayor shall expire ~~two~~ four (~~2~~4) calendar years hence after the start of the term.	Update the verbiage to match the proposed change of term for mayor from 2yr to 4yr in Sec. 2.02	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate.	CRC recommended approval of 4-year mayoral term on 4/15/25 (vote of 8-1)
Sec. 3.07. – Commission zones; adjustment of zones.	This section discusses the four (4) city commission zones	Discussion focused on city wide elections vs by zone.	A discussion followed regarding whether zone residents should have exclusive voting rights.	After discussion, it was the consensus zone-only voting would not be beneficial.	The committee reached a consensus not to pursue the idea of zone-only voting.(4-15-25)
Sec 3.08 Pernicious political activities.	Verification was requested that this also applied to the Mayor and Commissioners	City Attorney confirmed it does	After discussion, there was no issue with the current language.	After discussion, there was no issue with the current language.	Motion to keep section as is. (Motion passed unanimously)
Article IV. Charter Officers • Sec. 4.01 Appointment and removal	The city commission shall designate the following as charter officers and shall appoint and remove them by a majority vote of the entire city commission: city manager, city attorney, city clerk.	The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk.~~	This verbiage is a proposed modification that correlates to the changes in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC moved to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (Motion passed unanimously.) *This includes Sec. 4.02. City manager, (d)(2) and (d)(3); Sec 4.03. City attorney. Sec. 4.03(a); Sec. 4.04. City clerk. Remove the entire section (Sec.4.04(a). Duties and Sec. 4.04(b). Qualifications)
Article IV. Charter Officers	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to the city commission, the	This verbiage is being corrected to match the action taken to remove the city clerk from being a charger officer and to	This is a necessary language correction.	See action above for Article IV, Sec 4.01.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
• Sec.4.03 City Attorney	the city commission, the city manager, the city clerk, and all city departments, offices and agencies, ...	city manager~~, the city clerk~~, and all city departments, offices and agencies, ...	working under the City Manager.		
Article IV. Charter Officers • Section 4.04 (a) and (b) City Clerk	*Sec. 4.04 (a)Duties.* The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its. . . (b)*Qualifications* The City Clerk shall have a minimum . . .	~~*Sec.4.04(a).Duties. and Sec. 4.04(b) shall both be deleted in their entirety.*~~	This verbiage is a modification that correlates to the change in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager. This will stream line the process of having one boss instead of five. The job description will need to be updated accordingly. At the 5/20/25 meeting, the City Attorney reviewed how the ballot will be structured with the 3 related ballot questions concerning the City Clerk.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC recommended approval of the appointment of the City Clerk by the City Manager and serving at the pleasure of City Manager same as all other City employees. 5/6/25 (motion passed 8-3) On 5/20/25, Motion to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (motion passed unanimously). ***(All sections of the Charter impacted and requiring revision have been revised and reflected in the "red line" version of the Charter.)***
Article VI. – SUSTAINABILITY • Sec 6.01 Environmental Stewardship	The City of New Smyrna Beach, in order to insure the health and safety of its citizens and visitors, shall strengthen city standards with respect to air quality, water quality, sea level rise, and flooding, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 7-4)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. – SUSTAINABILITY • Sec 6.02 Land development and zoning.	The City of New Smyrna Beach, in order to preserve the distinctive character of the city's history, strengthen the city's economic base, and enhance the sense of place in the residential neighborhoods, shall strengthen city standards, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 8-3)
Article VI. – SUSTAINABILITY • Sec 6.03 Historic Preservation.	The City of New Smyrna Beach, in order to preserve and enhance the historic quality of the city, foster economic development, manage growth, improve property values, and add to the quality of life of its citizens and visitors, shall strengthen the city's commitment to historic stewardship by: . .	See redline in the Charter proposed revisions document (Page 17 of 27) as the entire section language has been modified. (It is to lengthy to insert into this summary)	Focus on property rights aligned with *voluntary* maintenance of older or potentially *local* historic, but *privately owned* residences.	The language is ok as it is currently written in the Charter.	The CRC made a motion to discuss changing the language in Sec. 6.03 at their next meeting on June 17. (6/3/25 vote 11-0) The CRC made a motion to accept the language proposed by Palmer Wilson addressing Sec. 6.03 Historic Preservation (6/17/25 passed 8-1)(See Charter draft revisions to Sec. 6.03)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. SUSTAINABILITY • Sec. 6.05. Arts and Culture (Proposed New Section)	No language currently exists addressing Arts and Culture.	Sec. 6.05. Arts and Culture The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to arts and cultural endeavors by: (a) Prioritizing public art, community arts and cultural events. (b) Providing guidance and information related to grant opportunities and other potential funding resources for arts and cultural activities. (c) Preserving existing art and cultural events in the City, while encouraging the addition of new events in the City, to the extent it is possible.	The CRC felt this was an integral part of the City's culture and commitment and should be recognized in the City Charter.	None	The CRC made a motion to approve the language for the proposed new Charter section *6.05 Arts and Culture.* Motion passed unanimously (9-0).

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VII. CITIZEN PARTICIPATION Sec. 7.03 Charter review.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission in 2026 and every ten (10) years thereafter. Each zone in the city shall have representation on the committee.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter.~~ Each zone in the city shall have representation on the committee.	The desire is to keep the Charter current and relevant and leave the option to review sooner than ten (10) years available if necessary.	If no modification is made, the Charter review will take place every ten (10) years. The correction is necessary due to the date for review expiring in 2026, as it should be a timeframe, not year specific going forward.	The CRC recommended approval of modifying the verbiage to review the City Charter at least every ten (10) years. 5/20/25 (Vote of 7-0)
Article I. ESTABLISHMENT AND POWERS Sec.1.05. Annexation.	(a) The City may annex contiguous territory in accordance with state law and by the following additional methods: . . .	The City Attorney noted this does need to be removed from the Charter and can be addressed by an Ordinance from City Commission	Needs to be removed from the Charter.	None	The City Attorney will draft the necessary Ordinance for presentation to the City Commission for action. (6-17-25)
CRC Recommendation for a Special Election in 2025	N/A	The CRC is recommending the City hold an off cycle special election in the fall (November/December 2025)	Revisions to the Charter be placed on a special election ballot in 2025 by the City Commission. Voter approved items would be effective immediately and would be in effect for the 2026 general election. The fee charged by the Supervisor of Elections generally increases annually.	If revisions to the Charter are delayed and placed on the general election ballot in 2026, items approved by the voters would not be in effect until the 2028 general election. A special election in 2025 would cost the City approximately $50,000. Since voter turnout is generally	**Member Hathaway moved that the Charter Review Committee revisions take effect in the 2026 election cycle. Member Billings seconded the motion The motion passed by 9-1 vote, with Member Rokjer voting no.(4-15-25)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
				10% in a special election, this could put the Charter Revisions in the hands of a small minority of the electorate.	
***Verbiage in ~~red~~ strikethrough is to be deleted. Verbiage in red is new proposed language.*					

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ord. No. 50-25 setting a charter referendum to determine if the City Charter should be revised to prioritize historic preservation in the city instead of mandating certain actions related to historic preservation.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 50-25 sets a charter referendum to determine if historic preservation should be encouraged and prioritized instead of mandated.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

N/A

ORDINANCE NO. 50-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH PROPOSING AMENDMENTS TO THE CITY OF NEW SMYRNA BEACH CHARTER; SETTING A CHARTER AMENDMENT REFERENDUM; AMENDING THE CHARTER OF THE CITY OF NEW SMYRNA BEACH TO PRIORITIZE HISTORIC PRESERVATION IN THE CITY INSTEAD OF MANDATING ACTION; PROVIDING FOR AN ELECTION ON THE OFFICIAL BALLOT OF THE GENERAL ELECTION TO BE HELD NOVEMBER 4, 2025, IN WHICH QUALIFIED ELECTORS OF THE CITY MAY VOTE FOR OR AGAINST THIS CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR PUBLIC NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of New Smyrna Beach, Florida, may be amended pursuant to the Municipal Home Rule Powers Act found in Chapter 166, Florida Statutes; and

WHEREAS, Section 166.031(1), Florida Statutes, provides that the governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter; and

WHEREAS, Section 166.031(1), Florida Statues, further provides that the governing body of the municipality shall place the proposed amendment contained in the petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose; and

WHEREAS, amendments to City of New Smyrna Beach's Charter have been submitted to the City of New Smyrna Beach by its Charter Review Committee; and

WHEREAS, the City Commission of the City of New Smyrna Beach, after review and consideration of the proposed amendments, has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City of New Smyrna Beach, Florida, that the City's Charter be amended as requested by the Charter Review Committee; and

WHEREAS, the City Commission of the City of New Smyrna Beach has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City that a referendum to amend the City's Charter be placed on the ballot at a special election to be held on November 4, 2025, in the City of New Smyrna Beach to amend the City Charter.

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

SECTION 1. SETTING OF CHARTER AMENDMENT REFERENDUM. The City Commission hereby calls for and orders the holding of a binding referendum for the qualified electors of the City of New Smyrna Beach at a special election to be held November 4, 2025, in the City of New Smyrna Beach to decide whether a majority of the electors participating approve to amend the Charter. All of the qualified electors residing in the City of New Smyrna Beach shall be entitled and permitted to vote in such referendum.

SECTION 2. AMENDMENT TO THE CITY CHARTER. The City of New Smyrna Beach City Charter 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.)**

. . .

ARTICLE VI. SUSTAINABILITY

. . .

Sec. 6.03. Historic preservation.

The City of New Smyrna Beach, in order to preserve ~~and enhance~~ the historic quality of the city, shall~~foster economic development,~~ manage ~~growth, improve property values, and add to the quality of life of its citizens and visitors, shall strengthen~~ the city's ~~commitment to~~ historic stewardship by:

(a) ~~Updating the regulations pertaining to historic properties.~~ Continuing to encourage and/or assist owners of contributing structures in national or local historic districts to voluntarily maintain those structures as they contribute to the history of the City of New Smyrna Beach.

(b) ~~Creating and expanding upon local historic districts.~~ Assisting owners of contributing structures in national or local historic districts with guidance towards grant opportunities and/or tax credits that may support maintenance of those structures.

(c) ~~Developing guidelines that will assist owners in obtaining historic preservation property tax exemptions.~~ Encouraging local groups to organize, create private foundations, and/or take a leadership role to provide private financial support for the maintenance of privately owned local historic structures or sites.

(d) ~~Assist and facilitate owners of historic properties to access existing grant sources.~~ Continuing to provide financial support for the care and maintenance of all city owned historical or locally designated structures or sites within the City of New Smyrna Beach.

. . .

SECTION 3. PROPOSED BALLOT LANGUAGE. The question to be submitted to the electors shall appear on the ballot as follows:

CHARTER AMENDMENT
PRIORITIZING, BUT NOT MANDATING, HISTORIC PRESERVATION
IN THE CITY OF NEW SMYRNA BEACH

Shall the City of New Smyrna Beach adopt revised Charter Section 6.03, to prioritize historic preservation in the city, rather than mandating certain actions related to historic preservation?

YES for Approval ___

NO against Approval ___

[title 15 words and summary 28 words]

ENMIENDA A LA CARTA
PRIORIZA, PERO NO OBLIGA, LA PRESERVACIÓN HISTÓRICA
EN LA CIUDAD DE NEW SMYRNA BEACH

¿Debería la ciudad de New Smyrna Beach adoptar la Sección 6.03 revisada de la Carta, para priorizar la preservación histórica en la ciudad, en lugar de exigir ciertas acciones relacionadas con la preservación histórica?

Sí para aprobación ___
No en contra aprobación ___

SECTION 4. PUBLIC HEARING. That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on August 26, 2025, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 5. PUBLIC NOTICE. The City Manager or designee is hereby authorized and directed to provide public notice of the election in accordance with law.

SECTION 6. SEVERABILITY. If any portion or portions of this Ordinance are declared to be invalid, the remaining portions shall have the same force and effect as though such invalid portion or portions had not been included.

SECTION 7. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 8. CONFLICT. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect in accordance with general law. The Charter amendments set forth in this Ordinance shall not take effect unless approved by a majority of the qualified electors of the City of New Smyrna Beach voting in an election to be called and held for that purpose on the 4th day of November, 2025. However, if approved by the voters, the Charter amendments set forth in this Ordinance shall take effect on January 1, 2026.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/5/2025

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

ORDINANCE NO. 51-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED AT THE SECOND READING AND PUBLIC HEARING, WOULD SET A REFERENDUM ON THE PROPOSED ADDITION OF SECTION 6.05 - CULTURAL ARTS, TO THE CHARTER FOR THE CITY OF NEW SMYRNA BEACH, AND ADOPT BALLOT LANGUAGE FOR THE ELECTORATE TO CONSIDER ON NOVEMBER 4, 2025.

August 12, 2025

Background:

In 2020, the citizens of New Smyrna Beach approved a voter referendum adopting a newly revised Charter. The Charter was a complete overhaul of the previous City Charter and many changes were made. As part of that overhaul, the Charter was to be regularly reviewed every 10 years. However, because the Charter was so significantly changed, the document built in a review period approximately half-way through the 10-year period in 2026.

After the election cycle in 2024, concerns were raised with the 2020 Charter changes - particularly, the inability for a candidate to secure the election despite an overwhelming win in the primary - and the City Commission undertook the process to review the Charter in 2025. Per state law Section 166.031(1), the governing body of a municipality may, by ordinance, submit to the electors a proposed amendment to the charter.

In January 2025, the City Commission appointed an 11-member Charter Review Committee, who were led by Charter Facilitator Susan Boyer, who undertook the review process beginning in April 2025. The Committee ended its deliberations in early July 2025 and recommended that seven ballot questions be considered by the City Commission for submittal to the electorate at a special election prior to the 2026 general election.

On July 28, 2025, the City Commission held a workshop to discuss the final report and recommendations from the Charter Review Committee. Those items were scheduled for formal consideration by the City Commission on August 12 and August 26, 2025.

Findings:

The Charter Review Committee's sixth proposed revision to the Charter includes the addition of a section in the Sustainability Article for the prioritization of cultural arts in the City. It is similar to the historic preservation section in that it serves as a guidepost to future commissions that the City values the cultural arts in the city and wishes to preserve and enhance those arts. The Committee's proposed modification and analysis is

attached in the table.

Fiscal Analysis:
None.

Strategic Plan Item:
No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

Table_of_2025_City_of_NSB_Charter_Review_Committee_Proposed_Changes_and_Reas
2-25_Final_Report_.pdf
Business Impact Estimate - Ord 51-25 Charter Review Cultural Arts.pdf
Ord 51-25 Revised Charter Ballot Language - Cultural Arts.pdf

2025 NEW SMYRNA BEACH CHARTER REVIEW COMMITTEE (CRC) SUMMARY OF PROPOSED CHANGES & REASON(S) TO THE CITY CHARTER

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.02 Composition and terms of office	The mayor shall serve a term of two (2) years.	The mayor shall serve a term of four (4) years.	With a term of 2 years the Mayor is continuously campaigning. Insufficient time to accomplish goals. The Mayor is a commissioner; all other commissioners have a 4-year term. Increases Mayoral experience.	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate. With the Mayoral election every two years, the electorate has the ability to vote out a majority of the commission in each election cycle.	CRC recommended approval of 4-year mayoral term (4/15/25, vote of 8-1)
Article II. City Commission • Sec. 2.02 Composition and terms of office	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 2014. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 2012.	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28.	Update needed to current language to reflect the correct four (4) year term start date for commissioners.	None, as it is necessary to make the charter accurate.	This item is a necessary correction to update the Charter and make it accurate.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.03 Powers and duties of commission	The city commission shall annually perform performance reviews on the following charter officers: the city manager and, the city attorney, and the city clerk.	The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager and~~,~~ the city attorney~~, and the city clerk~~.	The City Clerk in most jurisdictions today work under the City Manager. Thus, streamlining the direct reports to City Commission to the City Attorney and City Mgr. The change also provides the City Clerk with one boss vs five bosses.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	CRC recommended approval of removing the reference to the City Clerk as it goes with the action taken in Section 4.01 (5/6/25, vote of 11-0) **There are multiple sections where this reference is being updated accordingly. Including Sec. 2.05(c).
Article II. City Commission • Sec. 2.11. - Compensation	The city commission shall determine the annual salary for the mayor and commissioners by ordinance.	Original discussion - No Change. Further discussion lead to proposed change. ~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance.~~ The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid	Setting by ordinance allows the commission to adjust based on current economics. CRC – discussed and no change was originally recommended. Upon further discussion the change was approved as shown in the Status column.	Discussion revolved around what was the appropriate methodology to set the Mayor and City Commission annual salary and keep it economically current. Provides the Commission with roughly a 50% raise. There was pro and con discussion on the provision of a "living wage" to the commissioners or should it be based on cost-of-living increase.	CRC recommended increasing the compensation of the Mayor to 75% of the Volusia County Chair and the City Commissioners to 75% of the Volusia County Representatives. (5/6/25, vote 9-2) This was brought back up for reconsideration and discussion on 5/20/25) *The new motion made the following changes. CRC recommended compensation of the Mayor to be 75% of the Volusia County Chair and the City Commissioners to be 75% of the base salary compensation paid to NSB Mayor. (5/20/25, vote 6-1)*

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.			
Article III. Elections Sec. 3.05 Nominations & elections; when primary election unnecessary; tie vote.	Section title; Nominations & elections; when primary election unnecessary; tie vote	Nominations & election; when primary or general election unnecessary; tie vote. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then that candidate shall be declared to be elected for the office and it shall not be	For clarification and functionality. The discussion centered around 2 concepts – (a) is 50% +1, the correct percentage or (b) should it be higher percentage like 60%?	No real downside as it would save money by not having to hold an election, as the winner could be determined in the primary. The general election usually has a higher voter turnout than the primary election, therefore this change could potentially put the power of the election in a smaller subset of the electorate.	CRC is recommending utilizing the 50 (fifty) plus 1(one) formula in the case of a Primary election, Section 3.05 Nomination and Election; When Primary Election Unnecessary; Tie Vote. (Motion passed 7-0)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		necessary to place his or her name on the ballot for the general election.			
Sec. 3.06. When term of office commences.	. . .The term of office for the mayor shall expire two (2) calendar years hence after the start of the term.	. . .The term of office for the mayor shall expire ~~two~~ four (~~2~~4) calendar years hence after the start of the term.	Update the verbiage to match the proposed change of term for mayor from 2yr to 4yr in Sec. 2.02	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate.	CRC recommended approval of 4-year mayoral term on 4/15/25 (vote of 8-1)
Sec. 3.07. – Commission zones; adjustment of zones.	This section discusses the four (4) city commission zones	Discussion focused on city wide elections vs by zone.	A discussion followed regarding whether zone residents should have exclusive voting rights.	After discussion, it was the consensus zone-only voting would not be beneficial.	The committee reached a consensus not to pursue the idea of zone-only voting.(4-15-25)
Sec 3.08 Pernicious political activities.	Verification was requested that this also applied to the Mayor and Commissioners	City Attorney confirmed it does	After discussion, there was no issue with the current language.	After discussion, there was no issue with the current language.	Motion to keep section as is. (Motion passed unanimously)
Article IV. Charter Officers • Sec. 4.01 Appointment and removal	The city commission shall designate the following as charter officers and shall appoint and remove them by a majority vote of the entire city commission: city manager, city attorney, city clerk.	The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk.~~	This verbiage is a proposed modification that correlates to the changes in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC moved to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (Motion passed unanimously.) *This includes Sec. 4.02. City manager, (d)(2) and (d)(3); Sec 4.03. City attorney. Sec. 4.03(a); Sec. 4.04. City clerk. Remove the entire section (Sec.4.04(a). Duties and Sec. 4.04(b). Qualifications)
Article IV. Charter Officers	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to the city commission, the	This verbiage is being corrected to match the action taken to remove the city clerk from being a charger officer and to	This is a necessary language correction.	See action above for Article IV, Sec 4.01.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
• Sec.4.03 City Attorney	the city commission, the city manager, the city clerk, and all city departments, offices and agencies, ...	city manager~~, the city clerk~~, and all city departments, offices and agencies, ...	working under the City Manager.		
Article IV. Charter Officers • Section 4.04 (a) and (b) City Clerk	*Sec. 4.04 (a)Duties.* The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its. . . (b)*Qualifications* The City Clerk shall have a minimum . . .	~~*Sec.4.04(a).Duties. and Sec. 4.04(b) shall both be deleted in their entirety.*~~	This verbiage is a modification that correlates to the change in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager. This will stream line the process of having one boss instead of five. The job description will need to be updated accordingly. At the 5/20/25 meeting, the City Attorney reviewed how the ballot will be structured with the 3 related ballot questions concerning the City Clerk.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC recommended approval of the appointment of the City Clerk by the City Manager and serving at the pleasure of City Manager same as all other City employees. 5/6/25 (motion passed 8-3) On 5/20/25, Motion to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (motion passed unanimously). ***(All sections of the Charter impacted and requiring revision have been revised and reflected in the "red line" version of the Charter.)***
Article VI. – SUSTAINABILITY • Sec 6.01 Environmental Stewardship	The City of New Smyrna Beach, in order to insure the health and safety of its citizens and visitors, shall strengthen city standards with respect to air quality, water quality, sea level rise, and flooding, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 7-4)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. – SUSTAINABILITY • Sec 6.02 Land development and zoning.	The City of New Smyrna Beach, in order to preserve the distinctive character of the city's history, strengthen the city's economic base, and enhance the sense of place in the residential neighborhoods, shall strengthen city standards, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 8-3)
Article VI. – SUSTAINABILITY • Sec 6.03 Historic Preservation.	The City of New Smyrna Beach, in order to preserve and enhance the historic quality of the city, foster economic development, manage growth, improve property values, and add to the quality of life of its citizens and visitors, shall strengthen the city's commitment to historic stewardship by: . .	See redline in the Charter proposed revisions document (Page 17 of 27) as the entire section language has been modified. (It is to lengthy to insert into this summary)	Focus on property rights aligned with *voluntary* maintenance of older or potentially *local* historic, but *privately owned* residences.	The language is ok as it is currently written in the Charter.	The CRC made a motion to discuss changing the language in Sec. 6.03 at their next meeting on June 17. (6/3/25 vote 11-0) The CRC made a motion to accept the language proposed by Palmer Wilson addressing Sec. 6.03 Historic Preservation (6/17/25 passed 8-1)(See Charter draft revisions to Sec. 6.03)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. SUSTAINABILITY • Sec. 6.05. Arts and Culture (Proposed New Section)	No language currently exists addressing Arts and Culture.	Sec. 6.05. Arts and Culture The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to arts and cultural endeavors by: (a) Prioritizing public art, community arts and cultural events. (b) Providing guidance and information related to grant opportunities and other potential funding resources for arts and cultural activities. (c) Preserving existing art and cultural events in the City, while encouraging the addition of new events in the City, to the extent it is possible.	The CRC felt this was an integral part of the City's culture and commitment and should be recognized in the City Charter.	None	The CRC made a motion to approve the language for the proposed new Charter section *6.05 Arts and Culture.* Motion passed unanimously (9-0).

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VII. CITIZEN PARTICIPATION Sec. 7.03 Charter review.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission in 2026 and every ten (10) years thereafter. Each zone in the city shall have representation on the committee.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter.~~ Each zone in the city shall have representation on the committee.	The desire is to keep the Charter current and relevant and leave the option to review sooner than ten (10) years available if necessary.	If no modification is made, the Charter review will take place every ten (10) years. The correction is necessary due to the date for review expiring in 2026, as it should be a timeframe, not year specific going forward.	The CRC recommended approval of modifying the verbiage to review the City Charter at least every ten (10) years. 5/20/25 (Vote of 7-0)
Article I. ESTABLISHMENT AND POWERS Sec.1.05. Annexation.	(a) The City may annex contiguous territory in accordance with state law and by the following additional methods: . . .	The City Attorney noted this does need to be removed from the Charter and can be addressed by an Ordinance from City Commission	Needs to be removed from the Charter.	None	The City Attorney will draft the necessary Ordinance for presentation to the City Commission for action. (6-17-25)
CRC Recommendation for a Special Election in 2025	N/A	The CRC is recommending the City hold an off cycle special election in the fall (November/December 2025)	Revisions to the Charter be placed on a special election ballot in 2025 by the City Commission. Voter approved items would be effective immediately and would be in effect for the 2026 general election. The fee charged by the Supervisor of Elections generally increases annually.	If revisions to the Charter are delayed and placed on the general election ballot in 2026, items approved by the voters would not be in effect until the 2028 general election. A special election in 2025 would cost the City approximately $50,000. Since voter turnout is generally	**Member Hathaway moved that the Charter Review Committee revisions take effect in the 2026 election cycle. Member Billings seconded the motion The motion passed by 9-1 vote, with Member Rokjer voting no.(4-15-25)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
				10% in a special election, this could put the Charter Revisions in the hands of a small minority of the electorate.	
***Verbiage in ~~red~~ strikethrough is to be deleted. Verbiage in red is new proposed language.*					

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ord. No. 51-25 setting a charter referendum to determine if Cultural Arts should be added as a priority to the City Charter.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 51-25 sets a charter referendum to determine if cultural arts should be deemed a priority in the City Charter.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

N/A

ORDINANCE NO. 51-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH PROPOSING AMENDMENTS TO THE CITY OF NEW SMYRNA BEACH CHARTER; SETTING A CHARTER AMENDMENT REFERENDUM; AMENDING THE CHARTER OF THE CITY OF NEW SMYRNA BEACH TO ESTABLISH A NEW SECTION PRIORITIZING CULTURAL ARTS IN THE CITY; PROVIDING FOR AN ELECTION ON THE OFFICIAL BALLOT OF THE GENERAL ELECTION TO BE HELD NOVEMBER 4, 2025, IN WHICH QUALIFIED ELECTORS OF THE CITY MAY VOTE FOR OR AGAINST THIS CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR PUBLIC NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of New Smyrna Beach, Florida, may be amended pursuant to the Municipal Home Rule Powers Act found in Chapter 166, Florida Statutes; and

WHEREAS, Section 166.031(1), Florida Statutes, provides that the governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter; and

WHEREAS, Section 166.031(1), Florida Statues, further provides that the governing body of the municipality shall place the proposed amendment contained in the petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose; and

WHEREAS, amendments to City of New Smyrna Beach's Charter have been submitted to the City of New Smyrna Beach by its Charter Review Committee; and

WHEREAS, the City Commission of the City of New Smyrna Beach, after review and consideration of the proposed amendments, has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City of New Smyrna Beach, Florida, that the City's Charter be amended as requested by the Charter Review Committee; and

WHEREAS, the City Commission of the City of New Smyrna Beach has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City that a referendum to amend the City's Charter be placed on the ballot at a special election to be held on November 4, 2025, in the City of New Smyrna Beach to amend the City Charter.

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

SECTION 1. SETTING OF CHARTER AMENDMENT REFERENDUM. The City Commission hereby calls for and orders the holding of a binding referendum for the qualified electors of the City of New Smyrna Beach at a special election to be held November 4, 2025, in the City of New Smyrna Beach to decide whether a majority of the electors participating approve to amend the Charter. All of the qualified electors residing in the City of New Smyrna Beach shall be entitled and permitted to vote in such referendum.

SECTION 2. AMENDMENT TO THE CITY CHARTER. The City of New Smyrna Beach City Charter 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.)**

. . .

ARTICLE VI. SUSTAINABILITY

. . .

Sec. 6.05. Cultural arts.

The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to the cultural arts by:

(a) Prioritizing public art, community arts, and cultural events.

(b) Providing guidance and information related to grant opportunities and other potential funding resources for cultural arts activities.

(c) Preserving the existing cultural arts events in the City, while encouraging the addition of new events and experiences in the City, to the extent possible.

. . .

SECTION 3. PROPOSED BALLOT LANGUAGE. The question to be submitted to the electors shall appear on the ballot as follows:

CHARTER AMENDMENT
ESTABLISHING CULTURAL ARTS AS A PRIORITY FOR THE CITY OF NEW SMYRNA BEACH

Shall the City of New Smyrna Beach adopt a new Charter Section 6.05, to establish cultural arts as a priority for the City?

YES for Approval ___
NO against Approval ___

[title 15 words and summary 23 words]

ENMIENDA A LA CARTA
ESTABLECIENDO LAS ARTES CULTURALES COMO PRIORIDAD PARA LA CIUDAD DE NEW SMYRNA BEACH

¿Debería la Ciudad de New Smyrna Beach adoptar una nueva Sección 6.05 de la Carta, para establecer las artes culturales como una prioridad para la Ciudad?

Sí para aprobación ___
No en contra aprobación ___

SECTION 4. PUBLIC HEARING. That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on August 26, 2025, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 5. PUBLIC NOTICE. The City Manager or designee is hereby authorized and directed to provide public notice of the election in accordance with law.

SECTION 6. SEVERABILITY. If any portion or portions of this Ordinance are declared to be invalid, the remaining portions shall have the same force and effect as though such invalid portion or portions had not been included.

SECTION 7. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 8. CONFLICT. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect in accordance with general law. The Charter amendments set forth in this Ordinance shall not take effect unless approved by a majority of the qualified electors of the City of New Smyrna Beach voting in an election to be called and held for that purpose on the 4th day of November, 2025. However, if approved by the voters, the Charter amendments set forth in this Ordinance shall take effect on January 1, 2026.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone
CARRIE AVALLONE
City Attorney

DATE: 8/6/2025

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

ORDINANCE NO. 52-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED AT THE SECOND READING AND PUBLIC HEARING, WOULD SET A REFERENDUM ON THE PROPOSED REVISION TO SECTION 7.03 CHARTER REVIEW, OF THE CHARTER FOR THE CITY OF NEW SMYRNA BEACH, AND ADOPT BALLOT LANGUAGE FOR THE ELECTORATE TO CONSIDER ON NOVEMBER 4, 2025.

August 12, 2025

Background:

In 2020, the citizens of New Smyrna Beach approved a voter referendum adopting a newly revised Charter. The Charter was a complete overhaul of the previous City Charter and many changes were made. As part of that overhaul, the Charter was to be regularly reviewed every 10 years. However, because the Charter was so significantly changed, the document built in a review period approximately half-way through the 10-year period in 2026.

After the election cycle in 2024, concerns were raised with the 2020 Charter changes - particularly, the inability for a candidate to secure the election despite an overwhelming win in the primary - and the City Commission undertook the process to review the Charter in 2025. Per state law Section 166.031(1), the governing body of a municipality may, by ordinance, submit to the electors a proposed amendment to the charter.

In January 2025, the City Commission appointed an 11-member Charter Review Committee, who were led by Charter Facilitator Susan Boyer, who undertook the review process beginning in April 2025. The Committee ended its deliberations in early July 2025 and recommended that seven ballot questions be considered by the City Commission for submittal to the electorate at a special election prior to the 2026 general election.

On July 28, 2025, the City Commission held a workshop to discuss the final report and recommendations from the Charter Review Committee. Those items were scheduled for formal consideration by the City Commission on August 12 and August 26, 2025.

Findings:

The sixth recommended revision to the Charter by the Charter Review Committee is to revise Section 7.03 to clarify that the City Commission is not restricted to reviewing the Charter every 10 years. This amendment is consistent with state law, F.S.S. 166.031(1), that permits a municipality to review its charter at any time upon adoption of an ordinance proposing an amendment to the Charter. The Committee's modification and

analysis is in the attached table for convenience.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

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2025 NEW SMYRNA BEACH CHARTER REVIEW COMMITTEE (CRC) SUMMARY OF PROPOSED CHANGES & REASON(S) TO THE CITY CHARTER

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.02 Composition and terms of office	The mayor shall serve a term of two (2) years.	The mayor shall serve a term of four (4) years.	With a term of 2 years the Mayor is continuously campaigning. Insufficient time to accomplish goals. The Mayor is a commissioner; all other commissioners have a 4-year term. Increases Mayoral experience.	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate. With the Mayoral election every two years, the electorate has the ability to vote out a majority of the commission in each election cycle.	CRC recommended approval of 4-year mayoral term (4/15/25, vote of 8-1)
Article II. City Commission • Sec. 2.02 Composition and terms of office	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 2014. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 2012.	Each commissioner shall serve a term of four (4) years. Commissioners from zones 1 and 2 shall be elected every four (4) years beginning with the general election to be held in November, 20~~14~~26. Commissioners from zones 3 and 4 shall be elected every four (4) years beginning with the general election to be held in November, 20~~12~~28.	Update needed to current language to reflect the correct four (4) year term start date for commissioners.	None, as it is necessary to make the charter accurate.	This item is a necessary correction to update the Charter and make it accurate.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article II. City Commission • Sec. 2.03 Powers and duties of commission	The city commission shall annually perform performance reviews on the following charter officers: the city manager and, the city attorney, and the city clerk.	The city commission shall annually perform performance reviews on the ~~following charter officers: the~~ city manager and~~,~~ the city attorney~~, and the city clerk~~.	The City Clerk in most jurisdictions today work under the City Manager. Thus, streamlining the direct reports to City Commission to the City Attorney and City Mgr. The change also provides the City Clerk with one boss vs five bosses.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	CRC recommended approval of removing the reference to the City Clerk as it goes with the action taken in Section 4.01 (5/6/25, vote of 11-0) **There are multiple sections where this reference is being updated accordingly. Including Sec. 2.05(c).
Article II. City Commission • Sec. 2.11. - Compensation	The city commission shall determine the annual salary for the mayor and commissioners by ordinance.	Original discussion - No Change. Further discussion lead to proposed change. ~~The city commission shall determine the annual salary of the mayor and commissioners by ordinance.~~ The mayor shall receive a sum equal to 75 percent of the annual salary paid to the Volusia County council chair. City commissioners shall receive a sum equal to 75 percent of the sum paid to the mayor. Salary payments to the mayor and city commissioners shall be paid in bi-weekly installments. The compensation paid	Setting by ordinance allows the commission to adjust based on current economics. CRC – discussed and no change was originally recommended. Upon further discussion the change was approved as shown in the Status column.	Discussion revolved around what was the appropriate methodology to set the Mayor and City Commission annual salary and keep it economically current. Provides the Commission with roughly a 50% raise. There was pro and con discussion on the provision of a "living wage" to the commissioners or should it be based on cost-of-living increase.	CRC recommended increasing the compensation of the Mayor to 75% of the Volusia County Chair and the City Commissioners to 75% of the Volusia County Representatives. (5/6/25, vote 9-2) This was brought back up for reconsideration and discussion on 5/20/25) *The new motion made the following changes. CRC recommended compensation of the Mayor to be 75% of the Volusia County Chair and the City Commissioners to be 75% of the base salary compensation paid to NSB Mayor. (5/20/25, vote 6-1)*

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		to the mayor and city commissioners in subsequent fiscal years shall be adjusted in accordance with adjustments made to the Volusia County council members' salaries. In addition, each member of the city commission, including the mayor, may receive necessary and actual expenses and benefits as established by ordinance.			
Article III. Elections Sec. 3.05 Nominations & elections; when primary election unnecessary; tie vote.	Section title; Nominations & elections; when primary election unnecessary; tie vote	Nominations & election; when primary or general election unnecessary; tie vote. However, if and when a candidate for mayor or commissioner receives fifty percent plus one vote of the votes in the primary election, then that candidate shall be declared to be elected for the office and it shall not be	For clarification and functionality. The discussion centered around 2 concepts – (a) is 50% +1, the correct percentage or (b) should it be higher percentage like 60%?	No real downside as it would save money by not having to hold an election, as the winner could be determined in the primary. The general election usually has a higher voter turnout than the primary election, therefore this change could potentially put the power of the election in a smaller subset of the electorate.	CRC is recommending utilizing the 50 (fifty) plus 1(one) formula in the case of a Primary election, Section 3.05 Nomination and Election; When Primary Election Unnecessary; Tie Vote. (Motion passed 7-0)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
		necessary to place his or her name on the ballot for the general election.			
Sec. 3.06. When term of office commences.	. . .The term of office for the mayor shall expire two (2) calendar years hence after the start of the term.	. . .The term of office for the mayor shall expire ~~two~~ four (~~2~~4) calendar years hence after the start of the term.	Update the verbiage to match the proposed change of term for mayor from 2yr to 4yr in Sec. 2.02	Bi-annually elected mayor might remain more responsive to the majority opinion of the electorate.	CRC recommended approval of 4-year mayoral term on 4/15/25 (vote of 8-1)
Sec. 3.07. – Commission zones; adjustment of zones.	This section discusses the four (4) city commission zones	Discussion focused on city wide elections vs by zone.	A discussion followed regarding whether zone residents should have exclusive voting rights.	After discussion, it was the consensus zone-only voting would not be beneficial.	The committee reached a consensus not to pursue the idea of zone-only voting.(4-15-25)
Sec 3.08 Pernicious political activities.	Verification was requested that this also applied to the Mayor and Commissioners	City Attorney confirmed it does	After discussion, there was no issue with the current language.	After discussion, there was no issue with the current language.	Motion to keep section as is. (Motion passed unanimously)
Article IV. Charter Officers • Sec. 4.01 Appointment and removal	The city commission shall designate the following as charter officers and shall appoint and remove them by a majority vote of the entire city commission: city manager, city attorney, city clerk.	The city commission shall designate the city manager and city attorney ~~following~~ as charter officers and shall appoint and remove them by a majority vote of the entire city commission.~~: city manager, city attorney, city clerk.~~	This verbiage is a proposed modification that correlates to the changes in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC moved to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (Motion passed unanimously.) *This includes Sec. 4.02. City manager, (d)(2) and (d)(3); Sec 4.03. City attorney. Sec. 4.03(a); Sec. 4.04. City clerk. Remove the entire section (Sec.4.04(a). Duties and Sec. 4.04(b). Qualifications)
Article IV. Charter Officers	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to	*Sec 4.03(a). Duties.* The city attorney shall serve as chief legal advisor to the city commission, the	This verbiage is being corrected to match the action taken to remove the city clerk from being a charger officer and to	This is a necessary language correction.	See action above for Article IV, Sec 4.01.

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
• Sec.4.03 City Attorney	the city commission, the city manager, the city clerk, and all city departments, offices and agencies, ...	city manager~~, the city clerk~~, and all city departments, offices and agencies, ...	working under the City Manager.		
Article IV. Charter Officers • Section 4.04 (a) and (b) City Clerk	*Sec. 4.04 (a)Duties.* The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its. . . (b)*Qualifications* The City Clerk shall have a minimum . . .	~~*Sec.4.04(a).Duties. and Sec. 4.04(b) shall both be deleted in their entirety.*~~	This verbiage is a modification that correlates to the change in Sec. 2.03 as it relates to moving the City Clerk from being a charter officer to under the City Manager. This will stream line the process of having one boss instead of five. The job description will need to be updated accordingly. At the 5/20/25 meeting, the City Attorney reviewed how the ballot will be structured with the 3 related ballot questions concerning the City Clerk.	It would maintain the status quo but continues the situation of the City Clerk having five bosses giving direction.	The CRC recommended approval of the appointment of the City Clerk by the City Manager and serving at the pleasure of City Manager same as all other City employees. 5/6/25 (motion passed 8-3) On 5/20/25, Motion to revise all sections in the Charter relating to the City Clerk being removed as a charter employee, to being under the City Manager's direction. (motion passed unanimously). ***(All sections of the Charter impacted and requiring revision have been revised and reflected in the "red line" version of the Charter.)***
Article VI. – SUSTAINABILITY • Sec 6.01 Environmental Stewardship	The City of New Smyrna Beach, in order to insure the health and safety of its citizens and visitors, shall strengthen city standards with respect to air quality, water quality, sea level rise, and flooding, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 7-4)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. – SUSTAINABILITY • Sec 6.02 Land development and zoning.	The City of New Smyrna Beach, in order to preserve the distinctive character of the city's history, strengthen the city's economic base, and enhance the sense of place in the residential neighborhoods, shall strengthen city standards, including:	No Change recommended	This was a long discussion of pros and cons for modifications and leaving it as written.	This was a long discussion of pros and cons for modifications and leaving it as written.	The CRC recommended leaving this section as it is currently written (6/3/25 vote 8-3)
Article VI. – SUSTAINABILITY • Sec 6.03 Historic Preservation.	The City of New Smyrna Beach, in order to preserve and enhance the historic quality of the city, foster economic development, manage growth, improve property values, and add to the quality of life of its citizens and visitors, shall strengthen the city's commitment to historic stewardship by: . .	See redline in the Charter proposed revisions document (Page 17 of 27) as the entire section language has been modified. (It is to lengthy to insert into this summary)	Focus on property rights aligned with *voluntary* maintenance of older or potentially *local* historic, but *privately owned* residences.	The language is ok as it is currently written in the Charter.	The CRC made a motion to discuss changing the language in Sec. 6.03 at their next meeting on June 17. (6/3/25 vote 11-0) The CRC made a motion to accept the language proposed by Palmer Wilson addressing Sec. 6.03 Historic Preservation (6/17/25 passed 8-1)(See Charter draft revisions to Sec. 6.03)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VI. SUSTAINABILITY • Sec. 6.05. Arts and Culture (Proposed New Section)	No language currently exists addressing Arts and Culture.	Sec. 6.05. Arts and Culture The City of New Smyrna Beach, to preserve and enhance the quality of life for its citizens and visitors, shall continue its commitment to arts and cultural endeavors by: (a) Prioritizing public art, community arts and cultural events. (b) Providing guidance and information related to grant opportunities and other potential funding resources for arts and cultural activities. (c) Preserving existing art and cultural events in the City, while encouraging the addition of new events in the City, to the extent it is possible.	The CRC felt this was an integral part of the City's culture and commitment and should be recognized in the City Charter.	None	The CRC made a motion to approve the language for the proposed new Charter section *6.05 Arts and Culture.* Motion passed unanimously (9-0).

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
Article VII. CITIZEN PARTICIPATION Sec. 7.03 Charter review.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission in 2026 and every ten (10) years thereafter. Each zone in the city shall have representation on the committee.	There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter.~~ Each zone in the city shall have representation on the committee.	The desire is to keep the Charter current and relevant and leave the option to review sooner than ten (10) years available if necessary.	If no modification is made, the Charter review will take place every ten (10) years. The correction is necessary due to the date for review expiring in 2026, as it should be a timeframe, not year specific going forward.	The CRC recommended approval of modifying the verbiage to review the City Charter at least every ten (10) years. 5/20/25 (Vote of 7-0)
Article I. ESTABLISHMENT AND POWERS Sec.1.05. Annexation.	(a) The City may annex contiguous territory in accordance with state law and by the following additional methods: . . .	The City Attorney noted this does need to be removed from the Charter and can be addressed by an Ordinance from City Commission	Needs to be removed from the Charter.	None	The City Attorney will draft the necessary Ordinance for presentation to the City Commission for action. (6-17-25)
CRC Recommendation for a Special Election in 2025	N/A	The CRC is recommending the City hold an off cycle special election in the fall (November/December 2025)	Revisions to the Charter be placed on a special election ballot in 2025 by the City Commission. Voter approved items would be effective immediately and would be in effect for the 2026 general election. The fee charged by the Supervisor of Elections generally increases annually.	If revisions to the Charter are delayed and placed on the general election ballot in 2026, items approved by the voters would not be in effect until the 2028 general election. A special election in 2025 would cost the City approximately $50,000. Since voter turnout is generally	**Member Hathaway moved that the Charter Review Committee revisions take effect in the 2026 election cycle. Member Billings seconded the motion The motion passed by 9-1 vote, with Member Rokjer voting no.(4-15-25)

Section # and Title	Current Verbiage	Proposed Verbiage	Reasons for Proposed Modification	Reasons for ***Not*** Making Proposed Modification	CRC Recommendations
				10% in a special election, this could put the Charter Revisions in the hands of a small minority of the electorate.	
***Verbiage in ~~red~~ strikethrough is to be deleted. Verbiage in red is new proposed language.*					

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ord. No. 52-25 setting a charter referendum to clarify that the Charter should be revised at least once every ten years.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 52-25 sets a charter referendum to consider revising the Charter to state it must be reviewed at least once every ten years.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

N/A

ORDINANCE NO. 52-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH PROPOSING AMENDMENTS TO THE CITY OF NEW SMYRNA BEACH CHARTER; SETTING A CHARTER AMENDMENT REFERENDUM; AMENDING THE CHARTER OF THE CITY OF NEW SMYRNA BEACH TO REQUIRE THE CHARTER TO BE REVIEWED AT LEAST ONCE EVERY 10 YEARS; PROVIDING FOR AN ELECTION ON THE OFFICIAL BALLOT OF THE GENERAL ELECTION TO BE HELD NOVEMBER 4, 2025, IN WHICH QUALIFIED ELECTORS OF THE CITY MAY VOTE FOR OR AGAINST THIS CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR PUBLIC NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of New Smyrna Beach, Florida, may be amended pursuant to the Municipal Home Rule Powers Act found in Chapter 166, Florida Statutes; and

WHEREAS, Section 166.031(1), Florida Statutes, provides that the governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter; and

WHEREAS, Section 166.031(1), Florida Statues, further provides that the governing body of the municipality shall place the proposed amendment contained in the petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose; and

WHEREAS, amendments to City of New Smyrna Beach's Charter have been submitted to the City of New Smyrna Beach by its Charter Review Committee; and

WHEREAS, the City Commission of the City of New Smyrna Beach, after review and consideration of the proposed amendments, has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City of New Smyrna Beach, Florida, that the City's Charter be amended as requested by the Charter Review Committee; and

WHEREAS, the City Commission of the City of New Smyrna Beach has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City that a referendum to amend the City's Charter be placed on the ballot at a special election to be held on November 4, 2025, in the City of New Smyrna Beach to amend the City Charter.

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

SECTION 1. SETTING OF CHARTER AMENDMENT REFERENDUM. The City Commission hereby calls for and orders the holding of a binding referendum for the qualified electors of the City of New Smyrna Beach at a special election to be held November 4, 2025, in the City of New Smyrna Beach to decide whether a majority of the electors participating approve to amend the Charter. All of the qualified electors residing in the City of New Smyrna Beach shall be entitled and permitted to vote in such referendum.

SECTION 2. AMENDMENT TO THE CITY CHARTER. The City of New Smyrna Beach City Charter 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.)**

. . .

ARTICLE VII. CITIZEN PARTICIPATION

. . .

Sec. 7.03. Charter review.

There shall be a periodic review of this Charter by a charter review advisory committee appointed by the city commission at least once ~~in 2026 and~~ every ten (10) years ~~thereafter~~. Each zone in the city shall have representation on the committee.

. . .

SECTION 3. PROPOSED BALLOT LANGUAGE. The question to be submitted to the electors shall appear on the ballot as follows:

CHARTER AMENDMENT
MANDATING THAT THE CHARTER BE REVIEWED AT LEAST ONCE EVERY 10 YEARS

Shall the City of New Smyrna Beach revise Charter Section 7.03, to mandate that the Charter be reviewed by an advisory committee appointed by the city commission at least once every 10 years?

YES for Approval ___
NO against Approval ___

[title 14 words and summary 33 words]

ENMIENDA A LA CARTA
QUE EXIGE QUE LA CARTA SE REVISE AL MENOS CADA 10 AÑOS

¿Debería la Ciudad de New Smyrna Beach revisar la Sección 7.03 de la Carta, para exigir que la Carta sea revisada por un comité asesor designado por la comisión de la ciudad al menos una vez cada 10 años?

Sí para aprobación ___ No en contra aprobación ___

SECTION 4. PUBLIC HEARING. That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on August 26, 2025, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 5. PUBLIC NOTICE. The City Manager or designee is hereby authorized and directed to provide public notice of the election in accordance with law.

SECTION 6. SEVERABILITY. If any portion or portions of this Ordinance are declared to be invalid, the remaining portions shall have the same force and effect as though such invalid portion or portions had not been included.

SECTION 7. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 8. CONFLICT. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect in accordance with general law. The Charter amendments set forth in this Ordinance shall not take effect unless approved by a majority of the qualified electors of the City of New Smyrna Beach voting in an election to be called and held for that purpose on the 4th day of November, 2025. However, if approved by the voters, the Charter amendments set forth in this Ordinance shall take effect on January 1, 2026.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/5/2025

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

CONSIDER THE APPOINTMENT OF TWO (2) MEMBERS TO THE UTILITIES COMMISSION TO FILL THE CURRENT VACANCIES.

August 12, 2025

Background:

Pursuant to Article VIII of the City Charter, the Utilities Commission of New Smyrna Beach consists of five (5) members appointed by the City Commission. The Commission is responsible for managing, operating, and controlling all of the city's utilities. Members must be qualified electors and freeholders in New Smyrna Beach and may not be city employees or elected/appointed officers.

Findings:

Objectives for Utilities Commission Members

Governance & Oversight

- Ensure the effective management, operation, and control of all city utilities in accordance with the city charter.

Strategic Decision-Making

- Participate in monthly public meetings to review utility performance, address operational challenges, and set strategic direction.

Personnel Management

- Approve the hiring of engineers, auditors, attorneys, and other personnel essential to utility operations.

Policy & Regulation

- Establish and maintain rules and procedures for commission meetings and business operations.

Community Representation

- Serve as qualified electors and freeholders of New Smyrna Beach, representing the interests of residents while maintaining independence from city employment or office.

Ethical Conduct

- Uphold standards of integrity and accountability, with removal possible for malfeasance, misfeasance, nonfeasance, or felony conviction.

Term & Compensation

- Serve up to three consecutive three-year terms, with compensation not exceeding $100/month plus approved expenses.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Lillian Conrad - UC Application.pdf
Francis Dalton - UC Application.pdf
Deborah Denys - UC Application.pdf
Jeff Devine - UC Application.pdf
John Elnitsky - UC Application.pdf
Jim Hathaway - UC Application.pdf
Chip Weston - UC Application.pdf
UC Board Roster 07.09.2025.pdf

Boards & Commissions Application

Profile

Lillian
First Name

Conrad
Last Name

lconrad@conradcc.com
Email Address

2700 North Peninsula Avenue #416, New Smyrna Beach, FL 32169
Home Address

P.O. Box 1359
Suite or Apt

Edgewater
City

FL
State

32132
Postal Code

Home: (813) 787-8662
Primary Phone

Business: (386) 409-7881
Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

23

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Antioch Township High School

College(s)

Purdue University

Degrees held

M.S.M. with functional Concentration in Accounting Purdue University, 1975 •!• Post Graduate studies at Purdue University •!• Stonier Graduate School of Banking

Conrad__Lillian_-_UC_Application.pdf
Upload a Resume

Work Experience

Conrad Consulting Corporation
Employer

President
Job Title

Please describe your work experience, if any.

1983-Present Conrad Consulting Corporation, C.P.A. Firm, President

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Prior to UC was on Economic Development Advisory Board. Resigned appointment when was appointed to UC Commission; and was UC rep until the EDAB board ceased having advisory reps. Am advisory on NSB Residents Coalition. Certified SCORE mentor and SE Region liaison for SCORE; active 15 years. Project Manager NSB Mainstreet,Inc. DBA CSHD Association. Past President SEV Chamber of Commerce. Various Committees FICPA. Board Member 501(c)3 local organizations past and present.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Current commissioner and interested in reappointment. My participation in the Commission during the prior term provides a background for the upcoming term and my schedule that includes participating in City workshops and staying current on City priorities is beneficial to the NSB Utilities. You can find further information at my website, conradcc.com. Will provide a CV if you desire.

References

Name of Reference #1 (Please do not list current elected officials)

Sally Gillespie

Address of Reference #1

N. Peninsula New Smyrna Beach, FL 32168

Telephone Number of Reference #1

(386) 689-8318

Email address of reference #1

sallgill10@icloud.com

Nature of your relationship (business/personal).

professional and personal

Name of Reference #2 (Please do not list current elected officials)

Judy Reiker

Address of Reference #2

464 Bouchelle #304 New Smyrna Beach, FL 32169

Telephone Number of Reference #2

386-689-5531

Email Address of Reference #2

judy.reiker@outlook.com

Nature of your relationship (business/personal).

personal and professional

Name of Reference #3 (Please do not list current elected officials)

Randy Herman

Address of Reference #3

108 Esther St New Smyrna Beach, FL 3216

Telephone Number of Reference #3

386-416-8838

Email address of Reference #3

wrherman@stthomas.edu

Nature of your relationship (business/personal).

personal and professional

RECEIVED

OFFICE OF THE CITY CLERK

DATE 4/12/19 -Ken

CITY OF NEW SMYRNA BEACH
ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATION

Thank you for your interest in serving the City of New Smyrna Beach. Completing this application is necessary so the City Commission can review it as part of their consideration of your appointment.

Please check the boards you wish to be considered for and number the order of the preference of your choice(s).

___ Airport Advisory Board

___ Animal Control Board

___ Building Trades Board

___ Code Enforcement Board*

___ Economic Development Advisory Board*

___ Community Development Block Grant Board* **(Note: Shall reside in an area defined by Volusia County Community Assistant as eligible to be served by CDBG Funds.)**

___ Fire Pension Board*

___ Golf Advisory Board

___ Historic Preservation Commission*

___ Housing Authority

___ Leisure Activity Advisory Board

___ Neighborhood Council

___ Personnel Board

___ PlanningZoning Board*

___ Police Pension Board*

___ Turnbull Creek Land Preservation Committee

✓ Utilities Commission

___ Other

ALL OF THE ABOVE BOARDS ARE SUBJECT TO THE SUNSHINE LAW. MEMBERS OF THE BOARD/COMMISSIONS WITH AN ASTERISK (*) ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF APPOINTMENT.

Full Name: Lillian Conrad

Street Address: 2100 N. PENINSULA #416

City: NSB State: FL Zip: 32169

Home Phone Including Area Code: 813 787 8662

Business Phone Including Area Code: 386 409 7881

Email Address: LCONRADE CONRADCC.COM

Are you a registered voter in New Smyrna Beach? ✓ Yes ___ No Precinct #: ___

City Commission District: 1

How long have you been a New Smyrna Beach Resident? 16 YRS

Have you ever been convicted of a Federal or State felony as defined by State Law? (F.S. 775.08): ___ Yes ✓ No

Please Note: ***For the purposes of this question, any person who pleads guilty or nolo contendere or who is found guilty shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.***

If yes, please state when and what felony (ies)

Are you currently serving on a City board? YES If yes, when were you appointed and to which board? Economic Development Advisory - Circa 2014

REFERENCES: Please list three business and/or personal:

Sally Gillespie 386 689 8318 sgillq1110@gmail.com
Name, address, telephone number and email

Rick Hawes 248 660-3934 rick@oceansidepwm.com
Name, address, telephone number and email

Susan Ellis 386-690-6921 susanellis@cfl.rr.com
Name, address, telephone number and email

EDUCATIONAL INFORMATION:

High School: Antioch Township High School

College: Purdue University

Degree(s): M.S.M. w/ functional concentration in Accounting

WORK EXPERIENCE:
See Vita attached

COMMUNITY INVOLVEMENT:
① Scone Mentor SE Volusia (2) (Past Pres) SEV Chamber of Commerce
③ Econ. Dev. Adv. Bd

INTERESTS/ACTIVITIES:
PRESERVATION AND ENHANCEMENT TO THE ARTS IN THE DISTRICT/CITY

WHY DO YOU WANT TO SERVE ON THIS (THESE BOARD(S)?
HAVE SKILL SET APPROPRIATE TO CONTRIBUTE EFFECTIVELY
HAVE DESIRE TO SERVE

DO YOU HAVE ANY BUSINESS THAT COULD POTENTIALLY COME BEFORE THIS BOARD DURING YOUR TERM? IF YES, DESCRIBE.
NOT TO MY KNOWLEDGE

HAVE YOU HAD BUSINESS BEFORE THIS BOARD IN THE PAST FIVE (5) YEARS? IF YES, DESCRIBE.
NO

You may include a resume or separate sheet with additional information.

Any member appointed by the City Commission to a board or commission of the City of New Smyrna Beach who misses more than three (3 consecutive meetings (including two [2] regular meetings or misses more than four (4 regular meetings in a calendar year of the board or commission shall be automatically removed from that board or commission. The City Commission at its next regular meeting shall be advised that the seat on the board or commission has become vacant. The City Commission shall fill the unexpired term of the vacant seat.

I understand the responsibilities associated with being a board member and I have adequate time to serve, if appointed.

Jeanne Conrad — **Signature**

4/7/19 — **Date**

If you have specific questions concerning the duties and responsibilities of any of the listed boards, please contact the City Clerk's office at 386-410-2630. **Return this application to the City Clerk, City Hall, 210 Sams Avenue, New Smyrna Beach, FL 32168 or email to clerk@cityofnsb.com**

YOUR INTEREST IN SERVING YOUR COMMUNITY IS APPRECIATED

LILLIAN M. CONRAD, CPA (ABV/CFF), CFE, CVA

Education:

- M.S.M. with functional Concentration in Accounting
  Purdue University, 1975
- Post Graduate studies at Purdue University
- Stonier Graduate School of Banking

Employment:

1983-Present	Conrad Consulting Corporation, C.P.A. Firm, President
1997- 2012	Oscher Consulting, P.A. Litigation and Valuation and Forensic Services
1994 – 1996	Siegel-Robert, Inc. Executive Assistant and Financial Analyst to Chairman/CEO
1990 – 1994	RTC/FDIC Assistant Director Investigations
1986 – 1990	Hollywood Federal Savings Bank – Director/ Vice President, Internal Audit
1985 – 1986	Sun Bank, South Florida, N.A. Senior Vice President/Controller
1980 – 1985	SunTrust Corporation – Vice President/Senior Audit Manager
1975 – 1980	Purdue National Bank – Vice President/Director Internal Audit

Professional:

American Institute of CPA's
Florida Institute of CPA's
Licensed CPA in Florida and Missouri (until 2019)
Accredited in Business Valuation (ABV) by AICPA
Certified Financial Forensics byAICPA
Association of Certified Fraud Examiners (24 year member)
(Accredited as a Certified Fraud Examiner)
National Association Certified Valuation Analysts
(Accredited as Certified Valuation Analyst)
Certified Internal Auditor Designation Achieved
Chartered Bank Auditor Designation Achieved
SCORE Volunteer

Boards & Commissions Application

Profile

Prefix	First Name	Middle Initial	Last Name
	Francis	T	Dalton

ftdcad@gmail.com
Email Address

1617 Martin Dairy Road
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 689-6896
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

1986-1991 2005-2023

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

NSB & Parkway North

College(s)

Penn Foster

Degrees held

None

Dalton__Francis_-_Multiple_Boards_Application.pdf
Upload a Resume

Work Experience

Coastal Claims Services
Employer

President
Job Title

Please describe your work experience, if any.

construction work / insurance adjusting / loss mitigation

Community Involvement

Are you currently serving on another Board?

(•) Yes ( ) No

If yes, which Board and when were you appointed?

Building Trades Examining Board

Please describe any community groups or events you have been involved with:

Ran for city commission

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

( ) Yes (•) No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

( ) Yes (•) No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I have for a long time wanted to give back to the community and whit my time in New Smyrna Beach as a resident and my professional background i believe this board would be a great fit

References

Name of Reference #1

Matthew Peterson

Address of Reference #1

Not Listed

Telephone Number of Reference #1

(386) 314 - 3939

Email address of reference #1

mpeterson1986@gmail.com

Nature of your relationship (business/personal).

Name of Reference #2

Bob Werner

Address of Reference #2

Not Listed

Telephone Number of Reference #2

(386) 937 - 2806

Email Address of Reference #2

robertjohnwerner@yahoo.com

Nature of your relationship (business/personal).

Name of Reference #3

Spencer Hathaway

Address of Reference #3

Not Listed

Telephone Number of Reference #3

(386) 690 - 1170

Email address of Reference #3

spencer.hathaway@gmail.com

Nature of your relationship (business/personal).

Hurtubise, Wendy

From: noreply@civicplus.com
Sent: Friday, October 2, 2020 9:51 AM
To: McQuillen, Kelly; City Clerk
Subject: Online Form Submittal: Boards & Committees Application

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.

If you are having problems viewing this HTML email, click to view a Text version.

Boards & Committees Application

Thank you for your interest in public service with the City of New Smyrna Beach! To get started, please check the box next to the Board(s) you are interested in. Please note that all Boards are subject to Florida's Sunshine Law. Boards with asterisks require you to file of a financial disclosure form within 30 days of appointment.

Airport Advisory Board	[X]	
Animal Control Board	[X]	
Building Trades Board	[X]	
Charter Review Committee	[X]	
Code Enforcement Board *	[X]	
Community Development Block Grant Board	[X]	
Economic Development Advisory Board *	[X]	
Fire Pension Board *	[X]	
Golf Advisory Board	[X]	
Historic Preservation Commission *	[X]	
Housing Authority	[X]	
Investment Committee	[X]	
Leisure Services Advisory Board	[X]	
Neighborhood Council	[X]	
Planning and Zoning Board *	[X]	
Police Pension Board *	[X]	
Utilities Commission	[X]	
Full Name*	Francis t Dalton	
Street Address*	1617 martin dairy rd	
City*	new smyrna beach	
State*	FL	
ZIP Code*	32168	
Phone	386-689-6896	
E-mail	ftdcad@gmail.com	
Are you registered to vote in the City of New Smyrna Beach?*	(X) Yes	( ) No
If yes, in which Precinct?*	807	
Which Zone do you live in?*	[3 V]	
How long have you been a City of New Smyrna Beach resident?	1986-1991 2005-2020	
Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.*	( ) Yes	(X) No
If yes, please provide amplifying information.		
Are you currently serving on another Board?*	( ) Yes	(X) No
If yes, which Board and when were you appointed?		
EDUCATIONAL BACKGROUND		
High School	NSB & parkway north	
College	Penn Foster	
Degree(s) held	none	

Please describe your work experience, if any.	construction work / insurance adjusting / loss mitigation
Please describe any prior community involvement, if any.	Ran for city commission.
Please describe your interests and hobbies, if any.	family, city and work
Why do you desire to serve on this(these) boards?	to help server the community
Do you have any financial interests or business ties that could potentially come before the board(s) you selected during your term? If yes, please provide amplifying information.	no
Have you had official business before the Board(s) you selected within the last five (5) years? If yes, please provide amplifying information.	no

REFERENCES: Please provide the name, address, telephone number, e-mail address, and the nature of your relationship (business/personal) for any references you'd like entered for consideration.

Reference 1	Matthew Peterson 386-314-3939 Mpeterson1986@gmail.com
Reference 2	Bob Werner 386-937-2806 Robertjohnwerner@yahoo.com
Reference 3	Spencer Hathaway 386-690-1170 spencer.hathaway@gmail.com

If you have any questions about the duties and responsibilities of any Boards, please explore the 'Boards & Committees' section of this website or contact the City Clerk's Office at clerk@cityofnsb.com or (386) 410-2630.

By submitting this form, you agree that any Board member missing more than three (3) consecutive meetings (to include two (2) regular meetings) or four (4) regular meetings in a calendar year shall be automatically removed from their position.

Thank you for taking the time to fill out this form. Your interest in serving your community is appreciated!

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.cityofnsb.com/Admin/FormHistory.aspx?SID=14333

The following form was submitted via your website: Boards & Committees Application

Airport Advisory Board: checked

Animal Control Board: checked

Building Trades Board: checked

Charter Review Committee: checked

Code Enforcement Board *: checked

Community Development Block Grant Board: checked

Economic Development Advisory Board *: checked

Fire Pension Board *: checked

Golf Advisory Board: checked

Historic Preservation Commission *: checked

Housing Authority: checked

Investment Committee: checked

Leisure Services Advisory Board: checked

Neighborhood Council: checked

Planning and Zoning Board *: checked

Police Pension Board *: checked

Utilities Commission: checked

Full Name: Francis t Dalton

Street Address: 1617 martin dairy rd

City: new smyrna beach

State: FL

ZIP Code: 32168

Phone: 386-689-6896

E-mail: ftdcad@gmail.com

Are you registered to vote in the City of New Smyrna Beach?: Yes

If yes, in which Precinct?: 807

Which Zone do you live in?: 3

How long have you been a City of New Smyrna Beach resident?: 1986-1991 2005-2020

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.: No

If yes, please provide amplifying information.:

Are you currently serving on another Board?: No

If yes, which Board and when were you appointed?:

High School: NSB & parkway north

College: Penn Foster

Degree(s) held: none

Please describe your work experience, if any.: construction work / insurance adjusting / loss mitigation

Please describe any prior community involvement, if any.: Ran for city commission.

Please describe your interests and hobbies, if any.: family, city and work

Why do you desire to serve on this(these) boards?: to help server the community

Do you have any financial interests or business ties that could potentially come before the board(s) you selected during your term? If yes, please provide amplifying information.: no

Have you had official business before the Board(s) you selected within the last five (5) years? If yes, please provide amplifying information.: no

Reference 1: Matthew Peterson 386-314-3939
Mpeterson1986@gmail.com

Reference 2: Bob Werner 386-937-2806
Robertjohnwerner@yahoo.com

Reference 3: Spencer Hathaway 386-690-1170
spencer.hathaway@gmail.com

Additional Information:
Form submitted on: 10/2/2020 9:50:33 AM
Submitted from IP Address: 108.188.225.48
Referrer Page: No Referrer - Direct Link
Form Address: http://www.cityofnsb.com/Forms.aspx?FID=231

Boards & Commissions Application

Profile

Deborah
First Name

Denys
Last Name

ddenys@cfl.rr.com
Email Address

2505 Cone Lake Dr
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 451-5260
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

35 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Bishop Luers

College(s)

Purdue

Degrees held

BS Business Administration and Management

Deborah_Denys_Bio_3-6-25.docx
Upload a Resume

Work Experience

Weichert Realtors
Employer

Realtor
Job Title

Please describe your work experience, if any.

Licensed National Security Dealer, Licensed Life and Health Agent, Realtor

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

• Florida Communities Trust Board Member - Appointed by Governor Ron DeSantis • Board Member of Burns Sci Tech Charter School • Volusia County School Board Member 1994 - 1998 • Volusia County Council Member 2012 - 2020 • C0-Founder Crystal Apple Awards! Community is so important to our quality of life! 30 years ago I recognized the need to recognize and honor our teachers within our business community, and the Crystal Apple Awards was born. It's an honor every year for the last 30 years to host and sponsor this event through the Southeast Volusia Chamber of Commerce. • Habitat for Humanity Board Member • Guardian ad Litem for 7th Judicial Circuit • Licensed Therapeutic Foster Parents for Children's Home Society • Board Member Southeast Volusia Chamber of Commerce • Chair Education Committee Southeast Volusia Chamber of Commerce • Chair Early Learning Coalition of Flagler & Volusia Counties. Appointed by Governor's Jeb Bush & Charlie Crist

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am interested and committed to our community. I bring a wide variety of skill sets and contacts as well as being able to connect with influencers at city, county and state level.

References

Name of Reference #1 (Please do not list current elected officials)

Judy Reiker

Address of Reference #1

464 Bouchelle, Unit 304 New Smyrna Beach, FL. 32168

Telephone Number of Reference #1

386-689-5531

Email address of reference #1

judy.reiker@outlook.com

Nature of your relationship (business/personal).

Personal & Business

Name of Reference #2 (Please do not list current elected officials)

Diana Puhl

Address of Reference #2

3551 Grande Tuscany Way New Smyrna Beach, FL. 32168

Telephone Number of Reference #2

404-558-2499

Email Address of Reference #2

dianapuhl@yahoo.com

Nature of your relationship (business/personal).

Personal & Business

Name of Reference #3 (Please do not list current elected officials)

Curtis Hodges

Address of Reference #3

620 S. Riverside Dr. New Smyrna Beach, FL. 32168

Telephone Number of Reference #3

321-303-6195

Email address of Reference #3

cchodges@gmail.com

Nature of your relationship (business/personal).

Personal & Business

Deborah Denys

My Experience

- Florida Communities Trust Board Member - Appointed by Governor Ron DeSantis
- Board Member of Burns Sci Tech Charter School
- Volusia County School Board Member 1994 - 1998
- Volusia County Council Member 2012 - 2020
- Chair Early Learning Coalition of Flagler & Volusia Counties. Appointed by Governor's Jeb Bush & Charlie Crist

My Credentials and Memberships

- 2020 FOCUS Award for outstanding achievement in the planning process.
- 2019 Citizen of the Year - Ongoing efforts to promote water quality investments and fulfill vision for thriving commercial & aviation industry.
- Chair River to Sea Transportation Organization - Facilitated 2045 Long Range Transportation Plan and coordinated locally and within the state and region. Integrated detailed and general community and stakeholder input. Identified multimodal, fiscally-constrained Cost Feasible Plan to enhance area's transportation network.
- 2017 - One of Top 30 Most Influential People in Volusia & Flagler County
- 2014 - One of Top 55 Most Influence People in Volusia & Flagler County
- Chair Central Florida Metropolitan Planning Organization Board of Directors. Encompassing 10 counties, 2 Department of Transportation Districts. 2017-2020
- Chair Indian River Lagoon National Estuary Program. Developed and successfully implemented 10 Comprehensive Conservation Management Plan. Encompasses 5 counties, 2 water management district, DEP & EP

My Community Involvement

- C0-Founder Crystal Apple Awards! Community is so important to our quality of life! 30 years ago I recognized the need to recognize and honor our teachers within our business community, and the Crystal Apple Awards was born. It's an honor every year for the last 30 years to host and sponsor this event through the Southeast Volusia Chamber of Commerce.
- Habitat for Humanity Board Member
- Guardian ad Litem for 7th Judicial Circuit
- Licensed Therapeutic Foster Parents for Children's Home Society
- Board Member Southeast Volusia Chamber of Commerce
- Chair Education Committee Southeast Volusia Chamber of Commerce

Boards & Commissions Application

Profile

Jeff
First Name

Devine
Last Name

jdjddevine@yahoo.com
Email Address

3205 Hill Street
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (650) 804-9123
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

5 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Chardon High School, Ohio

College(s)

University of Dayton , Southern Methodist University

Degrees held

Bachelors Degree in Mechanical Engineering, UD Masters of Business Administration, SMU

Resume_of_Jeffrey_Devine_2025.docx
Upload a Resume

Work Experience

Google.Fitbit
Employer

Chief Operating Officer (COO)
Job Title

Please describe your work experience, if any.

I have enjoyed a career in variety of top operational leadership positions in Fortune 500 companies, to include Google, Fitbit, Cisco, Palm, Nokia, Boeing, and Texas Instruments. My background in engineering and technology will be well suited to a position on the NSB Utilities Commission.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Atlantic Center for the Arts, currently serving as Board Member and head of the Finance Commitee. Active in Smyrna Yacht Club as Sports Committee member, Classic Cars and special projects. Currently running for Board of Governors.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Recently retired, I have more time to give back to my community. Over the years, our family has moved many times, and we are now excited to have settled somewhere for good. Having visited New Smyrna Beach where my parents, cousins, and brother owned 2nd homes for over 30 years, I was excited to return here as a retiree and make it my forever home.

References

Name of Reference #1 (Please do not list current elected officials)

Jon Hall

Address of Reference #1

1411 N Atlantic Ave New Smyrna Beach, FL 32169

Telephone Number of Reference #1

407-383-5095

Email address of reference #1

jon.hall@jmhllc.org

Nature of your relationship (business/personal).

Personal

Name of Reference #2 (Please do not list current elected officials)

Russell North

Address of Reference #2

1215 Commodore Drive 32168

Telephone Number of Reference #2

201-317-0948

Email Address of Reference #2

russellnorth@gmail.com

Nature of your relationship (business/personal).

Business (ACA) and personal

Name of Reference #3 (Please do not list current elected officials)

Alison Dexter

Address of Reference #3

2111 Ocean Drive New Smyrna Beach 32169

Telephone Number of Reference #3

917 209 2892

Email address of Reference #3

Alisondexter1@gmail.com

Nature of your relationship (business/personal).

serve on ACA board together

Jeffrey Devine

3205 Hill Street
New Smyrna Beach, FL 32169

(650) 804-9123
jdjddevine@yahoo.com

linkedin.com/in/jeff-devine-97312a5

EXPERIENCE

Fitbit/Google - *Chief Operating Officer* Jan. 2021 - Feb. 2022

Responsible for continued execution of global operations after the acquisition of Fitbit by Google. Succeeded in transitioning the Fitbit organization to Google's existing operations. While continuing high levels of performance, determined best practices between the expansive operations teams, and successfully migrated integral processes to the best of breed of both companies.

Fitbit — *Executive Vice President, Operations* Feb. 2017- Jan. 2021

Hired to renew and rebuild Fitbit Operations. After extensive early company growth, Fitbit faced challenges of large deficits in the area of quality, gross margins, and delayed new product launches. Through a cultural reset with engineering, renewed product roadmap cadence which optimized OpEx through technology reuse and utilizing DFx to improve hardware and software quality. Established new contract manufacturing relationships that shared development cost/risk which resulted in a more stable product development cadence and lower OpEx. Within the first twenty-four months, warranty cost was cut by half, improving overall company gross margin by 3.1%. Improved supplier engagement. Product launch execution KPI's improved by 50% in the first year. Served on the Strategic Alternatives team, determining that Fitbit would need to partner if it were to compete with Apple successfully. Key member of the team that closed the acquisition by Google.

UBeam — *Chief Operating Officer* Sept 2015 - Feb. 2017

Led multiple teams in a start-up environment to develop an ultrasonic wireless charging system. Engaged many potential customers such as Starbucks and Bestbuy during the product development process. In two years, we went from a paper concept, to an on stage demonstration of charging a phone wirelessly over a distance of 15 feet. Ultimately physics and power efficiency prevented the product from being developed further.

Cisco — *Vice President, Supply Chain Management* Aug. 2010 - Sept. 2015

Responsible for supply chain leadership of Cisco's fastest growing businesses. Extensive involvement in the engineering development of

Executive Biography

Jeff Devine was most recently Chief Operating Officer at Fitbit/Google. Devine has served in executive roles in a range of electronics industries including consumer, enterprise and aerospace. A highly regarded change agent, Devine has been part of several successful digital transformations at companies such as Fitbit, Palm/HP, and Cisco.

Devine brings a unique set of executive level experiences ranging from international multi-plant management, leading sales and marketing of a Fortune-10 company and the renewal of pure hardware business models to a blend of hardware, software and services.

While leading global operations teams in several executive roles, Devine has been responsible for strategic sourcing and procurement of up to $12 billion USD annually, developed strategic partnerships with the world's top contract manufacturer and silicone developers, developed logistics networks that have have been recognized by Gartner as best in the world, and led customer service teams that achieved segment high levels of customer satisfaction and innovation which cut internal costs by

Cisco's server, data center switching (including SDN) and security businesses with revenues over $8 billion. Managed total product life cycle, resulting in aggressive cost reductions, high product reliability, and industry leading order fulfillment lead times. Managed the supply chain integration of several acquisitions associated with these businesses.

HP / Palm — *Senior Vice President, Global Operations* July 2008 - Sept. 2010
Recruited to Palm to completely renew the existing supply chain. Created manufacturing partnerships with the world's largest contract manufacturers despite Palm's relative small scale. Developed innovative procurement methods that took advantage of these partnerships. Significantly improved warranty cost (cut in half) and achieved higher customer satisfaction levels through organizational renewal, design for manufacturability and the creation of a new Web-OS customer support knowledge base. Served on the Executive Board of Palm, Inc.

Nokia — Vice *President, Global Logistics* Dec. 2006 - Aug. 2008
Global responsibility for Nokia's customer facing logistics. Responsibilities including planning and replenishment services, customization, building IT interfaces, and transportation of over one million handsets per day. Directly responsible for a diverse global team located in over 45 countries. Manage channel development for Distributor, Operator, Online, Retail and Enterprise. Served on the Board of INDT, a wholly owned R&D company.

Nokia — *Vice President, Americas Ops. & Logistics* 2001-2006
Responsible for all procurement, logistics and manufacturing for Nokia Americas. Led Nokia manufacturing, contract manufacturing, sales support, and distribution operations in Texas, Mexico, and Brazil. Directed a 6000+ employee organization, responsible for all aspects of planning, producing, and supporting high quality Nokia products in the Americas.

Nokia — *Vice President, Sales and Marketing* 1998- 2001

Nokia — *Director of Aftermarket Services* 1993-1998

Boeing — *Director, Operations* 1987-1993

Texas Instruments — *Production Manager* 1983-1987

EDUCATION

Southern Methodist University, Dallas, Texas, *Masters of Business Administration, 1993*

University of Dayton, Dayton, Ohio— *Bachelor, Mechanical Engineering, 1983*

MIT Sloan School of Management - *Executive Program - Supply Chain Operations*

half.

Boards/Speaking Engagements

Atlantic Center of the Art, Board Member, Head of Finance and Audit team

Engineering Advisory Board, University Of Dayton

Member Advisory Board, Levedata

Member, Board of Directors, Informatica

Speaker, University of Denver Daniels Supply Chain Roundtable

Speaker, Gartner Supply Chain Symposium (multiple engagements)

Boards & Commissions Application

Profile

John
First Name

Elnitsky
Last Name

jelnitsky@att.net
Email Address

1210 Commodore Drive
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (704) 806-7558
Primary Phone

Home: (386) 410-6856
Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

7 years / family here since 1989

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Whitehall PA

College(s)

USNA, Naval Post Graduate School

Degrees held

Bachelor of Science Mechanical Enginerring Master of Science and Engineer Degree Mechanical Engineering Master of Science eg Nuclear Engineering (See resume for additional details)

John_Elnitsky_NSBUC_resume.pdf
Upload a Resume

Work Experience

Please see resume
Employer

Please see resume
Job Title

Please describe your work experience, if any.

Please see resume

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Please see board expiernce on resume

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am interested in lending my time and experience to help the NSBUC continue to be successful. My experience in regulated utilities including long term strategic planning and clean energy technologies provides a perspective that could be helpful as the NSBUC deals with continued growth and evolving technologies.

References

Name of Reference #1

Bob Vogel

Address of Reference #1

2435 Swordfish Lane Edgewater Florida 32141

Telephone Number of Reference #1

386-314-4076

Email address of reference #1

bvogeljr@aol.com

Nature of your relationship (business/personal).

Personal

Name of Reference #2

Chris Bakken

Address of Reference #2

535 Johnstone Road Madison, MS 39110

Telephone Number of Reference #2

856-261-6074

Email Address of Reference #2

Cbakken@comcast.net

Nature of your relationship (business/personal).

Business (prior boss)

Name of Reference #3

Adam Park

Address of Reference #3

800 Taylor St Suite 200 Durham NC 27701

Telephone Number of Reference #3

321-243-6958

Email address of Reference #3

apark@stratacleanenergy.com

Nature of your relationship (business/personal).

Current client

John Elnitsky

Rear Admiral USN (ret.)
(704) 806-7558
jelnitsky@att.net

OBJECTIVE

Utility Comissioner / Board of Directors

SUMMARY

More than 30 years of senior and CEO level experience leading complex Engineering and Construction, Nuclear Power, and Research & Development organizations as large as 4,100 personnel. Visionary leader, innovative problem solver, and articulate communicator with proven expertise building multi-disciplinary, high performing teams and coalitions to achieve cost effective results. Equally effective managing stakeholders from the boardroom to the job site. Leadership and management skills include:

*** Project Management & Construction**
*** Innovative Problem Solving**
*** Financial Management**
*** Strategic Planning & Execution**
*** Technology Development**
*** Inclusive Collaboration**

ACCOMPLISHMENTS

Project & Construction Management

Completed dozens of major power plant construction and retrofit projects safely, on time, and under cost. Experiences in a variety of clean energy construction and modernization projects including wind, solar, and combined cycle power plants; fossil and nuclear plant modernization; and new nuclear development. Recently completed a $2.5B portfolio of upgrade and modernization projects for fleet of nuclear power plants.

Technology Development

Lead innovative portfolio of digital modernization projects across fleet of 10 nuclear power plants. As CEO of Navy's research and development organization reduced nuclear submarine unit procurement cost over $50M/ship leading an advanced technology project team and adopting moderate-risk, cutting-edge technologies.

Financial Management

Key architect and leader of industry wide nuclear engineering efficiency improvements in Long Term Asset Management, Preventive Maintenance Strategies, and Advanced Monitoring & Diagnostics that facilitated a diverse telework enabled work force to reduce Engineering labor cost by more than 30%.

Strategic Planning & Execution

Envisioned, built coalition, and executed an innovative Navy nuclear maintenance strategy consisting of a combined shipyard civilian and sailor nuclear maintenance department with fly-away nuclear repair capability for deployed ships. Leveraged similar collaborative approach with multiple contractors as leader of projects and maintenance services for commercial nuclear fleet.

Innovative Problem Solving

Implemented an award-winning Project Management Center of Excellence with oversight of over $5B/year of company-wide capital projects. This federated approach to project management has been benchmarked and emulated by companies such as DuPont, IBM, and ExxonMobil.

Inclusive Collaborator

Transformed business and project management operations in multiple organizations by aligning workforce performance objectives with corporate strategic plans, output metrics, and technology maturity and diversity measures.

WORK HISTORY

Owner & Managing Partner C&J Consulting Group LLC **2022 – Pres.**

New Smyrna Beach, FL

Leader providing Project and Construction Management executive consulting services and strategic advice to a growing solar clean energy company. Focus areas include executive coaching, maturing governance and execution expertise, and adapting Lean/Six Sigma construction practices.

Entergy Nuclear. Senior Vice President, Engineering & Technical Services. **2016 - 2022**

Jackson, MS

Leader of team of over 800 Engineers, Project Managers and Nuclear Fuel procurement professionals across 10 plant sites and headquarters. Key architect of $2.5B capital investment program and operational performance recovery efforts that moved Entergy nuclear fleet from industry bottom to an industry leader in just over 5 years.

Duke Energy, Senior Vice President, Nuclear Engineering **2015 - 2016**

Charlotte, NC

Leader for corporate and site Engineering for Duke Energy's fleet of nuclear reactors, including reactor core design, nuclear safety analysis, nuclear fuel management and procurement, systems engineering, design engineering, and engineering technical programs. Responsible for technical and engineering performance of 11 nuclear reactors at six nuclear sites in the Carolinas.

Duke Energy, Senior Vice President, Ash Basin Strategy **2014 - 2015**

Charlotte, NC

Board of Director's selected to lead company-wide response to Dan River coal ash spill. Architect and executor of an innovative and industry leading engineering and operations root cause analysis and assessment. Built broad coalitions to deal with civil, legal, regulatory, and community relations at the state and federal level. Executed multi-billion-dollar corrective action and closure plan across 25 power plant stations in six states.

Duke Energy/Progress Energy, Vice President, Project Management & Construction **2007 - 2014**

Charlotte, NC / St. Petersburg, FL

Responsible for direct execution of $750M-$1B/year new generation and modernization construction program, including new nuclear development projects. Led oversight of over $5B/year of company-wide capital projects. Leader and architect of Duke Energy's project management system.

Commander, Naval Undersea Warfare Center - (also) Deputy Commander for Undersea Technology **2006 - 2007**

Naval Sea Systems Command (NAVSEA), Washington, DC

One of two national directors, reporting directly to the CEO, responsible for 18,500 laboratory personnel and a $6.9B Research and Development business. Led nuclear submarine cost reduction initiatives and undersea warfare systems research, development, engineering, testing, and support with a staff of 16 senior executives.

Previous work experience includes:

Naval Seas System Command Chief of Staff coordinating 53 senior executives and 2,500 headquarter personnel in execution of $32B Research, Development, and Engineering business.

Trident submarine Commanding Officer responsible for 165-member crew, their families, and all aspects of training, logistics, maintenance, personnel management, and at sea nuclear propulsion plant operations.

Chief Nuclear Power Officer responsible for safe nuclear plant operations and maintenance of 30 Atlantic Fleet submarines and 4 nuclear repair facilities.

Engineering Officer for nuclear submarine construction, initial criticality and at sea testing.

EDUCATION/ CERTIFICATION

B.S. Mechanical Engineering, United States Naval Academy

Mechanical Engineer Degree & MSME, Naval Post Graduate School

Department of Energy Certification: Operation, Maintenance, and Supervision of Naval Nuclear Propulsion Plants (M.S. Nuclear Engineering equivalent)

Project Management Institute Certification: Project Management Professional
Executive Business and Leadership Courses, UNC and UC Berkley

BOARD AFFLIATIONS

National D-Day Memorial Board of Directors (Vice Chair)

Electric Power Research Institute; Nuclear Executive Committee

Construction Users Roundtable Board of Directors

US Naval Warfare Centers Board of Directors

ASSOCIATIONS

American Nuclear Society (2021 Utility Working Conference Chair)
American Society of Mechanical Engineers
Project Management Institute

Boards & Commissions Application

Profile

James
First Name

Hathaway
Last Name

jhathaway3@gmail.com
Email Address

3060 Gibraltar
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 689-0255
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

68 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

New Smyrna Beach High School

College(s)

Stetson Univ

Degrees held

Bachelors of Business Administration

J_Hathaway_Bio.pdf
Upload a Resume

Work Experience

Self employed
Employer

Distributor
Job Title

Please describe your work experience, if any.

Small Business owner for 47 years until retirement in 2021

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I know the history of the UC & I believe I can contribute. I am a former city commission member 1994-2012. former mayor 2014-2018. former CRA vice chair 1985-1988. Former Fire Pension trustee for 12 years.

References

Name of Reference #1

Spencer Hathaway

Address of Reference #1

3057 Gibraltar NSB, FL 32168

Telephone Number of Reference #1

3866901170

Email address of reference #1

spencerhathaway@gmail.com

Nature of your relationship (business/personal).

personal

Name of Reference #2

Adam Barringer

Address of Reference #2

4292 Pennsylvania Ave NSB, FL 33168

Telephone Number of Reference #2

3862596813

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3

Jason McGuirk

Address of Reference #3

77 Cunningham Drive NSB, FL. 32168

Telephone Number of Reference #3

3864574570

Email address of Reference #3

jasonmcguirk@yahoo.com

Nature of your relationship (business/personal).

business

2024 'Cuda Achiever: **JIM HATHAWAY**

Jim Hathaway was elected Mayor at the General Election held November 4, 2014. He was sworn into office on November 11, 2014. Jim was previously elected to represent Zone 3, northwestern New Smyrna Beach on the City Commission in 1994 and served four terms, until November 2012. He was also selected by the City Commission to serve five, one-year terms as Vice Mayor.

Jim has championed many local legislative initiatives by representing the City Commission as a member of numerous Florida League of Cities counsels and committees, and Board of Directors. He also served as President of the Volusia League of Cities and member of the Executive Committee. A native of New Smyrna Beach, Jim is a graduate of New Smyrna Beach High School and earned a bachelor's degree in business from Stetson University.

A local business owner for many years, Jim formerly managed his family grocery store and is retired from his Pepperidge Farms franchise. Jim proudly served his country as an officer of the Quartermaster Corps for eight years in the United States Army Reserve.

He is a member of the First Baptist Church of New Smyrna Beach. His hobbies include boating and playing golf. Jim and his wife Paula have four grown children and seven grandchildren.

Boards & Commissions Application

Profile

Chip
First Name

Weston
Last Name

chipweston@icloud.com
Email Address

411 Hannah Jeanne Circle
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (321) 303-5611
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

since 2014

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

College(s)

Rollins College

Degrees held

BA Behavioral Science

WestonResume2021.pdf
Upload a Resume

Work Experience

Please See Below
Employer

Please See Below
Job Title

Please describe your work experience, if any.

Owner Design and Marketing Studio, Director of Economic and Cultural Development - City of Winter Park, Adjunct Professor - Rollins College, Course Director - Full Sail University State of Florida Arts and Cultural Council, Chairman - Walt Disney World Festival of the Masters, Florida Alliance for Arts, Education Board - Winter Park Public Library Trustees Researcher in General Artificial Intelligence

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

State of Florida Arts and Cultural Council, Chairman - Walt Disney World Festival of the Masters, Florida Alliance for Arts, Education Board - Winter Park Public Library Trustees - NSB Residents Coalition

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Apply knowledge of economics, technology, data analysis and artificial intelligence to the sustainability of the municipality

References

Name of Reference #1 (Please do not list current elected officials)

Richard Bryant

Address of Reference #1

847 S. Cooper Street New Smyrna Beach, FL 32169

Telephone Number of Reference #1

(954) 328 - 2520

Email address of reference #1

Nature of your relationship (business/personal).

Friend

Name of Reference #2 (Please do not list current elected officials)

Genie Flynn

Address of Reference #2

108 Ocean Drive New Smyrna Beach, FL

Telephone Number of Reference #2

(386) 428 - 0967

Email Address of Reference #2

Nature of your relationship (business/personal).

Fellow NSB Residents Coalition Board Member

Name of Reference #3 (Please do not list current elected officials)

Sally Gillespie

Address of Reference #3

610 N. Peninsula Avenue New Smyrna Beach, FL 32169

Telephone Number of Reference #3

(386) 689 - 8318

Email address of Reference #3

Nature of your relationship (business/personal).

Fellow NSB Residents Coalition Board Member

Warren (CHIP) WESTON

411 Hannah Jeanne Circle, New Smyrna Beach FL 32169
(321) 303-5611 • cweston1@cfl.rr.com

MARKETING AND BRAND MANAGEMENT
ECONOMIC DEVELOPMENT - GOVERNMENT RELATIONS

Strategic marketing, positioning, and differentiated brand development emphasizing partnerships for sustainable development.

Talented project/brand creative professional with broad municipal development and consumer product experience. Strong record of developing and implementing innovative brand positioning strategies and funding partnerships that result in long-term brand differentiation and growth. Proven ability to initiate and manage economic and brand development from concept through finished product with close attention to budgets, time frames, overall quality and product specifications. Well-honed administrative, speaking, presentation, new media, government relations, and negotiation skills. Core strengths:

- Strategic & Tactical Market Creation & Planning
- New Product & Event Introduction & Launches
- Redevelopment Infrastructure & Code Analysis
- Creative Branding and Market-Data ROI Analysis
- Internet/digital Media Promotion Campaigns
- Strategic Alliances, Joint Ventures & Partnerships
- Behavioral Data Analysis for Future forecasting
- Customer Consensus-Building & Retention
- Brand Development & Market Expansion
- Product Refinement & Life Cycle Management
- AI Demographic and Psychographic Research
- New Medias & Marketing Communications

Education:
Rollins College, BA, Behavior Science

Professional Experience

Full Sail University 02/02/2009 to 02/02/2015

Course Director: New Media Distribution Channels and Social Media Optimization Internet Marketing Bachelor of Science and Sports Media and Marketing Programs

Hired to develop courses that address new media channels for distributing marketing campaigns and the optimization of social media. The classes are designed to maximize product visibility, build and maintain online communities, and maximize consumer purchasing through social networking. These courses articulate the marketing potential and strategies associated with new media components including the Internet, real-time data analytics, mobile devices, video games, user interfaces, blogs, wikis, rich content email, interactive TV, RSS, and podcasting. Students learn to assess which distribution channels and social media are optimal for specific products and services.

United Arts of Central Florida 08/12/2009 to 01/202013

Consultant: Government Relations and Grants

City of Winter Park, Florida 05/29/2001 to 09/30/2008

Director of Economic and Cultural Development
Spearheaded the formation of the Department of Economic and Cultural Development. Mission: strengthen the central business district's retail and entertainment areas that were threatened by declining sales, vacancies, and competition. Accountable for creating sustainable development plan with: synergistic retail/office/recreational/entertainment mix; brand strategy and positioning; marketing & media interface program; market research; cultural tourism promotion; new events and scheduling; brochure/map/website design; sourcing; streetscape signage & parking plan; new funding sources and partnerships.

- Devised a marketing campaign to promote Winter Park as the Southeast's Premier Urban Village locally, nationally, and to international visitors.
- Coordinated the formation of the Winter Park Cultural Consortium and Arts at Rollins College to partner with over 50 local arts-related organizations for cost sharing, promotions and the creation of an annual calendar of events to attract visitors to the central business district in every month.
- Facilitated the creation of new events to bring hundreds of thousands of visitors to Winter Park: Concours d'Elegance Car Show; Popcorn Flicks; Jazz Concerts at Lake Island; Dinner on the Avenue; Culture & Heritage Day; and additional Florida Film Festival events in Winter Park. Assisted with Fashion Week.
- Designed, launched and managed the cultural tourist web site: wpfl.org
- Created the Day in Winter Park marketing campaign which increased awareness, sales, and brought the retail districts to over 98% leased condition.
- Facilitated partnerships with the City, Chamber of Commerce, Full Sail, cultural, and merchant organizations to coordinate and fund marketing, events, valet parking, advertising, and participated in the design/build of the Welcome Center.
- Supported the marketing programs through the creation of hundreds of newspaper, Internet and magazine articles, television, and radio programming.
- Created a partnership with the Orlando Orange County Convention and Visitors Bureau to market Winter Park through their national and international programs.
- Conceived and developed the highly successful municipal broadband WiFi deployment with BrightHouse Networks.
- Initiated the plan and worked with local partners, the economic board, representatives and lobbyists to pass legislation to permit the City's acquisition of the 5 acre State Office Building site valued 6 -10 million dollars.
- With Crummer School of Business and University of Central Florida, completed extensive local economic research, revenue projections and formulas to measure the ROI and cost/benefit of proposed redevelopments and annexations.
- Created multi-year trend analysis for commerce in the Park Avenue retail district.
- Created monthly Interdepartmental Infrastructure senior staff meetings that

resulted in better project coordination and significant cost savings.
- Coordinated technology enhancements (WiFi, WiMax, Cell, AMR, GIS, VOIP telephony, Ethernet) with local and national partners to integrate systems, and infrastructure.
- Worked with BankFirst to initiate their Socially Responsible Banking Program.
- Designed and facilitated the RFP for wayfinding information and signage.

Chip Weston Studios 10/01/1975 - current

Owner
Created an illustration and photography studio that grew into an advertising, marketing, and design firm with national and international clients. Developed expertise in business communications, strategic planning, and negotiations. Early adopter of state-of-the-art digital design-related technologies: operated a separate computer-based design studio. Expert in PC and Mac software: Illustrator; PhotoShop; In Design; Acrobat; Adobe Creative Suite, Final Cut, Quark; Excel; MS Office. LED lighting consultant.

- Advertising, Internet Marketing Design
- Package, Copy, Product and Patent Design
- Copyright, Trademark, Postal and Gov Regulations
- New Product Development & Specification
- Print & Electronic Media Campaigns
- Strategic Planning, Negotiations & Partnerships
- Future and Sustainability Forecasting
- User Interface and Behavioral Data Analytics
- Creative Branding & Brand Development
- Radio & Television Production
- Film & Theatrical Arts: Set, Lighting and Sound Design
- Illustration, Architectural Rendering and Presentations

Clients (Partial List):
Airon Systems (Patent Design), Scent Films (Superman) - Billboard, Hollywood Reporter & Variety Magazines, Cosmic Pet Products (Art Director), Florida Beer Brands (Creative Director), Gator Brewing Company, General Mills, FSM Architects (NYC), Harcourt, Morse Museum of American Art, Orlando Museum of Art, Orlando Orange County Convention and Visitors Bureau; Life's Finest Radio and Television Productions (Executive Producer), McBride Group (Theme Park Design Miami), Sports Magic-Jimmy Buffett (Set Designer), Universal Studios, Vistana Resorts, US Air, Walt Disney World, WESH Television, Westminster Retirement Communities

Rollins College adjunct professor Winter Park Fellows Leadership Class 9/1/04 – 12/12/08
(Rollins College Community Partnership Award 2008).
Art Director John Young Planetarium 7/6/79 – 12/6/80
Instructor Crealdé School of Art 2/2/75 – 12/23/85

Public Service:

State of Florida Council on Arts and Culture, Florida Alliance for Arts Education, Chairman Walt Disney World Festival of the Masters Art Festival, Board of Directors of: Winter Park Public Library (E L Lampson Meritorious Service Award); Winter Park

Chamber of Commerce; Leadership Winter Park; Winter Park Sidewalk Art Festival; Park Avenue Area Association.
Enzian Theater & Florida Film Festival Advisory Council. BankFIRST Socially Responsible Banking Advisory Council, Orlando Philharmonic Marketing Committee. Winter Park Future Library Task Force, Winter Park Light Rail Task Force; Winter Park Facilities and Real Estate Task Force; Central Park Task Force; Naval Training Center Task Force (Chairman); Traffic Advisory Committee (Vice-Chairman). Participant and speaker in numerous regional economic development and planning forums including My Region. Member McRae Artist Studios and plays guitar and percussion in a Central Florida band.

City of New Smyrna Beach, FL

Utilities Commission

Board Roster

James R Davenport

3rd Term Sep 13, 2022 - Sep 07, 2025

Email buddy@buddydavenport.com
Home Phone Home: (386) 405-0681
Alternate Phone Business: (386) 426-2886
Address
106 Grandview Drive
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Chair

Lillian Conrad

2nd Term Sep 13, 2022 - Sep 07, 2025

Email lconrad@conradcc.com
Home Phone Home: (813) 787-8662
Alternate Phone Business: (386) 409-7881
Address
2700 North Peninsula Avenue #416, New Smyrna Beach, FL 32169
P.O. Box 1359
Edgewater, FL 32132

Appointing Authority City Commission
Position Secretary-Treasurer

James Smith

2nd Term Sep 12, 2023 - Sep 07, 2026

Email flajimster@gmail.com
Home Phone Home: (386) 689-6072
Address
414 Florida Avenue
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Position Asst. Secretary-Treasurer

Richard K Hawes

2nd Term Sep 08, 2024 - Sep 08, 2027

Email rick@oceansidepwm.com
Home Phone Home: (248) 660-3934
Address
809 Silk Oak Ct
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Vice Chairman

Lawrence J Kelly

2nd Term Sep 08, 2024 - Sep 08, 2027

Email lkelly@ritcheyautos.com
Home Phone Business: (386) 547-4464
Address
2808 Paradiso Court
New Smyrna Beacj, FL 32168

Appointing Authority City Commission
Position Commissioner

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

BOARD VACANCY NOTICE: HISTORIC PRESERVATION COMMISSION

August 12, 2025

Background:

The Historic New Smyrna Beach Preservation Commission is responsible for protecting and preserving the city's historic buildings, landmarks, districts, and archaeological sites. The commission is a part of the local government's broader effort to maintain the cultural heritage of the community. Its establishment is in alignment with national and state preservation goals, including the National Historic Preservation Act, which encourages local governments to engage in preserving historic resources.

Findings:

The Historic Preservation Commission is composed of 7 members, who must be residents of New Smyrna Beach, with up to 3 members allowed from the annexation area. Members are appointed by the city commission for staggered 3-year terms, with vacancies filled within 60 days.

The commission must include a balance of professional and lay members. Professional members should have expertise in fields such as architecture, history, archaeology, urban planning, or cultural studies. Lay members must demonstrate a special interest or experience in historic preservation.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Historic Preservation Commission Roster - July 2025.pdf

City of New Smyrna Beach, FL

Historic Preservation Commission

Board Roster

Katie L Kaufman

1st Term Jun 28, 2022 - May 14, 2025

Email ktphoto@aol.com
Home Phone Home: (407) 808-1606
Address
402 Faulkner Street
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Category Architectural Professional

Terry L Bledsoe

2nd Term Dec 12, 2023 - May 14, 2026

Email terrybledsoensb@gmail.com
Home Phone Home: (386) 410-5657
Alternate Phone Mobile: (407) 920-9381
Address
828 E 12th Ave
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Category Special Interest History & Architecture

Angeline Barretta Herman

3rd Term May 15, 2024 - May 14, 2027

Email a9barrettahe@stthomas.edu
Home Phone Mobile: (651) 210-7187
Address
108 Esther Street
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Category Special Interest History & Architecture

Walter Bone

1st Term Apr 23, 2024 - May 14, 2027

Email wbone63@gmail.com
Home Phone Home: (423) 956-7934
Alternate Phone Home: (423) 956-7934
Address
607 DOWNING STREET
NEW SMYRNA BEACH, FL 32168

Category Architectural Professional

Stephanie Thomas-rees

2nd Term May 15, 2024 - May 14, 2027

Email stephanie.rees@apawood.org
Home Phone Mobile: (386) 846-7188
Alternate Phone Business: (386) 871-0639
Address
2091 WATERFORD ESTATES DR
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Chair
Category Architectural Professional

Vacancy

Appointing Authority City Commission

Vacancy

Appointing Authority City Commission

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

BOARD VACANCY NOTICE: BUILDING TRADES EXAMINING BOARD

August 12, 2025

Background:

The Building Trades Examining Board serves as a vital regulatory body for the City of New Smyrna Beach, ensuring the integrity, professionalism, and technical competence of individuals working within the building trades. Established under Section 26-326 of the city code, the board is composed of experienced professionals from the construction and design industries, along with public representation, to provide balanced oversight. Its primary responsibilities include evaluating qualifications for registration, maintaining standards of character and competency, and recommending updates to city codes that impact the building industry. Through its structured organization and commitment to public service, the board plays a key role in safeguarding the quality and safety of construction practices throughout the city.

Findings:

Establishment & Composition

- The board is composed of seven regular members with expertise in technical codes (e.g., design professionals, contractors, building industry reps).
- Additionally, there are two alternate members:
  - One at-large member from the building industry.
  - One at-large member from the public.

Terms & Appointments

- Regular members serve three-year terms.
- Alternates serve one-year terms.
- Terms are staggered to ensure no more than one-third of the board is replaced annually.
- Members may serve no more than two consecutive terms, unless waived by a 4-vote majority of the city commission.
- All members must be county residents, with preference for city residents.

Organization & Operations

- The board selects a chairman and secretary annually.
- Four members constitute a quorum.
- Actions require a majority vote of those present (assuming quorum).
- Members serve without compensation.

Attendance & Qualifications

- Members must maintain qualifications; failure may result in suspension or removal.
- Missing three unexcused regular meetings results in automatic removal.
- The city commission holds authority to remove any member at any time.

Duties, Powers & Responsibilities

- Review and approve applicants for certificates of registration based on qualifications.
- Assess character and integrity of applicants and request necessary information.
- Recommend amendments to city codes and standards affecting the construction and building trades.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Building Trades Roster 8.5.2025.pdf

City of New Smyrna Beach, FL

Building Trades Examining Board

Board Roster

Robert John Werner

1st Term May 24, 2022 - Jan 01, 2025

Email bob@coastalclaims.net
Home Phone Home: (386) 937-2806
Alternate Phone Business: (386) 314-0074
Address
1059 Turnbull Creek Road
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member
Category Contractor

Joseph Blanchett

4th Term Jan 21, 2022 - Jan 01, 2025

Email joetropic@aol.com
Home Phone Home: (386) 423-8161
Alternate Phone Home: (386) 527-9273
Address
802 Magnolia Street
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member
Category Contractor

Paul Heer

6th Term Jan 02, 2023 - Jan 02, 2026

Email paulheer@cfl.rr.com
Home Phone : (386) 428-5494
Alternate Phone : (386) 690-4337
Address
1021 S. Glencoe Road
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Vice Chair
Category Building Industry Representative and Contractor

Heidi Hales-walker

2nd Term Jan 02, 2024 - Jan 01, 2027

Email heidilynn07@gmail.com
Home Phone Mobile: (386) 314-9886
Alternate Phone Business: (386) 888-3751
Address
723 Fairway Drive
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member
Category At-large member of Public, Commission waived Qualifications to advance to Regular Member

Francis T Dalton

2nd Term Jan 02, 2024 - Jan 01, 2027

Email ftdcad@gmail.com
Home Phone Home: (386) 689-6896
Address
1617 Martin Dairy Road
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member
Category At-large member of Building Industry, Commission waived Qualifications to advance to Regular Member

Vacancy

Appointing Authority City Commission
Position Regular Member

Vacancy

Position Regular Member

Vacancy

Position Alternate Member
Category At-large from Public

Vacancy

Position Alternate Member
Category At-large from Building Industry

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

RESOLUTION NO. 22-25: CONSIDER THE ADOPTION OF A RESOLUTION THAT WOULD AUTHORIZE THE CITY TO PARTICIPATE IN A CLASS ACTION LAWSUIT AGAINST THE STATE OF FLORIDA IN OPPOSITION TO SENATE BILL 180.

August 12, 2025

Background:

On June 26, 2025, the Governor of the State of Florida signed Senate Bill 180, entitled " Emergencies." SB 180, among other things, prohibits ordinances that impose “more restrictive or burdensome” comprehensive plan amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, “Land Use and Zoning Regulations”) for the period commencing retroactively from August 1, 2024, through October 1, 2027. As a result of this bill any new ordinance or regulation that was passed by this Commission is void from inception. This bill had a direct impact on the City's newly adopted stormwater management regulations declaring them void ab initio.

The City Commission previously attempted to persuade the Governor to veto the proposed bill and authorized the City Attorney’s Office to draft a formal letter in opposition to the legislation. Despite these efforts, the Governor signed the bill into law. As a result, the City is now tasked with the responsibility of enforcing the new statute.

Findings:

The City Commission should consider two options regarding its response to the recently enacted State legislation.

Option 1: The City could adopt the proposed resolution, authorizing participation in a class action lawsuit against the State of Florida. The lawsuit would challenge the constitutionality of the Bill and seek to have it rescinded or revoked. If the Attorney files for an injunction and is successful, there may be short-term relief through the suspension of the Bill’s enforcement. However, if an injunction is not filed or is unsuccessful, the legal process could become lengthy and extend over several years.

Option 2: Alternatively, the Commission could choose to collaborate with other

municipalities, counties, and local lobbyists to pursue amendments to the Bill during the next legislative session. Notably, the Volusia County Commission has already voted to take this approach. Their legal department has proposed specific amendments and is working closely with lobbyists to advocate for these changes.

Fiscal Analysis:

If the Commission chooses to proceed with joining the lawsuit, the associated legal cost would be a flat fee of $10,000 to represent the City. This fee is payable within 10 days following the adoption of the attached resolution. In the event the case is appealed, the City would be required to pay the law firm an additional $5,000 for the appeal, due within 30 days after the appeal is filed. If the case is further appealed to the Florida Supreme Court, an additional $5,000 would be payable to the law firm at that stage. The total potential cost to the City, if the case proceeds through all levels of appeal, would be $20,000.

If the City chooses to work with lobbyists, as well as other cities and counties, to propose amendments to the law during the next legislative session, the associated cost is currently unknown.

Strategic Plan Item:
No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

volusia county proposed changes.pdf
Res 22-25 SB 180 Lawsuit.pdf

Proposed amendments (DRAFT)

Proposed Section 18 changes

252.422. Restrictions on county or municipal regulations after a hurricane

(1) As used in this section, the term "impacted local government" means a county listed in a federal disaster declaration located entirely or partially within 100 miles of the track of a storm declared to be a hurricane by the National Hurricane Center while the storm was categorized as a hurricane or a municipality located within such a county.

(2) For 1 year after a hurricane makes landfall, an impacted local government may not enforce ~~propose or adopt~~:

(a) A moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricane.

(b) A more restrictive or burdensome amendment to its comprehensive plan or land development regulations on any property damaged by such hurricane.

(c) A more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined in s. 163.3164 on any property damaged by such hurricane.

Proposed amendments (DRAFT)

- Proposed Section 28 changes
  - (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR–4806), Hurricane Helene (DR–4828), or Hurricane Milton (DR–4834), and each municipality within one of those counties, may not enforce ~~propose or adopt~~ any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; enforce ~~propose or adopt~~ more restrictive or burdensome amendments to its comprehensive plan or land development regulations on any property damaged by such hurricanes; or enforce ~~propose or adopt~~ more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, on any property damaged by such hurricanes before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall not be effective against property damaged by such hurricanes ~~be null and void ab initio~~. This subsection applies retroactively to August 1, 2024.

RESOLUTION NO. 22-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS, IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE + BIERMAN, PL TO PROSECUTE THE LAWSUIT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution provides that municipalities "shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services," and authorizes municipalities to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, pursuant to Section 2(b) of Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, municipalities have broad authority to adopt comprehensive plans, enact land development regulations, issue development permits, and impose temporary moratoria in furtherance of local public health, safety, and welfare, including for purposes of orderly growth, environmental protection, disaster recovery, and community resiliency; and

WHEREAS, on June 26, 2025, Senate Bill 180 ("SB 180"), titled "Emergencies," was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Florida Statutes; and

WHEREAS, among other things, Section 28 of SB 180 prohibits all local government-initiated ordinances that impose "more restrictive or burdensome" comprehensive plan amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, "Land Use and Zoning Regulations") for the period commencing retroactively from August 1, 2024, through October 1, 2027, even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and even if such amendments, regulations, or procedures were duly enacted prior to the enactment of SB 180; and

WHEREAS, Section 28 of SB 180 also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe; and

WHEREAS, Section 18 of SB 180 further prohibits local governments that are located in counties that are entirely or partially within 100 miles of the track of any future hurricane from enacting "more restrictive or burdensome" Land Use and Zoning Regulations, and moratoria on construction, reconstruction, or redevelopment of any property, damaged or not, for a period of one year after the storm makes landfall; and

WHEREAS, SB 180 is unconstitutional and invalid because, among other things, it:

(a) embraces more than one subject and matter properly connected therewith in violation of Article III, Section 6 of the Florida Constitution;

(b) includes a defective title in violation of Article III, Section 6 of the Florida Constitution;

(c) requires municipalities and counties to spend in the aggregate an amount that exceeds an insignificant fiscal impact without including a finding that the law fulfills an important state interest as required by Article VII, Section 18 of the Florida Constitution;

(d) constitutes a sweeping intrusion on home-rule authority, threatening local ability to enact land use, zoning, flood-resiliency, and environmental protections, contrary to Article VIII, Section 2(b) of the Florida Constitution to a degree that renders the constitutional provision hollow; and

(e) contains provisions that classify political subdivisions on a basis that is not reasonably related to the subject of the law in violation of Art. III, Section 11(b) of the Florida Constitution; and

WHEREAS, for example, despite SB 180 being titled "Emergencies," SB 180 contains various matters that are not connected and/or are unrelated to emergencies, including Section 18 and 28's total ban on any "more restrictive or burdensome" Land Use and Zoning Regulations, and Section 18's prohibition on moratoria on construction, reconstruction, and redevelopment of property, even if the property is intact and was not damaged by a hurricane or other emergency event; and

WHEREAS, the provisions of SB 180 also impose expenditure obligations upon municipalities and counties that, as conceded in the Florida Legislature's own staff analysis, exceed the threshold amount for an unfunded mandate, despite the lack of any finding in SB180 that the law fulfills an important state interest; and

WHEREAS, Section 18 of SB 180 infringes upon municipal home rule authority by prohibiting municipalities from enacting Zoning and Land Use Regulations if they are located

within a county that is entirely or partially within 100 miles of the track of a hurricane for one year in a completely indiscriminate manner that disregards the size, intensity, or impact of a hurricane on the municipality, whether a proposed Zoning and Land Use Regulation has even a *de minimis* impact on hurricane recovery efforts, or even if the Zoning and Land Use Regulations are necessary to protect the public health, safety, and welfare from the effects of a hurricane; and

WHEREAS, Section 18 of SB 180 further usurps the municipal home rule authority guaranteed by the citizens of Florida in the Florida Constitution by imposing blanket prohibitions on any moratoria on construction, reconstruction, or redevelopment of property for one year whenever a future hurricane falls within 100 miles of the county where the municipality is located, regardless of the necessity or impetus behind such moratoria; and

WHEREAS, Section 28 of SB 180 similarly prohibits municipalities from enacting Zoning and Land Use Regulations for the entire state of Florida retroactively from August 1, 2024, through October 1, 2027, without any rational justification; and

WHEREAS, SB 180's vague prohibitions on moratoria on construction, reconstruction, and redevelopment of properties and Land Use and Zoning Regulations that are "more restrictive or burdensome," and other ambiguous provisions render SB 180 incomprehensible, create uncertainty, chill local governance, and encourage preemptive, potentially frivolous, litigation to force local governments into repealing legislation, even if it might otherwise be a valid exercise of home rule authority; and

WHEREAS, the City Commission of the City of New Smyrna Beach desires to authorize the participation of the City of New Smyrna Beach in a lawsuit seeking declaratory, injunctive, and other appropriate relief from the provisions of SB 180, which impose a blanket statewide

prohibition on the exercise of home rule authority relating to Land Use and Zoning Regulations, based upon the any appropriate legal theories, including, without limitation, those set forth herein, subject to the participation of at least ten local governments (the "Lawsuit"); and

WHEREAS, it is in the best interest of the City of New Smyrna Beach to participate in the Lawsuit and to urge other local governments to join as plaintiffs; and

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

Section 1. **Recitals.** The above-stated recitals are hereby adopted and confirmed.

Section 2. **Authorization to Participate in Lawsuit.** The City Commission hereby authorizes the participation of the City of New Smyrna Beach in the Lawsuit, subject to participation of at least ten local governments.

Section 3. **Legal Representation and Fee Structure.** Weiss Serota Helfman Cole + Bierman, PL (the "Firm") is retained to represent the City of New Smyrna Beach in the Lawsuit, at both the trial and appellate levels. The Firm will charge a flat fee, inclusive of attorneys' fees and costs, of $10,000 to represent the City of New Smyrna Beach in the Lawsuit in the trial court, which shall be payable within ten days of the effective date of this Resolution. The City of New Smyrna Beach shall also pay $5,000 to the Firm to represent it in any appeal related to the Lawsuit that is filed at the District Court of Appeal within 30 days of the filing of such appeal, and $5,000 to the Firm to represent it in any appeal that is filed at the Florida Supreme Court within 30 days of the filing of such appeal. The City of New Smyrna Beach acknowledges that the Firm will be representing other local governments in the Lawsuit and waives any conflicts related to such representation. The City of New Smyrna Beach also acknowledges that the Firm

may represent other entities, private or public, at the City of New Smyrna Beach and that the representation of the City of New Smyrna Beach in this Lawsuit alone, because it is part of a coalition, will not constitute a conflict of interest and, to the extent it does, waives such conflict of interest.

Section 4. **Urge Participation.** The City of New Smyrna Beach invites and urges other local governments to join as plaintiffs in the Lawsuit and to coordinate their efforts with the City of New Smyrna Beach.

Section 5. **Transmittal.** The Clerk is directed to distribute this Resolution to all local governments in Volusia County. The Clerk is further directed to distribute this Resolution to the Firm.

Section 6. **Implementation.** The appropriate City of New Smyrna Beach officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 7. **Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/6/2025