



**Community Redevelopment Agency  
Tuesday, May 27, 2025 at 6:10 PM**

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

**1. CALL TO ORDER**

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A. Roll Call

**2. PUBLIC PARTICIPATION**

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**3. CONSENT AGENDA**

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3.A Consider the adoption of the Community Redevelopment Agency (CRA) Regular Meeting Minutes from Tuesday, April 22, 2025.

**4. OLD BUSINESS**

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**5. NEW BUSINESS**

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5.A Consider the approval of a City of New Smyrna Beach Community Redevelopment Agency (CRA) Historic Westside Preservation Grant (50-50 Matching Grant) Application for the Mary S. Harrell Black Heritage Museum to Paint the Exterior of the Museum Located at 314 N. Duss Street and the adjacent Heritage House for Eligible Facade Improvements.

5.B Consider the approval of a CRA adaptive reuse opportunity grant to Wayne Gonzalez at 622 Canal Street.

## 6. REPORTS AND COMMUNICATIONS

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## 7. ADJOURNMENT

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

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

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

CONSIDER THE ADOPTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA)  
REGULAR MEETING MINUTES FROM TUESDAY, APRIL 22, 2025.

May 27, 2025

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**Background:**

A CRA Meeting was held on April 22, 2025. The meeting minutes are attached for CRA adoption consideration.

**Fiscal Analysis:**

N/A

**Strategic Plan Item:**

No

Staff Report Created By: Sharon Taylor-Harding

**Attachments:**

[Community Redevelopment Agency Minutes - April 22, 2025.pdf](#)



**Community Redevelopment Agency  
Tuesday, April 22, 2025 at 6:10 PM**

**MINUTES**

**1. CALL TO ORDER**

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

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

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

Excused Absence: Member Brian Ashley

**2. PUBLIC PARTICIPATION**

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**3. CONSENT AGENDA**

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**4. OLD BUSINESS**

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**5. NEW BUSINESS**

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- 5.A Consider the adoption of Resolution No. CRA 01-25: Adopting a Revised Budget and Re-Appropriating the CRA Fund Balance to Specific and Amended CRA Capital Projects for Fiscal Year 2024 - 2025.

**Motion:**

Vice Chair Martin moved to adopt Resolution No. CRA 01-25 a Revised Budget and Re-Appropriating the CRA Fund Balance to Specific and Amended CRA Capital Projects for Fiscal Year 2024 - 2025. Member Perrine seconded the motion. The motion passed unanimously.

- 5.B Consider the approval of a CRA Adaptive Reuse Opportunity Grant to Looking Good Properties LLC at 312 Mary Avenue.

**Motion:**

Vice Chair Martin moved to approve the CRA Adaptive Reuse Opportunity Grant to Looking Good Properties LLC at 312 Mary Avenue. Member McGuirk seconded the motion. The motion passed unanimously.

**6. REPORTS AND COMMUNICATIONS**

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- 6.A Annual Report FY 2023 - 2024

CRA/Economic Development Director Samatha Bergeron outlined a PowerPoint presentation.

**7. ADJOURNMENT**

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As there was no further business to discuss, Chair Cleveland adjourned the meeting at 6:20 pm.

## THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

### CONSIDER THE APPROVAL OF A CITY OF NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) HISTORIC WESTSIDE PRESERVATION GRANT (50-50 MATCHING GRANT) APPLICATION FOR THE MARY S. HARRELL BLACK HERITAGE MUSEUM TO PAINT THE EXTERIOR OF THE MUSEUM LOCATED AT 314 N. DUSS STREET AND THE ADJACENT HERITAGE HOUSE FOR ELIGIBLE FACADE IMPROVEMENTS.

May 27, 2025

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#### **Background:**

On August 8, 2023, the Community Redevelopment Agency Board and City Commission approved the Historic Westside Preservation 50-50 Matching Grant Program and Guidelines for Eligible Exterior Improvements up to \$50,000 each.

On June 27, 2023, the CRA Board awarded a Gap Grant of \$42,800 to the Mary S. Harrell Black Heritage Museum as supplemental funding with a Florida Department of State African American Cultural and Historical Grant Award of \$139,200 for exterior facade and property improvements to build the museum annex (known as the Heritage House) adjacent to the museum. The work was completed, and the grant has been closed out.

Lastly, the museum and museum annex need a final coat of paint to complete the restorations.

Motion to approve Historic Westside Preservation Grant to the Mary S. Harrell Black Heritage Museum in the amount of \$6,000.

#### **Findings:**

The applicant provided 3 quotes for painting the exteriors of the two buildings: the color will be white.

Harmony in Color \$ 15,440.25

JPL Painting LLC \$11,500.00

New Visions \$12,000.00

#### **Fiscal Analysis:**

The FY 24 - 25 Budget for Historic Westside Preservation Grant Program is \$100,000. (City line code: 12555201:583006)

This work to pressure wash and paint the museum and Heritage House are estimated to

cost \$12,000. This is a 50-50 matching reimbursement grant. The estimated reimbursement is \$6,000.

**Strategic Plan Item:**

No

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

**Attachments:**

[Mary S. Harrell Black Heritage Museum Application updated 3-31-25.pdf](#)

[2025 May 27 Mary S. Harrell Black Heritage Museum - CRA Historic Westside Historic Preservation Grant Agreement.pdf](#)

[Certificate of Appropriateness Approval 2024.pdf](#)

[Mary S. Harrell Black Heritage Museum Brochure.pdf](#)

[Mary S Harrell Black Heritage Museum Photos 2024-09-06.pdf](#)



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



**Historic Westside Preservation Grant  
*Program Overview & Application***

**I. PROGRAM PURPOSE**

The City of New Smyrna Beach Community Redevelopment Agency (CRA) Historic Westside Preservation Grant Program is designed to provide funding assistance for **exterior only façade and property improvements of designated local landmarks within the Historic Westside Neighborhood.** The program would adhere to the Secretary of the Interior's Standards, and the City of New Smyrna Beach Historic Preservation policies and guidelines.

**II. APPLICANT & PROPERTY ELIGIBILITY**

Eligible applicants include any legally established non-profit organization that owns or leases property within the Historic Westside neighborhood and provides educational or healthcare services to the public.

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

**III. ELIGIBLE PROJECT ITEMS**

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

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

**\*Items not listed above will not be considered for grant approval.**

#### IV. PROGRAM & PROJECT FUNDING

Within a fiscal year (October 1-September 30), the Historic Westside Preservation Grant Program will be funded, on a first-come and first qualified applicant basis, with available funds from the CRA's applicable Trust Fund. Projects that exceed the CRA Board approved budget allocation within a fiscal year will require a budget amendment and subsequent pre-approval of the CRA Board or City Commission.

##### A. Limit on Allocation of Funds

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

##### B. EXTERNAL PROJECT FUNDING RESOURCE DISCLOSURE

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

#### V. PROGRAM ADMINISTRATION

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

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

#### VI. PROGRAM KEY PERFORMANCE REQUIREMENTS

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

Key performance indicators include:

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

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

Return on Investment considerations include:

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

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

CRA Historic Westside Preservation Grant Program Overview & Application Page 2 of 11

## A. General Application Review and Approval Process

1. Applicant (owner) contacts CRA staff or downloads a Historic Westside Preservation Grant Application from the CRA page of the city's website. If the applicant is the lessee, written consent of the owner should be attached to the application. The application must be submitted to the CRA to be considered (Reference the Application Checklist for application instructions)
2. Applicant provides CRA staff with a detailed outline of the proposed project and non-profit based educational or healthcare program services. This will include:
  - a. Non-profit educational or healthcare-based service narrative.
    - The narrative needs to:
      - Explain what services are being offered
      - Indicate how many beneficiaries or individuals are served
      - Indicate how many beneficiaries are expected to be served over the subsequent 3 years.
      - Provide a program budget
  - b. Photographs, clearly showing existing conditions.
  - c. Detailed drawing, to approximate scale, showing proposed improvements.
  - d. Written specifications outlining scope of work..
  - e. Façade/Property Improvement project budget, showing (3) contractor firm estimates of all work items.
    - Applicant obtains 3 cost estimates for the proposed project and submits to CRA staff. If obtaining 3 cost estimates is not feasible, the applicant will be responsible for providing the CRA staff with written proof that estimates were not received by a company.
3. CRA staff reviews the project information to ensure compliance with program guidelines.
4. If the CRA Historic Preservation Grant application is program compliant, the applicant must contact the city's **Historic Preservation Officer (HPO)** at **(386) 410-2833** and submit a **Historic Preservation Commission Certificate of Appropriateness Application**. The HPO reviews the application and works with the applicant to schedule a Historic Preservation Commission (HPC) Meeting. The HPC meeting will determine if the application obtains a **Certificate of Appropriateness**.
5. If the project receives HPC approval and a **Certificate of Appropriateness**, CRA staff will work with the applicant to obtain authorized applicant signatures/notaries for a **CRA Grant Agreement and Affidavit**. Then, CRA staff will schedule a CRA Board/City Commission meeting to present the project for CRA Grant approval consideration.
6. If approved by the CRA Board/City Commission, project work can begin after all necessary permits etc. have been issued by the City's Development Services staff. During this phase, CRA staff will provide an award letter to the applicant that will include additional grant compliance requirements and guidance.
7. Upon completion of the project, CRA staff inspects and approves CRA Board approved work as well as monitors compliances with the CRA Grant Agreement etc.

**B. Grant Payments Process:**

- 1. Grant payments: Subject to the terms and conditions of the Grant Agreement, payment will be made within approximately ninety (60) days from the CRA receiving the following:
  - a) Detailed invoices for approved and completed CRA project items
  - b) Building Department Inspection forms and completed final inspections (if applicable)
- 2. Alternatively, it is within the CRA/Economic Development Director's discretion to authorize that partial grant payments be issued on a draw schedule to facilitate the timely completion of some of the approved CRA project items.

**C. Permits and Contractors**

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

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

**PROGRAM ACKNOWLEDGEMENT (REQUIRED)**

I have read, understand, and accept the program overview and guidelines set forth above for the CRA Historic Preservation Grant Program

314 N DUSS STREET	NEW SMYRNA BEACH, FLORIDA 32168
Property Address	City, State, Zip Code

ANN HARRELL
Applicant Name (Please Print)

<i>Ann Harrell</i>
Applicant Signature

## APPLICATION CHECKLIST

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

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

**HISTORIC PRESERVATION GRANT PROGRAM APPLICATION**  
**(Complete All Sections, if not applicable enter or write: N/A)**

**APPLICANT**

Name: Ann Harrell

Address: 314 N DUSS STREET

City, State: NEW SMYRNA BEACH, FLORIDA 32

Zip Code: 32168 Phone Number: 386-295-0676

E-mail: aharrell595@aol.com

**BUILDING TO BE IMPROVED/PROPERTY INFORMATION**

Owner: Mary S. Harrell Black Heritage Museum BOARD OF DIRECTORS

Address: 314 N Duss Street

City, State: NEW SMYRNA BEACH, FLORIDA

Zip Code: 32168

**OWNER OF PROPERTY (if not the applicant)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**FAÇADE/PROPERTY IMPROVEMENT PROJECT INFORMATION**

Exterior painting of the Mary S Harrell Black Heritage Museum and the adjacent Heritage House aka Shot Gun House

same color WHITE and the adjacent Heritage House aka Shot Gun House same color

Select all applicable improvements for the property.

ITEM	ESTIMATED COST	ITEM	ESTIMATED COST
Exterior Wall Repair (stucco, brick, or wood repairs and replacement)		ADA improvements	
Exterior Doors/Windows (includes trim pieces)		Exterior Lighting	
Signage		Exterior fencing (excluding chain link, barbed wire, and wood panels)	
Roof Replacement or Repair		Exterior painting	\$12,000
Landscaping around the building (irrigation included)		Public utilities and infrastructure	
Decorative exterior façade improvements (i.e., awnings, canopies etc.)		<b>TOTAL ESTIMATED COST (Add up all project costs and enter here)</b>	

Name of **LICENSED** General Contractor for the Project: \_\_\_\_\_

Address of General Contractor: \_\_\_\_\_

City, State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number of General Contractor: \_\_\_\_\_

Email for General Contractor: \_\_\_\_\_

Estimated Total Project Cost: \$ \_\_\_\_\_ Grant Amount Requested: \$ \_\_\_\_\_

**SOURCES OF PROJECT FUNDING (OTHER THAN CRA GRANT)**

**NON-PROFIT PROGRAM OR SERVICE DESCRIPTION**

OUR MISSION IS TO COLLECT, PRESERVE, INTERPRET AND EXHIBIT THE HISTORY AND CULTURE OF AFRICAN AMERICAN WITH SPECIAL EMPHASIS ON OUR LOCAL HISTORY, ESPECIALLY THE WESTSIDE COMMUNITY OF NEW SMYRNA BEACH.

**APPLICATION AGREEMENT**

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

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

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

**ANN HARRELL**

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**Applicant Name (Please Print)**

*Ann Harrell*

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**Applicant Signature**

*6/20/24*  
Date

*Ann Harrell*  
**Applicant Name (Please Print)**

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*Ann Harrell*  
**Applicant Signature**

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3/30/2025

Date

**Property Owner Authorization Form**

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

The undersigned owner of the existing building located at:

\_\_\_\_\_  
Address

Certifies that:

\_\_\_\_\_  
Applicant

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

\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

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

(Seal)

\_\_\_\_\_  
Signature of Notary Public  
Print, Type/Stamp Name of Notary

Personally known: \_\_\_\_\_

OR Produced Identification: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**Property Owner Authorization Form**

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

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between the New Smyrna Beach Community Redevelopment Agency ("NSBCRA") and

\_\_\_\_\_ ("Applicant").

WHEREAS, Applicant has made application for a grant with the NSBCRA under the CRA Historic Westside Preservation Grant; and

WHEREAS, NSBCRA has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1. Applicant agrees to complete the Project consistent with the application submitted to NSBCRA, which is attached to this Agreement and made a part hereof as Exhibit "A".
2. In consideration of Applicant satisfactorily completing the Project, NSBCRA will reimburse Applicant the approved amount of \$ \_\_\_\_\_, (in no event shall NSBCRA pay more than \$50,000.00).

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

APPLICANT: \_\_\_\_\_ City of New Smyrna Beach CRA Board

By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Chairperson

By: \_\_\_\_\_

Its: \_\_\_\_\_  
"Applicant"

**COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF NEW SMYRNA BEACH  
HISTORIC WESTSIDE PRESERVATION GRANT (50-50 Match) AGREEMENT**

This agreement is entered into this 27 day of May, 2025 by and between the Community Redevelopment Agency of the City of New Smyrna Beach, a Section 163.357, Fla. Stat., agency (“GRANTOR”) and Mary S. Harrell Black Heritage Museum, Inc. (“GRANTEE”), a Florida Not for Profit Corporation.

**RECITALS**

WHEREAS, **GRANTOR** has established a Historic Westside Preservation Grant Program to further the Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Master Plan by assisting in the cost of exterior only façade and property improvements of designated local landmarks within the Historic Westside Neighborhood; and

WHEREAS, **GRANTEE** is the Chairman of a not for profit corporation, known as the Mary S. Harrell Black Heritage Museum, Inc., with a property address of 314 N. Duss Street, New Smyrna Beach, FL, 32168, and has made application for a grant under the Historic Westside Preservation Grant Program for improvements to the exterior façade of the property, which may include repairing or replacing the stucco, brick, or wood, improve the exterior doors and windows including trim pieces, and to paint the exterior of the church and “shotgun” building known as the Heritage House; and

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

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

**SECTION 1. IMPROVEMENTS.** **GRANTEE** agrees to improve the exterior wall by repairing or replacing the stucco, brick, or wood, improve the exterior doors and windows including trim pieces, and to paint the exterior of the church and “shotgun” building known as the Heritage House located at 314 N. Duss Street, New Smyrna Beach, FL 32168 as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

Mary S. Harrell Black Heritage Museum Grant Agreement  
May 27, 2025  
Page 1 of 6

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

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

(c) **GRANTEE** agrees and understands that all work eligible for reimbursement must be completed and approved by staff on or before 31<sup>st</sup> of July, 2025.

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

**SECTION 2. REIMBURSEMENT.** **GRANTEE** understands that the maximum eligible amount for the aforementioned improvements is fifty percent (50%) of the total eligible costs, not to exceed \$50,000.00 and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling **\$12,000.00**, the maximum eligible grant award to **GRANTEE** is **\$6,000.00**, subject to the following conditions:

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

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

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

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

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

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

5) Final lien waivers from all contractors and subcontractors.

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

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to Ann Harrell, 131 Mill Spring Pl, Ormond Beach, FL 32174-4820.

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

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

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

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

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

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

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

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

**WITNESSES:**

**COMMUNITY REDEVELOPMENT AGENCY  
OF CITY OF NEW SMYRNA BEACH**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**BY:** \_\_\_\_\_  
**FRED E. CLEVELAND**, Mayor and Chairman

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_  
**KEVIN COWPER**, City Manager

**STATE OF FLORIDA  
COUNTY OF VOLUSIA**

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

\_\_\_\_\_  
**NOTARY PUBLIC**

Notary

WITNESSES:

MARY S. HARRELL BLACK HERITAGE  
MUSEUM, INC.

[Signature]  
Print Name: Sharon Stephenson

BY: [Signature]  
Ann Harrell, Chairman

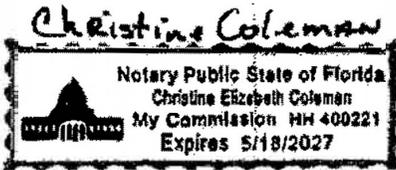
[Signature]  
Print Name: KULPREET SEWCH

ATTEST:  
[Signature]

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of Feb. 2024, by Ann Harrell, Chairman of the Mary S. Harrell Black Heritage Museum, Inc. She is personally known to me or has produced Driver License as identification.



Christine Coleman  
NOTARY PUBLIC  
Notary Seal



# City of New Smyrna Beach

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December 12, 2024

Ann Harrell  
Mary S. Harrell Black Heritage Museum, INC  
314 North Duss Street  
New Smyrna Beach, Florida 32168

RE: CA-2-24: **314 North Duss Street**

The Historic New Smyrna Beach Preservation Commission met at a scheduled meeting on Wednesday, December 11, 2024, to consider a Certificate of Appropriateness to repaint the exterior on buildings that have a local landmark designation. The color of choice was white with a green trim.

The Commission voted 5-0, to **APPROVE** the Certificate of Appropriateness.

If you have any further questions or concerns, please contact our office at (386) 410-2835.

Sincerely,

Robert Mathen  
Senior Planner / Historic Preservation Officer  
City of New Smyrna Beach  
386-410-2835  
[Rmathen@cityofnsb.com](mailto:Rmathen@cityofnsb.com)  
CC: Case File # CA-2-24

[www.cityofnsb.com](http://www.cityofnsb.com)

Office: 214 Sams Avenue, New Smyrna beach, Florida 32168  
Mail: 210 Sams Avenue, New Smyrna Beach, Florida 32168  
386-410-2835

# HISTORY OF THE MUSEUM

The Mary S. Harrell Black Heritage Museum is the cornerstone of the Historic West Side community in New Smyrna Beach, Florida. The Museum is located on N. Duss Street in the Historic West Side neighborhood, and resides in the old Sacred Heart/St. Rita church building, constructed in 1899.



Mary S. Harrell  
Founder

The Museum displays a rich and varied collection of photos, oral histories, and memorabilia that tells the story of the people who live here. The collection educates citizens and students about the history and race relations in small town Florida over the course of the twentieth century. The oral histories and photographs speak of the hardships and triumphs of this African American community from the early 1900's to the present. These personal accounts of daily life make history come alive for young and old.

Mary S. Harrell, founder of the museum, knows the value of preserving history. She stated, "Slavery and discrimination may be ugly, but the stories of the past, both good and bad, need to be told. I want the children to know, that was life then, and if you're not careful, you'll slip right back to it." (Mary S. Harrell, Daytona News Journal, Sunday February 6, 2005).

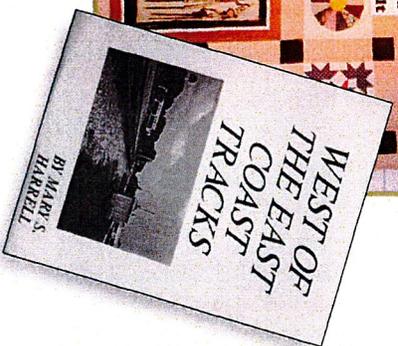
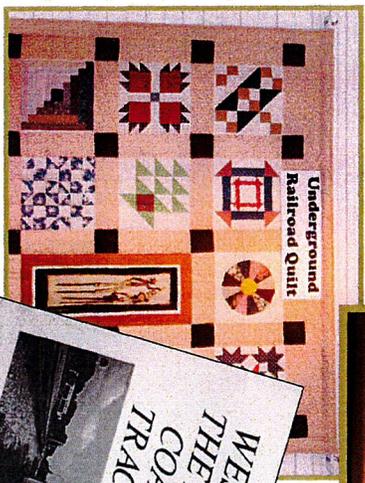
The museum is operated by the Black Heritage Festival, Inc. of New Smyrna Beach, Florida and is a 501 C (3) organization. Small groups are encouraged to use the museum for meetings. There is no admission fee and the museum is open to the public.

## COVER PAGE

1. Black Heritage Museum building constructed in 1899.
2. Museum interior.

# PERMANENT EXHIBITS

- A collection of hundreds of photographs shows the Catholic Sisters of the Christian Doctrine and the part they played in molding the future of the African Americans here and in other areas in the State of Florida.
- More than one hundred replicas of African American inventions are on exhibit in the Museum with literature documenting them.
- The Florida East Coast Railroad exhibit chronicles the key role the railroad played in the social and economic development of the West Side community.
- The Heritage House, across the street from the museum, is a furnished Shotgun House, circa 1920.



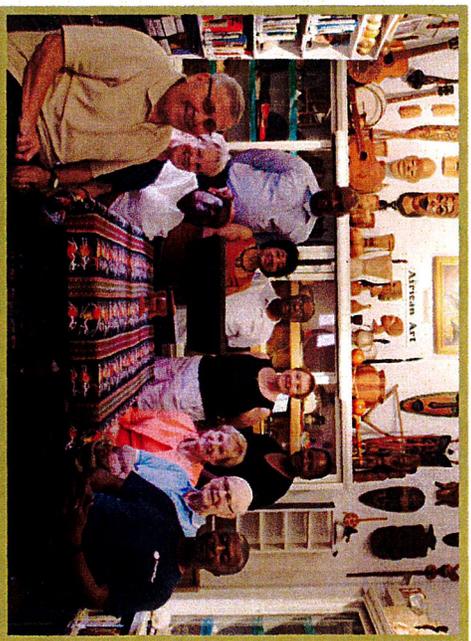
- Chisholm High School, which was the first school for black children in Volusia County, was built and donated to the West Side community in 1916 by the late Leroy Chisholm. Photographs and information from the school create an historical exhibit on education in the West Side neighborhood.

# FRIENDS OF THE MARY S. HARRELL BLACK HERITAGE MUSEUM

The Mary S. Harrell Black Heritage Museum has a "Friends Group" that assists by participating in one or more of the following activities.

- Hosting the Museum with another volunteer for an hour or two as scheduled. Museum volunteers greet visitors and direct them to various exhibits.
- Helping to plan activities for schoolchildren who visit the Museum.
- Assisting in the Museum office with tasks such as filing, setting up exhibits, and entering data into the computer.
- Working with the Museum Director in the care and maintenance of the exhibits.
- Assisting with Museum events and programs.

If you are interested in supporting the work of the Museum, please complete the form on the back of this brochure; enclose a check and mail to the Mary S. Harrell Black Heritage Museum, 314 N. Duss Street, New Smyrna Beach, Florida 32168. For more information, please call Jimmy Harrell, Executive Director, at 386-478-1934 or 386-416-9699.



Charter Members of the Board of Directors

# Mary S. Harrell Black Heritage Museum Photos



**THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT**

**CONSIDER THE APPROVAL OF A CRA ADAPTIVE REUSE OPPORTUNITY GRANT TO  
WAYNE GONZALEZ AT 622 CANAL STREET.**

**May 27, 2025**

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**Background:**

On April 13, 2021 the CRA Board and City Commission approved the program guidelines, target area, and budget allocations for the CRA Commercial Facade / Exterior Property Improvement 50-50 Matching Grant Programs. The Adaptive Reuse Opportunity Grant Program is designed to encourage innovative and value-added changes of use for underutilized commercial and industrial properties with commercial frontage within the CRA District.

Mr. Gonzalez purchased the property in June of 2017 and is ready to redevelop the property to create 15 units for small business spaces for growing businesses.

Motion to approve Adaptive Reuse Opportunity Grant for redevelopment of 622 Canal Street in the amount of \$250,000

**Findings:**

The redevelopment of this property will include extensive improvements to this site. The exterior renovations will include demolition of existing rear storage building, remove and replace asphalt parking lot, upgrade water and electrical services , painting, roof, awnings / canopies, decorative exterior façade improvements, landscaping, irrigation, install new impact store front doors and windows, exterior lighting, replace roof and decking on balcony, signage, fencing, public utilities, exterior security features, and new signage.

The applicant has provided estimates from three Florida Licensed Contractors:

Palmetto Construction Group \$ 500,712  
Axis Construction Inc. \$507,850  
Florida Construction Specialists \$520,850

The eligible expenditures include (exterior only):

Painting \$19,760  
Roof Repair \$27,600  
Decorative Exterior Facade Improvements \$58,700  
Exterior doors / windows \$70,900  
Landscaping \$9,700

Irrigation \$4,860  
Parking lot \$37,902  
Professional Design Assistance \$6,900  
Exterior Lighting \$13,900  
Patio \$75,800  
Exterior wall repairs \$72,700  
ADA Improvements \$7,940  
Signage \$18,800  
Fencing \$6,750  
Demolition \$7,740  
Public Utilities & Infrastructure \$44,900  
Exterior Security Features \$15,860  
Total: \$500,712

**Fiscal Analysis:**

The Adaptive Reuse Opportunity Grant, (not to exceed \$250,000) will be charged to the CRA's Development and Incentives Account number 12555201-583006. In the approved revised FY 2024 - 2025, the budgeted amount for the ARO Grant program is \$1,000,000.

**Strategic Plan Item:**

No

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

**Attachments:**

[TAB 14 - ARO Grant App - Wayne Gonzalez - 622 CANAL St 5-12-25.pdf](#)

[TAB 8 - Plans or sketches - 622 CANAL St - 5-12-25.pdf](#)

[TAB 9 - Conceptual Rendering - 622 CANAL St - 5-12-25.pdf](#)

[TAB 10 - Plant List for Landscaping 622 Canal 5-12-25.pdf](#)

[Elevations.pdf](#)

[ARO Grant Agreement - Wayne Gonzalez - 622 Canal St - signed.pdf](#)

[Declaration of Restrictive Covenants - Wayne Gonzalez - 622 Canal Street.pdf](#)



**COMMUNITY REDEVELOPMENT AGENCY**  
OF THE CITY OF NEW SMYRNA BEACH  
210 SAMS AVENUE  
NEW SMYRNA BEACH, FLORIDA 32168



## **Adaptive Reuse Opportunity 50-50 Matching Grant Program Overview**

**Awards up to \$250,000 (as funds are available)**

### **PROGRAM DESCRIPTION:**

The Adaptive Reuse Opportunity 50-50 Matching Grant Program (up to \$250,000) awards grant funds for EXTERIOR ONLY improvements to commercial businesses and properties that are located within specific targeted areas of the Community Redevelopment Agency's District. (US1 / Dixie Freeway and Historic Westside.

These improvements can include, but are not limited to facade painting, parking lot resurfacing, signage, landscaping, etc. Maximum CRA grant awards cannot exceed \$250,000 per applicant. The Adaptive Reuse Opportunity (ARO) Grant was created to encourage desired changes of use (permissible by New Smyrna Beach Land Development Regulations) through the redevelopment of commercial buildings and properties that are for sale or lease with commercial frontage along the US 1 corridor (i.e., Dixie Freeway) and Historic Westside targeted areas. The program allows the CRA to fund grant recipients or grantees on a reimbursement basis for 50% of the cost to enhance commercial facades and property improvements up to \$250,000.

**For example: For a CRA Grant Recipient to receive \$250,000, the applicant must spend \$500,000. Once the required documentation has been submitted for approval and the project obtains regulatory approval, the \$250,000 is reimbursed to the recipient.**

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

### **PROGRAM RULES:**

The following rules are intended to inform a potential grant applicant of the extent and scope of the program. The purpose of the program is to encourage commercial property owners to upgrade their properties by improving the external appearance of their business and to encourage businesses to invest in the growth of their business along the US 1 corridor and Historic Westside. The result will halt deterioration, stabilize property values, improve, and upgrade the appearance of the area, and facilitate and encourage redevelopment activity within the targeted area of the CRA.

CRA Adaptive Reuse Opportunity (ARO) 50-50 Matching Grant Program Page 1 of 11  
*Updated October 2024*

- Demolition of structure and (re)sodding of vacant property
- Public utilities and infrastructure required for business or commercial property
- Professional Design Assistance
- Exterior Security Features

**Ineligible expenses include:**

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

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

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

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

**APPLICATION PROCESS:**

1. An applicant seeking a project grant may secure an application from the New Smyrna Beach Community Redevelopment Agency (CRA) located at 210 Sams Avenue (Old Connor Library) New Smyrna Beach, FL 32168, phone (386)-279-2497 or download the application from [Community Redevelopment | New Smyrna Beach, FL - Official Website \(cityofnsb.com\)](http://Community Redevelopment | New Smyrna Beach, FL - Official Website (cityofnsb.com))

2. The CRA will administer the Adaptive Reuse Opportunity Grant Program and funding. In addition to the appropriate City of New Smyrna Beach building inspections, the CRA will inspect the work to determine the satisfactory completion of the work.

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

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

5. Once an application is deemed complete and meets all of the criteria, the applicant will also sign an agreement and affidavit. The application, support documents, agreement and affidavit will be submitted by the CRA Director to the CRA Board for the next available CRA Board meeting for approval. Work cannot begin prior to approval. Any work started prior to approval is not eligible for reimbursement.

#### **REIMBURSEMENT PROCESS:**

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

- a) Detailed invoices, copy of processed or cancelled check and proof of payment for Eligible Reimbursable Costs
- b) Building Department Inspection forms and completed final inspections.

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

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

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

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

6. The CRA staff will perform monitoring exercises at least once a year to record the applicant's compliance with the grant's requirements. The monitor will formally report the applicant's level of compliance to the CRA Director and will also report any corrective action plans that the applicant has committed to implementing to achieve the

agreed upon compliance goals in the grant agreement. Staff will review the documents provided. If everything is in order, the project will be declared completed and process payment to the applicant for the amount allowed by the Grant Agreement.

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I have read, understand, and accept the program overview and guidelines set forth above for the Adaptive Reuse Opportunity 50-50 Matching Grant Program.

622 Canal St. New Smyrna Beach, FL 32168  
Property Address City, State, Zip Code

Wayne Gonzalez  
Applicant Name (Please Print)

Wayne Gonzalez  
Applicant Signature



# APPLICATION CHECKLIST

May 7<sup>th</sup>

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

- TAB 1: Written detailed description of the improvements to be done to the property
- TAB 2: W9 Form (attached)
- TAB 3: Copy of Business Tax Identification *N/A*
- TAB 4: Copy of Occupational Licenses *N/A*
- TAB 5: Copy of Warranty Deed,
- TAB 6: Copy of Lease (if applicable), *N/A*
- TAB 7: Copy of Property Appraisal Records (paid property taxes) *CURRENT*
- TAB 8: Plans or sketches (if applicable)
- TAB 9: Rendering of completed project (needed for presentation purposes)
- TAB 10: Site plan and plant list for landscape projects
- TAB 11: Third-party cost estimates from three (3) Florida licensed contractors
- TAB 12: Estimated timeline or project schedule *start August to FEB.*
- TAB 13: Evidence of financial ability to pay for the project (approved loan, cash account, line of credit, etc.) *Bank Account*
- TAB 14: Completed Application
- TAB 15: Completed Checklist

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



**Adaptive Reuse Opportunity Grant Program Application**

**1. APPLICANT**

Name: Wayne Gonzalez  
Address: 1417 Deirdre Dr. Rustin FL  
City, State: Rustin Florida  
Zip Code: 33570 Phone Number: 813 917-9246  
E-mail: waynegonzalezrooting81@gmail.com

**2. BUILDING TO BE IMPROVED/PROPERTY INFORMATION**

Owner: Wayne Gonzalez  
Address: 622 Canal St.  
City, State: New Smyrna Beach FL  
Zip Code: 32168

**3. OWNER TYPE:**

- Individual
- Partnership
- LLC
- Sole Proprietorship
- Corporation
- Non-Profit

**4. OWNER OF PROPERTY (if not the applicant)**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_



Adaptive Reuse Opportunity Grant Program Application

Name of LICENSED General Contractor for the Project: Conrad Davis c/o Palmetto Construction For 622 Canal St. project
Address of General Contractor: 145 Canal St.
City, State New Smyrna Beach, FL Zip Code 32168
Phone Number of General Contractor: 386-527-2693
Email for General Contractor: palmettonsb@gmail.com
Estimated Total Project Cost: \$ Grant Amount Requested: \$

6. SOURCES OF FUNDING Personal Checking

7. APPLICATION AGREEMENT

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

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

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

Wayne Gonzalez
Applicant Name (Please Print)

Wayne Gonzalez
Applicant Signature Date 4/28/2025

Applicant Name (Please Print)

Applicant Signature Date



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

\_\_\_\_\_  
 (“Applicant”).

WHEREAS, Applicant has made application for a grant with the CRA under the CRA Adaptive Reuse Opportunity Program Grant; and

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

IT IS HEREBY AGREED AS FOLLOWS:

1. Applicant agrees to complete the Project consistent with the application submitted to CRA, which is attached to this Agreement and made a part hereof as Exhibit “A”.
2. In consideration of Applicant satisfactorily completing the Project, CRA will reimburse Applicant the approved amount of \$ \_\_\_\_\_, (in no event shall CRA pay more than \$250,000.00).

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

APPLICANT:

Community Redevelopment  
Agency of the City of New Smyrna  
Beach (CRA) Board

By: \_\_\_\_\_

\_\_\_\_\_

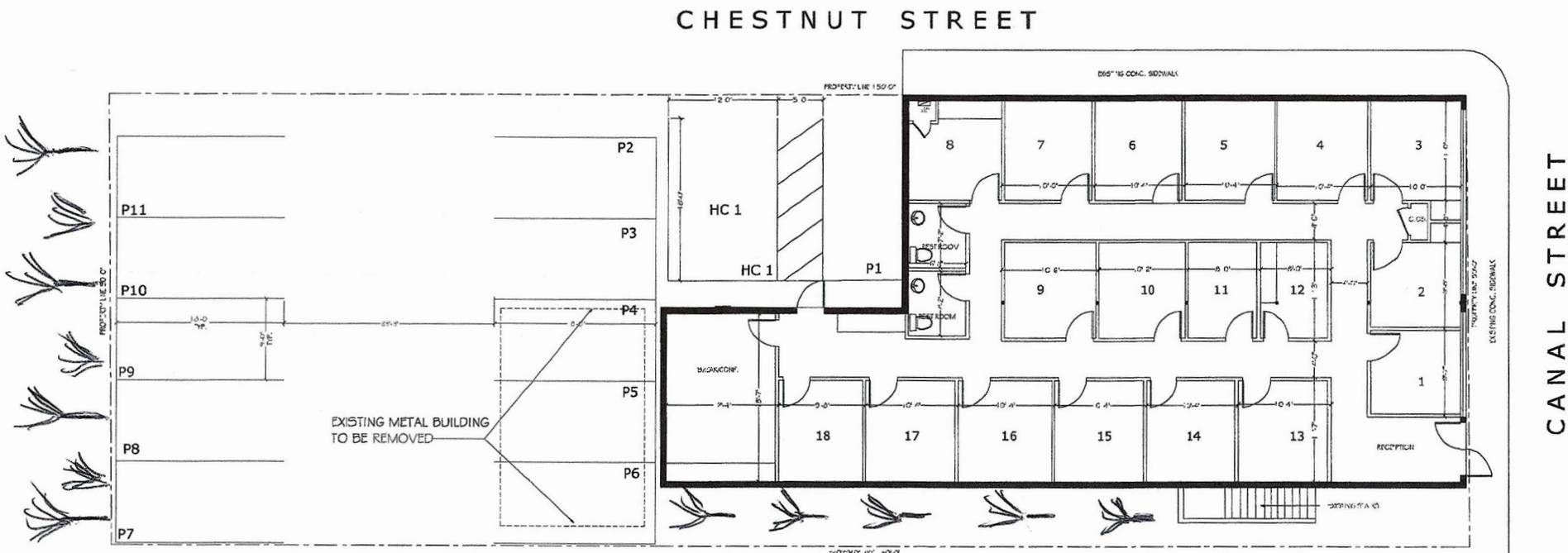
Print Name: \_\_\_\_\_

Chairperson

By: \_\_\_\_\_

Its: \_\_\_\_\_

“Applicant”



**Project Information**

ZONING	MU CENTRAL BUSINESS DISTRICT
USE/OCCUPANCY:	OFFICE SPACE/BUSINESS GROUP B
SCOPE	NON STRUCTURAL BUILD OUT OF EXISTING BUSINESS SPACE. NEW PARTITION WALLS ARE SHOWN. 18 OFFICES, 2 RESTROOMS. BREAK AND RECEPTION
PARKING	11 SPACES & 1 HANDICAP SPACE

PROPOSED  
**SITE/FLOOR PLAN**



SCALE: 3/16" = 1'-0"

\*SEE SURVEY FOR ADDITIONAL SITE INFORMATION

**622 CANAL STREET  
NEW SMYRNA BEACH, FLORIDA**







# Plant list For landscape Project!

1. Royal Palms
2. Areca Palms
3. landscape Rock

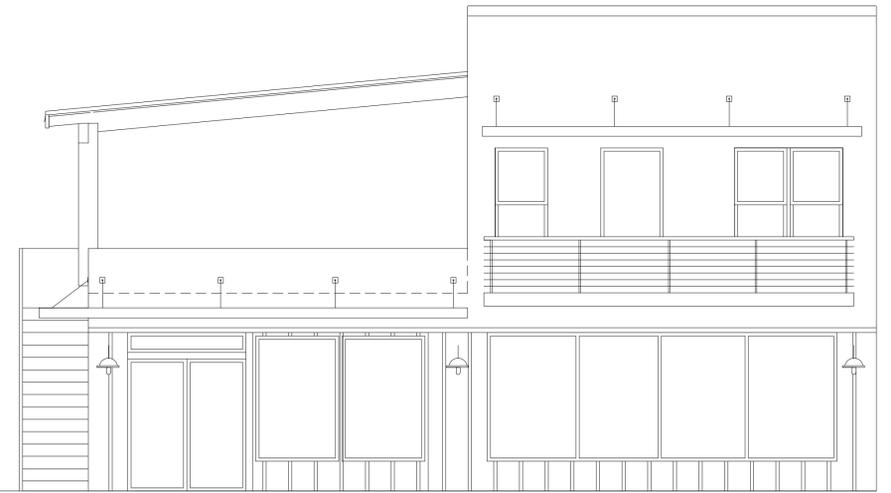
## Estimated Timeline of Project

1. Start August 2025
2. Completion of Project Jan 2026 / Feb. 2026



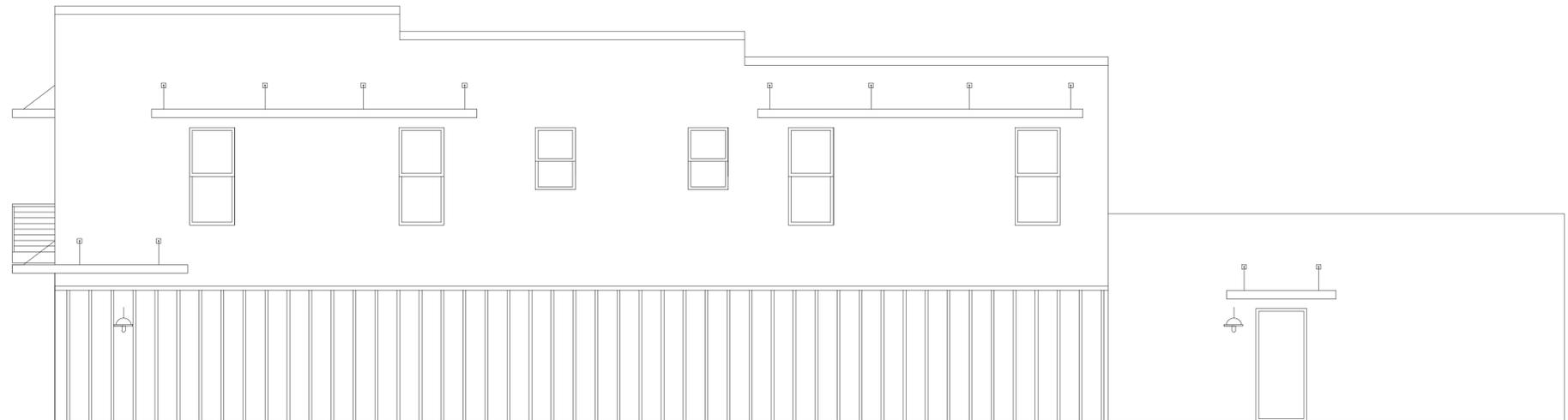
### EAST ELEVATION

SCALE: 1/4"= 1'-0"



### NORTH ELEVATION

SCALE: 1/4"= 1'-0"



### WEST ELEVATION

SCALE: 1/4"= 1'-0"

**CITY OF NEW SMYRNA BEACH  
ADAPTIVE REUSE OPPORTUNITY (ARO) GRANT AGREEMENT**

This agreement is entered into this 27 day of May, 2025 by and between the City of New Smyrna Beach Community Redevelopment Agency, a Section 163.357, Fla. Stat., agency (“GRANTOR”) and Wayne Gonzalez (“GRANTEE”), property owner.

**RECITALS**

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

WHEREAS, GRANTEE is the owner of a property located at 622 Canal Street, New Smyrna Beach, FL 32168 and has made application for a grant under the Adaptive Reuse Opportunity Grant Program for Demolition of existing rear storage building, remove and replace asphalt parking lot, upgrade water and electrical services , painting, roof, awnings / canopies, decorative exterior façade improvements, landscaping, irrigation, install new impact store front doors and windows, exterior lighting, replace roof and decking on balcony, signage, fencing, public utilities, exterior security features, and new signage; and

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

NOW THEREFORE GRANTOR AND GRANTEE AGREE AS FOLLOWS:

**SECTION 1. IMPROVEMENTS.** GRANTEE agrees to: Demolition of existing rear storage building, remove and replace asphalt parking lot, upgrade water and electrical services , painting, roof, awnings / canopies, decorative exterior façade improvements, landscaping, irrigation, install new impact store front doors and windows, exterior lighting, replace roof and decking on balcony, signage, fencing, public utilities, exterior security features, and new signage of the building located at 622 Canal Street, New Smyrna Beach,

Wayne Gonzalez, 622 Canal St. - Adaptive Reuse Opportunity Grant Agreement  
May 27, 2025

FL 32168, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

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

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

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

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

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

**SECTION 2. REIMBURSEMENT.** **GRANTEE** understands that the maximum eligible amount for the aforementioned improvements, Demolition of existing rear storage building, remove and replace asphalt parking lot, upgrade water and electrical services , painting, roof, awnings / canopies, decorative exterior façade improvements, landscaping, irrigation, install new impact store front doors and windows, exterior lighting, replace roof and decking on balcony, signage, fencing, public utilities, exterior security features, and new signage, total eligible costs which must be a minimum of \$500,000, not to exceed \$250,000, and that this is a 50-50 matching reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling \$ 500,712.00 the maximum eligible grant award to **GRANTEE** is \$250,000.00, subject to the following conditions:

Wayne Gonzalez, 622 Canal St. - Adaptive Reuse Opportunity Grant Agreement  
May 27, 2025

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

- 1) An executed and notarized contractor statement showing the full cost of the work, as well as each separate component amount due to the contractor and each subcontractor involved in furnishing labor, materials or equipment; and
- 2) Proof of payment for eligible reimbursable costs (e.g., detailed invoices and copies of processed or cancelled checks); and
- 3) Proof that all required local, state and federal permits were secured; and
- 4) Proof that all work passed the requisite inspections; and
- 5) Final lien waivers from all contractors and subcontractors.

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

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to **Mr. Wayne Gonzalez, 1417 Deirdre Drive, Ruskin, FL 33570.**

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

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

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

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

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

**SECTION 7. RELEASE AND INDEMNIFICATION.** GRANTEE agrees that it releases GRANTOR from, and agrees that the GRANTOR shall not be liable for, and agrees to indemnify and hold harmless the GRANTOR and its officials, officers, employees and agents

from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way directly or indirectly connected with the Adaptive Reuse Opportunity Grant Program. **GRANTEE** further agrees to pay for or reimburse the **GRANTOR** and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action directly or indirectly connected with the Adaptive Reuse Opportunity Grant Program, including those incurred on appeal. **GRANTOR** shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

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

**WITNESSES:**

**COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF NEW SMYRNA BEACH**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**BY:** \_\_\_\_\_  
**FRED E. CLEVELAND**, Mayor and Chairman

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_  
**KEVIN COWPER**, City Manager

**STATE OF FLORIDA  
COUNTY OF VOLUSIA**

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

\_\_\_\_\_  
**NOTARY PUBLIC**  
Notary Seal

Wayne Gonzalez

**WITNESSES:**

Angela C. Morse  
Print Name: Angela C. Morse

BY: [Signature]  
Signature

Austin Browder  
Print Name: Austin Browder

ATTEST: [Signature]

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of MAY, 2025, by CONTACT NAME, TITLE, COMPANY NAME. He is personally known to me or has produced \_\_\_\_\_ as identification.

KAC

NOTARY PUBLIC

Notary Seal



**Prepared By and Return To:**  
**Carrie Avallone**  
**City Attorney**  
**City of New Smyrna Beach**  
**210 Sams Avenue**  
**New Smyrna Beach, FL 32168**

**DECLARATION OF RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** (the “Declaration”), is made this \_\_\_ day of \_\_\_\_\_, 2025, by **WAYNE GONZALEZ**, property owner of 622 Canal Street, New Smyrna Beach, Florida, 32168, whose mailing address is 1417 Deirdre Drive, Ruskin, Florida, (“Owner”), in favor of the City of New Smyrna Beach, a municipal corporation in the State of Florida (“City”).

**RECITALS**

**WHEREAS**, Declarant is the record titled holder and fee simple owner of a certain property located at 622 Canal Street, in the City of New Smyrna Beach, Florida, Parcel ID Number 744130040110, more particular described as LOT 11 BLK 1 BILLVILLE NEW SMYRNA PER OR 4034 PG 4223 PER OR 7339 PG 0703 PER OR 7409 PG 3945 (“Property”); and

**WHEREAS**, Declarant received a CRA Adaptive Reuse Opportunity Grant from the Community Redevelopment Agency of the City of New Smyrna Beach in accordance with Florida Statute Chapter 163, Part III, to redevelop the property; and

**WHEREAS**, Declarant intends to redevelop the Property as a small space business incubator; and

**WHEREAS**, as consideration for the grant, Declarant has agreed to place restrictive covenants on the Property to prohibit certain other uses on the property,

**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 the use. The following uses, as defined by the City Land Development Regulations, are hereby prohibited on the Property:

- Pawn Shop
- Motels
- Boat, Motor and Boat Trailer Sales and/or Service
- Car Rental and/or Leasing
- Automobile Sales

Automobile Wrecking  
Service station B  
Recreational Vehicle Sales  
Trailer Sales (New or Used)  
All sales, leasing or renting of any vehicles with two wheels or more

3. Duration. The restrictive covenants set forth herein shall run with and bind the Property, Declarant and its successors and assigned in the interest to the Property in Perpetuity, unless released by the City Commission of the City of New Smyrna Beach.

4. Enforcement. An action to enforce the terms and conditions of this Declaration may be brought by the City and may be by action at law or in equity against any party or person violating or attempting to violate any covenants of this Declaration, either to restrain violations or to recover damages. This enforcement provision shall be in addition to any other remedies available under the law. Any failure of the City to enforce this restrictive covenant shall not be deemed a waiver of the right to do so thereafter. Venue for purposes of any claim, action, litigation or proceeding under this Declaration shall be Volusia County, Florida.

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 Record of Volusia County, by the Declarant. The Declarant shall furnish a copy of the recorded Declaration to the Clerk of New Smyrna Beach within thirty (30) days of recordation.

**[signature page to follow]**

IN WITNESS WHEREOF, Declarant has caused these presents to be executed as of the date and year written above.

Signed, sealed and delivered  
In our presence as witnesses:

\_\_\_\_\_  
Signature Property Owner/ Company Name Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name By: \_\_\_\_\_ Date: \_\_\_\_\_  
Officer/ Manager

Witness  
\_\_\_\_\_  
Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ (Officer / Manager full Name) \_\_\_\_\_ (title), of \_\_\_\_\_ of the (company name) \_\_\_\_\_, of (address) \_\_\_\_\_, New Smyrna Beach, Florida \_\_\_\_\_. He / She personally appeared before me, is personally known to me, or produced as identification.

(Notary Seal)

\_\_\_\_\_  
Name:  
Notary Public, State of Florida  
My Commission Expires: