



## **CITY OF NEW SMYRNA BEACH CITY COMMISSION REGULAR MEETING AGENDA**

**TUESDAY, APRIL 9, 2013 – 6:30 P.M.**

**CITY COMMISSION CHAMBER, CITY HALL,  
210 SAMS AVENUE, NEW SMYRNA BEACH, FLORIDA**

**I. Call to Order/Roll Call:**

**II. Invocation/Pledge of Allegiance:**

Police Department Chaplain William Chegwin will be present and give the invocation.

**III. Approval of the Agenda:**

**IV. Announcements/Presentations/Recognition:**

- A. 2013 Lipton Cup Regatta – an overview of the Lipton Cup Regatta planned activities for April 12, 13 and 14, 2013, by David Smith, representing the Smyrna Yacht Club.
- B. Feasibility Study/Volusia County Multi-Use Trail, Phase II – Presentation by staff of the findings and recommendations of the recently completed Feasibility Study regarding Phase II of Volusia County Multi-Use Trail.

**V. Mayor and Commission Reports:**

**VI. Consent Agenda (Approval of Minutes/Routine Resolutions):**

- A. Resolution No. 16-13/TPO Reapportionment – Adopt a resolution supporting the Planning Area Boundary adjustment and Membership Reapportionment Plan to expand the Metropolitan Planning Area Boundary and to reapportion the voting membership of the Volusia Transportation Planning Organization.
- B. Resolution No. 17-13/Military Family and Community Covenant Day – Adopt a resolution proclaiming April 17, 2013 as Military Family and Community Covenant Day.
- C. Police Motorcycle Lease – Approve entering into a lease agreement with Bruce Rossmeyer's New Smyrna Harley Davidson, for a period of two years commencing May 1, 2013, and at a cost of \$400 monthly per motorcycle.
- D. Washington Street Streetscape Project/Request for Time Extension – Approve staff's recommendation to grant a ten-day extension to the required completion date for the Washington Street Streetscape Project, due to unforeseen utilities delays. There is no fiscal impact.

- Moving of Bid/Mary Avenue Tot Lot – Approve the award of bid for the Mary Avenue Tot Lot Project to A.G. Pifer Construction Company, Inc., for buildings and concrete work, in the amount of \$65,805; and, Jim’s Fencing, for installation of 4-foot white vinyl picket fencing, in the amount of \$6,400. Staff continues to accept bids for playground equipment.
- F. Request for Proposal to Lease City Property/450 3rd Avenue – Approve staff’s recommendation to issue a “Request for Proposal” for the lease of City-owned property at 450 3rd Avenue, the undeveloped portion of the beachside fire station).
- G. Amendment to the Opportunity Site Grant Agreement/Canal Street Center – Consider approval of staff’s recommended amendment to the Opportunity Site Grant Agreement for Canal Street Center, the former Badcock Furniture Store. The proposed amendments would outline two phases for expenditure reimbursements with the first phase being prior to April 1, 2013, and the second phase being from April 1, 2013.
- H. Special Events – Approve the following special events as recommended by the Special Events Committee:
1. “Waves of Grace” Film Production – Grant permission to utilize several venues in the City for the filming of a feature length film, entitled “Waves of Grace”, intended for future commercial release by the company C. Joy Productions. The period of filming is April 11 through May 10, 2013. Also approve the closure of Flagler Avenue from South Cooper Street to South Atlantic Avenue on Monday, April 15, 2013, from 6 am to 6 pm.
  2. 5th Annual New Smyrna Beach Food Festival – Approve the conduct of the 5th Annual New Smyrna Beach Food Festival on Thursday, April 18, 2013 from 5 to 9 pm, as hosted by the Merchants of Flagler Hospitality Group. Also approve the closure of Flagler Avenue from Pine Street to South Atlantic Avenue from 3 to 10 pm, the day of the event.
  3. 6th Annual New Smyrna Beach Shrimp and Seafood Festival – Approve the conduct of the 6th Annual New Smyrna Beach Shrimp and Seafood Festival on Thursday, August 15, 2013 from 5 to 9 pm, as hosted by the Merchants of Flagler Hospitality Group. Also approve the closure of Flagler Avenue from Pine Street to South Atlantic Avenue from 3 to 10 pm, the day of the event.
  4. Founder’s Day Celebration – Approve the conduct of the Founder’s Day Celebration on Friday and Saturday, November 1 and 2, 2013 from 6 to 10 pm on Friday and 8 am to 4 pm Saturday, as hosted by the Southeast Volusia Historical Society. Also approve the closure of Sam’s Avenue and Julia Street from Riverside Drive to Sams Avenue from 8 am to 5 pm on Saturday, November 2, 2013.

**VII. Ordinances – Second Reading and Public Hearings:**

- A. Ordinance No. 29-13/ New Smyrna Harbor Marina PUD Master Development Agreement and Conceptual Development Plan – Conduct the second reading and public hearing of an ordinance, which if adopted, would rezone approximately 4 acres generally located south of the North Causeway, east of Boatyard Street and west of Marina Bay Drive, from a Commercial Marina (CM) to a Planned Unit Development (PUD) zoning district, and approving the New Smyrna Harbor Marina PUD Master Development Agreement and Conceptual Development Plan. At its meeting held March 4, 2013, the Planning and Zoning Board, acting as Local Planning Agency, unanimously recommended adoption of the proposed ordinance, with conditions. **At its regular meeting March 26, 2013, the City Commission unanimously approved this ordinance on first reading, as moved by Vice Mayor Grasty and seconded by Commissioner Reiker.**

Regular Meeting April 30-2013  
**Ordinance April 30-2013/3403 South Atlantic Avenue/HJH, LLC** – Conduct the second reading and public hearing of an ordinance, which if adopted, would rezone approximately 1 acre located at 3403 South Atlantic Avenue from Ocean Commercial with a maximum building height of four stories (B-4(4)) to Ocean Commercial with a maximum building height of eight stories (B-4 (8)). At its meeting held March 4, 2013, the Planning and Zoning Board, acting as Local Planning Agency, unanimously recommended adoption of the proposed ordinance. **At its regular meeting March 26, 2013, the City Commission unanimously approved this ordinance on first reading, as moved by Vice Mayor Grasty and seconded by Commissioner Jones.**

- C. **Ordinance No. 31-13/CCSL Relocation/903 Lazy Sago Lane** – Conduct the first of two required public hearings of an ordinance, which if adopted, would amend the *Land Development Regulations* regarding development seaward of the City’s Coastal Construction Setback Line (CCSL), by moving the line eastward toward the ocean for property located at 903 Lazy Sago Lane, east of 903 South Atlantic Avenue. At its meeting held March 4, 2013, the Planning and Zoning Board, acting as Local Planning Agency, unanimously recommended adoption of the proposed ordinance. If approved, the second and final of two required public hearings will be conducted at the regular meeting on April 23, 2013.

### **VIII. Public Participation:**

*In accordance with Resolution No. 43-10, a three-minute limitation will be imposed unless otherwise granted by the City Commission.*

### **IX. Ordinances – First Reading:**

- A. **Ordinance No. 32-13/CRA Plan Amendment** – Conduct the first reading of an ordinance, which if adopted, would amend and modify the City’s Community Redevelopment Plan to incorporate amendments to the January 2010 Community Redevelopment Agency Master Plan Update.
- B. **Ordinance No. 36-13/Interlocal Service Boundary Agreement with Volusia County** – Conduct the first reading of an ordinance, which if adopted, would enter into an Interlocal Service Boundary Agreement with Volusia County.

### **X. Administrative Items/New Business:**

- A. **Citizen Survey – 2013** – Consider approval of staff’s recommendation to enter into a contract with the University of Central Florida Institute for Social and Behavioral Sciences, in order to conduct a Citizen’s Survey of City Services for 2013, at the approximate cost of \$10,112.
- B. **Discussion/Pioneer Trail-Interstate 95 Interchange** – Discuss staff’s recommended support of the inclusion of the Interstate 95 interchange at Pioneer Trail as an unfunded project on the Volusia County Transportation Planning Organization 2035 Long Range Transportation Plan.

### **XI. Boards and Commissions:**

### **XII. City Manager’s Report:**

- **Municipal Airport Tower Update**

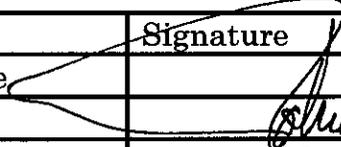
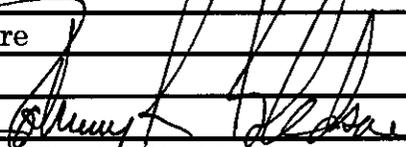
### **XIII. City Clerk’s Report:**

### **XIV. City Attorney’s Report:**

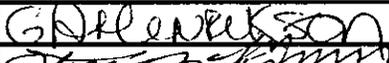
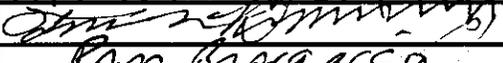
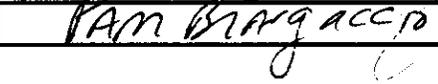
### **XV. Adjournment:**

*Pursuant to Florida Statutes 286.0150, if an individual decides to appeal any decision made by the City Commission 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) 424-2112, prior to the meeting.*

<b>Department Making Request:</b>	City Clerk	
<b>Meeting Date:</b>	April 9, 2013	
<b>Action Item Title:</b>	Overview of 2013 Lipton Cup Regatta Activities	
<b>Agenda Section:</b>	Announcements/Presentations/Recognition	
<b>Summary Explanation and Background:</b>		
<p>For 2013 Smyrna Yacht Club presents a bigger and better Lipton Cup Regatta. Fun loving sailors should reserve April 12<sup>th</sup>, 13<sup>th</sup> and 14<sup>th</sup>. There will be two races on Saturday located just off the beach at the end of Flagler Avenue, with a final race on Sunday. This is the one sailing event in the southeastern United States where you have a chance to have your name engraved for posterity on a historic Lipton Cup Trophy. Most sailors know about the America's Cup and the several America's Cup challenges by Sir Thomas Lipton. They also know that he donated trophies in a number of locations around the world with the intent of promoting the sport of sailing. Such a historic trophy sits in the trophy case at Smyrna Yacht Club. April 12 through 14 will be the tenth consecutive Lipton Cup Regatta since its revival in 2004 and there is a place on the trophy base for you and the name of your boat, if you can compete and win. The competition will be strong, but the reward is priceless.</p> <p>Thanks to sponsors, Smyrna Yacht Club announces that West Marine gift certificates will be awarded to trophy winners in each of the three Divisions, (Spinnaker Non-Spinnaker, and Cruising) receive the following awards:</p> <p><u>1st Place - \$150 Gift Certificate – 2nd Place-\$100 Gift Certificate – 3rd Place-\$ 50 Gift Certificate</u></p> <p><u>Smyrna Yacht Club representative David Smith wishes to give a brief presentation to outline the event.</u></p>		
<b>Recommended Action/Motion:</b> No action requested		
<b>Funding Analysis:</b> Not Applicable as there is no fiscal impact		
<b>Exhibits Attached:</b> None		
<b>Reviewed By:</b>	<b>Name</b>	<b>Signature</b>
Department Director:	Johnny R. Bledsoe	
	City Clerk	
Finance Director	Althea Philord	Not Applicable
City Attorney	Frank B. Gummey, III	Not Applicable
City Manager	Pamela Brangaccio	Not Applicable
<b>Commission Action:</b>		

Regular Meeting - April 9, **AGENDA ITEM SUMMARY**

<b>Department Making Request:</b> Planning and Engineering		
<b>Meeting Date:</b> 1 <sup>st</sup> Reading: 4/9/13                      2 <sup>nd</sup> Reading: N/A		
<b>Action Item Title:</b> MULTI-USE TRAIL, PHASE 2 PRESENTATION		
<b>Agenda Section:</b> Presentation <u>  X  </u> Consent <u>      </u> Public Hearing <u>  X  </u> Special Items <u>      </u>		
<p><b>Summary Explanation and Background:</b> In April 2011, the City Commission authorized staff to submit a grant application to the Volusia County Transportation Planning Organization (TPO) for funding for a feasibility study for Phase 2 of the Multi-Use Trail. FDOT funding became available in FY 12/13 and the study was completed in March 2013. Staff will be presenting the findings and recommendations of the study to the City Commission on April 9<sup>th</sup>, to discuss with the Commission. The purpose of the presentation is to familiarize City Commissioners with the results of the feasibility study and to prioritize future segments of the trail for grant application and construction purposes.</p>		
<b>Recommended Action/Motion:</b> Rank trail segments for future funding, grant applications and construction.		
<b>Funding Analysis:</b> Budgeted <u>  N/A  </u> If not budgeted, recommended funding account:		
<b>Exhibits Attached:</b> CD with completed feasibility study and supporting attachments.		
<b>Reviewed By:</b>	<b>Name</b>	<b>Signature</b>
Department Director:	Gail Henrikson	
City Attorney	Frank Gumme	
City Manager	Pam Brangaccio	
<b>Commission Action:</b>		

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# VOLUSIA TRANSPORTATION PLANNING ORGANIZATION FEASIBILITY STUDY

City of New Smyrna Beach, Florida Project:  
Multi-Use Trail, Phase 2 Bicycle/Pedestrian Facility

GAI Project No. A091305.04



Prepared for:  
Volusia Transportation Planning Organization

December, 2012

**FINAL**  
**02-07-13**



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City of New Smyrna Beach, Florida  
Volusia Transportation Planning Organization  
Review & Feasibility Study

## Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study

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### 3. Appendices

- Appendix A FDOT Correspondence Re: Trail Bridge Over I-95
- Appendix B City of New Smyrna Beach Coordination Meeting Sign-In Sheet
- Appendix C Volusia County Correspondence Re: Turnbull Bay Rd Realignment
- Appendix D Volusia Council Agenda Item R/W Purchase Agreements for Parcels in Pioneer Trail at Turnbull Bay Road
- Appendix E UCNSB Utility Data
- Appendix F FDOT & LAP Coordination Meeting Sign-In Sheet
- Appendix G South Williamson Blvd. Extension Plans Relevant Sheets
- Appendix H ROW Public Purpose Airspace Agreement Lease Process
- Appendix I Interstate Airspace Agreement
- Appendix J Volusia TPO 2011 Application for XU Bicycle/Pedestrian Projects
- Appendix K FDOT Long Range Estimate (LRE) Reports
- Appendix L Engineer's Opinion of Probable Construction Cost

## Executive Summary

The City of New Smyrna Beach has proposed an addition to their trail system on the west side of the city. This proposed trail will create a series of loops starting near the intersection of Lytle Ave and Canal Street heading west to Airport Rd. It connects to an existing bike path through Venetian Bay and starts again on Pioneer Trail returning eastward to connect to west end of the Phase One trail project. It continues south on Sugar Mill Drive to complete a loop. The third loop is from SR 44 along the Utilities Commission driveway to the utility easement then east to Sugar Mill Drive. The concept provided by the City shows a typical 12' wide path section within the R/W of the adjacent roads, and within a portion of the utility easement owned by the New Smyrna Beach Utilities Commission.

R/W determination and acquisition are two major factors impacting the development of this project. The eastern section (Section A-1) is primarily a developed urban corridor with limited available space on the north SR 44/Canal Street R/W. Additional R/W is required in several locations to accommodate the desired 12' path. We show a 10' wide path in some areas to avoid R/W acquisition. The R/W along Pioneer Trail is "prescriptive". The establishment of a permanent R/W limit is required from the center line of the existing roadway to the south and west of the existing roadway. Future development can require this R/W be given to the City but currently acquisition is required to build this portion of the trail.

The crossings of I-95 at the three proposed locations are also impacting factors. The "at-grade" crossing at SR 44 and I-95 has safety concerns related to the interaction of trail users and the roadway traveling public. The two proposed bridge sections, at Pioneer Trail and just north of the SR 44 interchange in the utility corridor have other issues that make them challenging. The existing Pioneer Trail roadway bridge is more than 40 years old and its current configuration does not provide for the addition of the desired trail crossing. The roadway grade is not compliant with the path criteria, making the design and construction of a separate bridge a better option than matching the roadway approach. The proposed bridge just north of SR 44 has both overhead and underground utility conflicts that will need to be addressed. An easement modification is required because it currently restricts any structure to be built within in the 35' easement. This language was developed because of the proximity to the transmission lines in the adjacent 100' R/W; therefore it was assumed no structures would be allowed within the 100' R/W as well. Air Space permitting and utility coordination will be critical for the proposed crossings. Both of these proposed bridges will have to be coordinated with the widening of I-95 and approved by the FDOT. A pier will be needed in FDOT R/W between the north and south lanes but the abutments will be outside FDOT R/W.

The probable construction cost for the overall trail concept shown in this report address only the construction related elements. The costs for R/W and/or easement acquisition are not accounted for within these costs. Additionally, permitting and mitigation costs are not included and other environmental impacts have not been finalized. As the project moves beyond the study phase, the Local Agency Program Right of Way Acquisition Worksheet, the Donation of Property form and Right of Entry Agreement will required and are provided in Exhibit 12.

Portions of the proposed trail can be constructed where R/W is available. It is recommended that the construction of these segments be prioritized based on construction cost and location. The location selection would consider the fragmentation of the trail's connectivity and the time frame between the construction of the adjoining segments.

## Introduction

Phase 2 of the New Smyrna Beach Multi-Use Trail project is located on the west side of town primarily north of SR-44/Canal Street. Refer to the Vicinity Map (*Exhibit 1*), for graphic layout on current aerial imagery. This exhibit shows the proposed Phase 2 project to reflect connectivity and compliance with the trails master plan. Currently widening I-95 northbound SR 44 is not programmed but for the purposes of this report we are to assume it will be widened to the inside similar to southern sections. Also, there are plans to restripe SR 44 to add a 4' bike lane within the limits of our project. Currently there are no plans to replace the bridge at Pioneer Trail.

The concept provided in the City's application package proposed a 12' wide concrete trail is divided into three primary sections A\*, B\*, C\*, as described below. These primary sections have been divided into subsections A-1, A-2, A-3, B-1, B-2, B-3, C-1, C-2, and C-3 to for clarity and potential phasing of the trail design/construction. The subsections are segmented into typical sections for study and cost purposes. The primary sections and the subsections are designated on the concept plan as (*Exhibit 5A - 5I*). The following narrative identifies each of the primary sections of the project. The subsections and cross-sections are addressed in **Project Description** section of this report.

*\*Section A* - SR 44 from Airport Rd. east to connect with the eastern portion of the Phase 1 trail slated for construction in 2013. A portion of this section includes a leg along Sugar Mill Drive for the intersection at SR 44 continuing north to the west end of the Phase 1 Trail at Cemetery Road slated for construction in 2013 continuing to the Isles of Sugar Mill development in the western R/W.

*\*Section B* - Pioneer Trail (CR 4118) from the existing trail located on the north property line of the Venetian Bay development continuing east to Sugar Mill Drive located within the southern R/W.

*\*Section C* - Utility Easement Corridor from SR 44 north turning east then continuing east over I-95 to the intersection at Sugar Mill Drive north of the 100' power line R/W located within the 35' Utility Easement owned by the Utility Commission.

The future Land Uses in general of properties adjacent to the trail are as follows (*Refer to Exhibits 2 & 3*). Future Land Uses designations are established by the City of New Smyrna Beach, except in unincorporated areas of Volusia County (VC), in which case Volusia County FLU designations are used:

*Section A:* Commercial, Public Grounds and Buildings, Urban Medium Intensity (VC), Recreation, SR 44 PUD, Urban Low Intensity (VC), Office (VC), Tourist Commercial (VC), Activity Center, Low Density Residential, and Urban Medium Intensity (VC).

*Section B:* Agricultural, Sustainable Community Development, Conservation, Rural (VC), Urban Low Intensity (VC), and Low Density Residential.

*Section C:* Activity Center, Agricultural, Tourist Commercial (VC), and Urban Medium Intensity (VC).

The posted speed limits of the roadways adjacent to the proposed trail vary depending on the nature of the area. In the rural areas speed are higher, and these are reduced as the roadway

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turns to an urban area. The adjacent roadways and their posted speed limits are as follows:

*Section A:* SR 44/ Canal Street/Sugar Mill - 55 / 45 / 45mph

*Section B:* Pioneer Trail – 45 / 35 mph

*Section C:* Utility Easement Corridor - N/A

### Project Purpose and Scope

The purpose of this study is to: review the project application / proposal, conceptual trail routing and the existing site conditions within the project site to evaluate whether the proposed funding is sufficient to complete the project, to identify the conceptual project scope; to evaluate the constructability of the project; to identify issues that could adversely impact the project; and to assess whether the project meets its intended purpose. Representatives from GAI Consultants, Inc. conducted site visits in November 2012 to review the project site, collect photographic documentation, evaluate the existing site conditions, and meet with City of New Smyrna Beach and Volusia County staff.

### Project Descriptions

The New Smyrna Beach Multi-Use Trail Phase 2 is an approximately 11.16 mile planned trail located north of SR 44 on the east and west side of I-95, bounded on the north by Pioneer Trail. This proposed phase connects to the currently funded Phase 1 Multi-Use Trail programmed for constructed in 2013. **Section A** of this phase provides trail access from Venetian Bay on the west end crossing at grade at the I-95 interchange, continuing east to the intersection of Lytle Ave and Canal Street along SR 44, where it will connect with the eastern portion of Phase 1. All work within this section of the proposed trail will be located in existing FDOT R/W, and supplemented with additional R/W purchased by the City on the eastern end.

Location	Proposed Trail width	Additional apparent row
A-1.2	10'	2'
A-1.5	10'	4'

Section A also has a leg that starts at intersection of SR 44 and Sugar Mill Drive that continues north to the terminus of an existing trail section constructed by a private developer, and the western end of the Phase 1 Trail.

**Section B** of this phase starts at the east terminus of the trail section constructed by the Venetian Bay developer, and continues to Sugar Mill Drive and then south to the northern terminus of the existing developer constructed trail. The design of this section will have to be coordinated with the proposed re-alignment of Pioneer Trail at the intersection of Turnbull Bay Road. R/W acquisition approx. 15' for a 12' wide trail is required to add trail along this Volusia County improvement project. See exhibit 5B this section includes a bridge spanning above I-95 adjacent to the existing Pioneer Trail roadway bridge, requiring coordination with the FDOT I-95 widening plans.

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**Section C** is the rural portion of the planned trail phase. This section starts at the intersection of SR 44 and Utility Commission driveway heading north within the apparent right of way turning east along the 35' utility easement to the I-95 R/W. The trail spans I-95 with a new pedestrian rated bridge landing on the east side of I-95, then continuing at grade east to the intersection with Sugar Mill Drive and connecting with the western end of the Phase 1 trail at Cemetery Road.

### Permitting

There are a number of permits required as part of the development and design of this proposed trail phase. Each of the jurisdictional agencies is listed below with a brief description.

FDOT	Airspace Agreement
FDEP	NPDES permit required during construction. Project exceeds the 1 acre criteria for an exemption.
New Smyrna Beach	Construction permits.
New Smyrna Beach Utilities Commission	None per November 29, 2012 mtg.
SJRWMD	Recreational trails with no motor vehicles allowed are exempt from water quality permitting requirements. Minimal wetlands impacts (less than 0.1 acre) can be exempt. Impacts greater than 0.1 acre require an ERP and potential mitigation.
USACOE	Permits are required for fill of wetlands within waters of the United States that are 0.1 acre or greater. Impacts greater than 0.5 acres will trigger a standard permit with public noticing requirements. Boardwalks over wetlands do not require permits. The overall impact of this project exceeds the permit threshold requiring permitting and mitigation. The costs for this are not included in the construction estimate. Mitigation credits can be purchased for a ball park cost of either \$50,000.00 per credit or \$100,000.00 per acre impacted.
Volusia County	Right of Way Use Permit required for any work in the county R/W. Construction Permits. The City of New Smyrna Beach will not be charged application fees. Inspection fees do apply but not for surface work.

## Project Cost Summary

### A. City of New Smyrna Beach (City)

The City submitted an **XU Application for Bicycle / Pedestrian Project** to the VTPO in 2011. This application identified the conceptual trail routing and supporting documentation for the trail function and service level need. The application did not provide a cost proposal for this work. The XU Application indicates that the City will provide local matching funds, while the VTPO would provide the majority of the funds, in the form of Florida Department of Transportation (FDOT) XU Funds. This proposed project will utilize Federal funds requiring both the VTPO and the City to meet the requirements and standards established by the FHWA.

### B. Engineer's Opinion of Probable Construction Cost

The Engineer's Opinion of Probable Construction Cost is based on a combination of FDOT historical cost and construction cost data generated from the consultant's experience on previous similar projects. The Engineer's Opinion of Probable Construction Cost prepared by GAI Consultants, Inc. indicates a budget of \$12,916,000.00. GAI's Engineer's Opinion of Probable Construction Cost costs includes separate lines item for the FDOT Phase 61, Design, and CEI costs. A detailed breakdown of GAI's projected cost is provided in **Appendix L**.

### C. Long Range Estimate System (LRE)

The LRE System is a proprietary program, maintained by the FDOT, which is based on the most current cost data available from statewide construction projects. The LRE data input and reports were prepared by GAI Consultants, Inc. The LRE System provides four standardized reports, which can be viewed in **Appendix K**. These reports provide several breakouts of the project identifying the associated project costs. LRE-1 and LRE-26 indicate a total construction budget \$11,144,130.00. The LRE Report and the Engineer's Opinion of Probable Construction Cost have different project construction costs. The primary factors creating the discrepancies are related to LRE data being based on the statewide average and the Engineer's Opinion is based on local Volusia County costs.

## Project Concept

The 12' wide multi-use trail will accommodate both cyclists and pedestrians providing several looped segments with a variety of scenic experiences for these users. Many users will travel this route to and from the beach, and to access parks and the downtown corridor of New Smyrna Beach. One of the project goals is to increase safety for its users as well as comply with the overall Master Plan of trail facilities in the area.

### *Section A – SR 44 from Airport Rd. east along Canal Street ending at Phase 1 trail intersection and Sugar Mill Drive Link*

This primary Section has been divided into the following 3 subsections for discussion, concept development and cost estimation. Subsection A-1 is defined as SR 44 from Sugar Mill Drive east along Canal Street to Phase 1 trail intersection. Subsection A-2 is defined as SR 44 from Airport Road east to Sugar Mill Drive. Subsection A-3 is defined as Sugar Mill Drive from SR 44 north to the existing trail section. Each of these subsections

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has been further divided into smaller segments based on the typical cross-section within the proposed corridor. Each of these is detailed as follows:

### **Section A-1: Sugar Mill Drive east to Phase 1 trail intersection**

**Segment A-1.1: The connection with Phase 1 Trail west to the existing pedestrian crosswalk due west of the Lytle Ave/Canal Street Intersection (approximately 630' length) (See Exhibit 6 for Cross Section A-1.1)**

This segment includes the area along Canal Street/SR 44 east of the intersection of Lytle Ave and Canal Streets, to the connection with the Phase 1 Trail slated for 2013 construction. The concept proposes a 12' wide trail designed within the available northern R/W of Canal St. The trail will slope at a maximum cross slope of 2% from the R/W line south towards the roadway. A 2' utility corridor is planned between the apparent right of way line and the back edge of the trail. There will be a new shallow swale between the R/W and the face of the trail. There are four (4) existing commercial driveways in this area, which will require improvements to accommodate the proposed trail. Construction of these driveway improvements will require "right of entry" agreements with the property owners. Clearing and grubbing, grading and sodding for erosion control will be required with the construction of the trail in this section. Advanced warning signs are needed at the crosswalk to improve awareness and to promote safety. ADA compliance for crosswalk grade, traffic marking and signage are required to be provided in the design phase of the project.

**Segment A-1.2: Crosswalk on Canal St. (east of Lytle Ave intersection) west to Eddie Road (approximately 2,270' length) (See Exhibit 6 for Cross Section A-1.2)**

Canal Street/SR 44 from the existing pedestrian crosswalk just east of the intersection of Lytle St. west to Eddie Road, the concept proposes a reduction to a 10' trail. This will allow for construction within the available R/W that includes a 2' utility strip. (Note: Construction of a 12' trail section would require a minimum of 4' of additional R/W. Acquiring 4' of R/W to the north in this area will be adequate for the 12' wide trail and the 2' utility strip along the back edge of the trail.)

No additional drainage improvements are proposed along this curb and gutter roadway section. There are thirteen (13) driveways requiring improvements to accommodate the proposed trail. These will require right of entry agreements with the property owners to accommodate the required improvements. There is an advertisement shelter located in the apparent right of way. Coordination with shelter owner and Votran is required for relocation or removal of this structure. (Note: This transit shelter is located within the Flex Bus Zone. Stop has been proposed for removal by this project.) Relocation of the pedestrian signal pole at the NE corner of Eddie Road is also required as part of the ADA compliance enhancement of the corridor. Relocation of overhead electric poles, telecommunication pedestals and other corridor utilities will need to be addressed in the design phase. These relocations will be to the 2' wide utility strip/easement along the back edge of the trail.

**Segment A-1.3: Eddie Road west to Fran Drive (approximately 400' length) (See Exhibit 6 for Cross Section A-1.3)**

Canal Street / SR 44 from Eddie Road west to Fran Drive, the concept proposes a 12' wide trail designed within the available northern R/W of SR 44. The trail will slope at a maximum cross slope of 2% from the R/W line towards the roadway. No drainage improvements are proposed in

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this curb and gutter roadway section. The existing traffic control cabinet (located at the NW corner of Eddie Road)) will be relocated to the back of the trail in the 2' utility strip to allow a minimum 10' clear path with. There is one (1) commercial driveway connection to be improved. Right of entry agreement is required with property owner to facilitate improvements. Bicycle/Pedestrian railing is required at back edge of the trail in the section where the side slope exceeds 3:1 on the northern edge of the trail. Relocation of OHE poles will also be required in this section.

### ***Segment A-1.4: Fran Drive west to Linda Road (approximately 1,640' length) (See Exhibit 6 for Cross Section A-1.4)***

Canal Street / SR 44 from Fran Drive west to Linda Road, the concept proposes a 10' wide trail with a 2' wide utility strip within the constrained apparent right of way. The trail will slope at a maximum cross slope of 2% from the R/W line towards to the roadway. Modifications to inlet stops, relocation of OHE and other utilities and minor grading are required within this section. The section that crosses the culvert of Turnbull Creek will require bicycle/pedestrian railing for safety.

### ***Segment A-1.5: Linda Road west to Jungle Road (approximately 1,120' length) (See Exhibit 6 for Cross Section A-1.5)***

Canal Street / SR 44 from Linda Road west to Jungle Road, the concept proposes a 10' wide trail in the constrained apparent right of way. This entire section will require the acquisition of a minimum 4' of R/W to the north of the existing R/W line.

NOTE: The concept and probable construction costs make the assumption that the R/W is available. Items on the proposed R/W taking property are not included in this study. They are considered part of the process and cost of taking/cure related to the acquiring R/W. Items to be considered in the R/W take of this section are the Citgo pylon sign, and their storm inlet along the existing R/W line.

No drainage improvements are proposed in this curb and gutter portion. There are four (4) driveways which require improvement to accommodate the trail. Right of entry agreements with property owners will be required to facilitate these improvements. Relocation of overhead electric utilities will be required. The 2' wide utility strip along the north edge of the trail will accommodate the required relocations.

### ***Segment A-1.6: Jungle Road west to Sugar Mill Drive (approximately 7,240' length) (See Exhibit 6 for Cross Section A-1.6)***

Canal Street / SR 44 from Jungle Road west to Sugar Mill Drive, the concept proposes a 12' trail designed within the available apparent right of way. The trail will be located at a 2' offset from the north R/W line. This location provides further screening and safety offset distance for trail users from the SR 44 vehicular travel lanes. Drainage improvements to the existing swale system are not required to accommodate the trail section. A 2' wide utility strip will be provided between the trail and the northern R/W for future utility routing.

### ***Segment A-2.1: Sugar Mill Drive west to I-95 North On Ramp (approximately 2,320' length) (See Exhibit 6 for Cross Section A-2.1)***

On SR 44 from Sugar Mill Drive west to the I-95 north on-ramp, the concept proposes a 12' trail

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within adequate available apparent right of way. The trail will be located near the north R/W, at a 2' offset, to provide screening and safety offset distances for trail users from the SR 44 vehicular travel lanes. Drainage improvements are required in this area to accommodate the trail crossing of the storm swale along the east side of the north ramp. Improvements include culvert piping, with mitered end sections, and bicycle /pedestrian railing for safety. There is no swale to pipe in this subsection. No utilities are required to be adjusted. A median cut is required at the Sugar Mill Drive crosswalk. This median cut will require minor asphalt work and type "D" concrete curbing. Typical trail crossing details, with stop signs, striping, mile marker post and landscaped median within the trail should be designed at this location.

### **Segment A-2.2: I-95 North On Ramp to South Off Ramp (approximately 950' length) (See Exhibit 6 for Cross Section A-2.2)**

SR 44 on grade and under the I-95 bridges from the northbound on ramp to the southbound off ramp, the concept proposes a 12' trail designed within available apparent right of way. The trail will be typically offset 2' from the I-95 bridge piers. The removal of the misc. asphalt section under the bridge spans will be required to provide the ADA compliant trail cross section. Guard rail between the EOP and the face of trail will need to be coordinated with the FDOT under the bridges. Fencing along the entire northern edge of the trail is required to secure access to the I-95 median section. Fencing will provide a minimum of a 24' double gate to allow for maintenance access to the I-95 median section. Advanced trail crossing signs and trail caution signs will be required at both ramp crossings to alert motorists and trail users of crossings. No drainage improvements or utility adjustments are required in this area.

### **Segment A-2.3: I-95 South Off Ramp to Existing Trail in North SR 44 R/W (approximately 170' length) (See Exhibit 6 for Cross Section A-2.3)**

On SR 44 from the southbound off-ramp of I-95 to the east end of the existing trail at Wal-Mart property, the concept proposes a 12' trail designed within available apparent right of way. The trail will cross an existing swale with culvert piping, mitered end sections and bicycle/pedestrian railing for safety. No utilities are required to be adjusted in this area.

### **Segment A-2.4: Chevron Out Parcel (approximately 260' length) (See Exhibit 6 for Cross Section A-2.4)**

SR 44 from the existing 12' trail section at the east Chevron property line west to the Wal-Mart East driveway, the concept proposes a 12' trail designed within available apparent right of way. Trail will cross one commercial driveway requiring improvements (improvements include detectable warning strips, ramps and grades complying with ADA standards) to the asphalt driveway. All driveway modifications can be accommodated within the apparent right of way. (No need to obtain right of entry agreement) No drainage improvements are required. No utility adjustments are required.

### **Segment A-2.5: Existing Wal-Mart Trail (approximately 620' length)**

SR 44 from east Wal-Mart driveway west to Shopping Road, there is an existing trail section provided by the developer, coordinated with the City. No improvements are proposed for this entire segment.

### **Segment A-2.6: Utility Commission Driveway west to Airport Blvd. (approximately 11,340' length) (See Exhibit 6 for Cross Section A-2.6)**

SR 44 from Utility Commission Driveway west to Airport Rd., the concept proposes a 12' trail designed within available apparent right of way. The trail will be located at a 6' offset from the northern R/W line. There are no proposed drainage improvements or utility relocations required along this section. Trail may deviate slightly to the south where it parallels the Venetian Bay Golf Course cart path. Fencing and a landscape buffer should be provided to discourage users from trying to access the golf course along this trail segment.

**Segment A-3: Sugar Mill Drive north to Gibraltar Drive (approximately 4,020' length) (See Exhibit 6 for Cross Section A-3)**

Sugar Mill Drive from the intersection at SR 44 north to Gibraltar Drive, the concept proposes a 12' trail designed within apparent western R/W. (\*R/W along Sugar Mill Drive is "prescriptive" and will need to be established prior to design of this section.) A 4' wide utility strip will be provided at the west edge of the trail. Drainage improvements will be made to the existing swale between the EOP and the proposed trail. This will consist of grading to provide ADA side slopes adjacent to the trail and to provide the same pre -design swale storm volumes.

**Segment B-1.1: Venetian Bay Trail east to Private Property along Pioneer Trail (approximately 420' length) (See Exhibit 6 for Cross Section B-1.1)**

On Pioneer Trail from the east end of the existing Venetian Bay trail east to the east property line of the adjacent residence, the concept plan proposes a 12' wide trail to be designed within apparent R/W. (\*R/W along Pioneer Trail is "prescriptive" and will need to be established prior to design of this section.) The trail will cross one residential driveway requiring improvements to accommodate the trail. No right of entry agreement will be required to facilitate these required improvements. The existing swale will be piped at the residential driveway utilizing culvert piping and miter end sections. A 2' wide utility strip will be provided along the back edge of the trail.

**Segment B-1.2: Private Property west to I-95 Bridge Approach (approximately 5,980' length) (See Exhibit 6 for Cross Section B.1.2)**

On Pioneer Trail from east residence property line east to the I-95 bridge approach, the concept proposes a 12' wide trail to be designed within apparent R/W. (\*R/W along Pioneer Trail is "prescriptive" and will need to be established prior to design of this section.) The trail crosses two (2) commercial driveways, requiring improvements to accommodate the trail. No right of entry agreements are required to facilitate these improvements. The existing swale will be piped at the driveways, utilizing culvert piping and mitered end sections. A 2' wide utility strip will be provided along the back edge of the trail. Coordination with Volusia County and the City of Port Orange will be required at the future Williamson Blvd. extension that intersects with Pioneer Trail within this section. This concept shows a connection/crosswalk that will require proper alignment with Williamson's facility & unified signal /advance warning for trail crossing.

**Segment B-1.3: West I-95 Bridge Approach east to I-95 Bridge (approximately 820' length) (See Exhibit 6 for Cross Section B-1.3)**

On Pioneer Trail from the west end of the bridge approach east to the I-95 Bridge bent, the concept proposes a 12' wide ADA compliant bridge approach/ramp. This ramped section will be constructed utilizing MSE vertical wall construction with a concrete cap, with fencing on the south side of the trail. All of this design is proposed to occur within the apparent R/W. (\*R/W along Pioneer Trail is "prescriptive" and will need to be established prior to design of this section.) The

proposed trail will be offset 6' from the back of guardrail along the southern edge of the vehicular bridge approach. Fencing will be provided for safety and access control along the northern edge of the trail section. Utility coordination will be required at the west end of the approach to allow access to existing facilities.

***Segment B-2.1: Pioneer Trail Pedestrian Bridge over I-95 (approximately 372' length) (See Exhibit 6 for Cross Section B-2.1)***

Adjacent to the existing Pioneer Trail /I-95 Bridge, the concept proposes a new pedestrian bridge with two span sections and a center pier (located in the center of the I-95 median). Design of the bridge will need to be coordinated with the FDOT for concurrency, compliance and design of the future widening project. The proposed bridge design provides a 14' wide access space enclosed with vinyl clad fencing having a minimum of 14' of vertical clear space above the travel deck. The bridge will span the full R/W of I-95, with the exception of the center pier component.

***Segment B-2.2: I-95 Bridge east to East I-95 Bridge Approach (approximately 650' length) (See Exhibit 6 for Cross Section B-2.2)***

On Pioneer Trail from the east end of the I-95 bridge bent east to the east I-95 approach, the concept proposes a 12' wide ADA compliant bridge approach/ramp. This ramped section will be constructed utilizing MSE vertical wall construction with a concrete cap, with fencing on the south side of the trail. All of this design is proposed to occur within the apparent R/W. (\*R/W along Pioneer Trail is "prescriptive" and will need to be established prior to design of this section.) The proposed trail will be offset 6' from the back of guardrail along the southern edge of the vehicular bridge approach. Fencing will be provided for safety and access control along the northern edge of the trail section. Utility coordination will be required at the west end of the approach to allow access to existing facilities.

***Segment B-2.3: East I-95 Bridge Approach east and southeast to Turnbull Bay Road (approximately 1,120' length) (See Exhibit 6 for Cross Section B-2.3)***

This section parallels the proposed Volusia County alignment improvements at the Turnbull Bay Road intersection. The county is re-aligning the current roadway in this curved section to promote safety and to improve stormwater issues. The study trail concept proposes a 12' wide trail located along the south side of the apparent existing R/W. A minimum of 15' of R/W is required for acquisition in this area. (\*R/W along Pioneer Trail is "prescriptive" and will need to be established prior to design of this section.) Trail will be offset 2' from the new R/W line. Fencing will be required where the trail abuts the county's proposed retention pond. Coordination with Volusia County is required to ensure current plans include provision of a sidewalk or trail to connect with this potential trail project.

The trail at this section will need to consider a future connection along the north side of Turnbull to the Victory Path Trail located northeast of this intersection along Turnbull Bay Road for connectivity and safety considerations. (Refer to *Appendices C and D* for additional information related to the required Volusia County project.)

**Segment B-3: Turnbull Bay Road southeast to Sugar Mill Drive (approximately 8,540' length) (See Exhibit 6 for Cross Section B-3)**

On Pioneer Trail from Turnbull Bay Road east to the Sugar Mill Drive, the concept proposes a 12' wide trail to be designed within apparent R/W. (\*R/W along Pioneer Trail is "prescriptive" and will need to be established prior to design of this section.) The existing swale will be piped and include the addition of ditch bottom inlets, typically spaced at 300' center to center. A 2' wide utility strip will be provided along the south back edge of the trail.

**Segment C-1.1: Utility Commission driveway from SR 44 north to the Utility Facility (approximately 2,280' length) (See Exhibit 6 for Cross Section C-1.1)**

On the Utility Commission driveway from SR 44 north to the Utility Facility, the concept proposes a 12' wide trail to be designed within adequate western apparent right of way. Trail will be offset 2' from the west R/W line and sloped at a maximum cross slope of 2% east towards the roadway. A shallow swale with piping and ditch bottom inlets, at 300' centers, will be provided. Utility coordination will be required along this trail section.

**Segment C-1.2: The Utility Commission row east to the I-95 R/W (approximately 2,200' length) (See Exhibit 6 for Cross Section C-1.2)**

The Utility Commission row east to the I-95 R/W, the concept proposes a 12' wide trail located within the 35' utility corridor easement located adjacent to the north power line R/W. The trail will be offset a maximum of 4' from the north easement line. Cross slope of the trail will comply with the ADA 2% maximum, and it will be sloped to match the existing grade and drainage patterns within this section.

The proposed bridge span across I-95 (Segment C-2) will require design and construction of an ADA bridge approach. The bridge approach will utilize a MSE vertical wall section with concrete caps plus fencing for safety. Current easement language does not allow the construction of structures with the easement. This language will need to be modified in order to facilitate the proposed bridge approach. Utility coordination is required. The final location of the bridge approach would be dependent on the location of utilities that cannot be relocated. Air Space permitting will be required based on the proximity of the OHE lines.

**Segment C-2: I-95 The Utility Commission row from 1.95 R/W West to East I-95 row (approximately 343' length) (See Exhibit 6 for Cross Section C-2)**

The I-95 bridge crossing, the concept proposes a new pedestrian bridge with two span sections and a center pier (located in the center of the I-95 median). Design of the bridge will need to be coordinated with the FDOT for concurrency, compliance and design of the future widening project. The proposed bridge design provides a 14' wide access space enclosed with vinyl clad fencing having a minimum of 14' of vertical clear space above the travel deck. The bridge will span the full R/W of I-95, with the exception of the center pier component. Air Space permitting and 35' utility easement modification are required to be accomplished prior to finalizing the design of the portion of the trail

**Segment C-3: The Utility Commission row from east I-95 R/W east to the intersection at**

***Sugar Mill Drive (approximately 2,900' length) (See Exhibit 6 for Cross Section C-3)***

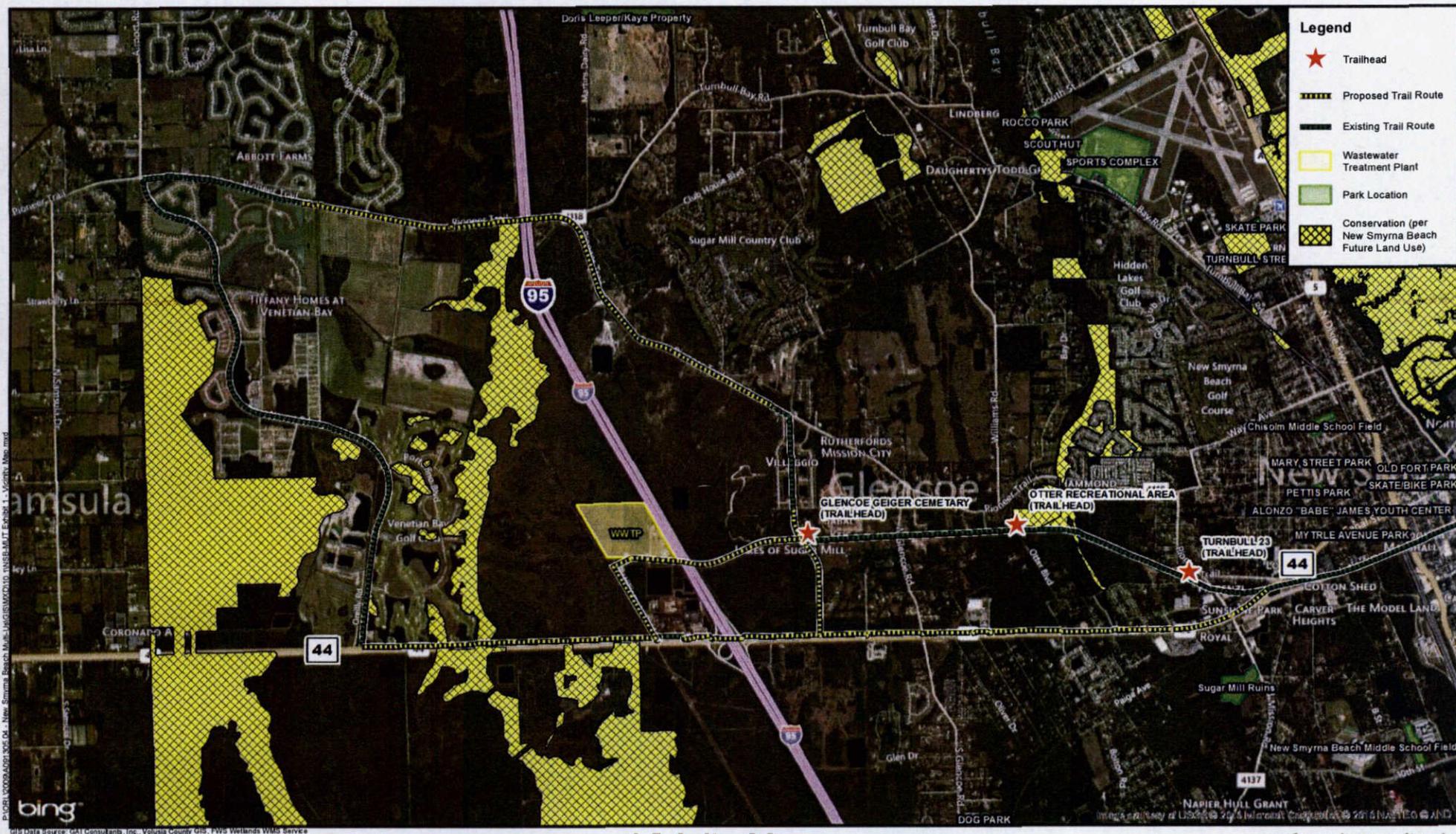
This section of the proposed trail concept is a typical 12' wide scenic section. This section of the trail includes the east I-95 bridge approach. After the bridge approach meets the eastern end at existing grade the trail section can be designed to meander eastward within the existing 35' utility easement. The typical trail cross section would be the 12' trail with a 2' wide sod strip on either side for clear zone and erosion control.

The eastern end of the trail section connects with the proposed Section A-3 of Phase 2, and with the western end of the Phase 1 trail project. Trail crossing signage, mile markers, pavement striping, trail stop signs, advanced trail crossing signage are required to safely connect these three (3) trail sections.

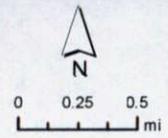
**Design Considerations**

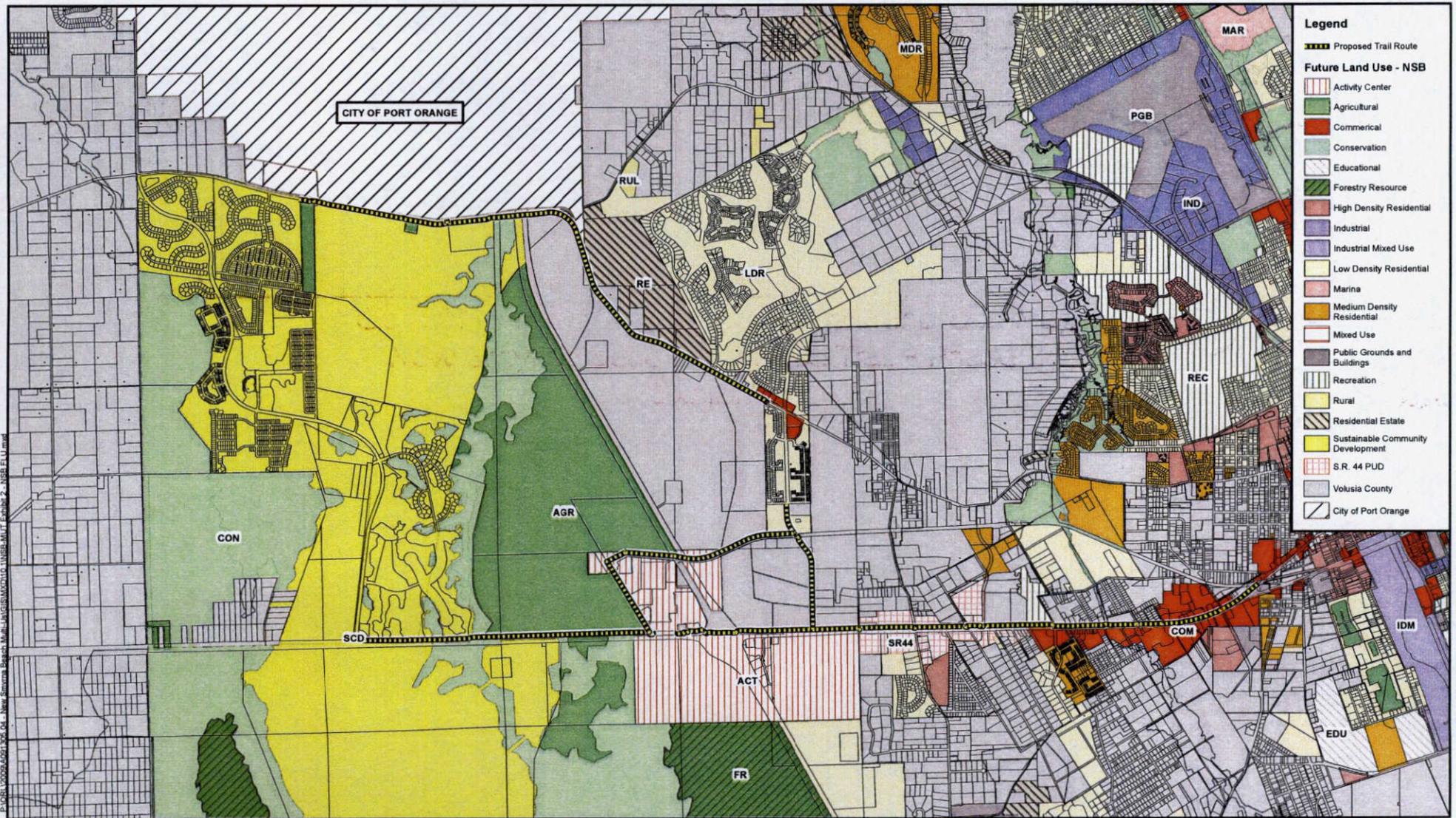
The following items were not identified as part of this study's scope, but they should be considered as the concept and design develops:

1. Connection to Cypress Springs Parkway (trail would cross Pioneer Trail to the community to the north).
2. Provision of a minimum 5' wide sidewalk along SR 44 on south R/W to discourage mid-block crossing to gain trail access and to comply with FDOT sidewalk program on state roads.
3. Connection to sidewalk on west side of Sugar Mill crossing Pioneer Trail.
4. Research alternative bridge designs. The City should consider design-build type project to reduce overall costs and design liability.
5. Design of a scenic overlook at the Turnbull Canal on SR 44.
6. Reduction of trail width to 8' in section A-1.2. This would negate the need to purchase new R/W for the project.
7. Allowances for the design landscape area where R/W is available. Landscaping would provide canopy trees to provide shade along the trail, and other plant materials to provide screening and aesthetic characteristics to the corridor
8. Investigation of the Port Orange future Land Use on north side of Pioneer Trail for trail connections.
9. Connection along Turnbull Bay Road to existing Victory Path Trail. This trail is north of S. Ganga Way.



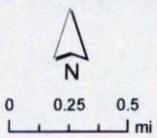
Vicinity Map  
 New Smyrna Beach Multi-Use Trail - Phase 2  
 Exhibit 1

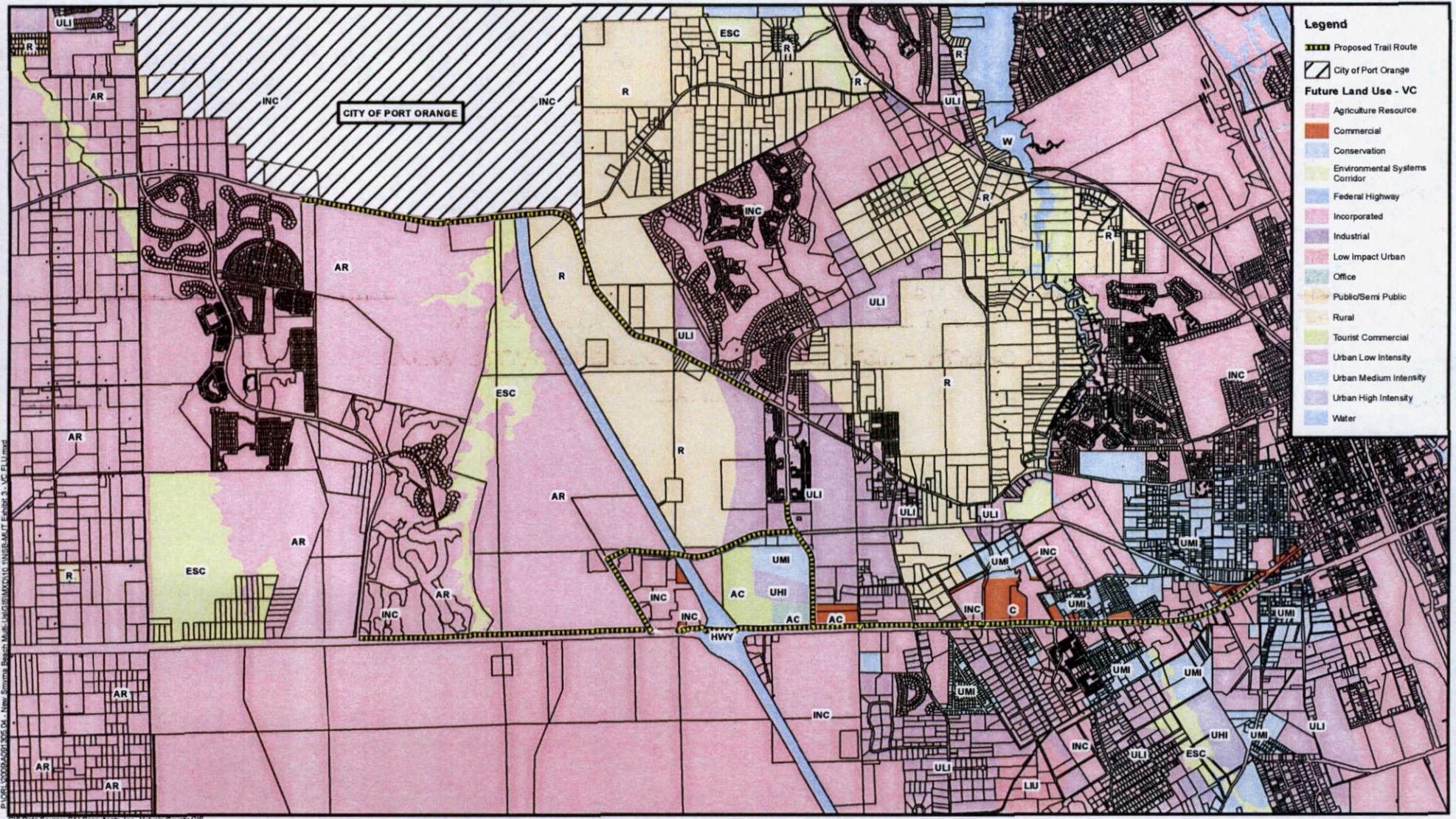




GIS Data Source: GAI Consultants, Inc., Volusia County GIS, City of New Smyrna Beach GIS

**City of New Smyrna Beach Future Land Use Map**  
**New Smyrna Beach Multi-Use Trail - Phase 2**  
**Exhibit 2**

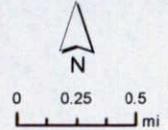


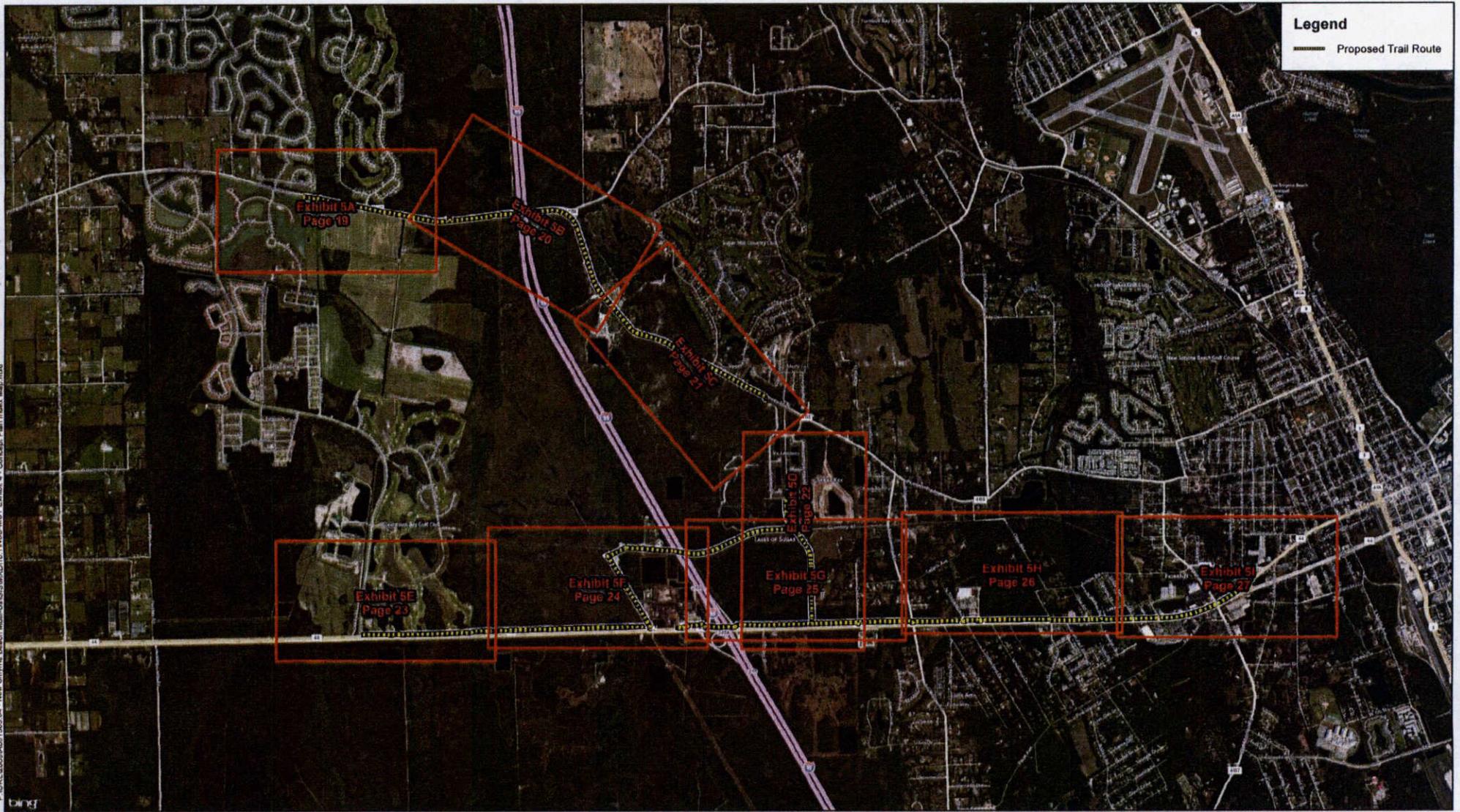


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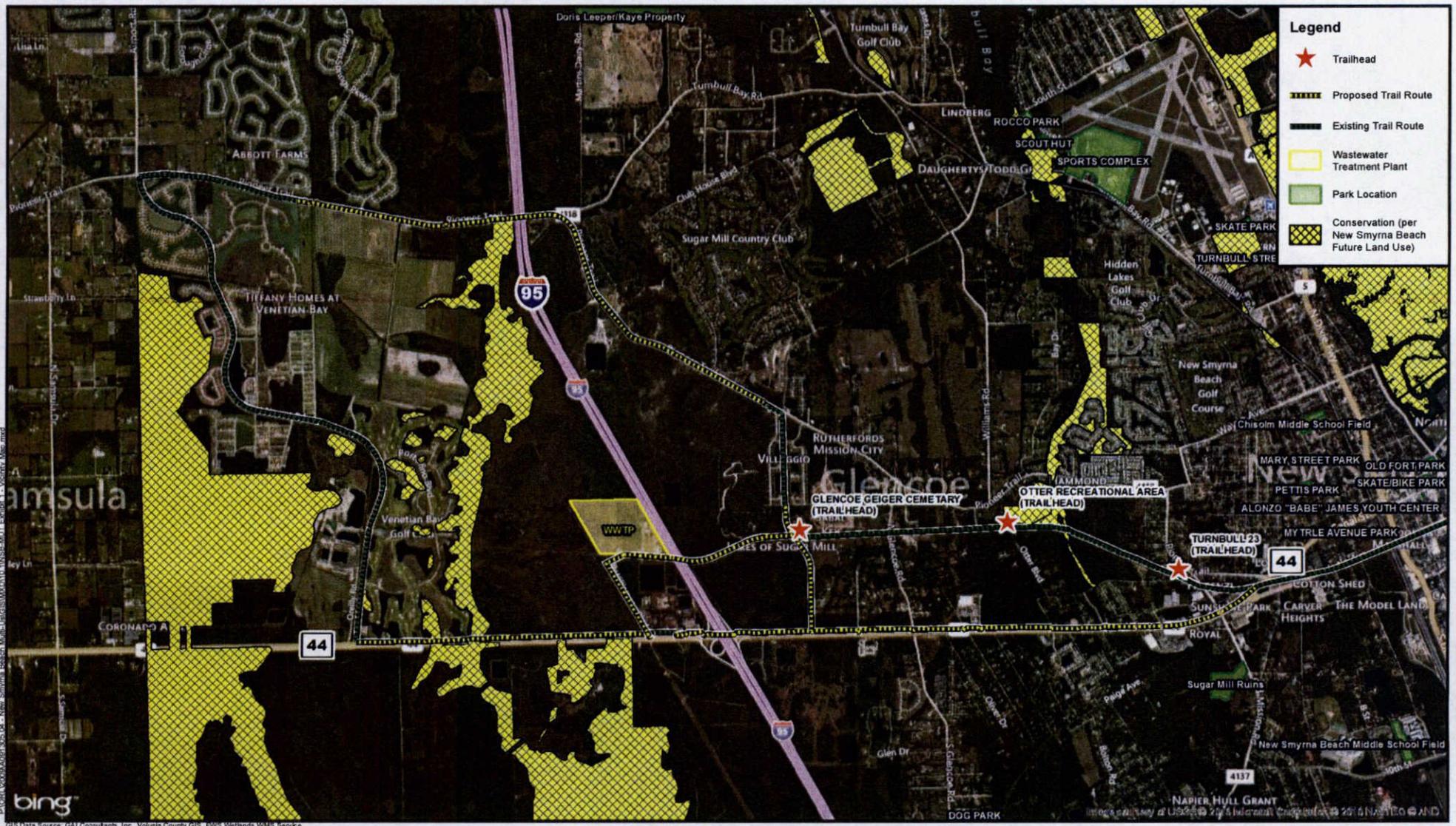
**Volusia County Future Land Use Map**  
**New Smyrna Beach Multi-Use Trail - Phase 2**  
**Exhibit 3**



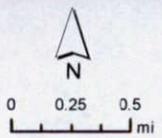


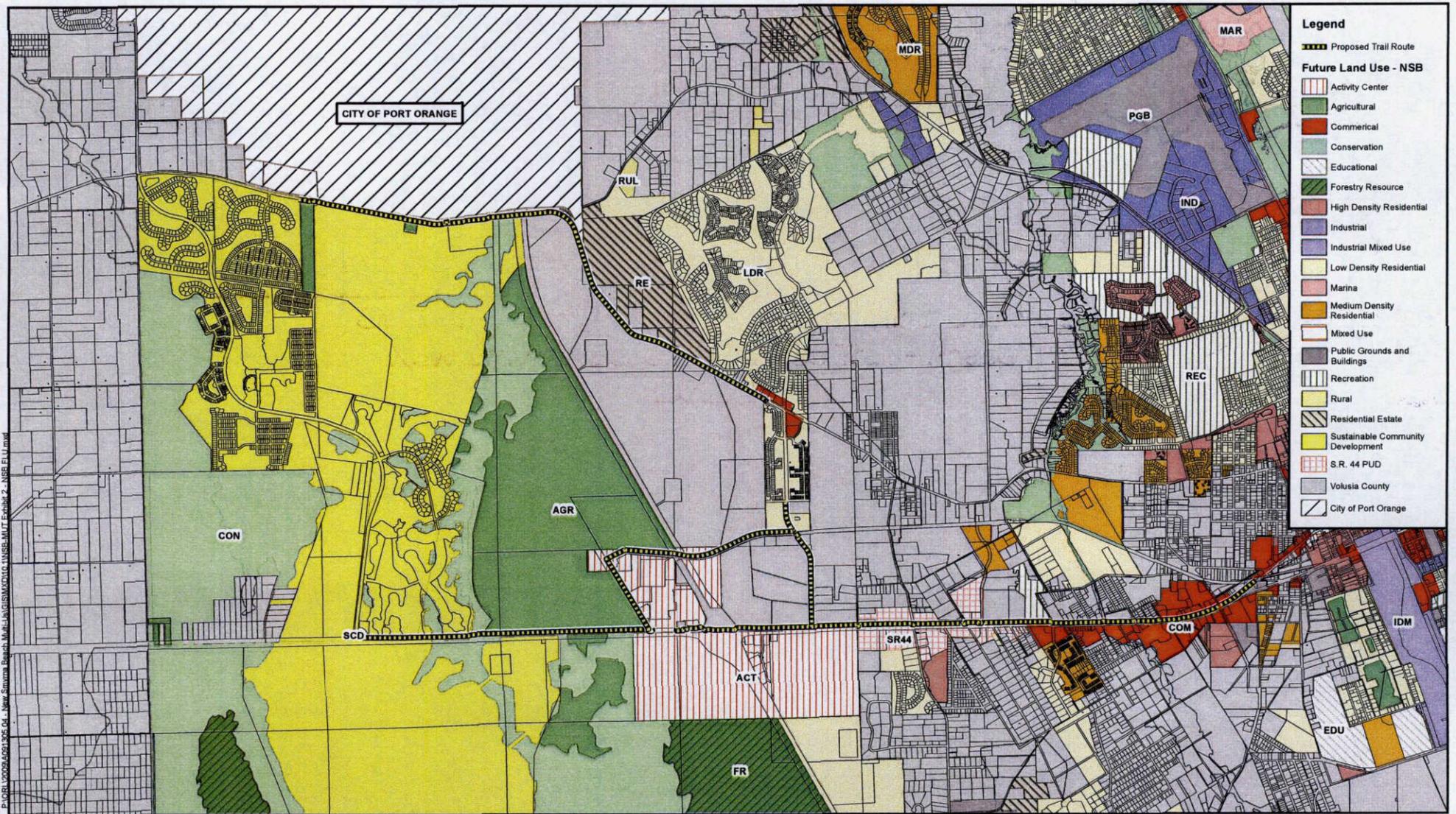
Concept Plan Index Map  
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Exhibit 4





Vicinity Map  
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 Exhibit 1

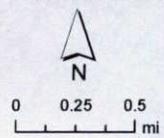


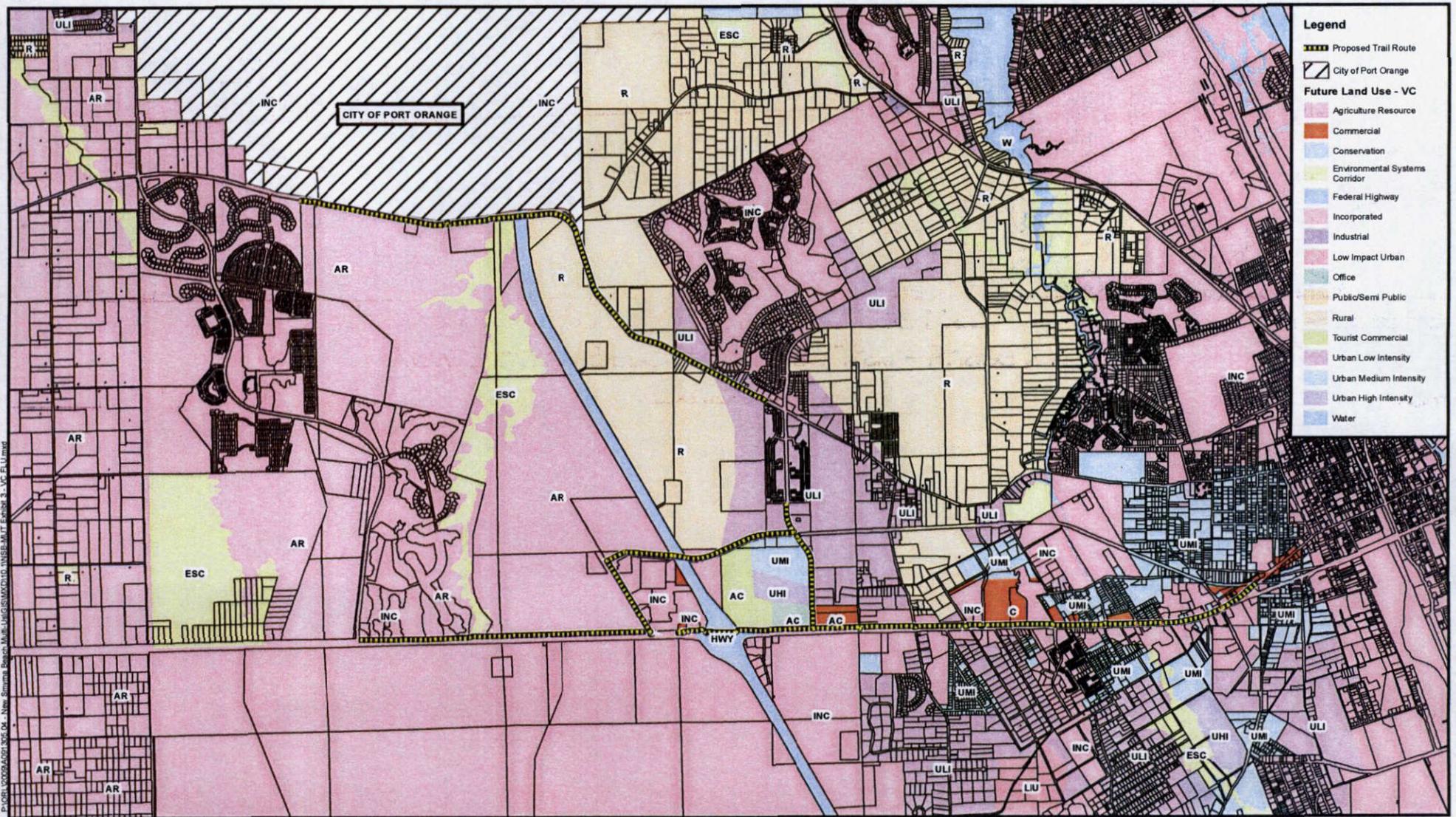


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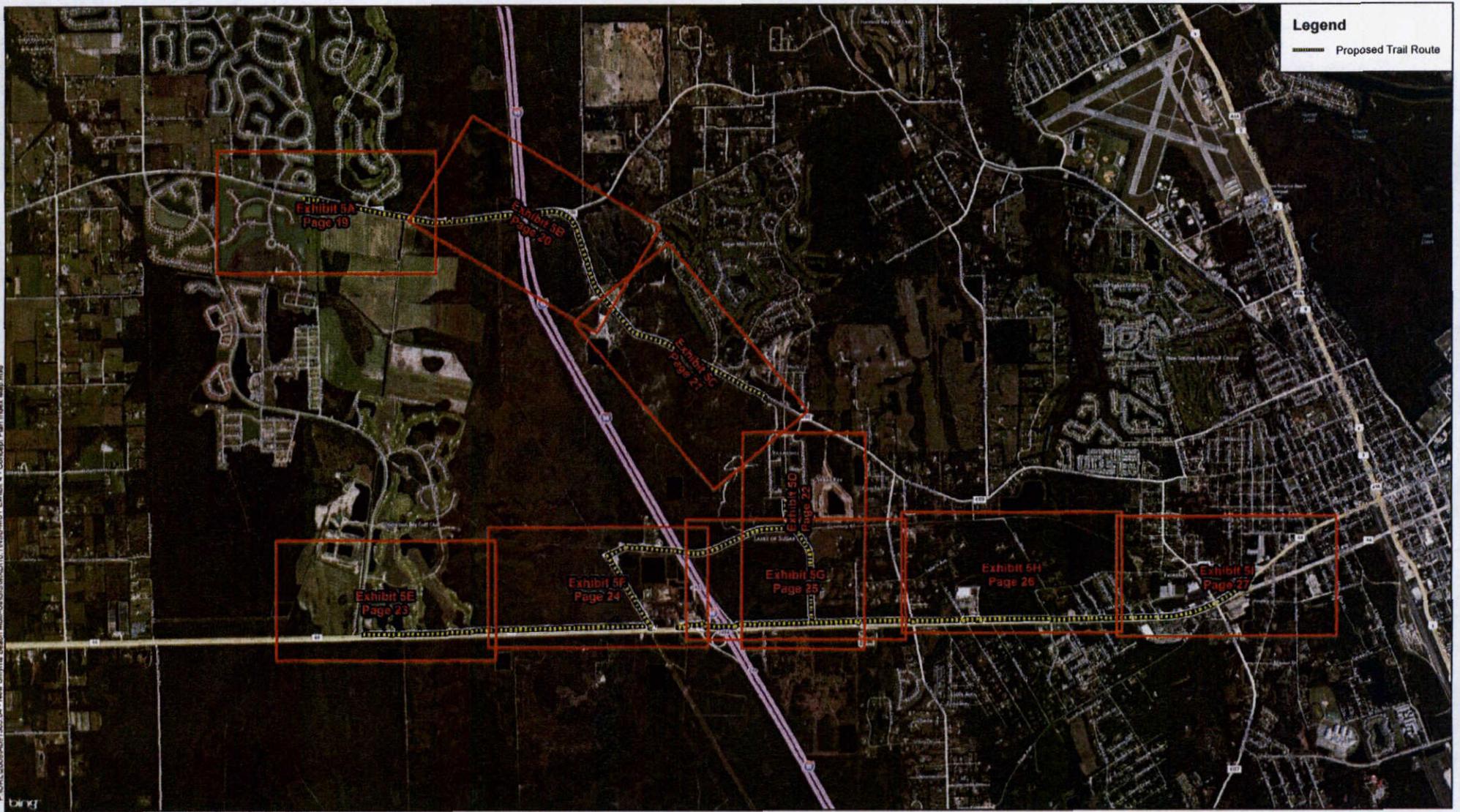
**City of New Smyrna Beach Future Land Use Map**  
**New Smyrna Beach Multi-Use Trail - Phase 2**  
**Exhibit 2**





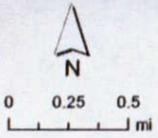
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 Exhibit 3



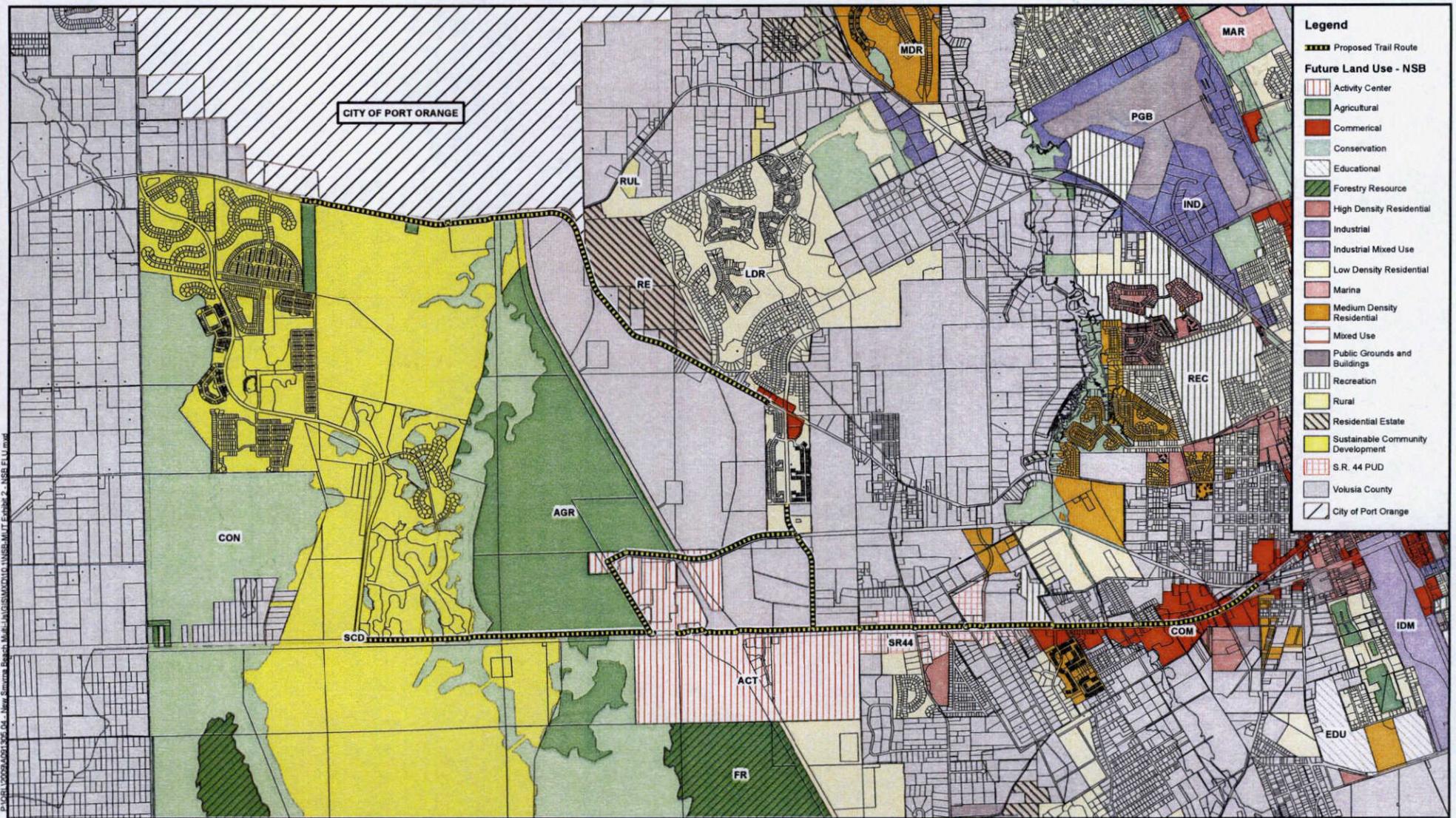


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### Concept Plan Index Map New Smyrna Beach Multi-Use Trail - Phase 2 Exhibit 4



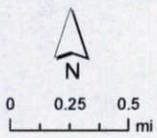


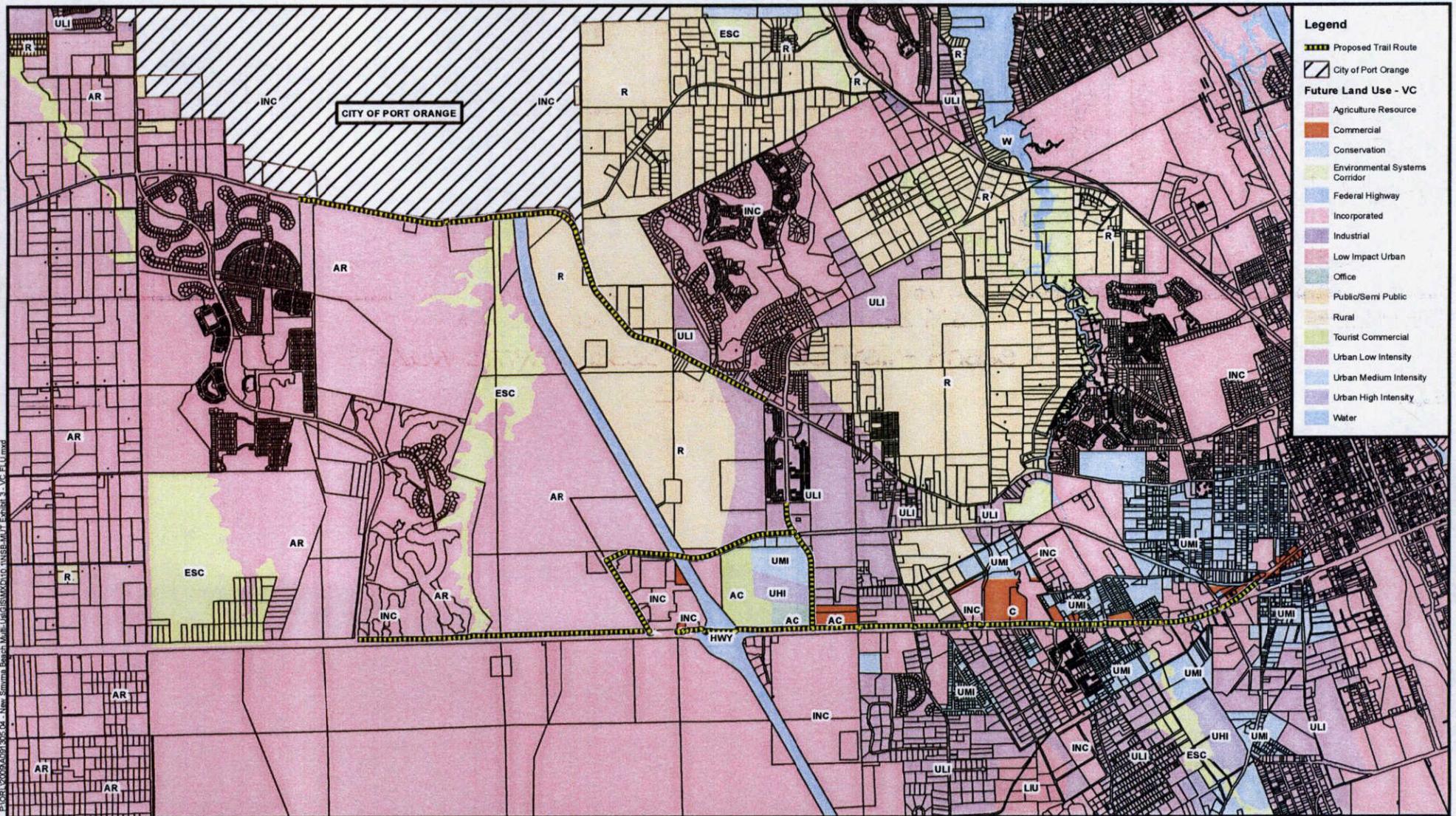


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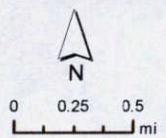
**City of New Smyrna Beach Future Land Use Map**  
**New Smyrna Beach Multi-Use Trail - Phase 2**  
**Exhibit 2**





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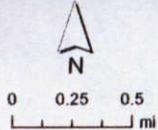
## Volusia County Future Land Use Map New Smyrna Beach Multi-Use Trail - Phase 2 Exhibit 3





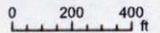
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### Concept Plan Index Map New Smyrna Beach Multi-Use Trail - Phase 2 Exhibit 4





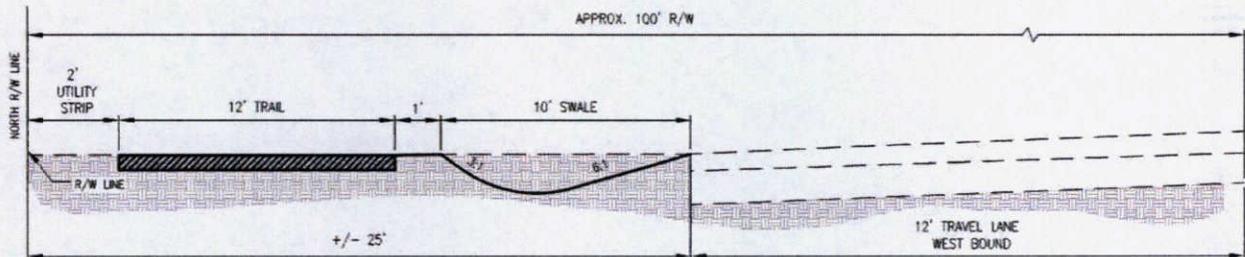
Concept Plan  
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 Exhibit 5A

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 gai consultants  
 transforming ideas into reality

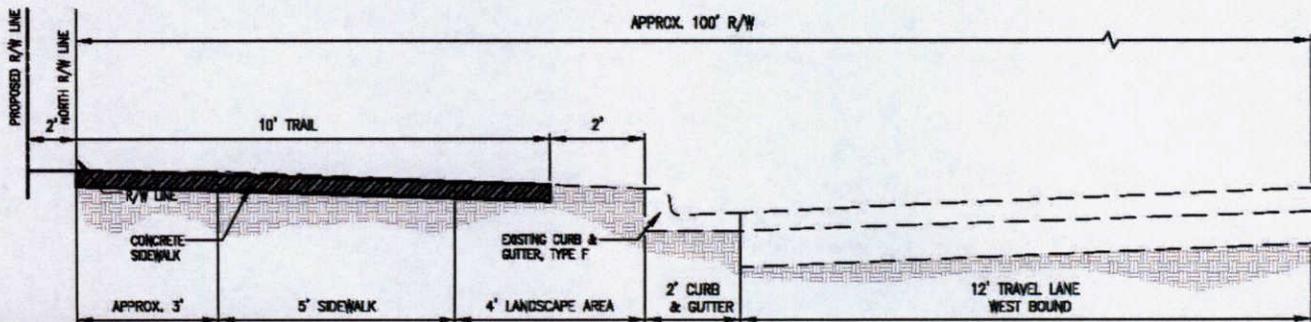
### Exhibit 6 Typical Sections – Roadways & Trails – Section A

The existing conditions depicted in these typical cross sections were created from the data collected during the site observations performed by GAI Consultants, Inc. This is not to be construed as surveyed or as-built data. The proposed concept is shown in solid lines and is described in the “top” of the section. All cross sections are not to scale.

#### Segment A-1.1 - Typical Cross Section



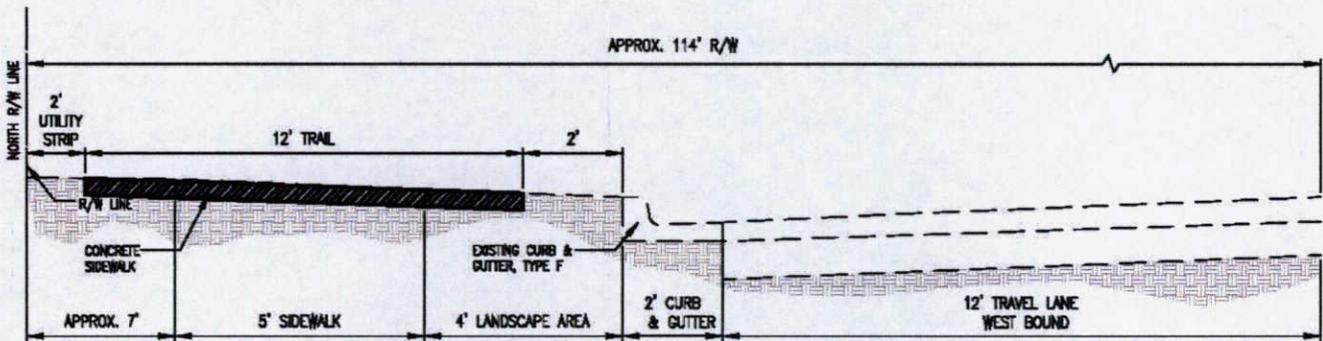
#### Segment A-1.2 - Typical Cross Section



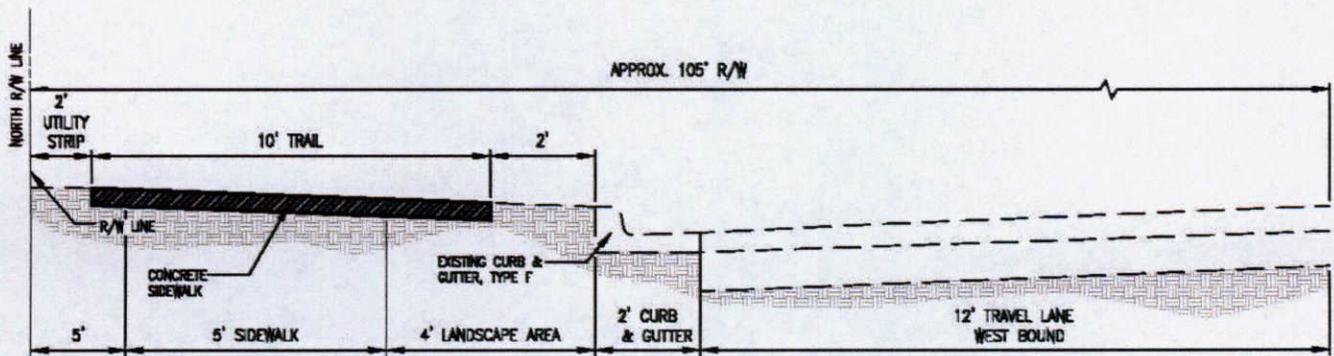
### Exhibit 6 Typical Sections – Roadways & Trails – Section A

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#### Segment A-1.3 - Typical Cross Section



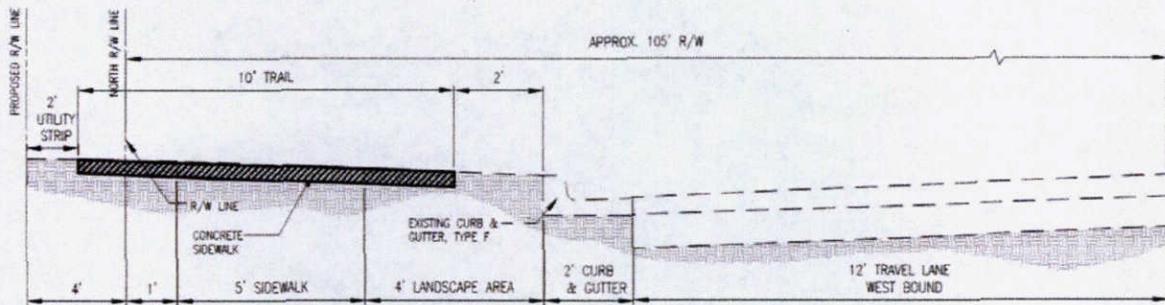
#### Segment A-1.4 - Typical Cross Section



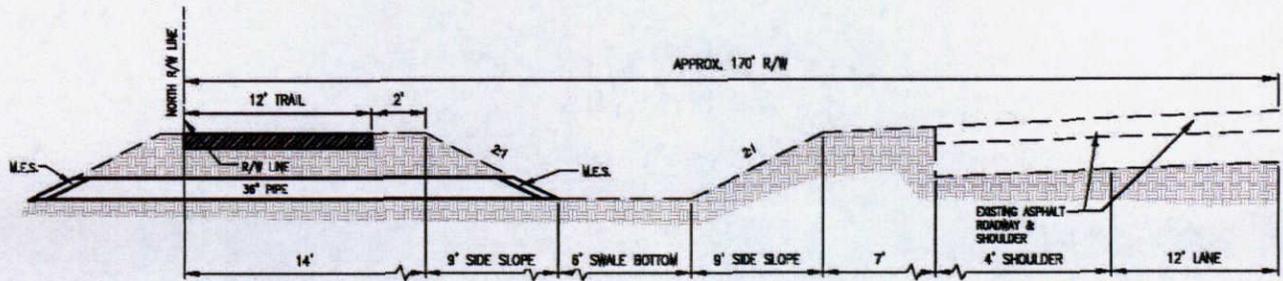
**Exhibit 6 Typical Sections – Roadways & Trails – Section A**

The existing conditions depicted in these typical cross sections were created from the data collected during the site observations performed by GAI Consultants, Inc. This is not to be construed as surveyed or as-built data. The proposed concept is shown in solid lines and is described in the “top” of the section. All cross sections are not to scale.

**Segment A-1.5 - Typical Cross Section**



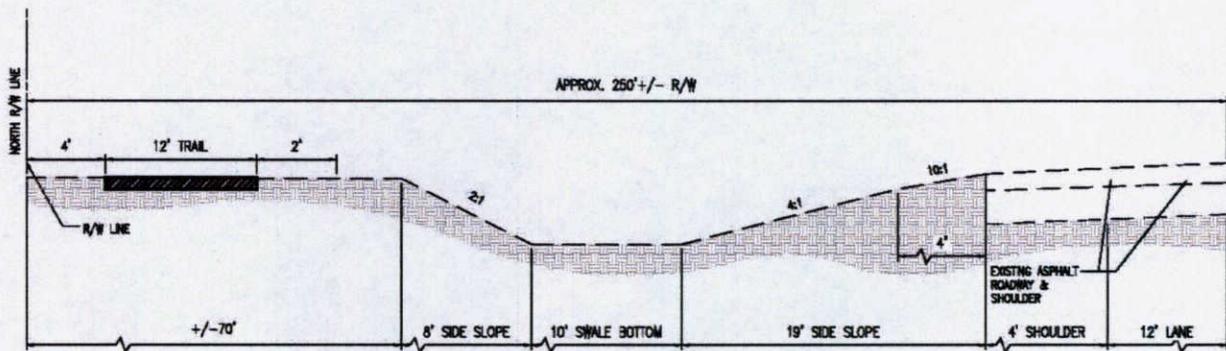
**Segment A-1.6 - Typical Cross Section**



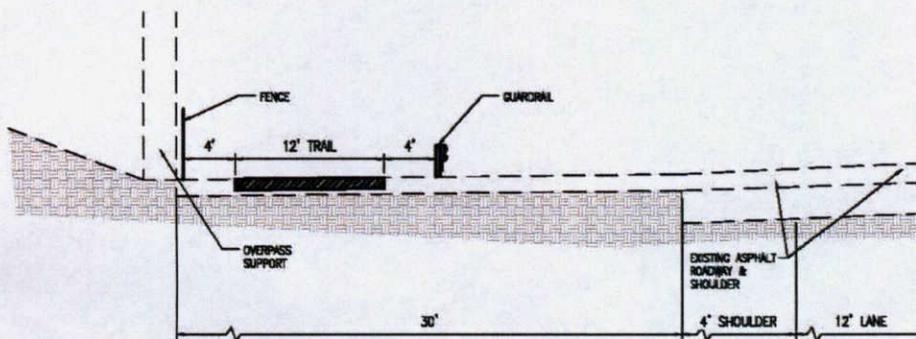
**Exhibit 6 Typical Sections – Roadways & Trails – Section A-2**

The existing conditions depicted in these typical cross sections were created from the data collected during the site observations performed by GAI Consultants, Inc. This is not to be construed as surveyed or as-built data. The proposed concept is shown in solid lines and is described in the “top” of the section. All cross sections are not to scale.

**Segment A-2.1 - Typical Cross Section**



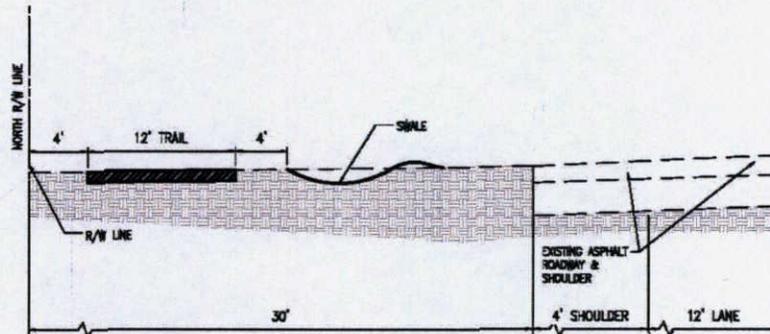
**Segment A-2.2 - Typical Cross Section**



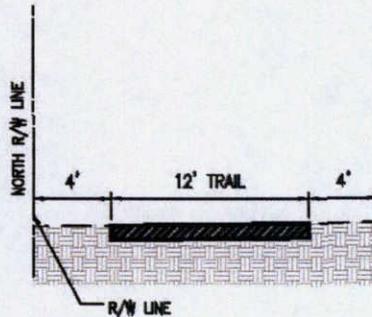
**Exhibit 6 Typical Sections – Roadways & Trails – Section A-2**

The existing conditions depicted in these typical cross sections were created from the data collected during the site observations performed by GAI Consultants, Inc. This is not to be construed as surveyed or as-built data. The proposed concept is shown in solid lines and is described in the “top” of the section. All cross sections are not to scale.

**Segment A-2.3 - Typical Cross Section**



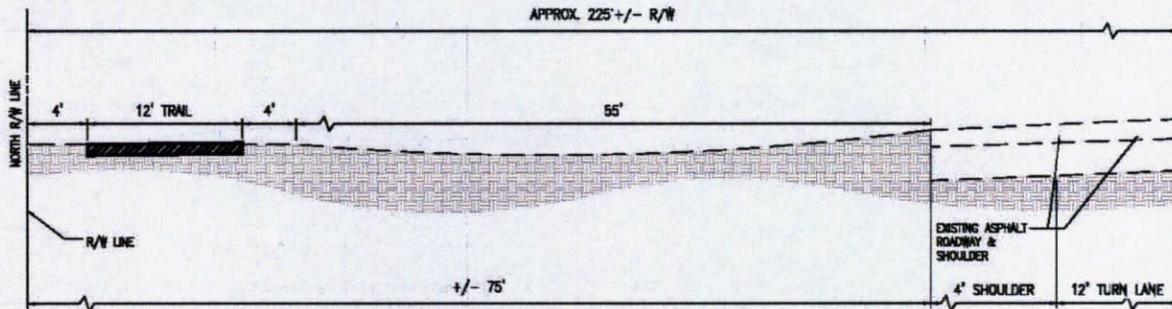
**Segment A-2.4 - Typical Cross Section**



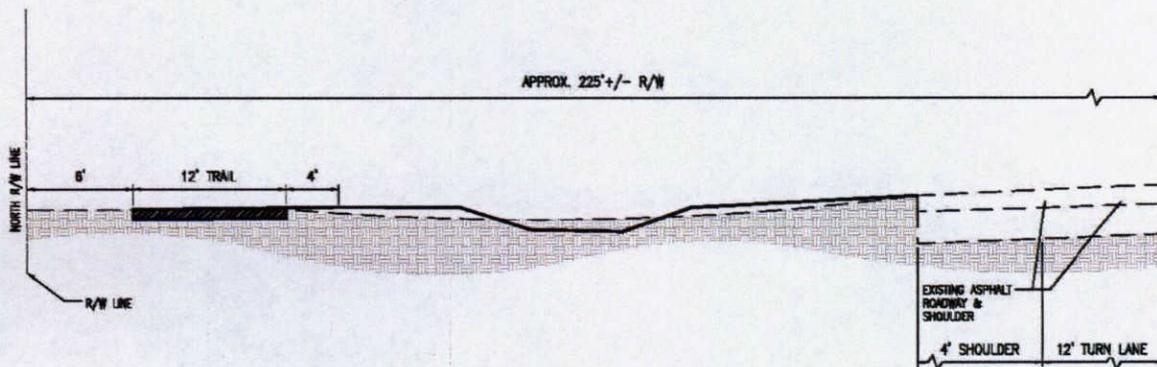
**Exhibit 6 Typical Sections – Roadways & Trails – Section A-2**

The existing conditions depicted in these typical cross sections were created from the data collected during the site observations performed by GAI Consultants, Inc. This is not to be construed as surveyed or as-built data. The proposed concept is shown in solid lines and is described in the “top” of the section. All cross sections are not to scale.

**Segment A-2.5 - Typical Cross Section**



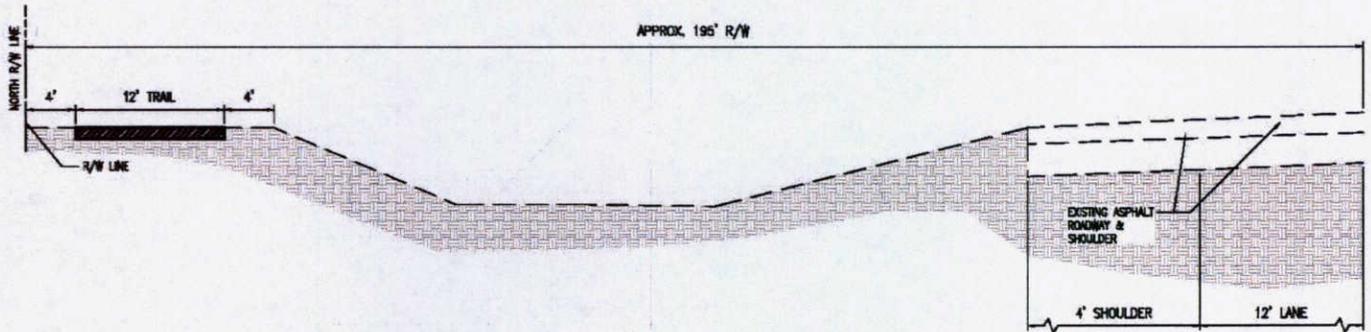
**Segment A-2.6 - Typical Cross Section**



**Exhibit 6 Typical Sections – Roadways & Trails – Section A-3**

The existing conditions depicted in these typical cross sections were created from the data collected during the site observations performed by GAI Consultants, Inc. This is not to be construed as surveyed or as-built data. The proposed concept is shown in solid lines and is described in the “top” of the section. All cross sections are not to scale.

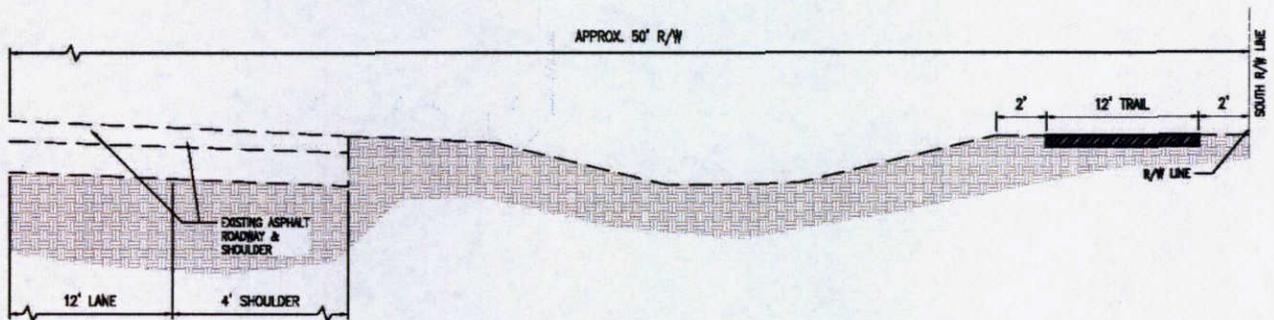
**Segment A-3.1 - Typical Cross Section**



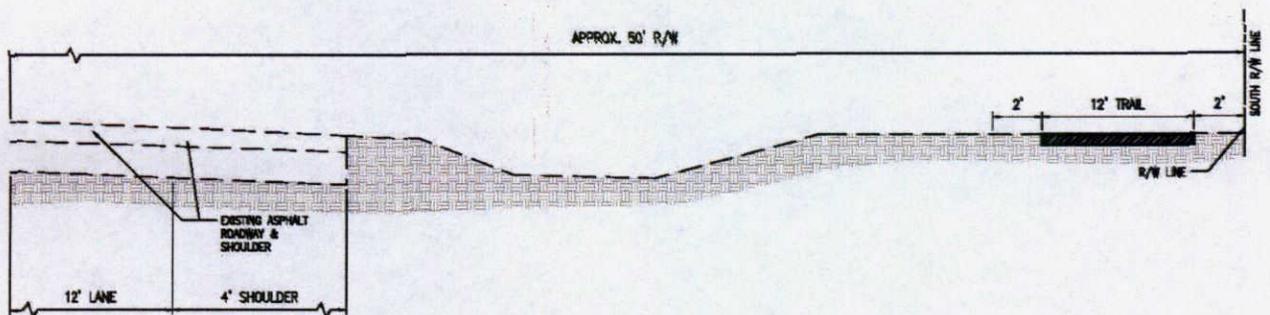
**Exhibit 6 Typical Sections – Roadways & Trails – Section B-1**

The existing conditions depicted in these typical cross sections were created from the data collected during the site observations performed by GAI Consultants, Inc. This is not to be construed as surveyed or as-built data. The proposed concept is shown in solid lines and is described in the “top” of the section. All cross sections are not to scale.

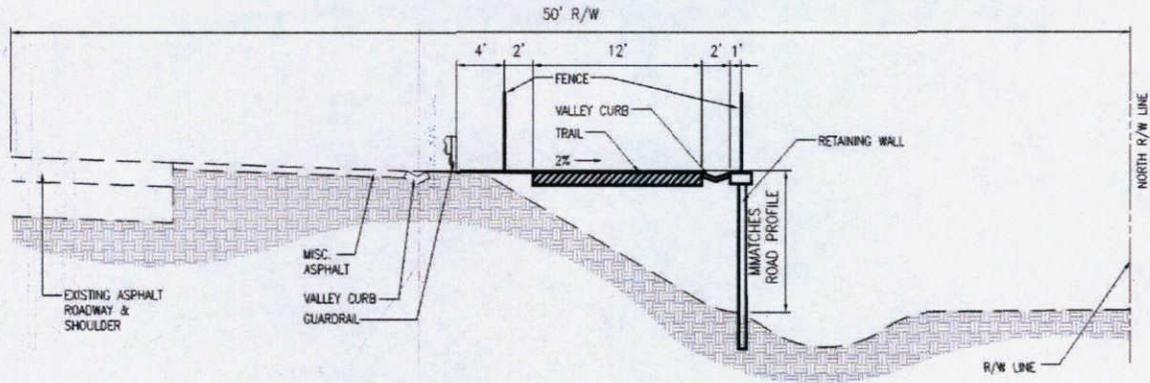
**Segment B-1.1 - Typical Cross Section**



**Segment B-1.2 - Typical Cross Section**



### Segment B-1.3 Typical Cross Section

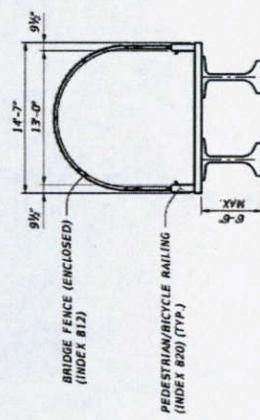
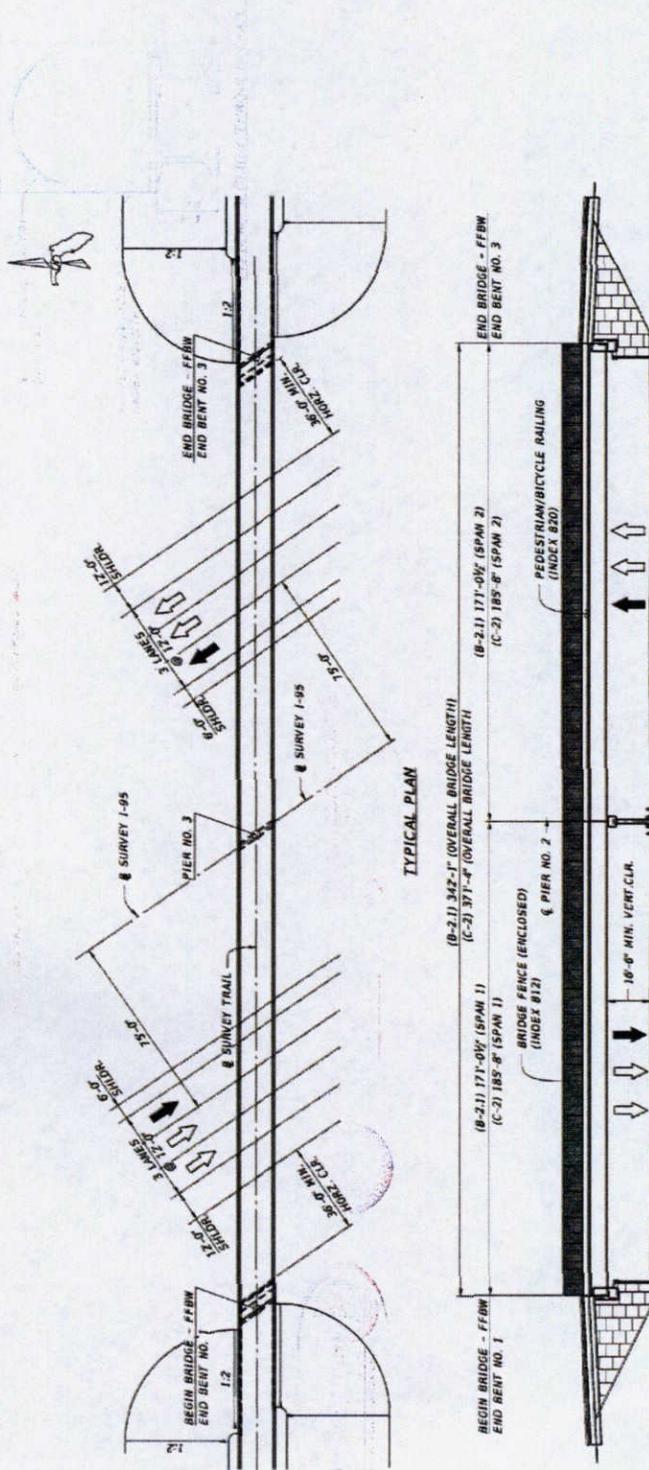


#### Exhibit 6 Typical Sections – Roadways & Trails – Section B-2

The existing conditions depicted in these typical cross sections were created from the data collected during the site observations performed by GAI Consultants, Inc. This is not to be construed as surveyed or as-built data. The proposed concept is shown in solid lines and is described in the “top” of the section. All cross sections are not to scale.

City of New Smyrna Beach • Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study • A091305.04

Segment B-2.4 – Typical Bridge Cross Section



TYPICAL SECTION THROUGH TRAIL BRIDGE

\* ALL DIMENSIONS ARE APPROXIMATE AND ARE FOR ESTIMATING PURPOSES ONLY.

**VOLUSIA TPO**  
INNOVATION PLANNING MANAGEMENT  
VICTORY PLANNING PARTNERSHIP

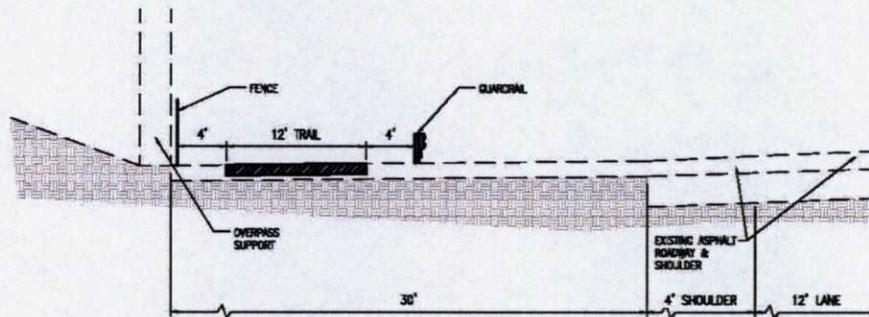
**Hoke Design, Inc.**  
TRANSFORMING IDEAS INTO REALITY

**gai consultants**  
TRANSFORMING IDEAS INTO REALITY

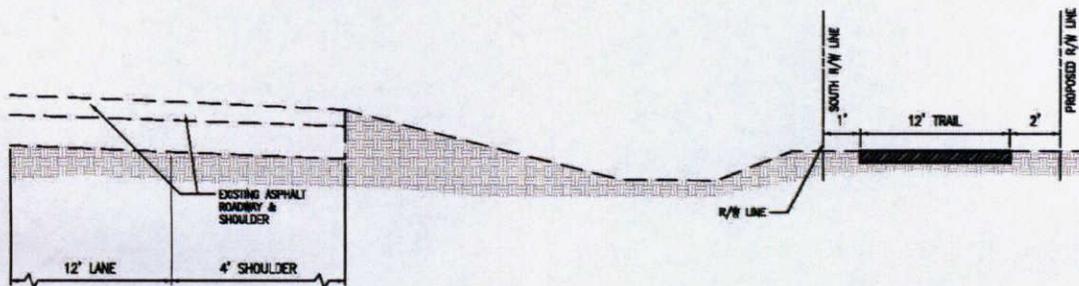
**Exhibit 6 Typical Sections – Roadways & Trails – Section B-2**

The existing conditions depicted in these typical cross sections were created from the data collected during the site observations performed by GAI Consultants, Inc. This is not to be construed as surveyed or as-built data. The proposed concept is shown in solid lines and is described in the “top” of the section. All cross sections are not to scale.

**Segment B-2.2 - Typical Cross Section**



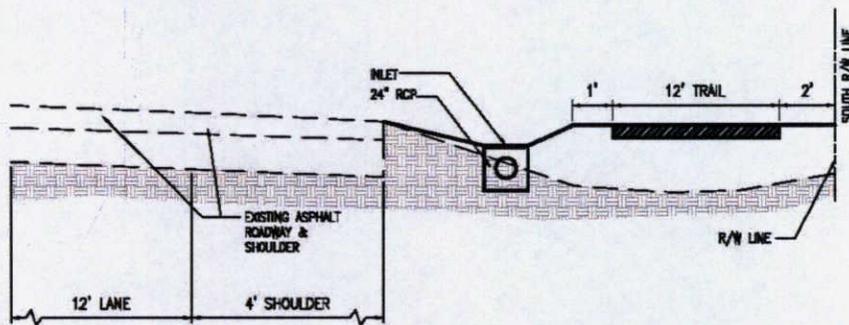
**Segment B-2.3 - Typical Cross Section**



**Exhibit 6 Typical Sections – Roadways & Trails – Section B-3**

The existing conditions depicted in these typical cross sections were created from the data collected during the site observations performed by GAI Consultants, Inc. This is not to be construed as surveyed or as-built data. The proposed concept is shown in solid lines and is described in the “top” of the section. All cross sections are not to scale.

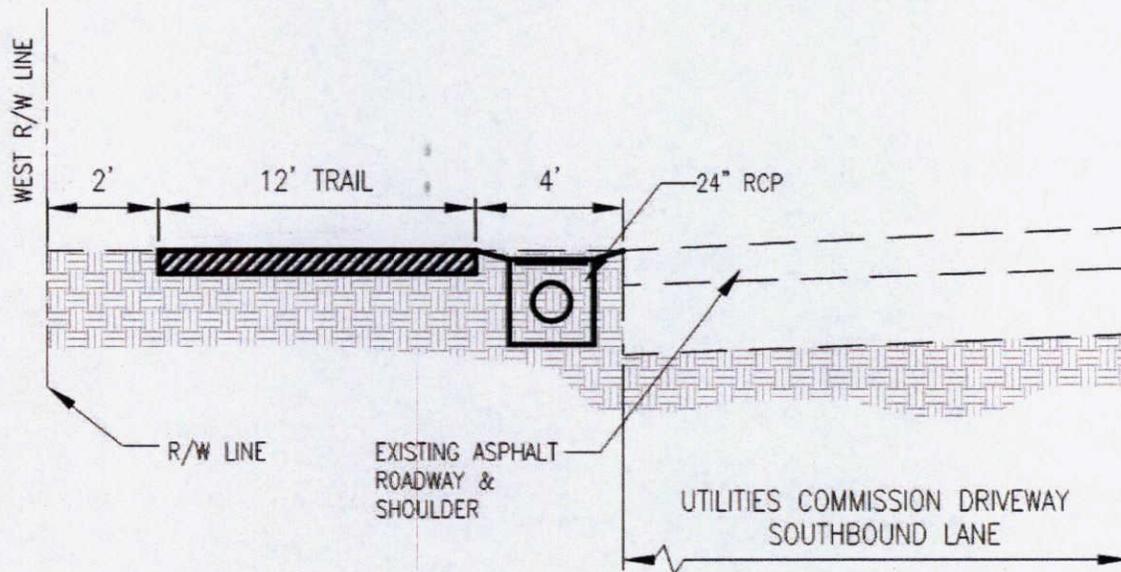
**Segment B-3.1 - Typical Cross Section**



**Exhibit 6 Typical Sections – Roadways & Trails – Section C**

The existing conditions depicted in these typical cross sections were created from the data collected during the site observations performed by GAI Consultants, Inc. This is not to be construed as surveyed or as-built data. The proposed concept is shown in solid lines and is described in the “top” of the section. All cross sections are not to scale.

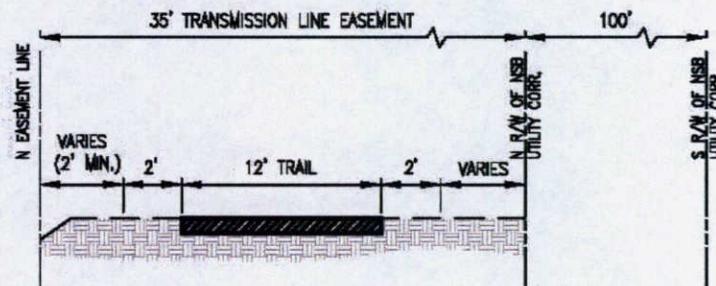
**Segment C-1.1 - Typical Cross Section**



**Exhibit 6 Typical Sections – Roadways & Trails – Section C**

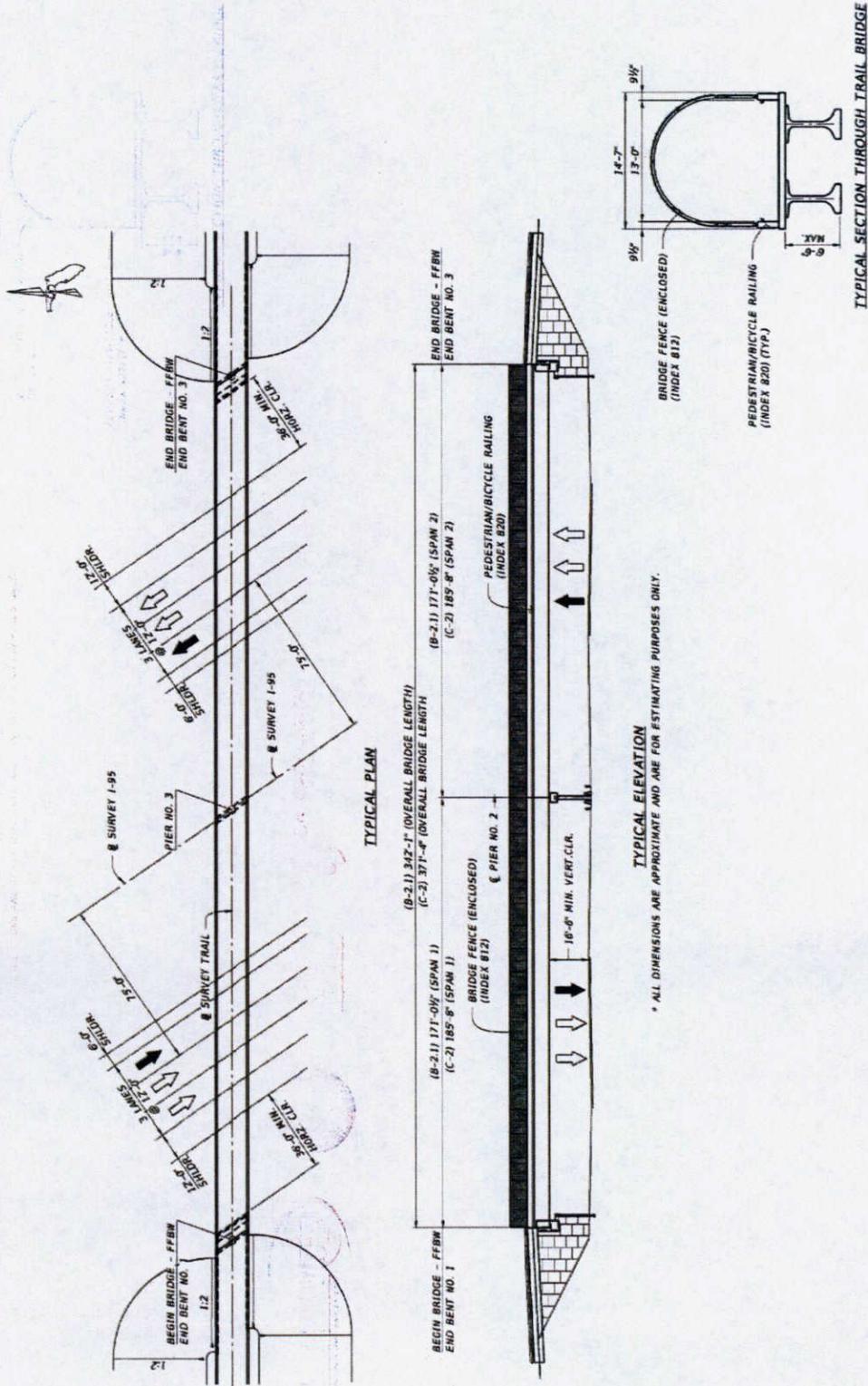
The existing conditions depicted in these typical cross sections were created from the data collected during the site observations performed by GAI Consultants, Inc. This is not to be construed as surveyed or as-built data. The proposed concept is shown in solid lines and is described in the “top” of the section. All cross sections are not to scale.

**Segment C-1.2 and C-3 - Typical Cross Section**



City of New Smyrna Beach • Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study • A091305.04

Segment C-2 — Typical Bridge Cross Section



**VOLUSIA TPO**  
MANAGING LAND AND WATER  
VIOLET PALM BLVD. SEVENTH

**Hoke Design, Inc.**  
transforming ideas into reality

**gai consultants**  
transforming ideas into reality

Exhibit 7.2 Utility Data – Section A, Subsection A-1 and A-2

CONFIRM 00000 CALL SUNSHINE 11/20/12 05:52:49ET 325200135-000 DESIGN STREET DESIGN TICKET Ticket : 325200135 Rev:000 Taken: 11/20/12 05:47ET

State: FL Cnty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : SR 44  
Cross 1 : PARK BLVD  
Within 1/4 mile: Y  
Cross 2 : WALLACE RD

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO N. R/W LINE

Remarks : DESIGN TICKET  
IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY BETWEEN \*\*\*

Grids : 2900A0856D 2900A0856C 2900A0856D 2901D0855A 2901D0856C  
Grids : 2901D0856D

Work date: 11/20/12 Time: 05:51ET Hrs notc: 000 Category: 6 Duration: 03 WKS Due Date : 11/26/12 Time: 23:59ET Exp Date : 12/20/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-Lined: N UG/Oh/Both: U Machinery: N Depth: 3-5 Permits: N N/A Done for: DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEI PAOLI Phone: 407-423-8398 Ext: 3085 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-643-1070  
Email : A.PAOLI@GAICONSULTANTS.COM

Submitted: 11/20/12 05:47ET Oper: ABE Chan: WEB Mbrs :  
CH336 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1:  
Level 2:  
Level 3:  
Level 4:

CH336 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SBF06  
SPM77 DAN SCRIBBEN 386-668-9319  
FLORIDA PUBLIC UTILITIES CO  
450 S HWY 17-92  
PO BOX 248  
DE BARY, FL 32713

Level 1:  
Level 2:  
Level 3:  
Level 4:

TCDEV BRIDGETT HACKETT 407-448-8954  
TRAFFIC CONTROL DEVICES  
242 N. WESTMONTE DR.  
ALTA MONTE SPRINGS, FL 32714

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

TC1377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$81.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED



# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 11/20/12 05:55:50ET 325200137-000 DESIGN STREET DESIGN TICKET Ticket : 325200137 Rev:000 Taken: 11/20/12 05:54ET

State: FL Cnty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : SR 44  
Cross 1 : WALLACE RD  
WithIn 1/4 mile: Y  
Cross 2 : JUNGLE RD

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE

Remarks : DESIGN TICKET  
IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY BETWEEN \*\*\*

Grids : 2900A8056A 2900A8056B 2900A8056C 2900A8057C 2900A8057D

Mark date: 11/20/12 Time: 05:55ET Hrs notc: 000 Category: 6 Duration: 03 WKS Due Date : 11/26/12 Time: 23:59ET Exp Date : 12/20/12 Time: 23:59ET Mark type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/Oh/Both: U Machinery: N Depth: 3-5 Permits: N M/A Done For : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 610 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3885 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-043-1870  
Email : A.PAOLI@GAiconsultants.com

Submitted: 11/20/12 05:54ET Oper: ABE Chan: WEB Mbrs :  
OK1366 RANDY WALTER 386-424-3826  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1:  
Level 2:  
Level 3:  
Level 4:

OK5736 RANDY WALTER 386-424-3826  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SBF06  
SFH477 DAN SCRIBBEN 386-668-9319  
FLORIDA PUBLIC UTILITIES CO  
450 S HWY 17-92  
PO BOX 248  
DE BARY, FL 32713

Level 1:  
Level 2:  
Level 3:  
Level 4:

TCDEV BRIDGETT MACKETT 407-448-8854  
TRAFFIC CONTROL DEVICES  
342 N. WESTMONTE DR.  
ALTAMONTE SPRINGS, FL 32714

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

TCI377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.



# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 11/20/12 05:54:52ET 325200139-000 DESIGN STREET DESIGN TICKET Ticket : 325200139 Rev:000 Taken: 11/20/12 05:57ET

State: FL Cnty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : SR 44  
Cross 1 : JUNGLE RD  
Within 1/4 mile: Y  
Cross 2 : W GLENCOE RD

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE

Remarks : DESIGN TICKET

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY BETWEEN \*\*\*

Grids : 2900A8957A 2900A8957B 2900A8957C 2900A8958C 2900A8958D

Work date: 11/20/12 Time: 05:58ET Hrs notc: 000 Category: 6 Duration: 03 MKS Due Date : 11/26/12 Time: 23:59ET Exp Date : 12/20/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/Oh/Both: U Machinery: N Depth: 3-5 Permits: N N/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3025 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-843-1070  
Email : A.PAOLI@GAICONSULTANTS.COM

Submitted: 11/20/12 05:57ET Oper: ABE Chan: WEB Mbrs :  
C01366 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1:  
Level 2:  
Level 3:  
Level 4:

C05736 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

S0F06  
SFM477 DAN SCRIBBEN 386-668-9319  
FLORIDA PUBLIC UTILITIES CO  
450 S HWY 17-92  
PO BOX 248  
DE BARY, FL 32713

Level 1:  
Level 2:  
Level 3:  
Level 4:

TC05Y BRIDGETT HACKETT 407-448-8854  
TRAFFIC CONTROL DEVICES  
242 N. WESTMONTE DR.  
ALTA PONTE SPRINGS, FL 32714

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

TC1377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.01 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED



Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 11/20/12 06:02:23ET 325200141-000 DESIGN STREET DESIGN TICKET Ticket : 325200141 Rev:000 Taken: 11/20/12 05:59ET

State: FL Cnty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : SR 44  
Cross 1 : N GLENCOE RD  
Within 1/4 mile: Y  
Cross 2 : S I 95

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE

Remarks : DESIGN TICKET  
IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY BETWEEN \*\*\*

Grids : 2900A8058A 2900A8058B 2900A8058C 2900A8058D 2900A8059C  
Grids : 2900B8059D 2900B8058A 2900B8058D 2900B8059C 2900B8059D

Work date: 11/20/12 Time: 06:01ET Hrs note: 000 Category: 6 Duration: 03 MKS Due Date : 11/26/12 Time: 23:59ET Exp Date : 12/20/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Up/On/Both: U Machinery: N Depth: 3-5 Permits: N R/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3085 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-843-1870  
Email : A.PAOLI@GAICONCONSULTANTS.COM

Submitted: 11/20/12 05:59ET Oper: ABE Chan: MEB Mbrs :  
CHK366 RANDY WALTER 386-424-3826  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1:  
Level 2:  
Level 3:  
Level 4:

CHK736 RANDY WALTER 386-424-3826  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SDF06  
TCD5V BRIDGETT HACKETT 407-448-8854  
TRAFFIC CONTROL DEVICES  
242 N. WESTMONTE DR.  
ALTA MONTE SPRINGS, FL 32714

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

TCL377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED



# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 11/20/12 06:10:55ET 325200143-000 DESIGN STREET DESIGN TICKET Ticket : 325200143 Rev:000 Taken: 11/20/12 06:03ET

State: FL Crty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address : 2953 to 3199  
Street : SR 44  
Cross 1 : S I 95  
Within 1/4 mile: N 5280

Locat: DESIGN TICKET: FROM I-95, GO WEST 5280' (1 MILE) FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE

Remarks : DESIGN TICKET

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY ADDRESS \*\*\*

Grids : 2900A8059A 2900A8059B 2900A8059C 2900A8100B 2900A8100C  
Grids : 2900B8100D 2900B8059A 2900B8059B 2900B8059C 2900B8100E  
Grids : 2900B8100C 2900B8100D

Work date: 11/20/12 Time: 06:10ET Hrs notc: 000 Category: 6 Duration: 03 MKS Due Date : 11/26/12 Time: 23:59ET Exp Date : 11/20/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/On/Both: U Machinery: N Depth: 3-5 Permits: N R/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT

Co addr : 618 E SOUTH ST

Co addr2: SUITE 700

City : ORLANDO State: FL Zip: 32801

Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3085 Contact : JENNIFER RAFFERTY Phone: 407-423-8398

BestTime: 8:30-4

Fax : 407-843-1070

Email : A.PAOLI@GAICONSULTANTS.COM

Submitted: 11/20/12 06:03ET Oper: ABE Chan: WEB Mbrs :

CR1366 RANDY WALTER 386-424-3826

UTILITIES COMMISSION, C/O NEW SMYRNA BCH

P O BOX 100

NEW SMYRNA BEACH, FL 32170

Level 1:

Level 2:

Level 3:

Level 4:

CR5736 RANDY WALTER 386-424-3826

UTILITIES COMMISSION, C/O NEW SMYRNA BCH

NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER

Level 2: SERVICES NOT PROVIDED BY MEMBER

Level 3: SERVICES NOT PROVIDED BY MEMBER

Level 4: SERVICES NOT PROVIDED BY MEMBER

SDF06

TCDEV BRIDGETT HACKETT 407-448-8854

TRAFFIC CONTROL DEVICES

242 N. WESTMONTE DR.

ALTAWONTE SPRINGS, FL 32714

Level 1: SERVICES NOT PROVIDED BY MEMBER

Level 2: SERVICES NOT PROVIDED BY MEMBER

Level 3: SERVICES NOT PROVIDED BY MEMBER

Level 4: SERVICES NOT PROVIDED BY MEMBER

TC377 LARRY HENDERSON 386-446-1420

BRIGHT HOUSE NETWORKS, LLC

211 ST. JOE PLAZA

PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.

Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.

Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.

Level 4: SERVICE NOT PROVIDED



# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 11/20/12 06:14:44ET 325200147-000 DESIGN STREET DESIGN TICKET Ticket : 325200147 Rev:000 Taken: 11/20/12 06:11ET

State: FL Cnty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address : 3280 to 3362  
Street : SR 44  
Cross 1 : AIRPORT RD  
Within 1/4 mile: M 5280

Locat: DESIGN TICKET: FROM AIRPORT RD, GO EAST 5280' (1 MILE) FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE

Remarks : DESIGN TICKET

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY ADDRESS \*\*\*

Grids : 2900AS100A 2900AS100B 2900AS100C 2900AS101C 2900AS101D  
Grids : 2900BS100A 2900BS100B 2900BS100C 2900BS101C 2900BS101D

Work date: 11/20/12 Time: 06:14ET Hrs note: 000 Category: 6 Duration: 03 MCS Due Date : 11/26/12 Time: 23:59ET Exp Date : 12/20/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/Oh/Both: U Machinery: N Depth: 3-5 Permits: N N/A Done for: DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3885 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-843-1070  
Email : A.PAOLI@GAiconsultants.com

Submitted: 11/20/12 06:11ET Oper: ABE Chan: WEB Mbrs :

CN1366 RANDY WALTER 386-424-3826  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1:  
Level 2:  
Level 3:  
Level 4:

CN5736 RANDY WALTER 386-424-3826  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SDF06

TC09V BRIDGETT HACKETT 407-448-8254  
TRAFFIC CONTROL DEVICES  
242 W. MESTRONE DR.  
ALTA MONTE SPRINGS, FL 32714

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

TC1377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED

# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 11/19/12 08:20:59ET 324200543-000 DESIGN STREET DESIGN TICKET Ticket : 324200543 Rev:000 Taken: 11/19/12 08:13ET

State: FL Cnty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : CANAL ST  
Cross 1 : INGHAM RD  
Within 1/4 mile: Y

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE.

Remarks : DESIGN TICKET

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY INTERSECTION \*\*\*

Grids : 2901DB056D

Work date: 11/19/12 Time: 08:14ET: Mrs notc: 000 Category: 6 Duration: 03 MXS Due Date : 11/21/12 Time: 23:59ET Exp Date : 12/19/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N  
Up/On/Both: U Machinery: N Depth: 3-5 Permits: N R/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3085 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-843-1070  
Email : A.PAOLI@GAiconsultants.com

Submitted: 11/19/12 08:13ET Oper: ABE Chan: MEB Mbrs :  
ONS366 RANDY WALTER 386-424-3826  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1:  
Level 2:  
Level 3:  
Level 4:

ONS736 RANDY WALTER 386-424-3826  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SBF06  
SFM77 DAN SCRIBBEN 386-668-9319  
FLORIDA PUBLIC UTILITIES CO  
450 S HWY 17-92  
PO BOX 248  
DE BARY, FL 32713

Level 1:  
Level 2:  
Level 3:  
Level 4:

TCDEV BRIDGETT HACKETT 407-448-8854  
TRAFFIC CONTROL DEVICES  
242 N. MESTMONT DR.  
ALTAMONTE SPRINGS, FL 32714

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

TCI377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED



# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFRM 00000 CALL SUNSHINE 11/19/12 08:04:31ET 324200411-000 DESIGN STREET DESIGN TICKET Ticket : 324200411 Rev:000 Taken: 11/19/12 07:57ET

State: FL Crty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : N AIRPORT RD  
Cross 1 : SR 44  
Within 1/4 mile: Y

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE.

Remarks : DESIGN TICKET

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOC PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOC MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOC DOES NOT NOTIFY SSOOC MEMBERS OF THE RECEIPT BY SSOOC OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOC MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOC MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOC OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOC IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY INTERSECTION \*\*\*

Grids : 290088101C

Work date: 11/19/12 Time: 07:59ET Hrs notc: 000 Category: 6 Duration: 03 MKS Due Date : 11/21/12 Time: 23:59ET Exp Date : 12/19/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-Lined: N Ug/Oh/Both: U Machinery: N Depth: 3-5 Permits: N N/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3085 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-843-1070  
Email : [A.PAOLI@GAICONSULTANTS.COM](mailto:A.PAOLI@GAICONSULTANTS.COM)

Submitted: 11/19/12 07:57ET Oper: ABE Chan: MEB Mbrs :  
C01366 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1:  
Level 2:  
Level 3:  
Level 4:

C05736 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

S0F06

TC0EV BRIDGETT HACKETT 407-448-6854  
TRAFFIC CONTROL DEVICES  
242 N. WESTMONT DR.  
ALTA MONT SPRINGS, FL 32714

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

TCI377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED

Exhibit 7 Utility Data – Section A, Subsection A-3

CONFIRM 0000 CALL SUNSHINE 11/19/12 08:15:25ET 324200507-000 DESIGN STREET DESIGN TICKET Ticket : 324200507 Rev:000 Taken: 11/19/12 08:10ET

State: FL Crty: VOLUSIA GeoPlace: GLENCOE  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : SR 44  
Cross 1 : SUGAR MILL DR  
Within 1/4 mile: Y

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE.

Remarks : DESIGN TICKET  
IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY INTERSECTION \*\*\*

Grids : 2900A8058A 2900A8058B 2900B8058A

Work date: 11/19/12 Time: 08:11ET Hrs notc: 000 Category: 6 Duration: 03 MWS Due Date : 11/21/12 Time: 23:59ET Exp Date : 12/19/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/OV/Both: U Machinery: N Depth: 3-5 Permits: N N/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3085 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-843-1070  
Email : A.PAOLITRGAICONSULTANTS.COM

Submitted: 11/19/12 08:10ET Oper: ABE Chan: WEB Mbrs :  
OCL366 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1:  
Level 2:  
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Level 4:

CRS736 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SBF06  
TCDEV BRIDGETT HACKETT 407-448-0254  
TRAFFIC CONTROL DEVICES  
242 N. WESTHOLME DR.  
ALTA MONTI SPRINGS, FL 32714

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

TCI377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

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Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED



# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 12/13/12 12:31:59ET 348203763-000 DESIGN STREET DESIGN TICKET Ticket : 348203763 Rev:000 Taken: 12/13/12 12:13ET

State: FL Cnty: VOLUSIA GeoPlace: GLENCOE  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : SUGAR MILL DR  
Cross 1 : SR 44  
Within 1/4 mile: Y  
Cross 2 : GIBRALTER BLVD

Locat: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE.

Remarks : DESIGN TICKET

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY BETWEEN \*\*\*

Grids : 2900A8058A 2900A8058B 2900B8058A 2901C8058A 2901D8058A  
Grids : 2901D8058B

Work date: 12/13/12 Time: 12:26ET Hrs notc: 000 Category: 6 Duration: 03 MRS Due Date : 12/17/12 Time: 23:59ET Exp Date : 01/14/13 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/Oh/Both: U Machinery: N Depth: DESIGN Permits: N N/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3085 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-843-1870  
Email : A.PAOLIGAI@CONSULTANTS.COM

Submitted: 12/13/12 12:13ET Oper: ABE Chan: WEB Mbrs :  
CNS366 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1:  
Level 2:  
Level 3:  
Level 4:

CNS736 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SBF06  
TCDEV BRIDGETT HACKETT 407-448-8854  
TRAFFIC CONTROL DEVICES  
242 N. WESTMONTE DR.  
ALTAMONTE SPRINGS, FL 32714

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

TCI377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED



# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 12/13/12 12:39:29ET 348203815-000 DESIGN STREET DESIGN TICKET Ticket : 348203815 Rev:000 Taken: 12/13/12 12:31ET

State: FL Cnty: VOLUSIA GeoPlace: GLENCOE  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : SUGAR MILL DR  
Cross 1 : GIBRALTER BLVD  
Within 1/4 mile: Y

Locat: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE.

Remarks : DESIGN TICKET

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY INTERSECTION \*\*\*

Grids : 2901C8058A

Work date: 12/13/12 Time: 12:33ET Hrs notcd: 000 Category: 6 Duration: 03 MKS Due Date : 12/17/12 Time: 23:59ET Exp Date : 01/14/13 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/Oh/Both: U Machinery: N Depth: DESIGN Permits: N N/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3885 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-843-1070  
Email : A.PAOLI@GAICONSULTANTS.COM

Submitted: 12/13/12 12:31ET Oper: ABE Chan: WEB Mbrs :  
CHL366 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1:  
Level 2:  
Level 3:  
Level 4:

CHS736 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SBF06

TCI377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED



Exhibit 7 Utility Data - Section B

CONFIRM 00000 CALL SUNSHINE 11/20/12 06:19:48ET 325200153-000 DESIGN STREET DESIGN TICKET Ticket : 325200153 Rev:000 Taken: 11/20/12 06:15ET

State: FL Cnty: VOLUSIA GeoPlace: SANSULA-SPRUCE CREEK
CallerPlace: NEW SMYRNA BEACH
Subdivision:

Address : 3200 to 3362
Street : PIONEER TRL
Cross 1 : LUNA BELLA LN
Within 1/4 mile: Y
Cross 2 : CYPRESS SPRINGS PKY

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE

Remarks : DESIGN TICKET

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY BETWEEN \*\*\*

Grids : 2902A8101A 2902A8101B 2902A8101C 2902A8101D

Work date: 11/20/12 Time: 06:18ET Hrs notc: 000 Category: 6 Duration: 03 MKS Due Date : 11/26/12 Time: 23:59ET Exp Date : 12/20/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/Oh/Both: U Machinery: N Depth: 3-5 Permits: N R/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT
Co addr : 618 E SOUTH ST
Co addr2: SUITE 700
City : ORLANDO State: FL Zip: 32801
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3085 Contact : JENNIFER RAFFERTY Phone: 407-423-8398
BestTime: 6:30-4
Fax : 407-843-1070
Email : A.PAOLI@GAICONCONSULTANTS.COM

Submitted: 11/20/12 06:15ET Oper: ABE Chan: WEB Mbrs :
CNS366 RANDY WALTER 386-424-3026
UTILITIES COMMISSION, C/O NEW SMYRNA BCH
P O BOX 100
NEW SMYRNA BEACH, FL 32170

Level 1:
Level 2:
Level 3:
Level 4:

CNS736 RANDY WALTER 386-424-3026
UTILITIES COMMISSION, C/O NEW SMYRNA BCH
P O BOX 100
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER
Level 2: SERVICES NOT PROVIDED BY MEMBER
Level 3: SERVICES NOT PROVIDED BY MEMBER
Level 4: SERVICES NOT PROVIDED BY MEMBER

CPOS62 KEMMY HO 386-506-5754
CITY OF PORT ORANGE, FLORIDA
1000 CITY CENTER CIR
PORT ORANGE, FL 32129

Level 1: NO CHARGE FOR ON SITE REVIEW \$7.00 PER SHEET FOR COPIES OF PLANS
Level 2: SERVICES NOT PROVIDED BY MEMBER
Level 3: SERVICES NOT PROVIDED BY MEMBER
Level 4: SERVICES NOT PROVIDED BY MEMBER

FPLVOL TRACY STERN\*\* 888-868-9554
FLORIDA POWER & LIGHT
2900 CATHERINE ST
PALATKA, FL 32177

Level 1: NO FEE
Level 2: SERVICES NOT PROVIDED BY MEMBER
Level 3: SERVICES NOT PROVIDED BY MEMBER
Level 4: SERVICES NOT PROVIDED BY MEMBER

SBF46
TCI377 LARRY HENDERSON 386-446-1420
BRIGHT HOUSE NETWORKS, LLC
211 ST. JOE PLAZA
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.
Level 4: SERVICE NOT PROVIDED



Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 12/20/12 06:22:51ET 325200155-000 DESIGN STREET DESIGN TICKET Ticket : 325200155 Rev:000 Taken: 11/20/12 06:21ET

State: FL City: VOLUSIA GeoPlace: SAMSULA-SPRUCE CREEK  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address : 3200 to 3362  
Street : PIONEER TRL  
Cross 1 : CYPRESS SPRINGS PKY  
Within 1/4 mile: Y  
Cross 2 : S I 95

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE

Remarks : DESIGN TICKET  
IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOC PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOC MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOC DOES NOT NOTIFY SSOOC MEMBERS OF THE RECEIPT BY SSOOC OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOC MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOC MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOC OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOC IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY BETWEEN \*\*\*

Grids : 2902A8100A 2902A8100B 2902A8100C 2902A8101C 2902A8101D

Work date: 11/20/12 Time: 06:22ET Hrs notc: 000 Category: 6 Duration: 03 WKS Due Date : 11/26/12 Time: 23:59ET Exp Date : 12/20/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/Ob/Borh: U Machinery: N Depth: 3-5 Permits: N N/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3085 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-843-1070  
Email : A.PAOLI@GAICONSULTANTS.COM

Submitted: 11/20/12 06:21ET Oper: ABE Chan: WEB Mbrs :

CRS736 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100

NEW SMYRNA BEACH, FL 32178  
Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

CP0542 KENNY HO 386-506-5754  
CITY OF PORT ORANGE, FLORIDA  
1000 CITY CENTER CIR  
PORT ORANGE, FL 32129

Level 1: NO CHARGE FOR ON SITE REVIEW \$7.00 PER SHEET FOR COPIES OF PLANS

Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

FPLVCL TRACY STERN\*\* 888-868-9554  
FLORIDA POWER & LIGHT  
2900 CATHERINE ST  
PALATKA, FL 32177

Level 1: NO FEE  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SBF06  
SL1695 SIBESYS FIBER CALL 367-927-2000  
SIBESYS LLC  
202 TITUS AVE  
MARKETINGTON, PA 18976

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

TCDEV BRIDGETT HACKETT 407-448-8054  
TRAFFIC CONTROL DEVICES  
243 N. WESTMONTE DR.  
ALTA MONTE SPRINGS, FL 32714

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

TCI377 LARRY HENDERSON 386-446-1428  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.01 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED



# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 11/20/12 06:48:51ET 325200171-000 DESIGN STREET DESIGN TICKET Ticket : 325200171 Rev:000 Taken: 11/20/12 06:38ET

State: FL Cnty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : PIONEER TRL  
Cross 1 : 5 I 95  
Within 1/4 mile: Y  
Cross 2 : TURNBULL BAY RD

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE

Remarks : DESIGN TICKET  
IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY BETWEEN \*\*\*

Grids : 2902A8100C 2902A8100D

Work date: 11/20/12 Time: 06:40ET Hrs notc: 000 Category: 6 Duration: 03 MKS Due Date : 11/26/12 Time: 23:59ET Exp Date : 12/20/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/Oh/Both: U Machinery: N Depth: 3-5 Permits: N N/A Done For : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr-2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3085 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-843-1070  
Email : A.PAOLI@GAICONSULTANTS.COM

Submitted: 11/20/12 06:38ET Oper: ABE Chan: WEB Mbrs :  
CS736 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

FPLVOL TRACY STERN\*\* 800-868-9554  
FLORIDA POWER & LIGHT  
2900 CATHERINE ST  
PALATKA, FL 32177

Level 1: NO FEE  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

S8F06  
SL1695 SUNESYS FIBER CALL 267-927-2000  
SUNESYS LLC  
202 TITUS AVE  
WARRINGTON, PA 18976

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

T0DEV BRIDGETT HACKETT 407-448-8854  
TRAFFIC CONTROL DEVICES  
242 N. WESTMONTE DR.

ALTAMONTE SPRINGS, FL 32714  
Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

TCL377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED



# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 11/20/12 06:36:58ET 325200167-000 DESIGN STREET DESIGN TICKET Ticket : 325200167 Rev:000 Taken: 11/20/12 06:23ET

State: FL Cnty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallowPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : PIONEER TRL  
Cross 1 : TURNBULL RAY RD  
Within 1/4 mile: Y  
Cross 2 : CLUB HOUSE BLVD

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE

Remarks : DESIGN TICKET

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY BETWEEN \*\*\*

Grids : 2902A81000 2902B8059A 2902C8059A 2902D8059B  
Grids : 2902C81000 2902D8059A 2902D8059B 2902D8059C

Work date: 11/20/12 Time: 06:36ET Hrs notc: 000 Category: 6 Duration: 03 MKS Due Date : 11/26/12 Time: 23:59ET Exp Date : 12/20/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/OA/Both: U Machinery: N Depth: 3-5 Permits: N N/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3005 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-843-1070  
Email : A.PAOLI@GAICONSULTANTS.COM

Submitted: 11/20/12 06:23ET Oper: ABE Chan: MEB Mbrs :  
CR1366 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1:  
Level 2:  
Level 3:  
Level 4:

CR5736 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

FP1VOL TRACY STERN\*\* 888-868-9554  
FLORIDA POWER & LIGHT  
2900 CATHERINE ST  
PALATKA, FL 32177

Level 1: NO FEE  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SF2F06  
SF0477 DAN SCRIBBEN 386-668-9319  
FLORIDA PUBLIC UTILITIES CO  
450 S HWY 17-92  
PO BOX 248  
DE BARY, FL 32713

Level 1:  
Level 2:  
Level 3:  
Level 4:

TCL377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED



# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFRM 00000 CALL SUNSHINE 11/19/12 08:04:29ET 324200317-000 DESIGN STREET DESIGN TICKET Ticket : 324200317 Rev:000 Taken: 11/19/12 07:41ET

State: FL Cnty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : AIRPORT RD  
Cross 1 : PIONEER TRL  
Within 1/4 mile: Y

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE.

Remarks : DESIGN TICKET

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOC PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOC MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOC DOES NOT NOTIFY SSOOC MEMBERS OF THE RECEIPT BY SSOOC OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOC MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOC MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOC OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOC IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY INTERSECTION \*\*\*

Grids : 290300102B

Work date: 11/19/12 Time: 07:48ET Hrs note: 000 Category: 6 Duration: 03 MGS Due Date : 11/21/12 Time: 23:59ET Exp Date : 12/19/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/Oh/Both: U Machinery: N Depth: 3-5 Permits: N N/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3085 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 8:30-4  
Fax : 407-843-1070  
Email : A.PAOLI@GAICONCONSULTANTS.COM

Submitted: 11/19/12 07:41ET Oper: ABE Chan: MEB Mbrs :

OK1366 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1:  
Level 2:  
Level 3:  
Level 4:

OK5736 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

CPO582 KENNY HO 386-506-5754  
CITY OF PORT ORANGE, FLORIDA  
1000 CITY CENTER CIR  
PORT ORANGE, FL 32129

Level 1: NO CHARGE FOR ON SITE REVIEW \$7.00 PER SHEET FOR COPIES OF PLANS  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

FPLVOL TRACY STERN\*\* 888-868-9554  
FLORIDA POWER & LIGHT  
2900 CATHERINE ST  
PALATKA, FL 32177

Level 1: NO FEE  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SBF06 YCI377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED



# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 11/19/12 08:10:04ET 324200437-000 DESIGN STREET DESIGN TICKET Ticket : 324200437 Rev:000 Taken: 11/19/12 08:01ET

State: FL Crty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : PIONEER TRL  
Cross 1 : N I 95  
Within 1/4 mile: y

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO N. R/W LINE.

Remarks : DESIGN TICKET

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOC PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOC MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOC DOES NOT NOTIFY SSOOC MEMBERS OF THE RECEIPT BY SSOOC OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOC MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOC MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOC OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOC IN THE MANNER REQUIRED BY LAM. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY INTERSECTION \*\*\*

Grids : 2902A8100C

Work date: 11/19/12 Time: 08:03ET Hrs notc: 000 Category: 6 Duration: 03 MKS Due Date : 11/21/12 Time: 23:59ET Exp Date : 12/19/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/Oh/Both: U Machinery: N Depth: 3-5 Permits: N N/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr-2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3005 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-843-1070  
Email : A.PAOLI@GAICONSULTANTS.COM

Submitted: 11/19/12 08:01ET Oper: ABE Chan: MEB Mbrs :

CRS736 RANDY WALTER 386-424-3826  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

FPLVOL TRACY STERN\*\* 800-868-9554

FLORIDA POWER & LIGHT  
2900 CATHERINE ST  
PALATKA, FL 32177

Level 1: NO FEE  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SDF06

SL1695 SUNESYS FIBER CALL 267-927-2000

SUNESYS LLC  
202 TITUS AVE  
WARRINGTON, PA 18976

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

TCDEV BRIDGETT HACKETT 407-448-8254

TRAFFIC CONTROL DEVICES  
242 N. MESTMONTE DR.  
ALTAMONTE SPRINGS, FL 32714

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 11/19/12 08:10:11ET 324200463-000 DESIGN STREET DESIGN TICKET Ticket : 324200463 Rev:000 Taken: 11/19/12 08:04ET

State: FL Cnty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : PIONEER TRL  
Cross 1 : S I 95  
Within 1/4 mile: Y

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE.

Remarks : DESIGN TICKET

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY INTERSECTION \*\*\*

Grids : 2902A8100C

Work date: 11/19/12 Time: 08:05ET Hrs notc: 000 Category: 6 Duration: 03 MKS Due Date : 11/21/12 Time: 23:59ET Exp Date : 12/19/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Uq/Oh/Both: U Machinery: N Depth: 3-5 Permits: N N/A Done for: DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3085 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-843-1878  
Email : A.PAOLI@GAiconsultants.com

Submitted: 11/19/12 08:04ET Oper: ABE Chan: WEB Mbrs :

CR5736 RANDY WALTER 385-424-3826  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

FPLVOL TRACY STERN\*\* 888-868-9554  
FLORIDA POWER & LIGHT  
2900 CATHERINE ST  
PALATKA, FL 32177

Level 1: NO FEE  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

58F06  
SL1695 SUMESYS FIBER CALL 267-927-2000  
SUMESYS LLC  
202 TITUS AVE  
HARRINGTON, PA 18976

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

TCDEV BRIDGETT HACKETT 407-448-8854  
TRAFFIC CONTROL DEVICES  
242 N. WESTHORPE DR.  
ALTAMONTE SPRINGS, FL 32714

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER



# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 11/20/12 06:42:52ET 325200181-000 DESIGN STREET DESIGN TICKET Ticket : 325200181 Rev:000 Taken: 11/20/12 06:41ET

State: FL Crty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : PIONEER TRL  
Cross 1 : TURBULL BAY RD  
Within 1/4 mile: Y

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE

Remarks : DESIGN TICKET

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOC PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOC MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOC DOES NOT NOTIFY SSOOC MEMBERS OF THE RECEIPT BY SSOOC OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOC MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOC MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOC OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOC IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY INTERSECTION \*\*\*

Grids : 2902A81000

Work date: 11/20/12 Time: 06:42ET - Hrs notc: 000 Category: 6 Duration: 03 MRS Due Date : 11/26/12 Time: 23:59ET Exp Date : 12/20/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/On/Both: U Machinery: N Depth: 3-5 Permits: N N/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8390 Ext: 3085 Contact : JENNIFER RAFFERTY Phone: 407-423-8390  
BestTime: 6:30-4  
Fax : 407-843-1070  
Email : A.PAOLI@GAICONCONSULTANTS.COM

Submitted: 11/20/12 06:41ET Oper: ABE Chan: MEB Mbrs :

CMS736 RANDY WALTER 386-424-3826  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

FPLVOL TRACY STERN\*\* 888-868-9554

FLORIDA POWER & LIGHT  
2900 CATHERINE ST  
PALATKA, FL 32177

Level 1: NO FEE  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SBF06

TCI377 LARRY HENDERSON 386-446-1420

BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED

Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

CONFIRM 00000 CALL SUNSHINE 11/19/12 08:15:24ET 324200485-000 DESIGN STREET DESIGN TICKET Ticket : 324200485 Rev:000 Taken: 11/19/12 08:07ET

State: FL Cnty: VOLUSIA GeoPlace: GLENCOE  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : PIONEER TRL  
Cross 1 : SUGAR MILL DR  
Within 1/4 mile: Y

Locat: DESIGN TICKET: FROM N. R/W LINE TO S. R/W LINE AND FROM E. R/W LINE TO W. R/W LINE.

Remarks : DESIGN TICKET

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY INTERSECTION \*\*\*

Grids : 2901A8958A

Work date: 11/19/12 Time: 08:08ET Hrs notc: 000 Category: 6 Duration: 03 MKS Due Date : 11/21/12 Time: 23:59ET Exp Date : 12/19/12 Time: 23:59ET Work type: UNDERGROUND CONSTRUCTION Boring: N White-lined: N Ug/Oh/Both: U Machinery: N Depth: 3-5 Permits: N N/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3885 Contact : JENNIFER RAFFERTY Phone: 407-423-8398  
BestTime: 6:30-4  
Fax : 407-843-1070  
Email : A.PAOLI@GAICONCONSULTANTS.COM

Submitted: 11/19/12 08:07ET Oper: ABE Chan: MEB Mbrs :

CK1366 RANDY WALTER 386-424-3826  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1:  
Level 2:  
Level 3:  
Level 4:

CK5736 RANDY WALTER 386-424-3826  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SBF06

SFN477 DAN SCRIBBEN 386-668-9319  
FLORIDA PUBLIC UTILITIES CO  
450 S Hwy 17-92  
PO BOX 248  
DE BARY, FL 32713

Level 1:  
Level 2:  
Level 3:  
Level 4:

TC1377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED



# Regular Meeting - April 9, 2013

City of New Smyrna Beach ♦ Multi-Use Trail Phase 2 Bicycle/Pedestrian Feasibility Study ♦ A091305.04

## Exhibit 7 Utility Data – Section C

CONFIRM 000000 CALL SUNSHINE 12/13/12 13:14:40ET 348204123-000 DESIGN GRID Ticket : 348204123 Rev:000 Taken: 12/13/12 13:00ET

State: FL Cnty: VOLUSIA GeoPlace: NEW SMYRNA BEACH  
CallerPlace: NEW SMYRNA BEACH  
Subdivision:

Address :  
Street : WILLIAMSON BLVD  
Cross 1 : SR 44  
Within 1/4 mile: Y

Locat: DESIGN FOR R/O/W TO R/O/W ON WILLIAMSON BLVD FROM SR 44 N 2300FT, THEN THE ROAD TURNS RIGHT HEADING NE APPROX 200FT, THEN THE ROAD TURNS E APPROX 1950FT STOPPING AT I 95. THIS IS N OF SQUARE SHAPED LAKE.

Remarks : GRID PER DESIGN  
IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOOCF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOOCF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOOCF DOES NOT NOTIFY SSOOCF MEMBERS OF THE RECEIPT BY SSOOCF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOOCF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOOCF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOOCF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOOCF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY MANUAL \*\*\*

Grids : 2900A0059A 2900A0059B 2900B0059B 2901D0059A 2901D0059B  
Grids : 2901D0059C

Work date: 12/13/12 Time: 13:03ET Hrs notc: 000 Category: 6 Duration: UNKNOWN Due Date : 12/17/12 Time: 23:59ET Exp Date : 01/14/13 Time: 23:59ET Work type: DESIGN Boring: N White-lined: N  
Up/Oh/Both: U Machinery: N Depth: UNK Permits: N N/A Done for : DESIGN

Company : G A I CONSULTANTS Type: CONT  
Co addr : 618 E SOUTH ST  
Co addr2: SUITE 700  
City : ORLANDO State: FL Zip: 32801  
Caller : ABEL PAOLI Phone: 407-423-8398 Ext: 3885 Contact : DESIGN Phone:  
BestTime: 6:30-4  
Fax : 407-843-1070  
Email : [A.PAOLIRGAI@CONSULTANTS.COM](mailto:A.PAOLIRGAI@CONSULTANTS.COM)

Submitted: 12/13/12 13:00ET Oper: KIM

Mbrs :  
CXL366 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

Level 1:  
Level 2:  
Level 3:  
Level 4:

CNS736 RANDY WALTER 386-424-3026  
UTILITIES COMMISSION, C/O NEW SMYRNA BCH  
P O BOX 100  
NEW SMYRNA BEACH, FL 32170

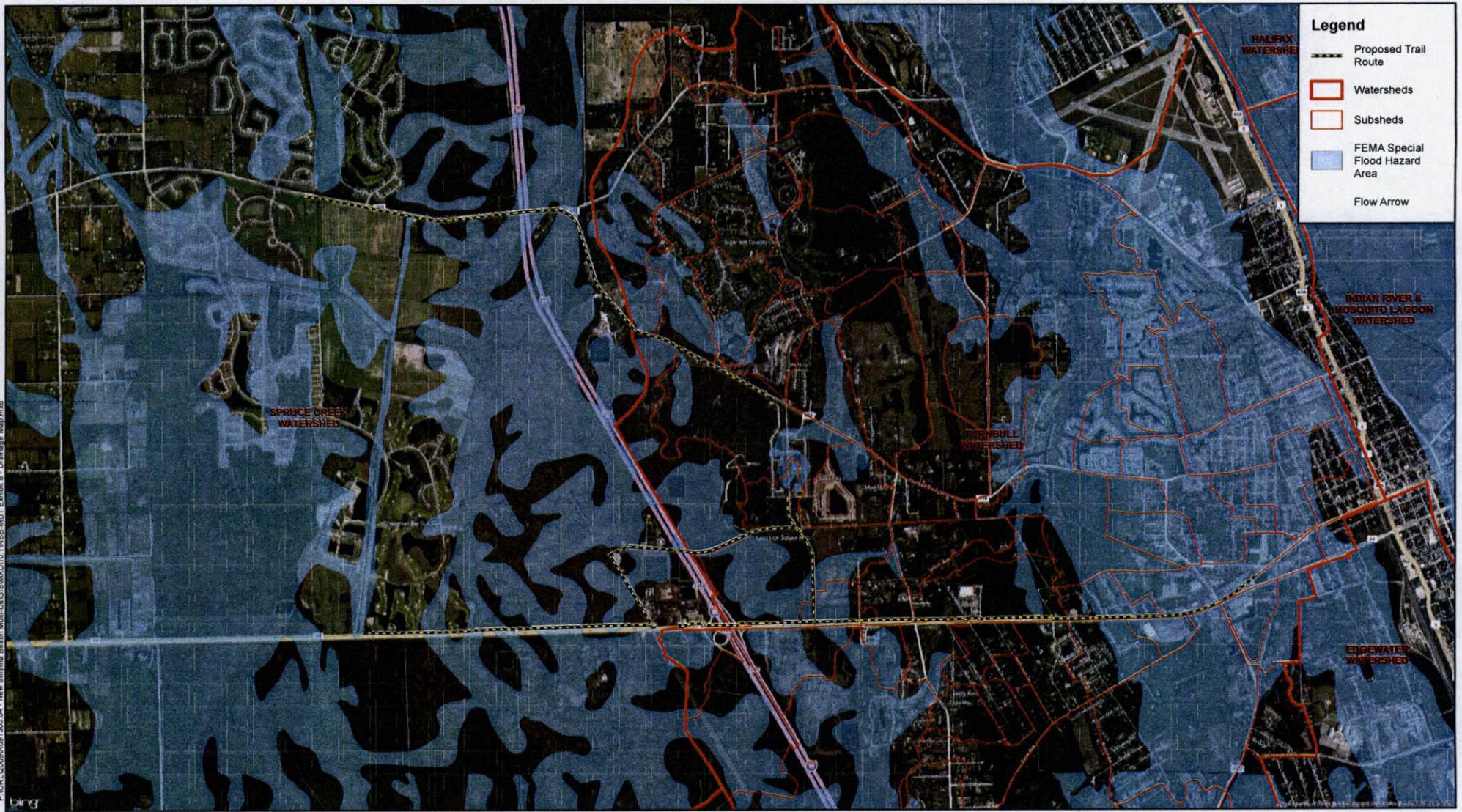
Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

SBP86  
TCOEY BRIDGETT HACKETT 407-448-8854  
TRAFFIC CONTROL DEVICES  
242 N. WESTMONT DR.  
ALTA MONTE SPRINGS, FL 32714

Level 1: SERVICES NOT PROVIDED BY MEMBER  
Level 2: SERVICES NOT PROVIDED BY MEMBER  
Level 3: SERVICES NOT PROVIDED BY MEMBER  
Level 4: SERVICES NOT PROVIDED BY MEMBER

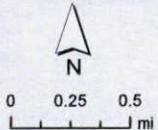
TCI377 LARRY HENDERSON 386-446-1420  
BRIGHT HOUSE NETWORKS, LLC  
211 ST. JOE PLAZA  
PALM COAST, FL 32164

Level 1: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 2: \$91.50 PER HR/2 HR min. request will need to be in writing on requesting company's letterhead along with copy of locate ticket number and site map. Allow 30 days for response.  
Level 3: \$118.61 Per hour. Locate &/or on site meeting to be scheduled after normal business hours, Monday thru Friday.  
Level 4: SERVICE NOT PROVIDED



P:\GIS\0005\A091305\_04 - New Smyrna Beach Multi-Use\GIS\MXD\10 INSE-MUT Exhibit 8 - Drainage Map.mxd

GIS Data Source: GAI Consultants, Inc., Volusia County GIS; FEMA GIS Library

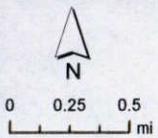


## Drainage Map

### New Smyrna Beach Multi-Use Trail - Phase 2

### Exhibit 8



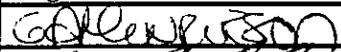


# Wetland Map

## New Smyrna Beach Multi-Use Trail - Phase 2

### Exhibit 8A



<b>Department Making Request: Planning and Engineering</b>		
Meeting Date: 1 <sup>st</sup> Reading: 4/9/12                      2 <sup>nd</sup> Reading: N/A		
<b>Action Item Title: Volusia County Transportation Planning Organization Reapportionment – Resolution of Support</b>		
Agenda Section:              Consent <input checked="" type="checkbox"/> Public Hearing              Special Items		
<p><b>Summary Explanation and Background:</b> Federal law requires that every urbanized area with 50,000 or more population must be represented by a metropolitan planning organization (MPO) which shall be responsible for carrying out a comprehensive, coordinated and continuing planning process resulting in plans and priorities for the expenditure of federal transportation funds. The Volusia Transportation Planning Organization (VTPO) is the officially recognized MPO for the metropolitan planning area that encompasses the Daytona Beach – Port Orange Urbanized Area and the Deltona Urbanized Area.</p> <p>When the Bureau of the Census designates a new urbanized area that is not within an existing MPO planning area boundary, the planning area boundary must be adjusted to encompass the new urban area, and the voting membership must be reapportioned to maintain fair and equitable representation of the affected population.</p> <p>The VTPO planning area boundary currently encompasses approximately 1,437 square miles including all of Volusia County and its 16 cities: Daytona Beach, Daytona Beach Shores, DeBary, DeLand, Deltona, Edgewater, Holly Hill, Lake Helen, New Smyrna Beach, Oak Hill, Orange City, Ormond Beach, Pierson, Ponce Inlet, Port Orange, and South Daytona, as well as Beverly Beach Flagler Beach in Flagler County. The remainder of Flagler County and all of Putnam County are not part of a MPO. Flagler County includes the Palm Coast area which was determined by the 2010 Census to be an urbanized area contiguous to the Daytona Beach – Port Orange Urbanized Area. This expanded urbanized area is officially recognized as the Palm Coast – Daytona Beach – Port Orange Urbanized Area. This proposed planning area boundary adds to the current planning area all areas of Flagler County that are within the Palm Coast – Daytona Beach – Port Orange Urbanized Area, as well as the contiguous areas that are expected to become urbanized within the 20-year forecast period. Both the Deltona Urbanized Area and the Palm Coast – Daytona Beach – Port Orange Urbanized Area are fully contained by the proposed planning area boundary.</p> <p>The Volusia TPO Board adopted the reapportionment plan, which is attached to the resolution, on March 26, 2013. The City of New Smyrna Beach will continue to have an appointed representative from the City Commission on the TPO Board.</p>		
<b>Recommended Action/Motion:</b>		
Funding Analysis: Budgeted _____ If not budgeted, recommended funding account:		
<b>Exhibits Attached: Resolution Supporting TPO Reapportionment</b>		
Reviewed By:	Name	Signature
Department Director:	Gail Henrikson	
City Attorney	Frank Gummey	
City Manager	Pam Brangaccio	
Commission Action:		

**RESOLUTION NO. 16-13**

**A RESOLUTION SUPPORTING THE PLANNING AREA BOUNDARY ADJUSTMENT AND MEMBERSHIP REAPPORTIONMENT PLAN TO EXPAND THE METROPOLITAN PLANNING AREA BOUNDARY AND TO REAPPORTION THE VOTING MEMBERSHIP OF THE VOLUSIA TRANSPORTATION PLANNING ORGANIZATION; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

*WHEREAS*, the City of New Smyrna Beach is responsible for community planning that supports growth and development activities within the City and for pursuing the development of a transportation system that meets these needs; and

*WHEREAS*, the United States Census Bureau has designated the Palm Coast-Daytona Beach-Port Orange Urbanized Area which encompasses the City of New Smyrna Beach; and

*WHEREAS*, federal transportation regulations require the establishment of a Metropolitan Planning Organization (MPO) to conduct coordinated transportation planning activities for Urbanized Areas and to establish a Metropolitan Planning Area (MPA) that defines the geographical planning area boundary; and

*WHEREAS*, the Volusia Transportation Planning Organization (TPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for the currently established Metropolitan Planning Area (MPA) which includes the Daytona Beach-Port Orange Urbanized Area and the Deltona Urbanized Area; and

*WHEREAS*, the U.S. Census Bureau has redefined the Daytona Beach-Port Orange Urbanized Area as having a contiguous population that has been expanded beyond the current Metropolitan Planning Area (MPA) to include portions of the cities of Palm Coast and Bunnell and portions of Flagler County and renamed it the Palm Coast-Daytona Beach-Port Orange Urbanized Area; and

*WHEREAS*, Federal Regulations Title 23, Part 450 and Florida Statutes 339.175 require that the Volusia TPO expand its planning area boundary to include the updated Census Urbanized Area and reapportion its membership in accordance with the results of the United States Census; and

39           **WHEREAS**, the Volusia TPO, through the efforts of a  
40 Reapportionment Subcommittee, has met to discuss and develop  
41 recommendations to the Volusia TPO Board that address the changes  
42 in the TPO planning area boundary and membership to accommodate the  
43 expanded urbanized area; and

44           **WHEREAS**, the City of New Smyrna Beach has worked with the  
45 Volusia TPO, the cities of Palm Coast and Bunnell and the County of  
46 Flagler and with the Florida Department of Transportation in the  
47 development of a reapportionment plan that addresses the  
48 requirements identified in state and federal laws pertaining to the  
49 planning area boundary and membership; and

50           **WHEREAS**, the Volusia TPO Board has, as a result of these  
51 deliberations, recommended a reapportionment plan (as identified in  
52 "Attachment A" to this Resolution) which includes a planning area  
53 boundary and membership encompassing all or portions of the City of  
54 New Smyrna Beach.

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

57           **SECTION 1:**           That the City of New Smyrna Beach:

- 58           A.   Formally supports the recommended "Planning Area Boundary  
59           Adjustment and Membership Reapportionment Plan" which  
60           outlines the expanded metropolitan planning area boundary  
61           and membership; and
- 62           B.   The City of New Smyrna Beach directs the Mayor to execute  
63           this Resolution of support for the items outlined in the  
64           plan (as identified in "Attachment A" to this Resolution  
65           and to forward this Resolution to the Volusia TPO for  
66           submission to the Secretary of the Florida Department of  
67           Transportation (FDOT); and
- 68           C.   That the City of New Smyrna Beach directs the City's  
69           appointed Volusia TPO Board Representative, Commissioner  
70           Jason McGuirk, to continue working with the

**PAGE 2 OF 3**

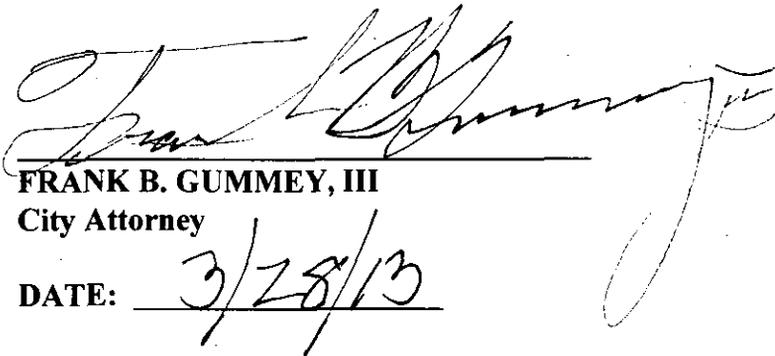
Volusia County Transportation Planning  
Organization - Resolution of Support  
Reading April 9, 2013  
March 28, 2013  
2:25 PM

71 Reapportionment Subcommittee, Bylaws Subcommittee and  
72 other interested members of the Volusia TPO as required  
73 to accomplish the additional activities needed for the  
74 full integration of new members.

75 **SECTION 2:** That all resolutions or parts thereof that are in  
76 conflict with this resolution are hereby rescinded or repealed.

77 **SECTION 3:** That this resolution shall take effect immediately  
78 upon its final passage.

79 **APPROVED AS TO FORM AND CORRECTNESS:**

80   
81 **FRANK B. GUMMEY, III**  
82 **City Attorney**  
83 **DATE:** 3/28/13

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# **PLANNING AREA BOUNDARY ADJUSTMENT and MEMBERSHIP REAPPORTIONMENT PLAN**

*A plan to expand the Volusia Transportation Planning Organization's planning area boundary and to reapportion the voting membership for the purpose of ensuring fair and equitable representation of the affected population and complying with applicable federal and state requirements.*

Volusia Transportation Planning Organization  
2570 W. International Speedway Blvd., Suite 100  
Daytona Beach, FL 32114  
(386) 226-0422  
[www.volusiatpo.org](http://www.volusiatpo.org)

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## **PLANNING AREA BOUNDARY ADJUSTMENT and MEMBERSHIP REAPPORTIONMENT PLAN**

### **INTRODUCTION**

Federal law requires that every urbanized area with a population of 50,000 or more must be represented by a metropolitan planning organization (MPO) which shall be responsible for carrying out a comprehensive, coordinated and continuing planning process resulting in plans and priorities for the expenditure of federal transportation funds. The Volusia Transportation Planning Organization (VTPO) is the officially recognized MPO for the metropolitan planning area previously designated as the Daytona Beach – Port Orange Urbanized Area and the Deltona Urbanized Area.

*On November 2, 2012, the Florida Department of Transportation officially notified the VTPO that it was required to adjust its planning area boundary outward to encompass the Palm Coast – Daytona Beach – Port Orange Urbanized Area.*

When the Bureau of the Census designates a new urbanized area that is not within an existing MPO planning area boundary, the planning area boundary must be adjusted to encompass the new urban area, and the voting membership must be reapportioned to maintain fair and equitable representation of the affected population. The Federal Register Volume 77, Number 59 (Tuesday, March 27, 2012) identified a new urbanized area contiguous to the Daytona Beach – Port Orange Urbanized Area, but extending beyond the VTPO's existing planning area boundary. The new Urbanized Area is designated as the Palm Coast – Daytona Beach – Port Orange Urbanized Area. Figure 1 provides a graphic illustration of this urbanized area, as well as the Deltona Urbanized Area, which is also included in the current Volusia TPO Planning Area.

On November 2, 2012, the Florida Department of Transportation officially notified the VTPO that it was required to adjust its planning area boundary outward to encompass the expanded urban area.

This report documents the activities undertaken to accomplish reapportionment of the Volusia TPO and proposes changes for review and endorsement by the Governor.

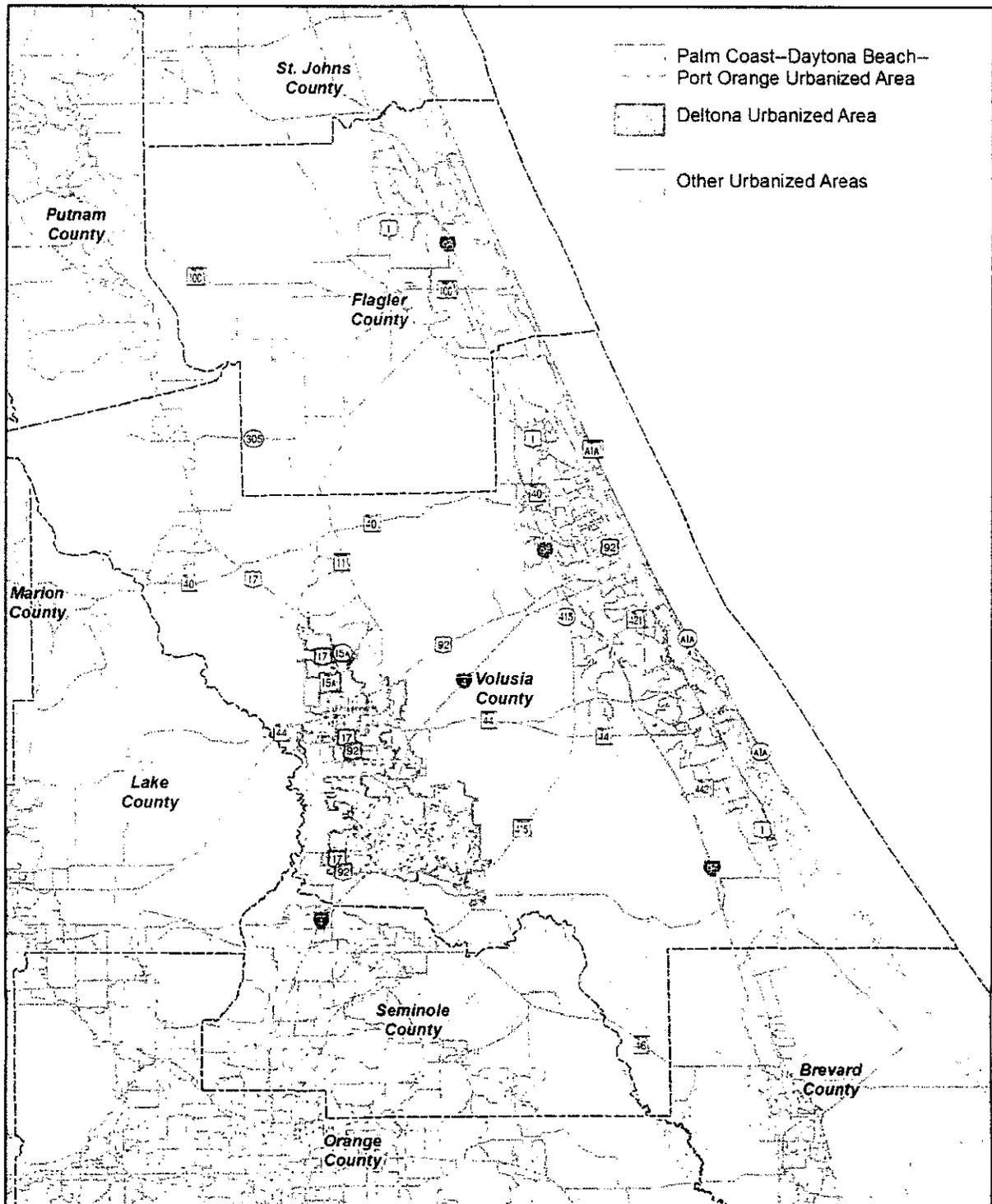
### **MINIMUM REQUIREMENTS AND APPROVAL PROCESS**

Title 23 U.S.C. s.134 and Chapter 339.175, Florida Statutes prescribe the minimum requirements for delineating the planning area boundary and for apportioning the voting membership of an MPO, as well as the procedure for the development and approval of such boundary and membership.

#### **Planning Area Boundary**

The jurisdictional boundaries of an MPO are determined by agreement between the Governor and the applicable MPO. They must encompass at least the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, and may encompass the entire metropolitan statistical area or the consolidated metropolitan statistical area.

Figure 1 - 2010 Census Urban Areas



**Membership**

The voting membership of an MPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis

by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations. The Governor, in accordance with 23 U.S.C. s. 134, may also provide for MPO members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area boundary that do not have members on the MPO. County commission members shall compose not less than one-third of the MPO membership, except for an MPO with more than 15 members located in a county with a five-member county commission or an MPO with 19 members located in a county with no more than six county commissioners, in which case county commission members may compose less than one-third percent of the MPO membership, but all county commissioners must be members. All voting members shall be elected officials of general-purpose local governments, except that an MPO may include, as part of its apportioned voting members, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, or an official of Space Florida. As used in this section, the term "elected officials of a general-purpose local government" shall exclude constitutional officers, including sheriffs, tax collectors, supervisors of elections, property appraisers, clerks of the court, and similar types of officials. County commissioners shall compose not less than 20 percent of the MPO membership if an official of an agency that operates or administers a major mode of transportation has been appointed to an MPO.

In metropolitan areas in which authorities or other agencies have been or may be created by law to perform transportation functions and are performing transportation functions that are not under the jurisdiction of a general-purpose local government represented on the MPO, they shall be provided voting membership on the MPO. In all other MPO's where transportation authorities or agencies are to be represented by elected officials from general-purpose local governments, the MPO shall establish a process by which the collective interests of such authorities or other agencies are expressed and conveyed.

## **CURRENT PLANNING AREA BOUNDARY AND VOTING MEMBERSHIP**

### **History**

The Volusia Transportation Planning Organization was formed and organized on January 18, 1977 as the Daytona Beach Urbanized Area MPO. Originally, it included only the Daytona Beach (coastal) area of Volusia County. In 1988, the planning area boundary was expanded to include all of Volusia County recognizing that the Deltona/DeLand/DeBary area would be designated an urbanized area with the release of the 1990 Census data. In 2004, the VTPO again found it necessary to expand the planning area boundary, this time to include Flagler Beach and Beverly Beach in Flagler County which had been designated as part of the Daytona Beach – Port Orange Urbanized Area.

### **Planning Area Boundary**

The VTPO planning area boundary currently encompasses approximately 1,437 square miles including all of Volusia County and its 16 cities: Daytona Beach, Daytona Beach Shores, DeBary, DeLand, Deltona, Edgewater, Holly Hill, Lake Helen, New Smyrna Beach, Oak Hill, Orange City,



abut to the west. Seminole County is fully included in the MetroPlan Orlando MPO. Lake County is fully included in the Lake-Sumter MPO. Flagler County and Putnam County abut to the north. As noted above, a small part of Flagler County (Beverly Beach and Flagler Beach) is currently included in the VTPO planning area boundary. The remainder of Flagler County and all of Putnam County are not part of a MPO. Flagler County includes the Palm Coast area which was determined by the 2010 Census to be an urbanized area contiguous to the Daytona Beach – Port Orange Urbanized Area. This expanded urbanized area is officially recognized as the Palm Coast – Daytona Beach – Port Orange Urbanized Area.

### **Membership**

The members of the TPO Board consist of elected representatives from all 19 jurisdictions. The Board itself consists of 19 voting members, capped by state law, with the following distribution:

- Volusia County – six seats and therefore six votes
- Each of the 10 major cities (defined as population > than 10,000) has one seat and one vote. The major cities consist of Daytona Beach (the identified Central City), Deltona, DeLand, Ormond Beach, Holly Hill, South Daytona, Port Orange, New Smyrna Beach, Edgewater, and DeBary.
- The smaller cities are divided into three voting blocks, each with one vote: (1) Flagler Beach and Beverly Beach; (2) Ponce Inlet, Oak Hill and Daytona Beach Shores; (3) Pierson, Lake Helen and Orange City.

Non-voting members on the VTPO Board include the FDOT District 5 Secretary (or his/her designee)(advisory only), a representative from the Volusia County School Board, the Chairman of the Technical Coordinating Committee, the Chairman of the Citizens' Advisory Committee, and the Chairman of the Bicycle/Pedestrian Advisory Committee.

The area transit agency is Votran. Votran is an arm of the Volusia County Government, as is the Daytona Beach International Airport. Both entities are represented by the six county seats on the board.

Table 1 on page 6 shows the current voting membership, the weight given to each vote, and the 2010 population represented by each vote.

**Table 1 - Current Voting Membership**

Representation	Seats	Seat Weight	2010 Population
<b>County Representation</b>	<b>6</b>	<b>33.33%</b>	
Volusia County	6	5.56%	116,715 <sup>1</sup>
<b>Municipal Representation</b>	<b>13</b>	<b>66.67%</b>	
<b>Larger City Total</b>	<b>10</b>	<b>61.64%</b>	
Deltona	1	14.84%	85,182
Daytona Beach	1	10.63%	61,005
Port Orange	1	9.77%	56,048
Ormond Beach	1	6.64%	38,137
DeLand	1	4.71%	27,031
New Smyrna Beach	1	3.91%	22,464
Edgewater	1	3.62%	20,750
DeBary	1	3.37%	19,320
South Daytona	1	2.13%	12,252
Holly Hill	1	2.03%	11,659
<b>Small Cities Group 1</b>	<b>1</b>	<b>2.61%</b>	<b>14,959</b>
Orange City	Shared	-	10,599
Lake Helen	Shared	-	2,624
Pierson	Shared	-	1,736
<b>Small Cities Group 2</b>	<b>1</b>	<b>1.58%</b>	<b>9,071</b>
Ponce Inlet	Shared	-	3,032
Daytona Beach Shores	Shared	-	4,247
Oak Hill	Shared	-	1,792
<b>Small Cities Group 3</b>	<b>1</b>	<b>0.84%</b>	<b>4,822</b>
Flagler Beach	Shared	-	4,484
Beverly Beach	Shared	-	338
<b>TOTAL</b>	<b>19</b>	<b>100.00%</b>	<b>499,415</b>

<sup>1</sup> Volusia County unincorporated area population

**PROPOSED PLANNING AREA BOUNDARY AND VOTING MEMBERSHIP**

**Proposed Planning Area Boundary**

Figure 4 on page 7 shows the proposed planning area boundary in relation to the Census-designated urbanized areas and current municipal boundaries. This proposed planning area boundary adds to the current planning area all areas of Flagler County that are within the Palm Coast – Daytona Beach – Port Orange Urbanized Area, as well as the contiguous areas that are expected to become urbanized within the 20-year forecast period. Both the Deltona Urbanized Area and the Palm Coast – Daytona Beach – Port Orange Urbanized Area are fully contained by the proposed planning area boundary.

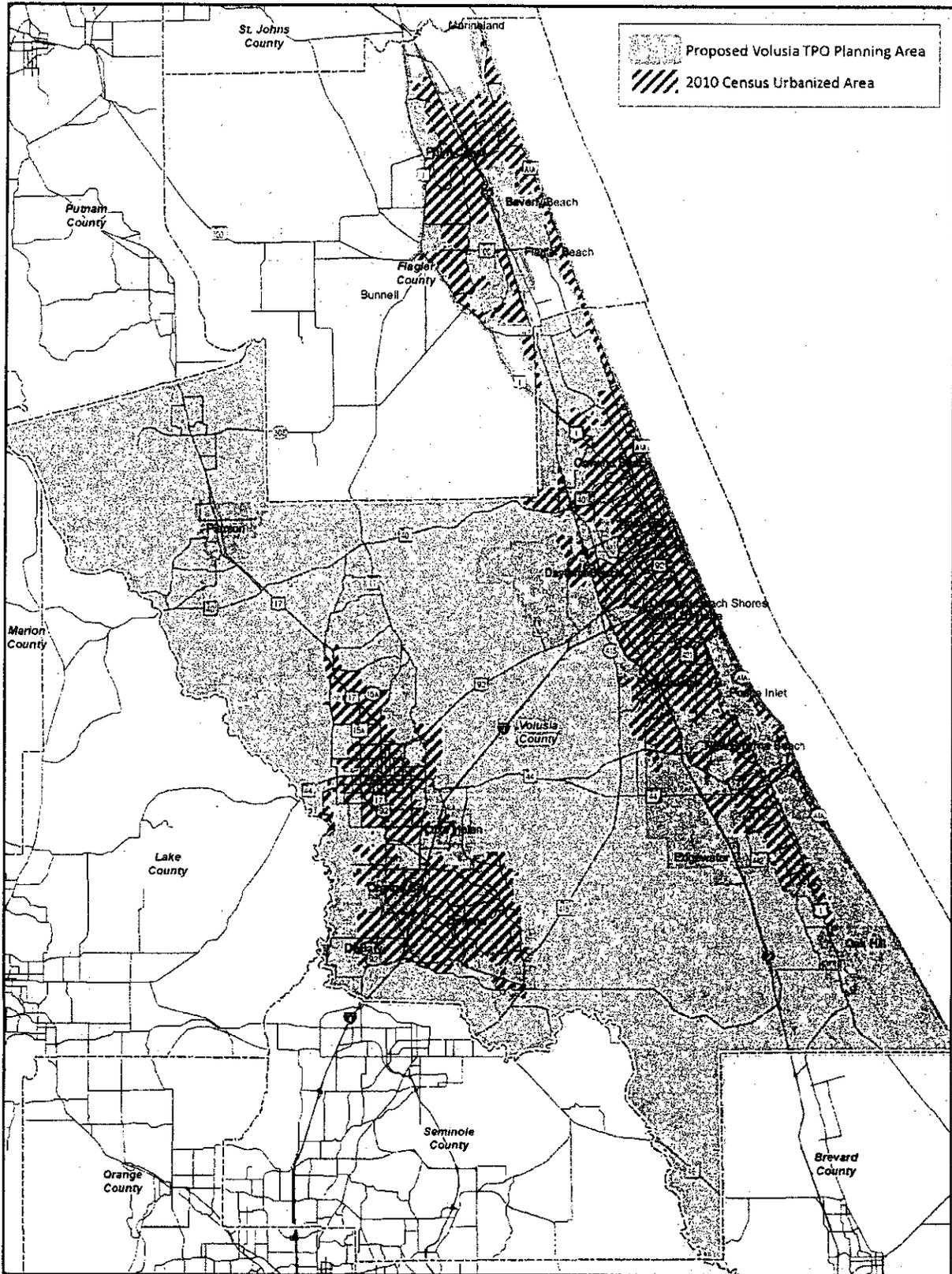


Figure 3 - Proposed Volusia TPO Planning Area

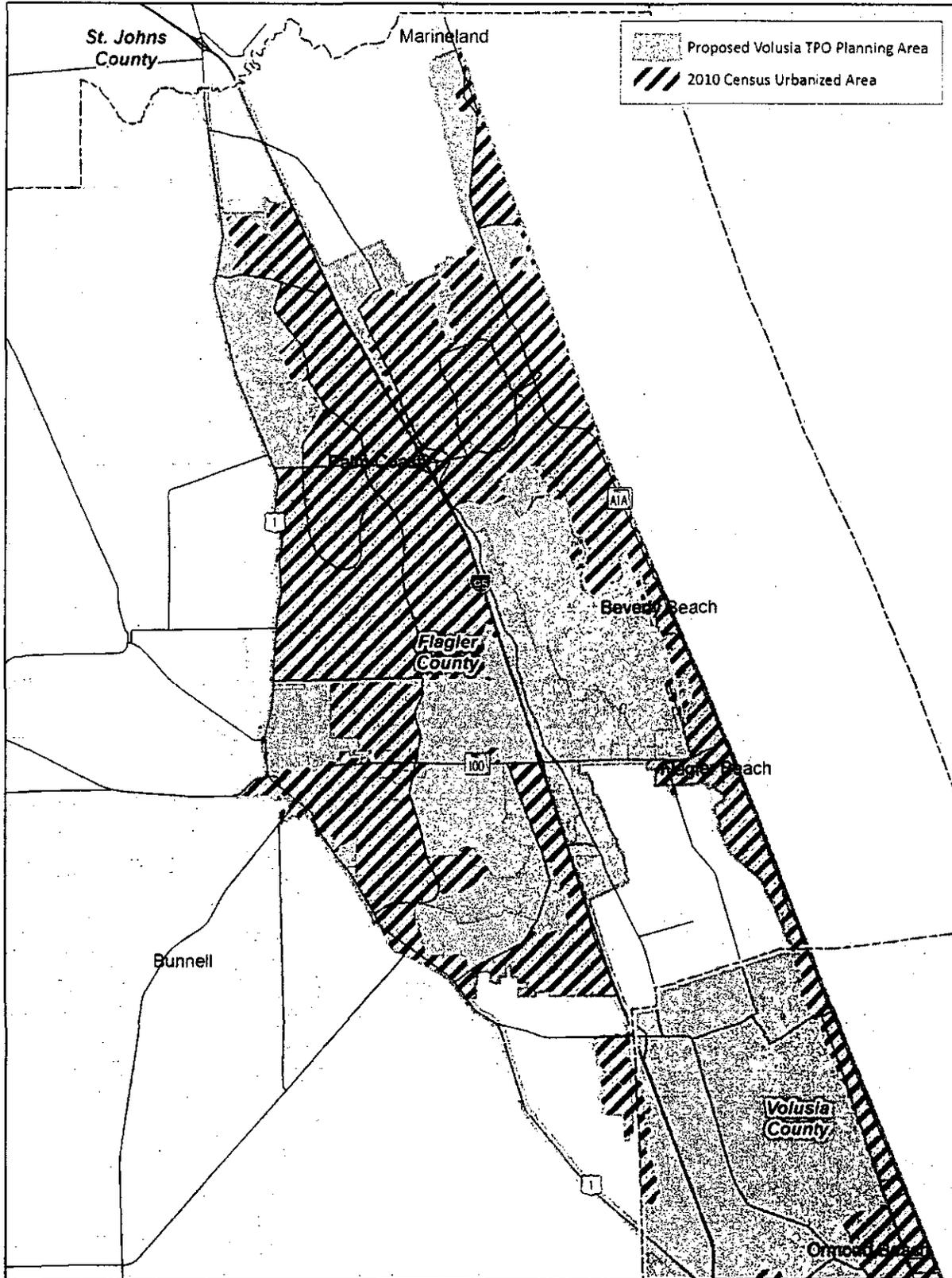


Figure 4 - Proposed VTPO Planning Area (Flagler County Detail)

**Table 2- Current and Proposed Planning Area Characteristics**

	Current Planning Area	Proposed Planning Area
<b>Population (2010)</b>	<b>499,415</b>	<b>582,189</b>
<b>Land Area (square miles)</b>	<b>1,104.06</b>	<b>1,186.30</b>
<b>Roadway Miles</b>		
Interstate Highways	73.6	92.3
Non-Interstate State Highways	311.9	354.9
Federal Aid Eligible Roadways	839.9	977.1
National Highway System	106.1	124.7
Surface Transportation Program	733.8	852.4

**Proposed Membership**

The proposed voting membership will include the maximum permitted 19 seats. Volusia County membership will decrease from six seats to five and a Flagler County seat will be added. These six county seats will represent 33.33% of the total vote. Volusia County's five seats and Flagler County's one seat will be weighted in proportion to each county's share of the total unincorporated area population within the planning area. Volusia County's five seats will be weighted equally at 6.36% and Flagler County's seat will be weighted at 1.51%.

Of the remaining 13 seats, one will be held by each of the 12 cities with the greatest population, and one will be held collectively by the eight remaining smallest cities. These eight smallest cities will comprise the Small Cities Alliance, and they will determine among themselves how the seat will be represented. The 13 seats represent 66.67% of the total vote. Each seat will be weighted in proportion to the city's or Small Cities Alliance's share of the total incorporated area population within the planning area.

All voting members shall be elected officials.

There are no authorities or other agencies performing transportation functions within the proposed planning area boundary that are not under the jurisdiction of a general-purpose local government represented in this proposed voting membership.

In addition to these voting members, the following are included as non-voting members:

- the FDOT District 5 Secretary or his/her designee (advisory only),
- a representative from the Volusia County School Board,
- the Chairman of the Technical Coordinating Committee,
- the Chairman of the Citizens' Advisory Committee, and
- the Chairman of the Bicycle/Pedestrian Advisory Committee.

As evidenced by the attached resolutions of support, the cities and counties affected by the proposed planning area boundary expansion *[or the general-purpose local governments representing more than 75% of the affected population]* agree that this proposed voting

membership apportionment does reflect an "equitable geographic-population ratio" as required by law.

**Table 3 - Proposed Voting Membership Reapportionment**

Jurisdiction	Seats	Seat Weight	2010 Population
<b>County Representation</b>	<b>6</b>	<b>33.33%</b>	<b>122,206<sup>1</sup></b>
Volusia County	1	6.36%	116,655 <sup>1</sup>
Volusia County	1	6.36%	
Volusia County	1	6.36%	
Volusia County	1	6.36%	
Volusia County	1	6.36%	
Flagler County	1	1.51%	5,551 <sup>1</sup>
<b>Municipal Representation</b>	<b>13</b>	<b>66.67%</b>	<b>459,983</b>
<b>Larger City Total</b>	<b>12</b>	<b>63.72%</b>	<b>439,629</b>
Deltona	1	12.35%	85,182
Palm Coast	1	10.90%	75,182
Daytona Beach	1	8.84%	61,005
Port Orange	1	8.12%	56,048
Ormond Beach	1	5.53%	38,137
DeLand	1	3.92%	27,031
New Smyrna Beach	1	3.26%	22,464
Edgewater	1	3.01%	20,750
DeBary	1	2.80%	19,320
South Daytona	1	1.78%	12,252
Holly Hill	1	1.69%	11,659
Orange City	1	1.54%	10,599
<b>Small Cities Alliance</b>	<b>1</b>	<b>2.95%</b>	<b>20,354</b>
Flagler Beach	Shared	-	4,484
Daytona Beach Shores	Shared	-	4,247
Ponce Inlet	Shared	-	3,032
Lake Helen	Shared	-	2,624
Bunnell	Shared	-	2,101
Oak Hill	Shared	-	1,792
Pierson	Shared	-	1,736
Beverly Beach	Shared	-	338
<b>TOTAL</b>	<b>19</b>	<b>100.00%</b>	<b>582,189</b>

<sup>1</sup>Unincorporated area population

**DECISION-MAKING PROCESS SUMMARY**

The development of the proposed reapportionment plan began in earnest at the annual VTPO Board retreat held on January 20, 2012. Current board members and elected and appointed officials from newly urbanized areas in Flagler County reviewed the requirements and other considerations relating to the anticipated planning area boundary expansion and membership reapportionment. They even carried out an exercise designed to encourage discussion of alternative reapportionment scenarios.

## Regular Meeting - April 9, 2013

Formal discussions regarding expansion of the planning area boundary and reapportionment of the membership began on April 2, 2012 with the first meeting of the Reapportionment Subcommittee. The subcommittee was comprised of a subset of the VTPO Board. The subcommittee presented a recommendation for a revised boundary to the VTPO Board on May 22, 2012, and the board approved an expanded planning area boundary that included "the urbanized area and the city limits of Palm Coast that are east of US 1."

Subsequent meetings and discussions were expanded to include input from Flagler County, Palm Coast and Bunnell. Additional adjustments to the planning area were necessary to resolve issues and to accommodate requests from Flagler County, Palm Coast, Bunnell and Flagler Beach. Additional deliberations occurred in response to preliminary input by the FDOT Office of Policy Planning.

This plan was presented in draft form to the VTPO Board on February 26, 2013 and again for approval on March 26, 2013. Subsequent to approval, the VTPO requested resolutions of support as required by s. 339.175, F.S. These are attached to this report.

**ADDENDUM**

**CHAPTER 339.175, F.S. – state law applicable to the definition of MPO Planning Area and Voting Membership**

**339.175 Metropolitan planning organization.—**

(1) **PURPOSE.**—It is the intent of the Legislature to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight and foster economic growth and development within and through urbanized areas of this state while minimizing transportation-related fuel consumption, air pollution, and greenhouse gas emissions through metropolitan transportation planning processes identified in this section. To accomplish these objectives, metropolitan planning organizations, referred to in this section as M.P.O.'s, shall develop, in cooperation with the state and public transit operators, transportation plans and programs for metropolitan areas. The plans and programs for each metropolitan area must provide for the development and integrated management and operation of transportation systems and facilities, including pedestrian walkways and bicycle transportation facilities that will function as an intermodal transportation system for the metropolitan area, based upon the prevailing principles provided in s. 334.046(1). The process for developing such plans and programs shall provide for consideration of all modes of transportation and shall be continuing, cooperative, and comprehensive, to the degree appropriate, based on the complexity of the transportation problems to be addressed. To ensure that the process is integrated with the statewide planning process, M.P.O.'s shall develop plans and programs that identify transportation facilities that should function as an integrated metropolitan transportation system, giving emphasis to facilities that serve important national, state, and regional transportation functions. For the purposes of this section, those facilities include the facilities on the Strategic Intermodal System designated under s. 339.63 and facilities for which projects have been identified pursuant to s. 339.2819(4).

(2) **DESIGNATION.**—

(a)1. An M.P.O. shall be designated for each urbanized area of the state; however, this does not require that an individual M.P.O. be designated for each such area. Such designation shall be accomplished by agreement between the Governor and units of general-purpose local government representing at least 75 percent of the population of the urbanized area; however, the unit of general-purpose local government that represents the central city or cities within the M.P.O. jurisdiction, as defined by the United States Bureau of the Census, must be a party to such agreement.

2. To the extent possible, only one M.P.O. shall be designated for each urbanized area or group of contiguous urbanized areas. More than one M.P.O. may be designated within an existing urbanized area only if the Governor and the existing M.P.O. determine that the size and complexity of the existing urbanized area makes the designation of more than one M.P.O. for the area appropriate.

(b) Each M.P.O. designated in a manner prescribed by Title 23 of the United States Code shall be created and operated under the provisions of this section pursuant to an interlocal agreement entered into pursuant to s. 163.01. The signatories to the interlocal agreement shall be the department and the governmental entities designated by the Governor for membership on the M.P.O. Each M.P.O. shall be considered separate from the state or the governing body of a local government that is represented on the governing board of the M.P.O. or that is a signatory to the interlocal agreement creating the M.P.O. and shall have such powers and privileges that are provided under s. 163.01. If there is a conflict between this section and s. 163.01, this section prevails.

(c) The jurisdictional boundaries of an M.P.O. shall be determined by agreement between the Governor and the applicable M.P.O. The boundaries must include at least the metropolitan planning

area, which is the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, and may encompass the entire metropolitan statistical area or the consolidated metropolitan statistical area.

(d) In the case of an urbanized area designated as a nonattainment area for ozone or carbon monoxide under the Clean Air Act, 42 U.S.C. ss. 7401 et seq., the boundaries of the metropolitan planning area in existence as of the date of enactment of this paragraph shall be retained, except that the boundaries may be adjusted by agreement of the Governor and affected metropolitan planning organizations in the manner described in this section. If more than one M.P.O. has authority within a metropolitan area or an area that is designated as a nonattainment area, each M.P.O. shall consult with other M.P.O.'s designated for such area and with the state in the coordination of plans and programs required by this section.

(e) The governing body of the M.P.O. shall designate, at a minimum, a chair, vice chair, and agency clerk. The chair and vice chair shall be selected from among the member delegates comprising the governing board. The agency clerk shall be charged with the responsibility of preparing meeting minutes and maintaining agency records. The clerk shall be a member of the M.P.O. governing board, an employee of the M.P.O., or other natural person. Each M.P.O. required under this section must be fully operative no later than 6 months following its designation.

(3) VOTING MEMBERSHIP.—

(a) The voting membership of an M.P.O. shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations. The Governor, in accordance with 23 U.S.C. s. 134, may also provide for M.P.O. members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the M.P.O. County commission members shall compose not less than one-third of the M.P.O. membership, except for an M.P.O. with more than 15 members located in a county with a 5-member county commission or an M.P.O. with 19 members located in a county with no more than 6 county commissioners, in which case county commission members may compose less than one-third percent of the M.P.O. membership, but all county commissioners must be members. All voting members shall be elected officials of general-purpose local governments, except that an M.P.O. may include, as part of its apportioned voting members, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, or an official of Space Florida. As used in this section, the term "elected officials of a general-purpose local government" shall exclude constitutional officers, including sheriffs, tax collectors, supervisors of elections, property appraisers, clerks of the court, and similar types of officials. County commissioners shall compose not less than 20 percent of the M.P.O. membership if an official of an agency that operates or administers a major mode of transportation has been appointed to an M.P.O.

(b) In metropolitan areas in which authorities or other agencies have been or may be created by law to perform transportation functions and are performing transportation functions that are not under the jurisdiction of a general-purpose local government represented on the M.P.O., they shall be provided voting membership on the M.P.O. In all other M.P.O.'s where transportation authorities or agencies are to be represented by elected officials from general-purpose local governments, the M.P.O. shall establish a process by which the collective interests of such authorities or other agencies are expressed and conveyed.

(c) Any other provision of this section to the contrary notwithstanding, a chartered county with over 1 million population may elect to reapportion the membership of an M.P.O. whose jurisdiction is wholly within the county. The charter county may exercise the provisions of this paragraph if:

## Regular Meeting - April 9, 2013

1. The M.P.O. approves the reapportionment plan by a three-fourths vote of its membership;
2. The M.P.O. and the charter county determine that the reapportionment plan is needed to fulfill specific goals and policies applicable to that metropolitan planning area; and
3. The charter county determines the reapportionment plan otherwise complies with all federal requirements pertaining to M.P.O. membership. Any charter county that elects to exercise the provisions of this paragraph shall notify the Governor in writing.

(d) Any other provision of this section to the contrary notwithstanding, any county chartered under s. 6(e), Art. VIII of the State Constitution may elect to have its county commission serve as the M.P.O., if the M.P.O. jurisdiction is wholly contained within the county. Any charter county that elects to exercise the provisions of this paragraph shall so notify the Governor in writing. Upon receipt of such notification, the Governor must designate the county commission as the M.P.O. The Governor must appoint four additional voting members to the M.P.O., one of whom must be an elected official representing a municipality within the county, one of whom must be an expressway authority member, one of whom must be a person who does not hold elected public office and who resides in the unincorporated portion of the county, and one of whom must be a school board member.

#### (4) APPORTIONMENT.—

(a) The Governor shall, with the agreement of the affected units of general-purpose local government as required by federal rules and regulations, apportion the membership on the applicable M.P.O. among the various governmental entities within the area. At the request of a majority of the affected units of general-purpose local government comprising an M.P.O., the Governor and a majority of units of general-purpose local government serving on an M.P.O. shall cooperatively agree upon and prescribe who may serve as an alternate member and a method for appointing alternate members who may vote at any M.P.O. meeting that an alternate member attends in place of a regular member. The method shall be set forth as a part of the interlocal agreement describing the M.P.O.'s membership or in the M.P.O.'s operating procedures and bylaws. The governmental entity so designated shall appoint the appropriate number of members to the M.P.O. from eligible officials. Representatives of the department shall serve as nonvoting advisers to the M.P.O. governing board. Additional nonvoting advisers may be appointed by the M.P.O. as deemed necessary; however, to the maximum extent feasible, each M.P.O. shall seek to appoint nonvoting representatives of various multimodal forms of transportation not otherwise represented by voting members of the M.P.O. An M.P.O. shall appoint nonvoting advisers representing major military installations located within the jurisdictional boundaries of the M.P.O. upon the request of the aforesaid major military installations and subject to the agreement of the M.P.O. All nonvoting advisers may attend and participate fully in governing board meetings but may not vote or be members of the governing board. The Governor shall review the composition of the M.P.O. membership in conjunction with the decennial census as prepared by the United States Department of Commerce, Bureau of the Census, and reapportion it as necessary to comply with subsection (3).

(b) Except for members who represent municipalities on the basis of alternating with representatives from other municipalities that do not have members on the M.P.O. as provided in paragraph (3)(a), the members of an M.P.O. shall serve 4-year terms. Members who represent municipalities on the basis of alternating with representatives from other municipalities that do not have members on the M.P.O. as provided in paragraph (3)(a) may serve terms of up to 4 years as further provided in the interlocal agreement described in paragraph (2)(b). The membership of a member who is a public official automatically terminates upon the member's leaving his or her elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the entity's governing board represented by the member. A vacancy shall be filled by the original appointing entity. A member may be reappointed for one or more additional 4-year terms.

Regular Meeting - April 9, 2013

(c) If a governmental entity fails to fill an assigned appointment to an M.P.O. within 60 days after notification by the Governor of its duty to appoint, that appointment shall be made by the Governor from the eligible representatives of that governmental entity.

**RESOLUTION \_\_\_\_\_-13**

**A RESOLUTION SUPPORTING THE PLANNING AREA  
BOUNDARY ADJUSTMENT AND MEMBERSHIP  
REAPPORTIONMENT PLAN TO EXPAND THE METROPOLITAN  
PLANNING AREA BOUNDARY AND TO REAPPORTION THE  
VOTING MEMBERSHIP OF THE VOLUSIA TRANSPORTATION  
PLANNING ORGANIZATION**

---

WHEREAS, the City of New Smyrna Beach is responsible for community planning that supports growth and development activities within the City and for pursuing the development of a transportation system that meets these needs; and

WHEREAS, the United States Census Bureau has designated the Palm Coast - Daytona Beach - Port Orange Urbanized Area which encompasses the City of New Smyrna Beach ; and

WHEREAS, federal transportation regulations require the establishment of a Metropolitan Planning Organization (MPO) to conduct coordinated transportation planning activities for Urbanized Areas and to establish a Metropolitan Planning Area (MPA) that defines the geographical planning area boundary; and

WHEREAS, the Volusia Transportation Planning Organization (TPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for the currently established Metropolitan Planning Area (MPA) which includes the Daytona Beach - Port Orange Urbanized Area and the Deltona Urbanized Area; and

WHEREAS, the U.S. Census Bureau has redefined the Daytona Beach - Port Orange Urbanized Area as having a contiguous population that has been expanded beyond the current Metropolitan Planning Area (MPA) to include portions of the cities of Palm Coast and Bunnell and portions of Flagler County and renamed it the Palm Coast - Daytona Beach - Port Orange Urbanized Area; and

WHEREAS, Federal Regulations Title 23, Part 450 and Florida Statutes 339.175 require that the Volusia TPO expand its planning area boundary to include the updated Census Urbanized Area and reapportion its membership in accordance with the results of the United States Census; and

WHEREAS, the Volusia TPO, through the efforts of a Reapportionment Subcommittee, has met to discuss and develop recommendations to the Volusia TPO Board that address the changes in the TPO planning area boundary and membership to accommodate the expanded urbanized area; and

WHEREAS, the City of New Smyrna Beach has worked with the Volusia TPO, the cities of Palm Coast and Bunnell and the County of Flagler and with the Florida Department of Transportation in the development of a reapportionment plan that addresses the requirements

1 identified in state and federal laws pertaining to the planning area boundary and membership;  
2 and

3  
4 WHEREAS, the Volusia TPO Board has, as a result of these deliberations,  
5 recommended a reapportionment plan (as identified in "Attachment A" to this Resolution) which  
6 includes a planning area boundary and membership encompassing all or portions of the City of  
7 New Smyrna Beach;

8  
9 NOW, THEREFORE, BE IT RESOLVED by the City of New Smyrna Beach that the:

- 10  
11 1. City of New Smyrna Beach formally supports the recommended "Planning Area  
12 Boundary Adjustment and Membership Reapportionment Plan" which outlines the  
13 expanded metropolitan planning area boundary and membership; and the  
14  
15 2. City of New Smyrna Beach directs the Mayor to execute this Resolution of support for  
16 the items outlined in the plan (as identified in "Attachment A" to this resolution) and to  
17 forward this Resolution to the Volusia TPO for submission to the Secretary of the  
18 Florida Department of Transportation (FDOT); and the  
19  
20 3. City of New Smyrna Beach directs the City's appointed Volusia TPO Board  
21 Representative, Commissioner Jason McGuirk, to continue working with the  
22 Reapportionment Subcommittee, Bylaws Subcommittee and other interested  
23 members of the Volusia TPO as required to accomplish the additional activities  
24 needed for the full integration of new members.

25  
26 DONE AND RESOLVED at the regularly convened meeting of the New Smyrna Beach  
27 City Commission held on the 9th day of April 2013.

28  
29 City of New Smyrna Beach

30  
31  
32  
33 \_\_\_\_\_  
34 Adam Barringer  
35 Mayor  
36

37 **CERTIFICATE:**

38  
39 The undersigned duly qualified and acting Recording Secretary of the City of New Smyrna Beach  
40 certified that the foregoing is a true and correct copy of a resolution, adopted at a legally convened  
41 meeting of the City of New Smyrna Beach held on April 9, 2013.

42  
43 **ATTEST:**

44  
45 \_\_\_\_\_  
46 Johnny Bledsoe, City Clerk  
47 City of New Smyrna Beach



# **PLANNING AREA BOUNDARY ADJUSTMENT and MEMBERSHIP REAPPORTIONMENT PLAN**

*A plan to expand the Volusia Transportation Planning Organization's planning area boundary and to reapportion the voting membership for the purpose of ensuring fair and equitable representation of the affected population and complying with applicable federal and state requirements.*

Volusia Transportation Planning Organization  
2570 W. International Speedway Blvd., Suite 100  
Daytona Beach, FL 32114  
(386) 226-0422  
[www.volusiatpo.org](http://www.volusiatpo.org)



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## **PLANNING AREA BOUNDARY ADJUSTMENT and MEMBERSHIP REAPPORTIONMENT PLAN**

### **INTRODUCTION**

Federal law requires that every urbanized area with a population of 50,000 or more must be represented by a metropolitan planning organization (MPO) which shall be responsible for carrying out a comprehensive, coordinated and continuing planning process resulting in plans and priorities for the expenditure of federal transportation funds. The Volusia Transportation Planning Organization (VTPO) is the officially recognized MPO for the metropolitan planning area previously designated as the Daytona Beach – Port Orange Urbanized Area and the Deltona Urbanized Area.

*On November 2, 2012, the Florida Department of Transportation officially notified the VTPO that it was required to adjust its planning area boundary outward to encompass the Palm Coast – Daytona Beach – Port Orange Urbanized Area.*

When the Bureau of the Census designates a new urbanized area that is not within an existing MPO planning area boundary, the planning area boundary must be adjusted to encompass the new urban area, and the voting membership must be reapportioned to maintain fair and equitable representation of the affected population. The Federal Register Volume 77, Number 59 (Tuesday, March 27, 2012) identified a new urbanized area contiguous to the Daytona Beach – Port Orange Urbanized Area, but extending beyond the VTPO's existing planning area boundary. The new Urbanized Area is designated as the Palm Coast – Daytona Beach – Port Orange Urbanized Area. Figure 1 provides a graphic illustration of this urbanized area, as well as the Deltona Urbanized Area, which is also included in the current Volusia TPO Planning Area.

On November 2, 2012, the Florida Department of Transportation officially notified the VTPO that it was required to adjust its planning area boundary outward to encompass the expanded urban area.

This report documents the activities undertaken to accomplish reapportionment of the Volusia TPO and proposes changes for review and endorsement by the Governor.

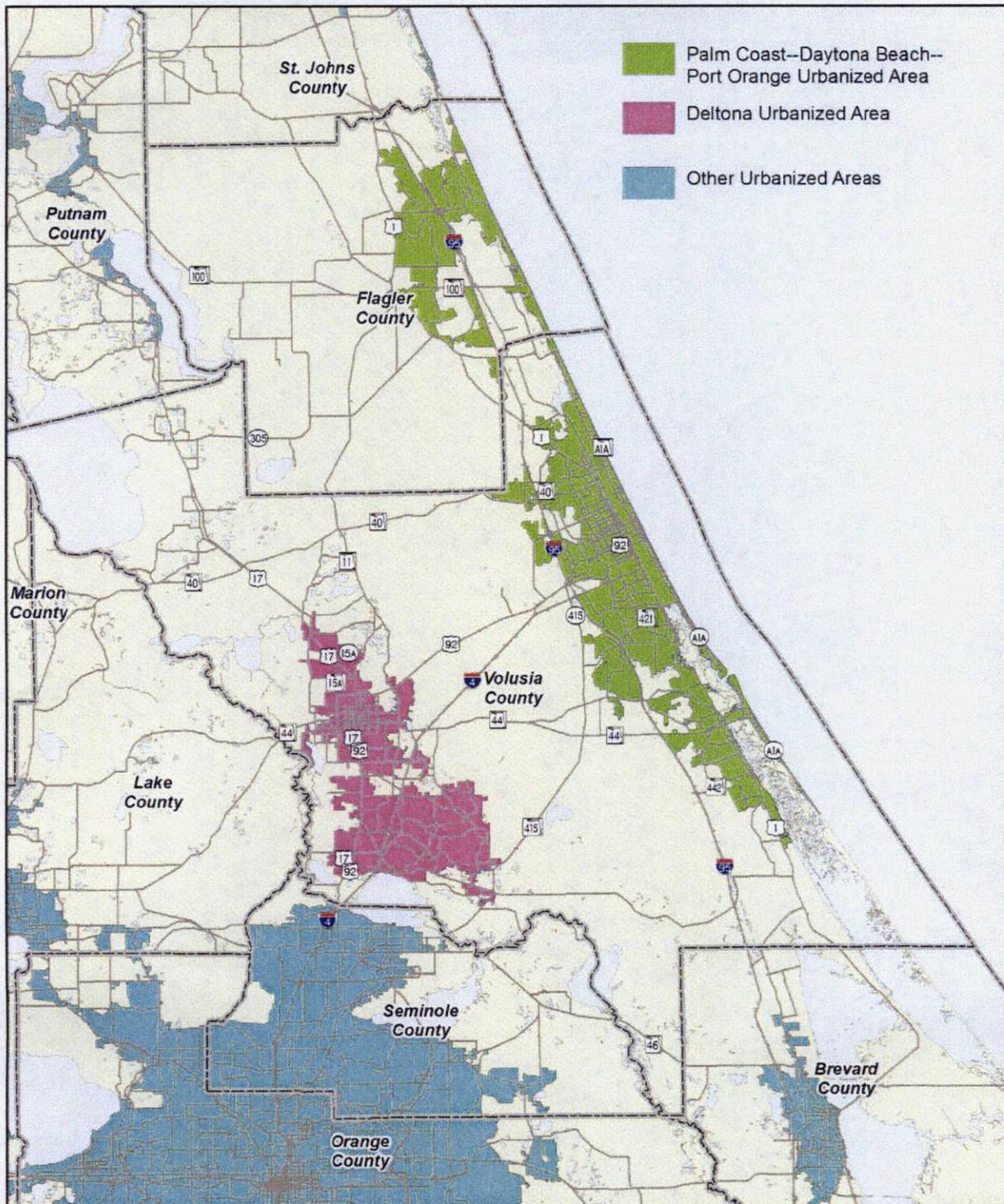
### **MINIMUM REQUIREMENTS AND APPROVAL PROCESS**

Title 23 U.S.C. s.134 and Chapter 339.175, Florida Statutes prescribe the minimum requirements for delineating the planning area boundary and for apportioning the voting membership of an MPO, as well as the procedure for the development and approval of such boundary and membership.

#### **Planning Area Boundary**

The jurisdictional boundaries of an MPO are determined by agreement between the Governor and the applicable MPO. They must encompass at least the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, and may encompass the entire metropolitan statistical area or the consolidated metropolitan statistical area.

Figure 1 - 2010 Census Urban Areas



**Membership**

The voting membership of an MPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis

by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations. The Governor, in accordance with 23 U.S.C. s. 134, may also provide for MPO members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area boundary that do not have members on the MPO. County commission members shall compose not less than one-third of the MPO membership, except for an MPO with more than 15 members located in a county with a five-member county commission or an MPO with 19 members located in a county with no more than six county commissioners, in which case county commission members may compose less than one-third percent of the MPO membership, but all county commissioners must be members. All voting members shall be elected officials of general-purpose local governments, except that an MPO may include, as part of its apportioned voting members, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, or an official of Space Florida. As used in this section, the term "elected officials of a general-purpose local government" shall exclude constitutional officers, including sheriffs, tax collectors, supervisors of elections, property appraisers, clerks of the court, and similar types of officials. County commissioners shall compose not less than 20 percent of the MPO membership if an official of an agency that operates or administers a major mode of transportation has been appointed to an MPO.

In metropolitan areas in which authorities or other agencies have been or may be created by law to perform transportation functions and are performing transportation functions that are not under the jurisdiction of a general-purpose local government represented on the MPO, they shall be provided voting membership on the MPO. In all other MPO's where transportation authorities or agencies are to be represented by elected officials from general-purpose local governments, the MPO shall establish a process by which the collective interests of such authorities or other agencies are expressed and conveyed.

## **CURRENT PLANNING AREA BOUNDARY AND VOTING MEMBERSHIP**

### **History**

The Volusia Transportation Planning Organization was formed and organized on January 18, 1977 as the Daytona Beach Urbanized Area MPO. Originally, it included only the Daytona Beach (coastal) area of Volusia County. In 1988, the planning area boundary was expanded to include all of Volusia County recognizing that the Deltona/DeLand/DeBary area would be designated an urbanized area with the release of the 1990 Census data. In 2004, the VTPO again found it necessary to expand the planning area boundary, this time to include Flagler Beach and Beverly Beach in Flagler County which had been designated as part of the Daytona Beach – Port Orange Urbanized Area.

### **Planning Area Boundary**

The VTPO planning area boundary currently encompasses approximately 1,437 square miles including all of Volusia County and its 16 cities: Daytona Beach, Daytona Beach Shores, DeBary, DeLand, Deltona, Edgewater, Holly Hill, Lake Helen, New Smyrna Beach, Oak Hill, Orange City,

Ormond Beach, Pierson, Ponce Inlet, Port Orange, and South Daytona, as well as Beverly Beach and Flagler Beach in Flagler County. (See Figure 2, page 4.)

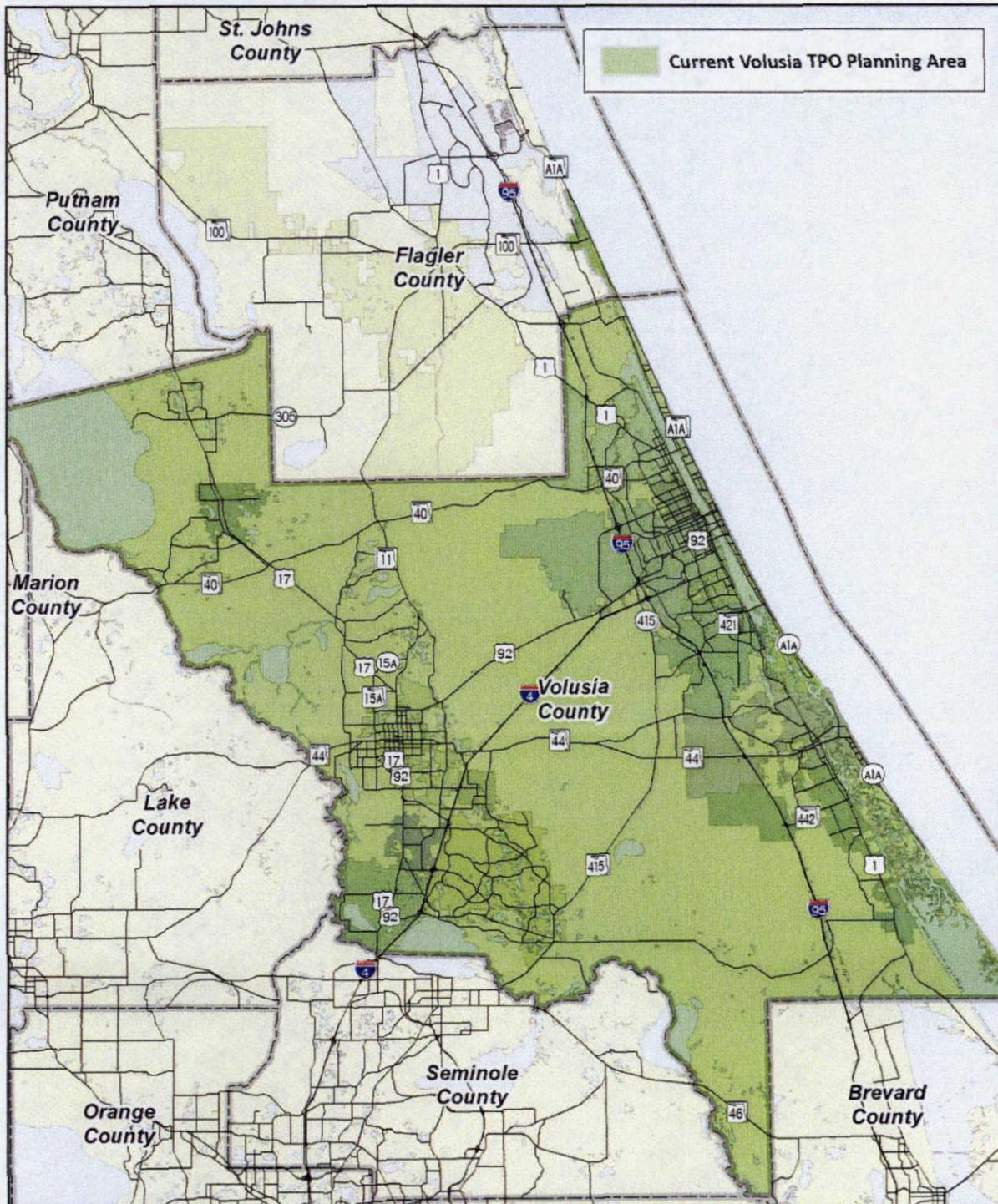


Figure 2 - Current Volusia TPO Planning Area

The Atlantic Ocean forms the eastern border of the VTPO's planning area. Brevard County abuts to the south and is fully included within the Space Coast TPO. Seminole County and Lake County

abut to the west. Seminole County is fully included in the MetroPlan Orlando MPO. Lake County is fully included in the Lake-Sumter MPO. Flagler County and Putnam County abut to the north. As noted above, a small part of Flagler County (Beverly Beach and Flagler Beach) is currently included in the VTPO planning area boundary. The remainder of Flagler County and all of Putnam County are not part of a MPO. Flagler County includes the Palm Coast area which was determined by the 2010 Census to be an urbanized area contiguous to the Daytona Beach – Port Orange Urbanized Area. This expanded urbanized area is officially recognized as the Palm Coast – Daytona Beach – Port Orange Urbanized Area.

### **Membership**

The members of the TPO Board consist of elected representatives from all 19 jurisdictions. The Board itself consists of 19 voting members, capped by state law, with the following distribution:

- Volusia County – six seats and therefore six votes
- Each of the 10 major cities (defined as population > than 10,000) has one seat and one vote. The major cities consist of Daytona Beach (the identified Central City), Deltona, DeLand, Ormond Beach, Holly Hill, South Daytona, Port Orange, New Smyrna Beach, Edgewater, and DeBary.
- The smaller cities are divided into three voting blocks, each with one vote: (1) Flagler Beach and Beverly Beach; (2) Ponce Inlet, Oak Hill and Daytona Beach Shores; (3) Pierson, Lake Helen and Orange City.

Non-voting members on the VTPO Board include the FDOT District 5 Secretary (or his/her designee)(advisory only), a representative from the Volusia County School Board, the Chairman of the Technical Coordinating Committee, the Chairman of the Citizens' Advisory Committee, and the Chairman of the Bicycle/Pedestrian Advisory Committee.

The area transit agency is Votran. Votran is an arm of the Volusia County Government, as is the Daytona Beach International Airport. Both entities are represented by the six county seats on the board.

Table 1 on page 6 shows the current voting membership, the weight given to each vote, and the 2010 population represented by each vote.

Table 1 - Current Voting Membership

Jurisdiction	Seats	Seat Weight	2010 Population
<b>County Representation</b>	<b>6</b>	<b>33.33%</b>	
Volusia County	6	5.56%	116,715 <sup>1</sup>
<b>Municipal Representation</b>	<b>13</b>	<b>66.67%</b>	
<b>Larger City Total</b>	<b>10</b>	<b>61.64%</b>	
Deltona	1	14.84%	85,182
Daytona Beach	1	10.63%	61,005
Port Orange	1	9.77%	56,048
Ormond Beach	1	6.64%	38,137
DeLand	1	4.71%	27,031
New Smyrna Beach	1	3.91%	22,464
Edgewater	1	3.62%	20,750
DeBary	1	3.37%	19,320
South Daytona	1	2.13%	12,252
Holly Hill	1	2.03%	11,659
<b>Small Cities Group 1</b>	<b>1</b>	<b>2.61%</b>	<b>14,959</b>
Orange City	Shared	-	10,599
Lake Helen	Shared	-	2,624
Pierson	Shared	-	1,736
<b>Small Cities Group 2</b>	<b>1</b>	<b>1.58%</b>	<b>9,071</b>
Ponce Inlet	Shared	-	3,032
Daytona Beach Shores	Shared	-	4,247
Oak Hill	Shared	-	1,792
<b>Small Cities Group 3</b>	<b>1</b>	<b>0.84%</b>	<b>4,822</b>
Flagler Beach	Shared	-	4,484
Beverly Beach	Shared	-	338
<b>TOTAL</b>	<b>19</b>	<b>100.00%</b>	<b>499,415</b>

<sup>1</sup> Volusia County unincorporated area population

**PROPOSED PLANNING AREA BOUNDARY AND VOTING MEMBERSHIP**

**Proposed Planning Area Boundary**

Figure 4 on page 7 shows the proposed planning area boundary in relation to the Census-designated urbanized areas and current municipal boundaries. This proposed planning area boundary adds to the current planning area all areas of Flagler County that are within the Palm Coast – Daytona Beach – Port Orange Urbanized Area, as well as the contiguous areas that are expected to become urbanized within the 20-year forecast period. Both the Deltona Urbanized Area and the Palm Coast – Daytona Beach – Port Orange Urbanized Area are fully contained by the proposed planning area boundary.



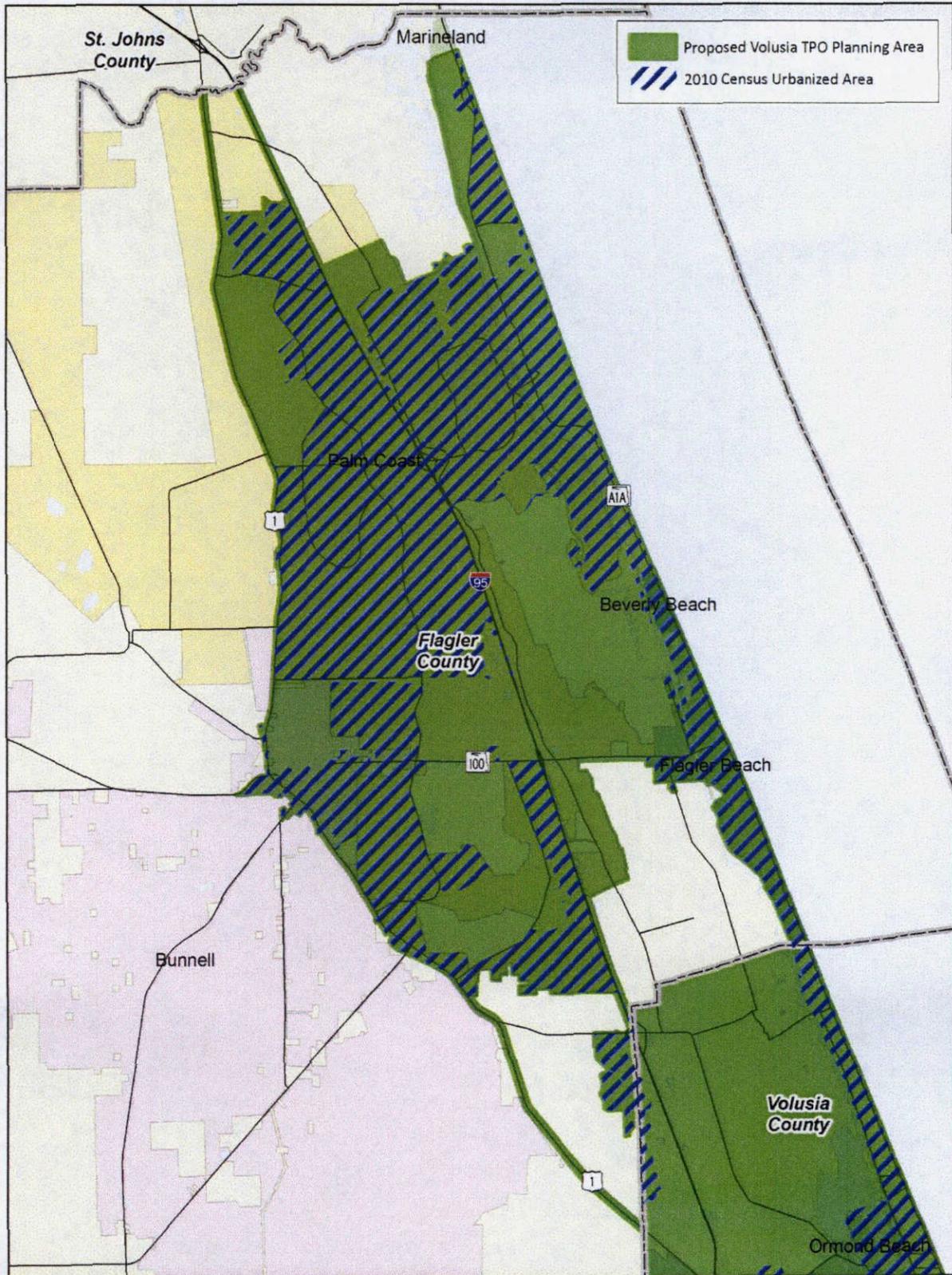


Figure 4 - Proposed VTPO Planning Area (Flagler County Detail)

Table 2- Current and Proposed Planning Area Characteristics

	Current Planning Area	Proposed Planning Area
Population (2010)	499,415	582,189
Land Area (square miles)	1,104.06	1,186.30
<b>Roadway Miles</b>		
Interstate Highways	73.6	92.3
Non-Interstate State Highways	311.9	354.9
Federal Aid Eligible Roadways	839.9	977.1
National Highway System	106.1	124.7
Surface Transportation Program	733.8	852.4

**Proposed Membership**

The proposed voting membership will include the maximum permitted 19 seats. Volusia County membership will decrease from six seats to five and a Flagler County seat will be added. These six county seats will represent 33.33% of the total vote. Volusia County's five seats and Flagler County's one seat will be weighted in proportion to each county's share of the total unincorporated area population within the planning area. Volusia County's five seats will be weighted equally at 6.36% and Flagler County's seat will be weighted at 1.51%.

Of the remaining 13 seats, one will be held by each of the 12 cities with the greatest population, and one will be held collectively by the eight remaining smallest cities. These eight smallest cities will comprise the Small Cities Alliance, and they will determine among themselves how the seat will be represented. The 13 seats represent 66.67% of the total vote. Each seat will be weighted in proportion to the city's or Small Cities Alliance's share of the total incorporated area population within the planning area.

All voting members shall be elected officials.

There are no authorities or other agencies performing transportation functions within the proposed planning area boundary that are not under the jurisdiction of a general-purpose local government represented in this proposed voting membership.

In addition to these voting members, the following are included as non-voting members:

- the FDOT District 5 Secretary or his/her designee (advisory only),
- a representative from the Volusia County School Board,
- the Chairman of the Technical Coordinating Committee,
- the Chairman of the Citizens' Advisory Committee, and
- the Chairman of the Bicycle/Pedestrian Advisory Committee.

As evidenced by the attached resolutions of support, the cities and counties affected by the proposed planning area boundary expansion *[or the general-purpose local governments representing more than 75% of the affected population]* agree that this proposed voting

membership apportionment does reflect an “equitable geographic-population ratio” as required by law.

**Table 3 - Proposed Voting Membership Reapportionment**

Jurisdiction	Seats	Seat Weight	2010 Population
<b>County Representation</b>	<b>6</b>	<b>33.33%</b>	<b>122,206<sup>1</sup></b>
Volusia County	1	6.36%	116,655 <sup>1</sup>
Volusia County	1	6.36%	
Volusia County	1	6.36%	
Volusia County	1	6.36%	
Volusia County	1	6.36%	
Flagler County	1	1.51%	5,551 <sup>1</sup>
<b>Municipal Representation</b>	<b>13</b>	<b>66.67%</b>	<b>459,983</b>
<b>Larger City Total</b>	<b>12</b>	<b>63.72%</b>	<b>439,629</b>
Deltona	1	12.35%	85,182
Palm Coast	1	10.90%	75,182
Daytona Beach	1	8.84%	61,005
Port Orange	1	8.12%	56,048
Ormond Beach	1	5.53%	38,137
DeLand	1	3.92%	27,031
New Smyrna Beach	1	3.26%	22,464
Edgewater	1	3.01%	20,750
DeBary	1	2.80%	19,320
South Daytona	1	1.78%	12,252
Holly Hill	1	1.69%	11,659
Orange City	1	1.54%	10,599
<b>Small Cities Alliance</b>	<b>1</b>	<b>2.95%</b>	<b>20,354</b>
Flagler Beach	Shared	-	4,484
Daytona Beach Shores	Shared	-	4,247
Ponce Inlet	Shared	-	3,032
Lake Helen	Shared	-	2,624
Bunnell	Shared	-	2,101
Oak Hill	Shared	-	1,792
Pierson	Shared	-	1,736
Beverly Beach	Shared	-	338
<b>TOTAL</b>	<b>19</b>	<b>100.00%</b>	<b>582,189</b>

<sup>1</sup> Unincorporated area population

**DECISION-MAKING PROCESS SUMMARY**

The development of the proposed reapportionment plan began in earnest at the annual VTPO Board retreat held on January 20, 2012. Current board members and elected and appointed officials from newly urbanized areas in Flagler County reviewed the requirements and other considerations relating to the anticipated planning area boundary expansion and membership reapportionment. They even carried out an exercise designed to encourage discussion of alternative reapportionment scenarios.

## Regular Meeting - April 9, 2013

Formal discussions regarding expansion of the planning area boundary and reapportionment of the membership began on April 2, 2012 with the first meeting of the Reapportionment Subcommittee. The subcommittee was comprised of a subset of the VTPO Board. The subcommittee presented a recommendation for a revised boundary to the VTPO Board on May 22, 2012, and the board approved an expanded planning area boundary that included "the urbanized area and the city limits of Palm Coast that are east of US 1."

Subsequent meetings and discussions were expanded to include input from Flagler County, Palm Coast and Bunnell. Additional adjustments to the planning area were necessary to resolve issues and to accommodate requests from Flagler County, Palm Coast, Bunnell and Flagler Beach. Additional deliberations occurred in response to preliminary input by the FDOT Office of Policy Planning.

This plan was presented in draft form to the VTPO Board on February 26, 2013 and again for approval on March 26, 2013. Subsequent to approval, the VTPO requested resolutions of support as required by s. 339.175, F.S. These are attached to this report.

**ADDENDUM**

**CHAPTER 339.175, F.S. – state law applicable to the definition of MPO Planning Area and Voting Membership**

**339.175 Metropolitan planning organization.—**

(1) **PURPOSE.—**It is the intent of the Legislature to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight and foster economic growth and development within and through urbanized areas of this state while minimizing transportation-related fuel consumption, air pollution, and greenhouse gas emissions through metropolitan transportation planning processes identified in this section. To accomplish these objectives, metropolitan planning organizations, referred to in this section as M.P.O.'s, shall develop, in cooperation with the state and public transit operators, transportation plans and programs for metropolitan areas. The plans and programs for each metropolitan area must provide for the development and integrated management and operation of transportation systems and facilities, including pedestrian walkways and bicycle transportation facilities that will function as an intermodal transportation system for the metropolitan area, based upon the prevailing principles provided in s. 334.046(1). The process for developing such plans and programs shall provide for consideration of all modes of transportation and shall be continuing, cooperative, and comprehensive, to the degree appropriate, based on the complexity of the transportation problems to be addressed. To ensure that the process is integrated with the statewide planning process, M.P.O.'s shall develop plans and programs that identify transportation facilities that should function as an integrated metropolitan transportation system, giving emphasis to facilities that serve important national, state, and regional transportation functions. For the purposes of this section, those facilities include the facilities on the Strategic Intermodal System designated under s. 339.63 and facilities for which projects have been identified pursuant to s. 339.2819(4).

(2) **DESIGNATION.—**

(a)1. An M.P.O. shall be designated for each urbanized area of the state; however, this does not require that an individual M.P.O. be designated for each such area. Such designation shall be accomplished by agreement between the Governor and units of general-purpose local government representing at least 75 percent of the population of the urbanized area; however, the unit of general-purpose local government that represents the central city or cities within the M.P.O. jurisdiction, as defined by the United States Bureau of the Census, must be a party to such agreement.

2. To the extent possible, only one M.P.O. shall be designated for each urbanized area or group of contiguous urbanized areas. More than one M.P.O. may be designated within an existing urbanized area only if the Governor and the existing M.P.O. determine that the size and complexity of the existing urbanized area makes the designation of more than one M.P.O. for the area appropriate.

(b) Each M.P.O. designated in a manner prescribed by Title 23 of the United States Code shall be created and operated under the provisions of this section pursuant to an interlocal agreement entered into pursuant to s. 163.01. The signatories to the interlocal agreement shall be the department and the governmental entities designated by the Governor for membership on the M.P.O. Each M.P.O. shall be considered separate from the state or the governing body of a local government that is represented on the governing board of the M.P.O. or that is a signatory to the interlocal agreement creating the M.P.O. and shall have such powers and privileges that are provided under s. 163.01. If there is a conflict between this section and s. 163.01, this section prevails.

(c) The jurisdictional boundaries of an M.P.O. shall be determined by agreement between the Governor and the applicable M.P.O. The boundaries must include at least the metropolitan planning

area, which is the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, and may encompass the entire metropolitan statistical area or the consolidated metropolitan statistical area.

(d) In the case of an urbanized area designated as a nonattainment area for ozone or carbon monoxide under the Clean Air Act, 42 U.S.C. ss. 7401 et seq., the boundaries of the metropolitan planning area in existence as of the date of enactment of this paragraph shall be retained, except that the boundaries may be adjusted by agreement of the Governor and affected metropolitan planning organizations in the manner described in this section. If more than one M.P.O. has authority within a metropolitan area or an area that is designated as a nonattainment area, each M.P.O. shall consult with other M.P.O.'s designated for such area and with the state in the coordination of plans and programs required by this section.

(e) The governing body of the M.P.O. shall designate, at a minimum, a chair, vice chair, and agency clerk. The chair and vice chair shall be selected from among the member delegates comprising the governing board. The agency clerk shall be charged with the responsibility of preparing meeting minutes and maintaining agency records. The clerk shall be a member of the M.P.O. governing board, an employee of the M.P.O., or other natural person. Each M.P.O. required under this section must be fully operative no later than 6 months following its designation.

(3) VOTING MEMBERSHIP.—

(a) The voting membership of an M.P.O. shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations. The Governor, in accordance with 23 U.S.C. s. 134, may also provide for M.P.O. members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the M.P.O. County commission members shall compose not less than one-third of the M.P.O. membership, except for an M.P.O. with more than 15 members located in a county with a 5-member county commission or an M.P.O. with 19 members located in a county with no more than 6 county commissioners, in which case county commission members may compose less than one-third percent of the M.P.O. membership, but all county commissioners must be members. All voting members shall be elected officials of general-purpose local governments, except that an M.P.O. may include, as part of its apportioned voting members, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, or an official of Space Florida. As used in this section, the term "elected officials of a general-purpose local government" shall exclude constitutional officers, including sheriffs, tax collectors, supervisors of elections, property appraisers, clerks of the court, and similar types of officials. County commissioners shall compose not less than 20 percent of the M.P.O. membership if an official of an agency that operates or administers a major mode of transportation has been appointed to an M.P.O.

(b) In metropolitan areas in which authorities or other agencies have been or may be created by law to perform transportation functions and are performing transportation functions that are not under the jurisdiction of a general-purpose local government represented on the M.P.O., they shall be provided voting membership on the M.P.O. In all other M.P.O.'s where transportation authorities or agencies are to be represented by elected officials from general-purpose local governments, the M.P.O. shall establish a process by which the collective interests of such authorities or other agencies are expressed and conveyed.

(c) Any other provision of this section to the contrary notwithstanding, a chartered county with over 1 million population may elect to reapportion the membership of an M.P.O. whose jurisdiction is wholly within the county. The charter county may exercise the provisions of this paragraph if:

1. The M.P.O. approves the reapportionment plan by a three-fourths vote of its membership;
2. The M.P.O. and the charter county determine that the reapportionment plan is needed to fulfill specific goals and policies applicable to that metropolitan planning area; and
3. The charter county determines the reapportionment plan otherwise complies with all federal requirements pertaining to M.P.O. membership. Any charter county that elects to exercise the provisions of this paragraph shall notify the Governor in writing.

(d) Any other provision of this section to the contrary notwithstanding, any county chartered under s. 6(e), Art. VIII of the State Constitution may elect to have its county commission serve as the M.P.O., if the M.P.O. jurisdiction is wholly contained within the county. Any charter county that elects to exercise the provisions of this paragraph shall so notify the Governor in writing. Upon receipt of such notification, the Governor must designate the county commission as the M.P.O. The Governor must appoint four additional voting members to the M.P.O., one of whom must be an elected official representing a municipality within the county, one of whom must be an expressway authority member, one of whom must be a person who does not hold elected public office and who resides in the unincorporated portion of the county, and one of whom must be a school board member.

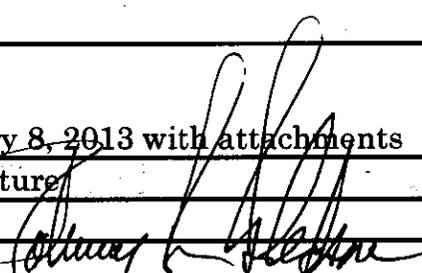
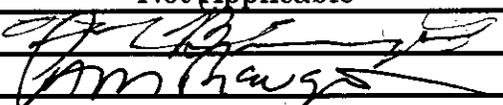
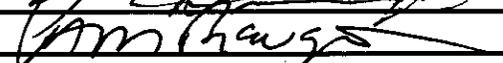
(4) APPORTIONMENT.—

(a) The Governor shall, with the agreement of the affected units of general-purpose local government as required by federal rules and regulations, apportion the membership on the applicable M.P.O. among the various governmental entities within the area. At the request of a majority of the affected units of general-purpose local government comprising an M.P.O., the Governor and a majority of units of general-purpose local government serving on an M.P.O. shall cooperatively agree upon and prescribe who may serve as an alternate member and a method for appointing alternate members who may vote at any M.P.O. meeting that an alternate member attends in place of a regular member. The method shall be set forth as a part of the interlocal agreement describing the M.P.O.'s membership or in the M.P.O.'s operating procedures and bylaws. The governmental entity so designated shall appoint the appropriate number of members to the M.P.O. from eligible officials. Representatives of the department shall serve as nonvoting advisers to the M.P.O. governing board. Additional nonvoting advisers may be appointed by the M.P.O. as deemed necessary; however, to the maximum extent feasible, each M.P.O. shall seek to appoint nonvoting representatives of various multimodal forms of transportation not otherwise represented by voting members of the M.P.O. An M.P.O. shall appoint nonvoting advisers representing major military installations located within the jurisdictional boundaries of the M.P.O. upon the request of the aforesaid major military installations and subject to the agreement of the M.P.O. All nonvoting advisers may attend and participate fully in governing board meetings but may not vote or be members of the governing board. The Governor shall review the composition of the M.P.O. membership in conjunction with the decennial census as prepared by the United States Department of Commerce, Bureau of the Census, and reapportion it as necessary to comply with subsection (3).

(b) Except for members who represent municipalities on the basis of alternating with representatives from other municipalities that do not have members on the M.P.O. as provided in paragraph (3)(a), the members of an M.P.O. shall serve 4-year terms. Members who represent municipalities on the basis of alternating with representatives from other municipalities that do not have members on the M.P.O. as provided in paragraph (3)(a) may serve terms of up to 4 years as further provided in the interlocal agreement described in paragraph (2)(b). The membership of a member who is a public official automatically terminates upon the member's leaving his or her elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the entity's governing board represented by the member. A vacancy shall be filled by the original appointing entity. A member may be reappointed for one or more additional 4-year terms.

Regular Meeting - April 9, 2013

(c) If a governmental entity fails to fill an assigned appointment to an M.P.O. within 60 days after notification by the Governor of its duty to appoint, that appointment shall be made by the Governor from the eligible representatives of that governmental entity.

<b>Department Making Request:</b>	<b>City Clerk</b>	
<b>Meeting Date:</b>	<b>April 9, 2013</b>	
<b>Action Item Title: Resolution No. 17-13 – Military Family and Community Covenant Day</b>		
<b>Agenda Section:</b>	<b>Consent Agenda</b>	
<b>Summary Explanation and Background:</b>		
<p>The Florida Military Family and Community Covenant, Inc. (FMFCC) is a not-for-profit whose mission is to recruit a ground swell of civilian support across the State of Florida to support our military families and veterans.</p> <p>By reaching out to Florida's 410 cities and engaging small groups of civilians to create and implement an action plan, the Florida Military Family and Community Covenant will make a difference in the life of military families.</p> <p>The Florida Military Family and Community Covenant have asked the Florida League of Cities to partner in getting the word out to Florida's cities. The Florida League of Cities has, in turn, encouraged its membership to adopt a resolution in support of Florida Military Family and Community Covenant Day on April 17, 2013.</p> <p>It is staff's recommendation that the City Commission adopt a resolution in support of the Florida Military Family and Community Covenant and its efforts in support of military veterans and families.</p>		
<b>Recommended Action/Motion:</b>		
Adopt Resolution No. 17-13, proclaiming April 17, 2013 as Military Family and Community Covenant Day in New Smyrna Beach		
<b>Funding Analysis:</b> Not Applicable as there is no fiscal impact		
<b>Exhibits Attached:</b>		
<ul style="list-style-type: none"> <li>➢ Resolution No. 17-13</li> <li>➢ Letter from the Florida League of Cities, dated February 8, 2013 with attachments</li> </ul>		
<b>Reviewed By:</b>	<b>Name</b>	<b>Signature</b>
<b>Department Director:</b>	Johnny R. Bledsoe	
	City Clerk	
<b>Finance Director</b>	Althea Philord	Not Applicable
<b>City Attorney</b>	Frank B. Gummey, III	
<b>City Manager</b>	Pamela Brangaccio	
<b>Commission Action:</b>		



36 **SECTION 1:** That the City of New Smyrna Beach, Florida, hereby  
37 proclaims April 17, 2013, as

38 **MILITARY FAMILY AND COVENANT DAY**

39 and hereby expresses its unwavering support and admiration to all  
40 current and former military personnel for their true and faithful  
41 service and further recognizes the tremendous sacrifices of their  
42 families.

43 **SECTION 2:** That the City of New Smyrna Beach, Florida, through  
44 the Florida Military Family and Community Covenant and Operation  
45 Strong Families, accepts the call to action to support and honor  
46 all service members, veterans and their families, past and present.

47 **SECTION 3:** That all resolutions or parts thereof that are in  
48 conflict with this resolution are hereby rescinded or repealed.

49 **SECTION 4:** That this resolution shall take effect immediately  
50 upon its final passage.

51 **APPROVED AS TO FORM AND CORRECTNESS:**

52   
53 **FRANK B. GUMMEY, III**

54 **City Attorney**

55 **DATE:** 3/29/13

**PAGE 2 OF 2**

Military Family and Community Covenant  
Day - April 17, 2013  
Reading April 9, 2013  
March 29, 2013  
2:49 PM



J.P.

301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

February 8, 2013

Dear City Manager or City Clerk:

**(PLEASE SHARE THIS INFORMATION WITH YOUR CITY OFFICIALS AND YOUR PUBLIC INFORMATION OFFICER)**

The Florida Military Family and Community Covenant, Inc. (FMFCC) is a not-for-profit whose mission is to recruit a ground swell of civilian support across the State of Florida to support our military families and veterans.

By reaching out to Florida's 410 cities and engaging small groups of civilians to create and implement an action plan, the Florida Military Family and Community Covenant will make a difference in the life of military families.

The Florida Military Family and Community Covenant has asked the Florida League of Cities to partner in getting the word out to Florida's cities. Therefore, we are encouraging our membership to place this item on an agenda before the end of March for consideration and adoption of a resolution in support of Florida Military Family and Community Covenant Day – April 17, 2013.

We have attached a draft resolution, along with several other items of information – suggestions for activities celebrating FMFCC and April 17, 2013 and a publicity checklist.

When adopting your resolution, we strongly encourage your city to publicize the adoption of the resolution, as well as any activities planned in celebration of April 17, 2013, FMFCC Day. Also, please let the FMFCC Executive Director (info. below) when the item is scheduled to come before your commission or council.

Once your resolution is adopted, please provide a copy to the FMFCC at Post Office Box 883, Monticello, Florida 32345-0883. All resolutions will be placed on a backdrop for future events, including celebrations on April 17, 2013 in Tallahassee.

For further information, please contact Rae Pike, FMFCC Executive Director at (850) 673-7981. Thank you for placing this on an upcoming agenda for consideration. We look forward to receiving your resolution and to celebrating Florida Military Family and Community Covenant throughout Florida!

Sincerely,

Manny Maroño  
President, Florida League of Cities  
Mayor, City of Sweetwater

President **Manny Maroño**, Mayor, Sweetwater

First Vice President **P.C. Wu**, Council President, Pensacola • Second Vice President **Lori C. Moseley**, Mayor, Miramar

Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**



***FMFCC Mission:***

*To recruit and coordinate a ground swell of civilian support across the Great State of Florida to support our military and veteran families.*

***FMFCC Vision:***

*To reach out to Florida's 410 cities and inspire and engage small groups of civilians to create and implement a local holistic action plan that will make a difference in the lives of military and veteran families in their community.*

Visit us on the web at: [www.fmfcc.org](http://www.fmfcc.org)

**Florida Military Family and Community Covenant**  
**P.O. Box 883, Monticello, FL 32345 / 850-673-7981**



# We Work With a Diverse Community Base

You can help by developing with us.....

**KNOWLEDGE,**

**RESILILIENCY,**

**CONNECTION,**

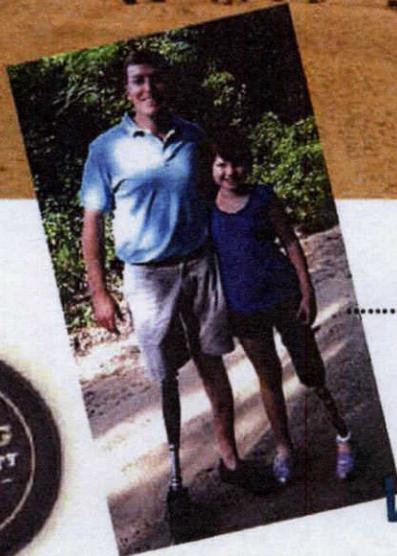
**SUPPORT,**

**COMPETENCE,**

*and most importantly...*

**COMMUNITY**

**ATTACHMENT !!!**



.....Wounded Veterans new best buddy



## Where Military Family Matters, Matter



## Success Stories

- Madison, FL has become the community that truly, with civilian support, is the example of what can be done given the opportunity to serve.
- Adopted a military spouse who's husband is deployed to North Africa. Helped with household furnishings as she left the base in Texas 6 months pregnant to find herself with no military base support.
- Dental care for a deploying Army reservist.
- Help for spouse of deployed soldier whose son has special medical needs
- Assisted veteran with a land use problem at the city level so he could obtain a VA loan to purchase a home
- Wheel chair ramp for Korean war veteran to assist his disabled wife make home visits from the nursing home.
- Through our version of "Paws for Vets" we assisted a disabled veteran by save his dog. Our local vet took care of little Bear and now puppy and veteran are both doing well.



You have not lived today until you have done something for someone who can never repay you. – *John Bunyan*



# They need new battle buddies

**Army Col. David Sutherland**, special assistant to the chairman of the Joint Chiefs of Staff for warrior and family support. FORT BELVOIR, Va., Feb. 29, 2012

“Troops don’t come home to government programs”, he noted “they come home to their families, their neighbors and their communities”. The colonel cited a study that indicated the No. 1 remedy for dealing with combat’s effects is a sense of community, a feeling that they fit in. “Communities must step up to embrace these troops and veterans”, the colonel said, “Particularly once their battle buddies are no longer by their side. They **need new battle buddies**, he added, but this time from their communities’ **people** who can assist them in translating their skills, knowledge and attributes into civilian life and organizations. Government programs can’t do it alone; however, “independent organizations working together at a community level can.”



“It is the recognition that independent groups working together inside a **community-based model** that do things to improve long-term quality of life that government just cannot do.”

**General Martin Dempsey, 18<sup>th</sup> Chairman of the Joint Chiefs of Staff**



## \* CBAB



The Civilian Battle Advocacy Buddy Battalion (CBAB) is a group of civilians who will answer the call to action. In this time of shortfalls and budget cuts we know we can play an important role of support by standing in the gap and by:

1. Providing support for our military and veteran families, at home, in our communities.
2. Joining community forces to enable our military and veteran families to receive the much needed community care they deserve.
3. Helping sustain and improve the quality of life for our military and veteran families utilizing local community resources.
4. Building public awareness through our CBAB'S and Covenant teams.
5. Inspiring and encouraging total community involvement, action not words.
6. Re-tooling, promoting, and connecting community services to meet the needs of local military and veteran families.
7. Connecting military and veteran families to existing support systems in the Armed Forces and Veterans Affairs, where appropriate.
8. Assisting with transition services to ensure the long term welfare of our local military and veteran families.



**\* CIVILIAN BATTLE ADVOCACY BUDDY BATTALION**



Regular Meeting - April 9, 2013

### Florida Military and Veteran Families

We have never before in the history of our military asked so much of our military and veteran families. The Community Covenant is a U.S. Army program designed to foster and sustain effective state and community relationships and partnerships to improve the quality of life for soldiers, veterans and their families. In response to this call to action, our Florida group incorporated in January 2012 to inspire and implement local coordinated support for Florida military and veteran families.

### Mission:

To recruit and coordinate a ground swell of civilian support across the Great State of Florida to support our military and veteran families.

### Vision:

To reach out to Florida's 410 cities and inspire and engage small groups of civilians to create and implement a local holistic action plan that will make a difference in the lives of military and veteran families in their community.

**IT IS BY OUR ACTIONS  
WE CAN MAKE A  
DIFFERENCE**

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Place an order with Baron Sign Manufacturing and 3% of the total order will go to support Florida Military Family and Community Covenant Inc.



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Riviera Beach, FL 33404  
850.673.7981 ph  
561.848.2270 fax

OUR COMMUNITY COVENANT SUPPORTS ALL  
SERVICE MEMBERS, VETERANS AND THEIR  
FAMILIES REGARDLESS OF THEIR BRANCH OF SERVICE

[www.fmfcc.org](http://www.fmfcc.org)

Follow us on Facebook and twitter



The Florida Military Family and Community Covenant Inc. is a non-federal entity. It is not part of the Department of Defense or any of its components and it has no government status. No official Department of Defense or U.S. Army endorsement is expressed or implied.



Florida Military Family and  
Community Covenant, Inc.

A FLORIDA NOT FOR PROFIT

**Operation Strong Families**

**"Where Family  
Matters, Matter"**

Regular Meeting - April 9, 2013

# Civilian solutions that work from city to city.

## JOINING FORCES ACROSS THE GREAT STATE OF FLORIDA

With the amazing support of the **Florida League of Cities** and by joining forces with **Operation Strong Families**, we have the ability to reach many cities who want to support and play a role in the lives of our military and veteran families.



### OPERATION STRONG FAMILIES:

Operation Strong Families is a statewide initiative focusing on the strengths and connections within Florida's families and communities. The goal of this initiative is to support military families beginning with the families of our American Heroes, the men and woman of the Army, Navy, Air Force, Marines, National Guard, Coast Guard, and Reserves through coordinated efforts to build on protective factors and enhance community capacity. Community connections are the linchpins in supporting military families. Community and family resilience is influenced by strong informal networks that occur among friends, family members, work associates and neighbors. The Florida Faith-Based and Community-based Advisory Council in partnership with the Governor's Office of Adoption and Child Protection, the Florida Department of Children and Families and Prevent Child Abuse Florida are joining forces with Florida Military Family and Community Covenant Inc., other agencies and organizations statewide to build and sustain a network of connections to strengthen families. This network will promote protective factors known to increase the health and well-being of children and families, including our military families.

### QUOTE BY: GEN Martin Dempsey, 18th Chairman of the Joint Chiefs of Staff

"It is the recognition that independent groups working together inside a community-based model can do things to improve long-term quality of life that government just cannot do."

## ANSWERING THE CALL TO ACTION

### WHY A STATEWIDE COVENANT?

We believe by our local, state and national leaders proactively responding to "Sustain the Groundswell of Support" and by signing a statewide **civilian** driven community covenant that encourages everyone across the Great State of Florida to contribute. Then cities can harness the good will of their communities by leveraging the inherent pride that American people have for those that have sacrificed so much for our Nation.



## CIVILIAN BATTLE ADVOCACY BUDDY (CBAB) BATTALION



### WHO ARE WE?

We are a group of civilians answering the call to action. In this time of shortfalls and budget cuts we know we can play an important role of support by standing in the gap and by:

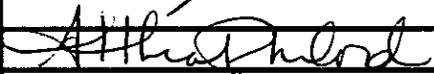
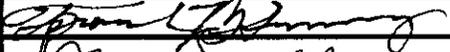
- Providing support for our military and veteran families, at home, in our communities.
- Joining community forces to enable our military and veteran families the much needed community care they deserve.
- Helping sustain and improve the quality of life for our military and veteran families utilizing local community resources.
- Building public awareness through our CBAB'S and Covenant teams.
- Inspiring and encouraging total community involvement, action not words.
- Re-tooling, promoting, and connecting community services to meet the needs of local military and veteran families.
- Connecting military and veteran families to existing systems support in the Armed Forces and Veterans Affairs, where appropriate.
- Assisting with transition services to ensure the long term welfare of our local military and veteran families.

From city to city across the Great State of Florida, we through **CITY RESOLUTIONS** will inspire civilian support.

**WE WORK WITH A DIVERSE COMMUNITY BASE. HOW CAN YOUR CITY HELP THEM?**

## AGENDA ITEM SUMMARY

Reset Form

<b>Department Making Request:</b> POLICE		
<b>Meeting Date:</b> 1 <sup>st</sup> Reading: April 9, 2013      2 <sup>nd</sup> Reading:		
<b>Action Item Title:</b> Police Motorcycle Lease		
<b>Agenda Section:</b> Consent <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Special Items <input type="checkbox"/>		
<b>Summary Explanation and Background:</b> Request for approval of Motorcycle Lease Agreement between Bruce Rossmeyer's New Smyrna Harley-Davidson and The City of New Smyrna Beach for the lease of police motorcycles.		
<b>Recommended Action/Motion:</b>		
<b>Funding Analysis:</b> Budgeted <input checked="" type="checkbox"/> If not budgeted, recommended funding account:		
<b>Exhibits Attached:</b> Motorcycle Lease Agreement		
<b>Reviewed By:</b>	<b>Name</b>	<b>Signature</b>
<b>Department Director:</b>	Michael Brouillette	
<b>Finance Director</b>	Althea Philord	
<b>City Attorney</b>	Frank Gumme	
<b>City Manager</b>	Pam Brangaccio	
<b>Commission Action:</b>		

## ***MOTORCYCLE LEASE AGREEMENT***

This Motorcycle Lease Agreement (the "Lease") is made this 25th day of March 2013 by and between Bruce Rossmeyer's New Smyrna Harley-Davidson, 1899 SR 44, New Smyrna, FL 32168 ("Dealer" or "Lessor") and The City of New Smyrna Beach, (the "Department" or "Lessee"), whose address is 210 Sams Avenue, New Smyrna Beach, FL.32168, for the lease of police motorcycles (hereinafter referred to as "the vehicles") as described in Exhibit "A" attached hereto, for use by the Department's authorized employees in the performance of police-related or law-enforcement duties. The terms and conditions of the Lease are as follows:

1. **Term:** The term of this Lease shall be twenty-four (24) months commencing on May 1, 2013 and ending on April 30, 2015. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided in the Lease.

2. **Payment:** Lessee shall make monthly lease payments to Lessor in the amount of \$ 400.00 for each vehicle which includes customary maintenance as per manufacturer's recommendation commencing May 1, 2013. Maintenance will include all services and cost of labor except to the extent that same are necessary due to misuse, neglect or damage from accidents.

3. **Miscellaneous Fees:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes, for each of the lease vehicles. Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicles **except** those costs associated with the installation of a police package, or any other additional equipment purchased by the Department, for the vehicles.

4. **Maintenance, Repairs and Operating Expenses:** Lessee agrees to service the vehicles according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles, and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicles must not invalidate any warranty. The Lessee has elected to participate in a Lease that includes maintenance by Lessor of the vehicle. The cost of such maintenance is included in the monthly lease payment. The maintenance plan covers parts and labor for all service and maintenance recommendations as set forth in the Harley Davidson Owner's Manual not necessitated by misuse, neglect, or damage from accidents.

5. **Use and Subleasing:** Lessee agrees that the vehicles (a) will be operated only by authorized licensed drivers employed by Lessee as law-enforcement officers; (b) will be kept free of all fines, liens and encumbrances; (c) will not be used illegally, improperly, for hire, or contrary to the manufacturer's recommendations; and (d) will not be altered, marked or have equipment installed on them without Lessor's consent.

6. **Insurance:** During the term of the Lease Lessee must maintain public liability and physical damage insurance on the vehicles that covers both Lessee and Lessor. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor will evidence of this insurance. Lessee's insurance policy must provide that Lessor will be notified in writing at least 10 days before the insurance is cancelled or coverage altered and that Lessor, or its representatives, may have full access to any claim file in the event of an insurable loss. In the event of a total loss or destruction of vehicles, Lessee's maximum exposure shall be the Dealer's cost of the vehicle as shown on its books/records.

Lessor or Dealer shall provide the Lessee or Department with evidence of insurance as follows: Workers Compensation, General Liability, Automobile Liability, and Errors and Omissions (Professional) Liability.

Lessors or Dealers insurance shall apply only when the vehicles are in Dealer's care, custody or control.

7. **Notice of Accidents and Cooperation:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicles. Lessee will make a complete report to Lessor within 48 hours after any accident, theft or loss involving the vehicles.

8. **Indemnification:** Lessee agrees and understands that it is fully and solely responsible for any and all damages, losses, liability, injuries, claims, demands and expenses, including attorney's fees arising out of the use of the vehicle while in the care, custody or control of the Lessee. Lessee does not waive its right to sovereign immunity under 768.28 of the Florida Statutes.

Lessor agrees to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle while in the care, custody or control of the Lessor.

9. **Limitation of Liability:** Lessor shall not be liable for any indirect or consequential damages or inconvenience (except for those relating to personal injury) which may result to Lessor from any damages to, or defect in, the vehicles for the time needed to repair or service the vehicles. Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties covering the vehicles. In particular, Lessor makes no express warranties of vehicle condition, merchantability, durability or fitness for a particular purpose of use covering the vehicle, and Lessor expressly disclaims any such express warranties.

10. **Return of the Vehicles:** At the end of the Lease, the Department must return the vehicles to Lessor in good condition, without damage, excessive wear or use and with all the original equipment installed by the manufacturer.

- Vendor will not be responsible for accident or training damage
- Tank, fenders, and saddlebags will be free of dents
- Chrome edges of floor boards shall not be completely worn down
- Clutch and brake levers shall not be bent
- Windshields shall be free of scratches and distortion
- Tires must have a minimum of 4/32 tread depth

**NEW SMYRNA HARLEY-DAVIDSON CITY OF NEW SMYRNA BEACH**

By: \_\_\_\_\_  
Barry Kuhnly, Manager  
Police/Fleet Sales & Leasing

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

Title: \_\_\_\_\_

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

***EXHIBIT "A"***

March 25, 2013

Lessee's Name: City of New Smyrna Beach

Model Year: 2013

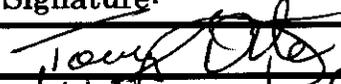
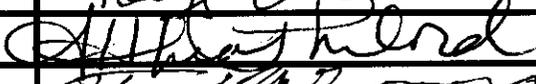
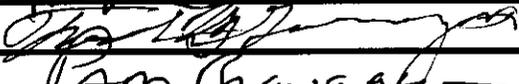
Model Description: FLHP, Black in color, with anti-lock brakes

Number of Units: 4

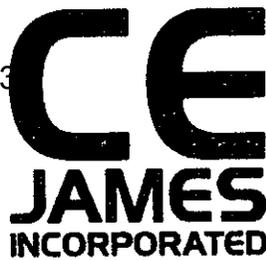
Vehicle Identification Numbers: To be determined along with "Swapping Sequence".

1-4.

### AGENDA ITEM SUMMARY

<b>Department Making Request:</b> Community Redevelopment Agency		
<b>Meeting Date:</b> April 9, 2013		
<b>Action Item Title:</b> Washington St Streetscape Project – Request for Time Extension		
<b>Agenda Section:</b> Consent <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Special Items <input type="checkbox"/>		
<p>The Contractor for the Washington St Streetscape Project, C.E. James, has requested a ten (10) day time extension due to delays caused by an unknown water main conflict and numerous gas main conflicts.</p> <p>The gas company, Florida Public Utilities (FPU), participated in reviewing the plans during the design process but once construction started quickly realized that the maps they had for the existing gas utility system (which they inherited in 2001) had incorrect and incomplete information. FPU is now in the process of scheduling crews to begin relocating the entire main from Duss Street to the FECR railroad tracks.</p> <p>This time extension is a zero dollar request and will not change the original contract amount.</p>		
<b>Funding Analysis:</b> Budgeted <input type="checkbox"/> N/A <input type="checkbox"/> If not budgeted, recommend funding account:		
<b>Exhibits Attached:</b> 1. Time Extension Request (dated 3/13/13) 2. Letter from C.E. James to FPU (dated 3/7/13)		
<b>Reviewed By:</b>	<b>Name:</b>	<b>Signature:</b>
CRA Director	Tony Otte	
Finance Director	Althea Philord Bradley	
City Attorney	Frank Gummey III	
City Manager	Pam Brangaccio	
<b>Commission Action:</b>		
Page 130 of 463		

Regular Meeting - April 9, 2013



March 13, 2013

Community Redevelopment Agency  
City of New Smyrna Beach  
210 Sams Avenue  
New Smyrna Beach, Florida 32168

Attn: Michelle Martin,  
CRA Project manager

Re: Washington Street Streetscape Project, time extension

We have been delayed by water and gas line conflicts on the above referenced project. As of today's date we have had to start and stop at structures S-10, S-7 and S-2 as well as the 30" line between S-5 and S-6 and the 15" line between S-5 and S-2.

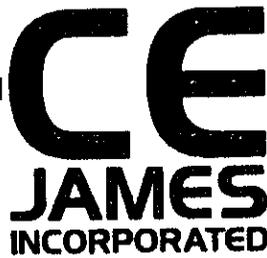
We request 2 days for each conflict considering we have to discontinue operations and relocate to another area. There are five conflicts listed for a total of ten days delay.

Please contact me with any questions in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Cunningham', written over a circular flourish.

Jim Cunningham  
President



March 7, 2013

Florida Public Utilities  
450 Hwy  
Debary, Florida 32713

Attn: Dan Scribble

Re: Washington Street Streetscape Project, gas line conflicts

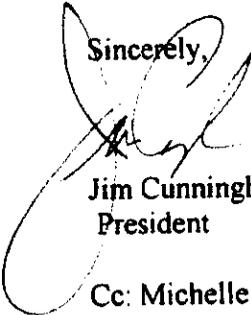
We are continuing to have conflicts with the gas lines on the above referenced project. Last week we encountered two conflicts in the N. Myrthe Avenue and Washington Street intersection. We have had to wait for you to get a contractor on board and get utility locates to relocate or lower the conflicting gas lines. The above is disruptive to our schedule and cannot continue throughout the project.

There are numerous potential conflicts along Washington Street with your gas main as well as the services. The existing services are into the base course of the roadway and need to be adjusted prior to our rebuilding the road. The gas main crossing at street intersections need to be located by your people so we can "pothole" to determine if there is a conflict.

I would suggest you have your contractor have the utility locate updated for the length of the project (as we do) to avoid the 48 hour delay in excavation to resolve a conflict. We also strongly urge you to have a representative present at the progress meetings with the CRA of New Smyrna Beach every other Tuesday at 9:00 AM.

Please contact me with any questions in this matter.

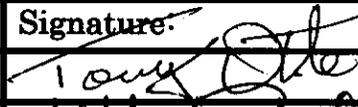
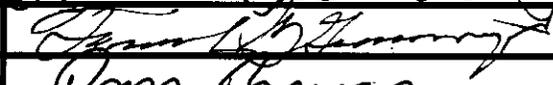
Sincerely,



Jim Cunningham  
President

Cc: Michelle Martin/CRA New Smyrna Beach

## AGENDA ITEM SUMMARY

<b>Department Making Request:</b> Community Redevelopment Agency														
<b>Meeting Date:</b> April 9, 2013														
<b>Action Item Title:</b> Mary Avenue Tot Lot – Bid Award														
<b>Agenda Section:</b> Consent <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Special Items <input type="checkbox"/>														
<p>The Mary Avenue Tot Lot Project includes three (3) components:</p> <ol style="list-style-type: none"> <li>1. The picnic pavilion, restrooms, and walkway;</li> <li>2. The fence; and</li> <li>3. The playground equipment.</li> </ol> <p>The items in numbers one and two were each bid separately. The playground equipment was not bid</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="text-align: center;">Description</th> <th style="text-align: center;">Lowest Responsive Bidder</th> <th style="text-align: center;">Bid Amount</th> </tr> </thead> <tbody> <tr> <td>Buildings and Concrete Work</td> <td>A.G. Pifer Construction Co, Inc</td> <td style="text-align: right;">\$65,805.00</td> </tr> <tr> <td>4ft White Vinyl Picket Fencing</td> <td>Jim's Fencing</td> <td style="text-align: right;">\$6,400.00</td> </tr> <tr> <td style="text-align: center;"><b>Total</b></td> <td></td> <td style="text-align: right;"><b>\$72,205</b></td> </tr> </tbody> </table> <p>Staff has reviewed each of the bids and it is staff recommendation is that the awards go to each of lowest responsive bidders, for a total project amount of \$72,205.</p> <p>Staff is working to get proposals for the playground equipment. It is anticipated that this project will be within the budgeted amount for the project.</p> <p>The budget for this project is \$168,000.</p>			Description	Lowest Responsive Bidder	Bid Amount	Buildings and Concrete Work	A.G. Pifer Construction Co, Inc	\$65,805.00	4ft White Vinyl Picket Fencing	Jim's Fencing	\$6,400.00	<b>Total</b>		<b>\$72,205</b>
Description	Lowest Responsive Bidder	Bid Amount												
Buildings and Concrete Work	A.G. Pifer Construction Co, Inc	\$65,805.00												
4ft White Vinyl Picket Fencing	Jim's Fencing	\$6,400.00												
<b>Total</b>		<b>\$72,205</b>												
<b>Funding Analysis:</b> Budgeted <input checked="" type="checkbox"/> If not budgeted, recommend funding account:														
Acct # 12051502-567201. Available budget: \$160,000.														
<b>Exhibits Attached:</b>														
<ol style="list-style-type: none"> <li>1. Building and Concrete Work Bid Tabulation</li> <li>2. Fencing Bid Tabulation</li> </ol>														
<b>Reviewed By:</b>	<b>Name:</b>	<b>Signature:</b>												
CRA Director	Tony Otte													
Finance Director	Althea Philord Bradley													
City Attorney	Frank Gummey III													
City Manager	Pam Brangaccio													



# City of New Smyrna Beach

## "MARY AVENUE TOT LOT RESTROOMS/ PAVILION "

### New Smyrna Beach, Florida

Sealed Bids for the referenced project were opened publicly in City Hall on Tuesday, March 26, 2013, at 2:00 p.m. The following is a list of the Contractors who submitted a bid for this project.

CONTRACTOR	BID AMOUNT
Dolphin Construction Bond ✓	\$189,989.00
A. G. Pifer Bond ✓	\$65,805.00

Signature: *Alma Flores*

Date: 3/26/13

Witness: *[Signature]* *[Signature]* 3/26/13

Date: 3/26/13

**BID PROPOSAL**

**Mary Avenue Tot Lot Restrooms/ Pavilion  
CITY OF NEW SMYRNA BEACH, FLORIDA**

Pam Brangaccio, City Manager  
210 Sams Avenue  
New Smyrna Beach, Florida 32168

Dear Mrs. Brangaccio:

Pursuant to and in compliance with your ADVERTISEMENT FOR BID dated February 23, 2013 and the INFORMATION FOR BIDDERS AND OTHER CONTRACT DOCUMENTS relating hereto, the undersigned hereby proposes to furnish all tools, labor, equipment and materials to perform all the work necessary for the Mary Avenue Tot Lot Restrooms/ Pavilion, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA, all as required by and in strict accordance with the Contract Documents, Schedules and Drawings, at the prices listed below.

**Mary Avenue Tot Lot Restrooms/ Pavilion**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	COST
1	Concrete Demolition and Disposal	1	LS	\$ 820.00	\$ 820.00
2	Picnic Pavilion and Walkway	1	LS	\$11,877.00	\$11,877.00
3	Restroom and Appurtenances	1	LS	\$51,808.00	\$51,808.00
4	City Building Permit Fees	1	LS	\$ 1,300.00	\$ 1,300.00

TOTAL BID: \_\_\_\_\_

Sixty Five Thousand, Eight Hundred and Five Dollars 00/100  
(Use Words)

\$ \$65,805.00  
(Figures)

Bid Proposal -1

The undersigned bidder agrees to commence work within **TEN (10) CALENDAR DAYS** after the effective date of the Notice to Proceed, and shall complete the work within **SEVENTY-FIVE DAYS (75)** thereafter.

The undersigned bidder hereby represents that he has carefully examined the drawings and the Contract, including all Contract Documents, and will execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications and drawings. The bidder, by and through the submission of his bid, agrees that he has examined and that he shall be held responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstruction, the nature of the ground water conditions, and all other physical characteristics of the work, in order that he may include the prices which he bid, all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which will be encountered in doing the proposed work.

Enclosed is security consisting of 10% of the Bid Amount

The undersigned hereby designates Anthony Gregg Pifer

A.G. PIFER CONSTRUCTION CO. INC.

3629 Old Deland Road, Daytona Beach, FL 32124

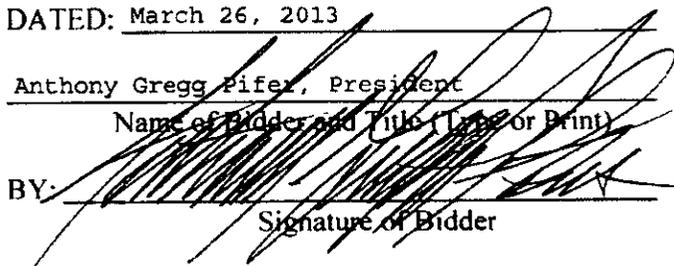
(Type or print business name and address)

as his office to which notices may be delivered or mailed.

DATED: March 26, 2013

Anthony Gregg Pifer, President

Name of Bidder and Title (Type or Print)

BY: 

Signature of Bidder

A.G. PIFER CONSTRUCTION CO. INC.

3629 Old Deland Road

Daytona Beach, FL 32124

Corporation Name & Address

(SEAL, if by a Corporation)

Bid Proposal - 2



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



**MARY AVE TOT LOT – FENCING BID OPENING**

March 26, 2013

Bids were solicited from three (3) local fencing companies and due on March 26, 2013 by 2:00pm, and the following were the results:

Dave's Fence	\$8,297
All Phases	\$8,100
Jim's Fencing	\$6,400

Signature: *[Handwritten Signature]*

Date: 3/26/13

Witness: *[Handwritten Signature]*

Date: 3/26/13



3/15/13  
**Request for Quote**  
**For**  
**Mary Avenue Tot Lot - Fencing**

The City of New Smyrna Beach Community Redevelopment Agency (CRA) is soliciting quotes to replace the existing Mary Avenue Tot Lot wood fence with a new 4 ft white vinyl picket fence.

The existing wood fence will be removed by others. The new fence area will incorporate the new bathrooms and pavillion area (see attached Exhibit A).

The new fencing style is to match the fencing shown in attached Exhibit B and be a 4 ft high commercial grade white vinyl picket fence approximately 450 LF and one (1) latched gate.

If you wish to provide a quote please fill out the bottom of this page and get it to my office via US Mail, hand delivery, email, or faxed no later than 2:00PM on Tuesday, March 26, 2013.

Quotes and any related questions should be directed to:

Michelle Martin, CRA Project Manager  
Community Redevelopment Agency  
210 Sams Avenue, New Smyrna Beach, FL 32168  
(386) 424-2135 office  
(386) 409-4759 fax  
[mmartin@cityofnsb.com](mailto:mmartin@cityofnsb.com)

Quote: \$ 6400.<sup>00</sup>  
Company Name: Jim's Fencing  
Authorized Signature: [Signature]  
Date: 3-26-2013

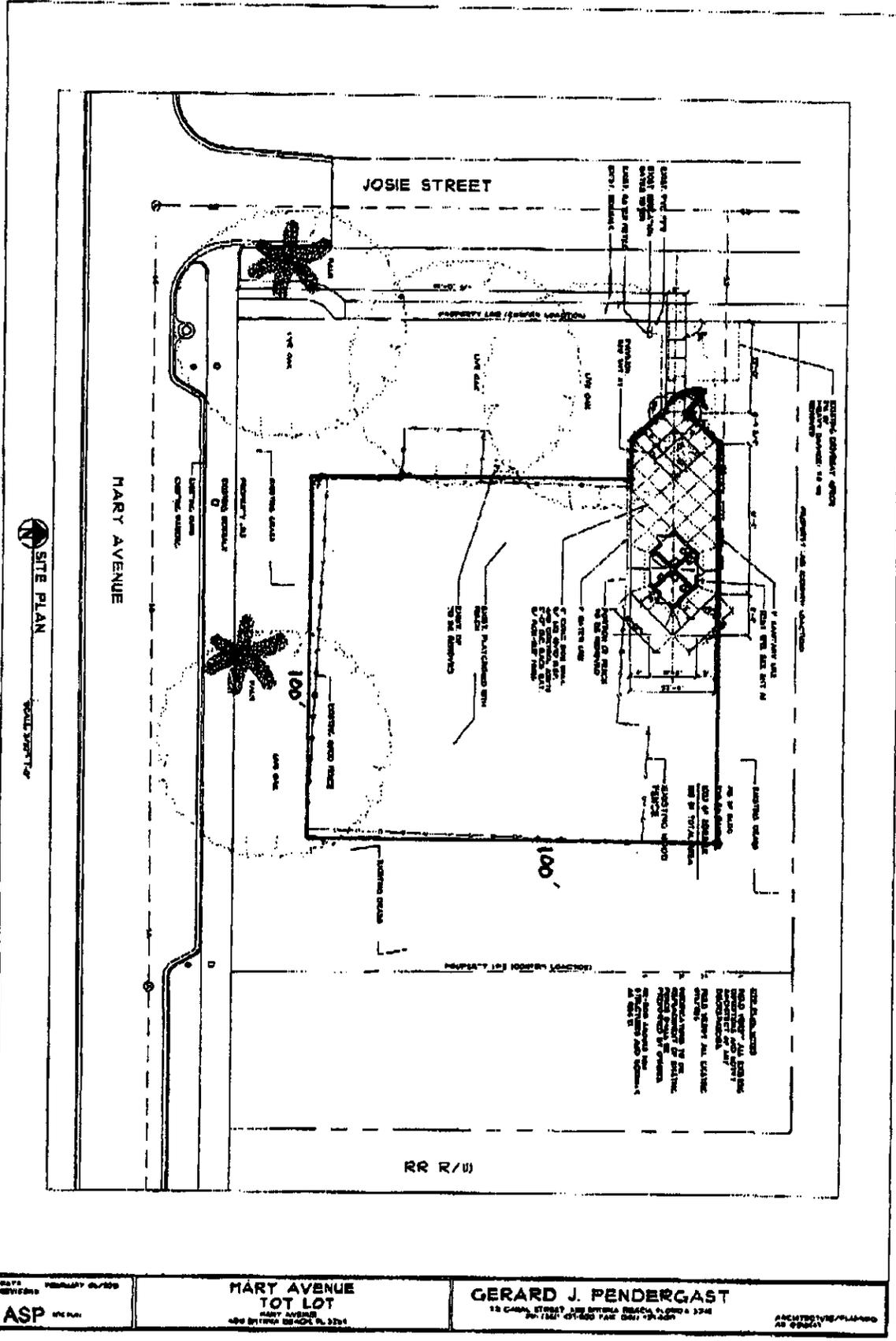


Exhibit A

**JIM DUTTON**  
Licensed/Insured  
651 Middlebury Loop  
New Smyrna Beach, FL 32168



CELL: 689-0429

Fax: 402-4918 CRVJIM@EARTHLINK.NET

DATE 3-25-2013  
SOURCE OF LEAD Michelle  
TELEPHONE NUMBER 424-2135  
JOB LOG NO. 2013

PROPOSAL TO City of New Smyrna Beach  
ADDRESS 210 Sams Av ZONE \_\_\_\_\_  
LOCATION New Smyrna Beach Fl 32168

SPECIFICATIONS All work will be performed in a workmanlike manner and in accordance

Total Height <u>4</u>	Check Caption Preferred	<b>KEY</b> Fence to be erected Tie ons (Get Permission) X Terminal Post O Existing Fence X X X X X Walk Gate Double Gate Clothes post location must be shown on plan Indicate if sides are shared.	Additional Specifications
Post Spaced <u>6</u>	Top Rail <input type="checkbox"/> 1 1/4" O.D.		Top Rail _____ O.D.
Style Fence <u>Vinyl</u>	Line Post <input type="checkbox"/> 1 1/4" O.D.		Line Post _____ O.D.
Gauge <input type="checkbox"/> 9 <input type="checkbox"/> 11	End Post <input type="checkbox"/> 2 1/4" O.D.		End Post _____ O.D.
Knuckled <input type="checkbox"/>	Corner Post <input type="checkbox"/> 2 1/4" O.D.		Corner Post _____ O.D.
Safeguard <input type="checkbox"/>	Walk Gate Post <input type="checkbox"/> 2 1/4" O.D.		Walk Gate Post _____ O.D.
	Drive Gate Posts <input type="checkbox"/> 2 1/4" O.D.		Drive Gate Posts _____ O.D.
	Gate Frames <input type="checkbox"/> 1 1/4" O.D.		Gate Frames _____ O.D.

WOOD FENCE:  Board on Board  Shadow Box  Stockade  Picket Fence  Other \_\_\_\_\_

Panels  Stick-Built **BOBCAT WORK**

ALUMINUM  VINYL  CHAIN LINK  RES  COM  IND

	HL Complete Fence With/Without Top Rails		
	Chainlink		
	Wood		
<u>450 FT</u>	<u>Vinyl 3 Rail white</u>		
<u>1 1/4</u>	<u>1/4 Wide Single Swing Walk Gates</u>		
	<u>1/4 Wide Double Swing Walk Gates</u>		
	Alum		
	Type		
	Hauling		
<input checked="" type="checkbox"/>	Set Posts in Concrete		
	Gate Posts		
	Full Permits		

Top Rail of Fence to Follow Ground  
 Be Level with Lowest Grade  Be Level with Highest Grade

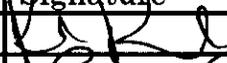
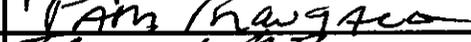
Job Many Tot Fence  
450 FT - 1 gate 4 FT High  
3 Rail white Hampton

TERMS OF PAYMENT: LABOR AND MATERIAL 6400.00  
50% at signing and 50% upon completion.  
No state or local sales or use taxes are included.  
Cash Paid Down \_\_\_\_\_  
Cash Upon Completion 6400.00

Conditions:  
Owner is responsible for notifying contractor (Jim's Hauling & Fencing Services) of any sprinklers or underground lines, pipes, etc. that cannot be located by the Electric, Phone or Cable Companies prior to commencement of project. Jim's Hauling & Fencing Services reserves the right to sub contract any part of contract to other companies.

REPRESENTATIVE J. Dutton

I have read the specifications, terms and conditions and agree to them as stated.  
ACCEPTED \_\_\_\_\_

Department Making Request: City Manager's Office		
Meeting Date: April 9, 2013		
Action Item Title: RFP to Lease 450 3 <sup>rd</sup> Avenue Property		
Agenda Section: Consent <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Admin Items/New <input type="checkbox"/>		
<p><b>Summary Explanation and Background:</b></p> <p>At the Commission January 22, 2013 Agenda, the Commission approved moving forward with a RFP to request proposals to lease City-owned property at 450 3<sup>rd</sup> Avenue (the undeveloped portion of the beachside Fire Station). The property was purchased for \$2.3M; from the 2005 Bond. The City staff has had prepared a survey for the property in order to do the RFP. A copy of the RFP is attached.</p> <p>The Fire Chief has been asked to comment on future need for the property. His comments are as follows: "based on approved land use and what we have estimated for density = demand for fire and rescue on the beachside, we have the capacity to add one more two person unit in a fulltime capacity to the existing station with minor remodel – so we have planned for two fulltime units (currently using one). I will say that if we lease (or Sell) we need to request, if possible, that the parking include 4 spaces dedicated toward potential future use if and when we ever expand the station to add the second unit. Our existing parking will be insufficient to support another fulltime unit if or when that ever comes.</p> <p>The RFP for a lease agreement preserves the property for future City utilization, or eventual sale (when the values increase). The City had been approached by an adjacent property owner, for the development of parking on the site (which could also be used by the Fire Station). A lease arrangement could be similar to five year parking leases the City has with Cormeth &amp; Flagler Dunes; except in this case, the City would receive the lease payments, and the restaurant would pay for the site improvements and liability insurance.</p> <p>Depending on the responses (the RFP process is open to all); a lease would be negotiated for Commission approval. The property has a Commercial future land use designation and is zoned B-2, Neighborhood Commercial. If a parking lot, is the "winning" response to the RFP, they are a permitted use in this district, but City Commission approval would be required for a temporary unpaved parking lot.</p>		
Funding Analysis: TBD based on Request for Proposals received		
Exhibits Attached: RFP for the property		
Reviewed By:	Name	Signature
Assistant City Manager	Khalid Resheidat	 4/2/13
City Manager	Pam Brangaccio	
City Attorney	Frank Gummey	
Commission Action:		



**CITY OF NEW SMYRNA BEACH**  
210 SAMS AVENUE  
NEW SMYRNA BEACH, FLORIDA 32168

## **REQUEST FOR PROPOSALS**

**for**

**The Development, through Lease, of 450 3<sup>rd</sup> Ave,  
LOTS 9 TO 12 INC & LOTS 20 TO 23 INC BLK 23 DETWILERS 1ST ADD  
NEW SMYRNA BCH MB 7 PG 85 PER OR 5231 PG 3295 PER OR 5822  
PGS 0190-0191 INC, corrected Plat of First addition to J. Y. Detwiler  
subdivision), New Smyrna Beach, Florida**



**SUBMISSION DEADLINE:**

**2 pm local time**

**Thursday, April 25<sup>th</sup>, 2013**

## **Table of Contents**

- A. Introduction
- B. RFP Response due date and time
- C. Contact Information
- D. Property Overview
- E. Submittal Requirements

### **Attachments**

- 1. Aerials
- 2. Sketch of Description (not a survey)

## **A. INTRODUCTION**

The City of New Smyrna Beach (hereinafter referred to as "the City") is soliciting Responses to this Request for Proposals (RFP) to lease for a long or short term approximately one (1) acre for Development adjacent Fire Station property. The proposer should outline its short term and/or long term utilization of the site; with a proposed lease payment; and plan for development to the City. The lease, if approved by the City Commission, shall be in accordance with the successful proposal and negotiated terms and conditions set forth in an agreement between the City and the successful respondent.

The City seeks either a short term or long term use of the Property. For the short term (5 years or less), the City will consider substantial but less than fair market rental payments. For the long term (more than 5 years), the City will consider only fair market rental payments periodically adjustable to market conditions.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient is cautioned and advised to independently verify all of the information contained herein.

## **B. RFP RESPONSE DUE DATE & TIME**

The Proposer shall submit on letterhead stationary the following information at a minimum:

- a. The legal name of the Proposer, its address and registered agent (if applicable).
- b. The intended use of the Property.
- c. The length of term of the Lease.
- d. The amount of rental payments.
- e. The source of funds for development.
- f. References including credit references and authorization for references to release information.
- g. Insurance statement.

RFP Response packages shall be mailed or hand-delivered to the Finance Department, located on the second floor of the New Smyrna Beach City Hall at 210 Sams Avenue, New Smyrna Beach, Florida 32168. **RFP RESPONSE PACKAGES ARE TO BE RECEIVED NO LATER THAN 2 PM LOCAL TIME, THURSDAY, APRIL 25, 2013.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in Finance Department will be the official authority for determining late responses.

A copy of this Request for Proposals will be available online on the City's website ([www.cityofnsb.com](http://www.cityofnsb.com)) and on DemandStar at [www.DemandStar.com](http://www.DemandStar.com). This RFP may appear on other websites as well.

All RFP information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope **RFP Response: For 450 3<sup>rd</sup> Ave. New Smyrna Beach, FL.** Respondent's name and return address must be clearly identified on the outside

of the envelope. These documents constitute the complete set of terms and conditions, specification requirements, and forms for the RFP.

### **C. CONTACT INFORMATION**

For information concerning the procedure for responding to this Request for Proposals (RFP), contact Assistant City Manager/Public Works Director Khalid Resheidat at 386-424-2209 or email [kreishadat@cityofnsb.com](mailto:kreishadat@cityofnsb.com) . Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFP documents shall be submitted in writing and directed to the City of New Smyrna Beach, 210 Sams Ave, New Smyrna Beach, Fl 32168, Attention: Khalid Resheidat, Assistant City Manager/Public Works Director. Questions may also be sent via e-mail at [kreishedat@cityofnsb.com](mailto:kreishedat@cityofnsb.com). Questions received after April 15, 2013 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Respondents in submitting their response.

### **D. PROPERTY OVERVIEW**

Owner/Seller: City of New Smyrna Beach

Name of Property: Vacant land west of the fire station on 3<sup>rd</sup> Avenue, New Smyrna Beach (referred to hereinafter as "The Property")

Address 450 3<sup>RD</sup> Avenue

County: Volusia

Full Parcel ID 16-17-34-05-23-0060

Short Parcel ID 7416-0-23-0060

Legal Description: LOTS 9 TO 12 INC & LOTS 20 TO 23 INC BLK 23 DETWILERS 1STADD NEW SMYRNA BCH MB 7 PG 85 PER OR 5231 PG 3295 PER OR 5822 PGS 0190-0191 INC

Size 1.05 Acre, 200' x 200', 200' frontage on 3<sup>rd</sup> Avenue

Land Use Designation The property currently has a future land use designation of "Commercial." Please see the attached description for this land use designation.

Zoning: The property is zoned "B-2, Neighborhood Business District." A copy of the description of this district is in the attachments. To give some indication, B-2, Neighborhood Business District zone has a front yard size of 35 feet. Also note that the Commercial future land use designation has a Floor Area Ratio of 2.0; for residential uses, 8.01 - 12 units per acre, or for hotel use 24 units per acre.

## **E. SUBMITTAL REQUIREMENTS**

### RFP CONTENTS BY SECTION

Sections of the RFP response should be tabbed and arranged in the sequence shown in the following sections.

#### **1. Conceptual Development and Vision**

- a. Narrative and Vision Statement – provide a clear statement for the Respondent’s vision for the Site, including how the envisioned project will relate to the surrounding area.
  
- b. Long term Development Program – present in both narrative and visual form the extent of the development proposal for the Site. Drawings may be “conceptual” in format, but should be detailed enough to reflect the scope of the proposed development. These elements can include: height; scale; square footage of units; proposed architectural style and material types; site and building orientation; and building setback design. Proposed buildings for the site shall have an architectural style in keeping with the surrounding area. The Conceptual Site Plan shall include, at a minimum, the following:
  - The layout of any buildings on the site
  - Ingress and egress points
  - General location and number of parking spaces
  - Height and dimensions of buildings, and square footage
  - Architectural style, building materials and general design
  - Landscaping style and quantity
  
- c. Short term sketch plan – Respondent shall submit a sketch plan for a short term development.

Additional Considerations: Identify any additional or unique resources, capabilities or assets which the Respondent would bring to this project outside the scope of the project.

#### **2. Development Schedule**

Each Respondent shall submit a proposed design, Agency review, and construction schedule.

**PROPOSER EXPENSES** - The City is not responsible for any expenses that Respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any such expenses and will not be liable for any costs incurred by the Respondent in connection with any interviews/presentations.

REGULATORY MEETING - April 9, 2013  
ASSIGNMENT: The awarded Respondent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the City Commission, New Smyrna Beach, Florida.

CONTRACT: The contents of this RFP and all provisions of the successful proposal deemed pertinent by the City may be incorporated into a contract and become legally binding.

RESPONDENT'S RESPONSIBILITY: A Respondent, by submitting a proposal represents that:

- A. The Respondent has read and understands the RFP in its entirety and the response is made in accordance therewith, and;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide an efficient and successful project to the City, and;
- C. Before submitting a response, each Respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of New Smyrna Beach, Florida, upon which the Respondent will rely. If the Respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief.

#### INSURANCE:

The Respondent must provide a statement that the firm is capable of meeting all insurance requirements as listed below. Respondent further agrees to provide and maintain at all times during the term of an agreement that may result from this RFP and response, without cost or expense to the City of New Smyrna Beach, policies of insurance insuring the Respondent against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Respondent under the terms and provisions of said agreement. The Respondent will provide the City with copies of current appropriate business licenses.

- Commercial General Liability – in the amount of \$1 million aggregate.
- Liability – Auto, in the amount of \$100,000/300,000.
- Workers' Compensation – Statutory
- Employers' Liability in the amount of \$1 million per occurrence.
- Professional Liability in the amount of \$1 million per occurrence
- Pollution Insurance in the amount of \$1 million per occurrence

The Respondent shall carry Property Damage and Public Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. All insurance policies shall be issued by insurers licensed to do business in the State of Florida and any insuring company is required to have a minimum rating of B, Class VIII in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

~~Regular Meeting, April 9, 2013~~  
Worker's Compensation and Occupational Disease. The Respondent shall secure and maintain at its sole cost and expense during the contract term, all Worker's Compensation insurance required by Florida law, for Respondent and all employees who are to provide services under this contract, and shall require consultants or subsidiaries doing work in connection with said agreement to provide the same coverage, without exclusion of any class of employee. Respondent's liability coverage with limits of not less than \$100,000 for each accident or illness shall be included.

The Respondent shall either cover any subcontractors on its policy or require the subcontractor to conform to these requirements and file appropriate forms with the City.

Certificate of Insurance. A certificate of insurance indicating that the Respondent has coverage in accordance with the requirements herein set forth shall be furnished by the respondent to the City Representative within thirty (30) days from the execution of the contract and annually upon renewal thereafter. Respondent agrees that City will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance have been provided to the City Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the City. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- (1) The name of the insured Respondent, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.
- (2) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- (3) City shall be named or additional named insured on Public Liability Insurance and Automobile Liability Insurance.

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Respondent and/or subcontractor providing such insurance.

SITE CONDITIONS: The City makes no representations as to the physical condition of the Property, its suitability for any use or its compliance with regulatory requirements. The Proposer shall be responsible for any clearing and grubbing, filling and any other preparation and/or remediation of the Property.

PROPERTY TAXES: Any lease granted by the City will require the lessee to pay all property taxes levied against the Property and/or lease.

MINIMUM REQUIREMENTS: The requirements listed are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular Respondent, but to ensure that the City receives quality responses.

# LOCATION MAP





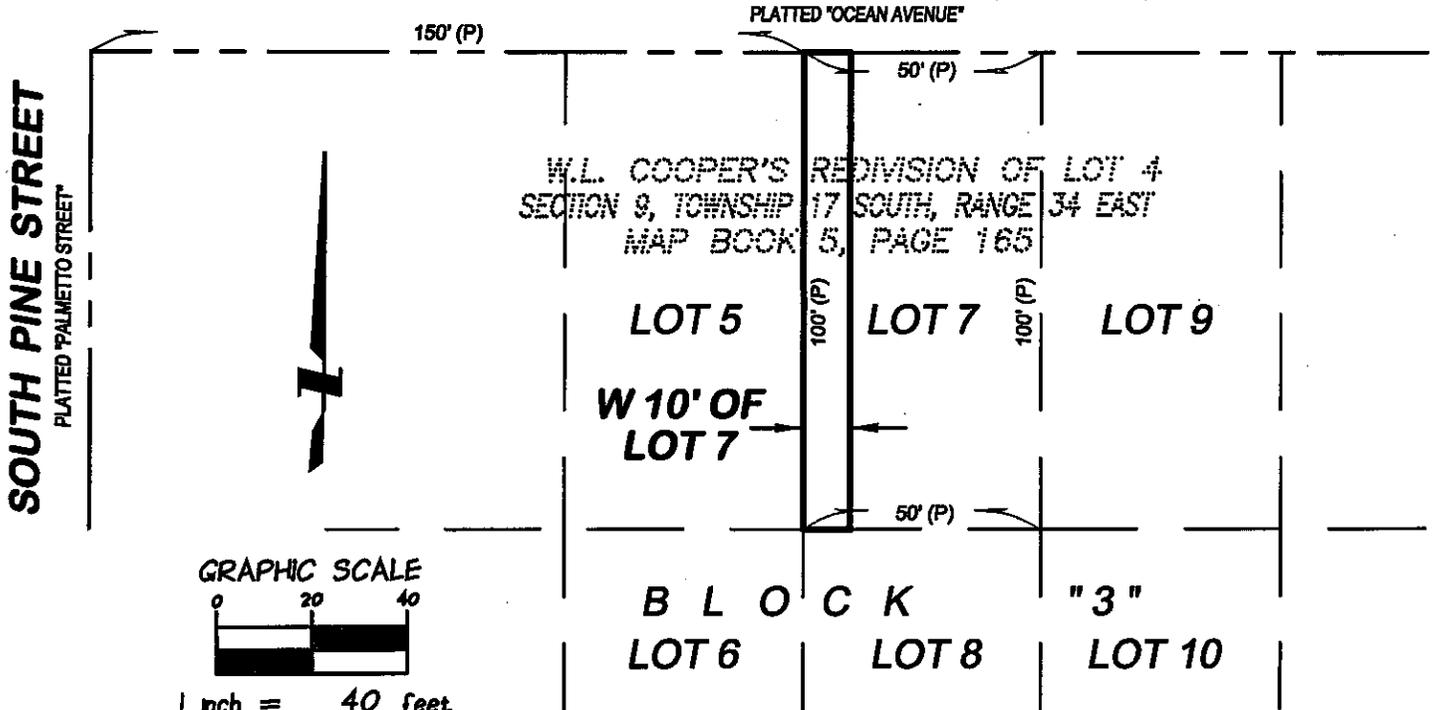
### SKETCH OF DESCRIPTION OF (NOT A SURVEY)

The West 10 feet of Lot 7, Block 3, W. L. COOPER'S REDIVISION OF LOT 4, SECTION 9, TOWNSHIP 17 SOUTH, RANGE 34 EAST, according to the plat thereof, as recorded in Map Book 5, Page 165 of the Public Records of Volusia County, Florida.

**REPORT:**

1. Description prepared by the undersigned at the request of the client.
2. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
3. This sketch of description and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
4. This sketch of description and report is subject to any facts that may be disclosed by a full and accurate title search.
5. 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.
6. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
7. **This sketch is not an actual Boundary Survey.**
8. 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.
9. 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.

### COLUMBUS AVENUE (30' R/W)



DATE PREPARED: 03/08/2013

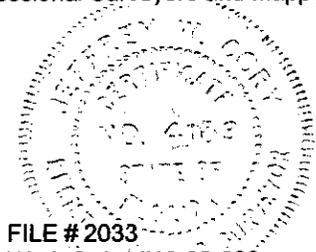
I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information and belief as prepared under my supervision on the dates shown thereon. I further certify that this sketch of description meets the minimum technical standards set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

Signed: Jeffrey W. Cory

Jeffrey W. Cory  
Professional Surveyor and Mapper License Number 4139

Daniel W. Cory Surveyor, LLC  
Certificate of Authorization Number LB 7883  
300 Canal Street  
New Smyrna Beach, Florida 32168  
(386) 427-1511

Seal:



FILE # 2033  
Work Order #13-03-002  
Part of Lot 7, Block 3  
COOPER'S SUB  
(City of New Smyrna Beach)

## AGENDA ITEM SUMMARY

**Department Making Request:** Community Redevelopment Agency

**Meeting Date** April 9, 2013

**Action Item Title** Phases for the Opportunity Site Grant for the Canal Street Center (former Badcock Furniture Store)

**Agenda Section:** Consent  Public Hearing  Special Items

### Summary Explanation and Background

The contract for the Opportunity Site Grant for Canal Street Center (the former Badcock Furniture Store) allows for grant payments in two phases. The phases were not described in the contract. Paragraph 4.d of the contract states, "The work will be completed in two phases (the scope of each phase has not yet been determined.)" This section also lists the type of work that is eligible for consideration as project reimbursement and match:

"The scope of work is to include the following: new electric, new plumbing, new roof and insulation, a standing seam metal roof, new heating, ventilation, and air conditioning system, new impact resistant windows and doors, new parapet, new rest rooms, courtyard, finishes, new stucco, new paint, landscaping, and site work, with the existing interior to be demolished and the tenant separation to be fire rated. The interior build-out will be done by future tenants."

Recently the property owner has submitted documentation for project expenses to date and has requested that the phases now be specified in order to consider these expenses to be eligible for payment as Phase 1. There are several items included that were not listed with the contractor's estimates that were submitted with the original application. (Note: the application provided two contractor estimates. The property owner hired a different contractor, but CRA staff is using the lower of the two contractor estimates for the purposes of reimbursement.)

Note: this agenda item does not request a change in the funding amount.

**Recommended Action/Motion:**

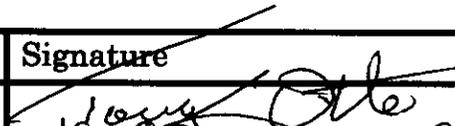
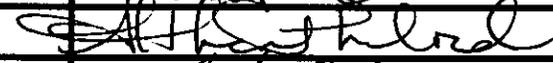
Staff recommends that the contract be amended to specify the Phase 1 work as follows: All items that have been completed and accepted by CRA staff as eligible reimbursement and match expenses as of March 31, 2013, and Phase II work defined as all items that have been completed and accepted by CRA staff as eligible reimbursement and match expenses beginning April 1, 2013 until the grant period ends. "Eligible reimbursement and match expenses" are those expenses listed in Section 4 d of the contract (noted above) as well as:

- the following items that are listed as eligible expenses in the Opportunity Site Grant Program regulations:
  - "impact fee or permit fee"; and
  - "the preparation of construction plans, but not conceptual plans"; and
- an elevator (required by the building code for use of the second floor.).

**Funding Analysis:** Budgeted   x   If not budgeted, recommend funding account: .Funding for this grant has been encumbered from line item 583003, Development Assistance and Incentives.

**Exhibits Attached:**

1. P. 3 of the Canal Street Center contract

Reviewed By:	Name	Signature
CRA Director	Tony Otte	
Finance Director	Althea Philord	
City Attorney	Frank Gummey	
City Manager	Pam Brangaccio	

construct. Therefore, the grant award is contingent on Canal Street Properties LLC closing on the construction loan.

**B.** The total Property renovation is estimated to cost \$948,405 (total project budget. Note that this figure may change if the third contractor's estimate is lower). The Opportunity Site Grant for the Property will not exceed \$475,000 and will be provided on a 50/50 matching and reimbursement basis in two phases as provided herein.

**C.** The work to be completed is depicted in the architect's rendering, the site plan, and the floor plan for the renovation of the Property, subject to permit review. These and other application documents are included in the contract by reference.

**D.** The work will be completed in two phases (the scope of each phase has not yet been determined.) The intent of the renovation design is to provide a central service core for restrooms, deliveries, utilities, and circulation. An open air courtyard is adjacent to US on the western edge of the central core. The building will be divided into multiple tenant spaces. The scope of work is to include the following: new electric, new plumbing, new roof and insulation, a standing seam metal roof, new heating, ventilation, and air conditioning system, new impact resistant windows and doors, new parapet, new rest rooms, courtyard finishes, new stucco, new paint, landscaping, and site work, with the existing interior to be demolished and the tenant separation to be fire rated. The interior build-out will be done by future tenants.

**E.** Award of Opportunity Site Grant does not preclude the owner or tenant(s) from seeking a future Combined Grant for interior leasable spaces in the building. Owner shall pay one half of the CRA's portion of the grant.

**F.** The granting of CRA funds in this program for this project is contingent on City Commission approval of this contract and related documents.

**G.** The Property must comply with all local, state, and federal enactments including land use regulations, the City's Land Development Regulations, zoning, building codes and permitting procedures, The Canal Street Design Guidelines, and any other applicable laws and regulations.

**H.** The applicant must supply approved plans and specifications, a detailed time schedule and schedule of costs, which shall be attached to the grant and become a condition of the grant, to be provided prior to permit approval. The time schedule shall provide that all permits shall be received no later than 120 days following City Commission approval of the grant, and that both phases of the building renovation will be completed no later than one year from the date of City Commission approval. Any extension request shall be due to a cause not contemplated by the parties and shall not be unreasonably withheld. In order to be granted such an extension request must be approved by both the CRA and the City Commission.

## AGENDA ITEM SUMMARY

<b>Department Making Request:</b> Special Event Committee		
<b>Meeting Date:</b> April 9, 2013		<b>1<sup>st</sup> Reading:</b> X
<b>Action Item Title:</b> Waves of Grace Film Production		
<b>Agenda Section:</b> Consent <u>  X  </u> Public Hearing <u>    </u> Special Items <u>    </u>		
<p><b>Summary Explanation and Background:</b>                  Filming Dates – April 11 – May 10, 2013</p> <p style="text-align: center;">Various Locations to include:                  Old Fort Park, Brannon Center, Police Station, 27<sup>th</sup> Avenue Park, Flagler Avenue</p> <p style="text-align: center;">Requested by: C Joy Productions</p> <p>Hillary Walker of C Joy Productions is requesting permission to utilize several venues on various dates throughout the city for filming of a feature length film, Waves of Grace which is intended for Commercial Release.</p> <p>A request is being made to close Flagler Avenue from S. Cooper Street to S. Atlantic Avenue on Monday, April 15, 2013 from 6:00am -6:00pm. North and South Atlantic would remain open to all traffic. They have met with the Merchants of Flagler and the merchants are aware of and okay with the proposed street closure request .</p>		
<b>Recommended Action/Motion:</b> Staff Recommends Approval		
<b>Funding Analysis:</b> Budgeted <u>    </u> If not budgeted, recommended funding account: No expense should be incurred by City.		
<b>Exhibits Attached:</b> Special Event Application, Location agreements, Overview of project		
<b>Reviewed By:</b>	<b>Name</b>	<b>Signature</b>
Recreation/S.E. Supv.	Elizabeth R. Yancey	<i>Elizabeth R. Yancey 3-27-13</i>
Asst. City Manager	Khalid Resheidat	<i>Khalid Resheidat 3/27/13</i>
Finance Director	Thea Philord	<i>Thea Philord</i>
City Attorney	Frank Gummey	<i>Frank Gummey</i>
City Manager	Pam Brangaccio	<i>Pam Brangaccio</i>
<b>Commission Action:</b>		

**C Joy Productions, LLC**

**"Waves of Grace"  
Locations Agreement**

C Joy Productions, LLC have advised the undersigned that you are producing a motion picture tentatively entitled "Waves of Grace", (the "Picture"). C Joy Productions, LLC and the undersigned hereby agree as follows:

1. The undersigned hereby irrevocably grants you and your agent's licensees, successors and assigns:

(a) The right to enter and remain upon the property, which shall include not only real property but any fixtures, equipment or other personal property thereat or thereon, located at:

City of New Smyrna Beach (the "Property"), with personnel and equipment (including equipment) for the purpose of photographing scenes and making recordings of said property in connection with the production of the Picture on the following date(s):

Apr 08 - May 10 2013. If the weather or other conditions are not favorable for such purpose on such date(s), the date(s) commencing at a mutually agreeable time following the end of the unfavorable conditions.

(b) The right to take motion pictures, videotapes, still photographs and/or sound recordings on and of any and all portions of the Property and all names associated therewith or which appear in, on or about the Property.

(c) All rights of every nature whatsoever in and to all films and photographs taken and renewals and extensions thereof, and the exclusive right to reproduce, exhibit, distribute, and otherwise exploit in perpetuity throughout the universe (in whole or in part) such films, photographs and recordings in any and all media, whether now picture and the advertising and other exploitation thereof.

2. C Joy Productions, LLC agree to indemnify and to hold the undersigned harmless from and against all liability or loss which the undersigned may suffer or incur by reason of any injury to or death of any person, or damage to any property (ordinary wear and tear excepted), directly caused by any of your agents or employees when present on the Property or by reason of the use by any of your agents or employees or any equipment brought by them on to the property.

3. The undersigned warrants and represents that the undersigned has the full right and authority to enter into this agreement and grant the rights herein granted, and that the consent or permission of no other person, firm, or entity is necessary in order to enable you to exercise or enjoy the rights herein granted.

4. The undersigned hereby releases you from, and covenants not to sue you for, any claim or cause of action, whether known or unknown, for defamation, invasion of his privacy, right of publicity or any similar matter, or any other claim or cause of action, based upon or relating to the exercise of any of the rights referred to in Paragraph 1 hereof; provided, however, that the foregoing shall not affect your obligations to indemnify the undersigned pursuant to Paragraph 2 hereof.

5. The undersigned further warrants neither he/she or anyone acting for him/her, gave or agreed to give anything of value, except for use of the Property, to anyone at C Joy Productions, LLC associated with the production for using the Property as a shooting location.

**C Joy Productions, LLC**

6. This agreement shall inure to benefit of and shall be binding upon your and C Joy Productions, LLC respective successors, licensees, assigns, heirs and personal representatives. You shall not be obligated actually to exercise any of the rights granted to you hereunder; it being understood that your obligations shall be fully satisfied hereunder by this agreement. The agreement constitutes the entire agreement between parties with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties.

ACCEPTED & AGREED TO:

C Joy Productions, LLC

\_\_\_\_\_  
Signature

By: Hillary J. Walker

\_\_\_\_\_  
(Please Print Name)

Print: Hillary J. Walker

\_\_\_\_\_  
(Title)

Title: Locations Manager

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

Date: \_\_\_\_\_



Meeting - April 9, 2013

# CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION FOLLOW-UP

Name of Event Waves of Grace Film - C-Joy Productions  
 Event Date April 18 - May 8th, 2013  
 Contact Information Hilary Walker (386) 314-6158-145 Canal St.  
 Brief Description of Event Filming in the NSB AACA

### Staff Reviewed

Name	Dept.	Phone	E-mail	Date
<i>Elizabeth Lacey</i>	Recreation/S.E.	386-424-2175	lyancey@cityofnsb.com	3-19-13
<i>Sam [Signature]</i>	Maint Ops.	386-424-2199	hbeard@cityofnsb.com	3-19-13
<i>[Signature]</i>	Planning & Dev	386-424-2015	jgove@cityofnsb.com	3-19-13
<i>Chris Dymond</i>	Fire Department	386-424-2128	cdymond@cityofnsb.com	3-19-13
<i>Chris Kuss</i>	Police Department	386 424 2244	CKKUS@CITYOFNSB.COM	03/19/13
<i>Barbara Bobelak</i>	Code Enforcement	386-424-2131	bbobelak@cityofnsb.com	3-19-13
<i>[Signature]</i>	Bldg. Department	386-424-2139	mknotek@cityofnsb.com	3-19-13

### Conditions of Approval

- 1) Request to close Flagler Ave between S. Cooper to S. Atlantic from 6:00 a.m. to 6:00 p.m. on 4-15-13. (N. Atlantic and S Atlantic will remain open to all traffic) - rain date if needed
- 2) USE OF CITY VEHICLE (POLICE) AND UNIFORMS? and city owned facilities as listed.
- 3) rolling barricades as needed.
- 4) will need to coordinate with Flagler Ave. Merchants

City Commission Approval Required?

Yes

No

Regular Meeting - April 9, 2013

DATES FOR USE OF NEW SMYRNA BEACH AREAS

OCEAN FRONT; Hill street, 8<sup>th</sup> - 11<sup>th</sup>. April 11<sup>th</sup> & April 29<sup>th</sup> - *Private owners*

FLAGLER AVE; April 15<sup>th</sup> - Street Closed from S. A1A to S. Cooper Street

27<sup>th</sup> STREET PARK; April 16<sup>th</sup> - *City and County*

NEW SMYRNA DUNES PARK: May 1<sup>st</sup> (Alternate: *County of Volusia*)

COURTHOUSE ANNEX: May 6<sup>th</sup> - *County*

POLICE STATION: May 6<sup>th</sup>, Exterior night, cruiser leaving parking lot *City*

BRANDON CENTER/ ~~SUGAR MINE~~ ~~RUINS~~: May 6<sup>th</sup> *OLD FORT*

**C Joy Productions**

145 Canal Street  
NEW SYMRNA BEACH  
Fl 322168

Tel: 386 410 4964  
Fax: 386 423 0067

Hello,

C Joy Productions would like to consider your premises/facilities as a potential location for our upcoming movie, *WAVES OF GRACE*.

We thought it would be courteous to furnish you with some basic information concerning our project.

- Our film is targeted for a Cert PG rating.
- It is a full feature film/motion picture
- The subject matter is spiritual and ultimately uplifting
- Our aesthetic goals are to capture New Smyrna Beach beautifully
- Our team is very experienced and accomplished
- We are keen to use authentic NSB locations as a priority

We are attempting to make a film that will enjoy a wide release and this could potentially mean that your premises will feature prominently in a popular, uplifting movie.

Please see the attached synopsis and we hope that you will consider becoming a part of our project.

Best

Locations  
C Joy Productions  
Tel: 386 410 4969  
Cell:

**WAVES OF GRACE:**

Written & Directed by: HEATH JONES  
Producer: SYLVIA CAMINER  
Executive Producer: CINDY JOY GOGGINS

**SYNOPSIS:**

After awakening from days of drunken chaos, GRACIE TURNER, a young, twenty something drifter, awakens in the sand dunes of New Smyrna Beach, a quiet, Florida beach town. As Gracie tries to piece together the missing hours of the previous few days, she is confronted by her father and step mother, who have traveled all the way from New York to find Gracie after she telephoned them during a blackout, threatening to kill herself.

And so begins a journey into discovery for Gracie, where she must face deeper truths about her life, truths that promise to set her tortured spirit free.

But, as with all great journeys, Gracie must learn to avoid the temptations of her darker self, temptations that threaten her sanity, her sobriety and ultimately, her very life.



# CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

OFFICE USE ONLY
DATE RECEIVED:
RECEIVED BY:
REVIEW DATE:

### SPECIAL EVENTS:

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

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

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

### 1.0 REQUIRED INFORMATION:

1.1 Name of Event Film Production Waves of Grace

1.2 Name of Producer and/or Promoter C Joy Productions

1.2 Type of Organization  Non-Profit  For-Profit  Charitable  Government

1.3 Contact Person Hillary J. Walker

1.4 Address 145 Canal Street  
 City New Smyrna Beach State FL Zip Code 32168

1.5 Work Phone 386-410-4964 Home Phone (386) 314-6158 Fax Number \_\_\_\_\_  
 Email Address hillaryjwalker@hotmail.com Website \_\_\_\_\_

### 2.0 BILLING INFORMATION:

2.1 Is the party responsible for billing the same as above?  Yes  No

If no, please provide the proper information below:

Name: C Joy Productions Address: 145 Canal Street  
 City: New Smyrna Beach State: FL Zip Code: 32168  
 Work Phone: (386) 410-4964 Fax Number: (386) 423-0067

### 3.0 EVENT INFORMATION:

3.1 Date(s)  
Requested: Various Dates 4/11/13-5/10/13

3.2 Location of Event: Various Locations in NSB (Flagler Ave, Police Station, 27th Ave Beach Approach) etc.

3.3 Description of Event: Filming of Feature length film Waves of Grace intended for Commercial Release

3.4 Site Plans are required and must include:

- Pedestrian Access  Parking and Vehicular Access  Location of Port-o-Lets (if any)  
 Dumpsters and/ or Trash Cans  Number and Location of Vendor Display Areas Venue/  
Stage (if any)  Tents  Barricades/ Cones

3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of \$1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable. *(Signature)*

- 3.6 Will an admission fee be charged for the event?  Yes  No  
Will an admission fee be charged prior to the event?  Yes  No  
Will fees be collected on-site before/ during event?  Yes  No

3.7 Event time: Date: \_\_\_\_\_ Start: \_\_\_\_\_ a.m./ p.m. End: \_\_\_\_\_ a.m./ p.m.  
Set-up: Date: \_\_\_\_\_ Start: \_\_\_\_\_ a.m./ p.m. End: \_\_\_\_\_ a.m./ p.m.  
Breakdown: Date: \_\_\_\_\_ Start: \_\_\_\_\_ a.m./ p.m. End: \_\_\_\_\_ a.m./ p.m.  
Rain date: Date: \_\_\_\_\_ Start: \_\_\_\_\_ a.m./ p.m. End: \_\_\_\_\_ a.m./ p.m. } *See List Provided*

How will the general public be notified about a cancellation/ postponement of the event?

Anticipated number of attendees: \_\_\_\_\_

3.8 Have you held this event in the City of New Smyrna Beach previously?  Yes  No

If yes, previous date(s): \_\_\_\_\_ Location(s): \_\_\_\_\_

Have you held this event in another City?  Yes  No If yes, list location \_\_\_\_\_

3.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?  Yes  No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

3.10 Will the special event involve the use of aircraft?  Yes  No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than \$1,000,000 per person for bodily injury or death, \$2,000,000 per occurrence of death, and \$500,000 per occurrence for property damage, naming the City of New Smyrna Beach as "additionally insured."

3.11 Will the special event involve the use of motorcycles?  Yes  No

4.0 **ENTERTAINMENT:**

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

4.2 Will you be using a sound system?  Yes  No

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

4.3 Name of Contractor: \_\_\_\_\_ Type of System: \_\_\_\_\_

4.4 Sound Time: Start: \_\_\_\_\_ a.m./ p.m. End: \_\_\_\_\_ a.m./ p.m.

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

4.6 Name of Contractor: \_\_\_\_\_

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

4.8 Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

5.0 **SPECIAL EFFECTS:**

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

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

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

5.4 Location of Special Effects: \_\_\_\_\_

5.5 Effects Producer/ Company Name: \_\_\_\_\_

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

5.7 Phone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

5.8 Proof of insurance is required for all special events.

Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

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

**6.0 PARADES:**

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

6.2 How many will participate? \_\_\_\_\_

6.3 Plan of route attached?  Yes  No

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

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

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

6.7 Will the parade require any road closures?  Yes  No

If yes, City Commission approval will be required.

**7.0 PROPOSED RETAIL SALES**

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

7.2 How many vendor locations do you hope to accommodate? \_\_\_\_\_

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

Clothing \_\_\_\_\_  Food/ Beverage \_\_\_\_\_  Jewelry \_\_\_\_\_

Other (describe) \_\_\_\_\_

**8.0 PROPOSED SPONSORS:**

8.1 Will there be any sponsors?  Yes  No If yes, complete below.

8.2 How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising).  
\_\_\_\_\_  
\_\_\_\_\_

**9.0 ALCOHOLIC BEVERAGES/ LIQUOR LIABILITY:**

9.1 Will alcoholic beverages be dispensed, provided, or served?  Yes  No If yes, complete below. *- This is a film about recovery - No alcohol will be consumed*

9.2 Name of organization licensed to sell alcohol at the event: *during filming.*

9.3 Limit of liquor liability coverage, if required, will not be less than \$500,000.

9.4 The organization hosting the event is:  For-Profit  Non-Profit/ 501C-3 (see below)

9.5 A copy of the liquor license must be submitted five business days prior to the event.

9.6 Beer Gardens- An applicant who is requesting beer gardens for an event must provide a copy of a liquor license and special event alcohol license issued by the State of Florida. The Police Department will evaluate the security measures to determine the amount of police officers that must be hired.

10.0 **PROMOTION:**

10.1 At what level will the event be promoted?  Local  Regional  National  International

10.2 What type of publicity will be used?  Newspaper  Radio  Television  Internet

Direct Mail  Billboard  Other - The event itself will be promoted locally

10.3 Telephone number to be released for public information: but the film will be promoted + distributed globally.

11.0 **SIGNS:**

11.1 Will you be using signs at your event?  Yes  No If yes, complete below.

11.2 How many signs and what dimensions? \_\_\_\_\_

11.3 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) before digging.

NOTE: Signs may be erected no more than 14 days prior to the special event on private property. All signs shall be removed no later than the day after the event, and must conform to the requirements in the City's Code of Ordinances.

12.0 **FACILITY REQUIREMENTS:**

- 4/15 Flagler Ave  
Barricade

12.1 Will you use temporary structures?  Yes  No If yes, complete below. - Possibly

Stages  Tents  Scaffolding  Booths  Fences  Barricades  Cones  
 Other \_\_\_\_\_

12.2 How many tents exceeding 120 square feet or greater? TBD - As Needed  
(Tents 120 square feet or greater will require tent permits.)

12.3 Tent locations and sizes must be included on the site plan. \_\_\_\_\_

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?  
\_\_\_\_\_

12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

13.0 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event?  Yes  No

13.2 Will there be any road closures?  Yes  No Road Name: Flagler Ave.  
(If a road is requested to be closed, City Commission approval is required.)

- 13.3 Cones, barricades, and fencing are to be provided by the applicant and can be rented from a barricade or rental company.
- 13.4 Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?  Yes  No
- 13.5 Will the event have on-site parking?  Yes  No
- 13.6 Will the event require off-site parking?  Yes  No - *Possibly*
- 13.7 Will a shuttle be used to transport people to the off-site parking area?
- 13.8 Handicapped parking must meet the requirements of Florida Statute 553.5041
- 13.9 A detailed parking plan is required for all parking areas, indicating how all security, fire protection, and emergency vehicles can access a site.

**14.0 PORT-O-LETS:**

14.1 The applicant shall be required to provide adequate facilities to cover the amount of participants.

14.2 How many Port-O-Lets will be on-site? TBD - As Needed

14.3 The location of the Port-O-Lets must be included on the site plan.

RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio.

**15.0 SANITATION:**

15.1 If dumpster service is needed it is required that refuse service be provided through the City's Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212.

15.2 Payment arrangements should be made prior to the event through the Public Works Department.

15.3 Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well.

15.4 Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

**16.0 SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

16.1 What are your plans for providing security at the event? TBD - As Needed

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The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures. There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17.0 CONFIRMATION:

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: Hillary J Walker  
Printed Name: Hillary J. Walker  
Date: 3/19/13 Title of Applicant: Locations Mgr. / Associate Producer Affiliation: C Joy Productions

Event Contact Information:

Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

<u>Contact Name</u>	<u>Contact on-site phone number</u>	<u>Time Period</u>
<u>Hillary J. Walker</u>	<u>(386) 314-6158</u>	<u>24/7</u>

**Special Events Committee Meetings: Every Tuesday at 1:00pm**

Location: Parks & Recreation Department, 1000 Live Oak Street, New Smyrna Beach

**All Applicants must attend one of these meetings to obtain approval.**

\*\*\*\*\*

THE BANNER FORM AND FACILITY USAGE FORM ARE ATTACHED FOR YOUR CONVENIENCE. IF YOU NEED TO UTILIZE A FACILITY OR REQUEST BANNER SPACE RESERVATION, IT IS YOUR RESPONSIBILITY TO TURN THESE FORMS INTO THE PARKS & RECREATION DEPARTMENT SEPARATELY FROM THIS APPLICATION.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Office of America, Inc. (FL) 100 NE Third Ave Ste 85 Ft. Lauderdale, FL 33301  Phone No. (407) 788-3000 Fax No. (954) 318-1383		<b>CONTACT NAME:</b> Carol Bressi-Cilona <b>PHONE (A/C, No, Ext):</b> (954) 334-2421 <b>FAX (A/C, No):</b> (954) 318-1383 <b>E-MAIL ADDRESS:</b> carol.bressi-cilona@ioausa.com	
<b>INSURED</b> C Joy Production, LLC 1904 Hill Street New Smyrna, FL 32169  Phone No. (407) 247-0263 Fax No.		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> EFM - Empire Fire and Marine Insurance Company	<b>NAIC #</b> 21326
		<b>INSURER B:</b> NAS - North American Specialty Insurance Company	29874
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 315133-650156-432987 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
EFM	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		EN9446448-00	03/04/2013	03/03/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
EFM	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE			EN9446448-00	03/04/2013	03/03/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ Included BODILY INJURY (Per accident) \$ Included
NAS	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE			EKN2000568-00	03/04/2013	03/03/2014	PROPERTY DAMAGE (Per accident) \$ 125,000 Max per Auto \$ 500,000 Max Aggregate \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB  DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
NAS	Inland Marine			EKN2000568-00	03/04/2013	03/03/2014	See Attached

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is named as an Additional Insured and Loss Payee as their interests may appear. Production Waves of Grace

All coverages expire at 12:01 a.m. Standard Time.

<b>CERTIFICATE HOLDER</b> City of New Smyrna Beach 210 Sams Avenue New Smyrna Beach, FL 32168-9985 United States Of America  Phone No. (386) 424-2175 Fax No.	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## ADDITIONAL COVERAGE DETAILS

03/25/2013

INSURED **C Joy Production, LLC**

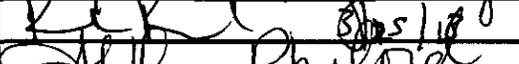
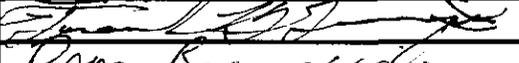
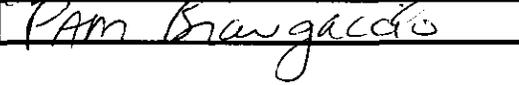
The following is attached to and made part of certificate 315133-650156-432987.

Policy Details	Coverage	Limit	Deductible
<b>Inland Marine</b>			
Company:	North American Specialty Insurance Company		
Policy Number:	EKN2000568-00		
*Period:	03/04/2013 - 03/03/2014: 364 Day(s)		
	Rented Equipment	250,000	2,000
	Owned Equipment	Excluded	
	Rented Props, Sets, Wardrobe	100,000	2,000
	Rented Furs, Jewelry, Art & Antiques Coverage	Excluded	
	Negative Film, Videotape and Digitalized Image	128,750	
	Faulty Stock, Camera & Processing	128,750	5,000
	Faulty Stock, Camera & Processing - Broad Form	Excluded	
	Library Stock Coverage	Excluded	
	Extra Expense	100,000	2,500
	Third Party Property Damage	250,000	2,000
	Office Contents	25,000	1,000
	Cast Coverage		
	Cast Extra Expense	Excluded	
	Cast Covered Person Extension (no sickness)	Excluded	
	Cast Covered Person Extension Aggregate (sickness)	Excluded	
	Cast Covered Person Extension Per Person (sickness)	Excluded	
	Cast Family Bereavement Extension	Excluded	
	Cast Essential Person	Excluded	
	Animal Death, Illness, Injury	Excluded	
	Animal Extra Expense	Excluded	
	Hired/Non-Owned Physical Damage-Aggregate	500,000	
	Hired/Non-Owned Physical Damage-Per Vehicle	125,000	10% of loss, \$1,500 minimum, \$7,500 maximum
	Rental Cost Reimbursement	Excluded	
	Accounts Receivable	Excluded	
	Valuable Papers and Records	Excluded	
	Money & Securities	Excluded	
	Civil Authority	Excluded	
	Agency And Talent Re-Shoot Costs	Excluded	
	Strikes or Civil Protest	Excluded	
	Waiver of Subrogation	Excluded	
	Coverage Extension Endorsement		
	Coverage Extension Endorsement	Excluded	
	Entertainment Enhancement Endorsement		
	Entertainment Enhancement Endorsement	Excluded	
	Worldwide Coverage	Excluded	
	Terrorism	Included	

\*All coverages expire at 12:01 a.m. Standard Time.

Coverage is not afforded for stunts & pyrotechnics except for those declared, scheduled and accepted by the insurance company(s).

For a complete listing of coverages, terms, conditions and exclusions, please view your policy.

<b>Department Making Request:</b> Special Event Committee		
<b>Meeting Date:</b> April 9, 2013		<b>1<sup>st</sup> Reading:</b> X
<b>Action Item Title:</b> 5 <sup>th</sup> Annual New Smyrna Beach Food Festival		
<b>Agenda Section:</b> Consent <u> X </u> Public Hearing <u>    </u> Special Items <u>    </u>		
<b>Summary Explanation and Background:</b>		
<p>Event Date- Thursday, April 18, 2013                  Event Time- 5:00 pm – 9:00 pm                  Set up/Breakdown- 3:00 pm – 10:00 pm                  Estimated participants- 5,000±                  Host: Merchants of Flagler Hospitality Group</p> <p>The merchants of Flagler Hospitality Group are requesting approval to hold their Fifth Annual New Smyrna Beach Food Festival</p> <p>The Flagler Hospitality Group is requesting permission to close Flagler Avenue from Pine Street to S. Atlantic Avenue from 3:00pm-10:00pm.</p> <p>A food festival and block party showcasing local restaurants selling sample sized portions of their favorite dishes and competing for the Best on the Beach Award.</p> <p>Private security will be provided by the Hospitality Group.</p>		
<b>Recommended Action/Motion:</b> Staff Recommends Approval		
<b>Funding Analysis:</b> Budgeted <u>    </u> If not budgeted, recommended funding account: No expense should be incurred by City.		
<b>Exhibits Attached:</b> Special Event Application		
<b>Reviewed By:</b>	<b>Name</b>	<b>Signature</b>
Recreation/S.E. Supv.	Elizabeth R. Yancey	
Asst. City Manager	Khalid Resheidat	
Finance Director	Thea Philord	
City Attorney	Frank Gummey	
City Manager	Pam Brangaccio	
<b>Commission Action:</b>		



Meeting - April 9, 2013

# CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION FOLLOW-UP

Name of Event 5th Annual New Smyrna Beach Food Festival  
 Event Date Thursday April 18, 2013  
 Contact Information Elaine Stathakis (415) 336-0194  
 Brief Description of Event Food Festival

**Staff Reviewed**

Name	Dept.	Phone	E-mail	Date
<i>Elaine Stathakis</i>	Recreation/S.E.	386-424-2175	<a href="mailto:lyancev@cityofnsb.com">lyancev@cityofnsb.com</a>	3-19-13
<i>[Signature]</i>	Maint Ops.	386-424-2199		3-19-13
<i>[Signature]</i>	Planning & Dev	386-424-2015	<a href="mailto:jgove@cityofnsb.com">jgove@cityofnsb.com</a>	3-19-13
<i>[Signature]</i>	Fire Department	386-424-2128	<a href="mailto:jmccallister@cityofnsb.com">jmccallister@cityofnsb.com</a>	3-26-13
<i>Chris Kus</i>	Police Department	386 424 2241	<a href="mailto:CRK005@CITYOFNSB.COM">CRK005@CITYOFNSB.COM</a>	03/19/13
<i>Barbara Bobelak</i>	Code Enforcement	386-424-2131	<a href="mailto:bbobelak@cityofnsb.com">bbobelak@cityofnsb.com</a>	3-19-13
<i>M. Knotek</i>	Bldg. Department	386-424-2139	<a href="mailto:mknotek@cityofnsb.com">mknotek@cityofnsb.com</a>	3.19.13

**Conditions of Approval**

- 1) Close Flagler Ave from Pine St to S. Atlantic Ave ~~5pm~~  
3 pm until 10 pm
- 2) FIRE CHIEF WILL HAVE TO APPROVE AFTER DETERMINING  
NEED FOR EMS. NO ALCOHOL - See attached FD requests
3. Special Event Permit - \$125.00 @ Building Dept.

City Commission Approval Required?  Yes  No



# CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

OFFICE USE ONLY
DATE RECEIVED:
RECEIVED BY:
REVIEW DATE:

### SPECIAL EVENTS:

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

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

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

### 1.0 REQUIRED INFORMATION:

1.1 Name of Event 5th Annual New Smyrna Beach Food Festival

1.2 Name of Producer and/or Promoter Merchants of Flagler Hospitality Group

1.3 Type of Organization  Non-Profit  For-Profit  Charitable  Government

1.4 Contact Person Elaine Stathakis, Chairperson

1.5 Address 392 Flagler Avenue  
 City New Smyrna Beach State FL Zip Code 32169

1.6 Work Phone 386-423-2727 Home Phone 415-336-0194 Fax N/A  
 Email Address estathakis@hotmail.com Website partyonflagler.com

### 2.0 BILLING INFORMATION:

2.1 Is the party responsible for billing the same as above?  Yes  No  
 If no, please provide the proper information below:  
 Name: Merchants of Flagler Hosp Group Address: 392 Flagler Avenue  
 City: New Smyrna Beach State: FL Zip Code: 32169  
 Work Phone: 386-423-2727 Fax Number: N/A

### 3.0 EVENT INFORMATION:

3.1 Date(s) Requested: Thursday, April 18, 2013

3.2 Location of Event: Flagler Avenue from Pine Street to S. Atlantic

3.3 Description of Event: Food Festival and Block Party showcasing local restaurants selling sample-sized portions of their favorite dishes and competing for the Best on the Beach Award.

3.4 3.4 Site Plans are required and must include:

- Pedestrian Access  Parking and Vehicular Access  Location of Port-o-Lets (if any)  
 Dumpsters and/ or Trash Cans  Number and Location of Vendor Display Areas Venue/  
Stage (if any)  Tents  Barricades/ Cones

3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of \$1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

- 3.6 Will an admission fee be charged for the event?  Yes  No  
Will an admission fee be charged prior to the event?  Yes  No  
Will fees be collected on-site before/ during event?  Yes  No

3.7 Event time: Date: 4/18/13 Start: 5PM a.m./ p.m. End: 9PM a.m./ p.m.  
Set-up: Date: 4/18/13 Start: 3PM a.m./ p.m. End: 5PM a.m./ p.m.  
Breakdown: Date: 4/18/13 Start: 9PM a.m./ p.m. End: 10PM a.m./ p.m.  
Rain date: Date: n/a Start: \_\_\_\_\_ a.m./ p.m. End: \_\_\_\_\_ a.m./ p.m.

How will the general public be notified about a cancellation/ postponement of the event?  
N/A

Anticipated number of attendees: 5,000

- 3.8 Have you held this event in the City of New Smyrna Beach previously?  Yes  No  
If yes, previous date(s): 2008/09/10/11/12 Location(s): Flagler Avenue  
Have you held this event in another City?  Yes  No  
If yes, list location(s) \_\_\_\_\_

3.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?  Yes  No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

3.10 Will the special event involve the use of aircraft?  Yes  No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than \$1,000,000 per person for bodily injury or death, \$2,000,000 per occurrence of death, and \$500,000 per occurrence for property damage, naming the City of New Smyrna Beach as "additionally insured."

3.11 Will the special event involve the use of motorcycles?  Yes  No

**4.0 ENTERTAINMENT:**

4.1 Will there be entertainment?  Yes  No If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.  
Inside sponsor/host locations only. No entertainment on the street.

---

4.2 Will you be using a sound system?  Yes  No

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

4.3 Name of Contractor: \_\_\_\_\_ Type of System: \_\_\_\_\_

4.4 Sound Time: Start: \_\_\_\_\_ a.m./ p.m. End: \_\_\_\_\_ a.m./ p.m.

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

---

4.6 Name of Contractor: \_\_\_\_\_

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

4.8 Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

**5.0 SPECIAL EFFECTS:**

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

5.2 Type of effects:  Fireworks  Laser light show  Other

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

5.4 Location of Special Effects: \_\_\_\_\_

5.5 Effects Producer/ Company Name: \_\_\_\_\_

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

5.7 Phone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

5.8 Proof of insurance is required for all special events.

Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

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

**6.0 PARADES:**

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

6.2 How many will participate? \_\_\_\_\_

6.3 Plan of route attached?  Yes  No

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

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

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

6.7 Will the parade require any road closures?  Yes  No

If yes, City Commission approval will be required.

**7.0 PROPOSED RETAIL SALES**

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

7.2 How many vendor locations do you hope to accommodate? up to 30

7.3 Type of vending (including number of each):

Clothing 2  Food/ Beverage 25  Jewelry 3

Other (describe) Sponsors

**8.0 PROPOSED SPONSORS:**

8.1 Will there be any sponsors?  Yes  No If yes, complete below.

8.2 How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising).

6

**9.0 ALCOHOLIC BEVERAGES/ LIQUOR LIABILITY:**

9.1 Will alcoholic beverages be dispensed, provided, or served?

Yes  No If yes, complete below.

9.2 Name of organization licensed to sell alcohol at the event: NOT AN OPEN CONTAINER EVENT

9.3 Limit of liquor liability coverage, if required, will not be less than \$500,000.

9.4 The organization hosting the event is:  For-Profit  Non-Profit/ 501C-3 (see below)

9.5 A copy of the liquor license must be submitted five business days prior to the event.

9.6 Beer Gardens- An applicant who is requesting beer gardens for an event must provide a copy of a liquor license and special event alcohol license issued by the State of Florida. The Police Department will evaluate the security measures to determine the amount of police officers that must be hired.

**10.0 PROMOTION:**

10.1 At what level will the event be promoted?  Local  Regional  National  International

10.2 What type of publicity will be used?  Newspaper  Radio  Television  Internet

Direct Mail  Billboard  Other direct email and flyers

10.3 Telephone number to be released for public information: 800-541-9621

**11.0 SIGNS:**

- 11.1 Will you be using signs at your event?  Yes  No If yes, complete below.
- 11.2 How many signs and what dimensions? 3 Roadside Banners, 1 Across Flagler Banner
- 11.3 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) before digging.

NOTE: Signs may be erected no more than 14 days prior to the special event on private property. All signs shall be removed no later than the day after the event, and must conform to the requirements in the City's Code of Ordinances.

**12.0 FACILITY REQUIREMENTS:**

- 12.1 Will you use temporary structures?  Yes  No If yes, complete below.  
 Stages  Tents  Scaffolding  Booths  Fences  Barricades  Cones  
 Other \_\_\_\_\_
- 12.2 How many tents exceeding 120 square feet or greater? 0  
(Tents 120 square feet or greater will require tent permits.)
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Street Map Attached
- 12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?  
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- 12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

**13.0 TRAFFIC AND PARKING:**

- 13.1 Will normal traffic patterns be altered by the event?  Yes  No
- 13.2 Will there be any road closures?  Yes  No  
If Yes, Road Name(s): Flagler Avenue from Pine to S. Atlantic  
(If a road is requested to be closed, City Commission approval is required.)
- 13.3 Cones, barricades, and fencing are to be provided by the applicant and can be rented from a barricade or rental company.
- 13.4 Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?  Yes  No
- 13.5 Will the event have on-site parking?  Yes  No
- 13.6 Will the event require off-site parking?  Yes  No
- 13.7 Will a shuttle be used to transport people to the off-site parking area?  Yes  No
- 13.8 Handicapped parking must meet the requirements of Florida Statute 553.5041

13.9 A detailed parking plan is required for all parking areas, indicating how all security, fire protection, and emergency vehicles can access a site.

**14.0 PORT-O-LETS:**

14.1 The applicant shall be required to provide adequate facilities to cover the amount of participants.

14.2 How many Port-O-Lets will be on-site? 14 restrooms at host locations available to public

14.3 The location of the Port-O-Lets must be included on the site plan.

**RECOMMENDATION:** One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio.

**15.0 SANITATION:**

15.1 If dumpster service is needed it is required that refuse service be provided through the City's Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212.

15.2 Payment arrangements should be made prior to the event through the Public Works Department.

15.3 Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well.

15.4 Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

**16.0 SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

16.1 What are your plans for providing security at the event?  
Private security provided at each inside sponsor/host location.

Plus on-street private security provided by Merchants of Flagler Hospitality Group

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures. There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17.0 CONFIRMATION:

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: Elaine Stathakis

Digitally signed by Elaine Stathakis  
DN: cn=Elaine Stathakis, o=Merchants of Flagler Hospitality Group, ou=merchants@cornell.com, c=US  
Date: 2013.03.19 11:54:23 -0400

Printed Name: Elaine Stathakis

Date: 1/3/13 Title of Applicant: Chairperson Affiliation: Merchants of Flagler Hospitality Group

Event Contact Information:

Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

<u>Contact Name</u>	<u>Contact on-site phone number</u>	<u>Time Period</u>
Shelly Pestine	386-795-1060	All Day
Elaine Stathakis	415-336-0194	All Day
Frank DeMarchi	386-871-5558	All Day

# **FACT SHEET**

## **5th ANNUAL**

# **NEW SMYRNA BEACH**

# **FOOD FESTIVAL**

**FOR GENERAL EVENT INFORMATION CALL:**

SHELLY PESTINE: 386-795-1060 OR BEVERLY HESSON: 386-295 7567

**FOR EXHIBITOR & FOOD BOOTH ENTRY INFORMATION CALL:**

SHELLY PESTINE: 386-795-1060 OR BEVERLY HESSON: 386-295 7567

**FOR EVENT COORDINATION OR DAY OF THE EVENT CALL:**

ELAINE STATHAKIS 415-336-0194

FRANK DEMARCHI 386-871-5558

**EVENT DETAILS:**

**DATE:** Thursday, April 18, 2013

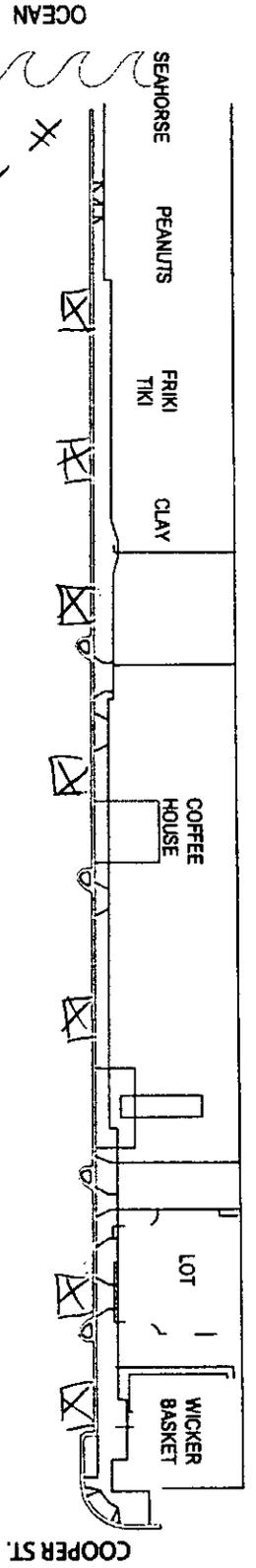
**TIME:** 5PM to 9PM

**DESCRIPTION:** Local area restaurants join the Hospitality Group of Flagler Avenue to participate in the 5th Annual New Smyrna Beach Food Festival. This event will take place on the evening of Thursday, April 18 along Flagler Avenue. Flagler Avenue will be closed from Pine to So. Atlantic Streets for the event from 5 to 9pm. Last year's Spring Food Festival was attended by over 3,000 people and this year we expect from 3,000 to 5,000!

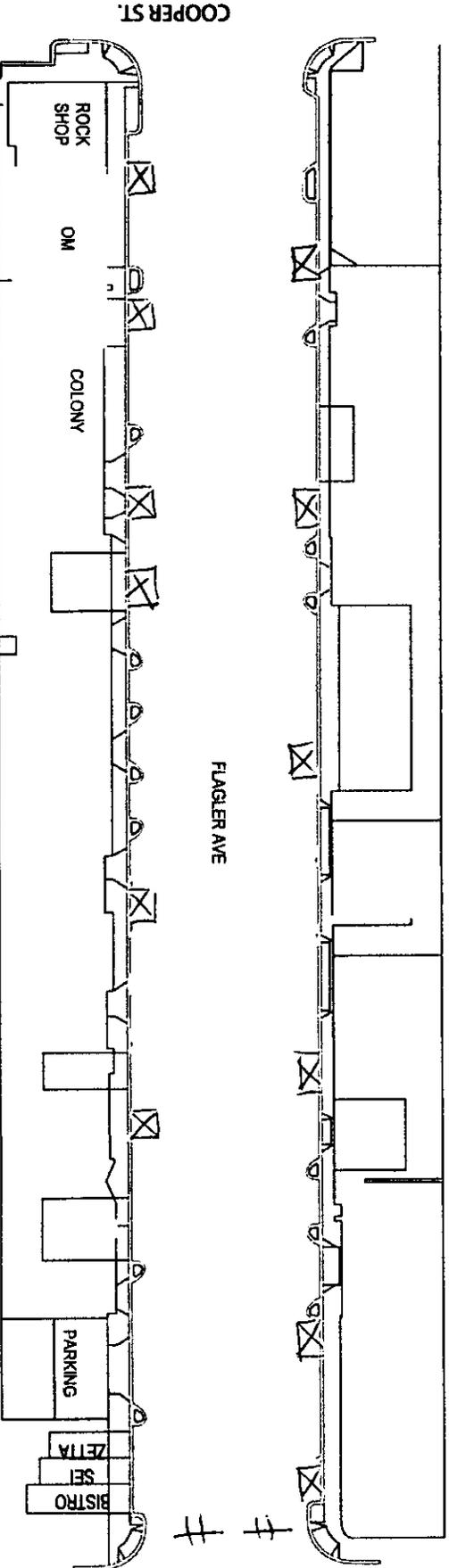
A variety of local restaurants are being invited to sell samples or "tastings" of their best dishes to the large crowds that will be roaming up and down Flagler Ave. All items are to be priced between \$3 and \$5 dollars.

There will also be a friendly competition sponsored by Black Crow Media. A "Best in Show" trophy will be awarded to the favorite entry voted on by a panel of judges.

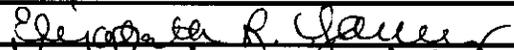
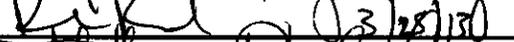
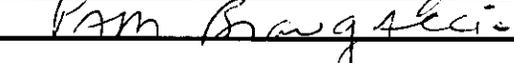
**BEST ON THE BEACH FOOD COMPETITION!**



NSB Food Fest 2013



# = Barricades

<b>Department Making Request:</b> Special Event Committee		
<b>Meeting Date:</b> April 9, 2013		<b>1<sup>st</sup> Reading:</b> X
<b>Action Item Title:</b> 6 <sup>th</sup> Annual New Smyrna Beach Shrimp & Seafood Festival		
<b>Agenda Section:</b> Consent <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Special Items <input type="checkbox"/>		
<b>Summary Explanation and Background:</b>		
<p>Event Date- Thursday, August, 15, 2013                  Event Time- 5:00 pm – 9:00 pm                  Set up/Breakdown- 3:00 pm – 10:00 pm                  Estimated participants- 5,000±                  Host: Merchants of-Flagler Hospitality Group</p> <p>The merchants of Flagler Hospitality Group are requesting approval to hold their Sixth Annual New Smyrna Beach Shrimp &amp; Seafood Festival.</p> <p>The Flagler Hospitality Group is requesting permission to close Flagler Avenue from Pine Street to S. Atlantic Avenue from 3:00pm-10:00pm.</p> <p>A variety of local restaurants are being invited to sell sample sized portions or “tastings” of their best dishes to the crowds that will be roaming up and down Flagler Avenue. There will also be a friendly food competition for “Best of the Beach.”</p> <p>Private security will be provided by the Hospitality Group.</p>		
<b>Recommended Action/Motion:</b> Staff Recommends Approval		
<b>Funding Analysis:</b> Budgeted <input type="checkbox"/> If not budgeted, recommended funding account: No expense should be incurred by City.		
<b>Exhibits Attached:</b> Special Event Application		
<b>Reviewed By:</b>	<b>Name</b>	<b>Signature</b>
Recreation/S.E. Supv.	Elizabeth R. Yancey	
Asst. City Manager	Khalid Resheidat	
Finance Director	Thea Philord	
City Attorney	Frank Gummey	
City Manager	Pam Brangaccio	
<b>Commission Action:</b>		



Meeting - April 9, 2013

# CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION FOLLOW-UP

Name of Event 6<sup>th</sup> Annual Swamp & Surfboard Festival  
 Event Date August 15, 2013  
 Contact Information Erane Statakos (415) 336-0194  
 Brief Description of Event \_\_\_\_\_

### Staff Reviewed

Name	Dept.	Phone	E-mail	Date
<i>Elizabeth Dejean</i>	Recreation/S.E.	386-424-2175	lyancey@cityofnsb.com	3-19-13
<i>[Signature]</i>	Maint Ops.	386-424-2199		3-19-13
<i>[Signature]</i>	Planning & Dev	386-424-2015	jgove@cityofnsb.com	3-19-13
<i>[Signature]</i>	Fire Department	386-424-2128	imccallister@cityofnsb.com	3-26-13
<i>CHRIS ROOS</i>	Police Department	386 424 2244	croos@cityofnsb.com	03/19/13
<i>Barbara Bobelak</i>	Code Enforcement	386-424-2131	bbobelak@cityofnsb.com	3-19-13
<i>[Signature]</i>	Bldg. Department	386-424-2139	mknotek@cityofnsb.com	3.19.13

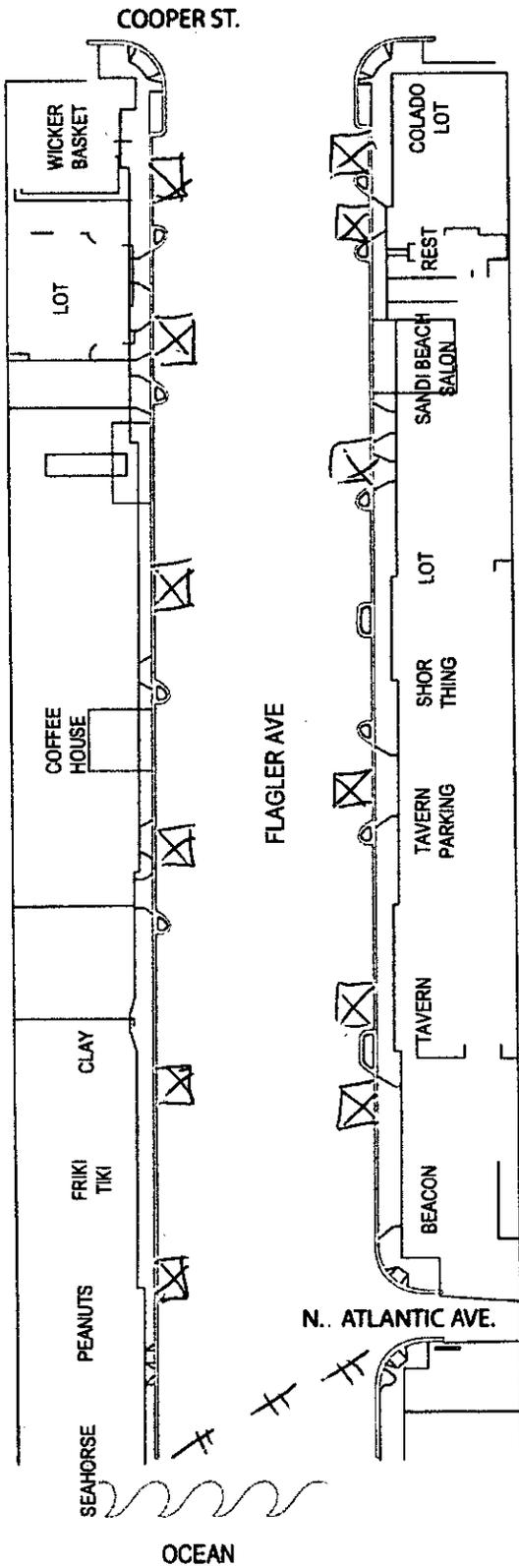
### Conditions of Approval

- Request to close Flagler Ave from Pine Street to S. Atlantic from 3:00 pm until 10:00 pm.
- REQUIRES CHIEF McCallister's APPROVAL BASED ON NEED FOR EMS CREWS ON STANDBY AND ROAD CLOSURES - See attached FD. Requirements *[Signature]* 3/26/13
- Special Events Permit \$150.00 @ Building Dept.

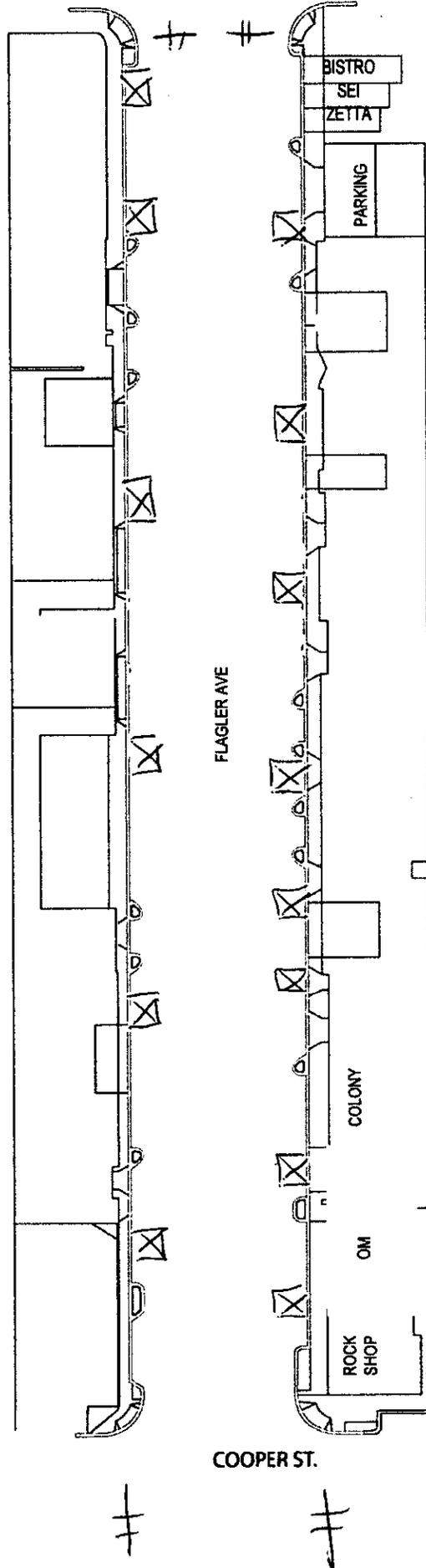
City Commission Approval Required?

Yes

No



NSB SHRIMP & SEAFOOD 2013



# = Barricades



# CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

OFFICE USE ONLY DATE RECEIVED:
RECEIVED BY:
REVIEW DATE:

### SPECIAL EVENTS:

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

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

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

### 1.0 REQUIRED INFORMATION:

- 1.1 Name of Event 6th Annual New Smyrna Beach Shrimp & Seafood Festival
- 1.2 Name of Producer and/or Promoter Merchants of Flagler Hospitality Group
- 1.3 Type of Organization  Non-Profit  For-Profit  Charitable  Government
- 1.4 Contact Person Elaine Stathakis, Chairperson
- 1.5 Address 392 Flagler Avenue  
 City New Smyrna Beach State FL Zip Code 32169
- 1.6 Work Phone 386-423-2727 Home Phone 415-336-0194 Fax N/A  
 Email Address estathakis@hotmail.com Website partyonflagler.com

### 2.0 BILLING INFORMATION:

- 2.1 Is the party responsible for billing the same as above?  Yes  No  
 If no, please provide the proper information below:  
 Name: Merchants of Flagler Hosp Group Address: 392 Flagler Avenue  
 City: New Smyrna Beach State: FL Zip Code: 32169  
 Work Phone: 386-423-2727 Fax Number: N/A

### 3.0 EVENT INFORMATION:

- 3.1 Date(s) Requested: Thursday, August 15, 2013
- 3.2 Location of Event: Flagler Avenue from Pine Street to S. Atlantic
- 3.3 Description of Event: Food Festival and Block Party showcasing local restaurants selling sample-sized portions of their favorite dishes and competing for the Best on the Beach Award.

3.4 3.4 Site Plans are required and must include:

- Pedestrian Access  Parking and Vehicular Access  Location of Port-o-Lets (if any)  
 Dumpsters and/ or Trash Cans  Number and Location of Vendor Display Areas Venue/  
Stage (if any)  Tents  Barricades/ Cones

3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of \$1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

3.6 Will an admission fee be charged for the event?  Yes  No  
Will an admission fee be charged prior to the event?  Yes  No  
Will fees be collected on-site before/ during event?  Yes  No

3.7 Event time: Date: 8/15/13 Start: 5PM a.m./ p.m. End: 9PM a.m./ p.m.  
Set-up: Date: 8/15/13 Start: 3PM a.m./ p.m. End: 5PM a.m./ p.m.  
Breakdown: Date: 8/15/13 Start: 9PM a.m./ p.m. End: 10PM a.m./ p.m.  
Rain date: Date: n/a Start: \_\_\_\_\_ a.m./ p.m. End: \_\_\_\_\_ a.m./ p.m.

How will the general public be notified about a cancellation/ postponement of the event?  
N/A

Anticipated number of attendees: 5,000

3.8 Have you held this event in the City of New Smyrna Beach previously?  Yes  No  
If yes, previous date(s): 2008/09/10/11/12 Location(s): Flagler Avenue

Have you held this event in another City?  Yes  No  
If yes, list location(s) \_\_\_\_\_

3.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?  Yes  No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

3.10 Will the special event involve the use of aircraft?  Yes  No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than \$1,000,000 per person for bodily injury or death, \$2,000,000 per occurrence of death, and \$500,000 per occurrence for property damage, naming the City of New Smyrna Beach as "additionally insured."

3.11 Will the special event involve the use of motorcycles?  Yes  No

**4.0 ENTERTAINMENT:**

4.1 Will there be entertainment?  Yes  No If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.  
Inside sponsor/host locations only. No entertainment on the street.

4.2 Will you be using a sound system?  Yes  No

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

4.3 Name of Contractor: \_\_\_\_\_ Type of System: \_\_\_\_\_

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

5.2 Type of effects:  Fireworks  Laser light show  Other

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

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

6.2 How many will participate? \_\_\_\_\_

6.3 Plan of route attached?  Yes  No

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Street Map Attached
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14.2 How many Port-O-Lets will be on-site? 14 restrooms at host locations available for public

14.3 The location of the Port-O-Lets must be included on the site plan.

RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio.

**15.0 SANITATION:**

15.1 If dumpster service is needed it is required that refuse service be provided through the City's Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212.

15.2 Payment arrangements should be made prior to the event through the Public Works Department.

15.3 Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well.

15.4 Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

**16.0 SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

16.1 What are your plans for providing security at the event?

Private security provided at each inside sponsor/host location.

Plus on-street private security provided by Merchants of Flagler Hospitality Group

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures. There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17.0 CONFIRMATION:

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: **Elaine Stathakis**  Digitally signed by Elaine Stathakis  
DN: cn=Elaine Stathakis, o=Merchants of Flagler Hospitality Group,  
ou, email=estathakis@hotmail.com, c=US  
Date: 2013.03.19 12:05:29 -04'00'

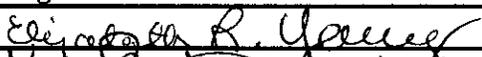
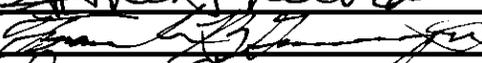
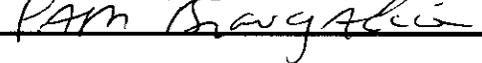
Printed Name: Elaine Stathakis

Date: 3/19/2013 Title of Applicant: Chairperson Affiliation: Merchants of Flagler Hospitality Group

Event Contact Information:

Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

<u>Contact Name</u>	<u>Contact on-site phone number</u>	<u>Time Period</u>
Shelly Pestine	386-795-1060	All Day
Elaine Stathakis	415-336-0194	All Day
Frank DeMarchi	386-871-5558	All Day

<b>Department Making Request:</b> Special Events Committee		
<b>Meeting Date:</b> April 9, 2013		
<b>Action Item Title:</b> Founder's Day Celebration		
<b>Agenda Section:</b> Consent <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Special Items <input type="checkbox"/>		
<b>Summary Explanation and Background:</b>		
<p>Dates: November 1 &amp; 2, 2013      Event Time: Friday, November 1<sup>st</sup> 6:00pm -10:00pm                  Saturday, November 2<sup>nd</sup> 8:00am – 4:00pm</p> <p>Host: Southeast Volusia Historical Society</p> <p>Estimated number of attendees – 500</p> <p>A celebration to include Civil War reenactments, historical presentations, a parade, kids games, craft instruction, food vendors, magicians and music.</p> <p>Street closures requested for Sams Avenue from Canal Street to Washington Street and Julia Street from Riverside Drive to Sams Avenue on Saturday, November 2<sup>nd</sup> from 8:00am – 5:00pm.</p>		
<b>Recommended Action/Motion:</b>		
Special Events Committee Recommends Approval		
<b>Funding Analysis:</b> Budgeted <input type="checkbox"/> If not budgeted, recommended funding account:		
No Expense should be incurred by the City.		
<b>Exhibits Attached:</b>		
Special Event Application		
<b>Reviewed By:</b>	<b>Name</b>	<b>Signature</b>
Recreation/SE Manager	Elizabeth R. Yancey	
Asst. City Manager	Khalid Resheidat	
Finance Director	Althea Philord	
City Attorney	Frank Gumme	
City Manager	Pam Brangaccio	
<b>Commission Action:</b>		



# CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION FOLLOW-UP

Name of Event Founders Day  
 Event Date November 1, 2, 2013  
 Contact Information Leigh Finney  
 Brief Description of Event 2 day event

### Staff Reviewed

Name	Dept.	Phone	E-mail	Date
<i>Lyancey</i>	Recreation/S.E.	386-424-2175	<a href="mailto:lyancey@cityofnsb.com">lyancey@cityofnsb.com</a>	2-26-13
<i>Hall</i>	Maint Ops.	386-424-2199	<a href="mailto:HBEARD@CITYOFNSB.COM">HBEARD@CITYOFNSB.COM</a>	2-26-13
GAIL HENRIKSON	Planning & Dev	386-424-2015	<a href="mailto:ghenrikson@cityofnsb.com">ghenrikson@cityofnsb.com</a>	2-26-13
<i>Cyrus</i>	Fire Department	386-424-2128	<a href="mailto:cdymonda@cityofnsb.com">cdymonda@cityofnsb.com</a>	2-26-13
Shane Riggle	Police Department	386-424-2244	<a href="mailto:sriggle@cityofnsb.com">sriggle@cityofnsb.com</a>	2-26-13
Barbara Bobelak	Code Enforcement	386-424-2131	<a href="mailto:bbobelak@cityofnsb.com">bbobelak@cityofnsb.com</a>	2-26-13
MKNOTEK	Bldg. Department	386-424-2139	<a href="mailto:mknotek@cityofnsb.com">mknotek@cityofnsb.com</a>	2-26-13

### Conditions of Approval

1. Special Event Permit @ Building Dept - \$150.00
2. Request closing Sams Ave from Canal St to Washinton and Julia Ave Rivers - 7th Dr. to Sams. From 8:00 - 5:00 on Sat - Nov. 2, 2013.

City Commission Approval Required?

Yes

No

# FOUNDERS DAY

Regular Meeting - April 9, 2013

## FRIDAY NIGHT

Presentations or 2 hour play on:

- Timucua Indians
- Ponce DeLeon
- British Period
  - Turnbull
- Second Spanish period
- Statehood
- Civil War
- The Railroad
- WWI
- The Depression
- WWII
- Korea
- Vietnam

## SATURDAY

### EVENTS

- Ponce DeLeon
- Parade of Menorcan descendants
- Re-creation of Turnbull settlement
- Re-creation of Civil War shelling of Sheldon house

### MUSIC

- Fife and drum corps
- Bluegrass
- Barbershop quartets

### FOOD

- Food vendors – Pilau, civil war vendors, Home made BBC (whole pig roast?)
- Picnic

### FOR THE KIDS

- Petting zoo
- Pony rides
- Kids Games
  - Three-legged race
  - Potato sack race
  - Hoop
  - Jump rope
  - Hopscotch
  - Marbles

## SATURDAY EVENING

This will be a fund raiser for the museum \$30.00 – \$50.00 per ticket

- Costume ball (work with Rose at the Little Theatre on finding clothes for attendees)
- Instructors teaching traditional dances from the 1800's (some square dance)
- Music from the 1800's
- Singers singing music from the Civil war

Buffet

Raffle

Prize for best costume



# CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

OFFICE USE ONLY
DATE RECEIVED:
RECEIVED BY:
REVIEW DATE:

### SPECIAL EVENTS:

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

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

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

### 1.0 REQUIRED INFORMATION:

- 1.1 Name of Event Founders Day
- 1.2 Name of Producer and/or Promoter Southeast Volusia Historical Society
- 1.2 Type of Organization  Non-Profit  For-Profit  Charitable  Government
- 1.3 Contact Person Leigh Finner
- 1.4 Address 120 Sams Avenue  
City NSB State FL Zip Code 32168
- 1.5 Work Phone 4780052 Home Phone 386-3411086 Fax Number \_\_\_\_\_  
Email Address sevhs@bellsouth.net Website nsbhistory

### 2.0 BILLING INFORMATION:

- 2.1 Is the party responsible for billing the same as above?  Yes  No

If no, please provide the proper information below:

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Work Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

### 3.0 EVENT INFORMATION:

- 3.1 Date(s) November 1st 6-10 pm
- Requested: November 2nd 8AM-4 pm
- 3.2 Location of Event: Sams Ave, Old Fort Park, Bennett Park

Games for kids, picnic

3.3 Description of Event: Re-enactors (civil war) Parade minorcan descendants Picnic, Craft instruction, food vendors, magicians, musicians

3.4 Site Plans are required and must include:

- Pedestrian Access  Parking and Vehicular Access  Location of Port-o-Lets (if any)
- Dumpsters and/ or Trash Cans  Number and Location of Vendor Display Areas Venue/ Stage (if any)  Tents  Barricades/ Cones

3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of \$1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

3.6 Will an admission fee be charged for the event?  Yes  No

Will an admission fee be charged prior to the event?  Yes  No

Will fees be collected on-site before/ during event?  Yes  No for food & crafts

3.7 Event time: Date: \_\_\_\_\_ Start: \_\_\_\_\_ a.m./ p.m. End: \_\_\_\_\_ a.m./ p.m.

Set-up: Date: \_\_\_\_\_ Start \_\_\_\_\_ a.m./ p.m. End: \_\_\_\_\_ a.m./ p.m.

Breakdown: Date: \_\_\_\_\_ Start: \_\_\_\_\_ a.m./ p.m. End \_\_\_\_\_ a.m./ p.m.

Rain date: Date: \_\_\_\_\_ Start: \_\_\_\_\_ a.m./ p.m. End \_\_\_\_\_ a.m./ p.m.

How will the general public be notified about a cancellation/ postponement of the event?

Radio/signs Anticipated number of attendees: 500

3.8 Have you held this event in the City of New Smyrna Beach previously?  Yes  No

If yes, previous date(s): 2008 Location(s): \_\_\_\_\_

Have you held this event in another City?  Yes  No If yes, list location \_\_\_\_\_

3.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?  Yes  No Possibly craft w cannon for

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

3.10 Will the special event involve the use of aircraft?  Yes  No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than \$1,000,000 per person for bodily injury or death, \$2,000,000 per occurrence of death, and \$500,000 per occurrence for property damage, naming the City of New Smyrna Beach as "additionally insured."

3.11 Will the special event involve the use of motorcycles?  Yes  No

4.0 ENTERTAINMENT:

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

Specifics unknown at this time Musicians, magicians, Stiltwalkers

4.2 Will you be using a sound system?  Yes  No

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

4.3 Name of Contractor: \_\_\_\_\_ Type of System: handheld.

4.4 Sound Time: Start: 8 (a.m.) p.m. End: 4 a.m./(p.m.)

4.5 Will there be carnival games and/or rides?  Yes  No If yes, please describe the types of games and/or rides all games + Rides will be from the 1700 + 1800's No motors etc...

4.6 Name of Contractor: \_\_\_\_\_

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

4.8 Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

5.0 SPECIAL EFFECTS:

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

5.2 Type of effects:  Fireworks  Laser light show  Special effect balloons/hot air devices

Signs, special lighting, wind operated devices including pennants or banners or any devices intended to catch the eye of passers by.  Other cannonfire (no live ammo.)

5.3 Effect time: Date: 11/2 Start: 10 (a.m.) p.m. End: 11 (a.m.) p.m. 1 pm + 3 pm

5.4 Location of Special Effects: River

5.5 Effects Producer/ Company Name: \_\_\_\_\_

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

5.7 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

5.8 Proof of insurance is required for all special events.

Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

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

**6.0 PARADES:**

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

6.2 How many will participate? 25-30

6.3 Plan of route attached?  Yes  No

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

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

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

6.7 Will the parade require any road closures?  Yes  No

If yes, City Commission approval will be required.

**7.0 PROPOSED RETAIL SALES**

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

7.2 How many vendor locations do you hope to accommodate? 10-15

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

Clothing \_\_\_\_\_  Food/ Beverage \_\_\_\_\_  Jewelry \_\_\_\_\_

Other (describe) old time crafts

**8.0 PROPOSED SPONSORS:**

8.1 Will there be any sponsors?  Yes  No If yes, complete below.

8.2 How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising).

unknown @ this time

**9.0 ALCOHOLIC BEVERAGES/ LIQUOR LIABILITY:**

9.1 Will alcoholic beverages be dispensed, provided, or served?

Yes  No If yes, complete below.

9.2 Name of organization licensed to sell alcohol at the event: \_\_\_\_\_

9.3 Limit of liquor liability coverage, if required, will not be less than \$500,000.

9.4 The organization hosting the event is:  For-Profit  Non-Profit/ 501C-3 (see below)

9.5 A copy of the liquor license must be submitted five business days prior to the event.

9.6 Beer Gardens- An applicant who is requesting beer gardens for an event must provide a copy of a liquor license and special event alcohol license issued by the State of Florida. The Police Department will evaluate the security measures to determine the amount of police officers that must be hired.

10.0 **PROMOTION:**

10.1 At what level will the event be promoted?  Local  Regional  National  International

10.2 What type of publicity will be used?  Newspaper  Radio  Television  Internet  
 Direct Mail  Billboard  Other \_\_\_\_\_

10.3 Telephone number to be released for public information: 386 478-0052

11.0 **SIGNS:**

11.1 Will you be using signs at your event?  Yes  No If yes, complete below.

11.2 How many signs and what dimensions? Banners on the Canal & Sams

11.3 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) before digging.

NOTE: Signs may be erected no more than 14 days prior to the special event on private property. All signs shall be removed no later than the day after the event, and must conform to the requirements in the City's Code of Ordinances.

12.0 **FACILITY REQUIREMENTS:**

12.1 Will you use temporary structures?  Yes  No If yes, complete below.

Stages  Tents  Scaffolding  Booths  Fences  Barricades  Cones  
 Other \_\_\_\_\_

12.2 How many tents exceeding 120 square feet or greater? 2-4 (civil war tents)  
(Tents 120 square feet or greater will require tent permits.)

12.3 Tent locations and sizes must be included on the site plan. \_\_\_\_\_  
unknown at this time

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?  
NO Electrical (except for some vendors not known at this time)

12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

13.0 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event?  Yes  No

13.2 Will there be any road closures?  Yes  No Road Name: Sams Avenue from canal to Julia  
(If a road is requested to be closed, City Commission approval is required.)

- 13.3 Cones, barricades, and fencing are to be provided by the applicant and can be rented from a barricade or rental company.
- 13.4 Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?  Yes  No
- 13.5 Will the event have on-site parking?  Yes  No
- 13.6 Will the event require off-site parking?  Yes  No
- 13.7 Will a shuttle be used to transport people to the off-site parking area? unknown (would like to have shuttle)
- 13.8 Handicapped parking must meet the requirements of Florida Statute 553.5041
- 13.9 A detailed parking plan is required for all parking areas, indicating how all security, fire protection, and emergency vehicles can access a site.

**14.0 PORT-O-LETS:**

14.1 The applicant shall be required to provide adequate facilities to cover the amount of participants.

14.2 How many Port-O-Lets will be on-site? 2 + museum bathrooms

14.3 The location of the Port-O-Lets must be included on the site plan.

RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio.

**15.0 SANITATION:**

15.1 If dumpster service is needed it is required that refuse service be provided through the City's Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212.

15.2 Payment arrangements should be made prior to the event through the Public Works Department.

15.3 Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well.

15.4 Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

**16.0 SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

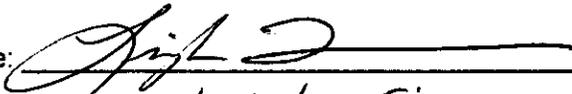
16.1 What are your plans for providing security at the event? in house volunteers

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures. There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17.0 CONFIRMATION:

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: 

Printed Name: Leigh Finner

Date: 2/19/13 Title of Applicant: Exec. Dir. Affiliation: BEVHS - New Smyrna museum of history

Event Contact Information:

Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

<u>Contact Name</u>	<u>Contact on-site phone number</u>	<u>Time Period</u>
<u>Leigh Finner</u>	<u>386 341 1086</u>	<u>8 - 4</u>

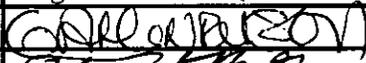
**Special Events Committee Meetings: Every Tuesday at 1:00pm**

Location: Parks & Recreation Department, 1000 Live Oak Street, New Smyrna Beach

**All Applicants must attend one of these meetings to obtain approval.**

\*\*\*\*\*

THE **BANNER FORM** AND **FACILITY USAGE FORM** ARE ATTACHED FOR YOUR CONVENIENCE. IF YOU NEED TO UTILIZE A FACILITY OR REQUEST BANNER SPACE RESERVATION, IT IS **YOUR RESPONSIBILITY TO TURN THESE FORMS INTO THE PARKS & RECREATION DEPARTMENT** SEPARATELY FROM THIS APPLICATION.

<b>Department Making Request:</b> Planning and Engineering		
<b>Meeting Date:</b> 1 <sup>st</sup> Reading: 3/26/13                      2 <sup>nd</sup> Reading: 4/9/13		
<b>Action Item Title:</b>		
<b>Agenda Section:</b> Consent <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Special Items <input type="checkbox"/>		
<p><b>Summary Explanation and Background:</b> Tim Phillips, 3701 Olson Drive, Daytona Beach, FL, 32124, applicant on behalf of the property owner, New Smyrna Beach Marina Holdings, LLC, 3701 Olson Drive, Daytona Beach, FL, 32124, requests rezoning from CM, Commercial Marina to PUD, Planned Unit Development, and approval of the New Smyrna Harbor Marina PUD Master Development Agreement and Conceptual Development Plan.</p> <p>The subject property consists of approximately 4.3 acres and is generally located on the south side of the North Causeway, east of Boatyard Street and west of Marina Bay Drive.</p> <p>At its March 4, 2013 meeting, the Planning and Zoning Board voted unanimously, 7-0, to recommend the City Commission approve the requested rezoning and the New Smyrna Harbor Marina PUD Master Development Agreement and Conceptual Development Plan. The Board's recommendation of approval was conditioned upon the following:</p> <ol style="list-style-type: none"> <li>1. A sign plan, showing sign locations and sizes, be included as an exhibit to the MDA.</li> <li>2. All outstanding staff comments are addressed and all Plan Review Committee members sign off on the site plan. This must be completed prior to scheduling this item for City Commission review.</li> <li>3. An elevation drawing of the proposed residential fence is included as an exhibit to the MDA.</li> <li>4. The MDA is revised to cap the total number of signs allowed in the PUD to 12.</li> <li>5. An amendment to the Land Development Regulations is approved, to allow signs visible from the Intercoastal Waterway in the PUD zoning district.</li> </ol> <p>Subsequent to the Planning and Zoning Board meeting, the applicant submitted a revised MDA and Conceptual Development Plan, addressing the Board's conditions and Planning staffs' outstanding comments.</p>		
<b>Recommended Action/Motion:</b> Approval		
<b>Funding Analysis:</b> Budgeted <u>N/A</u> If not budgeted, recommended funding account:		
<b>Exhibits Attached:</b> 1) Revised Master Development Agreement and Conceptual Development Plan; 2) Staff report, with associated exhibits, dated March 4, 2013		
<b>Reviewed By:</b>	<b>Name</b>	<b>Signature</b>
Department Director:	Gail Henrikson	
City Attorney	Frank Gummey	
City Manager	Pam Brangaccio	
<b>Commission Action:</b>		

**ORDINANCE NO. 29-13**

**AN ORDINANCE REZONING APPROXIMATELY 4 ACRES  
GENERALLY LOCATED ON THE SOUTH SIDE OF THE  
NORTH CAUSEWAY, EAST OF BOATYARD STREET AND  
WEST OF MARINA BAY DRIVE, FROM A CITY CM,  
COMMERCIAL MARINA ZONING DISTRICT TO A CITY  
PUD, PLANNED UNIT DEVELOPMENT ZONING DISTRICT,  
AND APPROVING THE NEW SMYRNA HARBOR MARINA  
PUD MASTER DEVELOPMENT AGREEMENT AND  
CONCEPTUAL DEVELOPMENT PLAN; PROVIDING FOR  
A QUASI-JUDICIAL PUBLIC HEARING; PROVIDING FOR  
CONFLICTING ORDINANCES; PROVIDING FOR  
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Tim Phillips, 3701 Olson Drive, Daytona Beach, FL 32124, applicant and authorized representative of the property owners, New Smyrna Beach Marina Holdings, LLC, has initiated a request for the rezoning of approximately 4.3 acres generally located on the south side of the North Causeway, east of Boatyard Street and west of Marina Bay Drive, from a City CM, Commercial Marina Zoning District to a City PUD, Planned Unit Development Zoning District, and approving the New Smyrna Harbor Marina PUD Master Development Agreement and Conceptual Development Plan; and

**WHEREAS**, New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, Article V, Zoning Districts, §504.02, Specific Regulations By District, PUD, Planned Unit Development, Procedure for Rezoning to PUD, (4), Review Procedure, (c), City Commission Review, requires that all planned unit developments shall be approved by ordinance in the same manner as required for a rezoning; and,

**WHEREAS**, the Planning and Zoning Board, at its meeting of Monday, March 4, 2013, by a vote of 7-0, recommended that the City Commission **approve** the requested rezoning and the New Smyrna Harbor Marina PUD Master Development Agreement and Conceptual Development Plan conditioned on the following:

1. A sign plan showing sign locations and sizes be included as an exhibit to the Master Development Agreement.
2. All outstanding staff comments are addressed and all Plan Review Committee members sign off on the site plan. This must be completed prior to scheduling this item for City Commission review.

- 41 3. An elevation drawing of the proposed residential fence is  
42 included as an exhibit to the Master Development Agreement.  
43 4. The Master Development Agreement is revised to cap the  
44 total number of signs allowed in the PUD to 12.  
45 5. An amendment to the Land Development Regulations is  
46 approved to allow signs visible from the Intercoastal  
47 Waterway in the PUD zoning district; and

48 **WHEREAS**, subsequent to the Planning and Zoning Board meeting  
49 the applicant submitted a revised Master Development Agreement and  
50 Conceptual Development Plan addressing the Board's conditions and  
51 Planning staff's outstanding comments; and

52 **WHEREAS**, the City Commission finds that the requested  
53 rezoning is consistent with the City Comprehensive Plan; and

54 **WHEREAS**, the City Commission deems it is in the best  
55 interests of the citizens of the City of New Smyrna Beach to rezone  
56 said property and approve the Colony Park PUD Master Development  
57 Agreement and Conceptual Development Plan, as more particularly  
58 described hereinafter.

59 **NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY**  
60 **OF NEW SMYRNA BEACH, FLORIDA:**

61 **SECTION 1: Rezoning.** That the land located in the City of New  
62 Smyrna Beach, Volusia County, Florida described as:

63 **SEE EXHIBIT "A" ATTACHED HERETO AND**  
64 **BY REFERENCE MADE A PART HEREOF,**

65 shall be and the same is hereby rezoned from a City *CM, Commercial*  
66 *Marina Zoning District* to a City *PUD, Planned Unit Development*  
67 *Zoning District*.

68 **SECTION 2: Approval of Master Development Plan.** That the New  
69 Smyrna Harbor Marina PUD Master Development Agreement and  
70 Conceptual Development Plan, more particularly described as:

PAGE 2 OF 3

New Smyrna Harbor Marina Rezoning to  
PUD and Master Development Agreement  
(4.3 Acres)  
First Reading March 26, 2013  
Public Hearing April 9, 2013  
March 11, 2013  
3:50 PM

71 SEE EXHIBIT "B" ATTACHED HERETO AND  
72 BY REFERENCE MADE A PART HEREOF,

73 is hereby approved.

74 **SECTION 3: Quasi-Judicial Public Hearing.** It is hereby found  
75 that a quasi-judicial public hearing held by the City Commission to  
76 consider adoption of this ordinance on April 9, 2013, in the City  
77 Commission Chambers at City Hall, 210 Sams Avenue (south entrance  
78 on Julia Street), New Smyrna Beach, Florida, to consider the  
79 rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard*  
80 *v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all  
81 parties are provided an opportunity to be heard, present evidence  
82 and cross-examine witnesses, and to be informed of all the facts  
83 upon which the Commission's decision on the rezoning is based,  
84 after notice published at least 10 days prior to hearing, is deemed  
85 to comply with §166.041(3)(a), F.S.

86 **SECTION 4: Conflicting Ordinances.** That all ordinances or  
87 parts thereof that are in conflict with this ordinance shall be and  
88 the same are hereby rescinded and repealed.

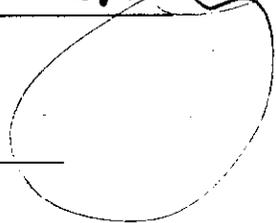
89 **SECTION 5: Severability.** That if any section, sentence, clause  
90 or phrase of this ordinance is held invalid or unconstitutional by  
91 any court of competent jurisdiction, then said holding shall in no  
92 way affect the validity of the remaining portions of this  
93 ordinance.

94 **SECTION 6: Effective Date.** That this ordinance shall become  
95 effective upon final adoption.

96 **APPROVED AS TO FORM AND CORRECTNESS:**

97 

98 **FRANK B. GUMMEY, III**  
99 **City Attorney**

100 **Date:** 3/18/13 

PAGE 3 OF 3

New Smyrna Harbor Marina Rezoning to  
PUD and Master Development Agreement  
(4.3 Acres)  
First Reading March 26, 2013  
Public Hearing April 9, 2013  
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EXHIBIT "A"  
LEGAL DESCRIPTION

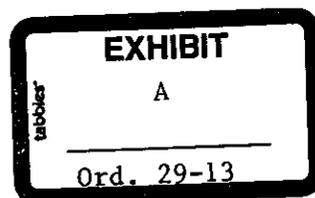
ALL OF LOTS 1 AND 2, AND THE SOUTHERLY ONE-HALF (1/2) OF LOT 4, *TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTHERLY ONE-HALF (1/2) OF SAID LOT 4*, ALL LYING WITHIN BLOCK 5, *NORTH CAUSEWAY SUBDIVISION*, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 209, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. *EXCEPTING THEREFROM THAT PART OF THE ABOVE-DESCRIBED PROPERTY LYING WITHIN THE RIGHT-OF-WAY OF STATE ROAD 40, TOGETHER WITH ANY AND ALL LITTORAL AND RIPARIAN RIGHTS THEREUNTO APPERTAINING; IF ANY.*

AND

LOT 3, BLOCK 5, NORTH CAUSEWAY SUBDIVISION, MAP BOOK 11, PAGE 209, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTH ONE-HALF (1/2) OF LOT 4, BLOCK 5, NORTH CAUSEWAY SUBDIVISION, MAP BOOK 11, PAGE 209, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



**Document Prepared By:**  
**Glenn D. Storch, Esquire**  
**GLENN D. STORCH, P.A.**  
**420 South Nova Road**  
**Daytona Beach, FL 32114**

**Return recorded document to:**  
**City of New Smyrna Beach Records Clerk**  
**210 Sams Avenue**  
**New Smyrna Beach, FL 32168**

**MASTER DEVELOPMENT AGREEMENT FOR  
NEW SMYRNA HARBOR MARINA**

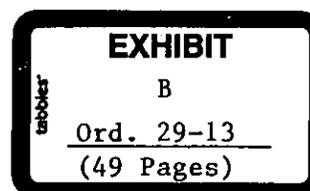
The **CITY OF NEW SMYRNA BEACH, FLORIDA**, a chartered municipal corporation located in Volusia County, Florida (the "City"), and **NEW SMYRNA BEACH MARINA HOLDINGS, LLC** ("Developer" and "Owner"), hereby agree and covenant, and bind their heirs, successors and assigns, as follows:

**1. OWNERSHIP OF THE PROPERTY:**

A. The property that is subject to this Agreement consists of approximately 4.03 +/- acres of real property (hereinafter "the Property") and is described in Exhibit "A" attached hereto and by reference made a part hereof. The Developer intends to subject the Property to the conditions and restrictions of this Agreement and the City intends to permit development of the Property in accordance with the terms of this Agreement. The Property is under the sole ownership of **NEW SMYRNA BEACH MARINA HOLDINGS, LLC**.

**2. DEVELOPMENT PLAN:**

A. Development of the Property shall be controlled by the terms of this Agreement and, to the extent not in conflict with this Agreement, the New Smyrna Beach Land Development Regulations (LDR), and City of New Smyrna Beach Code of Ordinances, including the regulations contained therein. The Developer has designated the Property as "**NEW SMYRNA HARBOR MARINA**".



**B.** The Property shall be developed as a mixed use commercial marina development as shown on the Conceptual Development Plan which is attached hereto and incorporated herein as Exhibit "B". The City and Developer acknowledge the importance of developing the property as part of a significant North Causeway corridor. The Property shall generally be developed as depicted on the Conceptual Development Plan. In case of conflict between any textual provision of this Agreement and the Conceptual Development Plan, the textual provision shall govern. If this development agreement or the Conceptual Development Plan fails to address a particular subject or requirement, the requirements of the applicable City ordinance(s) in effect at the time of development plan approval shall control. Failure of either to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions. Density of use and compliance with all land development code provisions will be determined at the time of approval of this MDA, and all parties agree that subdivision of the site will only occur subsequent to the construction of the Phase 1 infrastructure. The Conceptual Development Plan is conceptual only and the plan may be adjusted by the developer, in cooperation with Staff, as the parties proceed through the final Site Plan, provided same complies with the maximum area and other terms provided herein. Accordingly, the following site data is provided:

Total Project Area: 4.03 acres

Residential Area

Marina Commercial Area

Restaurant/Tiki Bar Area

Dry Stack Area

Maximum Residential Density: 8 units per acre. However, the project will contain a maximum of 21 Units on 4.03 acres for a density of 5.22.

Open Space Required: 30%

Residential Common Open Space Required: 35% of required Open Space

Minimum Residential Lot Size: 2000 sq ft.

Maximum Impervious Lot Coverage: 85%

[not including wood decks,  
which will not be covered

except for sun shades/sails]

Maximum Building Coverage:

70%

Maximum Building Height Proposed: 57 feet for dry stack area  
35 feet for all other structures

Project Perimeter Setbacks

Front: 30 feet  
Rear: 0 feet (waterfront)  
Front (Boatyard St. r/w) 5 feet, with the exception provided below  
Side (East)(see section 7.G.4) 10 feet

For the Dry Stack Area and Forklift Area, a zero (0) foot buffer and setback is permitted along the Boatyard Street right-of-way.

The setback between the dock construction and the perimeter of the city submerged land lease shall be a minimum of four (4) feet.

No Setbacks or buffers within the interior of the project are required.

Project Landscape Buffers:

Front: 15 feet  
Front (Boatyard St. r/w) 5 feet, with the exception provided below  
Rear 0 feet (waterfront)  
Side 10 feet

However, for the Dry Stack and Forklift Areas, a zero (0) foot setback is permitted along the Boatyard Street right-of-way.

C. The Developer will plat the property in accordance with the City of New Smyrna Beach Land Development Regulations into four major lots [Marina Village Residential Area, Marina Commercial Area, Dry Stack Area, and Restaurant/Tiki Bar Area] as shown on the Conceptual Development Plan. Common Areas for such areas shall also be designated. The residential area shall be permitted to be platted or subdivided into twenty-one (21) zero lot line single family residential lots.

As part of the development process, the development will be serviced with public utilities, and if necessary, provide shared access to the right-of-way known as State Road 44 (North Causeway) and to service road easements.

D. The parties acknowledge that compliance with the New Smyrna Beach Land Development Regulations may necessitate modification of the Conceptual Development Plan. Any minor modifications to the Conceptual Development Plan which are not in conflict with the textual provisions of this Agreement, which do not increase the size, density or intensity of the use by more than 10% of the building's square footage provided herein, and does not conflict with any City ordinances not superseded by this Agreement, shall be deemed "minor" and may be approved without formal amendment of this Agreement. Minor amendments may include revisions to the Conceptual Development Plan that may reconfigure the lot, phase and/or building layout so long as the modified Conceptual Development Plan does not exceed by more than 10% the building coverage depicted on the Conceptual Development Plan. Such modifications shall require the City Administrative Official's written approval. If the Developer is not satisfied with resolution of any problem or decision by the City Administrative Official regarding such modification, the Developer may appeal the decision to the City Commission.

**3. PHASING:**

A. Development of the property can be accomplished in two phases, with all required easements for development consistent with the Concept Plan recorded, and all infrastructures servicing the phases being constructed as required by each phase. Tree mitigation as set-forth in the development agreement shall be as provided, and shall include trees in the second phase. Specifically, all perimeter landscape areas and tree plantings shall be placed within the first phase, if possible; however, the individual Residential area lots will be landscaped as each lot is developed, with completion of all tree mitigation on the individual residential lots to occur no more than five (5) years from the approval date of this MDA. Bonding will remain in place until completion of the second phase/all individual lots, when all tree mitigation should be complete. Individual storm water systems shall be permitted, but joint storm water may be required by Developer. Shared facilities, including utility service and the like, shall be constructed as part of the overall infrastructure constructed as required for each phase of development. These improvements must be constructed prior to any

certificate of occupancy for each phase. However, the individual residential lots may be developed and a certificate of occupancy may be issued for each residence constructed without the necessity of completing all landscaping on the remaining residential lots. Required cross access and utility easements shall be recorded in the Public Records of Volusia County.

**B.** Development of the project can occur in any sequence provided that a final site plan development order has been granted. Parking areas and individual or joint stormwater shall be constructed with the development of each individual parcel. Where landscaped areas are bisected by the proposed lot lines, the first lot to develop shall construct the entire frontage landscaped area shared by both lots including curbing, planting and irrigation. Note that this responsibility does not extend more than 15 ft. from the bisecting lot line onto any undeveloped lot.

**4. CONFORMANCE WITH COMPREHENSIVE PLAN:**

**A.** The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City and that the uses proposed are consistent with the Comprehensive Plan of New Smyrna Beach, Florida.

**5. PERMITTED USES:**

- Attached dwellings
- Commercial Marina, and all uses incidental thereto
- Dry Storage of Boats
- Restaurants, types "A", "B", "D" and Tiki Bar (service of alcoholic beverages) and outdoor entertainment consistent with the hours of said business operations
- Residential, Single Family with Common Areas
- Short Term Rentals
- Retail Sales and Services
- Special Events (as permitted individually)

**6. PUD INFRASTRUCTURE/TRANSPORTATION:**

A. Access easements and utility easements for utilities to lots within the Development shall be owned by the Developer and/or the property owners association, their successors and assigns, subject to dedications of easement and rights of ingress and egress in favor of the City and/or Utilities Commission for the purpose of owning and maintaining utilities located within the Property. The access easements shall be constructed to City and/or Utilities Commission standards. The Developer acknowledges for itself, its successors and assigns, that the access easements are private and shall be a private responsibility without recourse to the City and/or Utilities Commission. The exception to this limitation shall be when the City and/or Utilities Commission, through its agents, designees or assigns, shall damage facilities including pavement within the Property in the course of repairing, replacing or enlarging City and/or Utilities Commission owned or dedicated utility lines. In that event, the City and/or Utilities Commission shall repair the area in a workmanlike fashion. Parking areas within the PUD may be subject to cross access easements. Based upon landscape plans and mixed use activities Developer is entitled to a 20% parking reduction. Further parking will be addressed pursuant to LDR Standards.

B. The Developer will build or provide for the construction of stormwater, water, sewer and reuse waterlines, as well as electric and fiber conduits, to City and/or Utilities Commission specifications and, upon acceptance by the City and/or Utilities Commission, the lines and conduits shall be dedicated to the City and/or Utilities Commission together with all easements and permits necessary for the City and/or Utilities Commission to maintain and operate the utility systems located on the lots. The water, sewer and reuse waterlines (if reuse service is available) and the electric and fiber conduits shall be located and built in the drive easement area or designated for common area use as provided on the attached Concept Plan.

C. Stormwater drainage will be constructed for the development within the Property. All storm water retention will be held on site, and the storm water retention facility will be maintained by the Property Owners' Association at a level consistent with the standards and permit conditions of the appropriate agency (Florida Department of Environmental Protection or St. Johns Water Management District). Such conditions may include maintenance of the stormwater system by a Property Owners' Association. Collection and transmission facilities on a lot shall be located pursuant to site development plan approval for the individual lot and structures located thereon. The stormwater from each lot shall be directed to the approved storm water facilities.

**7. ARCHITECTURAL/DESIGN STANDARDS:**

The purpose of the architectural guidelines contained herein is to promote design treatments that enhance the visual appearance of development, ensure compatibility of buildings and create a strong community image and identity and to protect community aesthetics. These guidelines shall apply to the development of the property except where they are superseded or conflict with the Conceptual Development Plan or other sections of the Master Development Agreement:

**A. Applicability.**

(1) *Uses.* These design standards shall apply to all uses provided herein.

**B. Site Plan Design Standards.**

(1) *Site Layout.* Site layouts shall be as provided in the Concept Plan attached hereto as Exhibit "B".

**C. Architectural Design Standards.**

(1) *Building Design.* Buildings shall have architectural features and patterns that provide visual interest from the perspective of the public. Buildings shall include designs based on a Caribbean theme as provided in the attached elevations for residential cottage design, retail area design, restaurant and bar/lounge design attached hereto as Composite Exhibit "C".

**(2) *Exterior Materials.***

a. Materials selected for buildings should have quality and stability in terms of durability, finish and appearance and in promoting the Caribbean theme.

b. Exterior building materials that are encouraged include masonite lap siding, stucco, brick, tin and stone, as provided in the elevations attached hereto as Exhibit "C".

**(3) *Colors.***

Color has one of the strongest visual effects of all elements of building design. Therefore, colors shall be selected to ensure harmony of the building with adjacent structures:

a. A wide selection of low reflectance exterior colors should be utilized to promote variety and diversity.

(4) **Corporate Design.** National corporate chains that typically design their buildings to read as signage shall modify their designs to comply with the requirements of this article.

**D. Site Circulation and Access.** Safe, comfortable and consistent pedestrian connections are required as set forth herein, and therefore driveway and sidewalk access is as provided in Exhibit "B", in addition:

(1) Bicycle parking/storage shall be incorporated.

(2) Crosswalks are required wherever a pedestrian walkway intersects a vehicular area. All crosswalks shall be a minimum of five feet wide and shall be paved with concrete modular paving, integrally colored poured concrete or striped asphalt, all complying with ADA accessibility codes.

(3) In addition, the use of joint access easements [cross easements] will be provided.

(4) The requirement for a sidewalk in the Boatyard Street right-of-way will be met by utilizing the sidewalk on the east side of the Marina Commercial Area parking lot. An easement will be granted to the public to use said sidewalk at any time.

**E. Off-Street Parking Standards.** While off-street parking is necessary to accommodate automobile demands, it displaces a large percentage of the City's open space and separates structures from the main pedestrian concourses. Therefore, Developer has provided shared parking for uses in an aesthetically pleasing manner, as provided in the site plan attached hereto as Exhibit "B" and therefore, is entitled to a 20% reduction in required parking. A cross parking easement will allow the Restaurant/Tiki Bar Area and Dry Stack Area to use parking within the Marina Commercial Area.

**F. Service, Utility, Display and Storage Areas Standards.**

(1) Areas for outdoor storage (if provided by approved site plan), trash collection and loading shall not be located adjacent to residential lots, and shall be located as provided on Exhibit "B".

(2) Utilities for development shall be located underground. Utility boxes will be screened from view of principal streets, as well as pedestrian walkways and areas

where possible.

**G. Landscaping and Buffer Requirements.**

(1) Landscaping shall provide a suitable setting for the development architecture and also shall serve to create a unified tropical look, to define outdoor spaces, to buffer from sound and weather, to screen from view and to accentuate building elements and vistas.

(2) Landscaping and grading shall be designed to enhance the presence of each building.

(3) Additional fill material is permitted within the landscaping and setback buffers, right of way areas and building setbacks in order to enhance the planting material and vegetative buffer.

(4) A special buffer area shall be created within first 110 feet from the riverfront of the eastern side perimeter. The Developer shall provide enhanced landscaping within the 10' landscaping buffer, as well as a landscaped terrace and decorative aluminum pool railing. No fencing within the 10' setback shall be higher than four (4) feet.

(5) There are no historic trees located on site. In order to accentuate the tropical, Caribbean theme of the project, Developer may use 100% palms, rather than hardwoods, as tree replacement or mitigation.

(6) The parties have examined the trees required to be removed and the substituted tropical vegetation and palms replacing same. Developer has agreed to provide such tropical vegetation and palms as provided in the Conceptual Landscape Plan attached as Exhibit "D". In addition to the proposed landscape and tree replacement plans, and in lieu of any additional potential tree mitigation, Developer agrees to work with the City to pave the section of Boatyard Street, at existing elevation, adjacent to the subject property, and to provide additional landscaping within the Boatyard Street right-of-way as shown in the Conceptual Plan. Said paving shall be pursuant to a City work order and/or permit. Further, Developer shall rebuild the utility lines along Boatyard Street, to be placed underground.

(7) As an enhancement to the city boat ramp area and entrance to the project,

Developer agrees to provide additional landscaping area within city Boatyard Street right of way area and agrees to provide for perpetual maintenance for said landscaping, and include such responsibility within the covenants and restrictions of the property owners association.

(8) All on-site and off-site landscaping that is provided by Developer will be maintained by Developer in perpetuity. Landscaping that is dead, dying, or significantly diseased will be replaced by Developer within 90 days.

**H. Architectural Consistency.**

(1) All structures within the Property shall complement one another and shall convey a sense of quality and permanence;

(2) Lot function, layout and architectural design and size of the buildings thereon shall be coordinated, once established by the function and layout of the first of these lots, to receive site development plan approval. All such layout shall be as provided in Exhibit "B".

(3) All parking lot lighting fixtures shall be consistent with respect to their physical attributes, design and appearance. The specific design shall be established by the type of parking lot lighting fixture constructed or installed in or on the first of these lots to receive site development plan approval. Light is to be deflected from residential areas and contained within the project.

(4) Elevations have been provided and attached hereto as Exhibit "C" and construction shall be substantially consistent with these standards.

**8. SPECIFIC AREAS:**

**A. MARINA VILLAGE RESIDENTIAL AREA:** The residential area shall be an integral part of the New Smyrna Harbor project. Twenty-One (21) single family homes are permitted as part of the project. The design for the homes shall be consistent with the Florida Keys/Caribbean style homes provided in the elevations provided and incorporated as Exhibit "C". Said residential area shall not be open to the public; however, pedestrian access shall be provided to connect the residential area to the

public bike trail along the North Causeway, the Marina Village common areas and the project restaurant/lounge area. The road/driveway system within said residential area is private and shall be maintained by the property owners association. The road/driveway system shall be permitted to have a minimum elevation of seven feet (7 ft.) above sea level. A conceptual, residential main entrance elevation is attached hereto and incorporated herein as Exhibit "E".

**B. MARINA COMMERCIAL AREA:** The Commercial area contains the marina, docks, Village Green, retail area, bait and tackle shop, and any appropriate boat lifts and equipment storage. Vendors and tents will be permitted in this area during special events. The parking/driveway access system shall be permitted to have a minimum elevation of seven feet (7 ft.) above sea level.

**C. RESTAURANT/TIKI BAR AREA:** The Restaurant shall have a minimum of 150 seats and a maximum of 256 seats. The Restaurant and Tiki Bar area shall be permitted outdoor seating on the deck area along the waterfront and outdoor entertainment during normal business hours. The parking/driveway access shall be permitted to have a minimum elevation of seven feet (7 ft.) above sea level.

**D. DRYSTACK AREA:** The Dry Stack Area contains the dry dock structure for storing boats and individual storage units. The parking/driveway access shall be permitted to have a minimum elevation of seven feet (7 ft.) above sea level.

9. **MARINA VILLAGE COMMON AREA:** Open Space areas within the Marina Commercial and Restaurant/Tiki Bar Areas may be used by Developer or his successor for special events, such as a Strikefish Tournament including display tents, hospitality tents and vendors, with the approval of the special events committee. Parking for special events, if necessary, shall be proposed and shall be addressed and approved by the special events committee prior to said special event, as an integral part of the overall special event plan and permit. Each event shall be required to obtain a separate permit from the City prior to occurrence of such event. The Developer, through the

committee review process, shall notify adjacent property owners of special events, including, specifically, those residential property owners to the east of New Smyrna Marina, including Marina Bay.

**10. UTILITY MASTER PLAN:**

A. Public utilities consisting of electric, water, wastewater and reuse water for the Property or portion thereof and any applicable off-site infrastructure shall be obtained from the Utilities Commission of New Smyrna Beach ("UC"), and shall be applied for, built and conveyed in accordance with Utilities Commission rules and standards, requirements, tariffs, policies and agreements prevailing at the time of Developer's requested approval of a utilities agreement(s) from the UC. Other utilities not provided by the UC shall be built in accordance with and consistent with the City of New Smyrna Beach Land Development Regulations standards. Stormwater, lift stations and utilities are permitted in the right-of-way area. Utilities will run underground from the terminus point along the North Causeway.

**11. SIGNAGE:**

A. The PUD Development shall have a uniform sign program. Monument, wall and supplementary signage for the Marina Commercial Area and Ship's Store, Restaurant and Tiki Bar Area, Dry Stack Area and the Marina Village Residential Area are permitted to have visual access to State Road 44 (North Causeway), Boatyard Street and the Indian River, all in conformance with the City's Land Development Regulations, including any applicable text amendments. Each lot (Area) shall be permitted monument signs, wall signage and supplementary signage complying with the provisions and requirements of the New Smyrna Beach Land Development Regulations. The total number of signs allowed in the PUD shall be twelve (12), and said signs may be allocated to any lot within the development. Conceptual sign elevation drawings are attached hereto as Exhibit "F".

(1) In the Marina Commercial Area, the ship's store shall be permitted to have signs up to a maximum of forty-eight (48) square feet per sign. In addition, the marina dock area shall be permitted to have signs up to a maximum of one hundred twenty (120) square feet per sign.

(2) The Dry Stack Area shall be permitted to have signs up to a maximum of two hundred fifty (250) square feet per sign.

(3) The Restaurant/Tiki Bar Area shall be permitted to have signs up to a maximum of one hundred fifty (150) square feet per sign.

(4) The Marina Village Residential Area shall be permitted to have signs up to a maximum of eighty (80) square feet per sign.

(5) Directional signage, with each sign having an area of up to four (4) square feet, shall be permitted throughout the project. Neon accent lighting on buildings shall also be permitted. The pedestal of each monument sign shall be constructed of the same materials as the walls of the buildings on the respective lot. The colors of the sign face shall complement and coordinate with the appearance of the buildings on the respective lot. However, corporate logos and colors are permitted. Individual residential lots will not be permitted to display signage.

(6) A final sign plan exhibit shall be permitted and approved prior to final site plan approval. The final sign plan exhibit shall detail the locations and sizes of the permitted signs, and said permits shall then be the maximum size for each sign.

**12. LOT DEVELOPMENT CRITERIA:**

A. The terms of this Agreement shall be superior to the terms of the New Smyrna Beach Land Development Regulations, and conflicting zoning or overlay regulations, unless otherwise specifically provided herein. In the event a subject is not addressed in this Agreement, the Land Development Regulations shall control.

B. A Bike Trail/Sidewalk already exists along the frontage of the project along State Road 44 (North Causeway) and therefore, the Developer shall be required to provide a four (4) foot wide connection between the internal project pedestrian sidewalk and trail system and the existing bike trail, as shown on Exhibit "B".

**13. PROPERTY OWNERS ASSOCIATION:**

A. The Developer may form and incorporate a non-profit property owners association, as well as appropriate sub-associations, (the "POA") which will operate, maintain and control, subject to other documents of record, the common areas and common facilities, including but not limited to, the common private access ways, bike paths, sidewalks, parking and lighting within the Property, any common storm water retention and drainage systems within the Property and the entrance areas to the

Property. Each property owner will be required to become a member of the association by virtue of purchasing a building site subject to the rules, covenants and restrictions of the POA, with responsibilities and voting privileges pro-rated based upon gross building square footage constructed. The general scope and format of the POA documents and covenants and restrictions will be similar in concept to the documents of similar property owners associations in New Smyrna Beach. The covenants and restrictions governing the Property and POA responsibilities shall be executed and recorded in the Public Records of Volusia County, Florida. The POA will have a board of directors to legislate and govern the rules and orders of the POA. The POA board will have the means and authority to carry out and regulate the by-laws and restrictions governing the perpetual maintenance, operation and repairs of all common areas and facilities. Not only will the board of directors be able to regulate and govern the common area, the board will also regulate each and every member requiring the maintenance and service of his own individual building site. The POA rules may be enforced by fines and liens upon a member's own property in order to maintain, operate and service all common facilities on the Property. The POA will have authority to place a lien against individually owned building sites in order to collect unpaid POA dues. The POA will have the power and means to hire, supervise and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities.

**B.** If the POA fails to perform the maintenance, repair or replacement, as necessary, on the stormwater retention and drainage facility, the City shall have the right, but not the obligation, after notice, to enter upon the common area of the Property and to provide the maintenance, repair or replacement of the stormwater retention and drainage facility and shall have the right to lien all owners of record in the Property for the cost of such maintenance, repair and replacement as the City may deem necessary.

**C.** Developer reserves for itself, its successors and assigns, the right to maintain and operate separate facilities within the Property which shall not be construed to be common facilities owned by the property owners association. If requested by the City and as otherwise needed for plat improvements, the Developer will provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer and electricity. The Developer may from time to time add additional covenants and restrictions or make changes in the Association by-laws as may be

required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

**14. COSTS:**

A. No costs of development of the Property, hereunder, shall be borne by the City unless the City specifically agrees in writing to assume such cost.

**15. EFFECTIVE DATE AND EXPIRATION:**

A. This Agreement shall be effective upon approval by the City Commission. The Developer will be required to record the Agreement with the Volusia County Clerk of the Court and provide a copy to the City Clerk and Planning Manager or designee. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority or until this Agreement Expires.

B. The duration of this Agreement shall not exceed ten (10) years from the date of its execution, however, upon construction, shall be considered vested. If Development consistent with this agreement has not been completed within said timeframe, then this Agreement may be extended for an additional 5-year term by mutual consent of the Developer and the City, subject to a public hearing.

C. The term "development" shall mean that the Developer, his successors or assigns, shall actively be in pursuit of installation of improvements, permits for installation of improvements, or installation of improvements over a portion or all of the Property.

D. If the City does not approve this Agreement, it shall be null, void and without further effect. In addition, if the Developer is a contract purchaser of the PUD Property and fails to acquire title to the PUD Property within 60 days-approval, then the City or the Developer shall each have the option to terminate this Agreement, exercised by providing written notice to the other parties hereto, after which this Agreement shall be null, void and without further effect. Neither the City nor the Developer shall acquire any enforceable rights or claims against each other with respect hereto in the event this Agreement becomes null and void under this paragraph.

**16. AMENDMENTS:**

A. Amendments to this Agreement, other than minor modifications to the CDP as referred to in Section 2.D. of this Agreement, shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied and the City.

B. Before amending this Agreement, the City shall conduct two or more public hearings. At the City's option, one of these public hearings may be held by the Planning and Zoning Board.

(1) Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida.

(2) If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3) (c), Florida Statutes (2010), as amended from time to time.

(3) The day, time and place at which the second public hearing, if any, will be held shall be announced at the first public hearing.

(4) The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:

(a) Changes in permitted and/or conditional uses;

(b) Changes in building intensities and/or height proposed.

(5) All notices shall specify a place where a copy of the proposed amendment can be obtained prior to the public hearing.

**17. PUBLIC RECORD:**

A. The parties agree this Agreement shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense. The provision of this Agreement shall constitute covenants running with the land applicable to the entire subject Property described herein or any portion thereof. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority.

**18. SEVERABILITY:**

A. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

**19. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED:**

A. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

**20. COMPLETE AGREEMENT:**

A. This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Owner.

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered  
In the presence of:

**CITY OF NEW SMYRNA BEACH,  
a Florida Municipal Corporation**

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

By: \_\_\_\_\_  
Adam Barringer, Mayor

By: \_\_\_\_\_  
Johnny Bledsoe, City Clerk

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND CORRECTNESS**  
As Attested to

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
City Attorney, Frank B. Gummey, III

Signed, Sealed and Delivered in the

**DEVELOPER - PROPERTY OWNER  
NEW SMYRNA BEACH MARINA  
HOLDINGS, LLC**

Presence of:

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
By: Tim Phillips, Managing Member

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by **ADAM BARRINGER and JOHNNY BLEDSOE, Mayor and City Clerk**, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

(Seal)

\_\_\_\_\_  
Notary Public

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by **TIM PHILLIPS, Managing Member of NEW SMYRNA BEACH MARINA HOLDINGS, LLC.** He is personally known to me and did not take an oath.

(Seal)

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

EXHIBIT "A"  
LEGAL DESCRIPTION

ALL OF LOTS 1 AND 2, AND THE SOUTHERLY ONE-HALF (1/2) OF LOT 4, *TOGETHER WITH* AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTHERLY ONE-HALF (1/2) OF SAID LOT 4, ALL LYING WITHIN BLOCK 5, *NORTH CAUSEWAY SUBDIVISION*, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 209, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. *EXCEPTING THEREFROM* THAT PART OF THE ABOVE-DESCRIBED PROPERTY LYING WITHIN THE RIGHT-OF-WAY OF STATE ROAD 40, *TOGETHER WITH* ANY AND ALL LITTORAL AND RIPARIAN RIGHTS THEREUNTO APPERTAINING; IF ANY.

AND

LOT 3, BLOCK 5, NORTH CAUSEWAY SUBDIVISION, MAP BOOK 11, PAGE 209, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTH ONE-HALF (1/2) OF LOT 4, BLOCK 5, NORTH CAUSEWAY SUBDIVISION, MAP BOOK 11, PAGE 209, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

**EXHIBIT "B"**

**CONCEPTUAL DEVELOPMENT PLAN**

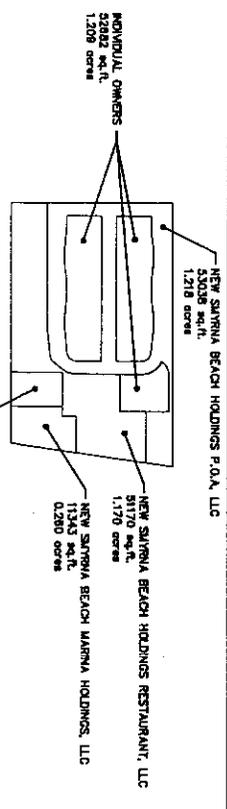
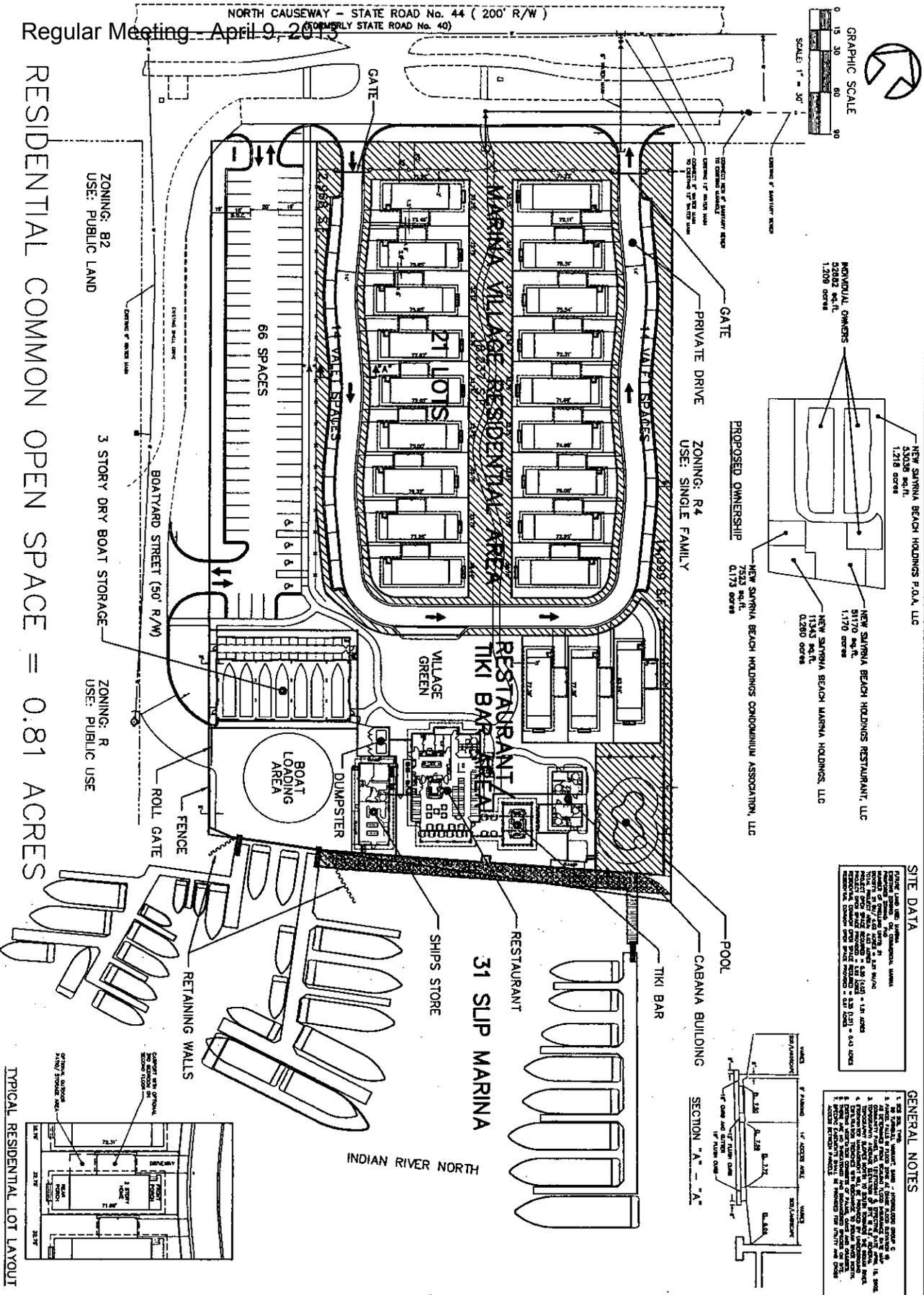
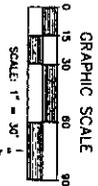




Regular Meeting - April 9, 2015

NORTH CAUSEWAY - STATE ROAD No. 44 (200' R/W)  
FORMERLY STATE ROAD No. 40)

RESIDENTIAL COMMON OPEN SPACE = 0.81 ACRES



**SITE DATA**

Project: Land Use, Marina, Restaurant, Marina  
 Proposed Marina: 1,200 acres  
 Proposed Restaurant: 1,170 acres  
 Proposed Marina Holdings: 1,184 acres  
 Proposed Condominium Association: 1,179 acres  
 Total Project Area: 5,423 acres  
 Total Project Area (excluding 0.81 acres of common open space): 5,423 acres  
 Total Project Area (including 0.81 acres of common open space): 6,233 acres

**GENERAL NOTES**

1. SEE THE "GENERAL NOTES" ATTACHED TO SHEET 1.
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
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10. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.

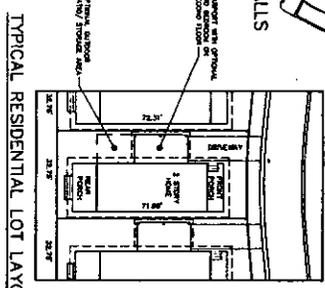


EXHIBIT "B"

CONCEPTUAL DEVELOPMENT PLAN  
 NEW SMYRNA HARBOR MARINA  
 NEW SMYRNA BEACH, FLORIDA

**MARK DOWST & ASSOCIATES, INC.**  
 ENGINEERS • PLANNERS • SURVEYORS  
 435 N. HALIFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32114 • (904) 256-7099  
 SCALE 1"=30' (REVISED) MCD DRAWN JAY CHECKED MSD DATE 05-13-12

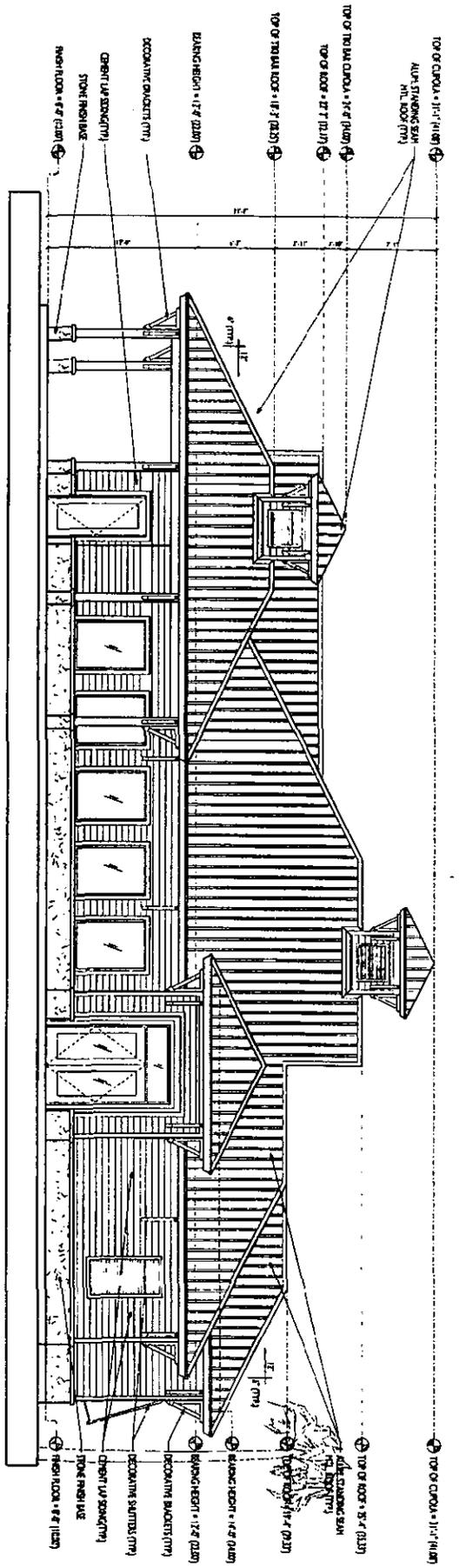
NO.	DATE	APPR.	REVISION
1	02-04-12	MSD	GENERAL REVISION

**EXHIBIT "C"**

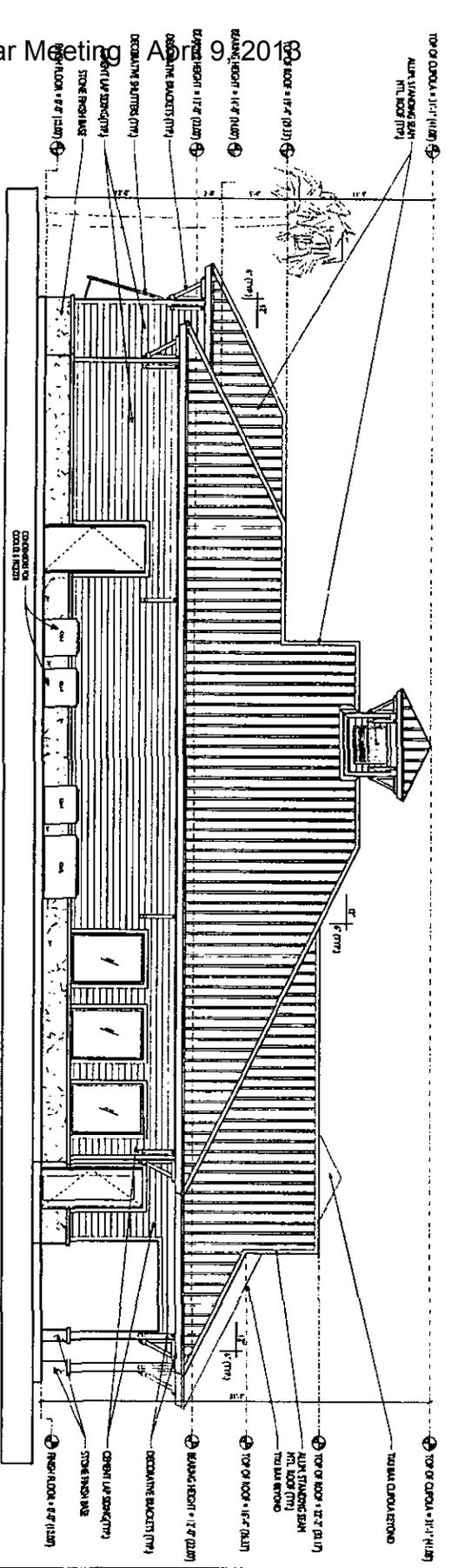
**ARCHITECTURAL DESIGN STANDARDS**







**A** PROPOSED ELEVATION  
CAS RESTAURANT EAST FACADE  
SCALE 1/4" = 1'-0"



**B** PROPOSED ELEVATION  
CAS RESTAURANT WEST FACADE  
SCALE 1/4" = 1'-0"

**BUILDING MATERIAL COLORS**

BRICK	OPEN UP BRICK	STONE FINISH	FINISH FLOOR
DECORATIVE BRICK	ALUM. STANDING SEAM MET. ROOF	ALUM. STANDING SEAM MET. ROOF	ALUM. STANDING SEAM MET. ROOF
OPEN UP BRICK	STONE FINISH	STONE FINISH	STONE FINISH

NOTES:  
1. ALL MATERIALS TO BE SUPPLIED BY THE CONTRACTOR.  
2. ALL MATERIALS TO BE MATCHED TO THE SAMPLES PROVIDED.  
3. ALL MATERIALS TO BE MATCHED TO THE SAMPLES PROVIDED.  
4. ALL MATERIALS TO BE MATCHED TO THE SAMPLES PROVIDED.  
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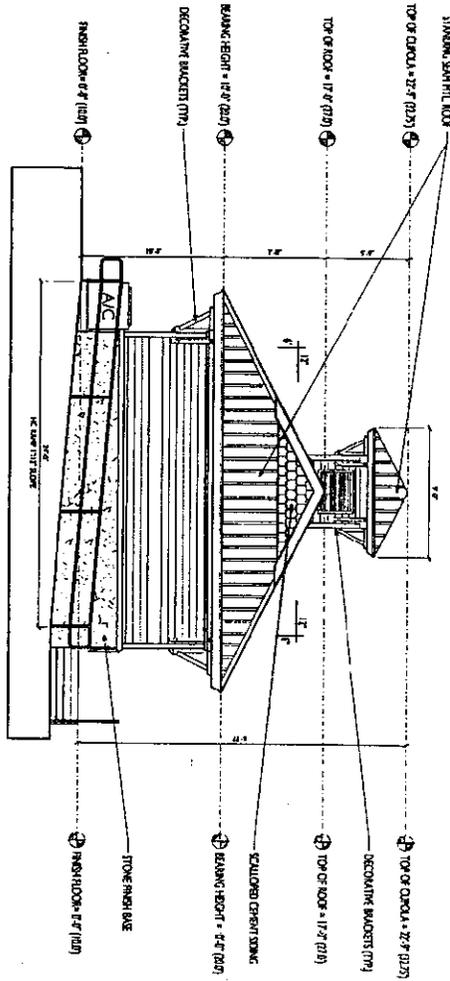
# NEW SMYRNA BEACH MARINA

OWNER/DEVELOPER: TIM AND TODD PHILLIPS, NEW SMYRNA BEACH MARINA HOLDINGS, LLC, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386/258-7911  
 PROJECT LOCATION: 244 NORTH CAUSEWAY BOULEVARD, NEW SMYRNA BEACH, FL 32169  
 GENERAL CONTRACTOR: P & S PAVING, INC., TODD PHILLIPS CGC # 1000000000, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386/258-7911

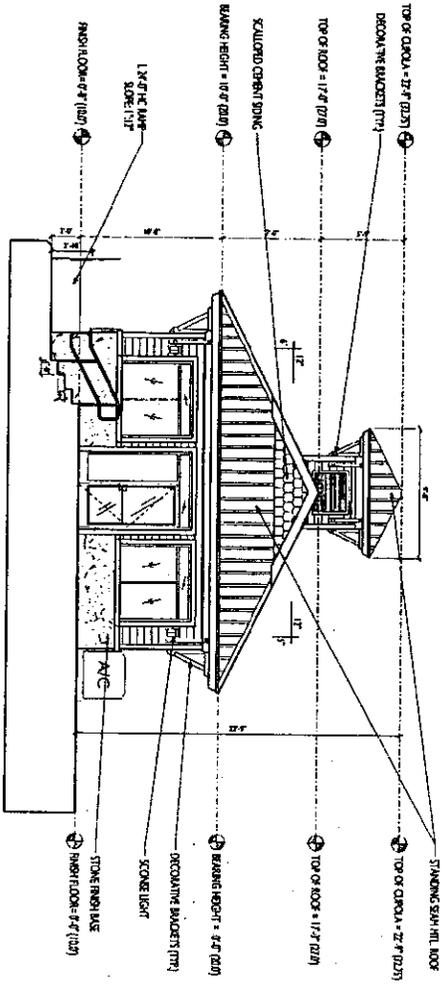
**BPE**  
DESIGN ARCHITECTURAL  
ARCHITECTS INC. (FLORIDA) LLC  
10000 W. STATE ROAD 100, SUITE 100  
DADE COUNTY, FLORIDA 33150  
TEL: 305.444.1111  
WWW.BPEARCHITECTS.COM

**PROJECT INFORMATION**  
PROJECT NO. 18-001  
DATE: 04/09/2018  
DRAWN BY: [Name]  
CHECKED BY: [Name]





**B** PROPOSED ELEVATION  
B-A5 NORTH SHIP STORE BUILDING  
SCALE 1/4"=1'-0"



**A** PROPOSED ELEVATION  
B-A5 SOUTH SHIP STORE BUILDING  
SCALE 1/4"=1'-0"

BUILDING MATERIALS/COLORS LEGEND	
PAINTING BASE	STONE FINISH
PAINTING WALLS	SCALLOPED CEMENT STONE
SCALLOPED CEMENT STONE	DECORATIVE BRACKETS (M7)
WOODWORKING	WHITE GLAZED ALUMINUM
	WHITE

NOTES:  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. FINISHES AND MATERIALS TO BE DETERMINED BY THE ARCHITECT.  
3. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.  
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.  
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURETIES.  
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LICENSES.  
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REGISTRATIONS.  
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CERTIFICATES.  
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS.  
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY NOTICES.  
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ORDERS.  
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DECISIONS.  
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DIRECTIONS.  
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSTRUCTIONS.  
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ADVICE.  
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY GUIDANCE.  
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ASSISTANCE.  
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SUPPORT.  
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HELP.  
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AID.  
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ASSISTANCE.  
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SUPPORT.  
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HELP.  
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AID.

# NEW SMYRNA BEACH MARINA

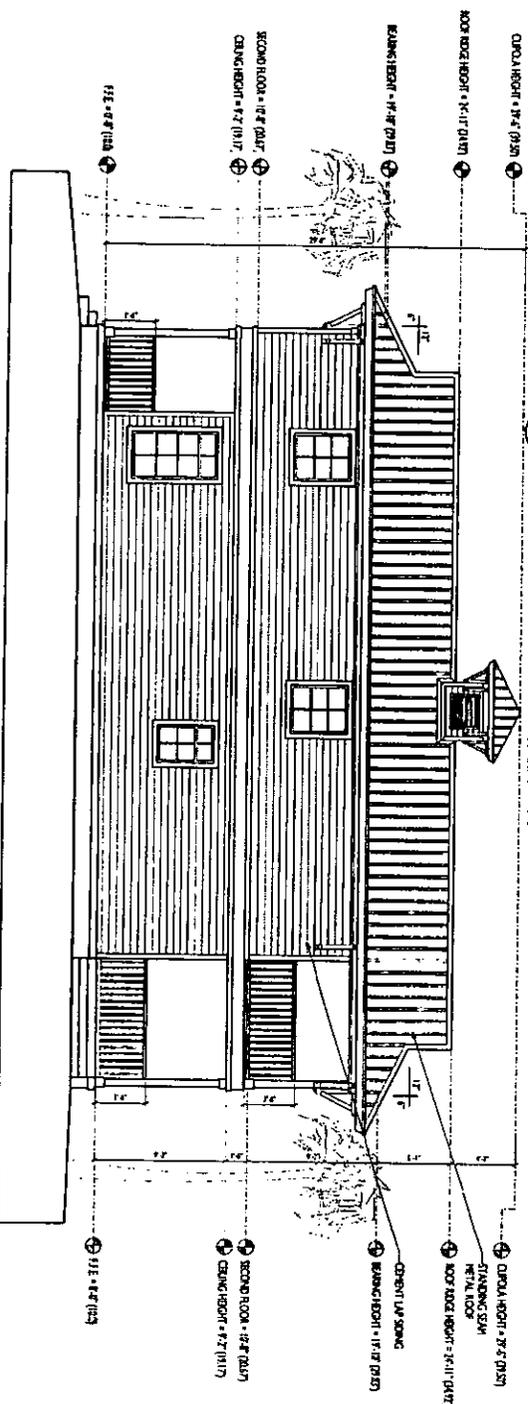
OWNER/DEVELOPER: TIM AND TODD PHILLIPS, NEW SMYRNA BEACH MARINA HOLDINGS, LLC, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386/258-7911  
 PROJECT LOCATION: 244 NORTH CAUSEWAY BOULEVARD, NEW SMYRNA BEACH, FL 32119  
 GENERAL CONTRACTOR: P & S PAVING, INC., TODD PHILLIPS CGC # 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386/258-7911



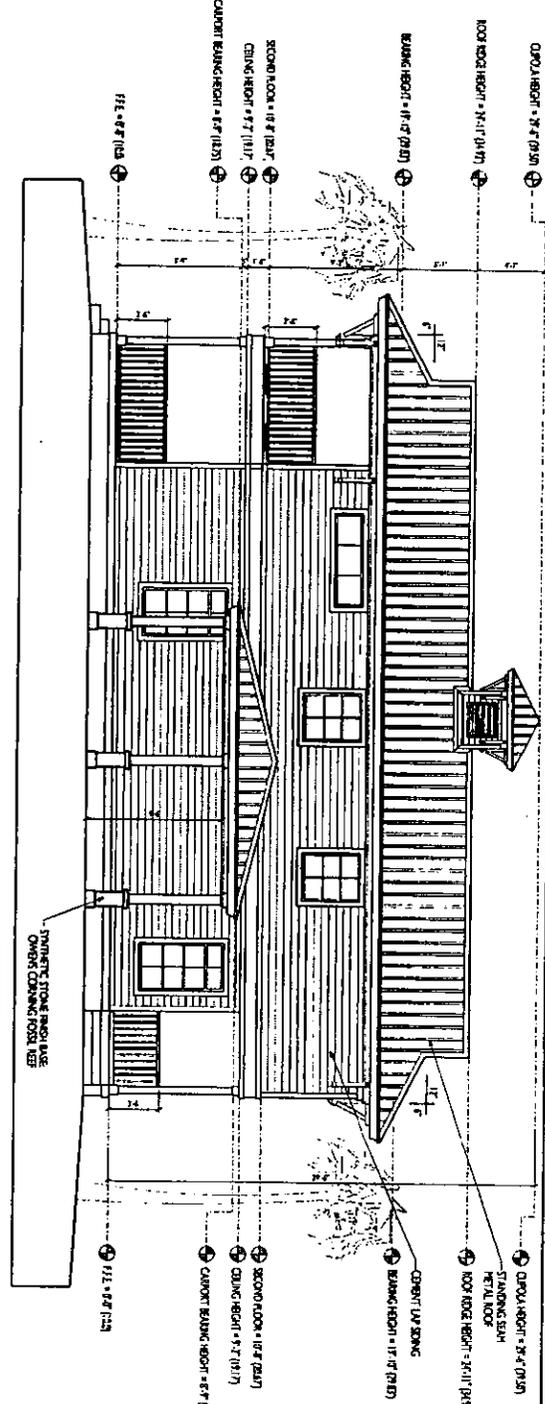




**A** PROPOSED ELEVATION  
 BAY KEY LAGO MOOR, SIDE  
 SCALE: 1/8" = 1'-0"



**B** PROPOSED ELEVATION  
 BAY KEY LAGO MOOR, SIDE  
 SCALE: 1/8" = 1'-0"



**WINDOW/DOOR HEAD HEIGHT NOTE**  
 ALL HEAD ROOM WINDOWS & DOORS TO BE AT HEAD HEIGHT OF 6'-0".  
 ALL SECOND FLOOR WINDOWS & DOORS TO BE AT HEAD HEIGHT OF 6'-6".

**BUILDING MATERIALS/CONDITIONS**

PAINTING	PRIMER	FINISH	CONDITION
WALLS	PRIMER	FINISH	PRIMER
TRUSS	PRIMER	FINISH	PRIMER
ROOFING	PRIMER	FINISH	PRIMER
WOODWORK	PRIMER	FINISH	PRIMER
CEILING	PRIMER	FINISH	PRIMER
FLOORING	PRIMER	FINISH	PRIMER
TRIM	PRIMER	FINISH	PRIMER
GLASS	PRIMER	FINISH	PRIMER
IRONWORK	PRIMER	FINISH	PRIMER
MECHANICAL	PRIMER	FINISH	PRIMER
ELECTRICAL	PRIMER	FINISH	PRIMER
PLUMBING	PRIMER	FINISH	PRIMER
CONCRETE	PRIMER	FINISH	PRIMER
MASONRY	PRIMER	FINISH	PRIMER
LANDSCAPE	PRIMER	FINISH	PRIMER
EXTERIOR	PRIMER	FINISH	PRIMER
INTERIOR	PRIMER	FINISH	PRIMER

**NOTES:**  
 1. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT.  
 2. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT.  
 3. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT.  
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 10. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT.

**NEW SMYRNA BEACH MARINA**

OWNER/DEVELOPER: TIM AND TODD PHILLIPS, NEW SMYRNA BEACH MARINA HOLDINGS, LLC, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386/258-7911  
 PROJECT LOCATION: 244 NORTH CAUSEWAY BOULEVARD, NEW SMYRNA BEACH, FL 32169  
 GENERAL CONTRACTOR: P & S PAVING, INC., TODD PHILLIPS CGC, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386/258-7911

**REVISIONS**

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

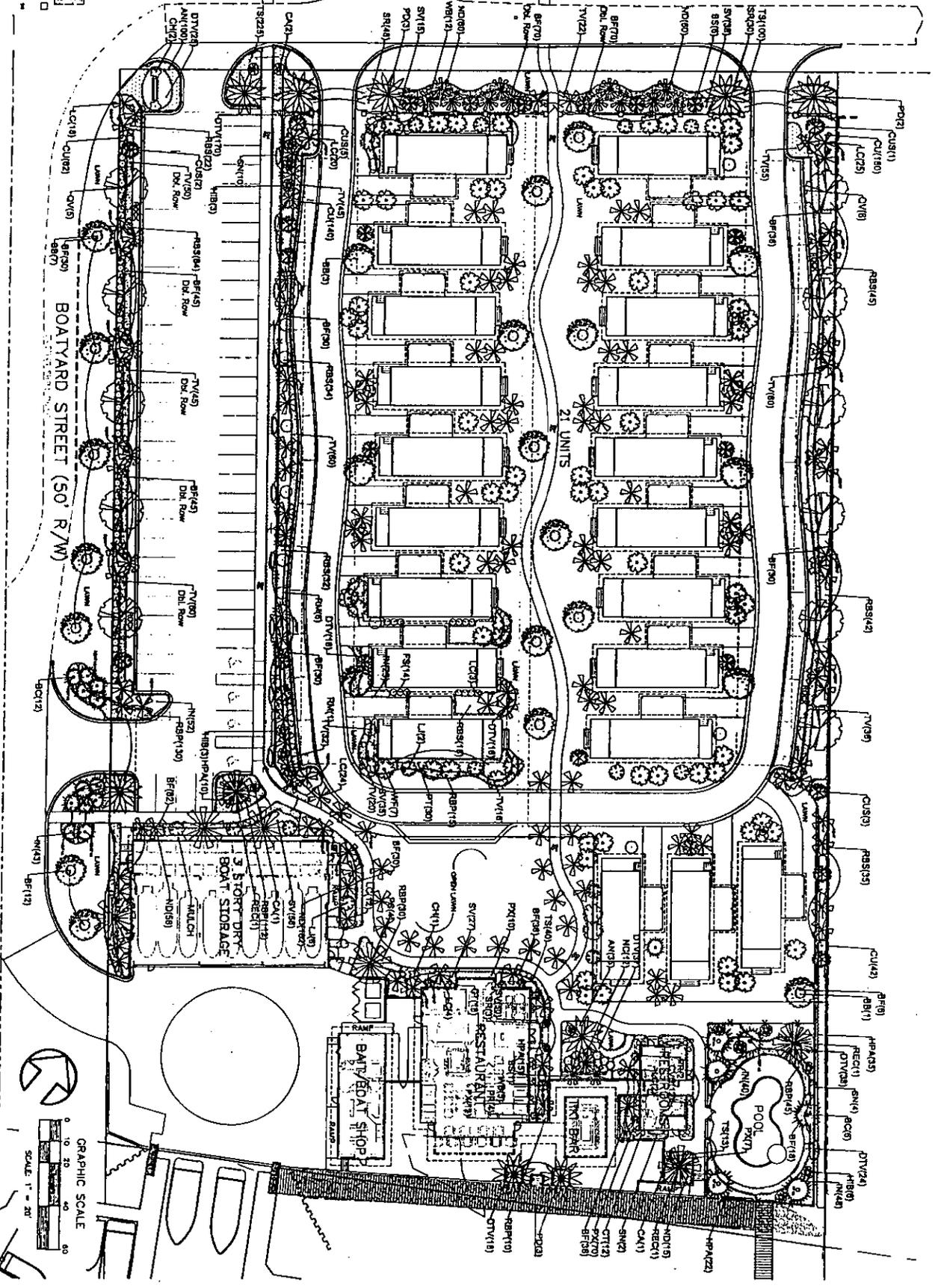
**DESIGN INFORMATION**

DESIGNER: BDP  
 ARCHITECT: BDP  
 ENGINEER: BDP  
 CONTRACTOR: BDP





**EXHIBIT "D"**  
**LANDSCAPE PLANS**

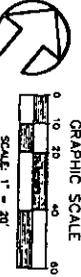


BOATYARD STREET (50' R/W)

21 UNITS

3-STOREY DIRTY BOAT STORAGE

POOL



SEE SHEET LA-2 FOR PLANT LISTNOTES

LANDSCAPE PLAN  
 NEW SMYRNA HARBOR  
 NEW SMYRNA BEACH, FLORIDA

**MARK DOWST & ASSOCIATES, INC.**  
 ENGINEERS • PLANNERS • SURVEYORS  
 19 138  
 530 N. PALM BEACH AVENUE, SUITE 6100 • DAYTONA BEACH, FLORIDA 32118 • (386) 258-7999

SCALE: 1"=20'-0" SHEET NO. CSC DRAWING NO. CSC PROJECT NO. 11-15-12 DATE 11-15-12

NO.	DATE	APP'D.	REVISION

**PLANT LIST:**

QTY	SYMBOL	PLANT NAME	REMARKS
1	1	BRICKS 1.000000	1000.0000
1	2	BRICKS 2.000000	2000.0000
1	3	BRICKS 3.000000	3000.0000
1	4	BRICKS 4.000000	4000.0000
1	5	BRICKS 5.000000	5000.0000
1	6	BRICKS 6.000000	6000.0000
1	7	BRICKS 7.000000	7000.0000
1	8	BRICKS 8.000000	8000.0000
1	9	BRICKS 9.000000	9000.0000
1	10	BRICKS 10.000000	10000.0000
1	11	BRICKS 11.000000	11000.0000
1	12	BRICKS 12.000000	12000.0000
1	13	BRICKS 13.000000	13000.0000
1	14	BRICKS 14.000000	14000.0000
1	15	BRICKS 15.000000	15000.0000
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1	20	BRICKS 20.000000	20000.0000
1	21	BRICKS 21.000000	21000.0000
1	22	BRICKS 22.000000	22000.0000
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1	30	BRICKS 30.000000	30000.0000
1	31	BRICKS 31.000000	31000.0000
1	32	BRICKS 32.000000	32000.0000
1	33	BRICKS 33.000000	33000.0000
1	34	BRICKS 34.000000	34000.0000
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1	36	BRICKS 36.000000	36000.0000
1	37	BRICKS 37.000000	37000.0000
1	38	BRICKS 38.000000	38000.0000
1	39	BRICKS 39.000000	39000.0000
1	40	BRICKS 40.000000	40000.0000
1	41	BRICKS 41.000000	41000.0000
1	42	BRICKS 42.000000	42000.0000
1	43	BRICKS 43.000000	43000.0000
1	44	BRICKS 44.000000	44000.0000
1	45	BRICKS 45.000000	45000.0000
1	46	BRICKS 46.000000	46000.0000
1	47	BRICKS 47.000000	47000.0000
1	48	BRICKS 48.000000	48000.0000
1	49	BRICKS 49.000000	49000.0000
1	50	BRICKS 50.000000	50000.0000

**GENERAL NOTES:**

1. ALL PLANTING TO BE DONE BY THE CONTRACTOR.

2. ALL PLANTING TO BE DONE BY THE CONTRACTOR.

3. ALL PLANTING TO BE DONE BY THE CONTRACTOR.

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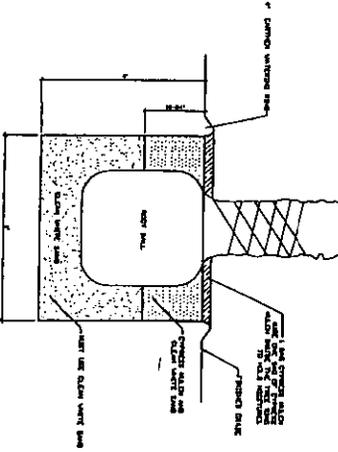
48. ALL PLANTING TO BE DONE BY THE CONTRACTOR.

49. ALL PLANTING TO BE DONE BY THE CONTRACTOR.

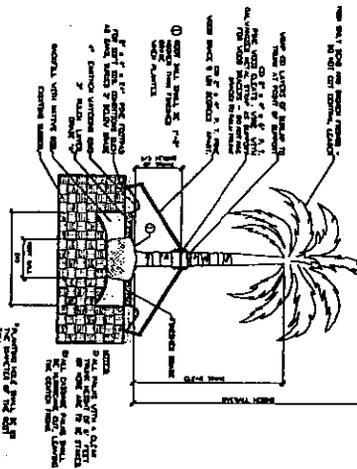
50. ALL PLANTING TO BE DONE BY THE CONTRACTOR.

PROJECT NO. 1340	LANDSCAPE PLANT LIST/NOTES		<p><b>MARK DOWST &amp; ASSOCIATES, INC.</b> ENGINEERS • PLANNERS • SURVEYORS 68 4325 530 N. HALL AVE. SUITE # 100 • DAYTONA BEACH, FLORIDA 32114 • (386) 258-7998</p>	REV	DATE	APRIL	REVISION
	LA-2	NEW SMYRNA HARBOR		SCALE	DATE	11-15-12	
NEW SMYRNA BEACH, FLORIDA		BY	DATE				

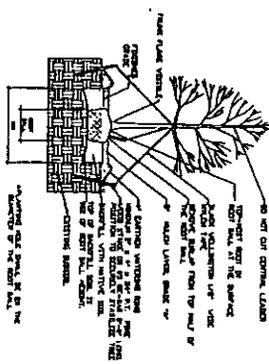
6 MEDICINAL PALM INSTALLATION SCHEMATIC



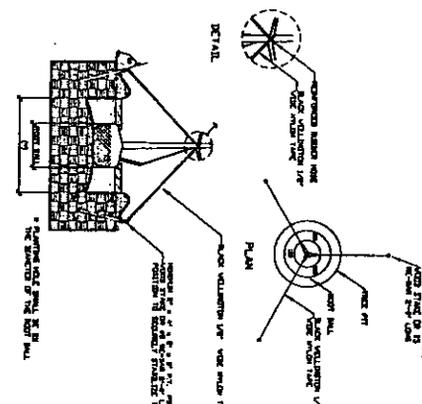
4 STRAIGHT TRUNK PALM DETAIL



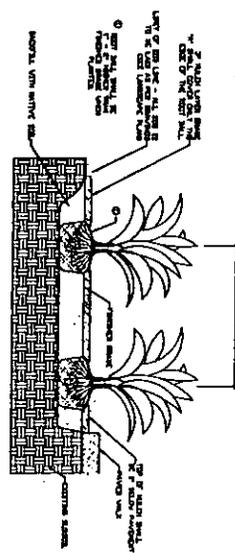
1 LARGE TREE PLANTING DETAIL



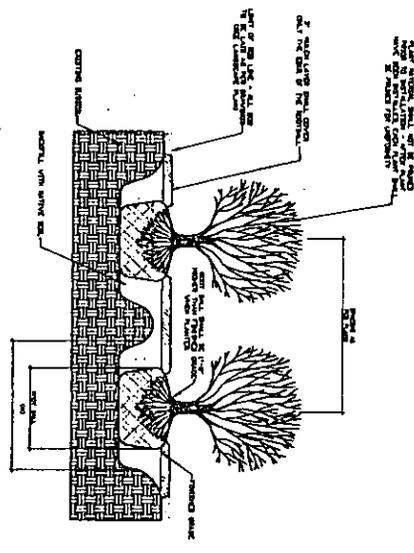
2 TYPICAL TREE SPACING DETAIL



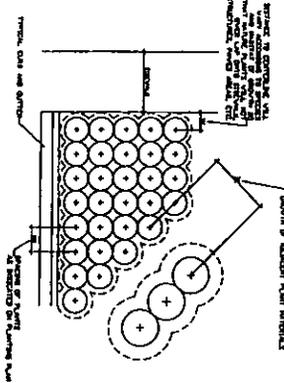
5 TYPICAL GROUND COVER PLANTING DETAIL



3 TYPICAL SHRUB PLANTING DETAIL



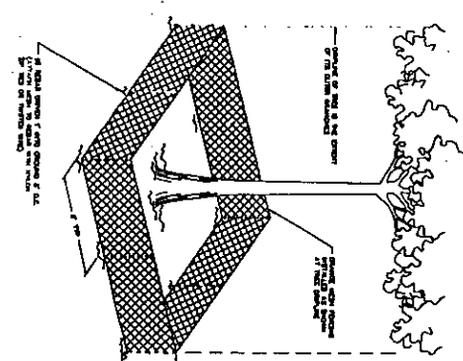
7 TYPICAL CONTAINER SPACING



8 ROOT PRUNING DETAIL



9 TREE BARRICADE DETAIL



LANDSCAPE DETAILS

NEW SMYRNA HARBOR

NEW SMYRNA BEACH, FLORIDA

MARK DOWST & ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS

1315 N. W. 10TH AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 758-7888

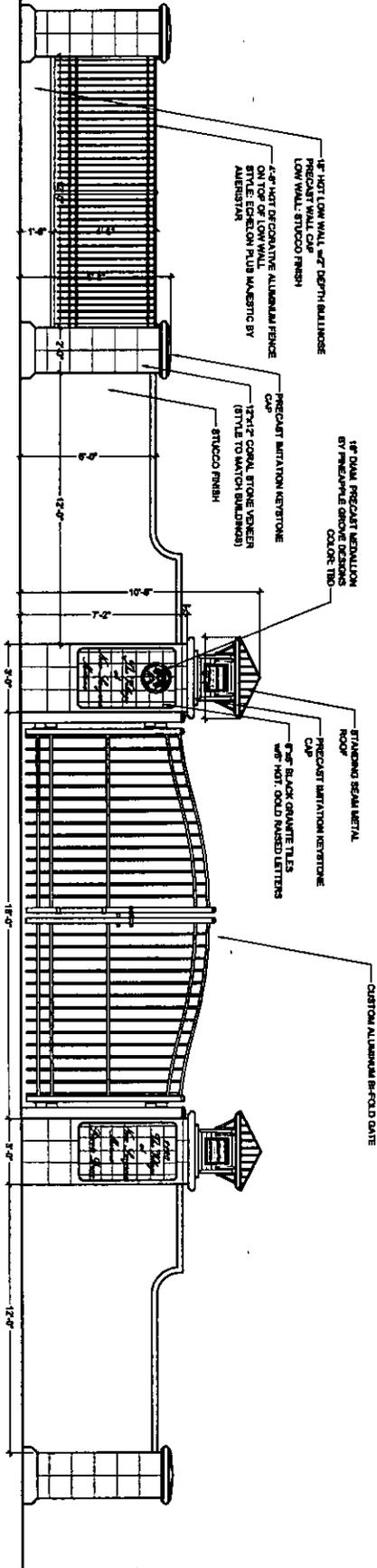
SCALE: N.T.S. DESIGNER: CSC DRAWN: CSC CHECKED: MBT DATE: 11-15-12

NO.	DATE	REVISION

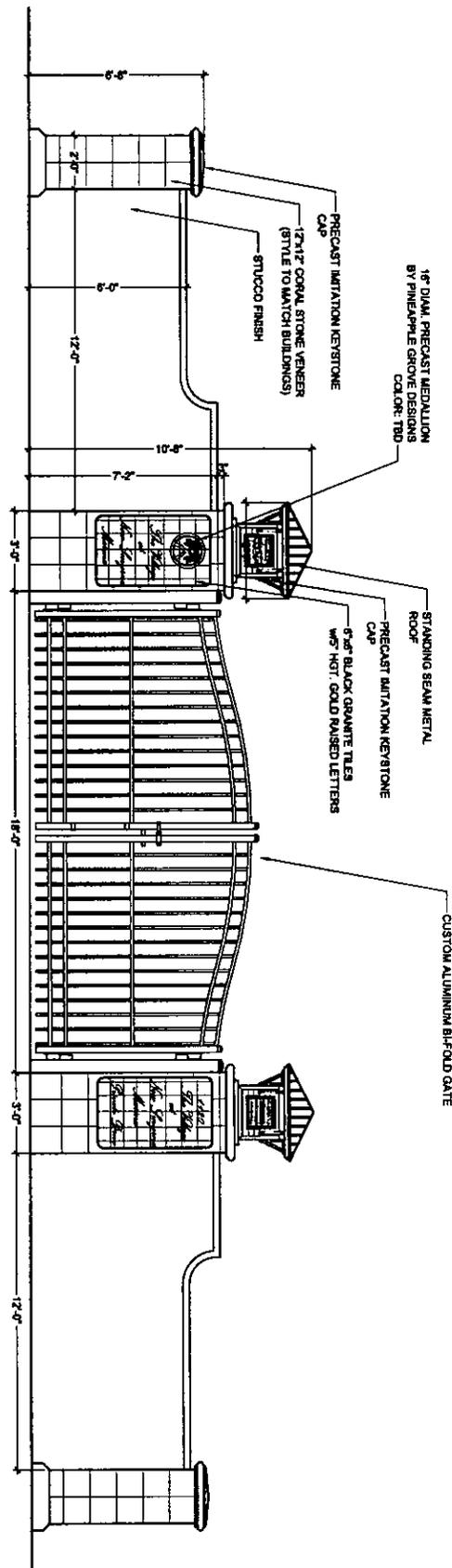
**EXHIBIT "E"**

**CONCEPTUAL RESIDENTIAL MAIN ENTRANCE**

**B** ELEVATIONAL VIEW - CONCEPTUAL RESIDENTIAL MAIN ENTRANCE W/LOW WALL/DECORATIVE FENCE OPTION



**A** ELEVATIONAL VIEW - CONCEPTUAL RESIDENTIAL MAIN ENTRANCE



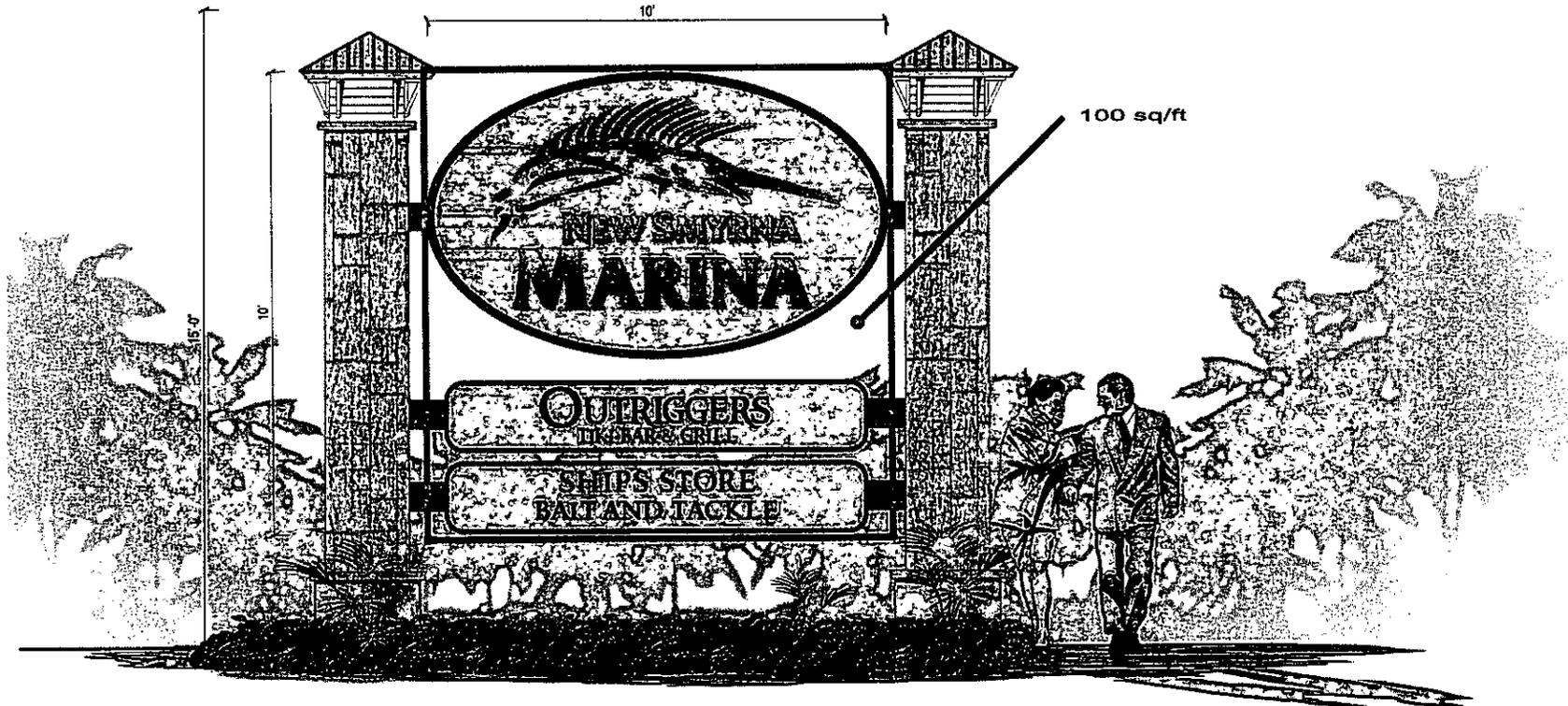
CONCEPTUAL MAIN ENTRANCE  
 NEW SMYRNA HARBOR  
 NEW SMYRNA BEACH, FLORIDA

**MARK DOWST & ASSOCIATES, INC.**  
 ENGINEERS • PLANNERS • SURVEYORS  
 530 N. HULFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32119 • (386) 250-7999  
 SCALE: As Shown REVISION: CSC DRAWN: CSC CHECKED: RBT DATE: 02-11-13

NO.	DATE	APP.	REVISION

**EXHIBIT "F"**

**CONCEPTUAL SIGN ELEVATION DRAWINGS**



 ELEVATION: North West  
S/F NON-ILLUMINATED DISPLAY 3/8"=1'-0"

**CONCEPTUAL**

**NOTES:**  
100 S.F ALLOCATED IN PUD SUBMITTAL

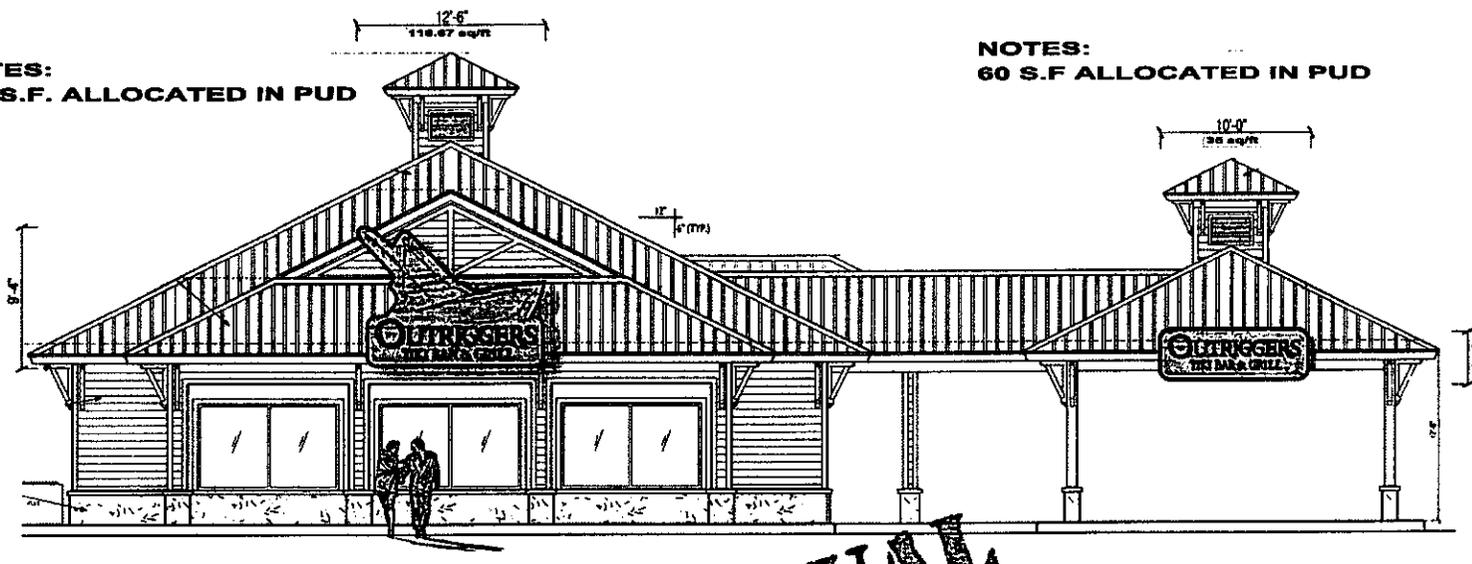


  
115459

**SHEET 3 OF 3**

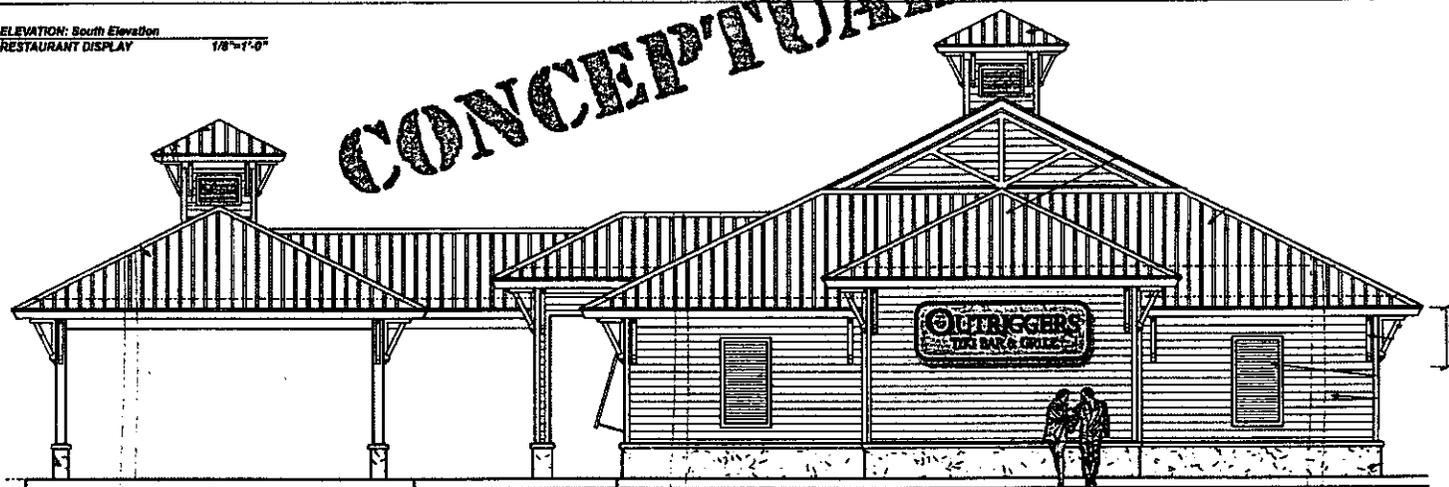
**NOTES:**  
150 S.F. ALLOCATED IN PUD

**NOTES:**  
60 S.F. ALLOCATED IN PUD



**E** **2** ELEVATION: South Elevation  
RESTAURANT DISPLAY 1/8"=1'-0"

**CONCEPTUAL**



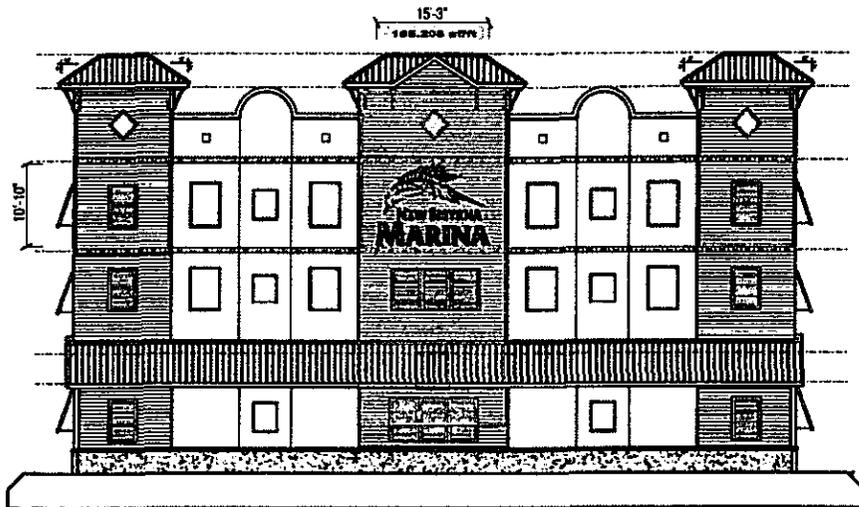
**E** **2** ELEVATION: North Elevation  
RESTAURANT DISPLAY 1/8"=1'-0"

**NOTES:**  
60 S.F. ALLOCATED IN PUD

**NEW SAMANA MARINA**

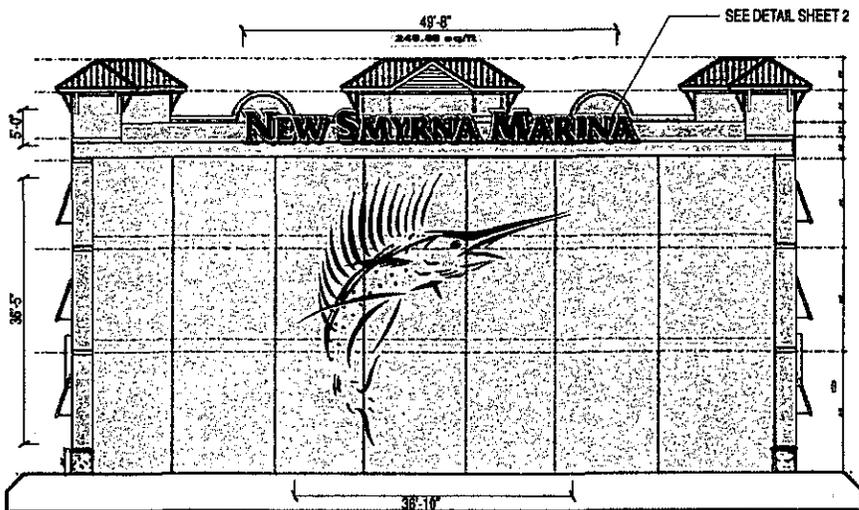
**SHEET 2 OF 3**

**ETW** US  
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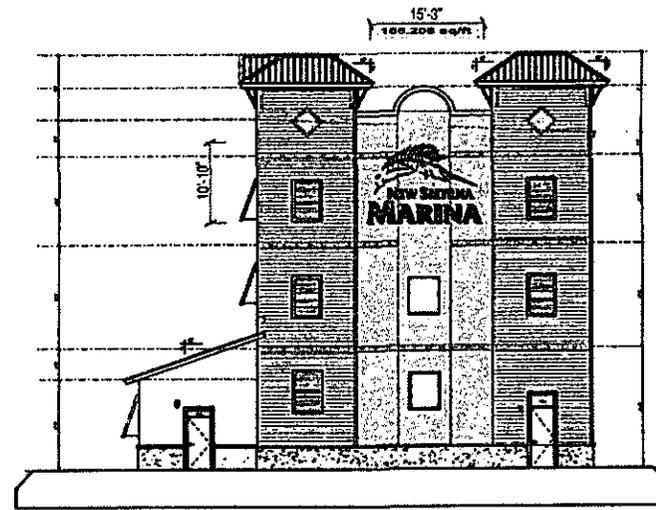


**8** ELEVATION: East  
S/F ILLUMINATED BOATHOUSE DISPLAY 1/16"=1'-0"  
**NOTES:**  
250 S.F. ALLOCATED IN PUD

**CONCEPTUAL**



**9** ELEVATION: South  
S/F ILLUMINATED BOATHOUSE DISPLAY 1/16"=1'-0"  
**NOTES:**  
250 S.F. ALLOCATED IN PUD



**9** ELEVATION: WEST  
S/F ILLUMINATED DISPLAY 1/16"=1'-0"  
**NOTES:**  
250 S.F. ALLOCATED IN PUD



SHEET 1 OF 3

1                    **CITY OF NEW SMYRNA BEACH – DEVELOPMENT SERVICES**  
2                    **PUD-4-12: NEW SMYRNA HARBOR**  
3                    **MARINA PUD**

4                    **MARCH 4, 2013**

---

6                    **I.     Background**

- 7
- 8                    A.     **Applicant:** Tim Phillips, 3701 Olson Drive, Daytona Beach, FL, 32124
- 9
- 10                  B.     **Property Owner:** New Smyrna Beach Marina Holders, LLC, 3701 Olson
- 11                  Drive, Daytona Beach, FL, 32124
- 12
- 13                  C.     **Request:** Rezoning from CM, Commercial Marina to PUD, Planned Unit
- 14                  Development, and approval of the New Smyrna Harbor Marina PUD
- 15                  Master Development Agreement and Conceptual Development Plan
- 16
- 17                  D.     **Site Data:** The subject property consists of approximately 4.3 acres and
- 18                  is generally located on the south side of the North Causeway, east of
- 19                  Boatyard Street and west of Marina Bay Drive (see location map attached
- 20                  as **Exhibit A**)
- 21
- 22                  E.     **TAX ID #s:** 7417-01-05-0010-0010, 7417-01-05-0030, 7417-01-05-0031,
- 23                  7417-01-05-0040, 7417-01-05-0041
- 24

25                  **II.    Findings**

- 26
- 27                  A.     The subject property is an approximately 4-acre riverfront site consisting
- 28                  of five separate parcels. The site was previously developed with a marina
- 29                  use, including a retail component and was also used for a wholesale
- 30                  fishing business.
- 31
- 32                  B.     In October 2007, the Planning and Zoning Board approved a site plan
- 33                  application to allow construction of a 69,396-square foot boat storage
- 34                  building, containing 264 dry slips; a 5,854-square foot clubhouse with 192
- 35                  seats and a swimming pool; 31 wet slips; and associated infrastructure
- 36                  improvements on the subject property. Both the dry stack storage building
- 37                  and the clubhouse would have been 45 feet tall. A total of 140 parking
- 38                  spaces were proposed as part of the approved site plan. That site plan,
- 39                  which would have expired in October 2009, received two, two-year
- 40                  extensions, due to legislation passed by the Florida State Legislature.
- 41                  This site plan now expires in October 2013.
- 42
- 43                  C.     In 2012, the property owners submitted applications to the City for the
- 44                  following:
- 45
- 46                  a.     Amend the “Marina” future land use category to allow residential
- 47                  units at a density of up to eight units per acre

- 1           b.     Rezone the property from CM, Commercial Marina, to PUD,  
2                 Planned Unit Development  
3           c.     Variance application to waive certain landscaping and signage  
4                 requirements and to allow an 8-foot tall wall, with 12-foot tall accent  
5                 pilings  
6           d.     Site plan application to allow the property to be developed with 21  
7                 single-family detached homes; a 256-seat restaurant; a marina and  
8                 ship's store; and a 21-space dry stack boat storage building  
9  
10          D.     The amendment to the "Marina" future land use category has been  
11                 approved by the City Commission and the Florida Department of  
12                 Economic Opportunity. The site plan was reviewed by the Plan Review  
13                 Committee on December 7, 2012. The requested variances are  
14                 scheduled for Planning and Zoning Board review at the March 4, 2013  
15                 meeting.  
16  
17          E.     Work is currently permitted on the property to build the docks and fuel  
18                 tanks to accommodate 31 wet slips. Additionally, the property owner has  
19                 received approval to clear and grade the site, based on the approved  
20                 2007 site plan. However, additional clearing and grading activities will be  
21                 required once the most recent site plan application is approved.  
22  
23          F.     The subject properties have a Future Land Use (FLU) designation of  
24                 Marina and are currently zoned CM, Commercial Marina. As part of the  
25                 request to rezone the property to PUD, Planned Unit Development, the  
26                 applicant has prepared the New Smyrna Harbor Marina PUD Master  
27                 Development Agreement and Conceptual Development Plan (**Exhibit B**).  
28  
29          G.     The surrounding future land use, existing uses, and zoning are as follows:  
30                 **North (across the North Causeway)**  
31                 Future Land Use:    Commercial  
32                 Existing Land Use:  Commercial  
33                 Zoning:            B-2, Neighborhood Business District and B-6A,  
34                                      Limited Medical Professional  
35  
36                 **South**  
37                 Future Land Use:    N/A – Indian River  
38                 Existing Land Use:  Water  
39                 Zoning:            N/A – Indian River  
40  
41                 **East**  
42                 Future Land Use:    Marina  
43                 Existing Land Use:  Single-Family Residence  
44                 Zoning:            CM, Commercial Marina  
45  
46                 **West (across Boatyard Street)**  
47                 Future Land Use:    Recreation  
48                 Existing Land Use:  Municipal Boat Ramp  
49                 Zoning:            B-2, Neighborhood Business and R, Recreation

1 **OVERALL DEVELOPMENT PLAN AND PERMITTED USES**  
2

3 H. The Master Development Agreement (MDA) would allow the properties to  
4 be developed with a mix of residential and non-residential uses. The  
5 development proposal includes 21 single-family detached homes; a 256-  
6 seat restaurant/tiki bar; a marina and ship's store; and a 21-space dry  
7 stack boat storage building.  
8

9 I. In order for the MDA to be compliant with the City's *Land Development*  
10 *Regulations* (LDR), the Planning and Zoning Board must approve the  
11 requested variances. Per Florida Statutes, and information provided by  
12 the City Attorney, a development agreement cannot be used to  
13 circumvent or waive requirements of the LDR. Therefore, the applicant  
14 has submitted variance requests for the following:  
15

- 16 • Allow an 8-foot fence, with 12-foot accent pilings, in lieu of the  
17 maximum 6-foot tall fence allowed by code
- 18 • Allow palms and other tropical vegetation to be used to replace  
19 hardwood trees and specimen trees
- 20 • Waive the requirement to preserve specimen trees on-site
- 21 • Allow more than 6 inches of fill in the required setback areas
- 22 • Allow the minimum permitted grade elevations referenced in the  
23 proposed Master Development Agreement (MDA)
- 24 • Allow signage in excess of that permitted by the *Land Development*  
25 *Regulations* (LDR)
- 26 • Allow roof signs
- 27 • Allow signage visible from the Intracoastal Waterway

28  
29 These requests are discussed in further detail in the staff report for the  
30 variance. Of the eight submitted variance requests, staff has determined  
31 that two of the requests are not required and two of the requests cannot  
32 be granted because the Board does not possess the power to approve  
33 them. Staff has recommended denial of the remaining variance requests.  
34 This will require amendments to the MDA to revise language related to  
35 signage.  
36

37 J. The subject property will be subdivided into four separate areas – Marina  
38 Village Residential; Restaurant/Tiki Bar; Marina Commercial; and Dry  
39 Stack Storage. Additionally, the conceptual plan includes a "Village  
40 Green" area that is intended for special event use.  
41

42 K. In addition to the on-site improvements, the property owner is also  
43 proposing to "work with the City" to pave Boatyard Street, provide  
44 additional landscaping within the Boatyard Street right-of-way, and to  
45 underground utilities within Boatyard Street from the North Causeway to  
46 the river.  
47  
48

1 **LANDSCAPING AND TREE PRESERVATION**

2 L. As discussed above, the applicant has received approval to clear and  
3 grade the site, based on the 2007 site plan. That site plan, which met all  
4 code requirements with regard to tree replacement, including the  
5 replacement of specimen trees with like species. Section 604.041(B),  
6 LDR details minimum standards regarding tree replacement. This section  
7 contains a list of trees that "shall" be planted to meet minimum tree  
8 requirements and as replacement trees. Specimen trees must be  
9 replaced with trees of like species. Palm trees may only be used to  
10 replace up to one-third of the cross-sectional area of the hardwoods that  
11 are removed. However, the owners are proposing to replace all the  
12 removed trees, including hardwoods and specimen trees, with palms and  
13 other tropical vegetation. Staff has recommended denial of this variance  
14 request. If the Board denies the variance request, the Master  
15 Development Agreement, Conceptual Development Plan and final site  
16 plan must be revised to show that all tree replacement requirements will  
17 be met.

18  
19 M. As also discussed above, the property will be subdivided into four  
20 separate areas (Marina Residential, Marina Commercial; Dry Stack  
21 Storage and Restaurant/Tiki Bar). Additionally, the Marina Residential  
22 Area will be further subdivided into 21 single-family residential lots.  
23 Section 1006.00(C)(2), LDR, requires that a minimum of 15% of the  
24 development be set aside for tree preservation areas. Additionally,  
25 because the property will be subdivided, Section 1006.00(C)(3), LDR,  
26 requires that 50% of all specimen trees, or 7 trees, be saved. As stated  
27 above, the property owners are proposing to remove all the trees from the  
28 site and replace them with palms and other tropical vegetation. If the  
29 Board denies the variance request, the Master Development Agreement,  
30 Conceptual Development Plan and final site plan must be revised to show  
31 that all specimen tree preservation requirements will be met.

32  
33 **SIGNAGE**

34 N. As part of the MDA, the applicant has included language that would allow  
35 the following signs:

- 36  
37 • Marina Commercial Area:
  - 38 ○ One 48 SF wall/roof sign (facing Boatyard Street)
  - 39 ○ One 48 SF roof sign (facing the Indian River)
  - 40 ○ One 15 SF wall sign on the east side of the building
  - 41 ○ One 120 SF sign on the marina dock area, facing the
  - 42 Indian River
- 43 • Dry Stack Area:
  - 44 ○ Three 250 SF wall signs, facing Boatyard Street,
  - 45 North Causeway and the Indian River
- 46 • Restaurant/Tiki Bar Area:
  - 47 ○ One 150 SF roof sign facing the Indian River
  - 48 ○ One 60 SF roof sign facing the Indian River
  - 49 ○ One 60 SF wall sign facing the North Causeway

- One 18-foot tall, 100 SF monument sign, with a 4-foot decorative base (total of 22-feet in height), at the northwest corner of the site
- Marina Village Residential Area:
  - Two 80 SF wall signs facing the North Causeway
- Directional sign of up to 4 SF in copy area
- Neon accent lighting on buildings

Section 604.12(F)(8), LDR, states that “[u]nless specifically specified otherwise, no more than a total of three signs shall be erected or maintained per premises”. Additionally, the total copy area of the signs shall not exceed the maximum permissible area specified in the code. The three-sign-per-premises limitation applies to all properties within the City. However, the LDR does not specify a maximum allowed copy areas for signs within PUDs, instead allowing developers to negotiate copy area on a case-by-case basis.

The number of signs proposed in the Restaurant/Tiki Bar Area and the Marina Commercial Area exceed the maximum number allowed by code and the applicant has requested a variance to allow additional signs.

O. With regard to the copy area proposed for the signs, this is subject to negotiation. When reviewing negotiated requests for signage, staff typically recommends utilizing standards that are close to what is permitted by code. In this case, if the property had retained its CM, Commercial Marina zoning designation, the following signs would be permitted:

- Maximum of three signs per premises
- Maximum wall sign copy area of 100 SF
- Maximum monument sign copy area of 4 SF for each lineal foot of building frontage, up to a maximum of 100 SF
- Maximum monument sign height of 10 feet
- Residential signs: one subdivision sign with a maximum height of 4 feet above the adjacent road grade and a maximum copy area of 60 square feet

The proposed signage exceeds the maximum copy areas and quantities that would be permitted under conventional zoning. While staff understands that the MDA is a negotiated agreement, the proposed signage should be relatively consistent with the City’s sign regulations. Additionally, roof signs and signs visible from the river are prohibited by code. Unless the applicant applies for, and the City Commission approves, amendments to the LDR to allow those types of signs, they cannot be permitted. Therefore, staff would recommend that signage be limited to the following:

- Marina Commercial Area:

- One 48 SF wall (facing Boatyard Street)
- One 48 SF wall sign (facing the North Causeway)
- One 15 SF wall sign on the east side of the building
- Dry Stack Area:
  - Two 100 SF wall signs, facing Boatyard Street and the North Causeway
- Restaurant/Tiki Bar Area:
  - One 100 SF wall sign facing the North Causeway
  - One 50 SF wall sign facing Boatyard Street
  - One 15-foot tall, 100 SF monument sign, including a 4-foot decorative base, at the northwest corner of the site
- Marina Village Residential Area:
  - Two 80 SF wall signs facing the North Causeway
- Directional sign of up to 4 SF in copy area
- Neon accent lighting on the buildings should be prohibited

**OTHER ITEMS**

- P. Per Article V, LDR, the developer must preserve a minimum of 30% of the PUD as open space. Thus, the 4.3-acre site would require a total of 1.29 acres of open space. Open space is defined as the "portion of net land area not used for: street right-of-way; off-street automobile parking and driveways; off-street loading; and maximum building lot coverage. Bicycle, walking and jogging paths, and other recreational facilities, plazas, undevelopable lot areas and stormwater management areas outside of right-of-ways shall be considered open space". Based upon the Conceptual Development Plan included as Exhibit B to the MDA, this requirement will be met by the reservation of 1.52 acres of open space.
- Q. Because the PUD will also contain a residential component, the LDR requires that of the open space provided, 35% of that area be utilized as "common open space". In this case, a total of 0.57 acres of common open space must be provided. Common open space is defined as a "commonly owned area of land reserved primarily for the leisure or recreational use of the owners of a residential development. Community pools, golf courses parks and other outdoor spaces intended for use by the residents of a PUD shall be considered common open space. Based upon the Conceptual Development Plan, this requirement will be met by the reservation of 0.81 acres of common open space.
- R. The proposed Master Development Agreement and Conceptual Development Plan was reviewed by staff at the October 5, 2012 Plan Review Committee (PRC) meeting. Based upon comments provided by staff, the applicant revised the agreement and plan and resubmitted these documents in January 2013. Additional revisions were made to the agreement and conceptual plan and revisions were resubmitted on February 1, 2013. As of the date this report was prepared, only Police Department staff have signed off on the revised MDA and CDP. A list of outstanding comments has been received from Planning. These

1 comments are attached to this report as **Exhibit C**. No outstanding  
2 comments have been received from Engineering, Landscaping, Building,  
3 Horticulture, Public Works or the Utilities Commission staff. A condition of  
4 approval should be that all outstanding comments are addressed prior to  
5 scheduling this item for first reading before City Commission.  
6

- 7 S. The subject property is located within the North Causeway Neighborhood,  
8 as established in the Future Land Use Element of the City's  
9 *Comprehensive Plan*. The existing conditions (as of 2010) in the North  
10 Causeway Neighborhood are described below:  
11

12 The North Causeway Neighborhood, which connects the  
13 mainland to beachside New Smyrna Beach, provides  
14 several redevelopment opportunities, including the City-  
15 owned Administrative Office Building site and the former  
16 New Smyrna Beach High School site. A North Causeway  
17 study was completed in 2004. However, the  
18 recommendations contained in the study were never  
19 implemented.  
20

21 The pavement within the North Causeway has been  
22 widened to three (3) lanes, with a center turn lane, which  
23 facilitates uninhibited traffic flow. There may be opportunities  
24 to replace the center turn lane with landscaped medians  
25 through coordination with the Florida Department of  
26 Transportation. There are frontage roads along portions of  
27 the causeway, which provide good access to developments  
28 along the corridor. While much of the North Causeway is  
29 developed, there are still some vacant parcels and  
30 opportunities for redevelopment. The Florida Wildlife  
31 Commission has obtained a Volusia County ECHO grant to  
32 demolish some buildings at the old high school site and to  
33 renovate the remaining buildings. The site will be used as a  
34 fish hatchery and will also house the Marine Discovery  
35 Center and Artists' Workshop.  
36

37 The commercial areas along the north side of the causeway  
38 are separated from the single-family residential development  
39 to the north by a canal that connects to the Intracoastal  
40 Waterway. Periodically, traffic flow on the North Causeway  
41 is interrupted, due to the drawbridge, which must be raised  
42 to accommodate large boats traveling on the Intracoastal  
43 Waterway.  
44

45 Anticipated future conditions (as of 2010) in the North Causeway  
46 Neighborhood are also described below:  
47

48 The North Causeway Neighborhood, which is on both sides  
49 of State Road 44 connecting Washington Street on the

1 mainland to Flagler Avenue on the beachside, provides  
2 several redevelopment opportunities, including the City-  
3 owned Administrative Office Building site, the former Food  
4 Lion shopping center, and the former New Smyrna beach  
5 High school site. There are numerous vacant parcels and  
6 opportunities for redevelopment. The Wildlife Foundation of  
7 Florida, in partnership with the Fish and Wildlife  
8 Conservation Commission and the City, has obtained a  
9 Volusia County ECHO grant to demolish some buildings at  
10 the former high school site and to renovate the remaining  
11 buildings. The Mosquito Lagoon Marine Enhancement  
12 Center will house the Marine Discovery Center and Artists'  
13 Workshop and eventually include a sport fish hatchery.

14  
15 Periodically, traffic flow on the North Causeway is  
16 interrupted due to the drawbridge. Boat ramp parking  
17 demand exceeds available facilities and will need to be  
18 accommodated as vacant parcels are redeveloped.

- 19  
20 T. The City's *Comprehensive Plan* also provides guidelines as to what type  
21 of development should occur in this area of the City. Staff has found the  
22 proposed amendment to be in compliance with the following Goals,  
23 Objectives and/or Policies:

24  
25 **Future Land Use Element:**

- 26 • Goal 1: Sustainability; Objective 1: Energy Efficiency: Promote  
27 compact, mixed-use, and energy efficient development arranged to  
28 encourage pedestrians, bicycle and transit use, leading to a more  
29 sustainable community and a reduction in greenhouse gases  
30 (GHGs).
- 31 • Goal 1: Sustainability; Objective 1, Policy k: Promote the  
32 redevelopment of brownfield and grayfield sites to reduce distances  
33 between destinations and relieve pressures for Greenfield  
34 development.
- 35 • Goal 1: Sustainability; Objective 2, Policy e: Encourage a mix of  
36 land uses and expand housing choices by developing areas of infill  
37 or underutilized vacant land within the City.
- 38 • Goal 2: General Land Use Pattern; Objective 8, Policy f:  
39 Encourage the development of mixed-use facilities, which are  
40 compact, pedestrian-scale, and make efficient use of utilities.
- 41 • Goal 5: Residential Development and Neighborhoods; Objective 1,  
42 Policy d: The City shall encourage residential land uses and  
43 developments which have a greater potential to support mass  
44 transit within designated public transportation corridors, with priority  
45 given to developments that will bring the greatest increase in transit  
46 ridership.
- 47 • Goal 6: Mixed-Use Development: Provide for mixed-use  
48 development that creates an attractive and functional mix of living,

1 working, shopping and recreational activities, provides for energy  
2 efficient land use patterns, compact development, urban infill and  
3 redevelopment, and supports a multi-modal transportation system.

4 **Sanitary Sewer, Potable Water, Solid Waste, Drainage, and Natural**  
5 **Groundwater Aquifer Recharge Element**

- 6 • Sanitary Sewer Goal; Objective 4: To discourage urban sprawl by  
7 maximizing use of existing facilities.

8 **Public School Facilities Element**

- 9 • Concurrency Goal; Objective 1: The City of New Smyrna Beach  
10 through coordinated planning with the Volusia County School  
11 Board and implementation of its concurrency management system  
12 shall ensure that the capacity of schools is sufficient to support  
13 residential subdivisions and site plans at the adopted level-of-  
14 service standard within the period covered by the five (5) year  
15 schedule of capital improvements. These standards and the  
16 concurrency management system shall be consistent with the  
17 Interlocal Agreement approved by the School Board and the local  
18 governments in Volusia county.

19 **Economic Development Element**

- 20 • Goal 1, Objective 5, Policy b: Revitalize the City's traditional  
21 downtown areas, building upon architectural, recreational and  
22 historical resources to attract residential, tour-related and business  
23 development.

24 **Future Land Use Element**

- 25 • Goal 1: Sustainability; Objective 7, Policy d: maintain citywide  
26 densities to ensure that beachside residents can be evacuated  
27 consistent with the Hurricane Evacuation Plan.

28 **Coastal Management Element**

- 29 • Goal 5; Objective 1: Evacuation of Population. Maintain the  
30 clearance time for the evacuation of the population in the Hurricane  
31 Vulnerability Zone at 6 hours, based on a level-of-service standard  
32 "D" during time of hurricane or any category storm.

33 **Recreation and Open Space Element**

- 34 • Goal 1, Objective 6, Policy c: The City will encourage, via the  
35 development review and approval process, the voluntary dedication  
36 of land and property to provide access to public waterways and  
37 designated scenic areas.

- 38  
39 U. Almost all of the subject property is located within the Coastal High  
40 Hazard Area. The Coastal High Hazard area is defined as the area below  
41 the elevation of the Category 1 storm surge line as established by a Sea,  
42 Lake and Overland Surges from Hurricanes (SLOSH) computerized storm  
43 surge model. In other words, lands within the Coastal High Hazard Area  
44 may be subject to flooding even during a Category 1 storm surge, due to  
45 their low elevations. Per the City's *Comprehensive Plan* the City must  
46 coordinate with Volusia County Emergency Management to ensure that  
47 new development does not increase evacuation times above six hours.  
48

1 As discussed above, the City recently amended the *Comprehensive Plan*  
2 to allow residential units at a density of up to 8 dwelling units/acre in the  
3 Marina land use category. As part of the amendment, Volusia County  
4 Emergency Management modeled the impacts on the evacuation times  
5 within the Coastal High Hazard Area. The model showed that evacuation  
6 times would not be negatively impacted by this change.  
7

8 The subject property has already been programmed into the evacuation  
9 time model based on a maximum of 8 units per acre. The requested 21  
10 residential units fall below that 8-unit per acre density limit so there would  
11 not be any negative impacts to the evacuation times. Staff has verified  
12 that all required parking for the residential units will be provided on-site.  
13

14 V. In addition to compliance with the *Comprehensive Plan* and *Land*  
15 *Development Regulations*, staff reviewed the proposed development  
16 agreement amendment against the recommendations contained in the  
17 2004 *North Causeway Area Study*. The subject property is included in the  
18 "Marina Crescent" area. However, the majority of the recommendations  
19 related to the Marina Crescent are focused on the City-owned properties.  
20 The *North Causeway Area Study* does state that limited amounts of  
21 residential development may be permitted on privately owned properties.  
22

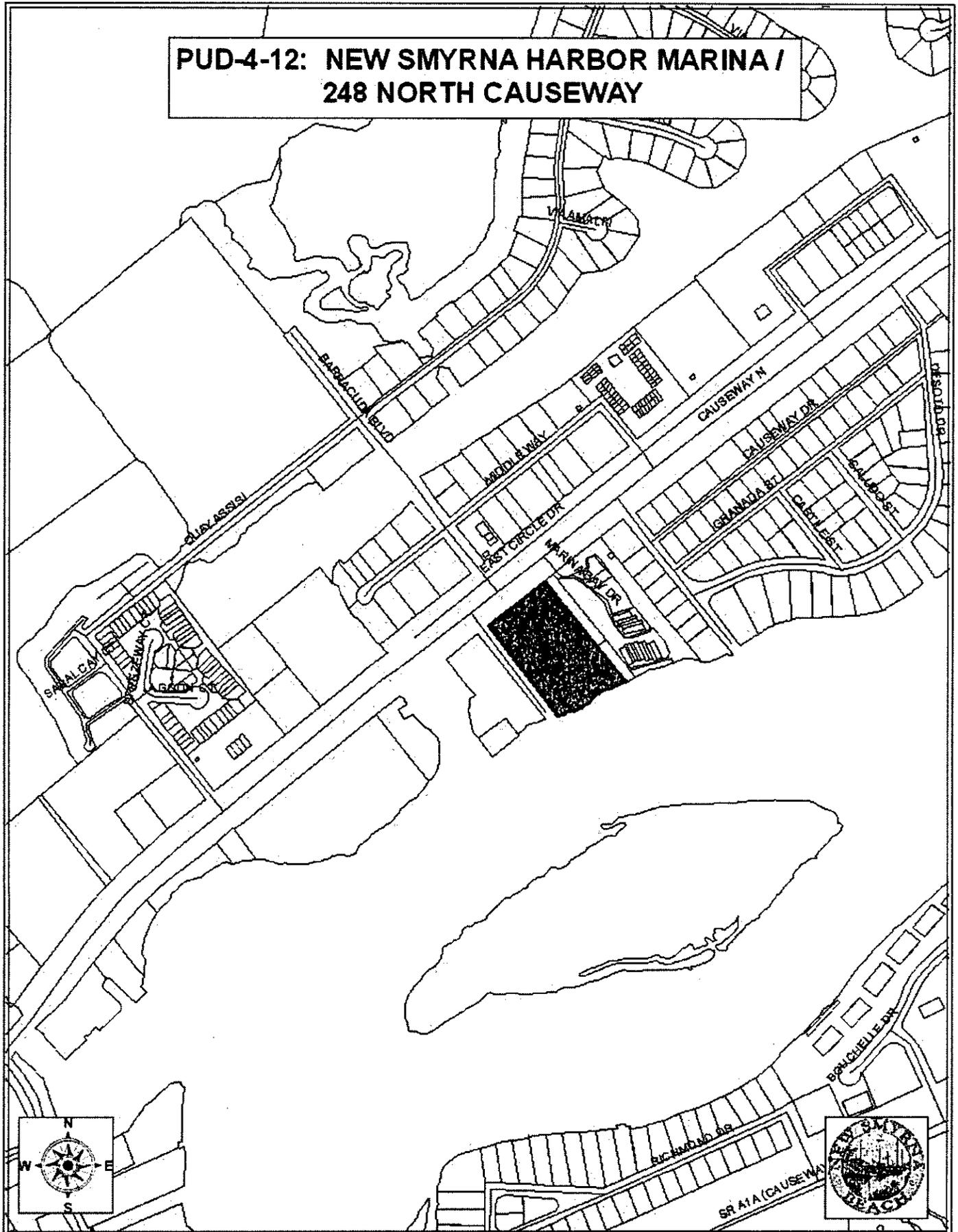
23 W. The study also recommends that buildings should be relatively narrow and  
24 oriented on a north/south axis to maintain sight line from the roadway to  
25 the waterway. The study also states that "ideally", at least 40% of the  
26 total site frontage should remain transparent between the street edge and  
27 the waterfront. Based on the proposed conceptual development plan, this  
28 "ideal" recommendation does not appear to be met. If the Planning and  
29 Zoning Board approves the variance to allow an eight-foot tall wall with  
30 12-foot tall access pilings, the site line will be even further reduced.  
31

32 X. Article V, LDR, allows Planned Unit Developments to reduce parking by  
33 up to 25% of the required number of spaces, to encourage uses that  
34 share parking or promote pedestrian activity. The property owner is  
35 proposing to utilize this provision. All parking required after the 25%  
36 parking reduction is applied, will be provided on-site. This will be  
37 accomplished through a parking lot; individual parking for each residential  
38 unit; and parallel parking spaces along the access drive in the Marina  
39 Residential Area. While the number of parking spaces technically meets  
40 code requirements, staff has concerns about how allowing employees or  
41 valet parking in the parallel spaces in the gated residential portion of the  
42 PUD will work in reality.  
43

44 **Recommendation**

45 Staff recommends that the Planning and Zoning Board recommend the City  
46 Commission **approve** the requested rezoning and **approve** of the New Smyrna Harbor  
47 Marina Planned Unit Development Master Development Agreement and Conceptual  
48 Development Plan with the following conditions:  
49

- 1 1. If the Board denies the variance request, the Master Development Agreement,  
2 Conceptual Development Plan and final site plan must be revised to show that all  
3 tree replacement requirements will be met.
- 4 2. If the Board denies the variance request, the Master Development Agreement,  
5 Conceptual Development Plan and final site plan must be revised to show that all  
6 specimen tree preservation requirements will be met.
- 7 3. If the Board denies the variance request, the Master Development Agreement,  
8 Conceptual Development Plan and final site plan must be revised to show that  
9 the fence height limitations are met.
- 10 4. Signage be limited to the following:  
11
  - Marina Commercial Area:  
12
    - One 48 SF wall (facing Boatyard Street)
    - 13 • One 48 SF wall sign (facing the North Causeway)
    - 14 • One 15 SF wall sign on the east side of the building
  - 15 • Dry Stack Area:  
16
    - Two 100 SF wall signs, facing Boatyard Street and the North Causeway
  - 17 • Restaurant/Tiki Bar Area:  
18
    - One 100 SF wall sign facing the North Causeway
    - 19 • One 50 SF wall sign facing Boatyard Street
    - 20 • One 15-foot tall, 100 SF monument sign, including a 4-foot decorative  
21 base, at the northwest corner of the site
  - 22 • Marina Village Residential Area:  
23
    - Two 80 SF wall signs facing the North Causeway
  - 24 • Directional sign of up to 4 SF in copy area
  - 25 • Neon accent lighting on the buildings should be prohibited
- 26 4. The revised Traffic Impact Analysis must be reviewed and approved by the City's  
27 traffic consultant before scheduling this item for City Commission review.
- 28 5. All outstanding staff comments are addressed and all Plan Review Committee  
29 members sign off on the site plan. This must be completed prior to scheduling  
30 this item for City Commission review.



**Document Prepared By:**  
**Glenn D. Storch, Esquire**  
**GLENN D. STORCH, P.A.**  
**420 South Nova Road**  
**Daytona Beach, FL 32114**

**Return recorded document to:**  
**City of New Smyrna Beach Records Clerk**  
**210 Sams Avenue**  
**New Smyrna Beach, FL 32168**

**MASTER DEVELOPMENT AGREEMENT FOR  
NEW SMYRNA HARBOR MARINA**

The **CITY OF NEW SMYRNA BEACH, FLORIDA**, a chartered municipal corporation located in Volusia County, Florida (the "City"), and **NEW SMYRNA BEACH MARINA HOLDINGS, LLC** ("Developer" and "Owner"), hereby agree and covenant, and bind their heirs, successors and assigns, as follows:

**1. OWNERSHIP OF THE PROPERTY:**

A. The property that is subject to this Agreement consists of approximately 4.03 +/- acres of real property (hereinafter "the Property") and is described in Exhibit "A" attached hereto and by reference made a part hereof. The Developer intends to subject the Property to the conditions and restrictions of this Agreement and the City intends to permit development of the Property in accordance with the terms of this Agreement. The Property is under the sole ownership of **NEW SMYRNA BEACH MARINA HOLDINGS, LLC**.

**2. DEVELOPMENT PLAN:**

A. Development of the Property shall be controlled by the terms of this Agreement and, to the extent not in conflict with this Agreement, the New Smyrna Beach Land Development Regulations (LDR), and City of New Smyrna Beach Code of Ordinances, including the regulations contained therein. The Developer has designated the Property as "**NEW SMYRNA HARBOR MARINA**".

**B.** The Property shall be developed as a mixed use commercial marina development as shown on the Conceptual Development Plan which is attached hereto and incorporated herein as Exhibit "B". The City and Developer acknowledge the importance of developing the property as part of a significant North Causeway corridor. The Property shall generally be developed as depicted on the Conceptual Development Plan. In case of conflict between any textual provision of this Agreement and the Conceptual Development Plan, the textual provision shall govern. If this development agreement or the Conceptual Development Plan fails to address a particular subject or requirement, the requirements of the applicable City ordinance(s) in effect at the time of development plan approval shall control. Failure of either to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions. Density of use and compliance with all land development code provisions will be determined at the time of approval of this MDA, and all parties agree that subdivision of the site will only occur subsequent to the construction of the Phase 1 infrastructure. The Conceptual Development Plan is conceptual only and the plan may be adjusted by the developer, in cooperation with Staff, as the parties proceed through the final Site Plan, provided same complies with the maximum area and other terms provided herein. Accordingly, the following site data is provided:

Total Project Area:	4.03 acres
Residential Area	
Marina Commercial Area	
Restaurant/Tiki Bar Area	
Dry Stack Area	

Maximum Residential Density: 8 units per acre. However, the project will contain a maximum of 21 Units on 4.03 acres for a density of 5.22.

Open Space Required: 30%

Residential Common Open Space Required: 35% of required Open Space

Minimum Residential Lot Size:	2000 sq ft.
Maximum Impervious Lot Coverage:	85%
[not including wood decks, which will not be covered except for sun shades/sails]	
Maximum Building Coverage:	70%
Maximum Building Height Proposed:	57 feet for dry stack area 35 feet for all other structures
Project Perimeter Setbacks	
Front:	30 feet
Rear:	0 feet (waterfront)
Front (Boatyard St. r/w)	5 feet, with the exception provided below
Side (East) (see section 7.G.4)	10 feet

For the Dry Stack Area and Forklift Area, a zero (0) foot buffer and setback is permitted along the Boatyard Street right-of-way.

The setback between the dock construction and the perimeter of the city submerged land lease shall be a minimum of four (4) feet.

No Setbacks or buffers within the interior of the project are required.

Project Landscape Buffers:	
Front:	15 feet
Front (Boatyard St. r/w)	5 feet, with the exception provided below
Rear	0 feet (waterfront)
Side	10 feet

However, for the Dry Stack and Forklift Areas, a zero (0) foot setback is permitted along the Boatyard Street right-of-way.

C. The Developer will plat the property in accordance with the City of New Smyrna Beach Land Development Regulations into four major lots [Marina Village Residential Area, Marina

Commercial Area, Dry Stack Area, and Restaurant/Tiki Bar Area] as shown on the Conceptual Development Plan. Common Areas for such areas shall also be designated. The residential area shall be permitted to be platted or subdivided into twenty-one (21) zero lot line single family residential lots. As part of the development process, the development will be serviced with public utilities, and if necessary, provide shared access to the right-of-way known as State Road 44 (North Causeway) and to service road easements.

D. The parties acknowledge that compliance with the New Smyrna Beach Land Development Regulations may necessitate modification of the Conceptual Development Plan. Any minor modifications to the Conceptual Development Plan which are not in conflict with the textual provisions of this Agreement, which do not increase the size, density or intensity of the use by more than 10% of the building's square footage provided herein, and does not conflict with any City ordinances not superseded by this Agreement, shall be deemed "minor" and may be approved without formal amendment of this Agreement. Minor amendments may include revisions to the Conceptual Development Plan that may reconfigure the lot, phase and/or building layout so long as the modified Conceptual Development Plan does not exceed by more than 10% the building coverage depicted on the Conceptual Development Plan. Such modifications shall require the City Administrative Official's written approval. If the Developer is not satisfied with resolution of any problem or decision by the City Administrative Official regarding such modification, the Developer may appeal the decision to the City Commission.

**3. PHASING:**

A. Development of the property can be accomplished in two phases, with all required easements for development consistent with the Concept Plan recorded, and all infrastructures servicing the phases being constructed as required by each phase. Tree mitigation as set-forth in the development agreement shall be as provided, and shall include trees in the second phase. Specifically, all perimeter landscape areas and tree plantings shall be placed within the first phase, if possible; however, the individual Residential area lots will be landscaped as each lot is developed, with completion of all tree mitigation on the individual residential lots to occur no more than five (5) years from the approval date of this MDA. Bonding will remain in place until completion of the second phase/all individual lots, when all tree mitigation should be complete. Individual storm water systems

shall be permitted, but joint storm water may be required by Developer. Shared facilities, including utility service and the like, shall be constructed as part of the overall infrastructure constructed as required for each phase of development. These improvements must be constructed prior to any certificate of occupancy for each phase. However, the individual residential lots may be developed and a certificate of occupancy may be issued for each residence constructed without the necessity of completing all landscaping on the remaining residential lots. Required cross access and utility easements shall be recorded in the Public Records of Volusia County.

B. Development of the project can occur in any sequence provided that a final site plan development order has been granted. Parking areas and individual or joint stormwater shall be constructed with the development of each individual parcel. Where landscaped areas are bisected by the proposed lot lines, the first lot to develop shall construct the entire frontage landscaped area shared by both lots including curbing, planting and irrigation. Note that this responsibility does not extend more than 15 ft. from the bisecting lot line onto any undeveloped lot.

**4. CONFORMANCE WITH COMPREHENSIVE PLAN:**

A. The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City and that the uses proposed are consistent with the Comprehensive Plan of New Smyrna Beach, Florida.

**5. PERMITTED USES:**

Attached dwellings

Commercial Marina, and all uses incidental thereto

Dry Storage of Boats

Restaurants, types "A", "B", "D" and Tiki Bar (service of alcoholic beverages) and outdoor entertainment consistent with the hours of said business operations

Residential, Single Family with Common Areas

Short Term Rentals

Retail Sales and Services

Special Events (as permitted individually)

**6. PUD INFRASTRUCTURE/TRANSPORTATION:**

A. Access easements and utility easements for utilities to lots within the Development shall be owned by the Developer and/or the property owners association, their successors and assigns, subject to dedications of easement and rights of ingress and egress in favor of the City and/or Utilities Commission for the purpose of owning and maintaining utilities located within the Property. The access easements shall be constructed to City and/or Utilities Commission standards. The Developer acknowledges for itself, its successors and assigns, that the access easements are private and shall be a private responsibility without recourse to the City and/or Utilities Commission. The exception to this limitation shall be when the City and/or Utilities Commission, through its agents, designees or assigns, shall damage facilities including pavement within the Property in the course of repairing, replacing or enlarging City and/or Utilities Commission owned or dedicated utility lines. In that event, the City and/or Utilities Commission shall repair the area in a workmanlike fashion. Parking areas within the PUD may be subject to cross access easements. Based upon landscape plans and mixed use activities Developer is entitled to a 20% parking reduction. Further parking will be addressed pursuant to LDR Standards.

B. The Developer will build or provide for the construction of stormwater, water, sewer and reuse waterlines, as well as electric and fiber conduits, to City and/or Utilities Commission specifications and, upon acceptance by the City and/or Utilities Commission, the lines and conduits shall be dedicated to the City and/or Utilities Commission together with all easements and permits necessary for the City and/or Utilities Commission to maintain and operate the utility systems located on the lots. The water, sewer and reuse waterlines (if reuse service is available) and the electric and fiber conduits shall be located and built in the drive easement area or designated for common area use as provided on the attached Concept Plan.

C. Stormwater drainage will be constructed for the development within the Property. All storm water retention will be held on site, and the storm water retention facility will be maintained by the Property Owners' Association at a level consistent with the standards and permit conditions of the appropriate agency (Florida Department of Environmental Protection or St. Johns Water Management District). Such conditions may include maintenance of the stormwater system by a Property Owners' Association. Collection and transmission facilities on a lot shall be located pursuant

to site development plan approval for the individual lot and structures located thereon. The stormwater from each lot shall be directed to the approved storm water facilities.

**7. ARCHITECTURAL/DESIGN STANDARDS:**

The purpose of the architectural guidelines contained herein is to promote design treatments that enhance the visual appearance of development, ensure compatibility of buildings and create a strong community image and identity and to protect community aesthetics. These guidelines shall apply to the development of the property except where they are superseded or conflict with the Conceptual Development Plan or other sections of the Master Development Agreement:

**A. Applicability.**

(1) *Uses.* These design standards shall apply to all uses provided herein.

**B. Site Plan Design Standards.**

(1) *Site Layout.* Site layouts shall be as provided in the Concept Plan attached hereto as Exhibit "B".

**C. Architectural Design Standards.**

(1) *Building Design.* Buildings shall have architectural features and patterns that provide visual interest from the perspective of the public. Buildings shall include designs based on a Caribbean theme as provided in the attached elevations for residential cottage design, retail area design, restaurant and bar/lounge design attached hereto as Composite Exhibit "C".

**(2) *Exterior Materials.***

a. Materials selected for buildings should have quality and stability in terms of durability, finish and appearance and in promoting the Caribbean theme.

b. Exterior building materials that are encouraged include masonite lap siding, stucco, brick, tin and stone, as provided in the elevations attached hereto as Exhibit "C".

**(3) *Colors.***

Color has one of the strongest visual effects of all elements of building design. Therefore, colors shall be selected to ensure harmony of the building with adjacent structures:

a. A wide selection of low reflectance exterior colors should be utilized to promote variety and diversity.

(4) **Corporate Design.** National corporate chains that typically design their buildings to read as signage shall modify their designs to comply with the requirements of this article.

**D. Site Circulation and Access.** Safe, comfortable and consistent pedestrian connections are required as set forth herein, and therefore driveway and sidewalk access is as provided in Exhibit "B", in addition:

(1) Bicycle parking/storage shall be incorporated.

(2) Crosswalks are required wherever a pedestrian walkway intersects a vehicular area. All crosswalks shall be a minimum of five feet wide and shall be paved with concrete modular paving, integrally colored poured concrete or striped asphalt, all complying with ADA accessibility codes.

(3) In addition, the use of joint access easements [cross easements] will be provided.

(4) The requirement for a sidewalk in the Boatyard Street right-of-way will be met by utilizing the sidewalk on the east side of the Marina Commercial Area parking lot. An easement will be granted to the public to use said sidewalk at any time.

**E. Off-Street Parking Standards.** While off-street parking is necessary to accommodate automobile demands, it displaces a large percentage of the City's open space and separates structures from the main pedestrian concourses. Therefore, Developer has provided shared parking for uses in an aesthetically pleasing manner, as provided in the site plan attached hereto as Exhibit "B" and therefore, is entitled to a 20% reduction in required parking. A cross parking easement will allow the Restaurant/Tiki Bar Area and Dry Stack Area to use parking within the Marina Commercial Area.

**F. Service, Utility, Display and Storage Areas Standards.**

(1) Areas for outdoor storage (if provided by approved site plan), trash collection and loading shall not be located adjacent to residential lots, and shall be located as provided on Exhibit "B".

(2) Utilities for development shall be located underground. Utility boxes will be screened from view of principal streets, as well as pedestrian walkways and areas where possible.

**G. Landscaping and Buffer Requirements.**

(1) Landscaping shall provide a suitable setting for the development architecture and also shall serve to create a unified tropical look, to define outdoor spaces, to buffer from sound and weather, to screen from view and to accentuate building elements and vistas.

(2) Landscaping and grading shall be designed to enhance the presence of each building.

(3) Additional fill material is permitted within the landscaping and setback buffers, right of way areas and building setbacks in order to enhance the planting material and vegetative buffer.

(4) A special buffer area shall be created within first 110 feet from the riverfront of the eastern side perimeter. The Developer shall provide enhanced landscaping within the 10' landscaping buffer, as well as a landscaped terrace and decorative aluminum pool railing. No fencing within the 10' setback shall be higher than four (4) feet.

(5) There are no historic trees located on site. In order to accentuate the tropical, Caribbean theme of the project, Developer may use 100% palms, rather than hardwoods, as tree replacement or mitigation.

(6) The parties have examined the trees required to be removed and the substituted tropical vegetation and palms replacing same. Developer has agreed to provide such tropical vegetation and palms as provided in the Conceptual Landscape Plan attached as Exhibit "D". In addition to the proposed landscape and tree replacement plans, and in lieu of any additional potential tree mitigation, Developer agrees to work with the City to pave the section of Boatyard Street, at existing elevation, adjacent to the subject property, and to provide additional landscaping within the Boatyard Street right-of-way as shown in the Conceptual Plan. Said paving shall be pursuant to a City work order and/or permit. Further, Developer shall rebuild the utility

lines along Boatyard Street, to be placed underground.

(7) As an enhancement to the city boat ramp area and entrance to the project, Developer agrees to provide additional landscaping area within city Boatyard Street right of way area and agrees to provide for perpetual maintenance for said landscaping, and include such responsibility within the covenants and restrictions of the property owners association.

(8) All on-site and off-site landscaping that is provided by Developer will be maintained by Developer in perpetuity. Landscaping that is dead, dying, or significantly diseased will be replaced by Developer within 90 days.

**H. Architectural Consistency.**

(1) All structures within the Property shall complement one another and shall convey a sense of quality and permanence;

(2) Lot function, layout and architectural design and size of the buildings thereon shall be coordinated, once established by the function and layout of the first of these lots, to receive site development plan approval. All such layout shall be as provided in Exhibit "B".

(3) All parking lot lighting fixtures shall be consistent with respect to their physical attributes, design and appearance. The specific design shall be established by the type of parking lot lighting fixture constructed or installed in or on the first of these lots to receive site development plan approval. Light is to be deflected from residential areas and contained within the project.

(4) Elevations have been provided and attached hereto as Exhibit "C" and construction shall be substantially consistent with these standards.

**8. SPECIFIC AREAS:**

**A. MARINA VILLAGE RESIDENTIAL AREA:** The residential area shall be an integral part of the New Smyrna Harbor project. Twenty-One (21) single family homes are permitted as part of the project. The design for the homes shall be consistent with

the Florida Keys/Caribbean style homes provided in the elevations provided and incorporated as Exhibit "C". Said residential area shall not be open to the public; however, pedestrian access shall be provided to connect the residential area to the public bike trail along the North Causeway, the Marina Village common areas and the project restaurant/lounge area. The road/driveway system within said residential area is private and shall be maintained by the property owners association. The road/driveway system shall be permitted to have a minimum elevation of seven feet (7 ft.) above sea level.

**B. MARINA COMMERCIAL AREA:** The Commercial area contains the marina, docks, Village Green, retail area, bait and tackle shop, and any appropriate boat lifts and equipment storage. Vendors and tents will be permitted in this area during special events. The parking/driveway access system shall be permitted to have a minimum elevation of seven feet (7 ft.) above sea level.

**C. RESTAURANT/TIKI BAR AREA:** The Restaurant shall have a minimum of 150 seats and a maximum of 256 seats. The Restaurant and Tiki Bar area shall be permitted outdoor seating on the deck area along the waterfront and outdoor entertainment during normal business hours. The parking/driveway access shall be permitted to have a minimum elevation of seven feet (7 ft.) above sea level.

**D. DRYSTACK AREA:** The Dry Stack Area contains the dry dock structure for storing boats and individual storage units. The parking/driveway access shall be permitted to have a minimum elevation of seven feet (7 ft.) above sea level.

**9. MARINA VILLAGE COMMON AREA:** Open Space areas within the Marina Commercial and Restaurant/Tiki Bar Areas may be used by Developer or his successor for special events, such as a Strikefish Tournament including display tents, hospitality tents and vendors, with the approval of the special events committee. Overflow parking, if necessary, shall be provided by working with property owners in the North Causeway Area, and shall be approved by the special

events committee prior to said event. Each event shall be required to obtain a separate permit from the City prior to occurrence of such event. The Developer, through the committee review process, shall notify adjacent property owners of special events.

**10. UTILITY MASTER PLAN:**

A. Public utilities consisting of electric, water, wastewater and reuse water for the Property or portion thereof and any applicable off-site infrastructure shall be obtained from the Utilities Commission of New Smyrna Beach ("UC"), and shall be applied for, built and conveyed in accordance with Utilities Commission rules and standards, requirements, tariffs, policies and agreements prevailing at the time of Developer's requested approval of a utilities agreement(s) from the UC. Other utilities not provided by the UC shall be built in accordance with and consistent with the City of New Smyrna Beach Land Development Regulations standards. Stormwater, lift stations and utilities are permitted in the right-of-way area. Utilities will run underground from the terminus point along the North Causeway.

**11. SIGNAGE:**

A. The PUD Development shall have a uniform sign program. Monument, wall and supplementary signage for the Marina Commercial Area and Ship's Store, Restaurant and Tiki Bar Area, Dry Stack Area and the Marina Village Residential Area are permitted to have visual access to State Road 44 (North Causeway), Boatyard Street and the Indian River. Each lot (Area) shall be permitted monument signs, wall signage and supplementary signage complying with the provisions and requirements of the New Smyrna Beach Land Development Regulations, except as follows:

(1) In the Marina Commercial Area, the ship's store shall be permitted to have: one (1) forty-eight (48) square foot wall/roof sign on the West side of the building, facing Boatyard Street; one (1) forty-eight (48) square foot roof sign facing South toward the Indian River; and one (1) fifteen (15) square foot wall sign on the East side of the building. In addition, the marina dock area shall be permitted one (1) one hundred twenty (120) square foot sign facing the Indian River.

(2) In the Dry Stack Area, three (3) project identification wall signs (a maximum of two hundred fifty (250) square feet per sign) shall be permitted on the Dry Stack building facing Boatyard Street, the North Causeway and the Indian River.

(3) The Restaurant/Tiki Bar Area shall be permitted one (1) one hundred fifty (150) square foot roof sign facing the Indian River; one (1) sixty (60) square foot roof sign, also facing the Indian River, and one (1) sixty (60) square foot wall sign facing the North Causeway. Additionally, one (1) one hundred (100) square foot monument sign (maximum of eighteen (18) feet in height), with a four (4) foot decorative base and roof, shall be permitted at the northwest corner of New Smyrna Harbor Marina.

(4) The Marina Village Residential Area shall be permitted two (2) eighty (80) square foot wall signs facing the North Causeway.

(5) Directional signage, with each sign having an area of up to four (4) square feet, shall be permitted throughout the project. Neon accent lighting on buildings shall also be permitted. The pedestal of each monument sign shall be constructed of the same materials as the walls of the buildings on the respective lot. A sign plan shall be permitted and approved prior to site plan approval. The colors of the sign face shall complement and coordinate with the appearance of the buildings on the respective lot. However, corporate logos and colors are permitted. Individual residential lots will not be permitted to display signage.

**12. LOT DEVELOPMENT CRITERIA:**

A. The terms of this Agreement shall be superior to the terms of the New Smyrna Beach Land Development Regulations, and conflicting zoning or overlay regulations, unless otherwise specifically provided herein. In the event a subject is not addressed in this Agreement, the Land Development Regulations shall control.

B. A Bike Trail/Sidewalk already exists along the frontage of the project along State Road 44 (North Causeway) and therefore, the Developer shall be required to provide a four (4) foot wide connection between the internal project pedestrian sidewalk and trail system and the existing bike trail, as shown on Exhibit "B".

**13. PROPERTY OWNERS ASSOCIATION:**

A. The Developer may form and incorporate a non-profit property owners association, as well as appropriate sub-associations, (the "POA") which will operate, maintain and control, subject to other documents of record, the common areas and common facilities, including but not limited to,

the common private access ways, bike paths, sidewalks, parking and lighting within the Property, any common storm water retention and drainage systems within the Property and the entrance areas to the Property. Each property owner will be required to become a member of the association by virtue of purchasing a building site subject to the rules, covenants and restrictions of the POA, with responsibilities and voting privileges pro-rated based upon gross building square footage constructed. The general scope and format of the POA documents and covenants and restrictions will be similar in concept to the documents of similar property owners associations in New Smyrna Beach. The covenants and restrictions governing the Property and POA responsibilities shall be executed and recorded in the Public Records of Volusia County, Florida. The POA will have a board of directors to legislate and govern the rules and orders of the POA. The POA board will have the means and authority to carry out and regulate the by-laws and restrictions governing the perpetual maintenance, operation and repairs of all common areas and facilities. Not only will the board of directors be able to regulate and govern the common area, the board will also regulate each and every member requiring the maintenance and service of his own individual building site. The POA rules may be enforced by fines and liens upon a member's own property in order to maintain, operate and service all common facilities on the Property. The POA will have authority to place a lien against individually owned building sites in order to collect unpaid POA dues. The POA will have the power and means to hire, supervise and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities.

**B.** If the POA fails to perform the maintenance, repair or replacement, as necessary, on the stormwater retention and drainage facility, the City shall have the right, but not the obligation, after notice, to enter upon the common area of the Property and to provide the maintenance, repair or replacement of the stormwater retention and drainage facility and shall have the right to lien all owners of record in the Property for the cost of such maintenance, repair and replacement as the City may deem necessary.

**C.** Developer reserves for itself, its successors and assigns, the right to maintain and operate separate facilities within the Property which shall not be construed to be common facilities owned by the property owners association. If requested by the City and as otherwise needed for plat improvements, the Developer will provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer and electricity. The Developer may from time to

time add additional covenants and restrictions or make changes in the Association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

**14. COSTS:**

A. No costs of development of the Property, hereunder, shall be borne by the City unless the City specifically agrees in writing to assume such cost.

**15. EFFECTIVE DATE AND EXPIRATION:**

A. This Agreement shall be effective upon approval by the City Commission. The Developer will be required to record the Agreement with the Volusia County Clerk of the Court and provide a copy to the City Clerk and Planning Manager or designee. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority or until this Agreement Expires.

B. The duration of this Agreement shall not exceed ten (10) years from the date of its execution, however, upon construction, shall be considered vested. If Development consistent with this agreement has not been completed within said timeframe, then this Agreement may be extended for an additional 5-year term by mutual consent of the Developer and the City, subject to a public hearing.

C. The term "development" shall mean that the Developer, his successors or assigns, shall actively be in pursuit of installation of improvements, permits for installation of improvements, or installation of improvements over a portion or all of the Property.

D. If the City does not approve this Agreement, it shall be null, void and without further effect. In addition, if the Developer is a contract purchaser of the PUD Property and fails to acquire title to the PUD Property within 60 days-approval, then the City or the Developer shall each have the option to terminate this Agreement, exercised by providing written notice to the other parties hereto, after which this Agreement shall be null, void and without further effect. Neither the City nor the Developer shall acquire any enforceable rights or claims against each other with respect hereto in the event this Agreement becomes null and void under this paragraph.

**16. AMENDMENTS:**

**A.** Amendments to this Agreement, other than minor modifications to the CDP as referred to in Section 2.D. of this Agreement, shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied and the City.

**B.** Before amending this Agreement, the City shall conduct two or more public hearings. At the City's option, one of these public hearings may be held by the Planning and Zoning Board.

(1) Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida.

(2) If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3) (c), Florida Statutes (2010), as amended from time to time.

(3) The day, time and place at which the second public hearing, if any, will be held shall be announced at the first public hearing.

(4) The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:

- (a) Changes in permitted and/or conditional uses;
- (b) Changes in building intensities and/or height proposed.

(5) All notices shall specify a place where a copy of the proposed amendment can be obtained prior to the public hearing.

**17. PUBLIC RECORD:**

**A.** The parties agree this Agreement shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense. The provision of this Agreement shall constitute covenants running with the land applicable to the entire subject Property described herein or any portion thereof. The restrictions on use and development imposed by this Agreement shall be binding

upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority.

**18. SEVERABILITY:**

A. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

**19. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED:**

A. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

**20. COMPLETE AGREEMENT:**

A. This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Owner.

**IN WITNESS WHEREOF**, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered  
In the presence of:

**CITY OF NEW SMYRNA BEACH,  
a Florida Municipal Corporation**

Witness 1

By: \_\_\_\_\_  
Adam Barringer, Mayor

\_\_\_\_\_  
Print Name of Witness 1

Attest:

Witness 2

By: \_\_\_\_\_  
Johnny Bledsoe, City Clerk

\_\_\_\_\_  
Print Name of Witness 2

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS  
As Attested to

By: \_\_\_\_\_  
City Attorney, Frank B. Gummey, III

Dated: \_\_\_\_\_

Signed, Sealed and Delivered in the  
Presence of:

**DEVELOPER - PROPERTY OWNER  
NEW SMYRNA BEACH MARINA  
HOLDINGS, LLC**

Witness 1

By: \_\_\_\_\_  
Tim Phillips, Managing Member

\_\_\_\_\_  
Print Name of Witness 1

Witness 2

\_\_\_\_\_  
Print Name of Witness 2

Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by **ADAM BARRINGER and JOHNNY BLEDSOE, Mayor and City Clerk**, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

(Seal)

\_\_\_\_\_  
Notary Public

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by **TIM PHILLIPS, Managing Member of NEW SMYRNA BEACH MARINA HOLDINGS, LLC.** He is personally known to me and did not take an oath.

(Seal)

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

EXHIBIT "A"  
LEGAL DESCRIPTION

ALL OF LOTS 1 AND 2, AND THE SOUTHERLY ONE-HALF (1/2) OF LOT 4, *TOGETHER WITH* AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTHERLY ONE-HALF (1/2) OF SAID LOT 4, ALL LYING WITHIN BLOCK 5, *NORTH CAUSEWAY SUBDIVISION*, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 209, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. *EXCEPTING THEREFROM* THAT PART OF THE ABOVE-DESCRIBED PROPERTY LYING WITHIN THE RIGHT-OF-WAY OF STATE ROAD 40, *TOGETHER WITH* ANY AND ALL LITTORAL AND RIPARIAN RIGHTS THEREUNTO APPERTAINING; IF ANY.

AND

LOT 3, BLOCK 5, NORTH CAUSEWAY SUBDIVISION, MAP BOOK 11, PAGE 209, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

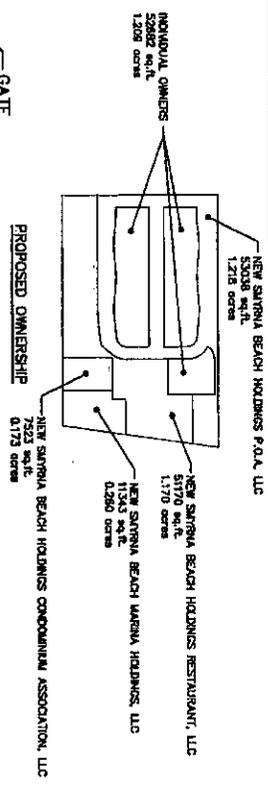
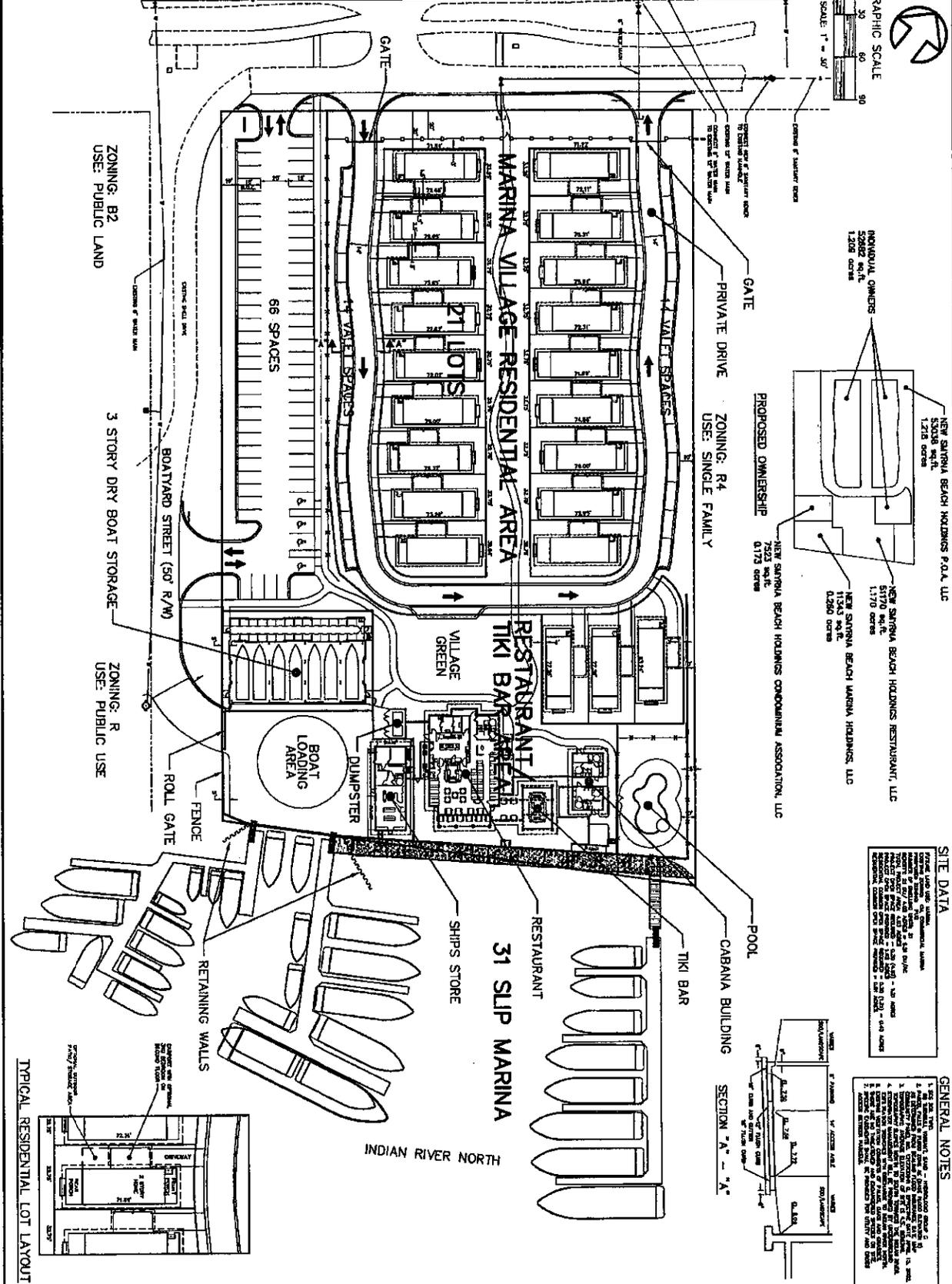
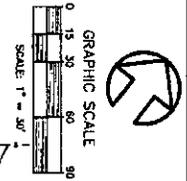
AND

THE NORTH ONE-HALF (1/2) OF LOT 4, BLOCK 5, NORTH CAUSEWAY SUBDIVISION, MAP BOOK 11, PAGE 209, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

**EXHIBIT "B"**

**CONCEPTUAL DEVELOPMENT PLAN**

NORTH CAUSEWAY - STATE ROAD No. 44 (200' R/W)  
(FORMERLY STATE ROAD No. 40)



**SITE DATA**

Project Name: Marina Village Residential Area  
 Location: New Smyrna Beach, Florida  
 Date: 09-13-12  
 Scale: 1" = 30'  
 Drawing No: 1240-001-01-01  
 Project No: 1240

**GENERAL NOTES**

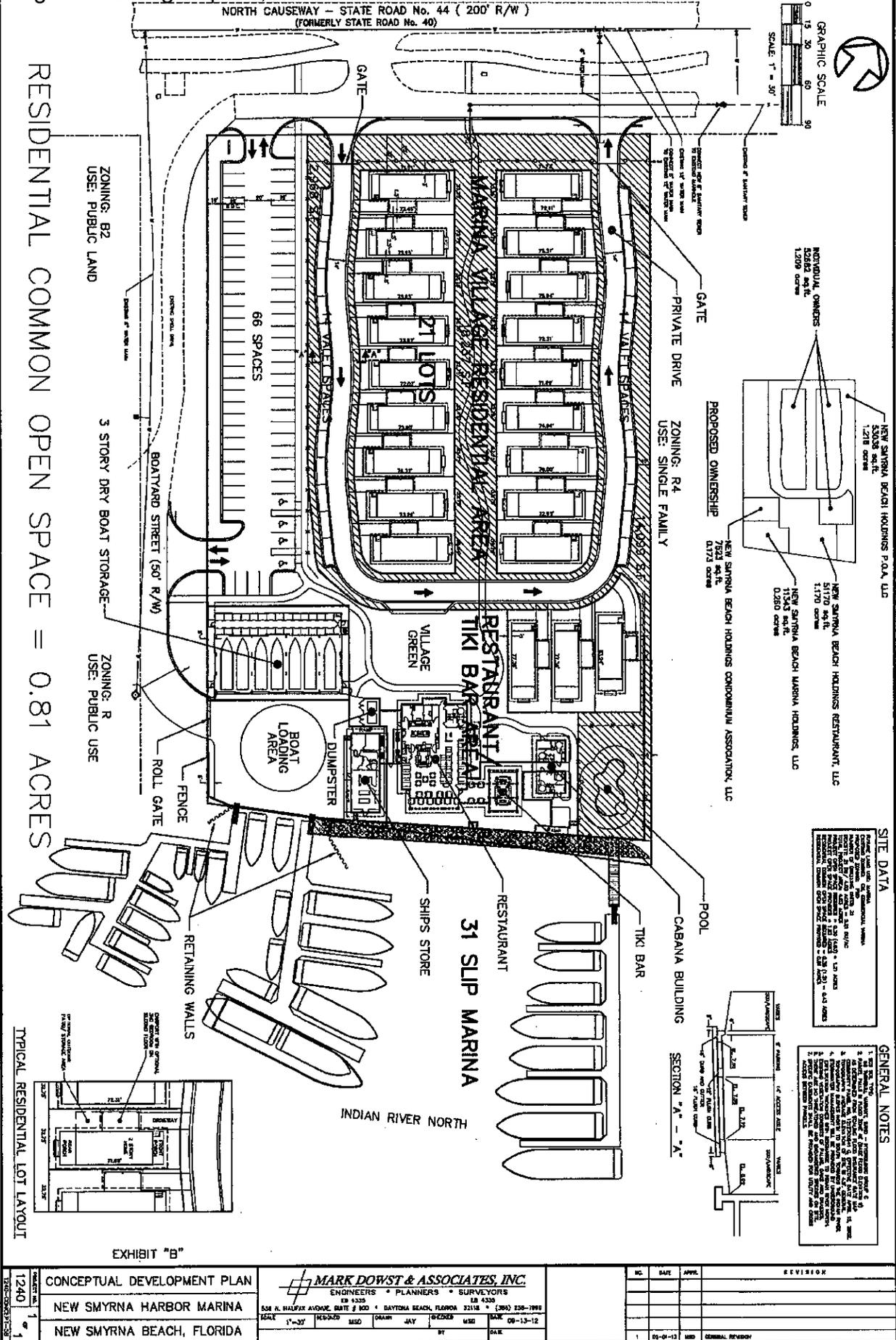
1. SEE SITE PLAN FOR GENERAL NOTES AND DIMENSIONS.
2. ALL DIMENSIONS ARE IN FEET AND INCHES.
3. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
5. DIMENSIONS ARE TO EXTERIOR UNLESS OTHERWISE NOTED.
6. DIMENSIONS ARE TO INTERIOR UNLESS OTHERWISE NOTED.
7. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
8. DIMENSIONS ARE TO EXTERIOR UNLESS OTHERWISE NOTED.
9. DIMENSIONS ARE TO INTERIOR UNLESS OTHERWISE NOTED.
10. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
11. DIMENSIONS ARE TO EXTERIOR UNLESS OTHERWISE NOTED.
12. DIMENSIONS ARE TO INTERIOR UNLESS OTHERWISE NOTED.

CONCEPTUAL DEVELOPMENT PLAN  
 PROJECT NO. 1240  
 NEW SMYRNA HARBOR MARINA  
 NEW SMYRNA BEACH, FLORIDA

**MARK DOWST & ASSOCIATES, INC.**  
 ENGINEERS • PLANNERS • SURVEYORS  
 430 N. HALIFAX AVENUE, SUITE # 100 • OLYMPIA BEACH, FLORIDA 32118 • (385) 258-7299  
 SCALE: 1" = 30' DRAWN: MDC DATE: 09-13-12  
 CHECKED: JAY DATE: 09-13-12  
 APPROVED: MDD DATE: 09-13-12

NO.	DATE	REVISION
1	09-13-12	GENERAL REVISION





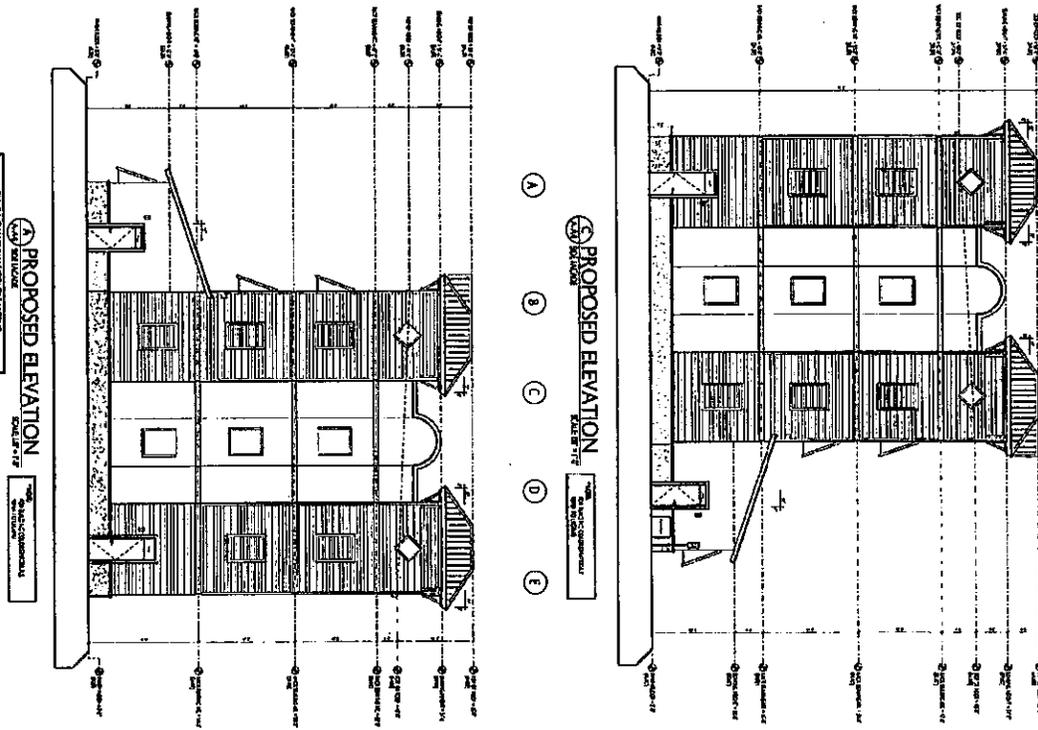
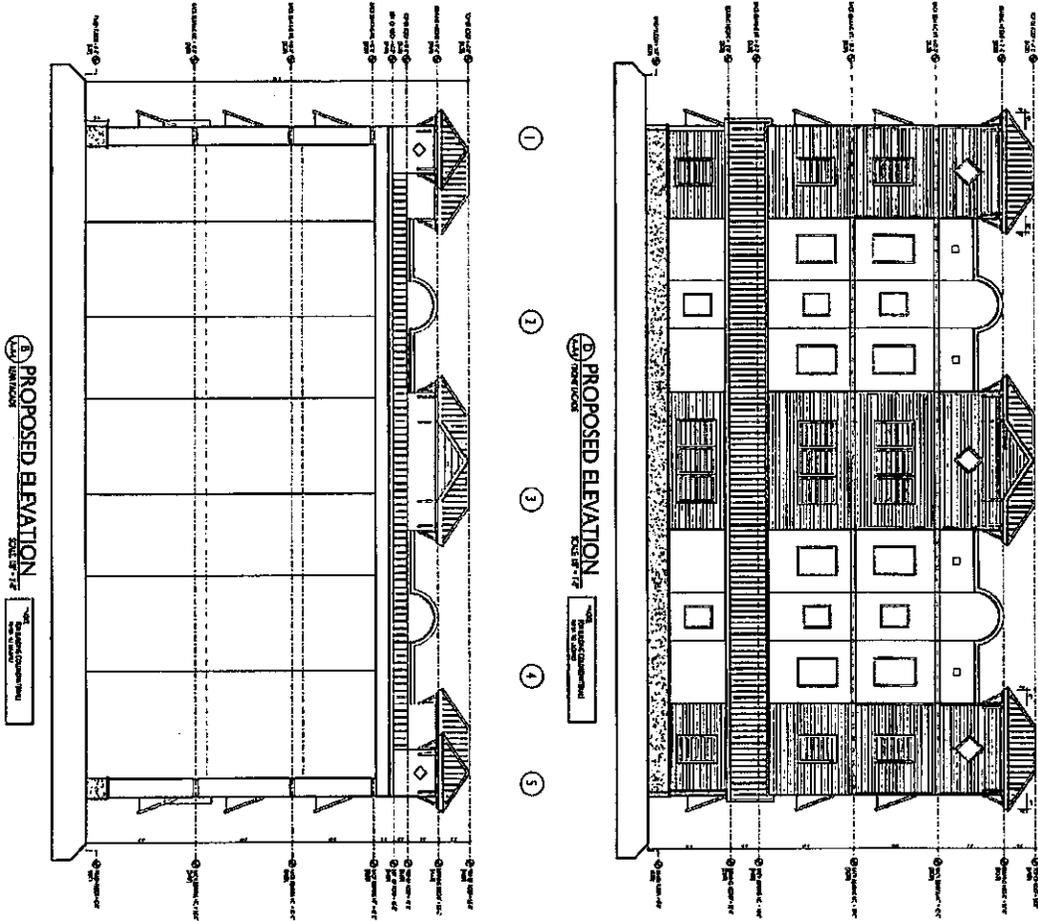
PROJECT NO.	1240
DATE	1/11
CONCEPTUAL DEVELOPMENT PLAN	
NEW SMYRNA HARBOR MARINA	
NEW SMYRNA BEACH, FLORIDA	

<b>MARK DOWST &amp; ASSOCIATES, INC.</b>	
ENGINEERS • PLANNERS • SURVEYORS	
531 N. HALIFAX AVENUE, SUITE 200	DAYTONA BEACH, FLORIDA 32118 • (386) 258-7892
SCALE: 1"=30'	REVISED MSD DRAWN JAY CHECKED MSD DATE 09-13-12

NO.	DATE	APP'D.	REVISION
1	01-01-12	MSD	GENERAL REVISION

**EXHIBIT "C"**

**ARCHITECTURAL DESIGN STANDARDS**



**BLANK INSURANCE/CONTRACTS**

THIS DRAWING IS THE PROPERTY OF BPP & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BPP & ASSOCIATES, INC.

DATE: 02/27/2013

**BPP & ASSOCIATES, INC.**  
DESIGN PROFESSIONALS  
REGISTERED ARCHITECTS  
REGISTERED ENGINEERS  
REGISTERED PLANNERS  
REGISTERED LANDSCAPE ARCHITECTS  
REGISTERED INTERIORS DESIGNERS

**PROJECT INFORMATION**

PROJECT NO. 13-001  
DATE: 02/27/2013  
SCALE: AS SHOWN

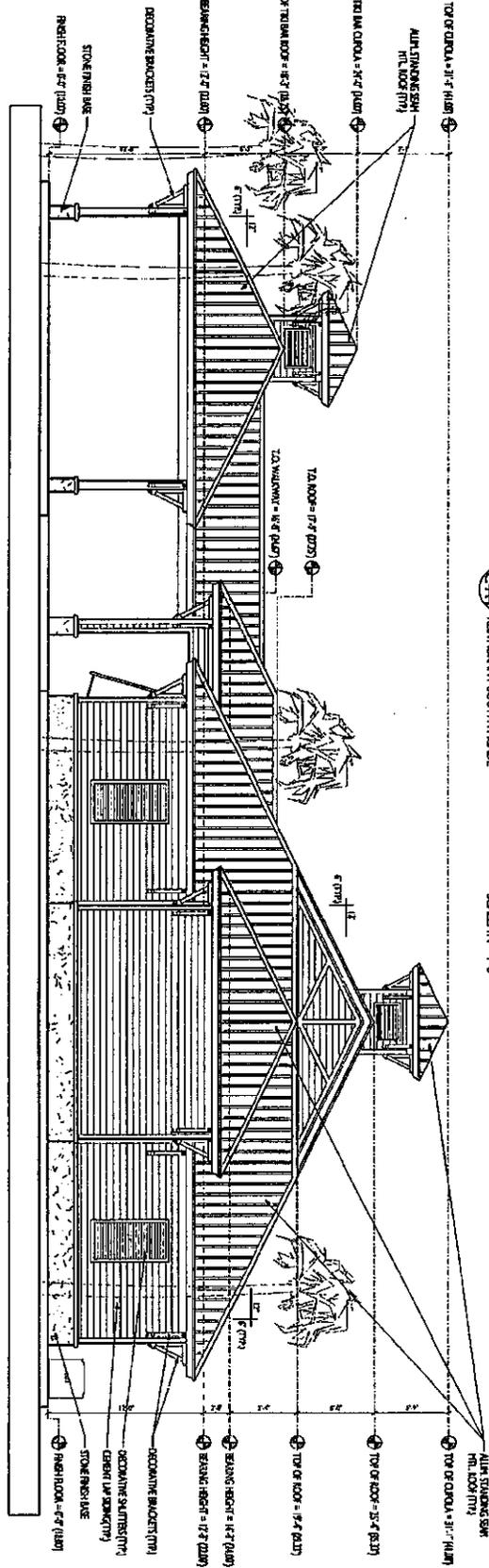
**APPROVED FOR CONSTRUCTION**

DATE: 02/27/2013  
BY: [Signature]

**NEW SMYRNA BEACH MARINA**

OWNER/DEVELOPER: TIM AND TODD PHILLIPS, NEW SMYRNA BEACH MARINA HOLDINGS, LLC, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386/258-7911  
PROJECT LOCATION: 244 NORTH CAUSEWAY BOULEVARD, NEW SMYRNA BEACH, FL 32169  
GENERAL CONTRACTOR: P & S PAVING, INC./TODD PHILLIPS CGC # 1300000000, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386/258-7911

**A** PROPOSED ELEVATION  
 CAA RESTAURANT NORTH FACADE

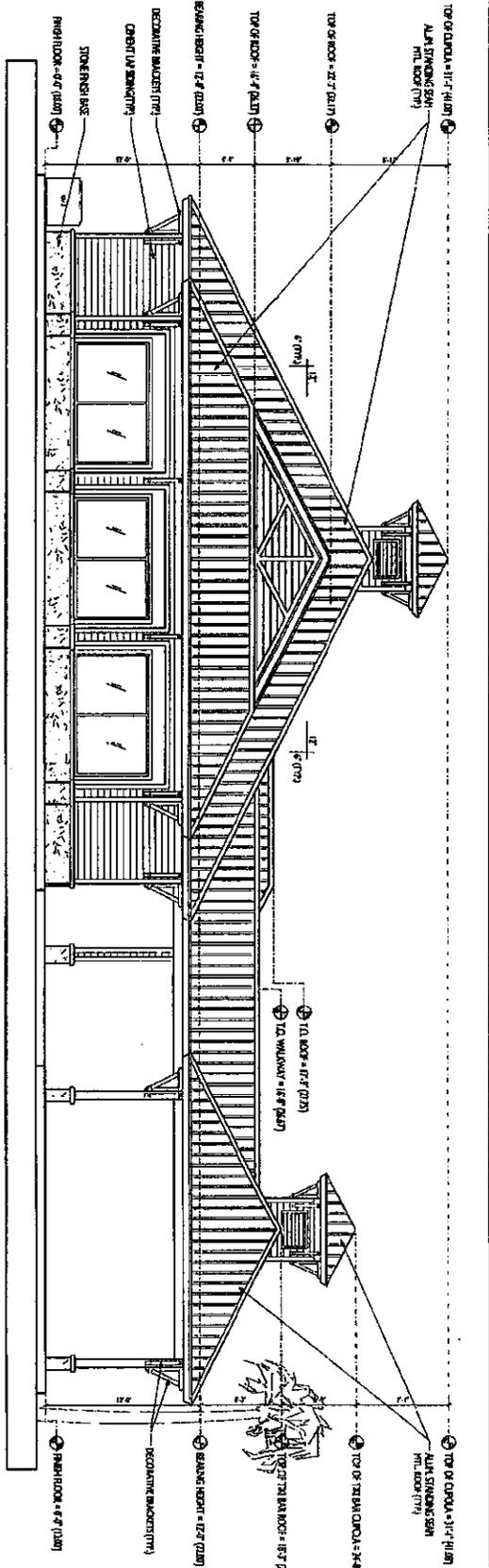


**BUILDING MATERIALS/COLOURS**

WALLING TYPE	STONE FINISH	WALLING TYPE	WALLING TYPE
TRIM/BRACKETS	CHERRY LAY	TRIM/BRACKETS	CHERRY LAY
TRIM/BRACKETS	ALUM STAINING SIGN (11'-0" DIA) (7M)	TRIM/BRACKETS	CHERRY LAY
WINDSCREENS	WIND SCREEN	WINDSCREENS	WIND SCREEN

**NOTES:**  
 1. ALL MATERIALS TO BE SUPPLIED BY THE CONTRACTOR.  
 2. ALL MATERIALS TO BE MATCHED TO THE SAMPLES PROVIDED.  
 3. ALL MATERIALS TO BE MATCHED TO THE SAMPLES PROVIDED.  
 4. ALL MATERIALS TO BE MATCHED TO THE SAMPLES PROVIDED.  
 5. ALL MATERIALS TO BE MATCHED TO THE SAMPLES PROVIDED.  
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 7. ALL MATERIALS TO BE MATCHED TO THE SAMPLES PROVIDED.  
 8. ALL MATERIALS TO BE MATCHED TO THE SAMPLES PROVIDED.  
 9. ALL MATERIALS TO BE MATCHED TO THE SAMPLES PROVIDED.  
 10. ALL MATERIALS TO BE MATCHED TO THE SAMPLES PROVIDED.

**B** PROPOSED ELEVATION  
 CAA RESTAURANT SOUTH FACADE  
 SCALE 1/4" = 1'-0"

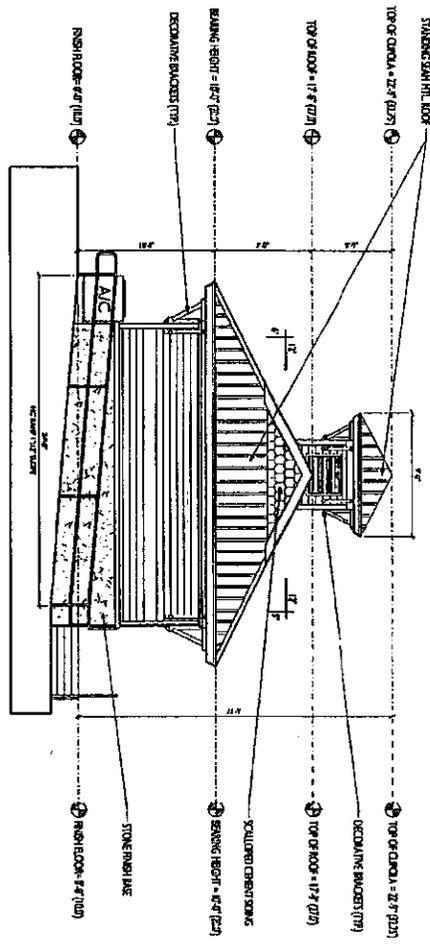


**NEW SMYRNA BEACH MARINA**

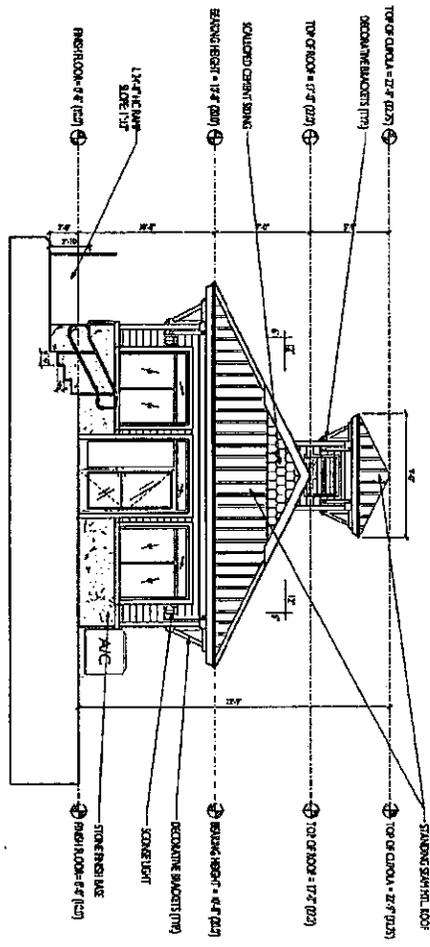
OWNER/DEVELOPER: TIM AND TODD PHILLIPS, NEW SMYRNA BEACH MARINA HOLDINGS, LLC, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386228-7911  
 PROJECT LOCATION: 241 NORTH CAUSEWAY BOULEVARD, NEW SMYRNA BEACH, FL 32109  
 GENERAL CONTRACTOR: P & S PAVING, INC./TODD PHILLIPS CGC # 12000, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386228-7911







**B** PROPOSED ELEVATION  
 B-A5 NORTH SHIP STONE BUILDING  
 SCALE: 1/4"=1'-0"



**A** PROPOSED ELEVATION  
 B-A5 SOUTH SHIP STONE BUILDING  
 SCALE: 1/4"=1'-0"

**BUILDING MATERIALS/COLORS/LEGEND**

STAINING PAINT	STONE FINISH	PAINTING
TRIM/ACCENT COLORS	CHERRY WOODS	WHITE
TRIM/ACCENT COLORS	ALUM STAINING	WHITE
TRIM/ACCENT COLORS	WHT. GLD. ALUMINUM	WHITE
TRIM/ACCENT COLORS	WHT.	WHITE

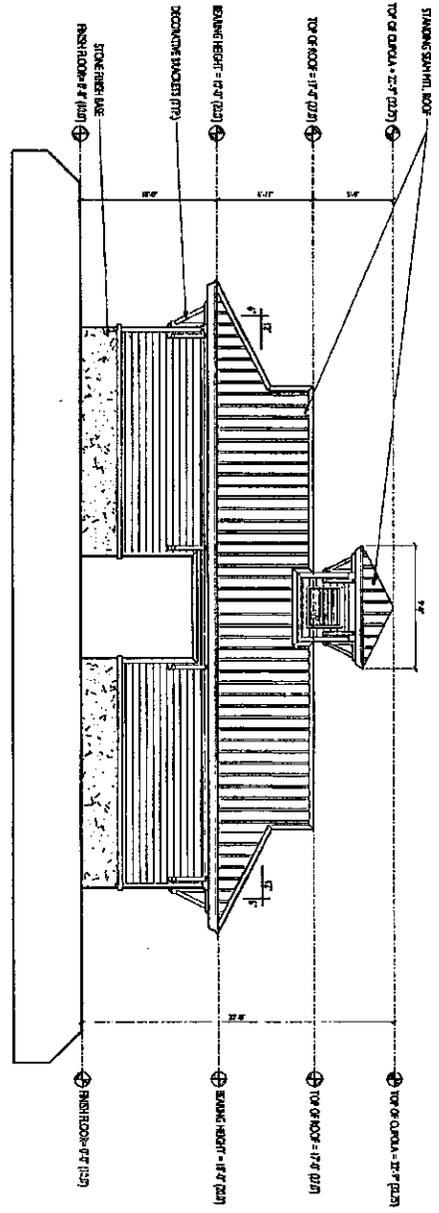
NOTES:  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. FINISHES AND MATERIALS TO BE DETERMINED BY THE ARCHITECT.  
 3. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.  
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SCHEDULES.  
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SPECIFICATIONS.  
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DETAILS.  
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY NOTES.  
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.

**BPP**  
 DESIGN CONSULTANTS  
 300 N. NEW AVE. SUITE 100  
 WEST PALM BEACH, FL 33411  
 TEL: 561-833-1111  
 WWW.BPPDESIGN.COM

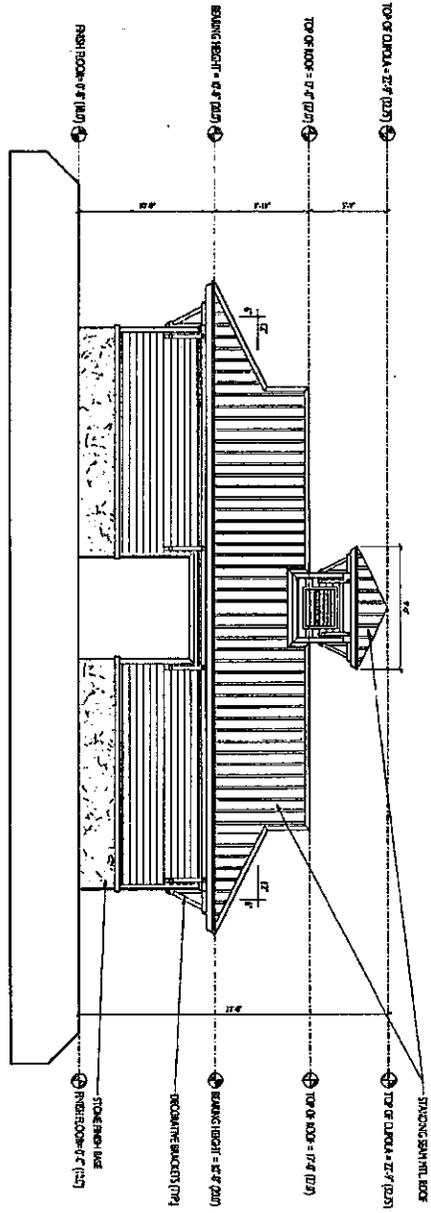
**PROPOSED BEARING**  
 DATE: 1/14/13  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

**NEW SMYRNA BEACH MARINA**

OWNER/DEVELOPER: TPI AND TODD PHILLIPS, NEW SMYRNA BEACH MARINA HOLDINGS, LLC, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114. PH: 386/258-7111  
 PROJECT LOCATION: 241 NORTH CAUSEWAY BOULEVARD, NEW SMYRNA BEACH, FL 32169  
 GENERAL CONTRACTOR: P & S PAVING, INC./TODD PHILLIPS CGC, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114. PH: 386/258-7111



**B** PROPOSED ELEVATION  
 D-44 WEST TOILET CABANA BUILDING  
 SCALE 1/4"=1'-0"



**A** PROPOSED ELEVATION  
 D-44 WEST TOILET CABANA BUILDING  
 SCALE 1/4"=1'-0"

**BUILDING MATERIALS/FACTORS**

FINISH ROOF	STANDING SEAM METAL
BASE FINISH	STONE FINISH
WALLS	CEMENT BLOCK
ROOFING	ASPH/FLT SHINGLES
TRUSS	WOOD TRUSS
FRAMING	WOOD FRAMING
GLASS	GLASS
DOORS	WOOD DOORS
WINDOWS	WOOD WINDOWS
INTERIOR	INTERIOR FINISH
EXTERIOR	EXTERIOR FINISH

NOTES:  
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 2. FINISHES AND MATERIALS TO BE DETERMINED BY THE ARCHITECT.  
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 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LIGHTING.  
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOUND BARRIER.  
 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY BARRIERS.  
 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION BARRIERS.  
 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION SIGNAGE.  
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 83. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION UTILITIES.  
 84. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION EROSION CONTROL.  
 85. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL.  
 86. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION SIGNAGE.  
 87. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION LIGHTING.  
 88. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION SAFETY.  
 89. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION SECURITY.  
 90. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION INSURANCE.  
 91. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION BONDS.  
 92. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION UTILITIES.  
 93. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION EROSION CONTROL.  
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 96. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION LIGHTING.  
 97. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION SAFETY.  
 98. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION SECURITY.  
 99. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION INSURANCE.  
 100. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION BONDS.

**BPP**  
 DESIGN INCORPORATED  
 1111 N. W. 11th St.  
 Suite 1000  
 Ft. Lauderdale, FL 33304  
 Tel: 954.525.1111  
 Fax: 954.525.1112  
 www.bppdesign.com

PROJECT: WEST TOILET CABANA BUILDING  
 DATE: 02/14/13  
 DRAWING: ELEVATION A & B  
 DESIGNED BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]

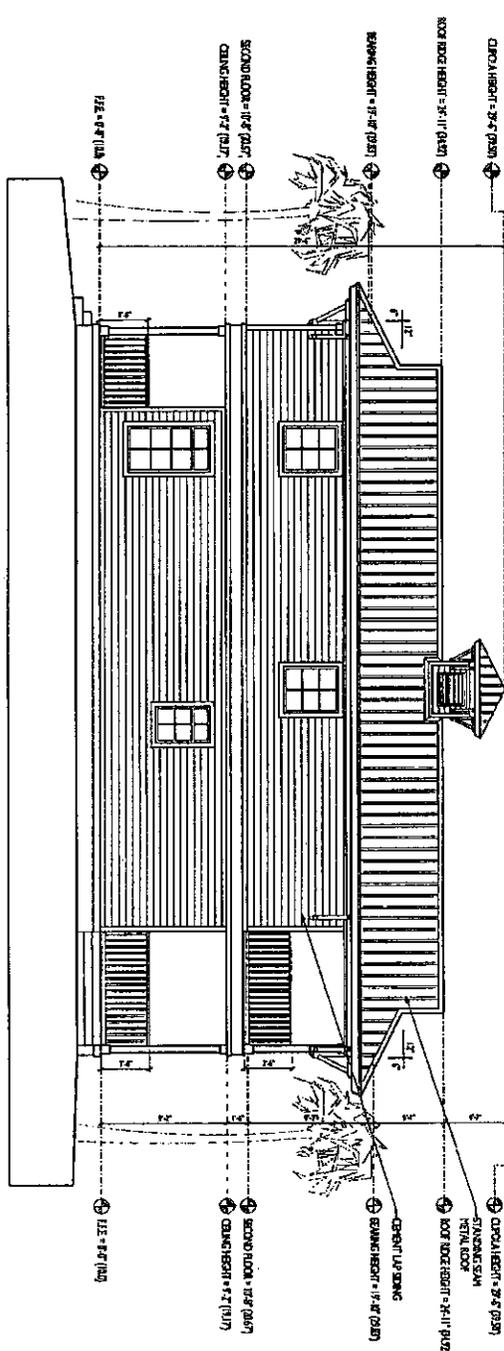
**NEW SMYRNA BEACH MARINA**  
 OWNER/DEVELOPER: TIM AND TODD PHELPS, NEW SMYRNA BEACH MARINA HOLDINGS, LLC, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386.258.7911  
 PROJECT LOCATION: 244 NORTH CADEWAY BOULEVARD, NEW SMYRNA BEACH, FL 32169  
 GENERAL CONTRACTOR: P. R. S. PAYING, INC., TODD PHELPS CGC # 1000000000, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386.258.7911

REVISION	DATE	BY

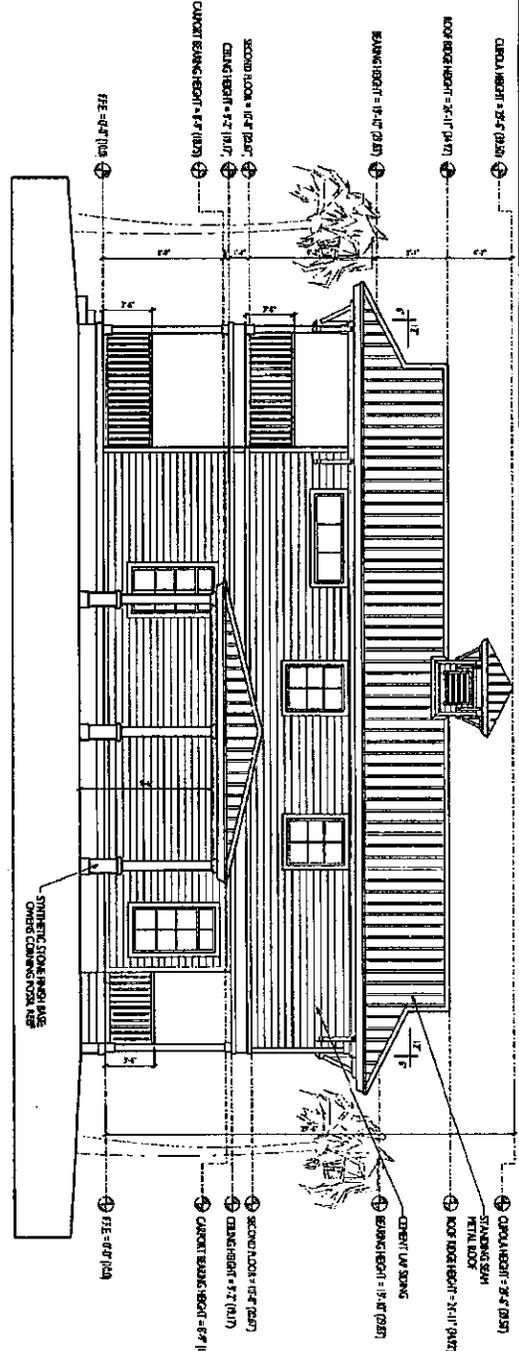




**A** PROPOSED ELEVATION  
 BAY 1 WEST SIDE  
 SCALE 1/8" = 1'-0"



**B** PROPOSED ELEVATION  
 BAY 1 WEST SIDE  
 SCALE 1/8" = 1'-0"



**BUILDING MATERIALS**

ROOFING	SHINGLES	CEILING	PLASTER
WALLS	BRICK	FLOORING	WOOD
TRIM	WOOD	PAINT	WHITE
DOORS	WOOD	GLASS	GLASS
WINDOWS	WOOD	GLASS	GLASS

**GENERAL NOTES**

1. ALL WINDOW AND DOOR HEIGHTS TO BE FINISHED FLOOR TO FINISHED FLOOR.
2. ALL WINDOW AND DOOR HEIGHTS TO BE FINISHED FLOOR TO FINISHED FLOOR.
3. ALL WINDOW AND DOOR HEIGHTS TO BE FINISHED FLOOR TO FINISHED FLOOR.
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9. ALL WINDOW AND DOOR HEIGHTS TO BE FINISHED FLOOR TO FINISHED FLOOR.
10. ALL WINDOW AND DOOR HEIGHTS TO BE FINISHED FLOOR TO FINISHED FLOOR.

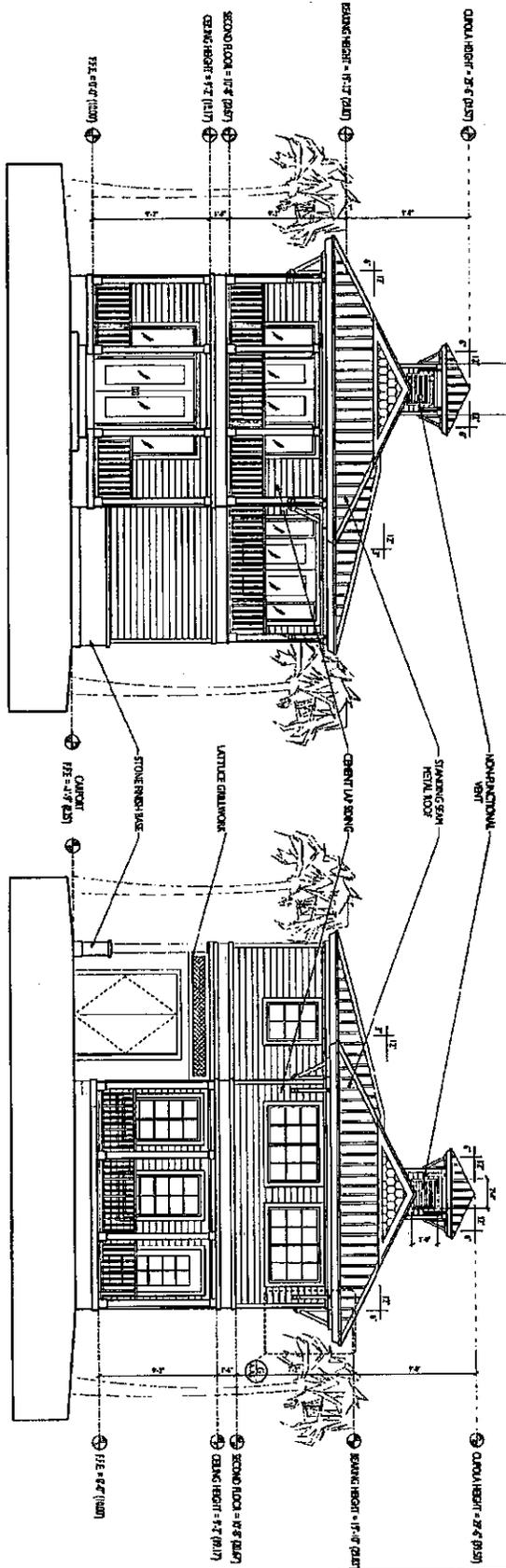
**NEW SMYRNA BEACH MARINA**

OWNER/DEVELOPER: TOM AND TODD PHILLIPS, NEW SMYRNA BEACH MARINA HOLDINGS, LLC, 1701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386/258-7711  
 PROJECT LOCATION: 244 NORTH CAUSEWAY BOULEVARD, NEW SMYRNA BEACH, FL 32169  
 GENERAL CONTRACTOR: P & S PAVING, INC., TODD PHILLIPS CGC # 10000, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386/258-7711

**BPR**  
 DESIGN INCORPORATED  
 2000 W. UNIVERSITY AVENUE, SUITE 100  
 DAYTONA BEACH, FL 32117  
 TEL: 386/258-7711  
 FAX: 386/258-7712  
 WWW.BPRDESIGN.COM

**PROPOSED ELEVATIONS**

DATE: 04/09/13	DESIGNER: M. S. PHILLIPS
DATE: 04/09/13	CHECKER: M. S. PHILLIPS
DATE: 04/09/13	APPROVED: M. S. PHILLIPS



**B** PROPOSED ELEVATION  
 AAS WEST SIDE - REAR - REAR UNIT  
 SCALE 1/8" = 1'-0"

**A** PROPOSED ELEVATION  
 AAS WEST SIDE - FRONT - FRONT UNIT  
 SCALE 1/8" = 1'-0"

**WINDOW/DOOR HEAD HEIGHT NOTE:**  
 ALL UNIT CASE WINDOW HEADS TO BE AT HEAD HEIGHT OF 8'-0".  
 ALL SECOND FLOOR WINDOW HEADS TO BE AT HEAD HEIGHT OF 7'-6".

BUILDING MATERIALS/COLORS	
WALLS	CLAY TILE
ROOFING	CLAY TILE
TRIM	CLAY TILE
SCREEN DOORS	CLAY TILE
SCREEN WINDOWS	CLAY TILE
SCREEN DOORS	CLAY TILE
SCREEN WINDOWS	CLAY TILE
SCREEN DOORS	CLAY TILE
SCREEN WINDOWS	CLAY TILE

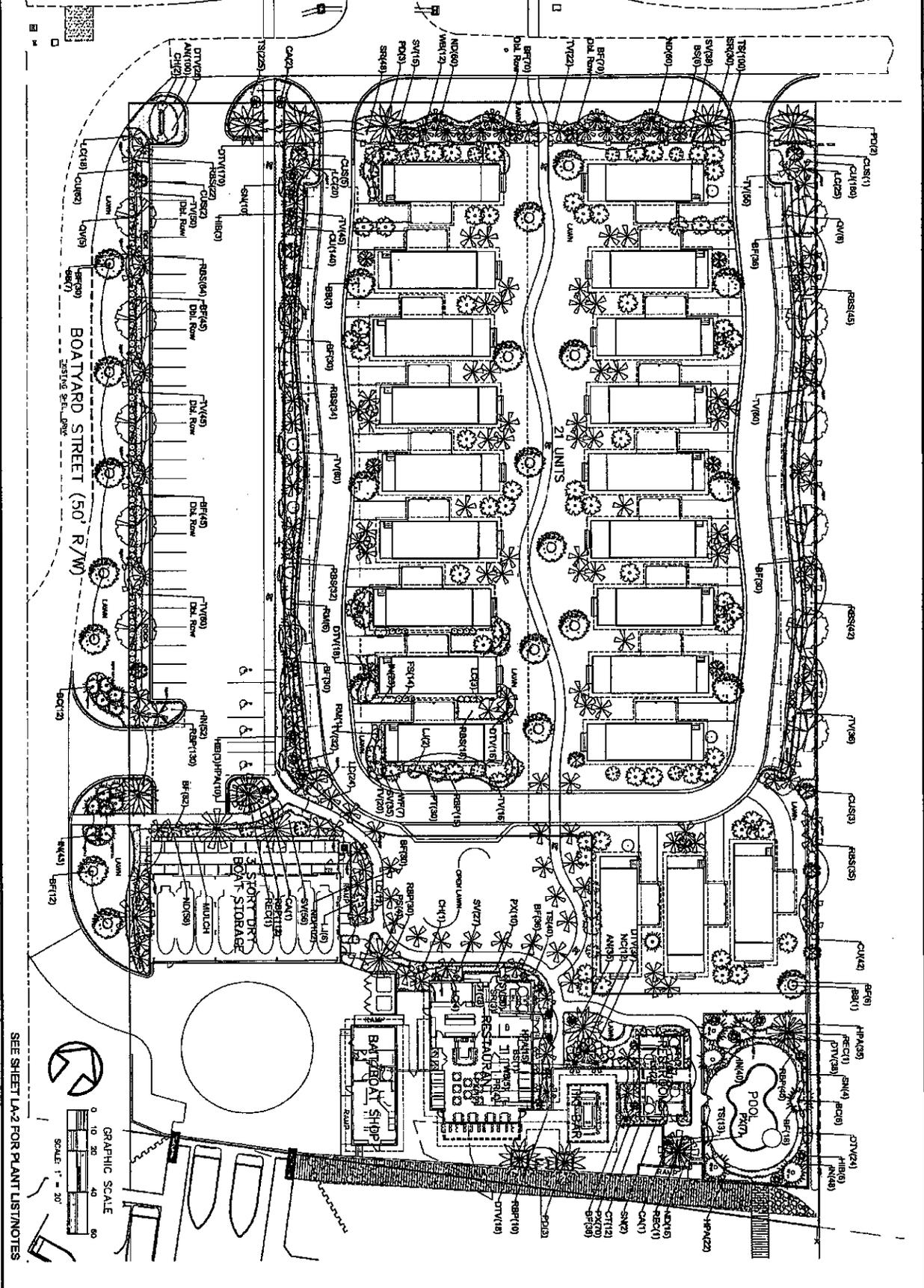
**GENERAL NOTES:**  
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 2. ALL MATERIALS AND FINISHES TO BE AS SHOWN ON THESE DRAWINGS.  
 3. ALL WORK TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.  
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES.  
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL ADJACENT PROPERTIES.  
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES.  
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL ADJACENT PROPERTIES.  
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES.

<p><b>RECORD</b></p>	
<p><b>NEW SMYRNA BEACH MARINA</b></p>	
<p>OWNER/DEVELOPER: TRAND TODD PHILLIPS, NEW SMYRNA BEACH MARINA HOLDINGS, LLC, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386/258-7911</p>	
<p>PROJECT LOCATION: 244 NORTH CAUSEWAY BOULEVARD, NEW SMYRNA BEACH, FL 32169</p>	
<p>GENERAL CONTRACTOR: P &amp; S PAVING, INC., TODD PHILLIPS CCC # _____, 3701 OLSON DRIVE, DAYTONA BEACH, FL 32114, PH: 386/258-7911</p>	
<p><b>BPH</b>                  DESIGN INCORPORATED                  1000 W. PALM BEACH BLVD.                  SUITE 100                  PALM BEACH, FL 33480                  PH: 561/850-1234                  FAX: 561/850-1235</p>	<p><b>ARCHITECT'S INDEPENDENT SEAL</b></p>

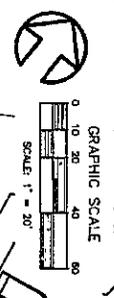


**EXHIBIT "D"**

**LANDSCAPE PLANS**



SEE SHEET LA-2 FOR PLANT LISTNOTES



PROJECT NO. 12440 LA-1	LANDSCAPE PLAN	MARK DOWST & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYORS 530 N. HALIFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32114 • PHONE 386-258-7518 FAX 386-258-7519 WWW.MARKDOWST.COM	NO.	DATE	REVISION
	NEW SMYRNA HARBOR		1	11-15-12	1
	NEW SMYRNA BEACH, FLORIDA		1	11-15-12	1







# City of New Smyrna Beach

EXHIBIT C

---

February 22, 2013

Glenn Storch, P.A.  
420 South Nova Road  
Daytona Beach, FL 3 2114

**RE: PUD-4-12: NEW SMYRNA HARBOR MARINA PUD/248 NORTH CAUSEWAY**

Dear Mr. Storch:

Planning staff has reviewed the above-referenced Master Development Agreement and Conceptual Development Plan and has the following comments:

**ADVISORY ISSUES**

1. **Advisory:** The response letter states references valet parking spaces that will be provided for the restaurant/tiki bar. It is staff's understanding that these valet parking spaces will be provided in the parallel parking spaces in the gated residential section of the development. However, these spaces are not labeled as such on the Conceptual Development Plan. While there is nothing in the code to prohibit this, staff has concerns regarding compatibility of commercial valet parking in a gated residential area. Also, how will these spaces be reserved only for restaurant valet parking? What if residents have guests who want to use those spaces? It would appear that there is inadequate parking to support all the proposed uses on the site.
2. **Advisory:** Please note that staff is still waiting for responses from its transportation engineering consulting firm on the revisions made to the TIA. These will be forwarded to you under separate cover.
3. **Advisory:** Please be advised that once the MDA is approved, the existing approved site plan for the dry storage building will not conform to the requirements of the MDA. This will effectively render those plans null and void, unless the MDA is rescinded or the existing approved plan is revised to meet the MDA requirements. The existing approved plan expires October 1, 2013.
4. **Advisory:** Please be advised that the \$1,000 per space Manatee Protection fee assessed by Volusia County must be paid before a building permit can be issued for the dry storage building.

**EXHIBIT C (CONT'D)**

**MASTER DEVELOPMENT AGREEMENT (MDA)**

1. **Third Request:** Please clarify how overflow parking for special events will be addressed. The response letter only states that the developer "will work with adjacent property owners to address overflow parking". As the City is one of the adjacent property owners, staff is requesting that specific language be added to the MDA detailing how overflow parking for special events will be handled.
2. **Third Request:** Page 5, Permitted Uses Section: Please include a commitment on behalf of the property owner to notify adjacent residential property owners to the east of special events.

**BUILDING ELEVATION DRAWINGS / EXHIBIT C**

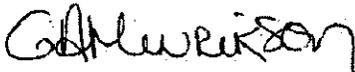
1. **Third Request:** Please label the dry storage building elevations as "north", "south", "east" and "west".
2. **Third Request:** Please provide an elevation drawing for the tiki bar.

The following revised materials must be submitted no later than 5:00 p.m. on Friday, March 22, 2013, in order to be scheduled for the April 9, 2013 City Commission meeting.

- Five (5) paper copies (**not strike-thru/underline**) of the Master Development Agreement, including all referenced exhibits
- One (1) paper copy of the red-lined version of the Master Development Agreement, including all referenced exhibits
- One (1) original response letter, stating how outstanding staff comments have been addressed
- One CD containing the red-lined version of the Master Development Agreement (this may also be emailed to staff)

Please feel free to contact me to discuss these items further. I may be reached at (386) 424-2134 or via email (ghenrikson@cityofnsb.com).

Sincerely,



Gail Henrikson, AICP  
Planning Manager

CC: Plan Review Committee members  
Case File: PUD-4-12



**ORDINANCE NO. 30-13**

**AN ORDINANCE REZONING A PARCEL CONTAINING APPROXIMATELY 1 ACRE DESCRIBED GENERALLY AS 3403 SOUTH ATLANTIC AVENUE, FROM A CITY B-4(4) (MAXIMUM BUILDING HEIGHT OF FOUR STORIES), OCEAN COMMERCIAL ZONING DISTRICT TO A CITY B-4(8) (MAXIMUM BUILDING HEIGHT OF 8 STORIES), OCEAN COMMERCIAL ZONING DISTRICT; PROVIDING FOR A QUASI-JUDICIAL PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Joseph H. Hopkins, P.E., 100 Marina Point Drive, Daytona Beach, FL 32114, applicant and authorized representative of the property owner, HGH, LLC, has initiated a request for the rezoning of a parcel containing approximately 1 acre described generally as 3403 South Atlantic Avenue, from a City B-4(4) (maximum building height of four stories), Ocean Commercial Zoning District to a City B-4(8) (maximum building height of eight stories), Ocean Commercial Zoning District; and

**WHEREAS**, the Planning and Zoning Board, at its meeting on March 4, 2013, by a vote of 6-0 (Mr. Wohn abstained), recommended that the City Commission **approve** the requested rezoning; and

**WHEREAS**, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

**WHEREAS**, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

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

**SECTION 1: Rezoning.** That the land located in the City of New Smyrna Beach, Florida, described as:

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

shall be and the same is hereby rezoned from a City B-4(4) (maximum building height of four stories), Ocean Commercial Zoning District to a City B-4(8) (maximum building height of eight stories), Ocean Commercial Zoning District.

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**SECTION 2: Quasi-Judicial Public Hearing.** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on April 9, 2013, in the City Commission Chambers at City Hall, 210 Sams Avenue (south entrance on Julia Street), New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), F.S.

**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: Effective Date.** That this ordinance shall become effective upon final adoption.

**APPROVED AS TO FORM AND CORRECTNESS:**



**FRANK B. GUMMEY, III**  
City Attorney

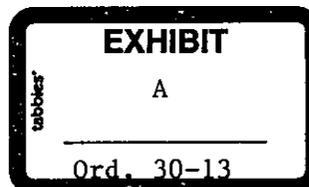
Date: 3/18/13

## LEGAL DESCRIPTION

### OVERALL PARCEL

Lots 3, 4, 13 and 14, Block 25, FUQUAY AND ROGERS, New Smyrna Beach, Volusia County, Florida, per Map Book 7, Page 29, Public Records of Volusia County, Florida, and alley-way formerly running North and South through the aforescribed property and vacated by New Smyrna Beach Ordinance No. 353 on October 25, 1945, the above described property also being described as the South 100 feet of the North 200 feet of Marshall's re-subdivision of Block 25 of the New Smyrna Beach Subdivision, per Map Book 9, Page 262, Public Records of Volusia County, Florida;

**Total Acreage of the Property ..... 1.28 ac.**



CITY OF NEW SMYRNA BEACH – DEVELOPMENT SERVICES

**Z-1-13: HJH LLC / 3403 SOUTH ATLANTIC AVENUE**

**MARCH 4, 2013**

---

**Background**

- A. **Applicant:** Joseph H. Hopkins, P.E., 100 Marina Point Drive, Daytona Beach, Florida, 32114
- B. **Property Owner:** HJH, LLC, 195 Wekiva Springs Road, Longwood, Florida, 32779
- C. **Request:** Rezoning from B-4(4), Ocean Commercial, to B-4(8).
- D. **Site Information:** The subject property consists of approximately 1 acre and is generally located east of South Atlantic Avenue, west of the Atlantic Ocean, south of East 24<sup>th</sup> Avenue and north of East 25<sup>th</sup> Avenue (see location map attached as **Exhibit A**).
- E. **Tax ID #:** 7422-01-25-0030

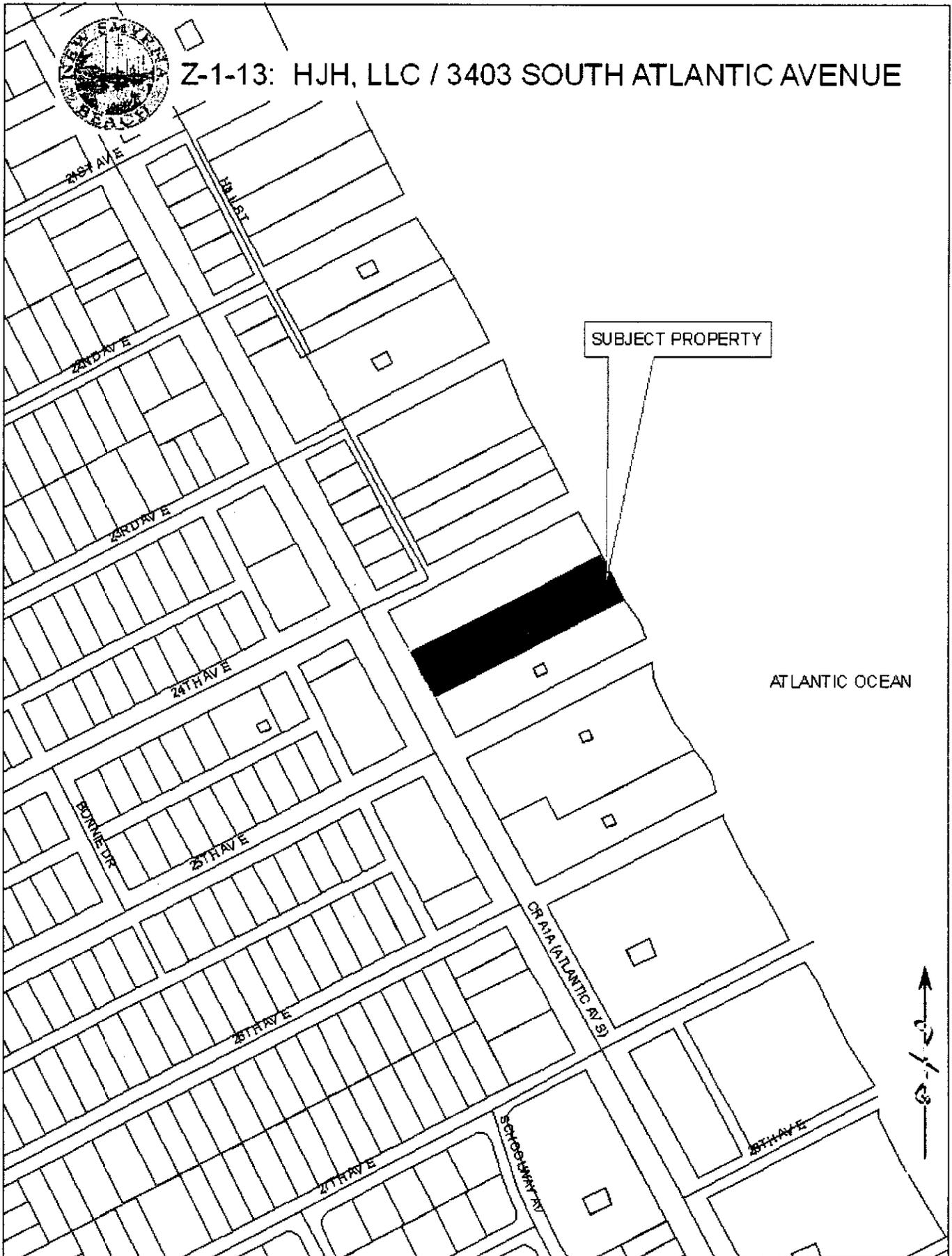
**Findings**

- A. In 2006 and 2007, the City Commission conducted public workshops and meeting to discussed reducing maximum allowed building height limits along the oceanfront. The concerns expressed by the Commissioners were primarily related to overdevelopment of the oceanfront and damages and losses from past and future hurricanes. Commissioners also cited the incompatibility of allowing 9 story multi-family buildings next to one- and two-story single-family residences and businesses.
- B. In November 2008, the City Commission adopted Ordinance 68-08, which reduced building heights in the B-4, Ocean Commercial zoning district. The new height limitations were based upon actual existing development on each parcel at the time the ordinance was adopted. Properties that were developed with structures taller than four stories in height were zoned B-4(5), B-4(6), B-4(7), B-4(8) or B-4(9), with the number in parentheses indicating the maximum building height permitted on that parcel. For example, a parcel zoned B-4(8) would be allowed to build a new building that is up to eight stories in height.
- C. Properties that were vacant, or which were developed with structures four stories or less in height, were assigned a zoning designation of B-4(4). This designation would allow buildings up to four stories in height to be constructed. Additionally, if all parking were provided underneath the building, the building height could be increased to five stories.
- D. The subject property, which is vacant, is zoned B-4(4). As discussed above, this zoning category would allow a four-story building to be constructed. The building height could be increased to five stories, if all required parking is placed underneath the building.

- 1 E. Although the property is currently vacant, the Planning and Zoning Board had  
2 approved a site plan in December 2001, for an 8-story, 14-unit condominium  
3 building on the subject property. A building permit for that project, which was  
4 called Stasia by the Sea, was issued on January 15, 2004.  
5
- 6 F. The City's codes requires developers to substantially complete construction of a  
7 project within two years of the date that the building permit was issued. In this  
8 case, construction of the Stasia by the Sea condominium did not commence and  
9 the building permit and site plan approval expired in July 2004.  
10
- 11 G. In September 2007, a new site plan application was submitted for an 8-unit, 9-  
12 story condominium building (Penthouse Condominium) on the subject property.  
13 This site plan application was reviewed by the Plan Review Committee (PRC) on  
14 October 5, 2007, and written comments were provided to the applicant at that  
15 meeting. Following the PRC meeting, the applicant did not revise or resubmit  
16 the site plan. Instead, the property owner filed suit against the City in February  
17 2008.  
18
- 19 H. In January 2013, the City Commission approved the settlement agreement  
20 between the City and the property owner (**Exhibit B**). As part of the settlement  
21 agreement, the City must process an application from the property owner to  
22 rezone the property to B-4(8).  
23
- 24 I. As discussed above, the property was rezoned from B-4 to B-4(4) in November  
25 2008. This was subsequent to the submittal of the site plan application for the  
26 Penthouse Condominium. Because the property owner had applied for site plan  
27 approved prior to the height limit being reduced, the settlement agreement allows  
28 for the City to consider rezoning the subject property to allow the same height  
29 limit that was permitted when the Penthouse Condominium application was  
30 submitted.  
31
- 32 J. The subject property is located at 3403 South Atlantic Avenue. Immediately  
33 north of the subject property is Chase's restaurant. Immediately south of the  
34 subject property is the Ocean Trillium Hotel, which is also eight stories in height.  
35 Immediately west of the subject property, across South Atlantic Avenue, are  
36 commercial properties, which are one to two stories in height. Photos of the  
37 subject property and surrounding developments are attached as **Exhibit C**.  
38
- 39 K. Given the commercial character of surrounding development to the north, south  
40 and west, including an eight-story hotel immediately to the south of the subject  
41 property, the proposed rezoning request would be compatible with adjacent  
42 development patterns.  
43

44 **Recommendation**

45 Staff recommends the Planning and Zoning Board recommends the City Commission  
46 **approve** the requested rezoning.



**CITY OF NEW SMYRNA BEACH**  
**OFFICE OF THE CITY ATTORNEY**

**MEMORANDUM**

January 4, 2013

**TO:** Mayor Adam Barringer and Honorable Commissioners  
**FROM:** Frank B. Gurney, III, City Attorney  
**RE:** **HJH, LLC v. Volusia County, Florida and City of New Smyrna Beach - Settlement Agreement**

---

The City and the County were sued by HJH, LLC, concerning its desire to develop a multi-family project on vacant oceanfront land on South Atlantic Avenue between Chases and Ocean Trillium.

HJH made application for the project September 14, 2007, but approval from the City was not forthcoming due to disputes relating to the ownership and use of the land seaward of the platted lots (Disputed Property). HJH filed suit February 26, 2008, seeking damages and a declaratory decree. The City is represented by counsel retained by the Florida Municipal Insurance Trust (FMIT).

Subsequently on November 11, 2008 (Ord. No. 68-08), the zoning map of the Land Development Regulations was amended to reduce the height limit on all oceanfront properties where multifamily buildings are permitted from 8 to 4 stories. Existing buildings exceeding 4 stories were "grandfathered" in.

HJH and the City were ordered to mediation October 16, 2012. Settlement was tentatively agreed to and has since been reduced to writing. The issue of use of the Disputed Property is resolved by a restrictive covenant to be executed by HJH which prohibits the use of the Disputed Property for any improvements except dune walkovers and sea walls. Additionally, the Disputed Property cannot be counted for calculating density or intensity of buildings west of the lot line.

Since HJH applied to build prior to the height limit being reduced and the property allows eight units without including the Disputed Property, the settlement permits consideration of restoring the preapplication height limit.

Finally as to the damage claim, in the unlikely chance that HJH would prevail the award could be in the millions of dollars. However, to remove any uncertainty the FMIT concluded that removal of any risk and avoidance of significant attorney and expert fees

Mayor Adam Barringer and Honorable Commissioners  
January 4, 2013  
Page 2

for trial, merited a settlement of \$100,000. The City is responsible for \$25,000 of that as its deductible amount.

This is the second property that has attempted to assert use of oceanfront property seaward of the platted lot line for calculation of entitlements for development that has resulted in litigation that has been resolved denying that assertion. These are outcomes consistent with the City's administration of the Land Development Regulations.

I recommend approval of the settlement agreement as negotiated by the City and FMIT.

This memorandum is prepared for the purpose of attorney-client communication and does not constitute an admission against interest or precedent in any other matter.

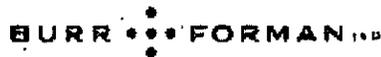


FRANK B. GUMMEY, III

FBC:vmn

Enclosure: Proposed Settlement Agreement

cc: Pam Brangaccio, City Manager  
Johnny R. Bledsoe, City Clerk  
Gail Henrikson, Planning Manager



*results matter*

Howard S. Marks  
Board Certified Civil Trial Law  
Board Certified Business Litigation  
Certified County Mediator  
Certified Circuit Civil Mediator  
hmarks@burr.com  
Direct Dial: (407) 540-0800  
Direct Fax: (321) 740-0545

200 South Orange Avenue  
Suite 809  
Orlando, FL 32801

Direct: (407) 540-0800  
Fax: (407) 540-0801

BURR.COM

December 28, 2012

**VIA EMAIL, ORIGINAL TO FOLLOW BY U.S. MAIL**

John T. Conner, Esquire  
Dean, Ringer, Morgan & Lawton, P.A.  
201 E. Pine Street, Suite 1200  
Orlando, Florida 32801

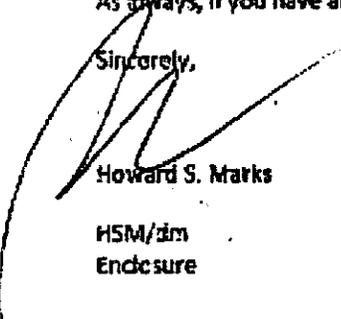
Re: **HJM, LLC v. Volusia County, Florida, et al.**  
**Case No. 2008-20156-CNS (Div. 2)**  
**Our File No. 6603921-00091**

Dear John:

Enclosed please find the original executed Settlement Agreement regarding the above-referenced matter. Please have the Settlement Agreement executed by the City and return a fully executed copy to me at your earliest opportunity.

As always, if you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Howard S. Marks

HSM/jim  
Enclosure

IN THE CIRCUIT COURT FOR THE  
SEVENTH JUDICIAL CIRCUIT IN AND  
FOR VOLUSIA COUNTY, FLORIDA

**HLJH, L.L.C.**, a Florida limited liability  
company,

CASE NO: 2008-20156-CINS (Div. 2)

Plaintiff,

v.

**VOLUSIA COUNTY, FLORIDA; CITY OF  
NEW SMYRNA BEACH, FLORIDA;  
CORONADO BEACH REALTY CO.**, a defunct  
company, and the Unknown Directors, the  
Successors and Assigns of the Unknown Directors;  
**C.M. ROGERS**, and all other parties claiming by,  
through, or against him; and all unknown natural  
persons, if alive, and if dead or not known to be  
dead or alive, their several and respective unknown  
spouses, heirs, devisees, grantees, creditors, or other  
parties claiming by, through or under those  
unknown natural persons; **D.F. FUQUAY**, and all  
other parties claiming by, through, or against him;  
and all unknown natural persons, if alive, and if  
dead or not known to be dead or alive, their several  
and respective unknown spouses, heirs, devisees,  
grantees, creditors, or other parties claiming by,  
through or under those unknown natural persons;  
and **ALL UNKNOWN PARTIES** that may claim  
an interest in property in Lots 3, 4, 13 and 14 of  
Block 25, Fuquay and Rogers Subdivision, New  
Smyrna Beach, et al.,

Defendants.

---

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into as of the "Effective Date" as herein later defined, by and between and amongst, the Plaintiff, **HLJH, L.L.C.**, a Florida limited liability company (the "Developer"), and Defendant, **CITY OF NEW SMYRNA BEACH, FLORIDA** (the "City").

**RECITALS**

**WHEREAS, Developer claims to own certain real property more particularly described as:**

**Lots 3, 4, 13 and 14, Block 25, FUQUAY AND ROGERS, New Smyrna Beach, Volusia County, Florida, per Map Book 7, Page 29, Public Records of Volusia County, Florida, and alley-way formerly running North and South through the aforescribed property and vacated by New Smyrna Beach Ordinance No. 353 on October 25, 1945, the above described property also being described as the South 100 feet of the North 200 feet of Marshall's re-subdivision of Block 25 of the New Smyrna Beach Subdivision, per Map Book 9, Page 262, Public Records of Volusia County, Florida, (the "Property"); and**

**WHEREAS, a dispute arose as to the development of the Property, whereby the City claims that Developer does not own a portion of the Property (the "Disputed Property"); and**

**WHEREAS, Developer and the City have asserted claims and defenses as to the ownership of the Disputed Property and other related issues, by, between and amongst them as presented in the litigation styled *HJH, L.L.C., a Florida limited liability company, v. VOLUSIA COUNTY, FLORIDA; CITY OF NEW SMYRNA BEACH, FLORIDA; CORONADO BEACH REALTY CO., a defunct company, et al.*, Case Number 2008-20156-CINS (Div. 2), filed in the Circuit Court of the Seventh Judicial Circuit in and for Volusia County, Florida (the "Action"); and**

**WHEREAS, on October 16, 2012, Developer and City attended a mediation conference with regard to the Action and Developer, the City, and the Florida League of Cities/the Florida Municipal Insurance Trust ("Florida Municipal Insurance"), entered into that certain Mediation Agreement dated October 16, 2012 (the "Mediation Agreement"); and**

**WHEREAS, pursuant to the terms of the Mediation Agreement and to avoid the additional expense and uncertainty of the Action, Developer and the City voluntarily have agreed to enter into this Agreement.**

**NOW THEREFORE, in consideration of the above premises and other good and valuable consideration, the sum and sufficiency of which is hereby acknowledged, and based on the mutual promises and conditions contained herein, including the resolution of the expense and uncertainty of the Action, Developer and City agree as follows:**

1. **RECITALS.** The above Recitals are incorporated herein by this reference and made a part of this Agreement as if set forth herein.
2. **CONDITIONS OF EFFECTIVENESS.** This Agreement shall not be effective until the date upon which each and every one of the following conditions are satisfied (the "Effective Date"):
  - a. Florida Municipal Insurance has paid to the trust account of Burr & Forman LLP the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the

"Settlement Payment"). The Settlement Payment shall not be disbursed from the Burr & Forman LLP trust account until a General Release is executed and the Action has been dismissed with prejudice.

- b. Developer submits an application for a change to the New Smyrna Beach Land Development Code to allow an eight unit, eight-story building on the Property (the "LDR Change").
  - c. The City will process and complete the LDR within four (4) months period from the date of submission of the LDR Change. The City will not charge the Developer any fees in connection with the LDR Change.
  - d. If the LDR Change is approved, Developer will revise and resubmit the Application (the "Application") to make any changes necessary to (i) address the issues detailed by City staff as reflected in the October 5, 2007, letter from Gail Henrikson, Chief Planner, of the City to Joseph Hopkins, P.E. (the "Staff Letter"), and (ii) make any change necessitated by changes to applicable law, which changes occurred after the date of the Staff Letter. Notwithstanding the foregoing, the New Application submitted by the Developer shall not be required to address any issues in the Staff Letter or make any changes to the Amended Application that are related to any matter dealing with density, title issues or setbacks for the Property and Project. As part of the New Application, the Developer and City shall submit a covenant running with the land on the Disputed Property in the form attached hereto as Exhibit "A" (the "Restrictive Covenant").
  - e. The City will waive the site plan application fee and the LDR zoning change fee.
3. **TERMS OF SETTLEMENT.** As full and final settlement of all claims asserted or capable of being asserted by the parties, the parties agree as follows:
- a. Within fifteen (15) days of the Effective Date, the Developer will file a joint stipulated dismissal with prejudice with each party bearing its own attorneys' fees and costs.
  - b. Within five (5) days after the City's approval of the Application, the Developer and City shall execute the Restrictive Covenant.
  - c. Within five (5) days of the Effective Date, the Developer will execute an agreed to general release in favor of the City of New Smyrna Beach, Florida Municipal Insurance Trust in the form attached as Exhibit "B" attached hereto.

Burr & Forman LLP may distribute the Settlement Payment to the Developer upon the complete execution of the Restrictive Covenants, the Release attached hereto as Exhibit "B", and the filing of a Joint Dismissal with Prejudice in this action.

Regular Meeting - April 9, 2013

4. **DEVELOPER WAIVER OF CONDITIONS TO EFFECTIVENESS.** Notwithstanding anything herein to the contrary, the Developer may elect to waive any of the conditions to effectiveness contained in Section 2 a. through e. above (the "Conditions"). If Developer elects to waive the any of the Conditions, Developer will notify the City in writing and deliver to the City the following:
- a. The stipulated dismissal with prejudice signed by the Developer and its counsel; and
  - b. The Restrictive Covenant executed by the Developer; and
  - c. The executed general release in favor of the City of New Smyrna Beach, Florida Municipal Insurance Trust in the form attached as Exhibit "B" attached hereto.

In the event that the Developer elects to waive the Conditions as set forth herein, the Effective Date of the Agreement shall be the date that Developer elects to waive the Conditions. On the Effective Date, Burr & Forman LLP may distribute the Settlement Payment to the Developer. In addition, the waiver by the Developer of any of the Conditions, shall not excuse either party from its obligation to satisfy such Conditions, and such Conditions shall be treated as if those Conditions were additional terms of the Agreement as if originally made a part of Section 3 hereof.

5. **NO ADMISSION OF WRONGDOING.** By entering into this Agreement, neither of the parties hereto admits to, and this Agreement shall not be offered or construed as an admission by any party hereof, having (a) committed any wrongdoing, (b) breached any obligation, (c) incurred liability, or (d) committed any violation alleged in or relating to any of the claims that each party may have against the other. Nothing in this Agreement shall be deemed to be an admission of liability by any party to this Agreement.

6. **ENTIRE AGREEMENT.**

- a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and cancels any and all prior and contemporaneous discussions, negotiations, arrangements, agreements, and understanding between the parties to this Agreement with respect to the subject matter hereof; and
- b. This Agreement may not be modified or otherwise amended except by a written instrument that expressly refers to this Agreement and is executed by the party to this Agreement against whom such amendment is sought to be enforced; and
- c. No party or other person has made any oral or written representation, other than those explicitly set forth in this Agreement, upon which any party is relying in making their or his decision to enter into this Agreement.

Regular Meeting - April 9, 2013

7. **ADVICE OF COUNSEL.** All parties acknowledge that they have entered into this Agreement voluntarily and with full knowledge and understanding of its terms. All parties further represent they have had a reasonable time period within which to consider all terms of this Agreement, and that upon advice of counsel of their choosing they have read and fully understand the terms of this Agreement and agree to be bound hereby.
8. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon all parties hereto and shall inure to the benefit of, and be binding upon, their heirs, administrators, representatives, executors, successors, beneficiaries, assigns, agents, insurers, and any other persons acting by, through, under or in concert with any of the parties hereto.
9. **GOVERNING LAW.** All parties agree that:
- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to Florida choice of law rules; and
  - b. Any judicial proceeding of any nature brought by any party against any other party hereto to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted exclusively to the Circuit Court of the Seventh Judicial Circuit in and for Volusia County, Florida, and all parties hereto irrevocably consent and submit to the personal jurisdiction of such court in connection with any such judicial proceeding.
10. **ATTORNEY'S FEES.** Each party agrees to bear its own attorney's fees and costs incurred in connection with the preparation of this Agreement. In the event of any litigation, including any appeals, arising from or relating to the enforcement, scope, meaning, interpretation, performance or non-performance of or under this Agreement, the prevailing party therein shall be entitled to recover from the non-prevailing party all reasonable attorney's fees, paralegal fees, and costs incurred in connection therewith.
11. **EXECUTION OF DOCUMENTS.** This Agreement may be executed in identical counterparts, which, when taken together, shall constitute the single and same agreement concerning this subject matter. This Agreement may be executed by electronic facsimile signatures, which shall be deemed original signatures for all purposes hereof.
12. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** Each of the parties further represents and warrants that it has the sole right to raise the claims and causes of action released herein, that it has not sold or otherwise assigned such claims, and that it has all requisite power and exclusive authority to execute and perform its obligations under this Agreement.
13. **WAIVER OR ALTERATION.** Any waiver, alteration, or modification of any of the provisions of this Agreement shall not be valid or enforceable unless in writing and signed by the party against whom such waiver, alteration, or modification is to be enforced, it being expressly agreed that this Agreement cannot be modified orally, by course of dealing or by implied agreement. Moreover, any delay by any party in enforcing its rights after a breach by any other party shall not constitute a release or waiver of such

breach and shall not be relied upon by the breaching party as a release or waiver of such breach.

14. **NOTICES.** Any notice to be given pursuant to this Agreement shall be deemed given at such time as it is mailed to the addressee by certified mail, return receipt requested or hand delivered to the addresses shown below:

a. As to Developer: HJH, L.L.C.  
c/o Kevin Donaghey  
195 Wekiva Springs Rd.  
Suite 224  
Longwood, FL 32779

with a copy to: Howard S. Marka, Esquire  
Burr & Forman LLP  
200 S. Orange Avenue  
Suite 800  
Orlando, Florida 32801

b. As to City: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event that any of the named parties desire to receive notice at another address, it shall be their responsibility to notify the other parties, in writing, of the new address. Notice sent by or to the attorney for a party shall be deemed sent by or to that party.

15. **MISCELLANEOUS.** Developer and City further agree as follows:

a. **Time.** Time is of the essence of each provision of this Agreement.

b. **Survival.** All representations and warranties of the parties contained in this Agreement will survive the closing of the transactions contemplated by this Agreement.

c. **Binding Effect.** This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties.

d. **Headings.** The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement.

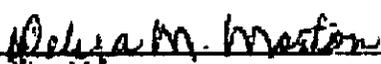
e. **Amendment.** Neither this Agreement nor any of the provisions hereof can be

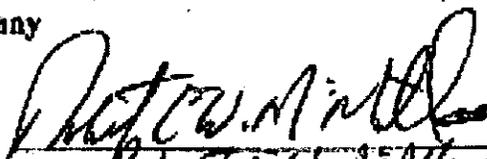
changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

- f. Supereession. As of the date of this Agreement, there are no other offers, settlements, or compromises outstanding from Developer to City. Any prior offer, settlement, or compromise by Developer or City, whether oral or written, is hereby rescinded in full. The duties and obligations of City and the Developer shall be only as set forth in this Agreement, when executed by all parties
- g. Construction. The parties acknowledge that each party and each party's counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or schedules hereto.
- h. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signature of each party appear on each counterpart. It shall be sufficient that the signature of each party appear on at least one counterpart in order for this Agreement to bind all parties, even if all parties do not sign the same counterpart.
- i. Method of Acceptance. A photocopy or facsimile of a party's signature on this Agreement transmitted or delivered to the other parties (including without implied limitation transmission via telecopier or email) will bind the delivering or transmitting party to the same extent as would delivering a counterpart of this Agreement containing the deliverer's actual signature. The parties may evidence their execution and acceptance of this Agreement by delivering or transmitting photocopies or facsimiles of their signatures on this Agreement (including without implied limitation transmission via telecopier or email), and any party doing so will be fully bound hereby.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date indicated by each party's signature.

WITNESSES

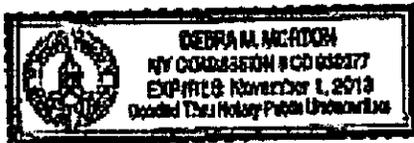
  
 Print Name: Hannah S. Marks  
  
 Printed Name: Debra M. Morton

HJH, L.L.C., a Florida limited liability company  
 By:   
 Print Name: Robert C. Williams  
 As its: Managing Member

STATE OF FLORIDA )  
COUNTY OF ORANGE )

BEFORE ME, the undersigned authority, personally appeared Robert E. Wilson McMillan (please check one)  who is personally known to me, or  has produced Florida Drivers License as identification, and deposes and says that the foregoing is true and correct to the best of his/her knowledge, information, and belief and subscribed his/her name thereto in certification thereof.

SWORN TO AND SUBSCRIBED before me this 28 day of December, 2012.



Debra M. Morton  
Notary Public, State of Florida at Large  
Printed Name: Debra M. Morton  
My Commission Expires: 11/1/2013

**WITNESSES**

**CITY OF NEW SMYRNA BEACH,  
FLORIDA**

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

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

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

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

Title: \_\_\_\_\_

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

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ (please check one)  who is personally known to me, or  has produced \_\_\_\_\_ as identification, and deposes and says that the foregoing is true and correct to the best of his/her knowledge, information, and belief and subscribed his/her name thereto in certification thereof.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

**EXHIBIT "A"**

**After recording, please return to:**

Howard S. Marks, Esq.  
BURR & NORMAN LLP  
200 South Orange Avenue  
Suite 200  
Orlando, Florida 32801

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(Area Reserved for Recording)

**DECLARATION OF RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, by HJH, L.L.C., a Florida limited liability company (the "Declarant").**

**RECITALS:**

WHEREAS, Declarant is the owner of that certain real property more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Overall Property") on which Declarant has received the approval from the City of New Smyrna Beach, Florida, to allow the development of a multistory, multifamily residential project and related amenities (the "Project"); and

WHEREAS, in accordance with the terms and conditions of the permits for the approval for the Project approved by the City of New Smyrna Beach, Florida, Declarant has agreed to limit the number of total residential units that may be constructed on the Overall Property and to prohibit the construction of all certain improvements in a portion of the Overall Property more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein (the "Restricted Property");

NOW, THEREFORE, Declarant hereby declares that the Restricted Property shall be held, transferred, sold, conveyed, occupied and otherwise used subject to the following covenants and restrictions:

1. There shall not be any construction of any improvements on the Restricted Property except for (i) beach dune walkovers or crossovers and related improvements, and (ii) or any other structures that may become permissible in the future by applicable law.
2. The Overall Property may not be developed with more than eight (8) residential units, unless more units become permissible in the future by applicable law.

3. The Restricted Property shall not be included in any determination or calculation of any entitlement for the issuance of any development order by the City of New Smyrna Beach, including a determination or calculation would result in issuance of a development order that would allow the development of more than eight (8) residential units on the Overall Property.
4. This Declaration is made and entered into as a contract respecting land and is to be governed, construed and enforced pursuant to and in accordance with the laws of the State of Florida.
5. The covenants and restrictions set forth herein shall run with title to the Overall Parcel and shall be binding upon Declarant and its successors and assigns.
6. This Declaration shall not be amended without the written consent of both the then owner of the Overall Parcel and the City of New Smyrna Beach, Florida.
7. The City of New Smyrna Beach, Florida will have the right to enforce this Declaration, including the right to sue for specific enforcement of this Declaration, against the Declarant and its successors and assigns.

*(SIGNATURE PAGE FOLLOWS)*

Regular Meeting - April 9, 2013

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictive Covenants under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

DECLARANT:

HJH, L.L.C., a Florida limited liability company

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

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

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

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

As its: \_\_\_\_\_

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

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ (please check one)  who is personally known to me, or  has produced \_\_\_\_\_ as identification, and deposes and says that the foregoing is true and correct to the best of his/her knowledge, information, and belief and subscribed his/her name thereto in certification thereof.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

**EXHIBIT "A"**  
**OVERALL PARCEL**

Lots 3, 4, 13 and 14, Block 25, FUQUAY AND ROGERS, New Smyrna Beach, Volusia County, Florida, per Map Book 7, Page 29, Public Records of Volusia County, Florida, and alley-way formerly running North and South through the aforescribed property and vacated by New Smyrna Beach Ordinance No. 353 on October 25, 1945, the above described property also being described as the South 100 feet of the North 200 feet of Marshall's re-subdivision of Block 25 of the New Smyrna Beach Subdivision, per Map Book 9, Page 262, Public Records of Volusia County, Florida; together with all riparian and littoral rights and accretions pertaining to the above described property.

**EXHIBIT "B"**  
**RESTRICTED PARCEL**

The Easterly 150 feet of the following described parcel:

Lots 3 and 4, Block 25, FUQUAY AND ROGERS, New Smyrna Beach, Volusia County, Florida, per Map Book 7, Page 29, Public Records of Volusia County, Florida, and alley-way formerly running North and South through the aforescribed property and

EXHIBIT "B"

GENERAL RELEASE

THIS GENERAL RELEASE (the "General Release") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2012, by HJH, L.L.C., a Florida limited liability company (the "Developer"), in favor of the CITY OF NEW SMYRNA BEACH, FLORIDA (the "City"), and Florida League of Cities/the Florida Mutual Insurance Trust ("Florida Mutual Insurance" and together with the City collectively, the "Released Party").

WHEREAS, Released Party and Developer entered into that certain Settlement Agreement dated \_\_\_\_\_, 2012 (the "Settlement Agreement"), by which the parties resolved all issues between the parties' rights, duties and obligations relating to the litigation styled *HJH, L.L.C., a Florida limited liability company, VOLUSIA COUNTY, FLORIDA; CITY OF NEW SMYRNA BEACH, FLORIDA; CORONADO BEACH REALTY CO., a defunct company, et al.*, Case Number 2008-20156-CINS (Div. 2), filed in the Circuit Court of the Seventh Judicial Circuit in and for Volusia County, Florida (the "Action") by entering into the Settlement Agreement; and

WHEREAS, one of the requirements of the Settlement Agreement is the execution and delivery of this General Release by Developer.

NOW, THEREFORE, on account of good and valuable consideration, the receipt, sufficiency and delivery of which are hereby acknowledged, Developer agrees as follows:

1. **RECITALS.** The recitals contained in this Agreement are true and correct and are incorporated into this Agreement in their entirety

2. **RELEASE.** Developer, its affiliates, related parties and representatives agree that Released Party has complied with each and every term, condition, and covenant of the Settlement Agreement, and all other agreements relating thereto, and, that as of the date hereof, they do not have any set off or claim of any nature whatsoever against the Released Party relating to the Settlement Agreement or Action.

Developer, its affiliates, related parties and representatives hereby waive any and all legal and equitable claims whatsoever that they have or may have against Released Party relating to the Settlement Agreement or Action. Developer, its affiliates, related parties and representatives hereby release and forever discharge Released Party, Released Party's agents, servants, employees, officers, attorneys, successors, and assigns from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Developer, its affiliates, related parties and representatives might now have or claim to have against Released Party, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way concerning, arising out of or founded on the Action, except for the performance of the terms of the Settlement Agreement.

2013-04-09

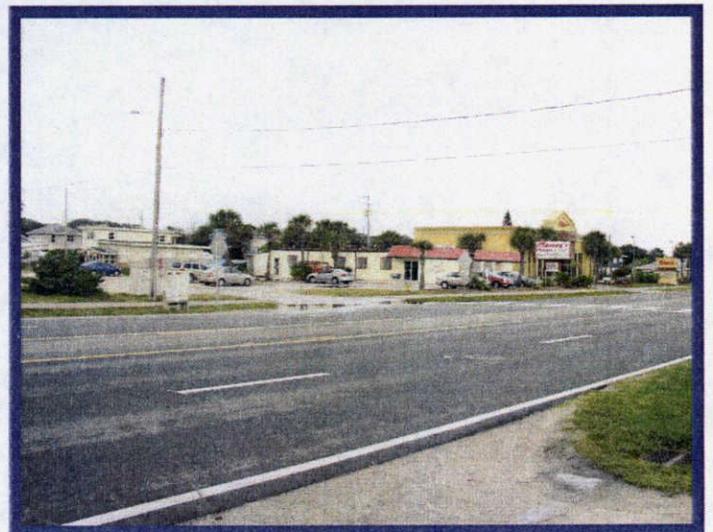
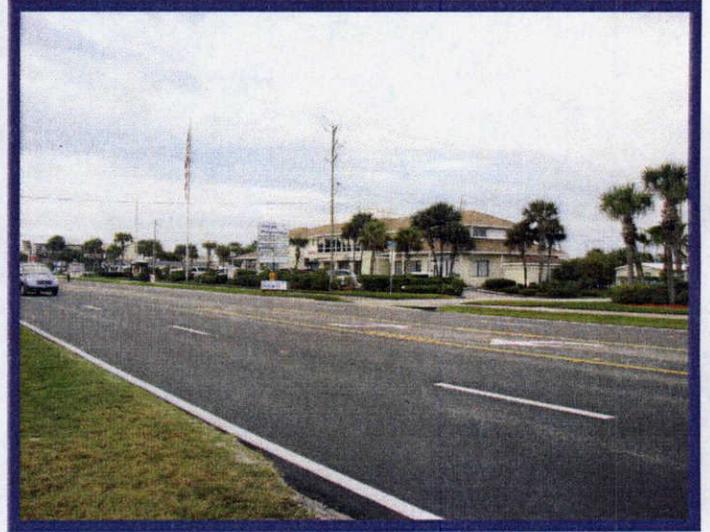
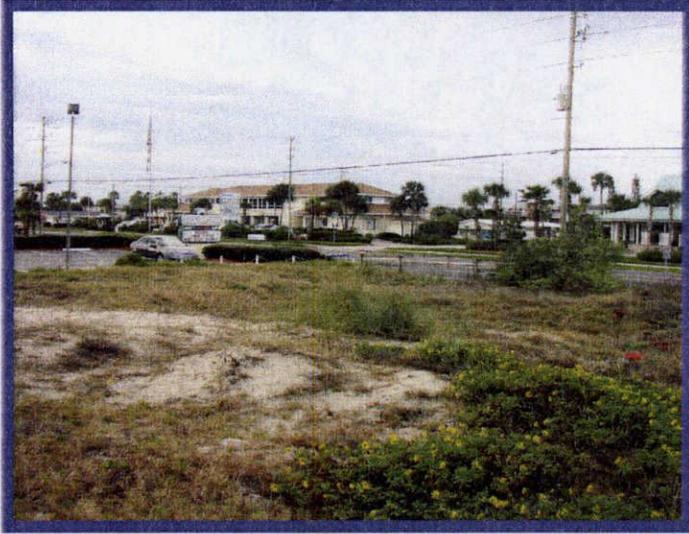
Signature Page to General Release

**IN WITNESS WHEREOF**, the parties have executed this General Release to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

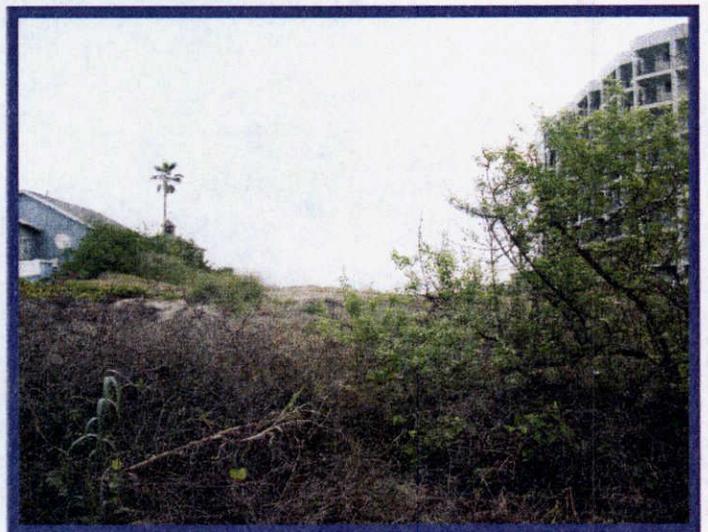
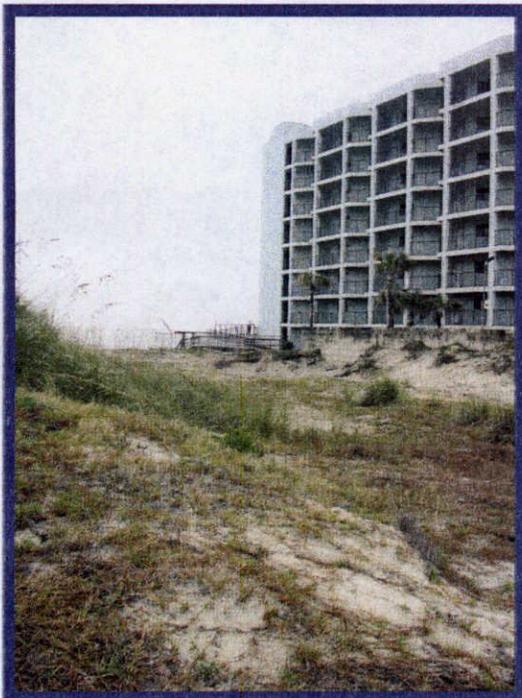
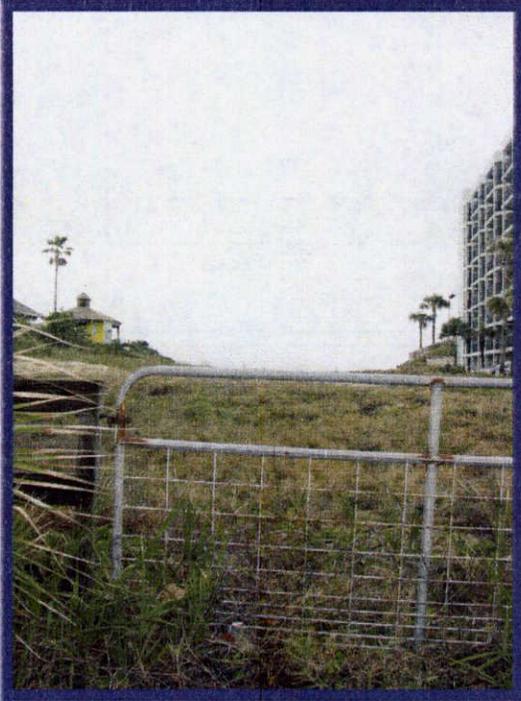
**HJH, L.L.C., a Florida limited liability company**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As its: \_\_\_\_\_

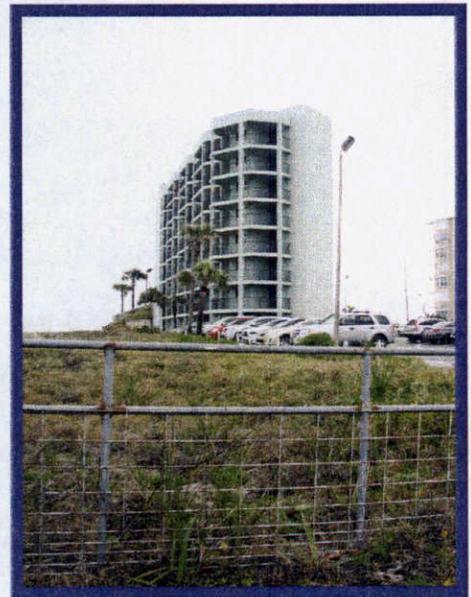
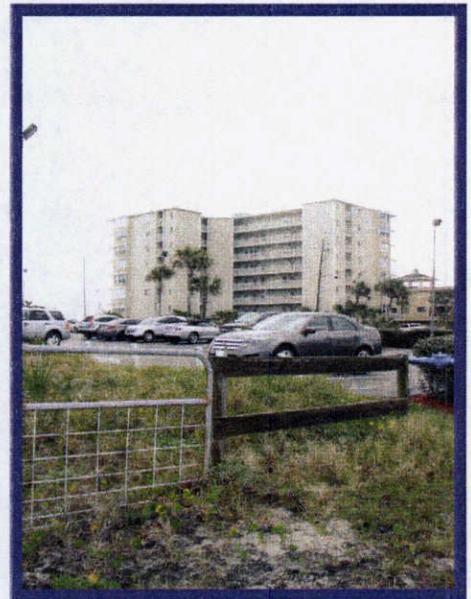
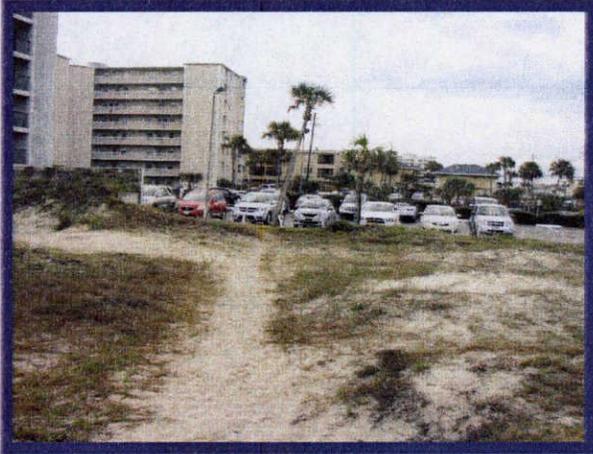
Commercial Development on the West Side of South Atlantic Avenue

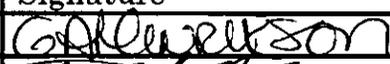


**Subject Property Looking East from South Atlantic Avenue (old Stasia by the Sea Sign on the Ground)**



### High-Rise Hotel and Residential Development South of the Subject Property



<b>Department Making Request:</b> Planning and Engineering		
<b>Meeting Date:</b> 1 <sup>st</sup> Reading: 4/9/13                      2 <sup>nd</sup> Reading: 4/23/13		
<b>Action Item Title:</b> ZT-1-13: LDR AMENDMENT – 903 LAZY SAGO LANE CCSL RELOCATION		
<b>Agenda Section:</b> Consent <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Special Items <input type="checkbox"/>		
<b>Summary Explanation and Background</b>		
<p>Ty Harris, Esquire, 420 South Nova Road, Daytona Beach, Florida, 32114, applicant and authorized representative of Property Owner Beckie Doublet, P. O. Box 358, Osteen, Florida, 32764, requests approval of an amendment to the City's <i>Land Development Regulations</i> to relocate the City's Coastal Construction Setback Line (City CCSL) for property located at 903 Lazy Sago Lane, east of 903 South Atlantic Avenue.</p> <p>The subject property contains approximately 0.3 acres, is zoned B-4(4), Ocean Commercial, and is generally located east of South Atlantic Avenue, west of the Atlantic Ocean and south of Maralyn Avenue.</p> <p>At its March 4, 2013 meeting, the Planning and Zoning Board voted unanimously, 7-0, to recommend the City Commission approve the amendment.</p>		
<b>Recommended Action/Motion:</b> Approval		
<b>Funding Analysis:</b> Budgeted <u>N/A</u> If not budgeted, recommended funding account:		
<b>Exhibits Attached:</b> Staff report dated March 4, 2013		
<b>Reviewed By:</b>	<b>Name</b>	<b>Signature</b>
Department Director:	Gail Henrikson	
City Attorney	Frank Gummey	
City Manager	Pam Brangaccio	
<b>Commission Action:</b>		

ORDINANCE NO. 31-13

AN ORDINANCE AMENDING NEW SMYRNA BEACH ORDINANCE 1-91, NEW SMYRNA BEACH LAND DEVELOPMENT REGULATIONS, ARTICLE VII, STANDARDS FOR SITES WITH SPECIAL CHARACTERISTICS, §703.02, DEVELOPMENT SEAWARD OF THE CITY'S COASTAL CONSTRUCTION SETBACK LINE (CCSL), A, LOCATION OF CITY'S COASTAL CONSTRUCTION SETBACK LINE, BY MOVING THE LINE EASTWARD TOWARD THE OCEAN FOR PROPERTY LOCATED AT 903 LAZY SAGO LANE; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

*WHEREAS*, Ty Harris, Esquire, 420 South Nova Road, Daytona Beach, Florida, applicant and authorized representative of the property owner, Beckie Doublet, has requested an amendment to New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, Article VII, Standards for Sites with Special Characteristics, §703.02, Development Seaward of the City's Coastal Construction Setback Line (CCSL), A, Location of City's Coastal Construction Setback Line, by moving the line eastward toward the ocean for property located at 903 Lazy Sago Lane; and

*WHEREAS*, the Planning and Zoning Board, at its meeting on March 4, 2013, by a vote of 7-0, recommended to the City Commission that the aforescribed 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 VII, Standards for Sites with Special Characteristics, §703.02, Development Seaward of the City's Coastal Construction Setback Line (CCSL), A, Location of City's Coastal Construction Setback Line, is hereby amended to read as follows: **(Note: Omissions from text are**

40 indicated by [...], deletions from text are indicated by , and  
41 additions to text are indicated by underline.)

42 ARTICLE VII

43 STANDARDS FOR SITES WITH SPECIAL CHARACTERISTICS

44 ...

45 703.02 Development East of the City Construction Setback Line

46 A. Location of City's Coastal Construction Setback Line

47 ...

48 (3) Between the centerline of Flagler Avenue and the south  
49 corporate limit, the City Construction Setback Line  
50 (CCSL) shall be 50 feet west of the Department of  
51 Environmental Protection (DEP) Coastal Construction  
52 Control Line (CCCL) as it existed prior to January 24,  
53 1991~~7~~, except as follows:

54 i. For a Point of Beginning, Commence at the  
55 northwesterly corner of Lot 1, Block "1",  
56 Armstrong & Johnson Subdivision, according to  
57 the map or plat thereof, recorded in Map Book  
58 8, Page 92 of the Public Records of Volusia  
59 County, Florida; thence North 63° 23' 37"  
60 East, along the northerly line of said Lot 1,  
61 a distance of 72.13 feet to the intersection  
62 of the City of New Smyrna Beach Coastal  
63 Construction Setback Line per Ordinance No.  
64 12-01 and for the Point of Beginning; thence  
65 continue North 63° 23' 37" East, along said  
66 northerly line of Lot 1 and the easterly  
67 prolongation thereof, a distance of 92.32  
68 feet; thence South 27° 19' 47" East, a  
69 distance of 49.94 feet to the easterly  
70 prolongation of the southerly line of said Lot

Page 2 of 4

Relocation of City Coastal Construction  
Setback Line - 903 Lazy Sago Lane  
Public Hearing April 9, 2013  
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March 25, 2013  
3:26 PM

71 1; thence South 63° 21' 32" West, along said  
72 easterly prolongation of the southerly line of  
73 Lot 1 and along the southerly line of said Lot  
74 1, a distance of 92.18 feet to the  
75 intersection of said City of New Smyrna Beach  
76 Coastal Construction Setback Line and for the  
77 Point of Termination.

78 ...

79 **SECTION 2: Codification.** Following adoption of this ordinance,  
80 the City Attorney shall transmit a copy of this ordinance to  
81 Municipal Code Corporation of Tallahassee, Florida, to be codified  
82 into the City's Code of Ordinances. Municipal Code Corporation's  
83 usual and customary fee for said codification service is hereby  
84 approved.

85 **SECTION 3: Public Hearings.** That two public hearings noticed  
86 pursuant to §166.041(3)(c)2.b., F.S., considering the adoption of  
87 this ordinance were held April 9, 2013, and April 23, 2013, in the  
88 City Commission Chambers at City Hall, 210 Sams Avenue (south  
89 entrance on Julia Street), New Smyrna Beach, Florida.

90 **SECTION 4: Conflicting Ordinances.** That all ordinances or  
91 parts thereof that are in conflict with this ordinance shall be and  
92 the same are hereby rescinded and repealed.

93 **SECTION 5: Severability.** That if any section, sentence, clause  
94 or phrase of this ordinance is held invalid or unconstitutional by  
95 any court of competent jurisdiction, then said holding shall in no  
96 way affect the validity of the remaining portions of this  
97 ordinance.

98 **SECTION 6: Effective Date.** That this ordinance shall take  
99 effect immediately upon its final adoption.

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Relocation of City Coastal Construction  
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100

**APPROVED AS TO FORM AND CORRECTNESS:**

101



102

**FRANK B. GUMMEY, III**

103

**City Attorney**

104

**DATE:**

4/2/13

**Page 4 of 4**

Relocation of City Coastal Construction  
Setback Line - 903 Lazy Sago Lane  
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CITY OF NEW SMYRNA BEACH – DEVELOPMENT SERVICES  
**ZT-1-13: LDR AMENDMENT – 903 LAZY SAGO LANE**  
**CCSL RELOCATION**  
MARCH 4, 2013

---

**Background**

- A. **Applicant:** Ty Harris, Esquire, 420 South Nova Road, Daytona Beach, Florida, 32114, on behalf of:
- B. **Property Owner:** Beckie Doublet, P. O. Box 358, Osteen, Florida, 32764
- C. **Request:** Approval of an amendment to the City's *Land Development Regulations* to relocate the City's Coastal Construction Setback Line (City CCSL) for property located at 903 Lazy Sago Lane, east of 903 South Atlantic Avenue. A Location Map showing the site area is attached as **Exhibit A**. Also attached as **Exhibit B** is a survey sketch, which shows the proposed City CCSL relocation in relation to the specific parcel.

**Findings**

- A. Article VII of the City's *Land Development Regulations* (LDR) contains standards for sites with special characteristics. Included within that Article VII is Section 703 (a copy is provided as **Exhibit C**), which concerns the City Coastal Construction Setback Line (City CCSL) for those properties along the Atlantic Ocean shoreline, and provides regulations for all development occurring eastward of this City CCSL. The original location of the City CCSL was established in 1985 for the purpose of providing a consistent construction setback along the Atlantic Ocean beach and to protect the remaining dune system. Prior to establishment of this City CCSL, buildings could be constructed as close to the beach as desired under City regulations. Historically, only accessory structures such as swimming pools, decks, dune walkovers, and seawalls were allowed to be constructed east of the City CCSL, and then only with City Commission approval. In 2008, the City Commission amended Section 703 to strictly limit any construction east of the City CCSL to dune walkovers and seawalls only. Construction of habitable portions of any structure has always been prohibited east of the City CCSL, since it was established in 1985.
- B. In addition to the City CCSL, the State of Florida maintains a Coastal Construction Control Line (FCCCL), the purpose of which, as stated in Chapter 161.053 of the Florida State Statutes, is as follows:

The Legislature finds and declares that the beaches in this state and the coastal barrier dunes adjacent to such beaches, by their nature, are subject to frequent and severe fluctuations and represent one of the most valuable natural resources of Florida and that it is in the public interest to preserve and protect them from imprudent construction which can jeopardize the stability of the

1 beach-dune system, accelerate erosion, provide inadequate  
2 protection to upland structures, endanger adjacent properties, or  
3 interfere with public beach access. In furtherance of these findings,  
4 it is the intent of the Legislature to provide that the department  
5 establish coastal construction control lines on a county basis along  
6 the sand beaches of the state fronting on the Atlantic Ocean, the  
7 Gulf of Mexico, or the Straits of Florida. Such lines shall be  
8 established so as to define that portion of the beach-dune system  
9 which is subject to severe fluctuations based on a 100-year storm  
10 surge, storm waves, or other predictable weather conditions.  
11 However, the department may establish a segment or segments of  
12 a coastal construction control line further landward than the impact  
13 zone of a 100-year storm surge, provided such segment or  
14 segments do not extend beyond the landward toe of the coastal  
15 barrier dune structure that intercepts the 100-year storm surge.  
16 Such segment or segments shall not be established if adequate  
17 dune protection is provided by a state-approved dune management  
18 plan. Special siting and design considerations shall be necessary  
19 seaward of established coastal construction control lines to ensure  
20 the protection of the beach-dune system, proposed or existing  
21 structures, and adjacent properties and the preservation of public  
22 beach access.

23 This State Coastal Construction Control Line (FCCCL) was established  
24 January 24, 1991, and remains in place today, with any construction  
25 activities proposed east of this FCCCL requiring a separate process of  
26 Florida Department of Environmental Protection (FDEP) permit review and  
27 approval.

28 The predecessor State agency to the FDEP was the Department of  
29 Natural Resources (FDNR), which had previously established the original  
30 State Coastal Construction Setback Line (FCCSL) in 1971. That FCCSL  
31 location and associated regulations were later superseded in 1991 by the  
32 FDEP establishment of the FCCCL.

33 While no longer relevant for State permitting purposes, this 1971 FDNR  
34 FCCSL remains significant because its surveyed location was and  
35 remains a basis of and reference point used for the City CCSL, when the  
36 City established that in 1985. The City CCSL remains dependant on this  
37 previous FDNR CCSL location to identify the City CCSL within many  
38 oceanfront areas of the City, including this 3.5 mile shoreline length from  
39 Flagler Avenue to the south City limits. In accordance with Section 703.02  
40 A. (3), (within **Exhibit C**), the City CCSL is 50' west of the FDNR CCSL  
41 within this area.

- 42 C. The subject parcel is part of the original "Armstrong and Johnson Subdivision",  
43 platted in 1926, with this parcel being Lot 1 of Block 1. The subject lot is  
44 developed, with an existing residence and a separate garage/carport on the  
45 western portion, west of the residence. The lot also has a seawall and retaining

1 walls along the north, south, and east boundaries of the developed lot area, all of  
2 which can be seen on the site plan attached as **Exhibit D**.

3  
4 D. As shown on that exhibit, the existing eastern seawall is located in line and  
5 contiguous with other adjoining seawalls on adjacent properties to the north and  
6 south. The eastern retaining wall is located on top of and in alignment with this  
7 existing seawall, currently extending 5' to 6' above the seawall cap. The northern  
8 and southern retaining walls tie into this east wall and extend from this point west  
9 along the parcel boundary lines for 75' or more. This existing retaining wall  
10 appears to currently be failing and the property owner is now also seeking to  
11 reconstruct this retaining wall in its current location. This retaining wall  
12 reconstruction would be subject to City and State permitting, but is not the  
13 subject of this request.

14  
15 E. The three coastal regulatory lines discussed above – the current City CCSL and  
16 State CCCL and the previous State CCSL – are also shown on that **Exhibit D**  
17 site plan, which displays their relationship to those existing parcel improvements  
18 also described above. From west to east, these regulatory lines are:

- 19 ▪ State CCCL - This line is approximately 25' west of the City CCSL and  
20 between the existing garage/carport and the existing 903 Lazy Sago Lane  
21 residence; all proposed construction activities east of this line are subject  
22 to FDEP review and permitting along with City permitting.
- 23 ▪ City CCSL – This line is defined by Code as being 50' west of the FDNR  
24 CCSL shown on this Exhibit D, and is proposed to be moved from its  
25 current location west of the existing residence to align with the retaining  
26 walls/seawall locations along the north, south, and east in the eastern  
27 portion of the parcel
- 28 ▪ State CCSL – This line serves no active regulatory purpose, having been  
29 superseded by the State CCCL to the west, but is needed to locate the  
30 existing City CCSL 50' to the east.

31  
32 F. Both the previous State CCSL and the City CCSL are also shown on the  
33 **Exhibit B** survey sketch, which indicates the exact dimensions of this  
34 proposed City CCSL relocation. As shown on that survey sketch, this  
35 proposed relocation would move the City CCSL 92' to the east, which  
36 would include the 50' east of the current City CCSL location to the State  
37 CCSL, and another roughly 42' to the existing seawall.

38 G. In addition to this relocated City CCSL proposed on the **Exhibit B** survey  
39 sketch, the applicant's request includes a proposed condition shown on  
40 both the survey sketch and within the proposed legal description on that  
41 exhibit, to be included as part of the proposed zoning text amendment to  
42 allow this request. Specifically, the applicant indicates on that exhibit that  
43 "No habitable portion of the principal structure shall be constructed east of the  
44 (FDNR) CCSL and only accessory structures and/or accessory portions of the  
45 principal structure such as balconies will be allowed between the NSB-CCSL and  
46 (FDNR) CCSL."

1 This stipulation would be a voluntary condition of approval that the applicant has  
2 offered. This condition would move that area currently permitted to contain a  
3 habitable structure 50' to the east, and would make the existing residential  
4 structure conform to the City CCSL regulations.  
5

6 H. The practical effects of this proposed City CCSL relocation on the existing site  
7 improvements are graphically shown on the **Exhibit D** site plan. This request  
8 would relocate the existing CCSL from its current location in the middle of an  
9 elevated deck attached on the west side of the existing residence to proposed  
10 new locations, along the north, south, and east boundaries of the existing  
11 seawall/retaining walls. These existing and proposed City CCSL locations have  
12 also been depicted on aerial photographs of the subject and surrounding  
13 properties, as **Exhibit E** and **Exhibit F** respectively.  
14

15 I. According to information provided on the Volusia County Property Appraiser  
16 (VCPA) website, the existing residential structure shown on the **Exhibit D** site  
17 plan and the aerial exhibits was constructed in 1951, well before either the City  
18 CCSL or the State CCCL and CCSL were established. This VCPA website also  
19 indicates that the carport shown on these exhibits was constructed in 1978, and  
20 connected storage buildings were constructed in 1993. The seawall that is  
21 requested to be the alignment for the proposed CCSL relocation is also noted as  
22 having been constructed in 1993.  
23

24 J. While the Volusia County Property Appraiser's website indicates the original  
25 residential structure was constructed in 1951, it also indicates a varied history for  
26 that structure, including extensive damage from the 2004 hurricane season and  
27 its conversion from a duplex to a single family residence, with permits for this  
28 rehabilitation of the original 1951 structure issued in 2012.  
29

30 K. The property is zoned B-4(4) – Ocean Commercial District (maximum four story  
31 height). The minimum B-4 lot size is 50 feet wide by 100 feet deep, and the  
32 subject lot meets that minimum criteria. The existing single family residential use  
33 is not a permitted use under this current B-4 zoning, and thus this use is  
34 considered non-conforming. Accordingly, per Section 505 of the LDR, no  
35 enlargement of the existing single family structure footprint would be permitted.  
36

37 L. As mentioned, neighboring properties to the north and south share the same  
38 common seawall alignment within their eastern areas, and can be seen on  
39 **Exhibits E** and **F**. The property to the north is currently undeveloped, and was  
40 previously used for a single family residence. That property was recently  
41 purchased by the County of Volusia through their ECHO program, and is  
42 proposed to be developed under a joint City/County partnership to provide off-  
43 beach parking and associated facilities. Any future development of this northern  
44 property for this public off-beach parking area would be in concurrence with the  
45 existing CCSL location, and any proposed associated habitable structures, such  
46 as restrooms, etc., would be limited to a minimum of 50' west of the applicant's  
47 current requested CCSL modification. The neighboring property to the south is  
48 also undeveloped, and at its 50' width and under its current zoning would allow  
49 for one single family residence.

- 1 M. As opposed to typical site specific zoning requests, such as a variance, special  
2 exception, etc., there are no required and/or defined criteria listed in the LDR to  
3 evaluate this request. In addition, the applicant and representatives have not  
4 submitted a letter or any other documentation describing this request and/or  
5 providing reasons for this proposed amendment, as typically occurs. Accordingly,  
6 staff and reviewing commissions are left to evaluate this request solely on the  
7 anticipated practical effects and impacts of this request.  
8
- 9 N. In its current situation, the existing residence is both a non-conforming use and a  
10 non-conforming structure, under the current CCSL and its current B-4(4) zoning.  
11 The existing residence was built in 1951, before the establishment of any State  
12 or City CCSL or CCSL. This structure appears to have had a varied history after  
13 that, including extensive damage from the 2004 hurricane season, condemnation  
14 of the structure by the City in 2008 after lack of repairs, and subsequent permits  
15 for rehabilitation issued by the City in 2009 and 2012, with an existing  
16 surrounding seawall reported to have been constructed in 1993.  
17
- 18 O. In order for this existing structure, which was recently renovated under City  
19 permits, to conform to the City CCSL, the only two means of relief are to apply for  
20 a text amendment to relocate the CCSL, or to amend Article VII of the LDR which  
21 specifies and limits the types of structures that can be located east of the CCSL.  
22 This requested amendment would be limited to the subject property only, and  
23 even more so by the voluntary condition to the existing structure footprint, and  
24 would have less impact city-wide than amending the LDR to allow additional  
25 habitable structures east of the CCSL along the entire oceanfront.  
26
- 27 P. The subject property and others adjacent are protected by an existing seawall.  
28 Should the City CCSL be relocated as requested, no development could occur  
29 outside of the area already developed and no dunes or natural vegetation would  
30 be disturbed or damaged. No new public infrastructure would be required to  
31 serve the site, if the CCSL were to be relocated. Therefore, staff asserts that the  
32 intent of the Coastal Construction Setback Line would still be maintained if the  
33 CCSL were relocated for this particular area of the City.  
34
- 35 Q. The City's *Comprehensive Plan* addresses the issue of construction on  
36 environmentally sensitive lands and along the ocean. The relevant goals,  
37 objectives and policies are listed below.  
38
- 39 • **Coastal Management Element, Goal 1, Objective 1, Policy g:** New Smyrna  
40 Beach will support and sponsor the plan prepared by the county for estuarine  
41 and oceanfront shoreline habitat reclamation. Projects target identified shorelines  
42 where reclamation and/or restoration is required to offset impacts from existing  
43 upland development, including stormwater discharges, bulk heading, dumping,  
44 and land clearing. Reclamation will include, but not be limited to:
    - 45 i. Removing debris and toxic materials.
    - 46 ii. Stabilizing shorelines.
    - 47 iii. Creating wetland habitat such as mangrove and salt marsh.
    - 48 iv. Dune restoration.
    - 49 v. Relocating or eliminating stormwater / domestic waste and effluent.

- 1 vi. Maintenance of stormwater facilities and retrofitting where needed.
- 2 • **Coastal Management Element, Goal 1, Objective 1, Policy m:** Continue to
- 3 enforce the City adopted beachfront lighting restrictions, as they relate to sea
- 4 turtle nesting.
- 5 • **Coastal Management Element, Goal 2, Objective 1, Policy f:** Prior to 2015,
- 6 New Smyrna Beach shall undertake a zoning evaluation program to identify,
- 7 review, and prepare recommendations for lands zoned for development, which
- 8 are inconsistent or incompatible with the protection or conservation of coastal
- 9 resources.
- 10 • **Coastal Management Element, Goal 4:** Protect, enhance and restore the
- 11 functioning of the beach and dune systems, and prohibit development activities
- 12 that would damage or destroy such systems.
- 13 • **Coastal Management Element, Goal 4, Objective 1, Policy f:** Structural
- 14 development along beaches fronting the Atlantic Ocean shall enhance and not
- 15 further degrade the coastal beach and dune system.
- 16 • **Coastal Management Element, Goal 5:** Lessen the impact of a destructive
- 17 storm on human life, property, public facilities, and natural resources.
- 18 • **Coastal Management Element, Goal 5, Objective 1, Policy b:** Assess the
- 19 impact of new development on the hurricane evacuation network to ensure it will
- 20 not increase clearance time for evacuation of the population in the Hurricane
- 21 Vulnerability Zone above 6 hours.
- 22 • **Coastal Management Element, Goal 7, Objective 1, Policy a:** Development or
- 23 redevelopment within the coastal areas shall have public services and facilities
- 24 available concurrent with the impacts of development.

25  
26 R. The Goals, Objectives and Policies listed in the *Comprehensive Plan* are  
27 primarily directed towards new development on vacant, environmentally sensitive  
28 lands. This proposed amendment would only affect property that is currently  
29 developed, for the single family residence and accessory structures now within  
30 the 903 Lazy Sago Lane property, and already protected by an existing seawall.  
31 Additional traffic would not be generated, as the property is already developed  
32 with a single family residence primary use. Public services and facilities are  
33 already serving the site.

34  
35  
36 **Recommendation**

37 Staff recommends **approval** of the proposed changes to the City's *Land Development*  
38 *Regulations*, as shown below (~~strikethroughs~~ are deletions and underlines are  
39 additions).

40  
41 **ARTICLE VII**  
42 **STANDARDS FOR SITES WITH SPECIAL CHARACTERISTICS**

43  
44 \*\*\*

45  
46 703.02 Development Seaward of the City's Coastal Construction Setback Line (CCSL)

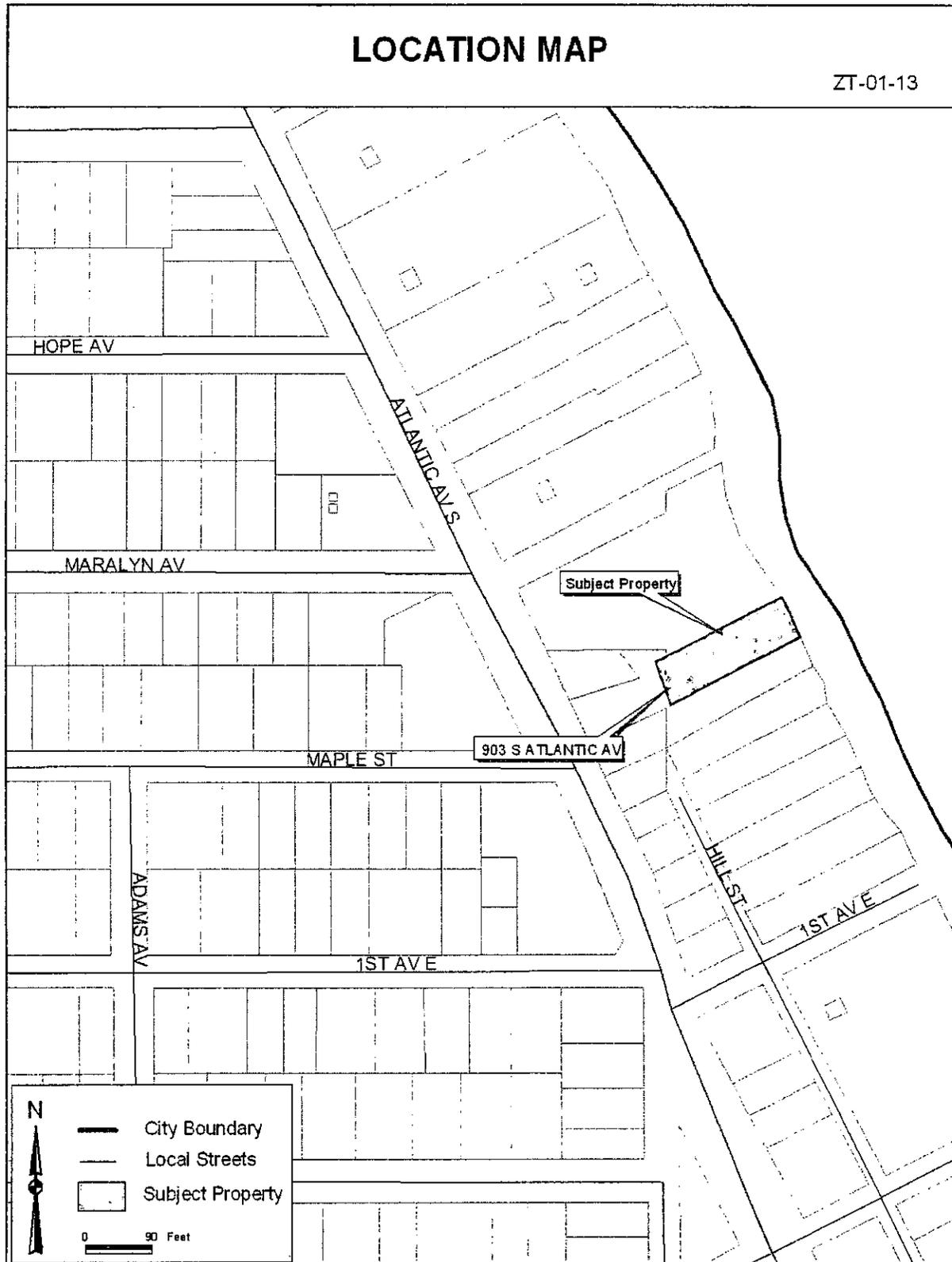
47  
48 A. Location of City's Coastal Construction Setback Line (CCSL).

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(3) Between the centerline of Flagler Avenue and the south corporate limit, the City Construction Setback Line (CCSL) shall be 50 feet west of the Department of Environmental Protection (DEP) Coastal Construction Control Line (CCCL) as it existed prior to January 24, 1991, except as follows:

i. For a Point of Beginning, Commence at the northwesterly corner of Lot 1, Block "1", Armstrong & Johnson Subdivision, according to the map or plat thereof, recorded in Map Book 8, Page 92 of the Public Records of Volusia County, Florida; thence North 63° 23' 37" East, along the northerly line of said Lot 1, a distance of 72.13 feet to the intersection of the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 12-01 and for the Point of Beginning; thence continue North 63° 23' 37" East, along said northerly line of Lot 1 and the easterly prolongation thereof, a distance of 92.32 feet; thence South 27° 19' 47" East, a distance of 49.94 feet to the easterly prolongation of the southerly line of said Lot 1; thence South 63° 21' 32" West, along said easterly prolongation of the southerly line of Lot 1 and along the southerly line of said Lot 1, a distance of 92.18 feet to the intersection of said City of New Smyrna Beach Coastal Construction Setback Line and for the Point of Termination. No habitable portion of the principal structure shall be constructed east of the CCSL and only accessory structures and/or accessory portions of the principal structure such as balconies will be allowed between the NSB-CCSL and CCSL.

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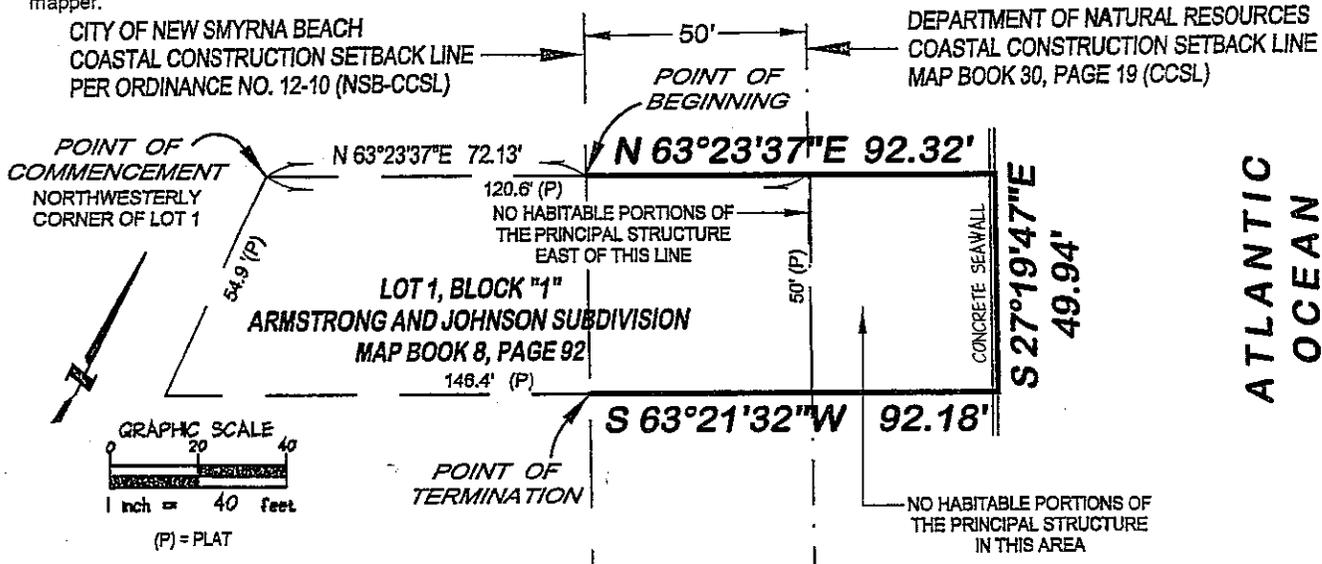
4  
5

**SKETCH OF DESCRIPTION OF  
 TEXT TO BE INSERTED AS A REVISION TO THE CITY OF NEW SMYRNA BEACH  
 COASTAL CONSTRUCTION SETBACK LINE PER ORDINANCE NO. 12-01  
 (NOT A SURVEY)**

Commence at the northwesterly corner of Lot 1, Block "1", Armstrong & Johnson Subdivision, according to the map or plat thereof, recorded in Map Book 8, Page 92 of the Public Records of Volusia County, Florida; thence North 63° 23' 37" East, along the northerly line of said Lot 1, a distance of 72.13 feet to the intersection of the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 12-01 and for the Point of Beginning; thence continue North 63° 23' 37" East, along said northerly line of Lot 1 and the easterly prolongation thereof, a distance of 92.32 feet; thence South 27° 19' 47" East, a distance of 49.94 feet to the easterly prolongation of the southerly line of said Lot 1; thence South 63° 21' 32" West, along said easterly prolongation of the southerly line of Lot 1 and along the southerly line of said Lot 1, a distance of 92.18 feet to the intersection of said City of New Smyrna Beach Coastal Construction Setback Line and for the Point of Termination. No habitable portion of the principal structure shall be constructed east of the CCSL and only accessory structures and/or accessory portions of the principal structure such as balconies will be allowed between the NSB-CCSL and CCSL.

**REPORT:**

1. Description prepared by the undersigned at the request of the client.
2. Bearings refer to Department of Natural Resources (DNR) Coastal Construction Control Line, Map Book 30, Page 20, dated 01/24/91, Public Records of Volusia County, Florida and based on the calculated direction between DNR monument A-21-2 (Northing 1,702,908.893, Easting 537,072.754) and A-23 (Northing 1,710,679.680, Easting 533,152.454) as being North 26° 46' 14" West. The published coordinates listed above are based on the Florida State Plane Coordinate System - East Zone (1927 Adjustment).
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. This sketch of description and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
5. This sketch of description and report is subject to any facts that may be disclosed by a full and accurate title search.
6. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
7. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
8. This sketch is not an actual Boundary Survey.
9. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
10. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



DATE PREPARED: 01/07/2013

I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information and belief as prepared under my supervision on the dates shown thereon. I further certify that this sketch of description meets the minimum technical standards set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

Signed: Jeffrey W. Cory  
 Jeffrey W. Cory  
 Professional Surveyor and Mapper License Number 4139

Seal:

Daniel W. Cory Surveyor, LLC  
 Certificate of Authorization Number LB 7883  
 300 Canal Street  
 New Smyrna Beach, Florida 32169  
 (386) 427-9575

FILE # 2042  
 Work Order #13-01-004  
 Lot 1, Block "1"  
 Armstrong & Johnson Subdivision  
 Map Book 8, Page 92

Section 703

703.00 Development in the Coastal Area

[Ord. No. 12-01]

703.01 Construction Standards

All development or redevelopment proposed on land within the coastal area shall be in accordance with Article X, Coastal Construction, Code Sections 10-320 through 10-324 as amended, City Code of Ordinances. [Revised 4-25-01]

703.02 Development Seaward of the City's Coastal Construction Setback Line (CCSL).

A. Location of City's Coastal Construction Setback Line (CCSL).

(1) Between the north corporate limit and the centerline of Crawford Road, the City's Coastal Construction Setback Line (CCSL) shall be 50 feet west of the Department of Environmental Protection (DEP) Coastal Construction Control Line (CCCL) as it existed prior to January 24, 1991, except as follows:

(a) The City's Coastal Construction Setback Line (CCSL) shall move eastward of Department of Environmental Protection Coastal Construction Control Line (CCCL) from the Point of Beginning and Point of Termination in the following manner: from a Point of Beginning, commence at the intersection of the southwesterly prolongation of the northwesterly line of Lot 4, Block 5, Boardwalk Subdivision, Coronado Beach, according to the map or plat thereof as recorded in Plat Book 8, Page 114, Public Records of Volusia County, Florida and the Department of Natural Resources Coastal Construction Setback Line as recorded in Map Book 30, Page 19, Public Records of Volusia Count, Florida; thence northeasterly along said prolongation of said northwesterly line, a distance of 61.61 feet; thence southerly, a distance of 50.26 feet to a point on the southeasterly line of said Lot 4, said point being 46.74 feet from the monumented southwesterly corner of said Lot 4 as measured along the southeasterly line of said Lot 4; thence southwesterly, a distance of 57.20 feet and along said southeasterly line of Lot 4 to said Department of Natural Resources Coastal Construction Setback Line for the Point of Termination. **Ord. #25-04**

(b) The City's Coastal Construction Setback Line (CCSL) shall move eastward of Department of Environmental Protection Coastal Construction Control Line (CCCL) from the Point of Beginning and Point of Termination in the following manner: From the Point of Beginning, commence at the intersection of the westerly prolongation of the northerly line of Lot 10, Block 5, Map of "The Boardwalk" Subdivision, according to the map or plat thereof, as

(Exhibit C, Cont'd)

1 recorded in Map Book 8, Page 114, of the Public Records of Volusia  
2 County, Florida and the City of New Smyrna Beach Coastal  
3 Construction Setback Line per City of New Smyrna Beach  
4 Ordinance No. 12-01, dated 04/02/01, said City of New Smyrna  
5 Beach Coastal Construction Setback Line lies 50 feet westerly of the  
6 Department of Natural Resources Coastal Construction Setback Line  
7 as recorded in Map Book 30, Page 19, Public Records of Volusia  
8 County, Florida; thence North 63° 27' 59" East, along said westerly  
9 prolongation of the northerly line of Lot 10 and along said northerly  
10 line of Lot 10, a distance of 148.07 feet; thence South 26° 18' 57"  
11 East, a distance of 50.00 feet to the southerly line of said Lot 10;  
12 thence South 63° 27' 59" West, along said southerly line of Lot 10  
13 and its westerly prolongation, a distance of 147.04 feet to said New  
14 Smyrna Beach Coastal Construction Setback Line for the Point of  
15 Termination. **Ord. #18-10**

16  
17 (c) For a Point of Beginning, commence at the intersection of the  
18 City of New Smyrna Beach Coastal Construction Setback Line per  
19 Ordinance No. 12-01 and the westerly prolongation of the southerly  
20 line of Lot 3, Block 5, Map of Resubdivision of "THE  
21 BOARDWALK" SUBDIVISION, according to the plat thereof as  
22 recorded in Map Book 8, Page 114 of the Public Records of Volusia  
23 County, Florida; thence North 63° 27' 59" East, along said westerly  
24 prolongation and along said southerly line of Lot 3, a distance of  
25 101.37 feet; thence North 22° 29' 04" West, a distance of 50.04 feet  
26 to the northerly line of said Lot 3; thence South 63° 27' 59" West,  
27 along said northerly line of Lot 3 and along the westerly  
28 prolongation of said northerly line of Lot 3, a distance of 105.75 feet  
29 to said City of New Smyrna Beach Coastal Construction Setback  
30 Line and for the Point of Termination. **Ord. #20-11**

- 31  
32 (2) Between the centerline of Crawford Road and the centerline of Flagler  
33 Avenue, the City's Coastal Construction Setback Line (CCSL) shall be the  
34 same as the Department of Environmental Protection (DEP) Coastal  
35 Construction Control Line (CCCL) as it existed prior to January 24, 1991,  
36 except, City's Coastal Construction Setback Line (CCSL) shall move  
37 eastward of Department of Environmental Protection Coastal Construction  
38 Control Line (CCCL) from the Point of Beginning and Point of  
39 Termination in the following manner: from a Point of Beginning,  
40 commence at the intersection of the north line of Esther Street, a 15 foot  
41 right of way as shown on map recorded in Map Book 11, Page 210, Public  
42 Records of Volusia County, Florida and the Department of Natural  
43 Resources Coastal Construction Setback Line as recorded in Map Book 30,  
44 Page 19, Public Records of Volusia County, Florida; thence N 04° 46' 32"  
45 W, a distance of 64.90 feet; thence N 32° 44' 36" W, a distance of 18.07

(Exhibit C, Cont'd)

1 feet to the north line of said Lot 113; thence S 90° 00' 00" W, along said  
2 north line of Lot 113, a distance of 26.08 feet to said Department of Natural  
3 Resources Coastal Construction Setback Line and for the Point of  
4 Termination.

- 5  
6 (3) Between the centerline of Flagler Avenue and the south corporate limit, the  
7 City Construction Setback Line (CCSL) shall be 50 feet west of the  
8 Department of Environmental Protection (DEP) Coastal Construction  
9 Control Line (CCCL) as it existed prior to January 24, 1991.

10  
11 B. Structures Prohibited with New Development

12  
13 The following structures shall be prohibited seaward of the City's Coastal  
14 Construction Setback Line (CCSL) on properties proposed for new development.  
15 The word seaward shall mean that area of land between the City's Coastal  
16 Construction Setback Line and the Atlantic Ocean. **Ord. #41-08**

- 17  
18 (1) Any portion of a principal building whether habitable or non-habitable,  
19 including but not limited to porches, balconies, roof overhangs and other  
20 projections from the building. **Ord. #41-08**

- 21  
22 (2) Any accessory structure, except dune walkovers and seawalls. **Ord. #41-08**

- 23  
24 (3) Any hardscape features including, but not limited to pavers, planters and  
25 playground equipment. Dune enhancement projects and soft erosion  
26 control techniques shall be exempt from the prohibition. **Ord. #41-08**

27  
28 Dune walkovers shall be allowed subject to the conditions of section 703.02C.  
29 Seawalls shall be allowed subject to the conditions of section 703.02D. **Ord. #41-  
30 08**

31  
32 As an exception public facilities, including but not limited to public  
33 restrooms and pavilions, life guard towers and beach related office  
34 facilities, park facilities, beach related appurtenances, beach ramps and  
35 other public uses are allowed. **Ord. #41-08**

36  
37 C. Currently Developed Properties

38  
39 Properties developed as of the date of this amendment shall be allowed to rebuild principal  
40 and accessory structures according to the policies outlined in subsection I. below.  
41 Property owners will be required to obtain City Commission approval prior to rebuilding.  
42 **Ord. #41-08**

43  
44 D. Requirements for Construction Approval.

**(Exhibit C, Cont'd)**

1 All allowed development seaward of the City's Coastal Construction Setback Line shall  
2 require approval by the City Commission and the written approval of construction  
3 specifications by the City Engineer. If the development is seaward of the Department of  
4 Environmental Protection Coastal Construction Control Line, then a Department of  
5 Environmental Protection permit and Department of Environmental Protection written  
6 approval of the construction specifications is also required prior to construction.

7  
8 Fences four feet in height or less shall be allowed to encompass the area  
9 surrounding the perimeter of the pool and decking when required by the Florida  
10 Building Code to address life safety concerns. City commission approval shall not  
11 be required provided the fence does not exceed the height or setback requirements  
12 for fences on atypical lots.

13 **Ord. #55-10**

14  
15 (1) Criteria for City Commission Approval

16  
17 The City Commission may approve a request for construction, erection, installation, or  
18 placement of allowed construction upon determining the request meets all of the  
19 following criteria: **Ord. #41-08**

20  
21 (a) The request is both the minimum required distance  
22 seaward of the City's Coastal Construction Setback Line and the  
23 minimum required height that is reasonably and customarily  
24 necessary to accommodate the proposed construction.

25  
26 (b) Adequate land does not exist landward of the City's  
27 Coastal Construction Setback Line to allow the reasonable, normal  
28 and customary use and accessory uses of the property (as compared  
29 to other properties in the neighborhood) without building seaward of  
30 the line.

31  
32 (c) The proposed construction does not cause a substantial  
33 adverse effect on functionality of the existing dune system either as a  
34 habitat for native species of animals and plants; or, as a tidal barrier.

35  
36 (d) The proposed construction is located behind any  
37 existing seawall or tidal armoring (excluding dune walkovers, new  
38 sea walls, other tidal armoring and similar structures that by function  
39 must be constructed in front of existing seawalls and tidal armoring).

40  
41 (e) Walkovers shall be constructed in a manner that  
42 minimizes short-term disturbance to the dune system and existing  
43 vegetation. The walkover shall be posted with signs containing  
44 information including the laws concerning the prohibition of  
45 disturbing sea turtle nests, dates indicating sea turtle nesting season

(Exhibit C, Cont'd)

and prohibition against disturbing state protected vegetation and dunes. **Ord. #41-08**

(f) Replacement of any vegetation destroyed during construction of the walkover with similar plants suitable for beach / dune stabilization is required. Replanting must be accomplished with native coastal vegetation suitable for beach and dune stabilization in accordance with the list of acceptable plants approved by the County of Volusia, and included as Table 1, below and must be watered continuously for a minimum of 45 days. A dune restoration plan must be included with the request for City Commission approval to construct the walkover. A copy of the dune restoration plan approved by the City Commission must also be included with the building permit application. All dune plantings must be completed within 60 days after construction of the dune walkover is completed. **Ord. #41-08**

(g) Walkovers constructed across vegetated dunes or over vegetated beach berms shall be pile-supported and elevated above the vegetation and dune system. **Ord. #41-08**

(h) All walkovers shall be designed to protect the Volusia County conservation zone, natural areas, and beach habitat from construction impacts and long-term pedestrian impacts. **Ord. #41-08**

(i) All new or replaced walkovers shall be constructed in accordance with the FDEP regulations, which mandate the preservation and restoration of the associated dune system. **Ord. #41-08**

TABLE 1: NATIVE COASTAL VEGETATION FOR DUNE REPLANTINGS

<b>SHRUBS</b>			
Chrysobalanus icaco	Green cocoplum	Myrcianthes fragrans	Simpson stopper
Croton punctatus	Beach croton	Serenoa repens	Saw palmetto
Dodonaea viscosa	Varnish leaf	Sophora tomentosa	Necklace pod
Erythrina herbacea	Coral bean	Suriana maritima	Bay cedar
Forestiera segregata	Florida privet	Yucca aloifolia	Spanish bayonet
<b>GROUNDCOVERS</b>			
Alternanthera flavescens	Yellow joyweed	Licania michauxli	Gopher apple
Alternanthera maritima	Beach chaff-flower	Muhlenbergia capillaris	Muhly grass
Ambrosia hispida	Coastal ragweed	Opuntia humifusa	Prickly-pear cactus
Blutaparon vermiculare	Samphire	Opuntia stricta	Prickly-pear cactus
Chamaesyce spp.	Dune spurge	Panicum amarum	Bitter panic grass
Distichlis spicata	Saltgrass	Paspalum vaginatum	Seashore paspalum

(Exhibit C, Cont'd)

Ernodia littoralis	Golden creeper	Calicornia spp.	Glasswort
Hymenocallis latifolia	Spider lily	Sesuvium portulacastrum	Sea purslane
Ipomoea imperati	Beach morning glory	Spartina patens	Saltmeadow cordgrass
Ipomoea pescaprae	Railroad vine	Sporobolus virginicus	Seashore dropsees
Iva imbricata	Beach elder	Uniola paniculata	Sea oats
<b>VINES</b>			
Canavalia rosea	Beach bean	Passiflora incarnatay	Purple passionflower
Echites umbelleta	Devil's potato	Passiflora suberosa	Corksystem
Ipomoea spp.	Morning glory	Pentalinon luteum	Wild allamanda
<b>WILDFLOWERS</b>			
Borrichia spp.	Sea oxeye daisy	Helianthus debilis	Dune sunflower
Chamaecrista spp.	Partridge pea	Ipomopsis rubra	Standing cypress
Eustoma exaltatum	Seaside gentian	Monarda punctate	Dotted horsemint
Gaillardia pulchella	Blanket flower	Oenothera humifusa	Seaside evening primrose
Glandularia maritima	Beach verbena	Salvia coccinea	Tropical sage

**Ord. #41-08**

The City Commission shall deny the request if one or more of the aforementioned criteria is not met.

**E. Construction of Seawalls**

The construction of seawalls seaward of the City's Coastal Construction Setback Line may be permitted by the City Commission provided the following conditions are met:

(1) The proposed seawall will fill in an existing gap of less than two hundred (200) feet between existing seawalls or is an emergency event required to protect public health and safety.

(2) The height of the proposed seawall shall not exceed the greater of the following:

(a) The highest point of the existing grade within twenty-five (25) feet of the proposed seawall location; or

(b) The average height of the two nearest seawalls to the proposed seawall location.

**F. Soft Erosion Control Techniques (Dune Enhancement).**

Soft erosion control techniques (dune enhancement) such as erection of sand fences, planting of sea oats, and the placement of compatible sand fill may be

(Exhibit C, Cont'd)

1 allowed seaward of the City's Coastal Construction Setback Line (CCSL), without  
2 City Commission approval, provided the following regulations are met:

- 3  
4 (1) The erosion control is not greater than 20 feet from the toe of an existing  
5 dune, except a sand fence can be no greater than one foot from the toe of  
6 the dune;  
7  
8 (2) The erosion control will not disrupt traffic flow on the beach;  
9  
10 (3) No persons are allowed within the erosion control area (except a person  
11 preparing or maintaining the erosion control area);  
12  
13 (4) A certificate of zoning and a City permit are issued prior to proceeding with  
14 erosion control; and  
15  
16 (5) A Department of Environmental Protection permit is provided if the  
17 activity is seaward of the Coastal Construction Control Line.  
18

19 G. Excavation of the Dunes, Removal of Dune Vegetation or Any Disruption of the  
20 Natural Environment.

- 21  
22 (1) No excavation of the dunes, removal of dune vegetation or any disruption  
23 of the natural environment shall be allowed seaward of the City's Coastal  
24 Construction Setback Line (CCSL) except as indicated herein.  
25  
26 (2) Any person engaging in construction or development activity landward of  
27 the City's Coastal Construction Setback Line that is likely to impact, or has  
28 impacted upon, the natural dune environment seaward of the City's Coastal  
29 Construction Setback Line shall be required to mitigate, fix, repair and  
30 restore, as the need may be, to prevent and correct any damage to the  
31 functionality of the natural dune system either as a habitat for native species  
32 of animals and plants; or, as a tidal barrier.  
33  
34 (3) Prior to commencing any construction activity near a dune system, a  
35 dune restoration plan, which must be prepared by a qualified professional,  
36 must be submitted and approved by the City.  
37  
38 (4) Following construction, any damage to the natural dune environment  
39 must be repaired according to the approved restoration plan.  
40

41 H. Public Hearings Requirement to Approve Construction Seaward of the City's  
42 Coastal Construction Control Line. (Ord. 92-95)

43  
44 The City Commission shall conduct a quasi-judicial hearing on any request to  
45 build seaward of the City's Coastal Construction Setback Line (CCSL) in

(Exhibit C, Cont'd)

1 accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So. 2d 469 (Fla.  
2 1993). Said quasi-judicial public hearing shall be conducted in a manner to insure  
3 that all parties are provided notice of the proceedings, an opportunity to be heard,  
4 an opportunity to present evidence, an opportunity to cross-examine witnesses,  
5 and to be informed of all the facts upon which the Commission's decision is based.  
6 Ex parte communications between the parties and members of the City  
7 Commission must be disclosed in accordance with the City's ex parte  
8 communication Ordinance No. 75-95. The City Clerk shall notify the neighboring  
9 property owners by mailing a copy of the notice of the time and place of the public  
10 hearing on the request to build seaward of the City's Coastal Construction Setback  
11 Line (CCSL) to neighboring property owners within a 150 foot radius of the  
12 property seeking approval to construct seaward of the City's Coastal Construction  
13 Setback Line (CCSL) at his or her last-known address. The names and addresses  
14 of such property owners shall be obtained by the applicant from the records of the  
15 property appraiser. The 150-foot radius shall be measured from the corners where  
16 the property fronts on a public street. Notice shall only be given to entities or  
17 public agencies having a title interest in property. Proof of such mailing shall be  
18 made by affidavit of the City Clerk.

19  
20 I. Coastal Construction Rebuild Policy After a Hurricane, Tornado, Flood or Fire.

[Ord. No. 7-98]

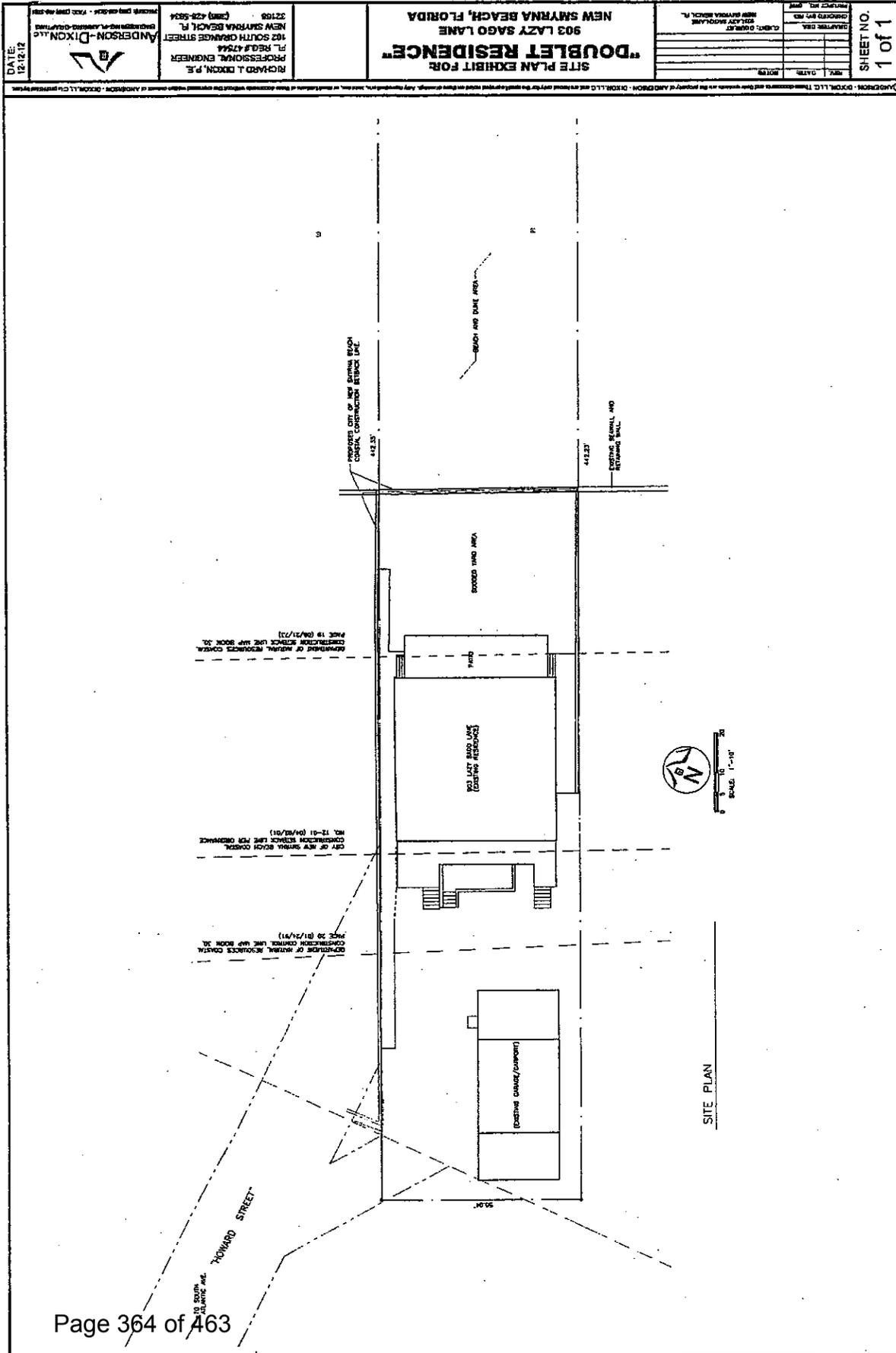
21  
22 (1) Notwithstanding contrary provisions contained in the Land Development  
23 Regulations and other building ordinances, a primary or accessory structure  
24 damaged by a hurricane, northeastern storm, tornado, flood, fire or other  
25 disaster that as the result of such an event sustains total damage less than  
26 fifty percent (50%) of the primary or accessory structure's replacement cost  
27 at the time of damage may be rebuilt to its original condition, subject only  
28 to current building regulations and life-safety codes.

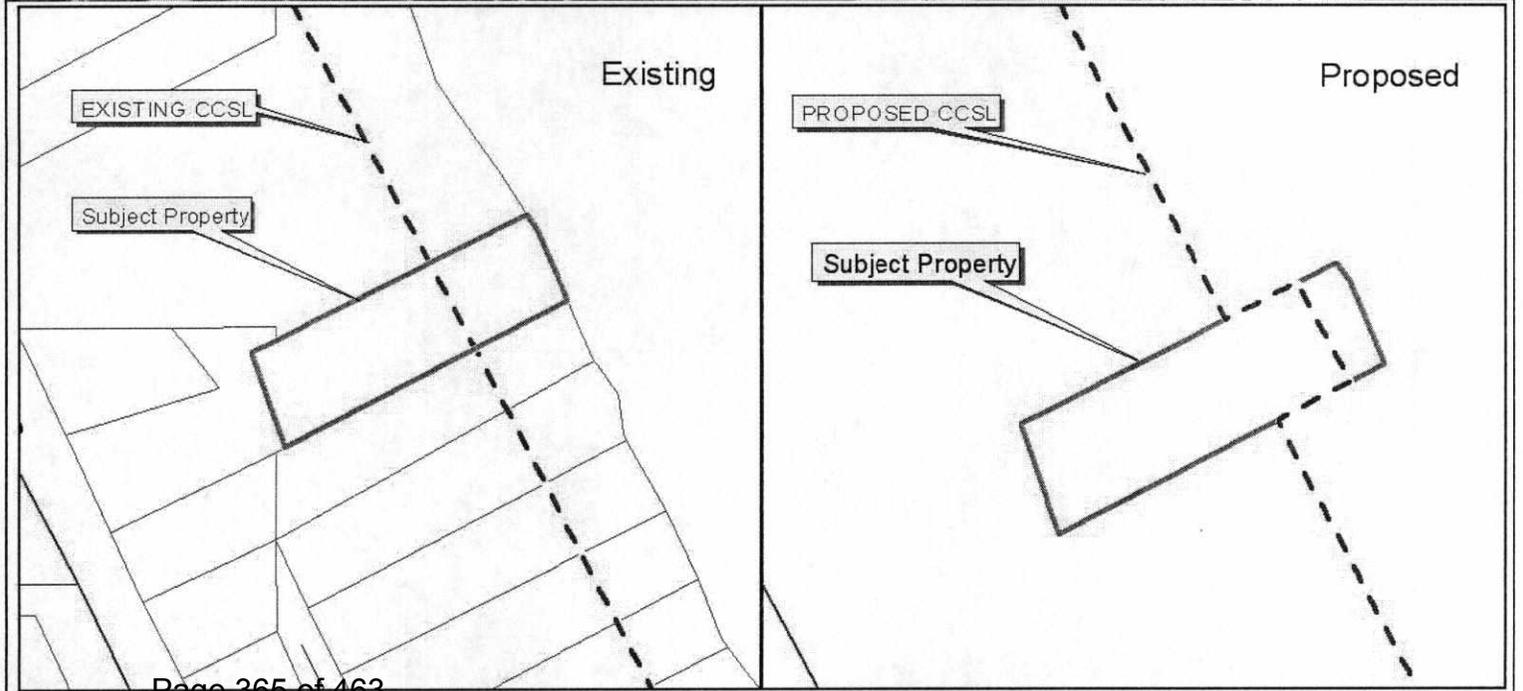
29  
30 (2) Notwithstanding contrary provisions contained in the Land Development  
31 Regulations and other building ordinances, a primary structure damaged by  
32 a hurricane, tornado, flood or fire that as the result of such an event sustains  
33 total damage more than fifty percent (50%) of the primary structure's  
34 replacement cost at the time of damage may be rebuilt to the same square  
35 footage and density it had immediately prior to the event, provided that said  
36 rebuild otherwise complies with all applicable:

- 37  
38 Federal requirements for elevation above the 100-year flood level;  
39 building code requirements for flood-proofing;  
40 current building and life-safety codes;  
41 State Coastal Construction Control Lines;  
42 all required City zoning or other development regulations (other than  
43 density or intensity); and  
44 any and all other county, state and federal laws and regulations to  
45 which the structure is subject.

- 1  
2 (3) Actual uses, densities, intensities and compliance with regulations in effect  
3 at the time of construction may be documented through such means as  
4 photographs, diagrams, plans, affidavits, permits, appraisals and tax  
5 records. The property owner shall have the burden of proof as required in  
6 civil actions in Florida courts to establish that he or she is entitled to rebuild  
7 in accordance with 1 and 2 above.  
8  
9 (4) In the event that deterioration through time or a disaster destroys any  
10 accessory structure east of the Coastal Construction Setback Line (CCSL)  
11 which received a certificate of occupancy prior to 6-10-08 by more than  
12 fifty percent (50%) of the structure's replacement cost, the property owner  
13 may reconstruct a similar structure if the following conditions are met:  
14 **Ord. #41-08**  
15  
16 (a) The structure must be no larger in area or volume or further east of the CCSL than  
17 the structure it replaces. **Ord. #41-08**  
18  
19 (b) The structure is placed as westerly as practicable and provide for  
20 protecting the beach and dunes from storm water runoff and  
21 restoring the remaining natural dune system with sand and dune  
22 vegetation. **Ord. #41-08**  
23  
24 (c) The structure is located on property clearly owned by the upland  
25 entity seeking approval for the structure, as evidenced by an  
26 attorney's opinion of title, or a license agreement to use the land is  
27 approved by the City.  
28 **Ord. #41-08**  
29  
30 (d) All local and non-local permits are obtained to reconstruct the  
31 structure.  
32 **Ord. #41-08**  
33  
34 (e) All non-CCSL setbacks existing at the time the structure is replaced  
35 must be met. **Ord. #41-08**  
36  
37 (f) Any other regulations within the respective zoning district and LDR  
38 must be met. **Ord. #41-08**

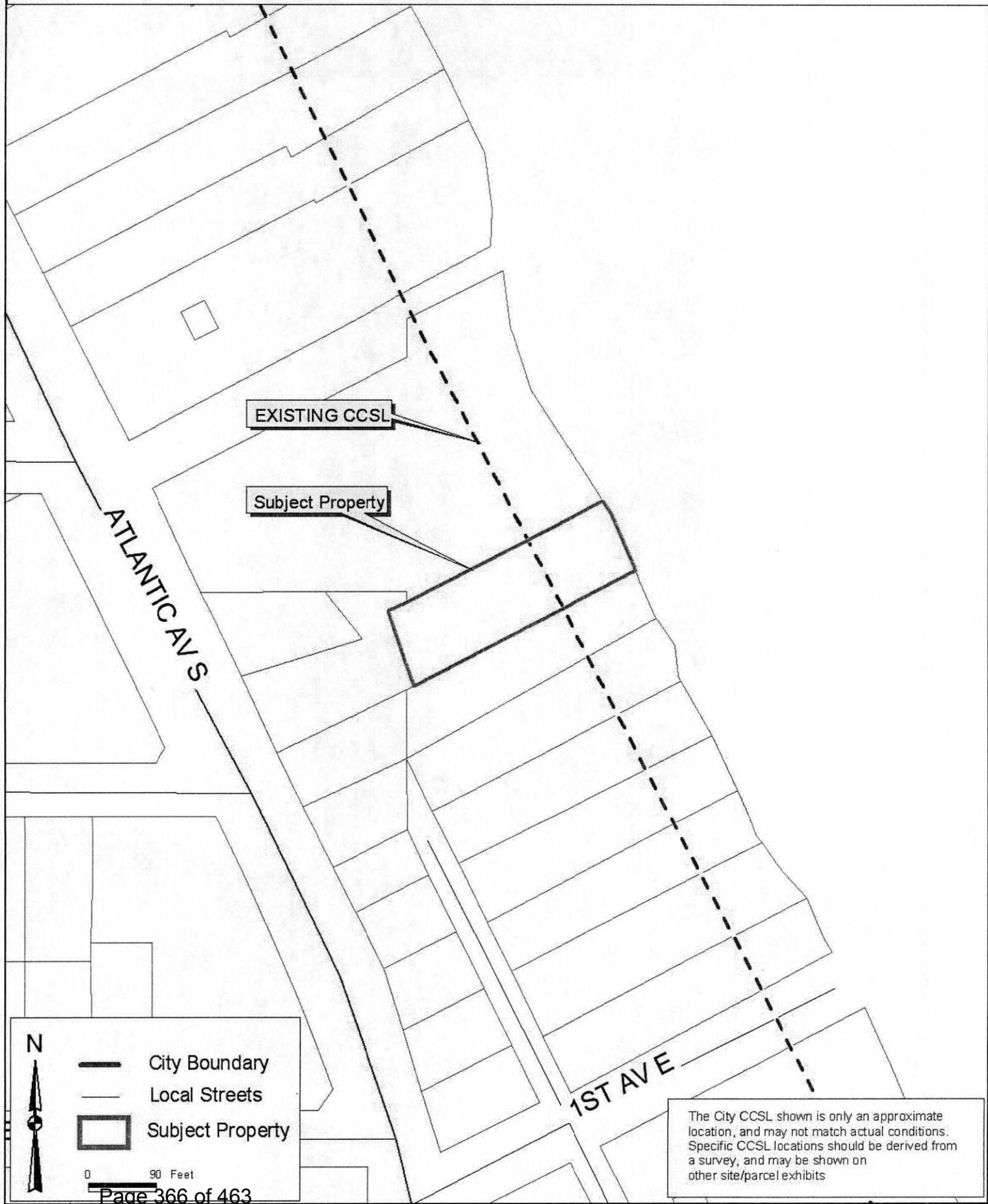
SITE PLAN





# EXISTING CCSL

ZT-01-13



EXISTING CCSL

Subject Property

ATLANTIC AV S

1ST AVE

N

- City Boundary
- Local Streets
- Subject Property

0 90 Feet

The City CCSL shown is only an approximate location, and may not match actual conditions. Specific CCSL locations should be derived from a survey, and may be shown on other site/parcel exhibits

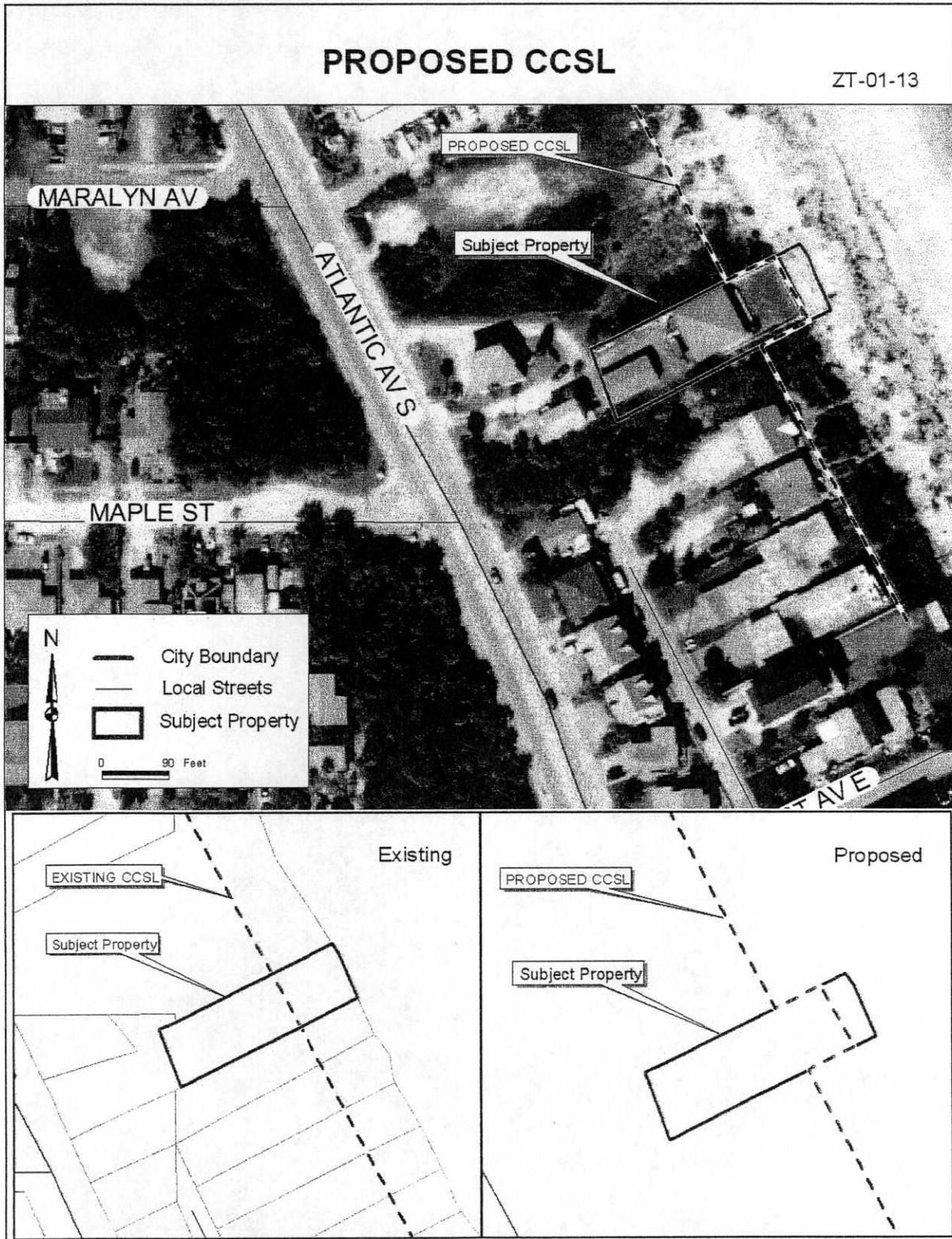
1  
2 Aerial depicting Approximate Location of City Coastal Construction Setback Line



3  
4

1  
2

Aerial Depicting Approximate Proposed Location of CCSL



3

**AGENDA ITEM SUMMARY****Department Making Request** Community Redevelopment Agency**Meeting Date** First Reading April 9, 2013; Public Hearing April 23, 2013**Action Item Title** Ordinance 32-13 CRA Plan Amendment: adding two Capital Projects in the Historic Westside: Expansion of the Babe James Center; and Improvements to the Mary Ave Playground**Agenda Section:** Consent \_\_\_\_\_ Public Hearing  X  Special Items \_\_\_\_\_**Summary Explanation and Background**

Ordinance CRA Master Plan Update  
 April 9, 2013 Amendment for the Addition of Capital Projects:  
 Babe James Community Center Expansion; and  
 Improvements to the Mary Avenue Playground (formerly the Tot Lot)

At a number of meetings over the past two years there have been two projects discussed that are located in the Historic Westside: the expansion of the Babe James Community Center, and Improvements to the Mary Ave Playground. In the current fiscal year these projects are moving forward and need to be included in the CRA Master Plan Update. Therefore, staff is bringing forward an ordinance to amend the CRA Master Plan Update to include these projects.

Staff recommends that the two projects and their cost estimates, and the text below, be added to the CRA Master Plan Update:

- Expansion of the Babe James Community Center \$454,000
- Mary Avenue Playground \$168,000

**Expansion of the Babe James Community Center**

The Babe James Community Center is a City facility located at 201 N. Myrtle Ave, at the corner of Washington Ave and Myrtle Ave in the Historic Westside area. The CRA Master Plan Update (2010) notes that the Center is centrally located in a residential area (p 25) and that there is "Opportunity to build off Community Center – help build the social structure of the neighborhood." (p. 25).

The Babe James Community Center is also included in the Historic Westside Neighborhood Plan, including the following:

- Comments from "stakeholder interviews" noted that many specific and general insights were recorded, including the need to "provide more programs (range of services)" P. 7
- The meetings held to formulate and discuss the plan were held at the Babe James Community Center.
- Regarding the Center: "More programs and agencies; programs for Babe James Center..." P 11
- P 21: "The Babe James Community Center provides important opportunities for youth sports, after-school activities, and other programs and is a vital community assets and focal point."
- P. 46: "expand programs at Babe James, including:
  - a. Senior activities
  - b. Young adult activities
  - c. Workforce training

In addition, in the past few years there have been a number of discussions held during Historic Westside Community meetings on the need to expand the Babe James Community Center building.

At the December 11, 2012 meeting, the CRA decided to fund the Hill Family project at the level of \$20,000. This action made \$454,000 previously budgeted for a business incubator project available, and it was mentioned that these funds should be allocated to a project in the Historic Westside area. The expansion of the Babe James Center was subsequently selected, and this requires an amendment to the CRA Master Plan Update. The selection of this project follows:

- Recognition of the importance of the Babe James Community Center in the CRA Master Plan Update;
- The extensive references to the Babe James Community Center in the Historic Westside Neighborhood Plan and the need to expand programs at the Center; and
- The discussions that have been held at Historic Westside Community meetings

Regular Meeting - April 9, 2013

Improvements to the Mary Avenue Playground

The Mary Avenue Playground (Tot Lot) was constructed in 2000-2001 and has been a neighborhood hub since that time. Mary Avenue from US 1 to Myrtle Ave received a full streetscape project which was completed in 2011. The streetscape project included a new street re-surfacing, sidewalks, a drainage system which eliminated at least one area of flooding to a building, streetlights, and railroad crossing. In addition to the streetscape improvements the CRA partnered with Habitat for Humanity using the Habitat Brush With Kindness Program. For this purpose the CRA developed a grant program to assist five (5) homeowners in owner-occupied homes along the newly renovated corridor.

The Mary Avenue Playground would be an extension of the improvements to this area. The Mary Avenue Playground was mentioned in the July 2000 Blight Study as an asset that would enhance and serve the recreational needs of the community. Also the Playground was a topic of discussion at Westside Community Meetings for calendars years 2011-2012: residents attending the meetings requested that improvements, particularly restrooms, be constructed on site as there are no other public restrooms for parents or children near the park. The staff, CRA and City Commission are planning to implement the suggestions brought forward by residents at these Historic Westside Community meetings for the Mary Ave Playground improvements.

**Recommended Action/Motion:**

Approval for the addition of the Babe James Center Expansion for \$454,000; and the Mary Avenue Playground (formerly Tot Lot) Improvement Project at an estimated amount of CRA funding at \$168,000.

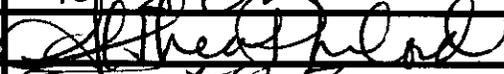
**Funding Analysis:** Budgeted    x    If not budgeted, recommend funding account:

Funding for these projects is not specifically identified in the current budget, but funding is available as follows:

- Staff is planning to bring forward a budget revision for the Babe James Community Center Expansion Project using funds that are encumbered in line item 583003, Development Assistance and Incentives in the amount of \$454,000.
- The budget line item for the Mary Playground (formerly Tot Lot), line item 567201 is currently identified as "Capital Project" and staff is requesting that this item be re-named "Mary Ave Playground". The line item has a current balance of \$160,000 which is adequate to complete the project.

**Exhibits Attached:**

1. Ordinance 32-13
2. The amended list of capital projects in the CRA Master Plan, including the Babe James Building Expansion Project and Improvements to the Mary Ave Playground
3. The 2/1/13 cost estimate for the Babe James project
4. Cost estimate for Mary Playground

Reviewed By:	Name	Signature
CRA Director	Tony Otte	
Finance Director	Althea Philord	
City Attorney	Frank Gummey	
City Manager	Pam Brangaccio	

**Babe James  
Cost Estimate  
2/1/13**

1. Demolition	1363 s.f	@ \$10/ s.f	\$ 13,630.00
2. Finish	1363 s.f	@ \$50/s.f	\$ 68,150.00
3. AC – Old Bldg			\$ 20,000.00
4. Addition including restrooms & storage	1380 s.f @	\$125/s.f	\$172,500.00
5. Electrical Re-location			\$ 10,000.00
6. UC Impact Fees			\$ 7,500.00
7. County Impact Fees			\$ 9,300.00
8. Architectural & Engineering Fees			\$ 50,000.00
9. Building Permit Fees			\$ 4,120.00
10. Kitchen Upgrade			\$ 35,000.00
11. Restroom Renovation (existing)			\$ 30,000.00
12. Upgrade Flooring in existing building			\$ 20,000.00
13. Contingency (3%)			<u>\$ 13,800.00</u>
			\$454,000.00

This is an estimate based on keeping the three offices and the storage in its place but demolishing the computer room, art room and GED room. The total demolished area is approximately 1363 s.f. and the new addition will be 1380 s.f. This will give the center approximately 91 additional seating.

Mary Avenue Tot Lot (Estimates)  
April 2, 2012

<b>Description</b>	<b>Amount</b>
Buildings and Concrete Work	\$65,805.00
4ft White Vinyl Picket Fencing	\$6,400.00
Playground Equipment	45,000.00
Architectural Cost	8,000.00
Contingency	42,795.00
<b>Total</b>	<b>\$168,000.00</b>



42           **WHEREAS**, the City Commission wishes to amend New Smyrna  
43 Beach, Fla., Ordinance No. 22-85 (Jun. 4, 1985), as amended by New  
44 Smyrna Beach, Fla., Ordinance No. 40-01 (Aug. 14, 2001), and  
45 further amended by New Smyrna Beach, Fla., Ordinance No. 39-05 (May  
46 10, 2005), and New Smyrna Beach, Fla., Ordinance No. 23-10 (Jun. 8,  
47 2010), by including additional capital projects in the CRA Master  
48 Plan; and

49           **WHEREAS**, the City Commission of the City of New Smyrna Beach,  
50 Florida finds the Community Redevelopment Plan conforms to the  
51 general plan of the county or municipality as a whole. See,  
52 §163.360(7)(b), F.S.; and

53           **WHEREAS**, the City Commission of the City of New Smyrna Beach,  
54 Florida finds the community redevelopment plan will afford maximum  
55 opportunity, consistent with the sound needs of the county or  
56 municipality as a whole, for the rehabilitation or redevelopment of  
57 the community redevelopment area by private enterprise. See,  
58 §163.360(7)(d), F.S.; and

59           **WHEREAS**, the City Commission of the City of New Smyrna Beach,  
60 Florida finds the Community Redevelopment Plan and resulting  
61 revitalization and redevelopment for a coastal tourist area that is  
62 deteriorating and economically distressed will reduce or maintain  
63 evacuation time, as appropriate, and ensure protection for property  
64 against exposure to natural disasters. See, §163.360(7)(e), F.S.;  
65 and

66           **WHEREAS**, the City Commission of the City of New Smyrna Beach,  
67 Florida finds that the proposed modification to the City's  
68 Community Redevelopment Plan to include additional capital projects  
69 is in compliance with the requirements of the Community  
70 Redevelopment Act of 1969 and the City's Comprehensive Plan; and

71           **WHEREAS**, the City Commission of the City of New Smyrna Beach,  
72 Florida is the governing body within the meaning of the Community  
73 Redevelopment Act of 1969 having been delegated that authority

Page 2 of 4

CRA Master Plan Amendment-Additional  
Capital Projects  
First Reading April 9, 2013  
Public Hearing April 23, 2013  
April 2, 2013  
12:54 PM

74 pursuant to Volusia County, Fla., Resolution 85-87 (May 9, 1985)  
75 and Volusia County, Fla., Resolution 2010-18 (Feb. 18, 2010); and

76 **WHEREAS**, the City Commission deems it is in the best interest  
77 of the citizens of New Smyrna Beach to modify the City's Community  
78 Redevelopment Plan to include additional capital projects.

79 **NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY**  
80 **OF NEW SMYRNA BEACH, FLORIDA:**

81 **SECTION 1: Amendment.** That New Smyrna Beach, Fla., Ordinance  
82 No. 22-85, as amended by New Smyrna Beach, Fla., Ordinance No. 40-  
83 01, New Smyrna Beach, Fla., Ordinance No. 39-05, and New Smyrna  
84 Beach, Fla., Ordinance No. 23-10, are hereby amended to modify the  
85 City's Community Redevelopment Plan to include additional capital  
86 projects. Said plan amendment is more particularly described as  
87 follows.

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

90 **SECTION 2: Notice to Taxing Authorities.** The City pursuant to  
91 §163.346, F.S., has mailed by registered mail a notice of this  
92 modification to each taxing authority which levies ad valorem taxes  
93 on taxable real property contained within the geographic boundaries  
94 of the redevelopment area. See, §163.346, F.S.

95 **SECTION 3: Publication.** That ten (10) days prior to adoption,  
96 this ordinance has been noticed once in a newspaper of general  
97 circulation in the City of New Smyrna Beach pursuant to  
98 §166.041(3)(a), F.S.

99 **SECTION 4: Public Hearing on Plan Modifications.** That a public  
100 hearing considering the adoption of this ordinance held April 23,  
101 2013, in the City Commission Chambers at City Hall, 210 Sams Avenue  
102 (south entrance on Julia Street), New Smyrna Beach, Florida, in  
103 accordance with §163.361(2), F.S.

Page 3 of 4

CRA Master Plan Amendment-Additional  
Capital Projects  
First Reading April 9, 2013  
Public Hearing April 23, 2013  
April 2, 2013  
12:54 PM

104 **SECTION 5: Conflicting Ordinances.** That any ordinances that  
105 are in conflict with this ordinance are hereby rescinded and  
106 repealed.

107 **SECTION 6: Severability.** That if any section, sentence, clause  
108 or phrase of this ordinance is held invalid or unconstitutional by  
109 any court of competent jurisdiction, then said holding shall in no  
110 way affect the validity of the remaining portions of this  
111 ordinance.

112 **SECTION 7: Effective Date.** That this ordinance shall take  
113 effect immediately upon its final adoption.

114 **APPROVED AS TO FORM AND CORRECTNESS:**

115 

116 **FRANK B. GUMMEY, III**  
117 **City Attorney**

118 **DATE:** 4/2/13

**Text for the Amendment to the CRA Master Plan Update**

**to add the**

**Expansion of the Babe James Community Center and**

**Improvements to the Mary Ave Playground**

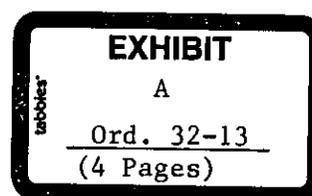
**April, 2013**

**Babe James Community Center Expansion**

The Babe James Community Center is a City facility located at 201 N. Myrtle Ave, at the corner of Washington Ave and Myrtle St in the Historic Westside area. The Community Redevelopment Agency (CRA) Master Plan Update notes that the Center is centrally located in a residential area (p 25) and that there is "Opportunity to build off Community Center – help build the social structure of the neighborhood." (p. 25).

The Babe James Community Center is also referenced extensively in the Historic Westside Neighborhood Plan, including the following:

- Comments from "stakeholder interviews" noted that many specific and general insights were recorded, including the need to "provide more programs (range of services)" P. 7
- Regarding the Center: "More programs and agencies; programs for Babe James Center..." P 11
- P 18: picture of the Babe James Community Center and other community facilities
- P 20 list of neighborhood landmarks: Babe James Community Center is first on the list
- P 21: "The Babe James Community Center provides important opportunities for youth sports, after-school activities, and other programs and is a vital community assets and focal point."
- Note: several pictures of the Babe James Community Center are provided in the plan.
- P. 46: "expand programs at Babe James, including:
  - a. Senior activities



- b. Young adult activities
- c. Workforce training
- Note: The meetings held to formulate and discuss the Historic Westside Neighborhood Plan were held at the Babe James Community Center.
- In addition, there have been a number of discussions held during Historic Westside Community meetings over the past few years on the need to expand the Babe James Community Center building.

At the December 11, 2012 meeting the CRA approved funding for the Hill Family project at the level of \$20,000. It was mentioned that the previously budgeted \$454,000 should be reallocated for a project in the Historic Westside area. The expansion of the Babe James Center was later selected, and this requires an amendment to the CRA Master Plan Update. The selection of this project follows:

- Recognition of the importance of the Babe James Community Center in the CRA Master Plan Update;
- The extensive references to the Babe James Community Center in the Historic Westside Neighborhood Plan and the need to expand programs at the Center; and
- The discussions that have been held at Historic Westside Community meetings.

---

### Improvements to the Mary Ave Playground

The Mary Avenue Playground (Tot Lot) was constructed in 2000-2001 and has been a neighborhood hub since that time. The Playground is located on the section of Mary Avenue, from US 1 to Myrtle Ave that received a full streetscape project. The streetscape project was completed in 2011 and includes a new street re-surfacing, sidewalks, streetlights, and a drainage system which eliminated at least one area of flooding to a church building. The streetscape also included extensive improvements at the railroad

crossing just west of US 1. In addition to the streetscape improvements the CRA partnered with Habitat for Humanity using the Habitat Brush With Kindness Program. For this purpose the CRA developed a grant program to assist five (5) homeowners in owner-occupied homes along the newly renovated corridor.

The Mary Avenue Playground would be an extension of the improvements to this area. The July 2000 Blight Study was prepared for the addition of properties in the Historic Westside area to the CRA, and the Mary Avenue Playground was mentioned as an asset that would enhance and serve the recreational needs of the community. The Playground was also a topic of discussion at Westside Community Meetings for calendar years 2011-2012: residents attending the meetings requested that improvements, particularly restrooms, be constructed on site as there are no other public restrooms for parents or children near the park. The staff, CRA and City Commission are planning to implement the suggestions brought forward by residents at these Historic Westside Community meetings for the Mary Ave Playground improvements.

The selection of this project follows:

- Recognition of this Playground in the 2000 Blight Study as an asset that would enhance and serve the recreation needs of the community;
- The request by residents attending meeting of the Historic Westside Community that the Mary Ave Playground be improved with new restrooms; and
- The recommendation by staff to move forward with the project.

## ESTIMATED COSTS

## Regular Meeting - April 9, 2013

Recommendation	Description	Estimated Budget	Potential Funding Sources & other notes
<b>Development Assistance &amp; Incentives</b> Example Initiatives are provided in Section 5, Frameworks for the Future	CRA Board and staff should prepare a budget package of incentive initiatives utilizing the comparables provided in this document and appendices that support the Frameworks for the Future.	100,000	Specific program elements TBD by CRA; current year and anticipated 3rd year funding for The Hub
<b>Policy &amp; Partnerships</b> Example Initiatives are provided in Section 5, Frameworks for the Future	CRA Board and staff should seek to collaborate with other agencies to leverage CRA funding, hold strategic meetings with key investment stakeholders, and seek to modify regulatory policy to facilitate development activities.	37,500	Specific program elements TBD by CRA; current year and anticipated funding for Economic Development Partnership
<b>Marketing &amp; Promotion</b> Example initiatives are provided in Section 5, Frameworks for the Future	CRA Board and staff should seek to collaborate with other agencies to leverage CRA funding, hold strategic meetings with key investment stakeholders, and seek to modify regulatory policy to facilitate development activities.	525,000	Specific program elements TBD by CRA; current year and next 2 years funding
Flagler Avenue Boardwalk Park	Replacement of existing structure with more natural landscaping and hardscape elements, seawall modifications, parking lot reorganization and open air event space	COMPLETE	CPI, LWCF, Florida Recreation Development Assistance Program, ADA
Signage and Wayfinding	Branded and strategic signage and user wayfinding system throughout the CRA	COMPLETE	
Washington St. Business District	Roof repairs to 529 Washington St.	COMPLETE	CRA Combined Grant - FY 12-13
Washington Street Improvements	Streetscape and landscape improvements, parking lane(s) - Riverside Dr. to Myrtle Ave.		See North Causeway below
Esther Street Park	Oceanfront park, retention, #parking, recreation and restroom facilities	869,550	CPI, LWCF, Florida Recreation Development Assistance Program, ADA
Gateway Landscaping & Beautification	Annual sidewalk, lighting and trees, street crossing improvements for CRA		U&CF, OTTED, Florida Urban Forest Health
Riverside Park Seawall/Lighting	Park design, existing seawall refurbishment and enhanced lighting	COMPLETE	LWCF, Waterways Assistance (FIND)
Myrtle Avenue Infrastructure Project	Streetscaping, connectivity	COMPLETE	
West Canal Streetscape	Railroad to Myrtle, streetscape	COMPLETE	FDOT, CRA
Mary Avenue Streetscape	US1 to Myrtle, (2 phases)	COMPLETE	CRA, MPO, ARRA
South Orange Ave. Streetscape	Downing St. to Lytle, with improvements to the City Parking Lot on Downing St.	COMPLETE	CRA, ARRA
Flagler Dunes Parking Lot		COMPLETE	
Chamber Restoration Project	Phase I - 116 Canal St.	COMPLETE	ECHO, CRA
Public Art	Pre-approval required		CRA
Flagler Avenue Parking	Additional public parking in the Flagler Ave. area (acquisition & development)		
North Atlantic Avenue Improvements	Drainage improvements to address flooding issues, this project is coordinated with the Esther Street Park		
North Causeway Improvements	Streetscape improvements, landscape improvements	400,000	CRA: includes E. Washington St.
SR44 Crossing Treatments	Intersections of Myrtle, Live Oak, Palmetto, Peninsula, Saxon/Horton, & Atlantic Avenue		
Streetscape Canal Neighborhoods	Pedestrian lighting, safety, connectivity and circulation improvements		TEP, Highway Beautification Program, Florida Urban Forest Health Initiative
Canal Street Parking	Additional public parking in the Canal Street area	180,000	CRA, EECBG, Florida Urban Forest Health Initiative: Dunn Property
Julia & Faulkner Parking Lot	Change to a Parking lot		CRA
CRA Parking	Available for improvements		CRA
Water Taxi subsidy			
Mainland Splash Park			
Babe James expansion	Remodel and addition	454,000	CRA
Mary Ave. Playground	Adding bathrooms, new playground eqpt., pavillion, and new fencing	168,000	CRA
	<b>TOTAL :</b>	<b>2,734,050</b>	

Regular Meeting - April 9, **AGENDA ITEM SUMMARY**

Department Making Request: City Manager Office		
Meeting Date: April 9, 2013		
Action Item Title: Interlocal Service Boundary Agreement with Volusia County and the City of New Smyrna Beach <i>First Reading Ordinance #36-13</i>		
Agenda Section:	Consent	Public Hearing Admin Items/New X
<p><b>Summary Explanation and Background:</b> For the last two years, the City Commission has had as a top strategic goal the annexation of unincorporated properties within specific areas through a Joint Planning Agreement (JPA) with Volusia County. It appears the ongoing dialogue with the County has resulted in an agreement at staff level for discussion with the City Commission and County Council (the City Commission had approved the 2012 draft for forwarding to the County). To attain an agreement the City will need to commit to the transfer of several road segments to the City (see attached Map and Road Condition Summary) within one year of approval of the agreement. These roads are in unincorporated Volusia County, and there is always the risk (as occurred with the small segment of Otter transferred in Nov 2012, that resurfacing monies will be required, before the adjacent properties are annexed). To assist with this issue, the County staff conducted the attached pavement assessment and has committed to resurface the following roads before the City accepts them: Sundance Trail from Art Center Ave to its dead end; and the segment of Hidden Pines Blvd from SR 44 to Shorewood Lane.</p> <p>In exchange, the City gains the following in the ten year agreement:</p> <ul style="list-style-type: none"> <li>*The ability to annex non-contiguous properties within the JPA area;</li> <li>*Ability to provide for Planning and Building Department Services within the JPA area;</li> <li>*Closest Unit response remains in place for Fire Services;</li> <li>*Police services will only be for properties annexed into the City;</li> <li>*Garbage pickup will be as outlined in the existing franchise agreements from both entities</li> <li>*There will be no duplication of storm water fees between the two entities</li> </ul> <p>It is recommended that the JPA be approved by the City Commission and forwarded to Volusia County Council for Action within the next thirty days, so the May 2013 JPA Community Annexation Efforts can begin as outlined in the City's 2013 Annexation Plan.</p>		
Funding Analysis: Budgeted <u>N/A</u> If not budgeted, recommended funding account:		
Exhibits Attached: Interlocal Service Boundary Agreement, with associated exhibits		
Reviewed By:	Name	Signature
Department Director:	Gail Henrikson	<i>Gail Henrikson</i>
Assistant City Manager	Khalid Resheidat	<i>Khalid Resheidat</i> 4/2/13
City Manager	Pam Brangaccio	<i>Pam Brangaccio</i>
City Attorney	Frank Gumme	<i>Frank Gumme</i>
Commission Action:		

**ORDINANCE NO. 36-13**

**AN ORDINANCE ADOPTING THE INTERLOCAL SERVICE  
BOUNDARY AGREEMENT BETWEEN THE CITY OF NEW  
SMYRNA BEACH AND THE COUNTY OF VOLUSIA;  
PROVIDING FOR PUBLIC HEARING; PROVIDING FOR  
CONFLICTING ORDINANCES; PROVIDING FOR  
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

*WHEREAS*, a top strategic goal of the City is the annexation of unincorporated properties within specific areas through a Joint Planning Agreement with Volusia County; and

*WHEREAS*, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

*WHEREAS*, the County possesses powers of self government and home rule as provided by the Volusia County Charter and Chapter 125, Park II, Florida Statutes; and

*WHEREAS*, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation and joint planning; and

*WHEREAS*, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

*WHEREAS*, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Park II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

*WHEREAS*, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land

38 uses and infrastructure needs and provider for such lands, and  
39 ensure protection of natural resources; and

40 **WHEREAS**, the extension of the City and County facilities and  
41 services are most efficiently provided if the process and timing of  
42 long range planning, annexation, and development review processes  
43 for the City and County are clearly identified and part of a  
44 coordinated countywide planning in advance of the City and County  
45 capital planning, commitment and expenditure; and

46 **WHEREAS**, the agreement of the City to undertake annexation,  
47 joint planning efforts and coordination of public services and  
48 infrastructure in a manner that is part of a countywide planning  
49 effort are a material inducement to the County to enter into an  
50 Interlocal Service Boundary Agreement; and

51 **WHEREAS**, the City and the County find that the benefits of  
52 intergovernmental communications and coordination will accrue to  
53 both Parties; and

54 **WHEREAS**, the City adopted initiating Resolution No. 02-11 on  
55 January 3, 2011, and the County adopted responding Resolution No.  
56 2011-055 on March 17, 2011, in accordance with Section 171.203,  
57 Florida Statutes; and

58 **WHEREAS**, officials of the City and the County have met and  
59 negotiated in good faith to resolve issues relating to annexation  
60 and joint planning and coordinated provision of public services and  
61 infrastructure and wish to memorialize their understanding in an  
62 Interlocal Service Boundary Agreement; and

63 **WHEREAS**, the Interlocal Service Boundary Agreement is entered  
64 into pursuant to the authority of Article VIII of the Florida  
65 Constitution, and Chapters 125, 163, 166 and 171, Florida Statutes;  
66 and

67 **WHEREAS**, the City Commission finds that it is in the best  
68 interest of the citizens of New Smyrna Beach to adopt the  
69 Interlocal Service Boundary Agreement between the City and the  
70 County of Volusia.

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

**SECTION 1: Interlocal Service Boundary Agreement.** That the Interlocal Service Boundary Agreement between the City of New Smyrna Beach and the County of Volusia, in the form described in Exhibit "A" attached hereto and by reference made a part hereof, is hereby adopted by the City of New Smyrna Beach.

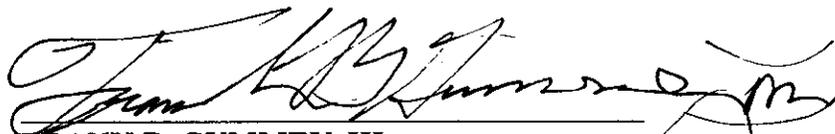
**SECTION 2: Public Hearing.** That a public hearing considering the adoption of this ordinance held April 23, 2013, in the City Commission Chambers at City Hall, 210 Sams Avenue (south entrance on Julia Street), New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), F.S.

**SECTION 3: Conflicting Ordinances.** That any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

**SECTION 4: 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 5: Effective Date.** That this ordinance shall take effect immediately upon its final adoption.

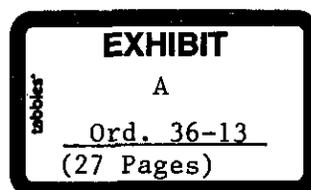
**APPROVED AS TO FORM AND CORRECTNESS:**

  
FRANK B. GUMMEY, III  
City Attorney  
DATE: 4/3/13

Adopting the Interlocal Service Boundary Agreement with Volusia County  
First Reading April 9, 2013  
Public Hearing April 23, 2013  
April 3, 2013  
10:27 AM

# **Interlocal Service Boundary Agreement**

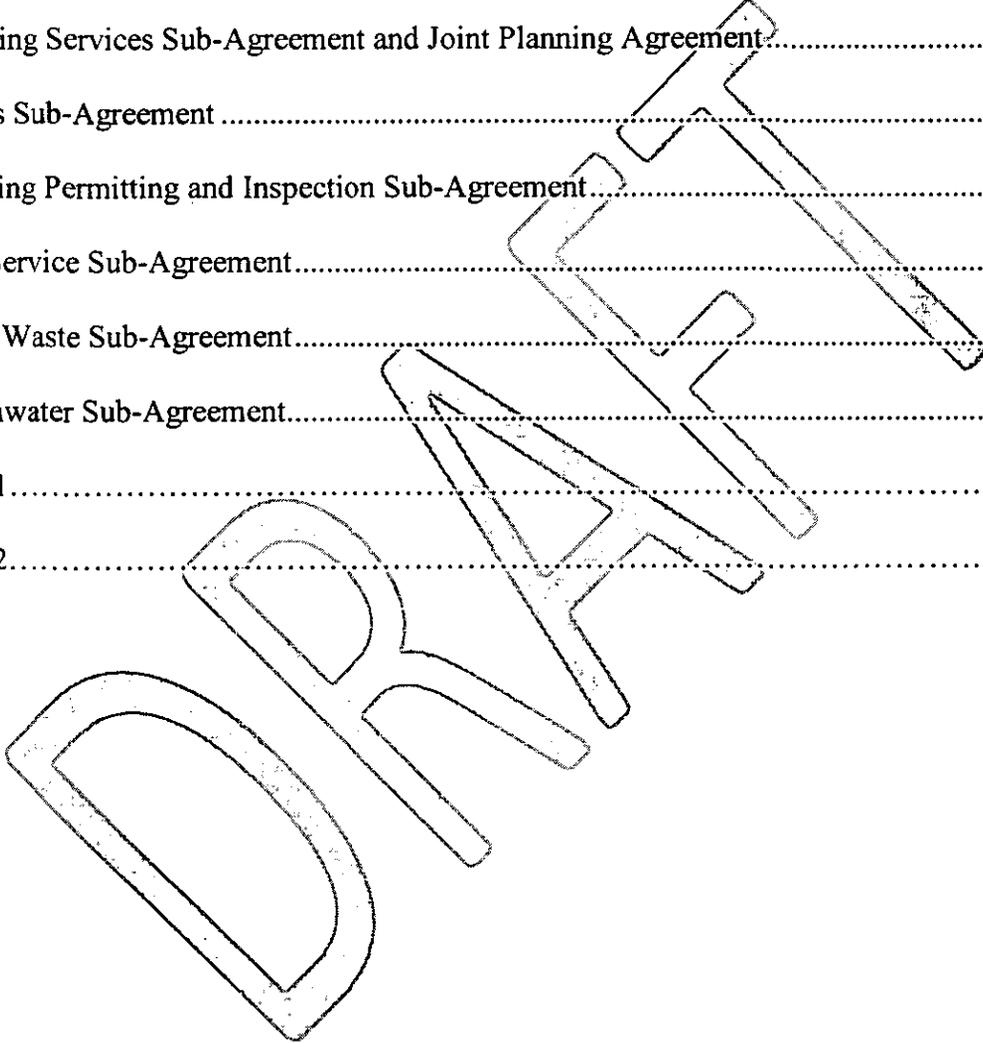
## **City of New Smyrna Beach and The County of Volusia**



**Interlocal Service Boundary Agreement  
City of New Smyrna Beach and The County of Volusia**

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1                   **MASTER INTERLOCAL SERVICE BOUNDARY AGREEMENT**  
2                   **BETWEEN THE CITY OF NEW SMYRNA BEACH AND**  
3                   **THE COUNTY OF VOLUSIA**  
4

5   **RECITALS**

6  
7           This Master Interlocal Service Boundary Agreement (the "Agreement") is made and  
8 entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of New Smyrna  
9 Beach ("City"), and Volusia County ("County").  
10

11           WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII,  
12 Section 2(b), Florida Constitution and Section 166.021, Florida Statutes (2012); and  
13

14           WHEREAS, the County possesses powers of self government and home rule as provided  
15 by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and  
16

17           WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida  
18 Statutes (2012), encourages and empowers local government to cooperate with one another on  
19 matters of mutual interest and advantage, and provides for interlocal agreements between local  
20 governments on matters such as annexation and joint planning; and  
21

22           WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida  
23 Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida  
24 Statutes, recognizes the use of interlocal service boundary agreements and joint planning  
25 agreements as a means to coordinate future land use, public facilities and services, and protection  
26 of natural resources in advance of annexation; and  
27

28           WHEREAS, the Local Government Comprehensive Planning and Land Development  
29 Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in  
30 their respective planning efforts intergovernmental coordination and particularly, mechanisms  
31 for identifying and implementing joint planning areas; and  
32

33           WHEREAS, the City and the County wish to identify lands that are logical candidates for  
34 future annexations, the appropriate land uses and infrastructure needs and provider for such  
35 lands, and ensure protection of natural resources; and  
36

37           WHEREAS, the extension of the City and County facilities and services are most  
38 efficiently provided if the process and timing of long range planning, annexation, and  
39 development review processes for the City and County are clearly identified and part of a  
40 coordinated countywide planning in advance of the City and County capital planning,  
41 commitment, and expenditure; and  
42

43           WHEREAS, the agreement of the City to undertake annexation, joint planning efforts,  
44 and coordination of public services and infrastructure in a manner that is part of a countywide  
45 planning effort are a material inducement to the County to enter into this Agreement; and

1  
2 WHEREAS, the City and the County find that the benefits of intergovernmental  
3 communications and coordination will accrue to both Parties; and  
4

5 WHEREAS, the City adopted initiating Resolution No. 02-11 on January 3, 2011, and the  
6 County adopted responding Resolution No. 2011-055 on March 17, 2011, in accordance with  
7 Section 171.203, Florida Statutes (2012); and  
8

9 WHEREAS, the elected officials of the City and the County have met and negotiated in  
10 good faith to resolve issues relating to annexation and joint planning and coordinated provision  
11 of public services and infrastructure and wish to memorialize their understanding in this  
12 Agreement; and  
13

14 WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of  
15 the Florida Constitution and Chapters, 125, 163, 166 and 171, Florida Statutes (2012).  
16

17 NOW, THEREFORE, in consideration of the mutual covenants set forth in this  
18 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the  
19 County agree as follows:  
20

- 21 1. Incorporation of Recitals. The recitals above are true and correct and incorporated into  
22 this Agreement as if fully set forth herein.  
23
- 24 2. Incorporation of Sub-Agreements. The following Sub-Agreements, attached hereto, are  
25 fully incorporated as if fully set forth herein and address the issues within the City's  
26 initiating resolution and the County's responding resolution:
  - 27 a. Planning Services (with Joint Planning Agreement pursuant to Section  
28 171.204(2), Florida Statutes);
  - 29 b. Roads
  - 30 c. Building Permitting and Inspection
  - 31 d. Fire Services
  - 32 e. Solid Waste Collection and Disposal
  - 33 f. Stormwater Management Service Delivery
- 34 3. Term of Agreement. This Agreement and all attached Sub-Agreements shall take effect  
35 upon final adoption of the ordinances adopting this Agreement enacted by the County  
36 and the City. The effective date shall be the date of final ordinance adoption by the City  
37 or County, whichever is later. The initial term of the Agreement shall be ten (10) years  
38 from the effective date of the Agreement. At the end of the fifth year, the County and  
39 City shall review the effectiveness and performance of this Agreement. Based upon the  
40 review, this Agreement may:  
41  
42

43 a. Continue for the remaining five years of the initial ten year term; or  
44

45  
46 b. Be amended and extended for an additional term not to exceed 10 years; or  
47

1 c. Be terminated in whole or in part. If this Agreement is terminated, then the  
2 provision of planning services shall revert to the status that existed prior to  
3 adoption of the Agreement unless otherwise provided in a separate agreement.  
4

5 4. Renewal of Agreement. Pursuant to Chapter 171.203(12), Florida Statutes, if the  
6 Agreement is extended beyond the initial ten (10) year period, then the City and County  
7 shall initiate negotiations for the renewal and extension of this Agreement beyond the 10  
8 year term no later than 18 months prior to the termination of the 10 year term.

9 5. Termination of Agreement. The County or City may terminate this Agreement at  
10 anytime upon delivery of a notice of termination to the other Party at least 180 days prior  
11 to the proposed date of termination. A Party delivering such a notice of termination as  
12 aforesaid may, in such Party's sole discretion, revoke such notice of termination at any  
13 time prior to the termination date.

14 6. Dispute Resolution. The County and City agree to resolve any dispute related to the  
15 interpretation or performance of this Agreement in the manner described in this section.  
16 Either Party may initiate the dispute resolution process by providing written notice to the  
17 other Party. Initiation of the dispute resolution process shall operate as a stay of the  
18 action which is the subject of the dispute.

19  
20 a. Notwithstanding the foregoing, in the event that either Party determines in its  
21 sole discretion and good faith that it is necessary to file a lawsuit or other  
22 formal challenge in order to meet a jurisdictional time deadline, to obtain a  
23 temporary injunction, or otherwise to preserve a legal or equitable right  
24 related to this Agreement, such lawsuit or challenge may be filed, but upon  
25 the filing and any other act necessary to preserve the legal or equitable right or  
26 to obtain the temporary injunction, the Parties shall thereafter promptly file a  
27 joint motion with the reviewing court or administrative law judge requesting  
28 that the case be abated in order to afford the Parties an opportunity to pursue  
29 the dispute resolution procedures set forth herein. If the abatement is granted,  
30 the Parties shall revert to and pursue the dispute resolution procedures set  
31 forth herein.

32  
33 b. Within ten (10) days of the abatement order, the allegedly aggrieved party  
34 shall then effect the transmittal of a notice of conflict, in the form of a  
35 certified letter, to all governmental bodies involved in the dispute at issue.  
36 Upon receipt of the notice, which shall specify the areas of disagreement, the  
37 Parties agree to conduct a conflict assessment meeting at a reasonable time  
38 and place, as mutually agreed upon, within thirty (30) days of receipt of the  
39 notice of conflict.

40  
41 c. If discussions between the Parties at the conflict resolution meeting fail to  
42 resolve the dispute, within forty (40) days of the receipt of the notice  
43 described in subparagraph a, above, the Parties shall conduct mediation in the  
44 presence of a neutral third party mediator. If the Parties are unable to agree  
45 upon a mediator, the County shall request appointment of a mediator by the

Chief Judge of the Circuit Court in and for Volusia County, Florida. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.

d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.

e. The Parties agree that this dispute resolution procedure satisfies the requirements of Chapter 164, Florida Statutes (2012).

7. Duplication of Services. The Parties hereto agree that if any Party undertakes any action which will result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Agreement, that Party shall notify the other Party to this Agreement, in accordance with Florida law. Further, the transfers of any lands, transportation facilities (including roadways), parks, or any other public facilities under the terms of this Agreement shall not be reversed if this Agreement is terminated, except though a separate agreement in writing approved by both Parties.

8. Notice. All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the addresses set forth below or as either Party may otherwise designate in writing.

If to the County:

County of Volusia  
Attn: County Manager  
123 West Indiana Avenue  
DeLand, FL 32720

If to the City:

City of New Smyrna Beach  
Attn: City Manager  
210 Sams Ave.  
New Smyrna Beach, FL 32168

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

- 1  
2 9. Sole Benefit. This Agreement is solely for the benefit of the County and City, and no  
3 right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any  
4 third party. Nothing in this Agreement, either expressed or implied, is intended or shall  
5 be construed to confer upon or give any person, corporation or governmental entity other  
6 than the Parties any right, remedy or claim under or by reason of this Agreement or any  
7 provisions or conditions hereof, and all of the provisions, representations, covenants, and  
8 conditions herein contained shall inure to the sole benefit of and shall be binding upon  
9 the Parties and their respective representatives, successors and assigns.
- 10 10. Authority. The County and City each represent and warrant to the other its respective  
11 authority to enter into this Agreement, acknowledge the validity and enforceability of this  
12 Agreement. The County and City hereby represents, warrants and covenants this  
13 Agreement constitutes a legal, valid and binding contract enforceable by the Parties in  
14 accordance with its terms, and that the enforceability hereof is not subject to any  
15 impairment by the applicability of any public policy or police powers.
- 16  
17 11. Enforcement. This Agreement shall be enforceable by the Parties hereto by whatever  
18 remedies are available in law or equity, including but not limited to injunctive relief and  
19 specific performance.
- 20  
21 12. Defense. If this Agreement or any portion hereof is challenged by any judicial,  
22 administrative, or appellate proceeding (each Party hereby agreeing with the other not to  
23 initiate or acquiesce to such challenge or not to appeal any decision invalidating any  
24 portion of this Agreement), the Parties collectively and individually agree, at their  
25 individual sole cost and expense, to defend in good faith its validity through to a final  
26 judicial determination, unless both Parties mutually agree in writing not to defend such  
27 challenge or not to appeal any decision invalidating any portion of this Agreement
- 28 13. Amendments. Amendments may be proffered by either Party at any time. Proposed  
29 amendments shall be in writing and must be approved by a majority of the governing  
30 bodies of each Party.
- 31 14. Supremacy. The Parties agree and covenant, having given and received valuable  
32 consideration for the promises and commitments made herein, it is their desire, intent and  
33 firm agreement to be bound by and observe the terms of this Agreement wherever such  
34 terms are more stringent than those subsequently enacted by the Legislature. Should the  
35 terms of this Agreement conflict with previous agreements between the Parties, the terms  
36 of this Agreement shall control.
- 37 15. Entire Understanding. Except as otherwise set forth herein, this Agreement embodies  
38 and constitutes the entire understanding of the Parties with respect to the subject matters  
39 addressed herein, and all prior agreements, understandings, representations and  
40 statements, oral or written, are superseded by this Agreement.
- 41 16. Governing Law and Venue. The laws of the State of Florida shall govern this  
42 Agreement, and venue for any action to enforce the provisions of this Agreement shall  
43 only be in the Circuit Court in and for Volusia County, Florida. Federal Jurisdiction and

venue, if applicable shall only be in the Middle District of Florida, Orlando Division. If circumstances arise which cause a conflict between this paragraph and paragraph 6 ("Dispute Resolution") paragraph 6 shall control.

17. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

18. Compliance with Chapter 171, Part II, Florida Statutes. The Parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes.

19. Amendment of Intergovernmental Coordination Element of Comprehensive Plans. Consistent with Section 171.203(9), Florida Statutes (2012), the Parties, within six (6) months of the effective date of this Agreement, shall amend their respective Intergovernmental Coordination Elements of their adopted Comprehensive Plans to establish consistency and compliance with this Agreement.

20. Adoption by County. As required by Section 171.203(14), Florida Statutes, after final execution of this Agreement by all parties, the County shall adopt this agreement by ordinance pursuant to Section 125.66, Florida Statutes (2012) at or before the next regular meeting.

21. Adoption by City. As required by Section 171.203(14), Florida Statutes (2012), at or before the next regular meeting of the City after final execution of this Agreement by all parties, the City shall adopt this Agreement by ordinance pursuant to Section 166.041, Florida Statutes (2012).

**IN WITNESS WHEREOF**, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement.

COUNTY OF VOLUSIA

By: \_\_\_\_\_  
Jason P. Davis, County Chair

Attest: \_\_\_\_\_  
James T. Dinneen, County Manager

Approved as to form and legality:

\_\_\_\_\_  
County Attorney

1 STATE OF FLORIDA  
2 COUNTY OF VOLUSIA

3  
4 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
5 \_\_\_\_\_, 2013, by Jason A. Davis and James T. Dinneen, as County Chair and County  
6 Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly  
7 authorized to execute the foregoing Agreement on behalf of the county. They are [ ] personally  
8 known to me, or [ ] have produced \_\_\_\_\_ as identification.  
9

10 \_\_\_\_\_  
11 Notary Public, State of Florida at Large  
12 *Printed, typed or stamped name, commission and Expiration*  
13 *of commission term:*  
14

15  
16  
17 CITY OF NEW SMYRNA BEACH

18  
19 By: \_\_\_\_\_  
20 Mayor Adam Barringer

21  
22 Attest: \_\_\_\_\_  
23 Pamela Brangaccio, City Manager  
24

25 Approved by: \_\_\_\_\_  
26 City Attorney

27  
28 STATE OF FLORIDA  
29 COUNTY OF VOLUSIA

30  
31 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
32 \_\_\_\_\_, 2013, by Adam Barringer and Pamela Brangaccio, as Mayor and City  
33 Manager, respectively, on behalf of the City of New Smyrna Beach, who acknowledge that they  
34 are duly authorized to execute the foregoing Agreement on behalf of the county. They are [ ]  
35 personally known to me, or [ ] have produced \_\_\_\_\_ as identification.  
36

37  
38 \_\_\_\_\_  
39 Notary Public, State of Florida at Large  
40 *Printed, typed or stamped name, commission and Expiration*  
41 *of commission term:*

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## Planning Services Sub-Agreement and Joint Planning Agreement

This Planning Services Delivery Sub-Agreement and Joint Planning Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of New Smyrna Beach ("City") and Volusia County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes (2012); and,

WHEREAS, the County possesses powers of self government and home rule as provided by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

WHEREAS, Section 171.203(6), Florida Statutes (2012), allows an interlocal service boundary agreement to establish a process for land use decisions consistent with part II of Chapter 163, including those which may allow a municipality to adopt land use changes consistent with part II of Chapter 163 for areas that are scheduled to be annexed within the term of the interlocal agreement; and

WHEREAS, Section 171.204, Florida Statutes (2012), allows a municipality to pursue annexation of land which is not contiguous to the municipality, creates an enclave or is not reasonably compact when a county and municipality enter into a joint planning agreement under Section 163.3171; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for urbanized development and ensure the protection of natural resources.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree to enter into this joint planning agreement and planning services sub-agreement pursuant to Sections 163.3171 and 171.204, Florida Statutes (2012). The County and City agree as follows:

1. Joint Planning Area ("JPA").

- a. The JPA is indicated on attached "Map 1". The JPA consists of the unincorporated land located within the Interlocal Service Boundary.

- 1  
2 b. The JPA is anticipated for municipal annexation because it is urban in character,  
3 as that term is defined by section 171.031(8) Florida Statutes (2012).  
4  
5 c. Upon annexation, the City may amend its Future Land Use Map to include any  
6 City designation stated herein, in accordance with Chapter 163, Florida Statutes.  
7 These lands are considered ripe for urban infill development and have the  
8 necessary public facilities to support it, including but not limited to transportation  
9 and schools.

10  
11 The following explanations are intended to satisfy the requirements of Section  
12 171.204(2), Florida Statutes (2012):

13  
14 Geographic Areas Anticipated for Annexation:

15  
16 See the JPA boundary indicated in Map 1, attached hereto and incorporated  
17 herein.

18  
19 Future Land Uses to be Established by the City after annexation:

20  
21 The City may amend its future land use map to apply any category within the JPA  
22 after annexation, subject to the following exceptions:

23  
24 The City shall limit the Future Land Uses in JPA Sub-Areas 1, 2 and 3, as  
25 depicted on Map 1, to the following categories:

26  
27 Conservation, Forestry Resource, Agriculture, Rural, Recreation, and/or  
28 Public Grounds and Buildings.

29  
30 Necessary Public Facilities and Services:

31  
32 Transportation: See the Roads Sub-Agreement and "Map 2", attached hereto and  
33 incorporated herein.

34  
35 Public Utility Facilities: A portion of the JPA is currently served by the New  
36 Smyrna Beach Utilities Commission. The County and City hereby agree that the  
37 provision of water and sewer services to any properties within the JPA which are  
38 annexed by the City shall be determined by the City. The City agrees to work in  
39 good faith with the New Smyrna Beach Utilities Commission to facilitate such  
40 service.

41  
42 School Facilities: The JPA shall be served by the schools zoned by the Volusia  
43 County School District and shall not conflict with the Interlocal Agreement  
44 between Volusia County and the Volusia County School District, as amended.  
45 The City agrees to work with the Volusia County School District to further the  
46 requirements and goals of the School Interlocal Agreement between the County  
47 and the School District.  
48

1                   Natural Resources:  
2

3                   Lands containing sensitive natural resources, to the extent they exist in the JPA,  
4                   will be protected by the conservation element of the City's comprehensive plan.  
5                   The City agrees to amend its Future Land Use Map to include the Environmental  
6                   Core Overlay (ECO) lands located within the City and indicated on Map 1. The  
7                   City agrees to amend its comprehensive plan to include policies consistent with  
8                   the County's Smart Growth Initiative policies, as found in the County Future  
9                   Land Use Element, Section H. The City shall adopt the map and text amendment  
10                  within six months of the effective date of this ISBA.  
11

12                  2. Planning Process and Implementation.  
13

- 14                  a. The City and the County agree to amend their Intergovernmental Coordination  
15                  Element(s) within six months of the effective date of this Interlocal Service  
16                  Boundary Agreement (ISBA) by adopting a policy referencing said agreement,  
17                  and in accordance with Section 171.203(9), Florida Statutes (2012). The  
18                  County's policy shall read as follows, and shall be inserted in Chapter 14 of the  
19                  county comprehensive plan:  
20

21                  14.1.2.12       Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County  
22                  and the City of New Smyrna Beach have established an Interlocal  
23                  Service Boundary Agreement (ISBA) adopted on \_\_\_\_\_,  
24                  2013. The agreement allows the City to annex properties within  
25                  the Joint Planning Area that would not otherwise be eligible for  
26                  annexation subject to the provisions established in the ISBA.  
27

- 28                  b. The City agrees to adopt a Municipal Service Area (MSA) as an amendment to its  
29                  comprehensive plan within six months of the effective date of the ISBA, and in  
30                  accordance with Section 171.203 (11), Florida Statutes (2012). The MSA shall  
31                  include the area indicated in the attached Map 1 and the provisions established  
32                  within the ISBA. The amendment shall include the elements required by Section  
33                  171.203 (11), Florida Statutes (2012).  
34

- 35                  c. The County comprehensive plan, zoning, and land development regulations shall  
36                  apply to all parcels within the JPA until the City annexes the parcel at issue and  
37                  amends its comprehensive plan accordingly. The City shall act as the point of  
38                  permit processing, plan review, issuance, inspection, code enforcement, and  
39                  interpretation of the county comprehensive plan, zoning, and land development  
40                  regulations for proposed development on existing entitled parcels within the JPA.  
41                  A property owner may appeal the City's interpretation to the County's Zoning  
42                  Administrator. Appeals of any determination made by the County's Zoning  
43                  Administrator are heard by the Volusia County Council, as required by the  
44                  Volusia County Code.  
45  
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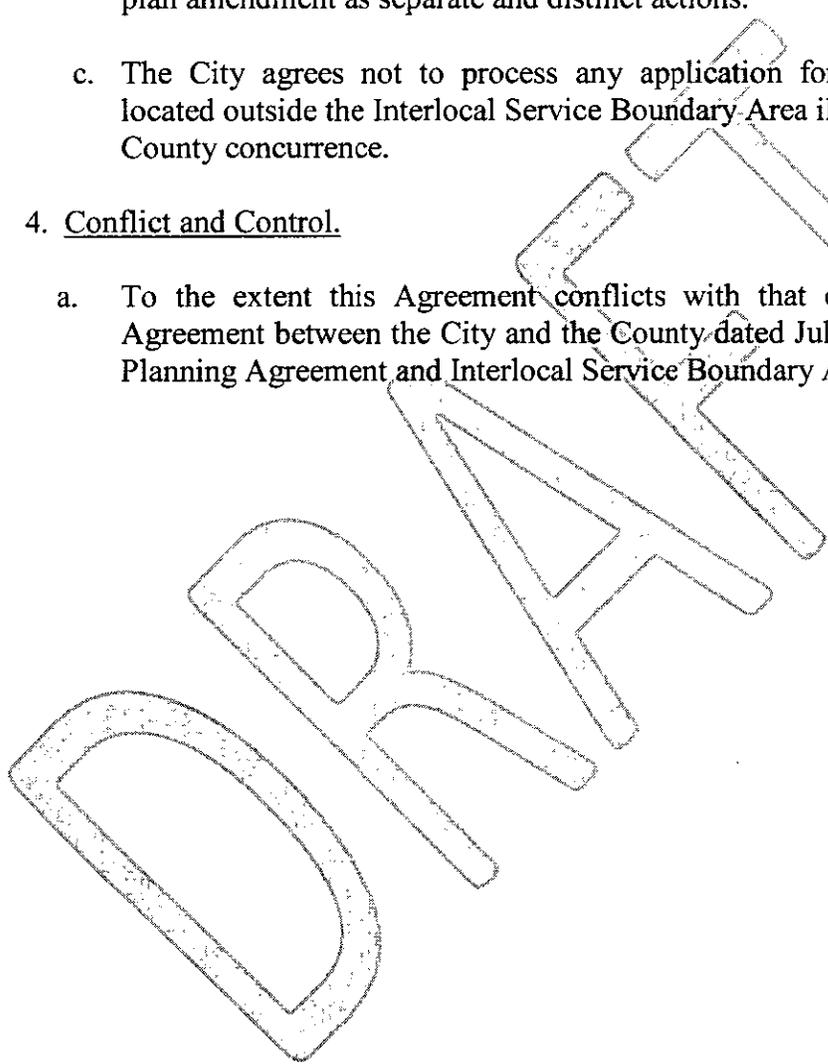
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3. Annexation.

- a. This Agreement allows for annexation of parcels within the JPA that would not otherwise be allowed under Chapter 171, Florida Statutes, because they would create pockets, create enclaves, or would be noncontiguous.
- b. The City agrees to process a Future Land Use Map amendment concurrently with any JPA annexation. The City must adopt the annexation and the comprehensive plan amendment as separate and distinct actions.
- c. The City agrees not to process any application for annexation of properties located outside the Interlocal Service Boundary Area illustrated on Map 1 without County concurrence.

4. Conflict and Control.

- a. To the extent this Agreement conflicts with that certain Interlocal Planning Agreement between the City and the County dated July 1, 1999, the terms of this Planning Agreement and Interlocal Service Boundary Agreement control.



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## Roads

### Service Delivery Sub-Agreement

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This Roads Services Delivery Sub-Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of New Smyrna Beach (“City”) and Volusia County (“County”).

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes (2012); and

WHEREAS, the County possesses powers of self government and home rule as provided by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and

WHEREAS, the County provides for road construction and maintenance on all roads accepted into its system within unincorporated areas. The County also provides for the construction and maintenance of roads designated as “C” and “CR” roads regardless of its location within the unincorporated areas or within the City; and

WHEREAS, the City’s annexations have or have the potential to significantly increase impacts to County and City roads; and

WHEREAS, the County and City acknowledge that the County’s and City’s road systems improvements and maintenance cannot be adequately funded with the existing funding sources (i.e. gas taxes, impact fees, grants, etc.); and

WHEREAS, the County and City acknowledge increased coordination in road system planning, construction, and maintenance will result in more efficient expenditure of funds and provide enhanced maintenance or capacity level of service for roads within the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes (2012), encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as roads; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to road services will result in better and more efficiently maintained roads for all of the citizens of Volusia County and a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. Volusia County shall retain jurisdiction, ownership and control of the entire length of County Thoroughfare Roads regardless of any parcel annexations by the City, including the existing thoroughfare roads listed below and subsequent

1 additions to the County's thoroughfare roadways as illustrated in Figure 2-1,  
2 Volusia County Comprehensive Plan:

- 3
- 4 Atlantic Avenue/CR A1A
- 5 Turnbull Bay Road
- 6 Pioneer Trail
- 7 Airport Road
- 8 Williamson Blvd extension
- 9 Sugar Mill Drive
- 10 Josephine/10th Street
- 11 Wayne Avenue
- 12 Wallace Road east to U.S. 1
- 13 Halleck Street
- 14 Mission Drive
- 15 Old Mission Road
- 16 Saxon Drive from A-1A south to the City limits.

17  
18 On the effective date of this Agreement, the City shall accept jurisdiction, ownership and  
19 control of the following roads:

- 20
- 21 Sundance Trail from Art Center Avenue to dead end. (The County shall resurface this
- 22 road segment to County standards prior to conveyance.)
- 23 Hidden Pines Boulevard from State Road 44 to Shorewood Lane. (The County shall
- 24 resurface this road segment to County standards prior to conveyance.)
- 25 Hidden Pines Boulevard from Shorewood Lane to Paige Avenue.
- 26 Robin Road from Corbin Park Road to Shorewood Lane.
- 27 Baltimore Circle from Hidden Pines Boulevard to dead end.
- 28 Stewart Drive from Paige Avenue to dead end.
- 29 Otter Boulevard from Jungle Road to Pioneer Trail.

30  
31 The following roads from South Atlantic Avenue to Hill Street, which the City is already  
32 maintaining:

- 33 1st Avenue
- 34 2nd Avenue
- 35 4th Avenue
- 36 8th Avenue
- 37 9th Avenue
- 38 10th Avenue
- 39 11th Avenue
- 40 13th Avenue
- 41 16th Avenue
- 42 17th Avenue
- 43 18th Avenue
- 44 19th Avenue
- 45 20th Avenue
- 46 21st Avenue
- 47 22nd Avenue
- 48 23rd Avenue

1 24th Avenue  
2 3rd Avenue from SR A1A to Hill Street  
3 Glencoe Road from State Road 44 to Limestone Court.  
4

- 5 b. In accordance with Section 335.0415(3), Florida Statutes (2012), the City and  
6 County hereby agree that the following terms shall govern future annexations as  
7 they occur within the MSA with regard to the permanent transfer of non-  
8 thoroughfare roadway maintenance responsibilities from the County to the City.  
9
- 10 i. For purposes of this agreement, "road segment" shall mean the portion of  
11 a County road between two intersecting roads; and  
12
- 13 ii. On January 1, 2014, non-thoroughfare county roads, not identified in  
14 subsection "a." above, within or adjacent to the existing City boundary  
15 shall become roads under the City's jurisdiction and maintenance  
16 responsibility upon the occurrence of the following condition: At least  
17 fifty-one percent (51%) of the road segment is either within or adjacent to  
18 the existing City boundary per Section 335.0415(3), Florida Statutes  
19 (2012); and  
20
- 21 iii. All County non thoroughfare roads within the MSA shall transfer to the  
22 City's jurisdiction and maintenance responsibility by segment upon  
23 annexation of at least fifty-one percent (51%) of a road segment per  
24 Section 335.0415(3), Florida Statutes (2012); and  
25
- 26 iv. The 51% segment is calculated based on the frontage of annexed parcels  
27 on each side of the road segment between two intersecting roads; and  
28
- 29 v. Once 51% or more of a segment is annexed, the entire road segment  
30 between the two intersecting roads will be deemed annexed into the City  
31 and transfer to the City's jurisdiction, and ownership; and the City will be  
32 fully responsible for all maintenance and other responsibilities of the road  
33 per Section 335.0415(3), Florida Statutes (2012); and  
34
- 35 vi. As the City accepts jurisdiction and responsibility over a road segment, it  
36 shall have the same right of access for purposes of maintenance as the  
37 County, to the fullest extent the County is able to grant such a right.  
38
- 39 vii. Annexations pursuant to this Agreement shall include conveyance of all  
40 responsibilities from the County to the City related to the maintenance and  
41 governance of the adjoining portions of any Special Assessment Districts,  
42 including streetlighting.  
43
- 44 viii. Any County or City agreements for road improvements with other  
45 governmental or private entities existing at the time of the approval of this  
46 Agreement shall remain in full force and effect except in the case of a  
47 conflict with this Agreement, in which case the terms of this Agreement  
48 shall prevail. It is the intention of the parties than no additional "mutual

1                   agreements” shall be necessary to effect road segment annexation. This  
2                   Agreement is intended to convey the will of the parties concerning all road  
3                   segments within the MSA.  
4

5                   2. Transportation Planning and Coordination.  
6

- 7                   a. The City and County agree to use the adopted Volusia Transportation Planning  
8                   Organization (TPO) Transportation Impact Analysis (TIA) Guidelines to coordinate  
9                   the review and mitigation of development impacts on road, transit, bicycle and  
10                  pedestrian systems based upon a mutually agreed upon TIA methodology. The TIA  
11                  Guidelines shall utilize the latest adopted level of service standards and transportation  
12                  plans within the impacted jurisdictions' comprehensive plans including the adopted  
13                  Volusia TPO Long Range Transportation Plan.  
14  
15                  b. In the event that the standards or plans may be different, the TIA methodology and/or  
16                  mitigation plan shall address coordination. When necessary, comprehensive plans  
17                  shall be updated to reflect the latest coordination plan(s). In the case that the TIA  
18                  Guidelines become defunct, the City and County agree to continue to utilize the latest  
19                  adopted version for the purpose of plan review and mitigation coordination.  
20

21                  3. Funding.  
22

- 23                  a. The City and County will work together to obtain funding sources for capital  
24                  improvements relative to transportation within the MSA.  
25  
26                  b. The City and County will work together to obtain funding sources for capital and  
27                  operating expenses relative to providing transit service within the MSA.  
28  
29                  c. At the discretion of the County Council, the County may collect the applicable  
30                  County road impact fees within all areas of the City, to mitigate for impacts to  
31                  county Thoroughfare roadways.  
32  
33                  d. Within the City limits, the City may also enact additional road impact fees that do not  
34                  duplicate the County's road impact fee.  
35

36                  4. Maintenance.  
37

- 38                  a. The City and County may enter into maintenance agreements for certain segments of  
39                  permanent County roads, as identified in paragraph 1.a, within the MSA. The County  
40                  agrees that the City shall be justly compensated for any and all maintenance  
41                  subjugated to the City through a maintenance agreement. These maintenance  
42                  agreements shall include, but not be limited to:  
43  
44                  i. Any mowing, edging, tree trimming, maintenance of shrubs, flowers, trees and  
45                  special grasses in rights-of-ways and within medians; unless previously addressed  
46                  by a County use permit; and  
47

- 1           ii. Jurisdiction and maintenance for all stormwater drainage and retention systems
- 2           associated with the road systems; and
- 3
- 4           iii. The cost of maintenance shall be based on the level of service provided by the
- 5           County and shall be negotiated between the parties on an annual basis as part of
- 6           the budgetary process.
- 7
- 8           b. All roads whose jurisdiction is transferred to the City under the terms of this
- 9           agreement shall be maintained by the City unless otherwise agreed to in a separate
- 10          maintenance agreement.
- 11
- 12          c. If the road is transferred to the City, the County shall provide all documents and
- 13          drawings concerning the road drainage and right of way, to the extent such
- 14          documents are in the County's possession.
- 15
- 16          d. Acceptance of maintenance of a road right-of-way by the City also includes
- 17          acceptance and maintenance of sidewalks, and/or multi use trails, and signs.
- 18
- 19
- 20
- 21

DRAFT

## Building Permitting and Inspection Service Delivery Sub-Agreement

---

This Building Permitting and Inspection Services Delivery Sub-Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of New Smyrna Beach (“City”) and Volusia County (“County”).

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes (2012); and

WHEREAS, the County possesses powers of self government and home rule as provided by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and

WHEREAS, The County and City each provide building permitting and inspection services within their respective jurisdictions; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as building permitting and inspections.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a unified approach to building services will result in more efficient use of County and City services in a manner that protects and promotes the health and welfare of all of the citizens of Volusia County and a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. Within the boundaries of the MSA, the City shall serve as the single point of service for building, permitting, and inspections, and enforcement (including Chapter 72, Article 3, Division 7 Flood Hazard Management, of the County Code as may be amended).
- b. Through mutual agreements, the City and County may grant authorization to each other to perform plan review and inspections in their respective jurisdictions in certain situations (i.e. County facilities in City or City facilities in un-incorporated County). Plan review and inspections for a specific project must be performed by the same entity; these duties may not be divided between the County and the City.

1  
2  
3 **Fire Service**  
4 **Delivery Sub-Agreement**  
5

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6 This Fire Services Delivery Sub-Agreement is made and entered into this \_\_\_\_\_ day of  
7 \_\_\_\_\_, 2013, by and between the City of New Smyrna Beach ("City") and Volusia  
8 County ("County").  
9

10 WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII,  
11 Section 2(b), Florida Constitution and Section 166.021, Florida Statutes (2012); and  
12

13 WHEREAS, the County possesses powers of self government and home rule as provided  
14 by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and  
15

16 WHEREAS, the County provides fire prevention and suppression and non-transport  
17 emergency medical services in the unincorporated and incorporated areas of the county through  
18 the Volusia County Fire Services; and  
19

20 WHEREAS, the County provides funding for fire services through federal and state  
21 grants, County General Fund, Volusia County Fire Impact Fees, Volusia County Fire District  
22 Municipal Services Benefit Unit Assessment, and Volusia County Fire District Fees; and  
23

24 WHEREAS, the County and City recognize the most efficient approach to assuring  
25 adequate fire protection is a coordinated and unified approach between the County and the City;  
26 and  
27

28 WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida  
29 Statutes, encourages and empowers local government to cooperate with one another on matters  
30 of mutual interest and advantage, and provides for interlocal agreements between local  
31 governments on matters such as fire services; and  
32

33 WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida  
34 Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida  
35 Statutes, recognizes the use of interlocal service boundary agreements and joint planning  
36 agreements as a means to coordinate public services such as fire services.  
37

38 NOW, THEREFORE, in consideration of the mutual covenants set forth in this  
39 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the  
40 County agree that a coordinated and unified approach to fire services results in a more efficient  
41 and effective method of service and promotes the safety and welfare for all of the citizens of  
42 Volusia County and agree a need exists to continue said service delivery arrangements in the  
43 following manner:  
44

- 45 1. Service Delivery Agreement. The County and City shall continue to utilize a  
46 coordinated and unified approach for fire services.  
47

- 1           2. The County and City shall continue the current mutual aid agreement in place  
2           with Volusia County Fire Services ("VCFS"), hereby known as the Volusia  
3           County Fire Chiefs Association Interlocal Agreement for Fire and/or Rescue  
4           Service Mutual Aid within Volusia County. If that agreement should terminate  
5           without renewal, the City shall be solely responsible for fire services within the  
6           incorporated boundaries of the City unless service is otherwise stipulated in an  
7           agreement between the County and the City.  
8
- 9           3. The incorporated boundaries of the City shall include those areas annexed into the  
10          City including those areas annexed pursuant to the Planning Services Sub-  
11          Agreement and the MSA as defined in the Planning Services Sub-Agreement.  
12
- 13          4. Maximum effective range for fire rescue apparatus under daily operations shall be  
14          within the expected service areas that are mutually agreed upon and designated by  
15          the Computer Aided Dispatch ("CAD") run card system.  
16
- 17          5. If at any time either agency believes there are disparities which result in either  
18          agency supplanting the other's primary core fire/rescue/EMS services, the two  
19          agencies shall meet and determine a mutually beneficial remedy.  
20
- 21          6. The City and County will provide closest unit response regardless of call type for  
22          emergency and non emergency Fire and Rescue calls regardless of boundaries.  
23
- 24          7. Fire Hydrants: VCFS currently operates under an existing interlocal agreement  
25          with the City for the replacement cost for each fire hydrant, maintenance on each  
26          fire hydrant, water for flushing and firefighting and other miscellaneous hydrant  
27          expenses in a municipal service district governed by the City's Utilities  
28          Commission. This interlocal agreement, dated November 30, 1983, shall remain  
29          in full force and effect. The City's fire department shall be responsible for  
30          performing hydrant fire flow tests and painting City fire hydrants.  
31
- 32          8. The City and the County currently conduct inspections for new construction, as  
33          well as inspections associated with business tax receipt applications, within their  
34          respective jurisdictions. The City and the County will continue to perform  
35          inspections within their own jurisdictions, until such time as a property is annexed  
36          into the City. Once the property is annexed, the City will assume responsibility  
37          for inspections on that property.  
38  
39  
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1  
2  
3 **Solid Waste Collection and Disposal**  
4 **Delivery Sub-Agreement**  
5  
6

---

7 This Solid Waste Collection and Disposal Delivery Sub-Agreement is made and entered  
8 into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of New Smyrna Beach  
9 (“City”) and Volusia County (“County”).

10  
11 WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII,  
12 Section 2(b), Florida Constitution and Section 166.021, Florida Statutes (2012); and

13  
14 WHEREAS, the County possesses powers of self government and home rule as provided  
15 by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and

16  
17 WHEREAS, the County is required by Florida Statutes to provide a point of collection  
18 and disposal of solid waste for all of Volusia County; and

19  
20 WHEREAS, the County provides a point of collection and disposal for solid waste for the  
21 City at the County’s existing solid waste facility; and

22  
23 WHEREAS, the County and City recognize the most efficient approach to provide solid  
24 waste collection and disposal services is a coordinated and unified approach between the County  
25 and the City; and

26  
27 WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida  
28 Statutes (2012), encourages and empowers local government to cooperate with one another on  
29 matters of mutual interest and advantage, and provides for interlocal agreements between local  
30 governments on matters such as solid waste collection and disposal services; and

31  
32 WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida  
33 Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida  
34 Statutes, recognizes the use of interlocal service boundary agreements and joint planning  
35 agreements as a means to coordinate public services such as solid waste collection and disposal  
36 services.

37  
38 NOW, THEREFORE, in consideration of the mutual covenants set forth in this  
39 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the  
40 County agree a coordinated and unified approach to solid waste collection and disposal services  
41 result in a more efficient and effective method of service and promotes the health and welfare for  
42 all of the citizens of Volusia County and agree a need exists to continue said service delivery  
43 arrangements in the following manner:

- 44  
45 1. Service Delivery Agreement.  
46

- 1 a. The County's solid waste contractor will continue to serve its franchise area,  
2 being the unincorporated part of the Interlocal Service Boundary Area, until  
3 expiration of its franchise agreement December 31, 2018. Beginning January 1,  
4 2019, the City's solid waste contractor shall provide service to the entire  
5 Interlocal Service Boundary Area.  
6
- 7 b. The City's solid waste contractor will continue to serve its franchise area, being  
8 the incorporated area of the Interlocal Service Boundary Area, after the date of  
9 this agreement.  
10
- 11 c. Prior to January 1, 2019, when a parcel receiving refuse/recycling services from  
12 the County's solid waste contractor is annexed into the City, the County's solid  
13 waste contractor shall continue to provide the service until December 31 of the  
14 year of annexation. The City's solid waste contractor shall provide the services  
15 thereafter.  
16
- 17 d. The City will direct all residential/commercial solid waste collected within the  
18 City boundaries, as amended, to the County's solid waste disposal facilities  
19 located at 1990 Tomoka Farms Road Landfill Port Orange, Florida or the West  
20 Volusia Transfer Station located at 3151 East State Road 44, DeLand, Florida.  
21 This section is not intended to infer or imply that the County has agreed or will  
22 agree to accept waste that is inconsistent with the County's landfill and/or waste  
23 disposal policies, the Volusia County Code, Florida Statutes, or any other  
24 applicable law.  
25

DRAFT

1  
2  
3 **Stormwater Management**  
4 **Service Delivery Sub-Agreement**  
5  
6

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7 This Stormwater Management Service Delivery Agreement (the "Agreement") is made  
8 and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of New  
9 Smyrna Beach ("City") and Volusia County ("County").

10  
11 WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII,  
12 Section 2(b), Florida Constitution and Section 166.021, Florida Statutes (2012); and

13  
14 WHEREAS, WHEREAS, the County possesses powers of self government and home  
15 rule as provided by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and

16  
17 WHEREAS, the County and the City strive to achieve a high level of cooperation and  
18 coordination in their management of stormwater for the residents of Volusia County; and

19  
20 WHEREAS, the County and the City share the primary objective to efficiently provide  
21 stormwater management to all residents of Volusia County; and

22  
23 WHEREAS, the County and City recognize the most efficient approach to provide  
24 stormwater management is a coordinated and unified approach between the County and the City;  
25 and

26  
27 WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida  
28 Statutes (2012), encourages and empowers local government to cooperate with one another on  
29 matters of mutual interest and advantage, and provides for interlocal agreements between local  
30 governments on matters such as stormwater management; and

31  
32 WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida  
33 Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida  
34 Statutes, recognizes the use of interlocal service boundary agreements and joint planning  
35 agreements as a means to coordinate public services such as stormwater management.

36  
37 NOW, THEREFORE, in consideration of the mutual covenants set forth in this  
38 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the  
39 County agree a coordinated and unified approach to stormwater management results in a more  
40 efficient and effective method of service and promotes the health and welfare for all of the  
41 citizens of Volusia County and agree a need exists to implement said service delivery  
42 arrangements in the following manner:

43 1. Service Delivery Agreement.

- 44  
45 a. The County shall require development within unincorporated areas of the MSA to  
46 coordinate their stormwater management design and facilities with the City's

1 stormwater master planning efforts.

2 b. All ditches and canals within the roadway systems that are to be transferred to the  
3 City must be maintained to the County's standard level of service by the County prior  
4 to the acceptance of such drainage infrastructure by the City.

5  
6 c. To the extent available, the County shall provide all drainage system and rights-of-  
7 way maps that indicate county maintenance responsibilities and illustrate the drainage  
8 systems for roads within the Interlocal Service Boundary Area.

9  
10 d. If the drainage system is shared with the County, then the City and the County may  
11 prepare a separate funding agreement for improvements, if needed.

12  
13 e. To the extent available, the County shall provide copies of all work orders and  
14 records within the Interlocal Service Boundary Area for the last 5 years.

15  
16 f. The County shall provide information on all known recorded conservation areas,  
17 mitigation properties, and all determined wetland jurisdictional findings.

18  
19 g. The County shall provide information to the City regarding all known repetitive  
20 flooding structures, as determined by the Federal Emergency Management Agency  
21 ("FEMA").

22  
23 h. Those parcels considered wholly or partially within the City's boundaries shall be  
24 subject to the City's stormwater utility fee whether developed or otherwise. If a  
25 property is annexed into the City, the City's utility fee will take effect the following  
26 year. There will be no County utility fee refunds or prorates for the year in which the  
27 property was annexed.

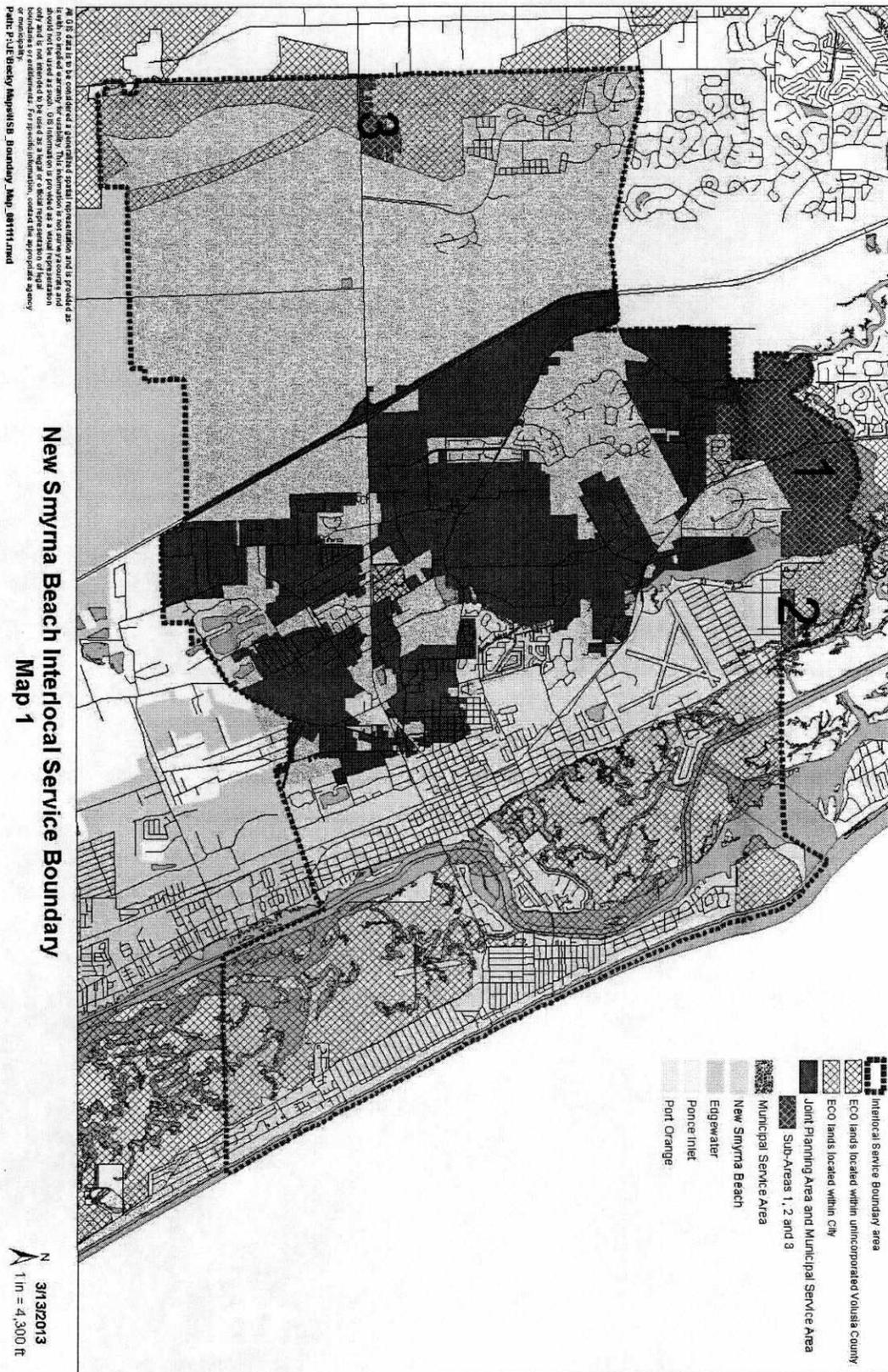
28  
29 i. The County and City shall include stormwater management coordination within the  
30 separate Road Service Delivery Sub-Agreement

31  
32 2. Funding. The City shall be responsible for the capital and maintenance costs related to  
33 the infrastructure for compliance with NPDES regulations. However, for infrastructure  
34 that provides benefits for property outside of the City limits, the County and City may  
35 prepare a separate funding agreement to share in the cost and maintenance of the  
36 mutually benefiting infrastructure.

37  
38 3. Drainage Basin Studies. The County shall include the City as a participant in the  
39 drainage basin studies that directly impact the City.

40  
41

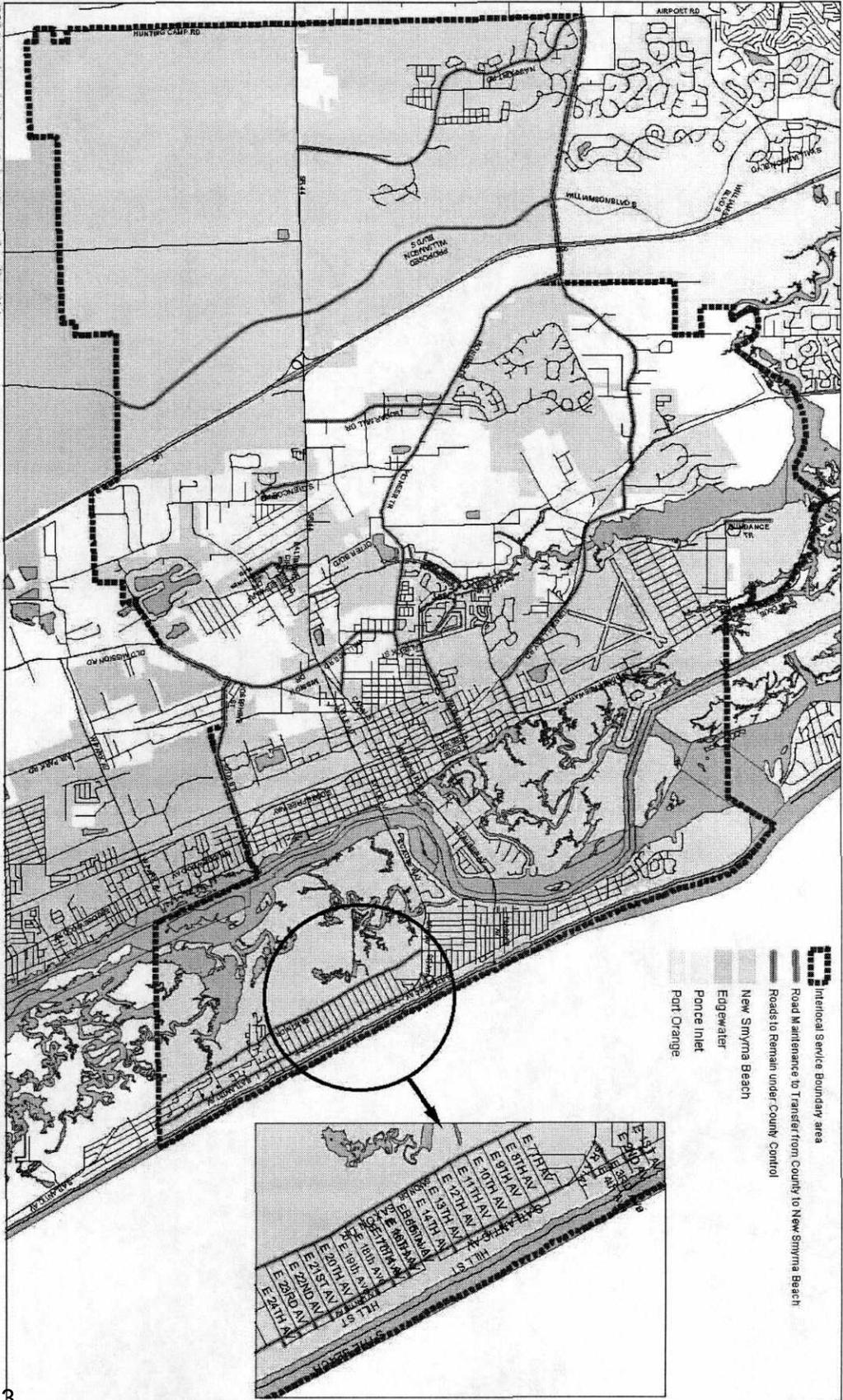
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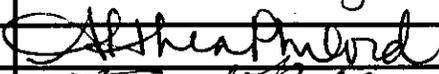
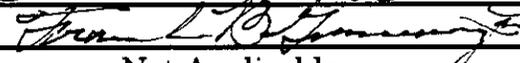


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All GIS data is to be considered a general representation and is provided as is with no implied warranty for usability. This information is not for a specific and should not be used as such. GIS information is provided as a visual representation of boundaries or boundaries of land parcels. For more information, contact the appropriate agency or municipality.  
 Path: C:\Users\jgiles\OneDrive\GIS\Boundary\_StreetMap\_2\Boundary

**New Smyrna Beach Interlocal Service Boundary Agreement**  
**Map 2**



<b>Department Making Request:</b>	City Manager	
<b>Meeting Date:</b>	April 9, 2013	
<b>Action Item Title:</b>	2013 Citizen Survey	
<b>Agenda Section:</b>	Administrative Items/New Business	
<b>Summary Explanation and Background:</b>		
<p>In the spring of 2009, the University of Central Florida (UCF) Institute for Social and Behavioral Sciences conducted a citizen survey on behalf of the City of New Smyrna Beach. The New Smyrna Beach Citizens' Survey 2009 was designed to determine citizen views of the overall quality of life in the City, satisfaction with city services, and opinions about city government and its various agencies and functions.</p> <p>Telephone interviewers from the UCF Institute for Social and Behavioral Sciences polled 513 City residents about these issues. Results were used to guide budget decisions and identify areas of improvement of City services beginning in FY '10.</p> <p>Much has changed since the 2009 survey was conducted. As we enter into budget preparations for FY '14, the City would like to conduct a follow up citizen survey that is modeled on the 2009 instrument. In particular, the new survey will be designed to reveal trends in citizen outlooks wherever possible including citizen satisfaction with City services and overall quality of life. The 2013 survey also will seek opinions on the impacts of five years of funding reductions on service delivery along with citizen willingness to support increasing taxes to regain those services or to embark on major capital projects.</p> <p>The UCF Institute for Social and Behavioral Sciences has provided a proposal to conduct the 2013 survey using similar methods as used in 2009. The scope of work includes survey implementation and analysis and report preparation and presentation. The target receipt date of the final report on the New Smyrna Beach Citizen's Survey 2013 is June 2013 with presentation to the City Commission in August 2013.</p> <p>The total estimated cost is \$10,112 to be paid out of the General Government budget.</p>		
<b>Recommended Action/Motion:</b>		
<ul style="list-style-type: none"> <li>➤ Authorize staff to conduct a New Smyrna Beach Citizen's Survey 2013.</li> </ul>		
<b>Funding Analysis:</b> \$10,112 to be paid out of the General Government budget.		
<b>Exhibits Attached:</b> 00151901-531099 - Funds available		
<ul style="list-style-type: none"> <li>➤ Scope of Work</li> </ul>		
<b>Reviewed By:</b>	<b>Name</b>	<b>Signature</b>
<b>Department Director:</b>	Pamela Brangaccio City Manager	
<b>Finance Director</b>	Althea Philord	
<b>City Attorney</b>	Frank B. Gummey III	
<b>City Manager</b>	Pam Brangaccio	Not Applicable
<b>Commission Action:</b>		



# University of Central Florida

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Institute for Social and Behavioral Science  
Department of Sociology  
Orlando, FL 32816-1360  
407-823-5083

## **Scope of Work: City of New Smyrna Beach Residents Survey 2013**

The UCF Institute for Social and Behavioral Sciences is pleased to present this proposal to undertake a telephone survey of residents of New Smyrna Beach, Florida, to determine citizen views of the overall quality of life in the city, satisfaction with city services, opinions about city government and its various agencies and functions, etc. The proposed survey would be modeled on a similar survey done by ISBS for the City in 2009 but will be substantially shorter. The new survey will be designed to reveal trends in citizen outlooks wherever possible, recognizing the limitations in this posed by a shorter survey with fewer questions.

### **The 2009 Survey**

The 2009 survey was intended to include approximately 500 respondents each of whom would be administered an oral telephone survey "not to exceed 8 minutes in length." In the end, 513 New Smyrna Beach residents were surveyed, but the questionnaire administration averaged 13 minutes in length. As a result, 619 caller hours were required to complete the survey, the cost of which (\$7,678) exceeded the total budget for the survey (\$7,600). The proposal detailed below therefore prices out a project that maximizes comparability with the 2009 survey but one based on the sample size and survey length that could be implemented for a cost not much more than the cost of the 2009 survey.

### **Survey Costs**

Survey costs are both fixed and variable. The fixed costs are the professional time required to develop, pretest, refine and code the study questionnaire; design and implement the sample; supervise the calling operation; clean the data base; and prepare project presentations and technical reports, plus the associated indirect costs. The variable costs include sample acquisition (larger samples cost more money); completed sample size; and survey length.

Survey length matters not so much because a 12 minute survey takes four minutes more time to complete than an 8 minute survey but mainly because people are much more

likely to agree to participate if you tell them you only need 8 minutes of their time as opposed to 10, 12 or 15 minutes. We often find that we can complete two or even three 8-minute surveys per hour of interviewer calling time. In the 2009 NSB survey, in contrast, it took 619 hours to complete 513 surveys (or 72.4 minutes per survey). The difference is entirely in the amount of calling, recalling, and survey refusals encountered in completing a 13 minute interview vs. an 8 minute interview.

The second major variable cost consideration in designing a survey is the sample size, and here a number of factors come into play: how precise the survey estimates need to be; how variable the things to be estimated are in the population being surveyed; what subgroups need to be analyzed; and similar considerations. Assuming a population size of 22,481 (the estimated 2011 population of NSB according to the US Census), 95% confidence intervals, and proportions near 50-50, the precision (survey "plus or minus") for a sample of  $N = 300$  is  $\pm 5.62$  percentage points.

Concerning survey length, in order to contain costs, the 8-minute survey length must be adhered to. The attached questionnaire pretests at about that length

#### **Fixed Costs**

We estimate the professional time required to implement the survey, analyze the results, and prepare presentations and reports to be roughly 5 professional days, which time is billed at \$700/day. Per agreement with the UCF Research Foundation, indirect costs are to be charged at 15% of total (unmodified) direct costs.

#### **Variable Costs**

**Sample acquisition:** We purchase telephone samples from a commercial supplier. These are prescreened RDD-generated samples and are therefore relatively efficient but they do not include cell phone numbers, only land-lines. Cell-phone numbers cost more and can only be purchased for entire counties. If  $n$  is the target sample size, then we always purchase  $10n$  numbers to allow for refusals, not-at-homes, unsuccessful call-backs, voice mail intercepts, etc. Samples are billed to us at \$75 (flat fee) plus 21 cents per number requested.

**Caller time:** For the 8-minute survey, we assume two completed interviews per hour of calling time. Calling time is billed at \$12/hour. We estimate that we can complete the survey in three weeks of field time. This estimate is reflected in the supervision and telephone billing costs for each survey. (Survey supervision = \$2,500/month; telephone billing charges = \$500/month.)

Fringe benefits on all salaries are estimated at 10%, based on prior experience.

**Total Survey Costs**

Under the above assumptions, the survey prices out as follows:

Selected Option

ISBS Professional time: 5 days at \$700	3,500
Supervisory time:	1,875
LD Phone Charges	375
Sample acquisition: 21 cents per name + \$75	705
Interviewer time @ \$12/hour	1,800
Fringe on professional salaries at 10%	538
Total Direct Costs	\$8,793
Indirect costs at 15%	1,319
Total Costs	\$10,112

### New Smyrna Beach Citizens Survey 2013

Hi, my name is \_\_\_\_\_. I work for UCF and I am not selling anything! We're doing a survey for the City of New Smyrna Beach. The City Government and staff are trying to determine citizen thoughts on city services and the quality of life. The survey is very short – it only takes about 8-9 minutes.

**[INTERVIEWER: Add as necessary to assure respondent: Your participation in this survey is completely voluntary and confidential. Do you have any questions you want to ask about the survey? Your number was chosen at random to participate in this survey. You will not be identified by name in any document we produce. We are interviewing approximately 500 people and your answers will be combined with everyone else's. You have the right to refuse to answer any question you want. You may also terminate the interview at any time.]**

I can only interview residents within the city limits of New Smyrna Beach who are 18 years of age or older. Do you live within the city limits of New Smyrna Beach?

- 1 Yes → Continue
- 2 No → Apologize for the interruption and terminate interview

Are you at least 18?

- 1 Yes → Continue
- 2 No → Ask to speak to someone in the household who is at least 18

OK, let's get started. First, taking all things into consideration how satisfied are you with the overall quality of life in the City of New Smyrna Beach: Would you say you are [READ OPTIONS]:

- 4 Very satisfied
- 3 Somewhat satisfied
- 2 Not too satisfied
- 1 Not satisfied at all
- 9 DK/NA/Refused

In general, how well does the City of New Smyrna Beach government operate? Would you say [READ OPTIONS]...

- 5 Very good
- 4 Good
- 3 Average
- 2 Poor
- 1 Very poor
- 9 DK/NA/Refused

How good a job has the City of New Smyrna Beach done in managing local growth and development the past few years – excellent, good, fair, or poor – or is this something you really haven't thought much about?

- 4 Excellent
- 3 Good
- 2 Fair
- 1 Poor
- 8 Haven't thought much about it
- 9 All other missing (Any other response)

How good a job has the City of New Smyrna Beach done in the past five years protecting its natural beauty and assets?

- 4 Excellent
- 3 Good
- 2 Fair
- 1 Poor
- 8 Not something I've thought about
- 9 All missing

#### CITY SERVICES

The City's tax revenues have decreased 30 percent over the last five years with a 20 percent reduction in the number of employees. With that in mind, the next set of questions asks your opinions about various city services. First, police services, which has lost 10 positions: Have you ever had to use police services during an emergency?

- 0 No
- 1 Yes
- 9 All missing

If YES: How would you rate the performance of the police during your emergency? Would you say their performance was...

- 4 Excellent

- 3 Good
- 2 Fair
- 1 Poor
- 9 All missing

Next, fire services, which lost 12 positions through retirement: Have you ever had to use fire services during an emergency?

- 0 No
- 1 Yes
- 9 All missing

If YES: How would you rate the performance of fire services during your emergency? Would you say their performance was...

- 4 Excellent
- 3 Good
- 2 Fair
- 1 Poor
- 9 All missing

How about Public Works? Have you ever had to use the Maintenance Operations (Public Works) department during an emergency (such as localized flooding in your neighborhood)?

- 0 No
- 1 Yes
- 9 All Missing

If Yes: How would you rate the performance of our Maintenance Operations department? Would you say it is...

- 4 Excellent
- 3 Good
- 2 Fair
- 1 Poor
- 9 All missing

How about Building Services (Inspections, Permits and Code Enforcement)? Have you ever had to use the Building Department's services?

- 0 No
- 1 Yes
- 9 All Missing

If Yes: How would you rate the performance of the Building Department? Would you say it is...

- 4 Excellent
- 3 Good
- 2 Fair
- 1 Poor
- 9 All missing

Have you ever had to use the Recreation and Special Events Department's services?

- 0 No
- 1 Yes
- 9 All Missing

If Yes: How would you rate the performance of the Recreation and Special Events Department? Would you say it is...

- 4 Excellent
- 3 Good
- 2 Fair
- 1 Poor
- 9 All missing

Have you ever had to use the services of the Planning, Zoning and Engineering departments?

- 0 No
- 1 Yes
- 9 All Missing

If Yes: How would you rate the performance of the Planning, Zoning and Engineering departments? Would you say it is...

- 4 Excellent
- 3 Good
- 2 Fair
- 1 Poor
- 9 All missing

Do you think any city services need to be improved?

- 1 Yes
- 0 No
- 9 Refused

IF YES:

What city service do you think needs the most improvement? The least?

[Enter appropriate number from list]

Would you agree strongly (4), agree (3), disagree (2), disagree strongly (1) or have no real opinion (8) about each of the following statements:

All in all, I am satisfied with the overall direction New Smyrna Beach is taking.

Overall, the City has done all that it can and should do to encourage economic development opportunities.

Overall, I feel that the City welcomes citizen involvement and input on important issues.

Are there any areas of need where, in your opinion, the city should provide expanded City services - even if that means increasing the annual taxes you pay? What are they? RECORD VERBATIM.

What in your opinion are the top three issues facing the City of New Smyrna Beach over the next five years? [RECORD VERBATIM]

The City is facing a number of one-time capital projects or purchases ranging from sidewalks, streetlights, fire and police equipment, boat ramps, bike paths, road resurfacing, and updates to parks and recreation centers. Financing these projects could require bond issues. Would you support a bond issue in order to get them done?

The alternative to issuing bonds to fund these capital projects is to increase general City taxes. In your opinion, are necessary capital projects like these best funded with bond issues or is it better to fund them with across-the-board tax increases?

- 1 Fund with bonds
- 0 Fund with tax increases
- 8 Doesn't matter, same either way, etc. (VOLUNTEERED)
- 9 DK, can't say, etc.

Do you strongly agree, agree, disagree or strongly disagree with this statement: The services and amenities residents receive from the City of New Smyrna Beach are a good value considering the current taxes they pay.

- 4 Strongly Agree
- 3 Agree
- 2 Disagree
- 1 Strongly Disagree
- 7 Haven't had a chance to think about it

9 All other missing

Since 2009, the City of New Smyrna Beach has cut various City services in order to meet necessary budget reductions. In your opinion, have these cuts seriously reduced the overall quality of life in the City, have had some impact but not a serious impact, or have not had much impact at all?

- 3 Seriously reduced quality of life
- 2 Have had some but not a serious impact
- 1 Not had much impact at all
- 9 DK, hard to say, etc.

Today, some four years later, would you support or oppose an across-the-board tax increase to restore services that have been cut?

- 1 Support
- 0 Oppose
- 9 All missing

Now just a few final questions for purposes of statistical classification. First, what would you say is the most important reason you have chosen to live in New Smyrna Beach? [record verbatim]

Do you live in New Smyrna Beach year-round or just for part of the year?

- 1 Year round
- 2 Part year
- 9 DK/NA/Refused

Do you rent or own the residence where you are currently living?

- 1 Rent
- 2 Own
- 3 Some other arrangement
- 9 DK/NA/Refused

What kind of residence is that – [READ OPTIONS]

- 1 Single family detached
- 2 Duplex
- 3 Town home
- 4 Condo
- 5 Apartment
- 6 Something else

In what year were you born?

Are you registered to vote?

- 0 No
- 1 Yes
- 9 DK/NA/Refused

Do you happen to know who is the City Commissioner for your district?

- 0 Commission Reiker
- 1 Vice Mayor Grasty
- 2 Commissioner McGuirk
- 3 Commissioner Jones
- 9 Don't know, can't say, all missing

How long have you lived in the City of New Smyrna Beach?

\_\_\_\_\_ Years (0 = less than one year; 98 = all my life; 99 = all missing)

What is the highest level of education you have completed?

- 1 Less than high school
- 2 High school (includes GED)
- 3 Some college
- 4 Associates degree
- 5 Bachelor's degree
- 6 Technical degree
- 7 Graduate or professional degree
- 9 DK/NA/Refused

And finally, which of the following best describes your current employment status?

- 1 Employed full time
- 2 Employed part time
- 3 With a job but not working (on strike, temporary leave of absence, laid off, on vacation)
- 4 Homemaker (keeping house)
- 5 Student
- 6 Retired
- 7 Semi-retired
- 8 Disabled and unable to work
- 0 All other responses
- 9 DK/NA/Refused

RECORD R's GENDER

OK, that's it. Thanks, you've been great (TERMINATE INTERVIEW)

DRAFT

<b>Department Making Request: Planning and Engineering</b>			
<b>Meeting Date:</b>	<b>1<sup>st</sup> Reading:</b>	4/9/13	<b>2<sup>nd</sup> Reading:</b> N/A
<b>Action Item Title: Pioneer Trail Interchange</b>			
<b>Agenda Section:</b>	Consent	Public Hearing	Special Items <u>X</u>
<p><b>Summary Explanation and Background:</b> Beginning in the late 1990s, the City of New Smyrna Beach began to anticipate and plan for low-density residential and limited commercial development in recently annexed areas west of Interstate 95. This area consisted of approximately 2,900 acres on and around the State Road 44 / Interstate 95 interchange, and included the area that is now Venetian Bay. As part of the planning for this area, it was assumed that an interchange would be constructed at I-95 and Pioneer Trail, in conjunction with the extension of Williamson Boulevard.</p> <p>In 2005, during the process of reviewing the proposed future land use amendments, the Volusia Growth Management Commission (VGMC) raised concerns about traffic impacts from caused by future growth in this area. A condition of VGMC approval was that the City work with surrounding jurisdictions to complete a traffic analysis and monitor traffic impacts in this area. The City did partner with Volusia County, the City of Port Orange and the City of Edgewater in December 2007 to hire a consultant to prepare the <i>Southeast Volusia Regional Transportation Study</i>. The study did not include the proposed interchange at I-95 and Pioneer Trail. The study was completed in 2008 but was never adopted or accepted by any of the partnering agencies, include the City of New Smyrna Beach.</p> <p>In June 2007, the City Commission, in response to the proposed Woodhaven development on the north side of Pioneer Trail, adopted a resolution that reversed its previous policies and instead requested that the interchange be removed from the Volusia County Transportation Planning Organization's (TPO's) long-range planning documents. The interchange was eventually removed and is not included in the current 2035 Long-Range Transportation Plan.</p> <p>From 2007 through the present, references to the interchange have not been included in either the City's or the TPO's planning documents. However, in March 2013, this issue was again raised by the Volusia County Council, which subsequently approved a resolution on March 21<sup>st</sup> requesting that the TPO add the interchange as an unfunded project in the 2035 Long Range Transportation Plan. The City of Port Orange also adopted a supporting resolution on March 19<sup>th</sup>.</p> <p>As noted in the attached timeline, from the late 1990s through 2005, the City anticipated, supported and encouraged the interchange at I-95 and Pioneer Trail. The City also recommended that Pioneer Trail and Turnbull Bay Road be changed to Urban Area roads instead of rural roads. However, because of concerns raised about the scope and intensity of the proposed Woodhaven project, the City Commission in office in 2007 voted to reverse previous decisions and policies which designated this area as an urban area.</p> <p>The current <i>Comprehensive Plan</i>, which was updated in 2011, continues the 2007 policy direction. No references are made to promoting or encouraging the interchange and it is not shown as an improvement in the Transportation Element. However, the current development pattern for the City around and to the west of the SR 44/I-95 intersection is predicated on the Pioneer Trail interchange being constructed.</p> <p>Because the "no interchange" policy has been in place since 2007, City staff has based its recommendations and planning documents on that policy. As the City annexes areas around Turnbull Bay Road and Pioneer Trail, staff has assured residents that the City would continue to apply the same agricultural and rural land use and zoning designations that these properties</p>			

currently in the County, Additionally, the Interlocal Service Boundary Agreement with the County requires the City to maintain the Conservation, Forestry Resource, Agriculture, Rural, and/or Recreation land use designations along portions of Turnbull Bay Road. These areas are north and east of the Doris Leeper Preserve and the proposed interchange area (map attached).

In the immediate short-term, the interchange would appear to provide the most relief to the Williamson Boulevard/Taylor Road intersection in Port Orange. Based upon information provided by the City of Port Orange from a 2008 Kimley Horn & Associates study, the proposed interchange would result in a reduction of approximately 163 northbound trips that currently turn right at the intersection of Williamson Boulevard and Taylor Road in Port Orange. No analysis was done as part of that study to verify the impacts to the SR 44 / I-95 interchange. However, while the City currently does not experience any level-of-service issues at the I-95/SR 44 interchange, it is likely that an additional interchange at Pioneer Trail would also reduce trips at the SR 44/I-95 ramps.

Long-term, the proposed interchange at Pioneer Trail may appear to be warranted. The 2010 *Sketch Interstate Plan (SIP) for I-95 Future Conditions Report*, which was prepared for FDOT by TranSystems, projects that I-95 between Brevard County and the proposed Pioneer Trail interchange would require 8 lanes by 2035 and that I-95 north of the Pioneer Trail Interchange would require 10-12 lanes by 2035.

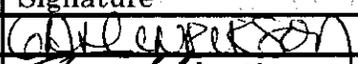
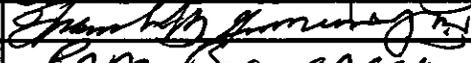
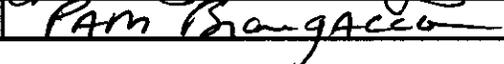
What is not clear is how the extension of Williamson Boulevard may affect the need for an interchange at Pioneer Trail. The road is currently in the process of being extended south from Port Orange to Pioneer Trail. The Restoration DRI in Edgewater is required to extend Williamson Boulevard from SR 442 north to the Edgewater city limit. There are currently no plans to construct the "missing link" of Williamson Boulevard from Pioneer Trail south to the New Smyrna Beach/Edgewater boundary. The land between Pioneer Trail and SR44 is owned by the Utilities Commission. Both the City Commission and the Utilities Commission have supported a westerly alignment of Williamson Boulevard in this area. However, the westerly alignment has not been support by Volusia County. On the south side of SR44, the recently approved Ocean Gate Commerce Center PUD will include a portion of the Williamson Boulevard extension. However, the Ocean Gate segment does not align with the Utilities Commission's western alignment and will not connect to the Restoration segment in Edgewater.

At this time, staff is requesting direction from the City Commission as to whether they wish to move forward with a resolution to support adding the Interstate 95/Pioneer Trail to the TPO's 2035 Long-Range Transportation Plan as an unfunded project, or to continue the 2007 policies.

**Recommended Action/Motion:** Provide direction to staff regarding Commission support for a resolution to support adding the Interstate 95/Pioneer Trail interchange to the TPO Long-Range Transportation Plan as an unfunded project.

**Funding Analysis:** Budgeted N/A If not budgeted, recommended funding account:

**Exhibits Attached:** 1) Timeline of Events; 2) Volusia County Resolution adopted March 21, 2013; 3) Port Orange Resolution adopted March 19, 2013; 4) ISBA Map

Reviewed By:	Name	Signature
Department Director:	Gail Henrikson	
City Attorney	Frank Gummey	
City Manager	Pam Brangaccio	

Commission Action:

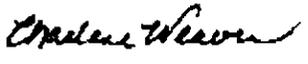
## TIMELINE - INTERSTATE 95 PIONEER TRAIL INTERCHANGE

- October 2, 1998 City hires a traffic consultant to prepare the *West Area Annexation Traffic Impact Study* for the City of New Smyrna Beach. This area includes Venetian Bay. As part of the traffic study, it was assumed that there would be an interchange at I-95 and Pioneer Trail.
- March 23, 1999 City Commission adopted Resolution 5-99 requesting that the Metropolitan Planning Organization include the construction of an interchange at I-95 and Pioneer Trail on its *Work Program Projects List*.
- June 16, 1999 City Commission adopted Ordinances 64-98 and 65-98 amending the *New Smyrna Beach Comprehensive Plan* to describe the West New Smyrna Beach neighborhood, and add the following policies to Objective 1 for transportation improvements required to support development in this area:
- Designate a corridor alignment for a two (2) lane collector road with a minimum 80-foot right-of-way as an extension of Airport Road from Pioneer Trail to State Road 44.
  - Designate a corridor alignment for a two (2) lane collector road with a minimum 80' to 110' right-of-way approximately parallel to Interstate 95 along the present power line corridor extending from Pioneer Trail to State Road 44.
  - Recommend to Volusia County and the Volusia County Metropolitan Planning Organization (MPO) that Pioneer Trail be designated as a four (4) lane facility from Airport Road to State Road 44. Alternate routes along this alignment may be considered so long as the impacts to the traffic network are equivalent.
  - Designate corridor alignments connecting the Airport Road extension south of State Road 44 to an extension of the other proposed collector to create a potential network that could be expanded over Interstate 95 to connect to Park Avenue in Edgewater. Suggest this alignment for consideration as part of the MPO long-range plan updates.
  - Request FDOT and Volusia County to reevaluate the Transitional Area designation given to the following road segments and reclassify these segments as Urban Area:
- Additionally, the City added language to the Comprehensive Plan stating that the City would ask FDOT and Volusia County to classify portions of State Road 44, Pioneer Trail and Turnbull Bay Road as Urban Areas.
- March 28, 2000 City Commission adopted Resolution 8-00 reaffirming its request that the I-95/Pioneer Trail interchange stay on the MPO's *Work Program Projects List*.
- October 8, 2002 City Commission adopted Resolution 48-02 that states, "...the City Commission hereby requests that Volusia County not delete the Beltline extension from the County's 5-year work program. That the City of New Smyrna Beach requests that Volusia County undertake a corridor study for the East Volusia Beltline from its present terminus to State Road 442. The corridor study should include a review of improvements to Pioneer Trail between I-95 and State Road 415 and a review of the impacts of the planned interchange at I-95 and Pioneer Trail."

- July 27, 2005 Volusia Growth Management Commission places a condition of approval on the Venetian Bay area future land use amendments. The condition requires the City to coordinate with surrounding jurisdictions to monitor traffic impacts related to this development and to prepare a small area traffic study and analysis within one year of the approving resolution. The City, Port Orange, and Volusia County did hire a consultant to prepare the *Southeast Volusia Regional Transportation Study*, which was never adopted or accepted by any of the partnering jurisdictions.
- June 12, 2007 City Commission adopted Resolution 16-07 that states, "...the City Commission hereby opposes Volusia County MPO's inclusion of an interchange at I-95 and Pioneer Trail in long range transportation plan because said interchange would have adverse environmental, developmental and traffic impacts." The Commission's change was in regard to the proposed Woodhaven Development on the north side of Pioneer Trail.
- August 7, 2007 Port Orange City Council voted to send a letter of support for an Interstate 95 interchange at Pioneer Trail to the Volusia County MPO.
- September 25, 2007 The Volusia County MPO Board votes to retain the Interstate 95 interchange at Pioneer Trail on the MPO's 2025 Long Range Transportation Plan
- January 8, 2008 Development Services Staff presented the results of the Southeast Volusia Regional Transportation Study to the City Commission. This study did not include the interchange at I-95 and Pioneer Trail.
- February 19, 2008 City staff requests that MPO's Citizen's Advisory Committee (CAC) and the Technical Coordinating Committee (TCC) recommend that the Interstate 95 interchange at Pioneer Trail from the following documents:
- *Priority Projects Lists;*
  - *2025 Long Range Transportation Plan;* and
  - *2035 Long Range Transportation Plan*
- The CAC and TCC recommended that the Volusia County MPO Board remove the Interstate 95 interchange at Pioneer Trail from the *Priority Projects Lists* and postponed considering the removing of the Interstate 95 interchange at Pioneer Trail from the *2025 Long Range Transportation Plan* and the *2035 Long Range Transportation Plan* to March 18, 2008.
- March 12, 2008 The Port Orange City Council hosted a meeting for New Smyrna Beach City Commissioners and Volusia County Councilmembers to discuss the methodology and results of the Southeast Volusia Regional Transportation Study.
- March 18, 2008 Development Services Staff requested that the CAC and the TCC recommend that the Volusia County MPO Board remove the Interstate 95 interchange at Pioneer Trail from the following documents:
- *2025 Long Range Transportation Plan;* and
  - *2035 Long Range Transportation Plan*

The CAC recommended that the Volusia County MPO Board not add the Interstate 95 interchange at Pioneer Trail to the *Priority Projects Lists* until after the *2035 Long Range Transportation Plan* is adopted and not consider the Interstate 95 interchange at Pioneer Trail in the *2035 Long Range Transportation Plan*. The TCC recommended that the Volusia County MPO Board keep the Interstate 95 interchange at Pioneer Trail in the *2025 Long Range Transportation Plan* and consider the Interstate 95 interchange at Pioneer Trail in the *2035 Long Range Transportation Plan*.

- March 20, 2008 County staff present the results of the *Southeast Volusia Regional Transportation Study* to the County Council. The consensus of the County Council was to remove the Interstate 95 interchange at Pioneer Trail from the *Priority Projects Lists*, keep the Interstate 95 interchange at Pioneer Trail in the *2025 Long Range Transportation Plan*, and consider the Interstate 95 interchange at Pioneer Trail in the *2035 Long Range Transportation Plan*.
- March 25, 2008 Development Services Staff requests that the Volusia County MPO Board remove the Interstate 95 interchange at Pioneer Trail from the following documents:
- *Priority Projects Lists*;
  - *2025 Long Range Transportation Plan*; and
  - *2035 Long Range Transportation Plan*
- September 28, 2010 Volusia County TPO adopts 2035 Long Range Transportation Plan, which does not include the I-95/Pioneer Trail Interchange.
- April 12, 2011 City adopts revised Comprehensive Plan (Ordinance 37-10) that does not include references to the I-95 and Pioneer Trail Interchange.
- March 14, 2013 Volusia County Council discusses supporting placing I-95/Pioneer Trail interchange back in the TPO 2035 Long Range Transportation Plan, in order to support extension of Williamson Boulevard, which will be completed in June 2014.
- March 19, 2013 Port Orange City Council approves Resolution 13-18, supporting the placement of the I-95 and Pioneer Trail interchange on the TPO's 2035 Long Range Transportation Plan.
- March 21, 2013 Volusia County Council votes to approve a resolution requesting that the TPO include the I-95 interchange at Pioneer Trail in its 2035 Long Range Transportation Plan.

<b>Date:</b> 03/21/2013		<b>AGENDA ITEM</b>		<b>Item:</b> 29A
<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Budget Resolution	<input type="checkbox"/> Other	
<b>Department:</b> Leadership				
<b>Division:</b> Leadership				
<b>Subject:</b> Pioneer Trail interchange resolution.				
Charlene Weaver, CPA, CFO  		Legal  Daniel D. Eckert County Attorney Director Legal Department  	County Manager's Office  Charlene Weaver, CPA, CFO Deputy County Manager  	
<b>Council Action:</b>				
<b>Modification:</b>				
<b>Account Number(s):</b> NA				
<b>Total Item Budget:</b> NA				
<b>Staff Contact(s):</b> John Angiulli		<b>Phone:</b> 386 736 5965	<b>Ext.:</b> 12712	
<b>Summary/Highlights:</b>				
<p>On May 18, 2006, the county council gave its approval to execute an agreement with Intervest Construction, Inc. (ICI) for the extension of South Williamson Boulevard in Port Orange. The proposed road through the Woodhaven development would begin just south of Airport Road and proceed south 2.6 miles to an intersection with Pioneer Trail.</p> <p>This extension of South Williamson Boulevard, in conjunction with the recently completed project that 4 laned South Williamson north of Airport Road to Taylor Road, will provide a continuous 4-lane arterial through an area of intense and continuing development. As a continuation of South Williamson Boulevard, an alternate route to I-95 for north - south traffic is established which will also support efforts for a future I-95 interchange at Pioneer Trail. FDOT's Pioneer Trail Interchange Feasibility Study concluded that the proposed interchange will reduce delays at area intersections and reduce traffic volumes on parallel roadways without negatively impacting the interstate system. The County of Volusia has an interest in reducing traffic volumes on its roadways. A Pioneer Trail Interchange would provide a viable alternative to the already congested Dunlawton Avenue and Interstate 95 interchange. In order for the proposed interchange to be considered for future funding, it must be included in the Volusia Transportation Planning Organization (TPO) 2035 Long Range Transportation Plan (LRTP). The attached resolution requests the inclusion of the Interstate 95 interchange at Pioneer Trail as an unfunded project on the Volusia TPO's 2035 Long Range Transportation Plan.</p>				

**Recommended Motion: Approval.**

**RESOLUTION 2013-**

**A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, REQUESTING THE INCLUSION OF THE INTERSTATE 95 INTERCHANGE AT PIONEER TRAIL AS AN UNFUNDED PROJECT ON THE VOLUSIA TPO'S 2035 LONG RANGE TRANSPORTATION PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, an interchange at Pioneer Trail and Interstate 95 was previously listed on the Adopted Cost Feasible Volusia County MPO 2025 Long Range Transportation Plan; and

**WHEREAS**, the Florida Department of Transportation has completed a Pioneer Trail Interchange Feasibility Study concluding that the proposed interchange at Pioneer Trail and Interstate 95 will not have an adverse impact on the mainline operations and will reduce traffic on some of the adjacent interchange ramps; and

**WHEREAS**, the study also concludes that the proposed interchange will reduce delays at area intersections and reduce traffic volumes on parallel roadways; and

**WHEREAS**, the County of Volusia has an interest in reducing traffic volumes on its roadways; and

**WHEREAS**, a Pioneer Trail Interchange would provide a viable alternative to the already congested Dunlawton Avenue and Interstate 95 interchange.

**BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE THOMAS C. KELLY ADMINISTRATION CENTER, DELAND, FLORIDA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, AS FOLLOWS:**

**Section I.** The Volusia County Council requests the inclusion of the Interstate 95 interchange at Pioneer Trail as an unfunded project on the Volusia TPO's 2035 Long Range Transportation Plan.

**Section II.** The Volusia County Council requests the Volusia TPO take all action necessary to process the request.

**Section III.** This Resolution shall take effect immediately upon adoption.

**DONE AND ORDERED IN OPEN MEETING.**

COUNTY COUNCIL  
VOLUSIA COUNTY, FLORIDA

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Jason P. Davis, County Chair

ATTEST:

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James T. Dinneen, County Manager



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3-19-2013

Consent item: yes  no

**SUBJECT: INTERCHANGE AT I-95 AND PIONEER TRAIL**

**DEPARTMENT: City Manager/Community Development**

**RECOMMENDED MOTION:**

To approve Resolution No. 13-18 acknowledging the City of Port Orange supports an interchange at I-95 and Pioneer Trail and placement of the Pioneer Trail interchange in the currently adopted Volusia Transportation Planning Organization (TPO) 2035 Long Range Transportation Plan (LRTP) Unmet Transportation Needs List

**SUMMARY:**

At the March 14<sup>th</sup> Volusia County Council Meeting, the County Council discussed placing the interchange at I-95 and Pioneer Trail back on the TPO 2035 Long LRTP Unmet Transportation Needs List related to the construction of the Williamson Blvd. extension to Pioneer Trail. The County Council requested the City's support through a resolution to work with Volusia County to place the interchange back on the 2035 TPO Long-Range Transportation Plan Unfunded Needs Plan.

The interchange was on the 2025 TPO Long-Range Transportation Plan but was removed when the 2035 TPO Long-Range Transportation Plan was adopted. The Pioneer Trail interchange is listed as a projected transportation improvement in the Transportation Mobility Element of the Port Orange Comprehensive Plan (see Table 4 on Page 2-19 of the attachment).

An interchange at Pioneer Trail would reduce traffic congestion at the Dunlawton Avenue interchange area, improve access to I-95 for natural disaster evacuations, and support future development plans in the Pioneer Trail area.

Project No.: n/a Funding Account No.: n/a

ATTACHMENTS:  Budget Resolution  Ordinance/Resolution  
 Support Documents (contract, agreement, etc.)  Other

DEPARTMENT HEAD:	Submitted	Date
FINANCE DEPARTMENT:	Approved as to Budget Requirements	Date
CITY MANAGER: <i>[Signature]</i>	Approved Agenda Item for: <u>3-19-13</u>	
CITY ATTORNEY: <i>[Signature]</i>	Approved as to Form and Legality	Date <u>3-15-13</u>

COUNCIL ACTION:  Approved as Recommended  Disapproved  Tabled Indefinitely  
 Continued to Date Certain \_\_\_\_\_ (date)  Approved with following modification:  
 Follow up letter/action to be taken by:  Department  Clerk's office or  N/A

RESOLUTION NO. 13-18

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; AGREEING TO WORK WITH VOLUSIA COUNTY FOR THE PURPOSE OF INCLUDING THE INTERCHANGE AT INTERSTATE I-95 AND PIONEER TRAIL IN THE VOLUSIA TRANSPORTATION PLANNING ORGANIZATION 2035 LONG RANGE TRANSPORTATION PLAN UNMET TRANSPORTATION NEEDS LIST; PROVIDING FOR TRANSMITTAL OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has recognized the long range planning need for the interchange at Interstate 95 and Pioneer Trail; and

WHEREAS, the City Council incorporated the interchange in the adopted City of Port Orange Comprehensive Plan in 2001; and

WHEREAS, the adopted City of Port Orange Comprehensive Plan 2010-2025 lists the interchange at Interstate 95 and Pioneer Trail as a projected transportation improvement in the Transportation Mobility Element of the Port Orange Comprehensive Plan; and

WHEREAS, the interchange at Interstate 95 and Pioneer Trail was included in the 2025 Volusia County Transportation Planning Organization (TPO) Long Range Transportation Plan; and

WHEREAS, the City Council has determined that the interchange at Interstate 95 and Pioneer Trail is a long range plan to reduce traffic congestion for the interchange at Interstate 95 and Dunlawton Avenue; and

WHEREAS, the City Council has determined that it is in the best interests of the citizens of the City of Port Orange, its adjoining communities and visitors to include the interchange at Interstate 95 and Pioneer in the 2035 Volusia Transportation Planning Organization (VTPO) Long Range Transportation Plan as set forth hereinafter.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida as follows:

Section 1: The City Council of the City of Port Orange hereby supports and agrees to work with the County of Volusia, a political subdivision of the State of Florida, for the purpose of including the interchange at Interstate 95 and Pioneer Trail in the Volusia Transportation Planning Organization 2035 Long Range Transportation Plan Unmet Transportation Needs List.

Section 2. The City Clerk shall promptly after adoption deliver a copy of this Resolution No. 13-18 by U.S. Mail and email to the attention of the County Manager of the County of Volusia.

Section 3. This Resolution No. 13-18 shall become effective immediately upon adoption.

\_\_\_\_\_  
MAYOR ALLEN GREEN

ATTEST:

\_\_\_\_\_  
Robin L. Fenwick, City Clerk

Adopted on the        day of

Reviewed and Approved:

  
\_\_\_\_\_  
City Attorney

**TRANSPORTATION MOBILITY ELEMENT**

needed for transit, bicycle and pedestrian modes. In future years, development and operation should receive more of the focus.

**PROJECTED TRANSPORTATION IMPROVEMENTS**

A number of transportation mobility improvements are currently programmed or planned for Port Orange between now and the year 2015. Transportation improvements programmed in the Transportation Planning Organization's (TPO's) Transportation Improvement Program, the Volusia County Five-Year Road Program, and the City's Capital Improvement Program are listed in Table 3. These programmed improvements include roadway, transit, bikeway, and pedestrian projects scheduled over the next five years. The cost estimates for these improvements include right-of-way acquisition, engineering, permitting, and construction costs. Table 4 lists the planned but as yet unprogrammed improvements needed between the years 2016 and 2025. The anticipated cost of each improvement and the funding source are also listed. Missing sidewalk gaps in the significant corridors are listed in Table 2. Approximately 13 miles of additional sidewalk are needed in the City to complete the system. However, additional improvements are planned for construction between the years 2010 and 2030. The individual segments are listed under Tables 3 and 4. The entire future bicycle and pedestrian system is shown on Figure 2-8.

**TABLE 2  
SIDEWALK GAPS ON COLLECTOR AND ARTERIAL ROADS**

ROADWAY SEGMENT	FROM-TO	DISTANCE
Bruner Road	Madeline Avenue- Clyde Morris Blvd.	2300'
Canal View Blvd.	Nova Road – Spruce Creek Road	4000'
Clyde Morris Blvd.(west side)	Dunlawton Avenue- 200' south	200'
Halifax Drive	Ocean Ave.- Dunlawton Avenue	1800'
Halifax Avenue/Riverside Drive	White Place-Seminole Street	6600'
Herbert Street (north side)	Nova Road- FEC Railway	6100'
Herbert Street (south side)	Nova Road- FEC Railway.	6100'
Herbert Street (north side)	Carya Circle- Nova Road	1350'
Herbert Street (south side)	Golden Gate Dr.-Nova Road	3000'
Herbert Street (south side)	Village Terrace Dr.-City Center Dr.,	700'
Madeline Ave.	Clyde Morris Blvd.-Bruner Road	1235'
Madeline Ave.	Town Park Dr.- Sunset Cove Drive	2000'
Oak Street	Dunlawton Avenue- FEC Ry.	3200'
Ocean Avenue	Halifax Drive- Ridgewood Avenue	500'
Pioneer Trail	East of Stonehealth Lane- Turnbull Bay Road	7800'
Reed Canal Road (north side)	Red Sail Lane-East of Atlantic High School	2250'
Ridgewood Avenue	Poinciana Avenue- Rose Bay (east side)	2000'
Seminole Street	Riverside Drive- Ridgewood Avenue	400'
Spruce Creek Road	Herbert Street- Dunlawton Avenue	1700'
Spruce Creek Road (east side)	Oak Street- 200' south	200'
Spruce Creek Road (west side)	Selin Circle-Little Town Rd.	900'
Spruce Creek Road (east side)	Nova Road –Angelina Court	1350'
Spruce Creek Road (west side)	Taylor Road- Central Park Blvd.	5150'
Taylor Road (north side)	Dunlawton Avenue- Clyde Morris Blvd.	2600'

**TRANSPORTATION MOBILITY ELEMENT**

Taylor Road	Taylor Branch Road-Williamson Blvd.	1400'
Taylor Road	Crane Lakes Blvd.- Forest Preserve Blvd.	875'
Taylor Branch Road	Dunlawton Avenue- Journey's End Way	350'
Williamson Blvd. (east side)	Madeline Avenue to N. City Limits	1900'
Williamson Blvd. (east side)	Hockney Court.-1200' N. of Willow Run Blvd.	4600'
Williamson Blvd. (east side)	Town West Blvd.-South 250'	250'
Willow Run Blvd.	Chardonnay Drive-Williamson Blvd.	980'
<b>TOTAL</b>		<b>73,790'</b>

Source: City of Port Orange, Department of Community Development, 2009

TABLE 3  
PROGRAMMED TRANSPORTATION IMPROVEMENTS  
FISCAL YEARS 2010-2015

TRANSPORTATION FACILITY	SEGMENT		CONSTRUCTION IMPROVEMENT	COST	FUNDING SOURCE
	FROM	TO			
<b>BIKE/PED PROJECTS</b>					
Clyde Morris Blvd.	Dunlawton Ave.	W. Pines Plaza Driveway	Sidewalk	\$70,800	City/TPO
Cross-Town Trail	City Center Dr.	Nova Rd.	Trail	\$568,618	City/TPO
Halifax Dr.	Dunlawton Ave.	Ocean Ave.	Bike-ped facility	\$100,000	City/CRA
Herbert St.	Carriage Gate Dr.	Nova Rd.	Sidewalk & trail	\$483,617	City/TPO XU
Herbert St.	Nova Rd.	Jackson St.	Sidewalk/bike lanes	\$30,589	City/TPO XU
Peninsula Dr.	Dunlawton Ave.	Demotte Ave.	Sidewalk	\$43,400	City /TPO XU
Ridgewood Ave.	N. City Limits	Dunlawton Ave.	Streetscape improvements	\$3,982,500	FDOT/CRA
Spruce Creek Rd.	Dunlawton Ave.	Herbert St.	Trail	\$250,000	City/TPO
	Taylor Rd.	Central Park Blvd.	Trail	\$226,600	City/TPO
Taylor Rd.	Williamson Blvd.	Taylor Branch Rd.	Pedestrian improvements	\$300,000	City/FDOT/ Developer
<b>TRANSPORTATION SYSTEMS MANAGEMENT PROJECTS</b>					
Clyde Morris Blvd.	At Pines Plaza/Wal-Mart driveway		Install traffic signal	\$345,000	City/Developer
Dunlawton Ave.	Ridgewood Ave	I-95	Fiber optic addition	\$250,000	FDOT
	At Spruce Creek Rd.		Intersection improvement	\$750,000	CRA
	At Village Trail		Turn lane	\$175,500	City/TPO
Halifax Ave.	Ocean Ave.	Dunlawton Ave.	New roadway alignment	\$2,351,250	CRA
Ocean Ave.	Halifax Ave.	Ridgewood Ave.	New roadway alignment	\$2,351,250	CRA
Pioneer Tr.	At Tumbull Bay Rd.		Intersection Improvement	\$1,550,000	VCO
Ridgewood Ave.	At Herbert St. and Dunlawton Ave.		Intersection improvements	\$2,050,000	FDOT
Taylor Rd.	At Devon Street		New traffic signal	\$247,217	City/FDOT
	At Dunlawton Ave.		Traffic signal modification	\$200,000	Developer
	At I-95 Interchange		WB left turn lane ext.	\$200,000	City/FDOT/Developer
Williamson Blvd.	At Town West Blvd.		New traffic signal	\$273,000	Developer
	At Pioneer Trail		Intersection improvements	\$490,000	Developer
Willow Run Blvd.	At Clyde Morris Blvd.		Turn lane	\$130,000	City/TPO
<b>ROADWAY WIDENING PROJECTS</b>					
Coraci Blvd.	Town West Blvd.	¼ mile south	New 2-lane divided	\$850,000	Developer
	¼ mile south of Town West	Carmody Lakes Dr.	New 2-lane	\$1,300,000	City/Developer
<b>ROADWAY WIDENING PROJECTS CONTINUED</b>					
Martin Rd.	Williamson Blvd. N	Williamson Blvd. S	New 2-lane road	\$4,382,560	Developer

TRANSPORTATION FACILITY	SEGMENT		CONSTRUCTION IMPROVEMENT	COST	FUNDING SOURCE
	FROM	TO			
Williamson Blvd.	N. of Summer Trees Rd.	Town West Blvd.	Widen to 4 lanes	\$2,420,000	Developer
	Airport Rd.	Pioneer Tr.	New 4-lane road	\$16,990,796	Developer
Willow Run Blvd.	Yorktowne Blvd.	Williamson Blvd.	Widen to 4 lanes*	\$1,310,400	City
Yorktowne Blvd.	Willow Run Blvd.	B-19 Canal	New 4-lane road	\$2,909,000	Developer
	B-19 Canal	Hidden Lakes Dr.	New 4-lane road	\$1,840,000	Developer
	Dunlawton Ave.	Taylor Rd.	New 4-lane road	\$3,636,625	Developer
<b>TRANSIT IMPROVEMENTS</b>					
Transit Improvements	Dunlawton Ave. /Nova Area		Transfer Station	\$125,000	VOTRAN
Transit Improvements	TBD		Five Shelters	\$62,500	VOTRAN

Notes:

PE = Preliminary Engineering  
 ROW = Right-of-way  
 Const. = Construction  
 FDOT = Florida Department of Transportation  
 VCO = Volusia County  
 City = City of Port Orange  
 TPO = Volusia County Transportation Planning Organization  
 CRA = Community Redevelopment Agency

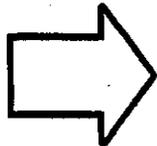
Sources:

FDOT's 2008 Transportation Costs  
 Volusia County TPO's 2025 Transportation Plan Update  
 City of Port Orange Capital Improvement Program, 2009.  
 SCSA = FDOT Surface Transportation Program, Any Area\*\*  
 \* Includes traffic circle

TABLE 4  
 PLANNED CAPITAL IMPROVEMENTS  
 FISCAL YEARS 2016-2025

FISCAL YEAR	TRANSPORTATION FACILITY	SEGMENT		CONSTRUCTION IMPROVEMENT	COST IN \$1,000s	FUNDING SOURCE
		FROM	TO			
2016-2020	Bruner Road	Terminus	Clyde Morris Blvd.	2-lane road extension	800	Developer
	City-wide			Bus stop improvements(5)	63	VOTRAN
	City-wide			Sidewalk improvements	3,601	City
	Clyde Morris Blvd.	At Wal-Mart/Pines Plaza driveway		Traffic signal	345	City/Developer
	Cross Town Trail Ph 2	Jackson St.	Nova Rd.	Trail	120	City/TPO
	Dunlawton Ave.	Halifax River	West city limits	Walklights rehabilitation	1,000	Developer/City/FDOT
	Halifax Dr.	Ocean Ave.	Ridgewood Ave.	Boardwalk	15,450	City/CRA
	Herbert St.	FEC Railway	Jackson St.	Sidewalk	147	City/Developer
		FEC Railway	Clyde Morris Blvd.	Bikeway improvements	1,012	City
	McGinnis Blvd.	Road "D"	Williamson Blvd.	New 4-lane road	4,533	Developer
	Madeline Ave.	Ridgewood Ave.	Sauls Rd./McDonald Rd.	New 2-lane road	7,000	VCO
		At U.S. 1		Traffic signal	345	VCO/FDOT
	Nova Rd.	Eagle Lake Tr.	U.S. 1	Median landscaping	100	City/FDOT
	Ridgewood Ave.	At Rose Bay and at north city limits		Gateway landscaping	200	City
		At Fleming St. and at Rose Bay		Median Landscaping	100	City/FDOT
		North city limits	Rose Bay	"Complete streets" improvements	1,000	City/FDOT
	Riverwalk	Ridgewood Ave.		Transit and mobility improvements	125	CRA/City
		Ridgewood Ave.		Streetscape	3,983	CRA/City/FDOT
	Road "D"	McGinnis Blvd.	Coraci Blvd.	New 3-lane road	1,260	City/Developer
	Spruce Creek Rd.	At Taylor Rd.		Install roundabout/traffic circle	1,000	City/FDOT
	Taylor Rd.	Clyde Morris Blvd	Yorktowne Blvd.	Widen to 4 lanes	2,143	Developer
		Summer Trees Rd.	Forest Preserve Blvd.	Widen to 4 lanes	4,000	VCO
		Crane Lakes Blvd.	Forest Preserve Blvd.	Bikepath gaps	38	City/TPO XU
	Williamson Blvd.	North city limits	Town West Blvd.	Widen to 4 lanes w/median	23,000	Developer/VCO
	Yorktowne Blvd.	Dunlawton Ave.	Hidden Lakes Drive	Widen to 4 lanes	7,800	City

FISCAL YEAR	TRANSPORTATION FACILITY	SEGMENT		CONSTRUCTION IMPROVEMENT	COST IN \$1,000s	FUNDING SOURCE	
		FROM	TO				
2021-2025	City-wide			Bus Stop improvements	63	VOTRAN	
	City-wide			Sidewalk Improvements	1,052	City	
	Airport Rd.	Cypress Springs Pkwy.	South city limits	Widen to 4 lanes	8,800	VCO	
	Coraci Blvd.	Madeline Ave.	Road "D"	New 2-lane road	3,122	Developer	
		Carmody Lakes Dr.	Taylor Road	New 2-lane road	4,633	City/Developer	
	Herbert St.	At Spruce Creek Rd./6 <sup>th</sup> St.		Traffic Signal	250	City	
	Madeline Ave.	Clyde Morris Blvd.	Williamson Blvd.	Median Landscaping	25	Developer	
		Williamson Blvd.	Tomoka Farms Rd.	New 2-lane road	13,400	VCO/FDOT/Developer	
	McGinnis Ave.	Madeline Ave.	Road "D"	New 4-lane road	4,533	Developer	
	Oak St.	At Spruce Creek Rd.		Traffic Signal	250	City	
	Spruce Creek Rd.	Herbert St.	Canal View Blvd.	New 2-lane road	1,300	City	
	Village Tr.	At Country Ln.		Roundabout/Traffic Circle	500	City	
	Willow Run Blvd.	Madeline Ave.	Williamson Blvd.	New 2-lane road	3,527	City/Developer	
		At Yorktowne Blvd.		Roundabout/Traffic Circle	1,000	City	
2026-2035	<b>(INFORMATION ONLY)</b>						
	Dunlawton Ave.	Clyde Morris Blvd.	Taylor Branch Rd.	Widen to 8 lanes	3,340	FDOT	
	I-95	Beville Rd. (SR 400)		Pioneer Tr.	Widen to 6-lanes	23,928	FDOT
		At Pioneer Tr.			Interchange	20,000	FDOT
		Taylor Rd.	Doris Leeper Spruce Creek Preserve		New Trail	480	City
	Madeline Ave.	Long Grove Ln.	Town Park Blvd.	Widen to 4 lanes	5,900	City/Developer	
	Pioneer Tr.	Turnbull Bay Rd.	Williamson Blvd.	Widen to 4 lanes	11,545	City/Developer	
	Spruce Creek Rd.	Dunlawton Ave.	North of Nova Rd.	Widen to 4 lanes	9,455	City	
	Taylor Rd.	Dunlawton Ave.	Williamson Blvd.	Widen to 8 lanes	6,500	City/FDOT	
Forest Preserve Blvd.		Coraci Blvd. Extension	Widen to 4 lanes	4,909	City/Developer		



Notes:

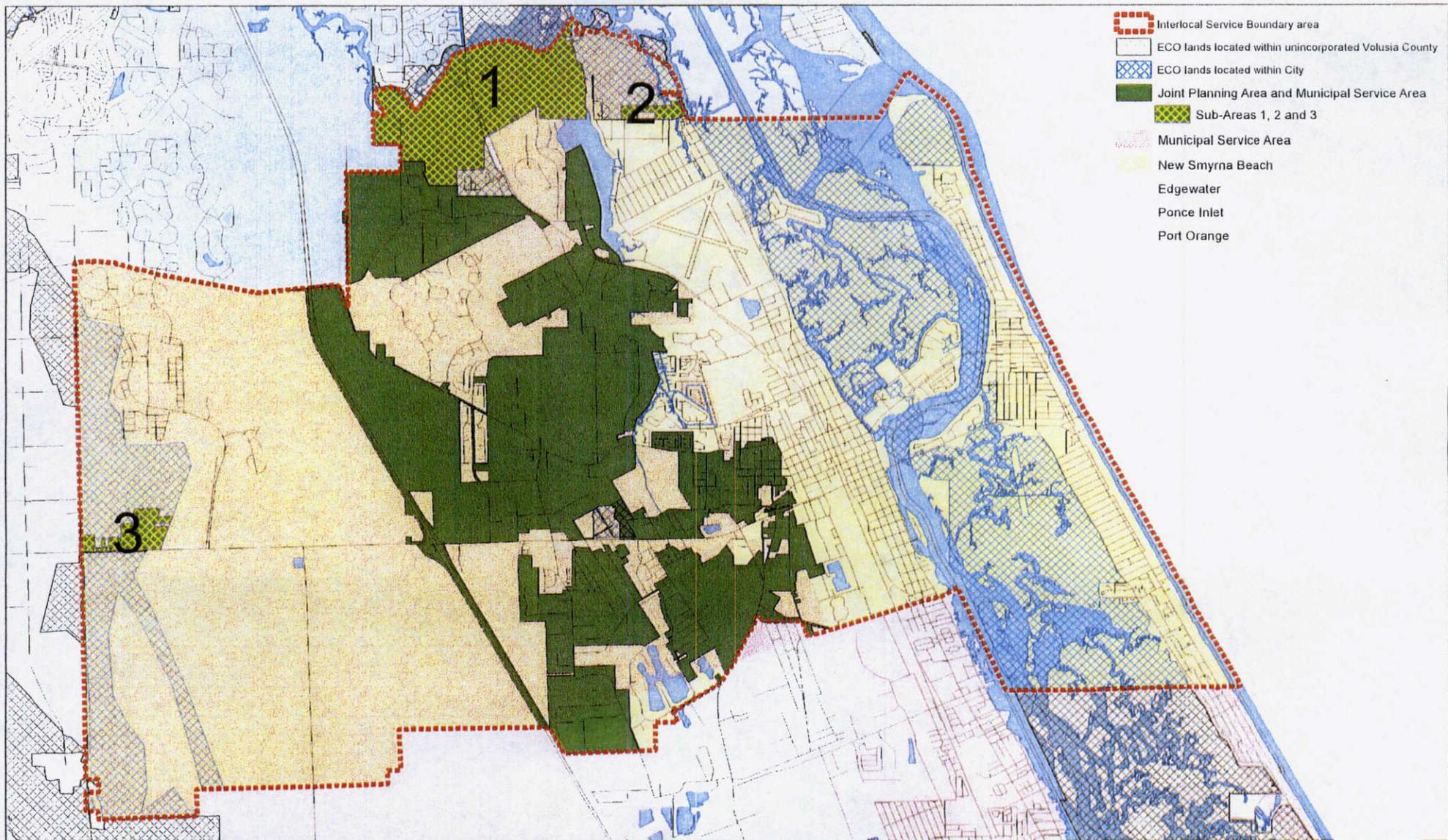
FDOT = Florida Department of Transportation

City = City of Port Orange

VCO = Volusia County

Devel = Developers

Sources: FDOT's *Transportation Costs, 2004*, Volusia County *IPO's 2025 Transportation Plan Update*, City of Port Orange, 2009



- Interlocal Service Boundary area
- ECO lands located within unincorporated Volusia County
- ECO lands located within City
- Joint Planning Area and Municipal Service Area
- Sub-Areas 1, 2 and 3
- Municipal Service Area
- New Smyrna Beach
- Edgewater
- Ponce Inlet
- Port Orange

All GIS data is to be considered a generalized spatial representation and is provided as is with no implied warranty for usability. This information is not survey accurate and should not be used as such. GIS information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries or entitlements. For specific information, contact the appropriate agency or municipality.

Path: P:\JE\Becky Maps\WSB\_Boundary\_Map\_081111.mxd

### New Smyrna Beach Interlocal Service Boundary Map 1

N 10/13/2011  
1 in = 4,300 ft

**MEMORANDUM**  
**FROM THE OFFICE OF THE CITY MANAGER**

**To:** Mayor and City Commission  
**From:** Pam Brangaccio, City Manager *PAB*  
**Re:** City Manager's Report – April 9, 2013  
**Date:** April 1, 2013

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**Announcements:**

- Washington Street - Periodic Road Closures are continuing during the day. Reopen at night. Detour Routes are posted.

- The City just received their update: Fitch Ratings-New York-27 March 2013: Fitch Ratings affirms the following New Smyrna Beach, Florida (the city) bonds:

- \$13.8 million general obligation (GO) bonds, series 2005 at 'AA';
- \$6.5 million capital improvement refunding revenue bonds, series 2005 at 'AA-'. The Rating Outlook is Stable for the City. (See attached Report)

- On April 16<sup>th</sup>, 2013 the Florida Department of Transportation (FDOT) is holding a public information meeting regarding the SR 44 Corridor Management Plan along SR 44 from Samsula Drive to Myrtle Avenue, in New Smyrna Beach. The purpose of this public information meeting is to present the recommendations of the SR 44 Corridor Management Plan. The meeting is scheduled at the City Hall Council Chambers, located at 210 Sams Avenue in New Smyrna Beach. The meeting will be held from 6:00 p.m. to 8:00 p.m., with a presentation at 6:15 p.m. followed by a time to browse the displays and discuss the results of the Study.. (see attached flyer)

- Upcoming Groundbreaking Ceremonies:

- Tuesday, April 9, 2013 at 10:30am, Central Fire Station ground breaking (1400 SR 44)
- Tuesday, April 16, 2013 at 9:00 am, , Swoop Boatramp ground breaking (2495 N. Dixie Freeway)

- Schedule for completion of the blight study by Kimley-Horn and Associates (KHA)

- April 15 – City staff is reviewing an initial draft of the blight study
- April 29 – KHA will have final draft ready, to be provided to City Commission

Regular Meeting - April 9, 2013

- Sports Complex Football field Bleachers schedule for Bids to be received:

- Advertise April 10<sup>th</sup>, 2013
- Pre-bid meeting April 22<sup>nd</sup>, 2013 @ 10:00 AM
- Bid Opening May 1<sup>st</sup>, 2013
- CC meeting May 14<sup>th</sup>, 2013 \* requires exception from the CM since the deadline is 4/30/13 for the 5/14/13 meeting
- Contracts May 17<sup>th</sup>, 2013
- Construction starts May 20<sup>th</sup>, 2013
- Construction completion August 16<sup>th</sup>, 2013

- Storm Sewer cleaning/lining services are to be performed by FDOT contractor for the storm sewers located on US 1 between Industrial Park Ave and 10<sup>th</sup> Street. The process is scheduled to begin April 1<sup>st</sup> through no later than July 15<sup>th</sup>, 2013. (Please see attached letter).

- Fuel Farm at Public Works time extension with Volusia County Environmental Management soil contamination issue was approved. Report is now due by April 30<sup>th</sup>, 2013. The consultant has recommended the following, (please see attached communication):

- Clean up the area by removing the contaminated soil and replace with good clean soil
- Declare the area as institutional control (limits for future land use)

- City Commission draft workshop Schedule in April, May & June, 2013

April 9th

- 5.00pm-CRA Meeting
- 6.00 pm-Update on FY 13-14 General Fund Budget
- 6.30-Regular Meeting

April 23th

- 5pm-Report from the Parking Task Force
- 6.30-Regular Meeting

May 14th

- 5pm-CRA Meeting
- 6.30pm-Regular Meeting

May 28th

- 5pm-Presentation of Blight Study-Proposed US 1 CRA
- 6.30pm-Regular Meeting

June 11th

- 5pm-CRA
- 6.30pm -Regular Meeting

June 25th-

- 5pm-Budget Overview FY 13-14
- 6.30pm -Regular Meeting

Should you have any questions or concerns regarding this report, please feel free to

**FITCH AFFIRMS NEW SMYRNA BEACH, FL'S GOS AT 'AA';  
OUTLOOK STABLE**

Fitch Ratings-New York-27 March 2013: Fitch Ratings affirms the following New Smyrna Beach, Florida (the city) bonds:

- \$13.8 million general obligation (GO) bonds, series 2005 at 'AA';
- \$6.5 million capital improvement refunding revenue bonds, series 2005 at 'AA-'.

The Rating Outlook is Stable.

**SECURITY**

The GO bonds are secured by the city's full faith and credit and unlimited taxing power. The capital improvement revenue bonds are secured by the city's covenant to budget and appropriate (CB&A), by amendment if necessary, sufficient amounts of non-ad valorem revenues for the payment of debt service on the bonds. Such covenant is cumulative and shall continue until all payments of principal and interest on the bonds shall have been budgeted, appropriated, and actually paid.

**KEY RATING DRIVERS**

**TOURISM-DRIVEN ECONOMY:** Tourism drives the local economy, which is therefore subject to a greater degree of economic cyclicity. Yet the city's favorable location along the Atlantic coastline should serve to promote future economic growth.

**MIXED ECONOMIC INDICATORS:** Unemployment remains elevated relative to state and national averages. Wealth levels are comparable to those of the state and nation.

**MAINTENANCE OF SOUND RESERVES:** Comprehensive spending cuts over the last few years have offset substantially diminished tax revenues due to declines in the tax base coupled with the maintenance of a flat millage rate. Despite this pressured operating environment, reserve levels remain strong and liquidity ample.

**MODERATE DEBT LEVELS:** New Smyrna Beach's debt burden remains affordable, and retirement benefits do not pressure financial operations. Amortization of outstanding principal is moderate, and future debt plans are modest.

**APPROPRIATION RISK:** The 'AA-' rating on the capital improvement bonds is based on the general credit characteristics of the city, as well as the city's covenant to budget and appropriate its diverse mix of non-ad-valorem revenues. Legal provisions for the bonds are adequate.

**RATING SENSITIVITIES**

**LESSENERED FINANCIAL FLEXIBILITY:** Any notable deterioration in financial reserves could lead to a negative rating action due to the weak and vulnerable nature of the underlying economy reflected in protracted tax base declines and heightened unemployment levels.

**NON-AD VALOREM REVENUE SOFTENING:** Should revenues available for debt service decline materially and thus significantly reduce coverage for the city's capital improvement and sales tax bonds, downward rating pressure would result.

**CREDIT PROFILE**

New Smyrna Beach lies on Florida's central Atlantic coast in Volusia County (implied GO rated 'AA' with a Stable Outlook by Fitch), approximately 15 miles south of Daytona Beach.

The region remains a popular leisure destination, with tourists drawn to the area beaches and the Daytona International Speedway, which hosts the Daytona 500 and other popular races. New Smyrna Beach is predominantly residential, including a fair number of seasonal properties, and home to a large retiree population.

Healthcare services, retail trade, and leisure and hospitality industries also have a presence in the local economy.

Economic indicators for Volusia County are mixed. Wealth levels approximate national averages, while the unemployment rate as of December 2012 (8.1%) exceeds the nation's (7.6%). Fitch notes that the county's unemployment rate has improved over the past year, dropping from 10%; however, a shrinking labor force drove this change, more than gains in the employment base.

#### SUBSTANTIAL TAX BASE LOSSES, SIGNIFICANT SPENDING CUTS

The city's tax base, like those of many municipalities in Florida, has been severely affected by the housing crisis. Total assessed value (TAV) has fallen over 35% since fiscal 2009. The housing market appears to be stabilizing with moderation of annual losses through fiscal 2012 and slight growth (2%) in fiscal 2013.

City officials moderately increased the millage in fiscal 2010 (to a very low 35 cents per \$100 AV) but have held it constant since, resulting in \$5 million (-32.7%) of lost tax revenues to the general fund over the past five years. Management has sought to offset this revenue reduction through comprehensive spending cuts, which have included a 20% reduction in work force.

#### MAINTENANCE OF SOUND RESERVE LEVELS

Despite these operational pressures, the city has kept its reserves above policy levels of 25% of spending (the sum of total expenditures and transfers out), which Fitch considers prudent. Fund balance in excess of the policy is often used to finance capital projects or one-time expenditures, as was done in the prior two fiscal years.

Fiscal 2011 unrestricted fund balance totaled \$7.4 million (a strong 33% of spending), following a \$3.3 million draw on reserves. The city spent the majority of this appropriation (\$2.7 million) on acquisition of the golf course's assets in an effort to reduce an outstanding intra-governmental loan.

The intra-governmental loan reflects an accumulation of annual support to the golf course from the general fund. Now that the advance has been significantly reduced, the golf course anticipates that it will eventually be able to retire the remaining \$600,000 of the loan through \$50,000 annual installments. No support from the general fund was given in fiscal 2012, nor is any expected in fiscal 2013.

#### FISCAL 2012 AND 2013 BUDGET AND ESTIMATES

Fiscal 2012 unaudited results show a \$238,000 (1% of spending) draw on fund balance for capital. Unrestricted reserves are expected to be \$7.4 million at year end, representing a slight year-over-year increase as a percentage of spending from 33% to 36.4% due to a reduction in spending.

The adopted budget for fiscal 2013 shows a \$620,000 (3.3% of spending) use of fund balance for capital expenditures, including \$450,000 in funds for a sports complex. Labor concessions for the year included a reduction in pensionable benefits for police and fire employees, resulting in a \$33,000 and \$175,000 reduction in annual contributions for police and fire employees, respectively.

#### MANAGEABLE DEBT BURDEN, CARRYING COSTS

Overall debt levels are moderate on per capita (\$3,610) and percentage of market value (2.5%) bases. Amortization of outstanding principal is rapid, with approximately 69% retired within ten years. The city's future debt plans are limited to a potential \$4-5 million loan for capital projects in fiscal 2014.

Annual carrying costs related to debt service and retirement benefits totaled \$4.8 million in fiscal 2011 or a moderate 17.7% of governmental fund spending. Of this amount, debt service represents the lion's share at \$3 million or an affordable 11.4% of spending. Contributions to the state-administered pension plan, the Florida Retirement System, as well as the city's self-administered plan for police and fire employees totaled \$1.7 million (6.2% of spending) for the year and toward other post-employment benefits were \$21,000.

#### SOUND COVERAGE PROVIDED BY CB&A

Non-ad valorem revenues are significant relative to debt service and are diverse in nature. Though available non-ad-valorem revenues have been variable over the past few years, they posted an annual gain of 4% in fiscal 2011. Fitch considers the city's anti-dilution test to be moderate.

#### Contact:

Primary Analyst  
Ginny Glenn  
Associate Director  
+1-212-908-9130  
Fitch Ratings, Inc.  
One State Street Plaza  
New York, NY 10004

Secondary Analyst  
Larry Levitz  
Director  
+1-212-908-9174

Committee Chairperson  
Amy Laskey  
Managing Director  
+1-212-908-0568

Media Relations: Elizabeth Fogerty, New York, Tel: +1 (212) 908 0526, Email: elizabeth.fogerty@fitchratings.com.

Additional information is available at 'www.fitchratings.com'. The ratings above were solicited by, or on behalf of, the issuer, and therefore, Fitch has been compensated for the provision of the ratings.

In addition to the sources of information identified in Fitch's Tax-Supported Rating Criteria, this action was additionally informed by information from Creditscope, University Financial Associates, S&P/Case-Shiller Home Price Index, IHS Global Insight, National Association of Realtors.

#### Applicable Criteria and Related Research:

--'Tax-Supported Rating Criteria' (Aug. 14, 2012);  
--'U.S. Local Government Tax-Supported Rating Criteria' (Aug. 14, 2012).

#### Applicable Criteria and Related Research

Tax-Supported Rating Criteria  
[http://www.fitchratings.com/creditdesk/reports/report\\_frame.cfm?rpt\\_id=686015](http://www.fitchratings.com/creditdesk/reports/report_frame.cfm?rpt_id=686015)  
U.S. Local Government Tax-Supported Rating Criteria  
[http://www.fitchratings.com/creditdesk/reports/report\\_frame.cfm?rpt\\_id=685314](http://www.fitchratings.com/creditdesk/reports/report_frame.cfm?rpt_id=685314)

Regular Meeting - April 9, 2013

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[HTTP://FITCHRATINGS.COM/UNDERSTANDINGCREDITRATINGS](http://FITCHRATINGS.COM/UNDERSTANDINGCREDITRATINGS). IN ADDITION, RATING DEFINITIONS AND THE TERMS OF USE OF SUCH RATINGS ARE AVAILABLE ON THE AGENCY'S PUBLIC WEBSITE 'WWW.FITCHRATINGS.COM'. PUBLISHED RATINGS, CRITERIA AND METHODOLOGIES ARE AVAILABLE FROM THIS SITE AT ALL TIMES. FITCH'S CODE OF CONDUCT, CONFIDENTIALITY, CONFLICTS OF INTEREST, AFFILIATE FIREWALL, COMPLIANCE AND OTHER RELEVANT POLICIES AND PROCEDURES ARE ALSO AVAILABLE FROM THE 'CODE OF CONDUCT' SECTION OF THIS SITE. FITCH MAY HAVE PROVIDED ANOTHER PERMISSIBLE SERVICE TO THE RATED ENTITY OR ITS RELATED THIRD PARTIES. DETAILS OF THIS SERVICE FOR RATINGS FOR WHICH THE LEAD ANALYST IS BASED IN AN EU-REGISTERED ENTITY CAN BE FOUND ON THE ENTITY SUMMARY PAGE FOR THIS ISSUER ON THE FITCH WEBSITE.

Regular Meeting - April 9, 2013

**Winkler, Sandy**

---

**From:** Brangaccio, Pam  
**Sent:** Wednesday, March 27, 2013 3:53 PM  
**To:** Henrikson, Gail; Herbold, Charles  
**Cc:** Winkler, Sandy  
**Subject:** FW: FDOT Public Information Meeting  
**Attachments:** 44\_Planning\_Study\_Flyer\_email.pdf

Claudia for my calendar (if possible) and posting on City website. TKS Pam B

Should also be added to the Cm report for April 9th.

---

**From:** Bass, Crystal [<mailto:Crystal.Bass@dot.state.fl.us>] **On Behalf Of** Downs, Noranne  
**Sent:** Wednesday, March 27, 2013 10:13 AM  
**Subject:** FDOT Public Information Meeting



***Florida Department of Transportation***

RICK SCOTT  
GOVERNOR

719 S. Woodland Boulevard  
DeLand, FL 32720

ANANTH PRASAD, P.E.  
SECRETARY

March 27, 2013

**RE: *State Road (SR) 44  
From Samsula Drive to Myrtle Avenue  
New Smyrna Beach  
Financial Project ID: 405854-1-12-05***

Dear Elected Official:

On behalf of the Florida Department of Transportation (FDOT), I invite you to a public information meeting regarding the SR 44 Corridor Management Plan along SR 44 from Samsula Drive to Myrtle Avenue, in New Smyrna Beach. The purpose of this public information meeting is to present the recommendations of the SR 44 Corridor Management Plan.

The meeting is scheduled for Tuesday, April 16 at the City Hall Council Chambers, located at 210 Sams Avenue in New Smyrna Beach. The meeting will be held from 6:00 p.m. to 8:00 p.m., with a presentation at 6:15 p.m. followed by a time to browse the displays and discuss the results of the Study.

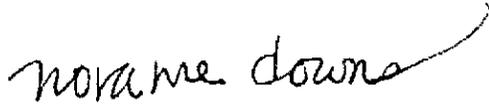
All meetings are open to the public. Staff members will be available to discuss the study and answer questions after the presentation. Participants may also provide public comment at any time during the meeting. Written comments can be submitted at this meeting or by mail no later than April 30 to Ryan Cunningham, PE at Kittelson & Associates, 225 E. Robinson Street, Orlando, FL 32801.

Regular Meeting - April 9, 2013

Public participation is solicited without regard to race, color, national origin, age, sex, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Mr. Ryan Cunningham, PE at Kittelson & Associates, 225 E. Robinson Street, Orlando, FL 32801; telephone (407) 540-0555; or via email at [rcunningham@kittelson.com](mailto:rcunningham@kittelson.com) at least seven days prior to the meeting.

If you have any questions, please do not hesitate to contact me, Noranne Downs, P.E. at 386-943-5562 or Judy Pizzo, GISP Systems Planner at [Judy.Pizzo@dot.state.fl.us](mailto:Judy.Pizzo@dot.state.fl.us).

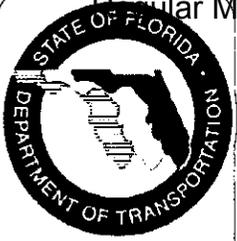
Sincerely,

A handwritten signature in cursive script that reads "Noranne Downs". The signature is written in black ink and is positioned below the word "Sincerely,".

Noranne Downs, P.E.  
District Five Secretary

# Corridor Management Plan

## FDOT PUBLIC INFORMATION MEETING



# State Road 44



### Project Contact:

*Judy Pizzo, GISP, Systems Planner  
Planning & Corridor Development  
FDOT District 5*

133 S. Semoran Blvd, Orlando, FL 32807

Phone: 407-482-7880 Email: [Judy.Pizzo@dot.state.fl.us](mailto:Judy.Pizzo@dot.state.fl.us)

### State Road (SR) 44 Corridor Management Plan

From Samsula Drive to Myrtle Avenue  
New Smyrna Beach

### DATE & TIME:

Tuesday, April 16, 2013

6:00 p.m. to 8:00 p.m.

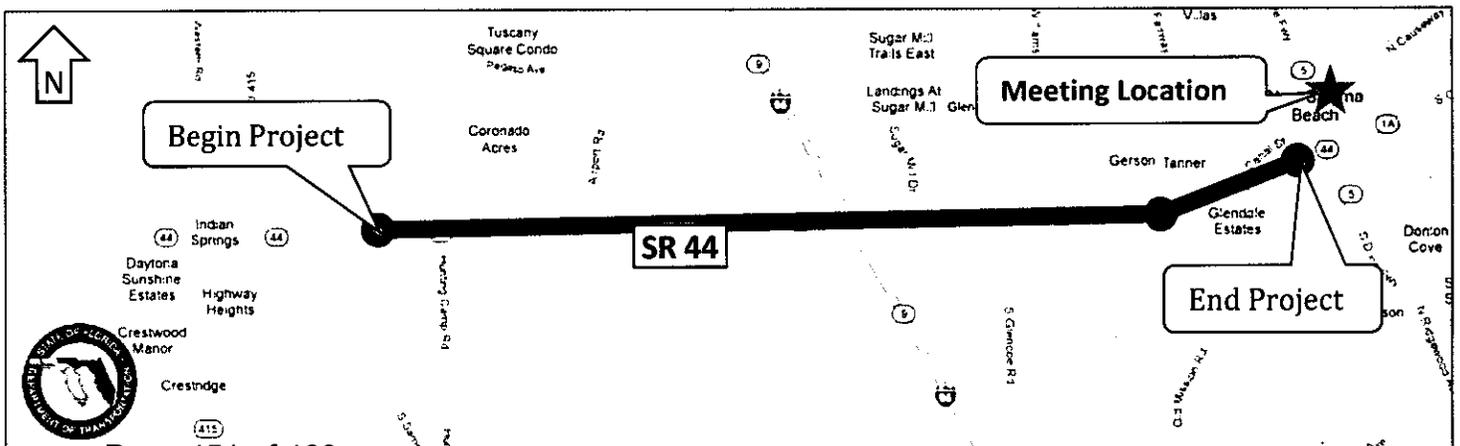
Presentation beginning at 6:15 p.m.

### LOCATION:

City Council Chambers

210 Sams Avenue

New Smyrna Beach, FL 32168



## **SR 44 Corridor Management Plan**

*From Samsula Drive to Myrtle Avenue, New Smyrna Beach, FPID 405854-1-12-05*

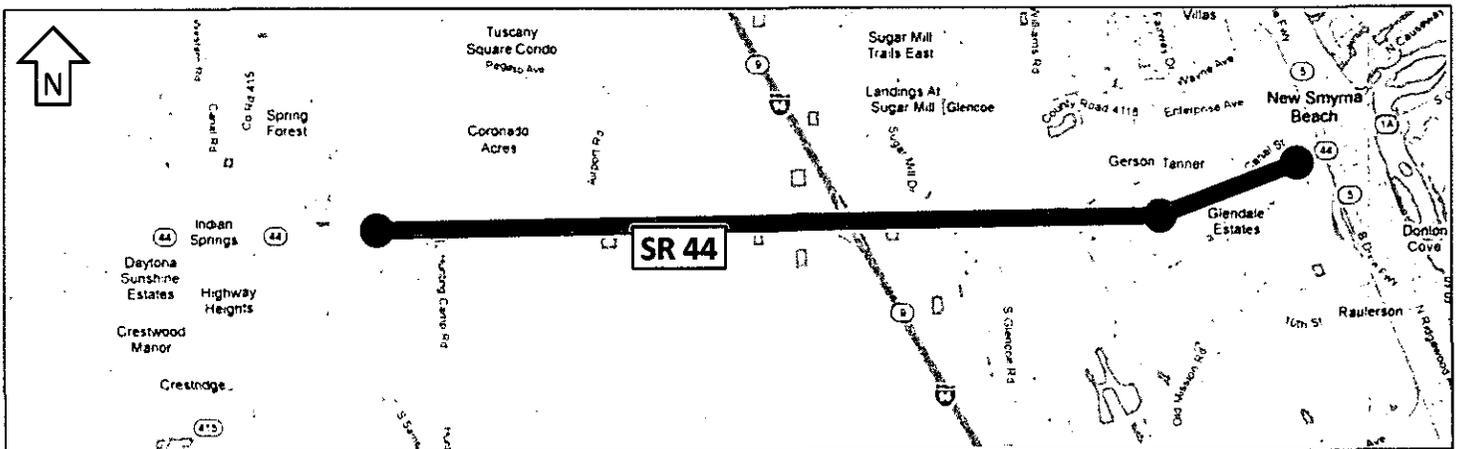
### **Study Description**

At the request of the City of New Smyrna Beach, the Florida Department of Transportation (FDOT) is conducting a corridor planning study for SR 44, from Samsula Drive to Myrtle Avenue. A significant amount of development is planned for the future along this corridor. With that in mind, this study is evaluating future needs of the corridor and considering potential improvements related to access management, facility and multimodal operations, and corridor safety.

In addition to the initial public meeting held at the project's kick-off, a public meeting was held last September as part of a community-based evaluation to receive public input and to gain ideas from the local community on how best to meet the needs of the traveling public. Having received and considered input and ideas from the public, FDOT will present the recommendations of the Corridor Management Plan.

### **Meeting Information**

A public meeting to present the recommendations for the Corridor Management Plan will be held on Tuesday, April 16, 2013, from 6:00 p.m. to 8:00 p.m. The meeting will be held in the Council Chambers at City Hall with a presentation at 6:15 p.m. followed by a time to browse the displays and discuss the results of the Study. All meetings are open to the public.



For more information about this project, please visit [www.cfgis.org](http://www.cfgis.org) under FDOT Resources, SR 44 Corridor Management Plan

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Mr. Ryan Cunningham of Kittelson & Associates, Inc. at (407) 540-0555, at least seven (7) days prior to the public meeting.



Delivering innovative trenchless technology solutions  
to rehabilitate the world's diverse infrastructure

3/18/13

RE: FDOT- Storm Sewer Lining Project- E5R68

To Whom It May Concern:

Lanzo Construction/Lining has been contracted by FDOT to provide storm sewer cleaning/lining services for the storm sewers located on **US 1 between Industrial Park Ave and 10<sup>th</sup> Street**. This process will include the following.

1. Periodic lane closures in the above referenced areas.
2. The connection of hose(s) to local fire hydrants and or FDOT ponds.
3. Boiler equipment for purpose of heating water to 200 degrees F.
4. Underground generator driven CCTV equipment.
5. High pressure water trucks for pipe cleaning purposes.
6. Liners impregnated with poly ester resins( See attached MSDS )
7. Faint smell of paint thinner during liner heating process.
8. Areas of frequent water spilled onto or near travel lanes on US 1.
9. Steam or smoke rising from boiler units during heating and or cool down process.

We are currently scheduled to begin the pipe cleaning process on or around 4/1/13 and should conclude operations no later than 7/15/13. Should any of the above operations run any longer than scheduled, we will notify you again. Please feel free to contact me at any time.

Best regard's

A handwritten signature in black ink, appearing to read "Curt Maring". The signature is written in a cursive, flowing style.

Curt Maring  
Lanzo Trenchless Technologies South  
Project Manager/Estimator  
125 SE 5th Court  
Deerfield Beach, FL 33441  
954-979-0802 Office  
954-979-9897 Fax  
954-551-5608 Cell

**RECEIVED**

MAR 22

**City Manager**



INTERPLASTIC CORPORATION  
Thermoset Resins Division

1225 Willow Lake Boulevard  
Saint Paul, Minnesota 55110-5145  
(651) 481-6860 Fax (651) 481-9836

March 15, 2013

You have requested information and certification on resins manufactured by Interplastic Corporation for the cured-in-place pipe (CIPP) industry. The resin manufactured by Interplastic Corporation is COR78-AT-559, also known as GEN II.

Interplastic Corporation has manufactured this resin for use in CIPP applications for over three (3) years and has sold over 2 million pounds of this resin into the CIPP industry.

Lanzo Lining is a certified user of this resin system from Interplastic Corporation.

This resin meets all of the minimum requirements for corrosion resistance and mechanical properties found in ASTM F1216, ASTM D5813, and ASTM D1743. Creep retention as measured under ASTM D2990 is at a minimum of 50% after 7,000 hours of testing.

Interplastic Corporation manufactures this resin in one of four (4) manufacturing facilities: Pryor, Oklahoma, Ft. Wright, Kentucky, Minneapolis, Minnesota, or Hawthorn, California.

I hope that this information addresses your needs. Please call me at 281-687-8617 if you have additional questions or comments on this matter. We appreciate your continued interest in resins from Interplastic Corporation.

Sincerely,

Kaleel Rahaim  
Business Manager  
Thermoset Resins Division

cc: John Coats

MATERIAL SAFETY DATA SHEET

SECTION I - IDENTIFICATION

TRADE NAME: STYPOL 040-3141
DESCRIPTION: UNSATURATED POLYESTER RESIN
PRODUCT CODE IDENTITY: 0403141B1
NPCA HMIS RATING: H 2\* F 3 R 1
REVISION: 03
LAST REVISED : 08/11/2005
DATE OF ISSUE: 12/05/2005
COMPANY NAME: COOK COMPOSITES AND POLYMERS CO.
ADDRESS: 820 E. 14th AVENUE
NORTH KANSAS CITY, MO 64116
PREPARED BY: HAZARD COMMUNICATION DEPT.
INFORMATION TELEPHONE:
COMPOSITES: 1-800-821-3590
POLYMERS: 1-800-488-5541
CUSTOMER:

ATTENTION:

24 HOUR RESPONSE NUMBER (CHEMTREC): 1-800-424-9300 (NORTH AMERICA)
703-527-3887 (INTERNATIONAL)

CCP certifies that its products comply with all the provisions of the Toxic Substances Control Act (TSCA), unless otherwise stated by ingredient in Section II.

The percent by weight composition data given in Sections II and X are NOT SPECIFICATIONS, but are based on 'target' formula values for each ingredient in the product. The data are presented as ranges for low hazard ingredients and single point values for ingredients of regulatory concern. Actual batch concentrations will vary within limits consistent with separately established product specifications.

SECTION II INGREDIENTS

1
CAS# 000136-52-7
COBALT 2-ETHYLHEXANOATE, 12% COBALT
PCT BY WT: .1050
EXPOSURE LIMIT:
ACGIH TLV/TWA: .05 MG/CU.M. AS COBALT METAL, DUST & FUME
OSHA PEL/TWA: .05 MG/CU.M. AS COBALT METAL, DUST & FUME

2
CAS# 000100-42-5
STYRENE MONOMER
PCT BY WT: 35.1070 VAPOR PRESSURE: 4.500 MMHG @ 68F
EXPOSURE LIMIT:
ACGIH TLV/TWA: 20 PPM (85 MG/CU.M.)
ACGIH TLV/STEL: 40 PPM (170 MG/CU.M.)
OSHA PEL/TWA: 100 PPM (8 HR TWA)
OSHA PEL/CEILING: ACCEPTABLE MAX. PEAK: 600 PPM (5 MIN IN ANY 3 HRS)
OSHA PEL/STEL: ACCEPTABLE CONCENTRATION: 200 PPM (15 MIN TWA)
LD50, Oral: 4.37 G/KG (RAT)
LD50, Dermal: >5 G/KG (RABBIT)
OTHER: LCLO: 5000 PPM/8H (RAT)
OTHER (cont.): NIOSH TWA: 50 PPM (215 MG/M3)
OTHER LIMITS:
IARC - Group 2B See Section V

3
UNSATURATED POLYESTER RESIN
ON TSCA INVENTORY CAS# PROPRIETARY
PCT BY WT: 30 - 40
EXPOSURE LIMIT:
ACGIH TLV/TWA: NONE ESTABLISHED

\*\*\*\*\*  
\* STYPOL 040-3141  
\* MATERIAL SAFETY DATA SHEET  
\* 0403141B1  
\*\*\*\*\*  
OSHA PEL/TWA: NONE ESTABLISHED

4  
UNSATURATED POLYESTER RESIN  
ON TSCA INVENTORY/ON CANADIAN DSL CAS# PROPRIETARY  
PCT BY WT: 30 - 40  
EXPOSURE LIMIT:  
ACGIH TLV/TWA: NONE ESTABLISHED  
OSHA PEL/TWA: NONE ESTABLISHED

\*\*\*\*\*  
This product contains one or more reported carcinogens or suspected  
carcinogens which are noted by NTP, IARC, or OSHA-Z in the appropriate  
subsection above under OTHER LIMITS.  
\*\*\*\*\*

\*\*\*\*\*  
This substance is classified as a hazardous air pollutant.  
\*\*\*\*\*

SECTION III PHYSICAL DATA

Boiling Range: High- -N/A F Low- 293.0 F  
Vapor Pressure: See Section II  
Theoretical Weight per Gallon, Calculated: 9.2509 LB/GL  
Theoretical Specific Gravity, Calculated: 1.111  
Theoretical VOC, Calculated: 3.333 LB/GL  
--If applicable, see Section X for further VOC information--  
Physical State: LIQUID  
Appearance: CLEAR, PINK  
Odor: STYRENE  
Odor Threshold: -N/A  
pH: -N/A  
Freezing Point: -N/A  
Water Solubility: INSOLUBLE  
Coefficient of Water/Oil Distribution: -N/A  
Mechanical Impact Explosion: NO KNOWN HAZARD  
Static Electricity Explosion: AVOID STATIC CHARGE  
\* HAP BY WEIGHT 35.424  
\* MONOMER BY WEIGHT 35.107

SECTION IV FIRE AND EXPLOSION HAZARD DATA

FLAMMABILITY CHARACTERISTICS:  
Lowest Closed Cup Flashpoint: 88.0 degrees F  
For Flash Points less than 73 deg. F.  
OSHA Flammability Classification: Class IB  
DOT Flammability Classification: Flammable Liquid  
Lower Flammable Limit in Air: Lower- 1.1 % by volume  
For Flash Points 73 to 100 deg. F.

\*\*\*\*\*  
\* STYPOL 040-3141 \*  
\* MATERIAL SAFETY DATA SHEET \*  
\* 0403141B1 \*  
\*\*\*\*\*

OSHA Flammability Classification: Class IC  
DOT Flammability Classification: Flammable Liquid  
DOT Shipping Name:  
DOT Shipping Name:  
Flash Points less than 73 deg. F. = RESIN SOLUTION, 3, UN1866, PG II  
Flash Points 73 to 100 deg. F. = RESIN SOLUTION, 3, UN1866, PG III

**EXTINGUISHING MEDIA:**

Foam, carbon dioxide, dry chemical, water fog.

**UNUSUAL FIRE AND EXPLOSION HAZARDS:**

If polymerization takes place in a container, there is possibility of violent rupture of the container. Vapors are uninhibited and may form polymers in vents or flame arrestors of storage tanks resulting in stoppage of vents. Vapors may cause flash fire. Keep containers tightly closed and isolate from heat, electrical equipment, sparks and flame. Never use welding or cutting torch on or near drum (even empty) because product (even just residue) can ignite explosively.

**SPECIAL FIRE FIGHTING PROCEDURES:**

Full protective equipment including self-contained breathing apparatus should be used. Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible auto-ignition or explosion when exposed to extreme heat.

**ADDITIONAL TRANSPORTATION INFORMATION:**

Freight Classification:

NMFC: 149980/SUB 2 RESIN COMPOUNDS, LIQUID LTL CLASS 55

-----  
**SECTION V HEALTH HAZARD DATA**  
-----

**EFFECTS OF EXCESSIVE OVEREXPOSURE. PRIMARY ROUTES OF ENTRY ARE:**

**EYE CONTACT:**

Irritation. Symptoms are tearing, redness and discomfort.

**SKIN CONTACT:**

Irritation. Can cause defatting of skin which may lead to dermatitis.

**INHALATION:**

Irritation to nose and throat. Extended or repeated exposure to concentrations above the recommended exposure limits may cause brain or nervous system depression, with symptoms such as dizziness, headache or nausea and if continued indefinitely, loss of consciousness, liver and kidney damage.

Reports have associated repeated and prolonged occupational over-exposure to solvents with permanent brain and nervous system damage.

**INGESTION:**

May cause mouth, throat, esophagus and stomach irritation, nausea, vomiting and diarrhea. Aspiration into lungs can cause pneumonitis which can be fatal.

**MEDICAL CONDITIONS THAT MAY BE AGGRAVATED BY EXPOSURE TO THIS PRODUCT.**

Preexisting eye, skin, liver, kidney and respiratory disorders.

**EMERGENCY AND FIRST AID PROCEDURES:**

In case of eye contact, flush immediately with plenty of water for at least 15 minutes and get medical attention; for skin, wash thoroughly with soap and water. If affected by inhalation of vapors or spray mist, remove to fresh air. If swallowed, get medical attention immediately.

**CALIFORNIA PROPOSITION 65 INFORMATION:**

WARNING - This product contains a chemical(s) known to the State of California to cause cancer.

**OTHER HEALTH HAZARDS:**

STYRENE MONOMER

\*\*\*\*\*  
\* STYPOL 040-3141 \*  
\* MATERIAL SAFETY DATA SHEET \*  
\* 0403141B1 \*  
\*\*\*\*\*

The International Agency for Research on Cancer (IARC) has reclassified styrene as Group 2B "possibly carcinogenic to humans". This new classification is not based on new health data relating to either humans or animals, but on a change in the IARC classification system. The Styrene Information and Research Center does not agree with the reclassification and has published the following statement. "Recently published studies tracing 50,000 workers exposed to high occupational levels of styrene over a period of 45 years showed no association between styrene and cancer, no increase in cancer among styrene workers (as opposed to the average among all workers), and no increase in mortality related to styrene." An increased incidence of lung tumors was observed in mice from a recent inhalation study. The relevance of this finding is uncertain. Data from other long-term animal studies and from epidemiology studies of workers exposed to styrene do not provide a basis to conclude that styrene is carcinogenic. Lung effects have been observed in the mouse following repeated exposure to styrene.

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SECTION VI REACTIVITY DATA  
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STABILITY: Stable HAZARDOUS POLYMERIZATION: May occur.  
CONDITIONS TO AVOID:  
Elevated temperatures.  
INCOMPATIBILITY (MATERIALS TO AVOID):  
Oxidizers, reducing agents, peroxides, strong acids, bases, UV light, or any source of free radicals and mild steel.  
HAZARDOUS DECOMPOSITION PRODUCTS:  
Thermal decomposition or combustion can produce fumes containing organic acids, carbon dioxide and carbon monoxide.

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SECTION VII SPILL OR LEAK PROCEDURES  
-----

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:  
Remove all sources of ignition (flames, hot surfaces, and electrical, static, or frictional sparks). Avoid breathing vapors. Ventilate area. Contain and remove with inert absorbent and non-sparking tools.  
WASTE DISPOSAL METHOD:  
Dispose of in accordance with local, state and federal regulations. Do not incinerate closed containers. Incinerate in approved facility.

-----  
SECTION VIII SPECIAL PROTECTION INFORMATION  
-----

RESPIRATORY PROTECTION:  
Do not breathe vapors. Wear an appropriate, properly fitted respirator (NIOSH/MSHA approved) during use of this product until vapors are exhausted, unless air monitoring demonstrates vapor levels are below applicable limits. Follow respirator manufacturer's directions for respirator use. Observe OSHA Standard 29CFR 1910.134.  
VENTILATION:  
Provide general clean air dilution or local exhaust ventilation in volume and pattern to keep the air contaminant concentration below the lower explosion limit and below current applicable exposure limits. Refer to OSHA Standard 1910.94.  
NOTE: Heavy solvent vapors should be removed from lower levels of the work area and all ignition sources (nonexplosion-proof motors, etc.) should be eliminated.  
PROTECTIVE GLOVES:

\*\*\*\*\*  
\* STYPOL 040-3141 \*  
\* MATERIAL SAFETY DATA SHEET \*  
\* 0403141B1 \*  
\*\*\*\*\*

Use solvent impermeable gloves to avoid contact with product.

EYE PROTECTION:

Do not get in eyes. Use safety eyewear with splash guards or side shields, chemical goggles, face shields.

OTHER PROTECTIVE EQUIPMENT:

Avoid contact with skin. Use protective clothing. Prevent contact with contaminated clothing. Wash contaminated clothing, including shoes, before reuse.

-----  
SECTION IX SPECIAL PRECAUTIONS  
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PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING:

Do not store above 100 deg. F. Store large quantities in buildings designed to comply with OSHA 1910.106. Keep away from heat, sparks and flame. Keep containers closed when not in use and upright to prevent leakage.

OTHER PRECAUTIONS:

Containers should be grounded when pouring. Do not take internally. Wash hands after using and before smoking or eating. Emptied containers may retain hazardous residue and explosive vapors. Keep away from heat, sparks and flames. Do not cut, puncture or weld on or near emptied containers. Follow all hazard precautions given in this data sheet until container is thoroughly cleaned or destroyed.

KEEP OUT OF REACH OF CHILDREN

FOR INDUSTRIAL USE ONLY

-----  
SECTION X Sara Title III Information  
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SARA 313 INFORMATION:

This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372:

COBALT 2-ETHYLHEXANOATE, 12% COBALT  
CAS# 000136-52-7 PCT BY WT: .1050

STYRENE MONOMER

CAS# 000100-42-5 PCT BY WT: 35.1070  
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DISCLAIMER AND LIMITATION OF LIABILITY  
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The products sold hereunder shall meet Seller's applicable specifications at the time of shipment. Seller's specifications may be subject to change at any time without notice to Buyer. Buyer must give Seller notice in writing of any alleged defect covered by this warranty (together with all identifying details, including the Product Code(s), description and date of purchase) within thirty (30) days of the date of shipment of the product or prior to the expiration of the shipment's quality life, whichever occurs first. THE WARRANTY DESCRIBED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. The Buyer's sole and exclusive remedy against Seller shall be for the replacement of the product or refund of the purchase price in the event that a defective condition of the product should be found to exist by Seller. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER.

The sole purpose of this exclusive remedy shall be to provide Buyer with replacement of the product or refund of the purchase price of the product

\*\*\*\*\*  
\* STYPOL 040-3141  
\* MATERIAL SAFETY DATA SHEET \*  
\* 0403141B1 \*  
\*\*\*\*\*  
if any defect in material or workmanship is found to exist. This exclusive  
remedy shall not be deemed to have failed its essential purpose so long as  
Seller is willing and able to replace the defective products or refund the  
purchase price.

Regular Meeting - April 9, 2013

**Winkler, Sandy**

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**From:** Brangaccio, Pam  
**Sent:** Friday, March 29, 2013 12:08 PM  
**To:** Winkler, Sandy  
**Subject:** FW: Fuel Farm at Public Works  
**Attachments:**  Fuel Farm at Public works time extension with Volusia County Environmental Management.txt

Include this email with CM's April 9<sup>th</sup> report.

---

**From:** Resheidat, Khalid  
**Sent:** Friday, March 29, 2013 11:25 AM  
**To:** Brangaccio, Pam  
**Cc:** McDole, Greg; Hendrickson, Brenda  
**Subject:** Fuel Farm at Public Works

As you know we have been working on our fuel farm for the past few months regarding the contamination. As a result of our investigation and our consultant findings, fortunately we don't have any ground water contamination. However, we have a soil contamination issue. The consultant has recommended for us the following:

- Clean up the area by removing the contaminated soil and replace with good clean soil.
- Declare the area as institutional control.

In evaluating the two options with our consultant, Greg McDole, and Brenda our recommendation is to use the institutional control option. This means that we have to do a deed restriction for this area (10'X10'). The institutional control could be removed any time we decide to do the clean up. It's not big of an area, but it does present a problem due to its close vicinity to the gas pump. This will give us time and preparation of the clean up and the funding in next year's budget to accomplish this. We have informed Volusia County Environmental Management of our decision so we could meet their deadline of April 2<sup>nd</sup>, 2013. Should you have any questions or concerns regarding this issue, please let me know. Thanks.

Khalid

Regular Meeting - April 9, 2013

Fuel Farm at Public works time extension with Volusia County Environmental Management  
From: Hendrickson, Brenda  
Sent: Friday, March 29, 2013 11:19 AM  
To: Resheidat, Khalid  
Subject: FW: Request for Time Extension - City of New Smyrna Beach Public Works  
Department (Facility Id 648622701)

-----Original Message-----

From: Gregory Itnyre [mailto:gitnyre@universalengineering.com]  
Sent: Wednesday, March 27, 2013 3:56 PM  
To: Jeff Spicola  
Cc: Hendrickson, Brenda  
Subject: Request for Time Extension - City of New Smyrna Beach Public Works  
Department (Facility Id 648622701)

Jeff,  
UES, on behalf of the City of New Smyrna Beach, respectfully requests for an extension of time for the submittal of the recent Supplemental Site Assessment Report to April 30th. The recent groundwater samples collected on February 20, 2013 from monitor wells MW-1 through MW-5 were again below cleanup target levels. It is going to be requested that the groundwater be issued a No Further Action. However, as indicated in the Site Assessment Report, dated December 3, 2012, a small area of contaminated soil was identified around the west and south sides of the western gasoline pump (as indicated by soil samples CS-2 and CS-3) that needs to be addressed. The City of New Smyrna Beach requests extra time to determine whether to request a No Further Action with conditions (by restricting a portion of the property in an institutional control) for the impacted soil or to recommend remedial action. If you have any questions please let me know.

Thank you,

Greg Itnyre  
Sr. Environmental Project Manager  
Universal Engineering Sciences-Daytona  
911 Beville Road, Suite 3  
South Daytona, FL 32119  
office (386) 756-1105  
cell (386) 566-1172

-----Original Message-----

From: Jeff Spicola [mailto:jspicola@volusia.org]  
Sent: Monday, March 25, 2013 11:45 AM  
To: Gregory Itnyre  
Cc: Gabor Matrai  
Subject: City of New Smyrna Beach Public Works Department (Facility Id 648622701)

Greg, how the work coming for this report that will be due next Tuesday April 2, 2013?

Jeff Spicola, P.G.  
Volusia County Environmental Management  
123 West Indiana Avenue  
DeLand, Florida 32720  
ph:386-736-5927 (ex.12096)  
jspicola@volusia.org

For timely notices, sign up for the Environet list serve  
Page 1

Regular Meeting - April 9, 2013

Fuel Farm at Public works time extension with Volusia County Environmental Management  
<http://volusia.org/environmental/listserv.htm>

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