

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Pam Brangaccio, City Manager PDB

Re: City Manager's Report – January 12, 2016

Date: January 4, 2016

Just a reminder of some upcoming events; the Martin Luther King Day Celebration Monday, January 18th; Capitol Day in Tallahassee, Wednesday, January 13th; and the Chamber of Commerce Home Show & Business Expo on Saturday, January 16th.

On Thursday, December 17th the CM attended the Chamber of Commerce Board meeting and distributed a report with updates on the Economic Development goals for 2016.

An additional appraisal is being sought for the old AOB site, 160 N. Causeway, by W.H. Benson & Company of Melbourne, Florida to further assess the actual value of the property.

Holly Smith, Marketing/PIO Manager submitted a summary of City and CRA initiatives and highlights for the month of December, which is attached.

A case study submitted by City Planner, Steve Bapp for consideration to be presented at the 2016 Joint Transforming Local Government (TLG) and League of Minnesota Cities Conference has been selected. The presentation titled: "Who is driving the Bus? Community Planning at its Zenith" was the top selection out of the 60+ case studies submitted. This application was identified as meeting the highest criteria and having the highest overall ratings of all those considered. The presentation will be in Saint Paul, MN in June of 2016.

New Smyrna Beach again has been honored by the Surfcoast Chapter of the Florida Planning and Zoning Association (FPZA). Economic Development Director Tony Otte received the association's Member of the Year Award at the group's December 11 Holiday Awards Gala in New Smyrna Beach. Each year, the award is given to the member who exemplifies outstanding achievement in support of the planning profession in Flagler and Volusia counties.

The City of New Smyrna Beach took part in the Annual "Feed the Need" County-wide Food Drive. The total number of pounds collected county-wide was 120, 793. The City of New Smyrna Beach broke its previous year's record by collecting 8,043 lbs. of food. This is the largest food drive ever for Second Harvest Food Bank and will feed 3,400 families of four (4) for a week.

A waste audit being conducted by Redman Consulting Group began, Monday January 4th and will continue for 30 days.

On December 3, 2015 the City of New Smyrna Beach was recognized for and received for the second year, the Bronze Healthiest Company Award by the Fun Coast Wellness Council at their yearly awards luncheon.

On December 10th a public meeting was held at the Coronado Civic Center to update citizens on the status of the Central Beach Flood Mitigation and Utility Improvement Project. The PowerPoint that was presented at that meeting is attached.

Attached is the December 2015 Economic Development Newsletter outlining commercial and residential projects underway in the City. Tony Otte prepares the report monthly for distribution.

All of the right of way, design plans and the state's submerged land lease have been approved for the Turnbull Bay Bridge Replacement. Upon execution of the LAP from the County and FDOT the process to advertise for construction bids will begin. The anticipated start date for this project is April 2016.

Due to a delay in the architectural review and some other issues that need to be addressed, the Portofino Resplendent Project has been granted a continuance, and will be on the agenda for the March 7th Planning and Zoning Board Meeting.

On December 17th the CM met with Finance Director Thea Philord and Leisure Services Director Nancy Maddox to discuss funding for capital items for the 2016-17 budget; based on the Commission's December 8th priorities.

City Clerk Johnny Bledsoe made a formal request to the Utilities Commission for a follow up joint meeting with the Utilities Commission in the first quarter of 2016.

The parking program went into effect Thursday, October 1st. Over 11,849 parking passes have been issued and \$79,395 in parking fees have been collected through the kiosks. Ten passes have been sold, which is an additional \$1, 000 in revenue.

Please see attached a letter submitted by CRA & Economic Development Director Tony Otte updating the County on the proposed first expenditures for the US 1 CRA.

Please see attached the proposed contract for the purchase of the First Baptist Church property. Leisure Services Director Nancy Maddox will be placing this item on the January 26th agenda if the contract is approved by the First Baptist Church Board at their next meeting.

The City will be participating in a joint study with the River to Sea TPO regarding the section of SR A1A from Peninsula Drive to 3rd Avenue. The study will be conducted on February 11th and 12th and will be a day/night on-the-ground assessment of conditions on that section of roadway.

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

City of New Smyrna Beach
Public Information Initiatives
Analytics Summary/Highlights: December 2015

- **City website www.cityofnsb.com**
 - 26,578 'unique' visitors in December.
 - Continually updating dept content and coordinating new graphics to flash on homepage to highlight projects/initiatives.
- **Proactive news releases:**
 - 8 proactive news release were distributed.
 - 13 print stories were generated from the releases in the newspaper of record. (Does not include other publications, several broadcast media stories or social media posts generated.)
- **City social media**
 - Posting a minimum of five posts each workday and gleaning content from several sources.
 - Replies and questions are monitored/answered.
 - 1,140 lifetime likes.
 - <https://www.facebook.com/cityofnsb>
 - 98 followers of Twitter page @CityofNSB
- **2015 Annual Report**
 - Turn-keyed the 2015 annual report from content creation to delivery.
 - Cost: \$604 for design and #500 copies (not including staff time)
- **Island Education series**
 - Coordinated promotion of the 2016 series including updated web graphic, poster, news release and weekly, individualized posts on social media.
 - Cost: \$87 + staff time.
- **How to Tuesdays series:**
 - Coordinated web graphics, poster, news release and weekly individualized social media posts.
 - Cost: \$85 + staff time.
- **Mayor's Fitness Challenge 2016:**
 - Planning event promotion including new logo design and bi-tri-weekly social media posts for challengers.
 - Cost: \$22 for logo redesign + staff time.
- **Art Fiesta 2016:**
 - Planning traditional and digital marketing for 2016 event.
 - Projected cost: \$1,514 for collaterals and digital/traditional advertising + staff time.
- **Brannon Civic Center project**
 - Continuing to update page with construction progress photos through completion and will extend page promotion using social media.
www.cityofnsb.com/brannonciviccenter
 - Posting updates/photos on social media
- **Misc jobs:**

- Drafted 'presentation' and notes for staff.
- Monitoring of info mailbox used for incoming inquiries.
- **Do the LOOP! monthly LOOP E-newsletter:**
 - The publication has grown to 2,190 subscribers as of December 2015.
 - Includes coordinating monthly event lists with several groups and event hosts.
- **LOOP monthly rack cards:**
 - 5,000 January cards created and distributed to various businesses inside and near the LOOP.
 - Cost: \$289 for #5,000 cards.
- **LOOP website www.nsbwaterfrontloop.com/events:**
 - 5,226 unique users in December.
 - Events continually are posted to the events page.
- **Facebook.com/nsbwaterfrontloop:**
 - 3,651 lifetime likes.
 - Daily posts are created.

MASCI CORPORATION

CENTRAL BEACH PHASE III FLOOD MITIGATION & UTILITIES IMPROVEMENT PROJECT

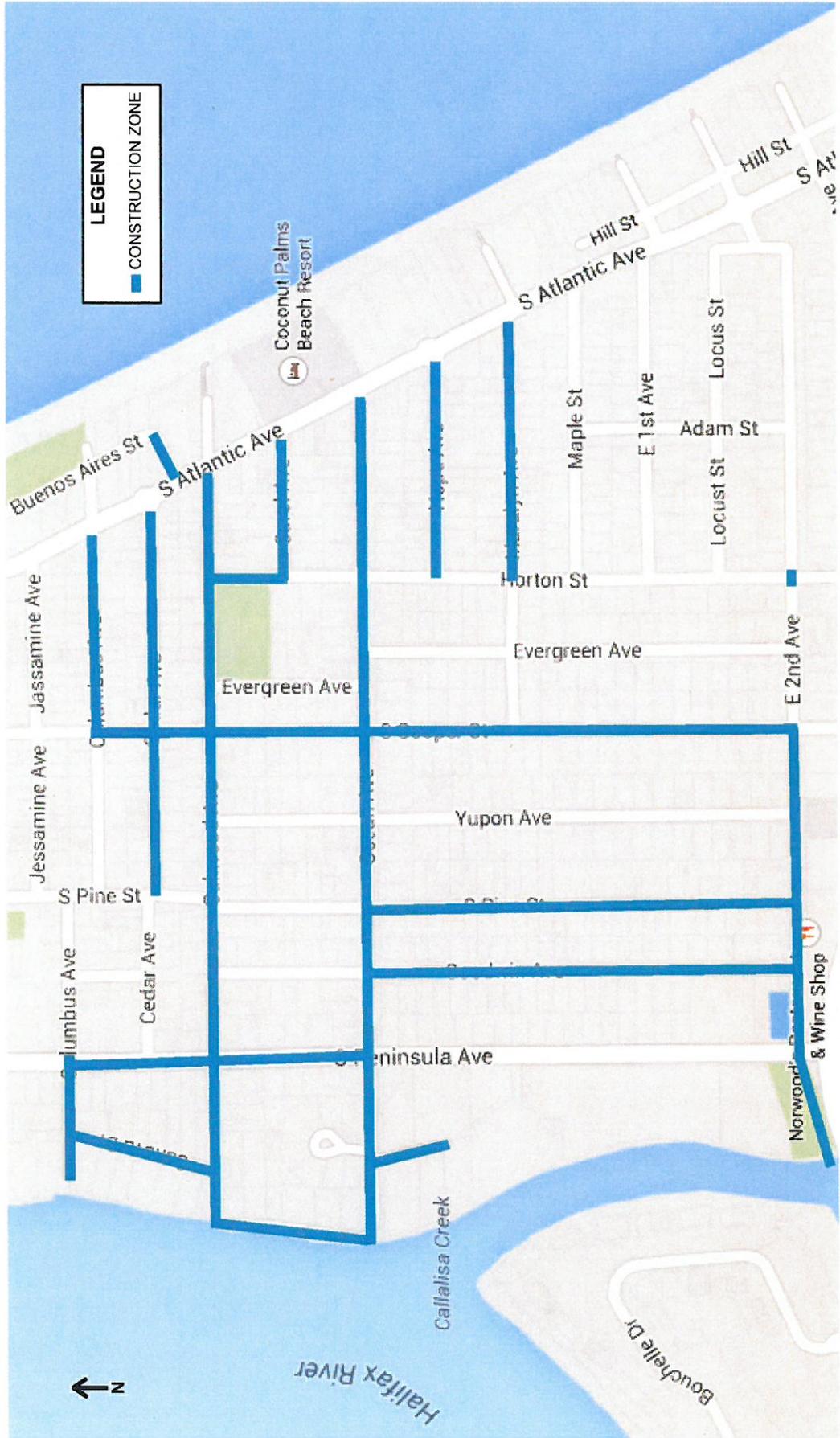
**DECEMBER 10, 2015
NEIGHBORHOOD MEETING**

PROJECT OVERVIEW

- Three year project consisting of:
 - Stormwater drainage system
 - Gravity sanitary sewer system
 - Replacement
 - Lining/Rehabilitation
 - Potable water main
 - Force main (pressurized sewer)
 - Misc. site work
 - Asphalt resurfacing

PROJECT OVERVIEW

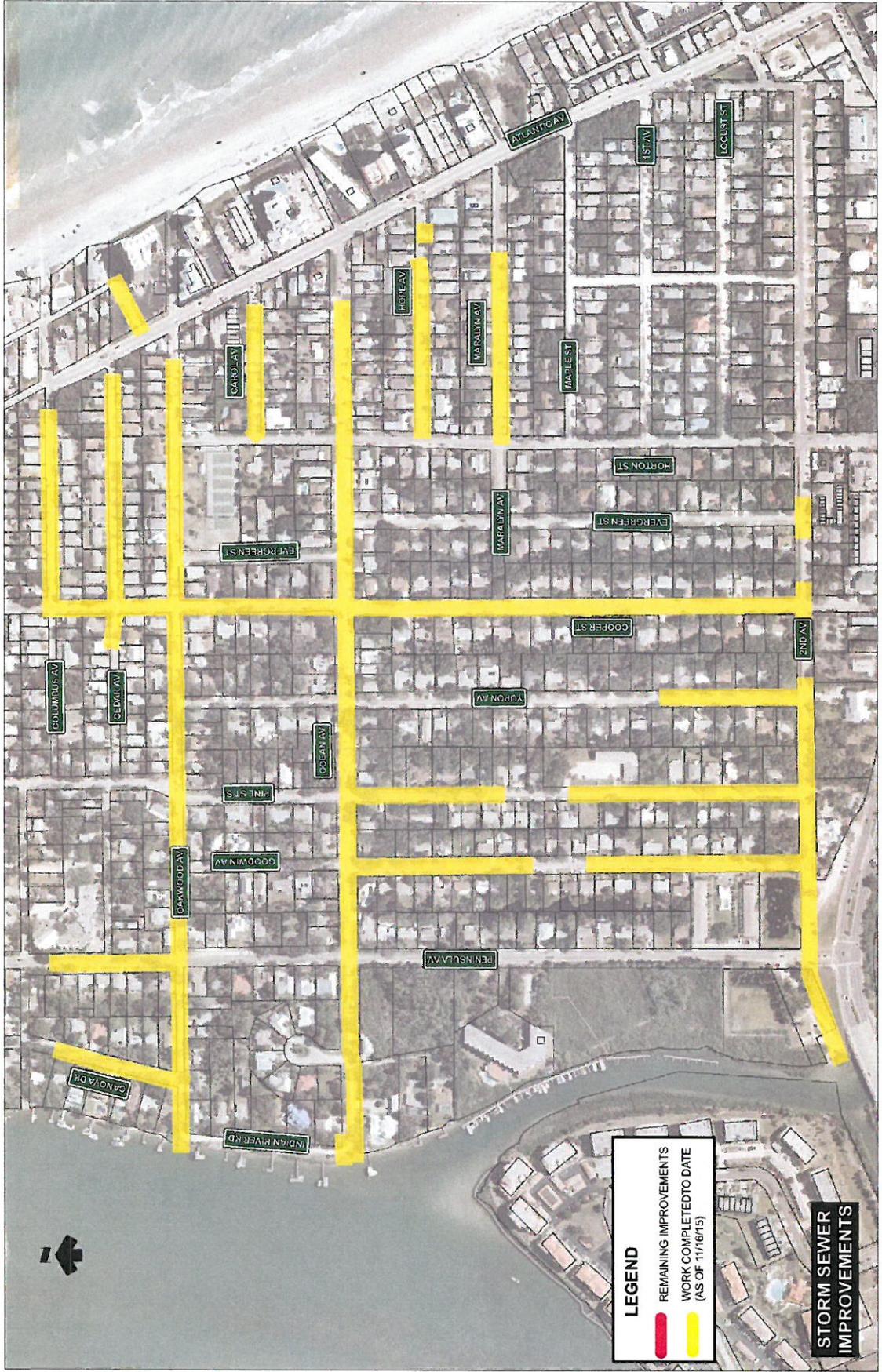
PROJECT MAP



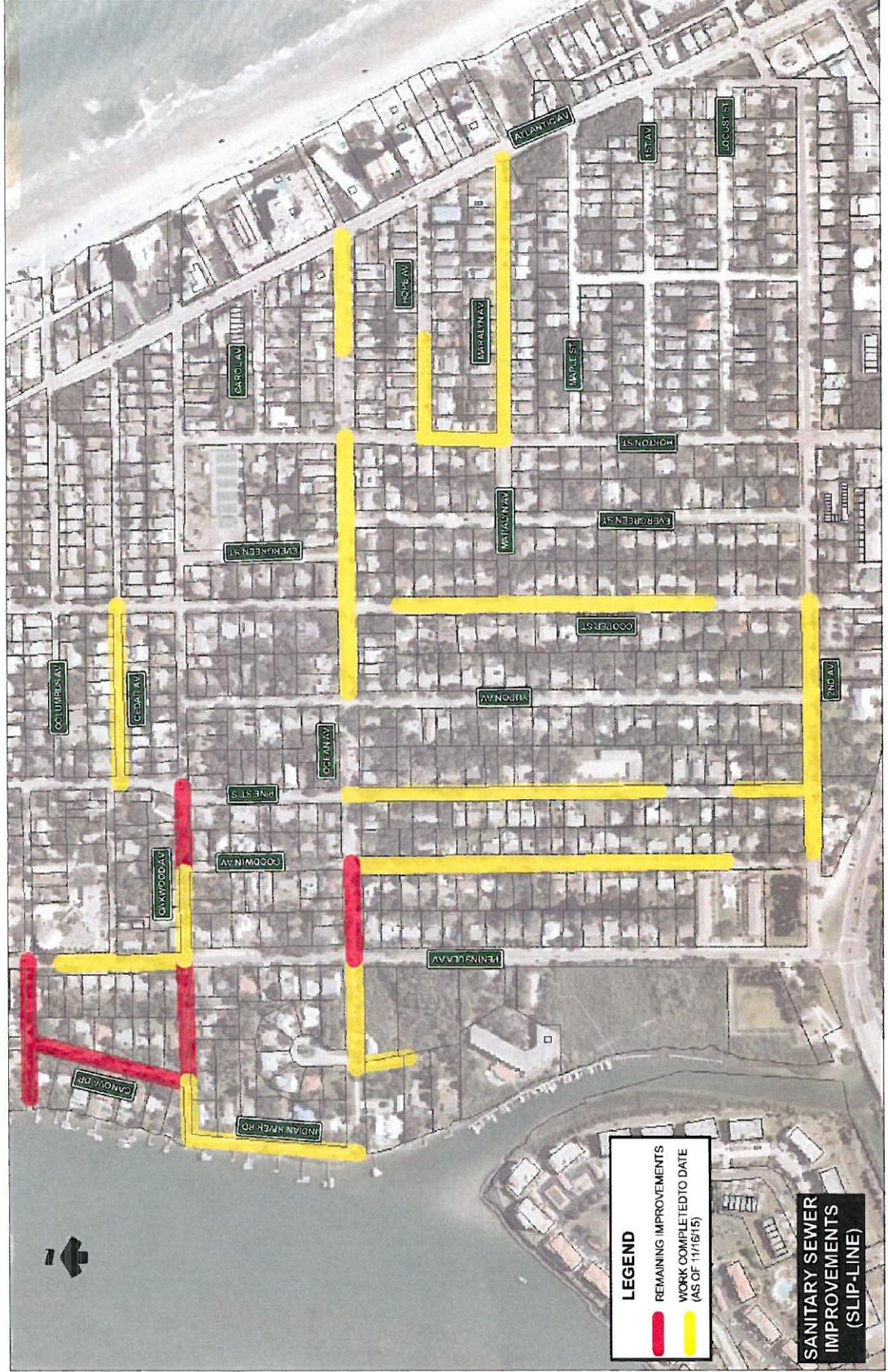
PROJECT STATUS

- Contract Time:
 - Contract Duration: 1,095 days
 - Clock Started: 9/29/2014
 - Days Completed: 437 days
 - Days Remaining: 658 days
 - Contract Time Complete: 39.9%
- Work Completed:
 - Contract Total: \$9,014,868.38
 - Amount Billed to Date: \$8,183,350.42
 - Est. Construction Complete by Billing (Work Completed): 90.8%
 - Last Public Meeting on 7/2/2015 Approximately 59.1% Complete
- Summary:
 - Significant Amount of Work Completed Since Last Public Meeting
 - Ahead of Schedule
 - Project Completion Early 2016

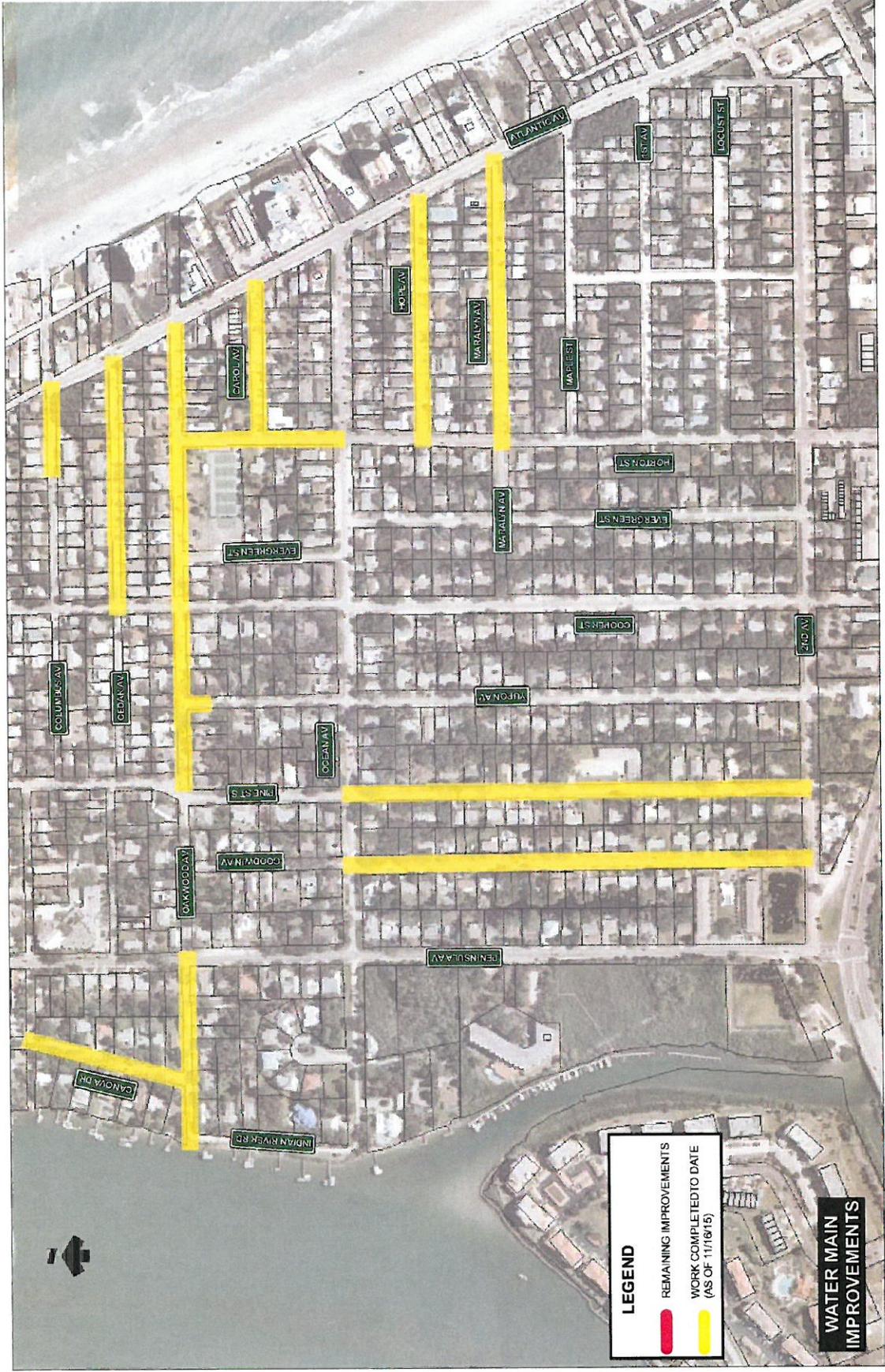
STORMWATER IMPROVEMENTS



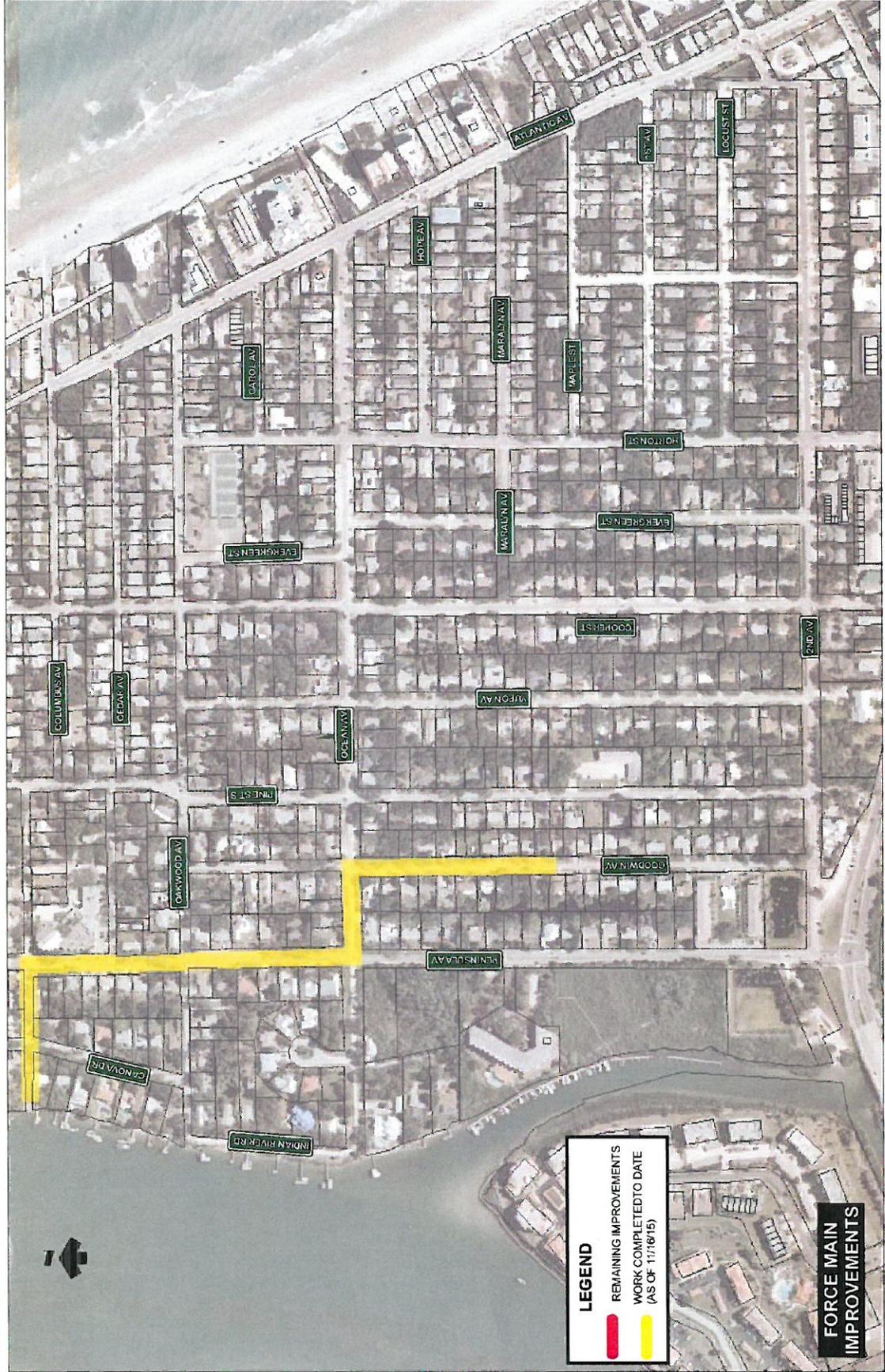
GRAVITY SANITARY SEWER (REHABILITATION)



WATER MAIN (POTABLE)



FORCE MAIN (PRESSURIZED SEWER)



ADDITIONAL WORK STATUS

- Asphalt – bottom lift completed
- Driveway restoration – substantially complete
- Curb & sidewalk restoration – substantially complete
- Video inspection of storm & sanitary – completed
- South Pine Street sidewalk - completed
- Sod restoration – in progress

UPCOMING AREAS OF FOCUS

- Complete driveway restoration
- Complete curb & sidewalk restoration
- Complete sod restoration
- Complete Cooper Street traffic calming
- Install storm water pump station – Hope Avenue
- Install final lift of asphalt
- Install striping on final asphalt surface
- Miscellaneous restoration
- Now is the time to voice all final concerns

Holiday Schedule

- Masci Office in Port Orange will be closed for the Holidays from 12/21/15 to 1/1/16
 - Masci will continue to work onsite during this period
 - Masci will have a reduced work force onsite

CITY OF NEW SMYRNA BEACH

CONTACTS & UPDATES

- City of New Smyrna Beach Inspector
 - Shawn Giddens sgiddens@cityofnsb.com
(386)576-7768
- Get updates on the project's progress online at www.cityofnsb.com/centralbeach

MASCI CONTACTS

- Corporate Office
 - 5752 S. Ridgewood Ave.
 - Port Orange, FL 32127
 - Phone: 386-322-4500
- After Hours Phone
 - Steve Turner, Superintendent: 386-566-9020
 - Darren Phegley, Project Manager: 386-846-6762

QUESTIONS & ANSWERS





ECONOMIC DEVELOPMENT NEWSLETTER

December, 2015

✓ 2015: A Great Year for Economic Development!



This year has been another banner year for economic development activities in New Smyrna Beach, with both private property projects and public projects facilitating positive movement in the local economy. Notable activities include:

- The paving of Colony Park Rd to the east of Home Depot on SR 44 was completed. The new section is now the site for two new medical buildings and an Aldi grocery store that are all under construction;
- The site of the former Daytona Beach Community College at the corner of US 1 and Wayne Ave was purchased and is in the permitting process for the development of an assisted living facility;
- The FEC property on S US 1 was purchased.
- The City of New Smyrna Beach was consistently among the leaders in the County for the number and value of new commercial and residential structure building permits;
- The \$1 million improvement project for the North Causeway roadway is now underway;
- The construction of the new civic center in Riverside Park is well-underway and is scheduled for completion late next year;
- Geosam Capital announced that they are moving their U.S. corporate headquarters to Venetian Bay;
- New businesses that opened on Canal St in 2015 include the Corkscrew Restaurant, which filled the last open space in the former Pennysaver Building;
- Several prominent buildings on Flagler Ave were renovated in 2015 including Flagler Tavern and the Beacon Restaurant. Jewelry of Joy is completing a new two story building east of Cooper St.;
- A gateway feature was completed at Third Ave and Peninsula Drive, and Norwood's Restaurant nearby opened a "treehouse" feature;
- The sale of the AOB site at 160 N Causeway continues in negotiations;
- The movie theatre on S US 1 has been renovated by a new operator and has reopened; and
- City assistance to business owners includes Brownfield environmental site assessments, demographic data and traffic counts for specific locations, and commercial property site reviews for business operations.

Another banner year for economic development activity in the City of New Smyrna Beach!

✓ *The draft Update of the NSB Economic Development Plan is available for review! We want your input!*

The Economic Development Plan for the City of New Smyrna Beach was presented to the City Commission in 2010, and is now being updated by the City Economic Development Advisory Board (EDAB). The draft Update is available on the City website: <http://www.cityofnsb.com/347/Economic-Development>. The EDAB is inviting business owners, managers, and citizens to review the plan and provide comments and suggestions before the plan is presented to the City Commission. The plan will be discussed at the EDAB meeting on Wednesday, December 16 at 6 pm in the City Commission Chambers and again in January (see January Newsletter for meeting notice).

The City's Economic Development Plan Update is an important document, guiding the City's Economic efforts for the next three years. The draft plan update cites the target industries for business retention, expansion, and recruitment to be:

- Aviation and Aerospace
- Creative Class, including High Tech
- Light Industry, including Manufacturing
- Medical
- Professional Office, including Corporate Headquarters
- Recreation

For further information or to provide comments contact Tony Otte at 566-3941 or email totte@cityofnsb.com.

✓ *Business Resources*

- Information available at no charge: For information concerning commercial and industrial properties, demographic data identifying potential customers, traffic counts, and city-related questions: call Tony Otte, CRA/Economic Development Director, (386) 566-3941 (cell phone).
- Assistance with hiring employees: Career Source Flagler Volusia, 329 Bill France Blvd, Daytona Beach. (386) 323-7001
- Training Opportunities:
 - Training offered at Daytona State College at the NSB/Edgewater campus
 - Certified Production Technician, January 11 – February 18, 2-5:30 pm, \$975. To register or get further information call (386) 506-4224.

- Training offered by SCORE
 - Score offers many NO CHARGE business training classes on a variety of subjects. For more information go to Score87.org or info@Score87.org.
- NO CHARGE Business Assistance – Expansion and Growth for Existing Business
 - Volusia County Department of Economic Development: (386) 248-8048 – services include exporting assistance
 - Small Business Development Center at Daytona State College: (386) 506-4723 – services include preparation of business plans, assistance in seeking loans, business consulting.
- NO CHARGE Business Assistance – Entrepreneurs
 - SCORE: (386) 255-6889 – services include preparation of business plans, business consulting.
- City Property Tax Exemption for expanding businesses: In November 2014 voters approved a Tax Exemption program that provides expanding businesses that meet program criteria with abatements of City property taxes. If your business is in the expansion mode please call Tony Otte (contact information below) for further information.
- The cities of New Smyrna Beach, Edgewater, and Oak Hill have jointly been awarded a US EPA grant to provide environmental site assessments, free of charge, for approved sites. The Phase 1 and Phase 2 assessments are performed to identify contaminants including soil and groundwater pollutants, mold, asbestos, lead paint; and in some cases grant funds may be used for the removal of underground storage tanks. For information on how to apply for grant services please contact: Ms. Donna Banks: dbanks@cityofnsb.com or (386) 314-4849.
- The “City Ready” service provides a meeting at no charge with City staff members to discuss how to maximize the use of a commercial building and/or property. Such meetings normally take less than one hour and provide a wealth of useful information for business planning. Please call Tony Otte (contact information below.)
- For prominent Commercial/Industrial properties for sale or lease, please go to Volusiasites.com and click on New Smyrna Beach. Sites can be added to this list by contacting Tony Otte (contact information below).

For further information contact Tony Otte: totte@cityofnsb.com; or call 386.566.3941 (office/cell)

Kosorok, Tammy

From: Brangaccio, Pam
Sent: Tuesday, December 8, 2015 8:21 PM
To: Kosorok, Tammy
Subject: Fwd: Turnbull Bay Bridge Replacement Status

add to jan 12th CM report.

Sent from my iPad

Begin forwarded message:

From: Gerald Brinton <gbrinton@volusia.org>
Date: December 8, 2015 at 11:06:26 AM EST
To: "Deborah A. Denys" <DDenys@volusia.org>
Cc: Pam Brangaccio <pbrangaccio@cityofnbs.com>, Doug Daniels <DDaniels@volusia.org>, Donna DePeyster <DDePeyster@volusia.org>, <DEckert@volusia.org>, Fred Lowry <FLowry@volusia.org>, George Recktenwald <GRecktenwald@volusia.org>, Joyce Cusack <JCusack@volusia.org>, Jason Davis <JDavis@volusia.org>, James Dinneen <JDinneen@volusia.org>, Joshua Wagner <JWagner@volusia.org>, Mary Connors <MConnors@volusia.org>, <PPatterson@volusia.org>
Subject: Turnbull Bay Bridge Replacement Status

Dear Council Member Denys,

Per your request the following is an update for the Turnbull Bay Bridge Replacement project.

All right of way, design plans and the state's submerged land lease have been approved. The updated engineer's cost estimate is \$1.1 million over the approved federal funding amount. Construction bids have skyrocketed over the past six months or so with so much construction work on the street. FDOT is optimistic they will be able to cover the additional funding.

As soon as they make that determination they will provide us with an amended LAP (federal funding) agreement to take to county council. Hope that will happen so it can be on a January council agenda. Upon execution of the LAP agreement amendment by county and FDOT we will be authorized to advertise for construction bids. a construction start date of April 2016 seems achievable at this time.

Please advise if you need any additional information.

Gerald (Jerry) N. Brinton, P.E.
County Engineer / Director of Engineering & Construction
123 West Indiana Avenue
DeLand, FL 32720-4262

Tel: (386) 736-5967, ext. 12294
Cell: (386) 878-5020
email: gbrinton@volusia.org

"Success Lies Upstream. You Can't Drift There."

****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Volusia County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****

Bledsoe, Johnny

From: Brangaccio, Pam
Sent: Monday, December 28, 2015 10:09 PM
To: Gummey, Frank; Bledsoe, Johnny
Subject: Re: Resplendent

Tks ; JB can U put a copy if email in commission boxes; Thanks.

Sent from my iPhone

On Dec 28, 2015, at 6:22 PM, "Gummey, Frank" <fgummey@cityofnsb.com> wrote:

Sent from my iPhone

Begin forwarded message:

From: "Gove, Jeff" <jgove@cityofnsb.com>
Date: December 28, 2015 at 4:55:05 PM EST
To: "travousdever@gmail.com" <travousdever@gmail.com>, Ian Ratliff <ian@ratliffarchitecture.com>, Jamie Calkins <jamie.calkins@ml.com>, Kelly Azzinaro <Kellyazzinaro@gmail.com>, Steve Sather <stevesather@gmail.com>, Steven Casserly <stevecasserlykw@gmail.com>, Patricia Arvidson <arvos@cfl.rr.com>
Cc: "McDole, Greg" <gmcdoles@cityofnsb.com>, "Gummey, Frank" <fgummey@cityofnsb.com>, "Moccia, Ursula" <umoccia@cityofnsb.com>, Mathen Robert <rmathen@cityofnsb.com>, "Bapp, Steven" <sbapp@cityofnsb.com>, "jim@jamesmorrisspa.com" <jim@jamesmorrisspa.com>, 'James Stowers' <jstowers@geosam.ca>
Subject: FW: Resplendent

This email request concerns Item J on the January 4 P & Z agenda, which we requested be continued in the attached memo. Their request below and in their attached letter would be for that continuance to be for the March 7th meeting instead.

Jeff Gove, AICP
Chief Planner, City of New Smyrna Beach
2650 No. Dixie Freeway
New Smyrna Beach, FL 32168
386.410.2800
jgove@cityofnsb.com

From: jim@jamesmorrisspa.com [mailto:jim@jamesmorrisspa.com]
Sent: Friday, December 18, 2015 3:33 PM
To: Gove, Jeff
Cc: Bledsoe, Johnny; Hathaway, Jim; Reiker, Judy; Sachs, Jake; McGuirk, Jason; Jones, Kirk; james3343@hotmail.com
Subject: Resplendent

Dear Jeff,

Attached please find my letter to James Stowers, General Counsel for Geosam. As your review of my letter to James will show, I believe that Geosam, as the master developer, has input in regard to the entity conducting the architectural review of the Resplendent project. Now that the easement vacation has been resolved, my client intends to move forward with the privately required architectural review of the project. Clearly, the architectural review will not be complete by January 4, 2016, the date scheduled for Planning Board review of the project. I will be unavailable in February on the date normally reserved for the Planning Board meeting. To avoid confusion, repetition and delay, my client has elected to request its site plan review be scheduled for March 2016 instead of January 4, 2016. Please advise me if anything more than this letter is required to effectuate review.

A copy of this email has been provided to James Stowers for his information. I will also obtain the list of people noticed for the easement vacation and provide a copy of this email to the listed parties.

Best regards and Merry Christmas!

Jim

<image003.png>

<20151218150411.pdf>

<Item J - Request for Contin for Jan 2016 mtg.pdf>

Interoffice Memorandum

City of New Smyrna Beach

To: New Smyrna Beach Planning and Zoning Board Members

From: Jeff Gove, AICP, Interim Planning Director

Subject: Request for Continuance, Item J, SP-19-15: RESPLENDENT MF / PORTOFINO BLVD. (CLASS III)

Date: December 18, 2016

This agenda item is requested by staff to be continued to a future and/or the following meeting of February 1, 2016, due to the requirements of Article XI Site Plan Approval, Section 3. Approval Process, C. (5), which states (pertinent section underlined):

Planning and zoning board approval. In addition to PRC review and approval, Class III site plans must also be reviewed and approved by the planning and zoning board. Only projects with ten or fewer outstanding technical and procedural comments shall be submitted by the planning and engineering department to the planning and zoning board for consideration, unless waived by the planning and zoning board.

A number of outstanding technical and/or procedural comments remain outstanding at this time, which are listed and detailed below.

This application was first reviewed at the October 2, 2015 Plan Review Committee (PRC) meeting, after a pre-application meeting in April and subsequent months. Review comments were then provided to the applicant at that October PRC meeting, and the applicant resubmitted revised plan documents to address those comments on December 4, 2015.

As of the date this report is being written, not all PRC members have signed off on this Site Plan application, with approval signatures still outstanding being those of the City Engineer, Building Official, City Horticulturist, City Planner, and Utilities Commission. The City Land Development Regulations (LDR) allow PRC members ten working days following a resubmittal to review the plans and then provide comments or approve the plans. That ten day PRC resubmittal review period has not yet ended as of this time of this report being prepared, but will end prior to the January Planning and Zoning Board meeting for which this application is currently scheduled. Any updates as to staff/PRC comments and/or approvals that may occur prior to that January meeting can then be provided to the Board at that time if requested.

Request for Continuance, Item J, SP-19-15: RESPLENDENT MF / PORTOFINO BLVD.
December 18, 2016

However, current review comments now already include over ten outstanding items to be addressed, as such:

- 1) The Utilities Commission has provided the applicant (in a 12/14/15 email) a list of 25 comments to be addressed before they can approve the currently submitted plan.
- 2) The required review and approval of the required Traffic Impact Analysis (TIA) is still not complete as of the date of this memo, with a review letter from the City's traffic consultant for this TIA expected shortly.
- 3) The applicants were asked at the 10/2/15 PRC meeting to provide the required evidence of application and review by the Volusia County School Board regarding the proposed units and available school capacities in the area, and responded in the 12/4/15 resubmittal that approval letter would be provided to the City upon receipt. That has not occurred as of this date.

In addition, there may be further review comments from those PRC members who have not yet signed off on the plan, in addition to those in the above list that remain to be addressed. These various outstanding items will need to be satisfied by the applicant, in accordance with the above stated LDR requirement, before this can be scheduled for any future Planning and Zoning Board agenda.

For reference, the agenda for the following Planning and Zoning Board meeting of February 1, 2016 is tentatively set to be posted on January 22, 2016. All outstanding site plan review comments would have to meet the above LDR requirements to be posted for that February meeting at least a week prior to that January 22 agenda posting date, so a current and complete staff report and recommendation regarding this application can then be prepared and posted for the February meeting agenda date.

JAMES S. MORRIS
ATTORNEY AND COUNSELOR AT LAW

December 18, 2015

James Stowers, Esquire
Geosam Capital US LP
805 Candlewood Circle
Ormond Beach, FL 32174

*Re: Resplendent Multifamily
Architectural Review*

Dear James,

In response to your Planning Board comments at the New Smyrna Beach Planning Board meeting, please be advised that the developer of the above referenced project would like to schedule the project for the appropriate architectural review by the appropriate entity. My vague reference to the reviewing entity relates to uncertainty of the name or contact person of the entity who should receive the Resplendent plans and exhibits for architectural review, the standards for review, the costs associated with the review and any required notice of the review to the parties deemed by the applicable covenants and restrictions to be entitled to notice. Accordingly, I am seeking a referral or direction from you to the appropriate entity and, if available, a copy of the appropriate restrictions and rules of procedure for the review.

I recognize that Geosam per se is not the reviewing entity. But I do believe (and certainly stand to be corrected) that Geosam is the Master Developer of Venetian Bay and as the Master Developer participates in or controls the architectural review process. Since you serve as general counsel for Geosam, I hope you will assist me in scheduling the required architectural review of the project or direct me to the appropriate person to coordinate the review. If my questions **should not be directed to you, please advise me who I should contact.** My client intends to fully comply with all applicable requirements and standards for architectural review of the Resplendent project.

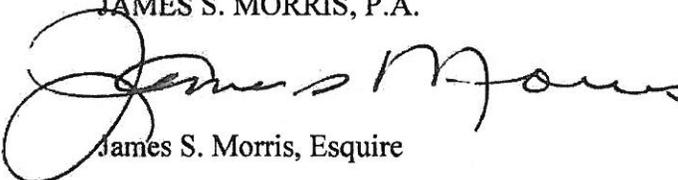
Since vacation of the construction trailer easement has been addressed by the City Commission, it is now appropriate to finalize plans for architectural review. Prior to the answer on the question of the easement, it would have been inappropriate to submit for review since the easement, or lack thereof, played a significant role in how the project entry will be designed and treated with landscaping and architectural features.

JAMES S. MORRIS, P.A. ♦ POST OFFICE BOX 291687 ♦ PORT ORANGE, FL 32129-1687
750 OAK HEIGHTS COURT, UNIT 304 ♦ PORT ORANGE, FL 32127
386-310-8784 ♦ 386-310-8783, FAX ♦ JJM@JAMESMORRISPA.COM

Please reply as soon as possible so that my client can be sure to follow the existing, applicable standards for architectural review. Thank you for your assistance in helping my client follow the appropriate covenants and restrictions application to the Resplendent property.

Best regards,

JAMES S. MORRIS, P.A.

A handwritten signature in black ink, appearing to read "James S. Morris". The signature is fluid and cursive, with a large initial "J" and "M".

James S. Morris, Esquire

JSM/kf

Cc: New Smyrna Beach City Commission
Jeff Gove, New Smyrna Beach City Planner
client



January 5, 2016

Ms. Arlene Smith
Volusia County
Daytona Beach International Airport
700 Catalina Dr., Suite 200
Daytona Beach, FL 32114

Re: Proposed first expenditures from the US 1 CRA

Dear Arlene,

We are preparing for the implementation of the new US 1 Community Redevelopment Agency! As you may remember, the Capital Improvements Plan for the US 1 CRA includes projects on US 1 and the Historic Westside, with \$500,000 being appropriated in the ten year budget for "Partnerships to facilitate new affordable housing" (please see the attached). It is anticipated that our first two projects will be in that category.

The concept for the first project began when the City Commission voted to convey the property that the Boys and Girls Club leases from the City, a former City fire station at the corner of Mary Ave and Milford Ave in the Historic Westside. With the property conveyance pending, the Club building was renovated with many contractor donations, and the ribbon-cutting and celebratory deed presentation was held on November 13 (please see the attached newspaper article).

Adjacent to the Boys and Girls Club property is another parcel owned by Southeast Volusia Habitat for Humanity, who had acquired the parcel some time ago to build affordable housing. The Habitat property is needed by the Boys and Girls Club for future expansion, and Habitat conceptually agreed to convey their property to the Boys and Girls Club if they could find suitable property for future affordable housing.

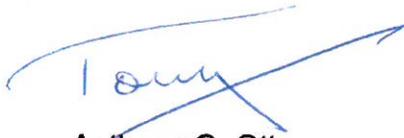
At the December 8 regular meeting the City Commission voted to direct City staff to prepare an agreement regarding the exchange of properties between the City, Habitat, and the Boys and Girls Club, with the participation of the US 1 CRA in providing funds for the payment of impact fees (for capital facilities) in an amount not to exceed \$15,519 (This payment balances out the value of the property exchange, as explained in the attached agenda item.). The fees will be due for the construction of affordable, single-

family housing for property currently owned by the City which is planned to be conveyed to SEV Habitat, on the SE corner of Lewis and Julia, also in the Historic Westside.

I anticipate that our second project will also be in the same category: The paving of Railroad Avenue, which is adjacent to and will serve new affordable housing being constructed by the New Smyrna Beach Housing Authority. These duplexes and single family units will become part of the Housing Authority's inventory of affordable housing options.

If you have any questions on these planned expenditures please don't hesitate to contact me.

Sincerely,



Anthony G. Otte,
CRA/Economic Development Director

Attachments

- Capital Improvements Plan, US 1 CRA
- Agenda item, New Smyrna Beach City Commission Regular Meeting, December 8, 2015
- Newspaper article

Capital Improvements Plan US 1 CRA

Years 1 – 10: Projects in the US 1 Corridor and the Historic Westside

• Economic Development & Business Location Support	\$750,000
• Remediation of brownfield sites	\$500,000
• Property Acquisition; preservation of economic incubator space	\$400,000
• Streetscape and pedestrian safety improvements, including sidewalks (supporting residential neighborhood stability) (Wayne)	\$300,000
• US 1 & Canal St intersection improvements and safety enhancements (hardscape)	\$250,000
• Historic Westside Housing Improvements	\$350,000
• Improvements to the Pettis Park area and Mary Harrell Black Heritage Museum & shotgun house	\$250,000
• Senior Housing: match for Florida Housing Finance Authority grant	\$50,000
• Partnerships to facilitate new affordable housing	\$500,000
• Connections to Central Water and Sewer	<u>\$50,000</u>
First ten year total	\$3,400,000



Agenda Item Details

Meeting	Dec 08, 2015 - City Commission Regular Meeting
Category	8. ADMINISTRATIVE ITEMS/NEW BUSINESS
Subject	F. Property Exchange – City to SEV Habitat for Humanity – SEV Habitat to Boys and Girls Club, Inc. Additional Property next to the Boys & Girls Club
Access	Public
Type	Action
Preferred Date	Dec 08, 2015
Absolute Date	Dec 08, 2015
Fiscal Impact	Yes
Dollar Amount	15,519.00
Budgeted	No
Budget Source	US1/Historical Westside CRA funds
Recommended Action	Staff recommends that the City Commission direct staff to prepare an agreement regarding the exchange of properties between the City, Habitat, and the Boys and Girls Club, and the participation of the US 1 CRA in providing an incentive grant for the payment of impact fees to SEV Habitat in an amount not to exceed \$15,519.00 for impact fees that will be due for the construction of affordable, single-family housing for the property currently owned by the City (planned to be conveyed to SEV Habitat) on the SE corner of Lewis and Julia.
Goals	Strategic Issue No. 3 - In 2039 US 1 shall be a viable, aesthetically pleasing, revitalized, mixed use corridor that serves as an economic engine of the City. Strategic Issue No. 4 - Preserve the historic footprint and neighborhood character of our community

Public Content

Department Making Request: CRA

Summary Explanation and Background:

On May 26, 2015 the City Commission approved the conveyance of 813 Mary Avenue to the Boys and Girls Club, Inc., of Volusia Flagler. This property according to the Volusia County Property Appraiser’s office is worth \$117,493.

On September 22, 2015, the City Commission approved an expenditure to help facilitate the abatement of asbestos at 813 Mary Avenue in conjunction with major renovations that the Boys and Girls Club were about to complete. The cost for abatement of the asbestos \$11,675.00

2. Volusia County Property Appraiser's valuation of Lewis and Julia and Milford Place
3. Maps of property

Funding Analysis: \$15,519 to be expended from line item 12331302 583003 Incentives in the New US1/Historical Westside CRA budget.

[Property Appraisers.pdf \(2,053 KB\)](#) [_maps.pdf \(783 KB\)](#)

Administrative Content



105 N. Orange Street
New Smyrna Beach, FL 32169
386-428-5010

November 18, 2015

To Mayor & City Commission, City of New Smyrna Beach

Re: Boys & Girls Club Property Exchange

The Board of Directors of SE Volusia Habitat for Humanity seeks to fulfill our mission to demonstrate the love of Jesus Christ, and support sustainable and transformational development of communities. To that end, we are supportive of a plan to donate our property adjacent to the Boys & Girls Club to assist with their work.

At the same time, we are ever mindful of the need for decent & affordable housing in the Historic West Side. Accordingly, we request the City donate its property on Lewis and Julia to our affiliate and consider the waiver of \$15,519 in future fees (permit, impact, etc.) to compensate for the loss of affordable housing building locations. The waiver amount request is the difference between the just values of the land being donated to the Boys & Girls Club and the City owned land.

Habitat for Humanity is proud to be an organization that invests in our community by providing a hand up, not a hand out, to families in need of "neighborly" help. On behalf of our partner families, thank you for your careful consideration of this proposal.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rosemary Walker".

Rosemary Walker
Executive Director



Volusia County
FLORIDA

Volusia County
Property Appraiser

Morgan B Gilreath Jr
M.A., A.S.A., C.F.A.



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Property Information

Parcel Information: 7441-25-00-0040 Last Updated: 10-25-2015

Owner Name and Address

Alternate Key	3875753	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	7441-25-00-0040	Mill Group	601 New Smyrna
Full Parcel ID	41-17-34-25-00-0040	2015 Final Mill Rate	21.71700
Created Date	06 JAN 1982		
Property Class	80 Vacant Governmental for Municipal, County, State, Federal & Water Mgmt Districts		
Ownership Type	Municipal	Ownership Percent	100
Owner Name	COMMUNITY REDEVELOPMENT AGENCY		
Owner Name/Address 1	CITY OF NEW SMYRNA BEACH		
Owner Address 2	210 SAMS AVE		
Owner Address 3	NEW SMYRNA BEACH FL		
Owner Zip/Postal Code	32168-7040		
Situs Address	PROPERTY LOCATION IS NOT AVAIL 32168		

Legal Description
W 150 FT OF N 1/2 OF LOT O EXC S 17 1/2 FT BLK 2 V LOWDS NEW SMYRNA MB 3 PG 129 PER OR 4703 PGS 4141-4142

Sales History

Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
4703 4141	06/2001	Warranty Deed	Unqualified Sale	No	25,000
4703 4137	05/2001	Quit Claim Deed	Unqualified Sale	No	10
4408 1914	01/1999	Quit Claim Deed	Unqualified Sale	No	10
3619 1440	05/1990	Warranty Deed	Affiliated Parties	No	3,000
3349 0287	08/1989	Warranty Deed	Qualified Sale	No	12,000

History of Values

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2015	27,450	0	0	27,450	27,450	27,450	27,450	0	0	0
2014	27,450	0	0	27,450	27,450	27,450	27,450	0	0	0

[Display Value History](#)

Land Data

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Phy	Just Value
8089	VAC GOV - MUNICIPAL	150.0	183.0	27450.00	SQUARE_FEET	1.25	100	100	80	100	27,450
Neighborhood C7832 NSB- MISC MXD W OF HWY 1											
Total Land Classified											0
Total Land Just											27,450

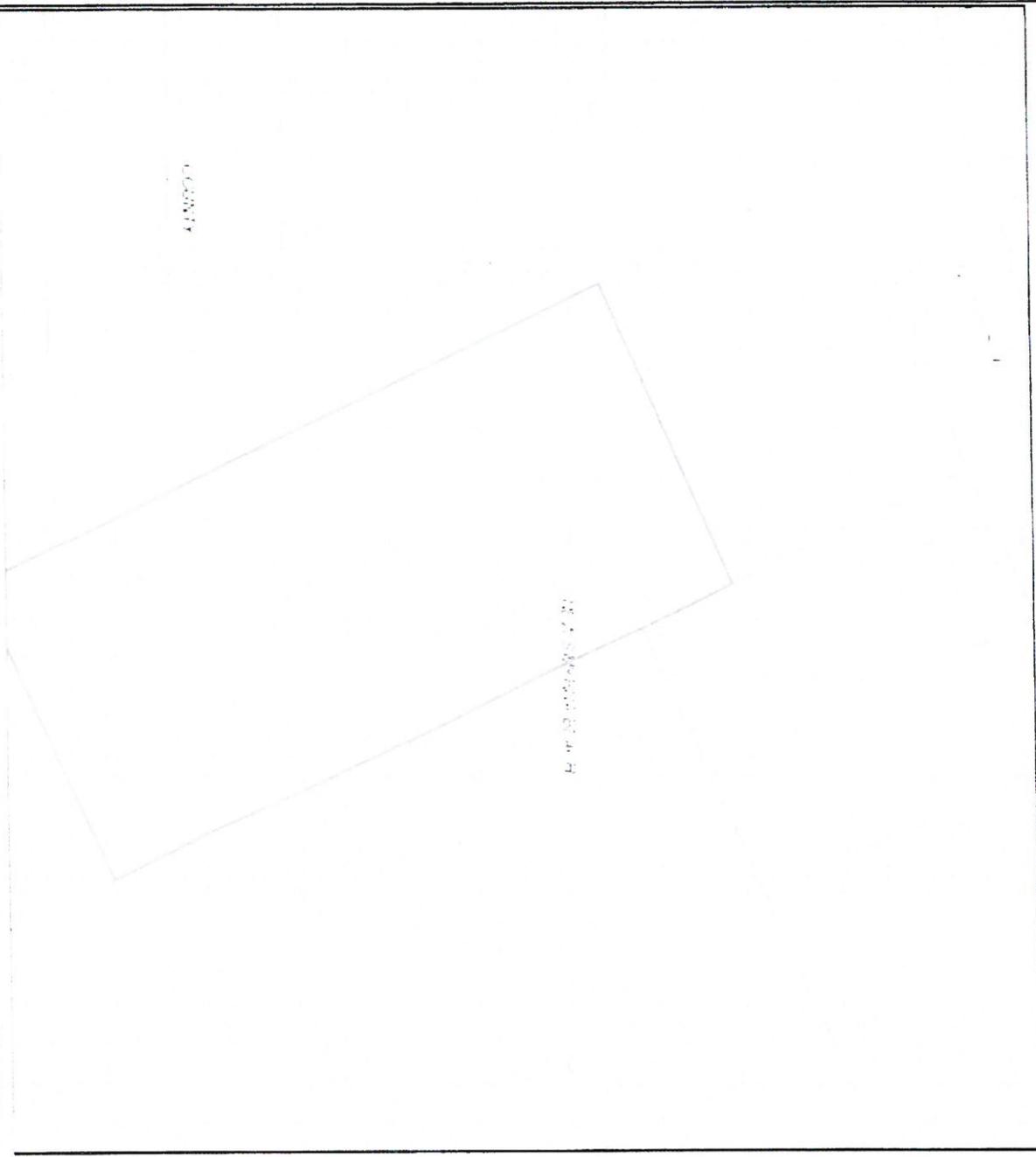
Parcel Notes (Click button below to display Parcel Notes)
[Display Notes](#)

Planning and Building

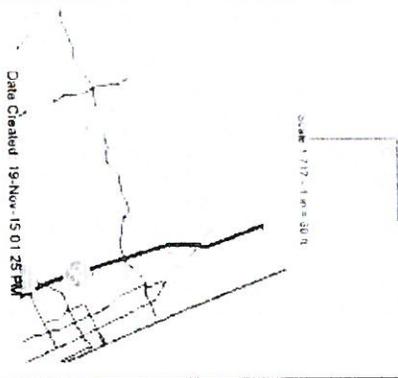
Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
Display Permits						

Total Values

Land Value	27,450	New Construction Value	0
Building Value	0	City Econ Dev/Historic	0
Miscellaneous	0		
Just Value	27,450	Previous Just Value	27,450
School Assessed	27,450	Previous School Assessed	27,450
Non-School Assessed	27,450	Previous Non-School Assessed	27,450
Exemption Value	27,450	Previous Exemption Value	27,450
Additional Exemption Value	0	Previous Additional Exemption Value	0
School Taxable	0	Previous School Taxable	0



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New Smyrna Beach donates former Mary Avenue fire station to Boys & Girls Club

By Kelly Faulkenham
Correspondent

Published: Saturday, November 21, 2015 at 5:30 a.m.

NEW SMYRNA BEACH – City officials recently donated the former city fire station at 813 Mary Ave. to the Oretha Bell/New Smyrna Beach Boys & Girls Club. During the ribbon-cutting ceremony, dignitaries from the organization and the community gathered to celebrate and recognize those who worked on the project.



"We have gone from being renters to owners," exclaimed Stan Dembkoski, the board president of the Boys & Girls Club of Volusia/Flagler.

News-Journal/Kelly Faulkenham
Stan Dembkoski, Darla Otey, Joe Sullivan and Neal Coats gather to celebrate the ribbon cutting of the newly acquired and refurbished Oretha Bell/New Smyrna Beach Boys & Girls Club.

The Allen Chapel AME Church of New Smyrna Beach allowed the club to use its facility so that services to club members and their families were not interrupted during the renovation work.

"The city also provided approximately \$12,000 for asbestos abatement," said Darla Otey, director of development for the Boys & Girls Club. "And community members, businesses and friends came together in a strong show of community effort for the united cause of our children and completely refurbished the building."

But perhaps the true depth of the appreciation is better expressed by the children this organization touches.

"It's educational," said 10-year-old Aja Williams. "We get help with our homework and learn how to read better."

For 9-year-old Izabelle Kostenbader, it includes the social aspect the club provides. "I get to meet new friends and have fun," she said with a wide grin.

"I like to hang out with my friends and get help with my homework, too," said Faith Darrisaw, 10. "I love coming here."

As a previous leader who is now an ESE teacher at Read-Patillo Elementary, Mike Rosen said the value of the Boys & Girls Club holds a special place in his heart and something he continues to advocate for. Full of excitement and energy, he explained, "This is where kids can come and be safe after school and during the summer. The club teaches them that they have value and that there are people who truly care about them. It also requires that they learn how to be respectful of others and their country along with putting those principles to work in their lives."

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Contract For Sale And Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

1* PARTIES: First Baptist Church New Smyrna Beach ("Seller"),
2* and City of New Smyrna Beach, Florida ("Buyer"),

3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5 I. DESCRIPTION:

6* (a) Legal description of the Real Property located in Volusia County, Florida: ALL BLK C & N
7* 25 FT OF LOT 7 & LOTS 8 14 15 BLK D SAMS ESTATE NEW SMYRNA PER OR 2081 PG 1290

9* (b) Street address, city, zip, of the Property: 214 Sams Avenue, New Smyrna Beach, Florida

10 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless
11 specifically excluded below.

12* Other items included are:

14* Items of Personal Property (and leased items, if any) excluded are:

16* II. PURCHASE PRICE (U.S. currency): \$ 600,000.00

17 PAYMENT:

18* (a) Deposit held in escrow by (Escrow Agent) in the amount of (checks subject to clearance) \$

19* (b) Additional escrow deposit to be made to Escrow Agent within days after Effective Date

20* (see Paragraph III) in the amount of. \$

21* (c) Financing (see Paragraph IV) in the amount of. \$

22* (d) Other \$

23 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
24* to adjustments or prorations \$ 600,000.00

25 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:

26 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
27* before, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. UNLESS OTH-
28 ERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE 2 DAYS FROM THE DATE THE COUN-
29 TEROFFER IS DELIVERED.

30 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
31 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
32 acceptance of this offer or, if applicable, the final counteroffer.

33 IV. FINANCING:

34* (a) This is a cash transaction with no contingencies for financing;

35* (b) This Contract is contingent on Buyer obtaining approval of a loan ("Loan Approval") within days (if blank, then 30 days) after
36* Effective Date ("Loan Approval Date") for (CHECK ONLY ONE): a fixed; an adjustable; or a fixed or adjustable rate loan, in the prin-
37* cipal amount of \$, at an initial interest rate not to exceed %, discount and origination fees not to exceed
38* % of principal amount, and for a term of years. Buyer will make application within days (if blank, then 5 days) after

39 Effective Date. Buyer shall use reasonable diligence to: obtain Loan Approval and notify Seller in writing of Loan Approval by Loan
40 Approval Date; satisfy terms and conditions of the Loan Approval; and close the loan. Loan Approval which requires a condition related to
41 the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. If Buyer
42 does not deliver written notice to Seller by Loan Approval Date stating Buyer has either obtained Loan Approval or waived this financing con-
43 tingency, then either party may cancel this Contract by delivering written notice ("Cancellation Notice") to the other, not later than seven (7)
44 days prior to Closing. Seller's Cancellation Notice must state that Buyer has three (3) days to deliver to Seller written notice waiving this
45 financing contingency. If Buyer has used due diligence and has not obtained Loan Approval before cancellation as provided above, Buyer
46 shall be refunded the deposit(s). Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction,
47 by Closing, of those conditions of Loan Approval related to the Property;

48* (c) Assumption of existing mortgage (see rider for terms); or

49* (d) Purchase money note and mortgage to Seller (see Standards B and K and riders; addenda; or special clauses for terms).

50* V. TITLE EVIDENCE: At least days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments
51 listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall
52 be obtained by:

53* (CHECK ONLY ONE): (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or

54* (2) Buyer at Buyer's expense.

55* (CHECK HERE): If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

56* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on 7/15/2016 ("Closing"), unless
57 modified by other provisions of this Contract. If Buyer is unable to obtain Hazard, Wind, Flood, or Homeowners' insurance at a reasonable rate
58 due to extreme weather conditions, Buyer may delay Closing for up to 5 days after such coverage becomes available.

59 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning,
60 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise

61 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record
62 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side
63 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see
64 addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for
65* **municipal** _____ purpose(s).

66 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
67 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F.
68 If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable
69 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

70 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed provisions
71 of this Contract in conflict with them.

72* **X. ASSIGNABILITY:** (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract; may
73* assign but not be released from liability under this Contract; or may not assign this Contract.

74 **XI. DISCLOSURES:**

75* (a) CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which
76* continue beyond Closing and, if so, specify who shall pay amounts due after Closing: Seller Buyer Other (see addendum).

77 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons
78 who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
79 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

80 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
81 regarding mold, Buyer should contact an appropriate professional.

82 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

83 (e) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

84 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

85 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE.**

87 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT
88 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP
89 OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.
90 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

91 **XII. MAXIMUM REPAIR COSTS:** Seller shall not be responsible for payments in excess of:

92* (a) \$ 0.00 for treatment and repair under Standard D (if blank, then 1.5% of the Purchase Price).

93* (b) \$ 0.00 for repair and replacement under Standard N not caused by Wood Destroying Organisms (if blank, then 1.5%
94 of the Purchase Price).

95* **XIII. HOME WARRANTY:** Seller Buyer N/A will pay for a home warranty plan issued by _____
96* at a cost not to exceed \$ _____.

97 **XIV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK** those riders which are applicable AND are attached to and made part of this Contract:

98* CONDOMINIUM VA/FHA HOMEOWNERS' ASSN. LEAD-BASED PAINT COASTAL CONSTRUCTION CONTROL LINE
99* INSULATION "AS IS" Other Comprehensive Rider Provisions Addenda

100* Special Clause(s): Contingent on City Commission Approval of this Contract.

101* Contingent on the City receiving ECHO Grant funds in an amount not less than \$300,000 by 7/1/16

102* _____

103* _____

104 **XV. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"):** Buyer and Seller acknowledge receipt of a copy of Standards A
105 through Y on the reverse side or attached, which are incorporated as part of this Contract.

106 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,**
107 **SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

108 THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

109 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a
110 particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining
111 positions of all interested persons.

112 AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

113* _____
114 (BUYER) _____ (DATE) _____ (SELLER) _____ (DATE)

115* _____
116 (BUYER) _____ (DATE) _____ (SELLER) _____ (DATE)

117* Buyers' address for purposes of notice 210 Sams Avenue Sellers' address for purposes of notice _____

118* New Smyrna Beach, FL 32168 _____

119* (386) 424-2115 Phone _____ Phone _____

120 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
121 this Contract:

122* Name: None _____ None _____

123 **Cooperating Brokers, if any** _____ **Listing Broker** _____

STANDARDS FOR REAL ESTATE TRANSACTIONS

124

125 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an
126 owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in
127 Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by
128 authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defect-
129 tive, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which
130 Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120
131 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to
132 so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within
133 the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby
134 releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior
135 to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

136 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a
137 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment
138 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept
139 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
140 standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage
141 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
142 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-
143 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the
144 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evi-
145 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

146 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified
147 by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, ease-
148 ments, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

149 **D. WOOD DESTROYING ORGANISMS:** "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be report-
150 ed under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator
151 ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences.
152 If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected
153 and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all
154 WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XII(a). If estimated costs exceed that amount, Buyer shall have the
155 option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and
156 receive a credit at Closing equal to the amount provided in Paragraph XII(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense,
157 have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller
158 in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof; provided, Seller's total
159 obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XII (a).

160 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
161 in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

162 **F. LEASES:** Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature
163 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-
164 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-
165 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written
166 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

167 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,
168 claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-
169 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction
170 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-
171 eral contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
172 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

173 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
174 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

175 **I. TIME:** In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided
176 for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

177 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases,
178 tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

179 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
180 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,
181 mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by
182 Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title evidence, title examination, and
183 closing fee (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

184 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
185 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be
186 increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance
187 rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current
188 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's mill-
189 age is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assess-
190 ment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing,
191 which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assess-
192 ment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into
193 account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

194 **M. SPECIAL ASSESSMENT LIENS:** Except as set forth in Paragraph XI(a), certified, confirmed and ratified special assessment liens imposed by public bod-
195 ies as of Closing are to be paid by Seller. Pending liens as of Closing shall be assumed by Buyer. If the improvement has been substantially completed as of
196 Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the last estimate
197 or assessment for the improvement by the public body.

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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

N. INSPECTION AND REPAIR: Seller warrants that the ceiling, roof (including the fascia and soffits), exterior and interior walls, foundation, and dockage of the Property do not have any visible evidence of leaks, water damage, or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If the Property is damaged by fire or other casualty before Closing and cost of restoration does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with either the 1.5% or any insurance proceeds payable by virtue of such loss or damage, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; FACSIMILE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. SELLER DISCLOSURE: There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

X. PROPERTY MAINTENANCE; PROPERTY ACCESS; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

Brangaccio, Pam

From: Bapp, Steven
Sent: Monday, January 04, 2016 9:32 AM
To: Brangaccio, Pam; Resheidat, Khalid; Fegley, Kyle
Subject: RE: check with County on schedule for completion of repair of Atlantic ave
Attachments: Focus Area A Ped_Bike Field Review Agenda 2016_02_11.pdf; SR A1A Pedestrian Safety Mobility Study Stakeholder Meeting 2015_09_28_full-page.pdf

Team,

We are doing a study in concert with the River to Sea TPO. This will involve a section of SR A1A from Peninsula Drive to 3rd Avenue. This segment was listed in the top 5 areas to study in the Volusia/Flagler SR A1A Corridor.

We will conduct this on February 11th and 12th, and the study will be a day/night on-the-ground assessment of conditions.

Attached is a more detailed schedule, and also an overview of the methodology of the multi-county project.

Steven E. Bapp
City Planner
386-410-2834
2650 N. Dixie Freeway
sbapp@cityofnsb.com

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* Please consider the negative environmental impacts associated with printing email *

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www.cityofnsb.com

From: Brangaccio, Pam
Sent: Wednesday, December 23, 2015 17:02
To: Resheidat, Khalid; Fegley, Kyle; Bapp, Steven
Subject: check with County on schedule for completion of repair of Atlantic ave

Commissioner Sachs is asking about the completion dates for the County's (maybe TPO funded) review of pedestrian improvements on Atlantic Ave...it's a county-wide study, hoping for more cross walks in NS.

*Pam Brangaccio, City Manager
City of New Smyrna Beach*



SR A1A Field Review Meeting Agenda

SR/CR A1A Pedestrian Safety & Mobility Study

Date:	February 11 th and 12 th , 2016	Project #: 13376.05
Meeting	TBD	
Location:	Start Time 10 AM	
Field Review	Focus Area A – SR A1A from Peninsula Drive to 3 rd Avenue (0.60 miles)	
Location:		

Day 1

1. Corridor Kick Off Meeting (10 – 12 PM)

- Goals of field review
- Historical crash review
- Law enforcement perspective on corridor
- Assign field review responsibilities

2. Lunch Break (12 – 1 PM)

- Location TBD

3. Drive Corridors (1 – 2 PM)

- Drive the study corridor, west to east then east to west
- Drive all signalized intersection approaches

4. Afternoon Field Review (2 – 5 PM)

- Split into two groups and walk north and south sides of corridor

5. Dinner Break (5 – 6:30 PM)

6. Nighttime Review (6:30 – 8 PM)

- Drive the study corridor, west to east then east to west
- Drive signalized intersection approaches and any high crash side street approaches
- Walk all signalized intersections

Day 2

1. Field Review Observations Meeting (9 AM – 12 PM)

- Discuss ped/bike conflict issues observed during field review
- Summarize and record observations by intersection and segment
- Discuss and record potential improvements/countermeasures