

Community Redevelopment Agency

210 Sams Avenue • New Smyrna Beach, Florida 32168 • (386) 424-2266 • Fax: (386) 409-4759

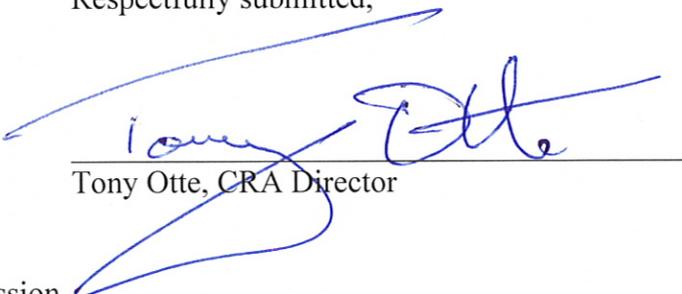
May 21, 2010

MEMORANDUM

Linda DeBorde, Chair
Steve Dennis, Vice Chair
James Kosmas
Doug Hodson
Charles Belote
Cynthia Lybrand
Thomas Williams

May this serve as your official notification of the **REGULAR MEETING** of the Community Redevelopment Agency to be held on **Wednesday, June 2nd, 2010 at 2:00 p.m.** The meeting will be held at the **City Commission Chamber, City Hall, 210 Sams Ave., New Smyrna Beach, FL 32168** to discuss the attached Agenda pursuant to Florida Statute 163 and Local Ordinance 23-85.

Respectfully submitted,



Tony Otte, CRA Director

cc: Mayor and City Commission
City Manager
City Attorney
CRA Funding Partners
Members of the Press
Flagler Merchants Assoc.
Canal Street Historic District
Public Notice

Attachment

**REGULAR MEETING AGENDA
COMMUNITY REDEVELOPMENT AGENCY
WEDNESDAY, JUNE 2, 2010 AT 2:00 P.M.,
CITY COMMISSION CHAMBERS, CITY HALL, 210 SAMS AVE.,
NEW SMYRNA BEACH, FLORIDA**

1. CALL TO ORDER

2. ROLL CALL

3. CONSENT AGENDA

- A. Approval of Minutes – Regular Meeting May 5, 2010
- B. Property Improvement Grant Application: 301 Flagler Ave – Jewelry of Joy
- C. Property Improvement Grant Change Order: 113. S. Orange Ave – Panheads Pizzeria
- D. Commercial Impact Fee Assistance Application: 203 Washington Street – United Church of Christ
- E. Esther Street Stormwater Engineering
- F. Mary Avenue Streetscape Project Phase I – 100% Construction Plans
- G. Mary Ave Streetscape Project Phase I – Archaeological requirements

4. PUBLIC PARTICIPATION

In accordance with the City Commission Resolution #11-89, a three-minute limitation will be imposed unless otherwise granted by the CRA Commissioners.

5. PRESENTATION:

- A. None

6. OLD BUSINESS

- A. Public Hearing on Sale of 207 and 215 Florida Ave Properties
- B. Consideration of the purchase and sale agreement for the CRA lots on Florida
- C. Budget Amendment: Recognition of Revenue and Encumbrance of funds for Hotel Incentives, contingent on contract approval by the City Commission and property purchase by the developer
- D. Discussion of Washington St Business Incubator project
- E. Brownfield Grant items:
 - a. Quality Assurance Program for Brownfield: contract with CTC
 - b. Site Specific Quality Assurance Program for 2 Foley Dry Cleaning properties with CTC
 - c. Site Specific Quality Assurance Program for three (3) Hall's Machine Shop properties with CTC
 - d. Two Phase One Environmental Studies: Foley Dry Cleaning, and Hall's Machine Shop

7. NEW BUSINESS

- A. Property Improvement Grant Application – 114 Flagler Ave – Gnarly Surf Bar
- B. Commercial Revitalization Grant Application – 114 Flagler Ave – Gnarly Surf Bar
- C. Property Improvement Grant Application – 110 Flagler Ave – Gnarly Surf Bar
- D. Discussion on the Canal Street Sound System
- E. An Exemption for Transportation Concurrency for the CRA area

8. REPORTS AND COMMUNICATIONS

- A. Director's Report
- B. Commissioner Report
- C. Tracking report
 - i. Train station
 - ii. Repair of lighted bollards on North Causeway
 - iii. Rusted tree grates on W. Canal
- D. Correspondence

9. ADJOURNMENT

Pursuant to Chapter 80-15 of the Florida Sessions Laws, if an individual decides to appeal any decision made with respect to any matter considered at a meeting or hearing, that individual will need to ensure that a verbatim record of the proceedings is made.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Board Secretary listed below prior to the meeting:

Claudia Soulie, CRA Administrative Assistant, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168, (386) 424-2265.

CONSENT AGENDA

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**MINUTES OF THE
CITY OF NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY
MEETING OF MAY 5, 2010
CITY HALL COMMISSION CHAMBERS,
210 SAMS AVE.
NEW SMYRNA BEACH, FLORIDA**

9 Chair Linda DeBorde called the CRA meeting to order at 2:00 p.m.

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Answering to roll call:

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**Linda DeBorde
Steve Dennis
James Kosmas
Cynthia Lybrand
Charles Belote
Doug Hodson**

20 Also present were CRA Director Tony Otte; CRA Project Manager Michelle Martin;
21 CRA Coordinator Noeleen Foster; Administrative Specialist Claudia Soulie and CRA
22 Attorney Mark Hall. Commissioner Thomas Williams arrived at 2:15 pm.

23
24 Ms. DeBorde thanked her fellow CRA Commissioners and others for their support and
25 prayers during her recent illness and continued recovery period.

26
27 Ms. DeBorde asked that everyone please silence their cell phones.
28

29
30

CONSENT AGENDA

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32

A. Approval of Minutes – Regular Meeting April 7, 2010

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**Mr. Dennis made the motion to approve the April 7, 2010 minutes as written,
seconded by Mr. Hodson. The motion carried on a roll call vote 6 – 0.**

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B. CRA Commercial Grant Application: 300 Flagler Ave. – Atlantis Bistro

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42

**Mr. Hodson made the motion to approve the CRA Commercial Grant Application
for 300 Flagler Ave. as part of the consent agenda in the amount of \$2,750.00;
seconded by Mr. Dennis. The motion carried on a roll call vote 6 – 0.**

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45

Ms. DeBorde stated she was very pleased that Mr. Otte had accepted the position of Executive CRA Director.

46 Ms. DeBorde welcomed former CRA Chair Mr. Alex Baetzman, Mayor Adam Barringer,
47 City Manager Pam Brangaccio and Assistant City Manager Khalid Resheidat to the
48 meeting.

49
50

PUBLIC PARTICIPATION

51 In accordance with the City Commission Resolution #11-89, a three-minute limitation will be
52 imposed unless otherwise granted by the CRA Commissioners.

53

54 Ms. Cindy Jones, Southern Trends at 334 Canal Street and President of the Canal Street
55 Historic District presented a petition to the CRA with seventy-five signatures from Canal
56 Street merchants and visitors, asking that all the speakers of the outside sound system on
57 Canal Street be kept on during the day, broadcasting the local radio station. Ms. Jones felt
58 that this petition was necessary as there seemed to be a difference of opinion between
59 some of the merchants about this subject.

60 Ms. DeBorde asked Mr. Otte to make this an agenda item for the June CRA agenda.

61 Hearing no further requests, Ms. DeBorde closed the public participation portion of the
62 meeting.

63
64

OLD BUSINESS

65

A. Purchase and Sale Agreement – CRA property at 207 and 215 Florida Ave.

66
67

68 Mr. Otte stated that he; CRA Attorney Mr. Hall; David Swentor, Premiere Development
69 and his Attorney, Glenn Storch have had several meetings pertaining to the Purchase/Sale
70 agreement for the CRA properties on Florida Ave. Mr. Otte summarized the points of
71 these discussions as follows:

72

73 a. The purchase price for the CRA property was assessed at \$500,000 and would be
74 due at closing.

75 b. Economic Incentives were to be provided by the CRA upon Certificate of
76 Occupancy and included up to \$86,500 for the relocation of electrical power to the
77 businesses east of the project; a proposed \$21,420 representing 50% of the value of
78 the utility easement required by the UC and \$325,000 representing one-half of the
79 project's impact fees. Furthermore, the Developer wants to recapture his \$325,000
80 for the impact fees from the tax increment funds (TIF) payments for this project.
81 Should any amount of TIF be left after the developer's reimbursement, the CRA
82 would be reimbursed that amount.

83

84 Mr. Otte continued that the TIF payment would be approximately \$150,000 per year and
85 that it was estimated to begin on November 2012. Mr. Otte cautioned that these
86 calculations were estimates only and were contingent upon the current CRA revenue
87 stream remaining unchanged and the hotel being listed on the tax roll on January 1, 2012.

88 Mr. Otte stated that, if these estimates were accurate, the CRA would be reimbursed
89 \$125,000 of its \$325,000 for impact fees from TIF funds. Mr. Otte continued that the

90 hotel developer shall reimburse the City for the current parking leases on the CRA
91 property in the amount of \$8,400.

92 Mr. Otte stated that prior to closing, the Developer had to provide:

93

- 94 • evidence that this was an approved project by the Hampton Hotel chain;
- 95 • a financing commitment and
- 96 • an executed sales agreement for the privately owned property at 214 Florida Ave.
97 this transaction could also occur simultaneously to the closing on the CRA
98 properties.

99

100 Mr. Belote inquired if staff would present the CRA a draft agreement with those
101 discussion points at the next CRA meeting. Mr. Hall agreed and stated that the City
102 Commission would then review the CRA's recommendations at the first City
103 Commission meeting in June. Mr. Hall stated that staff had published a legal ad as
104 required by State statute on April 29, 2010, giving thirty (30) day notice of the CRA's
105 intent to convey these properties.

106

107 Mr. Hall presented a topographical survey depicting the overhead electrical lines that
108 needed to be relocated and a boundary line survey, where he had highlighted all the
109 properties to be included in the hotel project.

110

111 Mr. Hall stated that public access to the CRA properties would be closed off once they
112 were sold and that the draft contract contemplated an early August closing. Mr. Hall
113 continued that the buyer had 180 days from receipt of entitlement by the City to get
114 started on the project. Mr. Hall stated that the repayment of the TIF needed to be
115 determined in more detail, as the CRA had a current sunset date of 2015.

116

117 Mr. Dennis asked for clarification on the TIF and the proposed incentives. Mr. Otte stated
118 that some of the impact fees were due at issuance of the building permit and others at
119 issuance of the Certificate of Occupancy (CO). Mr. Otte continued that one option
120 included the developer paying for all of the impact fees at the time of permitting and then
121 receiving a cash reimbursement from CRA at the time of CO for half of those impact
122 fees. Mr. Otte stated that the developer had asked to be able to recover their half of the
123 impact fees through TIF payments from the project, so in essence, the CRA would pay
124 for the entire impact fees (half cash/half TIF reimbursements). Mr. Hall stated that this
125 was a public policy discussion for the CRA to make and that staff was looking for
126 direction.

127

128 Mr. Belote inquired if the value of the Florida properties would be included in the TIF
129 calculation since they were not on the tax roll. Mr. Hall stated that this was his
130 understanding. A brief discussion ensued about the timeline for this project to make it on
131 the January 2012 tax roll and the possibility of any TIF remaining.

132

133 Mr. Belote asked about the developer acquiring an additional property in order to meet
134 the parking requirements per their franchise agreement and if this property had to be
135 rezoned. Mr. Hall stated that it was staff's understanding that this property had been
136 purchased and that the developer had several options for modifying their current siteplan.

137 Mr. Hall continued that staff had fashioned the parking reimbursement in such a way that
138 this issue would not effect the sale/purchase agreement and the developer only had to
139 provide proof of the franchise commitment. A brief discussion ensued about the yield of
140 parking spaces from the newly acquired property.

141
142 Ms. DeBorde stated that she would entertain a motion authorizing staff to create a draft
143 agreement with inclusion of these discussion points. Mr. Dennis commented on his
144 preferences pertaining to the proposed incentives and that he felt that the CRA's financial
145 contribution was a fair investment, given the economic impact this project would have on
146 the area. Mr. Otte asked for clarification of who should receive the TIF first. Mr. Dennis
147 felt that the developer should receive the TIF first and he stated that this would be the
148 appropriate step to take.

149
150 Mr. Glenn Storch, Attorney for the developer who had joined the meeting, pointed out
151 that the developer had worked very hard to reduce the risk to the City and the CRA by
152 making sure this would be a viable project.

153
154 Mr. Belote thought that the issues with the relocation of electrical lines and the UC
155 easement were taken into account at time of appraisal. Mr. Storch stated that, in his
156 understanding this was not the case, since the easement was not reflected in the public
157 records, as it was considered a prescriptive easement. Mr. Hall added that resolving this
158 issue could be considered a legal dispute and that all interested parties had come to a
159 mutually acceptable agreement to avoid lengthy court procedures.

160
161 Ms. Lybrand felt that it was the CRA's responsibility to ensure that the right
162 infrastructure was in place and did not object to these costs.

163
164 Mr. Williams inquired if the relocation of the utilities and placement of the required
165 transformer would be up to the developer. Mr. Storch stated that the UC dictated the
166 location and the need for an easement.

167
168 Mr. Kosmas was in favor of discounting the value of the property as an incentive and
169 questioned the incentive for half the cost of the UC easement that the CRA was asked to
170 approve, as he felt that this easement did not drastically impair the usability of the
171 property.

172
173 Mr. Kosmas inquired if this contract would be "as-is" or if the developer had a due-
174 diligence period. Mr. Hall stated that, if any, this would be a very short due-diligence
175 period, as the developer already had a final siteplan for this property. Mr. Storch stated
176 that the developer had already done extensive due-diligence.

177
178 A brief discussion ensued about the Florida Ave. parking lots possibly being used as a
179 staging area for construction material, etc. and about potential safety issues. Mr. Storch
180 stated that it was the developer's intention not to impact the residents/merchants in this
181 area adversely. Mr. Storch continued that the developer was open for discussion on
182 possibly leasing spaces on these lots, should a staging area not be necessary.

183

184 Mr. Kosmas stated that he had concerns with the funding/reimbursement schedule and
185 felt that it would be diligent to plan for the “worst-case” scenario, (e.g. that the hotel may
186 encounter construction delays and that the life of the CRA might not be extended past
187 2015), as all of this would affect the proposed TIF and how the CRA would be
188 reimbursed.

189
190 Mr. Belote inquired if the Franchise agreement was contingent upon getting approval for
191 the recently acquired parking lot. Mr. Storch stated that it was his understanding that the
192 Franchise agreement had already been obtained and that all conditions had been met,
193 except for the financing agreement, which was due to the CRA prior to the closing on the
194 Florida Ave. properties.

195
196 Ms. DeBorde felt that this public/private partnership was a great opportunity and that
197 small towns did not get such an opportunity often.

198
199 Mr. Dennis inquired if two (2) motions would be needed, as he felt that the sales price
200 and the incentives were two separate issues. Mr. Hall stated that this would be acceptable.

201
202 Mr. Storch felt that it may be necessary to have two (2) agreements, as any
203 obligations/incentives terminated at closing, if they were incorporated into the sales
204 contract. Mr. Hall stated that staff had fashioned the contract documents in such a way,
205 that this would not apply.

206
207 Mr. Kosmas stated that he would feel more confident if there would be two separate
208 agreements for clarity’s sake.

209
210 **Mr. Dennis made the motion instructing staff to draft a sales agreement in the**
211 **amount of \$500,000 for the properties at 207 and 215 Florida Ave. to the purchaser;**
212 **seconded by Mr. Hodson. The motion carried on roll-call vote 7-0.**

213
214 Mr. Hall clarified that the purchaser was David Swentor, as registered agent of HiHo,
215 LLC; a South Carolina Limited Liability Company, dba Premiere Development Group.

216
217 Mr. Dennis asked for clarification on the total amount of the incentives to be given to the
218 Developer. Mr. Hall stated that the Developer would receive a total cash benefit from the
219 CRA of \$432,903.00 at time of CO. Mr. Storch said that it was his understanding that
220 the CRA would assist by paying half of the impact fees and all of the proposed incentives
221 at time of CO and that the Developer would be allowed to recover their portion of the
222 impact fees they had paid at time of closing through the project’s TIF. Mr. Otte agreed
223 and added that, once the Developer had recovered their \$325,000 that any extra
224 TIF would go to the CRA.

225
226 A brief discussion ensued about the incentives being paid at Certificate of Occupancy
227 (CO) versus being deducted from the purchase price of the property and that this was a
228 security measure to ensure that the project would be completed in a timely manner.

229

230 **Mr. Dennis made the motion that the CRA provide the following incentives to the**
231 **Developer:**

232

233 a) **\$325,000, which is one half of the Developer's impact fees, to be paid at**
234 **issuance of Certificate of Occupancy**

235 b) **50% (\$21,420.00) of the land value of the utility easement and up to**
236 **\$86,503.00 for materials and labor for relocation of overhead electric**
237 **utilities to be paid at issuance of Certificate of Occupancy**

238 c) **and that the Developer will be reimbursed his \$325,000 out of the TIF**
239 **generated by this project, as long as it is available;**

240

241 **seconded by Mr. Hodson. The motion carried on roll-call vote 7-0.**

242

243 Mr. Kosmas asked if the TIF was capped. Mr. Storch agreed and stated that they were
244 still working on further reducing the impact fees.

245

246 Ms. DeBorde stated that she was happy to be part of such a comprehensive economic
247 development package.

248

249 Mr. Dennis asked if an agreement had been reached pertaining to the proposed parking
250 requirements. Mr. Storch stated that the parties agreed to the numbers overall.

251

252 **Mr. Dennis made the motion to propose a parking settlement to the Developer in the**
253 **amount of \$8,400, for the 24 spaces currently leased in the Florida Ave. lot at \$350**
254 **per space; seconded by Mr. Hodson. Motion carried on roll-call vote 7 – 0.**

255

256 Ms. DeBorde clarified that this parking settlement was for the obligated spaces in the
257 Florida Ave parking lot and that, by paying the \$8,400, the Developer will have met their
258 parking requirements per the City's Land Development Regulations. Mr. Hall and Mr.
259 Otte agreed.

260

261 Mr. Kosmas felt that it would be appropriate to publicly recognize that this project
262 received financial assistance from the CRA and other contributing funding partners. Mr.
263 Storch duly noted this suggestion and stated that he would also recommend to his client
264 to include the CRA in any ceremonies pertaining to this project.

265

266

267 **B. Flagler Ave. Boardwalk: Scope of work for project design**

268

269 Mr. Otte stated that the Flagler Ave. Boardwalk was a priority project in the CRA Master
270 Plan update and that one of the City's continuing engineering consultants had developed
271 a scope of services and fee estimate for the Flagler Ave. seawall, Boardwalk and parking
272 area. Mr. Otte continued that Mr. Khalid Resheidat, Asst. City Manager was present to
273 comment and answer any questions.

274

275 Mr. Resheidat stated that the City had secured four continuing consultant engineering
276 firms some time ago that could be called upon without a formal Request for

277 Qualifications (RFQ), as long as the consultant services fee did not exceed \$250,000 and
278 the construction cost was less than \$2 million. Mr. Resheidat mentioned that Volusia
279 County personnel would assist the City in reviewing designs and coming up with a
280 concept.

281

282 Mr. Resheidat summarized the proposed tasks as follows and stated that the total fee was
283 estimated at \$204,600:

284

- 285 1. Seawall Assessment and Design
- 286 2. Boardwalk & Breezeway Assessment and Restoration
- 287 3. Establish Annual Maintenance budget
- 288 4. Replace restroom and storage facilities
- 289 5. Parking Area upgrades and Utility design
- 290 6. Site Plan approval and permitting
- 291 7. Bidding services
- 292 8. Meetings and presentations
- 293 9. Allowances (Geotechnical, survey and printing)

294

295 Mr. Resheidat informed the CRA that item No. 7 would be handled in-house and that
296 staff was in the process of renegotiating some figures and having the proposal redrafted
297 slightly. Mr. Resheidat also mentioned the possibility of having the parking lot
298 reconfigured to collect parking fees.

299

300 Mr. Resheidat asked the CRA to review this proposal and to give their
301 recommendation/approval, so staff would be able to move forward and present an actual
302 contract to the City Commission at their May 11, 2010 meeting.

303

304 Mr. Otte mentioned that the 2010 CRA Plan update contained a rendering of what the
305 Flagler Boardwalk could look like and stated that it had been suggested to tailor any
306 proposal to be in line with the elements in the Plan update. Mr. Resheidat stated that staff
307 had provided this rendering to the engineering consultant.

308

309 Ms. DeBorde reminisced about the opening ceremony for the Flagler Boardwalk and that
310 everyone had been so proud of this structure. She felt that there should have been a better
311 maintenance program put in place to prevent this kind of deterioration and that she would
312 love to see it restored.

313

314 Mr. Resheidat stated that he had asked the consultant to put an annual maintenance
315 schedule with the relating budget in the proposal.

316

317 Mr. Kosmas stated that he was under the impression that the CRA would be allowed to
318 discuss restoration options for this project after the completion of the CRA Plan update.
319 Mr. Kosmas continued that he felt uncomfortable making a decision on the design of a
320 project where public input should be requested, as the Public may have a different view
321 on what should be restored or replaced, affecting the draft proposal.

322

323 A brief discussion ensued about the prior repair/improvements history of the Flagler Ave
324 Boardwalk and that Mr. Resheidat had been asked to take over this project.
325

326 Mr. Williams stated that he was not opposed to performing “touch up” maintenance on
327 the structure to beautify it for a nominal amount in the interim; however, he felt that the
328 CRA had been waiting for the completion of the Master Plan to discuss what design
329 options were available. Mr. Williams continued that he was not comfortable with all
330 these tasks being lumped into this scope of services and commented on his preferences
331 for a possible redesign of the Boardwalk. Mr. Williams stated that he was in favor of
332 having the seawall assessed and redesigned first, before focusing on any other task.
333

334 Ms. Lybrand stated that the CRA Commissioners’ prior (and current) concerns pertained
335 to determining the condition of seawall and once this had been accomplished, the CRA
336 could make a decision on how to proceed with the design of the Boardwalk.
337

338 Mr. Resheidat asked for direction on the forum for the proposed public meeting.
339

340 Mr. Belote stated that he was reluctant to spend money on rehabbing a structure that may
341 have to be (re)moved in order to repair the seawall.
342

343 Ms. DeBorde questioned the need for getting public input in order to maintain a City
344 structure.
345

346 Mr. Kosmas stated that times, ideas and regulations change and that the CRA should
347 adapt and move forward.
348

349 Mr. Dennis inquired about the order of completion for the proposed tasks. Mr. Resheidat
350 stated that this proposal was to be reviewed as a whole; however, each task could be
351 prioritized individually.
352

353 A brief discussion ensued about what type of meetings should be held and with whom, in
354 order to make this process more efficient and time effective.
355

356 **Mr. Dennis made the motion to authorize an amount up to \$204,600 for the Scope of**
357 **Services for this project; seconded by Mr. Hodson. Motion failed on roll-call vote 2 –**
358 **5 with Commissioners Kosmas, Hodson, Lybrand, Williams and Belote casting the**
359 **dissenting votes.**
360

361 Mr. Williams suggested the CRA approve the seawall assessment/design and maybe
362 move forward with the parking area upgrades and utility design as well as the site plan
363 approval and permitting to get an overall idea on what to do with the Park area. He felt
364 that the other design items, like the breezeway and restroom design would fall into place.
365

366 **Mr. Williams made the motion to authorize an amount up to \$50,000 for the**
367 **assessment and design of the Flagler Boardwalk seawall; seconded by Ms. Lybrand;**
368 **Motion carried on roll-call vote 6 – 1 with Chair DeBorde casting the dissenting**
369 **votes.**

370

371 Mr. Otte clarified that no meeting would be scheduled until the assessment and design for
372 the Flagler Boardwalk seawall had been completed. Mr. Belote would like to see this
373 item on a future CRA agenda, which would give the Public a chance to attend. Mr.
374 Williams was in favor of getting input from the City Commission.

375

376 A brief discussion ensued about the protocol on getting comments/directions from the
377 City Commission.

378

379 **Discussion of restoration of Passenger Rail service and what the CRA can do**

380

381 Mr. Otte stated that Flare Elliott and Jay Pendergast, local business owners, were present
382 to update the CRA pertaining to the restoration of passenger rail to New Smyrna Beach.

383

384 Flare Elliott, 421 Canal Street and contact person for the Coalition (comprised of
385 representatives from local governments, Florida East Coast Regional Planning Council,
386 FDOT, Rail America and Amtrak) gave a brief summary on the history of the rail service
387 in New Smyrna Beach and the efforts to restore passenger rail. Ms. Elliott clarified that,
388 contrary to what some may believe, each City could choose the location for a train
389 station, however, those Cities also had to prove why it would be worthwhile for Amtrak
390 to stop at those stations. Ms. Elliott continued that several different funding packages had
391 been presented over the years, but that funding did not get approved. However, the
392 people stayed committed and with the recent wave of federal stimulus funding, they were
393 looking to repackage this project to include high-speed rail. The new funding would
394 require a 20% match from each City and that the deadline to apply was mid July. Ms.
395 Elliott stated that in order to qualify, a project had to be shovel-ready and that the
396 Coalition was putting together several workshops in the participating Cities and all
397 interested parties were strongly encouraged to attend. Ms. Elliott asked for support in
398 lobbying all the key legislators about resolving the Amtrak Liability and Indemnification
399 Issues, as local governments really did not have any control over this. Ms. Elliott stated
400 that she had an email from the Coalition on this subject that she would be happy to
401 forward. Ms. Elliott explained that, in order to get a station stop, New Smyrna had to
402 include a station plan in their Land Development Regulations (LDR) and create a
403 marketing plan, proving to Amtrak why New Smyrna would be a lucrative place to stop
404 the train. Ms. Elliott stated that the City Commission and staff had already taken steps to
405 accomplish these tasks.

406

407 Ms. Elliott thanked the CRA for their continued support and stated that all of this
408 information was available on Facebook. Ms. Elliott asked everyone to join Facebook as a
409 Fan, as they were hoping to increase the "Fan base" to 1000 people.

410

411 Ms. DeBorde thanked Ms. Elliott for all her work and inquired about the FEC's
412 commitment to be part of this project. Ms. Elliott clarified that Rail America, who owned
413 FEC, was listed as the member of the Coalition, but that FEC representatives were the
414 ones in attendance. Ms. Elliott continued that FEC was very supportive of the project.

415

416 Mr. Williams suggested having this project reflected in the CRA Master Plan update to
417 show the CRA's support and gave his input on logistics involved in creating a train
418 station. Mr. Williams asked for a consensus of support from the CRA, as this could have
419 a very positive impact on New Smyrna's economy.

420
421 Mr. Jay Pendergast, Architect stated that he had done some research on the exact location
422 and style of the original train station in New Smyrna Beach, which was located on Lytle
423 Ave. Mr. Pendergast stated that the proposed location for the new station was the FEC
424 property on Canal Street and continued that it was imperative to get the property owner
425 on board with appropriate incentives to entice a public/private partnership. Mr.
426 Pendergast suggested tying together all modes of transportation and working out of one
427 intermodal area in the City.

428
429 Mr. Kosmas inquired if alternate locations had been considered. A brief discussion
430 ensued about finding the best station location that would be able to adapt to future
431 progress and change.

432
433 **C. Review of AECOM's (fka Glatting Jackson) Parking Study**

434
435 Mr. Otte suggested that this item be postponed, due to the length of the meeting.

436
437 **D. Review of Project Task Description for the Dunn Property**

438
439 Mr. Otte stated that staff was asking for approval of the following proposals, however
440 staff would like to increase the dollar amount of proposal number 3 to up to \$5,000, due
441 to some additional testing necessary for landscaping purposes:

- 442
- 443 1. Southeastern Archaeological Phase I Cultural Resource Survey - bid proposal in
444 the amount of \$9,200.
 - 445
 - 446 2. Kimley Horn bid preparation and demolition oversight - bid proposal in the
447 amount of \$6,200.
 - 448
 - 449 3. Kimley-Horn bid proposal to collect and analyze soil samples on the S.W. corner
450 of U.S. 1 and Canal St. and provide data regarding the presence of hazardous
451 materials. If hazardous materials are confirmed - remediation recommendations
452 will be provided in the amount of \$2,375.
 - 453
 - 454 4. Kimley-Horn bid proposal for site assessment, preparation of interim source
455 (arsenic) removal plan, oversight of source (arsenic) removal by FDEP, project
456 management and reporting provided in the amount of \$15,550 under the EPA
457 Brownfield Assessment Grant.
 - 458

459 **Mr. Williams made the motion to approve the proposals based on staff's**
460 **recommendations and to increase the amount of proposal number 3 to an amount**
461 **up to \$5,000, seconded by Mr. Dennis. The motion carried on a roll call vote 7 – 0.**
462

463 Mr. Kosmas asked for clarification on why assessments on the southwest side were
464 needed. Mr. Otte stated that he had conferred with the City Attorney.
465

466 A brief discussion ensued about the potential of contaminated soil in an area proposed for
467 a landscape buffer, the disposal requirements as well as the possibility of being able to
468 determine the source of the contamination.
469

470 **NEW BUSINESS**

471 **A. CRA Commercial Grant Applications 207 S. Atlantic Ave – Flagler**
472 **Dunes Parking Lot**
473

474 Mr. Otte stated that the CRA had previously approved \$58,000 in CRA funds to create
475 parking spaces at the Flagler Dunes parking lot. This was done as part of a public/private
476 agreement to lease parking spaces back to the CRA at \$500 per space until the advance
477 had been expended. Mr. Otte continued that staff had learned that the cost of construction
478 had increased and staff felt that this was an approvable expense. Mr. Otte suggested
479 adding an additional \$10,000 to the previously approved amount and adjusting the draft
480 agreement accordingly.
481

482 Mr. Williams stated that he was representing the owners, who were not able to attend the
483 meeting and that he would abstain from voting on this topic (see attached FORM 8B
484 MEMORANDUM OF VOTING CONFLICT).
485

486 **Mr. Belote made the motion to add the \$10,000 to the previous \$58,000 and to**
487 **amortize this amount over a longer period of time, seconded by Ms. Lybrand. The**
488 **motion carried on a roll call vote 7 – 0.**
489

490 Mr. Otte clarified that the motion was to authorize staff to amend the lease agreement
491 versus approving the Commercial Grant application. Mr. Belote agreed.
492

493 A discussion ensued about the total construction cost, how the CRA was being
494 reimbursed and a construction timeline.
495

496
497 **B. Amendment to the Grants & Aids Program**
498

499 Mr. Otte stated that staff was asking for approval to revise the current Grants and Aids
500 Guidelines as follows:
501

- 502 1. special Event Insurance as an allowable expense with Grants and Aids funding;
503 2. allow an additional three years of Grants and Aids Program support if the event is
504 substantially expanded (to be determined by the CRA on a case by case basis).
505

506 Mr. Kosmas was in favor of being clearer on the verbiage for revision 2 by stating that
507 the extension would be a one-time additional three (3) year extension.
508

509 Mr. Dennis felt that the CRA could aid merchants to attract lucrative events by funding
510 the event insurance and a brief discussion ensued about the legalities of the CRA paying
511 for the insurance versus including it in the Grants and Aids programs and concerns with a
512 blanket insurance policy, where applicants may not be clearly identified.

513
514 Adele Aletti, Flagler Merchants Association President, stated that she sends a list of all
515 their yearly events to her insurance company and they provide her with an annual
516 payment figure. Ms. Aletti continued that this was being funded by the merchant
517 member dues.

518
519 Mr. Williams preferred that the events coordinators of each organization secured their
520 own event insurance and to make this cost a reimbursable expense through the Grants and
521 Aids Program.

522
523 Cindy Jones, President of the Canal Street Historic District stated that their merchant
524 group was planning to apply for a blanket policy, but that at present the group only had
525 limited events, this was why they were hoping to have the insurance requirements as a
526 reimbursable expense through the Grants and Aids program.

527
528 **Mr. Williams made the motion to authorize the proposed revisions to the Grants**
529 **and Aids Guidelines to specifically include Event Insurance as an allowable expense**
530 **and to allow a one-time three (3) year extension, should the event have substantially**
531 **expanded; seconded by Mr. Belote; Motion carried on roll-call vote 7 – 0.**

532

533

534 **C. Review of Esther Street Beachfront Park Conceptual Plan**

535

536 Mr. Otte asked Gail Henrikson, Planning Manager, to address the CRA. Ms Henrikson
537 presented the CRA with two (2) versions of a concept plan for the Esther Street Park,
538 depicting concepts with and without the use of a private easement. Ms. Henrikson stated
539 that she was looking for the CRA to recommend which of the two plans they would like
540 staff to forward to the City Commission for approval. Ms. Henrikson commented on the
541 additions made to the original plan.

542

543 A brief discussion ensued about the differences between the two concepts with all their
544 pros and cons.

545

546 Mr. Williams stated that he would prefer concept plan no. 2.

547

548 Mr. Paul Gephart, Windsand Condominiums on Atlantic Ave. asked for clarification of
549 the differences between the two concepts. Ms. Henrikson stated that concept no 1 had
550 traffic entering/exiting the park on Esther Street and concept no 2 had one lane going into
551 the park on Esther and exiting through the parking lot onto N. Atlantic Ave, as well as
552 allowing for eight more parking spaces.

553

554 Ms. Sandra Karr, Windsand Condominiums inquired if steps to the beach were proposed,
555 which Ms. Henrikson confirmed.

556

557 Mr. Otte stated that he was in favor of concept plan No. 2, as no easement would be
558 required, thus eliminating possible litigation costs. Ms. Henrikson stated that
559 implementation of either plan would bring additional costs, and that the Planning staff
560 was in favor of concept plan # 1, feeling it would have less impact on the surrounding
561 neighbors.

562

563 Some CRA Commissioners felt uncomfortable with making a recommendation and a
564 brief discussion ensued about how best to handle this topic, as this was mainly a City
565 project.

566

567 **Mr. Belote made the motion that the CRA would accept the City Commission's**
568 **decision on which plan to implement; seconded by Mr. Hodson. Motion carried on**
569 **roll call vote 6 – 1, with Ms. Lybrand casting the dissenting vote.**

570

571

572 **D. Discussion of concepts for new business incentive programs**

573

574 Mr. Otte suggested that this item be postponed, due to the length of the meeting.

575

576

577 **REPORTS AND COMMUNICATIONS**

578

579 **A. Director's Report**

580

581 Mr. Otte suggested that this item be postponed, due to the length of the meeting.

582

583

584 **B. CRA Attorney's Report**

585

586 Mr. Hall stated that the SEVHD had submitted a check to the City/CRA in the amount of
587 \$787,421 pertaining to the recent dispute between the City and the SEVHD about their
588 required CRA Trust fund contributions. Mr. Hall continued that this was only a principal
589 amount without any penalties or interest and that he and the City Attorney recommended
590 the City/CRA waive the penalties and interest.

591

592 Ms. DeBorde inquired about the total dollar figure for the penalties and interest to be
593 waived. Mr. Hall stated that the penalties were \$39,371.05 and the interest \$31,496.84
594 and clarified that the City/CRA had the capacity to waive those amounts per the amended
595 statutes.

596

597 Ms. DeBorde stated that she felt that this money should be paid.

598

599 **Ms. Lybrand made the motion to accept the CRA/City council's recommendation**
600 **that the settlement with the Hospital was appropriate as received, seconded by Mr.**
601 **Kosmas. Motion carried on roll call vote 7-0.**

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Mr. Otte stated that he was in favor of concept plan No. 2, as no easement would be required, thus eliminating possible litigation costs. Ms. Henrikson stated that implementation of either plan would bring additional costs, and that the Planning staff was in favor of concept plan # 1, feeling it would have less impact on the surrounding neighbors.

Some CRA Commissioners felt uncomfortable with making a recommendation and a brief discussion ensued about how best to handle this topic, as this was mainly a City project.

Mr. Belote made the motion that the CRA would accept the City Commission’s decision on which plan to implement; seconded by Mr. Hodson. Motion carried on roll call vote 6 – 1, with Ms. Lybrand casting the dissenting vote.

D. Discussion of concepts for new business incentive programs

Mr. Otte suggested that this item be postponed, due to the length of the meeting.

REPORTS AND COMMUNICATIONS

A. Director’s Report

Mr. Otte suggested that this item be postponed, due to the length of the meeting.

B. CRA Attorney’s Report

Mr. Hall stated that the SEVHD had submitted a check to the City/CRA in the amount of \$787,421 pertaining to the recent dispute between the City and the SEVHD about their required CRA Trust fund contributions. Mr. Hall continued that this was only a principal amount without any penalties or interest and that he and the City Attorney recommended the City/CRA waive the penalties and interest.

Ms. DeBorde inquired about the total dollar figure for the penalties and interest to be waived. Mr. Hall stated that the penalties were \$39,371.05 and the interest \$31,496.84 and clarified that the City/CRA had the capacity to waive those amounts per the amended statutes.

Ms. DeBorde stated that she felt that this money should be paid.

Ms. Lybrand made the motion to accept the CRA/City council’s recommendation that the settlement with the Hospital was appropriate as received, seconded by Mr. Kosmas. Motion carried on roll call vote 7-0.

602 Mr. Williams hoped that the CRA's relinquishing of the penalties would be viewed as a
603 good faith act.

604

605 Mr. Hall stated that he had also received correspondence from Mr. Bob Williams,
606 President and CEO of SEVHD, requesting that the Hospital be exempt from contributing
607 to the CRA Trust fund. Mr. Hall stated that the City/CRA counsel was now in a 120 day
608 response period.

609

610 Ms. Kosmas stated that he was very surprised that the Hospital had withheld their 2009
611 TIF payment and felt that it needed to be clearly stated that the 2010 Master Plan update
612 recognized the Hospital as a major contributor/partner and that a percentage of the CRA
613 budget had been committed to improving the hospital district. Mr. Kosmas wanted to
614 create an atmosphere of cooperation so that everybody could move forward as partners in
615 bringing this community to its greatest potential.

616

617 Ms. Lybrand felt it might be wise to investigate how much money the Hospital would be
618 contributing until the CRA sunsets and weigh that against the dollar amount that the CRA
619 was planning to invest for improvements in the Hospital district. Mr. Lybrand continued
620 that this may determine if the CRA should let the Hospital keep their contributions and
621 invest them the way they saw fit.

622

623 Mr. Hodson inquired about the SEVHD's intention on having a seat on the CRA Board.
624 Mr. Hall stated that this option was currently being discussed and a brief discussion
625 ensued about adding an additional seat, having to keep an odd number of seats and if this
626 had to be approved by the City as well as the County, based on the County's new
627 resolution.

628

629 **C. Commissioner Report**

630

631 Mr. Belote inquired about the status of the replacement of the bollard lights on the N.
632 Causeway. Mr. Otte stated that they were ordered and that he would provide Mr. Belote
633 with a more specific date.

634

635 Mr. Otte informed the CRA that a meeting had been scheduled with the original steering
636 committee for the current CRA Master Plan update. The meeting would be held on May
637 6, 2010, 5:30 pm at the Brannon Center.

638

639 Ms. DeBorde thanked her fellow Commissioners for assisting her in completing this
640 agenda.

641

642 **D. Correspondence** - Response letter from the office of the Governor pertaining
643 to the FEC/Amtrak Passenger Rail Service Support Letter.

644 No comments.

645

646 **ADJOURNMENT**

647

648 **A motion was made to adjourn; all agreed. Meeting adjourned at 4:02 pm.**

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS	
LAST NAME—FIRST NAME—MIDDLE NAME <i>Williams, Thomas C</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>CRA</i>
MAILING ADDRESS <i>206 Live Oak St.</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY <i>New Smyrna Bch</i> COUNTY <i>FL</i>	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED <i>05-05-2010</i>	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTEE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Thomas C. Vetter, hereby disclose that on 05/05, 2010:

(a) A measure came or will come before my agency which (check one)

inured to my special private gain or loss;

inured to the special gain or loss of my business associate, _____;

inured to the special gain or loss of my relative, _____;

inured to the special gain or loss of Flyler Dunes LLC, by whom I am retained; or

inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

05/05/2010
Date Filed

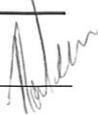
Thomas C. Vetter
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

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

SUBJECT: 301 Flagler Avenue – Property Improvement Grant Application –
Jewelry of Joy”

AUTHORIZED BY: Tony Otte

CONTACT: Noeleen Foster 

AGENDA DATE: June 2, 2010

REGULAR

CONSENT

MOTION/RECOMMENDATION:

Approve the CRA Property Improvement Grant Application for 301 Flagler Avenue in the amount of \$5,000 and add to the program description that work may not begin until the application is submitted and approved.

BACKGROUND:

There was a misunderstanding regarding the approval process for 301 Flagler Avenue grant application. The grant applicant Ms. Joy Badders downloaded the Property Improvement Grant Guidelines and Application from the City web site and called the CRA office for further information. From that conversation she thought she needed to complete the façade work on her business and then submit the application (she does not remember who she talked to). As a result Ms. Badders is requesting the CRA Board consider her application even though the work has already been completed.

Please review the following Property Improvement Grant Guidelines on page 6 under Application Procedures and Guidelines that pertain to this issue.

- VI. The applicant shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the Grant Approval.
- VII. Any and all unforeseen changes in the scope of work that may arise during the renovation process must be approved prior to any work initiated or completed.
- IX. Requests for reimbursement of project costs shall be viewed as a single, completed package. Costs not included in either the approved

renovation plan or an approved Change Order shall not be considered for reimbursement.

As a result of this misinterpretation of the grant process approval staff has inserted further language into the Property Improvement Grant guidelines (please see highlighted sentence on page 2 in the attached guidelines) and on the actual application to avoid any further misunderstandings.

Staff believes this applicant tried to comply with the application process and is sensitive to the resulting economic impact however concerns have been raised regarding the precedent of allowing an application to be approved after the work has been completed. Staff believes that the addition of new language in the program description will avoid the perception of creating a precedent. With this in mind staff has reviewed and ranked the 301 Flagler Avenue application for the CRA Board's consideration.

The CRA Property Improvement Grant Application for 310 Flagler Avenue received 17 points on the funding evaluation and would qualify for a grant if the CRA Board agrees to waive the application being submitted for CRA Board approval after the work has been completed.

This project included:

1. Window replacement with impact resistant glass
2. Seal window leaks.

FISCAL IMPACT:

The Property Improvement Grant Fund currently has \$19,859.50 available. If this grant application in the amount of \$5,000 is approved by the CRA Board there would be \$14,859.50.

OTHER OPTIONS:

Do not consider for approval.

CITY OF NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

APPLICATION FORM

PROPERTY IMPROVEMENT GRANT PROGRAM

NAME: Jewelry Of Joy / Joy Baddeers

PROPERTY ADDRESS: 301 Flagler Ave #1, NSB, FL 32169

TELEPHONE: 386-424-6240 (DAY) 386-427-5784 (EVENING)

TYPE OF IMPROVEMENT PLANNED:

New windows, the previous leaked.

Exterior Painting _____ Landscape _____ Electrical _____

Signage _____ Awning _____ Parking Area _____ Other _____

PROJECT PROPOSAL ON IMPROVEMENTS

The following information must be included with the application.

1. **Summary** of the scope of work to be performed.
2. **Color photographs** clearly showing existing condition of the facade, neighboring buildings, and rear entrances. If applicable, historic photographs and photos of existing parking areas should also be included.
3. **Sketch plans and specifications** detailing the scope of work.
4. **Samples** of all paint colors and awning materials to be used on the building and signage.

ESTIMATED TOTAL COST OF PROPOSED IMPROVEMENTS: \$ 10,989.⁰⁰

ESTIMATED AMOUNT OF GRANT ASSISTANCE REQUESTED: \$ 5,000.⁰⁰

I UNDERSTAND THAT IN ORDER FOR MY REQUEST FOR GRANT FUNDING TO BE APPROVED, I MUST AGREE TO THE FOLLOWING CONDITIONS:

1. **To follow the design** recommendations as approved by the Community Redevelopment Agency.
2. **To adhere** to the Application Procedures and Guidelines and the Grant Agreement as specified.
3. **That I shall incur** all initial project costs and receive **reimbursement** only after:
 - ✓ A. All improvements have been **completed**.
 - ✓ B. **Final Inspection** of the improvements is approved.
 - ✓ C. **Proof of Payment** for project costs have been received.
4. Additional improvements or changes not approved will not be funded.

I ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE DESIGN GUIDELINES, THE COMMUNITY REDEVELOPMENT PROPERTY IMPROVEMENT GRANT PROGRAM PROCEDURES AND THE C.R..I.G.P. GRANT AGREEMENT.



APPLICANT SIGNATURE

5/5/2010

DATE

301 Flagler Avenue

Funding Evaluation

Did the Applicant attend pre-application conference: Yes No

Does the proposed project substantially comply with the guidelines Yes No

REVIEW FOR FUNDING (26 POINTS POSSIBLE)
(15 POINTS MINIMUM REQUIRED)

Circle a Score
for each category

Compliance with guidelines:

Project substantially meets guidelines
No character defining features are inappropriately altered: ----- 3 points

Location:

A corner building on Flagler, or Canal Street must do all façade visible
to receive credit: ----- 5 points
Located on Canal St, Flagler Ave., N. Causeway or Third Ave.: ----- 4 points
Other Locations in Grant Area : ----- 3 points

Overall Impact/Improvement:

Condition improves from poor to excellent: ----- 5 points
Condition improves from poor to good: ----- 4 points
Condition improves from good to excellent: ----- 3 points
Condition improves from average to excellent ----- 3 points
Condition improves from average to good ----- 2 points

Quality of Work Proposed:

Special treatment (removing "slipcover façade", rebuilding
original character-defining features, substantial structural
renovation, significant landscape improvement, etc.) ----- 7 points
Overall high quality: ----- 3 points

Present use:

Commercial/Office: ----- 3 points
Current Vacant/reuse: ----- 3 points
New INFILL Construction on Flagler Ave. or Canal St. ----- 4 points

Bonus Points:

Special significance – historically or architecturally
Important, now or in the past, to the community: ----- 2 points

Total 17

BUILDING CONTRACT

This Lump Sum Contract entered into this 1st day of March 2010, by and between Gregg and Joy Badders hereinafter called Occupant, 301 Flagler Ave, New Smyrna Beach, Florida 32169, and Palmetto Building and Consulting Inc. of 2848 Turnbull Estates Dr, New Smyrna Beach, Florida 32168 hereinafter called the Contractor.

WITNESSETH, that the Occupant and the Contractor, for the consideration hereinafter named, agree as follow:

I. Scope of Work: The Contractor shall furnish all of the materials, except those identified on the plans as being provided by others, and perform all of the work necessary for the renovation. And which materials and work are shown on the drawings attached thereon and made a part hereof, and shall do everything required by this contract, the specifications, the plans, and according to all applicable building codes. Contractor does reserve the right to alter work scope for structural, or liability reasons. Contractor is not responsible for subsurface failure under or near contracted building and site. Testing and costs associated with subsurface corrections, hazardous waste, environmental pollution and the like are to be assumed by Occupant as well as the removal and/or repair of subsurface obstacles, rubble, drainage pipe, utility lines, etc.

II. Time of Completion. The work to be performed under this contract shall be commenced within ten days of receiving permit and windows and shall be substantially completed three business days thereafter barring any situation beyond control of the Contractor, such as change orders, strikes, material or subcontractor delays or non-availability, or adverse weather. Adverse weather is defined as those days in which rain, wind, lightning, flooding, cold or the eminent threat of a natural occurrence such as tornado, tropical storm, hurricane or the like prevent workers from conducting their trade and in which that time lost shall be added to the stipulated completion date.

III. Contract Sum. The Occupant shall pay the Contractor for the performance of the Contract, subject to additions and deductions agreed to in writing; as well as for changes and associated costs resulting from requirements by local and other building and regulatory departments. Contractor shall endeavor to hold prices during the contract period; however, increases in prices beyond the Contractor's control will be billed to the Occupant. Prices provided in the contract are defined as monetary amounts in consideration of specified work scope items and include tax, delivery and installation unless otherwise disclosed. The contract sum in the amount of \$10,989.00 is due in full upon final inspection of the work.



Occupant Signature and date



Contractor signature and date

OLD WINDOWS,



Foster, Noeleen

From: Randy McHenry [mchenry1037@yahoo.com]
Sent: Tuesday, May 25, 2010 9:52 AM
To: Foster, Noeleen
Subject: Badders Project

To Whom it May Concern:
Re: 301 Flagler Ave, Jewelry of Joy
From: Property owners, McHenry Living Trust, Randy and Sharon McHenry, trustees

Joy and Gregg Badders have our express permission to make the changes requested, to the property at 301 Flagler Ave., which they currently lease from us.

Thank you for considering their request.

Sharon McHenry, Trustee

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

SUBJECT: 113 S. Orange Street – Property Improvement Grant Change Order Request –
Panheads Pizzeria

AUTHORIZED BY: Tony Otte

CONTACT: Noeleen Foster 

AGENDA DATE: June 2, 2010

REGULAR

CONSENT

MOTION/RECOMMENDATION:

Approve the CRA Property Improvement Grant Change Order Request.

BACKGROUND:

The original CRA Property Improvement Grant Application for 113 S. Orange St. received 17 points on the funding evaluation. The funding evaluation remains the same if the proposed change occurs and would continue to qualify for a grant.

The approved project originally included:

1. Signage – A 2' x 10' block sign printed & mounted on MBO board - located on the North side of the structure
2. Lighting – 6 lights mounted around the top of the structure
3. Awning – Remove and replace with a black awning and white letters
4. Screening – White vinyl fence screening to hide utility area

The applicant has requested (please see attached) the screening (#4) be replaced with exterior painting of the same color.

FISCAL IMPACT:

The Property Improvement Grant Fund was approved at the February 2010 meeting in the amount of \$2,847.50. The applicant is not requesting a change in the amount.

OTHER OPTIONS:

ORIGINAL
Grant

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

SUBJECT: 113 S. Orange Street – Property Improvement Grant Application

AUTHORIZED BY: Tony Otte

CONTACT: Noeleen Foster

AGENDA DATE: 2/3/10

REGULAR

CONSENT

MOTION/RECOMMENDATION:

Approval of the 113 S. Orange Street Property Improvement Grant Application in the amount of \$2,847.50

BACKGROUND:

The CRA Property Improvement Grant Application for 113 S. Orange St. received 17 points on the funding evaluation and qualifies for a grant. The plan is to open a restaurant called Panheads Pizzeria.

This project includes:

1. Signage – A 2' x 10' block sign printed & mounted on MBO board - located on the North side of the structure
2. Lighting – 6 lights mounted around the top of the structure
3. Awning – Remove and replace with a black awning and white letters
4. Screening – White vinyl fence screening to hide utility area

Please see attached examples

FISCAL IMPACT:

The Property Improvement Grant Fund currently has \$25,807 available. If this grant application is approved in the amount of \$2,847.50 is approved by the CRA Board there would be \$22,959.5 remaining in the fund.

OTHER OPTIONS:

Foster, Noeleen

From: felicia ross [fross_natural@yahoo.com]
Sent: Wednesday, May 19, 2010 10:20 AM
To: Foster, Noeleen
Subject: Fw: Request to alter CRA improvement grant Panheads Pizzeria
Attachments: Request to alter Community Redevelopment Improvement Grant.doc

--- On Wed, 5/19/10, felicia ross <fross_natural@yahoo.com> wrote:

> From: felicia ross <fross_natural@yahoo.com>
> Subject: Request to alter CRA improvement grant Panheads Pizzeria
> To: NFoster@cityofnsb.com
> Date: Wednesday, May 19, 2010, 10:19 AM hello
>
> I have attached a doc stating our request to alter the improvement
> grant. Let me know if you need me to provide anything else at this
> time. In the mean time we will cross our fingers and hope they accept
> this alteration.
>
> thanks so much for your help
> felicia engles
> fross_natural@yahoo.com
> 757-288-3269
>
>
>
>

Request to alter Community Redevelopment Improvement Grant for Panheads Pizzeria located on 113 S. Orange St, New Smyrna Beach, Fl.

Previously approved for the following:

Sign on side of building

Awning in front building with white graphics Panheads Pizzeria

Gooseneck Lighting

Vinyl Fence

As we were improving the exterior of the building at 113 S Orange St. We realized that the old chipping paint could not be power washed like we thought. We thought since everything else was looking fresh and new we were distracted by how bad the outside paint was. So we thought it was important to Paint the Exterior of the building.

We realized that by doing this we could not afford at the time to complete the vinyl fence project and we would like to replace the costs of the vinyl fence project with what it cost to paint the exterior.

The breakdown for the exterior painting of the building is as followed:

1. **PAINTING**

a. Breakdown:

SHERWIN WILLIAMS: Paint, Rollers, Brushes, \$199.70

ELITE REMODELING: Paint Exterior Buildng \$387.00

Our future plans are to continue improvements to the corner of Canal St. It is important to us to make this area appealing to locals and tourist so we can draw their attention and make this downtown area a place to be!

Thanks For everything.

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

SUBJECT: 203 Washington Street – Commercial Impact Fee Assistance Application

AUTHORIZED BY: Tony Otte

CONTACT: Noeleen Foster 

AGENDA DATE: 6/2/10

REGULAR

CONSENT

MOTION/RECOMMENDATION:

Approval of the 203 Washington Street Commercial Impact Fee Assistance Application in the amount of \$3,227.23

BACKGROUND:

This proposed project would create a United Church of Christ Thrift Store called “Secret Attic”. The funds are requested to pay the City’s change of use impact fee in the amount of \$3,227.23. It will create a more diversified business environment, is a community based business, will enhance the pedestrian friendly atmosphere of the Washington Street business area, and promotes the re-use of an underutilized building and therefore complies with the program objectives.

FISCAL IMPACT:

The Commercial Impact Fee Assistance Program currently has \$17,225 available. If this grant application is approved in the amount of \$3,227.23 is approved by the CRA Board there would be \$14,000.66 remaining in the fund.

OTHER OPTIONS:

Do not approve the application.



COMMUNITY REDEVELOPMENT AGENCY

CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH, FLORIDA 32168



**CRA COMMERCIAL IMPACT FEE ASSISTANCE PROGRAM
(CITY FEES ONLY*)**

Applicant Name: Patricia V. McGinnis, manager of Thrift Shop - United Church of Christ

Mailing Address: _____

203 Washington St., New Smyrna Beach, FL 32168

Business Name: "Secret Attic"

Property Owner: United Church of Christ

Property Address: 203 Washington St., New Smyrna Beach, FL 32168

Contact Person: Patricia V. McGinnis

Applicant Telephone Number: 386-409-8389

E-Mail Address: ladybugnsb@att.net

Total Amount of Impact Fees: \$ 3227.23

Written Estimate of Impact Fee Received

Supporting Data Checklist must be included with application.

Application will not be reviewed without all supporting data.

I hereby submit the attached estimate and supporting documents for the proposed project and understand that the CRA must approve this application. I further understand that I must maintain a valid business license at the subject location for a minimum of three (3) years from receipt of CRA Impact Fee Assistance.

Patricia V. McGinnis
Print Name

Patricia V. McGinnis
Signature of Applicant

5-19-2010
Date

EXHIBIT A: Transportation Impact Fees Schedule

10/1/2008

(Fee based on weighted average construction cost of \$1,762,654.00 per lane mile, distribution factor of 24.1%, and 5.6% CPI adjustment.)

Permit:		Contractor:		Address:	
ITE Code	Use	Unit	Fee per Unit (or) 1,000 sf	Unit(s) (or) 1,000 sf	Extension
210	Single Family	DU	\$975.50		
220	Apartment	DU	\$720.91		
230	Residential Condominium / Townhouse	DU	\$479.79		
240	Mobile Home Park	DU	\$377.53		
310	Hotel	Rooms	\$708.30		
320	Motel	Rooms	\$395.00		
620	Nursing Home	Beds	\$109.55		
610	Hospital	1,000 sf	\$1,181.74		
710	Office up to and including 10,000 sf ¹	1,000 sf	\$1,779.78		
710	Office over 10,000 sf ¹	1,000 sf	\$1,134.40		
714	Corporate headquarters building	1,000 sf	\$565.32		
720	Medical Office	1,000 sf	\$2,782.49		
750	Office Park	1,000 sf	\$1,619.56		
760	Research Center	1,000 sf	\$688.88		
770	Business Park	1,000 sf	\$1,513.26		
911	Bank w/out Drive-through	1,000 sf	\$2,202.21		
912	Bank w/ Drive-through	1,000 sf	\$6,405.51		
110	Light Industry	1,000 sf	\$711.22		
130	Industrial Park	1,000 sf	\$885.86		
140	Manufacturing	1,000 sf	\$411.72		
150	Warehouse	1,000 sf	\$509.57		
151	Mini-Warehouse	1,000 sf	\$164.17		
812	Building Materials and Lumber Store	1,000 sf	\$2,232.04		
816	Hardware / Paint Store	1,000 sf	\$5,817.32		
* 820	Retail, less than 10,000 sf ²	1,000 sf	\$2,397.69	1765	4231.92 DEBIT
820	Retail, 10,000 - 99,999 sf ²	1,000 sf	\$1,530.32		
820	Retail, 100,000 - 1,000,000 sf ²	1,000 sf	\$1,177.97		
820	Retail, Greater than 1,000,000 sf ²	1,000 sf	\$1,646.90		
831	Quality Restaurant	1,000 sf	\$3,859.19		
832	High-Turnover Restaurant	1,000 sf	\$5,533.03		
834	Fast Food Restaurant	1,000 sf	\$10,744.65		
	CBD Sandwich Shop	1,000 sf	\$1,829.36		
836	Bar / Lounge / Drinking Place	1,000 sf	\$6,961.42		
837	Quick Lube	Bays	\$1,773.54		
840	Auto Care / Detailing	1,000 sf	\$1,483.97		
841	New and Used Car Sales	1,000 sf	\$2,199.16		
847	Car Wash	1,000 sf	\$3,465.73		
849	Tire Store / Auto Repair	Bays	\$1,056.78		
850	Supermarket	1,000 sf	\$2,326.75		
851	Convenience Store	1,000 sf	\$7,337.74		
853	Convenience Store w/ Gas Pumps	1,000 sf	\$6,271.88		
	Convenience Store w/ Gas and Fast Food	1,000 sf	\$13,698.59		
862	Home Improvement Store	1,000 sf	\$1,377.47		
881	Pharmacy / Drugstore w / Drive Through	1,000 sf	\$1,507.34		
890	Furniture Store	1,000 sf	\$270.18		
	General Recreation	Parking Space	\$296.97		
411	City Park	Parking Space	\$912.86		
412	Major Park	Parking Space	\$200.00		
416	Campground / RV Park	Space	\$319.13		
420	Marina	Slip	\$379.75		
	Major Sports Facility	Parking Space	\$178.43		
* 444	Movie Theater	Screens	\$4,510.25		
560	Church	1,000 sf	\$569.23	1,765	1007.47 CREDIT
565	Day Care	1,000 sf	\$1,993.85		
	Airport Hanger	1,000 sf	\$891.46		
	Veterinary Clinic	1,000 sf	\$950.24		
Total Transportation Impact Fee Due:					53227.23

¹ The fee for an office use shall be \$1.6854 for each sf up to and including 10,000 sf, plus \$1.07424 for each sf in excess of 10,000 sf.

² The fee for a retail use shall be \$2.27054 for each sf less than 10,000 sf, plus \$1.44917 for each sf in excess of 9,999 sf and less than 100,000 sf, plus \$1.1155

5/19/10

As calculated by Marissa Moore, AICP, City Planner,

Source: City of New Smyrna Beach Transportation Impact Fee Study Final Report, B and H Consultants, Inc., February 2005

Effective 10/1/2008

SF x \$ ÷ 1000

City of New Smyrna Beach

Checklist for Commercial Impact Fee Assistance Program Applications

Selection Consideration (Please check all that apply)

- Facilitates the proper balance of commercial enterprises to create a more diversified business environment
- Encourages community based, individually owned, businesses
- Encourages quality construction projects that increase the tax base within the CRA area
- Enhances the pedestrian friendly atmosphere of the business districts within the CRA area
- Promotes the re-use of vacant or underutilized segments of the existing building stock
- Provides for expanded periods of operation beyond normal business hours

Location of Business:

203 Washington St.

Addendum A: Please attach additional information that demonstrates the qualifications of the proposed project application.



UNITED CHURCH OF CHRIST
203 Washington Street
New Smyrna Beach, Florida 32168-7042
(386) 428-2352



Stephen Ministry
Congregation

May 19, 2010

CRA Director, Tony Otte
210 Sams Avenue
New Smyrna Beach, FL 32168

Please be aware that Patricia McGinnis is authorized to represent United Church of Christ, 203 Washington St., New Smyrna Beach and to apply for an impact fee assistance grant on behalf of our church.

For further information, you may contact Patricia at 409-8389.

Sincerely,

Sammie Hartwell
Moderator

Mission Statement

Our mission is to be a church that lives the Kingdom of God, as taught by Jesus, our Christ, in a dynamic and consistent way. We want to enable our membership to minister to each other, our community and to the world.

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

SUBJECT: Esther Street Park Improvement Project

AUTHORIZED BY: Tony Otte CONTACT: Kyle Fegley, City Engineer

AGENDA DATE: June 2, 2010 REGULAR CONSENT

MOTION/RECOMMENDATION:

Approve the City Engineer's request to retain the services of Parker Mynchenberg to obtain technical data needed to sufficiently complete the DEP 319.h grant application at a cost of \$8,300 to be funded by the CRA through the Consultant line item in the operating budget. (Note: in order to meet grant application deadlines, the CRA Director signed this work order on May 24. This action is to ask for authorization of the CRA Director's approval.)

BACKGROUND:

The City of New Smyrna Beach has determined that the Esther Street Park Improvement Project is a priority capital improvement project, thus it is necessary to obtain funding assistance to achieve such objectives.

Whereas the Esther Street Park includes many elements of design, one of which incorporates on-site retention as well as drainage improvements for the surrounding neighborhood, it is necessary to pursue the needed funds to support such improvements.

Whereas the Florida Department of Environmental Protection (DEP) provides a funding source referred to as the 319.h nonpoint Source Management Program Grant proposal, it is in the City's best interest to pursue such funding to support the drainage element of the project.

The 319.h grant involves a lengthy and complex analysis of the stormwater management system, including both quantity and quality of the runoff; therefore, it is recommended to retain the services of the City's continuing consultant Parker Mynchenberg (PMA) to facilitate with the technical data needed to sufficiently complete the grant application.

FISCAL IMPACT:

Whereas staff has negotiated a competitive price with PMA services in the amount of \$8,300.00 (see attached), it is recommended that their services be retained in said amount to assist with the City's application.

OTHER OPTIONS:

Do not approve the request.

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com
Website: www.parkermynchenberg.com

May 10, 2009

Mr. Kyle Fegley, P.E.
City Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

**Re: ESTHER PARK – 319h Grant Assistance
Professional Engineering Services**

Dear Mr. Fegley:

Enclosed please find a proposal for Engineering Design Services for the subject project. The Scope of Work includes the assistance with the Florida Department of Environmental Protection, 319h Grant Application for Stormwater Improvements.

A conceptual plan has been prepared and will be used to calculate the nutrient load reduction. PMA will draft the grant application and prepare the required exhibits.

Included in the Amendment to our Professional Services Agreement is a fee matrix, which identifies the man-hours per task. The total Design Fee is \$8,300.

We are prepared to start this work as soon as we receive a Notice to Proceed. I would like to schedule a meeting with your office to discuss the proposal, contract and scheduling. Upon your review, please call me at 386-677-6891 to schedule a meeting.

Sincerely,

Parker Mynchenberg, P.E.

PM/SRB/

Enclosure

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING SERVICES, DATED MARCH 13, 2009, BY AND BETWEEN THE
CITY OF NEW SMYRNA BEACH AND PARKER MYNCHENBERG & ASSOCIATES, INC.
TO PROVIDE 319h GRANT ASSISTANCE FOR ESTHER PARK**

Esther Park FDEP 319h Grant Assistance

I. General

The purpose of the Esther Park 319h Grant Assistance is to seek grant funds for providing stormwater water quality improvements. The program is administered by the Florida Department of Environmental Protection (FDEP).

II. Scope of Services

Parker Mynchenberg & Associates, Inc. (PMA) will complete the following tasks:

- 1) Site Visit and Data Acquisition**
- 2) Prepare 319h Grant Application Report**
 - a) Prepare Report
 - b) Prepare Estimated Pollutant Load Reduction Calculations
 - c) Prepare Project Milestones and Budget
 - d) Prepare Appendix A - Monitoring Plan
 - e) Prepare Appendix B - Site Maps
- 3) Attend Progress Meeting with Client**

III. Schedule

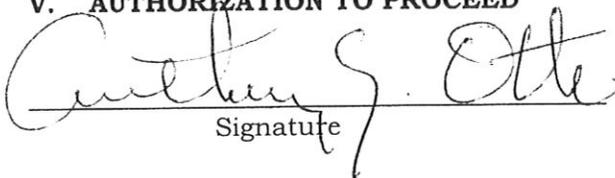
The following schedule will be utilized for the Esther Park – 319h Grant Assistance Project:

Draft Report to be prepared by May 24, 2010. Final Report to be completed and delivered by May 26, 2010.

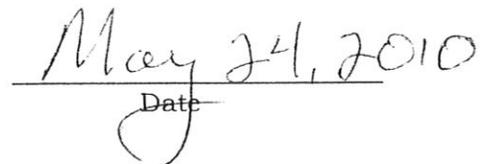
IV. Compensation

Compensation for this Amendment No. 1 shall be a lump sum of **Eight Thousand, Three Hundred Dollars (\$8,300.00)**, paid in accordance with the conditions of the engineering agreement. Payments for Environmental services and direct billed reproduction costs are included in this lump sum compensation.

V. AUTHORIZATION TO PROCEED



Signature



Date

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

SUBJECT: Mary Avenue Streetscape Project – Phase I

AUTHORIZED BY: Anthony Otte **CONTACT:** Michelle Martin

AGENDA DATE: 6/2/2010 **REGULAR** **CONSENT**

MOTION/RECOMMENDATION:

Recommend approval of the 100% Construction Plans for Phase I of the Mary Avenue Streetscape Project.

BACKGROUND:

Staff has completed the review of the 100% Construction Plans for Phase I of the Mary Avenue Streetscape Project, prepared by GAI, and are submitting to the CRA for consideration and Final Approval.

This project consists of the following improvements:

- Complete reconstruction of the stormwater system and sanitary gravity sewer system
- Upgrading the potable water system and fire hydrant assemblies
- Complete reconstruction of the roadway with nested on-street parking, 8 FT multi-use trail on the north side and 4 FT sidewalk on the south side, decorative streetlights, landscaping, and irrigation
- It will not include improvements within the Florida East Coast Railway right-of-way, as this work will be completed under Phase II. NOTE: Staff is in the process of seeking a federal grant to fund 75% of the FECR improvements which include: widening the north side of the at-grade crossing, extending the multi-use trail across the north side to connect with each side of the Streetscape Project, and upgrading the crossing warning system.

Funding Analysis: Budgeted X If not budgeted, recommended funding account:

The total amount presently budgeted for the project is \$1,523,750

Attachment: Mary Avenue Streetscape Project Phase I - 100% Construction Plans

MARY AVENUE STREETSCAPE

N. MYRTLE AVENUE TO US-1

City of New Smyrna Beach, Florida
CIVIL, LANDSCAPE, AND IRRIGATION CONSTRUCTION DOCUMENTS

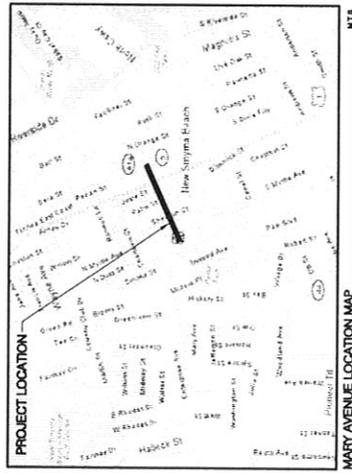
Issued For:

30% REVIEW JULY 31, 2009
 60% REVIEW OCTOBER 4, 2009
 90% REVIEW MARCH 28, 2007
 100% REVIEW JULY 6, 2007
 100% SET JULY 20, 2009

100% BID & CONSTRUCTION SET JANUARY 29, 2009
 Prepared For:

CITY OF NEW SMYRNA BEACH, FLORIDA

210 Sams Avenue
 New Smyrna Beach, Florida 32188
 (386) 424-2335
 Contact: Michele Martin



Sheet List Table

Sheet Number	Sheet Title
-	COVER
GN-1	GENERAL NOTES
EX-1	EXISTING CONDITIONS
EX-2	EXISTING CONDITIONS
D-1	DEMOLITION PLAN
D-2	DEMOLITION PLAN
D-3	DEMOLITION PLAN
HV-1	HORIZONTAL AND VERTICAL CONTROL PLAN
HV-2	HORIZONTAL AND VERTICAL CONTROL PLAN
HV-3	HORIZONTAL AND VERTICAL CONTROL PLAN
UPP-1	UTILITIES PLAN AND PROFILE
UPP-2	UTILITIES PLAN AND PROFILE
UPP-3	UTILITIES PLAN AND PROFILE
PP-1	ROADWAY PLAN AND PROFILE
PP-2	ROADWAY PLAN AND PROFILE
PP-3	ROADWAY PLAN AND PROFILE
SL-1	STREET LIGHT PLAN
SL-2	STREET LIGHT PLAN
CD-1	STORMWATER POLLUTION PREVENTION DETAILS
CD-2	ROADWAY AND STORMWATER DETAILS
CD-3	WATER DETAILS
CD-4	SANITARY DETAILS
CD-5	SANITARY DETAILS
PM-1	PAVEMENT MARKING AND SIGNAGE PLAN
PM-2	PAVEMENT MARKING AND SIGNAGE PLAN
LS-1	LANDSCAPE PLAN
LS-2	LANDSCAPE PLAN
LS-3	LANDSCAPE DETAILS
IR-1	IRRIGATION PLAN
IR-2	IRRIGATION PLAN
IR-3	IRRIGATION DETAILS

SCALE



gai consultants
 (813) 995-1111
 618 EAST 20TH STREET
 SUITE 200
 PALM BEACH, FLORIDA 33480
 PHONE: (407) 423-8388

REGISTERED PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 NO. 12345

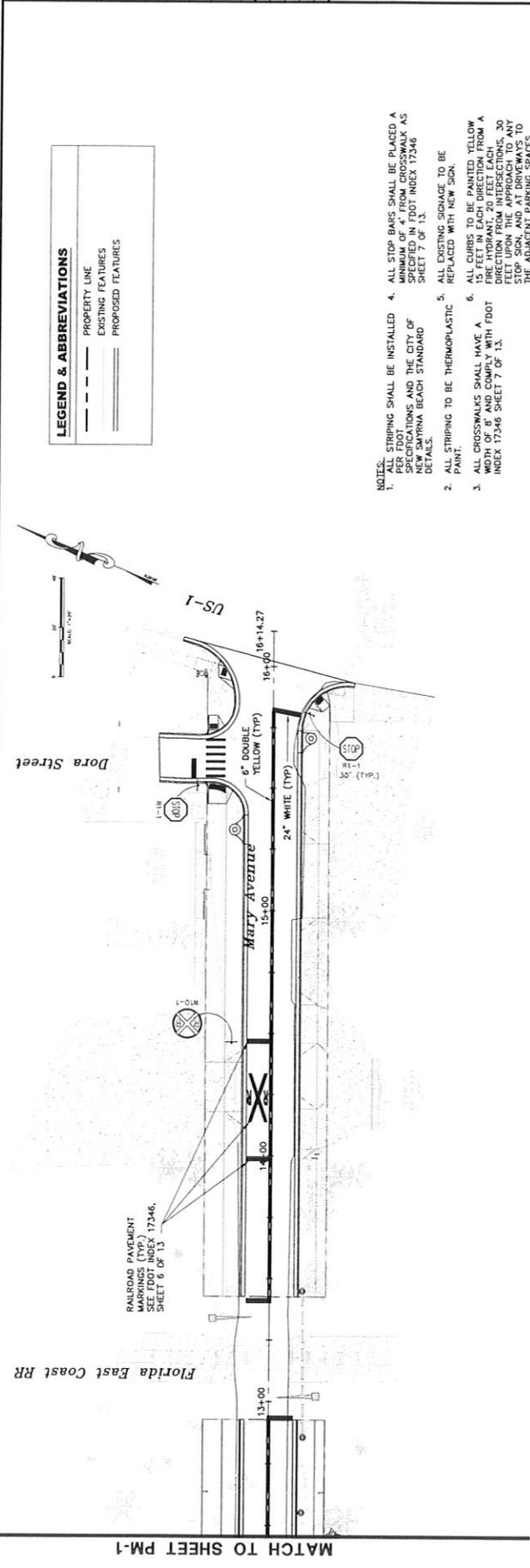
REVISIONS	DATE	BY	CHKD	APP'D

PAVEMENT MARKING AND SIGNAGE PLAN
 MARY AVENUE STREETSCAPE
 NEW SMYRNA BEACH, FLORIDA

gal consultants
 18 W. 1st St.
 Palm Beach Gardens, FL 33418
 PHONE: (561) 431-5388

PROJECT NO./DASH NO.
 A030027.02

SHEET
PM-2



LEGEND & ABBREVIATIONS

—	PROPERTY LINE
- - -	EXISTING FEATURES
---	PROPOSED FEATURES

- NOTES:**
1. STRIPING SHALL BE INSTALLED PER CITY SPECIFICATIONS AND THE CITY OF NEW SMYRNA BEACH STANDARD DETAILS.
 2. ALL STRIPING TO BE THERMOPLASTIC PAINT.
 3. ALL CROSSWALKS SHALL HAVE A WIDTH OF 8' AND COMPLY WITH FDOT INDEX 17-346 SHEET 7 OF 13.
 4. ALL STOP BARS SHALL BE PLACED A MINIMUM OF 10' FROM THE CROSSWALK AS SPECIFIED IN FDOT INDEX 17-346 SHEET 7 OF 13.
 5. ALL EXISTING SIGNAGE TO BE REPLACED WITH NEW SIGN.
 6. ALL CURBS TO BE PAINTED YELLOW 15 FEET IN EACH DIRECTION FROM A FIRE HYDRANT, 20 FEET EACH DIRECTION FROM INTERSECTIONS, 30 FEET UPON THE APPROACHES TO STOP SIGN, AND AT DRIVEWAYS TO THE ADJACENT PARKING SPACES.

MATCH TO SHEET PM-1

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

SUBJECT: Mary Avenue Streetscape Project – Phase I

AUTHORIZED BY: Anthony Otte **CONTACT:** Michelle Martin

AGENDA DATE: 6/2/2010 **REGULAR** **CONSENT**

MOTION/RECOMMENDATION:

For informational purposes only, to advise of potential change order for Archaeological requirements

BACKGROUND:

Due to the archaeological sensitivity of the area within the project limits of the Mary Avenue Streetscape Project, Archaeological Zone II, staff proactively entered into a professional services agreement on September 25, 2009 with Archaeologist Bruce Piatek to conduct a cultural resource assessment survey.

The amount of the agreement was for \$8,720, and included line items for:

- Public Education
- Preconstruction Phase - shovel and posthole testing
- Construction Phase – coordination and planning with Contractor
- Construction Phase – Monitor (**if needed**) - \$30/hour
- Construction Phase – Archaeologist (**if needed**) - \$60/hour
- Final Analysis
- Final Report

Mr Piatek has completed the preconstruction shovel and posthole testing on site in the grassed shoulder areas of the existing roadway where stormwater inlets are proposed to be installed, and has determined that there are several areas that will need to be monitored carefully once construction activities get underway. Mr Piatek found evidence of pre-contact Native American ceramic artifacts as well as possible Turnbull era or later porcelain heirloom artifacts.

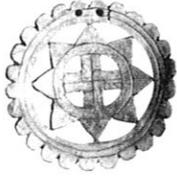
Therefore it is staff's recommendation to have Mr Piatek continue his archaeological investigations during the construction phase of the project, at his pre-agreed upon hourly rates, and provide a cost estimate for an Added Services Agreement for his hourly work once a construction schedule has been

established by the Contractor. In addition, the Added Services Agreement will be brought to the CRA Commission for approval.

Funding Analysis: Budgeted X If not budgeted, recommended funding account:

The total amount presently budgeted for the project is \$1,523,750

Attachment: Preliminary Finding - Mary Avenue Archaeological Study



Bruce Piatek - Archaeologist

4 Walnut Court

Ormond Beach, Florida

386-212-9010, piatekot@aol.com

May 10, 2010

Re: Preliminary Finding - Mary Avenue Archaeological Study

This preliminary statement is intended to provide an assessment of the finding of the archaeological investigation conducted prior to construction of the Mary Avenue Streetscape project. The finding at this stage will provide indications of the archaeological sensitive areas within the total construction site. These areas will be subjected to greater monitoring during construction when subsurface excavation may have the potential to impact significant archaeological deposits.

Twelve shovel test were excavated in the locations of the new storm drains to be installed along Mary Avenue. These shovel test measured 50 centimeters (cm) in diameter and 100 cm deep. Most of these areas had been disturbed by the construction of the old storm drains. However, no colonial period artifacts were recovered in any of the shovel test. If colonial era archaeological resources had been located in these areas then artifacts from that era would have been recovered even if the area had previously been disturbed by construction. The artifacts recovered in all but one shovel test were late 19th and 20th century artifacts. This suggest that the archaeological deposits that may be disturbed along Mary Avenue are primarily late 19th and 20th century deposits that are unlikely to be archaeologically significant.

One shovel test, number 8, located at the southeast corner of Sheldon Street and Mary Avenue did produce 6 prehistoric ceramic fragments or sherds. These were all "St Johns Plain" ceramics (St. Johns I cultural period 500 BC to AD 800) and indicate a possible prehistoric archaeological occupation in the vicinity of shovel test number 8. This area is close to an open drainage ditch which was likely a small natural drainage way that would have provided freshwater and making it a suitable location for occupation by prehistoric Native Americans. Monitoring of ground disturbance in this area is required to determine the nature and significance of this possible archaeological site. It is possible, however, that these prehistoric artifacts are a secondary deposit of soil brought in from another location, perhaps as fill dirt used to elevate the ground surface.

Shovel test 11 located a historic trash pit at the southeast corner of Myrtle Avenue and Mary Avenue. This shovel test was located between the sidewalk and the pavement of Mary Avenue. The artifacts recovered were a large number of bottle fragment including cork stopper bottlenecks, metal items, and ceramic plate fragments. This location should also receive careful archaeological monitoring during construction since the artifact content of the soils appears to be high. The nature of the artifacts recovered from shovel test 11 are late 19th and early 20th century trash that is unlikely to be significant but may be part of a larger deposit and merits attention.

Seventy-three posthole tests were excavated every 10 meters along the north and south right-of-way of Mary Avenue. The finding from these test excavations mirrored the finding in the shovel

test but did suggest a few areas where early 20th century trash pits exist. These deposits all appear to be formed from the disposal of building and construction trash produced from the demolition and construction of buildings along Mary Avenue.

One posthole test, number "63 south", did produce a porcelain ceramic that is yet unidentified. Initial analysis suggested that it maybe Kraak porcelain which was imported from China by the Dutch and was a cheap export version of Ming porcelain. Kraak porcelain was imported until 1641. This single porcelain bowl fragment, if it is in fact Kraak porcelain, would have been manufactured between 1563 and 1641 and deposited sometime during this date range. It suggests a possible colonial deposit and could be an heirloom artifact from the Turnbull period or later. This ceramic type was one of the first Chinese export wares to arrive in Europe and was considered a luxury items. The difficulty in identifying this artifact stems from it matching many of Kraak porcelain type description except for the design painted on the bowl. It is not typical for Kraak porcelain because the design is filled with fine diagonal lines that are not typical of the Kraak design motif. The only other artifacts located in this posthole test were an iron fragment in the shape of a strap and a fragment of clear plastic. Posthole "63 south" was located on the south side of Mary Avenue and 20 meters east of the intersection of Josie and Mary Avenue. This test was near an oak tree and was terminated early due to tree roots. This area will be carefully monitored during construction and this single porcelain artifact will be subjected additional examination and analysis to determine its proper identification.

Recommendation:

1. All ground disturbance should be monitored when ground disturbance consist of the first 0 to 100cm of soil. The archaeological monitor will assess the need for monitoring each day. The need to monitor will be based of the ground disturbance work being done and the findings from previous monitoring in the impact area. No monitoring will be conducted when archaeological or construction conditions do not justify monitoring.
2. The areas to be impacted near Shovel Test 8 and 11 and Posthole Test 63 south shall be carefully monitored. Monitoring is intended to protect the possible prehistoric Native American site at Shovel Test 8, the historic trash feature at Shovel Test 11, and the possible colonial period feature at Posthole 63 south.

A complete list of recovered artifacts, listed by provenience, is presented below.

Notes:
The report is available at the
CRA office.

OLD BUSINESS

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

SUBJECT: Public Hearing: Purchase and Sale Agreement for the CRA lots at 207 and
215 Florida Avenue

AUTHORIZED BY: Tony Otte CONTACT: _____

AGENDA DATE: 6/2/10 REGULAR CONSENT

MOTION/RECOMMENDATION:

No Motion or Recommendation necessary.

BACKGROUND:

Pursuant to Florida Statutes 163.380 (3)(a), a public hearing will be held by the Community Redevelopment Agency and the City Commission to hear interested persons and to consider the sale of property located at 207 and 215 Florida Ave. require that a public hearing be held. A newspaper ad was placed in The Observer on April 29, 2010.

FISCAL IMPACT:

The placement of the ad cost \$215.30.

OTHER OPTIONS:

None – the placement of the ad and holding a public hearing is a requirement in state law.

LEGAL

NOTICE OF PUBLIC HEARINGS CITY OF NEW SMYRNA BEACH CITY COMMISSION AND COMMUNITY REDEVELOPMENT AGENCY

PLEASE TAKE NOTICE, that pursuant to Florida Statutes 163.380(3)(a), the New Smyrna Beach City Commission will conduct a public hearing to hear interested persons and to consider the recommendation of the New Smyrna Beach Community Redevelopment Agency (CRA) regarding the sale of property within the CRA district, located at 207 and 215 Florida Avenue to HIHO, LLC and/or David Swentor.

The public hearing will be conducted during the regular meet-

ing of the New Smyrna Beach City Commission on Tuesday, June 8, 2010, commencing at 6:30 p.m. in the City Hall Commission Chamber, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

ALSO PLEASE TAKE NOTICE, that pursuant to Florida Statutes 163.380(3)(a), the New Smyrna Beach Community Redevelopment Agency (CRA) will conduct a public hearing to hear interested persons regarding the sale of property within the CRA district, located at 207 and 215 Florida Avenue in order to submit its recommendation to the New Smyrna Beach City Commission.

The public hearing will be conducted during the regular meeting of the New Smyrna Beach Community Redevelopment Agency on Wednesday, June 2,

2010, commencing at 2:00 p.m. in the City Hall Commission Chamber, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

The planned public hearings directly relate to the proposed Flagler Avenue Hotel Project.

Inquires may be directed to: Tony Otte, CRA Director, 210 Sams Avenue, New Smyrna Beach, Florida, 32168; totte@cityofnsb.com; Phone: (386) 424-2160.

The meeting agendas will separately be made available within seven days of the scheduled public hearings; will be posted at City Hall at 210 Sams Avenue; and will be posted on the City of New Smyrna Beach official website at www.cityofnsb.com.

Pursuant to Florida Statutes 286.0105, if an individual de-

cides to appeal any decision made by the City Commission and Community Redevelopment Agency with respect to any matter considered at a 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, by mail or in person at 210 Sams Avenue, New Smyrna Beach, FL 32168, (386) 424-2112, prior to the meeting.

*Johnny R. Bledsoe, CMC
City Clerk*

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

SUBJECT: Consideration of the Purchase and Sale Agreement for the CRA lots at 207 and 215 Florida Ave

AUTHORIZED BY: Tony Otte 

CONTACT: _____

AGENDA DATE: June 2, 2010

REGULAR

CONSENT

MOTION/RECOMMENDATION:
Approval.

BACKGROUND:

The CRA agenda packet for the June 2 meeting was distributed on Tuesday. This was done in order to comply with the newspaper ad that was published in regards to the public hearing for the proposed sale of the CRA properties for the hotel

In preparing the same item for the City Commission packet for their June 8 meeting, it occurred to me to call the Building Department and ask them the value of construction for the hotel as provided by the general contractor for the building permit. This value (\$8,457,999) is much different than the \$14,000,000 used in previous calculations. This change affects the calculations of the amount of TIF. A spreadsheet has been prepared to address this and is attached.

A new copy of the Purchase and Sale Agreement that has some of the strikethroughs and underlines removed has been attached.

To avoid confusion, please use the attached material for the Sale and Purchase Agreement item on the CRA agenda .

FISCAL IMPACT:

No fiscal impact at this time. The amount of revenue and expenditures resulting from this agreement will need to be encumbered. A separate agenda item has been prepared for this purpose.

OTHER OPTIONS:

Modify the agreement or decline to approve it.

AGENDA ITEM SUMMARY

Department Making Request: Community Redevelopment Agency

Meeting Date: June 8, 2010 1st Reading 2nd Reading:

Action Item Title: Consideration for the Hotel Sale and Purchase Agreement for the CRA Lots at 207 and 215 Florida Ave.

Agenda Section: Consent_____ Public Hearing_____ Special Items_____

Summary Explanation and Background

The CRA purchased the properties at 207 and 215 Florida Ave in 1986 for a total of \$200,000. A portion of the original purchase (the Re-Max office at 216 Flagler Ave) was sold in 1998 for \$110,110.

At the February 4, 2009 meeting the CRA directed staff to issue a Request for Proposals (RFP) for the redevelopment of these lots. The responses were due on April 29, and two responses were received. At the May 13, 2009 meeting, the CRA voted to recommend to the City Commission the proposal submitted by the Premiere Development Group, and its agent, David Swentor.

There have been numerous discussions regarding 1) the zoning for the hotel site, 2) the parking for the project, 3) the evaluation of this project as a solid business venture worthy of incentives, 4) the review of the construction plans, and 5) the sale and purchase agreement.

1) The Planned Unit Development (PUD) Master Development Agreement (MDA) was approved by the City Commission on February 9 of this year. Those approvals were for the properties owned by the CRA and the property commonly known as the Bauer parcel. Included in the provisions are important deadlines:

- a. 3.10 "The Developer will develop and construct this project in a single phase and complete its development by December 31, 2012."
- b. 5.2.2 "The duration of this Agreement shall not exceed five (5) years from the date of its execution. 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. 5.2.4 "... if the Developers are a contract purchaser of the PUD Property and fail to acquire title to the property within 180 days of approval of this Agreement, then the City or the Developers 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."
- d. In addition to these deadlines, the PUD also provides in 5.2.1 that the developers shall record the PUD agreement, and that the restrictions on use and development imposed by the agreement shall be binding upon all successors in interest in the property, unless the City alters the restrictions or the agreement expires.

Summary Explanation and Background continued

- 2) The parking for this project has been a subject of discussion since the CRA currently has a shell parking lot at 207 Florida Ave. The RFP states that, "Any proposal shall be required to demonstrate the capacity to accommodate any lease parking agreements entered into by the Community Redevelopment Agency, City of New Smyrna Beach, Florida, for the property located at 207 Florida Avenue." CRA staff explored the feasibility of leasing spaces from the Coronado Community United Methodist Church, but that proposal was difficult for several reasons, including that a portion of the desired parking was outside of the CRA district. CRA staff recommends a resolution of this matter as noted in the discussion of the sale and purchase agreement below – that the developer make a payment to resolve this issue.
- 3) The CRA hired RCLCO to study the viability of a hotel project on this property. This type of analysis is necessary to help ensure that the sale of the property and the provision of incentives would go to an enterprise with a high likelihood of success. A copy of their letter and report is attached. In addition, RCLCO staff have reported several findings:
 - i. A hotel project as is being envisioned is likely to be a successful business venture.
 - ii. This specific project at this location could withstand a higher total value for the CRA lots; however, at the same time, business conditions for hotels continue to be flat, and securing financing can be more difficult as investors are realizing higher returns on projects involving foreclosed properties.
- 4) A site plan and construction plans have been submitted and are approved for the issuance of the building permit. A building permit cannot be issued until the properties are owned by the developer.
- 5) The sale and purchase agreement (please see the attached agreement) is the next step to be taken to move this project forward. The agreement has been prepared by Mark Hall, CRA Attorney, in conjunction with counsel for the buyer, and it reflects the points that the CRA approved at the May 5, 2010 meeting. The agreement also reflects the items in the January 21, 2010 letter to Mr. Swentor of Premiere Development, regarding items that need to be completed by the developer before closing. The highlights of this agreement are as follows:
 - a. Upon execution of the agreement, a deposit of \$25,000 is to be paid immediately to the CRA Attorney's trust account and will be applied to the purchase price. In case of Buyer default, the deposit is non-refundable.
 - b. Prior to closing, the buyer has a number of requirements to fulfill – including the presentation of an approved funding commitment 30 days prior to closing, the provision of the award of the Hampton franchise (which has been done), the closing on the Bauer parcel, and the presentation of the construction schedule and all permits required (Paragraph 4 of the Agreement).
 - c. The purchase price of the property is \$500,000, the amount provided in the review appraisal prepared by Heffington & Associates dated March 15, 2010. The appraisal considers the declining real estate values in the area. In an undated memo received several months ago, Premiere asked that they be allowed to pay for the property in installments. The contract provides that the payment will be in cash at closing, with closing costs allocated in paragraph 8 (b).
 - d. At closing the developer would also make a payment of \$8,400 to resolve the issue of the year to year parking lease agreements with various business tenants. This figure was arrived at by subtracting what businesses are currently paying for the 24 spaces (\$150) from the estimated current value of the spaces (\$500), x 24 ($\350×24) = \$8,400. It is anticipated that the 24 spaces could move to the Jessamine lot, and the spaces leased in that lot would move to the lots to be constructed at Flagler Dunes, and Esther St. As a result, all leased spaces would be within 1,000 feet of the businesses (city requirement for parking spaces).
 - e. At the issuance of the Certificate of Occupancy, the CRA would pay:
 1. \$325,000, which is half the value of the impact fees; and
 2. Up to \$86,500 for the cost of the relocation of the electric line and the purchase of a padmount (ground) transformer, to serve the other businesses east of the hotel property, and
 3. \$21,420, representing one-half of the value of the property for the easement area required by the Utilities Commission for the relocated electric line underground and the padmount transformer to serve the businesses to the east ($3,400 \text{ square feet} \times \$12.60 \times .5$). It should be noted that consulting appraiser Heffington did not believe that this easement was deserving of a payment.

Summary Explanation and Background continued

In addition, the developer would be allowed to attempt to recoup his second half of the impact fees by keeping the TIF payments. Whatever TIF payments are left after the developer is reimbursed for his half of the impact fees, if any, the CRA will keep. (Please see the attached spreadsheet) It is anticipated that if the construction of the hotel begins yet this year and is completed before the end of 2011, there will be three years of TIF payments. Making estimates and assumptions concerning the values to be assigned by the property appraiser, there are two possibilities: If Bert Fish continues to participate in the CRA, the hotel developer will be able to recoup his \$325,000 and the CRA would receive \$29,132. If Bert Fish is allowed to terminate participation in the CRA, the developer will not recoup \$68,662 of his \$325,000 and the CRA will recoup nothing. Since this project comes at the end of the term for the CRA, it is in effect paying for the impact fees as an incentive, but will not be able to recoup that entire amount, or none at all.

These figures are based on the most optimistic construction scenario: that the hotel would be completed in 2011, as the general contractor has estimated. The hotel would go on the tax roll as of January 1, 2012, with the first tax bill due in November, 2012. The second tax bill would be due in November, 2013, and the third in 2014. If construction is delayed, there could be fewer TIF payments.

The developer had asked for this arrangement in the payment of the impact fees, as well as some recognition of easement value and relief for the payment of the relocation of the electric line and transformer to serve other businesses. Those requests are reflected in the agreement. As noted above the developer also asked for phased payments for the property, and the Agreement reflects that he pay cash at closing. This timing of the incentives are also arranged to help limit the CRA's exposure and encourage developer performance.

Risk Factors

Note that the \$25,000 deposit and the balance to close including the parking resolution are cash payments. The incentives to be paid by the CRA are only due at the issuance of the Certificate of Occupancy, which occurs when the building is completed. However, there is risk involved for the CRA in at least three areas:

1. What if the developer does not perform?
2. What if the developer sells the project?
3. What if the hotel fails?

A review of the project milestones through a flow-chart helps to illustrate these points (please see the attached flow-chart). The schedule for this project includes the following milestones:

1. Execution of the agreement and payment of the deposit by the developer.
2. Fulfillment of the requirements prior to closing: The developer has 180 days from February 9, or approximately August 3 (paragraph 8 in the agreement), to close. If he misses that deadline he is in default, and the CRA can cancel the agreement.
3. Closing on or before August 3: If the closing occurs but the developer does not move forward, the CRA has sold the property but the sale has not produced a hotel. The provision of incentives in this agreement is intended to produce a hotel on the site, which is likely to be an economic generator for the area. The developer has until December 31, 2012 to complete the hotel. If it is not completed in that time frame, the contract could be canceled and the incentives go away. However, the property would sit idle for two years or more with no development.
4. Another risk is that hotel construction could be started and then left incomplete. (This happened to a project in Port Orange.) The developer's response to this possibility was that the bank would move in, take over the project, and sell the property to someone who would finish the project. The CRA has no guarantee that such action would be taken, and even if it would, it is likely that the project could sit for months or years before the project is completed, if at all.

Summary Explanation and Background continued

5. The amount of TIF payments to be kept by the developer, and any payments made after the \$325,000 impact fee reimbursement to the developer, are dependent on when the project is complete and entered on the tax roll, and whether or not Bert Fish is still participating in the CRA.
6. The developer could sell the project following the close of the land purchase. However, paragraph 16 (g) provides that the Buyer may not assign this Agreement without Seller's consent. The PUD provides that it continues with the land.
7. The hotel could open and later fail.

In incentivized agreements, the biggest concern of the governmental entity is finding a way to ensure the performance of the developer. There are several traditional ways to ensure performance, but each is difficult to execute:

1. A "clawback" provision in the agreement, whereby the governmental property that is conveyed to the developer would come back to the government if the developer fails to perform his/duties as specified in the contract. This is an excellent concept, but it is very difficult to achieve in practice, since the developer is going to use the value of the property to secure a loan to build the project. The lenders are generally unwilling to loan money without a clear first position in the assumption of ownership of the property if the project fails. CRA staff did find a redevelopment agreement done elsewhere in the state, in which the CRA was permitted to buy back the property at some point if the developer failed to perform – but at a price that included the value of developer improvements.
2. A guarantee of performance through a "performance bond", or letter of credit, or some other similar instrument. A performance bond is commonly used in hiring contractors for large utility projects. If the contractor fails to perform the duties specified in the contract, the owner can terminate that contractor and "call the bond". The insurance company who issued the bond will then typically bring in a contractor to finish the work – provided that there is enough money left to fix the problems that the first contractor left, and then finish the job. The common benchmark cost for performance bonds are 2 to 3% of the cost of the project. Assuming this project is worth \$8,500,000, the cost would be \$170,000 to \$255,000 – and in this case the developer would not agree to pay for it.
3. Another method that has been used is the negotiation of a long-term lease rather than a sale of the property. In such case, if the developer fails to perform, the lease is canceled. Ground leases are more difficult to finance.

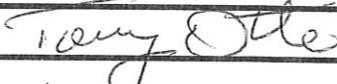
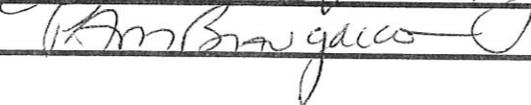
In this project, the requirements for closing, the method of payment for the property, the timing of incentives, and the developer's ability to be reimbursed from TIF payments are intended to encourage the developer to perform; however, they in no way guarantee performance. It is important that these risks be recognized. Nevertheless, our economic consultant considers this to be a viable project.

Recommended Action/Motion:
Approve the attached contract

Funding Analysis: Budgeted _____ If not budgeted, recommend funding account:
The budget will be amended to include revenues and expenses for this contract.

Exhibits Attached:

- Purchase and Sale Agreement
- RCLCO – Financial Review of Hotel Proposal and Powerpoint presentation
- Responses to City Commissioners' Questions
- Flow Chart
- Estimated TIF Revenue

Reviewed By:	Name	Signature
CRA Director	Tony Otte	
Finance Director	Athea Philord	
City Attorney	Frank Gummey III	
City Manager	Pam Brangaccio	

Commission Action

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20 ____, (the "Effective Date"), by and between **THE CITY OF NEW SMYRNA BEACH**, a political sub-division of the State of Florida, and the **COMMUNITY REDEVELOPMENT AGENCY, CITY OF NEW SMYRNA BEACH**, herein collectively referred to as "Seller") and David Swentor, individually, and as Registered Agent of **HIHO, LLC**, a South Carolina limited liability company authorized to do business in the State of Florida, or its assign ("Buyer").

WHEREAS, Seller and Buyer desire to enter an agreement to purchase vacant property described in Exhibit "A" Plat of Boundary Survey prepared by Daniel W. Cory, Surveyor, dated 5/10/2010, which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Seller desires to sell and the Buyer desires to buy said property to provide for the Economic Redevelopment of the subject property and adjacent property for the benefit of the Community Redevelopment Area and City of New Smyrna Beach;

WHEREAS, the parties desire to make the closing on said agreement contingent upon the completion of a number of conditions to insure that the property will be used to promote economic redevelopment and that the construction of the proposed hotel is accomplished within a specific timeframe; and

WHEREAS, the parties have agreed that said property may only be used by Buyer for the use provided in the plans for a hotel attached and incorporated hereto as Exhibit "B" which have been approved as part of a Planned Unit Development; and

WHEREAS, the parties recognize that the City of New Smyrna Beach will be required to approve the terms of this contract and the transfer of the subject property:

NOW THEREFORE, for and in consideration of the mutual terms, covenants, conditions, and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the sum of One and No/100ths Dollar (\$1.00) paid to Seller by Buyer, the parties hereto agree as follows:

1. PURCHASE AND SALE. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, the following described property (herein collectively called the "Property"):

(a) Land. Those certain parcels of land located in New Smyrna Beach, Volusia County, State of Florida, described more fully in the legal description attached as Exhibit "A-1" and sketch of same attached as Exhibit "A".

2. PURCHASE PRICE.

(a) Purchase Price. The purchase price shall be \$500,000 ("Purchase Price") payable at Closing by Buyer to Seller in immediately available funds, subject to such other seller financing, credits, pro rations and adjustments as are provided in this Agreement.

(b) Seller Financing. This is cash closing, subject to the conditions provided hereinafter.

(c) EARNEST MONEY. The Twenty-Five Thousand and No/100ths Dollars (\$25,000), and any interest earned to date thereon, deposited with Mark R. Hall, P.A. (the "Escrow Agent") under this Agreement, and any interest thereon earned, shall be maintained as an earnest money deposit (the "\$25,000 Deposit") under this Agreement and shall be held in trust by the Escrow Agent pending closing. The \$25,000 Deposit shall be deposited upon execution of the Agreement, and Buyer shall receive a credit in the amount of the Earnest Money toward payment of the Purchase Price at Closing (as defined below). The balance of the Purchase Price, subject to credits, pro rations and adjustments as are provided in this Agreement, shall be due and payable at Closing. Except as otherwise set forth herein, the Earnest Money shall be non-refundable to Buyer; provided that if the Closing fails to occur for a reason other than a default by Buyer under this Agreement, the \$25,000 Deposit shall be refunded to Buyer. The \$25,000 Deposit shall be held by Escrow Agent in accordance with the terms set forth on Exhibit "C" attached hereto.

3. INSPECTION.

(a) Buyer's Inspection. Buyer and its agents shall have the right to enter and inspect the Property at any time prior to Closing, including without limitation title matters, land use, utilities, soil, engineering, planning, environmental, permitting, zoning, economic and feasibility, and other studies and investigations as Buyer shall deem appropriate. Buyer shall also be entitled to make appropriate verifications with respect to utilities, environmental and soil conditions, zoning, land use, title and other inquiries deemed necessary and appropriate by Buyer to evaluate the potential investment in the Property. Seller shall assist in the coordination of meetings with Buyer's attorneys, engineers, and government officials who may have knowledge regarding the Property.

(b) Survey. Buyer, at Buyer's expense, may obtain a survey of the Property prepared by a licensed surveyor.

(c) Title. At least 30 days prior to closing, seller shall provide to Buyer, at Seller's expense, a title commitment (the "Title Commitment") issued by a title insurance

company reasonably acceptable to Buyer licensed to do business in the State in which the Property is located, as applicable (the "Title Company"), pursuant to which the Title Company shall issue to Buyer a standard coverage owner's policy of title insurance insuring title to the Property in the amount of the Purchase Price subject only to liens, encumbrances, exceptions or qualifications shown therein and herein ("Permitted Exception") and those which shall be discharged by Seller at or before Closing. Seller shall convey marketable title subject only to the Permitted Exceptions. Marketable title shall be determined according to applicable Title Standards adopted by authority by The Florida Bar and in accordance with law. The Buyer has been advised that the City of New Smyrna Beach or the Utilities Commission of the City of New Smyrna Beach may claim some right in the land by virtue of unrecorded easements or use of the land for existing utilities. Seller shall not have an obligation to cure said claims, which shall be a Permitted Exception. Without limitation of the foregoing, in the event that any non-Permitted Exceptions are asserted that would render the Property unmarketable or would adversely affect the contemplated development of the Property, if such title matter is not cured to Buyer's reasonable satisfaction prior to Closing, then Buyer shall have the option of either accepting the title as it then is or demanding a refund of the \$25,000 Deposit which shall immediately be returned to Buyer, and neither party shall have any further obligations hereunder other than such obligations as survive in accordance with the terms hereof. If Buyer receives return of the deposit due to a claim that title is unmarketable, Buyer shall assign all development rights to Seller, including zoning, land use, etc. to Seller. In the event of closing, the title policy shall be subject to any such un-cured, purported easement rights. The parties recognize the existence of a claimed prescriptive easement across the property claimed by the Utilities Commission and have already adjusted the price to address the impact of said easement. Said easement shall not be a basis for title objection. Buyer shall be bound, post closing with an affirmative duty to relocate the purported electrical easement in accordance with the final site plan and requirements of the Utilities Commission, City of New Smyrna Beach.

(d) Indemnity by Buyer. Buyer shall be liable for and shall indemnify Seller for all costs and expenses, and/or damage or injury to any person or property resulting from Buyer's negligence in connection with any inspections undertaken by Buyer.

(e) Permitting / Zoning. Seller shall cooperate with and assist Buyer in making applications or inquiries to any applicable any governmental authorities. Buyer is hereby authorized to make any such applications or requests for governmental approvals, permits, or licenses, as may be necessary or appropriate for the development of the Property as contemplated by Buyer for a hotel as provided in the plans attached as Exhibit "B", including without limitation the rezoning of the Property and/or a Development Agreement with respect to the Property. Buyer shall have the right to terminate this Agreement if Buyer determines, prior to the Closing, that it cannot obtain the development approvals it requires by giving notice to Seller, in which case the \$25,000 Deposit shall be refunded to Buyer, and neither party shall have any further obligations hereunder other than such obligations as survive in accordance with the terms hereof.

4. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO TRANSFER THE PROPERTY.

(a) Actual transfer of the real property (closing) shall only occur upon compliance with the following conditions:

1. Buyer or assign closes on the adjoining Bauer parcel that is part of the proposed redevelopment hotel plan. Buyer shall, upon execution of this agreement, by all parties, provide Seller with a copy of said Purchase and Sale Agreement and any amendments thereto as exist from time to time,
2. Buyer or assign completes the Comprehensive Plan Amendment and PUD approval of the proposed redevelopment hotel plan as provided as in Exhibit "B".
3. Buyer or assign obtains Site Plan Approval consistent with proposed redevelopment hotel plan as provided as in Exhibit "B".
4. Buyer or assign obtains Building Permit Approval and Development Order consistent with proposed redevelopment hotel plan as provided as in Exhibit "B".
5. Buyer or assign shall provide the City and CRA with evidence of Approved Financing within 30 days prior to closing for the proposed redevelopment hotel construction.
6. Buyer or assign provides the City and CRA with evidence of a Franchise Agreement for the Hampton Inn or other major hotel chain acceptable to the City and CRA and consistent with the approved site plan dated _____ and amendments thereto as shown on Exhibit "B".
7. Buyer or assign and the CRA agree to a Project construction schedule and major threshold timeframe.
8. Buyer or assign and the CRA resolve the Parking Issues in order to provide additional substitute parking for the parking currently occupying the subject parcel. Resolution of the parking issue shall be by additional substitute parking on adjacent property, and if so provided, buyer shall obtain all necessary approvals for such adjacent parking. The parking issues may be resolved in whole or part by payment of a lump sum in the amount of \$8,400.00
9. Buyer or assign obtains all necessary St. Johns Water Management District permits to allow said construction.
10. The parties agree that this contract for transfer of Real Property is for a period of time consistent with the deadlines contained within the approved PUD. Buyer and Seller agree that Seller, as an economic incentive for this transaction, shall pay

one-half of Buyer's impact fee or \$325,000, whichever is less, by any combination of waiver of fees or cash contribution paid to, or for the benefit of Buyer. Any such payment shall be made, if at all, upon Buyer obtaining a Certificate of Occupancy for the contemplated Hotel. Such payment of economic incentive may be an advance on reimbursement of the anticipated TIF refund in the approximate amount of \$200,000 per year. This is in effect, a provision for TIF recapture of taxes on the subject and adjacent property for reimbursement of half of said fees over the following years.

11. Approval of Economic Incentives by Seller and Buyer that provide for a reimbursement to Buyer for certain Infrastructure and Impact Fees expended by Buyer for the construction of the Hotel described in Exhibit "B".

The economic incentives, to be paid upon Certificate of Occupancy which shall be a condition of any such payment shall be:

- a. Up to \$86,500 (the estimated cost of construction) for the provision of electrical power to the businesses to the east of the project that are currently served by the overhead line traversing the CRA property;
- b. The easement required by the Utilities Commission for the electrical service described above is approximately 3,400 square feet. An incentive of \$21,420 is proposed, representing 50% of the value of the easement ($3,400 \times \$12.60 \times .5$), all as shown on Exhibit "B-1", which is attached hereto and incorporated herein by this reference;
- c. Payment of one-half of the impact fees: \$325,000. The developer may recapture the additional \$325,000 estimate impact fee cost from the TIF payments once the project is built. Any TIF funds remaining after the developer's reimbursement, shall be paid to the CRA trust fund.

12. Failure to perform any condition within the timeframe, or to cure said failure upon notice of same, may result in rescission of the contract.

5. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO PURCHASE THE PROPERTY.

Buyer's obligations to consummate the transactions contemplated hereunder shall be subject to and specifically contingent upon, at Buyer's option, the following conditions precedent:

(a) All representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Seller shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Between the date of this Agreement and the Closing Date, there shall have

been no material adverse change in the Property, including any unrepaired damage, destruction, or loss affecting the Property, but excluding any damage caused to vegetation or trees by storms.

(d) Approval of Economic Incentive Plan as provided herein to reimburse Buyer for Infrastructure and Impact Fees by CRA.

6. **MARKETABLE TITLE.** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property. Marketable title shall be determined according to applicable Title Standards adopted by 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 defective, 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 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 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 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 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 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 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.

7. **SELLER'S REPRESENTATIONS AND WARRANTIES.** As an inducement to Buyer to enter into this Agreement, and in addition to the representations, warranties and agreements contained elsewhere in this Agreement, Seller makes the following representations, warranties and agreements as of the date hereof and as of the Closing Date, each of which is material and is relied upon by Buyer and shall survive Closing:

(a) Seller has the right, power and authority to enter into this Agreement and the right, power and authority to convey the Property in conjunction with the City of New Smyrna Beach, Florida, in accordance with the terms and conditions of this Agreement.

(b) Seller has received no notice of, nor is the Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof. The Seller shall, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give the Buyer written notice thereof.

(c) Seller has not received notice from any governmental authority of any current, alleged or actual, uncured material breach or material violation of any law, ordinance, rule, regulation, order or decree respecting the Property.

(d) Seller represents and warrants that no pending or threatened litigation or dispute exists against the Seller with respect to the Property.

(e) Seller has not received any written notice of, and to Seller's knowledge there is no existing, pending or threatened, assessments or unpaid charges for public improvements including, without limitation, those for construction of sewer, water and other utility lines, streets, sidewalks and curbs.

(f) Seller has no knowledge of and has received no notice of any present or threatened ban, moratorium or other limitation of any kind on new connections or additional flows to the sewage treatment plant serving or to serve the Property.

(g) There are no existing leases, whether written or oral, agreements of sale, options, tenancies, license or any other claims to possession affecting the Property.

(h) No proceedings are pending or threatened by or against Seller in bankruptcy or insolvency in any state or federal court.

(i) To the best knowledge of Seller, no violations of Environmental Laws, as hereinafter defined, have occurred on, or with respect to, the Property. To the best of the Seller's knowledge, there have never been any underground storage tanks on the Property; the Property has never been used as a dump site for refuse and there are no Hazardous Materials, as hereinafter defined, located on the Property. To the best of Seller's knowledge, there are no historic or archaeological sites that would restrict the use of the Property, nor are there any threatened or endangered species present that would subject the Property to regulation under the Endangered Species Act, as amended, or similar federal, state, or local laws, ordinances, or regulations.

(j) "Hazardous Materials" means any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials includes, without limitation, any substance, the presence of which on the Property, (A) requires reporting,

investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

(k) “Environmental Laws” means all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

(l) No representation or warranty made by Seller herein or any certificate, document, or other instrument furnished or to be furnished by Seller pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact known to Seller and required to make the statements herein or therein not misleading.

(m) Seller does have knowledge of a claim of prescriptive easement by the Utilities Commission and has shared such knowledge with Buyer.

8. CLOSING. The closing of the purchase and sale of the Property (“Closing”) shall be held on or before August 3, 2010, which shall also be within thirty (30) days following notice to Seller of the receipt of applicable governmental approvals for the contemplated development of the Property reasonably satisfactory to Buyer, and compliance with all conditions precedent provided in paragraph 4 hereinabove, provided that in no event shall the Closing occur later than January 26, 2011, unless action or lack of action by the City delays such closing, or final approvals have been delayed by litigation. In such case, this date shall coincide with the date provided in the Development Agreement incorporated as part of the above referred PUD (the “Closing Date”), at the offices of Seller’s attorney, or at such other place as shall be mutually agreeable to the parties hereto.

(a) Possession. Possession of the Property shall be delivered to Buyer at the Closing, upon compliance with the conditions provided herein and subject only to the Permitted Exceptions.

(b) Closing Costs. Except as otherwise expressly provided herein, Seller shall pay, on the Closing Date, all of the cost of the preparation of the deed and customary Seller affidavits and certifications, the cost of any title insurance policies or commitments, the cost of a title search or abstract of the Property, and the applicable deed transfer fee, and Buyer shall pay, on the Closing Date, all deed and mortgage recording costs,

documentary stamps and intangible tax on the note and mortgage and the cost of any inspections and/or surveys. Any other closing costs shall be adjusted in accordance with local custom for the County and State where the Property is located. Except as otherwise provided herein, each party shall pay its own attorneys' fees.

9. **SELLER'S OBLIGATIONS AT CLOSING.** At closing, Seller shall deliver to Buyer each of the following documents:

(a) **Deed.** A general warranty or personal representative's deed (the "Deed") in recordable form executed by Seller conveying the Property to Buyer in fee simple free and clear of all liens and encumbrances except the Permitted Exceptions.

(b) **Owner's Affidavit.** An executed affidavit or other document acceptable to Title Company in issuing the title insurance policy without exception for possible lien claims of mechanics, laborers and materialmen or for parties in possession as applicable.

(c) **Foreign Person.** A Federal Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") certificate certifying that Seller is not a "foreign person" as defined in FIRPTA and the 1984 Tax Reform Act, each as amended.

(d) **Closing Statement.** A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(e) **Other Documentation.** Such other documents as may be reasonable and necessary in the opinion of the Buyer or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

The sale described herein shall be closed in escrow pending a final title update and recording of all recordable documents. Seller and Buyer will not take any action that is inconsistent with its obligations under this Agreement in any material respect or that could reasonably be expected to hinder or delay the consummation of the transactions contemplated by this Agreement. Seller shall use its best efforts to satisfy the closing conditions set forth herein.

10. **BUYER'S OBLIGATIONS AT CLOSING.** In addition to the provisions provided in paragraph 4, at Closing, Buyer shall also deliver to Seller the following:

(a) **Purchase Price.** The balance of the Purchase Price by certified check, bank check or wire transfer of immediately available U.S. funds, and the promissory note for the Seller financing;

(b) **Closing Statement.** A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.;

(c) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Seller or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

11. RISK OF LOSS. Until the purchase of the Property has been consummated on the date of Closing, all risk of loss of, or damage to, or destruction of, the Property whether by fire, flood, tornado, hurricane or other casualty (other than damage to trees and vegetation by storms), or by the exercise of the power of eminent domain, or otherwise, shall belong to and be borne by the Seller. If, prior to Closing, the Property or any part thereof shall be so damaged, destroyed, condemned, or under threat of condemnation, Buyer, at Buyer's option, may declare this Agreement null and void, in which case the \$25,000.00 deposit shall be refunded to Buyer, and neither party shall have any further obligations hereunder other than such obligations as survive in accordance with the terms hereof. If Buyer elects to proceed and to consummate the transfer and conveyance under this Agreement despite such damage, destruction, condemnation, or threat of condemnation, there shall be no reduction in, abatement of, or set-off against the Purchase Price, and Seller shall assign to Buyer all of Seller's right, title and interest in and to all insurance or condemnation proceeds resulting therefrom, provided, however, condemnation proceeds shall to the extent available be applied to payment of the purchase money note and mortgage.

12. BROKER. The parties represent and warrant to each other that no broker was involved during the course of this transaction. The parties further agree to indemnify and hold the other harmless regarding any and all claims by any broker as a result of this transaction.

13. APPROVAL BY CITY OF NEW SMYRNA BEACH. The Parties understand that the terms of the Community Redevelopment Agency shall require approval by the City Commission of New Smyrna Beach and shall obtain said approval to insure the redevelopment as provided herein.

14. PRORATION; TAXES. At Closing, pro-rations of income and expense and the apportionment of taxes shall be as follows:

(a) Income and Expenses. Not Applicable.

(b) Taxes. Real estate and personal property taxes and other assessments with respect to the Property for the year in which the Closing occurs shall be prorated as of the Closing Date. If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property are fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment. If the Property is not assessed as a separate parcel for tax or assessment purposes, then such taxes and assessments attributable to the Property shall be reasonably calculated based upon a calculation of the applicable taxes per acre of the parcel of which the Property is a part. If, as of the Closing, the Property is not being treated as a separate tax parcel, then the Buyer and Seller shall cooperate to ensure that the Property is assessed

(c) separately for tax and assessment purposes within no more than one year from the Closing Date.

(c) Special Assessments. In the event of any special assessments that are levied against the Property in the year of the Closing, such special assessments shall be allocated as follows: (I) Seller shall pay all special assessments related to improvements which have been substantially completed on or before the Closing; and (ii) Buyer shall pay all special assessments related to improvements which have not been substantially completed on or before the Closing.

The agreements of Seller and Buyer set forth in this Section 14 shall survive the Closing.

15. DEFAULT AND REMEDY.

(a) If Seller has performed its covenants and agreements hereunder but Buyer has breached its covenants and agreements hereunder and has failed, refused or is unable to consummate the purchase and sale contemplated herein by the date of Closing, Seller shall be entitled as its sole remedy to terminate the Agreement, in which case the \$25,000.00 deposit shall be delivered to Seller, and neither party shall have any further obligations hereunder other than such obligations as survive in accordance with the terms hereof. If Seller has breached its covenants and agreements under this Agreement and has failed, refused or is unable to consummate the purchase and sale contemplated herein by the date of Closing, then Buyer shall have the right as its sole remedies to (i) terminate this Agreement and have the Earnest Money shall refunded to Buyer, without thereby waiving any action for damages resulting from Seller's breach, and neither party shall have any further obligations hereunder other than such obligations as survive in accordance with the terms hereof, or (ii) specifically enforce the conveyance of the Property under this Agreement against Seller.

16. MISCELLANEOUS.

(a) Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; (iv) on the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service, addressed to such party at the address specified below; or (v) immediately if sent by facsimile during regular business hours, or at 8:30 a.m. local time on the next business day next following an after-hours, weekend or holiday notice sent by facsimile, provided that receipt for such facsimile is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section, the addresses and facsimile numbers of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to the Seller: Community Redevelopment Agency

Anthony Otte, Director
Community Redevelopment Agency
The City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

with copies to: Mark R. Hall, P.A.
124 Faulkner Street
New Smyrna Beach, FL 32168

Frank B. Gummey, III, Esquire
The City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

If to the Buyer: HIHO, LLC David M. Swentor, Registered Agent
672 Marina Drive, Suite 105
Charleston, SC 29492
Fax No: (843) 856-0653

with a copy to: Glenn D. Storch, P.A.
420 South Nova Road
Daytona Beach, FL 32118
Fax No: (386) 238-0988

(b) Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. The Prior Agreement is superseded and replaced in its entirety by this Agreement.

(c) Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

(d) Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

(e) Survival. All of the terms, conditions, covenants, representations, warranties and agreements of this Agreement shall survive and continue in full force and effect and shall be enforceable after the Closing.

(f) Governing Law. This Agreement shall be governed by the laws of the State of Florida and the laws of the United States pertaining to transactions in such State. All of the parties to this Agreement have participated freely in the negotiation and preparation

hereof; accordingly, this Agreement shall not be more strictly construed against anyone of the parties hereto.

(g) Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Buyer may not assign this Agreement without Seller's consent. Buyer shall have the right to assign this Agreement to an entity owned or controlled by Buyer or the shareholders of Buyer, but shall not be released from any liability contained in this Agreement.

(h) Binding Effect. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(i) Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

(j) Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

(k) Exhibits. All exhibits referenced in this Agreement are incorporated into this Agreement and made a part hereof.

(l) Authority. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

(m) Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterparts. Additionally, the parties hereto acknowledge and agree that any party may execute facsimile copies and said facsimile copies will have the same binding effect as executed original counterparts.

(n) Date of this Agreement. This Agreement shall not be effective unless signed by both Buyer and Seller. As used in this Agreement, the terms "date of this

Agreement” or “date hereof” shall mean and refer to the date when the last one of the Buyer and Seller has signed this Agreement.

(o) Acceptance. In the event that one party executes and delivers this Agreement to the other party, if the other party does not execute and deliver a copy thereof to the first party within ten (10) days of the date of execution by the first party, then the offer by the first party shall automatically be deemed terminated and of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

SELLER:

Date: _____

Linda DeBorde, Chairman
New Smyrna Beach Community Redevelopment
Agency

BUYER:

HIHO, LLC
a South Carolina limited liability company

Date: _____

By: _____
Name: _____
Title: _____

Approved by the City of New Smyrna Beach, Florida

Dated: _____

By: _____
Name: Adam Barringer
Title: Mayor, City of New Smyrna

EXHIBIT A-1

The East 10 feet of Lot 9, W.L. COOPER SUBDIVISION of the Robert Walker Grant, according to the map or plat thereof as recorded in Map Book 4, Page 96, of the Public Records of Volusia County, Florida, except that part in road right of way.

AND

Lot 48, except the South 10 feet of the West 40 feet thereof, Lot 49, Lot 79 and Lot 80, ASSESSOR'S SUBDIVISION OF THE ROBERT WALKER GRANT, according to the map or plat thereof as recorded in Map Book 3, Page 150, of the Public Records of Volusia County, Florida.

AND

The East 17 feet of Lot 3, Block 2, H.C. LONGSTREET REVISED SUBDIVISION, according to the map or plat thereof as recorded in Map Book 4, Page 160, of the Public Records of Volusia County, Florida, also described as the East 9 feet of Lot 78 and the West 8 feet of the East 17 feet of Lot 78, ASSESSOR'S SUBDIVISION OF THE ROBERT WALKER GRANT, according to the map or plat thereof as recorded in Map Book 3, Page 150, of the Public Records of Volusia County, Florida.

AND

Lots 18, 19 and 20, CORRECTED MAP OF H.C. LONGSTREET REVISED SUBDIVISION, according to the map or plat thereof as recorded in Map Book 8, Page 81, of the Public Records of Volusia County, Florida.

EXHIBIT B

Final Site Plan, which shall be supplied

Purchase and Sale Agreement

Draft Date 5/25/2010

EXHIBIT C

ESCROW PROVISIONS

1. Escrow Agent may hold the Earnest Money in an interest bearing account. The Escrow Agent shall not be responsible for any loss, diminution in value or failure to achieve a greater profit as a result of any such investments. Interest or other income earned on the Earnest Money shall be deemed a part of the Earnest Money for the purpose of this Agreement.

2. Notwithstanding anything in this Agreement to the contrary, in the event of a dispute between Buyer and Seller arising prior to or at the time of the delivery or other disposition of the Earnest Money by the Escrow Agent pursuant hereto, which dispute shall be sufficient, in the sole discretion of Escrow Agent, to justify its doing so, Escrow Agent shall be entitled to refuse to comply with any instruction for release of the Earnest Money and/or to pay the Earnest Money to Volusia County Clerk of Court, together with such legal pleadings as it may deem appropriate. Escrow Agent's determination of whether a dispute exists between Buyer and Seller shall be binding and conclusive upon all parties hereto, notwithstanding any contention that no dispute exists. All reasonable costs and expenses incurred by Escrow Agent in taking any action pursuant to this paragraph shall be covered by and paid pursuant to the indemnification of Escrow Agent contained in the following paragraph.

3. Buyer and Seller hereby jointly and severally agree to indemnify and hold Escrow Agent harmless from all losses, costs, claims, demands, expenses, damages and reasonable attorney's fees suffered or incurred by Escrow Agent in connection with it acting as Escrow Agent pursuant to this Agreement or any litigation or cause of action arising from or in connection with the Earnest Money, but excluding any of the foregoing resulting from or arising out of any willful misconduct or breach of trust by Escrow Agent. Buyer acknowledges and consents to Escrow Agent's serving as Seller's counsel in connection with this Agreement and any other transactions, disputes, or other matters relating directly or indirectly to the Agreement of Sale and Purchase or the Buyer. Seller shall be responsible for any fees payable to the Escrow Agent for its services provided hereunder.

4. It is understood and agreed by the parties to this Agreement as follows:

(a) The Escrow Agent is not a trustee for any party for any purpose, and is merely acting as a depository and in a ministerial capacity hereunder with the limited duties herein prescribed;

(b) The Escrow Agent has no responsibility in respect of any instruction, certificate or notice delivered to it other than to carry out the obligations undertaken in this Agreement and to follow the directions in such instruction or notice provided in accordance with the terms hereof;

(c) The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and may rely upon and act in accordance with the advice of its outside counsel, if any, without liability on its part for any action taken or omitted in accordance with such advice;

(d) The Escrow Agent may conclusively rely upon and act in accordance with any certificate, instruction, notice, or other written instrument believed to be genuine and to have been signed by the proper party or parties;

(e) The Escrow Agent shall not be required to defend any legal proceeding which may be instituted against it in respect of the subject matter of this Agreement unless requested to do so by the Buyer or the Seller and indemnified to the Escrow Agent's satisfaction against the cost and expense of such defense (which may include reasonable advancement of funds for such costs and expenses in Escrow Agent's discretion). If any such legal proceedings are instituted against it, the Escrow Agent agrees promptly to give notice of such proceeding to the Buyer and the Seller. The Escrow Agent shall not be required to institute legal proceedings of any kind;

(f) The Escrow Agent shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have either under this Agreement or generally, unless such waiver be in writing, and no waiver shall be valid unless it is in writing, signed by the Escrow Agent, and only to the extent expressly therein set forth. A waiver by the Escrow Agent under the terms of this Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion;

(g) The Escrow Agent may resign as such hereunder by giving thirty (30) days' written notice thereof to the Buyer and the Seller. Within ten (10) days after receipt of such notice, the Buyer and the Seller shall furnish to the Escrow Agent written instructions for the release of the Escrow Account. If the Escrow Agent shall not have received such written instructions as provided above, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent and, upon such appointment, deliver the Earnest Money to such successor; and

(h) The Escrow Agent shall not be responsible for any delay in the electronic wire transfer of any funds.



Sent via Email

April 29, 2010

Mr. Tony Otte
CITY OF NEW SMYRNA BEACH
210 Sams Avenue
New Smyrna Beach, FL 32168

06-11579.07RRR

SUBJECT: Additional Services for the New Smyrna Beach CRA - Financial Review of Hotel Proposal on the Flagler Avenue Site in New Smyrna Beach, Florida.

Dear Mr. Otte:

We are writing to you in reference to our financial review of the hotel proposal for the Flagler Avenue site in New Smyrna Beach, Florida.

We understand the City of New Smyrna Beach put out an RFP for two pieces of property on Flagler Avenue within the CRA. The city received a proposal for a Hampton Inn and Suites to be developed on the site by Premiere Development Group. The City has been carefully evaluating the proposal prior to moving forward, and as part of that review has asked RCLCO to analyze the likely financial performance of the proposed hotel to ensure that the proposed project is legitimate and a good use of CRA funds.

With that in mind, RCLCO has completed the following scope of work:

- 1) Reviewed materials related to the proposal including the proposal from the developer, the RFQ, and related project files.
- 2) Consulted with industry experts (RCLCO has colleagues that specialize in hotel development industry) regarding the proposal, assumptions, and financing.
- 3) Reviewed and analyzed Smith Travel data for the area relative to historical and current to hotel performance, in terms of average daily rates (ADR), and occupancy, and compared results of the analysis to information provided by Premiere Development Group.
- 4) Prepared our own market assumptions and other data inputs necessary to construct a pro forma financial model for the proposed development. Our revenue assumptions for the analysis were based on our market analysis results above, and we reviewed cost information provided by Premiere Development Group and third party sources.
- 5) Evaluated the likely financial performance of the proposed development via discounted cash flow analysis. Compared the financial performance of both our market-based numbers and the assumptions on performance provided to us by Premiere Development Group.

Findings and Conclusions

RCLCO's financial model indicates that a hotel like that proposed by Premiere in the CRA should be financially feasible under today's market conditions, based on our understanding of the demand for hotel rooms in the area, the cost to build and operate a hotel in New Smyrna Beach and the anticipated room rates, occupancy rates, and expenses associated with such an enterprise. Using generally "market rate" assumptions the financial model shows positive cash flow for the hotel. Our analyses indicated the likelihood of positive returns on the equity in the range typically desired by private investors, which is required for the project to be deemed financially feasible.

Current State of the Hotel Market

- Although hotels have been one of the commercial real estate segments most severely impacted by the recession, most hotel industry experts believe the lodging business has already begun a slow recovery, more so for transient business than group
- Demand fundamentals are improving, and there is not a lot of new product in the pipeline, which should facilitate the recovery
- Smith Travel Research expects that occupancies in 2010 will be flat, and that RevPAR (revenue per available room) will drop by 3.2% due to continued weakness in group business
- Smith Travel's forecasts vary by market segment, with economy class properties expected to perform the worst in the near term, with RevPAR down 6.7%; mid-scale properties without big food and beverage operations are projected to perform the best
- In 2011 occupancy rates are expected to increase 2%, with RevPAR increasing 4.2%

In general, we believe a hotel is a good opportunity in the CRA. New Smyrna Beach has historically benefitted from strong tourism demand due to its location on the Atlantic Coast, beach recreation, and laid back charm. Although tourism demand fell during the recent recession it is expected to continue to bounce back over the next several years. There is only one branded, major hotel in New Smyrna Beach (Holiday Inn). Most of the hotel supply up and down the coast from New Smyrna Beach was built in the early 1980's. The 22 year-old Holiday Inn property reportedly attracts 65% of its business from leisure traveler; its average daily rate is estimated at \$115; although they would not disclose occupancy levels, average occupancy levels in the market area are about 65% (per Smith Travel Data). The average daily rate among the nine hotel properties surveyed for this assignment is \$101 (ADR for New Smyrna Beach's competitive set hotels in surrounding coastal area).

The lack of new hotel supply in New Smyrna and the surrounding areas is positive for the development of a new hotel in CRA generally and for the above referenced Flagler Avenue property. Due to lack of supply most visitors to New Smyrna Beach stay in a condo or timeshare. The Visitors Bureau reports unmet demand for hotels with event space serving both leisure and business guests. According to a statistical demand forecast up to 400 new hotel rooms are potentially supportable within Volusia County in the over the 10 years, and New Smyrna Beach is well-positioned to capture a share of this growth in demand.

Proposed Hotel

Premiere Development Group, based in Charleston, SC, proposes a limited service hotel be developed in the CRA, to be affiliated with the Hampton Inn brand, comprised of 67,575 square feet of building area for 112 rooms, 62 parking spaces, 1,250 square feet of meeting space, outdoor pool, exercise room, business center. It will be the first significant new hotel development in New Smyrna Beach since 1988. The hotel will be situated on three parcels, one purchased from a private owner for \$2,350,000, and the two subject property parcels currently owned by the City of New Smyrna Beach, a few blocks from the beach. Developer's assumptions include the property being managed by a professional management company at the standard 3% of revenues management fee, developer to pay Hilton Hotels Corporation a 4% of rooms revenue

royalty fee plus a 4% of rooms revenue marketing assessment, along with reservations fees paid to Hilton.

The City's properties are two contiguous lots, 207 and 215 Florida Avenue, New Smyrna Beach, in the commercial corridor behind the Flagler Avenue historic retail district, within walking distance of restaurants, shopping and beach recreation. Parcel 207 is approximately 18,300 square feet in size, and Parcel 215 is approximately 21,380; Pomeroy's appraisal estimated market value of 207 at \$256,000, 215 at \$299,000, for total of \$555,000 as of July 2009, while Diversified Property Specialists appraised the combined properties at \$1,150,000. We also understand there is a recent appraisal closer to the Pomeroy estimate.

Financial Model

As stated earlier, RCLCO's financial model indicates that a hotel like that proposed by Premiere in the CRA should be financially feasible under today's market conditions, based on our understanding of the costs to build and operate a hotel in New Smyrna Beach and the anticipated room rates, occupancy rates, and expenses associated with such an enterprise.

Although RCLCO has not reviewed Premiere Development's financial model for the property, RCLCO has prepared a financial model for a hypothetical hotel on the same property being considered by Premiere. The model was prepared using two sets of assumptions; those developed by RCLCO in the course of our work for the City of New Smyrna Beach and those gleaned from conversations with Premiere Development and reviews of other hospitality studies completed for this market area.

We assumed that the hotel would open in 2012, be comprised of 112 rooms, at an initial ADR of \$124 per night and occupancy of 63%. We assumed based on current market data and the expected market recovery that the ADR could be increased to \$147 per night by 2017, and that occupancies would improve to 71%. We assumed a construction budget of \$11,300,000, plus interest on the construction loan and loan origination fees of \$1,276,160. The construction budget assumes a development fee of 3%. We assumed based on developer's input that the interest rate on the loans would be 6.95%, comprised of a combination of SBA 504 loan at 5% and conventional financing at 8% amortized over 20 years, with the balance of costs being provided by equity investors. Operating expenses were estimated by major expense category on a percentage basis, at about 70% overall of revenue from operations. We assumed the cost of the land to be the land already purchased from a third party for \$2,350,000 plus land purchased from the City of New Smyrna Beach at the value of the lowest appraisal and at an average of the appraisal values. In both cases our analyses indicated the likelihood of positive investment returns on the equity in the range typically desired by private investors, though the higher the land value, the lower the return. Using these generally "market rate" assumptions the financial model shows positive cash flow for the hotel, as an indication of financial feasibility.

We prepared a second analysis, this time using the developers slightly more optimistic assumptions about achievable ADR and occupancy, which obviously results in a slightly better financial outcome. Again, we assumed that the hotel would open in 2012, be comprised of 112 rooms, but in this case at an initial ADR of \$127 per night and occupancy of 63%, with ADR increased to \$156 per night by 2017, at occupancy of 74%. We assumed the same construction budget of \$11,300,000, including a development fee of 3%. The model assumes interest on the construction loan and loan origination fees of \$1,276,160, interest rate on the loans at 6.95%, comprised of a combination of SBA 504 loan at 5% and conventional financing at 8% amortized over 20 years, with the balance of costs being provided by equity investors. Operating expenses were estimated by major expense category on a percentage basis, at about 70% overall of revenue from operations. We assumed the cost of the land to be the land already purchased from a third party for \$2,350,000 plus land purchased from the City of New Smyrna Beach at the value of the lowest appraisal and at an average of the appraisal values. In both cases our analyses indicated the likelihood of positive investment returns on the equity in the range typically desired by private investors, though the higher the land value, the lower the return. Using these generally "market rate" assumptions the financial model shows positive cash flow for the hotel, as an indication of financial feasibility.

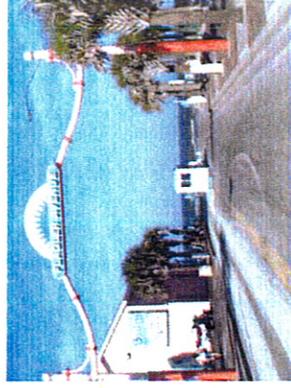
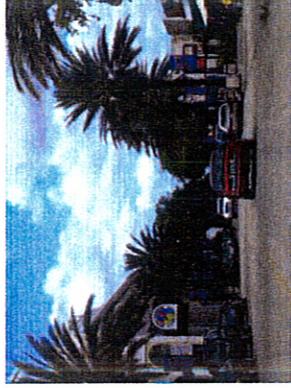
We also received a number of letters from real estate and hospitality industry professionals indicating their confidence in David Swentor and Premiere Development. These have been forwarded to you separately.

We appreciate the opportunity to be of service to the City of New Smyrna Beach and look forward to working with you again in the future.

Very truly yours,

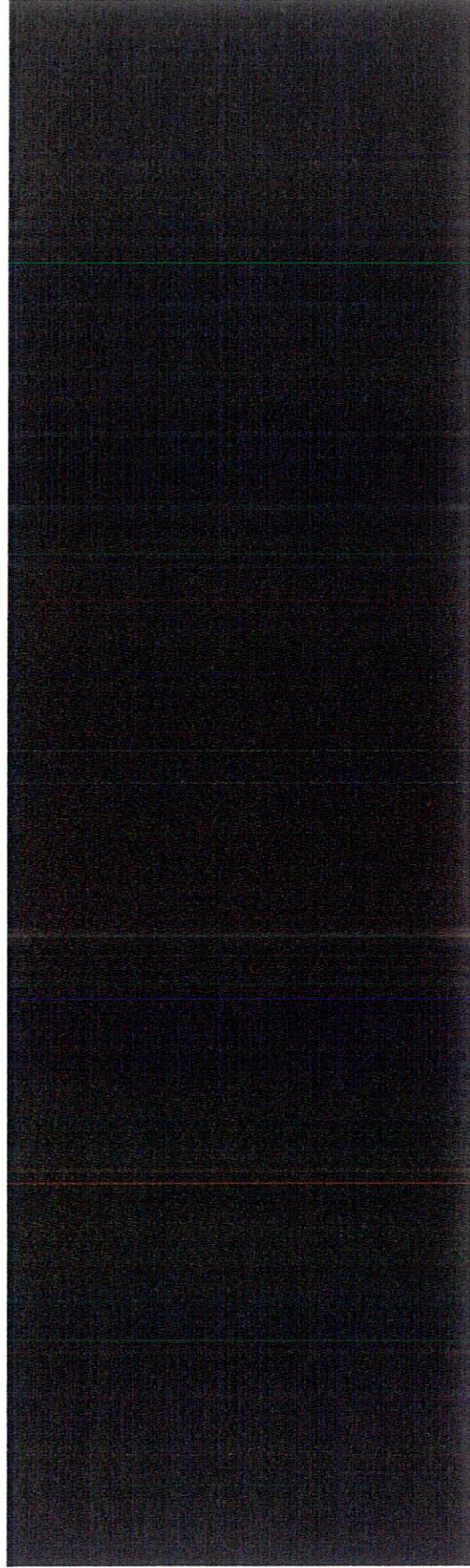
A handwritten signature in black ink, appearing to read "Gregg T. Logan". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Gregg T. Logan
Managing Director



Additional Services for the New Smyrna Beach CRA - Financial Review of Hotel Proposal on the Flagler Avenue Site in New Smyrna Beach, Florida

New Smyrna Beach CRA | April 2010



RCL

ROBERT CHARLES LESSER & CO. REAL ESTATE ADVISORS

BACKGROUND, OBJECTIVES, METHODOLOGY

Report Preparation

Gregg Logan, Managing Director
Adam Ducker, Managing Director
Melina Duggal, Senior Principal
Orlando, FL (407) 515-6592

Background and Objectives

RCLCO was retained by the New Smyrna Beach CRA to provide advisory services relative to a proposal for a Hampton Inn and Suites to be located on CRA property by Premiere Development Group. The City is currently in the process of analyzing the proposal prior to moving forward, and has asked RCLCO to analyze the likely financial performance of the proposed hotel to ensure that the proposed project is likely to succeed and thus represents a good use of CRA funds.

Methodology

RCLCO has reviewed materials related to the proposal, considered the developer's financial assumptions, and analyzed hotel performance data for the area to evaluate the degree to which the developer's assumptions concerning Average Daily Rate (ADR), occupancy, and other indicators line up with market expectations. We have prepared this brief Executive Report summarizing our key findings, conclusions and recommendations under this task.

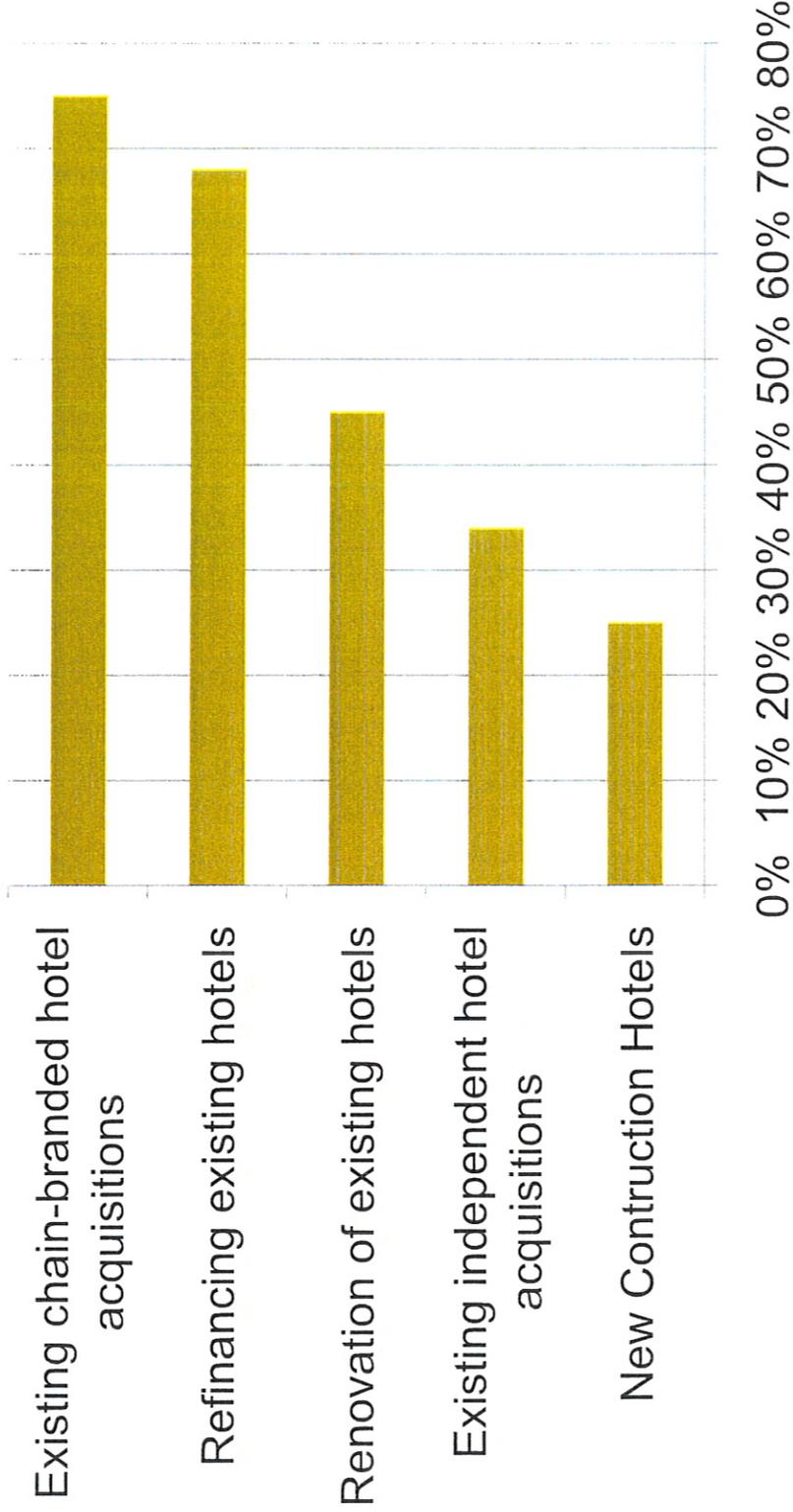


HOTEL MARKET OVERVIEW

2010 STATE OF HOTEL INDUSTRY - OVERVIEW

- Location, location, timing...it took the hotel industry seven years to fully recover from the recession following 9/11
- Although hotels have been one of the commercial real estate segments most severely impacted by the recession, most hotel industry experts believe the lodging business has already begun a slow recovery, more so for transient business than group
- Demand fundamentals are improving, and there is not a lot of new product in the pipeline, which should facilitate the recovery
- Smith Travel Research expects that occupancies in 2010 will be flat, and that RevPAR (revenue per available room) will drop by 3.2% due to continued weakness in group business
- Smith Travel's forecasts vary by market segment, with economy class properties expected to perform the worst in the near term, with RevPAR down 6.7%; mid-scale properties without big food and beverage operations are projected to perform the best
- In 2011 occupancy rates are expected to increase 2%, with RevPAR increasing 4.2%

TYPES OF HOTEL PROJECTS LIKELY TO GET FINANCING



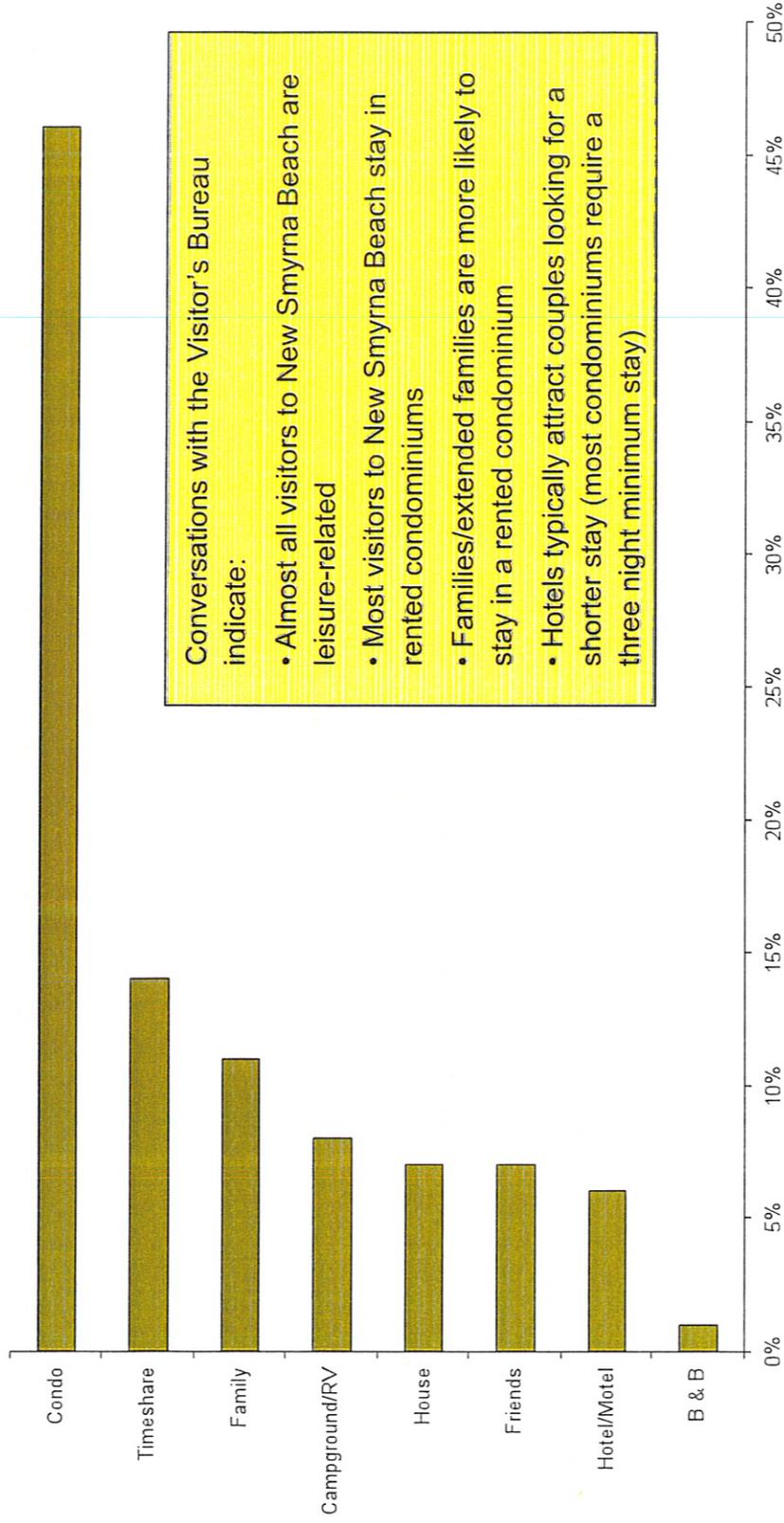
In January and February 2010, HVS conducted a survey of 800 lenders to gather their input about the current conditions of lending in the hospitality sector; 44 responded for a response rate of roughly 5.5%; of those, 25% indicated a willingness to lend to new development

HOTEL APPEARS TO BE A STRONG OPPORTUNITY IN THE CRA

- ▶ New Smyrna Beach is situated in Volusia County, which has historically benefitted from strong tourism demand due to its location on the Atlantic Coast, beach recreation, and laid back charm
- New Smyrna Beach voted Florida's Best Beach by the readers of the Orlando Sentinel
- Demand has fallen during the recent recession but is expected to bounce back over the next several years
- ▶ Lack of new hotel supply in the surrounding areas is positive for the development of a new hotel in CRA generally and at the subject property
- ▶ Most visitors to New Smyrna Beach stay in a condo or timeshare; probably due to the minimal hotel supply in the area
- There is only one branded, major hotel in New Smyrna Beach (Holiday Inn)
- ▶ The Visitors Bureau reports unmet demand for hotels with event space serving both leisure and business guests
- ▶ According to statistical demand forecast up to 400 new hotel rooms are potential supportable within Volusia County in the over the 10 years – New Smyrna Beach is well-positioned to capture a share of this demand

MOST VISITORS TO NEW SMYRNA BEACH STAY IN A CONDO OR TIMESHARE

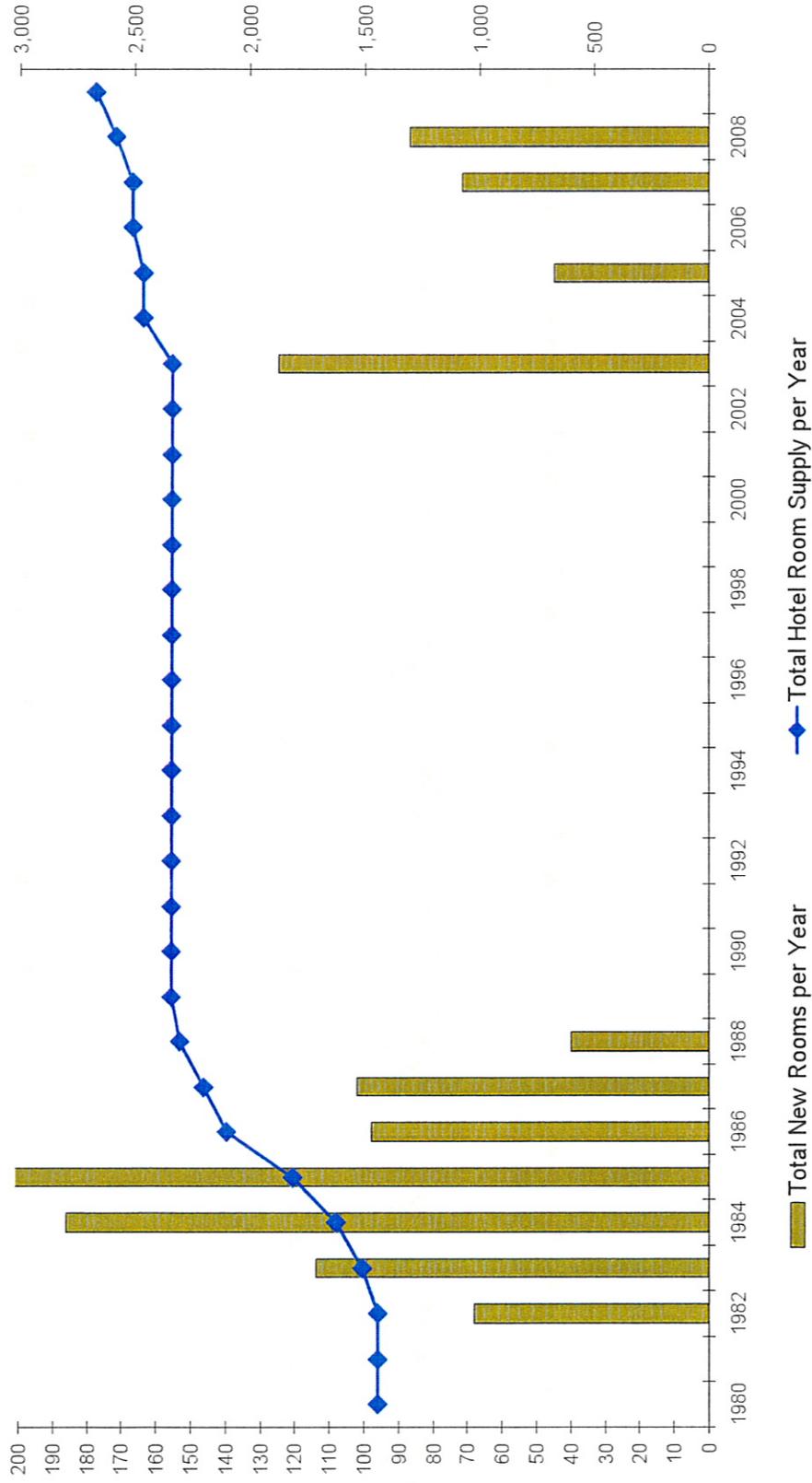
Type of Accommodation Stayed in According to Visitor Guestbook
2008



SOURCE: New Smyrna Beach Visitor's Bureau

MOST OF THE HOTEL SUPPLY IN THE AREA SURROUNDING NEW SMYRNA BEACH WAS BUILT IN THE EARLY 1980'S

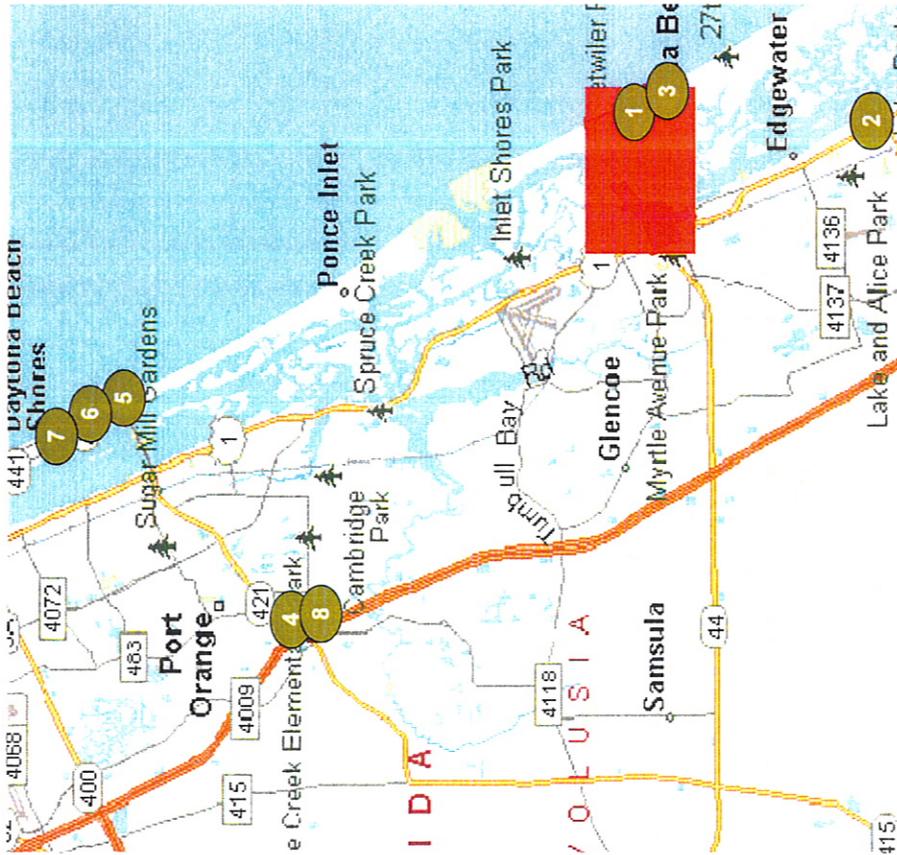
Total Hotel Rooms within a Ten Mile Radius of New Smyrna Beach 1980 to 2008



SOURCE: Volusia County Property Appraiser, RCLCO

LOW PERCENTAGE OF GUESTS STAYING IN HOTELS DUE TO THE MINIMAL HOTEL ACCOMMODATIONS IN NEW SMYRNA BEACH

Major Hotels Near the CRA



MAP KEY	HOTEL	# ROOMS	CURRENT RATES	AVG. OCC.
1	Holiday Inn & Suites New Smyrna Beach	102	\$94 to \$180	WND
2	Best Western Edgewater Inn	45	\$89 to \$134	WND
3	Islander Beach Resort	114	WND	WND
4	La Quinta Inn & Suites Port Orange	72	\$79 to \$109	40%
5	Days Inn Daytona Beach Tropical Seas	75	\$93 to \$114	80%
6	Palm Plaza Oceanfront Resort	102	WND	WND
7	Hampton Inn Daytona Bch Shores Oceanfront	114	\$110 to \$174	WND
8	Country Inn & Suites Port Orange	87	N/A	N/A

 Subject Area

WND = Would not Disclose
 * According to the Visitor's Bureau, this hotel is usually close to full occupancy
 SOURCE: RCLCO

MARCH 2010 HOTEL UPDATE - PROPERTIES SURVEYED:

Hotels Included in Sample	Number of Rooms
Courtyard Coca Beach	155
Hampton Inn Cocoa Beach	150
Courtyard Melbourne West	146
Holiday Inn & Suites St. Augustine Historic	121
Hampton Inn Daytona Bch Shores Oceanfront	114
Holiday Inn & Suites New Smyrna Beach	102
Hilton Garden Inn St. Augustine Beach	83
Fairfield Inn & Suites Melbourne	83
Hampton Inn St. Augustine Historic District	53
Total	1,007
Average	112

SOURCE: SMITH TRAVEL DATA

HOTELS IN NSB'S COMPETITIVE SET 2001 - 2009

Note: Separately, year to date data shows occupancy improved over 2009 to 65%; rates flat

Year	Average Room Count	Available Room Nights	Room Nights Change	Occupied Room Nights	Change	Occupancy	Average Rate	Change	RevPAR	Change
2001	779	284,335		195,338		68.7%	\$92.52		\$63.56	
2002	890	324,749	14.2%	218,556	11.9%	67.3%	\$91.93	-0.6%	\$61.85	-2.7%
2003	900	328,500	1.2%	236,849	8.4%	72.1%	\$94.69	3.0%	\$68.24	10.3%
2004	862	314,592	-4.2%	244,753	3.3%	77.8%	\$98.02	3.5%	\$76.29	11.8%
2005	912	332,916	5.8%	237,369	-3.0%	71.3%	\$108.21	10.4%	\$77.14	1.1%
2006	924	337,260	1.3%	229,337	-3.4%	68.0%	\$116.42	7.6%	\$79.16	2.6%
2007	924	337,260	0.0%	222,592	-2.9%	66.0%	\$118.30	1.6%	\$78.13	-1.3%
2008	1,000	364,982	8.2%	221,544	-0.5%	60.7%	\$111.25	-6.0%	\$67.54	-13.6%
2009	1,007	367,555	0.7%	232,295	4.9%	63.2%	\$101.37	-8.9%	\$64.06	-5.2%

SOURCE: SMITH TRAVEL DATA

LODGING RATES AND OCCUPANCY

- The Holiday Inn & Suites New Smyrna Beach is the only branded property currently in the market
- The 22 year-old property reportedly attracts 65% of its business from leisure travelers
- Its average daily rate is estimated at \$115
- HISNSB would not disclose occupancy levels; average occupancy levels in the market area are about 65%
- New Smyrna Beach Condominium rentals average daily rate is about \$105, and report over 70% occupancy
- The average daily rate in the competitive set is \$101



MARKET AREA PERFORMANCE AND FORECAST

Year	Avg Daily Rm Count	Avail Rm Nights	Change	Occ Rm Nights	Change	Occupancy	Avg Rate	Avg Rate Change	RevPAR	RevPAR Change	Avg Rate New Hotel
2001	779	284,335		195,338		68.7%	\$92.52		\$63.56		
2002	890	324,749	14.2%	218,556	11.9%	67.3%	\$91.93	-0.6%	\$61.85	-2.7%	
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2009	1,007	367,555	0.7%	232,295	4.9%	63.2%	\$101.37	-8.9%	\$64.06	-5.2%	
2010						63.2%	\$101.00		\$63.83		\$111.10
2011						65.2%	\$103.02		\$67.17	5.2%	\$113.32
2012						67.2%	\$106.11		\$71.31	6.2%	\$117.78
2013						69.2%	\$111.42		\$77.10	8.1%	\$124.23
2014						71.2%	\$116.99		\$83.29	8.0%	\$131.03

Looking at historical trend data for the market area from Smith Travel, RCLCO has forecast where rates could be going for the next couple years (modest increase); assume in far right column that a new Hampton Inn could command rates about 10% to 12% higher than the market overall, reasonable for a new property

THE NEW SMYRNA BEACH VISITOR'S BUREAU INDICATES THERE IS STRONG DEMAND FOR HOTELS WITH EVENT SPACE



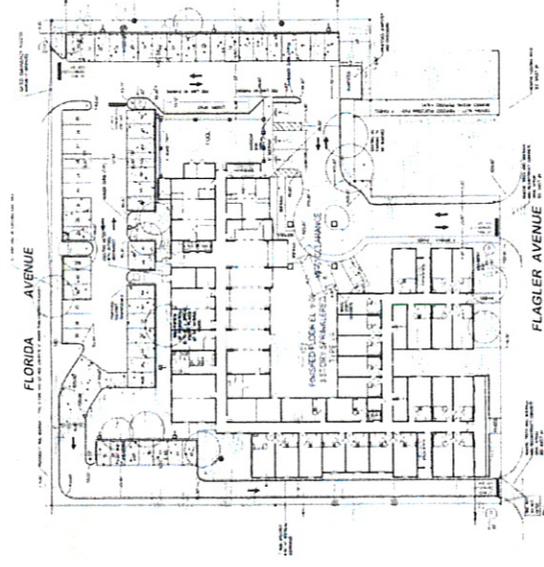
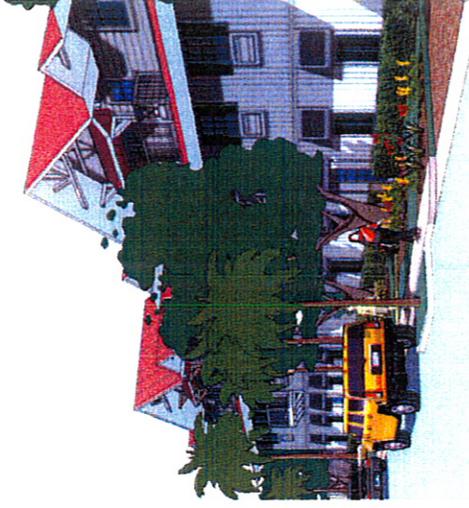
- ▶ Visitor's Bureau says strong demand for event space
 - Currently, the most popular spaces are Volusia Fairgrounds, Brannon Center (~200 people), Hidden Lakes (~250 people), and Sugar Mill (~600 people)
- ▶ Weddings are the most popular type of event
- ▶ Reports strong demand for business events however these types of events usually require the hotel to be co-located with the event space, an accommodation not currently available within New Smyrna Beach



SUBJECT PROPERTY AND PROPOSED HOTEL

PROPOSED HOTEL

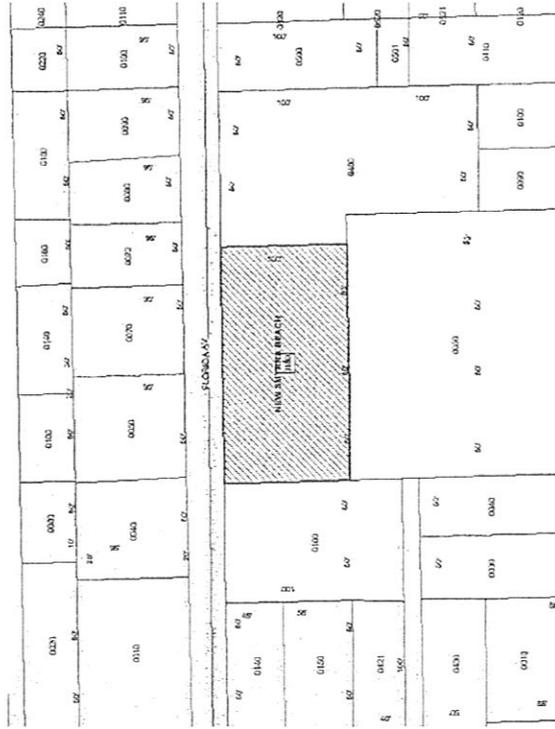
- Premiere Development Group, based in Charleston, SC, proposes a limited service hotel to be affiliated with the Hampton Inn brand, comprised of 67,575 square feet of building area for 112 rooms, 1,250 square feet of meeting space, outdoor pool, exercise room, business center
- Will be the first significant new hotel development in New Smyrna Beach since 1988
- The hotel will be situated on three parcels, one purchased from a private owner for \$2,350,000, and the two subject property parcels currently owned by the City of New Smyrna Beach, a few blocks from the beach
- Assumptions include the property being managed by a professional management company at the standard 3% of revenues management fee, developer to pay Hilton Hotels Corporation a 4% of rooms revenue royalty fee plus a 4% of rooms revenue marketing assessment, along with reservations fees paid to Hilton



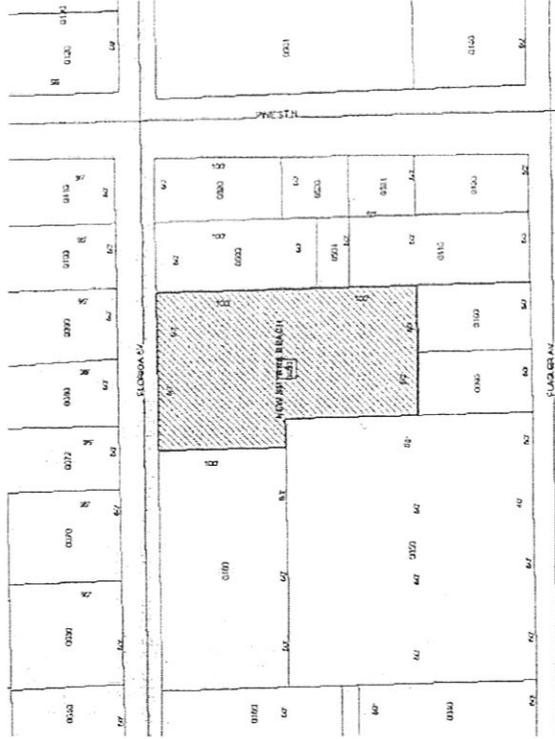
SUBJECT PROPERTIES – New Smyrna Beach CRA

- Two contiguous lots, 207 and 215 Florida Avenue, New Smyrna Beach, in the commercial corridor behind the Flagler Avenue historic retail district, within walking distance of restaurants, shopping and beach recreation
- Parcel 207 is approximately 18,300 square feet in size, and Parcel 215 is approximately 21,380; Pomeroy estimated market value of 207 = \$256,000, 215 = \$299,000, for total of \$555,000 as of July 2009, while Diversified Property Specialists appraised the combined properties at \$1,150,000.

SUBJECT PARCEL MAP 207 FLORIDA



SUBJECT PARCEL MAP 215 FLORIDA



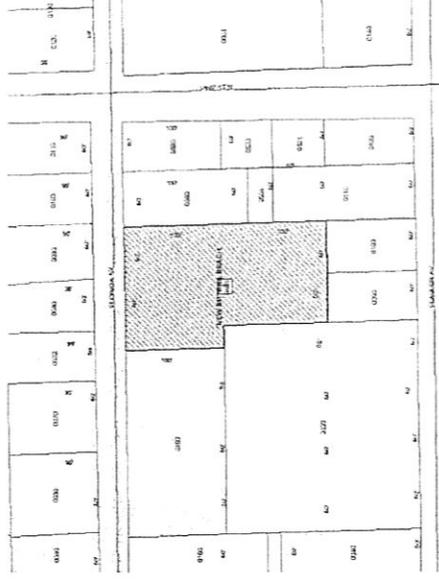
SUBJECT PROPERTY AND REQUEST FOR PROPOSALS

- City of New Smyrna Beach, Florida, CRA issued an RFP for the joint use of properties located at 207 and 215 Florida Avenue in the City of New Smyrna Beach currently owned by the CR
 - “The CRA reserves the right to accept any proposals deemed to be in the best interest of the City, to waive any irregularities in any proposals, or to reject any and/or all proposals and to re-advertise for new proposals
 - City will consider the proposer’s experience, capabilities, and financial strength, the terms and conditions offered for acquisition, lease or joint use of the property, the market and economic viability of the proposed project concept and the appropriateness of the proposed development design”

SUBJECT PARCEL MAP 207 FLORIDA

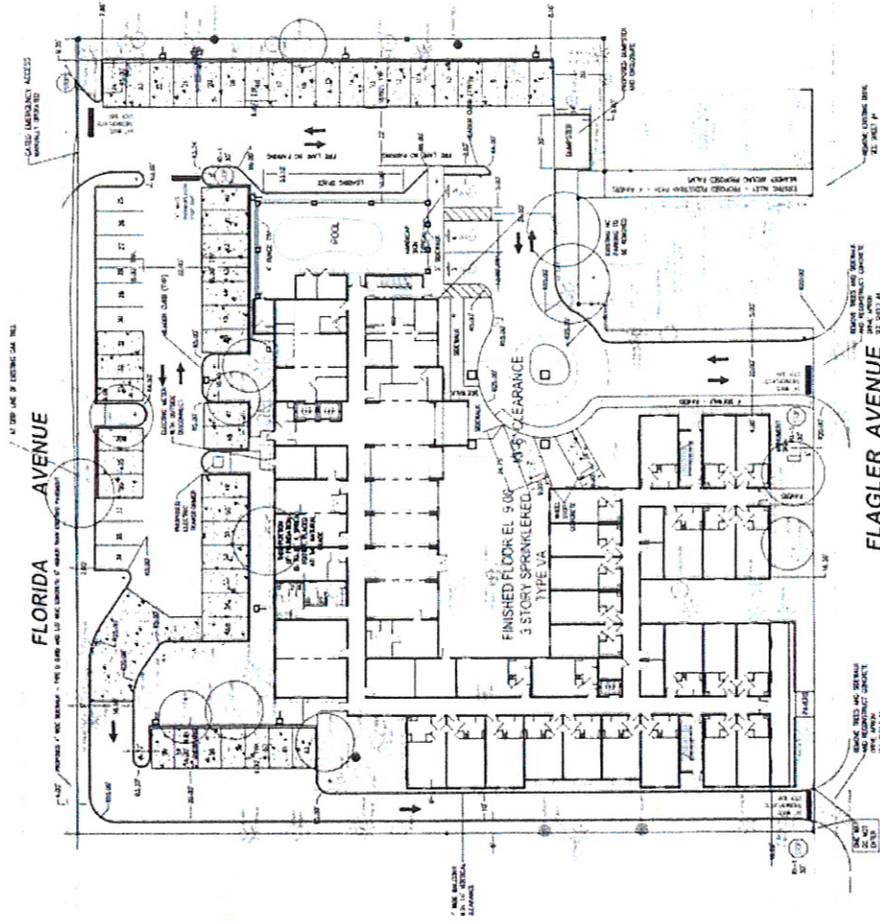


SUBJECT PARCEL MAP 215 FLORIDA



PREMIERE DEVELOPMENT, DAVID SWENTOR

- Premiere Development responded to the RFP with a proposed 112 room hotel on 1.7 acres (CRA plus adjacent property)
- 67,575 total square feet of building, with 62 parking spaces



RCLCO: LEADING KNOWLEDGE SOLUTIONS PROVIDER TO THE REAL ESTATE INDUSTRY

- ▶ 10,000 engagements since 1967
- ▶ Offices in Washington, DC, Los Angeles, Orlando, Atlanta
- ▶ Projects throughout the US, Caribbean, Latin America, Europe, the Middle East, and SE Asia
- ▶ Clients include:
 - Developers and Corporations
 - Financial Institutions
 - Hospitality and Recreation Companies
 - Public and Non Profit Organizations
 - Professional Service Firms
- ▶ RCLCO Team comprised of:
 - Developers
 - Analysts
 - Architects and Planners
 - Capital Markets Experts



RCLCO – WHO WE ARE, WHAT WE DO

Strategy

- ▶ Corporate
- ▶ Portfolio
- ▶ Asset
- ▶ Green

Feasibility

- ▶ Market Demand Analysis
- ▶ Financial Optimization
- ▶ Fiscal & Economic Impact
- ▶ Consumer Research
- ▶ Product Segmentation, Positioning & Pricing
- ▶ Amenity Programming

Transaction

- ▶ Valuation Services
- ▶ Public/Private Partnerships
- ▶ Structured Finance (Public & Private)
- ▶ Mergers and Acquisitions
- ▶ Capital Formation
- ▶ Dispositions
- ▶ Work-out & Restructuring

Implementation

- ▶ Entitlements
- ▶ Project Team Formation
- ▶ Development Concept & Design
- ▶ Stakeholder Engagement
- ▶ Project Management
- ▶ Owner Representation
- ▶ Portfolio & Asset Management



RCLCO – PROPERTY TYPE AND PROJECT EXPERTISE

Residential

- ▶ Master-Planned Communities
- ▶ Apartments, Condominiums
- ▶ Single-Family, Townhomes
- ▶ Active Adult Communities
- ▶ Independent, Assisted Living, CCRC
- ▶ Second Home Communities
- ▶ Affordable/Workforce Housing
- ▶ Conservation Communities

Hotel, Condo-Hotel

- ▶ Conference/Convention Hotel
- ▶ Beach, Mountain, Lake Resorts
- ▶ Casino, Marina

Office/Industrial/Campus

- ▶ Office Parks
- ▶ R&D/Industrial
- ▶ University/Medical Campus

Retail

- ▶ Lifestyle/Entertainment Centers
- ▶ Neighborhood Centers
- ▶ Regional/Super Regional Malls

Other

- ▶ Transit-Oriented Development
- ▶ Mixed-Use
- ▶ Adaptive Reuse
- ▶ Brownfield Redevelopment
- ▶ Downtown and Corridor Revitalization



City Commission Meeting 5/11/10

- City Commissioners' questions and comments pertaining to the Flagler Ave Hotel Project update
 - ✓ Responses by Tony Otte, CRA Director

Commissioner Reiker:

- "If we were not building a hotel, who would pay the \$86,500 and \$21,420...., because it's not serving the hotel?"
- ✓ The buyer of the property would pay these costs. In this case, the Utilities Commission is charging the buyer for the cost of the relocation of the electric, which is estimated to cost up to \$86,500. The CRA is offering to pay this cost as part of an incentive package to the hotel developer. Regarding the easement, the CRA is offering to pay \$21,420 as an incentive as it represents half the land value of the easement. The easement is for electric lines and a transformer that do not serve the hotel; hence the rationale for the offer of this value as an incentive.
- Is there a possibility that there won't be any TIF at all?
- ✓ If the hotel is not built by December 31, 2013, there would be no TIF. The CRA sunsets in May of 2015 and tax bills go out in November based on the tax roll that is set on January 1. If the hotel is completed in 2014, it will go on the January 1, 2016 tax roll and the first tax bill will come out in November of 2015 – after the CRA sunset. The contractor believes that the hotel will be completed in 10 to 12 months, by December 31, 2011. In such case the hotel would go on the tax roll January 1, 2012 and there would be three years of TIF (tax bills going out in November of 2012, 2013, and 2014). Please note that the PUD has a requirement that the property be conveyed before August 9, 2010 and the hotel be built by December 31, 2012. The proposed contract is structured to encourage the developer to keep the deadlines since the incentives are not paid until the hotel is built.
In addition, please see the attached spreadsheet. Even with the most optimistic construction schedule, the agreement provides that the developer keeps the TIF until he is reimbursed for his \$325,000 impact fee payment. It is estimated that this would leave the CRA with \$29,132 if Bert Fish continues to participate in the CRA, and no TIF if Bert Fish does not participate in the CRA.

Commissioner Hathaway:

- Current assessed value \$665,260 – Heffington dropped their appraisal between August 2009 and March 2010 by 1/3; Bauer property currently assessed at \$734,400 yet privately sold to the Developer for \$2 Million; Why is the City taking a bath on their basic evaluation of the property?
- ✓ There are several reasons for the drop in value of the CRA property as compared to the reported price of the Bauer property: 1. The developer says that he has had a contract on the Bauer property for three years, which was near the height of the values assigned to real estate parcels. The hotel developer reports that he has maintained an active contract on the

Bauer property during this period of declining values; 2. The appraiser reports that the CRA property is not comparable in value to the Bauer parcel, as it is not located on the commercial street but rather on a residential street. 3. The appraiser says the value determined in the review appraisal reflects the area's declining property values. Additional note: RCLCO's analysis looked at the value of the property from an income rather than a market perspective, and said the project could support a higher property value; however, the report also listed the difficult market conditions that the project is facing.

- Is room value evaluation based on local numbers or are these Hampton's numbers or a National average?
- ✓ The report lists data collected by both RCLCO (p. 8) and Smith Travel Data (p. 10) for the New Smyrna Beach market area, with specific references to the Holiday Inn and Suites (pp. 8, 9,11)

- Site plan approval is split between the hotel proper and the new purchased property for additional parking. (I) was told that, in light of the franchise agreement Hampton was requiring 98 spaces; parking (should be) part of the planning process, (with) site plan development to include extra parking spaces (the) developer is currently involved in, (and) Gail would prefer site plan with parking and hotel combined instead of separate.
- ✓ The City's Land Development Code provides that the additional parking lot for the hotel may be considered as a separate site plan. As a separate site plan, approval is needed only from the Plan Review Committee. Since the use of the property is already a permitted use under its current zoning, the parking site plan (if considered separately) would not require City Commission or Planning and Zoning Board approval.

- Have we done any research to see if the proposed incentive package is above or below industry average;
- ✓ In my experience redevelopment agreements are location specific, reflecting the difficulty of attracting a development and the amount of investment to be made. While there are common types of incentives – such as the payment of impact fees, building permit and inspection fees, the return of TIF payments, the sale of property at a discount or even the conveyance of property at no cost – there is no “industry average” that I am aware of. I asked Gregg Logan of RCLCO and he gave a similar answer – there are commonly used incentives, but the agreements vary depending on local conditions.

- Wants to get a handle on exactly what the Developer has to pay and what amount of incentives the CRA gives, so that there is no confusion on the incentives.
- ✓ This topic is covered in the agenda item cover memo and itemized in the agreement. The developer has to pay the cost of the property (\$500,000) as well as the closing costs that are typically assigned to the buyer. The developer will also pay a fee for resolving the annual parking leases currently on site (\$8,400 – see below). The CRA will pay the closing costs that are typically assigned to the seller (title insurance, etc). At the issuance of the Certificate of Occupancy, the CRA will provide:
 - \$325,000 which is half of the developer's impact fee

- Up to \$86,500 for the actual cost of installing the underground electric line and the pad-mounted transformer to serve the businesses adjacent to the east side of the property;
 - A payment of \$21,420, representing the value of half of the easement area.
- In addition, the developer will be permitted to keep the TIF until he is reimbursed for his half of the impact fee. In effect, the CRA is offering to pay the entire impact fee while encouraging an expeditious construction schedule.
- The biggest change is the sales price of the property ~ the Property Appraiser shows it at \$665,000 and CRA sells it for \$500,000.
 - ✓ I believe that City Commissioners were provided a copy of the review appraisal dated March 15, 2010, but I will provide a copy of it upon request. I have asked the appraiser to attend the June 8 City Commission meeting, as well as the consultant from RCLCO.
 - Questions on the total amount of City taxes from the excel spreadsheet
 - ✓ Please find attached a copy of an updated spreadsheet on anticipated TIF revenues. The update reflects the value of construction that was filed with the building permit application materials. Based on a conservative value at 80% of the estimated sales prices, and the construction value, it is estimated that one year of TIF revenue with Bert Fish would be \$118,044; without Bert Fish, one year of TIF revenue would be \$85,446.
 - Will City get taxes on two parcels coming back on tax roll (need separate tax rolls)
 - ✓ Yes.
 - Vacant appraised value vs. developed appraised value
 - ✓ This information is on the spreadsheet. The current appraised value for the three parcels is \$1,399,660; the estimated appraised value of the same vacant parcels after the sale is \$2,000,000.
 - Would like to have answers prior to the next meeting

Mayor:

- Is there enough parking and are the leases taken care of? This has not really come before the City Commission in clarity.
- ✓ Hotel parking: The PUD requires that the hotel have at least 52 parking spaces on site. David Swentor has told me that his franchise requires him to have about 24 parking spaces in addition to what is on site. He is hoping to satisfy this franchise requirement with the parking on the former Anderson property immediately adjacent to the hotel site, on Florida Avenue.

Parking leases: At present, the CRA lot at 207 Florida has 24 spaces that are in annual leases. As for the developer's responsibility for the leased spaces, the Request For Proposals for this project stated the following:

“Any proposal shall be required to demonstrate the capacity to accommodate any lease parking agreements entered into by the Community Redevelopment Agency, City of New Smyrna Beach, Florida, for the property located at 207 Florida Avenue”

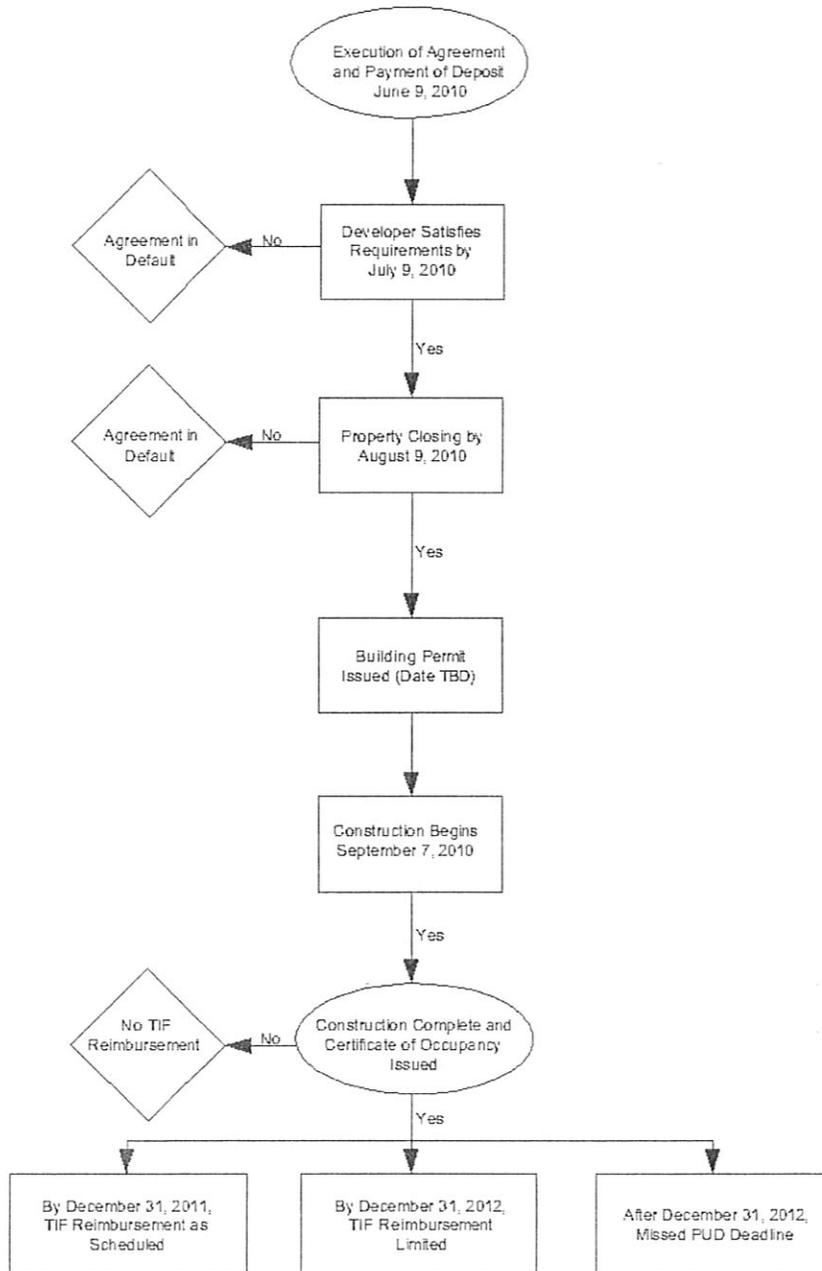
The proposed agreement addresses this matter by having the developer pay \$8,400 (24 spaces x \$350, with \$350 being the difference between the \$150 the annual lessees are currently paying, and \$500, the proposed value of each space per year.

In addition, CRA staff has discussed the transfer of the current leases to the Jessamine lot, and then transferring the leases in that lot to two lots that are not yet constructed: Flagler Dunes, and Esther St. All leases, once transferred, would be within 1,000 feet of their businesses as required by city code.

Commissioner Plaskett:

- How long will it take before the City gets the commitment for financing?
- ✓ The proposed agreement requires that the financing commitment be delivered no later than 30 days before closing. Other requirements before closing include:
 - The franchise award from the Hampton Inn hotel chain (this has been done)
 - The closing on the Bauer Parcel
 - All permits approved
 - A construction schedule to be submitted

Proposed Flagler Hotel Development
May 25, 2010



* All Dates are Estimated Based on
CRA Approval on June 2, 2010,
and City Commission Approval on
June 8, 2010

Drawn by M/M
5/25/10

Estimated TIF Flagler Hotel Project

	Current Assessed Value		Estimated Sale Price		80% Estimated Appraised Value
207 FLORIDA AVENUE	CRA	237,660	187,500	150,000	150,000
215 FLORIDA AVENUE	CRA	427,600	312,500	250,000	250,000
214 FLAGLER AVENUE	Bauer	734,400	2,000,000	1,600,000	1,600,000
Total		1,399,660	2,500,000	2,000,000	2,000,000

	mills		City Tax		County		Bert Fish	
Value Currently on Tax Roll	1,399,660		3,479		5,954		3,599	
New Value Added	600,340		4,870		8,333		5,037	
Estimated Hotel Construction Cost	8,457,999		2,089		3,574		2,160	
Total			29,428		50,355		30,438	
			36,387		62,262		37,635	
Less Amount Currently on roll			(4,870)		(8,333)		(5,037)	
New Revenue Estimate			31,517		53,929		32,598	

difference between current assessed value and estimated appraised value

112 Hotel Rooms	112
Estimated Room Rate	101
Occupancy Rate Estimated	0.65
Daily Rental Revenue	7,353
Annual Rental Revenue	2,683,772
TDC Tax @ 6%	161,026

Note: the value is not adjusted for improved commercial land until the CO is issued.

	With Bert Fish		Without Bert Fish
Estimated Revenue*			
Estimated City TIF	31,517		31,517
Estimated County TIF	53,929		53,929
Estimated Bert Fish TIF	32,598		0
Total Per Year	118,044		85,446
If Three Years of TIF	x3		x3
	354,132		256,338
Minus 325,000 to Developer	-325,000		-325,000
CRA to Receive	29,132		-68,662

*If open and occupied by December 31, 2011

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

SUBJECT: Budget Amendment for the Hotel Project: Recognition of Revenue and the
Encumbrance of Incentives

AUTHORIZED BY: Tony Otte CONTACT: _____

AGENDA DATE: 6/2/10 REGULAR CONSENT

MOTION/RECOMMENDATION:

Approval

BACKGROUND:

The CRA needs to amend the budget to recognize the revenue and encumber the incentives in the hotel agreement, contingent on its approval and developer performance.

FISCAL IMPACT:

The revenue will be \$500,000 plus \$8,400 minus closing costs; the encumbered incentives will be \$432,920 (\$325,000 payment for half of the impact fees, up to \$86,500 for electrical service to other businesses, and \$21,420 for half of the value of the easement required by the Utilities Commission.)

OTHER OPTIONS:

If the agreement is accepted and the developer performs, this action needs to be taken to accurately reflect the transactions.

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

SUBJECT: Washington Street Business Incubator Project

AUTHORIZED BY: Tony Otte CONTACT: _____

AGENDA DATE: 6/8/10 REGULAR CONSENT

MOTION/RECOMMENDATION:

Following discussion, approval of the concept and direction to staff to move ahead

BACKGROUND:

The CRA Master Plan Update includes a project for the Washington Street Business Incubator, to be located in the building at the corner of Washington and Dimmick St. There is currently a barber shop operating in this building. Years ago the building also featured a restaurant, a dance hall, and a beauty salon.

CRA staff has had several conversations concerning this project with two of the four building owners, the adult children of Mr. and Mrs. Hill, who are now deceased. The project would have two simultaneous tracks:

1. The Business Academy – this academy would offer classes to anyone who wanted to open their own business. Classes would cover such topics as basic accounting, business operations, permits, taxes, and business law. It is anticipated that this activity would be paid for out of the Partnership section of the Master plan update, and that SCORE and other local groups as well as DSC would be contacted to provide training. The graduates of these classes would be contacted for possible participation in the business incubator.
2. The renovation of the building at Washington and Dimmick St. There are basically two options for the renovation of a building:
 - a. contract with an architect, who prepares plans, and then go to bid for a general contractor; or

- b. issue a Request for Qualifications for general contractors with their own architects and with experience in the revitalization of older buildings, and then get bids from the general contractors who have been pre-qualified.

I believe that the prequalification of general contractors, and then getting bids, would be the most cost-effective method for this project. The invitation for bid would be prepared with the assistance of the building official.

Before going out for bids, there will also need to be some discussion on the types of business activities that will be acceptable. Many of the uses permitted in the Mixed Use (Central Business District) would be considered for this building, including:

- Appliance Repair shop
- Bakeries
- Barber and Beauty shops
- Ceramic shops
- Day care centers
- Convenience store
- Dance school
- Florist
- Gift shop
- Hardware store
- Hobby/craft store
- Professional office: income tax service, real estate, attorney, etc.
- Jewelry store
- Restaurants (specific types in ordinance)
- Tailor shop
- Travel agencies
- Upholstery shop
- Video rental

FISCAL IMPACT:

Unknown at this time. Once bids are received, a project budget can be developed. There is \$300,000 in the Master Plan Update allocated this project. It is anticipated that other funds (from the "Partnership" line item in the Master Plan, allocated at \$200,000) would be used. It is important to note that these amounts may change if the SE Volusia Hospital District is exempted from the CRA by the City Commission.

OTHER OPTIONS:

To be identified.

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

SUBJECT: Concurrent Technologies Corporation Project Task Orders - Foley Dry
Clean / Hall Machine Shop Brownfield

AUTHORIZED BY: Tony Otte 

CONTACT: Noleen Foster 

AGENDA DATE: June 2, 2010

REGULAR

CONSENT

MOTION/RECOMMENDATION:

Approve the CTC Generic QAPP Task Order in the amount of _____ \$5,562
Approve the CTC Site-Specific QAPP for Foley's Dry Cleaning in the amount of ___ \$3,544
Approve the CTC Site Specific QAPP for Halls Machine Shop in the amount of ___ \$3,544
Approve the CTC Phase I Environmental Site Assessment at Foley's at a cost of ___ \$2,951
Approve the CTC Phase I Environmental Site Assessment at Hall's at a cost of ___ \$2,951
Total _____ \$18,552

BACKGROUND:

Recent environmental investigations indicate that the properties occupied by Hall's Machine Shop (504 Downing St) and Foley's Dry Cleaning (225 S. Dixie Freeway) contain sub-surface contamination. This condition is typically referred to as a "brownfield". The City received a US Environmental Protection Agency grant last year to begin the process to address such conditions. CRA staff has already started work on the Dunn property (US 1 and Canal). The process and the use of grant funds are as follows:

- Identify a property in need of remediation services – often as a result of the proposed sale of the property or a nearby property;
- Contact the EPA grant administrator in Atlanta to ensure that the subject property is appropriate for processing through the grant.
- Contact the next environmental engineering firm on the CRA list (one of four firms already approved) for preparation of proposals for the investigation of the property.
- The investigation of the property is generally done in several steps, including the preparation of a Generic QAPP (Quality Assurance Project Plan) which includes team organization (City, State, EPA and all subcontractors), task description/schedule, team training requirements, documentation procedures and

data management, sampling requirements, sample handling and analytical requirements, quality control measures and EPA approval.

- A site-specific QAPP must also be prepared, which includes the sampling plan (including maps), analytical plan, laboratory and drillers selected, blank field sheets, quality assurance manuals and EPA approval.
- Phase I involves a review of documents to determine if underground storage tanks or related facilities were ever licensed for installation on the property; Phase II involves taking samples of soil and/or ground water from the property, and analysis. Following a Phase II, the consultant prepares a Site Assessment Report.
- If contamination is found, the consultant could be hired to prepare an application for remediation activities – a clean-up and reuse plan. (Note that funds for remediation are limited to sites owned by a governmental agency, or sites being redeveloped.)

More Specifically: Hall's Machine Shop and Foley's Dry Cleaning

The attached Concurrent Technologies Corporation (CTC - the approved Environmental Assessment Engineering Firm next on the list) Task Order proposals include the following tasks and costs:

- Generic QAPP _____ at a cost of \$5,562
 - Site-Specific QAPP – Foley's Dry Cleaning _____ at a cost of \$3,544
 - Site-Specific QAPP – Hall's Machine Shop _____ at a cost of \$3,544
 - Phase I Environmental Site Assessment – Foley's Dry Cleaner __ at a cost of \$2,951
 - Phase I Environmental Site Assessment – Hall's Machine Shop __ at a cost of \$2,951
- Total \$18,552

If the "Foley's Dry Cleaning / Hall Machine Shop Brownfield Project" is approved, the next task would include a Phase II for each area which could cost anywhere from \$20,000 to \$80,000 per property. This is required to develop a cleanup and reuse plan.

FISCAL IMPACT:

The \$200,000 US EPA Hazardous Materials Grant would be utilized to fund the \$18,552 cost for the activities listed above, which is only a portion of the tasks that are anticipated to be needed for the Halls and Foley's sites. The cost for Phase II Assessments for the Hall and Foley's properties are difficult to estimate – they could cost as much as \$80,000 for each property.

The environmental assessment and oversight costs for the Dunn property at 533 Canal St will also utilize grant funds from this source, as well as CRA funds. It is estimated that approximately \$20,000 of grant funds will be used for the Dunn property, unless more testing is required than is currently anticipated.

Anticipated costs for the \$200,000 Hazardous Material Grant Fund:

\$10,000 - Staff Training (\$1,228 already expended)

\$20,000 - 533 Canal Street Demolition Oversight, Site Specific QAPP, Phase I
Environmental Assessment,

\$18,552 – Proposed Foley Dry Cleaning / Hall Machine Shop Task Orders listed
above.

\$48,552 – which would leave over \$150,000 to consider utilizing for the Halls and
Foley's Phase II assessments

Please be aware that the EPA considers the expeditious use of these grant funds to be a sign of a successful program and would look very favorably on further grant applications for assessment funds once this grant has been expended.

OTHER OPTIONS:

Do not approve the Concurrent Technologies Task Orders

Task Order Form

In accordance with the City of New Smyrna Beach (the "City") Consultant Services Agreement dated, May 20, 2010, the City authorizes the Consultant to proceed with the services as set forth in the attached Scope of Work and the following:

Task Assignment: **Generic Quality Assurance Project Plan (QAPP)**

Project Title: New Smyrna Beach Assessment Grant

Task: Write and submit Generic QAPP for the brownfield assessment activities.

Site Address: No specific site.

Consulting Firm: Concurrent Technologies Corporation (CTC)

Billing: As set forth in the Consultant Services Agreement dated May 20, 2010.

Scope of Work: See attached Scope of Work

Authorization:

Consultant

Accepted By: _____ Date: _____
(Signature)

NAME:

Title:

City of New Smyrna Beach

Reviewed By: _____ Date: _____
(Signature)

NAME:

Title:

Accepted By: _____ Date: _____
(Signature)

NAME:

Title:

Scope of Work (Task Proposal)

The Consultant shall provide the following services in association with the Generic Quality Assurance Project Plan (QAPP).

The Consultant shall gather information from the City and other subcontractors on the New Smyrna Beach Brownfields Assessment Project to write the Generic QAPP. The QAPP shall be developed in accordance with the EPA Region 4 Guidance on Generic QAPPs. The draft will be submitted to the City for review. Upon City approval, CTC will prepare 2 hard copies and an electronic copy and submit to the Brownfields representatives from the Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP). If comments or changes are provided by the EPA or FDEP, CTC will make modifications necessary. CTC will coordinate approval and signatures. Upon approval, the final Generic QAPP will be submitted to the City (electronic and 1 hard copy).

Cost Summary

Task	Man Hours	Cost	Reimbursable Description	Reimbursable Cost
Write Generic QAPP	50	\$4,913	Travel	\$649

Subcontractors

Subcontractor	Services	Cost
No subcontractors required		

Total Cost: \$5,562

Deliverables and Schedule

The Consultant shall provide the following deliverable(s) in accordance with the EPA Cooperative Agreement.

Deliverable: Draft Generic QAPP to City
Deliverable Date: Within 21 days of Task Order approval

Deliverable: Final Generic QAPP to EPA and FDEP
Deliverable Date: Within 7 days after receiving comments/changes from City

Deliverable: Response to EPA and FDEP comments/changes (if applicable)
Deliverable Date: Revisions resubmitted to EPA and FDEP within 7 days

Task Order Form

In accordance with the City of New Smyrna Beach (the "City") Consultant Services Agreement dated, May 20, 2010, the City authorizes the Consultant to proceed with the services as set forth in the attached Scope of Work and the following:

Task Assignment: **Site-specific Quality Assurance Project Plan (QAPP) Addendum – Foley’s Dry Cleaner**

Project Title: New Smyrna Beach Assessment Grant

Task: Prepare and submit-site Specific QAPP Addendum to the Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP) and make required modifications for approval.

Site Address: 225 South Dixie Freeway

Consulting Firm: Concurrent Technologies Corporation (CTC)

Billing: As set forth in the Consultant Services Agreement dated May 20, 2010.

Scope of Work: See attached Scope of Work

Authorization:

Consultant

Accepted By: _____ Date: _____
(Signature)

NAME:
Title:

City of New Smyrna Beach

Reviewed By: _____ Date: _____
(Signature)

NAME:
Title:

Accepted By: _____ Date: _____
(Signature)

NAME:
Title:

Scope of Work (Task Proposal)

The Consultant shall provide the following services in association with the Site-specific Quality Assurance Project Plan (QAPP) Addendum – Foley’s Dry Cleaner.

Review the data collected during the Phase I Environmental Site Assessment (ESA). Design the sampling and analysis plan for the Phase II ESA. Write the Site-specific QAPP Addendum for the Foley’s Dry Cleaner site. The draft will be submitted to the City for review. Upon City approval, CTC will prepare 2 hard copies and an electronic copy and submit to the Brownfields representatives from the Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP). If comments or changes are provided by the EPA or FDEP, CTC will make modifications necessary. CTC will coordinate approval and signatures. Upon approval, the final Site-specific QAPP Addendum will be submitted to the City (electronic and 3 hard copies).

Cost Summary

Task	Man Hours	Cost	Reimbursable Description	Reimbursable Cost
Write Site-specific QAPP Addendum	40	\$3,438	Travel*	\$105

Subcontractors

Subcontractor	Services	Cost
No subcontractors required		

* Travel split evenly between the two Site-specific QAPP Addendum’s Task Orders.

Total Cost: \$3,544

Deliverables and Schedule

The Consultant shall provide the following deliverable(s) in accordance with the EPA Cooperative Agreement.

Deliverable: Draft Site-specific QAPP Addendum to City
Deliverable Date: Within 45 days of Phase I ESA Report approval

Deliverable: Final Site-specific QAPP Addendum to EPA and FDEP
Deliverable Date: Within 7 days after receiving comments/changes from City

Deliverable: Response to EPA and FDEP comments/changes (if applicable)
Deliverable Date: Revisions resubmitted to EPA and FDEP within 7 days

Task Order Form

In accordance with the City of New Smyrna Beach (the "City") Consultant Services Agreement dated, May 20, 2010, the City authorizes the Consultant to proceed with the services as set forth in the attached Scope of Work and the following:

Task Assignment: **Site-specific Quality Assurance Project Plan (QAPP) Addendum – Hall's Machine Shop**

Project Title: New Smyrna Beach Assessment Grant

Task: Prepare and submit Site-specific QAPP Addendum to the Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP) and make required modifications for approval.

Site Address: 504, 506, 508 Downing Street

Consulting Firm: Concurrent Technologies Corporation (CTC)

Billing: As set forth in the Consultant Services Agreement dated May 20, 2010.

Scope of Work: See attached Scope of Work

Authorization:

Consultant

Accepted By: _____ Date: _____
(Signature)

NAME:

Title:

City of New Smyrna Beach

Reviewed By: _____ Date: _____
(Signature)

NAME:

Title:

Accepted By: _____ Date: _____
(Signature)

NAME:

Title:

Scope of Work (Task Proposal)

The Consultant shall provide the following services in association with the Site-specific Quality Assurance Project Plan (QAPP) Addendum for Hall's Machine Shop.

Review the data collected during the Phase I Environmental Site Assessment (ESA). Design the sampling and analysis plan for the Phase II ESA. Write the Site-specific QAPP Addendum for the Hall's Machine Shop site. The draft will be submitted to the City for review. Upon City approval, CTC will prepare 2 hard copies and an electronic copy and submit to the Brownfields representatives from the Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP). If comments or changes are provided by the EPA or FDEP, CTC will make modifications necessary. CTC will coordinate approval and signatures. Upon approval, the final Site-specific QAPP Addendum will be submitted to the City (electronic and 3 hard copies).

Cost Summary

Task	Man Hours	Cost	Reimbursable Description	Reimbursable Cost
Write Site-Specific QAPP	40	\$3,438	Travel*	\$105

Subcontractors

Subcontractor	Services	Cost
No subcontractors required		

* Travel split evenly between the two Site-specific QAPP Addendum's Task Orders.

Total Cost: \$3,544

Deliverables and Schedule

The Consultant shall provide the following deliverable(s) in accordance with the EPA Cooperative Agreement.

Deliverable: Draft Site-specific QAPP Addendum to City
Deliverable Date: Within 45 days of Phase I ESA Report approval

Deliverable: Final Site-specific QAPP Addendum to EPA and FDEP
Deliverable Date: Within 7 days after receiving comments/changes from City

Deliverable: Response to EPA and FDEP comments/changes (if applicable)
Deliverable Date: Revisions resubmitted to EPA and FDEP within 7 days

Task Order Form

In accordance with the City of New Smyrna Beach (the "City") Consultant Services Agreement dated, May 20, 2010, the City authorizes the Consultant to proceed with the services as set forth in the attached Scope of Work and the following:

Task Assignment: **Phase I Environmental Site Assessment (ESA) – Hall’s Machine Shop Site**

Project Title: New Smyrna Beach Assessment Grant

Task: Prepare and submit a Phase I ESA Report to City and Brownfields Representative at Environmental Protection Agency (EPA).

Site Address: 504, 506, 508 Downing Street

Consulting Firm: Concurrent Technologies Corporation (CTC)

Billing: As set forth in the Consultant Services Agreement dated May 20, 2010.

Scope of Work: See attached Scope of Work

Authorization:

Consultant

Accepted By: _____ Date: _____
(Signature)

NAME:

Title:

City of New Smyrna Beach

Reviewed By: _____ Date: _____
(Signature)

NAME:

Title:

Accepted By: _____ Date: _____
(Signature)

NAME:

Title:

Scope of Work (Task Proposal)

The Consultant shall provide the following services in association with the Phase I Environmental Site Assessment (ESA) for Hall’s Machine Shop.

The consultant shall prepare a Phase I ESA in accordance with ASTM E1527-05 and the EPA All Appropriate Inquiries (AAI) rule. There has been extensive analysis conducted at and adjacent to Hall’s Machine Shop due to an assessment at the former furniture store site located at 524 Canal Street. All documents will be reviewed to create a baseline for the Phase I ESA. The Consultant will conduct a field survey of the Hall’s Machine Shop site, including 3 parcels, 504, 506, & 508 Downing Street. The consultant will collect data on ownership, land use, and regulatory information (Local, State, and Federal Government). Data obtained will be documented in the Phase I ESA Report to identify any potential recognized environmental concerns (REC) at the Hall’s Machine Shop site. The consultant will prepare 2 hard copies of the Phase I ESA Report and submit one hard copy and one electronic copy to the City, the property owner, and the Brownfields Representative at the Environmental Protection Agency (EPA).

Cost Summary

Task	Man Hours	Cost	Reimbursable Description	Reimbursable Cost
Write Phase I ESA Report	34	\$2,748	Travel*	\$203

The cost associated with the Phase I ESA is slightly higher than a standard Phase I ESA. Due to the extensive environmental analysis completed on or adjacent to the site, additional time to review and compile information is required to complete a thorough Phase I ESA Report.

Subcontractors

Subcontractor	Services	Cost
No subcontractors required		

* Travel split evenly between the two Phase I ESA Task Orders.

Total Cost: \$2,951

Deliverables and Schedule

The Consultant shall provide the following deliverable(s) in accordance with the EPA Cooperative Agreement.

Deliverable: Phase I ESA Report – Hall’s Machine Shop
Deliverable Date: Within 45 days of Task Order approval

Task Order Form

In accordance with the City of New Smyrna Beach (the "City") Consultant Services Agreement dated, May 20, 2010, the City authorizes the Consultant to proceed with the services as set forth in the attached Scope of Work and the following:

Task Assignment: **Phase I Environmental Site Assessment (ESA) – Foley’s Dry Cleaner**

Project Title: New Smyrna Beach Assessment Grant

Task: Prepare and submit a Phase I ESA Report to City and Brownfields Representative at Environmental Protection Agency (EPA).

Site Address: 225 South Dixie Freeway

Consulting Firm: Concurrent Technologies Corporation (CTC)

Billing: As set forth in the Consultant Services Agreement dated May 20, 2010.

Scope of Work: See attached Scope of Work

Authorization:

Consultant

Accepted By: _____ Date: _____
(Signature)

NAME:

Title:

City of New Smyrna Beach

Reviewed By: _____ Date: _____
(Signature)

NAME:

Title:

Accepted By: _____ Date: _____
(Signature)

NAME:

Title:

Scope of Work (Task Proposal)

The Consultant shall provide the following services in association with the Phase I Environmental Site Assessment (ESA) for Foley’s Dry Cleaner.

The consultant shall prepare a Phase I ESA in accordance with ASTM E1527-05 and the EPA All Appropriate Inquiries (AAI) rule. There has been extensive analysis conducted at and adjacent to Foley’s Dry Cleaner due to an assessment at the former furniture store site located at 524 Canal Street. All documents will be reviewed to create a baseline for the Phase I ESA. The Consultant will conduct a field survey of the Foley’s Dry Cleaner site. The consultant will collect data on ownership, land use, and regulatory information (Local, State, and Federal Government). Data obtained will be documented in the Phase I ESA Report to identify any potential recognized environmental concerns (REC) at the Foley’s Dry Cleaner site. The consultant will prepare 2 hard copies of the Phase I ESA Report and submit one hard copy and one electronic copy to the City, the property owner, and the Brownfields Representative at the Environmental Protection Agency (EPA).

Cost Summary

Task	Man Hours	Cost	Reimbursable Description	Reimbursable Cost
Write Phase I ESA Report	34	\$2,748	Travel*	\$203

The cost associated with the Phase I ESA is slightly higher than a standard Phase I ESA. Due to the extensive environmental analysis completed on or adjacent to the site, additional time to review and compile information is required to complete a thorough Phase I ESA Report.

Subcontractors

Subcontractor	Services	Cost
No subcontractors required		

* Travel split evenly between the two Phase I ESA Task Orders.

Total Cost: \$2,951

Deliverables and Schedule

The Consultant shall provide the following deliverable(s) in accordance with the EPA Cooperative Agreement.

Deliverable: Phase I ESA Report – Hall’s Machine Shop
Deliverable Date: Within 45 days of Task Order approval

NEW BUSINESS

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

SUBJECT: 114 Flagler Avenue – Property Improvement Grant Application

AUTHORIZED BY: Tony Otte

CONTACT: Noeleen Foster 

AGENDA DATE: 6/2/10

REGULAR

CONSENT

MOTION/RECOMMENDATION:

Approve the CRA Property Improvement Grant Application for 114 Flagler Avenue in the maximum amount of \$10,000.

BACKGROUND:

The CRA Property Improvement Grant Application for 114 Flagler Avenue received 24 points on the funding evaluation and qualifies for a grant.

This project includes:

1. A section of wood fencing to match the proposed parking lot at 110 Flagler
2. Wrap around porch
3. Driveway concrete refinished and painted
4. Replace existing carport
5. One low voltage landscape light every 3 ft. along the path totaling 49
6. Outdoor electrical receptacles
7. Landscaping
8. Irrigation
9. Signage
10. Mulch or rock landscape beds

FISCAL IMPACT:

The Property Improvement Grant Fund currently has \$14,859.50 available if the other Property Improvement Grant in this agenda is approved. If this grant application in the amount of \$10,000 is approved by the CRA Board there would be \$4,859.50 remaining in the fund.

OTHER OPTIONS:

Deny the application.

CITY OF NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

APPLICATION FORM

COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

NAME: Gnarly Surf Bar

PROPERTY ADDRESS: 114 Flagler Ave

TELEPHONE: 305-794-1249 (DAY) 386-427-4147 (EVENING)

TYPE OF IMPROVEMENT PLANNED:

Exterior Painting _____ Landscape Electrical
Signage Awning _____ Parking Area _____ Other

PROJECT PROPOSAL ON IMPROVEMENTS

The following information must be included with the application.

1. **Summary** of the scope of work to be performed.
2. **Color photographs** clearly showing existing condition of the facade, neighboring buildings, and rear entrances. If applicable, historic photographs and photos of existing parking areas should also be included.
3. **Sketch plans and specifications** detailing the scope of work.
4. **Samples** of all paint colors and awning materials to be used on the building and signage.

ESTIMATED TOTAL COST OF PROPOSED IMPROVEMENTS: \$ 20,000.00

ESTIMATED AMOUNT OF GRANT ASSISTANCE REQUESTED: \$ 10,000.00

I UNDERSTAND THAT IN ORDER FOR MY REQUEST FOR GRANT FUNDING TO BE APPROVED, I MUST AGREE TO THE FOLLOWING CONDITIONS:

1. **To follow the design** recommendations as approved by the Community Redevelopment Agency.
2. **To adhere** to the Application Procedures and Guidelines and the Grant Agreement as specified.
3. **That I shall incur** all initial project costs and receive **reimbursement** only after:
 - A. All improvements have been **completed**.
 - B. **Final Inspection** of the improvements is approved.
 - C. **Proof of Payment** for project costs has been received.
4. Additional improvements or changes not approved will not be funded.

I ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE DESIGN GUIDELINES, THE COMMUNITY REDEVELOPMENT COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM PROCEDURES AND THE GRANT AGREEMENT.



APPLICANT SIGNATURE

4-27-10

DATE

114 Flagler Ave

Funding Evaluation

Did the Applicant attend pre-application conference: Yes No
Does the proposed project substantially comply with the guidelines Yes No

**REVIEW FOR FUNDING (26 POINTS POSSIBLE)
(15 POINTS MINIMUM REQUIRED)**

Circle a Score
for each category

Compliance with guidelines:

Project substantially meets guidelines
No character defining features are inappropriately altered:----- **3** points

Location:

A corner building on Flagler, or Canal Street must do all façade visible to receive credit: ----- 5 points
Located on Canal St, Flagler Ave., N. Causeway or Third Ave.:----- **4** points
Other Locations in Grant Area :----- 3 points

Overall Impact/Improvement:

Condition improves from poor to excellent: ----- **5** points
Condition improves from poor to good: ----- 4 points
Condition improves from good to excellent: ----- 3 points
Condition improves from average to excellent ----- 3 points
Condition improves from average to good ----- 2 points

Quality of Work Proposed:

Special treatment (removing "slipcover façade", rebuilding original character-defining features, substantial structural renovation, significant landscape improvement, etc.) ----- **7** points
Overall high quality: ----- 3 points

Present use:

Commercial/Office: ----- 3 points
Current Vacant/reuse: ----- **3** points
New INFILL Construction on Flagler Ave. or Canal St. ----- 4 points

Bonus Points:

Special significance – historically or architecturally Important, now or in the past, to the community: ----- **2** points

Total 24

114 Flagler ave

- 1) Fencing 1@ 8'x6' wood fence w/lattice top 2@ 4x4x6 posts (photo attached)
- 2) Decking front right 10'x12'8" made of 2x6 p.t. with wood railing
Decking front left 10'4"x 10' made of 2x6 p.t. with wood railing
Decking east side 10'x36' made of 2x6 p.t. with wood railing
Decking front walkway 4'6"x36' made of 2x6 p.t. with wood railing
- 3) Driveway concrete refinished and painted
- 4) Carport (replacing existing) permit pulled 12'x20'9
- 5) Lighting landscape low voltage path lights placed every 3'= 49 total
Lighting rope around entire deck rail 124' total
Lighting under front oak trees flood light weatherproof 4 total
- 6) Electrical 2@ weatherproof receptacles base of oak trees
Electrical 2@ weatherproof receptacles each side of front decking
Electrical 2@ weatherproof receptacles east and west deck corners

- 7) Landscaping plants 90@ Mexican heather @ blue daze boarding deck/drive/carport
Landscaping plants 28@ society garlic along walkway both sides
Landscaping plants 6@ split leaf philodendrons in west back corner
Landscaping plants 5@ oleanders west fence line
- 8) Irrigation 45 shrub spray sprinklers including piping/fittings
- 9) Light fixture front top building over door entrance
Signage monument type lighted double sided 8x3
- 10) Landscaping beds decorative mulch or rocks
- 11) Fence 4 panels for trash dumpster 12x14
- 12) Concrete slab for trash dumpster 12x20

May 21, 2010

I Bernie Davis and Joe Horton as the property owners give authorization to the current tenants of 110 and 114 Flagler Ave being Sonya and Jesse Marler dba Gnarly Surf Bar to receive CRA grants as applied for.

Bernie Davis 

Joe Horton 









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

SUBJECT: 114 Flagler Avenue – Commercial Revitalization Grant Application

(Gnarly Surf Bar)

AUTHORIZED BY: Tony Otte

CONTACT: Noeleen Foster



AGENDA DATE: 6/2/10

REGULAR

CONSENT

MOTION/RECOMMENDATION:

Approve the 114 Flagler Avenue Commercial Revitalization Application in the amount of \$10,000.

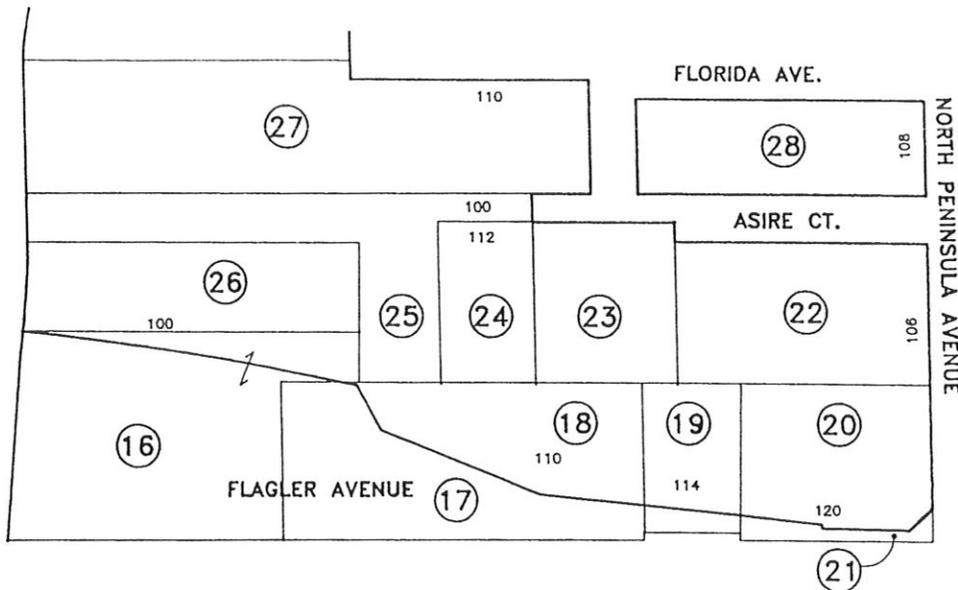
Approve a transfer of \$50,000 from the General Contingency fund, which has \$609,127 into a dedicated Commercial Revitalization Grant line item.

BACKGROUND:

This 114 Flagler Avenue Commercial Revitalization Grant Application will assist in the return of a structure on Flagler Avenue to a state of utility which will enable the contemporary use and rehabilitation of a deteriorated commercial property in the CRA area and stimulate reinvestment in pedestrian oriented commercial activities. The proposed hours of operation will extend beyond 7:00 p.m will be constructed to maintain a quality image consistent with the character of the surrounding CRA area, is a permitted use and will enable the building to comply with building and life safety codes.

This proposed project includes:

1. Sand and polyurethane wood floors
2. Clean and apply rubber floor coating on all concrete interior floors
3. Waterproofing and rubber coat behind bar
4. Install new sink, toilet and flooring in existing bathroom
5. Add new bathroom plumbing, sink and toilet and flooring
6. Cut frame and install new exterior door in kitchen
7. Install energy window film to west windows
8. Replace carport over driveway and install A.C. unit
9. Electrical outlets in kitchen
10. Install Exhaust fan over cooking area
11. Install sinks, cooking equipment, counters and shelving in kitchen
12. Install plumbing and equipment in bar area



SCALE: 1" = 100'

112

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| 16. 7455-01-00-0291
no address
FDOT
719 W. WOODLAND BLVD.
DELAND, FL 32720 | 23. 7455-01-00-0400
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120 Flagler Ave
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360 GOLF BROOK CORCLE #206
LONGWOOD, FL 32779 | 27. 7455-11-01-0010
110 Florida Ave
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| 22. 7455-01-00-0410
106 N. Peninsula Ave.
JAMES & JACQUELINE BRINKMAN
106 N. PENINSULA Ave
NEW SMYRNA BEACH, FL 32169-2542 | |

13. Cut frame and install new exterior door on west wall to deck.

Please see attached for further details.

FISCAL IMPACT:

The CRA Board approved \$50,000 in the Commercial Revitalization Grant Program at the September 2009 and has \$42,300 remaining. Staff is requesting the CRA Board approve the transfer of these funds from the General Contingency line item which has \$609,127 into a dedicated Commercial Revitalization Grant line item. If the 114 Flagler Avenue Commercial Revitalization Grant Application is approved there would be \$32,300 remaining in the fund.

OTHER OPTIONS:

Do not approve the application or fund transfer.



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



CRA COMMERCIAL MATCHING REVITALIZATION GRANT APPLICATION

Applicant Name: Sonya Marler

Mailing Address: 127 Marina Bay Dr.
NSB Jct. 32169

Business Name: Erarly Surf Bar

Property Owner: Bernie Davis

Property Address: 114 Flagler Ave
NSB Jct 32169

Contact Person: Sonya Marler

Applicant Telephone Number: 305-794-1249

E-Mail Address: MARLERS@Bellsouth.net

Total Cost of Project (estimate): 53,986.35
Estimated Start Date: 6/1/2010 **Estimated Completion Date:** 11-24-10

Please attach the following:

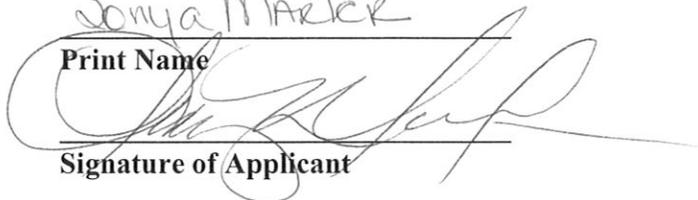
- Addendum A – Description of Proposed Business including hours of operation
- Addendum B – Design Plans or Project Rendering of Proposed Improvements
- Addendum C – Professional Estimate from an Architect or Licensed Contractor

Application will not be reviewed without all supporting data.

I hereby submit the attached plans and specifications for the proposed project and understand that the CRA must approve this application. No work shall begin until I have received written approval from the CRA. No funding is guaranteed until a completed application is approved by the CRA. I agree to place a CRA grant sign for the duration of the project and return the sign to the CRA upon completion of project. Grant monies will not be paid until the project is completed and a paid invoice(s) is provided. The project must be completed within one (1) year of grant approval. I agree to maintain the

completed project in its approved design for a period of five (5) years from the date of completion. I further understand that a W-9 Form must be provide to the City as part of the grant reimbursement process.

5-24-2010
Date

Sonya Markler
Print Name

Signature of Applicant

J. BRENDEL ENTERPRISES INC.

386-428-5715
State certified CB C060315

April 30, 2010

Quote for 114 Flagler Ave

- 1) Sand and polyurethane wood floors \$2,500.00
- 2) Clean and apply rubber floor coating on all concrete interior floors \$ 2,130.00
- 3) Waterproofing and rubber coat behind bar \$1,450.00
- 4) Install new sink, toilet and flooring in existing bathroom \$ 1,680.00
- 5) Add new bathroom plumbing, sink and toilet and flooring \$ 4,625.00
- 6) Cut frame and install new exterior door in kitchen \$ 685.00
- 7) Install energy window film to west windows \$ 280.00
- 8) Replace carport over driveway and install A.C. unit \$ 5,600.00
- 9) Electrical outlets in kitchen \$ 1,220.00
- 10) Install Exhaust fan over cooking area \$ 180.00
- 11) Install sinks, cooking equipment, counters and shelving in kitchen \$ 1,400.00
- 12) Install plumbing and equipment in bar area \$ 890.00
- 14) Cut frame and install new exterior door on west wall to deck \$ 685.00

Total Estimate \$ 23,325.00

Quote for 114 Flagler Ave

Kitchen Equipment and Electronics

This quote includes equipment to be purchased by Gnarly Surf Bar – see line #11 for installation cost being performed by J.Brendel Enterprises)

- 1) Electric Deep fryer counter top
- 2) Ice maker 1000#
- 3) 8' stainless steel exhaust hood
- 4) Roof exhaust fan
- 5) Commercial Freezer
- 6) Commercial Refrigerator
- 7) Bar glass dishwasher
- 8) Hand wash sink
- 9) Grease Trap 30#
- 10) Soup warmer
- 11) Electric griddle 48" commercial
- 12) Prep work table 48"
- 13) Coffee dispensers/maker
- 14) 3 keg cooler
- 15) Beverage dispenser
- 16) Drink coolers
- 17) Audio video wiring and electronics

Sub Total \$ 28,790.00
Sales tax \$ 1,871.35
Total \$ 30,661.35

May 21, 2010

I Bernie Davis and Joe Horton as the property owners give authorization to the current tenants of 110 and 114 Flagler Ave being Sonya and Jesse Marler dba Gnarly Surf Bar to receive CRA grants as applied for.

Bernie Davis  _____

Joe Horton  _____

Gnarly Surf Bar
114 Flagler Ave
New Smyrna Beach, Fl 32169

Description of Business:

Central American / Caribbean themed surf bar. Décor will be based around local and foreign surf culture and history. Representation of local professional surfers will be implemented to create a laid back comfortable social gathering place. Gnarly Surf Bar will be a beer and wine bar serving unique dishes found in various surf destinations around the world. A tropical themed landscape setting will create a beach/surf style environment. Our establishment will be used as a gathering place for local surf contests and surf schools to review photos. Our establishment will include live music for select evenings and special Flagler Ave events. Our intent is to be a classy and comfortable gathering place. Our remodeling project has been carefully designed to bring out the old historical characteristics and introduce modern styles. A surf shack feel combined with old Florida history makes for a very unique setting.

Gnarly Surf Bar
114 Flagler Ave
New Smyrna Beach Fl, 32169

Business type: Bar and Restaurant
Indoor Bar with outdoor deck seating
approximately 60

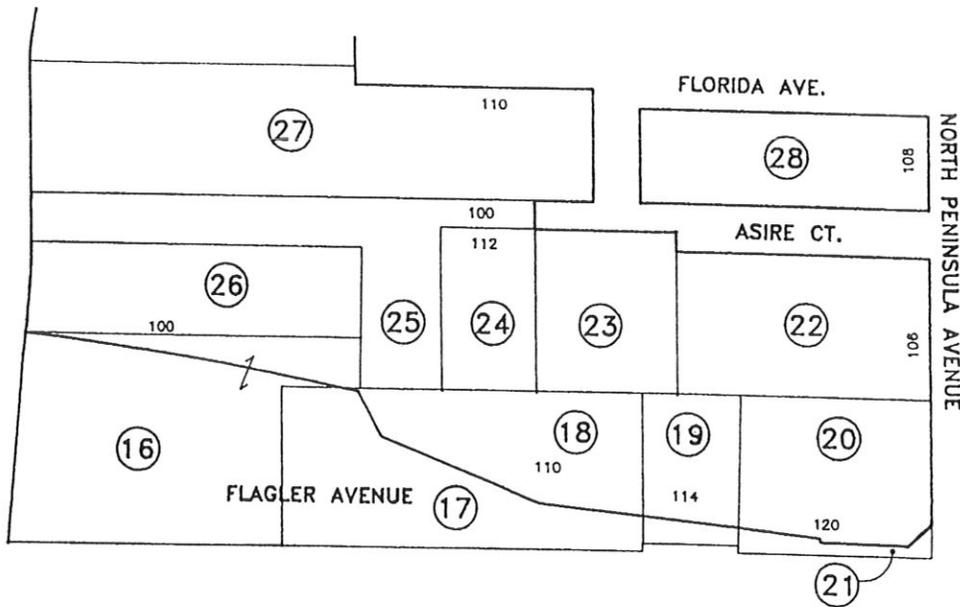
Business hours

Mon- Thurs 11:00 am to 11:00 pm

Fri 11:00 am to 1:00 am

Sat 7:00 am to 1:00 am

Sun 7:00 am to 10:00 pm



SCALE: 1" = 100'

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108 N. Peninsula Ave
JOHN FOX KEHRWIEDER
108 N. PENINSULA Ave
NEW SMYRNA BEACH, FL 32169-2500</p> |
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**CITY OF NEW SMYRNA BEACH
AGENDA MEMORANDUM
COMMUNITY REDEVELOPMENT AGENCY**

SUBJECT: 110 Flagler Avenue – Property Improvement Grant Application (parking lot for Gnarly Surf Bar)

AUTHORIZED BY: Tony Otte CONTACT: Noeleen Foster

AGENDA DATE: 6/2/10 REGULAR CONSENT

MOTION/RECOMMENDATION:

Approve the CRA Property Improvement Grant Application for 110 Flagler Avenue in the amount of \$10,000.

Approve a \$50,000 transfer from the General Contingency fund which has \$609,127.

BACKGROUND:

This application is for funds to make improvements at a parking lot for a new business next door, Gnarly Surf Bar.

The CRA Property Improvement Grant Application for 110 Flagler Avenue received 18 points on the funding evaluation and qualifies for a grant. Please be aware that the Property Improvement Grant Guidelines state that “each applicant may receive only one Grant Award in any one cycle. An applicant having more than one property applying for a Grant will be placed on an Alternate List which may be considered if funds are still available.” This parking lot improvement project will provide required parking for the proposed 114 Flagler Avenue Property Improvement Grant project also in this agenda for consideration.

This project includes:

1. 75 ft. wood fencing with lattice top
2. 25 low voltage path lights
3. 9 low voltage post top fence lights
4. Outdoor electrical receptacles
5. Irrigation
6. Landscaping
7. Limestone rocks parking lot
8. Parking Curbs
9. Mulch or rock landscape beds

FISCAL IMPACT:

The Property Improvement Grant Fund currently has \$4,859.50 available if the other two (301 Flagler & 114 Flagler) Property Improvement Grant Applications in this agenda are approved. If this grant application in the amount of \$10,000 is approved by the CRA Board there would be a negative balance in the amount of \$5,140.5 in the fund.

Staff recommends the CRA Board approve a \$50,000 transfer from the General Contingency fund which has \$609127.

OTHER OPTIONS:

Approve the Grant Application for 110 Flagler Avenue for the amount remaining in the fund which is \$4,859.50 or put this application on an alternate list for consideration at a later date when there may be more funds available.

CITY OF NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

APPLICATION FORM

COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

NAME: Sonya Marler - Gnarly Surf Bar & Shark Bites Sushi Bar

PROPERTY ADDRESS: 110 Flagler Ave. NSB, FL 32109

TELEPHONE: 305-794-1249 (DAY) 305 794-1249 (EVENING)

TYPE OF IMPROVEMENT PLANNED:

Exterior _____ Painting _____ Landscape Electrical
Signage _____ Awning _____ Parking Area Other

PROJECT PROPOSAL ON IMPROVEMENTS

All Property Improvement Grant Applications must be approved by the CRA Board prior to work commencing. The following information must be included with the application.

1. **Summary** of the scope of work to be performed.
2. **Color photographs** clearly showing existing condition of the facade, neighboring buildings, and rear entrances. If applicable, historic photographs and photos of existing parking areas should also be included.
3. **Sketch plans and specifications** detailing the scope of work.
4. **Samples** of all paint colors and awning materials to be used on the building and signage.

ESTIMATED TOTAL COST OF PROPOSED IMPROVEMENTS: \$ 20,000

ESTIMATED AMOUNT OF GRANT ASSISTANCE REQUESTED: \$ 10,000

I UNDERSTAND THAT IN ORDER FOR MY REQUEST FOR GRANT FUNDING TO BE APPROVED, I MUST AGREE TO THE FOLLOWING CONDITIONS:

1. **To follow the design** recommendations as approved by the Community Redevelopment Agency.
2. **To adhere** to the Application Procedures and Guidelines and the Grant Agreement as specified.
3. **That I shall incur** all initial project costs and receive **reimbursement** only after:
 - A. All improvements have been **completed**.
 - B. **Final Inspection** of the improvements is approved.
 - C. **Proof of Payment** for project costs has been received.
4. Additional improvements or changes not approved will not be funded.

I ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE DESIGN GUIDELINES, THE COMMUNITY REDEVELOPMENT COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM PROCEDURES AND THE GRANT AGREEMENT.



APPLICANT SIGNATURE

4-27-10
DATE

110 Flagler Ave property improvement

- 1) Fencing 8'x6' wood fencing w/lattice top 75' long
- 2) Lighting landscape 47@low voltage path lights every 3' 25 total
- 3) Lighting low voltage post lights on fence post 9 @ every 8'
- 4) Electrical 5 weatherproof receptacles along fence for lighting
- 5) Irrigation 33 @ shrub head sprinklers including pipe and fittings
- 6) Landscaping plants 34@ oleanders 73@ creeping fig ground cover
- 7) Parking lot 65'10" x 67'6" made of limestone approx 5-7 rock size
- 8) Parking curbs 10
- 9) Landscaping beds decorative mulch or rocks

110 Flagler Ave

Funding Evaluation

Did the Applicant attend pre-application conference: Yes No

Does the proposed project substantially comply with the guidelines Yes No

**REVIEW FOR FUNDING (26 POINTS POSSIBLE)
(15 POINTS MINIMUM REQUIRED)**

Circle a Score
for each category

Compliance with guidelines:

Project substantially meets guidelines
No character defining features are inappropriately altered:----- 3 points

Location:

A corner building on Flagler, or Canal Street must do all façade visible
to receive credit: ----- 5 points
Located on Canal St, Flagler Ave., N. Causeway or Third Ave.:----- 4 points
Other Locations in Grant Area :----- 3 points

Overall Impact/Improvement:

Condition improves from poor to excellent: ----- 5 points
Condition improves from poor to good: ----- 4 points
Condition improves from good to excellent: ----- 3 points
Condition improves from average to excellent ----- 3 points
Condition improves from average to good ----- 2 points

Quality of Work Proposed:

Special treatment (removing "slipcover façade", rebuilding
original character-defining features, substantial structural
renovation, significant landscape improvement, etc.) ----- 7 points
Overall high quality: ----- 3 points

Present use:

Commercial/Office: ----- 3 points
Current Vacant/reuse: ----- 3 points
New INFILL Construction on Flagler Ave. or Canal St. ----- 4 points

Bonus Points:

Special significance – historically or architecturally
Important, now or in the past, to the community: ----- 2 points

Total 18

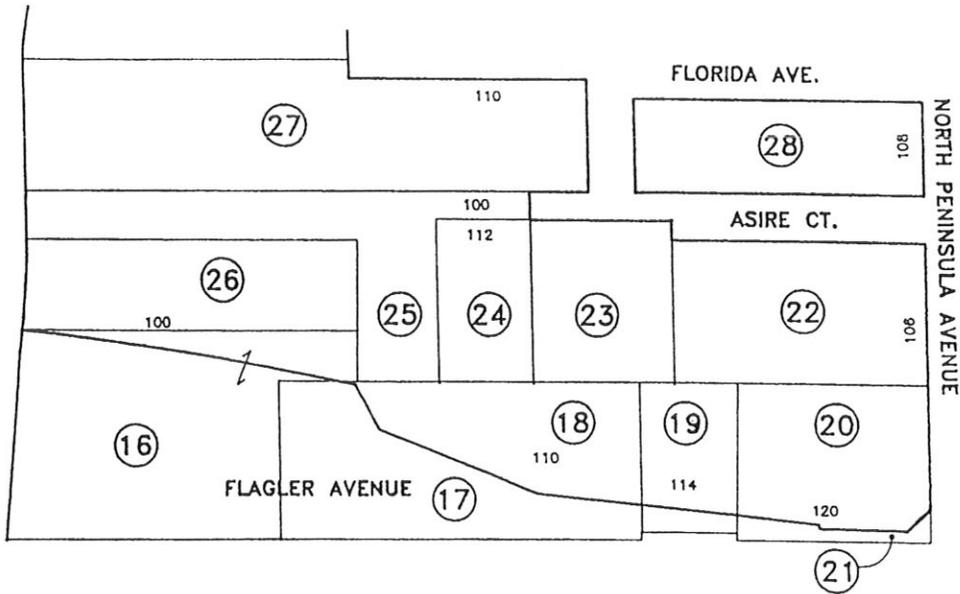
May 21, 2010

I Bernie Davis and Joe Horton as the property owners give authorization to the current tenants of 110 and 114 Flagler Ave being Sonya and Jesse Marler dba Gnarly Surf Bar to receive CRA grants as applied for.

Bernie Davis 

Joe Horton 





SCALE: 1" = 100'

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

SUBJECT: Canal Street Speaker System

AUTHORIZED BY: Tony Otte CONTACT: Noeleen Foster

AGENDA DATE: June 2, 2010 REGULAR CONSENT

MOTION/RECOMMENDATION:

No motion

BACKGROUND:

The CRA received a petition from the Canal Street Historic District Merchants Association containing 80 signatures requesting the CRA maintain the speaker system on Canal Street so that all speakers are in working condition and utilized.

Staff has been instructed to reconnect the speaker located in front of 405 Canal Street.

The Canal Street Historic District (CSHD) merchant meeting approved the following schedule for music to be played on the Canal St. sound system.

Monday – Saturday: 9am – 6pm

Special Event Evenings: Until the event is over – approx 8pm

Including but not limited to Current Special Events:

Car Show, Gallery Walk, Christmas on Canal Street – Spark the Spirit, Girls Nite Out, Coastal Market)

The Canal Street Historic District merchant meet on the first Monday of each Month from 5:30 to 6:30 for anyone that would like to request a change to the schedule. June's meeting will be held at Curative Massage, 120 Faulkner St. and July's meeting is planned to be held at Southern Trends Home Furnishings, 334 Canal St.

FISCAL IMPACT:

No fiscal impact.

OTHER OPTIONS:

PETITION BY MERCHANTS, PROFESSIONALS AND RESIDENT TO RETURN THE SOUND SYSTEM TO CANAL STREET

Category: Sound System

Region: Canal Street

Target: Community Redevelopment Agency

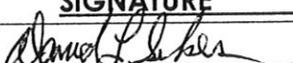
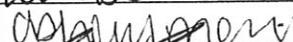
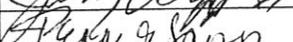
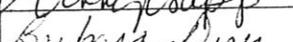
Background:

Over the years, music has been piped onto Canal Street through a speaker system provided by the City of New Smyrna Beach. In 2009 the CRA and City updated the speaker system so that all speakers were in working condition. Further, the CRA and City worked with the Business and Property Owners of Canal Street to be certain the volume was appropriate for shoppers coming to our historic downtown.

We understand there was one merchant complaint which has caused interruptions of the music on Canal Street.

Petition:

We, the undersigned, believe the speaker system creates a pleasing ambiance which encourages visitors and residents to enjoy their time strolling Canal Street, shopping locally, doing business with the professional service providers and eating at our restaurants. Further we believe this pleasing addition to our sidewalks contributes to the economic development of our City. We ask that the speaker sound system be reinstated throughout Canal Street at your earliest convenience.

<u>SIGNATURE</u>	<u>PRINT NAME</u>	<u>ADDRESS</u>	<u>DATE SIGNED</u>
	DAVID C. SIKES	1810 Maplewood Dr SW	4-18-10
	ASHLEY MORIN	148 Hibiscus rd. EW	4-18-10
	Justin Sikes	1010 Neptune Dr SW	4-18-10
	Linda Sikes	1810 Maplewood Dr SW	4-18-10
	Stacy Smith	592 Coral Trace EW	4-18-10
	Janice Bocheard	2009 Parker Dr NSB	4-18-10
	Tadd Smith	592 Coral Trace Blvd SW	4-18-10
	Jerry E. Sapp Sr	613 Timberlane Dr. Viera	4-19-10
	Penny E. Sapp	2050 Paige Ave, NSB	4-19-10
	Barbara Dyer	3507 Victory Palm Edgewater	4-19-10

<i>Rich Overman</i>	Annie Turner	404C Canal St	4-20-10
<i>Patty Schlemmer</i>	Richard Overman	402 Canal St	4-20-10
	Patty Schlemmer	400 Canal St	4-20-10

**PETITION BY MERCHANTS, PROFESSIONALS AND RESIDENTS
TO RETURN THE SOUND SYSTEM TO CANAL STREET**

SIGNATURE

PRINT NAME

DATE SIGNED

<i>Tina Erdman</i>	Tina Erdman	907 S Myrtle Ave	4-19-10
<i>Cathy Bond</i>	CATHY BOND	1229 Muller Dr. P.O.	4-19-10
<i>Fern Heavener</i>	FERN HEAVENER	2616 Queen Palm Dr	4-19-10
<i>Jim Sapp</i>	JIM SAPP	PO Box 709 NSB	4/19
<i>Joe Garratt</i>	JOE GARRATT	1357 Aerial Way, Riverview	4/19
<i>Shirley Thurston</i>	SHIRLEY THURSTON	1720 N. Indian River	4-19-10
<i>Laura Christian</i>	Laura Christian	1720 N. Indian River	4-19-10
<i>Michelle Hoffman</i>	MICHELLE HOFFMAN	208 LEFIRE 32141	4-19-10
<i>Cathy Freeburn</i>	Cathy Freeburn	3003 Willow Oak Dredge	4/19/2010
<i>Phil Petersen</i>	Phil Petersen	418 Canal St NSB	4-19-10
<i>Linda Stone</i>	Linda Stone	412 Canal St NSB	4-19-10
<i>John Delavan</i>	JOHN DELAVAN	413 CANAL ST	4-19-10
<i>Herold Crum</i>	HEROLD CRUM	✓	4-19-10
<i>Frank Caudry</i>	Frank Caudry	205 Warren Ave	4-19-10
<i>Brian E. Tom</i>	BRIAN E. TOM	904 N. Peninsula	4-19-10
<i>Cynthia C. Jones</i>	Cynthia C. Jones	334 Canal St	4-19-10
<i>J. Boyd Lechone</i>	J. BOYD LECHONE	418 Canal St	4-19-10
<i>Clemon E. Jones</i>	Clemon E. Jones	334 Canal St	4-19-10
<i>Tee Scrivano</i>	TEE SCRIVANO	13 Red Coach Cir. Bayshore	4/19/10
<i>Bill Tepp</i>	Bill Tepp	323 Canal St	4/19/10
<i>Herb Gardner</i>	HERB GARDNER	4314 Gull Cove NSB	4/19/10
<i>Chris Harnett</i>	Chris Harnett	502 Canal	4-19-10
<i>Murtha Whitaker</i>	Murtha Whitaker	314 Canal St	4-19-10
<i>William Hunt</i>	William Hunt	1100 N. Dixie Hwy	4-20-10
<i>T. Fernandez</i>	T. Fernandez	Smurtrie Ave	4-20-10
<i>Dolores Sapp</i>	Dolores Sapp	412 Canal Street	4-20-10
<i>Ruth Mitchell</i>	Ruth Mitchell	1207 Lurian St	4/20/10
<i>William Harnigen</i>	WILLIAM HARNIGEN	583 LAJARDIN	4/20/10
<i>310 Peckin</i>	310 Peckin	310 Downing St	4/20/10
<i>Barbara Freeburn</i>	Barbara Freeburn	3003 Willow Oak	4/20/10
<i>Patricia L. Ellwanger</i>	Patricia L. Ellwanger	406 Canal ST	4/20/10

<i>[Signature]</i>	Debbie D Petersen	417-419 Canal	4/20/10
Kuan B. Seymour	Kevin B. Seymour	419 Canal	4/20/10
Janet Bergman	JANET BERGMAN	421 Canal	4/20/10

**PETITION BY MERCHANTS, PROFESSIONALS AND RESIDENTS
TO RETURN THE SOUND SYSTEM TO CANAL STREET**

SIGNATURE PRINT NAME ADDRESS DATE SIGNED

<i>[Signature]</i>	Lana Rhea	427 Canal St	4/20/10
<i>[Signature]</i>	Lewis BARNES	585 Corbin PKWY	4/20/10
<i>[Signature]</i>	Roddy Wood	103 Faulkner St	4/22/10
<i>[Signature]</i>	RICHARD ELLMANER	406 CANAL ST.	4-22-10
<i>[Signature]</i>	Catherine Jones	377 N. Samsula Dr.	4-23-10
<i>[Signature]</i>	Nancy J. Young	121 LAGOON Ct N.S.B.	4-24-10
<i>[Signature]</i>	Clay Jackson	161 ELLISON AVE MSP	4/24/10
<i>[Signature]</i>	HOLLY YATES	285 DUKE CIR	4/24/10
<i>[Signature]</i>	KEVIN FALL	141 CANAL ST	4/24/10
<i>[Signature]</i>	ALCAN'S - KAPLAN	1304 OVERBROOK DR	4/26/10
<i>[Signature]</i>	<i>[Signature]</i>	2326 Lumina Dr Edgewater	4/26/10
<i>[Signature]</i>	A Boyden	3581 Grande Tusany way	5/1/10
<i>[Signature]</i>	NERLE FAULKNER	421 Bouchelle Dr.	5/1/10
<i>[Signature]</i>	Gx & Assoc	103 N. Orange	5/4/10
<i>[Signature]</i>	Bob Garrigues	"	"
<i>[Signature]</i>	SIM BAKER	227 CANAL ST.	5/3/10
<i>[Signature]</i>	Michele Lott	508 Canal St	5/3/10
<i>[Signature]</i>	FLARE ELLIOT	421 Canal St	5/3/2010
<i>[Signature]</i>	JANET BERGMAN	421 Canal St	5/3/2010
<i>[Signature]</i>	PJ Halley	1512 Airway Circle	5/3/2010
<i>[Signature]</i>	DAVID KOTTENSHIN	1231 CANAL ST	5/3/2010
<i>[Signature]</i>	Lewis Barnes	585 Corbin PKWY	5/3/2010
<i>[Signature]</i>	Deborah Wempe	120 Faulkner St	5/3/2010
<i>[Signature]</i>	Becky Beisler	132 Canal St.	5-3-2010
<i>[Signature]</i>	Perdew	120 Canal ST	5-3-2010
<i>[Signature]</i>	Wendy Edwards, D.C.	109 N. orange st.	5-3-2010
<i>[Signature]</i>	Christian Edwards	109 N. Orange St.	5-3-10
<i>[Signature]</i>	Deborah Prater	208 Ridgeway Edg	5-3-2010
<i>[Signature]</i>	J. Mitchell Cole	326 Canal St.	5-5-10
<i>[Signature]</i>	T. McLain	730 BAY DR.	5-5-10



COMMUNITY REDEVELOPMENT AGENCY
210 SAMS AVENUE, NEW SMYRNA BEACH, FLORIDA

Chris & Dawn Aberle
405 Canal Street
New Smyrna Beach, FL 32168

May 17, 2010

Mr. & Mrs. Chris Aberle,

The Canal Street Historic District (CSHD) merchant meeting approved the following schedule for music to be played on the Canal St. sound system.

Monday – Saturday: 9am – 6pm

Special Event Evenings: Until the event is over – approx 8pm

Including but not limited to Current Special Events:

Car Show, Gallery Walk, Christmas on Canal Street – Spark the Spirit,
Girls Nite Out, Coastal Market)

If you wish to attend a Canal Street Historic District merchant meeting to request a change to the schedule they meet on the first Monday of each Month from 5:30 to 6:30. June's meeting will be held at Curative Massage, 120 Faulkner St. and July's meeting is planned to be held at Southern Trends Home Furnishings, 334 Canal St.

Please send a request to Cindy Jones at lollarscreek@aol.com if you would like to be added to the CSHD e-mail distribution list and let her know the e-mail address you would prefer she use.

Let me know if I can be of any further assistance.

All the Best

Noeleen Foster
CRA Coordinator



COMMUNITY REDEVELOPMENT AGENCY
210 SAMS AVENUE, NEW SMYRNA BEACH, FLORIDA

Chris & Dawn Aberle
405 Canal Street
New Smyrna Beach, Fl 32168

May 11, 2010

Mr. & Mrs. Chris Aberle,

Please be aware the Community Redevelopment Agency has received a petition from the Canal Street Historic District Merchants Association containing 80 signatures requesting the CRA maintain the speaker system on Canal Street so that all speakers are in working condition.

This letter is to let you know Mr. Otte, CRA Director has instructed me to reconnect the speaker in front of your business located at 405 Canal Street.

I apologize for any inconvenience this may cause. Please let me know if I can be of any further assistance.

Respectfully

A handwritten signature in cursive script, appearing to read "Noeleen Foster". The signature is written in black ink and is positioned above the typed name.

Noeleen Foster
CRA Coordinator
New Smyrna Beach
386-424-2266

CC: Cindy Jones

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

SUBJECT: Exemption from Transportation Concurrency for CRA properties _____

AUTHORIZED BY: Tony Otte _____ CONTACT: _____

AGENDA DATE: June 2, 2010 _____ REGULAR CONSENT

MOTION/RECOMMENDATION:

That the CRA recommends to the City Commission that a provision be made in the Comprehensive Plan to exempt properties located in the CRA from the requirements for transportation concurrency.

BACKGROUND:

Florida statutes now permit Cities to exempt properties within a CRA from the requirements for transportation concurrency. The City of Sanford is one City that has already taken this step. This will encourage development within the CRA and lower the cost of development. Staff will present additional information at the meeting.

FISCAL IMPACT:

No fiscal impact at this time.

OTHER OPTIONS:

Do not utilize this option.

REPORTS AND COMMUNICATIONS

CRA DIRECTOR'S REPORT

June 2, 2010

Announcements

- The railroad area portion of the Mary Ave Streetscape was ranked number 1 for grant funding. If approved, the grant will provide 75% funding. Congratulations Michelle!

Work Priorities

- The Purchase and Sale Agreement for the Hampton Inn project is scheduled for the June 8 City Commission meeting.
- The CRA Master Plan Update is scheduled for First Reading on the June 8 City Commission agenda.
- Work continues on the West Canal St project with the installation of the pipe in the canal.
- Staff met with Utilities Commission staff and is developing a 'Memorandum of Understanding' on the Orange St and Mary Ave projects before going out to bid.
- Staff met with Bob Williams, CEO of Bert Fish Medical Center, to discuss their project requests. Mr. Williams said he would like CRA funds to improve the exterior of the Business Center (the former Wachovia Bank Building purchased by the hospital) and to have a streetscape project on Anderson St, between Palmetto and US 1.
- Dunn Property: the contracts for environmental and archaeological work are on the May 25 City Commission agenda. The next step will be to assemble the bid package for demolition, which include the contract with the demolition contractor.
- Wayfinding and FDOT signage: ten proposals have been received and ranked by a City/CRA staff team for this project, which is one of several tasks to be included in this contract. Other tasks include a landscape design for the triangle median at SR 44 and the W Canal turn-off. Presentations from the top three finalists are scheduled for May 26.
- The FDOT is in the process of selecting an engineering firm to design the US 1 and Canal St intersection. Several City staff members and I have been named as "technical advisors" on this project. I have requested that the design engineer hold another "stakeholders' meeting here to get insight from Canal St merchants and property owners.
- The Form-based Code will be advertised in June for consultant proposals.
- Planning Dept staff's work on the Arts Overlay District will continue following the submission of the Evaluation and Appraisal Report later this summer.
- The engineer for the Flagler Boardwalk has been selected.
- The Flagler Dunes lot is moving forward – the application for the water management district permit has been submitted.
- Chamber building – staff is reviewing the 95% level construction plans.
- New incentive programs – staff is researching this item, meeting with the Economic Development Director for Sanford, discussing programs with Pete Sechler and Jay Pendergast, and reviewing programs in other cities.

- Putting properties for lease on the website – staff hopes to start this program in July.
- E Canal St maintenance – the equipment is being ordered to pressure wash the sidewalks. Staff is investigating the issue of the proliferation of newspaper racks.
- Rail Station – CRA staff attended the passenger rail meeting in Daytona Beach.

Tracking Report Items

- Review of CRA commercial impact fee assistance regarding compliance with every consideration is required.
- A list of properties and projects impacted by Amendment 4.
- Draft a letter to the City Commission re CRA concerns.
- Presentation of a comprehensive CRA incentive program.
- Rail station and the restoration of passenger rail service
- Repair of lighted bollards on North Causeway
- Rusted tree grates on W. Canal