



Community Redevelopment Agency

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

September 29, 2010

MEMORANDUM

Steve Dennis, Vice Chair
James Kosmas
Doug Hodson
Charles Belote
Cynthia Lybrand
Thomas Williams
Chad Schilsky

May this serve as your official notification of the **REGULAR MEETING** of the Community Redevelopment Agency to be held on **Wednesday, October 6th, 2010 at 2:00 p.m.** **The meeting will be held at the City Hall Commission Chamber, 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,



Anthony G. Otte, CRA Director

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

Attachment

**REGULAR MEETING AGENDA
COMMUNITY REDEVELOPMENT AGENCY
WEDNESDAY, OCTOBER 6TH, 2010 AT 2:00 P.M.,
CITY COMMISSION CHAMBERS,
210 SAMS AVE. NEW SMYRNA BEACH, FL**

1. CALL TO ORDER

2. ROLL CALL

3. CONSENT AGENDA

A. Approval of Minutes – Regular Meeting September 8th, 2010

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

6. OLD BUSINESS

- A. Washington Street Streetscape - Fee Proposal for Engineering Services
- B. Friends of Canaveral – Grants & Aids Question
- C. Dolphin View Restaurant – Program Request
- D. Badcock Building – Progress Report
- E. Flagler Boardwalk Seawall Report
- F. Independent Business Move-in Incentive Program
- G. Commercial Property Improvement Grant – Proposed Changes to Grant Guidelines

7. NEW BUSINESS

- A. W Canal Streetscape - Change Order # 4
- B. Recommendation for Designation of Chair and Vice Chair

8. REPORTS AND COMMUNICATIONS

- | | |
|----------------------------|------------------------|
| A. Director's Report | D. Commissioner Report |
| B. CRA Attorney's Report | E. Tracking report |
| C. Capital Projects Report | F. 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

DRAFT

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**MINUTES OF THE
CITY OF NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY
MEETING OF SEPTEMBER 8, 2010
CITY COMMISSION CHAMBER, CITY HALL, 210 SAMS AVE.
NEW SMYRNA BEACH, FLORIDA**

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

Answering to roll call:

**Steve Dennis
James Kosmas
Cynthia Lybrand
Thomas Williams
Doug Hodson
Charles Belote**

Also present were CRA Director Tony Otte; CRA Project Manager Michelle Martin; CRA Administrative Assistant Claudia Soulie and CRA Attorney Mark Hall.

CONSENT AGENDA

- A. Approval of Minutes – Regular Meeting August 4th, 2010
- B. Commercial PIG: 310 – 312 Julia Street - \$7,925
- C. Commercial Impact Fee Asst.: 600 East Third Ave - \$4,519.14
- D. Commercial PIG: 113 S. Orange Street - \$8,350

Mr. Dennis made the motion to approve the consent agenda items, seconded by Mr. Hodson. Motion carried on roll-call vote 7 –0.

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.

Ms. Adele Aletti, Business owner at 113 Flagler Ave. and president of the Merchants of Flagler Ave. informed the CRA that the merchants association was looking to upgrade their existing Holiday decorations as they had been in use for the past 13 years and were starting to disintegrate. Ms. Aletti presented the CRA with a brochure and price list of the selected new decorations and asked if the CRA would be willing to fund the total cost of \$44,210.52 from the CRA contingency line item.

A brief discussion ensued that the monies could come from either the Grants & Aids account or the Marketing line item; and only buying a few sample items to assure pleasing aesthetics.

Mr. Hodson inquired if the CRA was able to take a vote on this item as it was presented under Public Participation. Mr. Hall stated that this was possible.

48 **Mr. Hodson made the motion to approve the request of the Flagler Merchants for**
49 **the purchase of three (3) samples of the “Wave of Stars” pole decorations and the**
50 **entire necessary garland in an amount not to exceed \$10,000. Motion carried on**
51 **roll-call vote 7 –0.**

52

53 Mr. Fielding Cooley, with the Marine Discovery Center (MDC), stated that he was asked
54 to appear on behalf of Grey and Pat Wilson, organizers of the 10/10/10 Energy EXPO
55 concerning CRA assistance with some of the costs for printing promotional materials for
56 this event, in particular the 2 street banners. Mr. Cooley continued that this event would
57 be held at the MDC and was intended to educate people about energy conservation.

58

59 Ms. DeBorde suggested that the organizers get with Mr. Otte to see if they could find a
60 mutually agreeable arrangement. Mr. Cooley thanked the CRA for their time.

61

62 Mr. Williams felt that there was a possibility that some members of the audience were not
63 aware that the CRA grants had been approved under the consent agenda and suggested
64 naming the individual grants. Mr. Otte read the addresses as being 310 – 312 Julia Street
65 Commercial PIG, 600 East Third Ave Commercial Impact Fee Asst. and 113 S. Orange
66 Street Commercial PIG.

67

68 There being no further request, Ms. DeBorde closed the Public Participation portion of
69 the meeting.

70

71 **PRESENTATION:**

72

73 A. Quentin Hampton – Flagler Boardwalk Seawall Report

74

75 Mr. Otte stated that at their May 2010 meeting the CRA approved Quentin Hampton’s
76 Scope of Services and Engineering fee estimate for the Flagler Ave. Boardwalk, which
77 covered professional services associated with preparing surveys, field investigations,
78 plan, specifications and bidding assistance for improvements to the Flagler Ave.
79 seawall.

80

81 David Dacar and Ted Williamson with Williamson, Dacar Associates, Inc. were present
82 to give a brief summary on their report. Mr. Dacar stated that the report did not include
83 the results of the soil borings as they were expected to be delivered within the next few
84 days.

85

86 Mr. Dacar stated that they focused mainly on the seawall assembly and the seawall cap.
87 Mr. Dacar continued that he was of the opinion that the seawall assembly was put in
88 place in 1952 and he felt that it was in fairly good condition. However, the seawall cap
89 was cracked and rusting so Mr. Dacar suggested replacing the cap and possibly putting
90 in new tie-backs. Mr. Williamson stated that their investigation was not 100%
91 completed, but concurred that an overall replacement of the assembly was not
92 necessary at this time.

93

94 Ms. Lybrand inquired about a statement in the report that a new composite wall
95 assembly should be installed adjacent to the existing wall. Mr. Dacar explained that this
96 was only necessary if the beach sand would not be re-nourished.

97
98 A brief discussion ensued about the materials to be used and their potential costs; the
99 relationship of the seawall to the Boardwalk; level of water table behind the wall; how
100 possible modifications to the Boardwalk could affect the seawall repairs and the
101 seawall repairs being done in sections.

102
103 Mr. Dacar mentioned that there would be additional cost for the replacement of the
104 railing, which could be wood or stainless steel cabling; as well as the replacement of a
105 handicap ramp that could better withstand any future hurricanes. Mr. Williamson stated
106 that they could supply the CRA with a cost breakdown for the seawall repairs and any
107 additional costs for review and discussion at their next meeting and that today they just
108 wanted direction on “armoring” the whole structure or just fixing the cap as indicated in
109 their report.

110
111 Mr. Williams felt that the CRA needed to review the submitted report in further detail
112 before making any decision and continued that local architect Kevin Schweizer had
113 been commissioned by the CRA a few years ago to create a plan that addressed the
114 overall Boardwalk structure. Mr. Williams continued that this report contained ideas for
115 items that were being discussed today, such as the handicap ramp and also listed
116 interesting designs ideas for the pavilion structure.

117
118 Mr. Kosmas stated that a public meeting was necessary to inquire if the public was in
119 favor of renovating the existing structure or replacing it with a new design. Mr. Kosmas
120 also suggested having this project (seawall repair/Boardwalk Park) completed in
121 simultaneous stages.

122
123 The CRA came to the consensus to accept the seawall report and have staff bring a
124 formal proposal back at the October 6th, 2010 meeting and to schedule a public meeting
125 in the evening to get public input on the Boardwalk. Ms. DeBorde suggested having the
126 City Commission present and Mr. Kosmas concurred in order to ensure that everybody
127 was on the same page.

128 129 130 B. Presentation on the Badcock Building

131
132 Mr. Otte stated that the proposed redevelopment of the Badcock building continued to
133 move forward and said that the party interested in buying the property wished to make a
134 presentation to the CRA to discuss their progress to date, which included the following:

- 135
136 1. Discussing the project with business representatives who may be interested in
137 leasing space. The business interests include a print and copy store, an optical
138 store, and an engineering firm. A bank looking for space in the New Smyrna
139 Beach area would also be contacted.
140 2. Having an architect prepare several conceptual drawings.

141 3. Having a general contractor provide a draft budget for the renovation of the
142 building. The cost of the basic building renovation was on the order of
143 \$640,000.
144

145 Mr. Otte stated that there wasn't an existing CRA program to cover this level of
146 expenditure.
147

148 Mr. Ernie Johnson, Broker stated that he felt the Badcock Building and Streetscape were
149 the most important elements to the successful revitalization of the Historic Canal Street
150 District along West Canal, US1 and the entire City of New Smyrna Beach. Mr. Johnson
151 continued that the building was derelict and set an unattractive perception of New
152 Smyrna Beach and he felt that their plans to renovate this building were a win-win
153 situation for everybody involved. Mr. Johnson continued that they intended to attract
154 tenants such as Talbot's, Bonefish, Books A Million among others. Mr. Johnson stated
155 that the deteriorated condition of the building had created an increased cost (roughly
156 \$650,000) to bring it up to normal standards and that the market rents on Canal Street
157 would not support this level of investment which created a financial gap.
158

159 Mr. Johnson stated that they were working with Kevin Schweizer on a design that would
160 cost around \$750,000 to realize. Mr. Schweizer, Architect, elaborated on his design,
161 which included an outdoor café; atrium, interior window shopping and various other
162 enhancements to the alley walk, parking lot and landscaping.
163

164 Ms. DeBorde felt that this was a wonderful concept but questioned if the CRA was
165 currently in a position to get financially involved in such an expensive project.
166

167 Mr. Kosmas was also in favor of this project but would like to see the applicant provide
168 letters of commitment from potential tenants (preferably a bank, post office and coffee
169 shop) and more specific budget numbers, so that the CRA Commissioners could decide
170 where any potential funds could be best phased in (like buying down interest rates for
171 example).
172

173 Mr. Johnson stated that he would be more successful in getting letters of intent from
174 potential tenants if he was able to show them the CRA's commitment and was hoping to
175 work a deal structure with the CRA on a "if this... than that" basis, so that the CRA could
176 protect their investment, should the project not meet their expectations.
177

178 A brief discussion ensued about creating an assistance program to suite larger projects;
179 and available monies in economic incentives specifically earmarked for development.
180

181 Mr. Williams suggested that the applicant search the Florida Redevelopment
182 Association's website for examples of how other cities tackled a large project like this.
183

184 Ms. Lybrand stated that it was the CRA's mission to entice investors who stood to have
185 the greatest risk.
186

187 Ms. DeBorde stated that the CRA was in favor of this project and thanked Mr. Johnson
188 for their presentation.
189

190 C. Request for a new program: Dolphin View Restaurant

191
192 Mr. Otte stated that the owner of the Dolphin View Restaurant was seeking CRA
193 funding for an expansion of his business; however, there was currently not a CRA
194 program in place that could assist him at the level he was seeking.

195
196 Mr. Otte continued that the Dolphin View restaurant was located on the river between
197 Canal St and Julia St. The restaurant was completely dependent on favorable weather,
198 as seating was outdoors or under a covering without the benefit of heating/air
199 conditioning.

200
201 Mr. Otte informed the CRA that the restaurant owner wished to renovate a portion of
202 the building to create an inside seating area that would be heated and cooled. The total
203 project cost was on the order of \$100,000 to \$120,000. The property owner had
204 discussed the possibility of contributing \$25,000 cash as well as reducing the
205 restaurant's lease payments \$28,000 over three years.

206
207 Mr. George Richford, owner Dolphin View Restaurant and General Manager Lorna
208 Maniscalco were present. Mr. Richford stated that he felt his restaurant was an anchor
209 on the east side of Canal Street which attracted a lot of out-of-town customers to this
210 area. Mr. Richford continued that he intended to expand his business to stay open
211 longer and attract even more business all year round and that the proposed heated/air
212 conditioned indoor seating area was crucial to realize this vision. Mr. Richford stated
213 that his restaurant served roughly 120,000 people its first year and gave a brief
214 summary of the project scope which included enclosing some of the already existing
215 seats, thus, allowing the restaurant to operate even during inclement weather.

216
217 Mr. Richford stated that he had invested several hundred thousand dollars to date in
218 upgrading this facility.

219
220 Mr. Dennis stated that one option for CRA participation could be structured as a
221 construction loan which was paid out in phases.

222
223 A brief discussion ensued about the tenant's as well as the property owner's financial
224 commitment; the tenant reinvesting the dollars saved by the rent reduction back into the
225 project or the property owner reimbursing the CRA every first of the year versus
226 reducing the tenant's rent.

227
228 Mr. Williams stated that he did the design work on this project and that he would not be
229 able to vote on it when the time came.

230
231 The CRA came to the consensus to have staff work with the applicant and bring a more
232 detailed proposal back before the CRA at their October meeting.

233
234 **OLD BUSINESS**

235
236 A. Commercial Property Improvement Grant Change Order - 304 Flagler Ave -
237 Island Collection

238

239 Mr. Otte stated that on July 7, 2010 the CRA denied Island Collection's change order
240 request 5 – 1 with the reason that the additional work had been performed without prior
241 approval, which was not in compliance with the grant guidelines. The CRA suggested
242 that the applicant get with CRA staff.

243

244 Mr. Otte continued that on July 28, 2010 Mr. and Mrs. Carpenter submitted a letter to
245 staff for inclusion in the August 4, 2010 CRA agenda. Staff suggested that the
246 Carpenters address the CRA during the Public Participation Portion of the meeting,
247 which they did. The Carpenters asked the CRA to re-visit their "case" with the
248 reasoning that they were never told by CRA staff that they had to actually reapply for
249 the additional funds. The CRA asked staff to prepare an agenda item for further review
250 at the September CRA meeting.

251

252 **Mr. Kosmas made the motion to approve the PIG change order request for 304**
253 **Flagler Ave. in the amount of \$9,467.71 based on the information received; seconded**
254 **by Ms. Lybrand. Motion carried on roll-call vote 4 –1. Ms. DeBorde casted the**
255 **dissenting vote and Mr. Williams had stepped out of the room after the previous**
256 **agenda item.**

257

258

259 B. Canal Street Historic District – FY 2009/10 Grants & Aids Reallocation Request

260

261 Mr. Otte stated that on July 15, 2009 the CRA approved Canal Street Historic District's
262 (CSHD) Grants & Aids application in the amount of \$25,000 for Fiscal Year 2009/10.
263 Ms. Cindy Jones, President of the CSHD appeared at the August 4, 2010 CRA meeting
264 during Public Participation, stating that one of the events (Biking) included in the
265 approved application did not take place and that she would like to reallocate a portion
266 of the \$14,569.23 remaining on the grant for new events that would attract more foot
267 traffic to Canal Street. The CRA suggested that Ms. Jones get with CRA staff and to
268 bring the request back at the September meeting.

269

270 **Mr. Hodson made the motion to approve the Grants and Aids change order request**
271 **for the Canal Street Historic District in the amount of \$6,227; seconded by Mr.**
272 **Dennis. Motion carried on roll-call vote 7 - 0.**

273

274 C. Form-Based Code Selection Consultant

275

276 Mr. Otte stated that on April 28, 2010 Planning staff advertised a Request for Proposals
277 for a Form-Based Code. Ms. Gail Henrikson, Planning Manager submitted an agenda
278 item listing the short listed firms for the CRA's review and recommendation to the City
279 Commission.

280

- 281 1. Land Design Innovations
- 282 2. Dover Kohl
- 283 3. AECOM

284

285 Mr. Otte stated that CRA and Planning staffs were requesting that the CRA recommend
286 to the City Commission that staff be allowed to begin contract negotiations with the top-
287 ranked firm.

288

289 **Mr. Hodson made the motion to recommend to the City Commission that staff be**
290 **allowed to begin contract negotiations with the top-ranked firm (Land Design**
291 **Innovations); seconded by Mr. Dennis. Motion carried on roll-call vote 6 – 1 with**
292 **Mr. Williams casting the dissenting vote.**

293

294 Mr. Williams explained that he had attended AECOM's presentation and that they would
295 have hired a local talent which was a request in the RFP.

296

297

298 D. Bids proposal report for South Orange St. and Mary Ave. Streetscapes

299

300 Ms. Michelle Martin, CRA Project Manager had to leave the meeting at 4:30 pm.

301

302 Mr. Otte stated that the Orange St Streetscape and Parking Lot Improvements Project was
303 designed for complete reconstruction of the stormwater system, potable water system
304 with new 8" water main system and fire hydrants, complete reconstruction of the
305 roadway and sidewalks, new streetlight system, landscaping, irrigation, and complete
306 reconstruction of the CRA parking lot, from Lytle Avenue to Canal Street.

307

308 The Utilities Commission (UC) was committed to partnering with the City by funding the
309 design and reconstruction of the potable water system and fire hydrants, however near the
310 completion of the design stage of the project the UC advised in a May 2009 meeting that
311 they were no longer going to participate with the funding of this project. In an effort to
312 keep the project moving forward, Staff drafted a Memorandum of Understanding
313 between the City and the Utilities Commission, proceeded with completing the design
314 and construction bid documents, placing the UC infrastructure line items as bid
315 alternates, and advertised the project for bid proposals. The bid opening for the Orange
316 St Streetscape and Parking Lot Improvements Project was conducted on July 27, 2010
317 and the following were the results (base bid + bid alternates):

318

319 Masci Corporation \$ 785,151.70

320 ThadCon LLC \$ 799,047.50

321 Britt Construction, Inc \$ 1,091,224.00

322

323 Masci Corporation was the lowest responsive bidder. Staff had completed a thorough
324 review of Masci Corporation's references. Staff recommended awarding the contract to
325 Masci Corporation, however due to a recent email from the UC General Manager/CEO,
326 the bid alternate line items (new 6" water main system and fire hydrants) would not be
327 constructed.

328

329 A brief discussion ensued about the references received; bid amounts with or without bid
330 alternate costs and the Memorandum of Understanding.

331

332 Ms. Lybrand suggested the need for receiving executed Memorandum of Understanding
333 prior to the commencement of a project.

334 **Mr. Belote made the motion to approve the Orange Avenue Streetscape bid to Masci**
335 **Corporation in the amount of \$771,601.70; seconded by Mr. Williams. Motion**
336 **carried on roll-call vote 4 – 3 with Mr. Dennis, Mr. Hodson and Ms. DeBorde**
337 **casting the dissenting votes.**
338

339 Mr. Otte stated that the Mary Avenue Streetscape Project – Phase I was designed for
340 complete reconstruction of the stormwater system, upgrading a section of the potable
341 water system with new 6” water main system and fire hydrants, complete reconstruction
342 of the sanitary gravity sewer system, complete reconstruction of the roadway and
343 sidewalk, new 8 FT multi-use trail, new streetlight system, landscaping, and irrigation,
344 from N Myrtle Avenue to US1.

345
346 The Utilities Commission (UC) was committed to partnering with the City by funding the
347 design and reconstruction of the potable water system, fire hydrants, and the sanitary
348 gravity sewer system, however near the completion of the design stage of the project the
349 UC advised in a May 2009 meeting that they were no longer going to participate with the
350 funding of this project.

351
352 In an effort to keep the project moving forward, Staff drafted a Memorandum of
353 Understanding between the City and the Utilities Commission, proceeded with
354 completing the design and construction bid documents, placing the UC infrastructure line
355 items as bid alternates, and advertised the project for bid proposals. The bid opening for
356 the Mary Avenue Streetscape Project – Phase I was conducted on July 27, 2010 and the
357 following were the results (base bid + bid alternates):

358

| | |
|--------------------------------|----------------|
| 359 Masci Corporation | \$ 871,770.72 |
| 360 ThadCon LLC | \$ 950,030.50 |
| 361 Gomez Construction Company | \$1,094,205.04 |
| 362 Britt Construction, Inc | \$1,337,560.90 |

363

364 Masci Corporation was the apparent lowest responsive bidder. Staff recommended
365 awarding the contract to Masci Corporation, however due to a recent email from the UC
366 General Manager/CEO, the bid alternate line items (new 6” water main system and fire
367 hydrants, complete reconstruction of the sanitary gravity sewer system) would not be
368 constructed.

369
370 **Mr. Kosmas made the motion to approve the Mary Avenue Streetscape bid to Masci**
371 **Corporation in the amount of \$729,270.72; seconded by Mr. Williams. Motion**
372 **carried on roll-call vote 5 – 2 with Mr. Dennis and Ms. DeBorde casting the**
373 **dissenting votes.**

374
375 Mr. Williams inquired about possible pros and cons of a company being awarded two (2)
376 projects at the same time. Mr. Otte stated that he was hopeful this would be a beneficial
377 scenario and staff would monitor the outcome.

378
379
380 E. Independent Retail Move-in Incentive Program
381

382 Mr. Otte stated that the proposed Independent Retail Move-in Incentive Program was
383 intended to provide an incentive for independent retail businesses from outside the City
384 to locate to vacant leasable spaces within the CRA. This program was discussed at the
385 July and August CRA meetings as well as a meeting held August 17 with Canal St
386 property owners and Ned Harper of the Small Business Development Center, Daytona
387 State College. Suggestions received for this program were as follows:

388

389 • Rent reasonableness needed to be assured. Staff suggested that the property owner
390 justify the rent as measured against other comparable space rents as well as a history of
391 rents charged for that space.

392 • The program's funding breakdown should be as follows: 50% from the tenant; 25%
393 from the property owner; 25% from the CRA;

394 • The program should be limited to a list of target business types, such as retail businesses
395 listed in the CRA Master Plan Update. In addition, the program should be limited to
396 independent retailers.

397 • The program should be adopted for a one year trial basis, with an evaluation at year end
398 to determine if the program is worth continuing. This will also eliminate the requirement
399 proposed earlier for a minimum lease term of two years.

400 • Rather than put restrictions as to the number and type (full-time or part-time) of
401 employees, simply have the business owner sign a statement that they will comply with
402 all applicable wage laws.

403 • On the question of whether there should be a prohibition against new or start-up
404 businesses, Ned Harper of the Small Business Development Center (SBDC) proposed
405 that a new business would be acceptable if it were properly capitalized. The business also
406 needed a business plan. Mr. Harper offered the services of the SBDC to review
407 applications to give an opinion on compliance with these criteria. The program must be
408 streamlined to enable a business to get approval quickly with a minimum of paperwork.

409

410 A brief discussion ensued about:

- 411 • listing a maximum contribution amount from the CRA;
- 412 • a cap on how much money the CRA would be willing to invest during the one
413 year trial period;
- 414 • what was considered as an independent retailer or franchise;
- 415 • the pros and cons of limiting this program to retail only versus other uses and
- 416 • creating a ranking system that would allow higher points for a business which
417 would best suite the program's intent.

418

419 Ms. DeBorde felt that the focus should rest on retail. Mr. Otte stated that he would check
420 into what was considered an independent firm, a franchise and work on a ranking system.

421

422 The CRA, by consensus, deferred this item until the next CRA meeting.

423

424 F. Washington Street Incubator – contract for design services

425

426 Mr. Otte stated that Ed Maurice is a registered architect with over 25 years of experience
427 in managing capital projects, including the planning, design, and construction of over
428 100 institutional buildings in Florida and that he had now opened an office in DeLand.

429

430 Mr. Otte continued that staff wished to contract with Mr. Maurice to work as a
431 consultant for the Washington Street Business District (business incubator) project. This
432 project proposed to use the building at the NW corner of Washington and Dimmick
433 Streets as a business incubator. A lease would be prepared for this purpose, with the
434 building leased at an agreed upon rate and the term would be until the cost of the
435 renovations were exhausted.

436
437 Mr. Otte stated that the City Attorney and Assistant City Manager were consulted
438 regarding the process and contractual limits for the hiring of an architect for the above
439 tasks. It was anticipated that the first phase of work (analysis and cost projection) would
440 take about 1 month and the second phase (Design-built Request for Proposal) about 2
441 months.

442
443 A brief discussion ensued about creating a Request for Proposal for local architects; cost
444 projections for consulting fees and getting commitments from possible participants in the
445 incubator program before renovating this building. Mr. Otte stated that staff had hired a
446 consultant that was in the process of establishing the business academy aspect of this
447 project.

448
449 The CRA, by consensus, decided to have staff draft up a RFP for architectural services.

450

451

452 G. Esther Street Park - Seawall Design Proposals

453

454 Mr. Otte stated that the City had purchased four (4) parcels at the eastern end of Esther
455 Street between May 2007 and August 2008, and now had a couple of conceptual ideas for
456 an off-beach parking and recreational area, known as Esther Street Beachfront Park.

457

458 Mr. Otte continued that the existing seawall was severely damaged by Hurricanes
459 Frances and then Jean, and later demolished for safety reasons. Mr. Otte stated that it
460 would be necessary to replace the seawall before any parking and recreational
461 improvements could be made to this property and that staff had asked the City's rotating
462 engineering firms to provide quotes for designing a buried seawall armoring system with
463 planted vegetation to look and function as a natural dune. The following were their
464 quotes:

465

466 Tetra Tech \$ 39,000

467 Quentin L Hampton Associates, Inc \$ 49,838

468

469 Mr. Otte continued that staff recommended entering into a continuing services agreement
470 with Tetra Tech and having them begin the design of the new seawall armoring system
471 right away to keep the beachfront park project moving forward.

472

473 **Mr. Dennis made the motion to approve staff's recommendation to accept Tetra**
474 **Tech's proposal in the amount of \$39,000; seconded by Mr. Williams. Motion**
475 **carried on roll-call vote 7 - 0.**

476

477 Mr. Kosmas questioned that the CRA was being asked to pay for a lot of improvements
478 to the Esther Street project. A brief discussion ensued about the CRA having budgeted

479 improvements for the Esther Street park project and that the seawall design/construction
480 was included in this budget figure.

481

482

483 H. Washington Street Streetscape – Shortlisted Firm Rankings

484

485 Mr. Otte stated that the CRA Master Plan Update 2010 listed the Washington Street
486 corridor as a priority for a streetscape project. Staff had a topographical survey prepared
487 for the corridor to aid in the design process, and then advertised an RFQ for the
488 streetscape design. Nine (9) proposals were received from various engineering firms, and
489 of those firms four (4) were shortlisted who then made presentations to the Selection
490 Committee on August 30, 2010. All firms had good proposals of how to improve the
491 corridor, but one stood out from the rest, Anderson-Dixon, whose concept focused mostly
492 on the west side neighborhood by promoting the Washington Street Business District as
493 well as the Washington Street Business Incubator, increasing mobility and pedestrian
494 activity.

495

496 The shortlist of Engineering Firms for this project is recommended as follows:

497

- 498 1. Anderson-Dixon
- 499 2. Parker Mynchenberg
- 500 3. GAI
- 501 4. Zev Cohen

502

503 **Mr. Dennis made the motion to recommend to the City Commission that staff be**
504 **allowed to begin contract negotiations with the top-ranked firm (Anderson-Dixon);**
505 **seconded by Mr. Hodson. Motion carried on roll-call vote 7 – 0.**

506

507

508 I. Dunn Lumber property demolition proposal

509

510 Mr. Otte stated that the City had received standard pricing for the demolition of
511 buildings. This pricing was obtained in an effort to accelerate the demolition of
512 buildings that qualified for demolition as a result of the code enforcement process.

513

514 Mr. Otte continued that CRA staff had an inspection of the property completed by a
515 certified asbestos inspector. The report found asbestos in the building which needed to
516 be removed prior to demolition.

517

518 City staff had now received a price quote for the demolition work from DBI Demolition
519 using the standard pricing for the structures on the Dunn Lumber property, which
520 included the following:

521

- 522 1. Removal of the asbestos found in the main building;
- 523 2. Demolition of the main building following asbestos removal;
- 524 3. Demolition of the pole barn building;
- 525 4. Demolition of a concrete slab generally located to the north of the main
526 building;
- 527 5. Demolition of a concrete slab generally located west of the pole barn;

528 6. Compliance with the restriction placed on this work by the environmental
529 engineer, that no dirt shall leave the site; and
530 The contractor needing to comply with the conditions placed upon the work by
531 the terms of the City's demolition permit and the FDOT permit for closing a
532 portion of FDOT property (including the sidewalk adjacent to the building)
533

534 Mr. Otte thanked Mr. Knotek, City of New Smyrna Beach Building Official for his
535 assistance which allowed for a speedy process.
536

537 Mr. Kosmas inquired about a time line for this demolition and stated that he would like to
538 see an agenda item to have the sidewalks and curbs redone from US1 to as close to the
539 railroad tracks as possible.
540

541 **Mr. Dennis made the motion to recommend approval of the demolition estimate for**
542 **533 Canal Street by DBI Demolition in the amount of \$34,266.49; seconded by Mr.**
543 **Hodson. Motion carried on roll-call vote 7 – 0.**
544

545 Mr. Otte stated that he was planning on submitting the demolition item for City
546 Commission approval at their September 28, 2010 meeting.
547

548 **NEW BUSINESS**

549 N/A
550

551 **REPORTS AND COMMUNICATIONS**

552

553 B. CRA Attorney's Report

D. Tracking report

554 C. Capital Projects Report

E. Correspondence

555

556 A. Director's Report
557

558 Mr. Belote inquired about Mr. Otte's proposed role as the City's Economic Development
559 Director and cautioned that the forward momentum of the CRA projects may slow when
560 the CRA had to share its Director with the City.
561

562 Mr. Otte stated that this change had been suggested by the Economic Development
563 Advisory Board. A brief discussion ensued that the CRA should have had an opportunity
564 to discuss this topic, as the CRA had a lot of projects to complete before it sunsets in
565 2015.
566

567 Ms. Lybrand cautioned that time records needed to be kept per the Auditor General.
568

569 Ms. Brangaccio, City Manager, stated that the additional duties would be paid for by the
570 City's General fund; that Mr. Otte would keep a running total of his hours and that the
571 budget for this expense could be adjusted in March 2011 during the Mid-year budget
572 adjustments.
573

574 Ms. Brangaccio stated that this type of arrangement would be beneficial to the City as
575 well as the CRA.

576 D. Commissioner Report

577

578 Mr. Williams stated that he loved the new and improved Commission Chambers and the
579 CRA agreed.

580

581 Mr. Kosmas inquired about a timeline for the completion of West Canal Streetscape. Mr.
582 Otte stated that it was scheduled to be completed by the end of October.

583

584 Mr. Kosmas also inquired about visible lining on US1. Mr. Otte stated he would check
585 into this and report at the next CRA meeting.

586

587 Ms. DeBorde stated that she was retiring and closing her Real Estate office and that this
588 would be her last CRA meeting as she had resigned from her position of CRA Chair
589 effective October 1, 2010. Ms. DeBorde informed everybody that she was planning a
590 retirement celebration on Thursday, September 30, 2010.

591

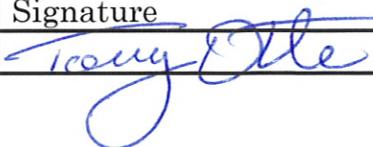
592 ADJOURNMENT

593

594 **A motion was made to adjourn; all agreed. Meeting adjourned at 6:00 pm.**

OLD BUSINESS

CRA AGENDA ITEM SUMMARY

| | | |
|---|-----------|--|
| Staff Member Making Request: Michelle Martin | | |
| Meeting Date: <u>10/6/2010</u> | | |
| Action Item Title: Washington St Streetscape Project Phase I – Contract for Engineering Services | | |
| Agenda Section: Consent <input type="checkbox"/> Public Hearing <input type="checkbox"/> Special Items <input type="checkbox"/> | | |
| Summary Explanation and Background: The CRA Commissioners approved the shortlist ranking for the engineering of the Washington St Streetscape Project at their regular meeting on September 8, 2010 and the City Commissioners approved the same at their regular September 14, 2010 meeting. Staff has negotiated the contract and fee proposal for engineering services with the number one ranked firm Anderson-Dixon, and recommends approval for the amount of \$126,000, and to issue the Notice to Proceed. | | |
| Recommended Action/Motion: Recommend approval of Anderson-Dixon contract and fee proposal for engineering services for \$126,000 and to authorize the Mayor to sign the contract. | | |
| Funding Analysis: Budgeted <input checked="" type="checkbox"/> If not budgeted, recommended funding account: \$126,000 from account number 12051502.567781, which currently has a balance of \$930,000 | | |
| Exhibits Attached: Attachments: Contract and Fee Proposal from Anderson-Dixon | | |
| Reviewed By: | Name | Signature |
| Department Director: | Tony Otte |  |
| Commission Action: | | |

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR
RFQ NO. 2010-CRA1
PROFESSIONAL CONSULTANT SERVICES – WASHINGTON STREET STREETScape DESIGN**

This **AGREEMENT**, made effective as of this ____ day of _____, 2010, between the **City of New Smyrna Beach** (hereinafter referred to as "**Owner**" or "**City**"), whose mailing address is:

210 Sams Avenue
New Smyrna Beach, FL 32168

And **Anderson-Dixon, LLC** (hereinafter referred to as "**Consultant**"), whose mailing address is:

102 South Orange Street
New Smyrna Beach, FL 32168

WITNESSETH:

WHEREAS, Owner desires to employ the services of Consultant to perform the hereinafter described services in connection with Request for Qualification No. 2010-CRA1, Professional Consultant Services – Washington Street Streetscape Design (hereinafter referred to as the "RFQ") in accordance with the terms and conditions of this Agreement.

AND WHEREAS Consultant desires to be so employed in accordance with the terms and conditions of this Agreement.

AND WHEREAS, the Owner has followed the selection and negotiation process set forth in the Florida Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes.

AND WHEREAS, upon expiration of this Agreement, no additional services may be negotiated under this Agreement, excepting services that are already in process but not completed shall continue to be governed by the terms of this Agreement until their completion.

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

1. Scope of Services:

- a. The Consultant shall provide those scope of services specified in the Group of the RFQ for which Consultant was selected.
- b. The nature, scope and schedule of Basic Service to be performed by Consultant hereunder, to the satisfaction of Owner, shall be described in a written document containing the following minimum elements:
 - i. A narrative discussion of the proposed work including Owner directives, assumptions, sequence and description of task groups, description of deliverables (type and number), and time estimated for completion. The narrative shall include at least one interim milestone for purposes of performance measurement.
 - ii. A breakdown of fees proposed for the work showing, at a minimum, the percent completion of each milestone. This requirement shall be met regardless of compensation method for the Specific Authorization.
 - iii. A schedule for work and completion of the Specific Authorization. Schedule shall be as detailed as reasonably necessary so that Owner can balance workloads for City staff as well as multiple consultants. The Owner may, based on the nature of the Specific Authorization, require the schedule to be submitted in electronic form (Microsoft Project or as otherwise specified).

- c. The Owner's policy is that the Scope of Services will generally reflect a turnkey approach to the project; the Basic Services to be provided by the consultant should include all Consultant and sub-consultant services required to complete the assigned project.
- d. Owner may, from time to time, authorize Consultant in writing to perform certain Additional Services, in which event Consultant shall perform services in connection with Specific Authorization that are outside the scope of those set forth above. Any such Additional Services shall be governed by the provisions of this Agreement, unless otherwise set forth in writing and signed by Owner and Consultant.
- e. If the Specific Authorization is a construction project, the basic services may include bidding phase services and traditional construction administration services appropriate to the project.
- f. Generally, the Basic Services should include a provision for a Preliminary Design Report, Preliminary Engineering Report, or other similar report / memorandum that serves to bridge the preliminary phase of the project and the final design phase(s) of the project. This report should document options considered and decisions made and approved. Each Specific Authorization shall provide for a scheduled review of the completed project, which shall be jointly conducted by the Project Managers for both the Owner and Consultant. The matters to be reviewed and documented include, but are not limited to, communications, quality, scheduling, budget and cost, and the Owner's overview of the project. The written product of this review shall be compiled and approved by the Owner's City Engineer, and the Consultant's Principal-In-Charge, and upon approval shall form the permanent addition to the Owner's written records for the project. The final review is intended to form the basis for a continuous improvement in the professional relationship between the Owner and Consultant.
- g. The Owner shall have the sole right to reduce (or eliminate, in whole or in part) the scope of any Specific Authorization or project at any time and for any reason, upon written notice to the Consultant specifying the nature and extent of the reduction. In such event, the Consultant shall be fully compensated for the services already performed, including payment of all project specific fee amounts due and payable prior to the effective date stated in the Owner's notification of the reduction. The Consultant will be compensated for the services remaining to be done and not reduced or eliminated from the scope of the Specific Authorization or project when such compensation is due.
- h. The Owner may, at any time and for any reason, direct the Consultant to suspend work (in whole or in part) under this Agreement or any Specific Authorization. The Consultant shall resume its services upon the date specified or upon such other date as the Owner may thereafter specify in writing. The period during which the services are stopped by the Owner shall be added to the applicable Specific Authorization term as Consultant's sole remedy for such suspension or delay. The suspension, delay, or resequencing of services, whether caused or not caused by the actions or inactions of the Owner, shall not give rise to any claim by the Consultant against the Owner.
- i. It is understood and acknowledged that the rights granted herein to the Consultant are non-exclusive, and the Owner shall have the right, at any time, to enter into similar agreements with other engineers, consultants, and subconsultants, and so forth, to have them perform such professional services as the Owner may desire.

2. Time for Completion:

- a. Consultant shall commence its Basic Services as aforesaid upon the execution of the Specific Authorization and issuance of a City Purchase Order and shall complete the same in accordance with a negotiated and approved schedule set forth in an exhibit attached thereto and incorporated therein by reference which shall form the basis for establishing Consultant's performance and attainment of project milestones. It is understood that influences beyond the control of the Consultant or Owner may affect the approved schedule; however, it is incumbent upon both parties to notify the other in writing of any such influences that will affect the schedule as soon as known, and to negotiate a revised schedule, if necessary. In the absence of such negotiated and mutually approved revisions, the most recent approved schedule and milestones shall prevail.

- b. Neither the Owner nor the Consultant shall be liable for failure to perform its obligations under this Agreement due to any circumstances beyond its reasonable control such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes and governmental laws, ordinances, rules or regulations. The Owner or the Consultant may suspend performance under this Agreement as a result of a force majeure event without being in default under this Agreement provided, however, that upon removal of such force majeure, the Owner or the Consultant, as the case may be, shall resume performance as soon as reasonably possible. The affected party shall provide written notifications of the force majeure event and the removal of the force majeure to the other party for the purposes of mutual consent and documentation.
- c. Consultant shall accelerate performance if directed by Owner after Owner determines that acceleration is necessary to maintain the Schedule. If acceleration is required as a result of delays caused in whole by Consultant, acceleration shall be at no cost to Owner. If acceleration is required as a result of delays or factors not caused by Consultant, such accelerations shall be compensated as an Additional Service only to the extent that additional cost are required by the accelerated schedule.
- d. The Consultant shall be responsible for managing the professional services schedule and ensuring compliance with established milestones. Consultant shall issue an informal weekly project update by e-mail or other suitable method for each assigned project that annotates progress, complete and incomplete tasks, and causes of any schedule slippage. For each milestone, Owner may retain ten percent (10%) retainage for that milestone as a penalty for failing to meet the milestone deadline. Failure by Owner in whole to meet agreed review milestone(s) shall automatically result in an extension of Consultant's completion date equal to the length of Owner's delay.
- e. It is the obligation of the Consultant to notify Owner of actions of the Owner that will result in delay or additional cost or expense. Failure to promptly notify Owner within ten (10) days shall result in the Consultant not being able to assert that Owner was the source of such delay. Any change, deletion, modification or additional work requested by Owner, which will result in any delay or additional expense, must be noticed to Owner immediately.
- f. The suspension, delay, or resequencing of services under this Agreement or any Specific Authorization, whether caused or not caused by the actions or inactions of the Owner, shall not give rise to any claim by the Consultant against the Owner.

3. CIP Project Budget:

- a. If deemed necessary for proper identification and determination of scope for the Specific Authorization, Owner shall furnish the budgeted amount for a particular element of the City's Capital Improvement Plan to be utilized in the execution of the Specific Authorization. The intent of providing such information is so that Consultant may properly plan the design and construction elements of a given Specific Authorization. Such amounts shall be referred to in this Agreement as the CIP Project Budget and will remain valid for a defined period of time as mutually agreed by Consultant and Owner. When appropriate, by prior mutual consent of Owner and Consultant, a bidding contingency not exceeding fifteen (15) percent may be included within the CIP Project Budget. If, upon mutual agreement of Owner and Consultant, the CIP Budget is clearly insufficient to provide for proper design and / or construction of the CIP Project, the amount may be revised or the Specific Authorization may be terminated.
- b. Consultant acknowledges that, if it has been provided with a mutually approved CIP Project Budget, said amount is of the essence of this Agreement and that Consultant's designs, plans and specifications must be undertaken and developed so that the CIP Project can be reasonably expected to be constructed within the CIP Project Budget. Consultant may make reasonable adjustments in the scope, extent and character of the Specific Authorization to the extent consistent with the requirements and sound engineering practices.
- c. Consultant shall perform any and all redesign work, as a part of its Basic Services as provided herein that may be required in order that the work being designed under the Specific Authorization may be constructed within the CIP Project Budget, provided that such redesign work is not necessitated primarily by negligent acts or omissions of Owner. In the event any such redesign work is necessitated primarily by the negligent acts or

omissions of Owner, then the Consultant shall perform any such redesign work in accordance with the Additional Services provisions herein.

- d. In the event that no CIP Project Budget has been established prior to the execution of the Specific Authorization, the Scope of Services may include development of such a budget for Owner's approval, if appropriate to the CIP Project. When approved by the Owner, the CIP Project Budget so developed shall be incorporated as stated above, and shall be adopted by Consultant as the CIP Project Budget.

4. Quality Control / Quality Assurance Program:

- a. Consultant shall furnish to Owner one copy of the Consultant's QA / QC Program. The QA / QC program shall apply for the life of this Agreement and shall address work by sub-consultants. Consultant shall promptly issue to the Owner any updates or revision to the QA / QC program.
- b. With each major milestone submittal, Consultant shall submit a written statement signed by the Consultant's Project Manager and contract Principal-In-Charge that the work being submitted was prepared in accordance with the Consultant's QA / QC program.
- c. If merited, an enhancement and / or clarification of Consultant's QA / QC Program as it relates to the work at hand may be required prior to commencement of any work on a project milestone. Consultant shall notify the Owner of the potential need for such enhancement and / or clarifications as part of the written narrative for the Specific Authorization.

5. Fees:

- a. The Owner shall pay to the Consultant, for its Basic Services as set forth in this Agreement, the lump sum fee, as set forth in **Exhibit 1**.
- b. Progress payments shall be made monthly based upon the percentage of services completed. Consultant shall invoice Owner on a monthly basis for services rendered during the proceeding month. Invoices shall reflect ten percent (10%) retainage by the Owner of fees due for which milestones have not yet been achieved, if applicable. When milestones are complete, the next invoice shall reflect a reduction in retainage suitable for the milestone(s) completed.
- c. Invoices shall include at a minimum: City Purchase Order Number, Project Number (if applicable), City Contract Number, and the date of the invoice on the top of each page. Each invoice shall clearly identify the billing period, and provide a brief descriptive summary of services performed for the period covered by the progress payment, No payment shall be made in the absence of required supporting documentation. Owner shall furnish a suitable template for invoicing.
- d. Owner shall pay each invoice amount (or uncontested portion thereof) within 30 days following receipt of each invoice, unless, within the 30 days following receipt of an invoice, the Owner: 1) notifies the Consultant of an objection to the payment amount, and 2) either provides the Consultant with a determination of the proper payment, or 3) requests further information from the Consultant so that a proper payment can be derived and agreed upon by the parties.
- e. Consultant shall be compensated for any Services beyond those set forth herein as Additional Services, in such amount as the parties shall mutually agree in advance, such amounts to be invoiced and paid in accordance with the terms described herein; provided, however, that Consultant shall not be entitled to compensation for Additional Services unless Consultant has obtained prior written authorization of Owner to perform the same.
- f. Owner retains the right to reduce any portion of Consultant's Scope of Services as set forth herein. In such event, Owner shall be entitled to a proportionate reduction to the fee.

- g. All invoices will be submitted in one (1) original and two (2) complete copies and be submitted to the following address:

City of New Smyrna Beach
c/o Community Redevelopment Agency
Attn: *Michelle Martin*
210 Sams Avenue
New Smyrna Beach, Florida 32168

6. Effective Date/Term:

- a. The Effective Date of this Agreement shall be the date approved by the City of New Smyrna Beach City Commission.
- b. The initial term of this Agreement shall be two (2) years from the Effective Date, unless terminated earlier as authorized in this Agreement. After the initial term, this Agreement may be renewed for two additional two (2) year periods if mutually agreed in writing by the Owner's City Manager and the Consultant. The above time periods may be extended, by mutual consent of the parties to allow completion of Specific Authorizations or projects assigned to Consultant prior to expiration of this Agreement. The City's payment and performance obligations for each and every fiscal period beyond the fiscal period when this Agreement is executed shall be subject to annual appropriation by the Owner's City Commission of funds thereof.

7. Books and Records:

- a. Consultant shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Consultant for a period of at least fifteen (15) years from and after the completion of any Services hereunder. Owner, or its authorized representatives, shall have a right to audit such books and records at all reasonable times upon prior notice to Consultant.
- b. Public Records Laws. The Consultant acknowledges and agrees that the Owner is a public entity that is subject to Florida's public records laws and as such, documents in Consultant's control and possession (including sub-consultants) relating to any Specific Authorization, project and work performed for the Owner are subject to inspection pursuant to Chapter 119, Florida Statutes, unless otherwise exempt or excepted by applicable law. It is hereby specifically agreed that any record, document, computerized information and program, e-mail, electronic file, memo, drawing, audio or video tape, photograph, or other writing of the Consultant and its employees, sub-consultants and associates related, directly or indirectly, to this Agreement, are likely considered to be Public Records whether in the possession or control of the Owner or the Consultant (including sub-consultants), unless an exemption or exception under applicable law applies. Such records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other writings of the Consultant are subject to the provisions of Chapter 119, Florida Statutes and applicable retention schedules, and may not be destroyed without the specific written approval of the Owner's City Clerk. While in the possession and control of the Consultant, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law. Upon request by the City, the Consultant shall, within three (3) business days, supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall, at any and all reasonable times during the normal working hours of the Consultant, be open and freely exhibited to the Owner for the purpose of examination and/or audit. Since the Owner's documents are of utmost importance to the conduct of City business and because of the legal obligations imposed upon the City and Consultant by the Public Records Law, Consultant agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the Owner, regardless of any contractual or other dispute that may arise between Consultant and the Owner. Upon termination or expiration of this Agreement, the Consultant shall, at Consultant's expense, turnover the original or copy of all public records in Consultant's (including sub-consultants) control and possession to the Owner, except as otherwise directed by the Owner. Consultant hereby indemnifies the Owner concerning any claims, damages, suits, judgments, losses, expenses and penalties arising out of or concerning Consultant's violation of Public Records Law or this Paragraph, including

for attorneys' fees and costs. Paragraph 7 a. and b. shall survive expiration and termination of this Agreement.

8. Ownership of Documents:

- a. Title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, reports or other tangible work product produced by Consultant pursuant to this Agreement shall be and remain the sole and exclusive property of Owner when produced and however created and the Owner shall be vested with all rights thereto. The Consultant shall require that all subconsultants agree in writing to be bound by the provisions of this section.
- b. Consultant shall deliver all such original work product to Owner upon completion thereof unless it is necessary for Consultant, in Owner's sole discretion, to retain possession for a longer period of time. Unless early termination of Consultant's services hereunder, Consultant shall deliver all such original work product whether complete or not. Owner shall deliver all such original work product whether complete or not. Owner shall have all rights to use and all work products. Consultant shall retain copies for its permanent records, provided the same are not used without Owner's prior express written consent. Consultant agrees not to recreate any designs, or any other tangible work product contemplated by this Agreement, or portions thereof, which is constructed or otherwise materialized, would be reasonably identifiable with the tangible work product produced by Consultant pursuant to this Agreement or the project. If Owner modifies Consultant's original work product or uses Consultant's work product for any purpose other than its original intended purpose, the Owner must remove all references to the Consultant, and the Consultant shall have no liability to Owner for any such modifications or use.
- c. Owner exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for Owner as the author, creator, or inventor thereof upon creation, and Owner shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Consultant hereby assigns to Owner any and all rights Consultant may have including without limitations, the copyright, with respect to such work. Consultant acknowledges that Owner is the motivating factor for, and for the purpose of copyright or patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.
- d. In the event of termination of this Agreement (or any Specific Authorization), the Consultant shall promptly furnish the City, at no additional cost or expense to the City, with one (1) physical copy and one (1) copy in electronic format, of the following items, any or all of which may have been produced prior to and including the date of termination: data, specifications, test results, calculations, estimates, plans, drawings, computer print outs, surveys, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the Consultant, or by any sub-consultant, in rendering the services described herein, as well as those items not previously furnished to the Owner by the Consultant pursuant to this Agreement, or any Specific Authorization. Paragraph 8 a., b., c. and d. shall survive expiration and termination of this Agreement.

9. Confidentiality of Material:

- a. Consultant may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, materials, data, strategies, systems or other information relating to the Project or Owner, or its parent, affiliated, or related agencies, which may not be accessible or known to the general public. All such knowledge acquired by Consultant shall not be used, published or divulged by Consultant to any other person, firm or corporations, or in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Any confidentiality issues which may arise as matters of compliance with public records laws shall immediately be referred to the City Clerk, which shall serve as the Owner's sole authority in such matters.

10. Insurance and Indemnification:

- a. Consultant shall, throughout the performance of its services pursuant to this Agreement, maintain insurance coverage and limits as specified in the Request for Proposal (RFP) document. The Owner shall be named as an additional insured on all policies required by the RFP, except professional negligence policies and other policies the Owner's City Manager agrees to exempt from the additional insured requirement in writing.
- b. Certificates of Insurance shall be provided at least annually or upon request by the Owner. Owner reserves the right to require modification of coverage amounts when necessary for individual Specific Authorizations; any required changes should be negotiated with each Specific Authorizations. The Owner's City Manager shall be the Owner's sole authority for determination of required coverage. In the event of any cancellation or reduction of coverage, the consultant shall obtain substitute coverage as required hereunder, without any lapse of coverage to Owner whatsoever.
- c. Consultant shall indemnify and hold Owner and its officers, directors, agents, or employees harmless from and against any and all claims, demand, suits, judgments, losses, or expenses of any nature whatsoever (including reasonable attorneys fees through appeal) to the extent that they arise from or out of any negligent or reckless act or omission of Consultant, its officers, directors, agents, sub-consultants, or employees or to the extent that they arise from any intentional wrongful misconduct of the Consultant, its officers, directors, agents, sub-consultants, or employees, the parties specifically agreeing that intentional misconduct includes, but is not limited to, any failure of Consultant, its employees, officers, directors, sub-consultants, or agents to perform its services hereunder in accordance with generally accepted professional standards or any negligent acts of Consultants, its officers, directors, agents, sub-consultants, or employees in performing its obligations hereunder. The provisions of this paragraph 10 a., b. and c. shall survive the expiration and termination of this Agreement.

11. Representation:

- a. Consultant hereby represents to Owner that it has the experience and skill to perform the services required to be performed by it hereunder; that it shall design to and comply with all applicable federal, state and local laws and codes, including, without limitations, all professional registration requirements (both corporate and individual for all required basic disciplines); that it shall perform said Services in accordance with generally accepted professional standards, in the most expeditious and economical manner, and consistent with the best interest of Owner; that it is adequately financed to meet any financial obligations it may be required to incur hereunder; and that the designs, plans, drawings, specifications or other work product of Consultant shall not call for the use of nor infringe on any patent, trademark, service mark, copyright or proprietary interest claimed or held by any person or business entity absent prior written consent from Owner.
- b. The Consultant, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of services to the Owner hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and 2) the Consultant shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this subsection, the Owner shall have the right to terminate this Agreement.
- c. The Consultant and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the services that may be rendered hereto, or to the wages paid by the Consultant to its employees. The Consultant shall also require, by contract, that all sub-consultants shall comply with the provisions of this subsection.
- d. The Consultant shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the Consultant to render its services or work as described herein. The

Consultant shall also require all sub-consultants to comply by contract with the provisions of this paragraph 11. Owner shall not pay or reimburse the Consultant for time or costs associated with maintenance of licenses, certifications, etc.

- e. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision by Consultant, the Owner shall have the right to terminate the Agreement without liability and, at the Owner's discretion, to deduct from the price or fees of any services, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration in accordance with Section 287.055(6), Florida Statutes.
- f. Any person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the Owner, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the Owner obtained in violation of this Section shall be subject to termination for cause. A sub-consultant who obtains a subcontract in violation of this subsection shall be removed from the Project and promptly replaced by a sub-consultant acceptable to the Owner.

12. Determination of Disputes:

Any disputes, difference claim or counterclaim between Owner and Consultant arising out of or in connection with this Agreement which cannot be amicably resolved by the parties through good faith negotiations shall first be submitted to nonbinding mediation for resolution. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the Owner shall select the mediator who, if selected solely by the Owner, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation; provided however, a lawsuit may be filed prior to the satisfaction of the mediation requirement in order to preserve a claim that will elapse due to an immediate forthcoming expiration of an applicable statute of limitation. In the event a lawsuit is filed prior to the completion of the mediation requirement, the lawsuit shall be abated upon motion of either party until such time as the mediation requirement has been satisfied. The parties shall share the mediator's fee equally. The mediation shall be held in Volusia County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. In the event these efforts are unsuccessful, the matter may be submitted to the Circuit Court in and for Volusia County, Florida for trial and determination by the court sitting without jury. Said parties hereby consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court in any matter so to be submitted to it, and they expressly waive the right to a jury trial.

13. Termination:

Anything herein to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have, at any time, the right to terminate this Agreement or any Specific Authorization upon seven (7) days

prior written notice to Consultant. In the event of termination, Owner's sole obligation and liability to Consultant, if any, shall be to pay to Consultant that portion of the fee earned by it, plus any earned amounts for Additional Services, based on the percentage of services completed, through the date of termination, plus any Reimbursable Expenses incurred (to the extent these are expressly allowed herein).

14. Assignment:

- a. This Agreement is for the personal services of Consultant and may not be assigned by Consultant in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Consultant, without prior written consent of Owner, which consent Owner may withhold in its sole discretion.

15. Notice:

- a. Notices required or permitted to be given hereunder shall be in writing, may be delivered personally or by mail, telex, cable or courier service and shall be deemed given when received by the addressee. Notices shall be addressed as follows.

If to Owner:
City of New Smyrna Beach
Community Redevelopment Agency
210 Sams Avenue
New Smyrna Beach, Florida 32168

If to Consultant:
Anderson-Dixon, LLC
102 South Orange Street
New Smyrna Beach, FL 32168

- b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.
- c. Consultant shall provide e-mail capabilities for Consultant's staff that allows Owner to exchange e-mail with specific employees and allows exchange of electronic files (ftp site to be provided for the transmission of large electronic files). Consultant shall establish and maintain a backup procedure for archiving and restoring all such electronic correspondence and files. No correspondence may be exchanged by e-mail that requires an original signature, seal, or which is a "final" version of any document, drawing, image or work product; all such correspondence shall be transmitted only in original, printed, sealed or written form as appropriate.

No e-mail correspondence shall include any material which is confidential, proprietary, or which is relevant to any litigation. All material transmitted by e-mail to Owner is subject to the broad Florida Public Records (Sunshine) Laws. The Owner's City Clerk shall serve as the Owner's authority for the purposes of compliance in this matter.

16. Promotion:

- a. Consultant shall acquire no right under this Agreement to use, and shall not use, the name of the Owner without Owner's prior expressed written consent. This shall not preclude use of the Owner's name as a professional reference.

17. Sub-Consultant / Separate Consultants:

- a. Any proposed Sub-Consultant shall be submitted to Owner for written approval prior to Consultant entering into an agreement with Sub-Consultant not announced in Consultant's response to the RFP in the written proposal and / or oral presentation.
- b. Consultant shall coordinate the services and work product of any Sub-Consultants, and remain fully responsible under the terms of the Agreement. Consultant shall be and remain responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by Consultant or its Sub-Consultants. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the designs, drawings, specifications, or other services produced pursuant to this Agreement.
- c. Any Sub-Consultant agreement shall reflect the terms of this Agreement and require the Sub-Consultant to assume performance of Consultant's duties commensurately with Consultant's duties to Owner under this Agreement, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Agreement.
- d. Consultant shall cooperate at all times with Owner, and cooperate and coordinate with and incorporate the work product of, any separate consultant in any fashion appropriate or necessary to facilitate the design and construction of Project within the Project Budget and related schedule.

18. Governing Law:

- a. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.
- b. The sole and exclusive venue for any litigation shall be in Volusia County, Florida before the County Court or Circuit Court of the Seventh Judicial Circuit, in and for Volusia County, Florida.
- c. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

19. Miscellaneous Provisions:

- a. If this Agreement contains any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision shall be stricken from this Agreement without affecting the binding force and effect of the Agreement or any of its other provisions, and both parties agree to attempt to negotiate an addendum to the Agreement that would resolve the stricken provision(s).
- b. Respecting the subject matter hereof, this Agreement contains the entire Agreement of the parties and their representatives and agents, and incorporates all prior understandings, whether oral or written. No change, modification or amendment, nor any representation, promise or condition, nor any waiver, to this Agreement shall be binding unless in writing and signed by a duly authorized officer of the party to be changed.
- c. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- d. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Consultant from any and all claims, demands and causes of action for compensation for services, costs or expenses which Consultant may have against Owner in any way related to the subject matter of this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of

the performance of this Agreement, and Consultant shall be and remain liable to Owner in accordance with law for all damages to Owner caused by Consultant's performance of any of the services furnished pursuant to this Agreement.

- e. It is understood and agreed that Consultant is acting as an independent contractor in the performance of its services hereunder, and nothing herein contained shall be deemed to create an agency relationship between Owner and Consultant.
- f. The rights and remedies of Owner provided for under this Agreement are in addition to any other rights and remedies provided by law.
- g. Consultant acknowledges and agrees that the Owner is a Florida municipality, and as such, the Owner's public property and the project(s) involved are not subject to construction liens pursuant to Chapter 713, Florida Statutes and other any liens. Consultant and its sub-consultants shall not file or record claims of lien or any other liens against any project or property owned by the Owner. Consultant hereby agrees to indemnify, defend and hold the Owner harmless from all liens filed by Consultant and its sub-consultants and all other claiming through Consultant against any project, work or property owned by the Owner, including for the Owner's attorneys' fees and costs.
- h. No Waiver of Sovereign Immunity. Nothing contained in this Agreement or any Specific Authorization shall be considered or deemed a waiver of the Owner's sovereign immunity protections.
- i. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DELAY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONSULTANT OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE CONSULTANT OR BY THE OWNER UNDER THIS AGREEMENT OR UNDER A SPECIFIC AUTHORIZATION ISSUED UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

CONSULTANT:

ANDERSON-DIXON, LLC

BY: _____
(Sign)
Richard Dixon, P.E. _____
(Print)

TITLE: Principal _____

DATE: _____

TAX ID # 26-2210842 _____

CITY OF NEW SMYRNA BEACH, FLORIDA

BY: _____
Adam Barringer, Mayor

DATE: _____

Attest:

Johnny R. Bledsoe
City Clerk

Approved as to form and legality for use and reliance by the City of New Smyrna Beach, Florida

Frank Gummey, III City Attorney

DATE: _____

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



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No Events

No Name History

Detail by Entity Name

Florida Limited Liability Company

ANDERSON-DIXON, LLC

Filing Information

Document Number L08000024743
FEI/EIN Number 262210842
Date Filed 03/07/2008
State FL
Status ACTIVE

Principal Address

102 S. ORANGE STREET
NEW SMYRNA BEACH FL 32168

Changed 04/13/2009

Mailing Address

102 S. ORANGE STREET
NEW SMYRNA BEACH FL 32168

Changed 04/13/2009

Registered Agent Name & Address

STORCH, GLENN D ESQ.
420 SOUTH NOVA ROAD
DAYTONA BEACH FL 32114 US

Manager/Member Detail

Name & Address

Title MGRM

ANDERSON, DONALD B
102 S. ORANGE STREET
NEW SMYRNA BEACH FL 32168

Title MGRM

DIXON, RICHARD J
102 S. ORANGE STREET
NEW SMYRNA BEACH FL 32168

Annual Reports

Report Year Filed Date

2009 04/13/2009

2010 01/05/2010

Document Images

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EXHIBIT 1
FEE PROPOSAL



Physical Address:
102 S. Orange Street
New Smyrna Beach, FL 32168

Mailing Address:
P.O. Box 1562
New Smyrna Beach, FL 32170

September 27, 2010

Ms. Michelle Martin
Project Manager
City of New Smyrna Beach CRA
210 Sams Avenue
New Smyrna Beach, FL 32168

Re: Scope of Services and Fee Estimate (Revised)
Washington Street Streetscape -- Phase 1
From Myrtle Avenue to US 1

Dear Ms. Martin:

Anderson-Dixon, LLC is pleased to submit this Scope of Services and Fee Estimate for the Washington Street Project. Our services will include the concept development, roadway improvements, stormwater system improvements, landscape and irrigation. More specifically, these services include the following:

1. Concept Development & Public Involvement

\$19,000

- Attend up to five (5) meetings with CRA Staff to discuss project details for the streetscape improvements, scheduling, permitting, utilities and other matters pertaining to the project scope
- Prepare up to three (3) concept plan alternatives, which includes different traffic pattern variations and right-of-way options
- Prepare and participate in three (3) public presentation meetings with the affected property owners and residents
- Participate in debriefing meeting with CRA Staff to evaluate public comments and develop final design concepts for proceeding with final design

2. Roadway Improvements

\$41,000

- Prepare final engineering design, calculations, construction drawings based on the approved concept plan and public comments
 - Horizontal and Vertical Alignment
 - Typical Sections
 - Roadway Plan and Profile
 - Intersection Details
 - Roundabout Details

**Washington Street Streetscape
Scope of Services and Fee Estimate (Revised)
September 27, 2010**

Page 2

- Driveway Interconnection Plan to Julia Street
 - Roadway Connection to US 1
 - Utility Designations
 - Notes and Construction Details
 - Maintenance of Traffic
 - Signing and Pavement Markings
 - Lighting
-
- Geotechnical subsurface exploration for pavement
 - Preliminary archeological assessment shovel tests
 - Develop Specifications
 - Prepare Engineering Construction Cost Estimates
 - Coordinate with affected Utility Owners
 - Coordinate with FEC Railroad
 - Attend one (1) City Commission Meeting
 - Attend up to four (4) CRA Staff Meeting to coordinate project issues
 - Participated in up to three (3) document review meetings
 - Provide one (1) set of Plans and Specifications for project (One (1) Hardcopy and One (1) Electronic Copy)
- 3. Drainage & Permitting \$43,000**
- Prepare engineering design, drainage calculations and stormwater permitting for drainage collection systems, storm drains and exfiltration system with underground vault
 - Drainage survey to supplement topo survey provided by CRA
 - Geotechnical subsurface soil borings and permeability testing for exfiltration system
 - Evaluation of improvements to existing outfalls on Myrtle Street and Dimmick Street
 - Coordinate and permit with St. Johns River Water Management District
 - Design best management practices
 - Prepare stormwater pollution prevention plan
 - Incorporate design and drainage details into roadway plans
 - Submit Notice of Intent to FDEP
 - Coordinate with City and CRA Staff, as necessary
- 4. Landscape and Irrigation \$23,000**
- Evaluate the existing trees and canopy
 - Coordinate with City and CRA Staff on plant material selection and irrigation control preferences
 - Prepare landscape and irrigation design
 - Incorporate landscape and irrigation plans into roadway construction plan set
 - Develop specifications

5. Project Management

Included in Other Items

- Provide day to day project management
- Coordinate all sub consultant design activities
- Coordinate with City and CRA staff
- Provide one point contact for project
- Maintain progress reports and hold progress meetings

Design Budget Amount

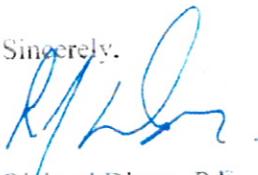
\$126,000

The following items are not included in this scope of work, but can be provided upon request as additional services.

- Right-of-way and as-built surveys
- Documentation and services for right-of-way involvement or acquisition
- Environmental evaluation
- Contamination Assessments
- Permitting Fees (SJRWMD & FDEP)
- Off-site Drainage Improvements
- Utility Relocation Design
- Signalization Plans

If you have any questions or need additional information, please feel free to contact me at (386) 428-5834. We look forward to working with you on this project and are available to start the work immediately upon notice to proceed.

Sincerely,



Richard Dixon, P.E.
Principal
ANDERSON-DIXON, LLC

Attachment

c: File

CRA AGENDA ITEM SUMMARY

| | | |
|---|-------------|--|
| Staff Member Making Request: Tony Otte | | |
| Meeting Date: October 6, 2010 | | |
| Action Item Title: Friends of Canaveral – Grants & Aids questions | | |
| Agenda Section: Consent _____ Public Hearing _____ Special Items <u> X </u> | | |
| <p>Summary Explanation and Background</p> <p>At their July 7, 2010 meeting the CRA approved the Grants & Aids application for Friends of Canaveral for a first time event called “Canaveral Seashore Paint Out” in the amount of \$10,000, which represents 18% of the overall event budget.</p> <p>Ms. Pat Skrtic, Paint Out project Chair called the CRA office and inquired if, under item 4. Other approved items at the discretion of the CRA Board in the Grants and Aids Guidelines she would be allowed to use part of the grant money towards tent rental (see attached Rental Quote from Kirby Rentals, LLC in the amount of \$1,045.60).</p> | | |
| <p>Recommended Action/Motion:</p> <p>Since this is a first time event and no additional monies are being requested, staff recommends approval of the request to include the tent rental as a reimbursable expense.</p> | | |
| <p>Funding Analysis: Budgeted If not budgeted, recommend funding account:</p> <p>No additional monies requested. Grant amount remains \$10,000.</p> | | |
| <p>Exhibits Attached:</p> <ol style="list-style-type: none"> 1. Email from Pat Skrtic 2. Kirby Rentals, LLC Rental Quote 3. Excerpt from Grants & Aids Guidelines | | |
| Reviewed By: | Name | Signature |
| CRA Director | Tony Otte |  |
| Commission Action | | |

Soulie, Claudia

From: Pat [patskrtic15@gmail.com]
Sent: Monday, September 27, 2010 1:49 PM
To: Soulie, Claudia
Subject: Friends of Canaveral Request to Reallocate CRA Grant
Attachments: Friends of Canaveral 9-27-10 Quote.pdf; ATT654343.htm

Attn: Mr. Tony Otte and CRA Board Members:

Dear Mr. Otte and CRA Board Members:

The Friends of Canaveral is requesting permission to reallocate a portion of the \$10,000 CRA funding awarded under the Grants and Aids Program for promotional activities, advertising and mailouts, and discretionary items upon approval of the Board.

We are not seeking additional funding. We would like to allocate approximately \$700-\$800 of the current funding toward rental of a tent for the Patron's Gala to be held as part of the Canaveral Seashore Plein Air Paint Out, Friday, November 12, 2010. I feel that this rental is justified because the Gala is a highly publicized promotional event, and the safety and comfort of our guests and the art that will be displayed/sold will be ensured.

We did not apply for this item originally because we thought that we could host the art and the guests inside the Eldora State House; however, our success with pre-event advertising has generated a greater response than we had anticipated. We will now exhibit the art inside the Eldora House, and host our buffet, guests and entertainment in a tent to be rented from Kirby Tent Rental.

I have attached a preliminary estimate from Kirby for a 30x40 tent (\$660 plus pick up and delivery). Regarding other charges on the invoice: Most of these will not apply. The 10x10 tent will be provided and paid for by SVAA; I have obtained the round tables on loan at no cost from Atlantic Center for the Arts. Kirby is giving us \$175 discount and two fire extinguishers at no charge in exchange for a 1/2 page ad in the Paint Out Program.

We have had good in-kind services from the media, so I do not feel that we are sacrificing the quality or quantity of our publicity if the CRA agrees to this reallocation request.

We appreciate your support, and look forward to continue working with you to promote the beauty and economic vitality of our area.

Sincerely,
Pat Skrtic
Friends of Canaveral Paint Out Chairman
www.canaveralseashorepaintout.org



RENTAL QUOTATION

115 BUSINESS CENTER DRIVE, SUITE 1
 ORMOND BEACH, FLORIDA 32174
 (800) 377-6006 OR (386) 677-5302
 (386) 672-7576 FAX

Prepared by: Caroline Courtemanche
 Email: Caroline@KirbyTentOrmond.com

Visit us on the Web: www.KirbyTent.com

| Quote Prepared For: | Delivery Address: |
|----------------------------|------------------------------------|
| Friends of Canaveral, Inc. | Canaveral National Seashore |
| 412 Hannah Jeanne Circle | Apollo District, Eldora Statehouse |
| New Smyrna Beach, FL 32169 | South Atlantic Avenue |
| | New Smyrna Beach, FL 32169 |

Contact: **Pat Skrtic**
 Phone: (386) 428-6151
 Fax:
 Email: patskrtic@cfl.rr.com

Delivery Date: **SEE DESCRIPTION**
 Pick-up Date: **11/15/10**
 Event Date:
 Comments: Grass surface—Tents will be staked

| QTY | DESCRIPTION | UNIT PRICE | EXTENDED |
|-----|--|------------|----------|
| 1 | 10' x 10' Frame Tent (sidewalls included) | \$257.00 | \$257.00 |
| | <i>Delivery Date: 11/05 – weekly rate</i> | | |
| 1 | 30' x 40' Frame Tent (sidewalls included) | \$660.00 | \$660.00 |
| | <i>Delivery Date: 11/11 or 11/12 – daily rate</i> | | |
| 2 | Fire Extinguishers – No charge | | |
| 8 | 36" Round Tables on Extensions | \$11.35 | \$90.80 |
| 8 | 120" Round Table Cloths – Polyester | \$11.60 | \$92.80 |
| | COMMENTS: | | |
| | <i>Customer is responsible for all applicable permits and obtain letter of authorization to erect tents on property.</i> | | |
| | <i>Tent prices include set-up and break-down.</i> | | |
| | <i>40'x50' footprint required for 30'x40' tent.</i> | | |

NO DEPOSIT REQUIRED

COD POLICY:

Full payment must be received no later than 2 days prior to delivery.

| | |
|----------------------------|--------------------------------------|
| Sub-Total: | \$1,100.60 |
| <i>Discount ½ page ad:</i> | <i>-\$175.00</i> |
| <i>Delivery/Pickup:</i> | <i>\$120.00</i> |
| <i>Set/Strike:</i> | <i>N/A</i> |
| <i>Overtime:</i> | <i>N/A</i> |
| Adjusted Total: | \$1,045.60 |
| <i>Sales Tax:</i> | <i>Exempt – Certificate Required</i> |
| TOTAL: | \$1,045.60 |

LOOKING FORWARD TO DOING BUSINESS WITH YOU SOON!

Availability on ALL Quoted Items Must be Verified Prior to Ordering.

Funding Request Criteria

Applications will be considered & ranked, based on the following factors:

1. Extent to which the project has publicity potential, with a ranking for local, state, regional, national and specific markets that will be targeted.
2. Extent to which the requesting organization has identified how the activity will enhance the economic vitality of the CRA district.
3. Reasonableness of total project cost and the percentage of funding requested of the CRA.
4. Identification of other private and public funding sources that have been realistically identified and applied for.
5. Information on the history of the organization requesting the grant and the event (if applicable).
6. Number of years the event has taken place.

Required Information

All proposals for funding must be accompanied by a complete application and the following attachments.

1. Projected budget for the program.
2. A complete listing of the organization's current officers and directors, including addresses and telephone numbers.
3. Most recent IRS filing.

Promotional costs that may be funded

1. Promotional activities and advertising.
2. Mail outs.
3. Special Event Insurance.
4. Other approved items at the discretion of the CRA Board.

Prohibited use of funds

1. Operating expenditures including salaries or other compensation.
2. Professional services including but not limited to legal, medical, engineering, accounting, auditing, and consulting.
3. Prize money, scholarships, awards, plaques or certificates.
4. Tangible personal property.
5. Interest or reduction of deficits or loans.
6. Travel expenses.
7. Alcoholic beverages.

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Tony Otte

Meeting Date: October 6, 2010

Action Item Title: Request for Project Funding: Dolphin View Seafood Restaurant

Agenda Section: Consent_____ Public Hearing_____ Special Items__x__

Summary Explanation and Background

At the September 8 CRA meeting the owner of the Dolphin View Restaurant made a presentation requesting funds for the renovation of his business. At present his business has two separate components:

1. A fishing/tour boat, which has a capacity of taking 112 passengers. Last year the boat took on approximately 8,000 passengers; and
2. The Dolphin View Seafood Restaurant has 150 seats, and last year served 89,000 entrees. An estimated 10% additional customers came in who did not order entrees, for an estimated total number of restaurant customers at 97,900 last year. With boat customers it is estimated that over 100,000 visits were made to the business.

At present all 150 seats within the restaurant are outdoors – either on the dock under shade cloth, or in a bar area known as the “Tiki Hut”. When weather conditions are unfavorable – such as during the hottest summer months and the coldest days in the winter – sales are nearly non-existent. This past summer and winter were particularly difficult, with extreme hot and cold weather, and business has suffered.

To address the situation, the business owner wishes to renovate the building and move seats inside to a heated and cooled space. As mentioned at the September 8 meeting, the renovation is estimated to cost \$100,000. The property owner has discussed the possibility of providing the following:

1. \$25,000 loan towards the cost of construction; and
2. A reduction in lease payments equal to \$28,000 over three years.

At the September 8 meeting the business owner (George Richford Jr.) in effect asked the CRA to create a program that would provide 75/25 (CRA/property owner) funding for renovations to a high priority business such as a restaurant. The CRA discussed this request and it was noted that in the current CRA programs for commercial property improvements, a 50% match is required. The CRA also directed Mr. Richford to meet with Tony Otte.

Mr. Richford and his restaurant general manager (Lorna Maniscalco) met with Tony Otte and Mark Hall in Mr. Hall's office on September 14. As a result of this discussion there were two proposals developed to be explored:

1. Approach the owner and ask if the reduced lease payments could be made to the CRA, thus effectively reducing the project from 75/25 to 50/50. Mr. Richford reported that the property owner replied that the reduction in lease payment was for the specific purpose of helping the business owner meet the lease payment during this difficult economic time and did not wish for those funds to go to the CRA.

Summary Explanation and Background continued

2. The possibility of the CRA leasing parking spaces: At present, the parking lot at this location has 92 parking spaces, and the combination of 150 restaurant seats and 112 boat seats require 92 parking spaces; however, there is a special reduced parking requirement zone that provides a 50% reduction in the parking space requirement. At present the zone's eastern boundary is on Riverside Drive. Properties on the west side of Riverside are in the zone, and properties on the east side of Riverside are presently not in the zone. The Dolphin View Restaurant is on the east side of Riverside Dr and is just outside the reduced parking requirement zone. Planning and Zoning Director Gail Henrikson stated that she would be willing to explore expanding the zone for the entire CRA. Such a change would have to be approved by the Planning and Zoning Board and the City Commission. If approved, the change would not go into effect until December at the earliest.

If approved, the parking requirement for the Dolphin View would change from 92 spaces to 44 spaces. The 48 spaces not required could be leased by the CRA for \$25,000 – which at (say) \$125 per space per year would provide a lease for nearly 3 and ½ years.

The combination of a lease payment for 48 spaces for 3 plus years plus the property owner's \$25,000 would conceptually bring the project to a 50/50 level.

This proposal is not attractive to Mr. Richford, who is concerned that by the time the text change is approved for the parking space requirement reduction zone, and the necessary construction time, he will endure a large portion of the winter season without indoor seating once again.

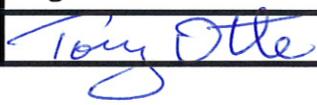
Mr. Richford and his General Manager, Ms. Lorna Maniscalco, wish to discuss this project further with the CRA.

Recommended Action/Motion:

Staff requests discussion on this item.

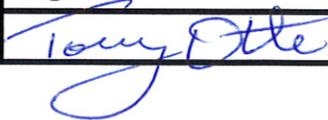
Funding Analysis: Budgeted x If not budgeted, recommend funding account: Capital Outlay, Development Assistance and Incentives, \$1,379,533

Exhibits Attached: None

| Reviewed By: | Name | Signature |
|--------------|-----------|--|
| CRA Director | Tony Otte |  |

Commission Action

CRA AGENDA ITEM SUMMARY

| | | |
|--|-------------|--|
| Staff Member Making Request: Tony Otte | | |
| Meeting Date: October 6, 2010 | | |
| Action Item Title: Badcock Building – Progress Report | | |
| Agenda Section: Consent _____ Public Hearing _____ Special Items <u> x </u> | | |
| Summary Explanation and Background The potential buyers and redevelopers of the Badcock Building at the SE corner of US 1 and Canal St wish to address the CRA and make a progress report. | | |
| Recommended Action/Motion: No staff recommendation – this is a report item. | | |
| Funding Analysis: Budgeted _____ If not budgeted, recommend funding account: Not Applicable at this time. | | |
| Exhibits Attached: Lease information | | |
| Reviewed By: | Name | Signature |
| CRA Director | Tony Otte |  |
| Commission Action | | |

FOR LEASE / REDEVELOPMENT

New Smyrna Beach, Florida

Contact:

Ernie Johnson, Broker

2600 Turnbull Estates Dr.

New Smyrna Beach, FL 32168

erjohnson386@aaf.net 386.478.0008 W

386.547.5660 C

386.426.0027 F

Demographics:

New Smyrna Beach
24,000

Edgewater 20,300

Port Orange 52,800

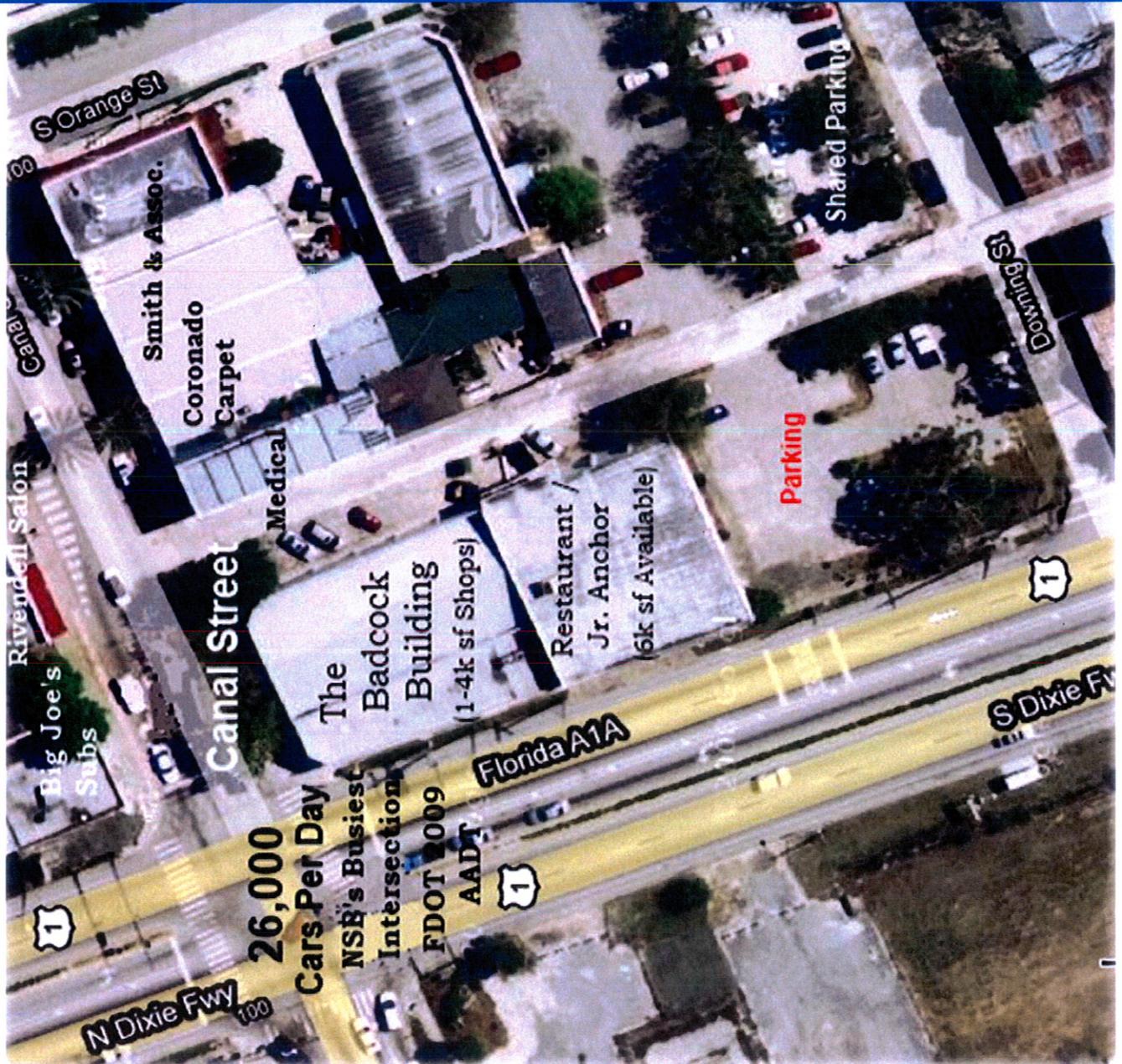
Volusia County 500,000

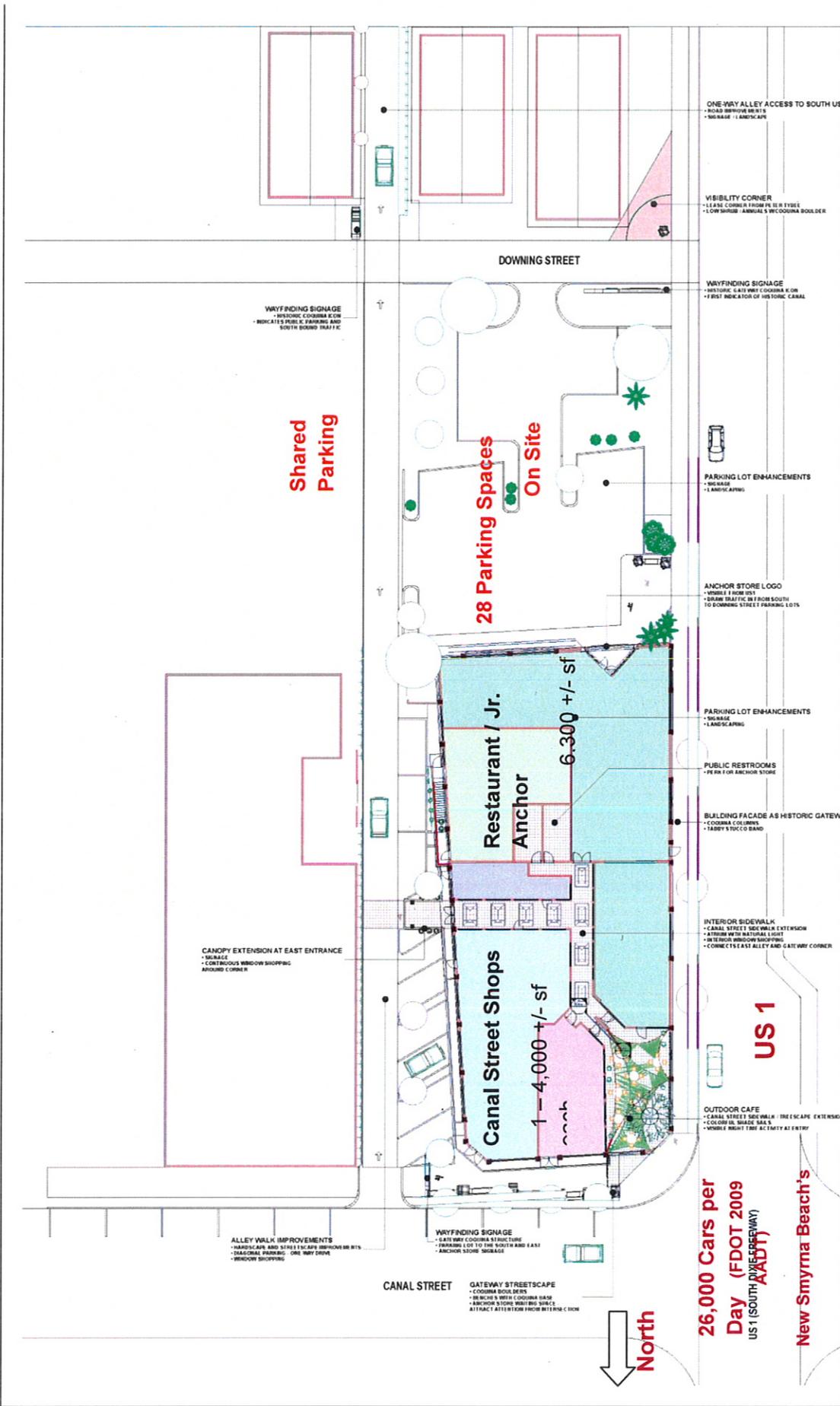
100th Biggest MSA in the US

Corner of US 1 & Canal

Busiest Intersection in NSB

26,000 FDOT 2009 AADT (Highest NSB Traffic Count)





City of New Smyrna Beach Zoning Ordinance: MU – Mixed Use District (Central Business District). A variety of Commercial uses are allowable, including:

Retail, Office, Business Services, Restaurants, Hotels, Motels, along with residential uses including Multi-Family

Currently there are 28 total parking spaces. However, Parking will be shared with the CRA / City lot adjacent approximately doubling spaces

26,000 Cars per Day (FDOT 2009 AADT)
US 1 (SOUTH DIVERSEWAY)

New Smyrna Beach's

US 1

Shared Parking

28 Parking Spaces On Site

Restaurant / Jr. Anchor
6,300 +/- sf

Canal Street Shops
1-4,000 +/- sf



- ONE-WAY ALLEY ACCESS TO SOUTH US
 - ROAD IMPROVEMENTS
 - MESSAGE / LANDSCAPE
- VISIBILITY CORNER
 - LEAVE CORNER FROM PER SE R STREET
 - LOW BOULDER / ANCHOR'S WOODEN BOULDER
- WAYFINDING SIGNAGE
 - HISTORIC COLORED SIGN
 - INDICATES PUBLIC PARKING AND SOUTH BOUND TRAFFIC
- WAYFINDING SIGNAGE
 - HISTORIC CLAY WY COLORED SIGN
 - FAST INDICATOR OF HISTORIC CANAL
- PARKING LOT ENHANCEMENTS
 - MESSAGE
 - LANDSCAPING
- ANCHOR STORE LOGO
 - MESSAGE / SIGN POST
 - DRIVE TRAFFIC BE FROM SOUTH TO DOWNING STREET PARKING LOTS
- PARKING LOT ENHANCEMENTS
 - MESSAGE
 - LANDSCAPING
- PUBLIC RESTROOMS
 - PER FOR ANCHOR STORE
- BUILDING FACADE AS HISTORIC GATEWAY
 - COLORED COLUMNS
 - HARRY'S TRUCK CO SIGN
- INTERIOR SIDEWALK
 - CANAL STREET SIDEWALK EXTENSION
 - ATTRACTION WITH NATURAL LIGHT
 - INTERIOR WINDOW SHOPPING
 - CONNECTS EAST ALLEY AND GATEWAY CORNER
- OUTDOOR CAFE
 - CANAL STREET SIDEWALK / TREESCAPES EXTENSION
 - COLORED MESSAGE WALLS
 - MESSAGE NIGHT TIME ACTIVITY AT ENTRY
- ALLEY WALK IMPROVEMENTS
 - HANDSCAPE AND STREETSCAPE IMPROVEMENTS
 - TRADITIONAL PARKING - ONE WAY DRIVE
 - WINDOW SHOPPING
- WAYFINDING SIGNAGE
 - GATEWAY COLORED SIGNATURE
 - PARKING LOT TO THE NORTH AND EAST
 - ANCHOR STORE MESSAGE
- GATEWAY STREETSCAPE
 - COLORED SIGNATURE
 - MESSAGE WITH COLORED SIGN
 - ANCHOR STORE WAYFINDING SIGNAGE
 - ANCHOR STORE WAYFINDING SIGNAGE
 - ATTRACT ATTENTION FROM WEST SIDE



Canal Street Shops & Plaza

FISHBONES
CAFE

Canal Street & US 1
Intersection



Junior Anchor or Restaurant

Canal

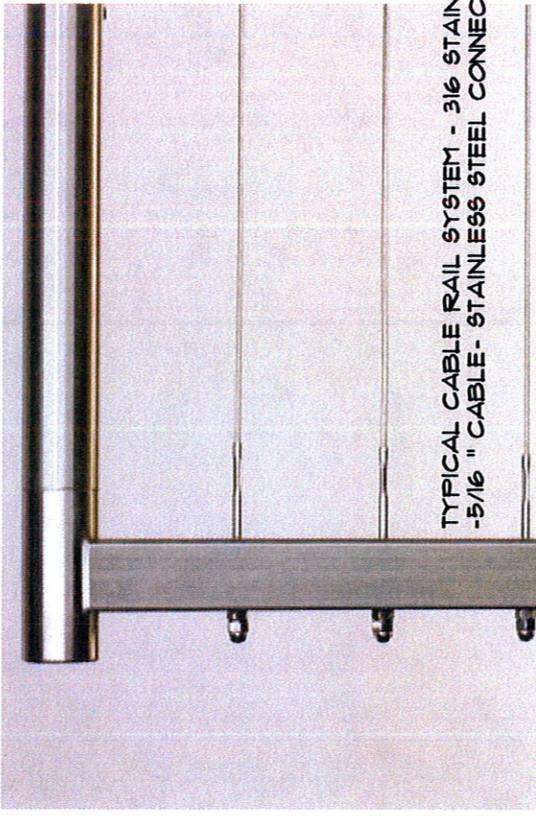
North US 1

CANAL STREET PLAZA
FISH ONIONS RESTAURANT

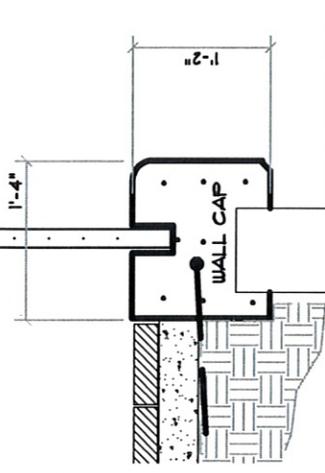
PARKING

CRA AGENDA ITEM SUMMARY

| | | |
|---|-------------|------------------|
| Department Making Request: Community Redevelopment Agency | | |
| Meeting Date: October 6, 2010 | | |
| Action Item Title: Report on the Flagler Boardwalk Seawall Project | | |
| Agenda Section: Consent_____ Public Hearing_____ Special Items__x__ | | |
| Summary Explanation and Background Dave Dacar and Ted Williamson made a presentation at the September 8 CRA meeting regarding the seawall investigation. They were requested to return with a follow-up report with the estimated costs for the repair of the seawall, and the cost of the replacement of the railing and the handicapped ramp. They will be present at the meeting to provide the information requested. | | |
| Recommended Action/Motion: CRA staff requests discussion on this item. | | |
| Funding Analysis: Budgeted__x__ If not budgeted, recommend funding account: 12051502 567777 Flagler Avenue Boardwalk: FY 11: \$482,669 plus unused portion of FY 10 PO. CRA Master Plan Cost Estimate is \$2,000,000 | | |
| Exhibits Attached: Work Cost Summary | | |
| Reviewed By: | Name | Signature |
| CRA Director | Tony Otte | |
| | | |

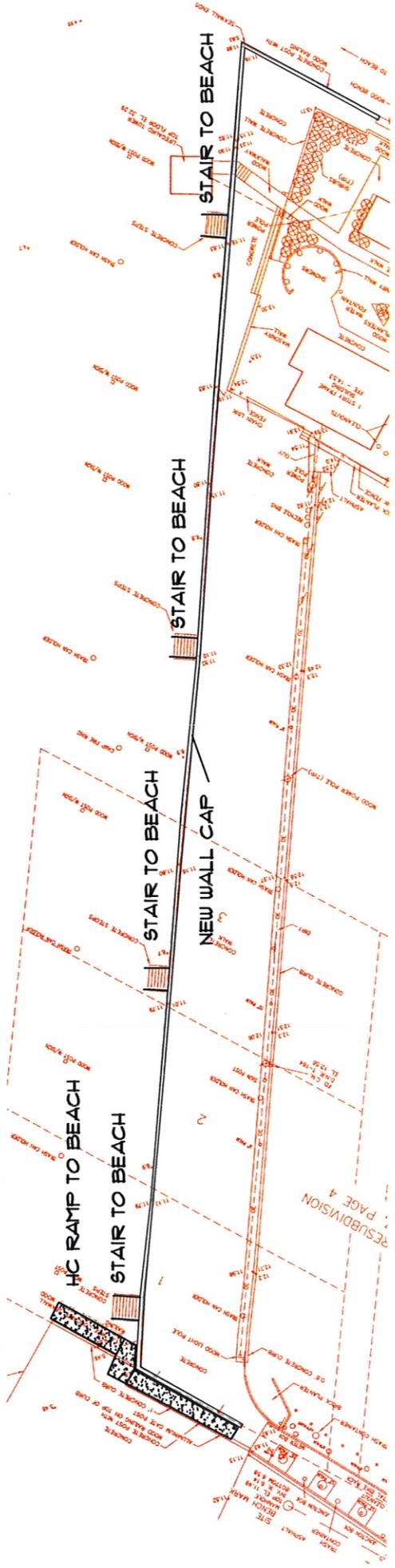


TYPICAL CABLE RAIL SYSTEM - 3/16 STAINLESS STEEL CABLE
 -5/16 " CABLE- STAINLESS STEEL CONNECTIONS



WALL REPAIR / REFINISHING TO 6' DEPTH

NEW SEA WALL CAP WITH CABLE RAIL ASSEMBLY, NEW SOIL FILL ADJACENT TO WALL-NEW CONC. SUBBASE AND PAVERS



WORK COST SUMMARY

SCHEDULE OF WORK FOR FLAGLER AVE. SEA WALL / RETAINING WALL --SEPT. 21, 2010



THE FOLLOWING REPRESENT A BUILDING COST ESTIMATE FOR THE REPAIR TO THE SEA WALL, ADJACENT STEPS AND PROVIDING A NEW HANDICAP RAMP TO THE BEACH



| ITEM NUMBER | DESCRIPTION OF WORK | UNIT TYPES- MAN HOUR | NUMBER OF UNITS OF LABOR | COST PER MAN HR OF LABOR \$ | LABOR COST TOTAL | UNIT TYPES | NUMBER OF UNITS OF MATERIAL | COST PER QUANTITY OF MATERIAL | MATERIAL COST TOTAL | LABOR / MATERIAL GRAND TOTAL |
|---------------------------------------|--|----------------------|--------------------------|-----------------------------|------------------|------------|-----------------------------|-------------------------------|---------------------|------------------------------|
| 1 | DEMOLITION TOP CAP / WALL SHORING | HR | 200 | \$25 | \$5,000 | LS-EQ | 1 | \$1,200 | \$1,200 | \$6,200 |
| 2 | DEMOLITION OF 36" WIDE BRICK AREA NEXT TO CAP | HR | 100 | \$25 | \$2,500 | LS-EQ | 1 | \$800 | \$800 | \$3,300 |
| 3 | DIGGING FOR DEAD MEN | HR | 150 | \$25 | \$3,750 | LS-EQ | 1 | \$400 | \$400 | \$4,150 |
| 4 | DEMOLITION FOR HC RAMP | HR | 60 | \$25 | \$1,500 | LS-EQ | 1 | \$400 | \$400 | \$1,900 |
| 5 | FORMING OF WALL CAP | HR | 160 | \$30 | \$4,800 | LS | 1 | \$1,800 | \$1,800 | \$6,600 |
| 6 | PLACING OF STEEL REBAR FOR WALL CAP | HR | 24 | \$25 | \$600 | LFT | 3600 | \$1 | \$3,600 | \$4,200 |
| 7 | POURING OF WALL CAP | HR | 8 | \$60 | \$480 | YD | 25 | \$150 | \$3,750 | \$4,230 |
| 8 | REWORKING EXIST. DEAD MEN INTO CAP | HR | 50 | \$25 | \$1,250 | EA | 50 | \$100 | \$5,000 | \$6,250 |
| 9 | PLACING NEW DEAD MEN TIE RODS | HR | 150 | \$25 | \$3,750 | EA | 50 | \$350 | \$17,500 | \$21,250 |
| 10 | PLACING OF STEEL / POURING CONC. FOR DEAD MEN | HR | 100 | \$25 | \$2,500 | EA | 50 | \$50 | \$2,500 | \$5,000 |
| 11 | RE-COMPACTING SOIL AND POURING NEW 4" CONC. IN 36" STRIP | HR | 60 | \$25 | \$1,500 | YD | 30 | \$175 | \$5,250 | \$6,750 |
| 12 | RE-BRICKING 36" WIDE STRIP AND OTHER PAVER REPAIRS | HR | 24 | \$25 | \$600 | SF | 1800 | \$3 | \$5,400 | \$6,000 |
| 13 | EPOXY DOWELING IN STEPS TO NEW WALL CAP | HR | 32 | \$25 | \$800 | EA | 4 | \$100 | \$400 | \$1,200 |
| 14 | ELECTRICAL LIGHTING ALONG CAP / GUARDRAIL | HR | 40 | \$50 | \$2,000 | LS | 1 | \$2,500 | \$2,500 | \$4,500 |
| 15 | NEW WALL CAP CABLE RAIL GUARD | HR | 50 | \$40 | \$2,000 | LFT | 500 | \$150 | \$75,000 | \$77,000 |
| 16 | HIGH PRESSURE 40,000 PSI WALL PANEL CLEANING | HR | 0 | \$0 | \$0 | SF | 3000 | \$2 | \$6,000 | \$6,000 |
| 17 | REFACING WALL PANELS TO A 6' DEPTH | HR | 60 | \$40 | \$2,400 | SF | 3500 | \$4 | \$14,000 | \$16,400 |
| 18 | CONCRETE WALL PATCHING / REBAR REPLACEMENT | HR | 30 | \$40 | \$1,200 | SF | 200 | \$50 | \$10,000 | \$11,200 |
| 19 | EXCAVATION / REFILL ADJACENT TO REPAIRED SEAWALL | HR | 30 | \$25 | \$750 | LS-EQ. | 1 | \$500 | \$500 | \$1,250 |
| 20 | NEW HANDICAP RAMP FORMED / POURED | HR | 125 | \$25 | \$3,125 | SF | 360 | \$60 | \$21,600 | \$24,725 |
| 21 | NEW HANDICAP RAILING SYSTEM | HR | 20 | \$30 | \$600 | LFT | 65 | \$100 | \$6,500 | \$7,100 |
| 22 | NEW STAIR CABLE RAILING SYSTEM | HR | 32 | \$30 | \$960 | LFT | 80 | \$150 | \$12,000 | \$12,960 |
| 23 | PAINTING / SEALING WALL / CAP MISC. AREAS | HR | 30 | \$30 | \$900 | SF | 4500 | \$1 | \$4,500 | \$5,400 |
| BASE SUM TOTAL ESTIMATED COST OF WORK | | | | 1535 | \$42,965 | MAT. COST | | | \$200,600 | \$243,565 |

OVERHEAD AND PROFIT 20%-----

\$48,713

GRAND TOTAL PROJECT AMOUNT-----

\$292,278

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Tony Otte

Meeting Date: October 6, 2010

Action Item Title: Independent Business Move-in Incentive Program

Agenda Section: Consent_____ Public Hearing_____ Special Items__x__

Summary Explanation and Background

The purpose of the proposed Independent Small Business Move-in Incentive Program is to provide an incentive for independent businesses from outside the City that do not duplicate existing business types, to locate to vacant leasable spaces within the CRA. This program was discussed at the July, August, and September CRA meetings as well as a meeting held August 17 with Canal St property owners and Ned Harper of the Small Business Development Center, Daytona State College. Suggestions received for this program are as follows:

- Rent reasonableness needs to be assured. Staff suggests that the property owner justify the rent as measured against other comparable space rents as well as a history of rents charged for that space.
- The program's funding breakdown should be as follows: 50% from the tenant; 25% from the property owner; 25% from the CRA;
- The maximum amount of CRA funds per grant would be \$5,000.
- The program would be limited to a one year trial period, with a maximum of \$25,000 total, to be taken from the Development Assistance and Incentives portion of the Capital Outlay line item (12051502 567209) in the FY 10-11 budget. The total allocation for that line item is \$1,379,533.
- The program is limited to small, independent businesses. A small, independent business is defined as follows:
 - A company that is not publicly traded
 - A company that is at least 50% owned by area residents
 - A company that provides goods and/or services from a fixed location for direct consumption by the purchaser
 - A company with a limited number of locations, all within the region or state
 - A company with 20 employees or less at this location
- The program should be adopted for a one year trial basis, with an evaluation at year end to determine if the program is worth continuing.
- Rather than put restrictions as to the number and type (full-time or part-time) of employees, simply have the business owner sign a statement that they will comply with all applicable wage laws.

Summary Explanation and Background continued

- On the question of whether there should be a prohibition against new or start-up businesses, Ned Harper of the Small Business Development Center (SBDC) proposed that a new business would be acceptable if it were properly capitalized. The business also needs a business plan. Mr. Harper offered the services of the SBDC to review applications to give an opinion on compliance with these criteria.
- The program must be streamlined to enable a business to get approval quickly with a minimum of paperwork.
- This program is limited to restaurant types and retail business types that are not currently in the area.
- Ranking system: If more than five business apply at the same time, ranking will be considered as follows:
 - A type of restaurant that is not currently in the area that is open until 9 pm. 100 points
 - A bank 90 points
 - A retail business that is open until 7 pm. 75 points
 - A retail business that is not open past 5 pm. 50 points
 - A professional office 25 points
 - If more than one applicant in a category, applications will be considered on a first come, first serve basis.

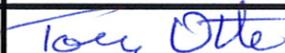
Recommended Action/Motion:

Approval.

Funding Analysis: Budgeted x If not budgeted, recommend funding account:

Funding in the Capital Outlay line item of the budget, for the Development Assistance and Incentives appropriation – line item 12051502 567209 \$1,379,533.

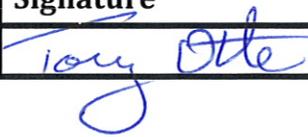
Exhibits Attached: None

| Reviewed By: | Name | Signature |
|--------------|-----------|--|
| CRA Director | Tony Otte |  |

Commission Action

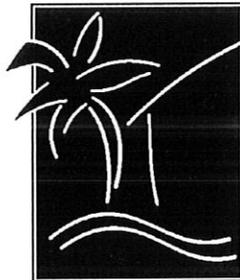


CRA AGENDA ITEM SUMMARY

| | | |
|--|-------------|--|
| Staff Member Making Request: Tony Otte | | |
| Meeting Date: October 6, 2010 | | |
| Action Item Title: Proposed Changes to Commercial Property Improvement Grant (PIG) Guidelines/Application | | |
| Agenda Section: Consent <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Special Items <input type="checkbox"/> | | |
| <p>Summary Explanation and Background</p> <p>Staff is in the process of reviewing the guidelines and applications for the current CRA grants and has chosen to submit changes to the Commercial Property Improvement Grant as it is the most frequently awarded Grant.</p> <p>Revisions to the other Grants will be brought forward at future CRA meetings.</p> | | |
| <p>Recommended Action/Motion:</p> <p>Approve proposed changes.</p> | | |
| <p>Funding Analysis: Budgeted If not budgeted, recommend funding account:</p> <p>N/A.</p> | | |
| <p>Exhibits Attached:</p> <ol style="list-style-type: none"> 1. Commercial PIG Guidelines w/changes 2. Commercial PIG application w/changes | | |
| Reviewed By: | Name | Signature |
| CRA Director | Tony Otte |  |
| Commission Action | | |

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

**COMMERCIAL
PROPERTY IMPROVEMENT GRANT
PROGRAM**



GUIDELINES AND APPLICATION

Further information and assistance may be obtained by contacting:

**The CRA office
Phone: 386-424-2266**

COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

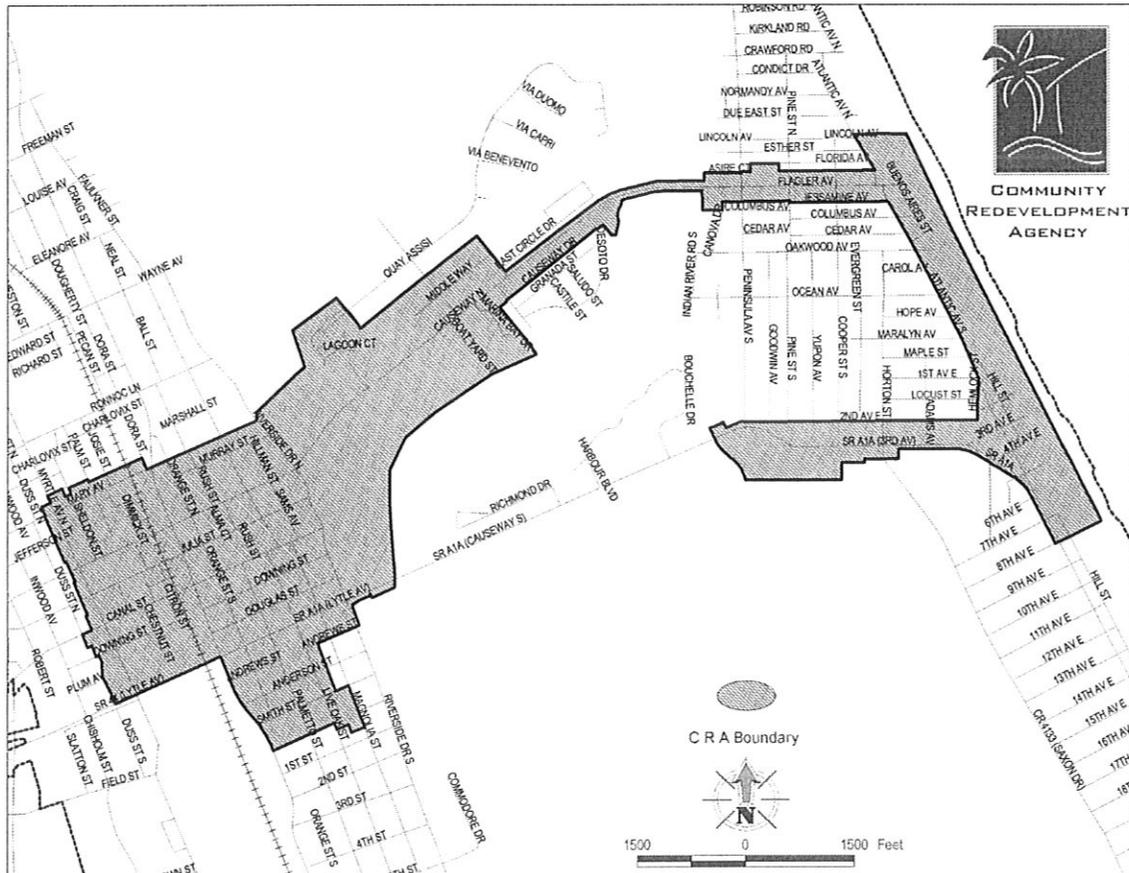
The New Smyrna Beach COMMUNITY REDEVELOPMENT AGENCY (CRA) will consider providing financial incentives for EXTERIOR RENOVATION AND NEW CONSTRUCTION on commercial projects within the CRA District in order to achieve noticeable visual changes and create a positive impact.

The CRA Board will review and consider each application as measured by goals, priorities and objectives of the CRA Redevelopment Plan and the adopted Design Guidelines. DESIGN GUIDELINES for each business area within the CRA District are available for reference at the CRA office or at www.cityofnsb.com in order to ensure design compliance of the application. **Applications must be approved by the CRA prior to work beginning.**

Applications under the Commercial Property Improvement Grant Program are accepted and reviewed by the CRA Board for award consideration during their monthly meetings, held the first Wednesday of each month. Applications must be submitted to CRA staff at least two (2) weeks prior to the meeting date.

PROGRAM AREA

The Commercial Property Improvement Grant Program is available to applicants with properties located in the CRA District.



PROGRAM OBJECTIVES

The Community Redevelopment Commercial Property Improvement Grant Program is designed to achieve specific redevelopment objectives within these areas of the Community Redevelopment CRA District, such as:

- To stimulate reinvestment within the District by creating an atmosphere which will enhance new business growth, development and job opportunities.
- To encourage creative design solutions for individual buildings while promoting a sense of “relatedness” similarity among properties located within these designated areas.
- To maintain a quality image and consistent unique character and/or historic integrity of each of the designated areas.
- To create pride and confidence in the CRA District by improving visual quality.
- To create vital areas within the community for business and leisure enjoyment by providing a safe and attractive environment.

PROGRAM GRANT AWARDS

All approved projects are eligible to receive one to one dollar match, with the total Maximum Grant of \$10,000 awarded to any one project. *This is a 50/50 Grant Program with a maximum CRA funding amount of \$10,000.* For example, if a project costs \$20,000, the property owner applicant could be eligible for a \$10,000 Grant Award should the project meet the required guidelines. All disbursements of Grant Funds are made following completion and final inspection of the improvement project by *CRA and Building Department Staff.*

APPROVAL CRITERIA

Approved projects must comply with the established Design Guidelines and all projects should strive to address the entire façade, including signage and other exterior issues that reflect the building as a whole.

The Matching Grants are awarded by the CRA to applicants (Property Owners or tenants *their representatives* with the *written* consent of the Property Owner) on the basis of the greatest benefit to the CRA District as measured by goals, priorities and objectives of the Community Redevelopment Plan and the adopted Design Guidelines. Grant applications are reviewed individually upon evaluation criteria, which create a ranking for funding based upon the merits of each project. Each project must achieve minimum amount of points in the ranking to be awarded a Grant. Applicants must follow the adopted Grant Application process, **including the MANDATORY PRE-APPLICATION CONFERENCE** in order to be considered for a Grant Award.

ELIGIBLE EXPENDITURES

Exterior Renovations/New Construction: Including, but not limited to: painting, cleaning, repairs, replacing architectural details, removing incompatible additions, repairing or replacing windows, door trims, porches, storefronts, etc., on the front, side and rear of buildings facing public entrance areas.

Signage: Including removal of old signs and obsolete sign poles, brackets or fixtures; and the design, production and installation of new signage.

Electrical: Any work directly related to exterior window lighting, security lighting or illumination of signage.

Landscaping: Including, but not limited to: removal of plant materials, installation of protective fencing during construction activity, replacement and addition of plant materials, soil augmentation and installation of plants, irrigation systems and window boxes.

Awnings: Including removal of old awnings and the purchase and installation of new appropriate awnings.

Screening: Including all screening of trash receptacles, air conditioning, utility equipment or other unsightly objects or areas with landscape material or with fencing material that compliments the building material.

Parking Areas: The creation or improvement of off-street, private parking facilities that provide a safe and pleasant parking environment for customers and employees for existing commercial buildings.

Design Assistance: Professional design services related to structural renovation, new construction, signage and landscaping.

Permit Fees: Including any permitting fees that are required by City Code.

QUALITY OF WORK

All work must be performed in a professional and workman-like manner. Prior to the work commencing, the Grantee applicant must secure all necessary Federal, State and Local Permits. Upon completion, all work must pass applicable Federal, State and Local Inspections. The CRA reserves the right to withhold reimbursement payment should the final inspection reveal that the work performed was not completed in a professional, workman-like manner and per the approved permit(s).

ALTERATIONS (included in application procedures and guidelines item VIII)

~~Grant recipients shall agree not to alter, modify or remove the improvements made in accordance with the agreement for a period of three (3) years without the written permission of the Community Redevelopment Agency. The Community Redevelopment Agency may permit such alterations, modifications or removal of the improvements when it determines that granting permission would not undermine the goals, objectives and policies of the rehabilitation plan.~~

MAINTENANCE(included in application procedures and guidelines item VIII)

~~The Grant recipient shall agree to maintain the improvements, including landscape materials, made in accordance with this agreement for a period of three (3) years.~~

PROJECT RE-EVALUATION

The ~~Grant recipient~~ *Applicant* shall agree to return to the CRA for project re-evaluation upon request. Examples of the situations requiring re-evaluation include, but are not limited to the following: Dissatisfaction with the paint test results, removal of false façade or other material to reveal original building elements or conditions not presented in the original application and other situations discussed in the ~~project review conference~~ *mandatory pre-application meeting*.

INELIGIBLE EXPENDITURES

- Improvements made prior to Grant approval
- Interior renovations
- Refinancing existing debts
- Non-fixed improvements
- Inventory / fixtures / equipment
- Sweat equity payments, i.e., reimbursement for applicant's own labor and performance of renovation work or new construction.
- Business Payroll
- General periodic maintenance
- Work performance that is not consistent with the Design Guidelines for the Areas as adopted by the Community Redevelopment Agency.

APPLICATION PROCEDURES AND GUIDELINES

- I. Applications under the Commercial Property Improvement Grant Program are reviewed by the CRA at their meeting on the first Wednesday of each month. **No work may begin prior to grant approval by the CRA.**
- II. Applicants seeking funding for **commercial** property improvements located within the CRA District shall submit a completed application to **CRA staff two (2) weeks prior to the CRA meeting.** Applicants must follow the adopted Grant Application process, including the mandatory pre-application conference in order to be considered for a Grant Award.
- III. Completed Applications shall include the following:
 1. **Written consent from the Property Owner (if not the applicant)**
 2. A summary of the scope of work to be performed.
 3. **A total cost estimate broken down into scope of work line items.**
 4. Color photographs clearly showing existing conditions of the façade, neighboring buildings and rear entrances. If applicable, historic photographs and/or photos of existing parking area should be included.
 5. ~~Sketch~~ **Conceptual** plans and specifications detailing the scope of work that will be required at the time of application and ~~will be further developed at the project review conferences.~~
 6. Samples of all paint **and material** colors as well as awning materials to be used on the building and signage.
 7. **Applicant shall provide documentation from Planning Department and Building Department staff that the proposed project appears to meet permit requirements.**
- IV. CRA staff shall review all applications to determine if they meet the criteria for approval and are in compliance with the CRA Design Guidelines. An applicant whose submission is incomplete shall be so informed by CRA staff.
- V. Applicants shall be notified in writing of all approvals, approvals with conditions, or denials at the time of the application ranking **within 48 hours of the monthly CRA meeting. Applicants are encouraged to attend these meetings.**
- VI. The applicant shall incur all 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.
- VIII. Prior to reimbursement of project costs, the applicant shall agree:
 - a. not to alter the project, modify or remove the improvements made in accordance with the agreement for a period of three (3) years without CRA approval.

(Routine maintenance e.g., replacing same materials, repainting same color, etc., does not require CRA approval).

- b. maintain the improvements, including landscape materials, made in accordance with this agreement for a period of three (3) years.

Failure to comply with VIII a. may result in the applicant being asked to repay the total amount of CRA funds granted for the subject property and failure to comply with VIII b. may result in Code Enforcement action.

- 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.
- X. Required documentation for reimbursement of project costs must include:
 - 1. Copies of cancelled checks, certified checks or money orders of project costs.
 - 2. Detailed invoices and paid receipts.
 - 3. Name, address, telephone number of design professional, general contractor, sign contractor, landscaper, etc.
 - 4. Copies of all required permits
- XI. Project costs reimbursement shall be made upon total completion of the project, presentation of documented project costs and a final inspection of the project by CRA staff to ensure the work was performed in a professional and workman-like manner, and in accordance with the specifications of the Grant Approval and the Design Guidelines. **CRA staff will further verify that all permits have been inspected and finalized by the City's Building inspectors.**
- XII. The CRA reserves the right to verify any and all costs associated with design or renovation work for which reimbursement is requested.
- XIII. The approved project must comply with the requirements of the City Code, and applicant must obtain the necessary permits. Projects receiving funding must begin work within ~~30~~ **90** days **from receipt of Grant approval notification** and must be completed within 1 year, unless a written request **for time extension** has been ~~submitted and approved~~ by the CRA.
- XIV. Each applicant may receive only one **Commercial Property Improvement** Grant Award in any one **monthly** cycle. An applicant ~~having~~ **submitting** more than one ~~property applying~~ **application** for a Commercial Property Improvement Grant will be placed on an "Alternate List," which may be considered if funds are still available.

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

APPLICATION FORM

COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

NAME: _____

PROPERTY ADDRESS: _____

TELEPHONE: _____ (DAY) _____ (EVENING)

TYPE OF IMPROVEMENT PLANNED:

Exterior _____ Painting _____ Landscape _____ Electrical _____

Signage _____ Awning _____ Parking Area _____ Other _____

PROJECT PROPOSAL ON IMPROVEMENTS

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

1. Written Authorization from Property Owner (if not the applicant)
2. **Summary** of the scope of work to be performed
3. Breakdown of total cost estimate by Scope of work
4. **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
5. **Conceptual plans and specifications** detailing the scope of work.
6. **Samples** of all paint and material colors as well as awning materials to be used on the building and signage.

ESTIMATED **TOTAL** COST OF PROPOSED IMPROVEMENTS: \$ _____

ESTIMATED AMOUNT OF **GRANT ASSISTANCE REQUESTED**: \$ _____

ESTIMATED START DATE: _____

ESTIMATED COMPLETION DATE: _____

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 project costs and receive approved grant **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.
 - D. All City Permits have been **inspected/finalized** by Building staff
4. Additional improvements or changes not approved will not be funded.

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

Applicant Signature

Property Owner Signature (if not applicant)

Print Name

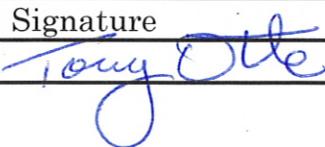
Print Name

Date

Date

NEW BUSINESS

CRA AGENDA ITEM SUMMARY

| | | |
|---|-----------|--|
| Staff Member Making Request: Michelle Martin | | |
| Meeting Date: <u>10/6/2010</u> | | |
| Action Item Title: W Canal Streetscape and Drainage Improvements Project – Change Order # 4 | | |
| Agenda Section: Consent _____ Public Hearing _____ Special Items _____ | | |
| <p>Summary Explanation and Background: Change Order # 4 was submitted by the design build team, ThadCon, for added items of work, which were not described in the original scope of work in the City RFP or in their Proposal.</p> <p>Change Order # 4 consists of Items 4A through 4D, which Staff has thoroughly reviewed and has conducted several meetings with the design build team and the FDOT to discuss each item with them, which has resulted in many of the items being re-negotiated.</p> <p>Change Order # 4, Items 4A through 4D, consists of added drainage work which was requested by the FDOT and will be fully reimbursed by the FDOT.</p> | | |
| <p>Recommended Action/Motion:</p> <p>Recommend additional funding for Change Order # 4, Items 4A through 4D in the amount of \$53,439.89.</p> | | |
| <p>Funding Analysis: Budgeted <u> X </u> If not budgeted, recommended funding account:</p> <p>Transfer to be made from Contingency</p> | | |
| <p>Exhibits Attached: Attachments: Change Order # 4, Items 4A through 4D and Back-Up Documentation</p> | | |
| Reviewed By: | Name | Signature |
| Department Director: | Tony Otte |  |
| Commission Action: | | |



ThadCon LLC
Cost Breakdown for Additional Work West Canal Streetscape Project
Engineering FDOT Cross Drains

CO #4 A
 FDOT/

| Description | Quantity | Unit | Unit Price | Labor | Materials | Equipment | Subcontractor |
|-----------------------------|----------|------|------------|--------|-----------|-----------|-------------------|
| Equipment | | | | | | | |
| Kobelco 125 | | HR | \$58.60 | | | \$0.00 | |
| Volvo Wheel Loader L70 | | HR | \$35.62 | | | \$0.00 | |
| Cat 208 Rub Exc. | | HR | \$17.70 | | | \$0.00 | |
| Cat 236 Skid Steer | | HR | \$24.42 | | | \$0.00 | |
| Plate Tamp | | HR | \$4.94 | | | \$0.00 | |
| Pickup Truck | | HR | \$17.59 | | | \$0.00 | |
| F750 Flat Bed | | HR | \$23.07 | | | \$0.00 | |
| Walk Behind Saw | | HR | \$3.87 | | | \$0.00 | |
| Materials | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Subcontractors | | | | | | | \$3,851.00 |
| Ghyabi Drainage Design FDOT | 1 | LS | \$3,851.00 | | | | \$0.00 |
| | | | | | | | \$0.00 |
| Sub Totals | | | | \$0.00 | \$0.00 | \$0.00 | \$3,851.00 |
| Burden | | | | 57.00% | | | |
| Sales Tax | | | | \$0.00 | 6.5% | | \$3,851.00 |
| Subtotal | | | | \$0.00 | \$0.00 | \$0.00 | \$3,851.00 |
| Markup | | | | 17.50% | | | \$663.92 |
| Subtotal | | | | \$0.00 | \$0.00 | \$0.00 | \$4,236.10 |
| SubTotal | | | | \$0.00 | \$0.00 | \$0.00 | \$4,236.10 |
| Bond | | | | | | | \$57.19 |
| Total | | | | | | | \$4,293.29 |

FINAL DESIGN & ENVIRONMENTAL PERMITTING
MANHOUR & FEE ESTIMATE

Contract No.:
Project Name: West Canal Street
Description: Supplemental Design Services Request #2 FDOT Drainage
Prepared By: William Scott
Date: 12/22/09
Revised:

Project No.
2926

| No./Activity | Project Manager 7% | | | Project Engineer 26% | | | Engineer 20% | | | CAD/D Designer 35% | | | Administrative Assistant 10% | | | TOTAL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|-----------------------|-------------|-----------|-------------------------|-----------|-------------|-----------------|-------------|-----------|-----------------------|-----------|-------------|---------------------------------|-------------|-----------------------|--------------------------|---------------------|--|---------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|--|-------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----------------|
| | Man Hours | Hourly Rate | Man Hours | Hourly Rate | Man Hours | Hourly Rate | Man Hours | Hourly Rate | Man Hours | Hourly Rate | Man Hours | Hourly Rate | Man Hours | Hourly Rate | Manhours Per Activity | Salary Cost for Activity | Average Hourly Rate | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Administration | 0 | \$52.79 | 1 | \$40.90 | 1 | \$24.28 | 1 | \$33.25 | 1 | \$14.77 | 1 | \$14.77 | 4 | \$113.00 | 4 | \$113.00 | \$28.25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Review | 0 | \$52.79 | 2 | \$40.90 | 1 | \$24.28 | 2 | \$33.25 | 1 | \$14.77 | 1 | \$14.77 | 6 | \$187.00 | 6 | \$187.00 | \$29.68 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Drainage | 0 | \$52.79 | 0 | \$40.90 | 4 | \$24.28 | 0 | \$33.25 | 7 | \$14.77 | 3 | \$14.77 | 21 | \$672.00 | 21 | \$672.00 | \$32.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Traffic Signal and Interconnect Plans | 0 | \$52.79 | 0 | \$40.90 | 0 | \$24.28 | 0 | \$33.25 | 0 | \$14.77 | 0 | \$14.77 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Signing and Marking Plans | 0 | \$52.79 | 0 | \$40.90 | 2 | \$24.28 | 0 | \$33.25 | 0 | \$14.77 | 0 | \$14.77 | 8 | \$283.00 | 8 | \$283.00 | \$33.69 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Utility Plans | 1 | \$52.79 | 2 | \$40.90 | 2 | \$24.28 | 0 | \$33.25 | 3 | \$14.77 | 0 | \$14.77 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Traffic Control Plans/Analysis | 0 | \$52.79 | 0 | \$40.90 | 0 | \$24.28 | 0 | \$33.25 | 0 | \$14.77 | 0 | \$14.77 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Permitting | 0 | \$52.79 | 0 | \$40.90 | 0 | \$24.28 | 0 | \$33.25 | 0 | \$14.77 | 0 | \$14.77 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Aerial Rectification/Monitoring | 0 | \$52.79 | 0 | \$40.90 | 0 | \$24.28 | 0 | \$33.25 | 0 | \$14.77 | 0 | \$14.77 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 2 | \$105.58 | 11 | \$49.90 | 8 | \$19.24 | 13 | \$43.25 | 5 | \$73.85 | 5 | \$73.85 | 40 | \$1,255.00 | 40 | \$1,255.00 | \$31.61 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL CONTRACT FEE COMPUTATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subcontractors: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Southwestern Surveying and Mapping | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| HHI | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Environmental Assessment - Advanced-Ecological Solutions, Inc. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ESI | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Nodarse and Associates | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Paul Estes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="0" style="width:100%"> <tr> <td style="width:15%">(a) Miscellaneous and Out-of-Pocket Expenses (4.55% of design fee)</td> <td style="width:15%">173.41%</td> <td style="width:15%">0</td> </tr> <tr> <td>(b) Surveying - Southwestern Surveying and Mapping Corporation</td> <td>0.89%</td> <td></td> </tr> <tr> <td>(c) Geotechnical Investigation - Nodarse & Associates, Inc.</td> <td></td> </tr> <tr> <td>(d) Landscape Architecture - HHI</td> <td></td> </tr> <tr> <td>(e) Environmental Assessment/Architectological - ESI</td> <td></td> </tr> <tr> <td>(f) Public Involvement - TMH Consulting</td> <td></td> </tr> <tr> <td>(g) Street Lighting - Paul Estes</td> <td></td> </tr> <tr> <td>(h) Street Lighting - Paul Estes</td> <td></td> </tr> <tr> <td>TOTAL AMOUNT</td> <td></td> <td>\$3,851</td> </tr> </table> | | | | | | | | | | | | | | | | | | (a) Miscellaneous and Out-of-Pocket Expenses (4.55% of design fee) | 173.41% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (b) Surveying - Southwestern Surveying and Mapping Corporation | 0.89% | | | | | | | | | | | | | | | | | (c) Geotechnical Investigation - Nodarse & Associates, Inc. | | | | | | | | | | | | | | | | | | (d) Landscape Architecture - HHI | | | | | | | | | | | | | | | | | | (e) Environmental Assessment/Architectological - ESI | | | | | | | | | | | | | | | | | | (f) Public Involvement - TMH Consulting | | | | | | | | | | | | | | | | | | (g) Street Lighting - Paul Estes | | | | | | | | | | | | | | | | | | (h) Street Lighting - Paul Estes | | | | | | | | | | | | | | | | | | TOTAL AMOUNT | | | | | | | | | | | | | | | | | \$3,851 |
| (a) Miscellaneous and Out-of-Pocket Expenses (4.55% of design fee) | 173.41% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (b) Surveying - Southwestern Surveying and Mapping Corporation | 0.89% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (c) Geotechnical Investigation - Nodarse & Associates, Inc. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (d) Landscape Architecture - HHI | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (e) Environmental Assessment/Architectological - ESI | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (f) Public Involvement - TMH Consulting | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (g) Street Lighting - Paul Estes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (h) Street Lighting - Paul Estes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL AMOUNT | | | | | | | | | | | | | | | | | \$3,851 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

FINAL DESIGN & ENVIRONMENTAL PERMITTING
MANHOLE & FEE ESTIMATE

Contract No.:
Project Name: West Canal Street
Description: Supplemental Design Services Request #2 FDOT Drainage
Prepared By: William Scott

Date: 12/22/09

Revised:

Project No.
2926

| ITEM | SCALE 1"= | BASIS OF ESTIMATE | NO. OF UNITS | NO. OF SHEETS | M-H UNITS | TOTAL M-H | COMMENTS |
|--|--------------|----------------------|-----------------|------------------|--------------|--------------|----------|
| ADMINISTRATION/POST DESIGN | | | | | | | |
| Kick-off Meeting | | L.S. | 0 | - | 4 | 0 | |
| Project Schedule and Schedule Updates | | L.S. | 0 | 0 | 16 | 0 | |
| Project Status Meetings/Work Progress Meetings | | Each | 0 | - | 6 | 0 | |
| Project Invoicing | | Month | 0 | - | 1 | 0 | |
| Stakeholder Meetings/Misc Coord Meetings | | Each | 1 | - | 4 | 4 | |
| Sub Coordination | | Month | 0 | - | 4 | 0 | |
| Coordination with Contractor | | L.S. | 0 | - | 8 | 0 | |
| Post-Design | | Month | 0 | - | 8 | 0 | |
| Specification Package | | L.S. | - | - | 24 | 0 | |
| SUBTOTAL | | | | | | | |
| | | | | | | 4 | |
| TOTAL | | | | | | | |
| | | | | | | 4 | |

FINAL DESIGN & ENVIRONMENTAL PERMITTING
MANHOUR & FEE ESTIMATE

Contract No.: West Canal Street
 Project Name: Supplemental Design Services Request #2 FDOT Drainage
 Prepared By: William Scott
 Date: 12/22/09
 Revised:
 Project No. 2926

| ITEM | SCALE 1"= | BASIS OF ESTIMATE | NO. OF UNITS | NO. OF SHEETS | M-H UNITS | TOTAL M-H | COMMENTS |
|---|--------------|----------------------|-----------------|------------------|--------------|--------------|---|
| Key Map | - | Sheet | 0 | 1 | 2 | 0 | Update by sheet |
| Develop and Document Design Criteria | - | L.S. | 0 | 0 | 0 | 0 | |
| Summary of Pav Items | - | Sheet | 0 | 0 | 0 | 0 | |
| Typical Section | - | Sheet | 0 | 1 | 6 | 0 | Provide Base repair details |
| Pavement Rehabilitation Detail | - | Sheet | 0 | 1 | 8 | 0 | |
| General Notes/Pav Item Notes | - | Sheet | 0 | 0 | 0 | 0 | |
| Summary of Quantities | - | Sheet | 1 | 1 | 3 | 3 | Update with new roadway repairs and drainage structures |
| Reference Tie Sheets | - | Sheet | 0 | 0 | 0 | 0 | |
| Plan & Profile Sheets | 40' | Sheet | 3 | 1 | 1 | 3 | Update drainage design on plans and profiles |
| Special Profiles | - | Sheet | 0 | 0 | 0 | 0 | |
| Cross Sections (every 50') | 10/5' | Each | 0 | 7 | 1.5 | 0 | Update cross sections |
| Driveway Sections | 10/5' | Each | 0 | 0 | 0.0 | 0 | |
| Soil Survey Sheets | - | Sheet | 0 | 1 | 1 | 0 | |
| Intersection Detail Sheets | 20' | Sheet | 0 | 0 | 8 | 0 | Update cross walks at N. Myrtle Ave Intersection |
| Computation Book | - | L.S. | 1 | - | 0 | 0 | Update quantities |
| Construction Cost Estimates | - | L.S. | 0 | - | 0 | 0 | |
| Access Management Analysis/Coordination | - | L.S. | 0 | - | 0 | 0 | |
| SUBTOTAL | | | | 13 | | 6 | |
| QA/QC (5%) | | L.S. | 1 | | | 0 | |
| Field Reviews | | Each | 0 | | 0 | 0 | |
| TOTAL | | | | 13 | | 6 | |

FINAL DESIGN & ENVIRONMENTAL PERMITTING
MANHOOR & FEE ESTIMATE

Contract No.: West Canal Street
 Project Name: Supplemental Design Services Request #2 PDOT Drainage
 Description: William Scott
 Prepared By: Date: 12/22/09
 Revised: Project No. 2936

| ITEM | SCALE | BASIS OF ESTIMATE | NO. OF UNITS | NO. OF SHEETS | M-H UNITS | TOTAL M-H | COMMENTS |
|--|-------|-------------------|--------------|---------------|-----------|-----------|--------------------------------------|
| DRAINAGE PLANS | | | | | | | |
| Drainage Map | 50' | Sheet | 1 | 2 | 2 | 2 | Update |
| Existing Structure Tabulation Sheet | - | Sheet | 0 | 0 | 0 | 0 | |
| Summary of Drainage Structure | - | Sheet | 1 | 1 | 2 | 2 | Update sheet |
| Drainage Structures | 1075' | Each | 6 | 4 | 2.0 | 12 | Revise 6 existing structures. uns |
| Erosion Control Sheets | - | Sheet | 1 | 1 | 1 | 1 | add notes on YCP Plans |
| Retention Pond Plan Sheets | 40' | Sheet | 0 | 1 | 8 | 0 | |
| Retention Pond Detail Sheets | - | Sheet | 0 | 1 | 4 | 0 | |
| Pond Cross Sections | 1075' | Each | 0 | 1 | 1 | 0 | |
| Outfall/Lateral Ditch Plan Sheets | 40' | Sheet | 0 | 0 | 0 | 0 | |
| Miscellaneous Drainage Detail Sheet | - | Sheet | 0 | 0 | 8 | 0 | |
| SWPPP | - | Sheet | 0 | 0 | 0 | 0 | |
| DRAINAGE DESIGN & DOCUMENTATION | | | | | | | |
| Storm Sewer Design | - | Each | 1 | - | 3 | 3 | update design for new structures inc |
| Pond Siting Analysis | - | L.S. | 0 | - | 0 | 0 | |
| Primary System Design (ponds) | - | Each | 0 | - | 14 | 0 | |
| Cross Drain Design/Analysis | - | Each | 3 | - | 0 | 0 | New locations 3 along SIR 44 |
| Drainage Documentation | - | L.S. | 0 | - | 0 | 0 | |
| SUBTOTAL | | | | 11 | | 20 | |
| QA/QC (5%) | | L.S. | 1 | - | | 1 | |
| Field Review | | Each | 0 | - | 6 | 0 | |
| Pond Siting Meeting | | Each | 0 | - | 0 | 0 | |
| TOTAL | | | | 11 | | 21 | |



ThadCon LLC.
Cost Breakdown for Additional Work West Canal Streetscape Project
Removal of Existing Inlets, Grout Existing Pipe, and
Furnish & Install 3 new Inlets with Pipe

| Description | Quantity | Unit | Unit Price | Labor | Materials | Equipment | Subcontractor |
|----------------------------------|----------|------|------------|-------------|-------------|------------|--------------------|
| Superintendent | 96 | HR | \$45.00 | \$4,320.00 | | | |
| Foreman | | HR | \$29.00 | \$0.00 | | | |
| Operator | 48 | HR | \$13.50 | \$648.00 | | | |
| Skilled | 96 | HR | \$13.75 | \$1,320.00 | | | |
| Unskilled | 192 | HR | \$10.50 | \$2,016.00 | | | |
| Equipment | | | | | | | |
| Kobelco 125 | 50 | HR | \$58.60 | | | \$2,930.00 | |
| Volvo Wheel Loader L70 | 40 | HR | \$35.62 | | | \$1,424.80 | |
| Cal 208 Rub Exc. | | HR | \$17.70 | | | \$0.00 | |
| Cal 236 Skid Steer | | HR | \$24.42 | | | \$0.00 | |
| Plate Tamp | 30 | HR | \$4.94 | | | \$148.20 | |
| Pickup Truck | 10 | HR | \$17.59 | | | \$175.90 | |
| F750 Flat Bed | 10 | HR | \$23.07 | | | \$230.70 | |
| Materials | | | | | | | |
| Concrete Grout 45' of 10"VCP | 1 | CY | \$64.00 | | \$64.00 | | |
| 14"x23" CLIII RCP | 168 | LF | \$17.96 | | \$3,017.28 | | |
| Type 9 Inlet w/top and grate | 3 | EA | \$1,095.00 | | \$3,285.00 | | |
| Saw Cutting | 300 | LF | \$1.00 | | \$300.00 | | |
| Dumpster | 2 | EA | \$250.00 | | \$500.00 | | |
| Asphalt 10" Optional Base 50"x5' | 51 | TN | \$52.00 | | \$2,652.00 | | |
| MOT | 10 | DY | \$389.00 | | \$3,890.00 | | |
| Misc Brick/Mod/Rock | 6 | EA | \$50.00 | | \$300.00 | | |
| Top Slab/grate deduct | 3 | EA | -\$250.00 | | -\$750.00 | | |
| Subcontractors | | | | | | | |
| Survey/Layout | 1 | LS | \$250.00 | | | | \$250.00 |
| Density | 1 | LS | \$600.00 | | | | \$600.00 |
| Pump Grout Pumpper | 1 | LS | \$450.00 | | | | \$450.00 |
| Sub Totals | | | | \$8,304.00 | \$13,258.28 | \$4,909.60 | \$1,300.00 |
| Burden | | | | 57.00% | | | |
| Sales Tax | | | | \$4,733.28 | 6.5% | \$4,909.60 | \$1,300.00 |
| Subtotal | | | | \$13,037.28 | \$14,120.07 | \$4,909.60 | \$1,300.00 |
| Markup | | | | 17.50% | 17.50% | 17.50% | 10.00% |
| Subtotal | | | | \$2,281.52 | \$2,471.01 | \$859.18 | \$130.00 |
| SubTotal | | | | \$15,318.80 | \$16,591.08 | \$5,768.78 | \$1,430.00 |
| Bond | | | | | | | \$527.97 |
| Total | | | | | | | \$39,636.63 |

* Design/Engineering fee's not included in total.

Extreme Concrete Services, Inc.

2429 Timber View Drive
New Smyrna Beach, FL 32168

Phone: 386-423-3686

Fax: 386-423-3685

PRICING

| Date | Pricing # |
|-----------|-----------|
| 8/27/2009 | R41 |

| Name / Address |
|--|
| Thad Construction Atten: Jonathan Phone: 386-253-3963 Fax: 383-257-9676 |

| Item | Description | Rate |
|----------------|----------------------------------|-------|
| | New Smyrna Beach Canal Street | |
| EX-F-F-D | Flowable Fill | 55.00 |
| EX3400-II-D | | 68.00 |
| EX3000-I-D | | 67.00 |
| EX347-I-NV | Class I Non-Vibe Concrete | 55.00 |
| Color Concrete | Terra Cotta per yard | 20.50 |
| | Sales Tax | 5.50% |

Good for 30 Days

Plus Sales Tax- All Prices are Subject to Change

Call To Schedule-386-423-3686

Thank you for the oppurtunity to bid your project.

CUST.#: 34150

| | | |
|----------|--------------|-----------|
| SHIPPED | INVOICE DATE | ORDIN NO. |
| 09/11/09 | 09/11/09 | 78366-00 |
| 60 | PO NO. | PAGE # |
| HWI | | 1 |

SHIP TO: WEST CANAL ST SCAPE
 VOLUSIA COUNTY
 RAIL RD ST & DEMICK ST
 NEW SMYRNA BEACH FL 32168

BILL TO: THAD CONSTRUCTION
 503 NORTH ST
 DAYTONA BEACH FL 32114

| LINE NO. | PRODUCT AND DESCRIPTION | QTY SHIPPED | QTY U/M | UNIT PRICE | AMOUNT (NET) |
|---------------|--|-------------|---------|------------|--------------|
| 1 | 21423380 #10 14X23 ERCP CL3 (32) | 256 | EA | 17.96 | 4597.76 |
| 2 | 210 10" GASKET | 32 | EA | 0.00 | 0.00 |
| Total | | | | | 4597.76 |
| State Tax | | | | | 275.87 |
| County Tax | | | | | 22.99 |
| Invoice Total | | | | | 4896.62 |

ORIGINAL
 Job 02-06-02
 V.S.
 G.L. 582

Paul Avram



Dura-Stress Underground

PO Box 350729
Grand Island, Florida 32735

Toll Free: (800) 762-3520
Phone: (352) 316-1134
Fax: (352) 787-4014

PRECAST CONCRETE MANHOLES / UNDERGROUND DRAINAGE STRUCTURES

QUOTE #: DU9236

CITY: NEW SMYRNA BEACH

DATE: 10/13/09

COUNTY: VOLUSIA

REVISED

BID DATE:

ENGR: WILLIAM G. SCOTT

PROJECT NAME: F.D.O.T. 410777-51-8-01 S.R. 44B

| QTY | DESCRIPTION | UNIT COST | TOTAL AMOUNT |
|-----|--|------------|--------------|
| 6 | TYPE P-9 CURB INLETS WITH TOP SLABS AND USF # 5310-6168 FRAMES, GRATES, AND HOODS < 10' # 2, 7, 10, 13, 14, 16 | \$1,095.00 | \$6,570.00 |
| 1 | TYPE J-10 CURB INLET WITH J-BOTTOM, TOP SLAB, AND USF # 5161- 6019 FRAME, GRATE, AND HOOD < 10' # 15 | \$1,140.00 | \$1,140.00 |
| 3 | TYPE V-INLETS WITH USF # 6657 GRATES AND EYEBOLT AND CHAIN SETS < 10' # 4, 5, 8 | \$1,455.00 | \$4,365.00 |
| 4 | TYPE J-7 STORM MANHOLES WITH J-BOTTOMS, TOP SLABS, AND USF # 170-XB RINGS AND COVERS < 10' # 3, 6, 9, 11 | \$2,425.00 | \$9,700.00 |
| 1 | TYPE J-8 STORM MANHOLE WITH J-BOTTOM, CONE TOP, AND USF # 170-XB RING AND COVER < 10' # 17 | \$2,540.00 | \$2,540.00 |
| 8 | USF # 9608-9508 TREE GRATES | \$140.00 | \$1,120.00 |
| | TOTAL | | \$21,235.00 |

TERMS: 2% 10th

NOTES: 1) Quotations based upon plans and specifications on Date of Proposal. 2) Prices in effect on Bid Date days after Bid Date. 3) Prices reflect the inclusion of drop encasements and U-blocks if they are required. 4) Prices DO NOT include Sales Tax. 5) Prices include freight, F.O.B. job site.

QUOTED BY: ANTHONY R. ALLEN

10-13-09 10:13:09



Ranger Construction - North
 1200 Elhoc Way
 Winter Garden, FL 34787
 (407) 656-9255

INVOICE

Plant: Debary - Plant 2

| DATE | NUMBER | PAGE |
|----------|--------|------|
| 09/25/09 | 736356 | 1 |

16366
 Thad Construction
 503 North Street
 Daytona Beach FL 32119

| JOB | | JOB NAME | | LOCATION | | | CUSTOMER PO |
|----------|---------|-------------|--------|----------|--------|--------|-------------|
| 16366 | | SR44 CANAL | | | | | |
| DATE | TICKET | PRODUCT | METRIC | U.S. | PRICE | AMOUNT | |
| 09/25/09 | 0407747 | SP12.5B-901 | 5.40 | 6.04 | 52.00 | 314.08 | |
| | | | 5.40 | 6.04 | | 314.08 | |
| | | | | | Tax | 20.42 | |
| | | | | | SurTax | | |
| | | | | | Total | 334.50 | |

ORIGINAL
 Job 0706-07
 C.O.S.
 G.L. 502



ThadCon LLC.
Cost Breakdown for Additional Work West Canal Streetscape Project
Concrete Flume/Widening of N. Myrtle Ave. due to FDOT requirement
FDOT

CO#4 C

| Description | Quantity | Unit | Unit Price | Labor | Materials | Equipment | Subcontractor |
|------------------------|----------|------|------------|------------|------------|------------|-------------------|
| Superintendent | 24 | HR | \$45.00 | \$1,080.00 | | | |
| Foreman | | HR | \$29.00 | \$0.00 | | | |
| Operator | 18 | HR | \$13.50 | \$243.00 | | | |
| Skilled | 24 | HR | \$13.75 | \$330.00 | | | |
| Unskilled | 24 | HR | \$10.50 | \$252.00 | | | |
| | 42 | HR | | | | | |
| Equipment | | | | | | | |
| Kobelco 125 | 18 | HR | \$58.60 | | | \$1,054.80 | |
| Volvo Wheel Loader L70 | 12 | HR | \$35.62 | | | \$427.44 | |
| Cat 208 Rub Exc. | | HR | \$17.70 | | | \$0.00 | |
| Cat 236 Skid Steer | | HR | \$24.42 | | | \$0.00 | |
| Plate Tamp | 10 | HR | \$4.94 | | | \$49.40 | |
| Pickup Truck | 8 | HR | \$17.59 | | | \$140.72 | |
| F750 Flat Bed | 8 | HR | \$23.07 | | | \$184.56 | |
| Materials | | | | | | | |
| Limerock | 5 | TN | \$15.45 | | \$77.25 | | |
| Asphalt 10" | 5.5 | TN | \$52.00 | | \$286.00 | | |
| Friction 1" | 0.5 | TN | \$136.65 | | \$68.33 | | |
| MOT | 2 | DY | \$389.00 | | \$778.00 | | |
| Concrete | 1 | CY | \$65.00 | | \$65.00 | | |
| Subcontractors | | | | | | | |
| Survey/Layout | 1 | LS | \$300.00 | | | | \$300.00 |
| Density | 1 | LS | \$350.00 | | | | \$350.00 |
| Sub Totals | | | | \$1,905.00 | \$1,274.58 | \$1,856.92 | \$650.00 |
| Burden | | | | 57.00% | | | |
| Sales Tax | | | | \$1,085.85 | 6.5% | | |
| Subtotal | | | | \$2,990.85 | \$1,357.42 | \$1,856.92 | \$650.00 |
| Markup | | | | 17.50% | 17.50% | 17.50% | 10.00% |
| Subtotal | | | | \$523.40 | \$237.55 | \$324.96 | \$65.00 |
| SubTotal | | | | \$3,514.25 | \$1,594.97 | \$2,181.88 | \$715.00 |
| Bond | | | | | | | \$108.08 |
| Total | | | | | | | \$8,114.18 |

* Design/Engineering fee's not included in total.

Extreme Concrete Services, Inc.

2429 Timber View Drive
New Smyrna Beach, FL 32168

Phone: 386-423-3686

Fax: 386-423-3685

PRICING

| | |
|-----------|-----------|
| Date | Pricing # |
| 8/27/2009 | 841 |

| Name / Address |
|--|
| Thad Construction Atten: Jonathan Phone: 386-253-3963 Fax: 383-257-9676 |

| Item | Description | Rate |
|----------------|----------------------------------|-------|
| | New Smyrna Beach Canal Street | |
| EX-F-F-D | Flowable Fill | 55.00 |
| EX3400-II-D | | 68.00 |
| EX3000-I-D | | 67.00 |
| EX347-I-NV | Class 1 Non-Vibe Concrete | 65.00 |
| Color Concrete | Terra Cotta per yard | 20.50 |
| | Sales Tax | 6.50% |

Good for 30 Days

Plus Sales Tax- All Prices are Subject to Change

Call To Schedule-386-423-3686

Thank you for the opportunity to bid your project.



PATCO TRANSPORT, INC
PO BOX 2829
BELLEVIEW, FL 34421

Date: 9/25/2009
Invoice: 00142159-M

Done

352-748-3482

Customer #: THAD
Customer PO#:

THAD CONSTRUCTION
503 NORTH STREET
DAYTONA BEACH, FL 32114.
USA

Terms:
DUE NOW

Product: LIMEROCK
Pickup: M J STAVOLA
Job: WEST CANAL
125122 NEW SMYRNA

| Date: | Ticket #: | Truck #: | Quantity: | Units: | Rate: | Extended: |
|-----------|-----------|----------|-----------|--------|-------|-----------|
| 9/14/2009 | 755141 | 1098 | 25.51 | TON | 10.21 | \$260.46 |
| 9/14/2009 | 755146 | 1049 | 23.52 | TON | 10.21 | \$240.14 |
| 9/14/2009 | 755147 | 1045 | 24.20 | TON | 10.21 | \$247.08 |

ORIGINAL

Job 07-06-02
C.O.S. _____
G. 520
Det,

A finance charge of 1.5% per month (18%) annually will be charged on

all amount not paid within 30 days.

| | | | |
|-------|------------------------|-------------|----------|
| Total | Quantity: <u>73.23</u> | Subtotal: | \$747.68 |
| | | Additional: | \$0.00 |
| | | Sales Tax: | \$0.00 |
| | | Total: | \$747.68 |

In line with



00009600-M

CENTRAL FLORIDA AGGREGATES
 PO BOX 1069
 COLEMAN, FL 33521

Date: 9/25/2009
 Invoice: 00009600-M

Customer #: THAD
 Customer PO#:

THAD CONSTRUCTION
 503 NORTH STREET
 DAYTONA BEACH, FL 32114
 USA

Terms:
 DUE NOW

Product: LIMBROCK
 Pickup: M J STAVOLA
 Job: WEST CANAL
 125124 NEW SMYRNA

| Date: | Ticket #: | Truck #: | Quantity: | Units: | Rate: | Extended: |
|--|-----------|----------|--------------------------|--------|--|-----------|
| 9/14/2009 | 755141 | 1098 | 25.51 | TON | 5.24 | \$133.67 |
| 9/14/2009 | 755146 | 1049 | 23.52 | TON | 5.24 | \$123.24 |
| 9/14/2009 | 755147 | 1045 | 24.20 | TON | 5.24 | \$126.81 |
| A finance charge of 1.5% per month (18% annually will be charged on all amount not paid within 30 days. | | | Total Quantity: 73.23 | | Subtotal: \$383.72 Additional: \$0.00 Sales Tax: \$26.87 | |

Job
 C.O.S
 GL
 ORIGINAL
 07-06-02
 502



Ranger Construction - North
 1200 Elboc Way
 Winter Garden, FL 34787
 (407) 656-9255

INVOICE

Plant: Debary - Plant 2

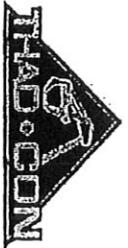
| DATE | NUMBER | PAGE |
|----------|--------|------|
| 09/25/09 | 736356 | 1 |

16366
 Thad Construction
 503 North Street
 Daytona Beach FL 32119

| JOB | JOB NAME | LOCATION | CUSTOMER PO |
|-------|-------------|----------|-------------|
| 16366 | SR44" CANAL | | |

| DATE | TICKET | PRODUCT | METRIC | U.S. | PRICE | AMOUNT |
|----------|---------|-------------|--------|------|--------|--------|
| 09/25/09 | 0407747 | SP12.5B-901 | 5.48 | 6.04 | 52.00 | 314.08 |
| | | | 5.48 | 6.04 | | 314.08 |
| | | | | | Tax | 20.42 |
| | | | | | Surtax | |
| | | | | | Total | 334.50 |

ORIGINAL
 Job 07-06-02
 C.O.S. S02
 GL _____



ThadCon LLC
Cost Breakdown for Additional Work West Canal Streetscape Project
Engineering - Myrtle Ave Concrete Flume and Road
Widening
FDOT

CO #4D

| Description | Quantity | Unit | Unit Price | Labor | Materials | Equipment | Subcontractor |
|-----------------------------|----------|------|------------|--------|-----------|-----------|-------------------|
| Superintendent | 0 | HR | \$45.00 | \$0.00 | | | \$0.00 |
| Foreman | | HR | \$29.00 | \$0.00 | | | \$0.00 |
| Operator | | HR | \$13.50 | \$0.00 | | | \$0.00 |
| Skilled | | HR | \$13.75 | \$0.00 | | | \$0.00 |
| Unskilled | | HR | \$10.50 | \$0.00 | | | \$0.00 |
| Equipment | | | | | | | |
| Kobelco 125 | | HR | \$58.80 | | | \$0.00 | \$0.00 |
| Volvo Wheel Loader L70 | | HR | \$35.62 | | | \$0.00 | \$0.00 |
| Cat 208 Rub Exc. | | HR | \$17.70 | | | \$0.00 | \$0.00 |
| Cat 236 Skid Steer | | HR | \$24.42 | | | \$0.00 | \$0.00 |
| Plate Tamp | | HR | \$4.94 | | | \$0.00 | \$0.00 |
| Pickup Truck | | HR | \$17.59 | | | \$0.00 | \$0.00 |
| F750 Flat Bed | | HR | \$23.07 | | | \$0.00 | \$0.00 |
| Walk Behind Saw | | HR | \$3.87 | | | \$0.00 | \$0.00 |
| Materials | | | | | | | |
| | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Subcontractors | | | | | | | |
| Ghyabi Drainage Design City | 1 | LS | \$1,252.00 | | | | \$0.00 |
| | | | | | | | \$1,252.00 |
| | | | | | | | \$0.00 |
| Sub Totals | | | | \$0.00 | \$0.00 | \$0.00 | \$1,252.00 |
| Burden | | | | 57.00% | | | |
| Sales Tax | | | | \$0.00 | 6.5% | | \$1,252.00 |
| Subtotal | | | | \$0.00 | \$0.00 | \$0.00 | \$10,00% |
| Markup | | | | 17.50% | \$0.00 | \$0.00 | \$125.20 |
| Subtotal | | | | \$0.00 | \$0.00 | \$0.00 | \$1,377.20 |
| Sub Total | | | | \$0.00 | \$0.00 | \$0.00 | \$1,377.20 |
| Bond | | | | | | | \$18.59 |
| Total | | | | | | | \$1,395.79 |

FINAL DESIGN & ENVIRONMENTAL PERMITTING
MANHOUR & FEE ESTIMATE

Contract No.: West Canal Street
 Project Name: Supplemental Design Services Request #2 CRA Drainage
 Description: William Scott
 Prepared By:

Date: 12/22/09

Project No.
2926

| ITEM | SCALE 1"= | BASIS OF ESTIMATE | NO. OF UNITS | NO. OF SHEETS | M-H UNITS | TOTAL M-H | COMMENTS |
|--|--------------|----------------------|-----------------|------------------|--------------|--------------|---|
| DRAINAGE PLANS | | | | | | | |
| Drainage Map | 50' | Sheet | 0 | 2 | 2 | 0 | Update |
| Existing Structure Tabulation Sheet | - | Sheet | 0 | 0 | 0 | 0 | |
| Summary of Drainage Structure | - | Sheet | 0 | 1 | 2 | 0 | Update sheet |
| Drainage Structures | 107/5' | Each | 0 | 2 | 2.0 | 0 | Detail 3 new structures at S. Myrtle Intersection |
| Erosion Control Sheets | - | Sheet | 0 | 1 | 2 | 0 | add notes on TCP plans |
| Retention Pond Plan Sheets | 40' | Sheet | 0 | 1 | 8 | 0 | |
| Retention Pond Detail Sheets | - | Sheet | 0 | 1 | 4 | 0 | |
| Pond Cross Sections | 107/5' | Each | 0 | 1 | 1 | 0 | |
| Outfall/Canal Ditch Plan Sheets | 40' | Sheet | 0 | 0 | 0 | 0 | |
| Miscellaneous Drainage Detail Sheet | - | Sheet | 1 | 0 | 2 | 2 | add concrete flume NW corner |
| SWPPP | - | Sheet | 0 | 0 | 0 | 0 | |
| DRAINAGE DESIGN & DOCUMENTATION | | | | | | | |
| Storm Sewer Design | - | Each | 0 | - | 1 | 0 | |
| Pond Siting Analysis | - | L.S. | 0 | - | 0 | 0 | |
| Primary System Design (ponds) | - | Each | 0 | - | 14 | 0 | |
| Cross Drain Design/Analysis | - | Each | 0 | - | 8 | 0 | New locations S. Myrtle |
| Drainage Documentation | - | L.S. | 0 | - | 24 | 0 | |
| SUBTOTAL | | | | 9 | | 2 | |
| QA/QC (3%) | | L.S. | 1 | | | 0 | |
| Field Review | | Each | 0 | | 6 | 0 | |
| Pond Siting Meeting | | Each | 0 | | 0 | 0 | |
| TOTAL | | | | 9 | | 2 | |

**FINAL DESIGN & ENVIRONMENTAL PERMITTING
MANHOUR & FEE ESTIMATE**

Contract No.: West Canal Street
 Project Name: Supplemental Design Services Request #2 CRA Drainage
 Prepared By: William Scott

Date: 12/22/09
 Revised:

| ITEM | SCALE | BASIS OF ESTIMATE | NO. OF UNITS | NO. OF SHEETS | M-H UNITS | TOTAL M-H | COMMENTS |
|---|-------|-------------------|--------------|---------------|-----------|-----------|--|
| Key Map | - | Sheet | 0 | 1 | 2 | 0 | Update by sheet |
| Develop and Document Design Criteria | - | L.S. | 0 | 0 | 0 | 0 | |
| Summary of Pay Items | - | Sheet | 0 | 0 | 0 | 0 | |
| Typical Section | - | Sheet | 0 | 1 | 6 | 0 | Provide Base repair details |
| Pavement Rehabilitation Detail | - | Sheet | 0 | 1 | 4 | 0 | |
| General Notes/Pay Item Notices | - | Sheet | 0 | 0 | 0 | 0 | |
| Summary of Quantities | - | Sheet | 1 | 1 | 3 | 3 | Update with new roadway repairs and drainage flume NW corner of N. Myrtle Intersection |
| Reference Tie Sheets | - | Sheet | 0 | 0 | 0 | 0 | |
| Plan & Profile Sheets | 40' | Sheet | 1 | 1 | 2 | 2 | Update design on plans and profiles |
| Special Profiles | - | Sheet | 0 | 0 | 0 | 0 | |
| Cross Sections (every 50') | 10'S' | Each | 0 | 7 | 1.5 | 0 | Update cross sections |
| Driveway Sections | 10'S' | Each | 0 | 0 | 0.0 | 0 | |
| Soil Survey Sheets | - | Sheet | 0 | 1 | 1 | 0 | Update details on NW corner of Myrtle Ave Intersection at SR 44 |
| Intersection Detail Sheets | 20' | Sheet | 1 | 0 | 4 | 4 | Update quantities |
| Computation Book | - | L.S. | 1 | - | 0 | 0 | |
| Construction Cost Estimates | - | L.S. | 0 | - | 0 | 0 | |
| Access Management Analysis/Coordination | - | L.S. | 0 | - | 0 | 0 | |
| SUBTOTAL | | | | 13 | | 9 | |
| QA/QC (5%) | | L.S. | 1 | | | 0 | |
| Field Reviews | | Each | 0 | | 0 | 0 | |
| TOTAL | | | | 13 | | 9 | |

CRA AGENDA ITEM SUMMARY

| | | |
|---|-------------|------------------|
| Staff Member Making Request: TONY OTTE | | |
| Meeting Date: OCTOBER 6, 2010 | | |
| Action Item Title: DESIGNATION OF CHAIRMAN AND VICE-CHAIRMAN | | |
| Agenda Section: Consent _____ Public Hearing <u>X</u> Special Items _____ | | |
| Summary Explanation and Background | | |
| <p>ORDINANCE NUMBER 18-85 CREATED THE COMMUNITY REDEVELOPMENT AGENCY, AND AT SECTION 3 PROVIDES IN PERTINENT PART THAT THE CITY COMMISSION SHALL DESIGNATE A CHAIRMAN AND VICE-CHAIRMAN FROM AMONG THE AGENCY COMMISSIONERS. THE CHAIRMAN AND VICE-CHAIRMAN SHALL SERVE FOR A PERIOD OF ONE YEAR.</p> <p>PAST PRACTICE HAS BEEN FOR THE COMMUNITY REDEVELOPMENT AGENCY BOARD OF COMMISSIONERS TO RECOMMEND DESIGNATION OF A CHAIRMAN AND VICE-CHAIRMAN. FROM AMONG THE AGENCY COMMISSIONERS AND FOR THIS RECOMMENDATION TO BE CONSIDERED FOR APPROVAL BY THE CITY COMMISSION.</p> | | |
| Funding Analysis: Budgeted _____ If not budgeted, recommend funding account: | | |
| N/A | | |
| Exhibits Attached: LIST OF CURRENT CRA BOARD OF COMMISSIONERS DATED SEPTEMBER 15, 2010 | | |
| Reviewed By: | Name | Signature |
| CRA Director | Tony Otte | |
| Commission Action: RECOMMEND DESIGNATING A CHAIRMAN AND VICE-CHAIRMAN FROM THE AGENCY COMMISSIONERS. | | |

CITY OF NEW SMYRNA BEACH
Community Redevelopment Agency

Revised 09/15/10

| | <u>Term</u> | <u>Appointed</u> | <u>Expires</u> |
|--|-------------|------------------|----------------|
| Charles L. Belote 216 Quay Assisi New Smyrna Beach, FL 32169 423-1947 (home)/428-9957 (office) Second Term | 4 yrs | 6-08-10 | 6-11-2014 |
| Steve Dennis P. O. Box 2694 New Smyrna Beach, FL 32170 427-0103 (H) 428-2449 (O) Fifth Term | 4 yrs | 6-09-09 | 6-11-2013 |
| Douglas D. Hodson P. O. Box 1345 708 Faulkner Street New Smyrna Beach, Florida 32170 235-3865 (H) Third Term | 4 yrs | 6-10-08 | 6-11-2012 |
| James M. Kosmas 111 Live Oak Street New Smyrna Beach, FL 32168 428-0055 Third Term | 4 yrs | 6-26-07 | 6-11-2011 |
| Cynthia M. Lybrand 728 W. Canal Street New Smyrna Beach, FL 32168-6903 Second Term 428-2315 | 4 yrs | 6-26-07 | 6-11-2011 |
| Chad Michael Schilsky 103 South Pine Street New Smyrna Beach, FL 32169 (386)527-6747 (H) (386)957-4956 (O) vice: Chair Linda DeBorde | * | 9-14-10 | 6-11-2014 |
| Thomas C. Williams 206 Live Oak Street New Smyrna Beach, FL 32168 (386) 478-1208 (home) (386) 427-8431 First Term | 4 yrs | 6-26-07 | 6-11-2011 |

initially?

SECTION 3: Officers; removal from office; ethics

(1) The City Commission shall designate a chairman and vice-chairman from among the agency commissioners. The chairman and vice-chairman shall serve for a period of one (1) year.

(2) The City Commission may remove a commissioner for inefficiency, neglect of duty, misconduct in office, or unexcused absence from more than two consecutive meetings. The minutes shall note absent (excused) or absent (unexcused) as appropriate. A Commissioner may be removed only after a hearing and only if the agency commissioner has been given a copy of the charges at least ten (10) days prior to such hearing and has had an opportunity to be heard in person or by counsel.

(3) The officer, commissioners, and employees of the Community Redevelopment Agency shall be subject to the provisions and requirements of Part III, Chapter 112, Florida Statutes (Supp. 1984).

(a) If any such official, commissioner, or employee presently owns or controls, or owned or controlled within the preceding two (2) years, any interest, direct or indirect, in any property which he knows is included or planned to be included, in a community redevelopment area, he shall immediately disclose this fact in the manner provided in Part III of Chapter 112. Any disclosure required to be made by this section shall be made prior to taking any official action pursuant to this section.

(b) No commissioner or other officer of the Community Redevelopment Agency, exercising powers pursuant to Part III, Chapter 163, Florida Statutes (Supp. 1984) shall hold any other public office under the municipality other than the commissionership or office with respect to such Community Redevelopment Agency.

SECTION 4: Administration.

(1) A commissioner shall receive no compensation for services; but shall be entitled to the necessary expenses, including travelling expenses, incurred in the discharge of commissioner duties.

(2) The City Commission may appropriate to the agency such amounts as the City Commission deems necessary for the administrative expenses and overhead of the agency.

(3) The agency may employ an Executive Director, technical experts, and such other agents and employees, permanent and temporary, as it requires, and determine their qualifications, duties and compensation. The employment of any person shall be made subject to the administration of the Personnel Department of the City of New Smyrna Beach and all applicable ordinances for employees of the City of New Smyrna Beach. For legal service, the agency may, subject to the authorization of the City Commission, employ or retain its own counsel and legal staff.

(4) The agency shall file with the City Commission and with the Auditor General, on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such fiscal year. At the time of

REPORTS AND COMMUNICATIONS

CRA DIRECTOR'S REPORT

October 6, 2010

1. CRA staff welcomes new CRA member Chad Schilsky! I have met with Chad and delivered a copy of the draft CRA Master Plan Update and other CRA materials.
2. Hotel – the developer has not yet closed on the properties. Last week the developer requested a “recovery zone bond” from the County bonding authority in the amount of \$15.9 million. The developer finalized the impact fee agreement with the UC, which was approved last week at the UC meeting.
3. Flagler Boardwalk: It is anticipated that at the CRA meeting staff will discuss the date of the public meeting. After the public meeting, staff will reassess the engineering tasks quoted in the Quentin Hampton scope for the project and will bring those back to the CRA and City Commission for approval.
4. Wayfinding: the consultant has begun work and staff is arranging a kick-off meeting.
5. City properties to be offered for sale or lease for redevelopment: It is anticipated that the AOB site on the North Causeway will be offered for sale with a draft offering statement scheduled for review at the October 12 City Commission meeting. The shuffleboard courts and the adjacent parking lot south of City Hall may also be considered. It is anticipated that Liz Yancy and I will be meeting with the shuffleboard group to discuss that project and consolidating the groups using the Flagler Ave courts.
6. Mary Ave Streetscape: the contract for the base bid (without bid alternates for water and sewer line work) with Masci Corporation was approved at the September 14 City Commission meeting.
7. Orange Ave Streetscape: The contract for the base bid with Masci Corporation was approved by the City Commission on September 28.
8. Form based codes – Land Design Innovations has been approved by the City Commission to prepare the Form Based Code.
9. Construction/architectural consultant – It is anticipated that CRA staff will release the advertisement for this project on or before October 8.
10. Economic Development – The Economic Development Advisory Board took a bus tour of City properties that are being considered by the City Commission for sale or lease, and redevelopment. Some of these sites are within the CRA, including the AOB site, and the parking lot and shuffleboard site across Julia St from City Hall.
11. New Contract positions: – The first draft of a job description for a “Main St” contract position was prepared and sent to several property owners on Canal St, as the position was discussed at a property owners’ meeting. Staff is making revisions and it is anticipated that the job will be advertised in the next two weeks. In addition, CRA staff is exploring the feasibility of creating a contract position for a construction inspector due to the volume of work to come from the projects that are just getting under way.
12. Brownfields – program activities are progressing:

- a. Staff is processing an application for 504 Industrial Park Ave. for a suspected petroleum based contamination (at the airport industrial park).
 - b. A progress meeting was held with the US EPA program monitor, and grant program instructions were provided.
 - c. A meeting was also held with the property owners of properties in the area of Downing and US 1 whose properties have just undergone a Phase 1 study. A scope of work for a phase 2 study will be forthcoming following approval of the generic and site specific Quality Assurance Plans by the US EPA project monitor.
 - d. The contract with Nodarse was approved for the identification of possible brownfield site city-wide.
 - e. Jake Baker and I are scheduled to attend a state brownfield conference in Jacksonville in November.
 - f. Staff will also explore the use of the petroleum based funds to assess former gas station sites.
13. CRA Master Plan Update – Staff just received the final draft of the CRA Master Plan Update from AECOM and will make a final review before getting copies printed in early October.
 14. Dunn Lumber: the contract for the demolition work at this site is on the September 28 City Commission agenda. The work includes the demolition of two buildings - the building at the corner of US 1 and Canal St, and the pole barn to the north of the corner – and two slabs on site. A pre-demolition meeting was held with the contractor to ensure that the asbestos in the building will be properly removed, the archeology work will be conducted, and the environmental concerns will be addressed. CRA staff will be working on the installation of landscaping and will check on the condition of the sidewalk and curb.
 15. Tasks on Canal St east of US 1: the fire department painted the fire hydrants, the Parks Dept trimmed trees, pressure washed the sidewalks and streetlight bases, and installed the bike racks. Parks is now getting quotes to re-paint the bands on the streetlight bases. Staff will also explore new street striping, and the need for a false wall on the sidewalk when the Fox Firestone building is demolished so as not to leave a gap in the façade for that block.
 16. City staff is working with a volunteer (being paid by Economic Development Advisory Board member Jack Holcomb), Joe Mikos, on a marketing strategy that will include a website focus, using “analytics” to check on the use of the website (where visitors are located, how long they stay, where do they go); and “search engine optimization” to increase the number of times that the website is identified in searches.

Tracking Report

1. Striping on US 1: FDOT road re-surfacing procedures specify that after the final “friction course” of asphalt re-surfacing is put in place, the road stripes are painted as follows: an application of one coat of reflective paint is applied and then later one coat of thermoplastic paint. It was reported that the friction course for this resurfacing of US 1 is now in place and the first coat of reflective paint has been applied. The thermoplastic paint is scheduled to be applied within the next month.
2. The City Commission chose not to proceed with the Flagler Christmas decorations at this time.
3. Tony Otte agreed to fund the request from the Marine Discovery Center for banners for the Business Energy Expo in the amount of \$360.

| Capital Improvement Projects Tracking Form | | | | |
|--|---|--------------------------|--|------------------|
| Project Name | Project Description | Current Budget Remaining | Status | |
| | | | Contact | |
| W Canal Streetscape Project | Streetscape and Drainage Improvements from Myrtle Ave to FECR Railroad Tracks | \$1,000,000 | All sidewalks, canal drainage, and streetlights completed. Final landscaping is underway with asphalt paving work to begin in next 3 weeks for more info click here | Michelle Martin |
| Mary Avenue Streetscape Project - Phase I | Phase I - Streetscape, Drainage, Water and Sewer Improvements from Myrtle Ave to US1 Phase II - Streetscape and Safety Improvements within FECR RW | \$1,600,000 | The City Commission awarded the project to Masci Corporation at their regular City Commission Meeting on Sept 14, 2010. for more info click here | Michelle Martin |
| Orange St Streetscape Project | Streetscape, Drainage, Water, and Parking Lot Improvements from Lyrtle Ave to Canal Street | \$1,200,000 | The City Commission approved the Masci base bid at the Sept 28 meeting. for more info click here | Michelle Martin |
| Washington St Streetscape Project | Phase I - Streetscape and Drainage Improvements from Myrtle Ave to US1 Phase II - Streetscape and Drainage Improvements from US1 to Riverside Drive | \$930,000 | The City Commission approved the ranking of the shortlisted firms at their regular City Commission Meeting on Sept 14, 2010. Staff has negotiated a contract with Anderson Dixon and it is on the October 6 CC agenda. for more info click here | Michelle Martin |
| Riverside Park Seawall | Reconstruct Seawall and Boardwalk, replace Park Lighting | \$530,000 | Engineering of Seawall underway | Kyle Fegley |
| Riverside Park Lighting | | \$400,000 | Engineering scope has been approved by the CC on August 24. | Michelle Martin |
| Flagler Boardwalk and Seawall | Reconstruct Seawall and Boardwalk, upgrade Restroom Facilities and County Facility, upgrade Parking Lot | \$2,000,000 | Seawall investigation and engineering results are being finalized. A public meeting will be held to determine the final design of the seawall area. The remainder of Quentin Hampton's scope will then be brought back to the CRA and CC for approval. | Khalid Resheidat |
| Esther St Park and Seawall | Reconstruct Seawall and construct Park Amenities | \$669,550 | Survey is complete. Add'l property needed for easement. The City Commission approved the seawall engineering proposal on Sept 28 (TraiTech). An appraisal will also be ordered. | Gail Hendrickson |
| Myrtle Ave Infrastructure Project | Landscaping at intersections, possibly along the west side across from Babe James if easements were obtained, repair or replace the sidewalk on the west side of N Myrtle Ave | \$465,000 | We are working on the easements with a couple of Churches along N Myrtle Ave | Khalid Resheidat |
| Dunn Lumber Demolition | Demolish 2 Buildings at 533 Canal Street | | Asbestos Survey complete. The demolition contract was approved at the Sept 28 City Commission meeting. | Michelle Martin |
| Canal Calore Dredging | Applied for a FIND Grant Phase I (survey, design, and permitting) | \$30,000 | 1 public meeting was held on August 9 2010 to discuss options and alternatives. As soon as we hear from FIND and with City Commission approval we will proceed with the Phase I work. | Khalid Resheidat |
| Flagler Dunes Parking Lot | Improvements to create a Parking Lot and Lease Spaces | \$68,000 | Project has been permitted. Site work has begun. The contract with the property owner was approved by the City Commission on Sept 28. | Michelle Martin |
| Julia and Faulkner St Parking Lot | Improvements to existing surface to create a Parking Lot | \$0 | CRA and City staff will meet with the shuffleboard group | Tony Otte |
| CRA Parking | | \$0 | Funding for the Julia/Faulkner lot. Funds may be re-programmed. | |
| Chamber of Commerce Bldg Rehab | Exterior Rehabilitation | \$200,000 | Construction plans have been put out to bid. A pre-bid meeting was held September 24 and bids are due back on October 12. Note: the Farmers' Market will be moved to the street area in front of city hall during construction. | Kyle Fegley |
| Washington Business District | Development of a Business Incubator and Start-ups | \$279,000 | Architectural services RFO has been drafted and reviewed by several staff members. CRA staff anticipates sending it out by October 8. | Tony Otte |

| | | | | |
|--|---|-------------|---|-----------------|
| Gateway Landscaping | Improvements to Gateway Corridors, Design and Erect new Wayfinding Signs | \$60,450 | Included in Wayfinding request for proposal package | Tony Otte |
| Coronado Shuffleboard Courts and Restroom Facility | Improvements to existing Shuffleboard Courts and Restroom Facilities | | Construction in progress | Kyle Fegley |
| Fairway Drive Sidewalk Project | Wayne Avenue to Fairgreen Avenue | | Sidewalk project is complete | Kyle Fegley |
| Central Beach Drainage Improvements, Phase III | | | Engineering contract is being finalized. | Kyle Fegley |
| Islesboro Area Drainage Study | | | | Kyle Fegley |
| Islesboro Drainage Improvements | Fairmont Ave and Westwood Ave between North Street and Conrad Drive | | | Kyle Fegley |
| Sunset Drive Drainage Improvements | | | | Kyle Fegley |
| Esther St Drainage Improvements | | | | Kyle Fegley |
| Julia Street Water Quality Improvements | | | | Kyle Fegley |
| Development Assistance & Incentives | | \$1,379,533 | This program supports incentive agreements. | Tony Otte |
| Policy & Partnerships | | \$186,000 | | Tony Otte |
| Marketing & Promotion | | \$465,000 | Jack Holcomb is providing an internet marketing consultant. Staff is exploring additional efforts. | Tony Otte |
| Public Art | | \$13,600 | Funding to be used to support art events. | Tony Otte |
| Signage and Wayfinding | | \$279,000 | CRA staff has had one meeting with the consultant and will announce a kick-off meeting at the October CRA meeting. | Tony Otte |
| Medical Services District Improvements | | \$1,000,000 | At present there is no funding available; however, Development Assistance Incentives can be used for individual projects. | Tony Otte |
| US1 and Canal Street | | | FDOT negotiating design contract | Dennisse Zoman |
| N Causeway Boat Ramp Parking Kiosk | | | | Liz Yancey |
| N Duss Street Improvements | Widen approximately 100 LF of N Duss at Canal Street, replace the drainage culvert, extend sidewalk on west side from Canal St to Julia Ave | \$127,000 | The NTP was issued on Aug 23, 2010, commencement pending submittal of EEO documents | Kyle Fegley |
| Multituse Trail | 2.2 miles from Wallace Rd to Sugarmill Drill | \$1,200,000 | We have our ECHO funding and are waiting for FDOT to complete environmental, archaeological, surveys to get LAP Agreement. Once we get the LAP Agreement we will get the FDOT Funding. City will be required to provide a 15% match in funds. | Kyle Fegley |
| Babe James Splash Pad | | \$53,000 | This project is under review for funding with CDBG funds. | Liz Yancey |
| Pettis Park Kitchen Counter | Extending the counter top | \$1,000 | Not yet begun | Gail Hendrikson |
| Pettis Park Skating Rink | | | | Kyle Fegley |
| Pettis Park Walkway | | | | Gail Hendrikson |
| Electronic Message Center at Babe James | | \$25,000 | Land Design Innovations has been selected and approved for this work. | Gail Hendrikson |
| Form Based Codes | | | | Gail Hendrikson |
| West Side Neighborhood Plan | | \$25,000 | 2nd public workshop held August 30, 2010. A revision of the draft is being prepared. | Gail Hendrikson |