Community Redevelopment Agency

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

December 1, 2010

MEMORANDUM

Charles Belote, Chair
Steve Dennis, Vice Chair
James Kosmas
Doug Hodson
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, December 8th, 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, DECEMBER 8TH, 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 November 3rd, 2010
B. Commercial Property Improvement Grant (PIG) - 725 W. Canal Street (Board of Realtors)
C. *Commercial Property Improvement Grant - 224 Flagler Ave (Waffle Planet)
D. *Commercial Matching Revitalization Grant (MRG) – 224 Flagler Ave. (Waffle Planet)
E. *Commercial Impact Fee Assistance Grant (IFAG) – 224 Flagler Ave. (Waffle Planet)
F. *Commercial PIG and Commercial MRG – 112 and 114 Sams Ave. (Waffle Planet)
G. Commercial Property Improvement Grant – 440 N. Dixie Freeway (Midtown Dogs)
H. Commercial Matching Revitalization Grant – 440 N. Dixie Freeway (Midtown Dogs)
I. Commercial Impact Fee Assistance Grant – 440 N. Dixie Freeway (Midtown Dogs)
J. Commercial Property Improvement Grant – Canal and Faulkner Streets Parking Lot (Bob Wiley)
K. Proposed Senior Inspector Position

* **NOTE:** Waffle Planet's first choice is 224 Flagler Ave. Locations on Sams Ave. are alternates.

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

1. Friends of Canaveral – PleinAir Event Report
2. Proposed Hampton Inn Hotel - Update

6. OLD BUSINESS

A. Flagler Boardwalk Recommendation to the City Commission
B. Mary Ave Streetscape Phase II – FECR Right-of-Way Improvements

7. NEW BUSINESS

A. Preparation for the Joint Workshop with the City Commission on New Programs:
    a. Review of CRA Assistance Programs

8. REPORTS AND COMMUNICATIONS

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

MINUTES OF THE
CITY OF NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY
MEETING OF NOVEMBER 3, 2010
CITY COMMISSION CHAMBER, CITY HALL, 210 SAMS AVE.
NEW SMYRNA BEACH, FLORIDA

Chair Charles (Chas) Belote called the CRA meeting to order at 2:00 p.m.

Answering to roll call:

Charles Belote
James Kosmas
Cynthia Lybrand
Doug Hodson
Chad Schilsky

Also present were CRA Director Tony Otte; CRA Project Manager Michelle Martin; CRA Administrative Assistant Claudia Soulie and CRA Attorney Mark Hall. Commissioner Thomas Williams was (excused) absent and Vice Chair Steve Dennis arrived at 2:10 pm.

Mr. Belote asked for a moment of silence to commemorate the passing of Ruby Clark, a valued member of the Community.

CONSENT AGENDA

A. Approval of Minutes – Regular Meeting October 6th, 2010
B. Impact Fee Assistance Grant – 114 Flagler Ave.

Mr. Hodson made the motion to approve the consent agenda, seconded by Ms. Lybrand. Motion carried on roll-call vote 5 –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.

Flare Elliot, business owner at 421 Canal Street, asked the CRA to resubmit their comments to FDOT supporting the establishment of the intersection of US1 and Canal Street as a Gateway as indicated in the CRA Master Plan Update. Ms. Elliott referred to the March 3rd, 2010 CRA meeting, when representatives from FDOT were present to elaborate on their proposed improvements for this intersection and stated that public input was being gathered for the design.

Ms. Elliott stated that FDOT was open to suggestions for the design of the intersection and the use of directional signs, including digital signs. Ms. Elliot gave ideas for the use of the former Dunn Lumber site, which would make this area attractive and a possible revenue source for the CRA.

There being no further request, Mr. Belote closed the Public Participation portion of the meeting.

OLD BUSINESS

A. Discussion on W. Canal Street Streetscape Wrap-up

Ms. Martin, CRA Project Manager stated that the project was now substantially complete and that staff was working with the contractor on any outstanding "cosmetic" issues. Ms. Martin continued that once this "punch list" was completed, staff would schedule a ribbon cutting ceremony.

A brief discussion ensued about the number of on-street parking that remained; trimming or removing of a Magnolia tree just west of Chestnut, which was placed correctly, but appeared to impede the vision of motorists; enticing property owners to improve their properties and the light strength/durability of the new light poles used for the Streetscape.

Ms. Martin stated that the Utilities Commission was in the process of adopting the new lights used on the West Canal Streetscape project into their inventory, but that they would not maintain any lights that were on a metered circuit. Ms. Martin continued that future projects could be designed to meet the UC's installation requirements, so that the lights could be maintained by the UC.

Ms. Martin informed the CRA that she had been gathering information to obtain quotes from companies for striping on East Canal Street. A brief discussion ensued about the timeframe for completion and Ms. Martin stated that she would prioritize this item to coincide with the West Canal Streetscape ribbon cutting.

The CRA Commissioner complimented Ms. Martin on her work and the final results with the West Canal Streetscape.

B. Discussion on the Curbing and Sidewalk on south side on Dunn Lumber Building

Ms. Martin stated that, based on a CRA Commissioner's request, she had looked into replacing the sidewalk and curbing on the south side of the Dunn Lumber Bldg (along W. Canal Street). Ms. Martin stated that this section of W. Canal Street is an FDOT maintained roadway and gave a brief summary of her findings.

Ms. Martin continued that the FDOT recently completed an RRR (resurfacing, restoration, and rehabilitation) project on US1 and chose not to replace the sidewalk or curbing, as it would have been cost prohibitive: the top of the sidewalk is also the top of box culvert, and it is unknown if disturbing the curbing might have also been detrimental to the box culvert. Ms. Martin stated that staff will contact FDOT to explore cleaning the area, removing vegetation, and re-painting the curb.

Ms. Martin stated that she knew of a Company that offered a product (asphalt mat) that can be applied to an existing sidewalk, but would be most likely very expensive, and there were many designs, shapes and colors to choose from. Ms Martin requested that a task team be set up to review the options. Mr. Otte suggested appointing CRA

Commissioner Williams to work with CRA staff to look into the different options (asphalt mat, thin-set concrete, pavers) and bring this item back at the December CRA meeting.

A brief discussion ensued about various simple options of just touching up the curb and sidewalk to improve the appearance this area.

Chair Belote thanked Ms. Martin for her efforts.

C. Wayfinding Project – Progress Report

Mr. Otte stated that on Wednesday, October 27, 2010 the consultants for the Wayfinding Project, Glenn Herbert and Shaughnessy Hart held a public "kick-off" meeting and conducted a question and answer session.

Mr. Otte stated that the schedule for this project was ambitious, with a recommended design for a "hierarchy" of signs to be produced in January and that the consultants wished to review the project and schedule with the CRA and outline the decisions that would need input, including sign locations, sign content, sign size, and style.

Mr. Herbert stated that his current contract with the City included seven (7) tasks and that the design of signs for gateway and entrance features into the City was one of them. Mr. Herbert continued that his company could focus on the intersection of US1 and Canal Street as a priority and design the area in such a way that it would not be impacted by FDOT's proposed future improvements for this intersection.

Mr. Herbert and Ms. Hart gave examples of the types of signage that could be used. The consultants also explained that the Florida Department of Transportation (FDOT) had new requirements that would be a major factor in the location and style of signs on state highways. Ms. Hart stated that they would need the City Commission to approve the overall hierarchy of the sign types as well as the proposed sign locations on FDOT roads and to include this as a letter in the packet to be submitted to FDOT.

Mr. Kosmas inquired if future land development had to tie into the design theme once adopted by the City Commission. The consultants agreed.

A brief discussion ensued about the timeline for project completion from design to installation. The consultants estimated completion by spring of 2011. Mr. Herbert asked the CRA to bring back their suggestions of the proposed sign styles to the December CRA meeting as this would assist them with staying on schedule.

Mr. Kosmas stated that there had been previous discussion about branding "the loop" and inquired if that could be looked into during the sign design phase. The consultants stated that, to create continuity, there would be a sign type developed for all path, trails, walkways and parks in New Smyrna Beach and placed on the sign hierarchy.

A brief discussion ensued about the corner on SR44 and Canal Street that is outside of the CRA district and if any directional signs would be placed there. Mr. Herbert stated that

this area was not part of the wayfinding and more of a gateway feature, but the design type of the wayfinding signs can be used to maintain consistency.

Mr. Schilsky stated that it was very important to stay consistent with the sign structures. Ms. Hart informed that she had received a request to mark the bridges so that the signs were visible from the waterway.

Mr. Dennis recommended holding a joint workshop with the CRA and City Commission in the spirit of saving time on the decision phase. All agreed and it was suggested to try to schedule the workshop to a date certain on the day of or after the December 8, 2010 CRA meeting.

Dolphin View Restaurant – Revised Program Request

Mr. Otte stated that the owner of the DolphinView Restaurant wished to present a new request to the CRA with the following elements:

1. A recent construction estimate for this project was $75,000. The project involves renovating the storage area for use as an indoor dining area.
2. New proposal: The CRA would grant $50,000 for the project, or 66%. The business owner would contribute $25,000 or 33%.
3. In 2014 the business owner would pay back to the CRA $6,250. In 2015 the business owner would pay back to the CRA $6,250 for a two year total payment of $12,500, which would effectively lower the CRA contribution to $37,500 and increase the business owner's contribution to $37,500.
4. There was no collateral proposed for the two year payment.

Mr. Otte continued that:

1. If the CRA wished to fund this request, Staff recommended that a CRA-wide program be created. The program would recognize that restaurants were an attractive use in redevelopment areas by bringing patrons into the district during the day and into the evenings as well as on weekends.
2. Staff would research the availability of models for this type of program in other CRAs and report on this research at the meeting.
3. Since there was no collateral offered in the request, the program should not be considered as a loan program.
4. The CRA could set aside $100,000 and have an open competition for an established number of grant awards for a program as described above.

Mr. George Richford, owner of the Dolphin View restaurant stated that his business was not just a restaurant, as they also offered access to the river and the ocean, and could be considered an anchor that brought people to Canal Street from all over Florida. Mr. Richford commented on all improvements to the restaurant done by him to date and stated that his restaurant was experiencing a hardship due to not having indoor seating.

Ms. Lybrand inquired about the CRA funds in the Development Assistance and Incentives line item and asked why these funds couldn't be used for the purpose of

Business redevelopment. Mr. Otte stated that using these funds could be an option, however, a program needed to be established to provide guidelines.

A brief discussion ensued about making a difference between restaurants just needing money to remodel versus the economic impact the remodeling would have on the CRA district as far as putting "feet on the street".

Mr. Hall, CRA attorney, felt that the best way for the CRA to grant any monies would be through an established program. Mr. Hall continued that the questions to be answered included: if a project was in the CRA district; if it is listed in the Master Plan update and being properly authorized. Mr. Hall also questioned if the Dolphin View was asking for a grant or a loan; and if it was a loan it would be without collateral. Mr. Hall cautioned the CRA to find out the City Commission's intent before making any decision.

Mr. Dennis was very disconcerted that the CRA had discussed this topic for the last three CRA meetings and no real program had been established yet. Mr. Dennis continued that there was money in a line item and that these types of projects were supported by the recent Community Redevelopment Plan update.

Mr. Otte stated that he had had several meetings with Mr. Hall, Mr. Richford and the City Attorney and had brought forward several different proposals for the CRAs review.

A brief discussion ensued about the need for developing a program that would encompass all larger projects that go beyond the $10,000 threshold to speed up the approval process and for the CRA to be ready when a redevelopment opportunity presents itself.

Mr. Otte duly noted the suggestions and stated that he was advised by the CRA and the City attorneys that he either needed to establish a program or publish a Request for Proposal, to make everybody aware of the availability of CRA funding.

Ms. Lybrand inquired how other CRA's were funding larger projects as she felt that the CRA had a blight problem on Canal Street. Mr. Otte stated that he had checked with several CRA's and only a few programs were within the larger funding range.

Mr. Kosmas felt that it was very important to retain existing businesses and continued that he still felt strongly about having all parties vested in this proposal. Mr. Kosmas would like to see more details, like architectural plans and empirical data on the actual number of people the restaurant actually brings to Canal Street. Mr. Kosmas would also like to get an idea of the impact that people going to a restaurant have on the area and suggested maybe contacting the Visitors Bureau.

Mr. Belote felt that a program was needed to improve the chances of approval by the City Commission and that this would also speed up the process for the next applicant.

Mr. Hodson inquired about a possible cost overrun, as the applicant had presented only a construction estimate. Mr. Richford stated that he had been able to reduce the original cost and that those figures already included a 10% buffer.

Mr. Schilsky was in favor of creating a program that any restaurant in the CRA district would be able to take advantage of and to add additional details in the current Dolphin View proposal, specifically pertaining to a promissory note of some kind.
Mr. Otte recommended holding a workshop within the next two (2) weeks, where he would lay out an array of options that had been presented and discussed to date. He suggested that the applicant be present.

Mr. Kosmas asked that staff bring programs from various other CRAs. He would like to have low to no interest loans included in the proposal and suggested that other restaurant owners be notified of the workshop.

Ms. Lybrand cautioned that this program not just be considered a restaurant program.

The CRA agreed by consensus to hold a workshop (not to exceed 2 hours) within the next two (2) weeks.

D. Flagler Boardwalk Recommendation to the City Commission

Mr. Otte stated that on Monday, November 1, 2010 a public meeting on the future of the Flagler Boardwalk structure was held. In preparation for the meeting, Quentin Hampton, the engineering firm working on the seawall project prepared cost estimates of the repairs needed for the structure as well as on-going maintenance costs. Mr. Otte continued that a cost estimate for demolishing of the structure was provided by DBI, a demolition firm under a two year contract with the City.

Mr. Otte informed the CRA that a ballot was handed out at the public meeting that asked for input on whether to repair and maintain or demolish and remove the Boardwalk structure. Mr. Otte continued that a third option was presented during that meeting, which called for modified repairs (remove only wooden shade structures on the north and south sides of the Boardwalk and keep the main structure). Mr. Otte asked the CRA to approve replacing the original ballot with the revised one.

Mr. Otte recommended that the CRA consider this item at the December 8, 2010 regular meeting and make a recommendation to be conveyed to the City Commission for action at their December 14, 2010 regular meeting.

Mr. Belote summarized the public meeting by stating that the consultant deemed the structure to be in good shape and that the issues were mostly with ornamental items. Mr. Belote continued that the consultant recommended eliminating decorative elements on the roof areas and replacing the metal roof with tiled roof, painting and sealing bolts for around $150,000 or they could restore what was currently there with the same quality of materials for around $150,000.

A brief discussion ensued about the cost for demolition and the various input by attendees of the public meeting.

Mr. Dennis was concerned about using tiles for the roof due to the possibility of them becoming projectiles during hurricanes. Mr. Belote inquired about using the 27th Ave.

Park structure's standing seam constructed roof that had less clips as an example for the Flagler Boardwalk.

Mr. Kosmas inquired if the redesign of the parking lot layout could be addressed, as he felt that the layout was not really enticing and he commented on a very appealing public area in Clearwater Beach. Mr. Belote stated that this was not included in this current scope, but was listed as an item in the recent Redevelopment Plan update. Mr. Kosmas would like staff to look into creating a grassed area on the north side of the parking lot with sunshades and benches in the interim.

Mr. Otte stated that the restroom and the parking lot elements were going to be addressed as separate items by the consultants and that he would check on the parking area proposal in a previous design created by Schweizer-Waldroff.

E. Discussion on publicizing the availability of CRA Grants

Mr. Otte stated that at the October 6, 2010 meeting the CRA asked for a discussion on publicizing the availability of grants. Mr. Otte continued that at present, the grants were listed in the CRA section of the City website and that staff had prepared a list of the following ideas for additional publication of the grant availability:

- A mail-out to businesses in the CRA area: City staff has provided the list of businesses in the city using the database for occupational license holders. There are 476 business entities on the list and staff would have to identify those within the CRA area.
- Newspaper ads – a display ad in the News Journal costs about $100. A similar ad in the Observer costs $80.
- Radio ads: a 30 second ad costs about $18. CRA staff has been told it takes about 25 radio spots in a week to get coverage.
- Post on the City website in a new section on business development. It is anticipated that such a section will be discussed by the Economic Development Advisory Board.
- Send out e-mails to businesses. We do not currently have a database for this.
- Have information included with Utility Commission bills – please see the attached email.
- Insert a flyer with building permit and planning permit applications.
- Signs in the planning and building departments

Mr. Belote was in favor of doing a mail-out, creating a compilation of email addresses and posting the grants on the website.

Ms. Lybrand gave some suggestions of informing businesses through inserts in the Utilities Commission bill and asking them to submit their email address if they were interested in receiving further correspondence.

Mr. Kosmas recommended starting off with the publicizing ideas that can be done for free and suggested checking with the Chamber of Commerce to obtain (email) addresses. Mr. Kosmas felt staff should verify if the Chamber was sending out their Newsletter again and what the cost of advertising through this Newsletter would be.

Mr. Dennis added that staff could request to have a standing-order notice added to the Chamber's electronic Newsletter.
Mr. Belote inquired about creating a database of existing businesses within the CRA district. Mr. Dennis stated that staff could check with the Chamber, the Flagler and Canal Street associations to get a core group of email addresses.

The CRA agreed to have staff pursue all the listed ideas except for the Newspaper ads and the radio advertising.

NEW BUSINESS

A. Proposed Parking Zone Expansion request for Canal Street

Ms. Gail Henrikson, Planning Manager stated that at the October 6, 2010 CRA meeting, the possibility of expanding the existing Canal Street CRA Special Parking District was discussed. In the special Parking District the parking requirements are 50% of what is required outside the district.

Ms. Henrikson continued that Planning staff suggested expanding the Special Parking District to the entire Mainland CRA Parking District and that the Planning and Zoning Board was in favor of the expansion and recommended its approval.

Mr. Henrikson asked the CRA for their recommendation so that they may bring an amendment to the January Planning and Zoning Board.

Mr. Belote clarified if this change would encompass all Mixed Use (MU) Zoning within the CRA district and asked if the MU district of Canal Street west of the CRA district boundaries could be included. Ms. Henrikson confirmed that and stated that staff did not include B3 Zoning along US1 as this area had a different set of uses.

Mr. Kosmas asked why the CRA district by the Hospital was not included. Ms. Henrikson felt that it may not be advantageous to reduce the parking requirements in that area and stated that this area needed to be looked at a little more closely.

Mr. Dennis made the motion to approve the proposed recommendation to expand the Special CRA Parking District; with the addition to include the Western Boundary along Canal Street (non-CRA area), seconded by Ms. Lybrand. Motion carried on roll-call vote 6 –0.

B. Discussion whether or not to have a CRA meeting in December

Mr. Otte stated that it had been suggested not to hold a CRA meeting in December. Mr. Otte continued that staff was recommending that the December 8, 2010 meeting be held as regularly scheduled, as several Grant requests were anticipated to be submitted for December. Also, staff had received several emails from business owners urging that the meeting so that the positive momentum would not be interrupted.

The CRA agreed by consensus to hold the meeting on December 8, 2010.

C. CRA Financial Report Review

Mr. Otte stated that the reports had inadvertently been mislabeled and corrected their headings.

Mr. Otte explained that the Orange Street Streetscape Capital Projects from 2010 had its funds returned to the CRA fund balance and would be re-established for the 2011 budget.

Mr. Otte informed the CRA that the Notice to Proceed for the Mary Ave. and Orange Street Streetscape projects would be issued on November 15, 2010.

REPORTS AND COMMUNICATIONS

A. Director's Report

Ms. Martin stated that the contractor had moved equipment onto the Dunn Lumber and the demolition had begun. Ms. Martin continued that following demolition, the FDEP would conduct remediation of the site through a grant awarded to the City and that these activities were scheduled to take several months or longer depending on the availability of the FDEP's contractor. Following remediation, Staff will schedule the landscaping work. Ms. Martin stated that there will be a 3ft drop-off on the north side of the sidewalk that staff did not foresee and that they were in touch with the City's Chief Building official on how to secure the area. Ms. Martin continued that the contractor was securing the area while they were on site and then staff would probably put up a temporary chain link fence. Mr. Kosmas inquired if plywood could be used and asked elementary students to paint murals. Ms. Martin will check with the City's Parks and Recreation Director.

Ms. Martin informed the CRA that staff had decided to postpone the Notice to Proceed for the Orange Street and Mary Ave. Streetscape projects from November 8th to November 15, 2010 due to an event scheduled for this area. Ms. Martin stated that the contractor was ok with that change.

Mr. Otte stated that he anticipated issuing a Request for Proposal (RFP) for the Administrative Office Site at 160 N. Causeway and he felt that this would be a likely site for someone to ask for CRA development assistance.

Mr. Dennis made the motion to accept the Director's Report; seconded by Mr. Kosmas. Motion carried on roll-call vote 6 –0.

B. CRA Attorney's Report

Mr. Hall stated that he had no new business to report on, but was available for any questions. The Commissioners had no questions.

C. Capital Projects Report

Mr. Belote stated that he had asked staff to separate the CRA Capital Projects from the City's Capital Projects to avoid any possible confusion of what projects belonged to whom.

D. Commissioner Report

Mr. Kosmas inquired about an update on the Flagler Hotel. Mr. Otte stated that he had spoken to the Developer who stated that they had applied for a recovery zone bond and this process was still ongoing and that they would try to provide a report in December. Mr. Hall stated that the final closing date was set as January 26, 2011. Mr. Kosmas asked if the DCA issues had been resolved. Mr. Hall felt that they had been resolved, but was not certain. He continued that the developer had applied for a significant amount of funding with the Volusia County Industrial Development Authority and might need to ask the CRA and City Commission for an extension to their contract or close by January 26, 2011.

Mr. Kosmas asked about a recent City Commission topic about applying a hospitality overlay district to an oceanfront parcel for the purpose of constructing a hotel. Mr. Kosmas found it very disturbing that no motion was made to approve the agenda item, as the CRA's Redevelopment Plan update specifies that New Smyrna Beach could benefit from establishing several hotels and the Planning and Zoning Board had approved this item 5-1. Mr. Kosmas would like to find ways to encourage the City Commission to move forward with hotel development.

ADJOURNMENT

A motion was made to adjourn; all agreed. Meeting adjourned at 4:15 pm.

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Claudia Soulie

Meeting Date: December 8, 2010

Action Item Title: Commercial Property Improvement Grant: 725 W. Canal Street

Agenda Section: Consent___ X___ Public Hearing_____ Special Items_____

Summary Explanation and Background

The applicant, New Smyrna Beach Board of Realtors, has submitted a proposal to install a paver driveway connecting to the street entrance as well as new landscaping covering the entire front of the property.

The estimated total cost for the project is $5,645 and the amount of CRA grant assistance requested is $2,822.50.

Recommended Action/Motion:

This application has received the necessary points to qualify for consideration and staff recommends approval.

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

If approved, the funds for this application would come out of the FY 2011 budget, account number 12051502-583001, which has a balance of $60,000.

Exhibits Attached:

1. Packet submitted by the applicant
2. Score sheets

Reviewed By:	Name	Signature
CRA Director	Tony Otte	Tony Otte

Commission Action

725 W. Canal Street

Funding Evaluation

Did the Applicant attend pre-application conference: Yes X No _____

Does the proposed project substantially comply with the guidelines Yes X No _____

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

Circle a Score
for each category

Compliance with guidelines:

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

Location:

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

Overall Impact/Improvement:

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

Quality of Work Proposed:

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

Present use:

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

Bonus Points:

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

Total 22

CITY OF NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

APPLICATION FORM

COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

NAME: New Smyrna Beach Board of Realtors

PROPERTY ADDRESS: 725 W. Canal St

TELEPHONE: 386-428-2104 (DAY) _____ (EVENING)

TYPE OF IMPROVEMENT PLANNED:

Exterior _____ Painting _____ Landscape X Electrical _____ Driveway

Signage _____ Awning _____ Parking Area _____ Other X Pavers Connecting to Canal Street

PROJECT PROPOSAL ON IMPROVEMENTS

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

1. **Summary** of the scope of work to be performed.

2. **Color photographs** clearly showing existing condition of the facade, neighboring buildings, and rear entrances. If applicable, historic photographs and photos of existing parking areas should also be included.

3. **Sketch plans and specifications** detailing the scope of work.

4. **Samples** of all paint colors and awning materials to be used on the building and signage.

ESTIMATED **TOTAL** COST OF PROPOSED IMPROVEMENTS: $ 4,345.—

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

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

1. **To follow the design** recommendations as approved by the Community Redevelopment Agency.

2. **To adhere** to the Application Procedures and Guidelines and the Grant Agreement as specified.

3. **That I shall incur** all initial project costs and receive **reimbursement** only after:

   A. All improvements have been **completed.**

   B. **Final Inspection** of the improvements is approved.

   C. **Proof of Payment** for project costs has been received.

4. Additional improvements or changes not approved will not be funded.

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

Cora Baker

APPLICANT SIGNATURE

Oct 28, 2010

DATE

To: Community Redevelopment Agency

From: New Smyrna Beach Board of REALTORS®

Date: October 28, 2010

Re: Commercial Property Improvement Grant Program

Summary of the scope of work to be performed and specifications.

1. As the Canal Street Project has come to a close our access and landscaping need to reflect the effects of the City to revitalize Canal Street. As one of the property owners along Canal Street it is important that our appearance also follow this important objective for an attractive appearance to visitors and the community. Also to achieve the objectives of the Community Redevelopment Objective to maintain a quality image and unique character within the historic area.
2. One part of the project will consist of the installation of pavers in a Red/Tan/Charcoal connecting to the street entrance and continuing to the walk in the front of the building. Approximately 9 feet wide and 50 feet in length. There will be a 4 inch base and 2 inch shell and additional filling as necessary. (See scope of work Exhibit A.)
3. The other part of the project will consist of landscaping; connecting to the new concrete retaining wall built as part of the Canal Street project and new landscaping covering the entire front of the property. This will be accomplished by installing various plants including Hibiscus, Ligustrum, Jasmine, Azaleas and Roebelenii that are a compliment to the area. Also to blend mulch in with the mulch that was distributed by the City. Most of the current plants will be removed. (See scope of work Exhibit B.)

(A)

FENCES & PAVERS
By Design

Vinyl Fences
Wood Fences
Chain Link Fences
Aluminum Fences

1301 Old Mission Road, New Smryna Beach, Florida 32168
386-314-4473 ❖ (386) 478-0000
www.FencesByDesign.com ❖ www.APL-PAVERS.com
Serving All of Central Florida

Brick Pavers
Patios & Decks
Retaining Walls
Sealer

Install Date _____ Job Name _____
Salesperson Vadim Phone (386) 314-4473

Invoice To Board of Realtors Estimate Date _____
Street 725 W. Canal St. City NSB Phone 428-2104
Additional Information _____ Cora Bakes

DESCRIPTION	QUANTITY	RATE	TOTAL
Paver Installation	480		
Site Prep (see notes)*	—	—	—
Color: Red/Tan/Charcoal			
Clean up included	9/30 Left message about pavers		
T pattern			
TOTAL			1900.00

Job Notes:

Filling 100.
2,000.

* - excavate 6" from existing driveway, add 4" base, + 2" shell.
- Entire driveway to be - 9' wide x 50' long
- concrete edge around perimeter of driveway
- compact pavers on driveway and add sand
- permit included
- customer provides current survey

deposit need $1,000

Proposal Terms and Conditions:

All work is guaranteed to be as specified and the aforementioned work will be performed in accordance to proposal specifications submitted for the described work. Job must be completed in a professional manner. The previously mentioned pricing is based upon approximate square footage and lineal foot coverage provided by field measurements specifications. Quantities to be based and verified with shipping invoice.
General contractor/Homeowner is responsible for providing running water and electricity on job site. Owner/General Contractor is responsible for notifying Fences and Pavers by Design of any sprinklers or underground lines, pipes, etc, including electric, phone or cable prior to commencement of project.
General contractor to provide soil elevation at 4 inches below grade. Sod and Soil removal are not included in price estimate.
$35 return check charge + amount of check must be paid within five (5) days or it will be turned over to proper authorities. Any and all fees incurred from bank/customer/attorney will be billed to check issuer .Customers are advised to keep off payers for a minimum of 24 hours.

Payment Terms

50% Deposit ❖ 25% Progress ❖ 25% Final

IN WITNESS WHEREOF, the undersigned have here unto subscribed their name on

this_____day of_____year_____

_____
Homeowner(s), Owner(s) Signature(s) Contractor Representative

ALL WORK COMES WITH WORKMANSHIP WARRANTY

This is a home solicitation sale and if you decide withing three (3) business days you do not want the goods or services agreed to, you may cancel this agreement by providing written notice to Fences and Pavers by Design, 1301 Old Mission Road, New Smyrna Beach, FL 32168, in person or by U.S. Mail postmarked before midnight of the third business day floolowing the date of this agreement. Separation (if landscaping border moves) will be required. All damage done by others will be repaired with a minimum $250 charge. Interest will e charged at a rate of 5% per month on all past due accounts. Any alterations or deviattion from above specifications involving extra coss will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. The price specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, Payment will be outlined above. 20% cancellation fee applies on all scheduled work.

Soulie, Claudia

From: Cora Baker [Cora@nsbboard.com]
Sent: Thursday, December 02, 2010 2:52 PM
To: Soulie, Claudia
Subject: CRA Grant Request

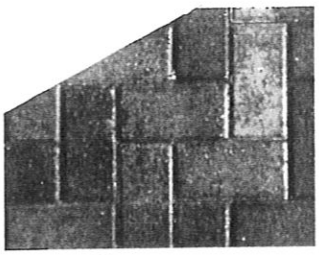
Claudia,

Additional landscaping materials & irrigation. No design changes, curb appeal & enhancements. Quoted cost $1,300.

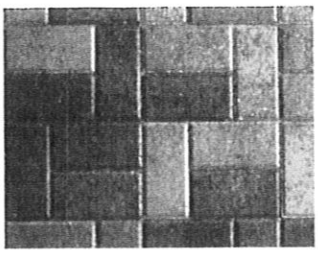
This total should be $5,645.

Thank you,

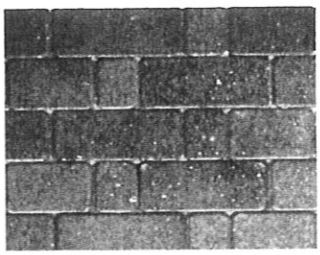
Cora Baker
Association Executive
New Smyrna Beach Board of REALTORS®
725 W. Canal Street
New Smyrna Beach, FL 32168
386-428-2104
386-426-6564



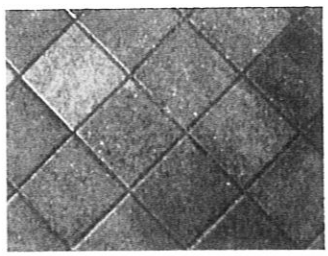
Cleopatra



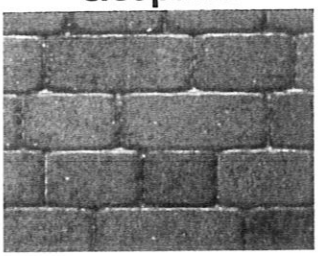
Orange Sandstone



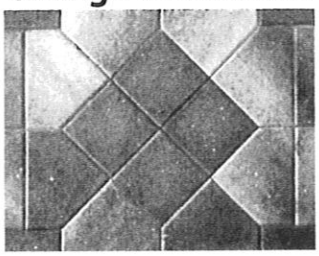
Caravan



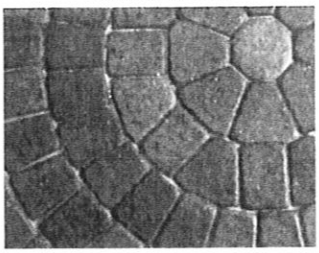
Terracotta/Yellow/Charcoal



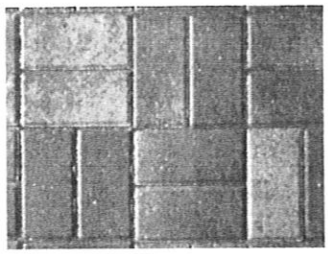
Sahara



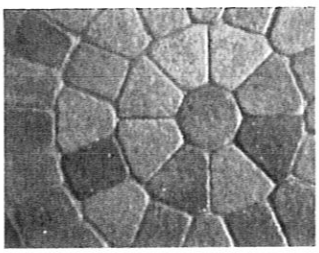
Granite



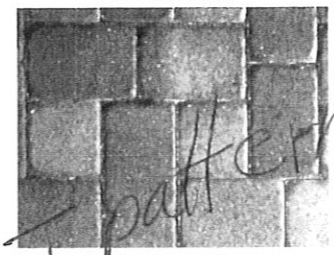
Mirage



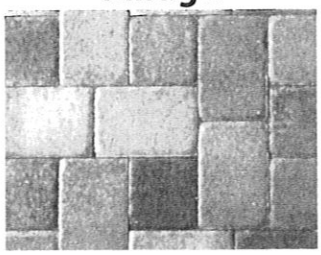
White Buff



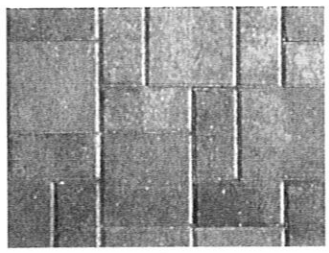
Bentcreek



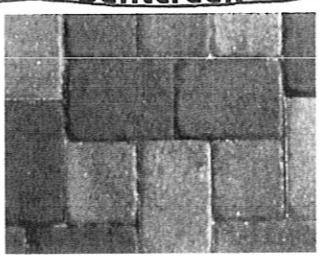
Phoenix



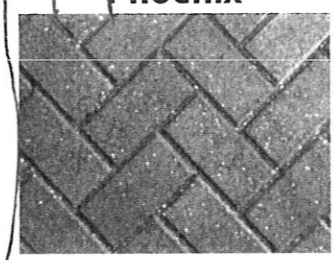
Island Palm



Peach/White/Gray

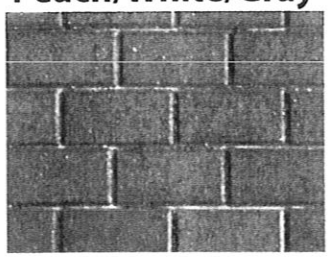


Mirage II

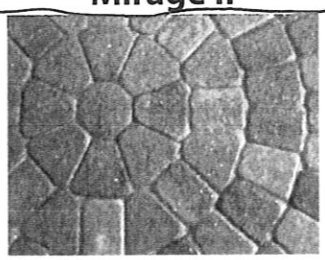


Arabian

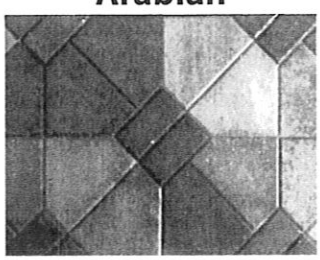
Tan/White



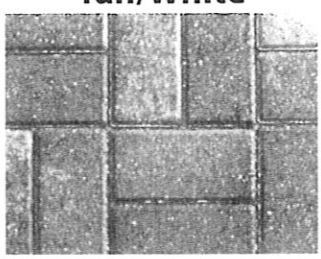
Oasis



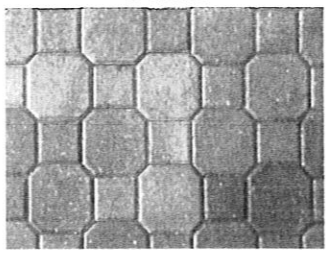
Island Palm



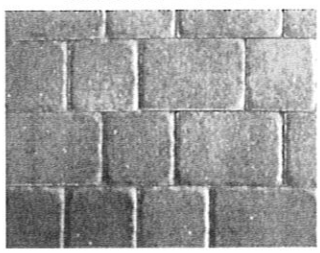
Sheik



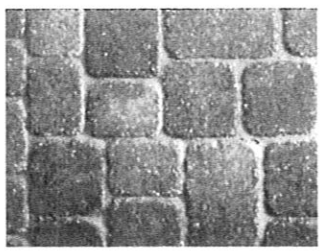
Tan/Taupe/Sandstone



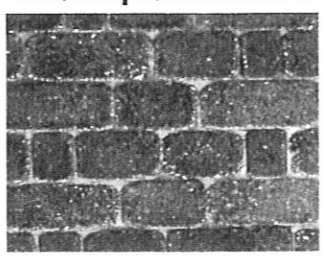
Buto



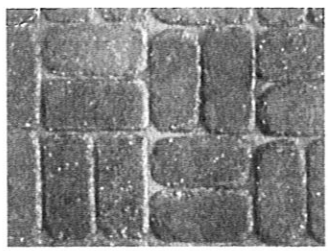
Mirasol



Cleopatra Tumbled



Caravan Tumbled



Oasis Tumbled

Actual paver color may vary.

PYRAMID PAVERS, LLC

Manufacturer of Interlocking Concrete Pavers

941.474.2323

510 Paul Morris Drive • Englewood, FL 34223

www.pyramidpavers.com

ICPI

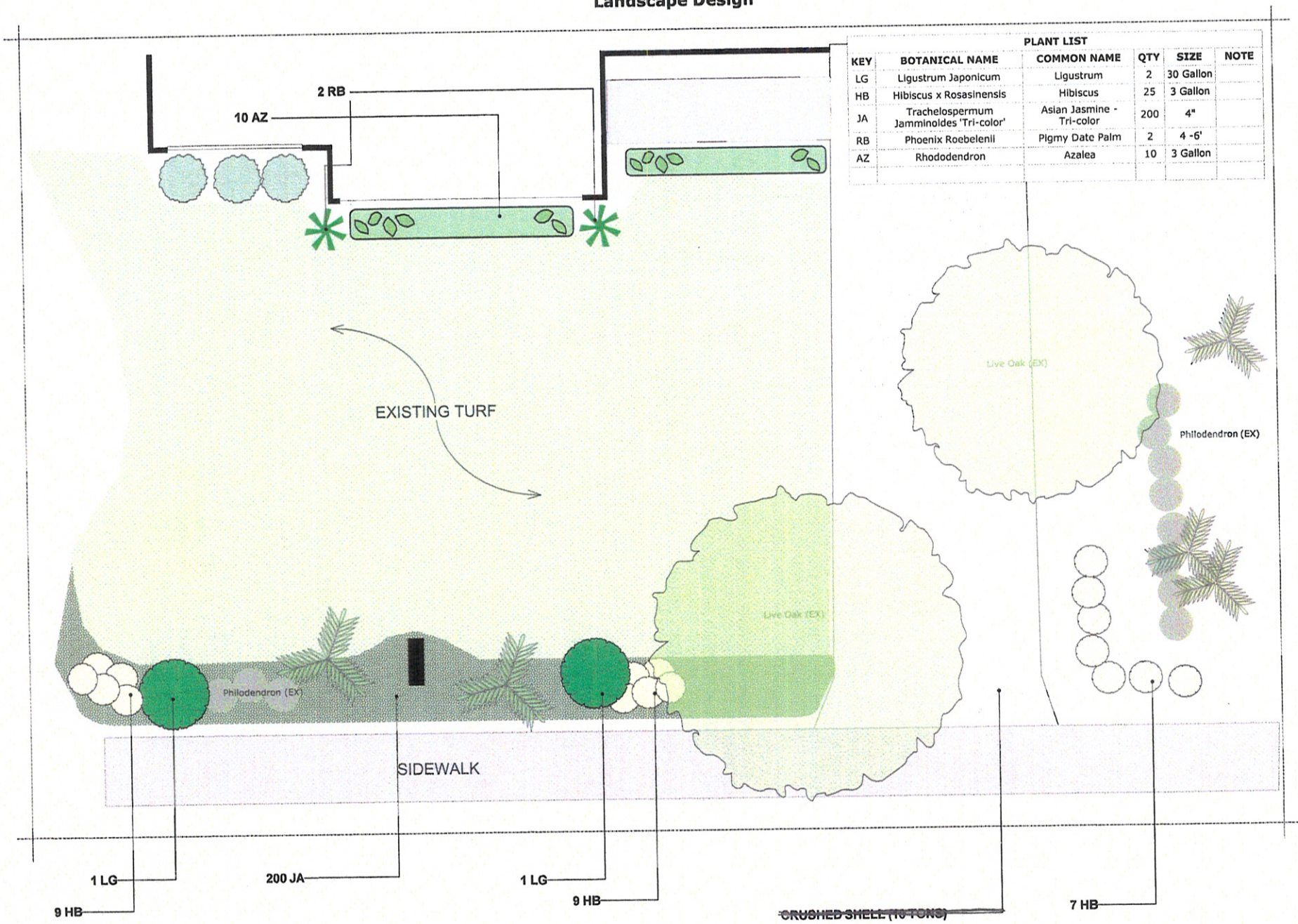
TERRA-SCAPE

LANDSCAPE PROPOSAL
prepared for
NEW SMYRNA BEACH BOARD OF REALTORS

by

George Kennedy
386-871-4373
gkennedy@terra-scape.net
www.terra-scape.net

New Smyrna Beach Board of Realtors
Landscape Design



PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE	NOTE
LG	Ligustrum Japonicum	Ligustrum	2	30 Gallon	
HB	Hibiscus x Rosasinensis	Hibiscus	25	3 Gallon	
JA	Trachelospermum Jamminoides 'Tri-color'	Asian Jasmine - Tri-color	200	4"	
RB	Phoenix Roebelenii	Pigmy Date Palm	2	4 -6'	
AZ	Rhododendron	Azalea	10	3 Gallon	

TERRA-SCAPE

Terra-scape is pleased to present the following proposal for your consideration.

LOCATION OF INSTALLATION: NSB Board of Realtors, New Smyrna Beach, FL 32168

SCOPE OF WORK

Terra-scape shall perform all of the work described in the specifications listed below. Terra-scape shall furnish all of the materials, licenses, and any and all other products and services required for the completion of the work. All plant material is Florida Grade #1 or better and comes with a one year warranty subject to our terms and conditions.

LANDSCAPE SPECIFICATIONS

Prep existing plant bed for new plant material including the removal/relocation of existing plant material.

Install 25+/- 3-gallon *Hibiscus* according to attached plan.

Install two 30-gallon *Ligustrum* according to attached plan.

Install 200+/- *Tricolor Asiatic Jasmine* ground cover according to attached plan.

Install 10+/- 3-gallon *Azaleas* according to attached plan.

Install 2 Triple-trunk Phoenix Roebelenii according to attached plan.

Install drip irrigation line in all new planting beds and tie into existing stub-out.

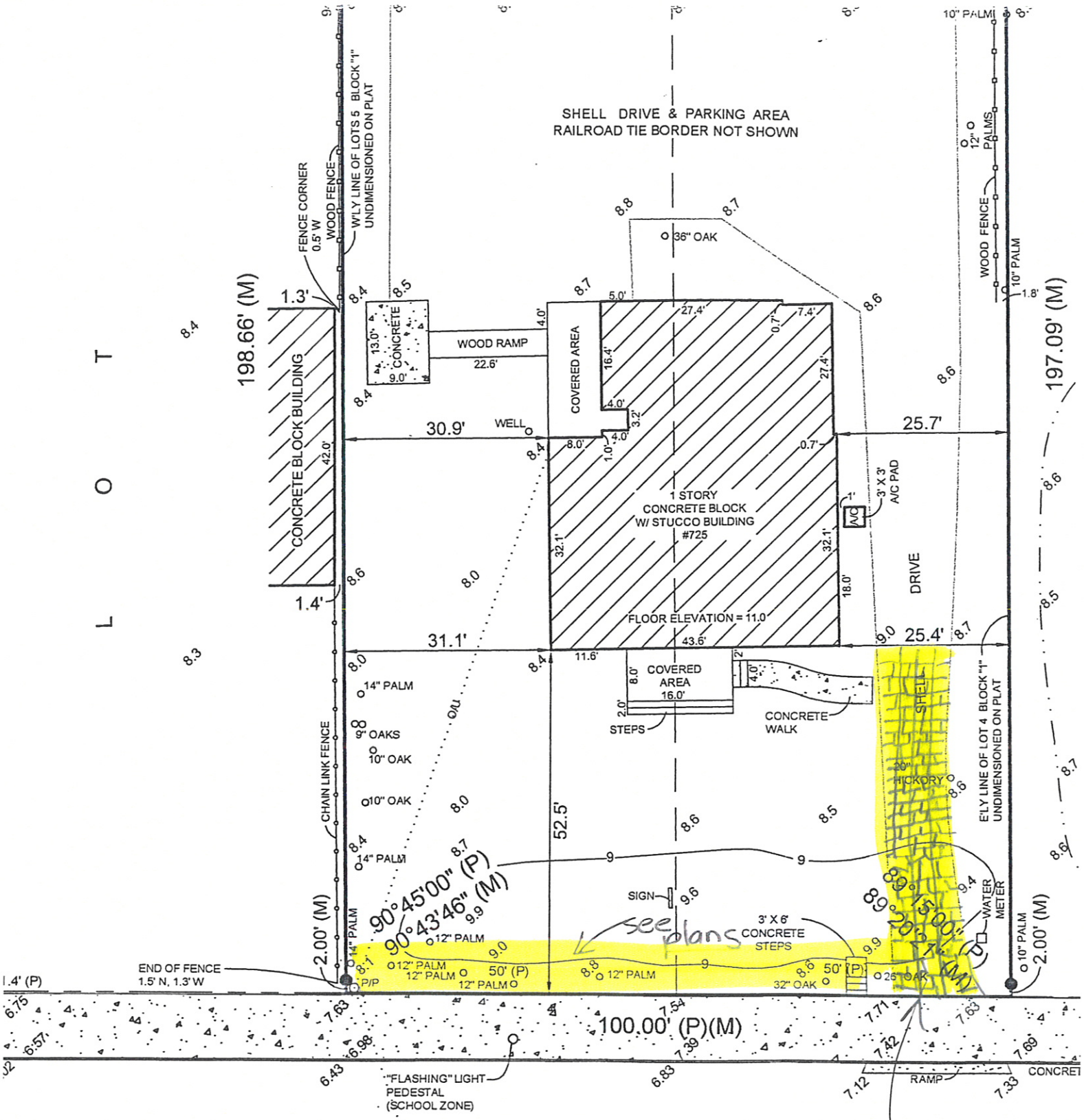
Install 12+/- yards of Pine Bark Mulch.

~~Install 6 +/- yards of shell to existing driveway, grade and machine compact entire area.~~

Clean up and remove all debris.

PRICING

Labor	$ 575
Materials	$ 1,675
Equipment, Transportation & Dump Fees	$ 95
TOTAL	**$ 2,345**



see ocope work

Access from Canal Street

Current Landscaping

Soulie, Claudia

From: Moore, Marissa
Sent: Monday, November 29, 2010 8:50 AM
To: Soulie, Claudia
Cc: Baker, John; Henrikson, Gail
Subject: RE: Board of Realtors

Per the plans shown to me by Cora Baker, I foresee no issues with the proposed paver driveway construction and landscaping installation project. Once a permit is issued for this project, an official zoning certificate will be issued.

Let me know if you need anything further at this time.

Regards,

Marissa Moore, AICP
City Planner, City Horticulturist
Planning & Zoning
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168

w: (386) 424 2015
c: (386) 566-1005

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City of New Smyrna Beach officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the City of New Smyrna Beach. If you have received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.

From: Soulie, Claudia
Sent: Tuesday, November 23, 2010 12:14 PM
To: Moore, Marissa
Subject: Board of Realtors

Marissa:

How was your vacation? When you get a chance would you please send me a quick email that you don't foresee any issues with the proposed driveway paver project for the Board of Realtors. Cora Baker was in your office recently to show it to you. I have to put that with their application.

Thanks,

Claudia

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Claudia Soulie

Meeting Date: December 8, 2010

Action Item Title: Commercial Property Improvement Grant: 224 Flagler Ave

Agenda Section: Consent___X___ Public Hearing_____ Special Items_____

Summary Explanation and Background

The applicant, Waffle Planet, LLC, has submitted a proposal to convert the existing building at 224 Flagler Ave into a new flagship restaurant.

The scope of work for this conversion includes the creation of safe off-street outdoor seating, improvement of off-street parking for customers and employees, landscaping, irrigation, cement pad for trash receptacles/dumpster, removal/replacement of signs and exterior window lighting.

The estimated total cost of the project is $18,463 and the amount of CRA grant assistance requested is $10,000.

Note: The owner of this property has given her written consent for the applicant to submit this application, however has stated that she might convey the property to somebody else should they be in a position to sign the lease before December 8, 2010. The applicant has submitted requests for two (2) other locations within the CRA district as alternates.

Recommended Action/Motion:

This application has received the necessary points to qualify for consideration and staff recommends approval contingent upon the applicant providing a fully executed lease agreement for the property that is subject of the grant request.

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

If approved, the funds for this application would come out of the FY 2011 budget, account number 12051502-583001, which has a balance of $60,000.

Exhibits Attached:

1. Packet submitted by the applicant
2. Score sheets

Reviewed By:	Name	Signature
CRA Director	Tony Otte	Tony Otte

Commission Action

Property Improvement Grants
Funding Evaluation

Property Address: 224 Flagler Ave

Did Applicant attend pre-application conference: YES X NO _____

Does the proposed project substantially comply with the guidelines: YES X NO _____

Review for Funding (26 Points Possible)
(15 Points Minimum Required)

Circle a Score
for each category

Compliance with Guidelines:

Project substantially meets guidelines
No character defining features are inappropriately altered: ---------- (3) Points

Location:

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

Overall Impact / Improvements:

Condition improves from poor to excellent: ---------- 5 Points
Condition improves from poor to good: ---------- 4 Points
Condition improves from good to excellent: ---------- (3) Points
Condition improves from average to excellent: ---------- 3 Points
Condition improves from average to good: ---------- 2 Points

Quality of Work Proposed:

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

Present Use:

Commercial / Office: ---------- 3 Points
Current Vacant / reuse: ---------- (3) Points
New INFILL construction on Flagler Ave or Canal St: ---------- 4 Points

Bonus Points:

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

Total 17

CITY OF NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

APPLICATION FORM

COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

NAME: WAFFLE PLANET LLC

PROPERTY ADDRESS: 224 FLAGLER AVENUE

TELEPHONE: 386 957 1604 (DAY)_____(EVENING)

TYPE OF IMPROVEMENT PLANNED:

Exterior _____ Painting X Landscape X Electrical X

Signage X Awning _____ Parking Area X Other X

PROJECT PROPOSAL ON IMPROVEMENTS

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

1. **Summary** of the scope of work to be performed.

2. **Color photographs** clearly showing existing condition of the facade, neighboring buildings, and rear entrances. If applicable, historic photographs and photos of existing parking areas should also be included.

3. **Sketch plans and specifications** detailing the scope of work.

4. **Samples** of all paint colors and awning materials to be used on the building and signage.

ESTIMATED **TOTAL** COST OF PROPOSED IMPROVEMENTS: $ ~~21,063.00~~ 18,463

ESTIMATED AMOUNT OF **GRANT ASSISTANCE REQUESTED:** $ ~~10,531.50~~ 9,231.50

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

1. **To follow the design** recommendations as approved by the Community Redevelopment Agency.

2. **To adhere** to the Application Procedures and Guidelines and the Grant Agreement as specified.

3. **That I shall incur** all initial project costs and receive **reimbursement** only after:

   A. All improvements have been **completed.**

   B. **Final Inspection** of the improvements is approved.

   C. **Proof of Payment** for project costs has been received.

4. Additional improvements or changes not approved will not be funded.

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

Susanne Wittstadt

APPLICANT SIGNATURE

November 18, 2010

DATE

AVENUE SALON
WALK-INS WELCOME

AVENUE SALON
WALK-INS WELCOME
WAFFLE PLANET
European Café & Grille
AFFLE PLANET
European Café & Grille

224 FLAGLER AVENUE
PROPERTY IMPROVEMENT GRANT

ADDENDUM 1

Bring exterior property to Florida code. Provide safe, off-street outdoor seating. New flagship restaurant for NSB featuring minimalist interior and unique, storefront doors which eliminate the traditional storefront barrier and maximize connection to the outside. Increase NSB vitality, property visibility and overall attractiveness.

ADDENDUM 2

See attached photo. Storefront rendering to follow. Please reference the Sams Ave proposal.

ADDENDUM 3

commercial architect: Sidney D. Corhern Architect, Inc AR0011098 ID0004106
commercial contractor: Jon D. Menke/Old Florida Construction CBC1256424
commercial plumber: David Dempsey Plumbing CFC029778
commercial electrician: Terry Harrison/Harrison Electric Service Inc

$500	city permit fees
$800	sign design, formating and artwork
$325	Water Proof Vinyl Decals For Store Front Windows
$2925	3 Signs
$1475	screening for trash receptacles/trash dumpster
$585	Cement pad for trash receptacles/trash dumpster
$3558	commercial 3' x 7' storefront glass door and side door replacement
$245	removal of old signs
$375	removal of obsolete sign pole
$825	exterior window lighting
$650	illumination of signage
$2400	no-automobile-safe-zone for outdoor seating
$800	improve off-street parking for customers and employees
$3000	landscaping, soil aumentation, old plant removal, installation of plants, irrigation system
- $2600	install natural gas, propane, and/or LP gas - ineligible expense
$21063	TOTAL

— 2600
18,463

ADDENDUM 4

Pantone 4525 C
Pantone 202 C
Pantone 154 C
Pantone Black C

November 11, 2010

To whom it may concern,
I am the legal owner of record of the property at 224 Flagler Ave, New Smyrna Beach. Waffle Planet LLC (a Florida corporation) and Susanne Wittrock have my permission to make property and building changes, and meet Florida code regulations. In addition, Waffle Planet LLC (a Florida corporation) and Susanne Wittrock have my permission to work directly with the Community Redevelopment Agency (CRA) to enhance the economic potential and business attractiveness of my property.

Very truly yours,

Dorothy V Kreis

Dorothy Kreis
210 Canova Drive
New Smyrna Beach FL 32169-2669
386 428 2771

Soulie, Claudia

From: Henrikson, Gail
Sent: Thursday, December 02, 2010 10:55 AM
To: Soulie, Claudia
Subject: RE: verification

Claudia:

This is to confirm that I did meet with the applicant looking to open Waffle Planet. They have looked at two locations – one on Flagler Avenue and one on Sams Avenue. Both locations would permit a restaurant. Depending upon the site chosen, staff will need to verify parking and signage requirements. Additionally, depending upon the site chosen, staff will also need to verify whether any transportation impact fees will be required.

With regard to the property at 440 North Dixie Freeway, I did also meet with Steve Clancy regarding his project. The property Is zoned B-3, which would allow a hot dog business. Depending upon the number of seats proposed, there should be adequate parking. However, this will need to be verified by staff. With regard to transportation impact fees, the site was previously used for automobile sales. The new proposed use would be considered as a central business district sandwich shop. Therefore, no transportation impact fees would be required. I also spoke to Mr. Clancy about various landscaping and setback issues. I am not sure if you need additional information from me about this or not. If you do, please let me know.

Gail

From: Soulie, Claudia
Sent: Tuesday, November 23, 2010 12:12 PM
To: Henrikson, Gail
Subject: verification

Hi Gail:

Would you mind sending me verification that Waffle Planet presented you with their proposed project for 224 Flagler, 112 and 114 Sams Ave. and that you don't foresee any major issues.

As well as Stephen Clancy for his Hot dog business at 440 N. Dixie Freeway.

Thank you so much for all you do.

Claudia

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Claudia Soulie

Meeting Date: December 8, 2010

Action Item Title: Commercial Matching Revitalization Grant: 224 Flagler Ave

Agenda Section: Consent___ X____ Public Hearing_____ Special Items_____

Summary Explanation and Background

The applicant, Waffle Planet, LLC, has submitted a proposal to convert the existing building at 224 Flagler Ave into a new flagship restaurant.

In order to comply with Florida codes to operate a restaurant the applicant has to install special sinks, a grease trap, exhaust hood system, security system with intrusion-smoke-fire detection, plumb hot water and natural gas, perform upgrades and repairs to the bathroom and the electrical system.

The estimated total cost of the project is $27,365 and the amount of CRA grant assistance requested is $10,000.

Note: The owner of this property has given her written consent for the applicant to submit this application, however has stated that she might convey the property to somebody else should they be in a position to sign the lease before December 8, 2010. The applicant has submitted requests for two (2) other locations within the CRA district as alternates.

Recommended Action/Motion:

This application has received the necessary points to qualify for consideration and staff recommends approval contingent upon the applicant providing a fully executed lease agreement for the property that is subject of the grant request.

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

If approved, the funds for this application would come out of the FY 2011 budget, account number 12051502-583004, which has a balance of $90,000.

Exhibits Attached:

1. Packet submitted by the applicant
2. Score sheets

Reviewed By:	Name	Signature
CRA Director	Tony Otte	Tony Otte

Commission Action

COMMUNITY REDEVELOPMENT AGENCY

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

CRA COMMERCIAL MATCHING REVITALIZATION GRANT APPLICATION

Applicant Name: WAFFLE PLANET LLC

Mailing Address: PO BOX 2001
NEW SMYRNA BEACH FL 32170-2001

Business Name:

Property Owner: DOROTHY KREIS 386 428 2771

Property Address: 224 FLAGLER AVENUE

Contact Person: SUSANNE WITTROCK

Applicant Telephone Number: 386 957 1604

E-Mail Address: info@waffle-planet.com

Total Cost of Project (estimate): ~~$29,000.00~~ 27,365 CRA Grant requested $10,000

Estimated Start Date: DEC 2010 **Estimated Completion Date:** AUG 2011

Please attach the following:

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

Application <u>will not</u> be reviewed without all supporting data.

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

The project must be completed within one (1) year of grant approval. I agree to maintain the completed project in its approved design for a period of five (5) years from the date of completion. I further understand that a W-9 Form must be provided to the City as part of the grant reimbursement process.

SUSANNE WITTROCK

Print Name

S. Wittrock

Signature of Applicant

November 18, 2010

Date

224 FLAGLER AVENUE

ADDENDUM A

Waffle Planet LLC is a concept restaurant offering european-style artisan food, austrian coffee, and exclusive, hand-dipped ice cream. Hours of operation mirror local area restaurants on Flagler. Hours of operation are tentitive, adjustable and solely dependent on patron activity.

HOURS:
Sunday-Thursday: 11-3
Friday-Saturday: 11-8

ADDENDUM B

The existing property requires even the most basic services to meet Florida code. For example, there has never been hot water in the bulding. Repairs include loose tile flooring and water damage to existing internal walls. To meet Florida bulding code, new installations include a hot water system with associated plumbing to handicap bathroom and commercial kitchen, upgraded electrical, 3-sink system, handwash sink, mop sink, commercial grease trap, commercial exhaust hood system, Ansul R-102 wet chemical fire suppression system, etc.

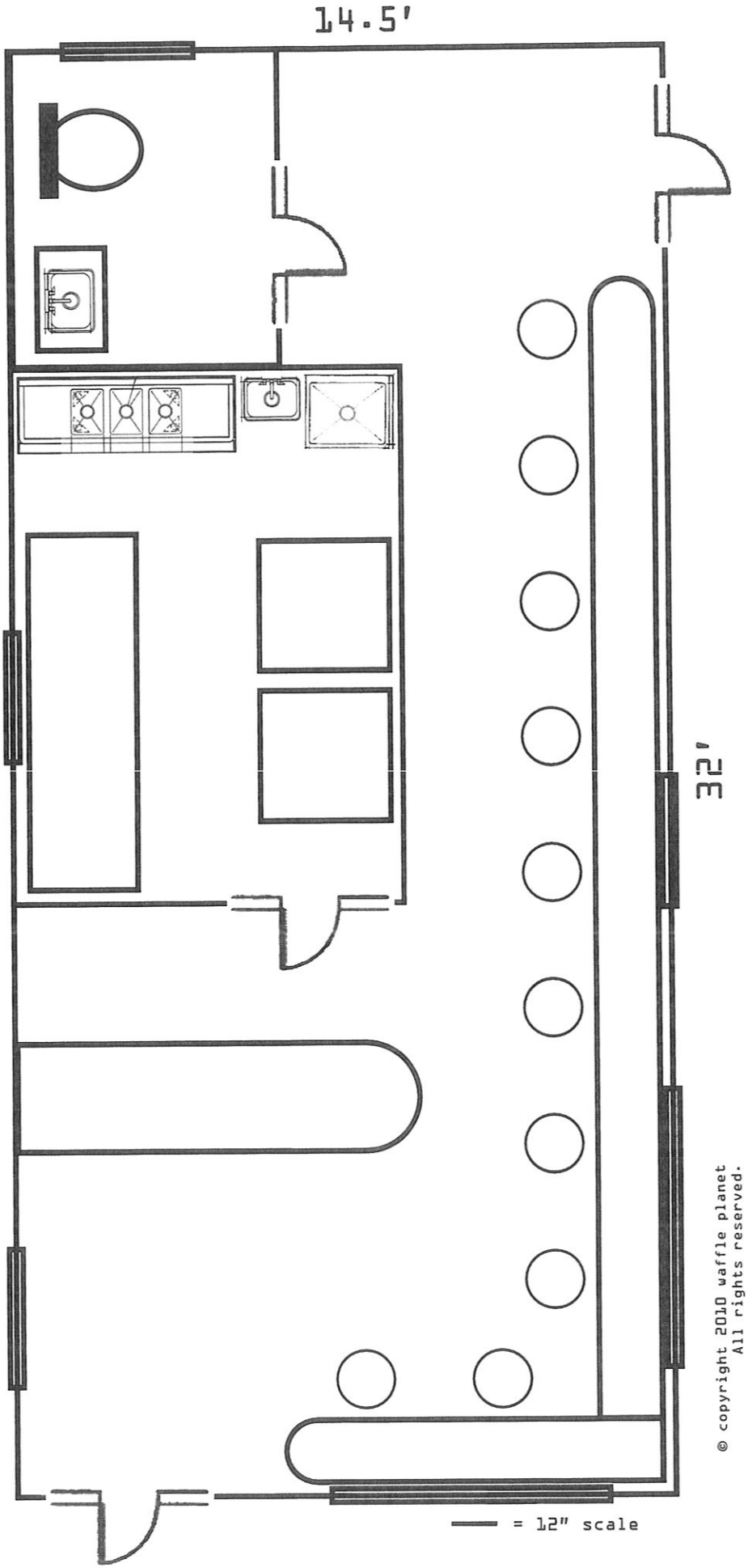
ADDENDUM C

commercial architect: Sidney D. Corhern Architect, Inc AR0011098 ID0004106
commercial contractor: Jon D. Menke/Old Florida Construction CBC1256424
commercial plumber: David Dempsey Plumbing CFC029778
commercial electrician: Terry Harrison/Harrison Electric Service Inc

$500	city permit fees
$1135	commercial restaurant design and architectural layout services
$1400	tankless water heater
$2200	plumb natural gas, propane, and/or LP gas
$3750	plumb water (entire building)
$1600	3-sink system
$1300	handwash station
$500	mop sink
$3350	grease trap
$2200	upgrade electrical
$6675	exhaust hood system with Ansul fire suppression
$490	security system w/intrusion-smoke-fire detection
$2400	bathroom repairs and upgrades
$1500	repairs to damaged flooring, walls and paint
$29000	TOTAL

ineligible expense

- 1635
27,365



224 Flagler Ave.

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All rights reserved.

November 11, 2010

To whom it may concern,
I am the legal owner of record of the property at 224 Flagler Ave, New Smyrna Beach. Waffle Planet LLC (a Florida corporation) and Susanne Wittrock have my permission to make property and building changes, and meet Florida code regulations. In addition, Waffle Planet LLC (a Florida corporation) and Susanne Wittrock have my permission to work directly with the Community Redevelopment Agency (CRA) to enhance the economic potential and business attractiveness of my property.

Very truly yours,

Dorothy Kreis

Dorothy Kreis
210 Canova Drive
New Smyrna Beach FL 32169-2669
386 428 2771

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Claudia Soulie

Meeting Date: December 8, 2010

Action Item Title: Commercial Impact Fees Assistance: 224 Flagler Ave

Agenda Section: Consent___ X____ Public Hearing_____ Special Items_____

Summary Explanation and Background

The applicant, Waffle Planet, LLC, has submitted a proposal to convert the existing building at 224 Flagler Ave into a new flagship restaurant. The estimated total cost of the impact fees is $26.47.

Note: The owner of this property has given her written consent for the applicant to submit this application, however has stated that she might convey the property to somebody else should they be in a position to sign the lease before December 8, 2010. The applicant has submitted requests for two (2) other locations within the CRA district as alternates.

Recommended Action/Motion:

This application has received the necessary points to qualify for consideration and staff recommends approval contingent upon the applicant providing a fully executed lease agreement for the property that is subject of the grant request.

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

If approved, the funds for this application would come out of the FY 2011 budget, account number 12051502-583002, which has a balance of $76,000.

Exhibits Attached:

1. Packet submitted by the applicant
2. Score sheets

Reviewed By:	Name	Signature
CRA Director	Tony Otte	Tony Otte

Commission Action

COMMUNITY REDEVELOPMENT AGENCY

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

CRA COMMERCIAL IMPACT FEE ASSISTANCE PROGRAM

(City of New Smyrna Beach Building Department or Transportation Impact Fees ONLY)

Applicant Name: WAFFLE PLANET LLC

Mailing Address: PO BOX 2001

NEW SMYRNA BEACH FL 32170-2001

Business Name:

Property Owner: DOROTHY KREIS 386 428 2771

Property Address: 224 FLAGLER AVENUE

Contact Person: SUSANNE WITTROCK

Applicant Telephone Number: 386 957 1604

E-Mail Address: info@waffle-planet.com

Total Amount of Impact Fees: $26.47

- **Written Estimate of Impact Fee Received**
- **Supporting Data Checklist must be included with application.**
- **Application must be submitted within 30 days of permit application or business tax receipt application.**
- **Application <u>will not</u> be reviewed without all supporting data.**

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

SUSANNE WITTROCK
Print Name

November 18, 2010
Date

S. Wittrock
Signature of Applicant

CITY OF NEW SMYRNA BEACH

IMPACT FEE CALCULATION FORM

RESIDENTIAL PROPERTY

(PIF)	LAW ENFORCEMENT	=	$ 277.54 X # UNITS =	$ Ø
(FIF)	FIRE/RESCUE	=	$ 299.61 X # UNITS =	$ Ø
(PRIF)	PARKS/RECREATION	=	$ 131.28 X # UNITS =	$ Ø
			TOTAL FEE DUE	$ Ø

COMMERCIAL PROPERTY

(PIFC)	LAW ENFORCEMENT	= $2.23 X _____ S.F. =	$ Ø
(FIFC)	FIRE/RESCUE	= $ .45 X ____-____ S.F. =	$ Ø
		TOTAL FEE DUE	$_____

RESIDENTIAL TO COMMERCIAL

(PIFC) LAW ENFORCEMENT

= $ 2.23 X _____ S.F. = $ _____

LESS CREDIT FOR RESIDENTIAL - $ _____

TOTAL LAW ENFORCEMENT = $ _____

(FIFC) FIRE/RESCUE

= $ .45 X _____ S.F. = $ _____

LESS CREDIT FOR RESIDENTIAL - $ _____

TOTAL FIRE/RESCUE = $ _____

TOTAL PARKS/LAW/FIRE FEE DUE $_____

TOTAL TRANSPORTATION FEE DUE $ 26.47

TOTAL FEES DUE $ _____

PERMIT: _____

ADDRESS: _____

CONTRACTOR: _____

(Parks/Fire/Law Effect 11/22/05)
(Transportation Effect 2/19/07)
Revised 10/1/08
Revised 10/1/10

EXHIBIT A: Transportation Impact Fees Schedule

9/30/2010

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

Permit:	Contractor:		Address:		
ITE Code	Use	Unit	Fee per Unit (or) 1,000 sf	Unit(s) (or) 1,000 sf	Extension
210	Single Family	DU	986.23		
220	Apartment	DU	728.84		
230	Residential Condominium / Townhouse	DU	485.07		
240	Mobile Home Park	DU	381.68		
310	Hotel	Rooms	716.09		
320	Motel	Rooms	399.34		
620	Nursing Home	Beds	110.75		
610	Hospital	1,000 sf	1,194.74		
710	Office up to and including 10,000 sf	1,000 sf	1,799.36	.528	950.06
710	Office over 10,000 sf	1,000 sf	1,146.88		
714	Corporate headquarters building	1,000 sf	571.54		
720	Medical Office	1,000 sf	2,813.09		
750	Office Park	1,000 sf	1,637.37		
760	Research Center	1,000 sf	696.46		
770	Business Park	1,000 sf	1,529.90		
911	Bank w/out Drive-through	1,000 sf	2,226.44		
912	Bank w/ Drive-through	1,000 sf	6,475.97		
110	Light Industry	1,000 sf	719.04		
130	Industrial Park	1,000 sf	895.60		
140	Manufacturing	1,000 sf	416.25		
150	Warehouse	1,000 sf	515.18		
151	Mini-Warehouse	1,000 sf	165.97		
812	Building Materials and Lumber Store	1,000 sf	2,256.59		
816	Hardware / Paint Store	1,000 sf	5,881.32		
820	Retail, less than 10,000 sf	1,000 sf	2,424.06		
820	Retail, 10,000 - 99,999 sf	1,000 sf	1,547.16		
820	Retail, 100,000 - 1,000,000 sf	1,000 sf	1,190.93		
820	Retail, Greater than 1,000,000 sf	1,000 sf	1,665.01		
831	Quality Restaurant	1,000 sf	3,901.65		
832	High-Turnover Restaurant	1,000 sf	5,593.89		
834	Fast Food Restaurant	1,000 sf	10,862.84		
	CBD Sandwich Shop	1,000 sf	1,849.48	0.588	976.53
836	Bar / Lounge / Drinking Place	1,000 sf	7,037.99		
837	Quick Lube	Bays	1,793.05		
840	Auto Care / Detailing	1,000 sf	1,500.29		
841	New and Used Car Sales	1,000 sf	2,223.35		
847	Car Wash	1,000 sf	3,503.85		
849	Tire Store / Auto Repair	Bays	1,068.41		
850	Supermarket	1,000 sf	2,352.34		
851	Convenience Store	1,000 sf	7,418.46		
853	Convenience Store w/ Gas Pumps	1,000 sf	6,340.87		
	Convenience Store w/ Gas and Fast Food	1,000 sf	13,849.27		
862	Home Improvement Store	1,000 sf	1,392.62		
881	Pharmacy / Drugstore w / Drive Through	1,000 sf	1,523.93		
890	Furniture Store	1,000 sf	273.15		
	General Recreation	Parking Space	300.23		
411	City Park	Parking Space	922.90		
412	Major Park	Parking Space	202.20		
416	Campground / RV Park	Space	322.64		
420	Marina	Slip	383.93		
	Major Sports Facility	Parking Space	180.40		
444	Movie Theater	Screens	4,559.86		
560	Church	1,000 sf	575.49		
565	Day Care	1,000 sf	2,015.79		
	Airport Hanger	1,000 sf	901.27		
	Veterinary Clinic	1,000 sf	960.69		
			Total Transportation Impact Fee Due:		26.47

Source: City of New Smyrna Beach Transportation Impact Fee Study Final Report, *B and H Consultants, Inc., February 2005*
Effective 2/19/2007

Checklist for Commercial Impact Fee Assistance Program Applications

Selection Consideration (Please check all that apply)

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

Location of Business: 224 Flagler Ave

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

November 11, 2010

To whom it may concern,
I am the legal owner of record of the property at 224 Flagler Ave, New Smyrna Beach. Waffle Planet LLC (a Florida corporation) and Susanne Wittrock have my permission to make property and building changes, and meet Florida code regulations. In addition, Waffle Planet LLC (a Florida corporation) and Susanne Wittrock have my permission to work directly with the Community Redevelopment Agency (CRA) to enhance the economic potential and business attractiveness of my property.

Very truly yours,

Dorothy Kreis

Dorothy Kreis
210 Canova Drive
New Smyrna Beach FL 32169-2669
386 428 2771

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Claudia Soulie

Meeting Date: December 8, 2010

Action Item Title: Commercial Property Improvement Grant (PIG) and Commercial Matching Revitalization Grants (MRG): for 112 Sams Ave or 114 Sams Ave

Agenda Section: Consent__ X____ Public Hearing_____ Special Items_____

Summary Explanation and Background

The applicant, Waffle Planet, LLC, has submitted a proposal to convert the existing building at 224 Flagler Ave into a new flagship restaurant; however, the property owner has indicated to them that she would convey the property to somebody else, if they were able to sign the lease before December 8, 2010. In the eventuality of this occurring, the applicant has submitted applications for two (2) additional properties at 112 or 114 Sams Ave.

1. **112 Sams Ave: Commercial PIG:** replace store front, remove/add signage, awning. Total estimated project cost $30,570, requested CRA grant assistance $10,000.
2. **112 Sams Ave: Commercial MRG**: install special sinks, exhaust hood, security system with intrusion/smoke/fire detection, repairs/upgrades to damaged floors, bathroom, electrical, install heat and A/C. Total estimated cost $45,915, requested CRA grant assistance $10,000.
3. **114 Sams Ave**: **Commercial PIG:** Same scope and cost estimate as 112 Sams Ave.
4. **114 Sams Ave: Commercial MRG**: Same scope and cost estimate as 112 Sams Ave.

Recommended Action/Motion:

These applications have received the necessary points to qualify for consideration and staff recommends approval contingent upon the applicant providing a fully executed lease agreement for one of the properties that are subject of the grant requests.

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

If approved, the funds for one of these applications would come out of the FY 2011 budget from the following account numbers 1) Com. PIG 12051502-583001, which has a balance of $60,000 and 2) Com. MRG 12051502.583004, which has a balance of $90,000.

Exhibits Attached:

1. Packet submitted by the applicant
2. Score sheets

Reviewed By:	Name	Signature
CRA Director	Tony Otte	Tony Otte

Commission Action

CITY OF NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

APPLICATION FORM

COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

NAME: WAFFLE PLANET LLC

PROPERTY ADDRESS: 112 SAMS AVENUE

TELEPHONE: 386 957 1604 (DAY) _____ (EVENING)

TYPE OF IMPROVEMENT PLANNED:

Exterior X Painting X Landscape _____ Electrical X

Signage X Awning X Parking Area _____ Other _____

PROJECT PROPOSAL ON IMPROVEMENTS

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

1. **Summary** of the scope of work to be performed.

2. **Color photographs** clearly showing existing condition of the facade, neighboring buildings, and rear entrances. If applicable, historic photographs and photos of existing parking areas should also be included.

3. **Sketch plans and specifications** detailing the scope of work.

4. **Samples** of all paint colors and awning materials to be used on the building and signage.

ESTIMATED **TOTAL** COST OF PROPOSED IMPROVEMENTS: $ 30,570.00

ESTIMATED AMOUNT OF **GRANT ASSISTANCE REQUESTED:** $ 15,285.00

CRA max $ 10,000

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

1. **To follow the design** recommendations as approved by the Community Redevelopment Agency.

2. **To adhere** to the Application Procedures and Guidelines and the Grant Agreement as specified.

3. **That I shall incur** all initial project costs and receive **reimbursement** only after:

   A. All improvements have been **completed.**

   B. **Final Inspection** of the improvements is approved.

   C. **Proof of Payment** for project costs has been received.

4. Additional improvements or changes not approved will not be funded.

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

Susanne Wittstock

APPLICANT SIGNATURE

November 18, 2010

DATE

Property Improvement Grants
Funding Evaluation

Property Address: 112 Sams Ave

Did Applicant attend pre-application conference: YES X NO _____

Does the proposed project substantially comply with the guidelines: YES X NO _____

Review for Funding (26 Points Possible)
(15 Points Minimum Required)

Circle a Score
for each category

Compliance with Guidelines:

Project substantially meets guidelines
No character defining features are inappropriately altered: ---------- (3) Points

Location:

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

Overall Impact / Improvements:

Condition improves from poor to excellent: ---------- 5 Points
Condition improves from poor to good: ---------- 4 Points
Condition improves from good to excellent: ---------- 3 Points
Condition improves from average to excellent: ---------- (3) Points
Condition improves from average to good: ---------- 2 Points

Quality of Work Proposed:

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

Present Use:

Commercial / Office: ---------- 3 Points
Current Vacant / reuse: ---------- (3) Points
New INFILL construction on Flagler Ave or Canal St: ---------- 4 Points

Bonus Points:

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

Total 19

112 Sams Ave

112 SAMS AVENUE
PROPERTY IMPROVEMENT GRANT

ADDENDUM 1

New flagship restaurant for NSB featuring minimalist interior and unique, storefront doors which eliminate the traditional storefront barrier and maximize connection to the outside. Increase NSB vitality, property visibility and overall attractiveness.

ADDENDUM 2

See attached photo.

ADDENDUM 3

commercial architect: Sidney D. Corhern Architect, Inc AR0011098 ID0004106
commercial contractor: Jon D. Menke/Old Florida Construction CBC1256424
commercial plumber: David Dempsey Plumbing CFC029778
commercial electrician: Terry Harrison/Harrison Electric Service Inc

$800	city permit fees
$1500	sign design, formating and artwork
$3400	store front design and architectual drawings
$1925	1 sign
$245	removal of old signs
$1800	illumination of signage
$2800	awning
$18100	replace store front
$30570	TOTAL

ADDENDUM 4

Pantone 4525 C
Pantone 202 C
Pantone 154 C
Pantone Black C

COMMUNITY REDEVELOPMENT AGENCY

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

CRA COMMERCIAL MATCHING REVITALIZATION GRANT APPLICATION

Applicant Name: WAFFLE PLANET LLC

Mailing Address: PO BOX 2001
NEW SMYRNA BEACH FL 32170-2001

Business Name:

Property Owner: MICHAEL BREWER 386 423 5504

Property Address: 112 SAMS AVENUE

Contact Person: SUSANNE WITTROCK

Applicant Telephone Number: 386 957 1604

E-Mail Address: info@waffle-planet.com

Total Cost of Project (estimate): ~~$52,050.00~~ 45,915 CRA cont. #10,000

Estimated Start Date: DEC 2010 **Estimated Completion Date:** JUNE 2011

Please attach the following:

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

Application <u>will not</u> be reviewed without all supporting data.

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

The project must be completed within one (1) year of grant approval. I agree to maintain the completed project in its approved design for a period of five (5) years from the date of completion. I further understand that a W-9 Form must be provided to the City as part of the grant reimbursement process.

SUSANNE WITTROCK

Print Name

November 18, 2010

Date

Signature of Applicant

112 SAMS AVENUE

ADDENDUM A

Waffle Planet LLC is a concept restaurant offering european-style artisan food, austrian coffee, and exclusive, hand-dipped ice cream. Hours of operation will mirror local area restaurants on Canal Street. Hours of operation are tentitive, adjustable and solely dependent on patron activity.

HOURS:
Sunday-Thursday: 11-3
Friday-Saturday: 11-8

ADDENDUM B

The existing property requires basic services to meet Florida code. Repairs include loose tile flooring and damage to existing internal walls. To meet Florida bulding and health department codes, requirements include bathroom and kitchen repairs and upgrades, upgraded electrical, 3-sink system, handwash sink, mop sink, grease trap, commercial exhaust hood system, Ansul R-102 wet chemical fire suppression system, etc.

ADDENDUM C

commercial architect: Sidney D. Corhern Architect, Inc AR0011098 ID0004106
commercial contractor: Jon D. Menke/Old Florida Construction CBC1256424
commercial plumber: David Dempsey Plumbing CFC029778
commercial electrician: Terry Harrison/Harrison Electric Service Inc

$500	city permit fees
$1135	commercial restaurant design and architectural layout services) ineligible expense
$1600	3-sink system
$1500	handwash station
$500	mop sink
$3350	grease trap
$6675	exhaust hood system with Ansul fire suppression
$490	security system w/intrusion-smoke-fire detection
$2500	repairs to damaged floor, walls and paint
$2400	bathroom repairs and upgrades
$4200	electrical repairs and upgrades
$3200	replace closed metal duct system
$4500	wall & ceiling paint – ineligible expense
$5600	seamless epoxy floor
$8500	install heat/AC
$3800	replace water lines
$1600	tankless hot water
$52050	TOTAL

6135

45,915

16.7'

41.3'

112 sams avenue

© copyright 2010 waffle planet
All rights reserved.

Property Improvement Grants
Funding Evaluation

Property Address: 114 Sams Ave

Did Applicant attend pre-application conference: YES X NO _____

Does the proposed project substantially comply with the guidelines: YES X NO _____

Review for Funding (26 Points Possible)
(15 Points Minimum Required)

Circle a Score
for each category

Compliance with Guidelines:

Project substantially meets guidelines
No character defining features are inappropriately altered: ---------- (3) Points

Location:

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

Overall Impact / Improvements:

Condition improves from poor to excellent: ---------- 5 Points
Condition improves from poor to good: ---------- 4 Points
Condition improves from good to excellent: ---------- (3) Points
Condition improves from average to excellent: ---------- 3 Points
Condition improves from average to good: ---------- 2 Points

Quality of Work Proposed:

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

Present Use:

Commercial / Office: ---------- 3 Points
Current Vacant / reuse: ---------- (3) Points
New INFILL construction on Flagler Ave or Canal St: ---------- 4 Points

Bonus Points:

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

Total 19

CITY OF NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

APPLICATION FORM

COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

NAME: WAFFLE PLANET LLC

PROPERTY ADDRESS: 114 SAMS AVENUE

TELEPHONE: 386 957 1604 (DAY)_____(EVENING)

TYPE OF IMPROVEMENT PLANNED:

Exterior X Painting X Landscape _____ Electrical X

Signage X Awning X Parking Area _____ Other _____

PROJECT PROPOSAL ON IMPROVEMENTS

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

1. **Summary** of the scope of work to be performed.

2. **Color photographs** clearly showing existing condition of the facade, neighboring buildings, and rear entrances. If applicable, historic photographs and photos of existing parking areas should also be included.

3. **Sketch plans and specifications** detailing the scope of work.

4. **Samples** of all paint colors and awning materials to be used on the building and signage.

ESTIMATED **TOTAL** COST OF PROPOSED IMPROVEMENTS: $ 30,570.00

ESTIMATED AMOUNT OF **GRANT ASSISTANCE REQUESTED:** $ 15,285.00

CRA max $10,000

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

1. **To follow the design** recommendations as approved by the Community Redevelopment Agency.

2. **To adhere** to the Application Procedures and Guidelines and the Grant Agreement as specified.

3. **That I shall incur** all initial project costs and receive **reimbursement** only after:

   A. All improvements have been **completed.**

   B. **Final Inspection** of the improvements is approved.

   C. **Proof of Payment** for project costs has been received.

4. Additional improvements or changes not approved will not be funded.

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

Susanne Westbrook

APPLICANT SIGNATURE

November 18, 2010

DATE

114 Sams Ave

114 SAMS AVENUE
PROPERTY IMPROVEMENT GRANT

ADDENDUM 1

New flagship restaurant for NSB featuring minimalist interior and unique, storefront doors which eliminate the traditional storefront barrier and maximize connection to the outside. Increase NSB vitality, property visibility and overall attractiveness.

ADDENDUM 2

See attached photo.

ADDENDUM 3

commercial architect: Sidney D. Corhern Architect, Inc AR0011098 ID0004106
commercial contractor: Jon D. Menke/Old Florida Construction CBC1256424
commercial plumber: David Dempsey Plumbing CFC029778
commercial electrician: Terry Harrison/Harrison Electric Service Inc

$800	city permit fees
$1500	sign design, formating and artwork
$3400	store front design and architectual drawings
$1925	1 sign
$245	removal of old signs
$1800	illumination of signage
$2800	awning
$18100	replace store front
$30570	TOTAL

ADDENDUM 4

Pantone 4525 C
Pantone 202 C
Pantone 154 C
Pantone Black C

COMMUNITY REDEVELOPMENT AGENCY

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

CRA COMMERCIAL MATCHING REVITALIZATION GRANT APPLICATION

Applicant Name: WAFFLE PLANET LLC

Mailing Address: PO BOX 2001
NEW SMYRNA BEACH FL 32170-2001

Business Name:

Property Owner: MICHAEL BREWER 386 423 5504

Property Address: 114 SAMS AVENUE

Contact Person: SUSANNE WITTROCK

Applicant Telephone Number: 386 957 1604

E-Mail Address: info@waffle-planet.com

Total Cost of Project (estimate): $52,050.00 45,915 CRA cont. #10,000

Estimated Start Date: DEC 2010 **Estimated Completion Date:** JUNE 2011

Please attach the following:

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

Application <u>will not</u> be reviewed without all supporting data.

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

The project must be completed within one (1) year of grant approval. I agree to maintain the completed project in its approved design for a period of five (5) years from the date of completion. I further understand that a W-9 Form must be provided to the City as part of the grant reimbursement process.

SUSANNE WITTROCK

Print Name

November 18, 2010

Date

S. Wittrock

Signature of Applicant

114 SAMS AVENUE

ADDENDUM A

Waffle Planet LLC is a concept restaurant offering european-style artisan food, austrian coffee, and exclusive, hand-dipped ice cream. Hours of operation will mirror local area restaurants on Canal Street. Hours of operation are tentitive, adjustable and solely dependent on patron activity.

HOURS:
Sunday-Thursday: 11-3
Friday-Saturday: 11-8

ADDENDUM B

The existing property requires basic services to meet Florida code. Amazingly, the facility has never had hot water installed. Repairs include loose tile flooring and damage to existing internal walls. To meet Florida bulding and health department codes, requirements include bathroom and kitchen repairs and upgrades, upgraded electrical, 3-sink system, handwash sink, mop sink, grease trap, commercial exhaust hood system, Ansul R-102 wet chemical fire suppression system, etc.

ADDENDUM C

commercial architect: Sidney D. Corhern Architect, Inc AR0011098 ID0004106
commercial contractor: Jon D. Menke/Old Florida Construction CBC1256424
commercial plumber: David Dempsey Plumbing CFC029778
commercial electrician: Terry Harrison/Harrison Electric Service Inc

$500	city permit fees
$1135	commercial restaurant design and architectural layout services) ineligible expense
$1600	3-sink system
$1500	handwash station
$500	mop sink
$3350	grease trap
$6675	exhaust hood system with Ansul fire suppression
$490	security system w/intrusion-smoke-fire detection
$2500	repairs to damaged floor, walls and paint
$2400	bathroom repairs and upgrades
$4200	electrical repairs and upgrades
$3200	replace closed metal duct system
$4500	wall & ceiling paint – ineligible expense
$5600	seamless epoxy floor
$8500	install heat/AC
$3800	replace water lines
$1600	tankless hot water
$52050	TOTAL

-6135

$45,915

16.7'

41.3'

114 sams avenue

© copyright 2010 waffle planet
All rights reserved.

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Claudia Soulie

Meeting Date: December 8, 2010

Action Item Title: Commercial Property Improvement Grant: 440 N. Dixie Freeway

Agenda Section: Consent___ X___ Public Hearing_____ Special Items_____

Summary Explanation and Background

The applicant has submitted a proposal to convert a used car lot location to a carry-out food establishment called Midtown Dogs selling hot dogs, hamburgers, fries and ice-cream.

The scope of work entails extensive landscaping on the north, south and west corners of the property, awnings, painting, top coat and striping of the parking lot, bollards, fencing and signage.

The estimated total cost for the project is $40,100 of which $28,600 qualifies as an eligible expense and the amount of CRA grant assistance requested is $10,000.

Note: Please see staff's stipulation in the Recommended Action/Motion below.

Recommended Action/Motion:

This application has received the necessary points to qualify for consideration and staff recommends approval **contingent upon** the applicant providing written consent from the property owner to apply for CRA Grant Assistance as well as a fully executed lease.

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

If approved, the funds for this application would come out of the FY 2011 budget, account number 12051502-583001, which has a balance of $60,000.

Exhibits Attached:

1. Packet submitted by the applicant
2. Score sheets

Reviewed By:	**Name**	**Signature**
CRA Director	Tony Otte	Tony Otte

Commission Action

Property Improvement Grants
Funding Evaluation

Property Address: 440 N. Dixie Freeway

Did Applicant attend pre-application conference: YES X NO _____

Does the proposed project substantially comply with the guidelines: YES X NO _____

Review for Funding (26 Points Possible)
(15 Points Minimum Required)

Circle a Score
for each category

Compliance with Guidelines:

Project substantially meets guidelines
No character defining features are inappropriately altered: ---------- (3) Points

Location:

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

Overall Impact / Improvements:

Condition improves from poor to excellent: ---------- 5 Points
Condition improves from poor to good: ---------- 4 Points
Condition improves from good to excellent: ---------- (3) Points
Condition improves from average to excellent: ---------- 3 Points
Condition improves from average to good: ---------- 2 Points

Quality of Work Proposed:

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

Present Use:

Commercial / Office: ---------- 3 Points
Current Vacant / reuse: ---------- (3) Points
New INFILL construction on Flagler Ave or Canal St: ---------- 4 Points

Bonus Points:

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

Total 15

CITY OF NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

APPLICATION FORM

COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

NAME: Stephen P. Clancy

PROPERTY ADDRESS: 440 North Dixie Freeway

TELEPHONE: 386-566-6188 (DAY) Same (EVENING)

TYPE OF IMPROVEMENT PLANNED:

Exterior ✓ Painting ✓ Landscape ✓ Electrical ✓

Signage ✓ Awning ✓ Parking Area ✓ Other ✓ seating

PROJECT PROPOSAL ON IMPROVEMENTS

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

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

ESTIMATED **TOTAL** COST OF PROPOSED IMPROVEMENTS: $ ~~68,100.00~~ $28,600

ESTIMATED AMOUNT OF **GRANT ASSISTANCE REQUESTED:** $ ~~20,000.00~~ $10,000

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

1. **To follow the design** recommendations as approved by the Community Redevelopment Agency.

2. **To adhere** to the Application Procedures and Guidelines and the Grant Agreement as specified.

3. **That I shall incur** all initial project costs and receive **reimbursement** only after:

   A. All improvements have been **completed.**

   B. **Final Inspection** of the improvements is approved.

   C. **Proof of Payment** for project costs has been received.

4. Additional improvements or changes not approved will not be funded.

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

APPLICANT SIGNATURE

11-22-10

DATE

Clancy Construction LLC
PO Box 2066
NSB, FL 32170
Phone 386-566-6188
Fax 386-402-8411

11/22/10

Proposal submitted to:
Community Redevelopment Agency
New Smyrna Beach, Florida 32168

Project: Midtown Dogs
440 North Dixie Freeway
New Smyrna Beach, Florida

Dear Tony Otte and Claudia Soulie,

In regards to our meetings and emails I am submitting the following details and information for Grant Request's from the CRA.

November 17th I met with Gail Henrikson, Chief Planner with the City of N.S.B.. Discussed were the concept, building location, set-backs, signage, waste removal, parking, seating, awning, grease trap, landscaping and Transportation Impact Fee's.
The current location is a used car lot. With the beautification of Mary Street heading west, Midtown Dogs will be located at the corner entry to the new re-done corridor.
Eliminating the overcrowded car lot I propose to build and maintain a carry-out food establishment selling hot dogs, hamburgers, fries and ice cream: both hand dipped and soft serve.
The building which is free standing will be fashioned after the Classic Hot Dog/ Ice Cream stand with tables and umbrellas along the westerly fence facing North Dixie Freeway. Teamed up with Nathan's Hot Dogs and Edy's Ice Cream Midtown Dogs will be identified and merchandised with those elements in mind. I specifically am using The Edy's brand name and identity. Attached is a Parlor Design Manual of paint colors and design elements.
Attached are the three addendums requested. I look forward to working with you, The Community Redevelopment Agency and being a part of the revitalization of North Dixie Freeway and New Smyrna Beach.

Best regards,
Stephen P. Clancy

Clancy Construction LLC
386-566-6188

Addendum C. Construction estimate as follows:

Exterior: Landscape to be extensive on the north and south corners of the property along with the west side. $5,000.00

Signage to be move to new approved location. $4,800.00
Electrical for signage and exterior lighting and security. $3,000.00
Awnings to wrap two sides of the building. $3,200.00
Parking re-done with striping , bollards, and top coat. $2,800.00
Exterior painting, $4,000.00
Fencing. $3,800.00
Exterior tables. $4,000.00 > ineligible
Umbrellas. $1,500.00
Design fee's. $2,000.00
Contractor's fee's. $6,000.00 - ineligible expense - contractor is doing work himself

Total cost's: ~~$40,100.00~~
28,600

(No Subject)

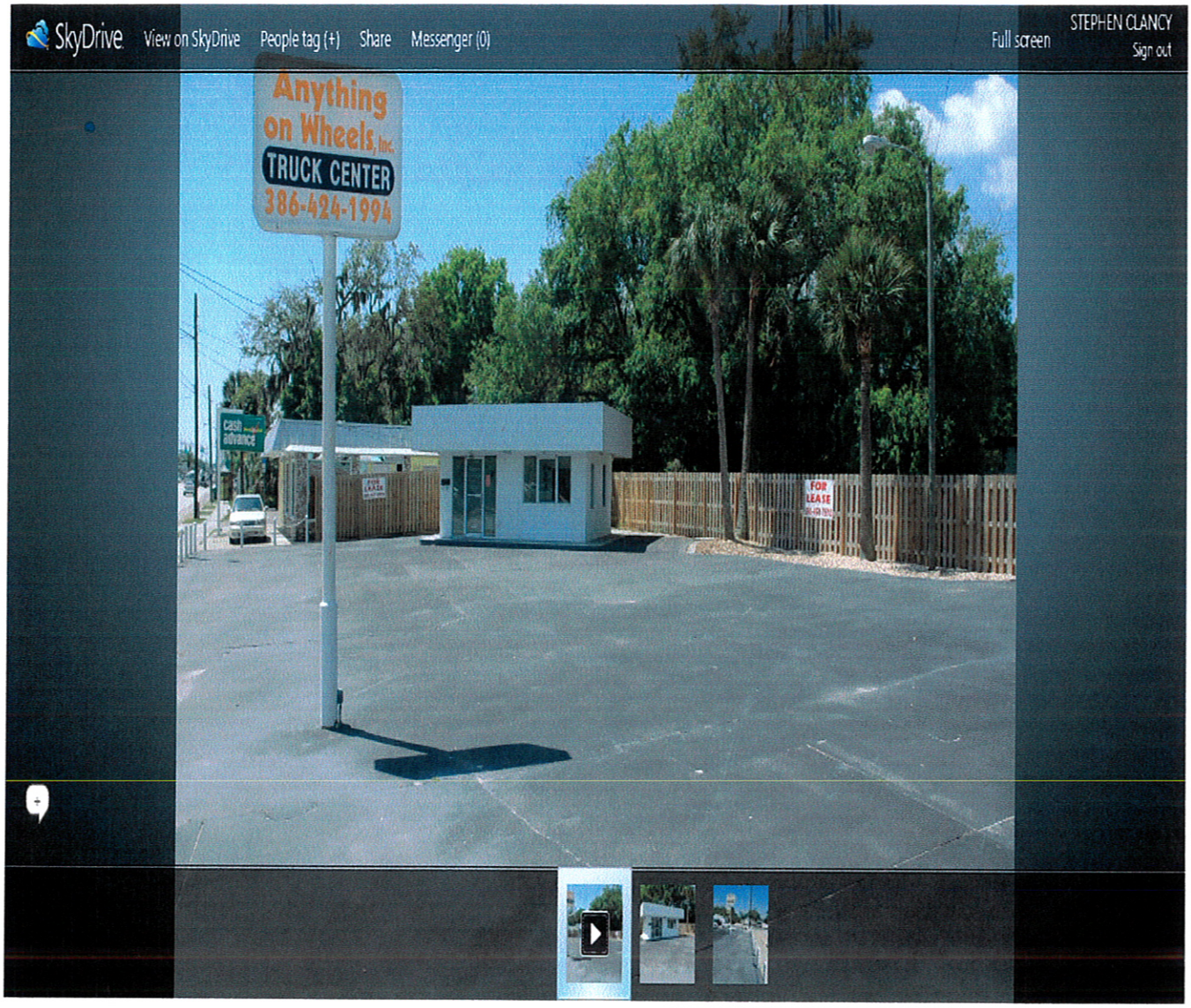
From: **STEPHEN CLANCY** (spclancygc@msn.com)
Sent: Mon 11/22/10 2:28 PM
To: spclancygc@msn.com

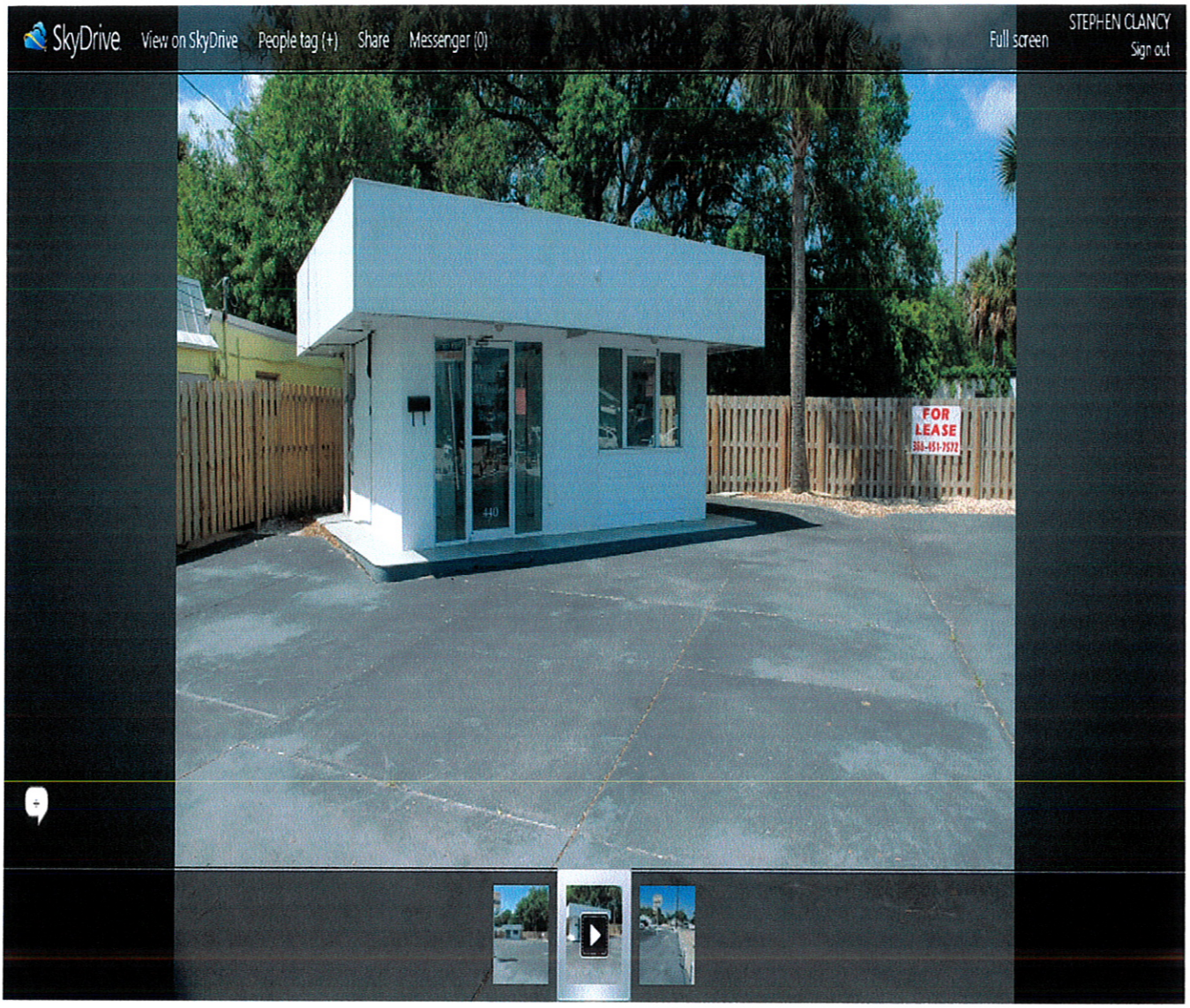
Album

VIEW SLIDE SHOW DOWNLOAD ALL
ADD MORE PHOTOS

This online album has 3 photos and will be available on SkyDrive until 02/20/2011.

Share your own slide shows with Hotmail


SkyDrive
View on SkyDrive
People tag (+)
Share
Messenger (0)
Full screen
STEPHEN CLANCY
Sign out
Anything on Wheels, Inc.
TRUCK CENTER
386-424-1994
Cash advance
FOR LEASE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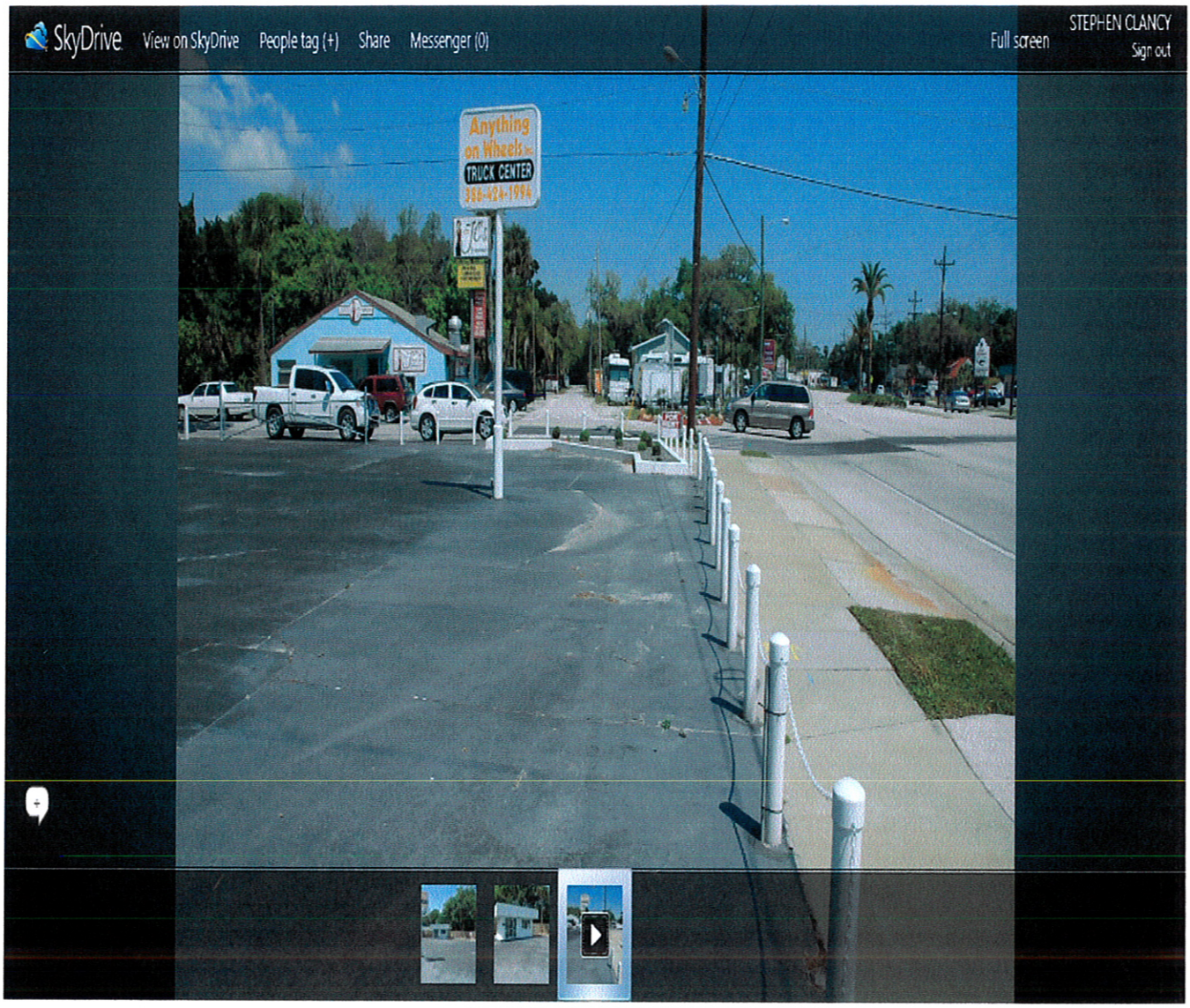
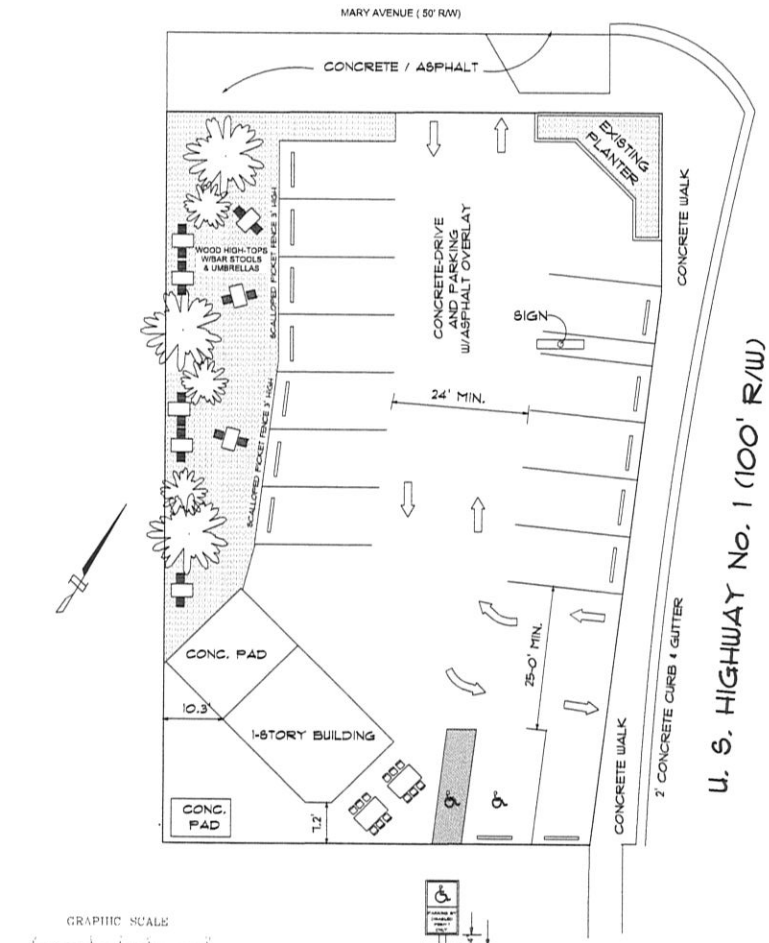
View on SkyDrive
People tag (+)
Share
Messenger (0)
Full screen
STEPHEN CLANCY
Sign out
FOR
LEASE
440

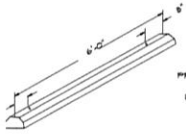

SkyDrive
View on SkyDrive
People tag (+)
Share
Messenger (0)
Full screen
STEPHEN CLANCY
Sign out
Anything on Wheels Inc
TRUCK CENTER
956-424-1994

EXT.
240D
240D-4 M
Ceramic Glaze
240D-5 D
Grounded
240D-6 D
Chivalry Copper
240D-7 D
Chestnut Stallion
S-G-780 D
Spiceberry
S-G-780
270B
EXT.
270B-4 M
Apricot Flower
270B-5 D
Melon
270B-6 D
Autumn Orange



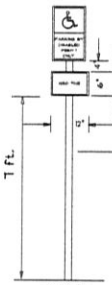
GRAPHIC SCALE

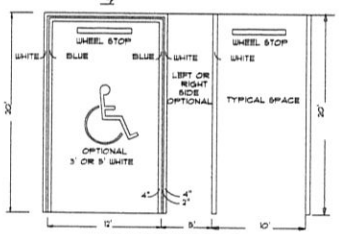
(IN FEET)
1 inch = 10 ft.



2#4 BARS
PRECAST CONCRETE (4000 PSI @ 28 DAYS)
REINFORCE WITH 2#4 BARS (AS SHOWN)
INSTALL USING 3/8 ANCHOR PINS 16" LONG

WHEEL STOP DETAIL
N.T.S.





HANDICAP PARKING SPACE
N.T.S.

William Shaw
Professional Draftsman
SOFTPLAN
REGISTERED USER OF SOFTPLAN ARCHITECTURAL DESIGN SOFTWARE
Edgewater, Fl 32141
386-423-1018
http://shawdesigns.net
Email: wshaw2@bfn.rr.com

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Revision	Date

CLANCY CONSTRUCTION, LLC
PROJECT FOR:
MIDTOWN DOGS
440 N. DIXIE FREEWAY
NEW SMYRNA BEACH, FL 32168

Design Statement
This structure has been designed in accordance with the 2007 Florida Building Code W/2009 Supplements and 2007 Florida Fire Prevention Code and standard referenced herein, including the 2009 National Electric code, and in accordance with (ASCE 7-02), for an enclosed building.
Wind Pressure on Wall Openings
Wind Direction Perpendicular to Walls
Basic Wind Speed 120 m.p.h.
Wind Importance Factor = 1
Exposure Category = B
Internal Pressure Coefficient = 0.18, -0.18

ENGINEER OF RECORD:
Robert A. Moorhouse
P.O. Box 2703
New Smyrna Beach, FL 32170
P.E. # 23286

sheet title
SITE LAYOUT & DETAILS

May 15, 2010

Sheet Number
A-1
project no.
2764

Soulie, Claudia

From: Henrikson, Gail
Sent: Thursday, December 02, 2010 10:55 AM
To: Soulie, Claudia
Subject: RE: verification

Claudia:

This is to confirm that I did meet with the applicant looking to open Waffle Planet. They have looked at two locations – one on Flagler Avenue and one on Sams Avenue. Both locations would permit a restaurant. Depending upon the site chosen, staff will need to verify parking and signage requirements. Additionally, depending upon the site chosen, staff will also need to verify whether any transportation impact fees will be required.

With regard to the property at 440 North Dixie Freeway, I did also meet with Steve Clancy regarding his project. The property Is zoned B-3, which would allow a hot dog business. Depending upon the number of seats proposed, there should be adequate parking. However, this will need to be verified by staff. With regard to transportation impact fees, the site was previously used for automobile sales. The new proposed use would be considered as a central business district sandwich shop. Therefore, no transportation impact fees would be required. I also spoke to Mr. Clancy about various landscaping and setback issues. I am not sure if you need additional information from me about this or not. If you do, please let me know.

Gail

From: Soulie, Claudia
Sent: Tuesday, November 23, 2010 12:12 PM
To: Henrikson, Gail
Subject: verification

Hi Gail:

Would you mind sending me verification that Waffle Planet presented you with their proposed project for 224 Flagler, 112 and 114 Sams Ave. and that you don't foresee any major issues.

As well as Stephen Clancy for his Hot dog business at 440 N. Dixie Freeway.

Thank you so much for all you do.

Claudia

Re: CRA - 440 N Dixie Freeway NSB

From: **JohnDaRe001@aol.com**
Sent: Mon 9/27/10 9:59 AM
To: spclancygc@msn.com

Hi Steve,

RE: Long Term Lease on Property 440 N Dixie Freeway NSB

Stephen,
This is the confirmation of a future lease on the above property for your business venture, the current tenant has been put on a month by month basis on the property. Keep me posted on the progress an your timing for taking over the property.

If any questions or need further information, please feel free to email or call.

Best regards,

John DaRe
Property Owner.

John DaRe
P O Box 291189
Port Orange, FL 32129

JohnDaRe001@aol.com
Cell: 386-451-7572
Fax: 386-492-7920

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Claudia Soulie

Meeting Date: December 8, 2010

Action Item Title: Commercial Matching Revitalization Grant: 440 N. Dixie Freeway

Agenda Section: Consent___ X___ Public Hearing_____ Special Items_____

Summary Explanation and Background

The applicant has submitted a proposal to convert a used car lot location to a carry-out food establishment called Midtown Dogs selling hot dogs, hamburgers, fries and ice-cream.

The scope of work entails electrical service, hood system, grease trap, handicap bathroom, special sinks and interior gas lines.

The estimated total cost for the project is $28,000 of which $19,000 qualifies as an eligible expense and the amount of CRA grant assistance requested is $9,500.

Note: Please see staff's stipulation in the Recommended Action/Motion below.

Recommended Action/Motion:

This application has received the necessary points to qualify for consideration and staff recommends approval **contingent upon** the applicant providing written consent from the property owner to apply for CRA Grant Assistance as well as a fully executed lease.

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

If approved, the funds for this application would come out of the FY 2011 budget, account number 12051502-583004, which has a balance of $90,000.

Exhibits Attached:

1. Packet submitted by the applicant
2. Score sheets

Reviewed By:	**Name**	**Signature**
CRA Director	Tony Otte	Tony Otte

Commission Action

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

CRA COMMERCIAL MATCHING REVITALIZATION GRANT APPLICATION

Applicant Name: Stephen P. Clancy

Mailing Address: P.O. Box 2066 New Smyrna Bch. FL. 32170

Business Name: Mid Town Dogs

Property Owner: John Da Re

Property Address: 440 N. Dixie Freeway New Smyrna Bch. FL.

Contact Person: Stephen Clancy

Applicant Telephone Number: 386-566-6188

E-Mail Address: sptancygc@msn.com

Total Cost of Project (estimate): ~~$68,100.00~~ 19,000 CRA cont. ~~$~~ 9,500

Estimated Start Date: Dec 2010 **Estimated Completion Date:** March 2011

Please attach the following:

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

Application <u>will not</u> be reviewed without all supporting data.

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

The project must be completed within one (1) year of grant approval. I agree to maintain the completed project in its approved design for a period of five (5) years from the date of completion. I further understand that a W-9 Form must be provided to the City as part of the grant reimbursement process.

Stephen P. Clancy

Print Name

11-22-10

Date

Signature of Applicant

Clancy Construction LLC
PO Box 2066
NSB, FL 32170
Phone 386-566-6188

11/22/10

Proposal submitted to:
Community Redevelopment Agency
New Smyrna Beach, Florida 32168

Project: Midtown Dogs
440 North Dixie Freeway
New Smyrna Beach, Florida

Dear Tony Otte and Claudia Soulie,

In regards to our meetings and emails I am submitting the following details and information for Grant Request's from the CRA.

November 17th I met with Gail Henrikson, Chief Planner with the City of N.S.B.. Discussed were the concept, building location, set-backs, signage, waste removal, parking, seating, awning, grease trap, landscaping and Transportation Impact Fee's.
The current location is a used car lot. With the beautification of Mary Street heading west, Midtown Dogs will be located at the corner entry to the new re-done corridor.
Eliminating the overcrowded car lot I propose to build and maintain a carry-out food establishment selling hot dogs, hamburgers, fries and ice cream: both hand dipped and soft serve.
The building which is free standing will be fashioned after the Classic Hot Dog/ Ice Cream stand with tables and umbrellas along the westerly fence facing North Dixie Freeway. Teamed up with Nathan's Hot Dogs and Edy's Ice Cream Midtown Dogs will be identified and merchandised with those elements in mind. I specifically am using The Edy's brand name and identity. Attached is a Parlor Design Manual of paint colors and design elements.
Attached are the three addendums requested. I look forward to working with you, The Community Redevelopment Agency and being a part of the revitalization of North Dixie Freeway and New Smyrna Beach.

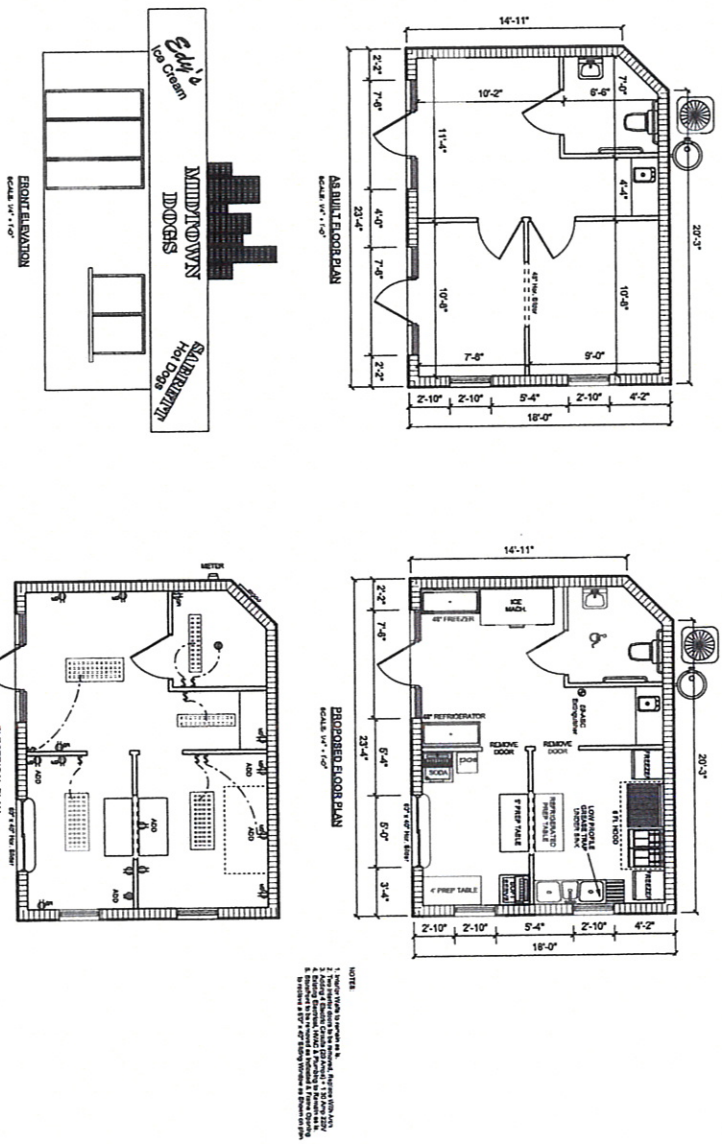
Best regards,
Stephen P. Clancy

Clancy Construction LLC
386-566-6188

Addendum A: Proposed business will be a hot dog/ ice cream stand operating year round with hours from 11:00 a.m. to 9:00 p.m. or as dictates.

Addendum B. Design plans of proposed improvements.

Interior



Addendum C. Part 2 Interior Renovations.

Electrical service , $3,000.00
Plumbing to include grease trap, handicap bathroom, sinks, supply and waste lines. $3.500.00
Fixed hood system with make- up air, exhaust, fire suppression, $10,000.00
- Framing and drywall. $2,500.00 - ineligible expense
- Painting. $1,500.00 - ineligible expense
Flooring.$1,500.00
- Take-out window. $1,000.00 ineligible expense
Interior gas lines. $1,000.00
- Contractor fee's. $4,000.00 ineligible expense

Total cost's: $28,000.00
9,000
-19,000

Cost's for interior and exterior :$68,100.00

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Claudia Soulie

Meeting Date: December 8, 2010

Action Item Title: Commercial Impact Fee Assistance Grant: 440 N. Dixie Freeway

Agenda Section: Consent___ X___ Public Hearing_____ Special Items_____

Summary Explanation and Background

The applicant has submitted a proposal to convert a used car lot location to a carry-out food establishment called Midtown Dogs selling hot dogs, hamburgers, fries and ice-cream.

This change in use will trigger City impact fees in the estimated amount of $3,628.58 which would be reimbursed 100% by the CRA.

Note: Please see staff's stipulation in the Recommended Action/Motion below.

Recommended Action/Motion:

This application has received the necessary points to qualify for consideration and staff recommends approval **contingent upon** the applicant providing written consent from the property owner to apply for CRA Grant Assistance as well as a fully executed lease.

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

If approved, the funds for this application would come out of the FY 2011 budget, account number 12051502-583002, which has a balance of $76,000.

Exhibits Attached:

1. Packet submitted by the applicant
2. Score sheets

Reviewed By:	**Name**	**Signature**
CRA Director	Tony Otte	Tony Otte

Commission Action

COMMUNITY REDEVELOPMENT AGENCY

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

CRA COMMERCIAL IMPACT FEE ASSISTANCE PROGRAM

(City of New Smyrna Beach Building Department or Transportation Impact Fees ONLY)

Applicant Name: Stephen P. Clancy

Mailing Address: P.O. Box 2066 New Smyrna Beach, FL. 32170

Business Name: Mid Town Dogs

Property Owner: John DaRe

Property Address: 440 North Dixie Freeway New Smyrna Bch. FL.

Contact Person: Stephen Clancy

Applicant Telephone Number: 386-566-6188

E-Mail Address: spclancygc@msn.com

Total Amount of Impact Fees: 3,628.58

- **Written Estimate of Impact Fee Received**
- **Supporting Data Checklist must be included with application.**
- **Application must be submitted within 30 days of permit application or business tax receipt application.**
- **Application <u>will not</u> be reviewed without all supporting data.**

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

Stephen P. Clancy
Print Name

11-22-10
Date

Signature of Applicant

DRAFT

EXHIBIT A: Transportation Impact Fees Schedule

9/30/2010

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

Permit:	Contractor:		Address:		
ITE Code	Use	Unit	Fee per Unit (or) 1,000 sf	Unit(s) (or) 1,000 sf	Extension
210	Single Family	DU	986.23		
220	Apartment	DU	728.84		
230	Residential Condominium / Townhouse	DU	485.07		
240	Mobile Home Park	DU	381.68		
310	Hotel	Rooms	716.09		
320	Motel	Rooms	399.34		
620	Nursing Home	Beds	110.75		
610	Hospital	1,000 sf	1,194.74		
710	Office up to and including 10,000 sf	1,000 sf	1,799.36		
710	Office over 10,000 sf	1,000 sf	1,146.88		
714	Corporate headquarters building	1,000 sf	571.54		
720	Medical Office	1,000 sf	2,813.09		
750	Office Park	1,000 sf	1,637.37		
760	Research Center	1,000 sf	696.46		
770	Business Park	1,000 sf	1,529.90		
911	Bank w/out Drive-through	1,000 sf	2,226.44		
912	Bank w/ Drive-through	1,000 sf	6,475.97		
110	Light Industry	1,000 sf	719.04		
130	Industrial Park	1,000 sf	895.60		
140	Manufacturing	1,000 sf	416.25		
150	Warehouse	1,000 sf	515.18		
151	Mini-Warehouse	1,000 sf	165.97		
812	Building Materials and Lumber Store	1,000 sf	2,256.59		
816	Hardware / Paint Store	1,000 sf	5,881.32		
820	Retail, less than 10,000 sf	1,000 sf	2,424.06		
820	Retail, 10,000 - 99,999 sf	1,000 sf	1,547.16		
820	Retail, 100,000 - 1,000,000 sf	1,000 sf	1,190.93		
820	Retail, Greater than 1,000,000 sf	1,000 sf	1,665.01		
831	Quality Restaurant	1,000 sf	3,901.65		
832	High-Turnover Restaurant	1,000 sf	5,593.89		4562.39
834	Fast Food Restaurant	1,000 sf	10,862.84	0.420	~~5,[illegible]~~ DEBIT
	CBD Sandwich Shop	1,000 sf	1,849.48		
836	Bar / Lounge / Drinking Place	1,000 sf	7,037.99		
837	Quick Lube	Bays	1,793.05		
840	Auto Care / Detailing	1,000 sf	1,500.29		
841	New and Used Car Sales	1,000 sf	2,223.35	0.420	933.81 CREDIT
847	Car Wash	1,000 sf	3,503.85		
849	Tire Store / Auto Repair	Bays	1,068.41		
850	Supermarket	1,000 sf	2,352.34		
851	Convenience Store	1,000 sf	7,418.46		
853	Convenience Store w/ Gas Pumps	1,000 sf	6,340.87		
	Convenience Store w/ Gas and Fast Food	1,000 sf	13,849.27		
862	Home Improvement Store	1,000 sf	1,392.62		
881	Pharmacy / Drugstore w / Drive Through	1,000 sf	1,523.93		
890	Furniture Store	1,000 sf	273.15		
	General Recreation	Parking Space	300.23		
411	City Park	Parking Space	922.90		
412	Major Park	Parking Space	202.20		
416	Campground / RV Park	Space	322.64		
420	Marina	Slip	383.93		
	Major Sports Facility	Parking Space	180.40		
444	Movie Theater	Screens	4,559.86		
560	Church	1,000 sf	575.49		
565	Day Care	1,000 sf	2,015.79		
	Airport Hanger	1,000 sf	901.27		
	Veterinary Clinic	1,000 sf	960.69		
			Total Transportation Impact Fee Due:		3628.58

CAH 11-17-10

Source: City of New Smyrna Beach Transportation Impact Fee Study Final Report, *B and H Consultants, Inc., February 2005*
Effective 2/19/2007

CITY OF NEW SMYRNA BEACH

IMPACT FEE CALCULATION FORM

RESIDENTIAL PROPERTY

(PIF) LAW ENFORCEMENT = $ 277.54 X # UNITS = $ _____

(FIF) FIRE/RESCUE = $ 299.61 X # UNITS = $ _____

(PRIF) PARKS/RECREATION = $ 131.28 X # UNITS = $ _____

TOTAL FEE DUE $_____

COMMERCIAL PROPERTY

(PIFC) LAW ENFORCEMENT = $2.23 X 420 S.F. = $ 0

(FIFC) FIRE/RESCUE = $ .45 X 420 S.F. = $ 0

TOTAL FEE DUE $_____

RESIDENTIAL TO COMMERCIAL

(PIFC) LAW ENFORCEMENT = $ 2.23 X _____ S.F. = $ _____

LESS CREDIT FOR RESIDENTIAL - $ _____

TOTAL LAW ENFORCEMENT = $ _____

(FIFC) FIRE/RESCUE = $ .45 X _____ S.F. = $ _____

LESS CREDIT FOR RESIDENTIAL - $ _____

TOTAL FIRE/RESCUE = $ _____

TOTAL PARKS/LAW/FIRE FEE DUE $_____

TOTAL TRANSPORTATION FEE DUE $_____

PERMIT: _____ **TOTAL FEES DUE** $ _____

ADDRESS: _____

CONTRACTOR: _____

(Parks/Fire/Law Effect 11/22/05)
(Transportation Effect 2/19/07)
Revised 10/1/08
Revised 10/1/10

7. Applicant is responsible for obtaining any permits required to construct the project.
8. Upon CRA approval, CRA staff will provide the funding upon submittal of proof of payment of City Impact Fees by the business owner/applicant; or will allow payment directly to the City Building Department upon proof of payment of non-impact fees.

Supporting Data Checklist for Program Applications

Selection Consideration (Please check all that apply)

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

Location of Business: 440 North Dixie Freeway

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

Clancy Construction LLC
PO Box 2066
NSB, FL 32170
Phone 386-566-6188
Fax 386-402-8444

11/22/10

Proposal submitted to:
Community Redevelopment Agency
New Smyrna Beach, Florida 32168

Project: Midtown Dogs
440 North Dixie Freeway
New Smyrna Beach, Florida

Dear Tony Otte and Claudia Soulie,

In regards to our meetings and emails I am submitting the following details and information for Grant Request's from the CRA.

November 17th I met with Gail Henrikson, Chief Planner with the City of N.S.B.. Discussed were the concept, building location, set-backs, signage, waste removal, parking, seating, awning, grease trap, landscaping and Transportation Impact Fee's.
The current location is a used car lot. With the beautification of Mary Street heading west, Midtown Dogs will be located at the corner entry to the new re-done corridor.
Eliminating the overcrowded car lot I propose to build and maintain a carry-out food establishment selling hot dogs, hamburgers, fries and ice cream: both hand dipped and soft serve.
The building which is free standing will be fashioned after the Classic Hot Dog/ Ice Cream stand with tables and umbrellas along the westerly fence facing North Dixie Freeway. Teamed up with Nathan's Hot Dogs and Edy's Ice Cream Midtown Dogs will be identified and merchandised with those elements in mind. I specifically am using The Edy's brand name and identity. Attached is a Parlor Design Manual of paint colors and design elements.
Attached are the three addendums requested. I look forward to working with you, The Community Redevelopment Agency and being a part of the revitalization of North Dixie Freeway and New Smyrna Beach.

Best regards,
Stephen P. Clancy

Clancy Construction LLC
386-566-6188

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Claudia Soulie

Meeting Date: December 8, 2010

Action Item Title: Commercial Property Improvement Grant: Canal and Faulkner Street Parking Lot

Agenda Section: Consent___ X____ Public Hearing_____ Special Items_____

Summary Explanation and Background

The applicant has submitted a proposal to seal and restripe his portion of the parking lot located at the corner of Canal and Faulkner Streets (the other part belongs to the City). The applicant was awarded a Commercial Property Improvement grant on August 4th, 2010 and as part of this scope of work, a portion of the concrete walkway and asphalt parking lot were removed to install brick pavers and palm trees for the purpose of creating a shaded outdoor seating area complimenting any street functions and events.

In order to keep a uniform appearance the applicant asked if the City's part of the parking lot could be sealed and restriped at the same time. The cost for the applicant's portion is $920 of which he is requesting CRA grant assistance in the amount of $420. The City's portion would cost $1,353.40.

Staff is recommending the parking lot be sealed and restriped, especially since E. Canal Street is currently being restriped. Three striping companies were contacted and two quotes were received, of which Better Barricades is the lowest responsive quote.

Recommended Action/Motion:

Staff Recommends approval of the grant request and to seal and restripe the City's portion of the parking lot as well.

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

If approved, the funds for this application would come out of the FY 2011 budget, account number 12051502-583001, which has a balance of $60,000. The $1,353.40 would come out of the Repair and Maintenance (R&M) account ending in 546430, which currently shows a negative balance of $-3,788. However, a budget transfer request has been made, which would bring the balance to $27,000 after all other encumbrances have cleared.

Exhibits Attached:

1. Packet submitted by the applicant

Reviewed By:	Name	Signature
CRA Director	Tony Otte	Tony Otte

Commission Action

Property Improvement Grants
Funding Evaluation

Property Address: Faulkner St parking lot Faulkner/Canal

Did Applicant attend pre-application conference: YES X NO _____

Does the proposed project substantially comply with the guidelines: YES X NO _____

Review for Funding (26 Points Possible)
(15 Points Minimum Required)

Circle a Score
for each category

Compliance with Guidelines:

Project substantially meets guidelines
No character defining features are inappropriately altered: ---------- (3) Points

Location:

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

Overall Impact / Improvements:

Condition improves from poor to excellent: ---------- 5 Points
Condition improves from poor to good: ---------- 4 Points
Condition improves from good to excellent: ---------- (3) Points
Condition improves from average to excellent: ---------- 3 Points
Condition improves from average to good: ---------- 2 Points

Quality of Work Proposed:

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

Present Use:

Commercial / Office: ---------- (3) Points
Current Vacant / reuse: ---------- 3 Points
New INFILL construction on Flagler Ave or Canal St: ---------- 4 Points

Bonus Points:

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

Total 16

CITY OF NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

APPLICATION FORM

COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

NAME: ROBERT WILEY

PROPERTY ADDRESS: FAULKNER ST. PARKING LOT

TELEPHONE: 386-690-4200 (DAY)_____(EVENING)

TYPE OF IMPROVEMENT PLANNED:

Exterior _____ Painting _____ Landscape _____ Electrical_____

Signage _____ Awning _____ Parking Area ✓ Other _____

PROJECT PROPOSAL ON IMPROVEMENTS

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

1. **Summary** of the scope of work to be performed.

2. **Color photographs** clearly showing existing condition of the facade, neighboring buildings, and rear entrances. If applicable, historic photographs and photos of existing parking areas should also be included.

3. **Sketch plans and specifications** detailing the scope of work.

4. **Samples** of all paint colors and awning materials to be used on the building and signage.

ESTIMATED **TOTAL** COST OF PROPOSED IMPROVEMENTS: $ SEE ATTACHED LETTER $920.00

ESTIMATED AMOUNT OF **GRANT ASSISTANCE REQUESTED:** $ $460.00

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

1. **To follow the design** recommendations as approved by the Community Redevelopment Agency.

2. **To adhere** to the Application Procedures and Guidelines and the Grant Agreement as specified.

3. **That I shall incur** all initial project costs and receive **reimbursement** only after:

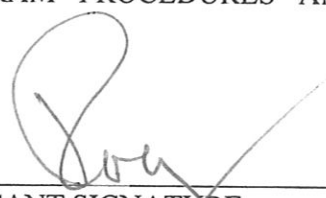
   A. All improvements have been **completed.**

   B. **Final Inspection** of the improvements is approved.

   C. **Proof of Payment** for project costs has been received.

4. Additional improvements or changes not approved will not be funded.

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



APPLICANT SIGNATURE

11/17/10

DATE

CITY OF NEW SMYRNA BEACH

COMMUNITY REDEVELOPEMENT AGENCY

The attached grant application is a request for funds to be used for parking lot improvement. In April of 2007 the CRA and I jointly improved the Faulkner St. parking lot. At that time I paid the CRA $49,102.49 for my share of the parking lot improvement. The city owns the rear portion of the lot and I own the adjacent westerly portion. The parking lot is due to be re-sealed and re-striped not only for appearance but also to protect and preserve the lot for longevity purposes.

The request is two part:

I am requesting 50% of the resealing costs for my portion of the lot (see estimate labeled as Job #1 Wiley property Canal St to the North). Total bid is $920.00 thereby requesting $460.00.

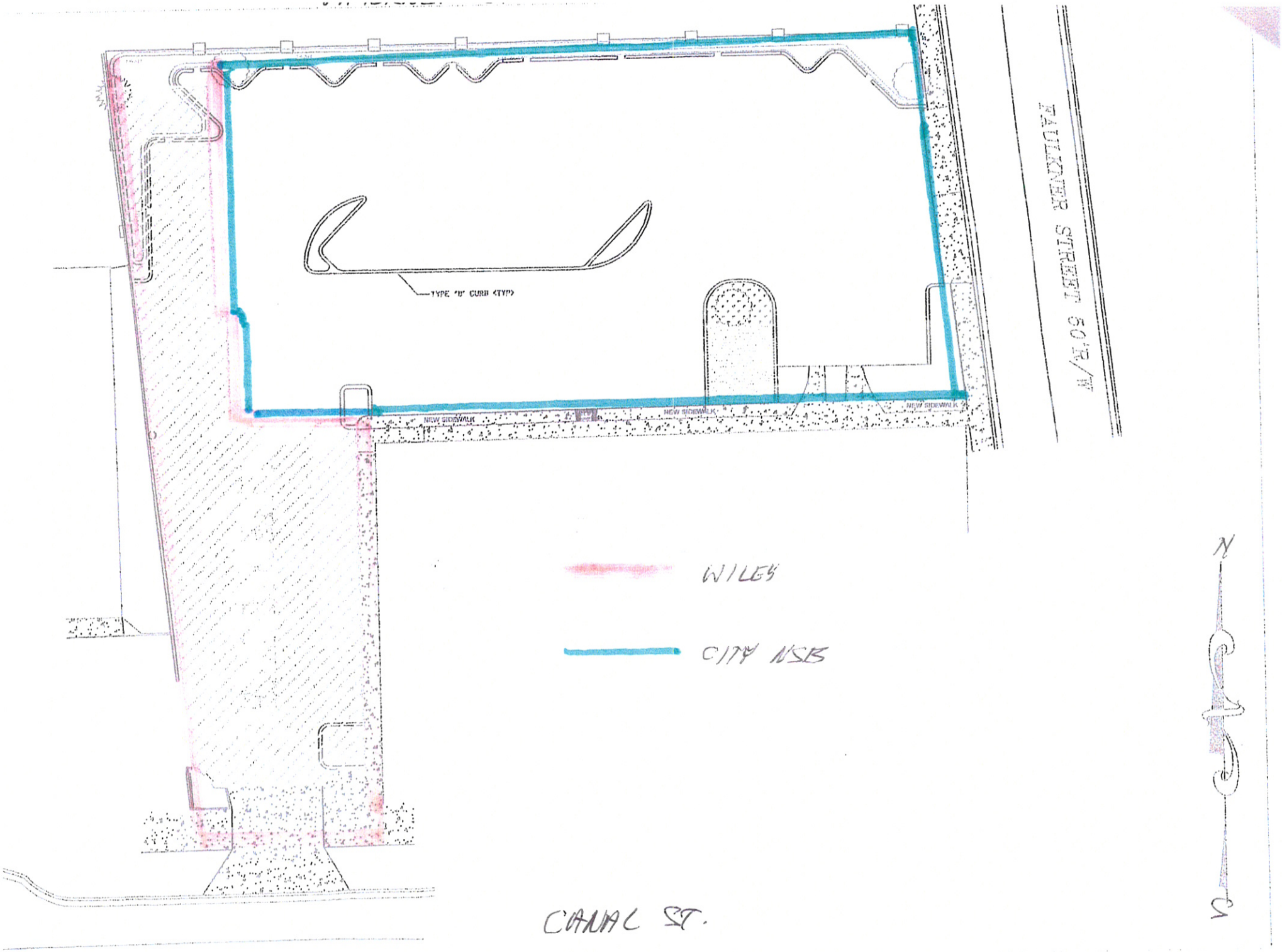
At the same time it is cost effective to also do the city portion of the lot (see Job #2 job estimate NSB/CRA property Faulkner St. West to adjoining Wiley property). Total bid and requested amount is $1353.40.

Total amount of entire lot is $2273.40

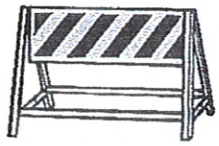
Total amount of requested funds is $1813.40

Note: My currant remodel project on my Canal St. building is projected to be complete on or around Dec 10th. Upon your approval of this grant request I will order this work to be done promptly at that time.

Sincerely, Robert Wiley


TYPE "B" CURB (TYP)
NEW SIDEWALK
NEW SIDEWALK
NEW SIDEWALK
FAULKNER STREET 80' R/W
WILES
CITY NSB
N
CANAL ST.

Better Barricades, Inc.
1725 Tionia Rd., New Smyrna Beach, FL 32168-9290
(386) 427-4971 Fax (386) 427-8285



PROPOSAL/CONTRACT AGREEMENT

TO:	Bob Wiley Canal St parking lot New Smyrna Beach, Florida	Date:	11/9/2010
		Job Name:	Canal St parking lot seal and stripe
		Location:	New Smyrna Beach, Fl
Attn:	Bob Wiley	Phone:	386-690-4200
		Fax:	

We hereby submit specifications and estimates for: **Seal Coat & Striping**

Job # 1 Wiley Property Canal St to the North

	Description	Quantity	Unit	Unit Price	Extension
1	**Seal Coat Gem Seal** *2 applications*	**1000**	**SY**	**$0.63**	**$630.00**
2	**Misc.Paint Striping** 10 stalls, 2 H/C stalls, I Gore 1 Stop Bar, 3 Arrows	**1**	**LS**	**$290.00**	**$290.00**
		Job # 1: Total Bid Canal St to the North			**$920.00**

Notes:
Quantities are approximate, any overrun will be disclosed prior to completion. Owner has right to measure with contractor.
Sealcoating & Striping in 1 phases/mobilizations. Each additional move in for Paint is $250 and $ 450.00 for Thermoplastic.
P-Lot prep includes "blower" method. Removal by "hand' of heavy accumulations of debris, sand, soil & grass not included.
Sprinklers must be off 24 hours in advance of performance of work.
Lot Traffic must be coordinated and notifications made by Owner/Manager. Area of "work" must be closed by 7:00 AM, day of performance.
Cracks are from sub surface condition and will continue to advance over time. No Crack fill included in Bid.
No painting of bumpers included in bid.
All Traffic Markings are Painted. No FDOT Thermoplastic included in bid.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This Proposal is contingent upon acceptable and verifiable project financing.
Due to recent industry fluctuation in raw material costs, prices as quoted are valid for 30 days from bid date as shown above.

NOTE: This Proposal may be withdrawn by us if not accepted within Thirty (30) days.

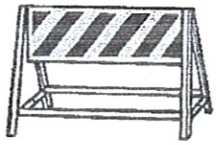
Submitted by: *David B. Daigle*
David B. Daigle, Estimator

PLEASE SIGN AND RETURN ORIGINAL UPON ACCEPTANCE.

UPON EXECUTION OF THIS PROPOSAL THIS DOCUMENT BECOMES A CONTRACT.
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.
Subcontractor Payments will be made within 10 days of payment from the Owner/Prime or within 30 days of invoicing, whichever is soonest.
BBI, Inc.payment is not subject to a "condition precedent" of payment(s) from, to or by Owner, Prime Contractor or Financial Institution.
In Privity Contracts, Payment in full will be made upon completion. In the event that amount herein shown is not paid when due, interest at the highest legal rate per annum shall accumulate on total due. All costs of collection shall be paid by the customer including reasonable attorney fees. Florida Statutes 218 & 713 will be followed and applied. Notice To Owner Notice of Commencement information due with executed Proposal or prior to BBI mobilization to the project.

Accepted by Client.

Better Barricades, Inc.
1725 Tionia Rd., New Smyrna Beach, FL 32168-9290
(386) 427-4971 Fax (386) 427-8285



PROPOSAL/CONTRACT AGREEMENT

TO:	Bob Wiley Canal St parking lot New Smyrna Beach, Florida	Date:	11/9/2010
		Job Name:	Canal St parking lot seal and stripe
		Location:	New Smyrna Beach, Fl
Attn:	Bob Wiley	Phone:	386-690-4200
		Fax:	

We hereby submit specifications and estimates for: **Seal Coat & Striping**

Job # 2 NSB/CRA property Faulkner St to the West adjoining Wiley property.

	Description	Quantity	Unit	Unit Price	Extension
1	**Seal Coat Gem Seal** *2 applications*	**1680**	**SY**	**$0.63**	**$1,058.40**
2	**Misc. Striping** 33 stalls, Loading Zone, I Gore 1 Stop Bar, 2 Arrows	**1**	**LS**	**$295.00**	**$295.00**
			Job #2: Total Bid NSB/CRA Property		**$1,353.40**

Notes:
Quantities are approximate, any overrun will be disclosed prior to completion. Owner has right to measure with contractor.
Sealcoating & Striping in 1 phases/mobilizations. Each additional move in for Paint is $250 and $ 450.00 for Thermoplastic.
P-Lot prep includes "blower" method. Removal by "hand' of heavy accumulations of debris, sand, soil & grass not included.
Sprinklers must be off 24 hours in advance of performance of work.
Lot Traffic must be coordinated and notifications made by Owner/Manager. Area of "work" must be closed by 7:00 AM, day of performance.
Cracks are from sub surface condition and will continue to advance over time. No Crack fill included in Bid.
No painting of bumpers included in bid.
All Traffic Markings are Painted. No FDOT Thermoplastic included in bid.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This Proposal is contingent upon acceptable and verifiable project financing. Due to recent industry fluctuation in raw material costs, prices as quoted are valid for 30 days from bid date as shown above.

NOTE: This Proposal may be withdrawn by us if not accepted within Thirty (30) days.

Submitted by: David B. Daigle
David B. Daigle, Estimator

PLEASE SIGN AND RETURN ORIGINAL UPON ACCEPTANCE.

UPON EXECUTION OF THIS PROPOSAL THIS DOCUMENT BECOMES A CONTRACT.
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.
Subcontractor Payments will be made within 10 days of payment from the Owner/Prime or within 30 days of invoicing, whichever is soonest.
BBI, Inc.payment is not subject to a "condition precedent" of payment(s) from, to or by Owner, Prime Contractor or Financial Institution.
In Privity Contracts, Payment in full will be made upon completion. In the event that amount herein shown is not paid when due, interest at the highest legal rate per annum shall accumulate on total due. All costs of collection shall be paid by the customer including reasonable attorney fees. **Florida Statutes 218 & 713 will be followed and applied in strict accordance, in their entirety.**
Notice To Owner/ Notice of Commencement information due with executed Proposal or prior to BBI mobilization to the project.

Accepted by Client:
Authorized Signature:_____ DATE: _____

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Tony Otte

Meeting Date: **December 8, 2010**

Action Item Title: Contract Position – Senior Inspector

Agenda Section: Consent _____ Public Hearing _____ Special Items __X__

Summary Explanation and Background:
The CRA is in need of a contract position for a senior inspector. In the past the CRA hired a project inspector for the W. Canal Streetscape Project (Jon Gibson from Wilbur, Smith and Associates) to assist the CRA Project Manager with inspection duties.

The W. Canal Streetscape Project is substantially complete, but streetscape projects for S. Orange St and Mary Ave are now beginning construction. The Washington Street Streetscape Project is currently in design, as is the Riverside Park Lighting Project, the Flagler Boardwalk Seawall Project, and the Esther St Park Seawall Project - all projects being managed and inspected by the CRA Project Manager.

The contract position of Senior Inspector is needed to perform the duties outlined in the attached job description. The volume of work and the start of construction for the Mary Avenue Streetscape Project and the S Orange St Streetscape Projects call for the creation of this contract position. It will be necessary to hire an inspector to cover both of these projects as well as future projects, and perform related duties.

It is anticipated that the cost of the contract position for Senior Inspector will be on the order of $25 per hour.

For cost comparison purposes, please find attached a proposal from Quentin L. Hampton for construction inspection services for South Orange St and Mary Ave Streetscape projects. The quoted price for a six month contract is $57.50 per hour.

Recommended Action/Motion:

Recommend approval to hire a Senior Inspector.

Funding Analysis: Budgeted __X___ If not budgeted, recommended funding account:
It is anticipated that this contract will cost on the order of $50,000 or less.
Funding will be transferred from Promotional Expense (line item 12051502 – 548001, available balance: $466,150)

Exhibits Attached:

- Job Description for Senior Inspector (these duties will be included in the contract if this contract position is approved.)
- Quentin Hampton Proposal

Reviewed By:	Name	Signature
Department Director:	Tony Otte	Tony Otte
Commission Action:		

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

SENIOR INSPECTOR

JOB SUMMARY

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the CRA Project Manager.

ESSENTIAL JOB FUNCTIONS

Performs complex field inspections and computations on construction projects. May sample and perform physical tests of materials.

Inspects grading and paving work for proper materials, width, depth, grade and positive drainage.

Performs technical work in engineering analysis and design under general direction of the CRA Project Manager. This work includes evaluating geotechnical reports, drainage design and calculations and overall site plan review for compliance with the FDOT Standard Specifications for Road and Bridge Construction and the City's Land Development Regulations.

Assists CRA Project Manager with managing and coordinating all phases of capital improvement projects including preliminary engineering, final design, permitting, easement acquisition and preparation of construction bid documents within established budgets and schedules. In addition the applicant must monitor the work of design consultants, maintain records and be responsible for reports on status of projects, schedules, budget or other concerns.

Enforces ordinances associated with wetlands, stormwater management, right-of-way and tree removal.

Responds to public complaints regarding engineering, landscaping, tree protection, wetlands and related issues.

Related duties as required.

KNOWLEDGE, ABILITIES AND SKILLS

Knowledge of surveying, drafting, CADD and construction mathematics through trigonometry and its application to field surveying and engineering computation.

Knowledge of the basic principles of civil engineering.

Knowledge of construction specifications and plans relating the public works construction.

Ability to compile engineering data.

Skill in the use of engineering instruments and equipment.
Experience with CADD System is desired.

MENTAL AND PHYSICAL ABILITIES TO:

Corresponds with the General Public, Contractors, Consultants and others as needed.

Apply mathematical concepts such as fractions, percentages, ratios and proportions to practical solutions.

Read and interpret rules and guidelines, maps, surveys, and engineering plans.

Resolve problems associated with general civil engineering issues including interpretation of code and design criteria.

While performing the essential functions of this job the employee is frequently required to stand, walk, sit, use hands to finger, climb or balance, walk and lift and/or move up to 50 lbs in an indoor or outdoor environment

MATERIAL AND EQUIPMENT USED

Copy Machine
Blueprint Machine
Survey Equipment
Calculator
Computer
General Office Equipment
Probe

WORKING CONDITIONS

While performing the essential functions of this position the employee is frequently exposed to outdoor elements including heat, inclement weather, field conditions involving undeveloped sites where there is unstable conditions.

The incumbent's working conditions are typically moderately quiet.

MINIMUM QUALIFICATIONS

High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection or a Civil Engineering degree and one (1) year of road & bridge CEI experience

Possession of a valid Florida driver's license

MARK A. HAMPTON, P.E.
BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELELPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

November 16, 2010

Anthony G. Otte
CRA Director
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Re: South Orange Street and Mary Avenue Streetscape Projects
Construction Inspection Services

Dear Anthony,

Quentin L. Hampton Associates Inc. (QLH) is pleased to provide this construction inspection services proposal for the construction phase of the referenced projects. The attached task order addresses the work activities we understand to be required for the project.

The attached Scope of Services and fee estimate is in conformance with our professional services agreement. If acceptable to the City, please issue a Purchase Order for this effort. We will consider the Purchase Order the Notice to Proceed. We look forward to the opportunity to serve the City of New Smyrna Beach on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

David A. King, P.E.
Vice President

Andrew M. Giannini, P.E.
Project Manager

DAK/AMG:el

Enclosures: Scope of Services and Fee Description

cc: Kyle Fegley, City of New Smyrna Beach
Michelle Martin, City of New Smyrna Beach
Project File
Billing File

CITY OF NEW SMYRNA BEACH
SOUTH ORANGE STREET AND MARY AVENUE STREETSCAPE PROJECTS
CONSTRUCTION INSPECTION SERVICES

GENERAL:

This Scope of Services and fee estimate is in conformance with the Agreement for Engineering Services ("Agreement") between the City of New Smyrna Beach ("City") and Quentin L. Hampton Associates, Inc ("QLH").

BACKGROUND:

The City has awarded the bid for the subject project and desires assistance from QLH for construction inspection. The construction contract duration is approximately 8 months. The inspection time requested is 6 months. The Engineer-of-Record and/or the City are to provide construction contract administration duties.

TASK ORDER:

I. CONSTRUCTION OBSERVATION: QLH will provide a qualified construction project representative (inspector) to provide the following services during the construction phase. The City desires "full- time" inspection. This fee estimate is based on 6 months of full-time inspection.

1. Attend pre-construction conference
2. Assist Engineer with shop drawing review
3. Attend regularly scheduled coordination meetings
4. Observe contractor's construction activities
5. Document construction activity via daily reports/logs
6. Address citizen complaints
7. Review contractor's soil and erosion control efforts
8. Review contractor's monthly pay requests/quantities
9. Review as-built sketches
10. Review contractor's locating efforts of existing utilities
11. Coordinate responses to contractor's Requests For Information (RFIs)
12. Coordinate engineer's field directives
13. Coordinate material and field tests

II. EXCLUSIONS:

This scope specifically excludes the following services: Contract Administration, construction material testing, surveying, legal and other services not described herein.

III. PROPOSED FEES:

QLH shall complete the above services for an estimated fee of:

Construction Project Representative CPR 6 mo x 22 day/mo x 8 hrs/day x $57.50/hr	Allowance	$60,720
Printing/Reimbursable Allowance	Allowance	$250
Total		**$60,970**

CPR services are to be billed for actual hours expended.

PRESENTATION

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Tony Otte

Meeting Date: December 8, 2010

Action Item Title: Friends of Canaveral – PleinAir Paint-out Event Summary

Agenda Section: Consent_____ Public Hearing_____ Special Items___x__

Summary Explanation and Background

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" which was held from November 8 through the 13, 2010.

Ms. Pat Skrtic, Paint Out project Chair would like to give an event summary to the CRA.

Recommended Action/Motion:

N/A

Funding Analysis: Budgeted___x_____ If not budgeted, recommend funding account:
N/A

Exhibits Attached:
None

Reviewed By:	Name	Signature
CRA Director	Tony Otte	Tony Otte

Commission Action

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Tony Otte

Meeting Date: December 8, 2010

Action Item Title: Update on Hotel Project

Agenda Section: Consent_____ Public Hearing_____ Special Items___x__

Summary Explanation and Background

The developers of the Hampton Inn project wish to make a report to the CRA on actions being taken in pursuit of the development of the hotel. They will provide an updated anticipated timeline for construction.

Recommended Action/Motion:
No staff recommendation at this time.

Funding Analysis: Budgeted___x_____ If not budgeted, recommend funding account:
No funding is being requested.

Exhibits Attached:
None

Reviewed By:	Name	Signature
CRA Director	Tony Otte	Tony Otte

Commission Action

OLD BUSINESS

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Tony Otte

Meeting Date: December 8, 2010

Action Item Title: Flagler Boardwalk Recommendation to the City Commission

Agenda Section: Consent_____ Public Hearing_____ Special Items___x__

Summary Explanation and Background

The Flagler Boardwalk wooden structure was constructed in 2000 and is now is seriously in need of repair. There are several problems that have been noted with the structure:

1. The condition of the structure. The metal roof is seriously deteriorated in some areas. In addition, some of the wood members are twisted and warped. On the whole, the wood in the structure itself appears to be in good condition.
2. There are approximately 1,000 metal bolts in the structure, mostly in the overhead beams. These bolts have rusted, giving the structure an unkempt and distressed appearance.
3. Most of the lighting fixtures in the structure (if not all) are seriously deteriorated and inoperable.
4. The design of the structure has unfortunately made it an attractive structure for a pigeon roost. There are areas in the wood beams that were left open, and a center copula. Pigeons can be seen nesting in these areas, and there is pigeon excrement on the floor and elsewhere.
5. It has been noted at CRA meetings that the design and placement of the structure itself block the view of the ocean from the parking lot.

In 2006 there was a study done by Schweizer-Waldroff and Associates (please see copy attached) which recommended the replacement of the current structure. The recommendations of this study have not been implemented.

The costs estimated in this study are as follows:

- Parking lot improvements: $ 53,360
- Amphitheater budget estimate: $ 218,730
- Ramp (N/E corner feature) area: $ 48,200
- Bent Wood scheme Boardwalk budget estimate: $ 695,185
- **Total: $1,015,475**

(not including A&E fees, surveying, geotechnical analysis, testing)

The Quentin L Hampton engineering firm and their sub-consultant, architect David Dacar prepared an assessment of the wooden structure while they are also prepared an assessment of the seawall (Note: The seawall assessment has determined that the seawall "cap" , just below the railing in the walkway area adjacent to the wooden structure, needs to be replaced. It is anticipated that work to be done on the seawall, and any type of work done on the structure, will all be done as a part of a single project so that all work will be completed within a single project timeframe.)

Mr. Dacar made a presentation at a public meeting on November 1, held at the Coronado Civic Center, concerning the wooden structure. This meeting was attended by approximately 30 persons. There were three options presented for the future of the wooden Boardwalk structure with cost estimates provided:

1. Repair the structure in its current configuration. It is estimated that the cost of repairing the structure in its current configuration is $135, 460. (Please see the attachment with the non-binding referendum ballot – this option is referred to as the "Repair As-IS Plan"). This cost includes items to help deter the use of the structure as a pigeon roost.

2. Demolish the structure. The City Commission currently has a demolition firm (DBI Demolition) under contract, and the firm has estimated the cost of demolition at $26,177. (Please see the attachment with the non-binding referendum ballot – this option is referred to as the "Demolishing and removing" option.)

3. Repair the structure except for three areas:
    a. Demolish the two sections of the current structure, one near the northernmost end and one near the southernmost end, where the roof consists of rafters standing on end. These two sections, each about 35 feet long, are referred to on the non-binding referendum ballot as "wooden shade structures";
    b. Demolish the copula.

This option is estimated to be the most expensive, at $148,928, and like Option 1 includes costs to deter the future use of the structure as a pigeon roost. (Please see the attachment with the non-binding referendum ballot – this option is referred to as the "Repairing and maintaining (Modified Repair Plan without wooden shade structures. By closely comparing the first two pictures on the ballot, the area to be demolished in this option is visible – it is identified as "wooden shade structures" in the first picture, and those structures are missing (i.e., demolished) in the second picture. Note that the structures at both ends of the structure (about 13 feet square) remains.

A non-binding referendum has been conducted on the future of the Flagler Boardwalk using these three (3) options, with 91 ballots received. Results are as follows:

Repair As-is Plan (w/wooden Shade Structures)	Modified Repair Plan (w/out wooden Shade Structures)	Demolishing and Removing	
8	26	18	Revised Ballot
19	13	7	Original Ballot
27	**39**	**25**	**Total**
30%	**43%**	**27%**	**Percentage**

Note: The ballot was first used at the public meeting held at the Coronado Civic Center on November 1, 2010. At that time the ballot had two options: Repair as-is plan, or demolish. During the meeting Dave Dacar presented a third option (modified repair plan - without the wooden shade structure) and the persons attending the meeting were instructed to write in the modified repair plan if that was the option they chose.

For the first 11 days (or so) of voting on the website the original ballot was used. On November 12, 2010 the revised ballot was received and put on the city website, and everyone who attended the meeting was contacted to let them know a revised ballot was now available (the ballots require that a name be signed, so care was taken that there was no double voting. There was one unsigned ballot, voting for complete demolition, so that could reflect a double voting.)

The CRA recommendation on this project (Dec. 8th) will be available for the City Commission at their December 14, 2010 meeting.

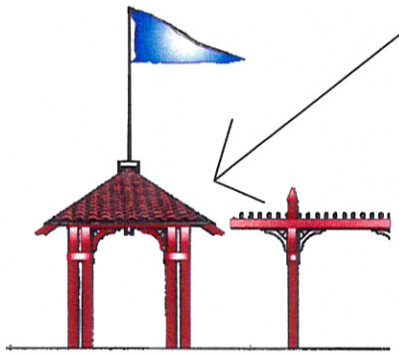
Recommended Action/Motion:
Staff recommends that the City Commission make a decision on either one of the three options and authorize the project to move to design phase.

Funding Analysis: Budgeted___x_____ If not budgeted, recommend funding account:

The Flagler Boardwalk line item 567778 is budgeted in the FY10-11 budget in the amount of $482,669. (Note: the 5 year Capital Improvements Budget has a total of $2,000,000 for this project.) An early assessment of the cost of the seawall repair was on the order of $300,000.

Exhibits Attached:
1. Repair estimates for two different types of repairs are attached, as well as a demolition cost estimate.
2. A copy of the non-binding referendum ballot with the three options noted.
3. 2006 Study by Schweizer-Waldroff and Associates

Reviewed By:	Name	Signature
CRA Director	Tony Otte	Tony Otte
Commission Action		



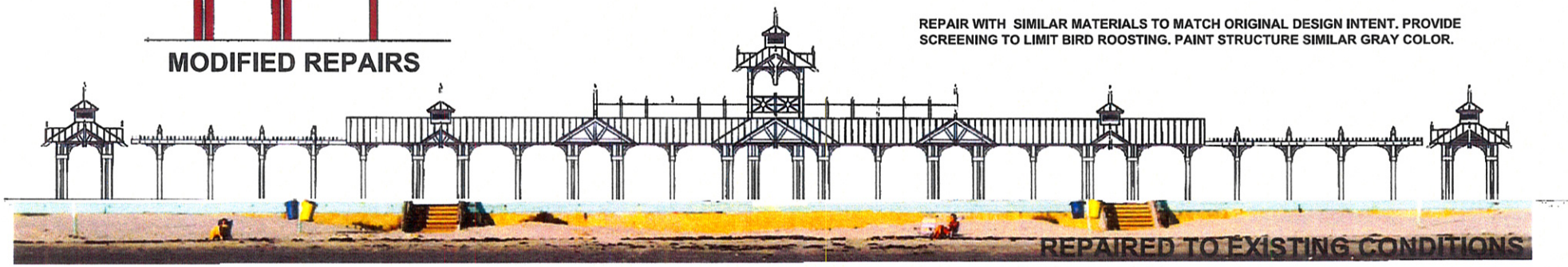
MODIFIED REPAIRS

NEW TILE ROOF AND NEW WOOD PAINT COATINGS

QLH
Quentin L. Hampton Associates

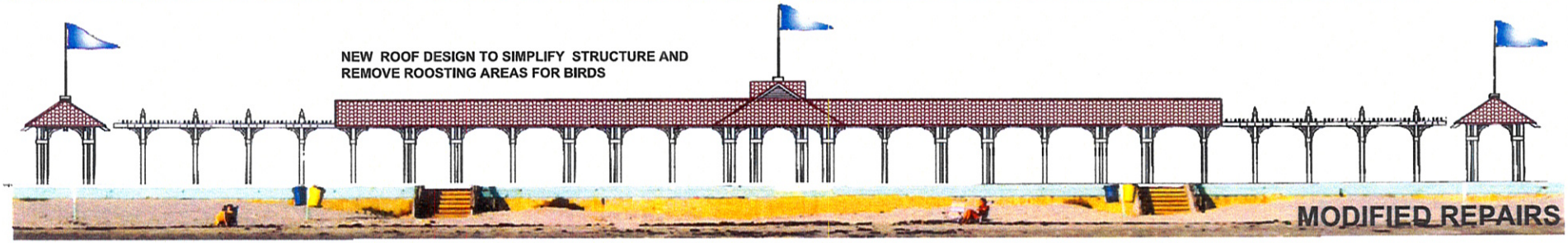
WILLIAMSON DACAR ASSOCIATES
ARCHITECTURE / ENGINEERING / PLANNING
203 SOUTH PINE STREET NSB, FL. 32169
PH. 386-428-3148 FAX. 386-428-1334

REPAIR WITH SIMILAR MATERIALS TO MATCH ORIGINAL DESIGN INTENT. PROVIDE SCREENING TO LIMIT BIRD ROOSTING. PAINT STRUCTURE SIMILAR GRAY COLOR.



REPAIRED TO EXISTING CONDITIONS

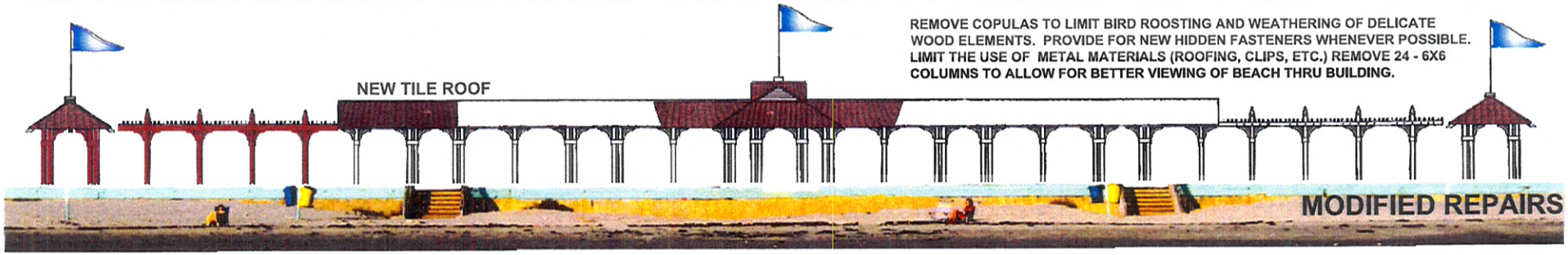
NEW ROOF DESIGN TO SIMPLIFY STRUCTURE AND REMOVE ROOSTING AREAS FOR BIRDS



MODIFIED REPAIRS

REMOVE COPULAS TO LIMIT BIRD ROOSTING AND WEATHERING OF DELICATE WOOD ELEMENTS. PROVIDE FOR NEW HIDDEN FASTENERS WHENEVER POSSIBLE. LIMIT THE USE OF METAL MATERIALS (ROOFING, CLIPS, ETC.) REMOVE 24 - 6X6 COLUMNS TO ALLOW FOR BETTER VIEWING OF BEACH THRU BUILDING.

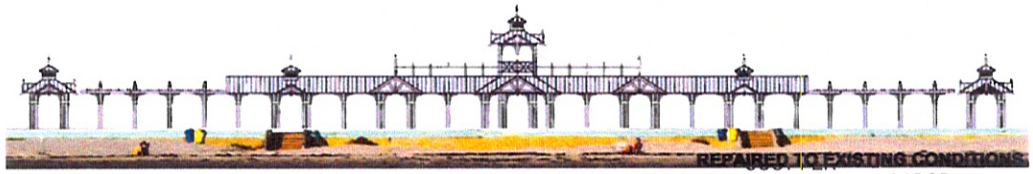
NEW TILE ROOF



MODIFIED REPAIRS

WORK COST SUMMARY

SCHEDULE OF WORK FOR FLAGLER AVE. PAVILION REPAIRS-REPAIR TO EXISTING CONDITIONS -10/28/2010-



QLH
Quentin L. Hampton Associates

WILLIAMSON DACAR ASSOCIATES
ARCHITECTURE · ENGINEERING · PLANNING
203 SOUTH PINE STREET NSB, FL. 32169
PH. 386-428-3146 FAX. 386-428-1334

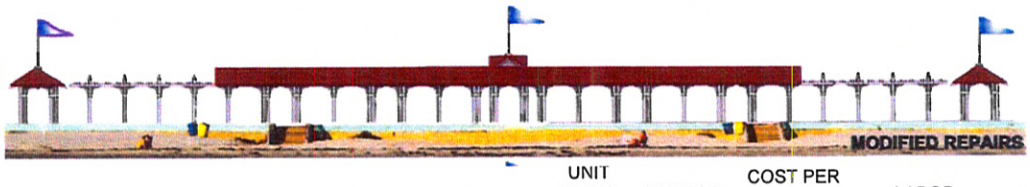
ITEM NUMBER	DESCRIPTION OF WORK	TYPES-MAN HOUR	NUMBER OF UNITS OF LABOR	MAN HR OF LABOR $$	LABOR COST TOTAL	UNIT TYPES	NUMBER OF UNITS OF MATERIAL	COST PER QUANTITY OF MATERIAL	MATERIAL COST TOTAL	LABOR / MATERIAL GRAND TOTAL
1	DEMOLITION -METAL ROOF / FLASHING - REMOVALS	HR	120	$25	$3,000	SF	3900	$ 0.50	$1,950	$4,950
2	DEMOLITION OF ROOF COPULAS - ROTTEN WOOD REMOVAL	HR	60	$25	$1,500	EA	5	$ 50.00	$250	$1,750
3	SAND BLASTING ROOF DECK TOP / BOTTOM / EDGING	HR	0	$0	$0	SF	3900	$ 2.00	$7,800	$7,800
4	SAND BLASTING 1000 BOLTS	HR	0	$0	$0	EA	1000	$ 2.00	$2,000	$2,000
5	SAND BLASTING 120 STEEL PLATES	HR	0	$0	$0	EA	120	$ 5.00	$600	$600
6	SAND BLASTING 6X6 COLUMNS	HR	0	$0	$0	EA	140	$ 35.00	$4,900	$4,900
7	SAND BLASTING HORIZONTAL WOOD BEAMS	HR	0	$0	$0	LF	420	$ 2.00	$840	$840
8	MISC. WOOD TRIM SAND BLASTING	HR	0	$0	$0	LF	300	$ 3.00	$900	$900
9	ROOF WOOD DECKING REPAIR AND REPLACEMENT	HR	50	$25	$1,250	SF	200	$ 7.00	$1,400	$2,650
10	WOOD ACCENT TRIM REPLACEMENT / INSTALL NEW	HR	80	$25	$2,000	LS	1	$ 1,500.00	$1,500	$3,500
11	SIMPSON SS CLIP REPLACEMENTS	HR	42	$25	$1,050	EA	190	$ 4.00	$760	$1,810
12	ROOF COPULAS REPAIR- NEW WOOD / REPAIR PATCH EXISTING	HR	60	$25	$1,500	EA	5	$ 300.00	$1,500	$3,000
13	NEW SIMILAR TO EXISTING METAL ROOF	HR	110	$35	$3,850	SF	3900	$ 5.00	$19,500	$23,350
14	NEW METAL ROOF DRIP EDGE TRIM ALL ABOUT	HR	32	$35	$1,120	LF	600	$ 8.00	$4,800	$5,920
15	NEW 2X P.T. TRIM TO COVER HORZ. BOLTS	HR	40	$25	$1,000	LF	500	$ 5.00	$2,500	$3,500
16	PREP./ EPOXY BOLT & HEADS	HR	48	$25	$1,200	EA	1000	$ 2.00	$2,000	$3,200
17	PREP. / EPOXY STEEL PLATES	HR	40	$25	$1,000	EA	120	$ 4.00	$480	$1,480
18	NEW PRIME AND PAINT ALL EXPOSED TO VIEW SURFACES	HR	80	$30	$2,400	SF	8500	$ 1.00	$8,500	$10,900
19	NEW GABLE END BIRD SCREENING	HR	50	$25	$1,250	EA	8	$ 100.00	$800	$2,050
20	HORIZONTAL BIRD SCREENING	HR	40	$25	$1,000	SF	1500	$ 3.00	$4,500	$5,500
21	MISC. BOLT REPLACEMENTS	HR	20	$25	$500	EA	50	$ 20.00	$1,000	$1,500
22	MISC. WOOD STRUCTURE REPAIRS & REPLACEMENTS- BRACKETS /	HR	40	$25	$1,000	LF	100	$ 20.00	$2,000	$3,000
23	ELECTRICAL UP GRADE	HR	0	$0	$0	LS	1	$ 3,500.00	$4,500	$4,500
24	SCAFFOLDING / BARRICADES / EQUIPMENT- RENTAL - MONTH	HR	0	$0	$0	EA	3	$ 1,200.00	$3,600	$3,600
25	TOOL RENTAL AND TOOL REPLACEMENTS	HR	0	$0	$0	LS	1	$ 1,000.00	$1,000	$1,000
BASE SUM TOTAL ESTIMATED COST OF WORK			912		$24,620				$79,580	**$104,200**

OVERHEAD AND PROFIT 30%---------- **$31,260**

GRAND TOTAL PROJECT AMOUNT---------- **$135,460**

WORK COST SUMMARY

SCHEDULE OF WORK FOR FLAGLER AVE. PAVILION REPAIRS-MODIFIED BLDG. REPAIRS -10/28/2010 -



QLH
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PH. 386-428-3148 FAX. 386-428-1334

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 -METAL ROOF / FLASHING - REMOVALS	HR	180	$25	$4,500	SF	3900	$ 0.50	$1,950	$6,450
2	DEMOLITION OF ROOF COPULAS - COMPLETE REMOVAL	HR	40	$25	$1,000	EA	5	$ -	$0	$1,000
3	SAND BLASTING ROOF DECK TOP / BOTTOM / EDGING	HR	0	$0	$0	SF	3900	$ 2.00	$7,800	$7,800
4	SAND BLASTING 860 BOLTS	HR	0	$0	$0	EA	850	$ 2.00	$1,700	$1,700
5	SAND BLASTING 100 STEEL PLATES	HR	0	$0	$0	EA	100	$ 5.00	$500	$500
6	SAND BLASTING 6X6 COLUMNS	HR	0	$0	$0	EA	116	$ 35.00	$4,060	$4,060
7	SAND BLASTING HORIZONTAL WOOD BEAMS	HR	0	$0	$0	LF	420	$ 2.00	$840	$840
8	MISC. WOOD TRIM SAND BLASTING	HR	0	$0	$0	LF	300	$ 3.00	$900	$900
9	ROOF WOOD DECKING REPAIR AND REPLACEMENT	HR	70	$25	$1,750	SF	400	$ 7.00	$2,800	$4,550
10	WOOD COLUMN REMOVAL / BRICK PAVER REPAIRS	HR	48	$25	$1,200	EA	24	$ 100.00	$2,400	$3,600
11	REFRAME ROOF STRUCTURE FOR ROOF AREAS REMOVED	HR	50	$25	$1,250	SF	600	$ 6.00	$3,600	$4,850
12	SIMPSON SS CLIP REPLACEMENTS W/ RECESSED LAG BOLTS	HR	60	$25	$1,500	EA	190	$ 8.00	$1,520	$3,020
13	ROOF COPULAS REMOVED - ROOF PATCHED BELOW SUCH AREAS	HR	30	$25	$750	EA	5	$ 50.00	$250	$1,000
14	NEW TILE ROOF	HR	80	$35	$2,800	SF	3300	$ 7.00	$23,100	$25,900
15	NEW METAL ROOF DRIP EDGE TRIM ALL ABOUT	HR	32	$35	$1,120	LF	450	$ 4.00	$1,800	$2,920
16	NEW GABLE END ROOF LOUVERS	HR	24	$35	$840	EA	5	$ 450.00	$2,250	$3,090
17	NEW 2X P.T. TRIM TO COVER HORZ. BOLTS	HR	40	$25	$1,000	LF	500	$ 5.00	$2,500	$3,500
18	PREP./ EPOXY BOLT & HEADS	HR	48	$25	$1,200	EA	1000	$ 2.00	$2,000	$3,200
19	PREP. / EPOXY STEEL PLATES	HR	40	$25	$1,000	EA	120	$ 4.00	$480	$1,480
20	NEW PRIME AND PAINT ALL EXPOSED TO VIEW SURFACES	HR	60	$30	$1,800	SF	7500	$ 1.00	$7,500	$9,300
21	NEW GABLE END BIRD SCREENING	HR	16	$25	$400	EA	2	$ 100.00	$200	$600
22	HORIZONTAL BIRD SCREENING	HR	32	$25	$800	SF	1500	$ 3.00	$4,500	$5,300
23	ELECTRICAL UPGRADE	HR	0	$0	$0	LS	1	$ 3,500.00	$4,500	$4,500
24	MISC. BOLT REPLACEMENTS	HR	20	$25	$500	EA	50	$ 20.00	$1,000	$1,500
25	MISC. WOOD STRUCTURE REPAIRS & REPLACEMENTS- BRACKETS /	HR	60	$25	$1,500	LF	300	$ 20.00	$6,000	$7,500
26	SCAFFOLDING / BARRICADES / EQUIPMENT- RENTAL - MONTH	HR	0	$0	$0	EA	3	$ 1,500.00	$4,500	$4,500
27	TOOL RENTAL AND TOOL REPLACEMENTS	HR	0	$0	$0	LS	1	$ 1,000.00	$1,000	$1,000
BASE SUM TOTAL ESTIMATED COST OF WORK			930		$24,910				$89,650	**$114,560**
OVERHEAD AND PROFIT 30%										**$34,368**
GRAND TOTAL PROJECT AMOUNT										**$148,928**

DBI
Demolition
A Division of Don Bell, Inc

2838 Sarno Road
Melbourne, FL 32935
321-725-4239
Fax 321-253-1535

Complete & Selective Demolition
Interior & Exterior

Commercial & Residential
Saw Cutting

JOB ADDRESS: (PAVILION on the BEACH)

(COMMERCIAL)	SQFT	LF	CY	TOTAL
PAVILION (CANOPY, FREE STANDING	3430			6,962.9
CONCRETE SLAB / WALKWAY	6560			4,854.4
REMOVAL / STACKING of BRICK	7800			9,650.0
SAW CUTTING CONCRETE		310		1,860.0
SILT FENCE		1,000		555.0
TEMPORARY / 6ft FENCE				2,300.0
			TOTAL $	26,177

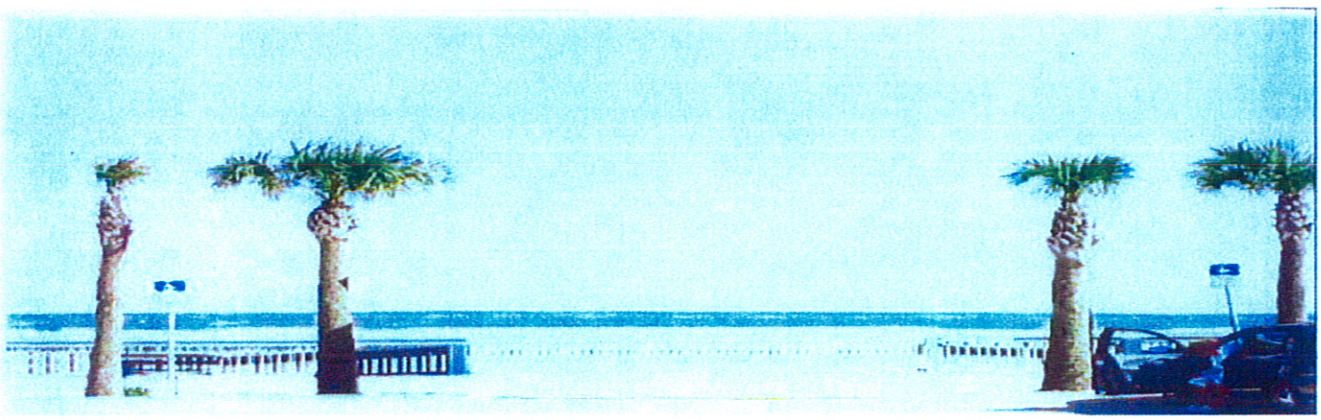
WHAT DO YOU THINK?

Do you support 1) Repairing and maintaining the Flagler Boardwalk structure (the repair as-is plan); or 2) Repairing and maintaining the Flagler Boardwalk structure (the modified repair plan without wooden shade structures) or 3) Demolishing and removing the Flagler Boardwalk structure? Please check your preference below:

____Repairing and maintaining (Repair As-is Plan)

____Repairing and maintaining (Modified Repair Plan without wooden shade structures)

____Demolishing and removing



This vote is non-binding and serves to provide input for the CRA and the City Commission. One vote per person please. You may return your ballot to City Hall 210 Sams Ave. between 8 am – 4:30 pm weekdays (a ballot box will be set up in the Building Dept.), or fax to (386)409-4759 or email to csoulie@cityofnsb.com by November 19, 2010. **Thank you for your participation. Ballots must be signed.**

Signature_____ **Printed Name**_____

SCHWE
WALDRO
ARCHITECT
Incorporated

NEW SMYRNA BEACH

EXISTING CONDITIONS
•
DESIGN SOLUTIONS
•
DETAILS
•
BUDGET

FLAGLER BOARDWALK

EXISTING CONDITIONS

DESIGN OBJECTIVES

1. SIMPLIFY
2. MINIMIZE EXPOSED CONNECTIONS
3. UTILIZE APPROPRIATE MATERIALS
4. IMPROVE PEDESTRIAN FLOW

SIMPLIFY

•HEAVY GUARDRAIL RESTRICTS VEW

•130 COLUMNS

•NOOKS ATTRACT BIRDS

• COMPLICATED STRUCTURE INCREASES MAINTENANCE & WEATHERING

FLAGLER BOARDWALK

MINIMIZE EXPOSED CONNECTIONS

•EXPOSED WEATHERED CONNECTIONS DETRACT FROM APPEARANCE

•PAINT OVER S.S. TRAPS MOISTURE & LEADS TO RUSTING

FLAGLER BOARDWALK

SELECT APPROPRIATE MATERIALS

•POWDER COATED ALUMINUM
•STAINED PT WOOD
• BRICK PAVERS

FLAGLER BOARDWALK

IMPROVE PEDESTRIAN FLOW

NARROW
PASSAGEWAYS
IMPEDES PEDESTRIANS

FLAGLER BOARDWALK

DESIGN SOLUTIONS

NEW SMYRNA BEACH

FLAGLER BOARDWALK

SITE PLAN

CONSIDER ADJACENT AREAS
1. PARKING LOT
2. RESTROOM/LIFEGUARD AREA
3. RAMP AREA
4. BOARDWALK

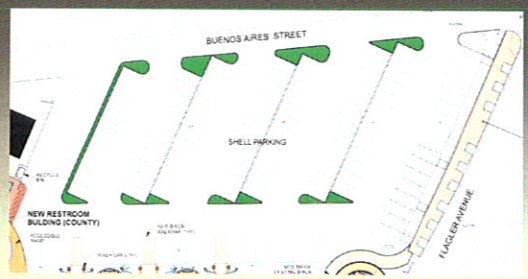
FLAGLER BOARDWALK

1-PARKING

- 100-125 INFORMAL SPACES
- POTENTIAL SAFETY CONCERNS
- INEFFICIENT
- DOES NOT MEET CITY PARKING CODE
- NO INTERNAL LANDSCAPING

FLAGLER BOARDWALK

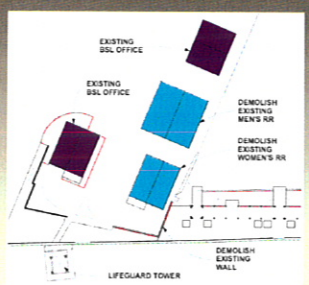
PROPOSED PARKING



- 117 SPACES (REUSE SHELL SURFACE)
- MEETS PARKING CODE
- PROVIDES FOR LANDSCAPING
- IMPROVED SAFETY

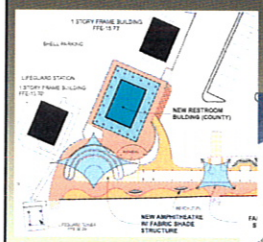
FLAGLER BOARDWALK

2-AMPHITHEATER AREA



FLAGLER BOARDWALK

PROPOSED AMPHITHEATER

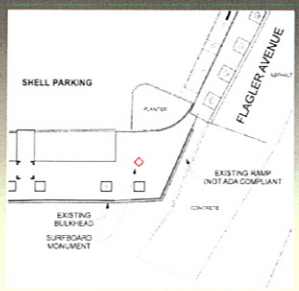


- IMPROVED TRAFFIC FLOW
- NEW (COUNTY) RESTROOMS

- NEW VISUAL ANCHOR
- IMPROVED ACCESSIBILITY
- ADDITIONAL PUBLIC SPACE

FLAGLER BOARDWALK

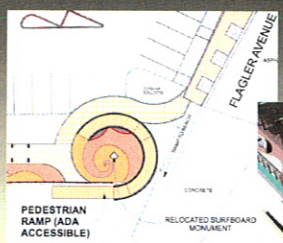
3-PEDESTRIAN RAMP



- NOT ADA COMPLIANT
- UNEVEN SURFACES
- VISUALLY WEAK

FLAGLER BOARDWALK

PROPOSED PEDESTRIAN RAMP



- ADA ACCESSIBLE
- CREATES VISUAL AMENITY

- PUBLIC SPACE W/ SEATING
- PERMINANT STRUCTURE

FLAGLER BOARDWALK

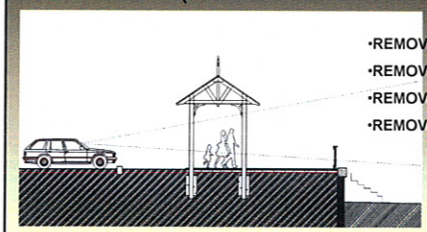
4-BOARDWALK

OPTION 1 - BENT WOOD SCHEME (MAJOR DEMOLITION)

OPTION 2 - SHADE SAILS & TRELLIS (MINOR DEMOLITION)

FLAGLER BOARDWALK

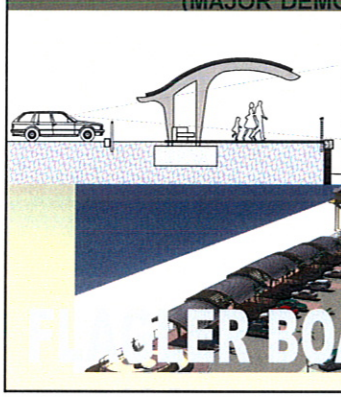
OPTION 1-BENT WOOD SCHEME (MAJOR DEMOLITION)



- REMOVE ALL STRUCTURE
- REMOVE BRICK PAVERS
- REMOVE FOUNDATIONS
- REMOVE GUARDRAIL

FLAGLER BOARDWALK

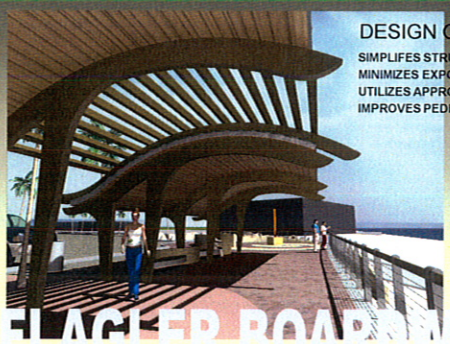
BENT WOOD SCHEME
(MAJOR DEMOLITION)



- 15 GLULAM BENTS @ 16' oc
- 4x6 WOOD DECKING (no beams)
- STANDING SEAM ALUMINUM ROOF W/ KYNAR FINISH
- IPE TRELLIS BETWEEN SECTIONS
- IPE & SS CABLE GUARDRAIL
- CONCRETE BENCH WALLS
- COLORED CONCRETE SHELL EMBED WALKWAY

FLAGLER BOARDWALK

BENT WOOD SCHEME

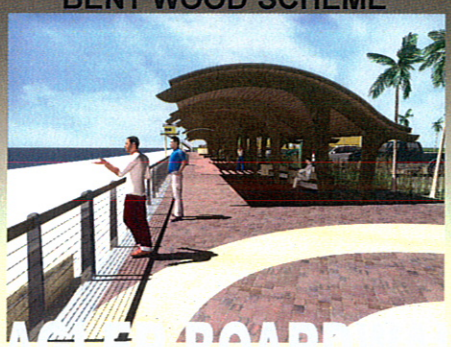


DESIGN OBJCTIVES

- SIMPLIFES STRUCTURE
- MINIMIZES EXPOSED CONNECTIONS
- UTILIZES APPROPRIATE MATERIALS
- IMPROVES PEDESTRIAN FLOW

FLAGLER BOARDWALK

BENT WOOD SCHEME



FLAGLER BOARDWALK

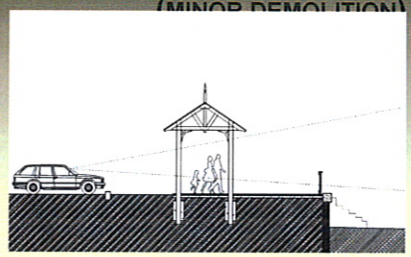
BENT WOOD SCHEME

FLAGLER BOARDWALK

BENT WOOD SCHEME

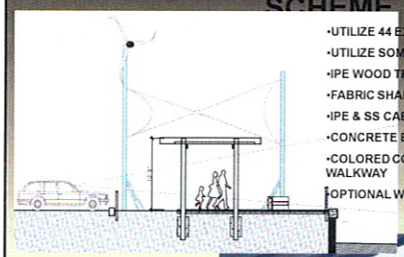
FLAGLER BOARDWALK

OPTION 2-SHADE SAILS & TRELLIS/ REUSE SCHEME (MINOR DEMOLITION)



FLAGLER BOARDWALK

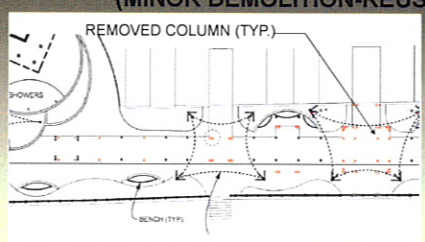
SHADE SAILS & TRELLIS/REUSE SCHEME



- UTILIZE 44 EXISTING COLUMNS
- UTILIZE SOME BRICK PAVING
- IPE WOOD TRELLIS FOR PARTIAL SHADE
- FABRIC SHADE SAILS FOR FULL SHADE
- IPE & SS CABLE GUARDRAIL
- CONCRETE BENCH WALLS
- COLORED CONCRETE SHELL EMBED WALKWAY
- OPTIONAL WIND ENERGY SOURCE

FLAGLER BOARDWALK

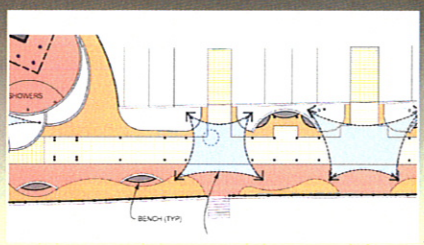
SHADE SAILS & TRELLIS/REUSE SCHEME (MINOR DEMOLITION-REUSE)



- REMOVE EXISTING ROOF STRUCTURE
- REMOVE 86 OF THE EXISTING 130 8"X8" COLUMNS
- REMOVE BRICK PAVERS ADJACENT TO BULKHEAD

FLAGLER BOARDWALK

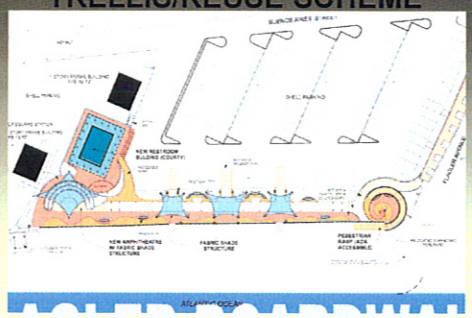
SHADE SAILS & TRELLIS/REUSE SCHEME



- REUSES 44 EXISTING COLUMN AND ADDS 4 NEW COLUMNS
- REUSES PORTIONS OF EXISTING BRICK
- SHADE SAILS STRUCTURES BETWEEN TRELLIS

FLAGLER BOARDWALK

SHADE SAILS & TRELLIS TRELLIS/REUSE SCHEME



FLAGLER BOARDWALK

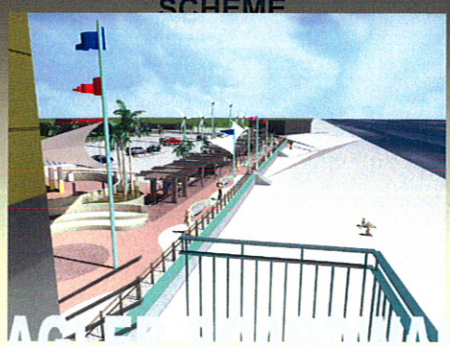
SHADE SAILS & TRELLIS/REUSE SCHEME

DESIGN OBJCTIVES

SIMPLIFES STRUCTURE
MINIMIZES EXPOSED CONNECTIONS
UTILIZES APPROPRIATE MATERIALS
IMPROVES PEDESTRIAN FLOW

FLAGLER BOARDWALK

SHADE SAILS & TRELLIS/REUSE SCHEME



FLAGLER BOARDWALK

SHADE SAILS & TRELLIS/REUSE SCHEME

FLAGLER BOARDWALK

SHADE SAILS & TRELLIS/REUSE SCHEME

FLAGLER BOARDWALK

DETAILS

NEW SMYRNA BEACH

FLAGLER BOARDWALK

SHADE SAILS

- TEFLON COATED FIBERGLASS
- MARINE GRADE (316) STAINLESS STEEL CABLES & HARDWARE
- 3-PART EPOXY POLYURETHANE PAINT OVER HOT DIP GALVANIZED STEEL (PORT AUTHORITY SPECS)
- ENGINEERED TO MEET FBC REQUIREMENTS

FLAGLER BOARDWALK

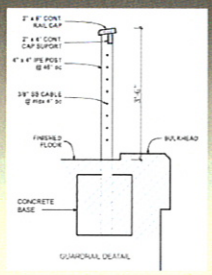
SHADE SAILS

SUNDANCE MANUFACTURING, INC.

- The fabric product we are recommending for this project is Teflon coated fiberglass. This comes with a standard 10-15 year warranty from the Supplier and is virtually maintenance free. The Teflon coating will not allow any substance to adhere. Rain water will take care of the cleaning.
- The cables and hardware would be marine grade 316 stainless steel. Again rain water would take care of the salt composites (3-year warranty from the manufacturer Ronstan). They also have numerous applications of coastal products on their website.
- The recommended paint would be zinc clad 3-part epoxy polyurethane finish as manufactured by Sherwin Williams or Tnemic coatings.
- The steel structure to be hot dip galvanized after fabrication, Stainless steel anchor bolts 304 grade. Structural pipe, plate, and tube are the common components in this type of structure, the grade would vary depending on the design.

FLAGLER BOARDWALK

DETAILS-HANDRAIL



IPE HARDWOOD

SS CABLES

FLAGLER BOARDWALK

DETAILS-HANDRAIL

REDUCED VERTICAL ELEMENTS OPENS VIEW

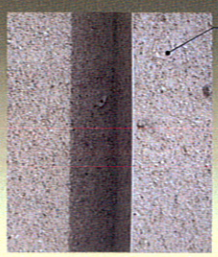
HEAVY APPEARANCE

VERTICAL BALUSTRADE IMPEDES VIEWS

HORIZONTAL CABLES DON'T IMPEDE VIEW

FLAGLER BOARDWALK

DETAILS-MATERIALS



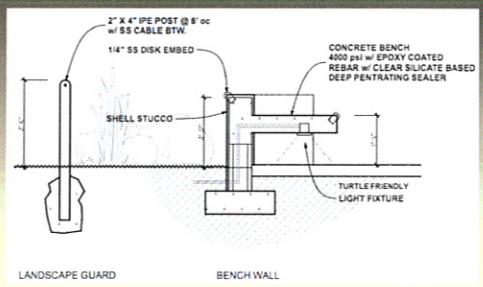
SHELL EMBEDDED STUCCO WALLS

- MATERIAL RELATES TO OCEANFRONT
- DURABLE & LOW-MAINTENANCE

SHELL AGGREGATE SIDEWALK

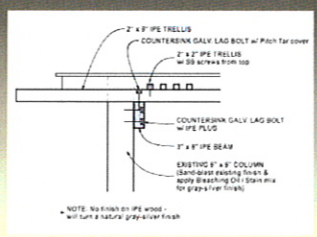
FLAGLER BOARDWALK

DETAILS-SEAT



FLAGLER BOARDWALK

DETAILS-CONNECTIONS



PROPOSED CONNECTION DETAIL

EXISTING CONNECTION DETAIL

FLAGLER BOARDWALK

DETAILS-LIGHTING

BENCH LIGHT

- DURABLE BRASS BODY
- LONG LIFE LAMP
- RECESSED TO MEET TURTLE STANDARDS

FABRIC STRUCTURE UP-LIGHT

- NON-SLIP, HEAVY TRAFFIC LENS
- LONG LIFE LAMP
- TURNED OFF DURING NESTING SEASON

FLAGLER BOARDWALK

DETAILS-LANDSCAPING

MACAW PALM

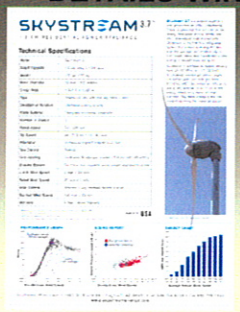
SAW PALMETTO

SEA OATS

- SALT TOLERANT
- LOW WATER USE
- HEARTY/DURABLE
- NATIVE

FLAGLER BOARDWALK

DETAILS-WIND GENERATOR



- PRIME WIND LOCATION
- GENERATES SUSTAINABLE ELECTRICITY
- EXCESS ELECTRICITY SOLD BACK INTO GRID
- NO CO_2 PRODUCED
- FIBERGLASS COMPOSITE BODY
- LESS db THAN CONVERSATION AT AVERAGE SPEED

FLAGLER BOARDWALK

DETAILS-WIND GENERATOR

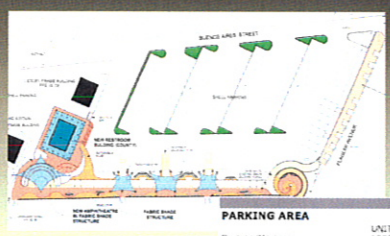
- @ 10 MPH AVG. GENERATES APPROX. 25% OF AVG. MONTHLY HOUSEHOLD
- @ 12 MPH AVG. GENERATES APPROX. 50% OF AVG. MONTHLY HOUSEHOLD
- @ 20 MPH AVG. GENERATES APPROX. 75% OF AVG. MONTHLY HOUSEHOLD
- ESTIMATED COST OF INSTALLATION ($9,000/EA.) POTENTIAL SHARED BETWEEN GRANTS/UCNSB/CITY/OGC
- PAYBACK IN 8-13 YEARS

FLAGLER BOARDWALK

PRELIMINARY BUDGET ESTIMATE

FLAGLER BOARDWALK

PARKING BUDGET ESTIMATE



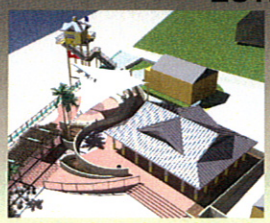
PARKING AREA

	UNIT	$/UNIT	COST
Curbing/Marking	1300 lf	18 lf	$23,400
Landscape/Irrigation		allowance	$15,000
Fill & Grading		allowance	$8,000
Contingency		15%	$6,960

TOTAL ESTIMATED COST OF CONSTRUCTION: Parking Are $53,360

FLAGLER BOARDWALK

AMPHITHEATER BUDGET ESTIMATE



AMPHITHEATRE AREA

	UNIT	$/UNIT	COST
Demolition		allowance	$8,000
Fabric Shade Structure	1300 sf	$80 per sf	$104,000
Footings	1900 cf	$7 per cf	$13,300
Flatwork	2800 sf	$5 per sf	$14,000
Walls	300 lf	$80 per lf	$24,000
Railings		allowance	$7,000
Electrical / Lighting		allowance	$12,000
Landscape / Irrigation		allowance	$10,000
RESTROOM BLDG		by OTHERS	$0
Contingency		15%	$28,530
TOTAL ESTIMATED COST OF CONSTRUCTION: Amph Area			$218,730

FLAGLER BOARDWALK

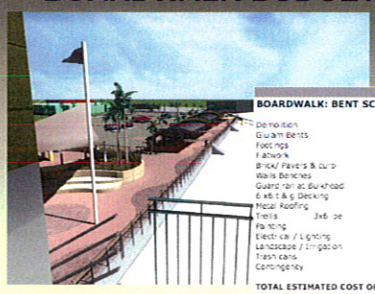
RAMP BUDGET ESTIMATE

PEDESTRIAN RAMP AREA

	UNIT	$/UNIT	COST
Demolition		allowance	$8,000
Flatwork	2200 sf	$5 per sf	$11,000
Walls	170 lf	$60 per lf	$10,200
Railings		allowance	$7,000
Electrical / Lighting		allowance	$12,000
Contingency		15%	$7,230
TOTAL ESTIMATED COST OF CONSTRUCTION: Ramp Area			$48,200

FLAGLER BOARDWALK

BENT WOOD SCHEME BOARDWALK BUDGET ESTIMATE



BOARDWALK: BENT SCHEME

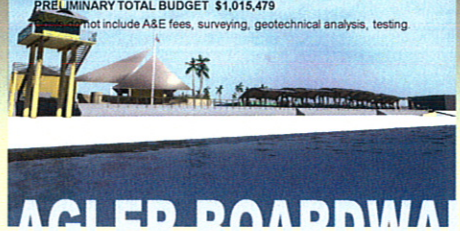
	UNIT	$/UNIT	COST
Demolition		allowance	$30,000
Guam Bents	15 ea	10000 ea	$150,000
Footings	6000 cf	$7 per cf	$42,000
Flatwork	5000 sf	$5 per sf	$25,000
Brick Pavers & curb	600 sf	$12 per sf	$7,200
Walls Benches	100 lf	$100 per lf	$10,000
Guard rail at Bulkhead		unit breakdown	$18,000
6 x6 T & G Decking	8250 lf	unit breakdown	$250,000
Metal Roofing	40 sq	$350 sq	$14,000
Trellis 3x6 @ 8	1040 lf	unit breakdown	$10,312
Painting		allowance	$12,000
Electrical / Lighting		allowance	$22,000
Landscape / Irrigation		allowance	$14,000
Trash cans		use existing	$0
Contingency		15%	$90,677
TOTAL ESTIMATED COST OF CONSTRUCTION:			$695,189

FLAGLER BOARDWALK

BENT WOOD SCHEME SUMMARY BUDGET ESTIMATE

ITEM		
PARKING AREA	$53,360	
PEDESTRIAN RAMP AREA	$48,200	
AMPHITHEATER AREA		$218,730
BENT WOOD BOARDWALK	$695,189	
PRELIMINARY TOTAL BUDGET	**$1,015,479**	

...not include A&E fees, surveying, geotechnical analysis, testing.



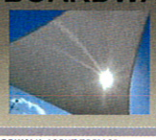
FLAGLER BOARDWALK

BENT WOOD SCHEME BUDGET ESTIMATE

QuickTime™ and a
H.264 decompressor
are needed to see this picture.

FLAGLER BOARDWALK

LIGHT TRELLIS/REUSE SCHEME BOARDWALK BUDGET ESTIMATE



BOARDWALK: LIGHT TRELLIS

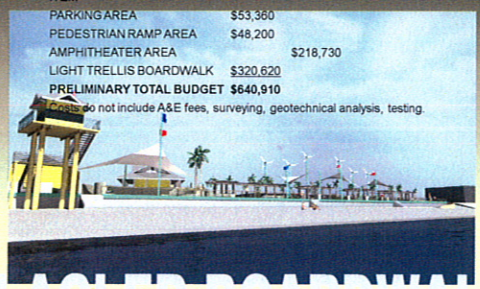
	UNIT		$/UNIT	COST
Demolition			allowance	$18,000
Fabric Shade Structure	1100 sf		$80 per sf	$88,000
Footings	4600 sf		$7 per sf	$32,800
Flatwork	3000 sf		$5 per sf	$15,000
Brick/ Pavers & curb	600 sf		$12 per sf	$7,200
Walls/ Benches	100 f		$100 per f	$10,000
Guard rail @ Bulkhead			unit breakdown	$18,000
Trellis			unit breakdown	$45,000
Electrical / Lighting			allowance	$25,000
Landscape / Irrigation			allowance	$19,000
Trash cans			use existing	$0
WIND GENERATORS	by Others	fee	$5,000 ea	$0
Contingency			15%	$41,820
TOTAL ESTIMATED COST OF CONSTRUCTION:				**$320,820**

FLAGLER BOARDWALK

SHADE SAILS & TRELLIS/REUSE SCHEME BOARDWALK BUDGET ESTIMATE

ITEM		
PARKING AREA	$53,360	
PEDESTRIAN RAMP AREA	$48,200	
AMPHITHEATER AREA		$218,730
LIGHT TRELLIS BOARDWALK	$320,620	
PRELIMINARY TOTAL BUDGET	**$640,910**	

do not include A&E fees, surveying, geotechnical analysis, testing.

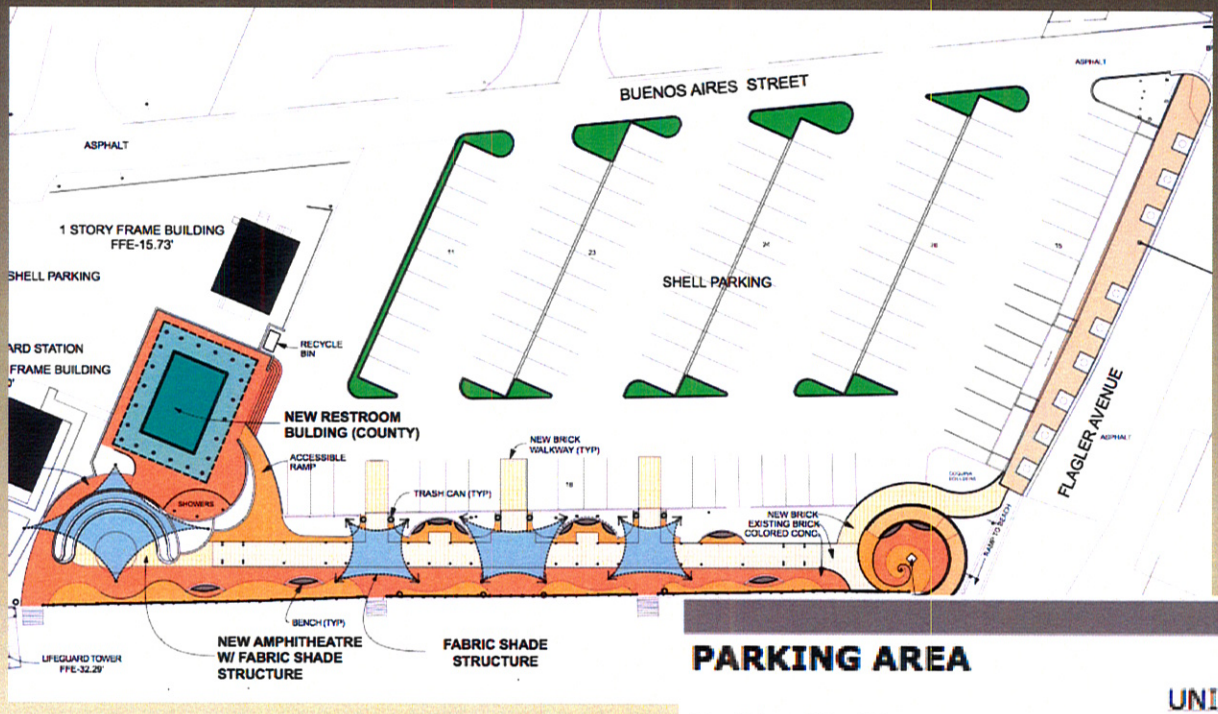


FLAGLER BOARDWALK

QuickTime™ and a
H.264 decompressor
are needed to see this picture.

FLAGLER BOARDWALK

PARKING BUDGET ESTIMATE



PARKING AREA

	UNIT	$/UNIT	COST
Curbing/Marking	1300 lf	18 lf	$23,400
Landscape/Irrigation		allowance	$15,000
Fill & Grading		allowance	$8,000
Contingency		15%	$6,960
TOTAL ESTIMATED COST OF CONSTRUCTION: Parking Are			**$53,360**

FLAGLER BOARDWALK

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Michelle Martin

Meeting Date: 12/8/2010

Action Item Title:
Mary Avenue Streetscape Project - Phase II

Agenda Section: Consent ____ Public Hearing ____ Special Items ____

Summary Explanation and Background:

The City Commission approved Resolution No. 21-10 at their April 27, 2010 regular meeting to allow the CRA to apply for a Volusia County TPO 2010 XU Bicycle/Pedestrian Projects Grant to improve the safety of Florida East Coast Railway At-Grade Crossing # 271969H by widening Mary Avenue through the FECR right-of-way and constructing the multi-use trail across the At-Grade Crossing.

This Grant was originally a matching grant that would require the City to match 25% of the grant funding, but the County later advised that the City would only be required to match 15%. Now the County has advised that the local match may be waived altogether, as they have acquired additional funding for their grants.

The Mary Avenue Phase II Project was ranked as a high priority by the County, but as a requirement for funding the City would need an agreement with the FECR to construct the multi-use trail in their right-of-way. The FECR would only accept a License Agreement with the City and thus prepared one which was fully executed as of December 1, 2010.

The City/CRA will be required to cover all of the costs to design and construct the improvements within the FECR right-of-way, in the amount of $281,464.15, and will be reimbursed at least 85% of the costs by the Volusia TPO.

Recommended Action/Motion:
Approval to prepare a Purchase Order for the Florida East Coast Railway in the amount of $281,464.15.

Funding Analysis: Budgeted __X__ If not budgeted, recommended funding account:
If funding is required, the 15% match in the amount of $42,219.62 will be taken from line item 12051502 567777, Mary Ave Streetscape, with a balance of $141,458. The remaining $239,244.53 will be taken from line item 12051502 548001 with a budgeted amount of $467,500 and will be restored upon reimbursement.

Exhibits Attached:

- Notification Letter from the Florida East Coast Railway, LLC
  (The fully Executed License Agreement is available for review at the CRA office)

Reviewed By:	Name	Signature
Department Director:	Tony Otte	Tony Otte

Commission Action:

Florida East Coast
RAILWAY, L.L.C.

December 1, 2010

File: 124/39/1457

NEW SMYRNA: GRADE CROSSING WIDENING
MARY AVENUE, MP 124+1,457' – FDOT# 271969H
FULLY EXECUTED LICENSE AGREEMENT

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

Dear Ms. Martin:

Please find enclosed, for your file, one fully executed License Agreement to cover the crossing widening to accommodate the sidewalk addition at Mary Avenue, Railway's milepost 124+1,457'. Please provide a PO in the amount of $281,464.15, and a letter of authorization to proceed. Once the Railway has received the aforementioned documents, we will order the track and signal equipment and install the crossing as authorized by this agreement.

Prior to you or your contractor entering into, or working on the Railway's right-of-way, you will need to contact Florida Sunshine at 1-800-432-4770 for utility locates, as you will be working around live fiber-optic cables at this location. You will also need to call 1-800-342-1131 ext 2377 to schedule a signal cable locate and watchman. Our signal cables are not listed with Sunshine and require a separate locate. Once you have received a SDL number from the Railway, contact Mr. Paul Nunchuck at the same number to schedule a watchman. The watchman will have to be scheduled 72 hours in advance of the start date for the work. To maintain a safe working environment, a watchman will have to be present anytime you or your contractor is working within the Railway's right-of-way. As information, the cost for a watchman is approximately $850.00 dollars per day. Also, your contractor will need to provide proof of insurance in the amounts shown in Exhibit D of the agreement.

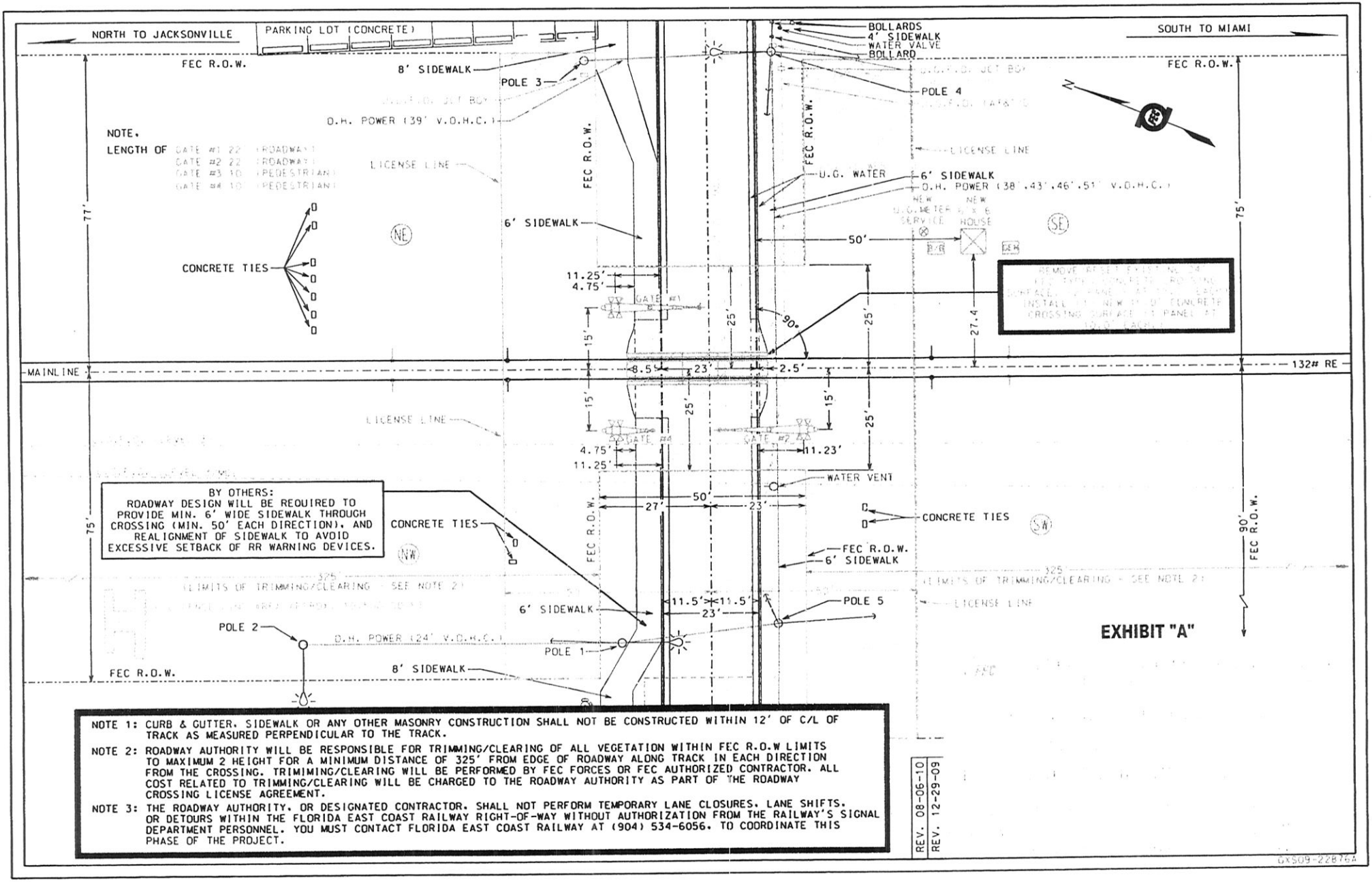
Should you have any questions or comments concerning the agreement or the procedures as outlined above, I can be reached at (904) 538-6056.

Sincerely,

Joseph L Schonder

Joseph (Leslie) Schonder
Project Engineer & Public Works

Enclosure



NOTE 1: CURB & GUTTER, SIDEWALK OR ANY OTHER MASONRY CONSTRUCTION SHALL NOT BE CONSTRUCTED WITHIN 12' OF C/L OF TRACK AS MEASURED PERPENDICULAR TO THE TRACK.

NOTE 2: ROADWAY AUTHORITY WILL BE RESPONSIBLE FOR TRIMMING/CLEARING OF ALL VEGETATION WITHIN FEC R.O.W LIMITS TO MAXIMUM 2 HEIGHT FOR A MINIMUM DISTANCE OF 325' FROM EDGE OF ROADWAY ALONG TRACK IN EACH DIRECTION FROM THE CROSSING. TRIMMING/CLEARING WILL BE PERFORMED BY FEC FORCES OR FEC AUTHORIZED CONTRACTOR. ALL COST RELATED TO TRIMMING/CLEARING WILL BE CHARGED TO THE ROADWAY AUTHORITY AS PART OF THE ROADWAY CROSSING LICENSE AGREEMENT.

NOTE 3: THE ROADWAY AUTHORITY, OR DESIGNATED CONTRACTOR, SHALL NOT PERFORM TEMPORARY LANE CLOSURES, LANE SHIFTS, OR DETOURS WITHIN THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY WITHOUT AUTHORIZATION FROM THE RAILWAY'S SIGNAL DEPARTMENT PERSONNEL. YOU MUST CONTACT FLORIDA EAST COAST RAILWAY AT (904) 534-6056, TO COORDINATE THIS PHASE OF THE PROJECT.

REV. 08-06-10
REV. 12-29-09

GX509-22876A

Florida East Coast
RAILWAY, L. L. C.

Estimate No.: 271969H 31-Jan-10

FLORIDA EAST COAST RAILWAY

(FECR)

NEW SMYRNA BEACH, (Volusia), FL
Mary Avenue

DOT# : 271969H
RR MP.: 124+1457'

FEC North Region

RAILROAD # : TBA
XORAIL# : GXS09-22876A

Summary

CROSSING WARNING SYSTEM (Includes all design, requisition, labor, materials, shop wiring, and installation)	**$255,960.00**
CROSSING RESURFACING (Includes all design, requisition, labor, materials, and installation)	**$10,000.00**
TRACK GRADE AND REHABILITATION (Includes all design, requisition, labor, materials, and installation)	**$0.00**
RAILROAD ENGINEERING (Includes RAILROAD Labor for all Engineering, Agency Coordination, and Project Management)	**$5,504.15**
CONTRACT ENGINEERING (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	**$10,000.00**
FREIGHT (Includes all additional Containerization, Freight, and Shipping Charges not included in other costs)	**$0.00**
POLELINE REMOVAL (Includes all Railroad Poleline Removal Charges not included in other costs)	**$0.00**
AC POWER SERVICE (Includes all Power Service Charges not included in other costs)	**$0.00**
SALVAGE (Includes all Salvage or Material)	**$0.00**
OTHER (Description Required)	**$0.00**
TOTAL ESTIMATE COST	**$281,464.15**

DATE: January 31, 2010

RESPONSIBLE PARTY:
Name: **City of New Smyrna Beach, FL**
Number: **A030027.02**
Contact: **Michelle Martin**

NOTE : This estimate should be considered void one year from the date of estimate.
This Estimate does NOT include Asphalt Work, Flagging, MOT, or Police Officers.
This Estimate is for a modified Crossing Surface with a life expectancy of 2 Years (Max).

Florida East Coast
RAILWAY

June 18, 2010

Michelle Martin,
CRA Project Manager
City of New Smyrna Beach
New Smyrna Beach, FL

Re: Letter of Understanding – Construction of Sidewalk/Pedestrian At-Grade Crossing with Warning Devices at Mary Avenue

Dear Ms. Martin:

The Florida East Coast Railway, LLC ("Railroad") agrees to permit the construction across its railroad right-of-way of a pedestrian at-grade crossing at Mary Avenue ("Crossing") by the City of New Smyrna Beach ("City"), as further set forth in this letter. The following summary is intended to provide a framework for the definitive agreement between the parties.

- The City will be requesting FHWA funding for the construction of the Crossing.
- The estimate for the costs to construct the Crossing is attached hereto.
- The plan for the Crossing is attached hereto.
- The parties will enter into a license agreement on mutually agreeable terms for both the Crossing and the adjacent roadway.
- Any legal or financial costs incurred by each party shall be borne by such party.

It is anticipated that a mutually acceptable contract between Railroad and the City will be negotiated and executed by August 31, 2010. It is also agreed that, after such date, either party may cancel or suspend the work being performed under this Letter of Understanding with thirty (30) days written notice to the other.

The parties acknowledge and agree that this Letter of Understanding is not intended to be a binding agreement as to any matters outside of its limited scope, but merely a statement of their mutual understandings in principle, and that by execution hereof, neither of them shall have any legal obligations whatsoever by reason of this Letter of Understanding other than as expressly and specifically set forth above.

Time is of the essence for negotiating and consummating a definitive agreement.

Ph: (904) 538-6049 • Fax: (904) 256-0531
7411 Fullerton St. · Jacksonville, FL 32256

NEW BUSINESS

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Tony Otte

Meeting Date: December 8, 2010

Action Item Title: Preparation for the Joint Workshop with the City Commission on New Programs

Agenda Section: Consent_____ Public Hearing_____ Special Items___x__

Summary Explanation and Background

The joint workshop with the City Commission to discuss and formulate new CRA programs is scheduled for 3:30 pm immediately following the next regular CRA meeting on January 12, 2011 at 1 pm.

Staff requests discussion in preparation for this meeting. For information on possible new programs, staff has reviewed three sources of information:

- CRA meeting minutes, for comments and suggestions on program elements made in the past year;
- Information provided in the CRA Master Plan Update on programs in other CRAs; and
- Specific information gathered from other CRAs (program descriptions).

Comments made concerning new programs during CRA meetings in the past year include the following:

1. Alleviation of the current parking requirements (comment made at the February CRA meeting). On December 6 the Planning and Zoning Board will review expanding the special parking district in the Canal St area which reduces the parking requirements by 50%. The Flagler Ave Special Parking District will be reviewed at a future meeting. On a related note, the Economic Development Advisory Board has suggested exploring the suspension of several City fees including parking leases for a period of time.

2. All parties to an incentive grant request to be vested – both the business owner and the property owner – need to be appropriately vested in the project. (November CRA meeting)

3. A package for each grant must be submitted including:
   a. Architectural Plans
   b. Data on the number of customers
   c. Data on the economic impact of customers coming to a destination location, such as a restaurant, using generic measures (November CRA meeting)
   d. The ability of the CRA to issue grants or loans, with a promissory note. The loans would be low interest or low interest. (November 3)

Summary Explanation and Background cont:

4. During the discussion of a new program being proposed, a dollar for dollar match was proposed. (August CRA meeting)

5. Tailoring the incentive to each project's individual need and economic benefit. Project assistance would relate the incentives paid to a percentage of the direct impact of the development reflected in the tax roll, and the economic impact on the community (April CRA meeting)

6. Aid to smaller businesses (April CRA meeting)

7. A program related to the Arts Overlay District (March CRA meeting)

The attached information is divided into sections: there is the 18 page survey from the CRA Master Plan update that lists a variety of programs that AECOM felt may be of interest. The majority of these programs are in the same dollar range as our current programs. The remaining pages are programs in other CRAs that staff has identified which may be of interest. There is a schedule of programs from the Kissimmee CRA, and it was learned that there have also been individual contracts negotiated with specific requirements that do not fit in an existing program. Such contracts must fit with the directives in their CRA plan. This approach was mentioned at the last meeting, and it was stated that this type of arrangement is open to challenge from other potential grantees if there is not an RFP as a part of the process.

There are a number of options for new programs here including the following:

1. Raise the dollar amount for the existing commercial renovation programs that could be available under certain circumstances (with certain business types or location types eligible for higher amounts) to encourage more applications;
2. Develop one or more new programs. The programs in other CRAs are available as models. For example, taking the basic idea from the DeLand "underutilized building grant", there are several properties that have been discussed in the past for possible grant assistance (such as the Badcock Building and the DolphinView Restaurant) that may be the subject of a program developed for priority properties. Priority could be defined as having specific mention in the CRA Master Plan Update, or meeting certain locational criteria – such as on a prominent, high traffic corner, on a regionally important natural feature, etc.

I welcome discussion on this topic before the meeting, so please call me if you have any questions.

Recommended Action/Motion:
No staff recommendation at this time.

Funding Analysis: Budgeted___x_____ If not budgeted, recommend funding account:
No funding is being requested at this time.

Exhibits Attached:
a. Review of Program information from other CRAs b. Review of Current Programs

Reviewed By:	Name	Signature
CRA Director	Tony Otte	Tony Otte

Kissimmee

REDEVELOPMENT ASSISTANCE AGREEMENT

THIS REDEVELOPMENT ASSISTANCE AGREEMENT (this "Agreement") is made as of this ____ day of _____, 2010, between the KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("CRA"), and Kathy Sheive Trustee ("Developer").

WHEREAS, the CRA desires to encourage and assist projects in its Community Redevelopment Area (the "Area") that further the purposes and goals of its Community Redevelopment Plan (the "Plan"), including the redevelopment of the City of Kissimmee's downtown area;

WHEREAS, the CRA is empowered (i) to receive funding from non-exempt taxing authorities having property-tax jurisdiction within the Area, for deposit into a trust fund established pursuant to Section 163.387, Florida Statutes and (ii) to use the funds on deposit in the trust fund to implement its Plan;

WHEREAS, Developer is the owner of real property located at 8 Broadway Avenue, Kissimmee, Florida (the "Property");

WHEREAS, the Property is located within the Area;

WHEREAS, Developer intends to redevelop the Property by creating additional storefronts along Ruby Avene (the "Project");

WHEREAS, the Developer is ready and willing to undertake the risks and most of the costs of redeveloping the Property;

WHEREAS, in order to undertake and succeed with the Project, the Developer has expressed to the CRA that the Developer needs financial assistance;

WHEREAS, the CRA wants the Developer to undertake the Project, complete it, and operate it successfully;

WHEREAS, in consideration of the Developer agreeing to undertake the Project, the CRA is willing to financially assist the Developer; and

WHEREAS, the CRA and the Developer now desire to enter into this Agreement to set forth their obligations pertaining to the Developer's redevelopment of the Property and the CRA's financial assistance for its redevelopment.

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

Article 1. Purpose. The purpose of this Agreement is to further the purposes of the Plan by providing financial assistance to induce the Developer to redevelop the Property by adding additional storefronts to enforce connection between downtown and the lakefront.

Article 2. Financial Assistance. The CRA grants $10,000.00 (the "Grant") to the Developer as an inducement for the Developer to redevelop the Property by adding four storefronts.

Article 3. Redevelopment of the Property. In consideration for the CRA's Grant for $10,000.00, the Developer agrees to redevelop the Property by adding four storefronts to better utilize the property and provide commercial/retail connection between downtown and the lakefront.

Article 5. Disbursement. The CRA shall disburse the Grant only upon completion and passed inspection by the City of Kissimmee Building Department.

Article 6. Default and Delay.

6.1 Default. In the event of any default under this Agreement, the defaulting party, upon written notice from the other shall proceed immediately to cure the default and shall cure the default within thirty days after receipt of the written notice. If the CRA is the defaulting party and fails to cure such default within thirty days, the Developer shall have the remedy of specific performance, and no other. If the defaulting party is the Developer, the CRA's obligation to disburse the Grant shall cease and the CRA may terminate this Agreement.

6.2 Delay. In the event of delay in performance by either party under this Agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of government, acts of the other party, war, terrorist attack, fires, floods, strikes, freight embargoes, economic calamity, unusually severe weather, or delays of subcontractors due to such causes, the time for performance of obligations set forth in this Agreement shall be extended for the period of the enforced delay, provided the party seeking the benefit of the provisions of this paragraph shall, within thirty days after the beginning of any such enforced delay, have notified the other party in writing of the causes and requested such extension.

Article 7. Termination. Either party may terminate this Agreement, provided thirty days written notice is given to the other party. In the event either party terminates this Agreement, the CRA shall be obligated to pay the Grant only if City of Kissimmee has approved and all work has passed inspection by City of Kissimmee Building Department for the Property.

Article 8. Notices and Other Communications. All notices or other communications given by either party to the other shall be in writing and shall be sent by (i) certified or registered United States Mail, postage prepaid, return receipt requested, (ii) personal delivery with a signed receipt, or (iii) a recognized national courier service, addressed as follows:

Developer:	Kathy Sheive - Trustee 202 Broadway Kissimmee, Florida 34741
CRA:	Kissimmee Community Redevelopment Agency 320 E. Monument Avenue Kissimmee, FL 34741 Attn: Gail Hamilton, CRA Director

Article 9. Miscellaneous

9.1 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue and jurisdiction for any dispute arising out of this Agreement shall be in Osceola County, Florida.

9.2 Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, and its material requirements may not be waived, except by (i) express vote of the CRA board of commissioners and (ii) a further agreement or waiver (as applicable) in writing duly executed by the parties hereto. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of the Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition.

9.3 Severability. If any provision of the Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

10.4 Effective Date. The effective date of this Agreement shall be the date on which this Agreement is signed by the last party to sign.

WHEREAS, the parties have set their hands on the date set forth above:

Witnesses:

KATHY SHEIVE TRUSTEE
DEVELOPER

_____

_____

By: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, Developer. He is personally known to me or has produced a valid Florida drivers' license as identification.

(SEAL)

_____
Printed/Typed Name:
Notary Public-State of Florida

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF KISSIMMEE, FLORIDA

By: Its Board of Commissioners

By: _____,
Sherry Evans, Chair of the Board

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, Chair of the Board for the Agency. She is personally known to me or has produced a valid Florida drivers' license as identification.

(SEAL)

_____
Printed/Typed Name:

REDEVELOPMENT ASSISTANCE AGREEMENT

[Sumner Place Project]

THIS REDEVELOPMENT ASSISTANCE AGREEMENT (this "Agreement") is made as of this _____ day of _____ , 2005, between the KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic ("CRA"), and ALLAN FENEMORE ("Developer").

RECITALS:

WHEREAS, the CRA was created pursuant to Part III, Chapter 163, Florida Statutes (the "Redevelopment Act") for the purpose of redeveloping a blighted area within the boundaries of the CRA of Kissimmee (the "Redevelopment Area"), pursuant to the a community redevelopment plan for the Redevelopment Area (the "Redevelopment Plan"); and

WHEREAS, the CRA is empowered by the Redevelopment Act to collect in each year the increment revenues from each non-exempt taxing authority (as defined in the Redevelopment Act) having jurisdiction within the Redevelopment Area (the "Increment Revenues") for deposit into a trust fund established pursuant to Section 163.387, Florida Statutes (the "Redevelopment Trust Fund") and to apply the amounts on deposit therein to the implementation of the Redevelopment Plan; and

WHEREAS, it is a specific goal of the Redevelopment Plan to facilitate quality residential development in the Redevelopment Area; and

WHEREAS, Developer is the owner of that certain real property located at 913 Sumner Street in the corporate limits of the CRA of Kissimmee and within the boundaries of the community redevelopment area and the Beaumont neighborhood (the "Property") on which Developer intends to develop a residential project consisting of ten (10) new town home residential units (the "Project"); and

WHEREAS, the Project is located within the Redevelopment Area, and the CRA has determined that there is a need to support residential development in the Redevelopment Area; and

WHEREAS, due to the lack of historic data on private investment in this area, particularly for market rate housing, this should be considered a "pioneering effort" due to the relatively high-risk nature of the Project; and

WHEREAS, the Developer's program calls for each 2,480 square foot unit to be sold in the $225,000 - $235,000 price range.

WHEREAS, based on projected assessments and assuming a $25,000 homestead exemption on each unit, the total projected increment revenues generated from the Project would be approximately $17,000 per year; and

WHEREAS, in a letter to the CRA dated January 12, 2005, Developer has requested financial assistance from the CRA in order to undertake the Project; and

WHEREAS, the CRA's consultant, RERC, has recommended that the CRA pay certain impact and permitting fees for the entire ten units at a per unit cost of $13,693

WHEREAS, CRA and Developer now desire to enter into a definitive agreement concerning their respective obligations prior to the commencement of construction of the Project with respect to the payment of Increment Revenues by CRA to the Developer.

NOW, THEREFORE, it is hereby mutually agreed by and between the parties hereto that this Agreement is made upon the terms, covenants and conditions hereinafter set forth.

ARTICLE I DEFINITIONS

For all purposes of this Agreement, the following terms shall have the following meanings:

"Agency" means the Kissimmee Community Redevelopment Agency, and any assignee or transferee of all of the Agency's rights, obligations and interests herein, from and after the date of any such assignment or transfer thereof (by operation of law or otherwise); provided, however that any such assignment shall be permitted only if such assignee or transferee is a governmental or quasi-governmental body or entity (including, without limitation, the CRA or any agency thereof).

"Agency Indemnified Party or Parties" means, collectively, Agency and the CRA and their respective elected and appointed officials (including the Chair, the Members, the Mayor and the Commissioners), directors, officers, shareholders, members, employees, permitted successors and assigns and agents and affiliates of such Persons (and the respective heirs, legal representatives, successors and assigns of any of the foregoing).

"Agreement" means, collectively, this Redevelopment Assistance Agreement and all exhibits and attachments hereto, as any of the same may hereafter be supplemented, amended, restated, severed, consolidated, extended, revised and otherwise modified, from time to time, either in accordance with the terms of this Agreement or by mutual written agreement of the Parties.

"Business Day" or "business day" means a day other than Saturday, Sunday or a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed.

"Certificate of Occupancy" shall mean a final certificate of occupancy for the Project, issued by the CRA.

"Chair" means the chairperson of the governing body of Agency.

"City" means the CRA of Kissimmee, Florida.

"Commence" or "Commencement," as such terms relate to the commencement of construction required hereunder, means the issuance by the CRA of the permit required for the commencement of site work pursuant to and in accordance with such permit.

"Controlling Interest" *means the* ownership, directly or indirectly, of, or other legal right to direct *the* voting of, 50% or more of the voting interests in a Person or the governing body of such Person.

"Default" means any condition or event, or failure of any condition or event to occur, which constitutes, or would after the giving of notice, lapse of time or both, constitute (in accordance with the terms of this Agreement), an Event of Default.

"Default Notice" has the meaning provided in Section 5.1 below.

"Developer" means Developer (and any assignee or transferee of the Developer that is permitted under this Agreement, from and after the date of *such* permitted assignment or transfer).

"Effective Date" shall have the meaning set forth in Section 9.6 below.

"Event of Default" has the meaning provided in Section 5.1 below.

"Increment Revenues" means the increment revenues attributable to the entire Redevelopment Area for deposit into the Redevelopment Trust Fund pursuant to Section 163.387 of the Redevelopment Act.

"Member" means a member of the governing body of the CRA.

"Notice" has the meaning provided in Section 8.1 below.

"Party" means Developer or Agency as indicated by the context.

"Parties" means, collectively, the Developer and the Agency.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, estate, unincorporated association or other entity; any federal, state, county or municipal government or any bureau, department, political

subdivision or agency thereof, and any fiduciary acting in such capacity on behalf of *any of the* foregoing.

"Project" means the development of ten (10) town home residential units at 913 Sumner and each unit will consist of approximately 2,480 square feet and will be priced in the range of $225,000 to $235,000.
Project Increment Revenues" shall mean the amount deposited in the Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, which is attributable to the Project using 2005 as the base year for calculation of such increment revenues.

"Property" means the real property located at 913 Sumner.

"Redevelopment Area" shall mean the blighted area within the boundaries of the CRA designated as a community redevelopment area.

"Redevelopment Plan" shall mean the "plan for redevelopment of the Redevelopment Area" adopted by the CRA Commission of the CRA of Kissimmee, Florida.

"Redevelopment Trust Fund" means the trust fund established pursuant to Section 163.387 of the Redevelopment Act for the deposit of increment revenues attributable to the Redevelopment Area.

"State" means the State of Florida.

"Substantial Completion" shall mean the completion of the project, as evidenced by the issuance of a Certificate of Occupancy for such facility.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Unavoidable Delays" means delays due to any of the following (provided that such delay is beyond a Party's reasonable control); strikes, slowdowns, lockouts, acts of God, inability to obtain labor or materials, war, enemy action, civil commotion, fire, casualty, abnormal weather conditions, a court order which causes a delay (unless resulting from disputes between or among the party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging party), or other such cause beyond such Party's reasonable control. Such Party shall use reasonable good faith efforts to notify the other Party not later than twenty (20) days after such Party knows of the occurrence of an Unavoidable Delay. In no event shall (i) any Party's financial condition or inability to fund or obtain funding or financing constitute an "Unavoidable Delay" with respect to such Party and (ii) any delay arising from a Party's (or its Affiliate's) default under any Project Document constitute an "Unavoidable Delay" with respect to such Party's obligations hereunder.

ARTICLE II
Recitals

2.1 Recitals. The recitals set forth in the Whereas clauses above are hereby approved and adopted by the Parties and incorporated herein..

2.2 Finding. The CRA hereby finds that in order for the Developer to undertake the Project the CRA will need to provide financial assistance to the Project..

ARTICLE III
PROJECT INCREMENT REVENUES

3.1 Purpose of Agreement. In consideration for the Developer's mutual agreements herein provided, the CRA covenants and agrees to pay to the governmental authorities responsible for issuing permits for the Project the amount of $121,473, including a $15,457 impact fee credit on Property, for the costs of such permits and approval.

3.4 Obligations-Maximum increment Payment Determination of Eligibility Upon the issuance of a Certificate of Occupancy, the Developer shall provide the CRA Certification as to the completion of the Project.

ARTICLE IV
EVENTS OF DEFAULTS; BREACH; REMEDIES

5.1 Event of Default. In the event of any default under this Agreement (an "Event of Default"), the defaulting party, upon written notice from the other (the "Default Notice"), shall proceed immediately to cure the default and shall cure the default within 60 days after receipt of the Default Notice (the "Cure Period"). If CRA is the defaulting party and fails to cure such default within the Cure Period, the Developer shall have all available legal remedies. If the defaulting party is the Developer, then the CRA's obligation to make Project Increment Revenue payments shall cease.

5.2 Litigation; Attorneys' Fees and Costs. In the event of litigation, the prevailing party shall be entitled to recover from the non-prevailing party its attorneys' fees and costs, including legal assistants and law clerks, at trial and appellate levels..

5.3 Delay. In the event of delay in performance of either party hereto under this agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of government, acts of the other party, fires, floods, strikes, freight embargoes, unusually severe weather, or delays of

subcontractors due to such causes, the time for performance of such obligations shall be extended for the period of the enforced delay, provided the party seeking the benefit of the provisions of this paragraphs shall, within 30 days after the beginning of any such enforced delay, have notified the other party in writing of the causes and requested such extension.

5.4 Enforcement of Performance; Damages; and Termination. If an Event of Default occurs, THE CRA may elect to do any or all of the following: (i) enforce performance or observance by Developer of the applicable provisions of this Agreement or (ii) terminate this Agreement and the Agency's obligation for Project Increment Revenue funding as herein provided.

5.5 Strict Performance. No failure by Agency to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such party by reason of Developer's Default or an Event of Default, and no payment or acceptance of full or partial payments of amount due under this Agreement during the continuance (or with Agency's knowledge of the occurrence) of any Default or Event of Default, shall constitute a waiver of any such Default or Event of Default or of such covenant, agreement, term or condition or of any other covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed or complied with by either party, and no default by either party, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any Default or Event of Default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent Default. Payment by Developer to Agency of any amounts due under this Agreement shall be without prejudice to, and shall not constitute a waiver o f Developer against Agreement or at law or in equity. Developer's compliance with any request or demand made by Agency shall not be deemed a waiver of Developer's right to contest the validity of such request or demand.

5.6 Remedies Under Bankruptcy and Insolvency Codes If an order for relief is entered or if any stay of proceeding or other act becomes effective against Developer or in any proceeding which is commenced by or against Developer, under the present or any future federal bankruptcy code or in a proceeding which is commenced by or against Developer, seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any other present or future applicable federal, state or other bankruptcy or insolvency statute or law, Agency shall be entitled to invoice any and all rights and remedies available to it under such bankruptcy or insolvency code, statute or law or this Agreement.

ARTICLE VI
REPRESENTATIONS

6.1 No Brokers. Agency and Developer each represents to the other that it has not dealt with any broker, finder or like entity in connection with this Agreement or the transactions contemplated hereby, and each party shall indemnify the other against any

claim for brokerage commissions, fees or other compensation by any Person alleging to have acted for or dealt with the indemnifying party in connection with this Agreement or the transactions contemplated hereby.

6.2 Authority to Execute. Agency and Developer each represents to the other that each Person executing this Agreement on behalf of Agency or Developer (or in any representative capacity), as applicable, has full right and lawful authority to execute this Agreement. Developer agrees to furnish to Agency on or prior to the date of execution of this Agreement true and correct copies of such instruments or documents evidencing, to Agency's reasonable satisfaction, the authority of each such Person executing this Agreement on behalf of Developer (or in any representative capacity).

6.3 Representation. Developer confirms that, except for the representations contained in Section 6.1 and 6.2 above (and any other representation expressly set forth in this Agreement), (i) no representations, statements or warranties, express or implied, have been made by, or on behalf of, Agency with respect to the transactions contemplated by this Agreement and (ii) Developer has relied on no such representation, statements or warranties.

6.4 Survival. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE VII
CERTIFICATES BY AGENCY AND DEVELOPER

7.1 Certificate of Developer. Developer shall, within fifteen (15) days after request by Agency for reasonable purposes, execute, acknowledge and deliver to Agency, or such other Person specified by Agency, a written statement (which may be relied upon by such Person) (a) certifying that this Agreement is unmodified and in full force and effect (or if there are modifications, that this Agreement, as modified, is in full force and effect and stating such modifications) (and, if so requested, that the annexed copy of this Agreement is a true, correct and complete copy of this Agreement), and (b) stating (i) whether Developer has given Agency written notice of any default, or any event that, with the giving of notice or the passage of time, or both, would constitute a default, by Agency in the performance of any covenant, agreement, obligation or condition contained in this Agreement, which default or event has not been cured, and (ii) whether, to the actual knowledge of Developer (but without independent inquiry), Agency is in default in performance of any covenant, agreement obligation or condition contained in this Agreement, and if so, specifying in detail each such default.

7.2 Certificate of Agency. Agency shall, within fifteen (15) days after request by Developer for reasonable purposes, execute, acknowledge and deliver to Developer, or such other Person specified by Developer, a

written statement (which may be relied upon by such Person) (a) certifying that this Agreement is unmodified and in full force and effect (or if there are modifications, that this Agreement, as modified, is in full force and effect and stating such modifications) (and, if so requested, that the annexed copy of this Agreement is a true, correct and complete copy of this Agreement), and (b) stating (i) whether an Event of Default has occurred or whether Agency has given Developer written notice of any default, or any event that, with the giving of notice or the passage of time, or both, would constitute an Event of Default, which Default or Event of Default has not been cured, and (ii) whether, to the actual knowledge of Agency (but without independent inquiry), Developer is in default in the performance of any covenant, agreement, obligation or condition contained in this Agreement, and, if so, specifying, in detail, each such Default or Event of Default and concerning such other matters as reasonably requested by Developer.

ARTICLE VIII
NOTICES, CONSENTS AND APPROVALS

8.1 Notices and Other Communications

(a) Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Project Site, each such notice, demand, request, consent, approval or other communication (referred to in this Section 8.1 as a "Notice") shall be in writing (whether or not so indicated elsewhere in this Agreement) and shall be effective for any purpose only if given or served by (i) certified or registered United States Mail, postage prepaid, return receipt requested, (ii) personal delivery with a signed receipt or (iii) a recognized national courier service, addressed as follows:

Developer:	Allan Fenemore PO Box 450182 Kissimmee, FL 34745
CRA:	Kissimmee Community Redevelopment Agency 320 E. Monument Avenue Kissimmee, FL

(b) Any Notice may be given in the manner provided in this Section 10.1 on either party's behalf by its attorneys designated by such party by Notice hereunder.

(c) Every Notice shall be effective on the date actually received,

as indicated on the receipt therefore or on the date delivery thereof is refused by the recipient thereof.

(d) All references in this Agreement to the "date" of Notice shall mean the effective date, as provided in the preceding subsection (c).

ARTICLE IX
MISCELLANEOUS

9.1 Governing Law. This Tax Increment Financing Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Exclusive venue and jurisdiction for any dispute arising out of this Agreement shall be in Osceola County, Florida.

9.2 Amendments and Waivers. This Tax Increment Financing Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto. No failure by any Party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of the Tax Increment Financing Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party hereto, by notice, may, but shall not be under any obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter the Tax Increment Financing Agreement but each and every agreement, term and condition of the Tax Increment Financing Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof as may otherwise be provided herein. All the terms, provisions and conditions of this Tax Increment Financing Agreement shall inure to the benefit of and be enforceable by the Parties hereto, and their respective successors and assigns. The Tax Increment Financing Agreement shall not be construed more strictly against one Party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Parties have contributed substantially and materially to the preparation of the this Agreement.

9.3 Captions. The captions of this Tax Increment Financing Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Tax Increment Financing Agreement or the intent of any provision hereof.

9.4 Severability. If any provision of the Tax Increment Financing Agreement or the

application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the Tax Increment Financing Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

9.5 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered to be an original, and all collectively deemed one instrument.

9.6 Effective Date. The effective date of this Agreement shall be the date on which this Agreement is signed by the last party to sign.

WHEREAS, the parties have set their hands on the date set forth above:

Witnesses:

ALLAN FENEMORE

_____

_____

KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY

By: _____
Chair

Attest:

_____
Secretary

REDEVELOPMENT ASSISTANCE AGREEMENT

THIS REDEVELOPMENT ASSISTANCE AGREEMENT (this "Agreement") is made as of this ____ day of _____, 2010, between the KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("CRA"), and John Reich ("Developer").

WHEREAS, the CRA desires to encourage and assist projects in its Community Redevelopment Area (the "Area") that further the purposes and goals of its Community Redevelopment Plan (the "Plan"), including the redevelopment of the City of Kissimmee's Oak Street Corrider area;

WHEREAS, the CRA is empowered (i) to receive funding from non-exempt taxing authorities having property-tax jurisdiction within the Area, for deposit into a trust fund established pursuant to Section 163.387, Florida Statutes and (ii) to use the funds on deposit in the trust fund to implement its Plan;

WHEREAS, Developer is the owner of real property located on the North side of Oak Street between Brack Street and the Rail Road Tracks known as East Oak Plaza, Kissimmee, Florida (the "Property");

WHEREAS, the Property is located within the Area;

WHEREAS, Developer intends to develop the Property by creating a Neighborhood Commercial/Retail Development (the "Project");

WHEREAS, the Developer is ready and willing to undertake the risks and most of the costs of developing the Property;

WHEREAS, in order to undertake and succeed with the Project, the Developer has expressed to the CRA that the Developer needs financial assistance;

WHEREAS, the CRA wants the Developer to undertake the Project, complete it, and operate it successfully;

WHEREAS, in consideration of the Developer agreeing to undertake the Project, the CRA is willing to financially assist the Developer; and

WHEREAS, the CRA and the Developer now desire to enter into this Agreement to set forth their obligations pertaining to the Developer's development of the Property and the CRA's financial assistance for its development.

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

Article 1. Purpose. The purpose of this Agreement is to further the purposes of the Plan by providing financial assistance to induce the Developer to develop the Property by developing a Neighborhood Commercial/Retail Project to meet the needs of the residents and workers in the area.

Article 2. Financial Assistance. The CRA grants $36,000.00 (the "Grant") to the Developer as an inducement for the Developer to develop the Property.

Article 3. Development of the Property. In consideration for the CRA's Grant for $36,000.00, the Developer agrees to develop the Property with upgrades to the façade of the East Oak Plaza Project including: Brick and stone treatments with tile accents, fabric awnings over store fronts, two tower treatments including concrete tile accents. The Developer also agrees to rezone the Project to Neighborhood Commercial/Retail. Provide the CRA with copies of all Retail Lease Agreements for the project. The entire project will produce Ad Valorem taxes with no exemptions. Provide the CRA a copy of the Certificate of Occupancy from the City of Kissimmee. Meet all City Requirements.

Article 5. Disbursement. The CRA shall disburse the Grant only upon completion and passed inspection by the City of Kissimmee Building Department.

Article 6. Default and Delay.

6.1 Default. In the event of any default under this Agreement, the defaulting party, upon written notice from the other shall proceed immediately to cure the default and shall cure the default within thirty days after receipt of the written notice. If the CRA is the defaulting party and fails to cure such default within thirty days, the Developer shall have the remedy of specific performance, and no other. If the defaulting party is the Developer, the CRA's obligation to disburse the Grant shall cease and the CRA may terminate this Agreement.

6.2 Delay. In the event of delay in performance by either party under this Agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of government, acts of the other party, war, terrorist attack, fires, floods, strikes, freight embargoes, economic calamity, unusually severe weather, or delays of subcontractors due to such causes, the time for performance of obligations set forth in this Agreement shall be extended for the period of the enforced delay, provided the party seeking the benefit of the provisions of this paragraph shall, within thirty days after the beginning of any such enforced delay, have notified the other party in writing of the causes and requested such extension.

Article 7. Termination. Either party may terminate this Agreement, provided thirty days written notice is given to the other party. In the event either party terminates this Agreement, the CRA shall be obligated to pay the Grant only if City of Kissimmee has approved and all work has passed inspection by City of Kissimmee Building Department for the Property.

Article 8. Notices and Other Communications. All notices or other communications given by either party to the other shall be in writing and shall be sent by (i) certified or registered

United States Mail, postage prepaid, return receipt requested, (ii) personal delivery with a signed receipt, or (iii) a recognized national courier service, addressed as follows:

Developer:	John Reich 2701 Michigan Avenue Suite J Kissimmee, Florida 34744
CRA:	Kissimmee Community Redevelopment Agency 101 Church Street Kissimmee, FL 34741 Attn: Gail Hamilton, CRA Director

Article 9. Miscellaneous

9.1 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue and jurisdiction for any dispute arising out of this Agreement shall be in Osceola County, Florida.

9.2 Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, and its material requirements may not be waived, except by (i) express vote of the CRA board of commissioners and (ii) a further agreement or waiver (as applicable) in writing duly executed by the parties hereto. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of the Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition.

9.3 Severability. If any provision of the Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

10.4 Effective Date. The effective date of this Agreement shall be the date on which this Agreement is signed by the last party to sign.

WHEREAS, the parties have set their hands on the date set forth above:

Witnesses:

JOHN REICH
DEVELOPER

_____

_____

By: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, Developer. He is personally known to me or has produced a valid Florida drivers' license as identification.

(SEAL)

_____
Printed/Typed Name:
Notary Public-State of Florida

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF KISSIMMEE, FLORIDA

By: Its Board of Commissioners

By: _____,
Sherry Evans, Chair of the Board

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, Chair of the Board for the Agency. She is personally known to me or has produced a valid Florida drivers' license as identification.

(SEAL)

_____
Printed/Typed Name:

Community Redevelopment Agency
Commercial Grant Program

Matching Facades or Sign

Funding Structure:
Matching dollar for dollar expenditure after work is complete. Limit of $1,500 for façade work or $750 for signage.

Criteria for Program:
Guidelines:
- Only one Matching Grant will be awarded for one category per structure/business.
- Original façade restoration is preferred.
- If not historic, historic design can be done.
- Project needs to work with whole building
- Color schemes should harmonize.
- Not for general repair or code abatement.
- Government and non-profits not eligible.
- Outside estimates for work done by owner.
- Must remain in its approved design for a period of 5 years.

Boundaries:
CRA District

Matching Façade Rehabilitation

Funding Structure:
Matching dollar for dollar expenditure after grant is approved and work is complete. Limit of $5,000 for façade work (exterior).

Criteria for Program:
- Only on Matching Façade Rehabilitation Grant will be awarded per structure.
- Building must be structurally sound
- Must meet or have plan to meet minimum building and Life Safety Codes
- Property taxes must be current.
- NOT ELIGIBLE – Government offices, non-profits, or residential conversions.
- Must remain in its approved design for a period of 5 years.

Ineligible Improvements:
- Interior Improvements
- Electrical work (except signage and exterior lighting)
- Roof and chimney repairs
- Merchandising signs
- Aluminum or vinyl siding
- Seasonal plantings
- 20% maximum of loan on landscaping

Boundaries:
CRA Overlay District

Matching Revitalization

Funding Structure:
Matching dollar for dollar expenditure after grant is approved and work is complete. Limit of $5,000 to perform general repairs and/or work to comply with current city, county and state codes to occupy the building.

Criteria for Program:
- Only one Matching Revitalization Grant will be awarded per structure.
- NOT ELIGIBLE – Government offices, non-profits, or residential conversions.
- The building must meet or have approved plans for revitalization to meet building and life safety codes.
- Property taxes must be current.
- Business must commit to hour of operation that extends to 6 p.m.
- Business must be a retail sales establishment as outlined in the City of Kissimmee Land Development Code § 14-2-30.
- Must remain in its approved design for a period of 5 years.

Boundaries:
CRA Overlay District

Water and Sewer Impact Fee Assistance

Funding Structure:
Half of the Impact Fees will be paid by CRA—remaining half paid by business over next five years, in five interest free equal payments.

Evaluation Criteria:
- Restaurants
- Specialty Shops
- Gifts & Cards
- Arts & Crafts
- Book Stores
- Gourmet Food Shops

Criteria for Program:
- Only one Impact Fee Assistance program per business.
- NOT ELIGIBLE – Government offices, non-profits, or residential conversions.
- If business closes within 5 years, only potion paid by owner remains w/building.

Boundaries:
B-1, Main Street Corridor, and B-3 (bounded by Orlando Ave., Beaumont Ave, south of Emmett, north of Bryan)

Applications available online @ www.kissimmeecra.com

No work shall begin until written approval from CRA has been received

Community Redevelopment Agency
Residential Grant Program

Matching Facade

Funding Structure:
Matching dollar for dollar expenditure after work is complete. Funds will be matched up to $1,500.

Criteria for Program:
- Only one Matching Facade grant awarded per residential structure.
- No grant monies or matching monies shall be used ot perform general repair, structural or habitable work or otherwise to meet code to occupy structure.
- Structure must remain in its approved design for a period of 2 years.

Boundaries:
CRA Overlay District

Matching Rehabilitation

Funding Structure:
Matching dollar for dollar expenditure after work is complete. Funds will be matched up to $5,000.

Criteria for Program:
- Only one Matching Rehabilitation Grant awarded per residential structure.
- Structure must be owner occupied.
- No grant monies or matching monies shall be used to perform general repair, structural or habitable work or otherwise to meet code to occupy structure.
- Housing structure must remain residential for five years from date of grant agreement.

Boundaries:
CRA Overlay District

Paint Voucher

Funding Structure:
CRA will reimburse the cost of paint for the exterior only.

Criteria for Program:
- Only one Paint Voucher awarded per residential structure.
- Structure must be owner occupied.
- All color schemes shall accent the structure as well as adjacent structures.
- Housing structure must remain residential for five years from date of grant agreement.

Boundaries:
CRA Overlay District

Consulting Services

Funding Structure:
CRA will pay up to $500 per floor of residential structure.

Professional services would include, but are not limited to General Contractors, Structural Engineers, Architects and Design Consultants, who are licensed by the State of Florida.

Criteria for Program:
- Only one Consulting Services Grant awarded per residential structure.
- Structure must be owner occupied.
- Exclusive to the Matching Rehabilitation grant.
- Structure must remain residential for five years from date of grant agreement.

Boundaries:
CRA Overlay

Impact Fee Assistance

Funding Structure:
50% of impact fees paid by the CRA. Remaining 50% to be paid by resident or developer over a five (5) year period in interest free annual payments.

Criteria for Program:
- Only one Impact Fee Assistance Grant awarded per residential structure.
- Structure must be owner occupied.
- Housing structure must remain residential for five years from date of grant agreement.

Boundaries:
CRA Overlay District

Applications available online @ www.kissimmeecra.com

No work shall begin until written approval from CRA has been received

Community Redevelopment Agency
Residential Grant Program

Owner Occupancy Incentive

Funding Structure:

Multifamily or Office Conversion restored to single family - $20,000

Single family detached housing (zoned RB-2, RPB or currently renter occupied) - $10,000

Single family detached infill housing - $ 10,000

Criteria for Program:

- Property owner must qualify to purchase the home without using grant as down payment assistance.
- Homebuyer must reside and claim homestead exemption on the subject property for a minimum of 5 years.
- A 5 year encumbrance will be placed on the property.
- Property must be rezoned to a single-family residential zoning category.

Boundaries:

CRA Overlay District

Live Where You Work

Funding Structure:

Eligible employees of employers within the CRA Overlay District - $10,000

Criteria for Program:

- Property owner must qualify to purchase the home without using grant as down payment assistance.
- Homebuyer must reside and claim homestead exemption on the subject property for a minimum of 5 years.
- A 5 year encumbrance will be placed on the property.

Boundaries:

CRA Overlay District – excluding properties within the B-1 zoning district

Teacher Housing Assistance

Funding Structure:

$3,000 Matching Funds to educators that work at schools serving the children which live within the boundaries of the CRA Overlay District.

Criteria for Program:

- Property owner must qualify to purchase the home without using grant as down payment assistance.
- Homebuyer must reside and claim homestead exemption on the subject property for a minimum of 5 years.
- A 5 year encumbrance will be place on the property.

Boundaries:

CRA Overlay District – excluding properties within the B-1 zoning district

Grants are not retroactive

Applications available online@
www.kissimmeecra.com

CRA incentives in NSB CRA Plan update

Exhibit I-1

CRA INCENTIVES
NEW SMRYNA BEACH CRA
OCTOBER 2009

CRA	BUSINESS DEVELOPMENT	COMMERCIAL DEVELOPMENT/ REDEVELOPMENT	COMMERCIAL IMPROVEMENTS	RESIDENTIAL DEVELOPMENT/ REDEVELOPMENT
Boynton Beach CRA, Palm Beach County			**Facade Grant** provides up to $15,000 for exterior improvements	**Workforce Housing Program** mixed-use, rent-to-own, multifamily, and live-work projects worth more than $1M in value may qualify ($250K in Heart of Boynton); incentive not to exceed 50% of CRA TIF Revenue; no incentive shall exceed 75% of the project's previous year's TIF Revenue; workforce housing units must be sold to residents earning (50% to 120% for rentals/ 80% to 120% for-sale) of the County median income; % project workforce units must be the same % as market rate units
Bayfront CRA, Brevard County	**Business Recruitment Incentive Program:** intended to offset the costs of tenant improvements, permit fees, building renovation, new construction or brokerage commissions by offering 50 cents per SF with up to $10,000 to new businesses and new construction. Businesses moving into existing building space must be totally new to the District. Businesses/property-owners expanding or constructing new square footage need not be new to the District. Maximum grant award per business lease or new construction is $10,000 per property site; **Targeted Business Incentive Program** awards funds to eligible businesses for the payment of impact, permitting, and licensing fees assessed, land and property improvement costs, and relocation costs- incentive amount to be determined on a case-by-case basis		Commercial/Industrial Beautification Grants fund up to 50% of costs of improvements (sings, parking, landscaping, demolition, etc.) not to exceed $2,000 and $5,000 total maximum per property; Bayfront "Restore" Commercial Facade Program intended to provide up to $10,000 matching funds per storefront towards eligible Facade/sign improvements in the form of a 0%, 5-year deferred payment loan	

Exhibit I-1

CRA INCENTIVES
NEW SMRYNA BEACH CRA
OCTOBER 2009

CRA	RESIDENTIAL OWNER INCENTIVES	FINANCING	FEDERAL AND STATE INCENTIVES	Additional
Boynton Beach CRA, Palm Beach County	**Homebuyer Assistance Program** offers $50,000 in interest free down payment assistance on top of $50,000 offered through SHIP; **Community Meeting Grant** to pay fees associated with utilizing City facilities for HOA and Community Group meetings for up to $1,500			**Public Amenities Direct Incentive Program** to support mixed-use, hotel, retail, office, live-work and multifamily development; projects worth more than $1M in value may qualify ($250K in Heart of Boynton); duration of the incentive not to exceed 10 years; incentive not to exceed 50% of CRA TIF Revenue; no incentive shall exceed 75% of the project's previous year's TIF Revenue
Bayfront CRA, Brevard County	**Beautification Grant** Program offers up to $2,000 (for signage and landscaping in platted neighborhoods) with maximum of $3,000 per property are available for entry; **Rental Occupancy Assistance Program** provides up to $1,000 in the form of a grant to very low-income tenant households (or single persons) to assist in start-up costs limited to the payment of utility and security deposits for rental housing; **Owner-Occupied Housing Rehabilitation Program** to bring dwellings up to building codes and minimum HUD property standards. 80% of the appraised value of the home is available to pay for total rehabilitation cost secured by a 10-year deferred payment, multi-year mortgage in the amount of the grant, forgiven 10% incrementally over the term of the loan so long as the homeowner remains the primary resident in the home	**Section 108 Loan Guarantee Program** provides front-end financing for large-scale physical development projects in the form of low interest loans through public offerings; **Down Payment Assistance Program** provides $37,948 to very low, low and moderate-income first-time homebuyers with up to an additional $10,000 in rehab assistance. **Utility Hook-Up Assistance Program** available to owner-occupied homeowners with incomes not exceeding 120% of the area median income in the amount needed to complete connection of city water and sewer services. in the form of a 0% interest, deferred payment, 5-year loan forgiven 20% percent incrementally throughout the 5-year term		

CRA	BUSINESS DEVELOPMENT	COMMERCIAL DEVELOPMENT/ REDEVELOPMENT	COMMERCIAL IMPROVEMENTS	RESIDENTIAL DEVELOPMENT/ REDEVELOPMENT
Bartow CRA, Polk County		**Retail Assistance Program** provides up to $6,000 for purposes which appear to bring retail to core development district; Partial reimbursement for permitting fees on new construction and/or building renovation	Facade and Landscaping Grant provides up to 50% of project cost- up to $10,000	**Infill Housing Incentive Program** covers equivalent of permitting fees at closing for homes purchases in "Infill" areas; typically around $5,000; will not be offered in 2010
Bradenton CRA, Manatee County	Credit against sales tax for job creation, Corporate Jobs Tax Credit; Sales tax refund for business machinery and equipment used in Enterprise Zone	Property Tax Credit	Facade Grant provides up to 50% of cost of the eligible Facade improvements with an amount of not to exceed $5,000 for the primary Facade and $2,500 for a second Facade	
Avon Park CRA, Highlands County			Facade Grant provides up to 50% of costs up to $5,000 for the improvement of storefronts	
Fort Lauderdale CRA, Broward County		Funds for commercial and mixed-use projects on Sistrunk Blvd (must cost <$5M); Grants and other assistance for tenant relocation, securing new tenants, or owners who wish to make their properties more desirable to lease	75% Facade Grant of up to $10,000 total project cost; targeted areas max contribution increases to $20,000 with 20% match from business; Development projects in Flagler Heights costing up to $5M- up to 50% of the cost of streetscape construction with public right-of-way may be funded	Developers investing up to $5M in for-sale, for-rent residential units; affordable housing components will be given preference
Boca Raton CRA, Palm Beach County				**Homebuyer Assistance Program** (through SHIP) provides purchase assistance to qualified first-time buyers, in the form of loans for down payments and/or closing costs, and rehabilitation expenses 0% interest second mortgages that are forgiven provided that the buyer remains in the home for 20 years
Cape Coral CRA, Lee County			Facade Grant provides existing business owners up to 50% of the cost of materials and professional contracted labor for completed exterior renovations in a three-year period not to exceed $5,000 per storefront, with an overall maximum of $10,000 per property that contains multiple storefronts. For businesses that improve both public entrances from public parking lots and their street address they would be eligible for a maximum of $5,000 per improved entrance with a maximum of up to $10,000 per business.	

CRA	RESIDENTIAL OWNER INCENTIVES	FINANCING	FEDERAL AND STATE INCENTIVES	Additional
Bartow CRA, Polk County		50% TIF Rebate on a 5-year Schedule; CRA Low Interest Loan		
Bradenton CRA, Manatee County			**Community Development Block Grant** provides incentives for businesses that demonstrate the ability to recruit individuals that live in the CDBG target area and to provide products/services to the residents of the area.	Community Contribution Tax Incentive Program
Avon Park CRA, Highlands County	Facade Grant provides up to $2,500 per owner occupied home every 2 years that meet low, very low, or moderate income criteria and matching Facade grants up to $2,500 for those who are not income qualified			
Fort Lauderdale CRA, Broward County		50% interest subsidy for major rehab or reconstruction projects in priority areas ($350K max loan)		REDA (Real Estate Development Accelerator)- performance based tax incentive that provides support during initial development phases
Boca Raton CRA, Palm Beach County			**Community Development Block Grant** makes funds available to eligible homeowners for home repairs.	
Cape Coral CRA, Lee County				

CRA	BUSINESS DEVELOPMENT	COMMERCIAL DEVELOPMENT/ REDEVELOPMENT	COMMERCIAL IMPROVEMENTS	RESIDENTIAL DEVELOPMENT/ REDEVELOPMENT
Carrabelle CRA, Franklin County				
Carver Heights/ Montclair CRA, Lake County	**Corporate Income Tax Credits** to eligible high-impact sector businesses 5% of eligible capital costs of a new or expanding facility; **Qualified Industry Tax Refund Program** provides tax refunds to pre-approved applicants of up to $5,000 per new job created; **Job Growth Investment Trust Fund**- $2,500 per job created at annual median wage; Lake Technical Center Training Programs; **On the Job Training Program**- up to 40% of wages paid; **Qualified Defense Contractor Tax Refund Program**- up to $5,000 per job created/saved in conversion of defense to civilian; Also qualifying are the acquisition of a new defense contract or the consolidation of a defense contract that results in at least a 25% increase in Florida employment or a minimum of 80 jobs; **Quick Response Training Program**; Annual corporate income tax credits to eligible high-impact sector businesses 5% of eligible capital costs of a new or expanding facility; **Sales Tax Exemption** on Aircraft Parts, Repair, and Maintenance, Sales Tax Exemption on Manufacturing Machinery and Equipment, Sales Tax Refund on Manufacturing or	**Impact Fee Deferral Program-** defer Lake County Transportation Impact Fee based on jobs created, wages, etc; Impact Fee Financing (minimum fee $20,000, financed over 5 years at prime rate)		
Charlotte Harbor CRA, Charlotte County			**Sign Grant Program** pays up to 40% reimbursement to a maximum of $8,000 for each code conforming sign installed	
Chipley Redevelopment Agency, Washington County			Facade Grants up to $3,000, applicant must contribute at least 25% of requested amount	
City of Brooksville CRA, Hernando County			**Commercial Property Improvement Matching Grant** provides matching grant up to $5,000; Should an applicant provide a two-to-one or three-to-one dollar match, the applicant may elect to receive more in grant funds, not to exceed $10,000	

CRA	RESIDENTIAL OWNER INCENTIVES	FINANCING	FEDERAL AND STATE INCENTIVES	Additional
Carrabelle CRA, Franklin County			Community Development Block Grant	
Carver Heights/ Montclair CRA, Lake County			**High Impact Business Performance Grant; Small Business Technology Growth Fund-** provides loans to Florida businesses with emerging technological potential (must have <100 employees); **Florida Energy Loan Program-** low-interest loans to small businesses to purchase and install energy-efficient equipment; **Community Development Block Grant**	
Charlotte Harbor CRA, Charlotte County				Infrastructure Grant
Chipley Redevelopment Agency, Washington County				
City of Brooksville CRA, Hernando County	**Home Repair Loan and Grants** provides loans of up to $20,000 (very low income only) and grants (ages 62+ only) of up to $7,500 are available. Loans are for up to 20 years at 1% interest			

CRA	BUSINESS DEVELOPMENT	COMMERCIAL DEVELOPMENT/ REDEVELOPMENT	COMMERCIAL IMPROVEMENTS	RESIDENTIAL DEVELOPMENT/ REDEVELOPMENT
City of Casselberry CRA, Seminole County	**Tie-in with Seminole County** programs such as Capital Investment Tax Credit, Economic Development Transportation Fund, Enterprise Bonds, Florida One-Stop Career Centers, Incumbent Worker Training Program, industrial Revenue Bonds, Permit Streamlining (per §403.973,F.S.), Qualified Target Industry Tax Refund, Quick Response Training Program, Road Fund Information, Small Business Administration Loans, and	**Fast Track Development Review Committee** for eligible projects, **Fee Reduction**: waiver or reduction of land development review fees, permitting fess, **Parking Requirement Reduction:** possible parking reduction of up to 20% less than code	**Design Incentives** will be made available on a 50%-50% matching basis and shall be awarded upon completion of the project, not to exceed $10,000 for an "Undeveloped" Property and $5,000 for a "Developed" property	
City of Coral Springs CRA, Broward County		Expedited permitting for significant projects	Facade Grant provides matching grant funds of 50% up to $40,000; facades larger than 100 feet are eligible to receive an additional $10,000 for improvements (funded by CDBG)	Expedited permitting for significant projects
Downtown Deland Tax Increment District, Volusia County	Tax abatement on a case-by-case basis	**Underutilized Building Grants** designed to offer a one time enhancement (rehabilitation or demolition) to buildings which are presently underutilized; no more than $30,000 in one year or $60,000 over the entire life of the project; award shall not exceed 25% of total costs; priority consideration given to projects with at least a 50% match	Matching Facade Grants provide up to 50% of total project cost with no single grant exceeding $2,500	
City of Eagle Lake CRA, Polk County			Facade Grant funds provides matching funds up to $1,000 per commercial structure	
City of Holly Hill CRA, Volusia County			Commercial Property Improvement Program provides one-to-one dollar match up to $5,000 on projects that address the entire Facade, including signage and other exterior issues that reflect the building as a whole; Commercial Landscape Improvement Program: provides 75% of the actual cost for any amount up to $30 per lineal foot of all street frontages on all sides, but no less than $3,000; applicant required to provide a 25% grant	
City of Inverness CRA, Citrus County		Reduced Transportation Impact Fees in the CBD	Facade Grant program for storefronts ($37,500), Streetscape Enhancement Program ($1,175,000)	
City of Lauderhill CRA, Broward County	Several types of employee training and economic incentive programs		Facade Grant provides matching funds up to $5,000 for landscaping improvements in the public right of way; matching contribution can be used for landscaping, Facade improvements, painting, parking and signage.	
City of Marianna CRA, Jackson County			Matching Facade grants to replace awnings	

CRA	RESIDENTIAL OWNER INCENTIVES	FINANCING	FEDERAL AND STATE INCENTIVES	Additional
City of Casselberry CRA, Seminole County			Florida Target Industry Tax Refund Program, Florida Brownfield Program, Florida Brownfield Program	Direct assistance by the City on a case-by-case basis
City of Coral Springs CRA, Broward County				
Downtown Deland Tax Increment District, Volusia County			Community Development Block Grant	Housing and Minority Business Enterprise, Disadvantages Business Enterprise
City of Eagle Lake CRA, Polk County	Facade Grant funds provides matching funds up to $500 per residential structure			
City of Holly Hill CRA, Volusia County	Private Residential Improvement Matching Grant Program			**Demolition Grant Program** provides approved commercial and residential projects up to $2 per SF per existing structure and $.50 per SF of existing paved areas
City of Inverness CRA, Citrus County				
City of Lauderhill CRA, Broward County		Industrial revenue bonds, International Trade Financing, and Small Business Loans	Numerous Enterprise Zone incentives	
City of Marianna CRA, Jackson County				

CRA	BUSINESS DEVELOPMENT	COMMERCIAL DEVELOPMENT/ REDEVELOPMENT	COMMERCIAL IMPROVEMENTS	RESIDENTIAL DEVELOPMENT/ REDEVELOPMENT
City of Palmetto CRA, Manatee County		Subsidize some land purchases and refund property taxes over a certain period of time	Facade Grant provided not to exceed $50,000 or 1/2 of the improvement cost	
City of Pensacola CRA, Escambia County			Retail Storefront Facade Improvement Program provides rebate in the form of a loan, forgivable over a five (5) year period; $1 may be provided for every $3 spent on the project for up to $70,000	
City of Port St. Lucie, St. Lucie County	Florida Target Industry Tax Refund Program; First $5,000 of income are tax exempt, 5.5% corporate income tax for C-Corporations; **Job Growth Investment Grant:** provides up to $3,000 per new job created;; **"BRE" Program**: designed to survey the needs of each business in the areas of infrastructure,	Fast track permitting		Fast track permitting
City of Rockledge CRA, Brevard County	Small business administration grants and loans; loan pool for certain sized businesses to locate or expand through Community Reinvestment Act Contributions by local banks	Deferred Wastewater Impact Fees; One-stop permitting, expedited review, setback waivers, priority inspections, Parking reductions, Stormwater management adjustments/regulatory assistance; New Redevelopment Mixed Use zoning district, which allows a density up to 25 units per acre and heights up to 110 feet upon meeting certain Architectural and Site Design Guidelines.	Facade Grants and loans, Landscaping Grants and loans	One-stop permitting, expedited review, priority inspections
City of Sanford CRA, Seminole County			$10,000 matching Facade grant; Rehabilitation Loan Subsidy Program- Cash grant equivalent to buy down interest on a loan (Up to $300,000)	
City of Sebastian CRA, Indian River County			$15,000 matching Facade grant, $15,000 matching Landscaping Grant	
City of Tallahassee CRA, Leon County				Set aside $500,000 to assist in development of affordable/workforce housing in Redevelopment Area
City of Tampa CRA, Hillsborough County	High Impact Performance Grant; Capital Investment Tax, Enterprise zone, Foreign Trade zone	Transportation Impact Fee Waiver; Storm Water Retention Waivers, Parking Requirement Waiver	**Historic Preservation Grant** provides 10 year ad valorem tax exemption and federal preservation tax credit assistance to qualifying properties within the Ybor City Historic District	Storm Water Retention Waivers
City of Trenton CRA, Gilchrist County			Facade Grants at 50% of cost (up to $2,500 total cost)	
Clearwater CRA, Pinellas County	**DDB Retail and Restaurant Recruitment Grant Program** provides up to $35,000 for retail tenants and $50,000 for restaurant tenants to improve the interior appearance and utility of street level storefronts		Sidewalk Cafe Furniture Grant Program provides one-time grants of up to 75% of total cost, up to a maximum of $2,500 per grant, for outdoor furniture, Cleveland Street District Facade Improvement Program provides up to $3,000 of design assistance from local architects and up	

CRA	RESIDENTIAL OWNER INCENTIVES	FINANCING	FEDERAL AND STATE INCENTIVES	Additional
City of Palmetto CRA, Manatee County				
City of Pensacola CRA, Escambia County				
City of Port St. Lucie, St. Lucie County			Florida Target Industry Tax Refund Program	Foreign Trade Zones- St. Lucie County ahs 4 sites that allow a company to bring goods into the zone without paying duties; Indian River Community College: Offering specialized training courses to fit the unique niche of a company relocating to the area
City of Rockledge CRA, Brevard County				
City of Sanford CRA, Seminole County				
City of Sebastian CRA, Indian River County	$15,000 matching Facade and landscaping grant			
City of Tallahassee CRA, Leon County				
City of Tampa CRA, Hillsborough County		Business Loans at the federal level with the Small Businesses Administration's 504 Commercial Loan program	Florida Brownfield Incentives	Rural Incentives, Urban Incentives, Urban Job Tax Credit
City of Trenton CRA, Gilchrist County		TIF CRA		
Clearwater CRA, Pinellas County				

CRA	BUSINESS DEVELOPMENT	COMMERCIAL DEVELOPMENT/ REDEVELOPMENT	COMMERCIAL IMPROVEMENTS	RESIDENTIAL DEVELOPMENT/ REDEVELOPMENT
Cocoa CRA, Brevard County			$10,000 matching Facade grant	
Collier County CRA, Collier County	Collier County Economic Stimulus Program; HUB Zone- provides advantages when competing for federal contracts, Immokalee Rural Enterprise Zone, Foreign Trade zone		**Commercial Building Improvement Grant** provides partial reimbursement for exterior and interior improvements to commercial buildings; 50% matching funds for exterior improvements, not to exceed $30,000; 50% matching funds for interior improvements, not to exceed $20,000	
Stuart CRA, Martin County			Property Improvement Grant Program provides up to $4,000 of public funds per building to match private funds to pay for the design and completion of Facade improvements	
City of Fellsmere CRA, Indian River			Facade Grant provides funds for exterior improvements not to exceed $5,000 per project	
South Daytona CRA, Volusia County			Facade Grant will match an project costs with up to a maximum of 50 %, with the total grant award not to exceed $5,000 for single storefronts and $15,000 for multi-storefronts within 5 years	
City of Temple Terrace CRA, Hillsborough County			**Commercial Improvement Grant Program** provides a grant for exterior improvements of 50% of a project totaling $10,000 or less, or a maximum City grant of $5,000 for projects greater than $10,000	
Crystal River Redevelopment Agency, Citrus County				
Davie CRA, Broward County	$2,000 per job created (min 100 jobs paying 115% of County Average Salary); Qualified Target Industry Program- grants $3,000 per job meeting same conditions		**Commercial Loan Subsidy Program**- first 5% interest on a loan for the first 5 years of loan; **Commercial Property Improvement Program**- grant of up to $100,000 is made for improvements (based on 2/1 matching ratio)	

CRA	RESIDENTIAL OWNER INCENTIVES	FINANCING	FEDERAL AND STATE INCENTIVES	Additional
Cocoa CRA, Brevard County				
Collier County CRA, Collier County	**Site Improvement Grant** funds only exterior improvements as a matching grant, requiring applicants to contribute a minimum of 67% of total costs, up to $8,000; **Sweat Equity Grants** provided to reimburse the cost of materials used to improve the exterior of residential properties; approved project costs must equal a minimum of $500; the maximum grant award is $1,000; **Landscape Improvement Grant** requires applicants to contribute a minimum of 50% of total project costs, award not to exceed $2,500			**Shoreline Stabilization Grant** funds installation of or repair to rip-rap, bulkheads, or seawalls; grantees are required to contribute a minimum of 50% of project costs, maximum award is $5,000; Assistance for "Rural Areas of Critical Economic Concern"
Stuart CRA, Martin County	Property Improvement Grant Program provides up to $4,000 of public funds per building to match private funds to pay for the design and completion of Facade improvements; Paint Up Voucher Program designed to encourage homeowners and residents to repaint their houses; provides up to 50% per home (up to $250) as a match toward private funds .			**Special Event Grant** created to encourage non-profit groups and civic organizations to plan, promote and produce special events in the CRA service area. The program provides in-kind support and up to $2,500 to offset costs associated with special event programming.
City of Fellsmere CRA, Indian River	Facade Grant provides funds for exterior improvements on rental and for-sale properties not to exceed $2,500 per project; non-homestead property owners must provide matching funds			
South Daytona CRA, Volusia County				
City of Temple Terrace CRA, Hillsborough County				
Crystal River Redevelopment Agency, Citrus County			Community Development Block Grant	
Davie CRA, Broward County	**Residential Property Improvement Program**- 1:1 matching for up to $5,000			

CRA	BUSINESS DEVELOPMENT	COMMERCIAL DEVELOPMENT/ REDEVELOPMENT	COMMERCIAL IMPROVEMENTS	RESIDENTIAL DEVELOPMENT/ REDEVELOPMENT
Daytona Beach CRA, Volusia County			Facade Grant provides eligible property owners reimbursement of one time for 50% of the cost of professional contracted labor for completed renovations. Each storefront address is eligible for a maximum grant of $5,000, with an overall maximum of $10,000 per property that contains multiple addresses	**Affordable Housing:** Flomich Woods, a 23-unit single-family affordable housing initiative (Consolidated Tomoka Land Development Company donated land to the city) Per the agreement with CTLD, 4 lots must be donated to Halifax Habitat for Humanity for construction of single-family homes through their program. Residual lots will be provided to qualified families through the City's Affordable Home Ownership Assistance Program (AHOAP) for first-time homeownership. Forte Macaulay, a development consultant provided assistance in completing the infrastructure improvements. Subsequently, the lots and up to $40,000 in down payment and closing cost assistance will be made available to eligible first-time homebuyers
Delray Beach CRA, Palm Beach County	**Business Incubation Services:** owners and residents of the CRA District are eligible to receive subsidized business incubator services at the Delray Beach-based TED Center (Center for Technology, Enterprise and Development). **Business Development Assistance Program** provides rent subsidies of up to one-third of the business's monthly rent or $500 per month (whichever is less) for 12 months during the first 18 months of a multi-year lease with a maximum annual subsidy per business of $6,000, offering an initial safety net to help insure long term success for the business	**Site Assistance Program Grants** are provided to bolster business expansion and property upgrades by assisting with the costs of engineering and architectural plans, building renovations and exterior improvements. Site Assistance Grants are on a reimbursement basis. Funds for projects in the West Atlantic area are available for up to 40% of the total project cost, with a maximum grant of $50,000. Funds for projects in other areas are available for up to 25% of the total project cost, with a maximum grant of $25,000 per project.	**Paint Up Program** provides business owner with up to 50% of the cost of an approved exterior pressure cleaning and paint project	Responsible for the Renaissance Program, which assisted more than 160 low and moderate income households to become homeowners through credit counseling, down payment subsidies and land acquisition. Contributed $200,000 for the purchase of land for the redevelopment of the Delray Beach Housing Authority's Carver Estates project. Developed LaFrance Apartments, a 16-unit apartment project for low-income seniors. Driving force behind the Delray Beach Community Land Trust (CLT), contributing land, subsidies, construction financing, and operational funding so that the organization can provide long-term workforce and affordable housing.
Diamond Square CRA, Brevard County	**Program Sponsorship** provides up to $2,000 to eligible programs whose service areas are located within the Diamond Square Area of the City of Cocoa and whose program goals match one or more of the goals and objectives of the Agency	**FRA Redevelopment Assistance Program**- provides 1-3 consultants to address downtown issues of concern	Facade Grants provide matching grants of up to $10,000 per parcel	
Flagler Beach CRA, Flagler County			**Redevelopment District Grants** provides approved projects a 50% rebate with a total maximum Grant of $2,000 awarded to any one project. **Landscaping Grants** provides approved projects a 50% rebate with a total maximum Grant of $2,000 awarded to any one landscaping project.	

CRA	RESIDENTIAL OWNER INCENTIVES	FINANCING	FEDERAL AND STATE INCENTIVES	Additional
Daytona Beach CRA, Volusia County	Facade Grant provides eligible property owners reimbursement of one time for 50% of the cost of professional contracted labor for completed renovations up to $5,000			
Delray Beach CRA, Palm Beach County	**Curb Appeal Grant Program**; funding is available at two levels—full grants cover 100% of project costs (up to $10,000 per structure), while matching grants cover 50% of project costs (up to $10,000 per structure). Eligible costs include exterior painting & pressure cleaning, replace missing or rotten siding, landscaping & irrigation, driveway repair, new house numbers, mailbox replacement			
Diamond Square CRA, Brevard County	Facade Grants provide matching grants of up to $2,500 per parcel; First Time Homebuyer Program- offers up to $5,000 for down payment assistance to qualified first time homebuyers		Florida League of Cities Grant Program; FDOT Tourist Oriented Directional Signing- allows county and municipal governments to install guide signs on the state highway system; Small Cities Initiative- sends "Quick Response Team" to address imminent issues	
Flagler Beach CRA, Flagler County				

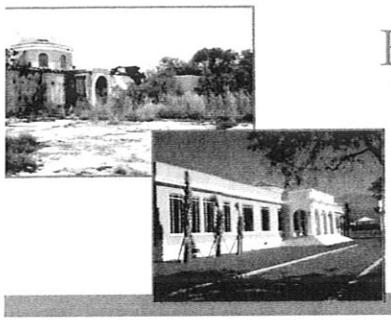
CRA	BUSINESS DEVELOPMENT	COMMERCIAL DEVELOPMENT/ REDEVELOPMENT	COMMERCIAL IMPROVEMENTS	RESIDENTIAL DEVELOPMENT/ REDEVELOPMENT
Fort Walton Beach CRA, Okaloosa County			**Matching Streetscape Grant Program** is a 50/50 matching grant program that provides grants of up to $10,000 as an incentive for commercial property owners to provide approved landscaping, lighting, underground utilities, and other streetscape amenities in public rights-of-way	
Bradenton DDA/ 14th Street CRA, Manatee County			Facade Grant Program funds up to 50% of the actual cost with an amount of not-to-exceed $5,000 for the primary Facade and $2,500 for a second Facade for rehabilitation and preservation of significant commercial buildings	
Hallandale Beach CRA, Broward County	**Business Enticement/Incentive Program** provided for businesses located or planning to locate within CRA area and existing businesses expanding and/or upgrading facilities; loan amount based on number of jobs created; monies to be used for land acquisition, permit fees, impact fees, parking and drainage installations, property upgrades, moving expenses		**Commercial Loan Program** provides loans up to $100,000 for parking/drainage, structural improvements, and general property maintenance; 15% of the loan amount will be waived for payback; monies beyond the waived amount will be repaid in full at 4% interest, over a period of 10 years	X
Keystone Heights CRA, Clark County			Business Facade Grant Program provides 80% of the total project funds, up to a maximum award of $5,000	

CRA	RESIDENTIAL OWNER INCENTIVES	FINANCING	FEDERAL AND STATE INCENTIVES	Additional
Kissimmee Redevelopment Agency, Osceola County	**Matching Facades Grant** provides up to $1,500 for facades, Paint Voucher Program, **Matching Rehabilitation Grant** provides up to $5,000 to return a property to a state of utility; **Teacher Housing Assistance Program** grants $3,000 in matching funds to eligible teachers in the District to use towards the purchase of a home, **Live where you Work Incentive** grants $10,000 in matching funds to eligible employees in the District to use towards the purchase of a home, Program, **Owner Occupancy Incentive Program** is designed to attract new residents to the District; up to $20,000 provided to new residents in an existing multi-family home or office conversion, an existing single family home zoned RB-2, RPB, or currently renter occupied, or a vacant lot permitted by zoning regulations to build a single family infill house **Residential Paint Voucher Program** provides funds for cost of paint upon completion of work; **Residential Consulting Services Program** up to $500 per floor of residential historic structure for professional services such as general contractors, structural engineers, architects and design consultants			
Maitland Downtown CRA, Orange County		TIF Financing- must be extraordinary project		
Margate CRA, Broward County				
Midtown CRA, Miami-Dade County	Rental Properties Rehabilitation Program			Art Basel Program to assist local artists with art installations during the annual Art Basel art fair; grants are awarded as funds are available

CRA	BUSINESS DEVELOPMENT	COMMERCIAL DEVELOPMENT/ REDEVELOPMENT	COMMERCIAL IMPROVEMENTS	RESIDENTIAL DEVELOPMENT/ REDEVELOPMENT
Kissimmee Redevelopment Agency, Osceola County		**Water and Sewer Impact Fee Assistance Program** provides 50% of impact fees paid by the assistance program at the front end of the project. with the remainder of the impact fees paid by the business owner over a 5 year period in annual interest free payments.	**Matching Facades or Sign Grant** intended to restore, improve or create historic architectural features to facades of commercial buildings and provides up to $1,500 for facades, storefronts, awnings and up to $750 for signs; **Matching Facade Rehabilitation Grant** provides up to $5,000 to perform general repairs on facades; **Matching Revitalization Grant** provides up to $5,000 to encourage revitalization and preservation of commercial buildings	**Residential Impact Fee Assistance Program** provides funding for 50% of all impact fees and remainder of the impact fees shall be paid by the property owner or developer over a 5 year period in annual interest free payments for development of infill residential construction within the CRA
Maitland Downtown CRA, Orange County		Free AR consultation; Credit for some impact fees in return for contribution to parks trust fund/cultural partners/utilities installation; Expedited permitting		Expedited permitting
Margate CRA, Broward County			Property Improvement Grant Program provides up matching funds to pay for Facade improvements and/or landscaping upgrades for commercial properties, on a reimbursement basis	
Miami CRA, Miami-Dade County	**Economic Stimulus Small Business and Job Creation Grant Program** provides up to $5,000 in financial assistance for equipment, fixtures, interior renovations, insurance, security systems, and utilities to support small businesses in the CRA; Overtown Small Business Initiative		Tenant Improvement Grant recommends awards as funds are available for renovations and tenant build-out; grant paid directly to vendors as work is completed, or to the grantee on a reimbursement basis; Building Facade Rehabilitation Grant recommends awards as funds are available Wrap-Around Building Rehabilitation Program is a "match grant" program requiring a minimum of 25% match from the grantee to assist qualified commercial tenants and property owners with exterior improvements that are directly related to the opening of a business and no eligible to receive funds from other grant programs	

CRA	RESIDENTIAL OWNER INCENTIVES	FINANCING	FEDERAL AND STATE INCENTIVES	Additional
Fort Walton Beach CRA, Okaloosa County				
14th Street CRA, Manatee County				
Hallandale Beach CRA, Broward County	**Neighborhood Improvement Program (NIP)** provides loans for parking, drainage and exterior property maintenance codes in the following maximum amounts: $6,500 for single family ($1,500 for exterior painting, $4,000 for roof repair/replacement, $5,000 for drainage) and $10,000 for multi-family 6 or more units for driveway and general repairs ($2,500 for exterior painting, $4,000 for roof repair/replacement, $5,000 for drainage). 60% of the loan amount must be paid back at 0% interest, over 10 years maximum; **Affordable Housing First Time Buyers Program** provides a lump sum of $25,000 or $35,000 that can be used to purchase a lot, construction cost and/or closing costs or to lower mortgage. An additional $5,000 may be available for public service applicants and City employees			**Shutter Assistance Loan Program** to help protect the contents of homes and reduce losses for a total of $5,000 per owner occupied home, condominium or co-op within the CRA to assist with the cost of obtaining storm shutters. The first $1,500 of the assistance is in the form of a grant and the remaining $3,500 is a low-interest loan.
Keystone Heights CRA, Clark County				

Brownfields Incentives



FLORIDA BROWNFIELDS REDEVELOPMENT PROGRAM

TRANSFORMING COMMUNITIES

Brownfield site means real property, the expansion, redevelopment or reuse of which may be complicated by actual or perceived environmental contamination. 376.79(3), F.S.

Brownfield area means a contiguous area of one or more brownfield sites, some of which may not be contaminated, and which has been designated by a local government by resolution. Such areas may include all or portions of community redevelopment areas, enterprise zones, empowerment zones, other such designated economically deprived communities and areas, and Environmental Protection Agency-designated brownfield pilot projects. 376.79(4), F.S.

Brownfields Program Process

BROWNFIELD AREA DESIGNATION
By Local Government

↓

IDENTIFICATION OF RESPONSIBLE PERSON

↓

EXECUTION OF CLEANUP AGREEMENT

↓

IMPLEMENTATION OF CONTAMINATED SITE CLEANUP

↓

"NFA" LETTER FROM DEP

BROWNFIELD PROGRAM TERMS

Responsible Person—Person Responsible for Brownfield Site Rehabilitation or PRFBSR

Agreement—Brownfield Site Rehabilitation Agreement or BSRA

NFA—No Further Action (i.e., Site Rehabilitation Completion Order or SRCO)

BROWNFIELDS PROGRAM BENEFITS

Brownfield Area Designation

- Bonus refund for job creation—up to $2,500 per job
- Loan guarantees for primary lenders
  - Up to 50% on all sites
  - Up to 75% when end use is affordable housing
- Sales tax credit on building materials
- Brownfield area benefits administered by Enterprise Florida, Inc.

Brownfield Site Rehabilitation Agreement

- All benefits of Brownfield Area
- Regulatory framework for cleanup (Chapter 62-785, F.A.C.)
- Dedicated staff—expedited technical review
- Liability protection
- Tax credits
  - Florida corporate income tax
  - Credits may be transferred one time
- Brownfield Site Rehabilitation Agreement benefits administered by DEP

Summary of Available Tax Credits

Tax Credit Type	Application Frequency	Maximum Credit for Costs Incurred after 6/30/06	
Site Rehabilitation	Annually	50%	$500,000
No Further Action (i.e. SRCO)	Once	25%	$500,000
Affordable Housing, health care facility or health care provider	Once	25%	$500,000
Solid Waste (Removal, Transport, and Disposal)	Once	50%	$500,000

Downtown DeLand

DOWNTOWN DELAND

UNDERUTILIZED BUILDING GRANT

I. STATEMENT OF PURPOSE

The purpose of the Under Utilized Building Fund is to provide incentives to encourage new or retrofitted facilities, and thereby eliminate vacant and/or underutilized buildings in the Tax Increment District of the City of DeLand.

II. ELIGIBILITY

Businesses within the downtown tax increment district which will provide retail, commercial, service industry, warehouse or any other business service to the community are eligible to apply for assistance. Priorities will be established for those applicants desiring to utilize or expand into existing vacant buildings within the Tax Increment District area of the City, specifically the following buildings as identified in the 1994 Downtown Redevelopment Plan (adopted July 18, 1994): 1) Athens Theater; 2) Landmark Hotel; 3) Fish Building; 4) Clark's Furniture; 5) Martin's Furniture; 6) *Putnam Hotel*; and 7) Poppa Jay's. In addition, there are a number of other underutilized buildings within the downtown tax increment district. Therefore, emphasis will be given to those buildings, not exclusively limited to those named above, having remained vacant and/or underutilized for a minimum of two years, and that are zoned for business or professional use, and provide great economic advantage to the community in terms of tax base. Only one underutilized building grant may apply to a specific parcel number. No building that is subject to Code Enforcement action is eligible.

III. PROGRAM ADMINISTRATION

The MainStreet DeLand Association shall manage the program in collaboration with the City Community Development Department. The program is subject to overall policy direction, general oversight and final approval of all grant awards by the Community Redevelopment Agency Board based upon recommendations from MainStreet DeLand.

MainStreet DeLand shall receive and process recommendations for approval. The MainStreet Executive Director will work with the Community Development Director to ensure all applications comply with the codes and ordinances of the

City. Upon adoption of this policy, the MainStreet DeLand Association Board shall appoint a five member committee to review applications for funding. The Committee's recommendations will be forwarded to Community Redevelopment Agency Board for final approval.

Once an award is made, MainStreet DeLand shall be responsible for preparing documentation for payment of eligible expenses. Eligible expenses must be documented by both a detailed receipt as a cancelled check. Once submitted by MainStreet DeLand, the Community Development Director will ensure payment is made. As part of the award, the MainStreet DeLand would transmit a contract for signature and forward copies to the Community Development Director.

IV. ELIGIBLE PROJECTS

This program is designed to offer a one time enhancement to buildings which are presently underutilized. Funds for the Underutilized building fund shall be allocated annually by the CRA and City Commission.

Funds shall be allocated in accordance with the following guidelines:

A. Rehabilitation

In general the intent of the guidelines is to restrict funding to "hard" improvements (construction related).

1. Meeting the requirement for the American Disabilities Act shall be the first priority.
2. Meeting the requirements for the National Fire Prevention Act shall be the second priority.
3. Meeting the requirements for the National Electrical Code shall be the third priority.
4. Meeting any other applicable code requirements.
5. Improvement to the exterior of the building façade and landscape shall be the fourth priority.
6. Once the aforementioned items have been accomplished, the funds may be used for other building improvements or demolition, in total or partial, but in no case shall funds be used for soft cost including permits, fees or professional services.

B. Demolition

If it is determined by the Building Department of the City of DeLand, that the property may be uneconomical to rehabilitate, then the funds may be used for

demolition. If the property is to be cleared then the property shall be seeded and sowed with grass, irrigated and mowed until a permanent future use is found. If the property has a fully approved site plan and building permit, this requirement may be waived.

C. Limit on Allocation of Funds

No applicant may receive more than $30,000 in one year or $60,000 over the entire life of the project. In no event shall the total grant award exceed 25% of the total project costs.

D. Matching Funds

Priority consideration will be given to those projects with at least a 50% match. Match can be in cash or in-kind contributions so long as they can be documented.

V. Multi-Year Use of Funds

Those buildings considered to be underutilized by the CRA Board may receive up to two separate grants totaling no more than 25% of the total project cost or $60,000 whichever is less.

Attached are the following forms:

A. Underutilized Building grant instructions
B. Permit Requirements
C. Architectural Guidelines
D. Underutilized Building Grant Application
E. Under Utilized Building Grant Contract

MainStreet Deland Association

100 N. Woodland Boulevard, Suite 4

(386) 738-0649 www.mainstreetdeland.com

Call now for an appointment to discuss your project.

"A" UNDERUTILIZED BUILDING GRANT INSTRUCTIONS

Name of owner or lessee_____

Address_____Phone:_____

FAX: _____E-Mail_____

Building Owner if different from lessee_____

1. Applicant (owner/lessee) contacts MainStreet for a Grant Application. If the applicant is the lessee, written consent of the owner should be attached to the application.
2. MainStreet representative discusses the process, including permitting needs, with the owner/lessee and/or their contractor/architect.
3. Owner/Contractor/Architect prepares a detailed outline of the proposed project. This will include:
   a. Photographs, clearly showing existing conditions.
   b. Detailed drawing, to approximate scale, showing proposed improvements.
   c. Written specifications outlining scope of work.
   d. Sample of facade colors to be used on facade and signs.
   e. Project budget, showing estimates of all work items. (Copies of previously accepted Grant applications will be available to owners to be used as examples.)
4. MainStreet representative meets with applicant to review the project.
5. MainStreet Grant Committee meets to review project and if necessary makes recommendations for any necessary changes.
6. Upon approval MainStreet DeLand requests CRA approval.
7. MainStreet DeLand informs applicant of funding decisions.
8. When approved by CRA, MainStreet representative reviews the contract with the applicant and applicant obtains required signatures.
9. Applicant/Contractor presents plans to the building department for review of building regulations and historic preservation compliance.
10. Building department issues building permit.
11. Project work commences within 30 days of obtaining a building permit.
12. Upon completion, City of DeLand approves work and issues a Certificate of Completion to applicant.
13. Applicant provides MainStreet with documentation of project, permits, certificate of completion, canceled checks or paid receipts.
14. MainStreet representative inspects project to determine compliance with guidelines and issues a request for payment to owner/lessee.

Note: Any unapproved deviation from approved proposal will void any grant funding.

I have read and understand these instructions

_____ _____ _____

Applicant Date Witness

"B" UNDERUTILIZED BUILDING GRANT PERMIT REQUIREMENTS

Building Dept. Permits – City Hall 120 S Florida Ave. Ph: 626-7007.

Owner may act as their own contractor, but they still need a building permit.

PERMITS WHICH MUST BE PULLED:

Electrical
Awnings
Signage
Renovation – Structural Renovation or Structural Aesthetic Changes

No permits are needed for painting or spray cleaning. If grantee is in the Historic District paint colors must be approved by the Historical Resource Coordinator Ph: 626-7112.

Owners or grantees are responsible for meeting with the city building officials prior to grant application to find out the legal needs, permits, etc. Owner/grantee must comply with all relevant requirements. Owner/grantee is responsible for making certain that their contractors have pulled the proper permits.

SIGNED: _____ Date: _____

"C" ARCHITECTURAL GUIDELINES

1. The criteria utilized by the MainStreet Grant Committee will be based on the United States Secretary of the Interior's Standards of Historic Rehabilitation, and standards and guidelines adopted by the DeLand Historic Preservation Board and the MainStreet DeLand Association.

2. Changes to the facades of the buildings will not remove, alter, damage, or cover up significant architectural features of the building which are original or which reflect a major alteration or addition that has historic architectural value in its own right, or which help create a unified and attractive appearance to the building.

3. Changes to the facades of the buildings will either: a) partially or fully restore to the original appearance of the building based on actual evidence, including photographs, and written documentation, or b) represent a modern treatment which blends into and is compatible with the building and adjoining buildings or c) restore to an appearance consistent with the historic district.

4. Colors harmonious with the historic character of DeLand, as set by the DeLand Historic Preservation Board, are required. These colors may be seen at the City Building Department.

5. The size, color, and shape of all signs shall compliment the building, add to the historic character of the area and meet all applicable city regulations and guidelines.

6. Removal of paint or other coatings on building exteriors shall be undertaken with the gentlest means that are effective. Cleaning methods such as sandblasting, that damage the historic building materials are strongly discouraged.

7. General building maintenance is not eligible under this program.

8. No building under Code Enforcement action is eligible.

GRANT AWARD CRITERIA

1. Removal of non-historical facades and signs.
2. Installation or rehabilitation of doors and windows.
3. Installation or rehabilitation of signs/canopies.
4. Painting.
5. Non-Repeat location within five years.

"D" UNDER UTLIZED BUILDING GRANT APPLICATION

Project: _____
Applicant's Name: _____
Owner's Name: _____
Applicant's Address: _____
Property Address: _____
Daytime Phone: _____FAX #:_____
Type of Improvement Planned: _____
Estimated Cost of Project: $_____Amount Requested $_____

Attach detailed outline of proposed work, including:

1. Photographs clearly showing existing conditions.
2. Detailed drawing to approximate scale, showing proposed improvements.
3. Samples of proposed colors to be used on facade and signs, if applicable.
4. Project budget with contractor estimates.

I am applying for a **"GREEN"** project supplement and agree to provide proper documentation to Demonstrate that I have complied with the supplement requirements. YES____NO____

AGREEMENT

I understand that in order for my request for funding to be approved, I must agree to follow the recommendations of the MainStreet Grant Committee and comply with the following:

1. Under Utilized Building grants apply only to those structures and buildings within the Tax Increment District.
2. It is the responsibility of the owner or APPLICANT to obtain all required permits from the city ***BEFORE*** beginning any work. No reimbursements will be received without the proper permits before work begins.
3. Project work must begin 30 days after a building permit is issued.
4. Monies are for improvements only and will be reimbursed upon completion of work. (Any changes made to the building that have not been approved by the MainStreet Grant Committee will not be funded.)

NOTE: NO PROJECT WORK MAY BEGIN WITHOUT:

1. CRA Approval.
2. Signed Contract Documents.
3. All required permits.

Owners or grantees are responsible for meeting with the city building officials prior to grant application to find out the legal needs, permits, etc. Owner/grantee must comply with all relevant requirements. Owner/grantee is responsible for making certain that their contractors have pulled the proper permits.

SIGNED: _____ Date: _____

01/05/10

"E" UNDER UTILIZED BUILDING GRANT PROGRAM

CONTRACT DOCUMENT

This agreement is made and entered into the ___day of_____, ___ by and between the MainStreet DeLand Association, (hereinafter "Association") and _____ (hereinafter "Contractor") and _____ (hereinafter "Owner"), property located at _____ for and in consideration of the mutual covenants expressed herein and other good and valuable considerations. The adequacy of which is hereby acknowledged, the parties agree as follows:

CONTRACTOR AGREES:

A. To perform the work for the project set forth in the specifications attached hereto and made a part hereof in a workmanlike manner and all work shall be done in strict conformance with all applicable federal, state, county and city codes, laws, regulations and ordinances.

B. To commence the specified work within 30 days after the approval of the project by the MainStreet Grant Committee and the DeLand Community Redevelopment Agency and to complete the work within ___ days after commencement, including such extensions as may be granted by the MainStreet Grant Committee and owner in writing.

C. To guarantee all work performed by him/her for a period of one year against defects in workmanship and materials.

D. To hold harmless the MainStreet Grant Committee and its individual members, the "Association" including its Executive Director and employees and the City of DeLand in the event of property damage, personal or physical injury occurs as a result of working on the project.

E. The MainStreet Grant Committee or the City of DeLand does not pay the Contractor, and the Contractor shall not bill the MainStreet Grant Committee or the "Association" or the City. Reimbursement of $_____shall be made by the City of DeLand to the Owner/Grantee upon contractor's completion of work, and the MainStreet Grant Committee and City of DeLand's on site inspection and written acceptance of same. Contractor shall seek payment for its performance under its contract from owner/Grantee.

THE "ASSOCIATION" AGREES:

The work in progress will be inspected by the MainStreet Grant Committee and the MainStreet Grant Committee will work with the store owner/property owner and the Contractor to ensure that the work meets the objectives of the MainStreet Program. Neither the MainStreet Grant Committee nor the "Association" will be responsible for the quality of material and workmanship.

OWNER AGREES:

A. To bear responsibilities to the Contractor for total cost of the project.

B. To maintain, with no substantial changes, the improvements for ten (10) years unless otherwise agreed to by the MainStreet Grant Committee and the CRA.

C. To submit to the guidelines of MainStreet Grant Committee and the CRA for the project.

D. To hold harmless the MainStreet Grant Committee and its individual members, the "Association" including its Executive Director and employees and the City of DeLand in the event of property damage, personal or physical injury occurs as a result of working on the project.

WITNESS the hands and seals of the parties hereto the date first written above.

BY: _____
City of Deland - CRA

BY: _____
MainStreet DeLand Association

BY: _____
Contractor

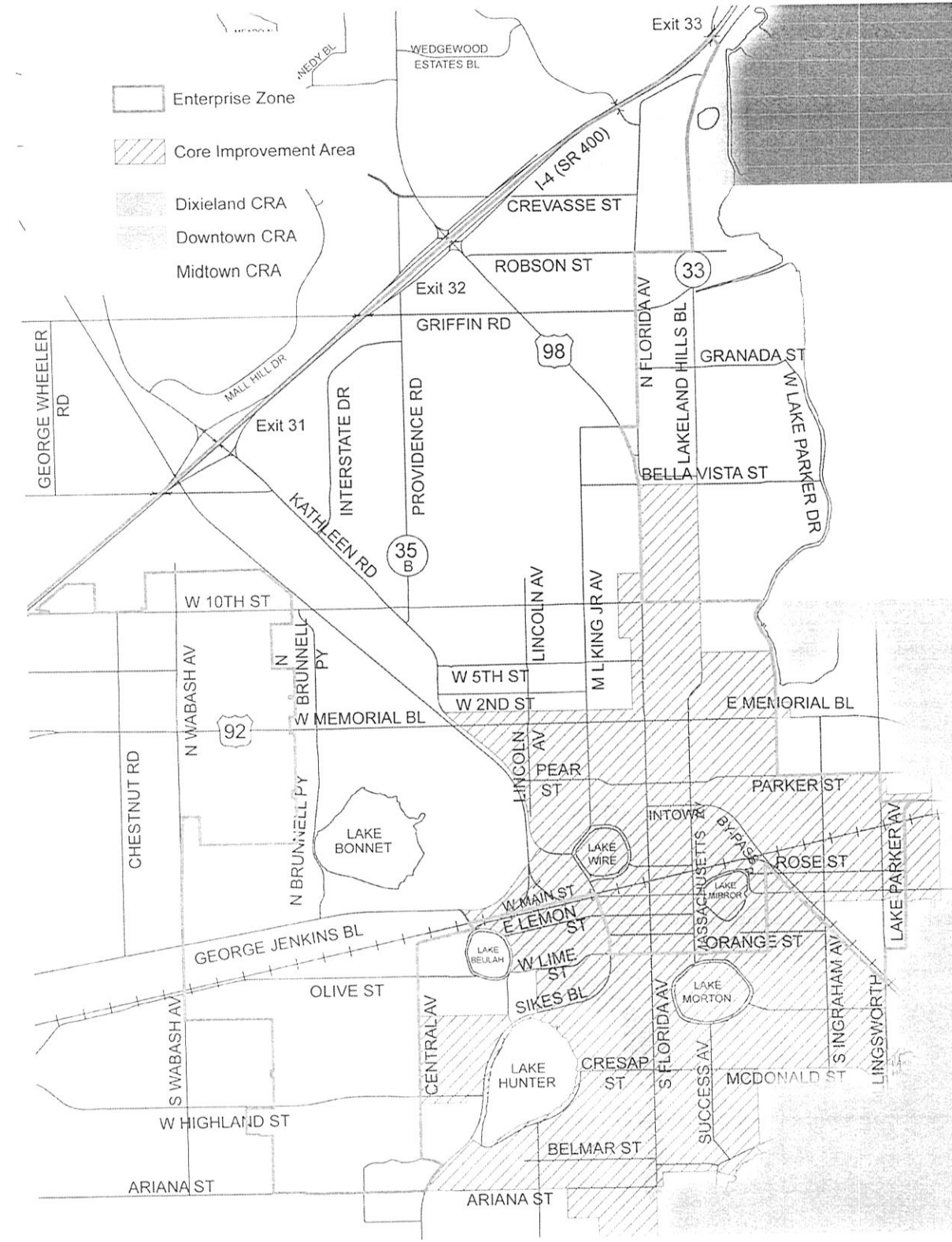
BY: _____
Owner

Sanford

Rehabilitation Interest Subsidy Program

- A cash grant that pays down the interest on a 20 year renovation loan to 1%
- (Offers the equivalent of an approx. 35% subsidy)
- Loans up to $300,000 eligible
- Paid in full at loan closing, usually into an escrow account
- Secured by a lien reduced by 10% per year and forgiven after 10 years

Lakeland



DEVELOPMENT INCENTIVES

LAKELAND COMMUNITY REDEVELOPMENT AGENCY

MIDTOWN

MODEL BLOCK EXTERIOR IMPROVEMENT PROGRAM

The Model Block Exterior Improvement Program (MBEIP) provides a deferred interest loan in an amount up to $25,000 that can be used towards an improvements intended to bring the property in compliance with local building and safety codes, and improve the general exterior appearance of the structure. MBEIP will be due upon sale or transfer of property.

MODEL BLOCK HOMEBUYER ASSISTANCE PROGRAM

The Model Block Homebuyer Assistance Program (MBHAP) provides funds for new owner-occupants to purchase and rehabilitate homes within designated ares of the Parker Street Neighborhood.

Buyers of single-family residences will be eligible for up to $35,000 in zero interest loan assistance that can be used either as a downpayment assistance or funding for repairs. All repairs must be performed by a licensed general contractor pre-approved by the CRA. There are no income requirements for this program.

DOWNTOWN

TAX INCREMENT FINANCING

Qualified applicants will be eligible to receive tax increment on a sliding scale for a maximum of ten years. The renovation/improvement mst be at least 50% of the then current assessed value of the property and must bring the property up to meet all building codes. The applicant must apply for consideration prior to receiving a building permit for construction.

DIXIELAND

THE FAÇADE IMPROVEMENT MATCHING GRANT

The Façade Improvement Matching Grant is a $15,000 dollar-for-dollar matching grant that can be used towards any exterior architectural improvements to the street-side façade. Façade Improvement Matching Grants are available to all commercial property owners within the Dixieland Community Redevelopment Area. Governmental entities and not-for-profit entities are not eligible. Grants are intended for rehabilitation and restoration only. New construction is not eligible.

MODEL BLOCK HOMEBUYER ASSISTANCE PROGRAM

Design Assistance is intended to give property owners within the Dixieland CRA professional guidance for how to improve the most prominent façades of their buildings.
It is available to all commercial property owners within the Dixieland Community Redevelopment Area. Governmental entities are not eligible.

City of LAKELAND

Bartow

Redevelopment Incentive Program
Bartow Community Redevelopment Agency

Program Intent:

The Redevelopment Incentive Program is established by the CRA as a means to stimulate the local economy through business expansion, improvements and job creation. The Redevelopment Incentive Program is designed to implement the CRA Community Redevelopment Plan with amendments. Existing businesses are encouraged to expand and/or upgrade facilities. New businesses are encouraged to develop within the Bartow CRA District. Businesses located within or planning to locate within the Bartow CRA District are eligible to participate in the CRA Redevelopment Incentive Program.

General Program Requirements

The CRA Community Redevelopment Plan is the basis for CRA financial assistance programs. Projects for which individuals or businesses are seeking financial assistance must fulfill the goals of the Community Redevelopment Plan.

Awards can only be granted to projects or proposals that are located within the CRA District Boundary

Assistance given will be based upon the type and location of the business. All applications for financial assistance are considered by the Bartow CRA on a case-by-case basis. (NEW) The CRA reserves the right to reject any application which, in the CRA's sole discretion fails to satisfy the criteria for funding set forth herein or, for other good and sufficient reasons.

Eligible recipients may qualify for one or more financial incentive. It is not the intent of this board to award grants in addition to TIF or Low Interest Loan assistance or other offsets. However, any awards provided are not transferable on sale of property.

Proposals that will renovate historic or downtown buildings to historic standards; start a new business; or offer a unique service in the Downtown Core Area may ~~be given~~ qualify for special consideration ~~with financial assistance not controlled by these guidelines~~ and may receive funding in excess of these guidelines. The Redevelopment Incentive Review Committee will review the proposal and provide an opinion on the Special Consideration Request. Please contact the CRA Executive Director if you believe you have such project.

If the project is within the Bartow Historic District the Applicant must apply for a Certificate of Appropriateness from the Historic Architectural Review Board before applying to the CRA. Any award will be contingent on receipt of the certificate.

The CRA Board of Directors in the interest of community redevelopment, City of Bartow needs or emergency may fund projects or proposals that are not controlled by these programs

The following particular program awards may be granted to a specific parcel of real property only once in a ten (10) year period.
NOTE: the CRA Board of Directors may from time to time for ~~financial or~~ budgetary or other good sufficient reasons may limit or suspend all or part of the Redevelopment Incentive Assistance program.

Types of Assistance:

Commercial Facade Improvement Grants

Eligible projects for reimbursement may include awnings, exterior paint and any other approved exterior improvements. This assistance is a matching program of 50% of the value of the project up to a maximum of $10,000. Reimbursement will be made for actual expenses up to the amount of the grant. The applicant will be required to submit pictures of existing façade and drawings of the proposed façade improvements.

Commercial Landscape Improvement Grants

Eligible projects for reimbursement may include approved landscape improvements. Maximum allowable per project: $2,500. Reimbursement will be made for actual expenses up to the amount of the $2,500 grant. The applicant will be required to submit pictures of existing landscaping and drawings of the proposed landscape improvements.

Tax Increment Financing (TIF) rebate on a 5 year schedule.

This is a preferred assistance program for those who own or have purchased existing facilities or land and are renovating for new a business or constructing new facilities. If the rebate is approved payment will be at the beginning of the next full tax year after the business opening or project completion. The schedule of reimbursement is Year 1- 90%, Year 2 - 80%, Year 3 – 70%, Year 4 – 60%, Year 5 – 50%. Please contact CRA staff for information on How Tax Increment Financing works.

CRA Low Interest Loan Program

(4x) Pizza, Ital Wet, Men's Store, Atty office.

The CRA may grant a low interest loan for renovation, equipment purchase, or other needs identified by the applicant. Low interest loans are a consideration when the CRA Board of Directors decides the development/redevelopment will have a substantial positive impact on growth and development within the CRA District or fulfills a major goal of the CRA Community Redevelopment Plan. The interest rate for the Fiscal Year will be determined at the annual budget adoption meeting.

Partial Reimbursement of City impact and permit fees for new construction and/or building renovation.

The amount of assistance will vary from project to project based on the actual fees required by the City of Bartow. Maximum allowable reimbursement per project: $15,000

Provide assistance for purposes which appear to be necessary to bring retail to the Core Redevelopment District.

The program is designed for small businesses or projects that are not effectively supported by any of the above listed types of assistance. These are venture funds to share in the cost of opening, expanding, or relocating businesses in the Core Redevelopment District. (New Language) If a business that is awarded these funds closes or changes ownership within 24 months from date of program award, no other awards will be made for the same type of business at the same address. Please see section on Redevelopment Incentive Award Reimbursement Procedures. Maximum allowable per Applicant: $6,000.

Provide Redevelopment/Development Assistance

The CRA Staff will assist potential applicants with information and technical information

Redevelopment Incentive Award Reimbursement Procedures

Payment for Redevelopment Incentive Awards will be made under the following guidelines.

- Façade Improvements: Upon presentation of signed construction agreement the CRA will allocate 20% of the Incentive Award. Upon the completion of 50% of the construction another 40% will be allocated, with the final 40% allocated on work completion.

- Commercial Landscape Improvements: Upon Presentation of a signed construction agreement the CRA will allocate 50% of the Incentive Award. The final 50% will be allocated on work completion.

- Tax Increment Financing Rebate: The rebate will be paid in December in first tax year of the award and on presentation of a paid tax bill.

- New or Expanding Business Incentive: The CRA will pay directly to the City the Businesses' Utility Bill each month up the maximum amount of the incentive award.

NOTE: For any CRA Fiscal year funds for this program will be limited, and will be available to qualified applicants in the order in which all documentation is completed and received in the Bartow CRA Office. The maximum amount of funds available for any fiscal year will be determined by the CRA's annual budget.

CRA AGENDA ITEM SUMMARY

Staff Member Making Request: Claudia Soulie

Meeting Date: December 8, 2010

Action Item Title: **REVIEW OF CRA ASSISTANCE PROGRAMS**

Agenda Section: Consent__ ___ Public Hearing_____ Special Items____

Summary Explanation and Background

At the present time the CRA offers five assistance programs that are listed below:

- **Commercial Matching Revitalization Grant Program**
  This program provides up to $10,000 and requires a 50% match on a reimbursement basis (ie, the applicant spends $20,000 and is reimbursed $10,000) for the revitalization (limited to bringing it up to code) of the interior of commercial buildings.

- **Commercial Property Improvement Grant Program**
  This program provides up to $10,000 and requires a 50% match on a reimbursement basis (ie, the applicant spends $20,000 and is reimbursed $10,000) for the revitalization of business facades, including awnings, brick pavers, painting, landscaping, etc. according to design guidelines.

- **Commercial Impact Fee Assistance Program**
  This program provides businesses up to $5,000 for the payment of the City police, fire, and transportation impact fees. Applicants can choose to be reimbursed or have the check cut directly to the City's Building Department. No match is required.

- **Residential Property Improvement Grant Program**
  This program provides residential property owners up to $5,000 on a 50% matching and reimbursement basis (ie, the applicant spends $10,000 and is reimbursed $5,000) to improve the exterior of the building. All work must comply with Chapter 50, Historic Preservation requirements, or if not applicable, must be compatible with the surrounding neighborhood.

- **Grants and Aids Program**
  This program provides funding for events that will enhance the economic viability of the CRA District, such as art-related events that will draw visitors from throughout Central Florida.
- The CRA also provides development assistance through agreements that offer incentives in return for a developer or property owner meeting certain requirements. Examples of this type of assistance are the contract with the developers of the Hampton Inn on Flagler Ave, and the contract with the developers of the Flagler Dunes parking lot.
- CRA staff also makes recommendations and processes applications for the Brownfields Grant Program with funding from the US EPA grant. The entire CRA district has received a Brownfields Area designation, which means that any property within the district qualifies for the benefits offered under the *Florida Brownfields Redevelopment Program".*
- The CRA also provides a leased parking space program.

Recommended Action/Motion: None. For informational purposes only. Guidelines for those grant programs are available on the CRA portion of the City's Website at www.cityofnsb.com		
Funding Analysis: Budgeted If not budgeted, recommend funding account: N/A		
Exhibits Attached: None		
Reviewed By:	**Name**	**Signature**
CRA Director	Tony Otte	Tony Otte
Commission Action		

CORRESPONDENCE

CRA DIRECTOR'S REPORT

December 2, 2010

Announcements

- The CRA and the City Commission are scheduled to have a workshop on new incentive/grant programs on Wednesday, January 12, 2011 at 3:30 pm following the regular meeting at 1 pm.
- City and CRA staff is arranging for a tour for the CRA and the Planning and Zoning Board to meet with the CRA directors and other staff in several cities to discuss programs and view projects.

Work Priorities

- CRA Plan Update: I have signed off on the CRA Master Plan Update. AECOM has been very good to work with in ensuring that all four pages of text changes, as well as two pages of budget changes resulting from the exemption of the hospital, have been properly revised (no additional charge for the extra work on the budget changes). AECOM is now preparing the final deliverables per the contract. Once those are received, staff will send them the final payment and will have copies of the plan update printed.
- Dunn Property: The demolition of the buildings and slabs on the site are now complete. Future activities include the following:
- Using grant funds, FDEP is going to assign a contractor to perform remediation activities. FDEP staff is not sure how long this activity will take as they are negotiating with contractors to do the work.
- Landscaping: The Bellamo Herbert scope was approved at the November 30 City Commission for the design of landscaping at a number of "gateways" in the city including the Dunn property corner and the FEC corner easement area across the street. This design work will not start until after the Wayfinding design work is complete.
- As the FDOT design work on the intersection progresses and the amount of property remaining is identified following the design of the right turn lane, staff will explore other uses for the property.
- Staff is following up with a contractor for making cosmetic repairs on the sidewalk and curb and the intersection.
- Wayfinding and FDOT signage: This work is in design and it is anticipated to be complete in the spring.
- Construction work in progress: Mary Avenue, S. Orange Street. There is a permit that the City's design engineer did not anticipate that is likely to result in a change order.
- Brownfields conference: I attended the Florida Brownfields conference (as well as Jake Baker from the Planning Dept who works part-time on CRA projects). In addition to making valuable contacts and discussing a new project, it was again verified that because the entire CRA is in a designated Brownfield area, any property within the CRA is eligible for the Brownfields program benefits, which are substantial (I can provide additional information on this topic.)

- Construction projects in design: Washington Street streetscape phase 1 (Anderson Dixon); Myrtle Avenue (Parker Mynchenberg), Riverside Park lighting (Quentin L. Hampton), Riverside Park seawall (Quentin L. Hampton), Esther Street seawall (Tetra Tech), and Flagler Boardwalk seawall project (Quentin L. Hampton).
- Chamber of Commerce building exterior rehabilitation: The City Commission approved a contract with a general contractor at the November 30 meeting (John Toft Construction).
- Form-based code proposals: the City Commission approved a contract with Land Design Innovations at the meeting on November 30. The consultant is meeting with staff on December 14 to formulate a schedule for the project, including dates for public input. .
- Arts District Overlay – this item will be reviewed later this fiscal year.
- Flagler Dunes parking lot – the lot is substantially complete. Staff is checking on a final item of compliance.
- Panheads Pizza project: A requirement for a "Unity of Title between the adjoining properties was recently completed and the project is moving forward.
- Big Joe's Subs: This project is currently on-hold and may have to be re-submitted.
- Improvements to the side of the Bob Wiley building (where WSBB is located): this project is nearing completion.
- Fox Firestone building: The Fox Firestone building (on 331 Canal St) is now demolished and the debris is being removed. Staff has sent a request for architectural services to the architects with offices on Canal St asking for a quote to prepare a construction drawing for a wooden wall to be constructed on the sidewalk to shield the opening from the street. I have talked to Ann Brady at the Atlantic Center for the Arts about having one or more artists paint the wall.
- W Canal St – Several items in process:
- The work has been substantially complete for several weeks. During a final walkthrough on November 17 the punchlist items were reviewed, and these items are reported to now be complete and ready to be checked.
- Staff has ordered a permanent sign recognizing the State, County, City, and CRA for their partnership in this project. Once the sign is in, the ribbon cutting ceremony will be scheduled.
- Staff is checking on putting up Christmas garland on the new streetlights.
- Department Goals: Each City department was asked in mid-November to submit the top three department goals by the end of the month. For the CRA, I submitted the following goals:
  - Complete the Capital Improvement Program
  - Implement the CRA master Plan Update, including partnership with key organizations such as the Canal St Historic District and the Flagler merchants Association
  - Facilitate redevelopment by maximizing the use of existing and new grant programs, incentives, business expansion and recruitment, and opportunities that are anticipated through the preparation and adoption of the for-based code.
- AOB site offering: Staff completed the Request for Proposals (RFP) for the Sale or Lease, and the development of the Administrative Office Building property. The RFP package is on the City website.

- Washington St. Business Incubator: this project is currently on three simultaneous tracks:
  - I prepared the Request for Qualifications (RFQ) as directed by the CRA to solicit interest from architects for use in this and other projects for Continued Architectural Services. The legal advertisement was published in the News Journal on November 26.
  - Mark Hall and Donna Banks are negotiating a lease with the Hill Family. The lease will be contingent on the CRA and City Commission's willingness to move forward with the rehabilitation of the building following the cost estimate prepared by the architect.
  - Donna Banks has arranged for the start-up of the Business Academy program with a six week course beginning in January to be presented in conjunction with TD Bank at the Babe James Center. Class sessions will cover business topics including budgeting and the use of credit.
- There is now substantive activity in every one of the 13 specific capital projects listed in the CRA Master Plan Update.
- I am just starting to assemble the resumes received for the position of CRA Marketing Coordinator. I am planning to ask a representative of the Canal Street Historic District, the Flagler Merchants group, and staff members from several cities to sit in on the interviews and provide input.
- I have prepared two RFP's for Real Estate Broker Services (one for residential properties and one for commercial properties) that will be reviewed by the City Commission at the December 14 meeting. If approved, it is anticipated that these services will be used in the sale of surplus city properties including some located within the CRA.
- CRA member Chad Schilsky has discussed a new program with me involving the artistic painting of pad-mounted (ground) electric transformer boxes. I plan to place this item on the January CRA agenda. This program has been successful in several other cities!
- Improvements
- The placement of thermoplastic on Canal St between US 1 and Riverside is about 90% complete.
- The metal bands for the streetlight posts on E Canal were removed and repainted gray to match the streetlight poles. The posts will be pressure-washed and the repainted bands will be replaced.
- Staff is exploring options for improving the roundabouts on South Atlantic Ave. In addition, repairs have been ordered for the lights installed by the CRA on South Atlantic.

- Tracking Report Items
  None to report at this time.

- Communications: Please call me at any time with questions, concerns, or suggestions.

FOR 2011 13

ACCOUNTS FOR: 120 COMMUNITY REDEVELOPMENT AGENCY

	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
12051502 COMMUNITY REDEVELOPMENT AGENCY							
120 .51.515.51502.5110.01. EXECUTIVE SALARY	85,010.00	0.00	85,010.00	13,848.00	0.00	71,162.00	16.3%
120 .51.515.51502.5120.01. REGULAR SALARY	162,989.00	0.00	162,989.00	25,577.13	0.00	137,411.87	15.7%
120 .51.515.51502.5140.01. REGULAR OVERTIME	2,000.00	0.00	2,000.00	875.74	0.00	1,124.26	43.8%
120 .51.515.51502.5150.06. SHOE ALLOWANCE	400.00	0.00	400.00	0.00	0.00	400.00	.0%
120 .51.515.51502.5210.01. FICA	18,972.00	0.00	18,972.00	2,975.26	0.00	15,996.74	15.7%
120 .51.515.51502.5220.01. FRS RETIREMENT	3,242.00	0.00	3,242.00	789.23	0.00	2,452.77	24.3%
120 .51.515.51502.5220.03. DC PLAN	17,433.00	0.00	17,433.00	2,637.83	0.00	14,795.17	15.1%
120 .51.515.51502.5230.02. FLORIDA HEALTH CARE	22,233.00	0.00	22,233.00	3,920.17	0.00	18,312.83	17.6%
120 .51.515.51502.5230.04. BCBS INSURANCE	11,633.00	0.00	11,633.00	969.36	0.00	10,663.64	8.3%
120 .51.515.51502.5230.08. MET LIFE DENTAL	1,720.00	0.00	1,720.00	213.15	0.00	1,506.85	12.4%
120 .51.515.51502.5230.09. MUTUAL OF OMAHA	1,818.00	0.00	1,818.00	282.18	0.00	1,535.82	15.5%
120 .51.515.51502.5240.01. WC	4,513.00	0.00	4,513.00	376.08	0.00	4,136.92	8.3%
120 .51.515.51502.5290.01. PERSONNEL ALLOCATION	53,750.00	0.00	53,750.00	4,479.17	0.00	49,270.83	8.3%
120 .51.515.51502.5310.12. LEGAL	50,000.00	0.00	50,000.00	4,198.50	45,801.50	0.00	100.0%
120 .51.515.51502.5310.16. CONSULTANT PROGRAM	615,000.00	1,920.00	616,920.00	1,425.00	103,745.00	511,750.00	17.0%
120 .51.515.51502.5310.23. SURVEYS	22,500.00	0.00	22,500.00	0.00	0.00	22,500.00	.0%
120 .51.515.51502.5310.26. CONSULTANT FEES-POLICY DEVEL	186,000.00	0.00	186,000.00	0.00	0.00	186,000.00	.0%
120 .51.515.51502.5310.90. APPRAISALS	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00	.0%
120 .51.515.51502.5310.99. OTHER PROFESSIONAL SERVICE	28,000.00	0.00	28,000.00	0.00	0.00	28,000.00	.0%
120 .51.515.51502.5320.01. AUDIT	14,446.00	0.00	14,446.00	609.72	11,587.18	2,249.10	84.4%

FOR 2011 13

ACCOUNTS FOR: 120 COMMUNITY REDEVELOPMENT AGENCY

	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
120 .51.515.51502.5340.01. EXTERMINATE SERVICE	0.00	0.00	0.00	50.00	250.00	-300.00	100.0%*
120 .51.515.51502.5340.18. PROPERTY MAINTENANCE	55,000.00	0.00	55,000.00	1,551.21	410.83	53,037.96	3.6%
120 .51.515.51502.5400.05. TRAVEL	4,000.00	0.00	4,000.00	1,655.39	0.00	2,344.61	41.4%
120 .51.515.51502.5400.99. OTHER TRAVEL	500.00	0.00	500.00	110.90	0.00	389.10	22.2%
120 .51.515.51502.5410.01. PHONE CHARGES	2,000.00	0.00	2,000.00	8.51	0.00	1,991.49	.4%
120 .51.515.51502.5410.03. MOBILE PHONE CHARGES	3,336.00	0.00	3,336.00	113.30	0.00	3,222.70	3.4%
120 .51.515.51502.5410.20. POSTAGE	250.00	0.00	250.00	0.00	0.00	250.00	.0%
120 .51.515.51502.5410.21. SHIPPING/HANDLING	350.00	0.00	350.00	0.00	175.00	175.00	50.0%
120 .51.515.51502.5430.01. ELECTRIC AND WATER	70,000.00	0.00	70,000.00	9,854.79	0.00	60,145.21	14.1%
120 .51.515.51502.5450.01. LIABILITY INSURANCE	7,804.00	0.00	7,804.00	180.67	0.00	7,623.33	2.3%
120 .51.515.51502.5450.02. AUTO AND PROPERTY INSURANCE	4,654.00	0.00	4,654.00	387.83	0.00	4,266.17	8.3%
120 .51.515.51502.5460.01. ANNUAL MAINT CONTRACT	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	100.0%
120 .51.515.51502.5463.08. OUTSIDE REPAIRS	500.00	0.00	500.00	0.00	0.00	500.00	.0%
120 .51.515.51502.5463.41. R & M OFFICE EQUIPMENT	500.00	0.00	500.00	0.00	0.00	500.00	.0%
120 .51.515.51502.5463.50. FLEET MAINTENANCE BILLINGS	7,630.00	0.00	7,630.00	0.00	0.00	7,630.00	.0%
120 .51.515.51502.5463.99. R & M EQUIPMENT	500.00	0.00	500.00	0.00	0.00	500.00	.0%
120 .51.515.51502.5464.01. REPAIR & MAINT-OTHER	0.00	9,000.00	9,000.00	0.00	8,118.00	882.00	90.2%
120 .51.515.51502.5464.12. SIGNAL MAINTENANCE-FEC	0.00	0.00	0.00	0.00	7,865.00	-7,865.00	100.0%*
120 .51.515.51502.5464.29. R & M -STREET LIGHT POLES	0.00	0.00	0.00	0.00	2,724.45	-2,724.45	100.0%*
120 .51.515.51502.5464.30. R&M-STREET MAINTENANCE	15,000.00	0.00	15,000.00	338.94	18,449.06	-3,788.00	125.3%*
120 .51.515.51502.5470.99. OTHER PRINT & BINDING	2,000.00	0.00	2,000.00	124.00	0.00	1,876.00	6.2%
120 .51.515.51502.5480.01. PROMOTIONAL EXPENSE	467,500.00	0.00	467,500.00	1,350.00	0.00	466,150.00	.3%

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ACCOUNTS FOR: 120 COMMUNITY REDEVELOPMENT AGENCY

	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
120 .51.515.51502.5490.01.	NEWS ADS						
	2,500.00	0.00	2,500.00	984.71	1,852.79	-337.50	113.5%*
120 .51.515.51502.5490.99.	OTHER CURR CHGS						
	2,000.00	0.00	2,000.00	7,698.61	0.00	-5,698.61	384.9%*
120 .51.515.51502.5510.01.	OFFICE SUPPLY						
	3,500.00	0.00	3,500.00	556.29	2,952.20	-8.49	100.2%*
120 .51.515.51502.5510.05.	OFFICE SMALL MACHINE & EQUP						
	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00	.0%
120 .51.515.51502.5520.01.	GAS/OIL						
	6,424.00	0.00	6,424.00	0.00	0.00	6,424.00	.0%
120 .51.515.51502.5520.04.	UNIFORMS						
	500.00	0.00	500.00	0.00	0.00	500.00	.0%
120 .51.515.51502.5520.64.	PROPERTY MAINTENANCE SUPPLIE						
	35,000.00	0.00	35,000.00	1,037.40	7,689.63	26,272.97	24.9%
120 .51.515.51502.5520.99.	OTHER OPER SUPPLIES						
	6,140.00	0.00	6,140.00	86.09	2,611.56	3,442.35	43.9%
120 .51.515.51502.5540.01.	MEMBERSHIPS						
	15,500.00	0.00	15,500.00	3,820.00	9,375.00	2,305.00	85.1%
120 .51.515.51502.5540.03.	SUBSCR						
	300.00	0.00	300.00	0.00	0.00	300.00	.0%
120 .51.515.51502.5540.04.	SEMINAR/CONF REGISTRATION						
	5,000.00	0.00	5,000.00	700.00	0.00	4,300.00	14.0%
120 .51.515.51502.5590.02.	O/H OPERATING EXPENSE						
	176,799.00	0.00	176,799.00	14,733.25	0.00	162,065.75	8.3%
120 .51.515.51502.567.758.	ESTHER STREET PROJECT						
	869,550.00	0.00	869,550.00	3,470.00	36,810.00	829,270.00	4.6%
120 .51.515.51502.5677.76.	WEST CANAL STREETSCAPE						
	0.00	540,025.88	540,025.88	191,637.93	224,196.73	124,191.22	77.0%
120 .51.515.51502.5677.77.	MARY AVENUE STREETSCAPE						
	870,729.00	14,282.32	885,011.32	0.00	743,878.04	141,133.28	84.1%
120 .51.515.51502.5677.78.	FLAGER AVENUE BOARDWALK						
	482,669.00	63,500.00	546,169.00	0.00	63,500.00	482,669.00	11.6%
120 .51.515.51502.5677.79.	SOUTH ORANGE AVENUE						
	0.00	728,431.70	728,431.70	0.00	728,756.70	-325.00	100.0%*
120 .51.515.51502.5677.81.	WASHINGTON STREET IMPROVEMEN						
	930,000.00	0.00	930,000.00	0.00	126,000.00	804,000.00	13.5%
120 .51.515.51502.5677.82.	MYRTLE AVE PROJECT						
	465,000.00	0.00	465,000.00	0.00	400.00	464,600.00	.1%
120 .51.515.51502.5677.87.	PUBLIC ART						
	13,600.00	0.00	13,600.00	0.00	0.00	13,600.00	.0%
120 .51.515.51502.5677.88.	FLAGER DUNES PARKING/LEASE I						
	68,000.00	0.00	68,000.00	0.00	0.00	68,000.00	.0%
120 .51.515.51502.5678.42.	CHAMBER RESTORATION PROJECT						
	200,000.00	13,954.48	213,954.48	0.00	13,954.48	200,000.00	6.5%

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ACCOUNTS FOR: 120 COMMUNITY REDEVELOPMENT AGENCY	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
120 .51.515.51502.5678.85. DUNN LAND ACQUISITION	65,000.00	0.00	65,000.00	0.00	34,266.49	30,733.51	52.7%
120 .51.515.51502.5678.95. RIVERSIDE PARK UPGRADES	400,000.00	75,865.00	475,865.00	13,915.00	80,650.00	381,300.00	19.9%
120 .51.515.51502.5679.06. WASHINGTON STREET BUSINESS I	279,000.00	0.00	279,000.00	0.00	0.00	279,000.00	.0%
120 .51.515.51502.5679.08. GATEWAY LANDSCAPING & BEAUTI	60,450.00	0.00	60,450.00	0.00	0.00	60,450.00	.0%
120 .51.515.51502.5679.09. WAYFINDING AND SIGNAGE	279,000.00	0.00	279,000.00	0.00	48,650.00	230,350.00	17.4%
120 .51.515.51502.5830.01. FACADE IMPROVEMENTS	90,000.00	0.00	90,000.00	0.00	30,000.00	60,000.00	33.3%
120 .51.515.51502.5830.02. IMPACT FEES- GRANTS/AID	85,000.00	-9,000.00	76,000.00	0.00	0.00	76,000.00	.0%
120 .51.515.51502.5830.03. DEVELOPMENT ASSISTANCE & INC	1,379,533.00	0.00	1,379,533.00	0.00	0.00	1,379,533.00	.0%
120 .51.515.51502.5830.04. REVITALIZATION GRANT	90,000.00	0.00	90,000.00	0.00	0.00	90,000.00	.0%
120 .51.515.51502.5830.06. OTHER GRANTS AND AIDS	110,249.00	0.00	110,249.00	0.00	45,000.00	65,249.00	40.8%
TOTAL COMMUNITY REDEVELOPMENT	8,947,626.00	1,437,979.38	10,385,605.38	317,541.34	2,400,669.64	7,667,394.40	26.2%
TOTAL COMMUNITY REDEVELOPMENT	8,947,626.00	1,437,979.38	10,385,605.38	317,541.34	2,400,669.64	7,667,394.40	26.2%
TOTAL EXPENSES	8,947,626.00	1,437,979.38	10,385,605.38	317,541.34	2,400,669.64	7,667,394.40	

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	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
GRAND TOTAL	8,947,626.00	1,437,979.38	10,385,605.38	317,541.34	2,400,669.64	7,667,394.40	26.2%

** END OF REPORT - Generated by Claudia Soulie **

Capital Improvement Projects Tracking Form

Project Name	Project Description	Total Project Budget	Spent to Date	Contact
Mary Avenue Streetscape Project - Phase I (Under Construction)	Phase I - Streetscape and Drainage Improvements from N Myrtle Ave to US1 Phase II - Streetscape and Safety Improvements within FECR R/W	$1,500,000	$0	Michelle Martin
Orange St Streetscape Project (Under Construction)	Streetscape, Drainage, and Parking Lot Improvements from Lyrtle Ave to Canal Street	$1,200,000	$0	Michelle Martin
Washington St Streetscape Project (In Design)	Phase I - Streetscape and Drainage Improvements from N Myrtle Ave to US1 Phase II - Streetscape and Drainage Improvements from US1 to Riverside Drive	$930,000	$0	Michelle Martin
Washington Business District (RFQ Advertised)	Development of a Business Incubator and Start-ups	$279,000	$0	Tony Otte
Riverside Park Seawall (In Design)	Reconstruct Seawall and Boardwalk	$530,000	$109,820	Kyle Fegley
Riverside Park Lighting (In Design)	Park Lighting Rehabilitation	$400,000	$0	Michelle Martin
Flagler Boardwalk and Seawall (In Design)	Reconstruct Seawall and Boardwalk, upgrade Restroom Facilities and County Facility, upgrade Parking Lot	$2,000,000	$0	Khalid Resheidat
Esther St Park and Seawall (In Design)	Reconstruct Seawall and construct Park Amenities	$1,419,550	$3,190	Gail Henrikson
Esther St Drainage Improvements (In Design)	Construct Drainage Improvements	$512,500	$8,300	Kyle Fegley
Chamber of Commerce Bldg Rehab (Under Construction - soon)	Exterior Rehabilitation	$515,600	$31,241	Kyle Fegley
Signage and Wayfinding (In Design)	Erect new Wayfinding Signs	$279,000	$12,988	Tony Otte
Gateway Landscaping (In Design)	Improvements to Gateway Corridors	$60,450	$0	Marissa
Myrtle Ave Infrastructure Project (In Design)	Landscaping at intersections and other possible locations pending obtaining easements, and repair or replace the sidewalk on the west side of N Myrtle Ave from Julia St to Mary Avenue	$465,000	$2,800	Khalid Resheidat
Coronado Shuffleboard Courts and Restroom Facility (Under Construction)	Construct New Restroom Facilities and Improvements to the existing Shuffleboard Courts	$171,281	$66,685	Kyle Fegley

US1 and Canal Street (In Design)	Intersection Improvements, Including Adding Turning Lanes	$0	$0	Dennisse Zornan
W Canal Streetscape Project (Construction Substantially Complete	Streetscape and Drainage Improvements from Myrtle Ave to FECR Railroad Tracks	$2,925,225	$2,843,357	Michelle Martin
Dunn Lumber Demolition (Demolition Complete)	Demolish 2 Buildings at 533 Canal Street	$34,266	$34,266	Michelle Martin
Flagler Dunes Parking Lot (Construction Substantially Complete)	Improvements to create a Parking Lot and Lease Spaces	$68,000	$0	Michelle Martin