Community Redevelopment Agency

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

January 27, 2012

**MEMORANDUM**

James Peterson, Vice Chair
Chad Schilsky
John Kinney
Melissa Latty

May this serve as your official notification of the **REGULAR MEETING** of the Community Redevelopment Agency to be held on **Wednesday, February 1, 2012 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, FEBRUARY 1, 2012 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 CRA Meeting January 11, 2012

## 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:

None

## 6. OLD BUSINESS

1. 524 Canal Street – Opportunity Site Application (Badcock Building)
2. 306/308 N. Orange Street – Significant Façade Grant
3. Combined Rental Assistance Program (Revised and updated)

## 7. NEW BUSINESS

1. 219 N. Dixie Freeway – Stuart's Car Care Center
2. 634 3rd Ave. – Combined Grant
3. Rental Assistance Program Application for "The Hub"
4. Discussion on Housing Initiatives

## 8. REPORTS AND COMMUNICATIONS

A. Director's Report
B. CRA Attorney's Report
C. Capital Projects Report (included in 8. A.)
D. Commissioner Report
E. Tracking report
F. Correspondence

## 9. ADJOURNMENT

Pursuant to Chapter 80-15 of the Florida Sessions Laws, if an individual decides to appeal any decision made with respect to any matter considered at a meeting or hearing, that individual will need to ensure that a verbatim record of the proceedings is made.
In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Board Secretary listed below prior to the meeting:
Claudia Soulie, CRA Administrative Assistant, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168, (386) 424-2265.

# *CONSENT AGENDA*

# MINUTES OF THE
# CITY OF NEW SMYRNA BEACH
# COMMUNITY REDEVELOPMENT AGENCY
# MEETING OF JANUARY 11, 2012
# CITY COMMISSION CHAMBER, CITY HALL, 210 SAMS AVE.
# NEW SMYRNA BEACH, FLORIDA

CRA Chair James Kosmas called the CRA meeting to order at 2:00 p.m.

**Answering to roll call:**

**James Kosmas**
**James Peterson**
**John Kinney**
**Melissa Latty**

Also present were CRA Director Tony Otte; CRA Administrative and Program Specialist Claudia Soulie, and CRA Attorney Mark Hall. Commissioner Chad Schilsky was excused absent. Commissioner Doug Hodson had resigned effective 12/23/11.

## CONSENT AGENDA

A. Approval of Minutes – Regular Meeting December 7, 2011

**Mr. Kinney made a motion to approve the Minutes as written; seconded by Ms. Latty. Motion carried on roll-call vote 4–0.**

## 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.

Mr. Ron Grutz, 4493 S. Atlantic Ave, stated that he and his partner just recently purchased 311 and 315 Live Oak and were planning on converting the property to an eclectic furniture store accompanied by a wine bar. Mr. Grutz asked to be able to meet with the CRA Commissioners individually to inform them of the plans, as they were going to apply for a grant to assist with the project.

**

Mr. David Swentor with Premiere Development in South Carolina was present to give an update on the progress of the Hotel construction on Flagler Ave. Mr. Swentor showed a brief slide show depicting the site plan and progress pictures. Mr. Swentor stated that the courtyard needed to be redesigned, as they had to remove a tree that the courtyard was built around due to a beetle infestation. Mr. Swentor continued that progress pictures would be available on their website, so the Public could stay informed.

A brief discussion ensued about this now being a private project, as the title closed in July 2011, but that the CRA and the buyer had agreed to economic incentives to be paid to the

buyer upon obtaining a Certificate of Occupancy. Also, for ease of obtaining information on the project, the Public could contact the City Clerk to request a copy of records.

Further discussion ensued about when the infestation was noticed and the difficulty of eradicating the beetles once they have infested trees.

**

Ms. Cherie Coccia, 1300 West Roberts, Orange City and property owner at 219 Florida Ave asked that the CRA get a copy of the tree beetle report from the Developer and that she would also like to see that report. She further stated that she wanted the record to reflect that, in her opinion, there was no small comp plan amendment completed for this parcel as well as there was no proof of the recording of the mortgage for the Capstone loan.

**

Hearing no further requests, Mr. Kosmas closed the Public Participation portion.

**PRESENTATION:**

None

**OLD BUSINESS**

A. Combined Grant – 407 Downing Street

Mr. Otte stated that on September 7, 2011 the applicant submitted an application proposing to convert the first floor of the existing residential duplex building into a professional office space. The second floor would remain as a residential space.

Mr. Otte continued that the CRA, during this meeting, denied the applicant's request for a grant with the reasoning that part of the work had already started, however another application could be considered under a new permit.

The applicant had now submitted a new application for work on the project and staff recommended approval for the majority of the work, except the costs for the permits and design assistance. While those costs are normally allowed as eligible expenses, staff felt that there was no clear delineation of what portions of the costs pertain to the original or the proposed new permit.

The application has received the necessary points to qualify for consideration and staff recommended approval of the revised cost estimate in the amount of $19,090 (CRA reimbursement amount of $9,545).

Mr. Reed Hadley, representative for the applicant, was present and gave a brief explanation of the cost for the design assistance and asked the CRA to consider a portion of the costs for the design assistance.

A brief discussion ensued about the existing and the proposed portion of the project and the CRA agreed to allow an additional $5,298 for design assistance, bringing the total eligible cost to $23,388 (of which the CRA will reimburse $12,194).

**Mr. Kinney made a motion to approve the Combined Grant for 407 Downing Street in the reimbursement amount recommended by staff ($9,545) with an additional 50% of $5,298 ($2,649) for design assistance; seconded by Mr. Peterson. Motion carried on roll-call vote 4–0.**

B. Discussion of Opportunity Site Program

Mr. Otte stated that the Opportunity Site Program had been approved by the City Commission on August 23, 2011 and that the program is called for in the CRA Master Plan Update. Mr. Otte gave a summary of the sites that are already on the list and of the activities that the program has had since its approval in August.

Mr. Otte continued that staff was requesting discussion on the options for site identification and Opportunity site status determination for properties not on the list through more specific criteria and a possible funding cap.

A brief discussion ensued about the original intent of the program and the direction it had taken. The CRA agreed to defer this item to the joint CRA/City Commission meeting on January 18, 2012 for direction.

Mr. Kosmas asked that his fellow Commissioners bring their specific vision of what they perceive an opportunity site to be to the Joint meeting.

Mr. Ron Grutz asked to address the CRA and commented on the list of opportunity sites and that some investors make business decisions based on this map. Mr. Hall cautioned that the disclaimer in all of the CRA grants states that there is no obligation on the part of the CRA to award a grant to an applicant who may meet the guidelines, but that an application only provides the opportunity to be considered.

**

Mr. Kosmas called for a five (5) minutes recess.

## NEW BUSINESS

A. Opportunity Site Grant Application – 524 Canal Street

Mr. Otte stated that the Badcock Building is located at 524 Canal St at the SE corner of US 1 and Canal St and is currently owned by Badcock Family Properties, LLC. The property is under contract to be sold to Canal St Properties, LLC (Dr. Phillip Stevens, Dr. Jeff Timko, and Dr. Kevin Barber). The closing is anticipated sometime later this month. This building was formerly used as a furniture store and has been vacant for approximately six years. At present the building has a blighted appearance and is in need of extensive renovation. It is one of the most prominent buildings in the CRA, and is the only building identified in the CRA Master Plan Update that has an entire page devoted to it. The building is also cited as an "Opportunity Site" and is considered a gateway feature to the commercial district on Canal St, east of US 1. The proposed use of the building is for medical, retail, and restaurant uses.

Mr. Otte stated that staff was looking for approval of the "Conceptual Deal Points" and authorization to prepare a contract.

Mr. Ernie Johnson, representative for the applicant was present and a brief discussion ensued about the purchase price for the property in relation to the reimbursement amount that is being requested.

The CRA agreed that this is a very valid project but decided to defer this item to the joint CRA/City Commission meeting on January 18, 2012 for direction on the funding for opportunity sites.

**Ms. Latty made the motion to continue the discussion at the January 18, 2012 joint CRA/City Commission meeting at which time the funding amount should be discussed; seconded by Mr. Kinney. Motion carried on roll-call vote 4–0.**

**

Ms. Soulie asked to read Form 8B Memorandum of voting conflict into record. This form was completed by Chair Kosmas at the December 7, 2011 CRA meeting pertaining to the Grant request for 306/308 Orange Street where Mr. Kosmas declared a conflict.

## REPORTS AND COMMUNICATIONS

A. Director's Report

Mr. Otte reiterated that there will be a special CRA/CC meeting on January 18, 2012 at 4:00 pm and also informed the CRA about a Townhall meeting on Monday, January 23, 2012 at 5:00 pm hosted by County Council Member Joyce Cusack as well as a ribbon cutting on Myrtle Ave and ground breaking for the Riverside Park project on January 31, 2012.

B. CRA Attorney's Report

Mr. Hall had no updates, but was available for questions if there were any

C. Capital Projects Report

The CRA had no questions or comments.

D. Commissioner Report

Mr. Peterson asked for clarification on how agenda items that the CRA acted on (for example tabled, or deferred) get placed on the City Commission agenda at their next meeting.

A brief discussion ensued about the policy behind agenda items getting placed on the City Commission agenda and that staff would continue letting the CRA know when this occurred. Mr. Kosmas stated that he was fully aware that the CRA is acting in an advisory capacity, but has issues with decisions being overridden because of a lack of agreement in policy. Mr. Kosmas was hopeful that the CRA and City Commission will be able to coordinate the policies, which would aid in clearer decision making on the CRA's part.

Ms. Latty had no comments.

Mr. Kosmas commented on recent articles and blogs and stated that he had no problem with people disagreeing with him in this capacity as a CRA Commissioner, but when they started personal attacks it crossed the line.

Mr. Kinney stated that it was a good meeting and that he felt the qualifications for being eligible to serve on the CRA might need to be revisited. He suggested not making it mandatory that potential applicants have to live, work or own a business in the district as this might increase objectivity.

E. Tracking report

No updates

F. Correspondence

Mr. Kosmas commented on Mr. Doug Hodson's resignation letter and complimented Mr. Hodson's on his excellent and long service to the CRA and the Community. Mr. Kosmas felt that the CRA had lost a lot of talent with the resignations of former long-time Commissioners.

Hearing no further comments, Mr. Kosmas entertained a motion to adjourn.

**ADJOURNMENT**

**A motion was made to adjourn; all agreed. Meeting adjourned at 3:58 pm.**

# *OLD BUSINESS*

# AGENDA ITEM SUMMARY

**Staff Member Making Request** Tony Otte

**Meeting Date:** February 1, 2012

**Action Item Title:** Opportunity Site Grant Application: Badcock Building, 524 Canal St

**Agenda Section:** Consent_____ Public Hearing_____ Special Items___x__

**Summary Explanation and Background**

Introduction

The Badcock Building is located at 524 Canal St at the SE corner of US 1 and Canal St. It is currently owned by Badcock Family Properties, LLC, and is under contract to be sold to Canal St Properties, LLC (Dr. Phillip Stevens, Dr. Jeff Timko, Dr. Michael Cady, and Dr. Kevin Barber). The closing is anticipated sometime later this month. This building was formerly used as a furniture store and has been vacant for approximately six years. At present the building has a blighted appearance and is in need of extensive renovation. It is one of the most prominent buildings in the CRA, and is the only building identified in the CRA Master Plan Update that has an entire page devoted to it (p. 33). The building is also cited on p. 45 as an "Opportunity Site". The building is considered a gateway feature to the commercial district on Canal St, east of US 1.

Drs. Stevens and Timko are presently located at 330 Canal St and operate as Total Vision Eye Health Associates. This business is growing and the present location, which is owned by Michael Cady, Jeffrey Timko, and Phillip L. Stephens, cannot accommodate the need for expanded space. It is anticipated that the current location will be leased to another business. Total Vision has 5 locations and 46 total employees, with 11 employees at in the New Smyrna Beach location.

Proposed Use

The proposed use of the building is for medical, retail, and restaurant uses. A floor plan to provide space for these uses is attached.

Building Renovation

Exterior: The applicant has hired a local architect, Jay Pendergast, who has completed elevation drawings of the building as well as a rendering of the building from the corner of US 1 and Canal St. The exterior renovation includes the heightening of the wall facing this corner with a clock and a hip roof feature to create an aesthetically pleasing focal point for this prominent corner. In addition, the plan calls for wall off-sets, awnings, the creation of a courtyard entrance on the West side (US 1 side) of the building near the mid-point of the building line, the addition of "island-type" shutters on the two story section of the West wall, and hip-roof structures at several locations. The exterior renovation proposed is a significant improvement to the existing structure.

Interior: The existing footprint of the building would remain the same. For interior renovations, the new owners are proposing a plan to create three spaces in the northern half of the building, to be occupied by an optical store, a medical facility for eye doctors, and a copy/printing/copy machine sales store. A tenant for the remainder of the building has not yet been identified - the proposed use is a restaurant.

Environmental The site has been identified to have chlorinated solvents above applicable regulatory guidance concentrations in groundwater samples collected from within the boundaries of the site. Based on historic research, it appears that the contaminant plume originates south of the site and has been carried onto the site by the surficial groundwater aquifer. A copy of the FDEP letter (dated May 19, 2010) is attached, along with a letter from Universal Engineering which summarizes the FDEP findings. The FDEP letter states it policy regarding liability. The lender has stated that they will review this matter during due diligence.

Contractor Quotes for Proposed Renovation Work

Two contractors have provided preliminary quotes for the renovation work, with a third quote pending. The quotes received are as follows:

- $948,405, from R/J Group, Inc., Port Orange
- $979,750, from Interior Exterior Services, Edgewater

The applicant is requesting 50% of the low quote for a grant amount of $474,202.50, (Note: this figure may change if a lower third quote is received.)

Financing

The buyer as applied for and received a financing commitment from Regions Bank for both purchasing the building and a portion of the funds needed for renovation.

Analysis
This building has been identified as a key location in the CRA Master Plan Update, and this application represents an opportunity for the CRA to make a "signature" statement in the redevelopment of the Canal St. area and the implementation of the plan.

Without CRA funding, it is anticipated that the building would be purchased and minimal improvements would be performed using funds through a conventional renovation loan. The funding necessary to create the gateway vision that is portrayed in the rendering and the elevations is not supportable from Canal St market lease rates. In this way, the CRA funding acts as "gap financing", which enables the buyer to create a suitable gateway and "rough" interior renovations of the building so that it is ready for tenants to provide the build-out. With both the acquisition and renovation loans, it is anticipated that the buyers will personally guarantee the repayment of loans that total on the order of $1 million.

**Recommended Action/Motion:**

Approval of the "Conceptual Deal Points" and authorization to prepare a contract. (It is anticipated that this contract would be presented to the City Commission at a Commission meeting on February 28 or later, as soon as a contract can be negotiated.)

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

Funding for Opportunity Site Grants is appropriated in line item 12051502 583003, Development Assistance & Incentives, which presently has $754,533 available. (Note: there are several Opportunity Site related applications being developed.)

**Exhibits Attached:**

1. "Conceptual Deal Points" for the award of an Opportunity Site Grant
2. Application submitted by the Applicant, including plans, a rendering, and two letters from the lender (Regions Bank).

| **Reviewed By:** | **Name** | **Signature** |
|---|---|---|
| CRA Director | Tony Otte | Tony Otte |
| **Commission Action** | | |

# Proposed Deal Points

# Application for an Opportunity Site Grant

# Badcock Building

The New Smyrna Beach CRA will provide an Opportunity Site Grant for the renovation of the Badcock Building at 524 Canal Street as follows:

1. The total Badcock building renovation is estimated to cost $948,405 (total project budget. Note that this figure may change if the third contractor's estimate is lower). The Opportunity Site Grant for the Badcock Building will not exceed $474,202.50 and will be provided on a 50/50 matching and reimbursement basis in two phases as provided herein.

2. If there are additional costs for the project that were not anticipated in the project budget, the property owner shall be responsible to fund those costs.

3. If the final cost is less than the Project Budget, the amount of the CRA Opportunity Site Grant will be reduced accordingly to provide funding at 50% of the eligible costs.

4. Per program requirements, the property owner is "the applicant" for CRA funding under the Opportunity Site program. A letter from the current property owner, Badcock Family Properties LLC, is attached to the application. However, it is anticipated that the property will be purchased in the next 90 days by Canal Street Properties, LLC. The application is based on plans that the buyer expects to construct. Therefore, the grant award is contingent on:

    a. The Canal Street Principals executing and providing to the CRA the operating agreement as required by the lender which describes the participation of the partners of the applicant organization;

    b. Canal Street Properties LLC closing on the property; and

    c. Canal Street Properties LLC closing on the construction loan.

5. The work to be completed is depicted in the architect's rendering, the site plan, and the floor plan for the renovation of the Badcock Building, subject to permit review. These and other application documents are included in the contract by reference.

6. The work will be completed in two phases (the scope of each phase has not yet been determined.) The intent of the renovation design is to provide a central service core for restrooms, deliveries, utilities, and circulation. An open air courtyard is adjacent to US on the western edge of the central core. The building will be divided into multiple tenant

spaces. The scope of work is to include the following: new electric, new plumbing, new roof and insulation, a standing seam metal roof, new heating, ventilation, and air conditioning system, new impact resistant windows and doors, new parapet, new rest rooms, courtyard finishes, new stucco, new paint, landscaping, and site work, with the existing interior to be demolished and the tenant separation to be fire rated. The interior build-out will be done by future tenants.

7. The granting of CRA funds in this program for this project is contingent on City Commission approval of this contract and related documents.

8. The building must comply with all local, state, and federal enactments including land use regulations, the City's Land Development Regulations, zoning, building codes and permitting procedures, The Canal Street Design Guidelines, and any other applicable laws and regulations.

9. The applicant must supply approved plans and specifications, a detailed time schedule and schedule of costs, which shall be attached to the grant and become a condition of the grant, to be provided prior to permit approval. The time schedule shall provide that all permits shall be received no later than 120 days following City Commission approval of the grant, and that both phases of the building renovation will be completed no later than one year from the date of City Commission approval. Any extension request shall be due to a cause not contemplated by the parties and shall not be unreasonably withheld. In order to be granted such an extension request must be approved by both the CRA and the City Commission.

10. Any transfer of substantial ownership other than that described in paragraph 4, as long as this CRA is in existence, shall be subject to approval of the CRA and such approval shall not be unreasonably withheld. If the property is sold before five years from the issuance of the certificate of occupancy, the grant shall be re-paid to the CRA or City.

11. The applicant must give assurance of the applicant's performance by providing a second mortgage or other suitable security to the CRA and City until all loans are repaid.

12. The applicant will provide periodic reports which may be the same as submitted to the lender including vacancy rates and the use of each space within the building including a description of each use, and the lease amount for the spaces.

13. The applicant shall maintain substantial equity participation in the project to be specified in the contract or provide documentation that the principals are personally guaranteeing loans for the project in an amount exceeding $1 million. This provision shall be in effect for five years from certificate of occupancy.

14. The applicant or any successor or assignee will maintain the redeveloped property to the standard shown in the plans and specifications, normal wear and tear excepted.

15. The applicant or any successor or assignee will maintain appropriate insurance coverage on the building and premises until all grant funds are dispersed and as long as he or she owns the property.

16. All representations by the applicant are true and complete.

17. The applicant represents that there are no environmental issues that would obstruct the intended commercial use of the building.

18. The applicant understands that:

    a. All CRA grant approvals are contingent on permitting and development approvals.

    b. Any expenses related to the preparation of the grant application or materials in support of the grant application, including conceptual plans, studies, and work performed on site prior to final grant approval, etc are ineligible expenses

    c. This Opportunity Site Grant is the only Opportunity Site Grant that will be awarded for this site

    d. The property will not be delinquent in the payment of property taxes throughout the term of ownership.

    e. Violations of the terms and conditions of the grant shall be deemed a violation for Code Enforcement purposes.

    f. CRA funds shall be provided on a 50/50 matching basis for those costs identified as eligible costs in the project budget. There shall be a single reimbursement payment for the appropriate portion of CRA funds at the end of each of the two phases of building renovation work, and payment shall be made following the submission of documentation of cost and payment, inspections by City staff throughout the renovation process, and acceptance of the work by CRA and City staff.

16. Disputes shall be decided by the CRA Board of Commissioners and the City Commission.

17. Other terms may be required prior to grant award.

Note: 1 pm Jan 26, 2012

Application for CRA Opportunity Grant

For

# The Badcock Building

524 Canal Street,

New Smyrna Beach, FL 32168

Current Owner: Badcock Family Properties, LLC

Future Owner: Canal Street Properties, LLC

Dr. Phillip Stevens
Dr. Jeff Timko
Dr. Kevin Barber

Agent: William E. Johnson, Broker

Please accept this as application for the City of New Smyrna Beach Community Redevelopment Agency's Opportunity Site Program funding.

Below is a description of the property, as directed in Item 2. For Privately Owned Property. Of the Application Process.

a. A copy of the property record card from the property appraiser's website. (exhibit 1.)

b. An aerial of the property. (exhibit 2.)

c. The size of the property is 15,561 Sq. Ft. on 30,740 Sq. Ft of Area

d. The future land use designation and zoning is intended to remain the same.

Mixed Use (CBD) – see attached uses. (exhibit 3.)

e. A general description of the property. The property is one of the largest, most prominent buildings in the Central Business District of New Smyrna Beach. It is currently in need of major renovation to make it available for any approved uses.

f. Existing utilities serving the property. All utilities needed are currently available. Electric, water, sewer and gas are available and currently electrical & water services are on.

g. A concurrency analysis is not warranted for this property as no new uses would create more intense demand for services or pressures on existing infrastructure. A discussion was held with Gail Henrikson, NSB Chief Planner, she determined the site would not create any concurrency issues, and existing zoning (MU) was suitable for the site. I have called to schedule a formal meeting with Gail to confirm and have her follow up in writing.

h. The property has been used as a showroom for the Badcock Corporation to sell furniture and has been vacant for approximately 6 years.

i. The proposed construction would consist of a total renovation inside & out, possibly including site work on the existing parking lot.

j. Proposed use of the building would be medical, retail & restaurant. The concept includes using the existing footprint of the building, then renovating the entire exterior and interior of the existing structure to create a uniform, pedestrian friendly facility, suitable for a range of uses. Due to the prominent location at New Smyrna Beach's busiest intersection retail, medical and restaurant concepts are expected to be most desirable and create the highest and best use.

k. Conceptual plan. (exhibit 8)

l. Budget & Cost Estimates (exhibit 4).

Description & Vision

The applicant is a prospective buyer with significant escrow in place. The buyer has applied for and received a financing commitment from Regions Bank (exhibit 5.), including both purchase funds and construction/build out monies. Regions Bank will approve and fund construction / build-out of this property, giving the CRA additional reassurance all expenditures will be in-line with market cost structures and approved by not only city oversight, but a financial institution as well.

Closing is expected during the month of December; the buyer's agent has received extensions and other accommodations as requested in the past; however no additional ones are expected to be required.

The Badcock Building is the most prominent opportunity site listed in the CRA's Opportunity Site Grant Application, along with being the only building to have its' own page in the CRA's July 2009 Gibbs Planning Group Study, emphasizing the need for redevelopment of this site. The Badcock Building is a high priority site for the CRA, the City of New Smyrna Beach, local residents, tourists and traffic that passes along the US 1 corridor.

We believe the future will bring an increased importance to the US 1 corridor, particularly at US 1 & Canal Street. Emphasis is being placed on the upgrading and enhancement of this stretch of highway and can only be achieved by investments in properties such as the Badcock Building.

As newer "box" retail moves further west along the I-95 Corridor, we believe US 1 and Canal Street will see revitalization. A similar example would be when malls invaded mid-town America. At first, the downtown central business district was devastated by the mass migration of department stores and surrounding shops. Over time, these downtown areas gentrified into higher end stores and shops with a quaintness and/or charm not felt at the new retail locations.

The US 1 & Canal Street intersection will also benefit from upcoming DOT infrastructure improvements enhancing the location and accessibility of the Badcock Building.

Our emphasis is to create a new, highly visible medical, retail and restaurant location located at the busiest intersection in New Smyrna Beach (26,000 cpd). The facility lends itself to higher end retail located in the north section of the building, facing Canal Street. Most likely, three shops with entrances off Canal Street. Along with one or two shops with entrance features along US 1, creating a more aesthetically pleasing building, instead of a long featureless side, as exists now. This should enhance the downtown CBD, and entice shoppers and visitors to park south of the Badcock Building and make better use of the pedestrian walk way along US 1, southwest of Canal Street.

The building will be logically divided as described above, leaving approximately 6,000 sq. ft for another single user facing south, towards northbound traffic on US 1. The size and style of this portion of the facility will, hopefully, be used by a sit down restaurant or Jr. Anchor. The footprint is very similar to that of many sit down, lunch & dinner food service establishments such as Stonewoods, Longhorns, 5 Guys Burgers, Houligan's, Bonefish....etc. Another logical and appropriate use of the 6,000 sq foot southern section would be as a Junior Anchor. Thus improving the cross shopping and destination retail so desperately needed in the New Smyrna Beach Central Business District, as identified by the July 2009 Gibbs Planning Group Study.

The building style is in keeping with other recent developments, enhancing the charm and feel of New Smyrna Beach in its quest to retain its identity. See attached renderings and elevations.

GRANT REQUEST: 50/50 Matching grant with a cap of $474,202.50 based on a total qualified expenditures of $948,405.00.

Should expenditures be less than anticipated the grant will be reduced accordingly.

Information concerning applicant:

Agent: William E Johnson, Broker

Agent for Buyer/Owner

PO Box 1001

New Smyrna Beach, FL 32168

386.547.5660 Phone 386.423.1490 Fax

Previous Experience:

Developer for AIG BAKER SHOPPING CENTER PROPERTIES, Birmingham, AL. Developer of The Residences at Turnbull Bay an 88 unit townhome PUD. Worked with NSB Planning Dept on Large and Small Scale Comprehensive Use Plan Amendments for 14, 10 and 18 acre residential developments. Broker, Turnbull Bay Real Estate.

Owners: See Bios (Exhibit 6)

Total Vision has 5 Locations, New Smyrna Beach, Deland, Debary, Port Orange, Palm Coast

Total Vision has a total of 46 employees, 11 in New Smyrna Beach with the majority of the rest in Volusia County.

Recent Development Experience has been:

Total Vision Center

5820 S. Williamson Rd.

Port Orange, FL

And

Orange City Ambulatory Surgical Center

975 Towne Center Dr.

Orange City, FL

No legal Proceedings, nor has any bonding agency claims been made.

Development References : Steve Costa, Charles Wayne Properties, 386.473.7600

Bonding Ability shall be demonstrated with Construction / Build Out Financing

Engineering Letter of Opinion (Exhibit 7)

# Badcock Opportunity Site Grant Application

## Exhibits

1. Notice of Proposed Property Tax
2. Aerial View
3. Mixed Use Zoning District (Central Business District)
4. Contractor Estimates
5. Letter from Regions Bank
6. Canal Street Properties LLC (information sheet)
7. Rendering of the Proposed Project
8. Proposed elevations and floor plan
9. Letter from the current owner, Badcock Family Properties LLC
10. Contact information for the current owner, and the buyer
11. Evidence of incorporation for the buyer, and the seller
12. Information regarding environmental findings:
    a. Universal (engineering firm) letter
    b. FDEP letter
    c. Site Investigation Section Report pages, including Executive Study and Table of Contents
    d. Letter from Regions Bank regarding environmental study
13. Statement of Agreement to allow for third party review of the project business plan
14. Statement regarding tenant rates

Volusia County Appraisers Office

The Volusia County Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The values shown in the Total Values section at the end of the Property Record Card are "Working Tax Roll" values, as our valuations proceed during the year. These Working Values are subject to change until the Notice of Proposed Taxes (TRIM) are mailed in mid-August. For Official Tax Roll Values, see the History of Values section within the property record card below.

Notice of Proposed Property Tax

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| Last Updated: 09-20-2011<br>Today's Date: 9-28-2011 | Volusia County Property Appraiser's Office<br>Property Record Card (PRC)<br>Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A.<br>Property Appraiser | | Volusia County FLORIDA |
|---|---|---|---|
| Full Parcel ID<br>Short Parcel ID | 41-17-34-38-27-3670<br>7441-38-27-3670 | Mill Group | 601 New Smyrna Beach |
| Alternate Key | 3881389 | 2011 Proposed Millage Rate | 23.07000 |
| Parcel Status | Active Parcel | PC Code | 11 |
| Date Created | 06 JAN 1982 | | |
| Owner Name | BADCOCK FAMILY PROPERTIES LLC | | GO TO ADD'L OWNERS |
| Owner Name/Address 1 | | | ESTIMATE TAXES |
| Owner Address 2 | PO BOX 497 | | |
| Owner Address 3 | MULBERRY FL | | |
| Owner Zip Code | 33860 | | |
| Location Address | 524 CANAL ST NEW SMYRNA BEACH 32168 | | |

| LEGAL DESCRIPTION |
|---|
| LOTS 367 TO 372 INC E OF US I BLK 27 ANDREWS NEW SMYRNA PER |
| OR 4941 PG 3636-3637 |

SALES HISTORY — GO TO ADD'L SALES

| # | BOOK | PAGE | DATE | INSTRUMENT | QUALIFICATION | IMPROVED? | SALE PRICE |
|---|---|---|---|---|---|---|---|
| 1 | 4941 | 3636 | 9/2002 | Warranty Deed | Affiliated Parties | Yes | 600,000 |
| 2 | 4152 | 0348 | 10/1996 | Warranty Deed | Unqualified Sale | Yes | 10 |
| 3 | 4117 | 4764 | 6/1996 | Warranty Deed | Qualified Sale | Yes | 600,000 |

HISTORY OF VALUES — GO TO ADD'L HISTORY

| YEAR | LAND | BLDG(S) | MISC | JUST | ASD | SCH ASD | NS ASD | EXEMPT | TXBL | SCH TXBL | ADD'L EX | NS TXBL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2010 | 432,281 | 72,404 | 17,215 | 521,900 | 521,900 | 521,900 | 521,900 | 0 | 521,900 | 521,900 | 0 | 521,900 |
| 2009 | 518,738 | 143,734 | 17,215 | 679,687 | 679,687 | 679,687 | 679,687 | 0 | 679,687 | 679,687 | 0 | 679,687 |

LAND DATA

| TYPE OF LAND USE | FRONTAGE | DEPTH | # OF UNITS | UNIT TYPE | RATE | DPH | LOC | SHP | PHY | JUST VAL |
|---|---|---|---|---|---|---|---|---|---|---|
| STORE 1FLR | 300.0 | 102.0 | 30740.00 | SQUARE FEET | 20.00 | 100 | 100 | 75 | 75 | 345,825 |

Exhibit 1

| NEIGHBORHOOD CODE | C7827 | CANAL STREET |
|---|---|---|
| | | |
| | | TOTAL LAND CLASSIFIED 0 |
| | | TOTAL LAND JUST 345,825 |

## BUILDING CHARACTERISTICS

**BUILDING 1 OF 1** GO TO BLDG SKETCH

| | | | | | | |
|---|---|---|---|---|---|---|
| Physical Depreciation % | 50 | Next Review | | Obsolescence | Functional | 70% |
| | | Year Built | 1948 | | Locational | 0% |
| Quality Grade | 300 | Architecture | | | Base Perimeter | 0 |

## BUILDING CHARACTERISTICS

| | | | |
|---|---|---|---|
| PROPERTY TYPE | Store (One Story) | EXTERIOR WALL TYPE | % |
| STRUCTURE TYPE | Concrete / Masonry Walls | Unknown | 100 |

## BUILDING REFINEMENTS

| Description | # of Units | Unit Type |
|---|---|---|
| Baths, 2-Fixture | 1 | UB |
| Baths, 4-Fixture | 2 | UB |
| Extra Fixture | 1 | UB |
| Overhead Door, Aluminum | 192 | SF |

| Section # | Wall Height | # Of Stories | Year Built | Bsmt % | Ground Floor Area | Interior Finish(es) | % | Sprinkler | AC? |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 11.00 | 1 | 1989 | 0.00 | 120 | Finished Open Porch (FOP) | 1.00 | No | No |
| 8 | 17.00 | 1 | 1948 | 0.00 | 6873 | Unfinish Commercial Shell | 100.00 | No | Yes |
| 9 | 11.00 | 2 | 1989 | 0.00 | 5270 | Unfinish Commercial Shell | 100.00 | No | Yes |
| 10 | 11.00 | 2 | 1989 | 0.00 | 150 | Canopy (CAN) | 1.00 | No | No |
| 11 | 16.00 | 1 | 1948 | 0.00 | 340 | Patio (PTO) | 1.00 | No | No |
| 12 | 16.00 | 1 | 1948 | 0.00 | 365 | Canopy (CAN) | 1.00 | No | No |

## MISCELLANEOUS IMPROVEMENTS

| TYPE | NUMBER UNITS | UNIT TYPE | LIFE | YEAR IN | GRADE | LENGTH | WIDTH | DEPR. VALUE |
|---|---|---|---|---|---|---|---|---|
| PAVING CONCRET | 8573 | SF | 15 | 1989 | 4 | 0 | 0 | 17,215 |

## PLANNING AND BUILDING

GO TO ADD'L PERMITS

| PERMIT NUMBER | PERMIT AMOUNT | DATE ISSUED | DATE COMPLETED | DESCRIPTION | OCCUPANCY NBR | OCCUPANCY BLDG |
|---|---|---|---|---|---|---|
| 6-0677 | 0.00 | 2-20-2006 | 7-19-2006 | | | 0 |
| 7/1622 | 0.00 | 4-27-2007 | Unknown | | | 0 |

## TOTAL VALUES

The values shown in the Total Values section at the end of the Property Record Card are "Working Tax Roll" values, as our valuations proceed during the year. These Working Values are subject to change until the Notice of Proposed Taxes (TRIM) are mailed in mid-August. For Official Tax Roll Values, see the History of Values section above.

The Volusia County Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

| | | | |
|---|---|---|---|
| Land Value | 345,825 | New Construction Value | 0 |
| Building Value | 72,366 | City Econ Dev/Historic Taxable | 0 |

| | | | | |
|---|---|---|---|---|
| Miscellaneous | 17,215 | | | |
| Total Just Value | 435,406 | | Previous Total Just Value | 521,900 |
| School Assessed Value | 435,406 | | Previous School Assessed | 521,900 |
| Non-School Assessed Value | 435,406 | | Previous Non-School Assessed | 521,900 |
| Exemption Value | 0 | | Previous Exemption Value | 0 |
| Additional Exemption Value | 0 | | Previous Add'l Exempt Value | 0 |
| School Taxable Value | 435,406 | | Previous Taxable | 0 |
| Non-School Taxable Value | 435,406 | | Previous Non-School Taxable | 521,900 |

## Notice of Proposed Property Tax

Get ADOBE® READER®

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Requires Adobe Reader

MapIT | PALMS | Map Kiosk

**MapIT: Your basic parcel record search including sales.**

**PALMS: Basic parcel record searches with enhanced features.**

**Map Kiosk: More advanced tools for custom searches on several layers including parcels.**

Click Here for Tax Bill Info

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.

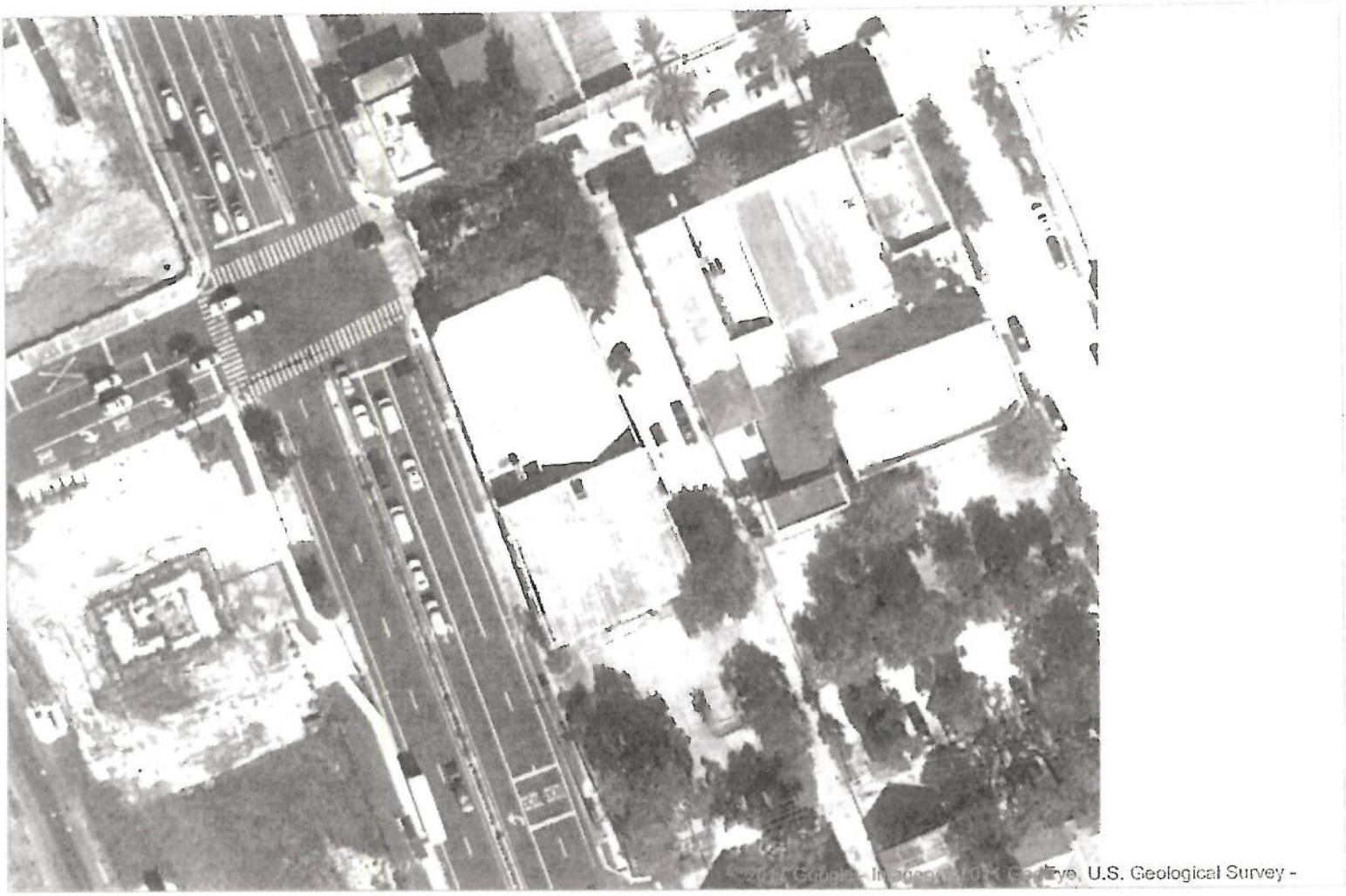



Exhibit 2

## MU, MIXED USE DISTRICT (CENTRAL BUSINESS DISTRICT)

*Intent.* The MU, Mixed Use District forms the metropolitan center for commercial, financial, professional, governmental, and cultural activities. Uses are permitted which require a central location convenient to the general citizenry and provide a supportive relationship to each other. Retail goods and services together with accommodations for tourists, transients, and permanent guests or tenants are permitted. Intermixing of business, professional, and multifamily for new residential uses permit people to live andwork in or near the downtown area if they so desire.

*Permitted uses.*

Advertising companies

Apartments

Appliance repair shops

Art studios

Attached dwelling

Automobile sales and services, new and used

Bakeries, nonmanufacturing

Barber and beauty shops

Bed and breakfast homes

Business or stenographic schools and any similar office type use

Ceramic shops

Charm, etiquette and photographic studios

Charter boat business

Child day care centers

Communication facilities, such as radio, television, telephone, and telegraph buildings

Condominiums

Convenience market with or without gas pumps

Dancing establishments

Delicatessens

Drugstores and pharmacies

Dry cleaning establishments

Duplex residences

Florists

Funeral homes

Game rooms for pool or billiards

Gift shops

Government buildings and offices

Grocery stores

Hardware stores

Hobby/craft shops

Hotels

Exhibit 3

Income tax services jewelry stores

Laboratories

Laundries, including self-service

Liquor stores

Men's and women's figure salons

Motels

Multifamily residential developments

Music

Newspaper offices and printing shops

Night clubs

Office and household equipment sales

Parking lots

Pawn shops

Pool rooms

Professional offices, including accountants, architects, consultants, dental, engineer, financial, insurance, lawyers, medical, and stockbrokers

Quick service food stores

Real estate brokers

Recreational buildings and complexes

Restaurants, type "A," "B," and "D"

Retail sales and services

Rooming houses

Schools with no more than 250 students

Service stations, types "A" and "B"

Shoe retail shops

Single-family residences

Tailor shops

Taverns

Taxicab and bus stands and terminals

Theaters

Tour boat business

Travel agencies

Truck and trailer rentals (for properties in the district that front along U. S. Highway 1 and meet the conditions in [sub]section 801.18

Upholstery shops

Videotape rental

*Permitted accessory uses.*

All those uses customarily associated with the permitted principal uses.

R/J Group, Inc.
4244 Jackson Street
Port Orange, Fl 32119
(386)760-0764
(386)760-3080 Fax

# ESTIMATE

Tuesday, January 03, 2012

Mr. Zach McDonald
524 Canal Street
New Smyrna Beach, FL
(386) 566-2467
zmcdonald@tui.net

**This is NOT a detailed proposal. There are no provisions implied or assumed by builder for additional materials, labor, and/or services that are not listed below. This *ESTIMATE* is based on *PRELIMINARY* walk thru with the owner's representative.**

| | | |
|---|---|---|
| 1. | Architectural/Engineering (PROVIDED BY OTHERS) | |
| 2. | Permit | |
| 3. | Dumpster, Toilet, Demo, Concrete | $ 54,475.00 |
| 4. | Masonry | $ 23,145.00 |
| 5. | Wood & Steel Framing | $ 67,550.00 |
| 6. | Roof | $ 114,500.00 |
| 7. | Stucco Finish | $ 42,000.00 |
| 8. | Electric | $ 83,235.00 |
| 9. | Mechanical | $ 120,000.00 |
| 10. | Plumbing | $ 36,435.00 |
| 11. | Painting / Trim | $ 33,440.00 |
| 12. | Glass/Glazing and Doors | $ 124,625.00 |
| 13. | Insulation, drywall | $ 89,500.00 |
| 14. | Thermol & Acoustic Ceiling | $ 33,500.00 |
| 15. | Landscaping | $ 18,500.00 |
| 16. | General Conditions | $ 52,500.00 |
| 17. | Contractor's Fee | $ 55,000.00 |

**Total $ 948,405.00**

NOTE: We generated this preliminary estimate to help inform our customers as to the size of their proposed project. **This is not a detailed estimate based on Final Construction Documents.**

Exhibit 4

**Exclusions to Proposal:**

1. Impact fees, variance fees, city or county administrative fees other than mentioned above.
2. Architectural/engineering
3. Clearing, grading, or fill of any kind.
4. Price subject to change with provided architectural/engineered drawings
5. Landscaping and irrigation relocation or installation of any kind.
6. Appliances or kitchen hood.
7. Light fixtures other than mentioned above.
8. This budget is based on preliminary walk thru, not final construction documents. Price subject to change with final construction drawings.

Shaun Johnson, Vice President
RJ Group, Inc.
RJGroup0752@aol.com
386-760-0764
386-760-3080 Fax
386-547-9126 Cell
CGC 049896 Building
CCC 057176 Roofing

**Interior Exterior Services**
1708 Needle Palm Dr
Edgewater, Fl 32132
U.S.A
Ph 386-478-3371
IESCBC@Gmail.com

# Estimate

| DATE | ESTIMATE # |
|---|---|
| 1/3/2012 | 426 |

**BILL TO**

**Mr. Zack Mcdonald**
524 Canal Street
New Smyrna Beach, FL 32168
United States

| ITEM | DESCRIPTION | QTY | RATE | TAX | AMOUNT |
|---|---|---|---|---|---|
| Note | The estimate is based on a visual walk through inspection of site location.<br>The estimated cost can vary upon engineering speck and further structual inspection. | 1 | 0.00 | | 0.00 |
| Drawings | Drawings provided by owner | 1 | 0.00 | | 0.00 |
| Demo | The provision of needed dumpster, construction demo and needed disposal. | 1 | 52,350.00 | | 52,350.00 |
| Carpentry | Repair/replace/construct of damaged/new store front interior and exterior. | 1 | 64,500.00 | | 64,500.00 |
| Plumbing | Plumbing installation-labor and materials | 1 | 37,450.00 | | 37,450.00 |
| Electrical | Electrical need update and repair | 1 | 87,000.00 | | 87,000.00 |
| HVAC | Update / replace | 1 | 112,000.00 | | 112,000.00 |
| Roofing | Cotract price | 1 | 112,500.00 | | 112,500.00 |
| Glass/glazing | Store front/ doors | 1 | 113,450.00 | | 113,450.00 |
| Drywall | Interior work/insulation/ceiling (acoustic panel replacement) | 1 | 118,000.00 | | 118,000.00 |
| Masonary | Interior /exterior | 1 | 28,750.00 | | 28,750.00 |
| Siding | Repair/replace | 1 | 78,500.00 | | 78,500.00 |
| Paint | Prime/paint /trim | 1 | 46,750.00 | | 46,750.00 |
| Interior finish | | 1 | 22,500.00 | | 22,500.00 |
| Exterior finish | Final finishes<br>Stucco, banding, facia , ..... | 1 | 43,500.00 | | 43,500.00 |
| Contractors fee | Services | 1 | 62,500.00 | | 62,500.00 |
| Permits | Permit cost can vary and are based on the scope of the job.<br><br>Work not conducted at this time and done at a later date will have seperate permiting fees. | 1 | 0.00 | | 0.00 |
| Note | Not include in estimate:<br>Site work,exterior parking improvement, land scaping, irrigation<br>Architect/ Engineer or any type of drawings<br>No fees of any type<br>Light fixtures<br>Apliances | 1 | 0.00 | T | 0.00 |
| Scope | Scope and estimate are based to assist in soft cost projection of project. | 1 | 0.00 | | 0.00 |

Call with any questions

| | |
|---|---|
| Subtotal | 979,750.00 |
| 6.75% Tax | 0.00 |
| **Total** | **979,750.00** |

**Data Contained In Search Results Is Current As Of 01/04/2012 07:26 PM.**

## Search Results

**Please see our glossary of terms for an explanation of the license status shown in these search results.**

**For additional information, including any complaints or discipline, click on the name.**

| License Type | Name | Name Type | License Number/ Rank | Status/Expires |
|---|---|---|---|---|
| Certified Building Contractor | **REED, JAMES G** | Primary | CBC1258253 Cert Building | Current, Active 08/31/2012 |
| | **Main Address*:** 1708 NEEDLE PALM DRIVE EDGEWATER, FL 32132 | | | |
| Barbers | **REED, JAMES GRANT** | Primary | 51739 Barbers | Null and Void, 07/31/1994 |
| | **Main Address*:** 3371 IROQUOIS TR GLENNIE, MI 487379522 | | | |

Back New Search

*** denotes**
Main Address - This address is the Primary Address on file.
Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).
License Location Address - This is the address where the place of business is physically located.

**Contact Us** :: **1940 North Monroe Street, Tallahassee FL 32399** :: **Call.Center@dbpr.state.fl.us** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

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 the office by phone or by traditional mail. If you have any questions regarding DBPR's ADA web accessibility, please contact our Web Master at **webmaster@dbpr.state.fl.us**.

REGIONS

To Whom It May Concern,

The entity known as Canal Street Properties LLC, is currently approved for the purchase of the property located at 524 Canal Street through Regions Bank. We also have in place a separate approval for the Construction/Build-out of this property of which Regions Bank will monitor through the process until completion.

Sincerely,

Sean Keaton

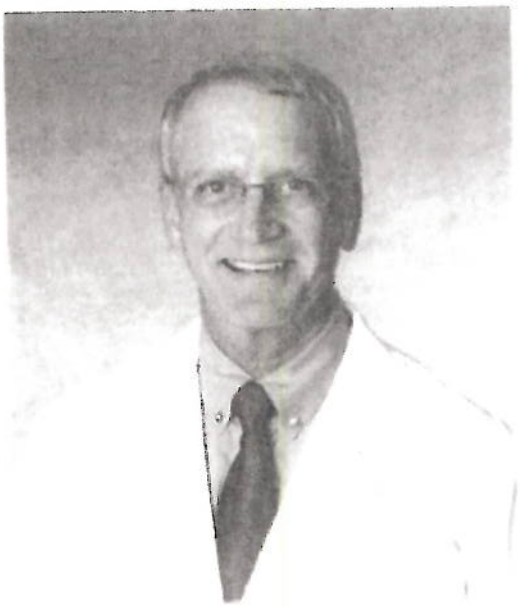
Vice President

Regions Bank

386-426-6769

Exhibit 5

# Canal Street Properties, LLC



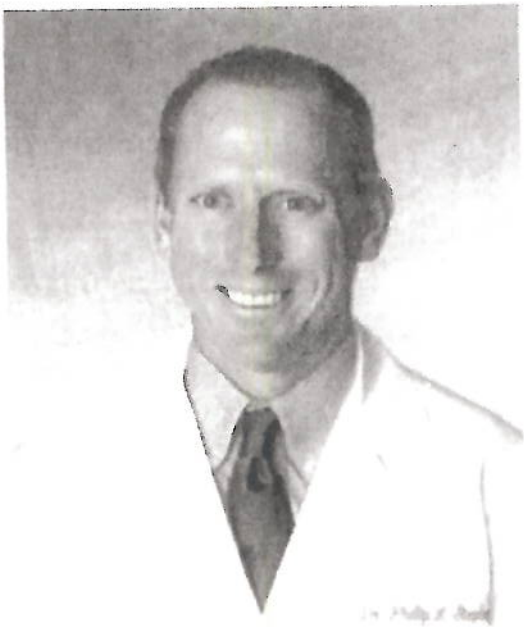
## DR. JEFF TIMKO

Dr. Timko graduated from The Ohio State University College of Optometry in 1973 and established his practice here in DeLand in 1976.

His community involvements include past chairman of the Volusia County School Board.He has also been past president of the DeLand Chamber of Commerce, Leadership DeLand Advisory Committee, Leadership Florida Association and Board member of the Deland Rotary Club.

His professional affiliations include the Florida Optometric Association, The American Optometric Association.

He is also a member of the AOA Contact Lens Section and the AAO.



## DR. PHILLIP L. STEPHENS

Dr. Stephens is an Honors graduate of The Citadel in 1985. He recieved his Doctorate of Optometry from The University of Houston College of Optomerty in 1989.

He completed a Fellowship in Ocular Disease and Glaucoma from The Omni Eye Center, Atlanta, Ga. in 1990. His Professional affiliations include The American Optometric Assoc., The Florida Optometric Assoc., Southern Diplomat in Glaucoma, and is also an AOA Contact Lens Section Member.

Dr. Stephens' community involvement includes, The New Smyrna Beach Chamber of Commerce and Southeast Volusia Kiawanis Club. He has been in Practice in New Smyrna Beach since 1990.

Exhibit 6

## EDUCATION

Undergraduate
Lee University 1992-1996
Cleveland, Tennessee
Summa Cum Laude
Bachelor of Science in Biology, Minor in Religious Studies

Medical School
University of Florida College of Medicine 1997-2001
MD with Highest Honors

Internship
Mayo Clinic Graduate School of Medicine 2001
Mayo Clinic Jacksonville

Opthalmology Residency,
Emory University 2002-2005
Atlanta, GA

Kevin M. Barber, M.D., bio

## HONORS AND AWARDS

Clinical Professor, Emory University School of Medicine

Mayo Clinic International Medicine Scholar
Alpha Omega Alpha Medical Honor Society

## SOCIETIES AND ASSOCIATIONS

American Academy of Ophthalmology
American Society of Cataract and Refractive Surgery
Christian Ophthalmology Society
Project African Vision, Volunteer Ophthalmologist
Medical Ministry International, Volunteer Ophthalmologist

## PROFESSIONAL INTERESTS

Cataract surgery, Refractive surgery, Oculoplastics, Glaucoma and Diabetic Eye Care
Dr. Barber has participated in Ophthalmic mission trips to Ethiopia, Ecuador, Nicaragua, Guyana, Mexico, Costa Rica, Bolivia, Columbia and Honduras.

## OUTSIDE INTERESTS

Dr. Barber enjoys cycling, triathlons, Ophthalmic overseas mission trips and spending time with his wife and three boys.

UNIVERSAL
ENGINEERING SCIENCES
Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

Offices In:
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• Daytona Beach, FL
• DeBary, FL
• Fort Myers, FL
• Gainesville, FL
• Hollywood, FL
• Jacksonville, FL
• Norcross, GA
• Ocala, FL
• Orlando, FL
• Palm Coast, FL
• Panama City, FL
• Pensacola, FL
• Rockledge, FL
• Sarasota, FL
• St. Augustine, FL
• Tampa, FL
• West Palm Beach, FL

June 30, 2011

Mr. W.E. Johnson
c/o Anderson-Dixon, LLC
102 South Orange Street
New Smyrna Beach, Florida 32168

Reference: **Letter of Opinion**
***524 Canal Street***
**New Smyrna Beach, Volusia County, Florida**
**Volusia County Tax Parcel No. 41-17-34-38-27-3670**
**UES Project No. 0440.1100045.0000**
**UES Report No. 119986**

Dear Mr. Johnson:

Universal Engineering Sciences (UES) is pleased to present this Letter of Opinion regarding previous assessment work completed at the above-referenced property (hereafter, the "site"). Several previous investigations have detected chlorinated solvents above applicable regulatory guidance concentrations in groundwater samples collected from within the boundaries of the site. Based on the information provided, laboratory analysis of several soil samples collected from within the boundaries of the site did not indicate the presence of residual onsite soil contamination. Specifically, cis-1,2-dichloroethene and vinyl chloride were each detected above their respective groundwater cleanup target levels (GCTLs) of 70 and 1 micrograms per liter (µg/l), as listed in Table I, Chapter 62-777 F.A.C. in multiple groundwater samples collected from shallow (6 to 10 feet below grade) and intermediate (24 to 30 feet below grade) groundwater zones. Previous investigations also indicated that the groundwater generally flows towards the north in the vicinity of the site and that the area is not tidally influenced.

Based on historic research conducted by UES and others, it does not appear that the site has ever been developed for any purpose which would make it a potential source for chlorinated solvent contamination. Furthermore, the chlorinated solvents detected on the site are known as 'breakdown products', resulting from the dehalogenation of trichloroethene (TCE) and perchloroethene (PCE). With higher concentrations of TCE and PCE detected to the south (in the vicinity of Hall Machine Works and Foleys Cleaners), it appears that the contaminant plume originates south of the site and has been carried onto the site by the surficial groundwater aquifer.

Section 6.3 of the December 2009 'Contamination Assessment Report' prepared for the site by the Florida Department of Environmental Protection (FDEP) Site Investigation Section (SIS) clearly states that there is no evidence to indicate that the contamination present on the site actually emanated from the site. Also, the FDEP SIS stated that no further assessment was warranted for the site and recommended that the four temporary monitor wells installed during the completion of the 2002 Phase II Environmental Site Assessment be properly abandoned.

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

Exhibit 7

Considering the information reviewed and the nature of the reported rehabilitation of the site (building remodeling/reconstruction and shallow foundation work with no dewatering necessary), UES does not anticipate the need for any remedial action at the site.

Universal Engineering Sciences appreciates this opportunity to offer our services to you. Please feel free to contact us at (386) 756-1105 with any questions or comments.

Respectfully submitted,
UNIVERSAL ENGINEERING SCIENCES

Charles Nies
Senior Environmental Project Manger

Brian C. Pohl, P.E.
Daytona Branch Manager
FL Professional Engineer No. 60216

CJN/BCP:ce

GERARD J. PENDERGAST
120 CANAL STREET, NEW SMYRNA BEACH, FLORIDA 32168
PH: (386) 423-5012 FAX: (386) 423-5011
ARCHITECTURE/PLANNING
AR 0034471

CANAL CENTER
524 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168

DATE: DECEMBER 28, 2018
REVISIONS

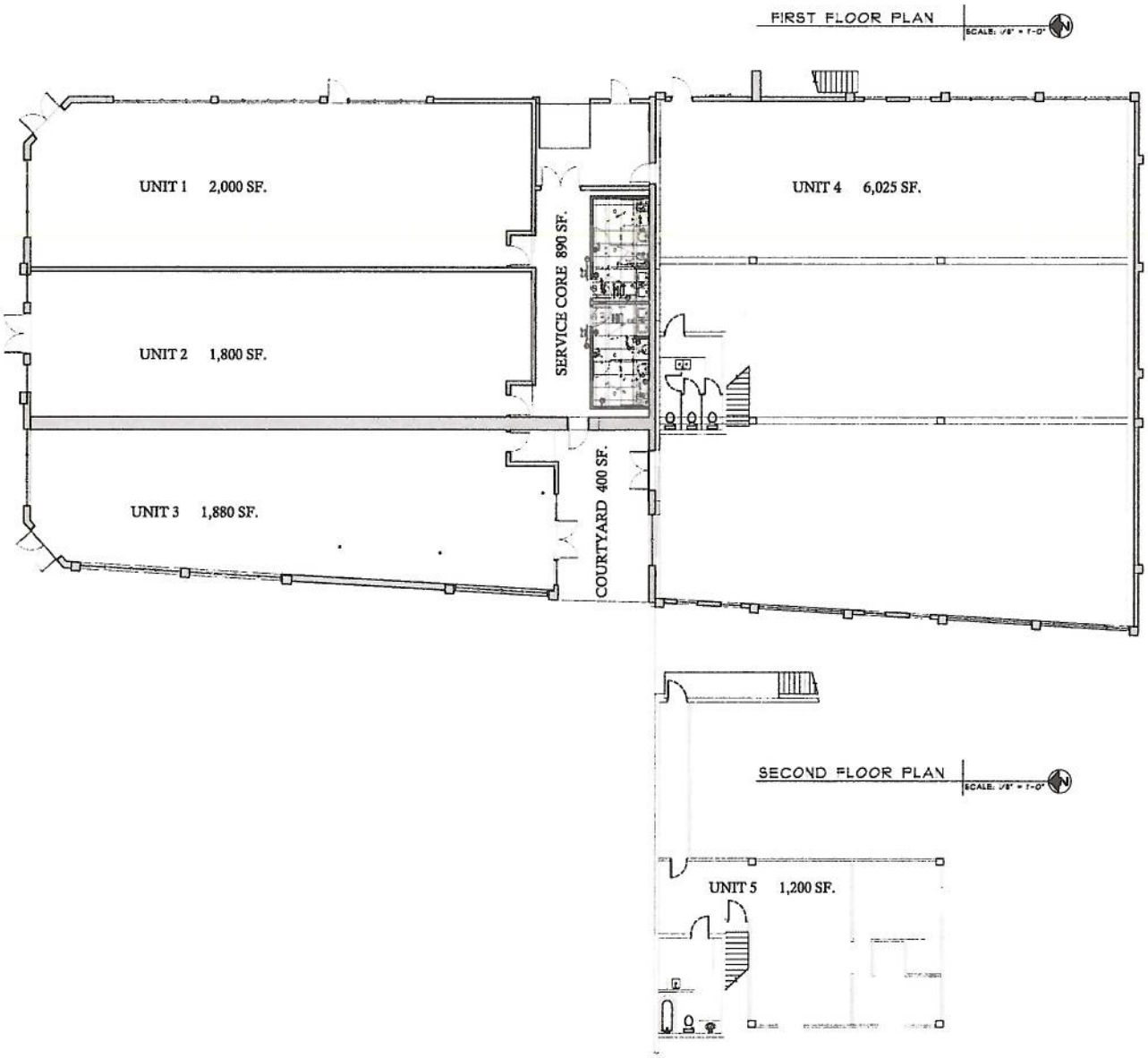
DESIGN DEVELOPMENT

NORTH ELEVATION
CANAL STREET
SCALE: 1/8" = 1'-0"

EAST ELEVATION
JS 1
SCALE: 1/8" = 1'-0"

WEST ELEVATION
SCALE: 1/8" = 1'-0"

Exhibit 8




THESE ARE VERY PRELIMINARY DESIGN DEVELOPMENT DRAWINGS SUBJECT TO CITY AND CLIENT MODIFICATIONS.

THE SOUTH ELEVATION HAS NOT BEEN FULLY DESIGNED

THE DESIGN INTENT IS TO PROVIDE A CENTRAL SERVICE CORE FOR REST ROOMS, DELIVERIES, UTILITIES AND CIRCULATION. A OPEN AIR COURTYARD IS ADJACENT TO US1 ON THE WESTERN EDGE OF THE CENTRAL CORE.

THE BUILDING WILL BE DIVIDED INTO MULTIPLE TENANT SPACES.

THE SCOPE OF WORK IS TO INCLUDE THE FOLLOWING:
NEW ELECTRIC
NEW PLUMBING
NEW ROOF & INSULATION
STANDING SEAM METAL ROOF
NEW HVAC
NEW IMPACT RESISTANT WINDOWS & DOORS
NEW PARAPET
DEMO EXISTING INTERIOR
FIRE RATED TENANT SEPARATION
NEW REST ROOMS
COURTYARD FINISHES
NEW STUCCO
NEW PAINT
LANDSCAPING
SITE WORK
INTERIOR BUILD-OUT BY FUTURE TENANTS.

DESIGN DEVELOPMENT

GERARD J. PENDERGAST
120 CANAL STREET, NEW SMYRNA BEACH, FLORIDA 32168
PH: (386) 427-5012 FAX: (386) 427-5011
ARCHITECTURE/PLANNING
AR 0013447

CANAL CENTER
524 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168

DATE: DECEMBER 28, 2011
REVISIONS

*Badcock Family Properties, LLC*
**Post Office Box 497**
**Mulberry, Florida 33830**
**863-425-7504**

VIA FACSIMILE - 386-409-4759

January 5, 2012

Mr. Tony Otte, Director
Community Redevelopment Agency
New Smyrna Beach, Florida 32168

Re: 524 Canal Street, New Smyrna Beach, Florida.

Dear Mr. Otte:

Please be advised that Badcock Family Properties, LLC, a Florida limited liability company, the present owner of that certain property located at 524 Canal Street in New Smyrna Beach, Florida, is in full agreement with the projected rehabilitation and redevelopment plan for the referenced property, which will be pursued by Canal Street Properties, LLC, with the approval of the CRA, upon Canal Street Properties' purchase of the property, anticipated to occur prior to the end of January 2012.

Your approval of this project is appreciated and its completion will substantially enhance not only the individually addressed property, but the surrounding area, as well. Should you required further input regarding this matter from our company, please inquire, as necessary.

Yours truly,

Henry C. Badcock

Henry C. Badcock
Managing Member

HCB/nh

Exhibit 9

# Contact Information

| | |
|---|---|
| Current Owner: | Badcock Family Properties, LLC<br>Wogie Badcock, III,<br>200 NW Phosphate Blvd<br>Mulberry, FL 33860-2328<br>863-425-4921 W, 863-698-1681 C, 863-577-0527 F<br>wogieiii@badcock.com, |
| Buyer: | Phil Stevens<br>Canal Street Properties<br>4514 Vankleeck Dr.<br>NSB, FL 32169<br>386-423-5190 W, 386-424-4731 C, 386-423-1490 F<br>DRMYIZ@aol.com |

Exhibit 10

# State of Florida

## Department of State

I certify from the records of this office that BADCOCK FAMILY PROPERTIES, LLC is a limited liability company organized under the laws of the State of Florida, filed on September 16, 2002, effective September 16, 2002.

The document number of this limited liability company is L02000024046.

I further certify that said limited liability company has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 25, 2011, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

***Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Fifth day of January, 2012***

***Secretary of State***

Authentication ID: **200216494782-010512-L02000024046**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
**https://efile.sunbiz.org/certauthver.html**

Exhibit 11

# Detail by Entity Name

## Florida Limited Liability Company

BADCOCK FAMILY PROPERTIES, LLC

## Filing Information

| | |
|---|---|
| **Document Number** | L02000024046 |
| **FEI/EIN Number** | 710906711 |
| **Date Filed** | 09/16/2002 |
| **State** | FL |
| **Status** | ACTIVE |
| **Effective Date** | 09/16/2002 |
| **Last Event** | REINSTATEMENT |
| **Event Date Filed** | 10/10/2005 |
| **Event Effective Date** | NONE |

## Principal Address

200 PHOSPHATE BOULEVARD
MULBERRY FL 33860 US

## Mailing Address

POST OFFICE BOX 497
MULBERRY FL 33860 US

Changed 02/22/2010

## Registered Agent Name & Address

BAYT, PHILLIP E
200 NORTH PHOSPHATE BOULEVARD
MULBERRY FL 33860 US

## Manager/Member Detail

**Name & Address**

Title MGRM

MAWHINNEY, MARY B
8 BROOK LANE
LAKELAND FL 33803

Title MGRM

DAUGHTREY, ELIZABETH B
318 MORNINGSIDE DR.
LAKELAND FL 33803

Title MGRM

BADCOCK, HENRY C SR
8436 LITHIA PINECREST RD
LITHIA FL 33547

Title MGRM

BADCOCK, BEN M
5155 TERRY LANE
LAKELAND FL 33813

Title MGRM

BADCOCK, WOGAN S III
3529 CREWS LAKE DR
LAKELAND FL 33813

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2009 | 02/17/2009 |
| 2010 | 02/22/2010 |
| 2011 | 01/25/2011 |

## Document Images

| | |
|---|---|
| 01/25/2011 -- ANNUAL REPORT | View image in PDF format |
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| 04/27/2006 -- ANNUAL REPORT | View image in PDF format |
| 10/10/2005 -- REINSTATEMENT | View image in PDF format |
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# Detail by Entity Name

## Florida Limited Liability Company

CANAL STREET PROPERTIES LLC

## Filing Information

| | |
|---|---|
| **Document Number** | L11000091448 |
| **FEI/EIN Number** | NONE |
| **Date Filed** | 08/08/2011 |
| **State** | FL |
| **Status** | ACTIVE |

## Principal Address

330 CANAL STREET
NEW SMYRNA BEACH FL 32168

## Mailing Address

4514 VANKLEECK DRIVE
NEW SMYRNA BEACH FL 32169

## Registered Agent Name & Address

STEPHENS, PHILLIP L
330 CANAL STREET
NEW SMYRNA BEACH FL 32168 US

## Manager/Member Detail

**Name & Address**

Title MGRM

STEPHENS, PHILLIP L
4514 VANKLEECK DRIVE
NEW SMYRNA BEACH FL 32169

Title MGRM

TIMKO, JEFFREY
522 S ATLANTIC AVENUE
NEW SMYRNA BEACH FL 32169

Title MGRM

CADY, MICHAEL
10 WINDING CREEK WAY
ORMOND BEACH FL 32174 N

Title MGRM

BARBER, KEVIN
6249 TURTLEMOUND RD

NEW SMYRNA BEACH FL 32169

## Annual Reports

**No Annual Reports Filed**

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08/08/2011 -- Florida Limited Liability | View image in PDF format

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• Tampa, FL
• West Palm Beach, FL

June 30, 2011

Mr. W.E. Johnson
c/o Anderson-Dixon, LLC
102 South Orange Street
New Smyrna Beach, Florida 32168

Reference: **Letter of Opinion**
***524 Canal Street***
**New Smyrna Beach, Volusia County, Florida**
**Volusia County Tax Parcel No. 41-17-34-38-27-3670**
**UES Project No. 0440.1100045.0000**
**UES Report No. 119986**

Dear Mr. Johnson:

Universal Engineering Sciences (UES) is pleased to present this Letter of Opinion regarding previous assessment work completed at the above-referenced property (hereafter, the "site"). Several previous investigations have detected chlorinated solvents above applicable regulatory guidance concentrations in groundwater samples collected from within the boundaries of the site. Based on the information provided, laboratory analysis of several soil samples collected from within the boundaries of the site did not indicate the presence of residual onsite soil contamination. Specifically, cis-1,2-dichloroethene and vinyl chloride were each detected above their respective groundwater cleanup target levels (GCTLs) of 70 and 1 micrograms per liter (µg/l), as listed in Table I, Chapter 62-777 F.A.C. in multiple groundwater samples collected from shallow (6 to 10 feet below grade) and intermediate (24 to 30 feet below grade) groundwater zones. Previous investigations also indicated that the groundwater generally flows towards the north in the vicinity of the site and that the area is not tidally influenced.

Based on historic research conducted by UES and others, it does not appear that the site has ever been developed for any purpose which would make it a potential source for chlorinated solvent contamination. Furthermore, the chlorinated solvents detected on the site are known as 'breakdown products', resulting from the dehalogenation of trichloroethene (TCE) and perchloroethene (PCE). With higher concentrations of TCE and PCE detected to the south (in the vicinity of Hall Machine Works and Foleys Cleaners), it appears that the contaminant plume originates south of the site and has been carried onto the site by the surficial groundwater aquifer.

Section 6.3 of the December 2009 'Contamination Assessment Report' prepared for the site by the Florida Department of Environmental Protection (FDEP) Site Investigation Section (SIS) clearly states that there is no evidence to indicate that the contamination present on the site actually emanated from the site. Also, the FDEP SIS stated that no further assessment was warranted for the site and recommended that the four temporary monitor wells installed during the completion of the 2002 Phase II Environmental Site Assessment be properly abandoned.

Exhibit 17

Considering the information reviewed and the nature of the reported rehabilitation of the site (building remodeling/reconstruction and shallow foundation work with no dewatering necessary), UES does not anticipate the need for any remedial action at the site.

Universal Engineering Sciences appreciates this opportunity to offer our services to you. Please feel free to contact us at (386) 756-1105 with any questions or comments.

Respectfully submitted,
**UNIVERSAL ENGINEERING SCIENCES**

Charles Nies
Senior Environmental Project Manger

Digitally signed by Charles Nies
DN: cn=Charles Nies, c=US, o=Universal Engineering Sciences, email=cnies@universalengineering.com
Date: 2011.06.30 16:52:57 -04'00'

Brian C. Pohl, P.E.
Daytona Branch Manager
FL Professional Engineer No. 60216

CJN/BCP:ce

Florida Department of
Environmental Protection
Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

May 19, 2010

**BY ELECTRONIC MAIL**
**sbiszantz@ccmattorneys.com**

Ms. Sandra M. Biszantz, Esq.
Clark, Campbell,
Mawhinney, & Lancaster, P.A.
Suite 800
500 South Florida Avenue
Lakeland, FL 33801-5276

OCD-WCU-10-0203

Volusia County – Waste Cleanup
524 Canal Street
New Smyrna Beach, FL
**Property Owner Liability**

Dear Ms. Biszantz:

On October 21, 2009, the Department responded to your June 12, 2009 letter that suggested revisions to the Department's January 8, 2009 draft Comfort Letter concerning the groundwater contamination discovered at the 524 Canal Street property owned by Badcock Family Properties, LLC. Our letter stated we could not alter the Comfort Letter because the source(s) of contamination was not certain. Subsequently the Site Investigation Section (SIS) was tasked to further investigate the source(s) of this contamination.

On December 1, 2010, the SIS issued a report identifying two potential sources of contaminants impacting the groundwater at the 524 Canal Street property. The report identified the location of these potential sources as Foley's Dry Cleaning at 509 Douglas Street and the Hall Machine Works at 504 and 506 Downing Street. In addition, the report stated that there is no evidence from past or current investigations to indicate that the contamination found north of Downing Street emanates from the 524 Canal Street property.

The Department's policy in this matter is that it does not consider a property owner liable for, nor does it require a property owner to pay for cleanup costs associated with off-site discharges and ground water contamination that has migrated onto their property from a neighboring property provided that:

- the property owner does not own, and has never held an interest in, the source site of the contamination;

- the property owner did not cause, contribute to, or exacerbate the release or threat of release of any hazardous substance, through any act or omission, and the property owner continues to exercise due care in the management of the property such that the property owner does not cause, contribute to, or exacerbate the release or threat of release of any hazardous substance, through any act or omission;

- the person or persons who caused the release is not an agent or employee of the property owner and was not in a direct or indirect relationship with the property owner; and

- there is no alternative basis for liability pursuant to Sections 376.308 or 403.727 of the Florida Statutes.

However, if contamination other than that alleged to have originated from off-site is discovered on the property at 524 Canal Street, New Smyrna Beach, Volusia County, Florida, potential liability may exist for that contamination.

If you would like to review the files for the Foley's Dry Cleaning and / or Hall Machine Works, they are available for review during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday, except legal holidays at the Florida Department of Environmental Protection Central District, Waste Cleanup Program, Suite 232, 3319 Maguire Boulevard, Orlando, Florida 32803-3767. Additionally, information is available for review at: http://dwmedms.dep.state.fl.us/Oculus/servlet/login. Documents associated with the Foley's Dry Cleaning and the Hall Machine Works and are stored in OCULUS under the respective Site IDs: COM_282212 and COM_300343.

If you have any questions concerning this correspondence, please contact me by telephone at 407-893-3330, or by email at Bret.LeRoux@dep.state.fl.us.

Sincerely,

G. Bret LeRoux, P.G.
FL. Reg. No. 0001164
Waste Cleanup Program Manager

GBL/mfk

# *524 Canal Street*
# *Contamination Assessment Report*
# *New Smyrna Beach, Volusia County, Florida*

## *SIS Report Number 2009-13*
## *Issued December 2009*

***George Wiegand, P.G. and Robert Cilek, P.G.***

***Florida Department of Environmental Protection***
***Site Investigation Section***
***William A. Martin, Professional Geologist Administrator***
*2600 Blair Stone Road*
*Tallahassee, Florida 32399-2400*
***(850) 245-8947***

## Executive Summary

During July 2009, the Site Investigation Section (SIS) of the Florida Department of Environmental Protection (FDEP) conducted field activities near the historic downtown area of New Smyrna Beach, Volusia County, Florida. This effort was performed to determine a source(s) of the chlorinated compounds cis-1,2-dichloroethene (DCE) and vinyl chloride found in shallow ground water monitoring wells at levels above State ground water cleanup target levels (GCTLs) from a former furniture store property located at 524 Canal Street.

According to a historic records search of the site by the FDEP, several former or current businesses were identified that may have used chemicals/solvents (i.e., trichloroethene [TCE] and tetrachloroethene [PCE]). These chemicals may have degraded with time into 1,2-DCE and vinyl chloride. Among the potential sources (and associated chemicals of concern) were several former and current clothes cleaning operations (dry cleaning solvent), automotive service garages/body shops (degreasing solvents), and a former rail yard (solvents/fuel).

The FDEP field work consisted of the installation and ground water sampling of six shallow monitoring wells, sampling of eleven existing wells at and near the former furniture store, and the installation of multi-depth discrete samples from 10 locations to evaluate the potential impact of chlorinated compounds near these potential sources in an approximate three block by one block area.

The shallow surficial aquifer ground water zone evaluated during the FDEP study ranged from approximately 5 to 30 feet below land surface in depth. The lithology below the site is

composed mostly of relatively transmissive fine sand and shell hash with clay underlying the sand/shell unit. Ground water was analyzed for volatile organic compounds from each sample location to evaluate for the presence of chlorinated compounds.

Results from ground water sampling at the site by FDEP showed:

- Ground water flow in the surficial aquifer is toward the north-northwest and north;
- Cis-1,2-DCE and vinyl chloride are prevalent in both shallow and deeper ground water intervals;
- PCE and TCE were detected at concentrations well above their respective GCTLs at greater depths immediately downgradient (north) from a currently operating dry cleaning business (Foleys Dry Cleaners) located at the southern portion of the site. Neither PCE nor TCE were detected upgradient of Foleys Dry Cleaners in the shallow or deeper ground water intervals indicating that this business is one source of chlorinated compounds found at the site. Only vinyl chloride was detected in the shallow ground water above GCTLs immediately downgradient of this location. Contaminant source assessment of this property is recommended;
- Concentrations of cis-1,2-DCE and vinyl chloride exceeding GCTLs were detected immediately downgradient (north) of a currently operating machine shop (Hall Machine Works) that was formerly used for automotive repair. This location is approximately 150 feet north of Foleys Dry Cleaners. The contaminant levels to the north of the Hall Machine Works building are greater than concentrations detected just south (upgradient) of the machine shop building

and suggest a second source of chlorinated compounds responsible for impacting the 524 Canal Street property. Contaminant source assessment of this property is recommended;

- No evidence of contamination originating from the former furniture store property located at 524 Canal Street.

## Table of Contents


| | | Page |
|---|---|---|
| **Executive Summary** | | i |
| **Table of Contents** | | iv |
| **List of Figures** | | v |
| **List of Tables** | | v |
| **List of Appendices** | | v |
| **1.0** | **Introduction** | 1 |
| **2.0** | **Background** | 1 |
| 2.1 | Site Description | 1 |
| 2.2 | Site History | 2 |
| 2.3 | Potential Source Locations | 4 |
| 2.4 | Previous Environmental Studies | 8 |
| **3.0** | **Site Investigation Activities** | 13 |
| 3.1 | Lithologic Soil Boring and Electric Conductivity Logs | 14 |
| 3.2 | Screen Point and Monitoring Well Installation/Development, and Ground Water Sampling | 14 |
| 3.3 | Quality Assurance/Quality Control Samples | 18 |
| 3.4 | Top-of-Casing/Geographical Positioning System (GPS) Survey and Ground Water Elevation Measurements | 18 |
| **4.0** | **Site Conditions** | 19 |
| 4.1 | Regional Geology and Hydrogeology | 19 |
| 4.2 | Site Geology and Hydrogeology | 20 |
| | 4.2.1 Site Geology | 20 |
| | 4.2.2 Site Hydrogeology | 21 |
| **5.0** | **Site Investigation Results** | 22 |
| 5.1 | Ground Water Sampling Results | 22 |
| 5.2 | Quality Assurance/Quality Control Sample Results | 26 |

## Table of Contents (Continued)


**6.0 Site Investigation Summary/Conclusions and Recommendations** ..... 27
6.1 Foleys Dry Cleaners – 509 Douglas Street ..... 27
6.2 Hall Machine Works – 506 and 504 Downing Street ..... 28
6.3 Former Furniture Store – 524 Canal Street ..... 31

**References** ..... 33


## List of Figures

**Figures**


1 Site Location Map
2 Site Map
3 Potential Source Location Map
4 Existing Temporary and Permanent Monitoring Wells
5 FDEP Installed Monitoring Well and Screen Point Locations
6 Upper Surficial Ground Water Flow Direction Map – July 22, 2009
7 Cross Section with Analytical Detections in Ground Water Samples
8 Total TCE, Cis-1,2-DCE and Vinyl Chloride Concentrations in the Upper Surficial Aquifer (4 - 13 Feet BLS)
9 Approximate Limits of Chlorinated Compounds Above Florida GCTLs in the Lower Surficial Aquifer (~13 – 30 Feet BLS)


## List of Tables

**Tables**


1 Monitoring Well Construction Data
2 FDEP Screen Point 15 Sampler Interval Data
3 Ground Water Parameters
4 Water Level Measurements – July 22, 2009
5 Analytical Detections for Volatile Organic Compounds and Polycyclic Aromatic Hydrocarbons


## List of Appendices


Appendix A Request for Assistance
Appendix B Previous Investigations' Figures and Tables
Appendix C FDEP Soil Core Descriptions
Appendix D FDEP Electronic Conductivity Logs

REGIONS

To whom it may concern,

Regions Bank has currently approved a commercial loan for the purchase of the former Badcock building located at 524 Canal Street for the entity known as Canal Street Properties LLC. As a part of the closing process, all due diligence will be conducted on the property to ensure that there are no contamination issues that would require any remedial action at the site.

Respectfully,

Sean Keaton

Business Banker

Volusia County

386-426-6769

900 North Dixie Freeway
New Smyrna Beach, Florida 32168

# Letter of Agreement

Canal Street Properties, LLC agrees to have third party consultants look at the business plan for the 524 Canal Street project. Canal Street Properties, LLC will provide any additional bank reference letters or proof of capital, as required by the CRA.

Exhibit 13

The applicant expects to rent space at current Canal St. market rates of approximately $12 psf, plus CAM, Taxes & Insurance.

Exhibit 4

# CRA AGENDA ITEM SUMMARY

**Staff Member Making Request:** Tony Otte

**Meeting Date:** February 1, 2012

**Action Item Title:** Significant Façade Grant Application: 306/308 N. Orange Ave

**Agenda Section:** Consent_____ Public Hearing_____ Special Items___x__

**Summary Explanation and Background**

Staff was approached by Ms. Marla Nance with a proposal to convert a building at 308 N. Orange from the previous use as a print shop to professional office space to house her three (3) separate, long-standing enterprises. The project will stretch over two (2) conjoined parcels (306 and 308 N. Orange) which have separate parcel ID numbers. Both have recently been acquired by Ms. Nance. The application was placed on the November 2, 2011 CRA agenda, but Ms. Nance decided to withdraw her application during the Public Participation portion of that meeting, so no action was taken by the CRA Commissioners.

On December 7, 2012 Ms. Nance submitted three (3) separate applications (for $20,000 each) under the **Combined Grant** program on behalf of the businesses that are to be housed in the new location. The applications were approved by the CRA, but subsequently denied by the City Commission during their January 10, 2012 meeting.

Ms. Nance was encouraged to re-apply under a different format and has now submitted one (1) application for consideration of a **Significant Façade grant** to include three (3) facades of her building. The whole project (for the entire building), consists of installing/painting of hardie board siding, trim, bead board soffits, replacing of exterior windows and exteriors doors, a storefront door and a roof. The cost for the entire project totals $94,475.00 and the applicant is requesting CRA reimbursement in the amount of $45,540 under the Significant Façade Grant program. (3 facades with a combined square footage of 2,530 x $18 = $45,540).

The applicant has been advised that staff does not deem the North facades of her building eligible for consideration, because it is facing a 15 foot concrete alley (as indicated in her survey). One of the requirements of the grant is that the façade has to face a street, and the Planning Dept. defines a street as being 30 feet (plus) wide.

Further, staff consulted with the Chief Building Official about a roof being included as part of a significant façade. The Chief Building Official stated that he does not consider the "main" roof (not a decorative or mansard roof) as part of a façade. For this reason staff is recommending to not include the roof (estimated at $25,200) as part of the eligible expenses, thus bringing the total project cost down to 69,275.

The guidelines state that $18 per square foot of significant façade is available for a CRA grant for this program. The guidelines should read, "up to", since this and all other CRA grants are on a reimbursement basis depending on cost. For example, if the actual cost of the façade improvement was $1 per square foot, the applicant should not be automatically eligible for an amount equal to $18 per square foot.

Therefore, Staff is recommending the CRA approve two (2) eligible facades in the amount not to exceed $26,910 (1,495 square feet x $18) plus $3,325 for design assistance for a total CRA funding amount of up to $33,235, contingent on the applicant providing the lowest contractor's breakdown of costs for the work on the two subject facades. Based on this submission staff would then adjust the cost pursuant to this breakdown of costs.

The applicant does not agree with staff's recommendation and will be present to explain her reasoning as to why she would like to have the CRA consider her application as submitted (Significant Façade grant for three (3) facades with a CRA funding amount of $45,400). (Please see attached email).

**Summary Explanation and Background cont.**

The Planning, Engineering and Building Departments have conceptually approved the plans. The application has received the necessary points to qualify for consideration and staff recommends approval. Approval is contingent upon the applicant obtaining the necessary permit(s).

Should the CRA approve a grant in excess of $25,000, the application will have to go before the City Commission for ratification.

**Recommended Action/Motion:**
Approve the application in the CRA funding amount of up to $33,235 as noted above.

**Funding Analysis:** Budgeted X If not budgeted, recommend funding account:
Account number 120.51502.583001, which currently has a balance of $179,333.65.

**Exhibits Attached:**

1. Package submitted by the applicant
2. Score sheet
3. Grant guidelines for Significant Facades

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

**Commission Action**

## Soulie, Claudia

**From:** Marla T Nance [marlanance@earthlink.net]
**Sent:** Wednesday, January 25, 2012 4:52 PM
**To:** Otte, Tony
**Cc:** Brangaccio, Pam; Soulie, Claudia; 'Mark Hall'; Marla Nance
**Subject:** RE: MTN Resources - application package

Tony,

I'm sorry but that is an interpretation and not what is stated in the grant guidelines.

Again, your grant guidelines do not limit the costs to be those items only physically attached to each façade but rather state the expenditures "should strive to address the entire façade, including signage and other exterior issues that reflect the building as a whole" . While that may have been the intent of the CRA Board, that is not how the guidelines were written and published. In that instance, I request that our application be presented to the CRA board as submitted and the intent can be discussed and clarified by the Board at that time with a vote accordingly.

Thank you,
Marla

Marla Nance

MTN Resources
203 Canal Street
New Smyrna Beach, FL 32189
407-616-6890
866-268-9253 Fax
mnance@mtnresources.com

-----Original Message-----
From: Otte, Tony [mailto:totte@cityofnsb.com]
Sent: Wednesday, January 25, 2012 3:44 PM
To: Marla T Nance
Cc: Brangaccio, Pam; Soulie, Claudia; Mark Hall
Subject: RE: MTN Resources - application package

Marla, I want to review number 4 below. I understand what you are saying, that the grant guidelines say "With grant funding available at $18 per square foot of façade area..."; however, the premise of this and all the CRA grant programs is that you have to spend the money on eligible expenditures and then get reimbursed (for this program, 50%) based on what was spent.
Here you are saying that your total cost is x and you should be eligible for $18 per square foot. I agree that you are eligible for $18 per square foot IF that is what you are spending on the 2 specific façades. If you are only spending $1 per square foot on each of those façades would it be right to receive $18? That would simply spread your cost to the other parts of your project which are not eligible costs in the significant façade program.
We need to know what the cost is for each façade that you are applying for.
Thanks! Tony

-----Original Message-----
From: Marla T Nance [mailto:marlanance@earthlink.net]

Sent: Wednesday, January 25, 2012 2:37 PM
To: Soulie, Claudia
Cc: Marla Nance; katerosenberg@mtnancecpa.com; Otte, Tony; Henrikson, Gail; Knotek, Mike
Subject: RE: MTN Resources - application package

Hi Claudia,

Thank you for your communication on this item. Please see my comments below.

Marla Nance

MTN Resources
203 Canal Street
New Smyrna Beach, FL 32189
407-616-6890
866-268-9253 Fax
mnance@mtnresources.com

-----Original Message-----
From: Soulie, Claudia [mailto:csoulie@cityofnsb.com]
Sent: Tuesday, January 24, 2012 3:49 PM
To: Marla Nance
Cc: Kate Rosenberg; Otte, Tony; Henrikson, Gail; Knotek, Mike
Subject: RE: MTN Resources - application package

Hi Marla:

Thank you.... we have received your application packet. Upon review here are some comments and questions that I have:

In light of statements made at the recent CC/CRA joint meeting, staff is working to view our program guidelines more clearly and less subject to interpretation; therefore, we are revising our recommendation from November 2, 2011, where we stated that staff does not feel those facades to be significant to the district to warrant consideration under this grant.

With that said, here are the comments and questions that I have:

1. Our Significant Façade grant guidelines state that a significant façade must (among other qualifications, which all must be met) face a STREET or parking lot..... I have contacted the Planning department to get an expert opinion of what is considered a street, and it is based on a width of 30 feet or more. Your North Façade faces a 15' wide concrete alley (as described in your included survey), which would mean that this alley does not meet the qualifications of 30 feet and more, making this façade ineligible for consideration.

Marla Nance response - Per my review of your published guidelines they DO NOT state, "a significant façade MUST (among other qualifications, which all must be met face a STREET or parking lot". I do see in the guidelines whereby it provides a definition of a significant façade exterior and gives three defining items to include:
- is substantially visible to the public, either walking or driving -faces a street or parking lot with a public building entrance on that side of the building -Other considerations to be determined by the CRA

Our application is in line with these bullet points as presented in your grant guidelines.

2. It appears that you are going with Misiano Construction for your low bid and the bid includes the cost for a roof. Based on the last CRA meeting, we learned that the CRA is going

to allow roofs in the combined grant. After conferring with the Chief Building official the "main" roof of a structure (not a mansard or decorative roof) is not considered part of the façade.
This would mean that the cost for the roof could not be included in the significant façade grant estimate, bringing it down to $65,950. Is any of the $16,410 labor dedicated to the roofing work? I would assume that no roofing material is included in the parts estimate of $45,581. Please confirm that.

Marla Nance Response - The grant guidelines DO NOT define a significant façade grant to be limited to those items on the façade only and exclusive of a roofing component. The grant guidelines ONLY define Exterior costs in which the guidelines state, "all projects should strive to address the entire façade, including signage and other exterior issues that reflect the building as a whole." The roof expenditures ARE excluded by your grant guidelines and is certainly an important component of the building as a whole. Your grant guidelines clearly define eligible expenditures to be exterior and interior and the only limitation relative to the significant façade is how the funding eligibility is calculated. Please refer to page 3,5 and 6 of the grant guidelines for references to these sections.

3. Also, the estimate from Misiano...
a. ...includes electrical security lighting and 4 custom light fixtures.
Where are they to be affixed? If they are mounted on the façade, they are eligible. Please advise.

Marla Nance Response - Yes, they are mounted on the façade.

b. ...is for the whole project (parts and labor). How does it break down per façade? The costs need to be specific to each façade that is the subject of the application.

Marla Nance Response - Your grant guidelines do not state that the costs need to be broken down by façade. Hence it was not submitted that way.
Additionally, requesting that the amounts be defined by individual façade cost is not in line with the guidelines as explained in #2 above. The guidelines state eligible exterior and interior improvements and then use the significant façade merely as an element for limiting the amount on funding eligibility.

Please call or email me if you have questions about this email. We will be able to schedule your application for the February 1st, 2012 CRA meeting, if we get your responses by noon on Thursday at the absolute latest.

Please also keep in mind that, per our City's Purchasing Policy, any amount awarded in excess of $25,000 has to go before the City Commission for final approval.

Thanks very much!

Claudia :-)

-----Original Message-----
From: Marla Nance [mailto:marlanance@earthlink.net]
Sent: Friday, January 20, 2012 4:06 PM
To: Soulie, Claudia; Otte, Tony
Cc: Kate Rosenberg
Subject: MTN Resources - application package

Hi Tony and Claudia,

As discussed with Vice Mayor Judy Reiker, we will be submitting a revised CRA application package to be included in the Feb 1st agenda package. This will be delivered to your office on Monday Jan 23rd.

Thank you,
Marla Nance

Sent from my iPhone

MTN
RESOURCES

January 23, 2012

Mr. Tony Otte, Executive Director
City of New Smyrna Beach Community Redevelopment Agency
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: 308 N Orange Ave, New Smyrna Beach, FL 32168
SIGNFICANT FACADE GRANT

Dear Mr. Otte,

We respectfully request your consideration of our application for the City of New Smyrna Beach Community Redevelopment Agency Significant Façade Grant Program for purposes of exterior repairs and upgrades to be made to the office located at 308 North Orange Ave, New Smyrna Beach, FL 32168.

This 1916 historical building is truly a landmark in downtown New Smyrna Beach, and we want to keep it that way. It is documented in the community's historical records as a former church. While originating as a church, over the years the use subsequently changed to commercial office space and in more recent years was used as a print shop.

In the attached packet, we have defined our scope of services to include replacement and installation of siding, windows, doors and roof. Our intent with these improvements is to focus on extending the useful life of the building, establishing a viable business location for multi-tenant professional offices and revitalizing the historical integrity of the building. We feel the proposed materials, design services, and costs provide the best efficiencies for all of these areas while bringing out the historical beauty of the property.

The supporting documentation will establish that we meet the eligibility guidelines for this grant, as set forth in the published grant guidelines.

We thank you in advance for your consideration of this application, as these improvements would help maintain the historical integrity of this property. It's presence in the historical district of New Smyrna Beach represents our community's history and we are proud to be a part of that history.

Thank you,

Marla Nance

Marla Nance
MTN Resources, LLC



PO BOX 917564 • LONGWOOD, FL 32791

# Table of Contents

A. Application

B. Scope of Services

C. Property Pictures
   (1) Historical Church Flyer
   (2) Color Photographs of current condition (moved to the back of application for copying purposes)

D. Survey

E. Proposed Improvements

F. Cost Estimates
   (1) Summary of Cost Estimates
   (2) Cost Estimates Detail
      a. Platinum Building & Remodeling
      b. Rick A. Eckert, LLC
      c. Misiano
      d. Gerard Pendergast Architect

G. Impact Fees

RECEIVED
JAN 23 2012
COMMUNITY REDEVELOPMENT AGENCY

A

# CITY OF NEW SMYRNA BEACH
# COMMUNITY REDEVELOPMENT AGENCY

## APPLICATION FORM

## COMBINED GRANT PROGRAM

(Exterior/Interior Improvements and Impact/Permit Fees)

NAME OF APPLICANT: MTN Resources, LLC

308 N Orange Ave., New Smyrna Beach, FL 32168

PROPERTY ADDRESS: Parcel ID No. 41-17-34-29-01-0012

386-402-8586 office

PHONE/CELL: 407-616-6890 cell (EMAIL) mnance@mtnresources.com

**TYPE OF IMPROVEMENT PLANNED:**

Exterior X Painting X Landscape _____ Electrical _____

Signage _____ Awning _____ Parking Area _____ Other _____

Interior _____ Permit Fees _____ Impact Fees _____ Significant Façade X

**PROJECT PROPOSAL ON IMPROVEMENTS**

All Combined Grant Program Applications must be approved by the CRA **prior to work commencing**. (Exception: Professional Design Fees as allowed per Program Guidelines) The following information must be included with the application.

| | Exterior | Interior | Significant Façade | Impact Fee/Permits |
|---|---|---|---|---|
| Written Authorization from Property Owner (if not the applicant) | X | X | X | X |
| **Summary** of the scope of work to be performed | X | X | X | X |
| Two (2) cost estimates from licensed professionals (broken down by Scope of work) | X | X | X | |
| Written Permit(s)/Impact Fee Estimate from the appropriate Departments | | | | X |
| **Conceptual plans and specifications** detailing the scope of work. (*Professional design assistance may be obtained prior to CRA approval at the applicant's own risk) | X | X | X | |
| **Samples** of all paint and material colors as well as awning materials to be used on the building and signage. | X | X | X | |
| **Square footage** for each eligible façade | | | X | |
| Proof of ad valorem taxes (NFPs only) | X | X | X | X |

Significant Facade Grant

ESTIMATED **TOTAL** COST OF PROPOSED PROJECT: $ $94,475.00

ESTIMATED AMOUNT OF **GRANT ASSISTANCE REQUESTED:** $ 45,540.00

ESTIMATED START DATE: February 20, 2012

ESTIMATED COMPLETION DATE: June 19, 2012

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

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

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

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

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

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

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

   D. All City Permits have been **inspected/finalized** by Building staff

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

I ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE DESIGN GUIDELINES (if applicable), THE COMBINED GRANT PROGRAM GUIDELINESS AND THE GRANT AGREEMENT.

| | |
|---|---|
| | Marla T Nance on behalf of MTN Resources, LLC |
| Applicant Signature | Property Owner Signature (if not applicant) |
| | Marla T. Nance |
| Print Name | Print Name |
| | 01/23/12 |
| Date | Date |

# *Table of Contents*

## *B. Scope of Services*

A. Proposed Project.....2

B. Significant Facade Grant.....3

1. Applicant Eligibility
2. Funding Eligibility
3. Design Services - Architect
4. Proposed Improvements

C. Proposed Project Schedule.....5

D. On-Site Meeting.....5

E. Permit(s)/Impact Fees.....6

# *Scope of Services*

## A. PROPOSED PROJECT

MTN Resources, LLC purchased the subject property at 308 N Orange Avenue, New Smyrna Beach, FL 32168 on 9/28/11, which is located within the New Smyrna Beach Community Redevelopment Agency (CRA) District. The location consists of a 2016 square foot office building. While the original building was a church, it was subsequently used as a retail/print shop and MTN Resources intends to convert the use to a multi-tenant professional office space.

The complete renovation project consists of both exterior and interior improvements. However, only exterior costs have been proposed as a part of this application package. It is important to us to achieve a quality image and functional office, while preserving the building's unique character and historical integrity. To ensure that our renovation project meets our needs as well as the expectations of the community, we have enlisted the services of local Building Architect Gerard J. Pendergast to assist with this design effort. Our goal is for the end product to create pride and confidence in the CRA District by improving the visual quality of this location.

## B. SIGNIFICANT FACADE GRANT

### 1. APPLICANT ELIGIBILITY

This application package includes a funding request for the Significant Façade Grant. Based on the following property features and intended business use as a multi-tenant professional office space, we feel this property qualifies in accordance with the published grant guidelines criteria of this funding application, as outlined below and further exhibited in the attached pictures:

(1) **Substantially Visible to the Public, either walking or driving** – This property is located at 308 North Orange Avenue, New Smyrna Beach and has three facades that are substantially visible to the public by both walking and driving from three directions.

a. **Façade #1 with door entrance** – East Facing – Visible and accessible from
   i. **Orange Avenue**
   ii. **Washington Street**
   iii. **Murray Street**

b. **Façade #2 with door entrance** – North Facing – Visible and accessible from
   i. **Orange Avenue**
   ii. **Washington Street**
   iii. **Murray Street**
   iv. **US 1**

c. **Façade #3 with door entrance** – South Facing – Visible and accessible from
   i. **Orange Avenue**
   ii. **Washington Street**

(2) **Faces a Street or Parking Lot with a Public Building Entrance on that side of the building** – There are three facades with their own entrance to the building. All three facades either face a street or parking lot that is visible to the public.

a. **Façade #1 with door entrance** – East Facing – This East Entrance faces Orange Avenue and is directly accessible from this street. This entrance is also visible from Washington Street and Murray Street. It is visible and accessible from:
    i. **Orange Avenue**
    ii. **Washington Street**
    iii. **Murray Street**
b. **Façade #2 with door entrance** – North Facing – This North Entrance faces a designated alley way. This alley way is exceptionally unique in that it has the appearance of a local street and services a steady flow of traffic between one of the towns two major highways, US 1, and Orange Avenue. It is visible from US 1, Orange Avenue and Murray Street.
    Is visible and accessible from:
    i. **Orange Avenue**
    ii. **Washington Street**
    iii. **Murray Street**
    iv. **US 1**
c. **Façade #3 with door entrance** – South Facing – This South Entrance faces a designated parking lot and is directly accessible from the parking lot. It is also visible from both Orange Avenue and Washington Street. This access is the designated handicap access. It is visible and accessible from:
    i. **Orange Avenue**
    ii. **Washington Street**

(3) **Other Considerations** –

a. **Multiple Business Location** -
    This location will serve as a multi-tenant building. The location is planned to house three local viable businesses in an office sharing arrangement that have been in operation ranging from 3-10 years. All three businesses held are registered with the Florida Division of Corporations, respective Florida licensing boards and hold local business registrations. Lease agreements have been established and are in place. As such, there will be a central building marquis that will provide for designated signage for all three business including logos.

## 2. FUNDING ELIGIBILITY

The total requested funding for the Significant Façade Grant is calculated based on the square footage being occupied in the building. Based on grant guidelines, the property would be eligible for the following funding level thru the Significant Façade Grant with a 50/50 match of expenditures.

ELIGIBLE FUNDING:

| | |
|---|---|
| Front Façade (Entrance #1) – facing Orange Ave | 503 sq/ft* |
| South Façade (Entrance #2) – Facing parking lot, visible from Orange Avenue and Washington Street | 992 sq/ft* |
| North Façade (Entrance #2) – facing north driveway easement, visible from Orange Avenue and US 1 | 1035 sq/ft* |
| **TOTAL** | 2,530 sq/ft |
| **Allowable per sq footage** | X $18.00/sq/ft |
| **TOTAL ELIGIBLE FUNDING** | $45,540.00 |

*Measurements provided by Building Architect

## 3. DESIGN SERVICES

**Gerard J. Pendergast Architect, PLC** is performing building architect services for this project. Mr. Pendergast is an established Architect in the New Smyrna Beach area. He is licensed in the State of Florida (License #AR0013447) since 1990.

## 4. BUILDING DESIGN – EXTERIOR

In accordance with the grant guidelines, the following site improvements have been included in the application proposal.

**Siding/Soffits** – Installation of Hardie plank siding on the perimeter of the building and Hardie trim for corners and windows; paint, caulk and seal all new Hardie siding, trim and soffit; replace railing; installation of Hardie 2' on center beaded Cedarmill soffit.

**Paint** – Paint, caulk and seal all new Hardie siding, trim and soffit. Chosen colors: Benjamin Moore Hawthorne Yellow (HC-4) with trim in Benjamin Moore Navajo White.

**Windows** – Replace 22 windows per Architect window schedule with Anderson 400 Series windows.

**Doors** - Replace 3 exterior doors in accordance with Architect plans specifications, including 1 double entrance doorway in wood for front entrance and two solid metal doors for north and south entrances.

**Roof** - Replace roof with standing seam metal roof. Existing roof is in need of replacement and proposed roof will compliment architectural design.

## C. PROPOSED PROJECT SCHEDULE

The following project schedule is being proposed.

| | |
|---|---|
| 2/1/12 | CRA Board Meets/Application Approval |
| 2/14/12 | City Commission Board Meets/Application Approval |
| 2/15/12 | Finalize Contractor Bids/Enter into Contracts |
| 2/20/12 | Construction Begins |
| 5/20/12 | Substantial Completion |
| 6/19/12 | Project Completion |

## D. ON-SITE MEETING

As required by the grant guidelines, an on-site meeting was held at the subject property location on July, 18, 2011, with the following persons in attendance:

1. Tony Otte
2. Claudia Coulie
3. Marla Nance
4. Darrell Nance
5. Kate Rosenberg
6. Mike Knotek

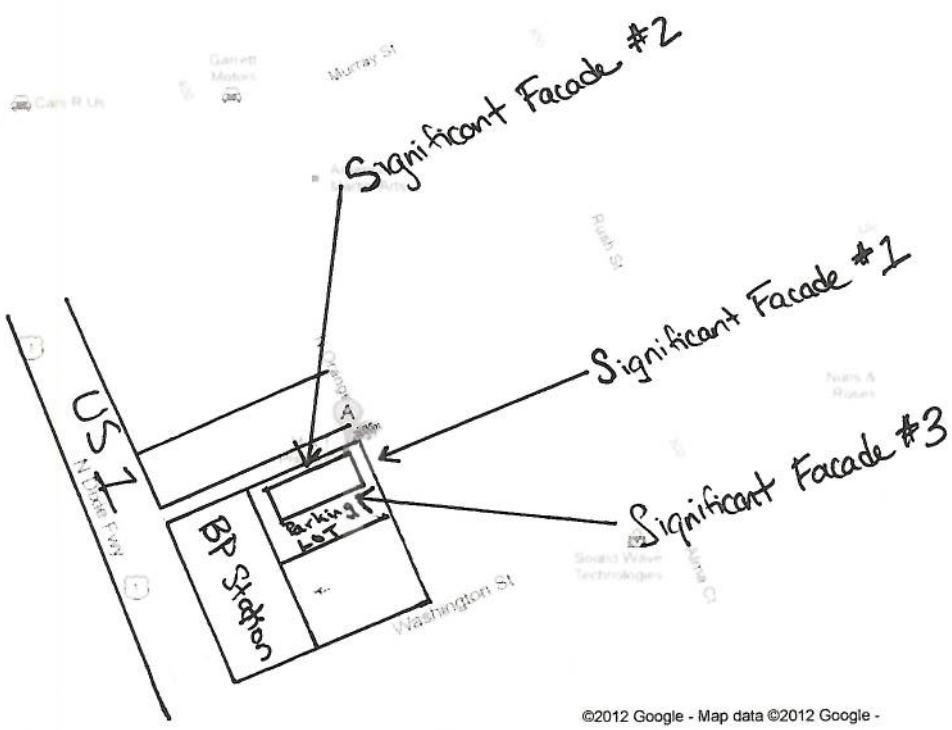
## E. PERMIT(S)/IMPACT FEE ESTIMATE

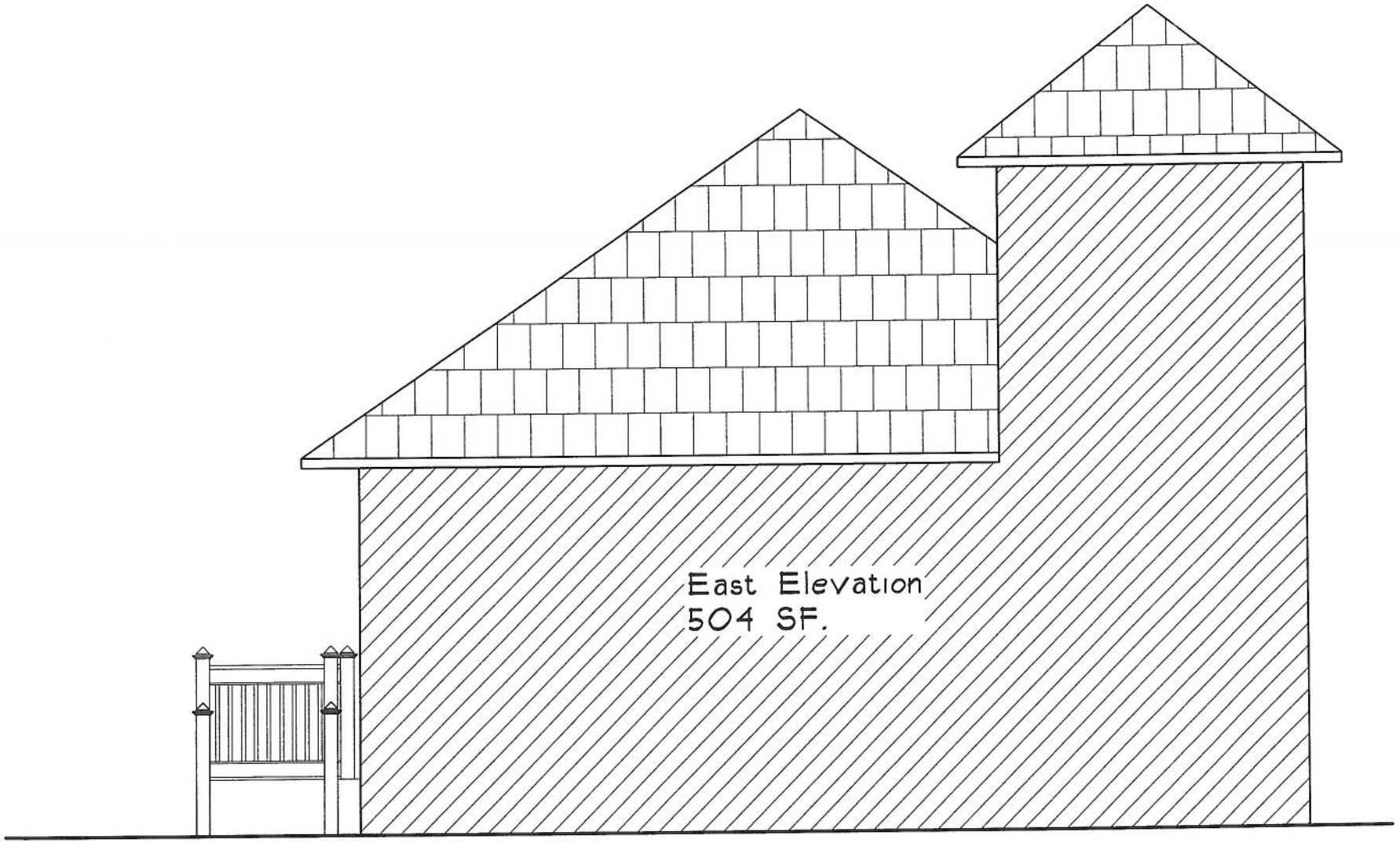
Please see Section E6, for correspondence from Gail Henrikson, AICP, dated 10/11/11, indicating that no transportation, police and/or fire impacts are applicable to this project.

Google

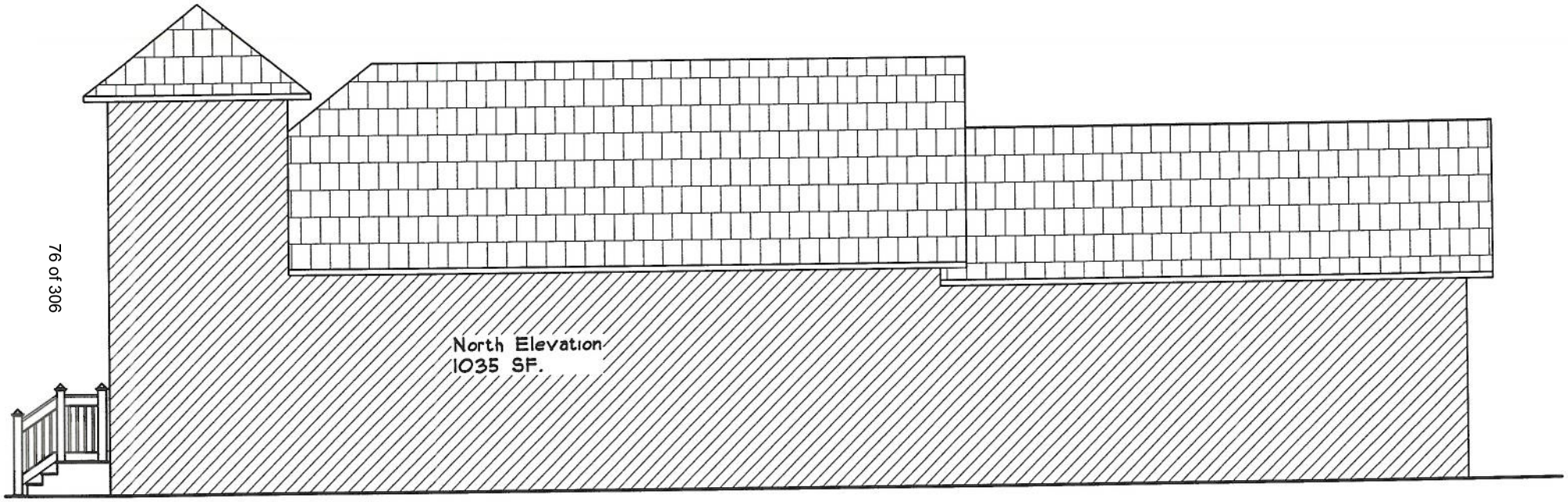
Address **308 N Orange St**
**New Smyrna Beach, FL 32168**

Get Google Maps on your phone
Text the word "GMAPS" to 466453

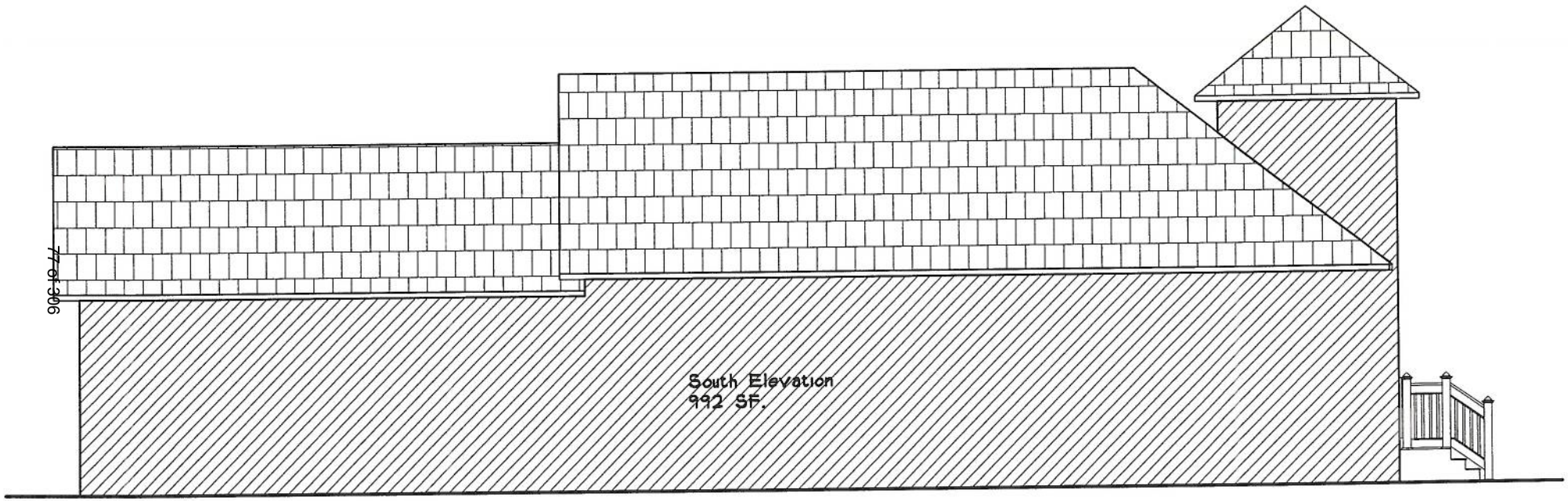





FACADE #1




FACADE #2



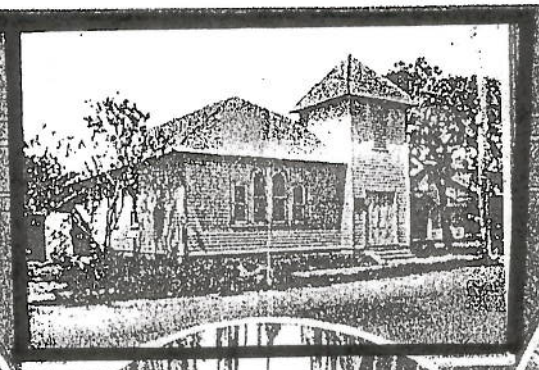

FACADE #3

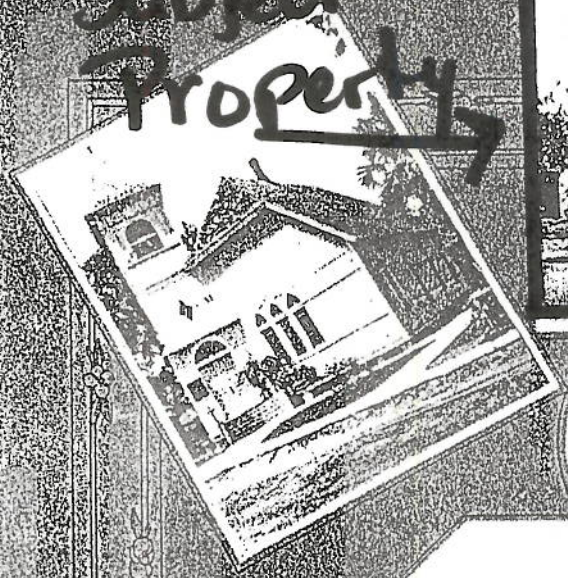
C1

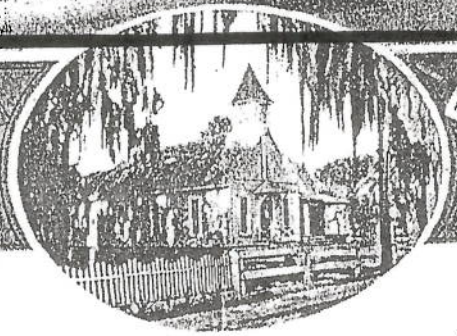
1927

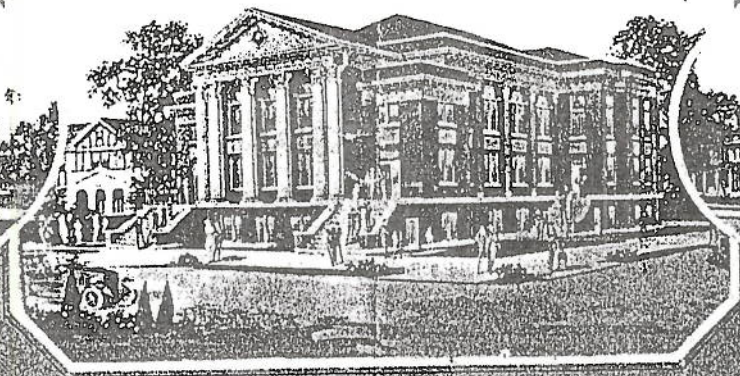
# NEW SMYRNA
## Florida

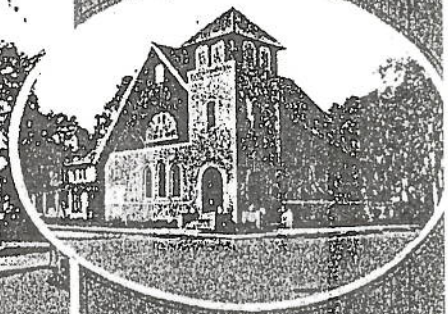
Subject Property





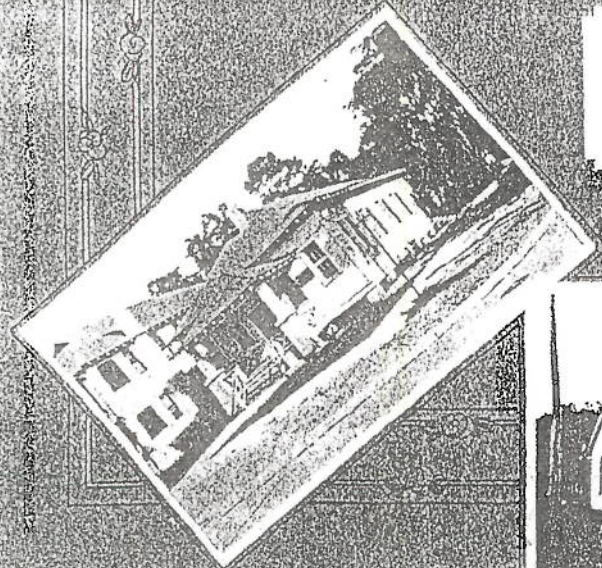


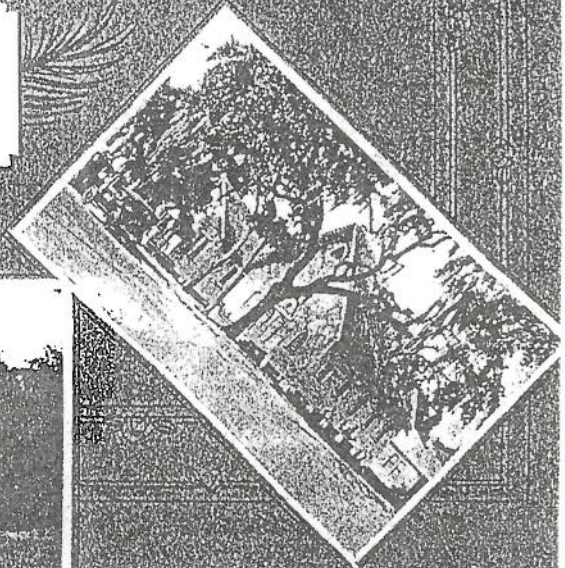




PROPOSED NEW BAPTIST CHURCH

Other Churches of New Smyrna and Vicinity.





C2

D1

**BOUNDARY SURVEY**

PREPARED BY:


A.A. WILBERT JR., LAND SURVEYING, INC.

54-A VINING CT. ORMOND BEACH, FLORIDA 32176-6641
(386) 676-9056
L.B. # 4267


***LEGAL DESCRIPTION:*** ( PROVIDED BY CLIENT )

THE NORTH 34 FEET OF LOT 1 AND THE NORTH 60 FEET OF THE SOUTH 166 FEET OF LOT 1, AND THE NORTH 100 FEET OF LOT 2, BLOCK 1, PITZER & NELSEN SUBDIVISION AS PER MAP IN MAP BOOK 1, PAGE 96 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

THIS PLAT IS HEREBY CERTIFIED TO:

1.) M & T PRINTERS, INC.
2.) FRIENDS BANK
3.) FIRST AMERICAN TITLE INSURANCE COMPANY
4.)

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS (61G17-6, F.A.C.) SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THE TERM CERTIFIED AS USED IN THIS STATEMENT, IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND FIRM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

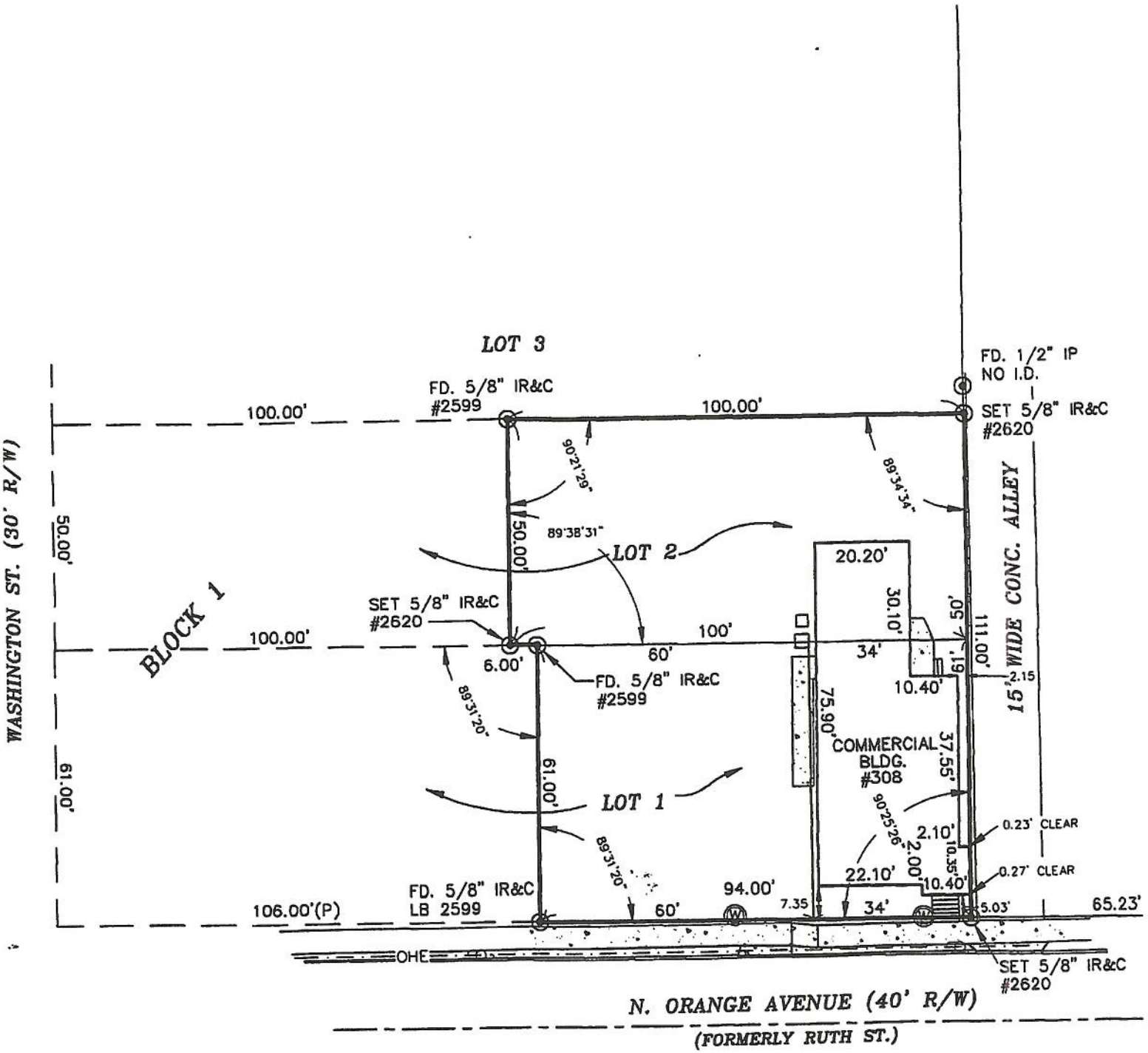
JOB # 06-6701
FILE # 06-6701
FIELD SURVEY DATE: 4/9/06
SIGNATURE DATE: 4/21/06
BU#: DVD

***SEAL***

ANDREW A. WILBERT, JR. P.L.S. # 2620 VALID ONLY WITH EMBOSSED SEAL
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

***PAGE 1 OF 3 PAGES***
NOT VALID WITHOUT PAGES 2 AND 3

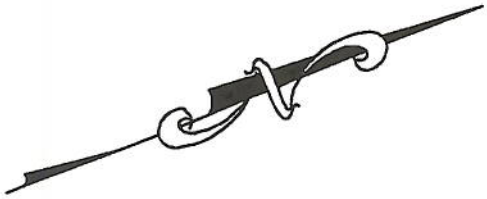
PITZER N NELSON PART LOT 1 & 2


LOT 3
FD. 5/8" IR&C #2599
100.00'
100.00'
FD. 1/2" IP NO I.D.
SET 5/8" IR&C #2620
90°21'29"
89°34'34"
50.00'
89°38'31"
LOT 2
20.20'
30.10'
.05'
111.00'
15' WIDE CONC. ALLEY
WASHINGTON ST. (30' R/W)
50.00'
BLOCK 1
SET 5/8" IR&C #2620
100.00'
100'
60'
34'
.19'
2.15
6.00'
FD. 5/8" IR&C #2599
10.40'
89°31'20"
75.90'
COMMERCIAL BLDG. #308
37.55'
61.00'
61.00'
LOT 1
90°25'26"
2.10'
0.23' CLEAR
10.35'
2.00'
89°31'20"
22.10'
10.40'
0.27' CLEAR
FD. 5/8" IR&C LB 2599
106.00'(P)
94.00'
60'
7.35
34'
5.03'
65.23'
OHE
SET 5/8" IR&C #2620
N. ORANGE AVENUE (40' R/W)
(FORMERLY RUTH ST.)

MAP OF BOUNDARY SURVEY

PAGE 2 OF 3 PAGES
NOT VALID WITHOUT PAGES 1 AND 3

JOB NUMBER: 06-6701



30 0 15 30

1 inch = 30 ft.

FD. 1/2" IP
NO I.D.

SET 5/8" IR&C
#2620

15' WIDE CONC. ALLEY

111.00'

2.15

0.23' CLEAR

0.27' CLEAR

5.03'

65.23'

104.45'

49.25'

SET 5/8" IR&C
#2620

FD. 3/4" IP
NO I.D.

FD. 1" IP
NO I.D.

FD. 5/8
LB 2599

## LEGEND

° = DEGREES, ' = MINUTES, " = SECONDS: WHEN USED IN A BEARING
' = FEET, " = INCHES: WHEN USED IN A DISTANCE
℄ = CENTERLINE
Δ = DELTA = CENTRAL ANGLE
—x— = FENCE
= FIRE HYDRANT
= LIGHT POLE
± = MORE OR LESS
= UTILITY POLE
OH-E = OVERHEAD ELECTRIC
OH-T = OVERHEAD TELEPHONE
= SET 5/8" IR&C (#2620) UNLESS OTHERWISE NOTED
= WATER VALVE
A/C = AIR CONDITIONER
A = ARC LENGTH
AC = ACRES
ASPH = ASPHALT
BFE = BASE FLOOD ELEVATION
BM = BENCHMARK
(C) = CALCULATED
CATV = CABLE TV
C&G = CURB & GUTTER
CH = CHORD DISTANCE
CH. BR. = CHORD BEARING
CLF = CHAIN-LINK FENCE
C.M = CONCRETE MONUMENT
CMP = CORRUGATED METAL PIPE
C.O. = CLEAN OUT
(D) = DEED CALL
(DESC) = DESCRIPTION
E = EAST
EL = ELEVATION
EM = ELEC. METER
ESMT = EASEMENT
(F) = FIELD MEASUREMENT
FD = FOUND
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
FP&L = FLORIDA POWER & LIGHT
FR = FRAME
IR&C = IRON ROD & CAP
I.P. = IRON PIPE
I.R. = IRON ROD
(M) = FIELD MEASURED
MAS = MASONRY
MB = MAP BOOK
MH = MANHOLE
N = NORTH
N.A.V.D.88 = NORTH AMERICAN VERTICAL DATUM
N&C = NAIL & CAP
N.G.V.D. 1929 = NATIONAL GEODETIC VERTICAL DATUM
NO ID. = NO IDENTIFICATION
(NR) = NON-RADIAL LINE
N&T = NAIL & TAB
OR = OFFICIAL RECORDS BOOK & PAGE
OHE = OVER HEAD ELECTRIC
(P) = PLAT
P.C. = POINT OF CURVATURE
PCP = PERMANENT CONTROL POINT
PG = PAGE
POB = POINT OF BEGINNING
P.O.R. = POINT OF REFERENCE
PRM = PERMANENT REFERENCE MONUMENT
P.T. = POINT OF TANGENCY
(R) = RADIAL LINE
R = RADIUS
RCP = REINFORCED CONCRETE PIPE
RES = RESIDENCE
RGE = RANGE
ROD = REINFORCING ROD
RR SPK = RAILROAD SPIKE
R/W = RIGHT-OF-WAY
S = SOUTH
SBT&T = SOUTHERN BELL
SEC = SECTION
STY = STORY
T = TANGENT
TWP = TOWNSHIP
W = WEST
WF = WOOD FENCE
WM = WATER METER
[T] = TELEPHONE BOX
[F] = FIBER OPTIC CABLE BOX
[C] = CATV BOX
[E] = ELECTRIC SERVICE
[FPL] = FP&L TRANSFORMER ON CONCRETE PAD
[FOB] = FIBER OPTIC POLE
UFOC = UNDERGROUND FIBER OPTIC CABLE

SURVEYOR'S NOTES:

(1) The expected use of the land is Commercial. As classified in the Minimum Technical Standards (61G17-6, F.A.C.) This area would fall under the category of "Commercial/High Risk". The minimum relative accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement with an electronic total station and calculation of a closed geometric figure was found to exceed this requirement.

(2) The description of the property was supplied by the client. A Title Report/Abstract was not provided for reference. Plats of record of the subject properties and referenced recorded documents were obtained from the Clerk of the Court's office in Volusia County. No instruments of record reflecting easements, rights-of-way and or ownership were furnished this surveyor, except as shown

(3) There may be other restrictions of record in the Public Records of this County, including those in specific Conditions of Covenants and Restrictions for this subdivision, that are not shown on this survey or have not been provided for reference.

(4) All equipment was tested and calibrated. Two sets of angles were turned and averaged. Distances were measured in feet and meters and averaged with the distances shown in feet.

(5) There are no inconsistencies with the boundary. All corners found were within acceptable standards for location and new corner monumentation was set at the missing corners.

(6) Unless otherwise noted, all bearings and distances are field measured and are in agreement with the provided deed or record plat.

(7) All angle are shown as field measured with the record plat, which shows no bearings or angles.

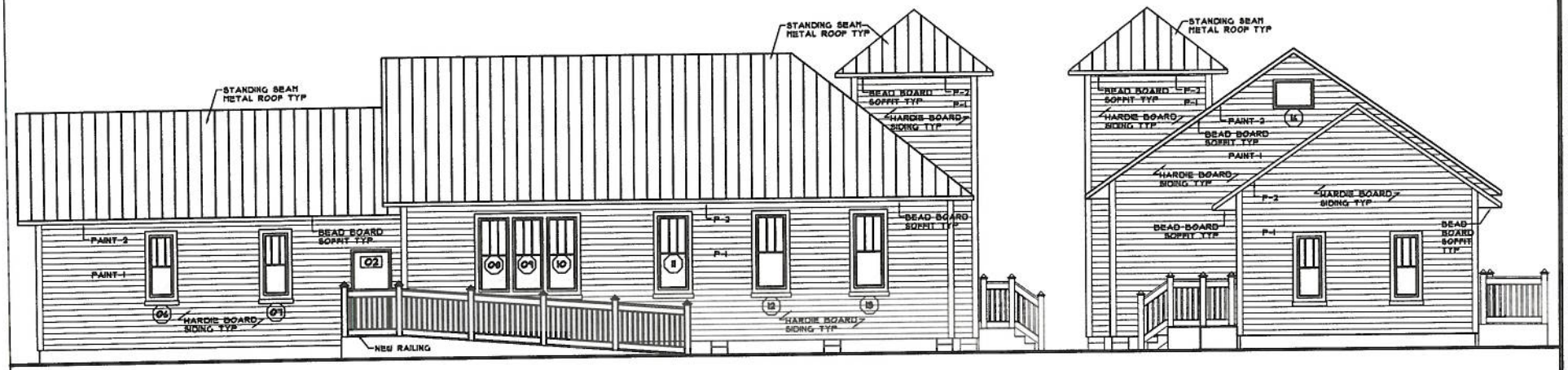
(8) Ownership of fences was not known or determined.

(9) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties. (Section 61G17-6.003(2)(e), F.A.C.)

(10) This property lies in Flood Zone "X Gray" as scaled from FEMA-Fir Map Number 12127C0543 G, FIR Map dated April 15, 2002, map index dated February 19, 2003.

| DRAWING DATE | TYPE OF SURVEY | REVISIONS | FIELD SURVEYED | FIELD BOOK | PARTY CHIEF | DRAWN BY | CHECKED BY |
|---|---|---|---|---|---|---|---|
| 4/21/06 | BOUNDARY | | 4/09/06 | 157/28,DC | MFP | RLA | AAW |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

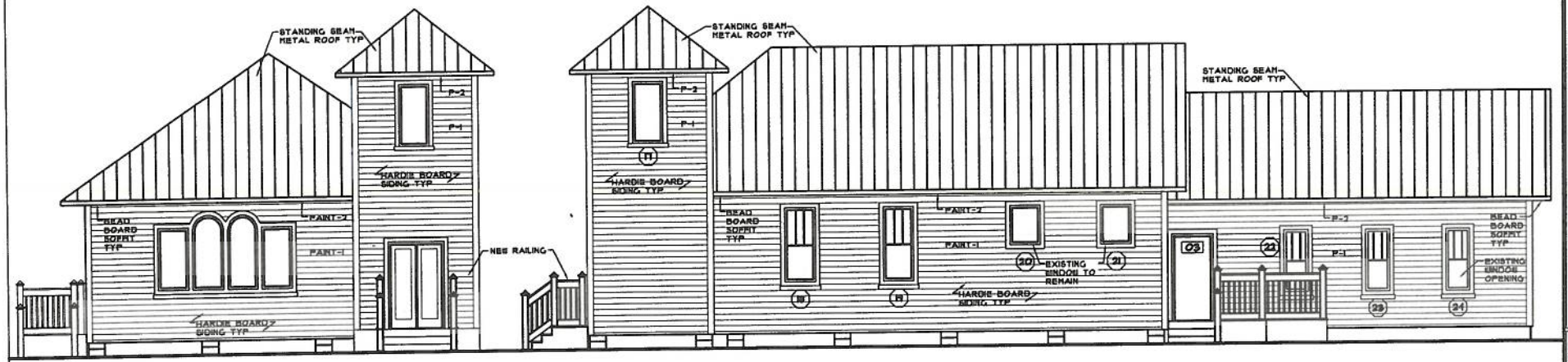
E1




SOUTH ELEVATION SCALE: 1/4"-1'-0"




WEST ELEVATION SCALE: 1/4"-1'-0"




EAST ELEVATION SCALE: 1/4"-1'-0"

NORTH ELEVATION SCALE: 1/4"-1'-0"

PERMIT SET

**GERARD J. PENDERGAST**
ARCHITECTURE/PLANNING
AR 0013441
150 CANAL STREET, NEW SMYRNA BEACH, FLORIDA 32169
PH: (386) 427-5012 FAX: (386) 427-5017

**MTN RESOURCES** 84 of 306
309 ORANGE AVENUE
NEW SMYRNA BEACH, FL 32168

DATE: SEPTEMBER 21, 201
REVISIONS

A4 NEW ELEVATIONS

E2

BENJAMIN MOORE®
COLOR PREVIEW®

HC

Building Exterior

hawthorne yellow

weston flax

windham cream

BENJAMIN MOORE®
COLOR PREVIEW®

RM

Trim

lancaster white

navajo white

brilliant white

E3

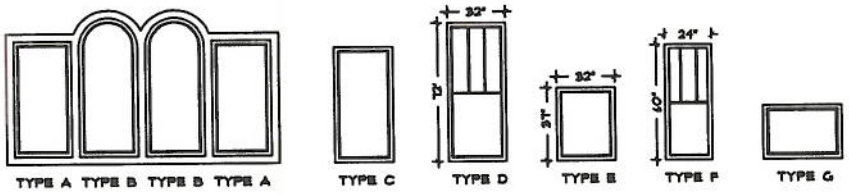
## WINDOW SCHEDULE

| NUMBER | SIZE WIDTH X HEIGHT | TYPE | | |
|---|---|---|---|---|
| 01 | EXISTING OPENING | FIXED | A | ANDERSEN 400 SERIES-STORMWATCH |
| 02 | EXIST. ARCH OPENING | FIXED | B | ANDERSEN 400 SERIES-CUSTOM ARCH - STORMWATCH |
| 03 | EXIST. ARCH OPENING | FIXED | B | ANDERSEN 400 SERIES-CUSTOM ARCH - STORMWATCH |
| 04 | EXISTING OPENING | FIXED | A | ANDERSEN 400 SERIES-STORMWATCH |
| 05 | EXISTING OPENING | FIXED | C | ANDERSEN 400 SERIES-STORMWATCH |
| 06 | 24"x60" | DBL HUNG | F | ANDERSEN 400 SERIES-STORMWATCH |
| 07 | 24"x60" | DBL HUNG | F | ANDERSEN 400 SERIES-STORMWATCH |
| 08 | 32"x72" | DBL HUNG | D | ANDERSEN 400 SERIES-STORMWATCH |
| 09 | 32"x72" | DBL HUNG | D | ANDERSEN 400 SERIES-STORMWATCH |
| 10 | 32"x72" | DBL HUNG | D | ANDERSEN 400 SERIES-STORMWATCH |
| 11 | 32"x72" | DBL HUNG | D | ANDERSEN 400 SERIES-STORMWATCH |
| 12 | 32"x72" | DBL HUNG | D | ANDERSEN 400 SERIES-STORMWATCH |
| 13 | 32"x72" | DBL HUNG | D | ANDERSEN 400 SERIES-STORMWATCH |
| 14 | 24"x60" | DBL HUNG | F | ANDERSEN 400 SERIES-STORMWATCH |
| 15 | 24"x60" | DBL HUNG | F | ANDERSEN 400 SERIES-STORMWATCH |
| 16 | EXISTING OPENING | FIXED | G | ANDERSEN 400 SERIES-STORMWATCH |
| 17 | EXISTING OPENING | FIXED | C | ANDERSEN 400 SERIES-STORMWATCH |
| 18 | 32"x72" | DBL HUNG | D | ANDERSEN 400 SERIES-STORMWATCH |
| 19 | 32"x72" | DBL HUNG | D | ANDERSEN 400 SERIES-STORMWATCH |
| 20 | EXISTING TO REMAIN | DBL HUNG | E | ANDERSEN 400 SERIES-STORMWATCH |
| 21 | EXISTING TO REMAIN | DBL HUNG | E | ANDERSEN 400 SERIES-STORMWATCH |
| 22 | 24"x60" | DBL HUNG | F | ANDERSEN 400 SERIES-STORMWATCH |
| 23 | 24"x60" | DBL HUNG | F | ANDERSEN 400 SERIES-STORMWATCH |
| 24 | 24"x60" | DBL HUNG | F | ANDERSEN 400 SERIES-STORMWATCH |

NOTE:
1. SOME WINDOWS ARE INACCESSIBLE. CONTRACTOR TO VERIFY ROUGH OPENINGS PRIOR TO ORDERING NEW WIDOWS. OWNER TO APPROVE WINDOW TYPE PRIOR TO ORDERING.

2. OWNER TO APPROVE INTERIOR WINDOW TRIM.

## WINDOW TYPES

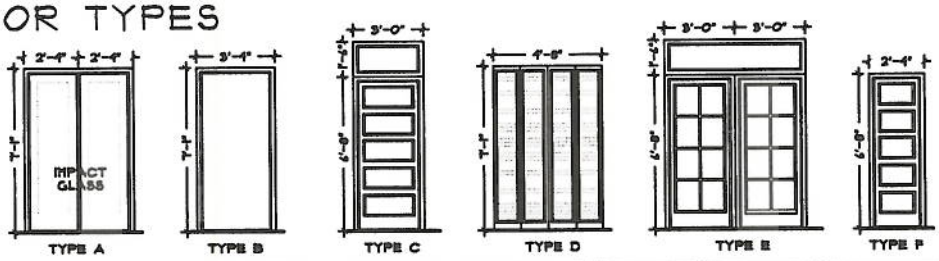


E4

| 00 | DOOR SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|---|
| NUMBER | SIZE WxH | STYLE | | MATERIAL | FRAME | THRESHOLD | NOTES |
| 01 | (2) 2'-4" x 7'-0" | A | SWING | WOOD | WOOD | ALUM | JELD_WEN_EXTERIOR |
| 02 | 3'-0" x 7'-0" | B | SWING | MTL | MTL | ALUM | JELD_WEN_EXTERIOR |
| 03 | 3'-0" x 7'-0" | B | SWING | MTL | MTL | ALUM | JELD_WEN_EXTERIOR |
| 04 | 3'-0" x 6'-8" | D | BI-FOLD | WOOD | WOOD | WOOD | STAIN_GRADE |
| 05 | 3'-0" x 6'-8" | D | BI-FOLD | WOOD | WOOD | WOOD | STAIN_GRADE |
| 06 | 3'-0" x 6'-8" | C | SWING | WOOD | WOOD | WOOD | STAIN_GRADE |
| 07 | 3'-0" x 6'-8" | C | SWING | WOOD | WOOD | WOOD | STAIN_GRADE |
| 08 | 3'-0" x 6'-8" | C | SWING | WOOD | WOOD | WOOD | STAIN_GRADE |
| 09 | 3'-0" x 6'-8" | C | SWING | WOOD | WOOD | MARBLE | STAIN_GRADE |
| 10 | (2) 3'-0" x 6'-8" | E | POCKET | WOOD | WOOD | WOOD | STAIN_GRADE |
| 11 | 2'-0" x 6'-8" | F | SWING | WOOD | WOOD | WOOD | STAIN_GRADE |
| 12 | 3'-0" x 7'-0" | B | SWING | MTL | MTL | ALUM | — |

NOTE:
1. OWNER TO APPROVE INTERIOR DOOR TRIM.

## DOOR TYPES



E5

# HardiePlank® HZ5® Lap Siding

JamesHardie

EFFECTIVE NOVEMBER 2010

INSTALLATION REQUIREMENTS - PRIMED & COLORPLUS® PRODUCTS

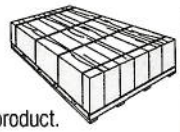
Visit www.jameshardie.com for the most recent version.

## SELECT CEDARMILL© - SMOOTH - COLONIAL SMOOTH® - COLONIAL ROUGHSAWN® - BEADED CEDARMILL© BEADED SMOOTH - STRAIGHT-EDGE SHINGLE PLANK

IMPORTANT: FAILURE TO INSTALL AND FINISH THIS PRODUCT IN ACCORDANCE WITH APPLICABLE BUILDING CODES AND JAMES HARDIE WRITTEN APPLICATION INSTRUCTIONS MAY LEAD TO PERSONAL INJURY, AFFECT SYSTEM PERFORMANCE, VIOLATE LOCAL BUILDING CODES, AND VOID THE PRODUCT ONLY WARRANTY. BEFORE INSTALLATION, CONFIRM THAT YOU ARE USING THE CORRECT HARDIEZONE™ PRODUCTS INSTRUCTIONS. TO DETERMINE WHICH HARDIEZONE™ APPLIES TO YOUR LOCATION, VISIT WWW.HARDIEZONE.COM OR CALL 1-866-942-7343 (866 9HARDIE)

### STORAGE & HANDLING:

Store flat and keep dry and covered prior to installation. Installing siding wet or saturated may result in shrinkage at butt joints. Carry planks on edge. Protect edges and corners from breakage. James Hardie is not responsible for damage caused by improper storage and handling of the product.



### ⚠ CUTTING INSTRUCTIONS

OUTDOORS
1. Position cutting station so that wind will blow dust away from user and others in working area.
2. Use one of the following methods:
   - a. Best: i. Score and snap; ii. Shears (manual, electric or pneumatic)
   - b. Better: i. Dust reducing circular saw equipped with a HardieBlade® saw blade and HEPA vacuum extraction
   - c. Good: i. Dust reducing circular saw with a HardieBlade saw blade (only use for low to moderate cutting)

INDOORS
1. Cut only using score and snap, or shears (manual, electric or pneumatic).
2. Position cutting station in well-ventilated area

- NEVER use a power saw indoors
- NEVER use a circular saw blade that does not carry the HardieBlade saw blade trademark
- NEVER dry sweep – Use wet suppression or HEPA Vacuum

Important Note: For maximum protection (lowest respirable dust production), James Hardie recommends always using "Best"-level cutting methods where feasible.

NIOSH-approved respirators can be used in conjunction with above cutting practices to further reduce dust exposures. Additional exposure information is available at www.jameshardie.com to help you determine the most appropriate cutting method for your job requirements. If concern still exists about exposure levels or you do not comply with the above practices, you should always consult a qualified industrial hygienist or contact James Hardie for further information.

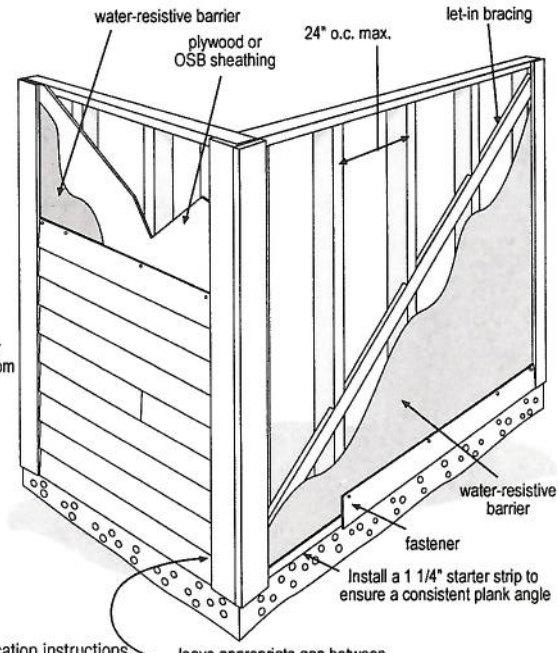
SD083105

**IMPORTANT: To prevent damage to the drip edge, extra care should be taken when removing planks from the pallet, while handling, and when installing with a lap gauge. Please see additional handling requirements on page 4.**

### GENERAL REQUIREMENTS:

- HardiePlank® lap siding can be installed over braced wood or steel studs spaced a maximum of 24" o.c. or directly to minimum 7/16" thick OSB sheathing. Irregularities in framing and sheathing can mirror through the finished application.
- HardiePlank lap siding can also be installed over foam insulation/sheathing up to 1" thick. When using foam insulation/sheathing, avoid over-driving nails (fasteners), which can result in dimpling of the siding due to the compressible nature of the foam insulation/sheathing. Extra caution is necessary if power-driven nails (fasteners) are used for attaching siding over foam insulation/sheathing.
- A water-resistive barrier is required in accordance with local building code requirements. The water-resistive barrier must be appropriately installed with penetration and junction flashing in accordance with local building code requirements. James Hardie will assume no responsibility for water infiltration. James Hardie does manufacture HardieWrap® Weather Barrier, a non-woven non-perforated housewrap[1], which complies with building code requirements.
- When installing James Hardie products all clearance details in figs. 3,4,5,6,7,8,& 9 must be followed.
- Adjacent finished grade must slope away from the building in accordance with local building codes - typically a minimum of 6" in the first 10'.
- Do not use HardiePlank lap siding in Fascia or Trim applications.
- Do not install James Hardie products, such that they may remain in contact with standing water.
- HardiePlank lap siding may be installed on flat vertical wall applications only.
- DO NOT use stain on James Hardie® products.
- For larger projects, including commercial and multi-family projects, where the span of the wall is significant in length, the designer and/or architect should take into consideration the coefficient of thermal expansion and moisture movement of the product in their design. These values can be found in the Technical Bulletin "Expansion Characteristics of James Hardie® Siding Products" at www.JamesHardie.com.

Figure 1 Double Wall Construction / Single Wall Construction

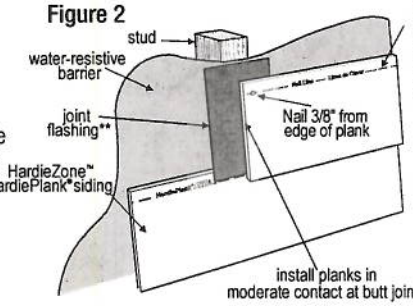



### INSTALLATION:

**JOINT TREATMENT†**

*(Required for ColorPlus® Finish, Recommended for Primed product)* James Hardie does not recommend the use of caulk at field butt joints. Install factory finished edges together at butt joints.

Figure 2




*For other jointing options, refer to local building code or NER 405

**As required by local building code ***Apply caulk in accordance with caulk manufacturers written application instructions

[1]For additional information on HardieWrap® Weather Barrier, consult James Hardie at 1-866-4Hardie or www.hardiewrap.com

**WARNING: AVOID BREATHING SILICA DUST**

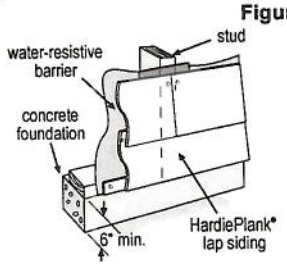
James Hardie® products contain respirable crystalline silica, which is known to the State of California to cause cancer and is considered by IARC and NIOSH to be a cause of cancer from some occupational sources. Breathing excessive amounts of respirable silica dust can also cause a disabling and potentially fatal lung disease called silicosis, and has been linked with other diseases. Some studies suggest smoking may increase these risks. During installation or handling: (1) work in outdoor areas with ample ventilation; (2) use fiber cement shears for cutting or, where not feasible, use a HardieBlade saw blade and dust-reducing circular saw attached to a HEPA vacuum; (3) warn others in the immediate area; (4) wear a properly-fitted, NIOSH-approved dust mask or respirator (e.g. N-95) in accordance with applicable government regulations and manufacturer instructions to further limit respirable silica exposures. During clean-up, use HEPA vacuums or wet cleanup methods - never dry sweep. For further information, refer to our installation instructions and Material Safety Data Sheet available at www.jameshardie.com or by calling 1-800-9HARDIE (1-800-942-7343). FAILURE TO ADHERE TO OUR WARNINGS, MSDS, AND INSTALLATION INSTRUCTIONS MAY LEAD TO SERIOUS PERSONAL INJURY OR DEATH.

SD050505

## CLEARANCES

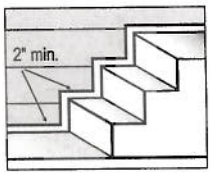
Install siding and trim products in compliance with local building code requirements for clearance between the bottom edge of the siding and the adjacent finished grade.

**Figure 3**



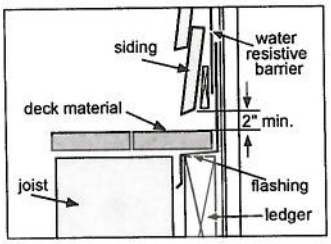

Maintain a 2" mininum clearance between James Hardie® products and paths, steps and driveways.

**Figure 4**



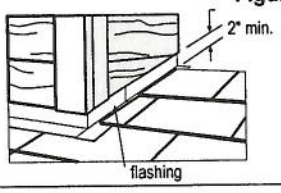

Maintain a 2" minimum clearance between James Hardie products and decking material.

**Figure 5**



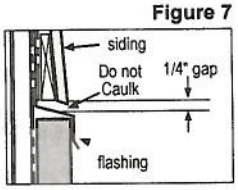

At the juncture of the roof and vertical surfaces, flashing and counterflashing shall be installed per the roofing manufacturer's instructions. Provide a 2" minimum clearance between the roofing and the bottom edge of the siding and trim.

**Figure 6**




Maintain a 1/4" clearance between the bottom of James Hardie products and horizontal flashing. Do not caulk gap.

**Figure 7**




Maintain a minimum 1" gap between gutter end caps and siding & trim.

**Figure 8**

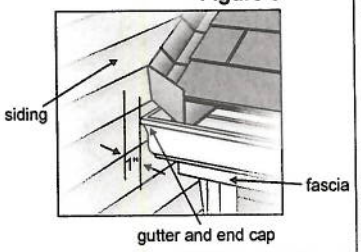
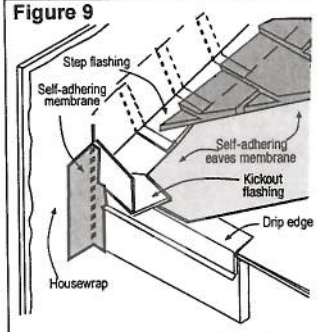



**Figure 9**




## KICKOUT FLASHING

Because of the volume of water that can pour down a sloped roof, one of the most critical flashing details occurs where a roof intersects a sidewall. The roof must be flashed with step flashing. Where the roof terminates, install a kickout to deflect water away from the siding.

It is best to install a self-adhering membrane on the wall before the subfascia and trim boards are nailed in place, and then come back to install the kickout.

**Figure 9, Kickout Flashing‡** To prevent water from dumping behind the siding and the end of the roof intersection, install a "kickout" of sufficient length and angle to direct the water running down the roof away from the siding.

## FASTENER REQUIREMENTS **

Blind Nailing is the preferred method of installation for all HardiePlank® lap siding products

### BLIND NAILING

**Nails - Wood Framing**
- Siding nail (0.09" shank x 0.221" HD x 2" long)
- 11ga. roofing nail (0.121" shank x 0.371" HD x 1.25" long)

**Screws - Steel Framing**
- Ribbed Wafer-head or equivalent (No. 8 x 1 1/4" long x 0.375" HD) Screws must penetrate 3 threads into metal framing.

**Nails - Steel Framing**
- ET & F Panelfast® nails or equivalent (0.10" shank x 0.313" HD x 1-1/2" long) Nails must penetrate minimum 1/4" into metal framing.

**OSB minimum 7/16"**
- 11ga. roofing nail (0.121" shank x 0.371" HD x 1.75" long)
- Ribbed Wafer-head or equivalent (No. 8 x 1 5/8" long x 0.375" HD).

### FACE NAILING

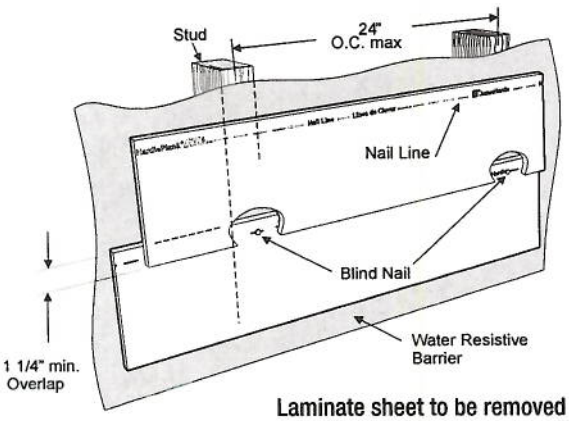
**Nails - Wood Framing**
- 6d (0.113" shank x 0.267" HD x 2" long)
- Siding nail (0.09" shank x 0.221" HD x 2" long)

**Screws - Steel Framing**
- Ribbed Bugle-head or equivalent (No. 8-18 x 1-5/8" long x 0.323" HD) Screws must penetrate 3 threads into metal framing.

**Nails - Steel Framing**
- ET & F pin or equivalent (0.10" shank x 0.25" HD x 1-1/2" long) Nails must penetrate minimum 1/4" into metal framing.

**OSB minimum 7/16"**
- Siding nail (0.09" shank x 0.221" HD x 1-1/2" long)*

**Figure 10**




**Minimum overlap for Both Face and Blind Nailing**

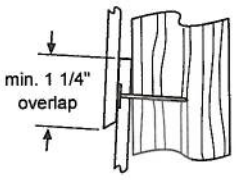
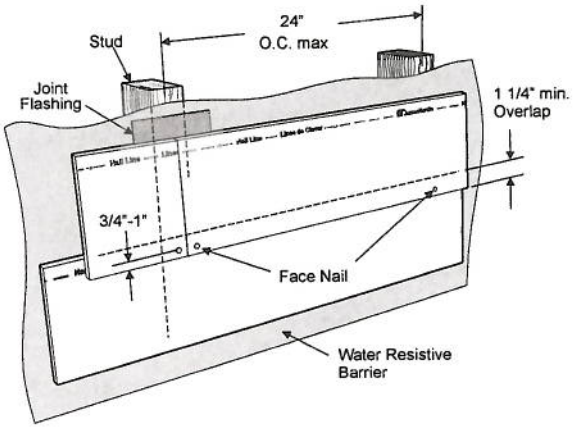



**Figure 11**




**Laminate sheet to be removed immediately after installation of each course for ColorPlus® products.**

‡The illustration (figure 9) and associated text was reprinted with permission of THE JOURNAL OF LIGHT CONSTRUCTION. For subscription information, visit www.jlconline.com.

* When face nailing to OSB, planks must be no greater than 9 1/4" wide and fasteners must be 12" o.c. or less.

** Also see General Fastening Requirements; and when considering alternative fastening options refer to James Hardie's Technical Bulletin USTB 17 - Fastening Tips for HardiePlank® Lap Siding.

## GENERAL FASTENING REQUIREMENTS

Fasteners must be corrosion resistant, galvanized, or stainless steel. Electro-galvanized are acceptable but may exhibit premature corrosion. James Hardie recommends the use of quality, hot-dipped galvanized nails. James Hardie is not responsible for the corrosion resistance of fasteners. Stainless steel fasteners are recommended when installing James Hardie® products near the ocean, large bodies of water, or in very humid climates.

## PNEUMATIC FASTENING

James Hardie products can be hand nailed or fastened with a pneumatic tool. Pneumatic fastening is highly recommended. Set air pressure so that the fastener is driven snug with the surface of the siding. A flush mount attachment on the pneumatic tool is recommended. This will help control the depth the nail is driven. If setting the nail depth proves difficult, choose a setting that under drives the nail. (Drive under driven nails snug with a smooth faced hammer - Does not apply for installation to steel framing).

- Consult applicable code compliance report for correct fasteners type and placement to achieve specified design wind loads.
- NOTE: Published wind loads may not be applicable to all areas where Local Building Codes have specific jurisdiction. Consult James Hardie Technical Services if you are unsure of applicable compliance documentation.
- Drive fasteners perpendicular to siding and framing.
- Fastener heads should fit snug against siding (no air space). (fig. A )
- Do not over-drive nail heads or drive nails at an angle.
- If nail is countersunk, caulk nail hole and add a nail. (fig. B)
- For wood framing, under driven nails should be hit flush to the plank with a hammer (For steel framing, remove and replace nail).
- **Do not use aluminum fasteners, staples, or clipped head nails.**

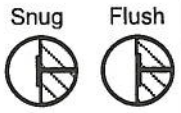


Figure A

Figure B

## CUT EDGE TREATMENT

Caulk, paint or prime all field cut edges.

## CAULKING

For best results use an Elastomeric Joint Sealant complying with ASTM C920 Grade NS, Class 25 or higher or a Latex Joint Sealant complying with ASTM C834. Caulking/Sealant must be applied in accordance with the caulking/sealant manufacturer's written instructions or ASTM C1193.

## PAINTING

DO NOT use stain on James Hardie® products.
James Hardie products must be painted within 180 days for primed product and 90 days for unprimed.
100% acrylic topcoats are recommended.
Do not paint when wet. For application rates refer to paint manufacturers specifications.
Back-rolling is recommended if the siding is sprayed.

## COLORPLUS® TECHNOLOGY CAULKING, TOUCH-UP & LAMINATE

- Touch up nicks, scrapes and nail heads using the ColorPlus® Technology touch-up applicator. Touch-up paint should be used sparingly. If large areas require touch-up, replace the damaged area with new HardiePlank® lap siding with ColorPlus® Technology.
- Laminate sheet must be removed immediately after installation of each course.
- Terminate non-factory cut edges into trim where possible, and caulk. Color matched caulks are available from your ColorPlus® product dealer.
- Treat all other non-factory cut edges using the ColorPlus Technology edge coaters, available from your ColorPlus product dealer.

## PAINTING JAMES HARDIE® SIDING AND TRIM PRODUCTS WITH COLORPLUS® TECHNOLOGY

When repainting ColorPlus products, James Hardie recommends the following regarding surface preparation and topcoat application:

- Ensure the surface is clean, dry, and free of any dust, dirt, or mildew
- Repriming is normally not necessary
- 100% acrylic topcoats are recommended
- DO NOT use stain or oil/alkyd base paints on James Hardie® products
- Apply finish coat in accordance with paint manufacturers written instructions regarding coverage, application methods, and application temperature

## COVERAGE CHART/ESTIMATING GUIDE

Number of 12' planks, does not include waste

| COVERAGE AREA LESS OPENINGS SQ (1 SQ = 100 sq.ft.) | HARDIEPLANK® LAP SIDING WIDTH (exposure) | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 5 1/4<br>4 | 6 1/4<br>5 | 7 1/4<br>6 | 7 1/2<br>6 1/4 | 8<br>6 3/4 | 8 1/4<br>7 | 9 1/4<br>8 | 9 1/2<br>8 1/4 | 12<br>10 3/4 |
| 1 | 25 | 20 | 17 | 16 | 15 | 14 | 13 | 13 | 9 |
| 2 | 50 | 40 | 33 | 32 | 30 | 29 | 25 | 25 | 19 |
| 3 | 75 | 60 | 50 | 48 | 44 | 43 | 38 | 38 | 28 |
| 4 | 100 | 80 | 67 | 64 | 59 | 57 | 50 | 50 | 37 |
| 5 | 125 | 100 | 83 | 80 | 74 | 71 | 63 | 63 | 47 |
| 6 | 150 | 120 | 100 | 96 | 89 | 86 | 75 | 75 | 56 |
| 7 | 175 | 140 | 117 | 112 | 104 | 100 | 88 | 88 | 65 |
| 8 | 200 | 160 | 133 | 128 | 119 | 114 | 100 | 100 | 74 |
| 9 | 225 | 180 | 150 | 144 | 133 | 129 | 113 | 113 | 84 |
| 10 | 250 | 200 | 167 | 160 | 148 | 143 | 125 | 125 | 93 |
| 11 | 275 | 220 | 183 | 176 | 163 | 157 | 138 | 138 | 102 |
| 12 | 300 | 240 | 200 | 192 | 178 | 171 | 150 | 150 | 112 |
| 13 | 325 | 260 | 217 | 208 | 193 | 186 | 163 | 163 | 121 |
| 14 | 350 | 280 | 233 | 224 | 207 | 200 | 175 | 175 | 130 |
| 15 | 375 | 300 | 250 | 240 | 222 | 214 | 188 | 188 | 140 |
| 16 | 400 | 320 | 267 | 256 | 237 | 229 | 200 | 200 | 149 |
| 17 | 425 | 340 | 283 | 272 | 252 | 243 | 213 | 213 | 158 |
| 18 | 450 | 360 | 300 | 288 | 267 | 257 | 225 | 225 | 167 |
| 19 | 475 | 380 | 317 | 304 | 281 | 271 | 238 | 238 | 177 |
| 20 | 500 | 400 | 333 | 320 | 296 | 286 | 250 | 250 | 186 |

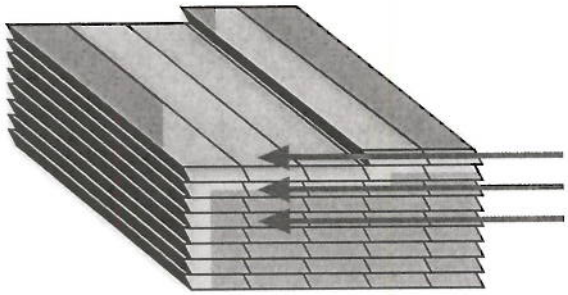
This coverage chart is meant as a guide. Actual usage is subject to variables such as building design. James Hardie does not assume responsibility for over or under ordering of product.

RECOGNITION: In accordance with ICC-ES Legacy Report NER-405, HardiePlank® lap siding is recognized as a suitable alternate to that specified in: the BOCA National Building Code/1999, the 1997 Standard Building Code, the 1997 Uniform Building Code, the 1998 International One- and Two-Family Dwelling Code, the 2003 International Building Code, and the 2003 International Residential Code for One-and Two-Family Dwellings. HardiePlank lap siding is also recognized for application in the following: City of Los Angeles Research Report No. 24862, State of Florida listing FL#889, Dade County, Florida NOA No. 02-0729.02, U.S. Dept. of HUD Materials Release 1263c, Texas Department of Insurance Product Evaluation EC-23, City of New York MEA 223-93-M, and California DSA PA-019. These documents should also be consulted for additional information concerning the suitability of this product for specific applications.

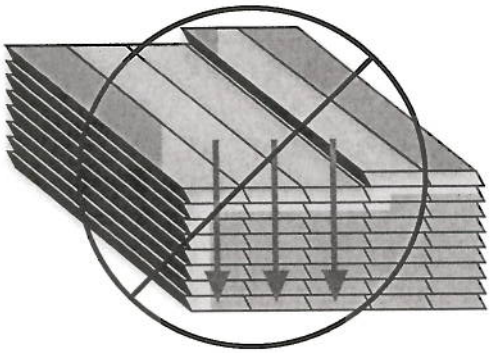
## ADDITIONAL HANDLING REQUIREMENTS

IMPORTANT: To prevent damage to the drip edge, extra care should be taken when removing planks from the pallet, while handling, and when installing with a lap gauge. Planks are interlocked together on the pallet, therefore they should be removed from the pallet horizontally (side to side) to allow planks to unlock themselves from one another.

**Pull from across the stack**



**Do not go down the stack**



© 2010 James Hardie Technology Limited. All rights reserved.
TM, SM, and ® denote trademarks or registered trademarks of James Hardie Technology Limited. ℠ is a registered trademark of James Hardie Technology Limited.

Panelfast is a registered trademark of ET&F Fastening Systems, Inc.

Additional Installation Information, Warranties, and Warnings are available at www.jameshardie.com

JamesHardie

308 N Orange Avenue, New Smyrna Beach, FL
Community Redevelopment Agency (CRA)
Summary of Proposed Costs - Significant Façade

F1

| Eligible Services | Building: Windows, Siding, Doors, Roof — Platinum Building & Remodeling | Building: Windows, Siding, Doors, Roof — Rick A. Eckert, LLC | Building: Windows, Siding, Doors, Roof — Misiano | Building: Building Architect — Gerard Pendergrast | Best Quote/ Totals |
|---|---|---|---|---|---|
| **Windows, Doors, Siding, Roof** | | | | | |
| Hardie board 2" siding, trim, bead board soffits, installation, painting; replace exterior windows with Anderson double pane Low E impact resistance windows; replace 2 exterior doors and storefront door; standing seam metal roof | $ 109,700.00 | $ 128,200.00 | $ 91,150.00 | | $ 91,150.00 |
| **Building Architect** | | | | | |
| Building Architect Services - Gerard Pendergrast - Total Contract $6,650.00 (limited to 10% of building construction costs - windows and siding) x 50% for exterior drawings | | | | $ 3,325.00 | $ 3,325.00 |
| **TOTAL** | | | | | $ 94,475.00 |
| | | | | 50/50 Matching | $ 47,237.50 |
| | | | | | $ 47,237.50 |
| | | | | **Applicant Grant Request** | **$ 45,540.00** |

F2a


# Platinum Building & Remodeling, Inc.

208 S Venetian Way, Port Orange, FL 32127
(386) 547-1941 office
(386) 845-0202 fax
platinumbuilders@cfl.rr.com
www.platinumbuilders-remodeling.com


## PROPOSAL

October 11, 2010

Prepared for: MTN Resources
Proposed Site: 308 Orange Avenue, New Smyrna Beach, FL 32168

We are pleased to hereby submit to supply Labor, Materials, Services, Equipment and Supervision to perform as described in the following scope of work for the project known as "MTN Resources".

**Existing Building Exterior Renovations per the following specs & plans dated 09-27-11:**

- All permitting included.
- Window framing and installation of Andersen Double Pane Low E Impact Resistance windows with screens, per plan.
- Two existing windows on north elevation to remain. (Will need paneled type storm protection, per code.)
- Framing and installation of two rear 36" wood doors with impact resistant full glass, stainless steel hinges, deadbolt and entry handles.
- Framing and installation of new front double entrance wood doors with full impact resistant glass including hardware, per plan. (Entrance door allowance $4,000.)
- Installation of 5/16" x 7 ¼' Hardieplank siding over 1/2" OSB plywood on original lap siding with Tyvek moisture barrier, per plan.
- All Hardie trim for corners and windows, per plan.
- Installation and fixtures for two double flood lights at rear of building on timers and photocells.
- Additional switching to exterior lights at door locations, total of six. (Allowance $500.00 each.)
- Installation of Hardie 2" on center beaded Cedarmill soffit installed on bottom side of existing roof to expose original rafters.
- Damaged original rafters to be repaired or replaced to match original design.
- Newer section of building will be 2" beaded Cedarmill soffit with non structural rafters added to resemble original structural soffit appearance.
- Paint, caulk and seal all new Hardie siding, trim and soffit, color choice per owner.
- Install new pressure treated railing per plan.
- Paint and seal all new railing, per plan, color choice per owner.



**Total Cost: $76,000.00**

# Platinum Building & Remodeling, Inc.

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www.platinumbuilders-remodeling.com


## PROPOSAL

November 9, 2011

Prepared for: MTN Resources
Proposed Site: 308 Orange Avenue, New Smyrna Beach, FL 32168

We are pleased to hereby submit to supply Labor, Materials, Services, Equipment and Supervision to perform as described in the following scope of work for the project known as "MTN Resources".

**Roof Proposal and Options:**

**Standing Seam Metal Re-roof**

Tear off old roof and remove from premises. Replace with a new Englert Series 1100 .032 gauge aluminum snap lock roof panel.

After old roof is removed we will re-nail sheeting 6" on center using #8 ring shank nails to existing rafters.

After sheeting is re-nailed we will install 1 layer ice and water underlayment direct to roof deck in lieu of 30# felt. Ice and water directly to sheeting serves as a secondary water barrier as requested by most insurance carriers.

Roof panels have a 16" on center 1 1/4 "high standing seam. Roof system will consist of new .032 gauge aluminum drip edge, wall flashings, valley metal and hip/ridge caps.

The metal roof system comes with a manufacturer's warranty with no visible fasteners. ALUMINUM METALS MUST BE USED WITH-IN ½ MILE OF SEA COAST FOR MANUFACTURERS GUARANTEE.

**Note: Any rotten wood to be replaced at additional cost of labor and material only. All roofs come with 5 year workmanship warranty and manufacturers stated warranties.**

| | |
|---|---|
| **Total Cost:** | |
| **Standing Seam Roof, per above** | **$33,700.00** |

**Additional options per above specifications:**
**Total Cost:**

1. **Atlas Shingle Metal Roof** **$36,000.00**
2. **Monierlife Tile Roof** **$31,500.00**

**Paul G Rechichar**
**CGC1518430**

**Marla T Nance**
**MTN Resources**

| | |
|---|---|
| Total: | |
| Windows, Doors, Siding, Soffits = | $ 76,000 |
| Roof = | $ 33,700 |
| Total = | $109,700 |

F2b

# Estimate

RICK A. ECKERT, LLC

292[illegible] ORANGE TREE DRIVE
E[illegible]GEWATER, FL 32141
C[illegible]C024101

| DATE | ESTIMATE NO. |
|---|---|
| 10/5/2011 | 138 |

NAME / ADDRESS

MTN Resources
608 Orange Tree Ave.
New Smyrna Beach, FL
32168

PROJECT

| ITEM | DESCRIPTION | QTY | TOTAL | |
|---|---|---|---|---|
| 01.2 Building Permits | Building Permits . This permit is for exterior siding ,windows, doors Electrical and roofing | 1 | 1,850.00 | (A) |
| 11 Siding | Siding, Trim ,Soffit and Facsia, Tyvek house Warp. Hardie Plank 12' X 7 1/4 " 6 inch exposed , smooth or cedar grain, Hardie 5/4" X 4" trim. 3/4" 1 X 4 Bead board Clear PineTongue and Groove,1 X 6 Fascia board, and labor for cutting out new openings for windows NOTE ANY LEAD PAINT TESTING OR WORK WITH LEAD DUST REMOVING IS COST PLUS TO BE PAID MY THE OWNER AS PER SPEC OF NEW FEDERAL OR STATE LAWS PERTAINING TO LEAD REMOVAL. | 1 | 36,913.89 | (A) |
| 24 Paint | Painting, Labor and materials for exterior | | 8,450.00 | (A) |
| 09 Roof Flashing | Roofing , As per to print metal all labor and material | | 37,050.00 | |
| 13 Windows & Trim | Windows & Trim, Anderson Windows ,Insulated , impact Resistant Gary Monlithic | | 30,602.17 | (A) |
| 10 Exterior Trim & De... | Exterior Trim & Decks, Stair and hand rail work Materials and labor | | 24,667.00 | |
| 12 Doors & Trim | Doors & Trim, Entry doors and side lites | | 9,266.95 | (A) |
| 16 Electrical & Lighting | Electrical , Moving panel new panels and labor | | 2,600.00 | |
| Equipment Rental | Equipment Rental for your job Lift | | 6,000.00 | |

NOTE: THIS IS A BID FOR EXTERIOR WORK AND NO INTERIOR WORK, ANY INTERIOR WORK FOR WINDOW ,DOORS, FINISH WORK, TRIM WORK OR WORK ON FINISH ELECTRICAL IS NOT INCLUDED. AGAIN NOT NO PRICE FOR LEAD PAINT REMOVAL OF DUST AT WINDOW AND DOOR OPENINGS WHILE INSTALLING. THIS AT COST PLUS TO OWNER .

87,082.11 (front)
4,900.00 (back)

Σ(A) = $91,982.11

TOTAL $157,419.11

RICK A. ECKERT, LLC

2921 ORANGE TREE DRIVE
EDGEWATER, FL 32141
CB C024101

# Estimate

| DATE | ESTIMATE NO. |
|---|---|
| 10/12/2011 | 142 |

NAME / ADDRESS

MTN Resources
308 Orange Tree Ave.
New Smyrna Beach, FL
32168

PROJECT

| ITEM | DESCRIPTION | QTY | TOTAL |
|---|---|---|---|
| 16 Electrical & Lighting | Electrical & Lighting, This is for the extra lighting requested by owner, and wiring. | | 4,900.00 |

**TOTAL** $4,900.00

Oct 12 11 04:38p Microsoft 3864238304 p.1

F2c

Misiano Construction & Remodeling, Inc. 2908 Nordman Ave. New Smyrna Beach, FL 32168
Phone: (386) 785-3204 Fax: (386) 663-7119 Email: tony@tonymisiano.com Website: http://www.tonymisiano.com

November 6, 2011

Attn: Kate Rosenberg
MTN Resources
308 Orange Avenue
New Smyrna Beach, FL 32168

To whom it may concern:

We would like to offer the following services at the jobsite address of 308 Orange Avenue, New Smyrna Beach, FL 32168:

1. Apply for Building Permit (fees included)
2. Supply Dumpster on jobsite
3. Install underlayment, furring strips and Hardyboard siding/trim as per plans and specs provided by Gerard J Pendergast
4. Provide and install 2 exterior doors.
5. Provide and install 110lf of railing as per plans, with caps and posts
6. Paint exterior walls and trim
7. Provide and install beadboard in soffits as per plans
8. Provide and install all new Anderson double paned windows as per plan
9. Provide and install all new bucking and trim as per plan
10. Install Electrical Security lights as per plan
11. Provide and install 4 custom light fixtures as per plan.
12. Re-roof, including tear off, re nail, repari, flashings, rubber underlayment and galvalume standing seam 26 gauge metal roof system.

Option 1: Anderson Windows - **$91,150.00**
Parts: $45,581.00
Labor:$16,410.00
Permitting: $1000.00
Tax: $2962.00
Galvalume roof: $25,200.00

Option 2: PGT Windows - **$78,632.00**
Parts: $33,824.00
Labor: $16,410.00
Permitting: $1000.00
Tax: $2198.00
Galvalume roof: $25,200.00

Extra A. Panic Bar Sing & Door: $485.00
Extra B. Panic Double Door: $975.00
Extra C. Double Door upgrade: $485.00
Extra D. Remove/Rebuild Electric 200 amp 3 phase service/ with underground service: $3800.00
Extra E. Install new 2"x6" fascia board where 1"x6" exists currently: $480.00
Optional (replace #12) standard color embossed 29 gauge Advanta metal shingle by ATAS: + $4800.00

To accept the offer, both parties sign and 20% Deposit upon signing. All draws done based on Percent Completion method. Paid within 5 business days.
Both parties expected to acknowledge Florida Lien Laws in writing prior to beginning.

Owner/Representative: _____
Contractor: _____

F2d

GERARD J. PENDERGAST

## LETTER OF AGREEMENT TO PROVIDE ARCHITECTURAL SERVICES

This Agreement, entered into September 6, 2011 by and between:

Marla T. Nance
MTN Resources, LLC
203 Canal Street
New Smyrna Beach, Florida 32168

Hereinafter referred to as Client, and Gerard J. Pendergast, Architect, PLC, hereinafter referred to as Architect, The Client does hereby employ the Architect to provide Architectural Services for:

308 N. Orange Avenue
New Smyrna Beach, Florida 32168

The Architect agrees to provide the Client professional services as follows:

Prepare Construction Documents for Bidding and Permitting, based upon the approved schematic drawings. Construction Administration will be provided. Contractor to provide signed/sealed engineered truss drawings and HVAC energy calculations.

**Scope of Work for Construction Documents**

- New Interior Office Plan (provided by owner including finishes)
- Repair Building Exterior
- Repair Structural Components
- New Roof Plan
- New or Expanded electrical service.
- New or Expanded HVAC (air conditioning)
- New or Expanded Plumbing
- Site Plan to be prepared by Landscape Architect

1. **General**

    - Review documentation provided by others
    - Review existing site and building conditions
    - Prepare progress documents for design review and coordination
    - Incorporate review comments into final documents
    - Interior and Exterior photographs

## 2. Scope of Construction Documents

Construction Documents shall include drawings of the building and site.

- First Floor Architectural Plan (including window schedule)
- Exterior Elevations (4)
- Structural Plan (as required)
- Details, Notes, Building Section, Specifications (as-required)
- Mechanical HVAC locations of equipment and supply/return grills.
- Electrical locations of outlets and panels
- Plumbing locations of fixtures and hose bibs.
- Site plan locating area of work.(Landscape Architect to provide site plan)
- List of Building Materials

## 3. Exclusions

- Fire Sprinkler System
- Landscape Plan & Equipment (sprinklers etc.)
- Interior decoration

The compensation to the Architect for the above services shall be Seven Thousand Six Hundred Fifty Dollars and no cents. to be drawn as shown in the attached "Schedule of Compensation" at the hourly rates shown on the attached "Schedule of Fees".

The Client and the Architect agree to the fees, conditions and terms as set forth in the attached "Schedule of Fees, Conditions and Terms". This Agreement, with the "Schedule of Fees, Conditions and Terms", represents the entire and integrated agreement between the Client and the Architect, thus superseding all prior negotiations, representations and agreements.

This agreement is subject to renegotiation if acceptance is not within thirty (30) days from the day and year first written above. We will devote our best efforts to carry out the required work. The results obtained from our recommendations, and documents will be in our judgment based upon the in formation available to us. In any event, our liability shall not be greater than the amount paid to us for services rendered.

| | | | |
|---|---|---|---|
| Client: Signature: | | Architect: Signature: | **Gerard J. Pendergast** |
| Date: | 9/14/11 | Date: | September 14, 2011 |

## SCHEDULE OF FEES, CONDITIONS AND TERMS

Services shall be billed as follows:

| | | |
|---|---|---|
| Commencement of Work | $ 3,425.00 | September 19, 2011 |
| Construction Documents CRA | $ 1,712.50 | September 21, 2011 |
| Construction Documents 100% | $ 1,712.50 | September 29, 2011 |
| Bidding & Permitting | $ 400.00 | September 30, 2011 |
| Construction Administration | $ 400.00 | Oct. - Dec. 2011 |

Dates are estimates; schedule may be adjusted by the approval process.

Any Change Orders after submission of construction documents for the building permit will be billed hourly.

| | |
|---|---|
| Principal Architect | $ 180.00 per hour |
| Sr. Technician | $ 140.00 per hour |
| Jr. Technician | $ 60.00 per hour |

## REIMBURSABLE EXPENSES

The client shall reimburse the Architect for the following expenditures made in the interest of the project:

Reproductions and computer plotting costs for drawings, specifications and reports.

Renderings, photographs, scale models and presentation materials, if required.

Postage and delivery charges

*If additional services are required by a Civil Engineer or Surveyor, the client will be invoiced directly for those services.

## PAYMENTS

Initial payment of Three Thousand Four Hundred Twenty Five Dollars ($ 3,425) is due and payable upon acceptance of the "Letter of Agreement to Provide Architectural Services".

We shall submit monthly invoices for the services rendered. Interim billings are due within ten (10) days of rendered date. Payments due the Architect and unpaid under this agreement shall be charged a 2% service fee per month. Moreover the Architect shall be entitled to recover all costs actually incurred in collecting overdue accounts, including reasonable legal fees.

Failure of the Client to make required payments shall be cause for suspension of service.

Client Initials_____ Architect Initials_____

G

## Marla T Nance

**From:** Fegley, Kyle <kfegley@cityofnsb.com>
**Sent:** Friday, September 30, 2011 5:58 PM
**To:** Marla T Nance
**Cc:** Chris Lathrop; Henrikson, Gail; Moore, Marissa
**Subject:** RE: MTN Resources - 308 N Orange Ave, NSB - Landscape Design

Marla,
Based on my discussion with Gail the proposed improvements do not require a site plan review process, but rather will be incorporated into your building permit application, which should allow you to move forward quickly with the overall City approval process. The plans designed by Dix.Lathrop are landscape oriented, thereby leaving me with limited documentation to review. I do have some items that need to be addressed when submitting the building permit application. Please address or incorporate the following items;
1.Each driveway egress must have a stop sign designed in conformance with FDOT standard R1-1, 36". The stop sign must be located 4' in advance of sidewalks, and not be impeded by vegetation (trees).
2.There are no proposed grades, so you will need to show flow arrows or indicate the stormwater runoff (at least the first 1.5") will be distributed into the proposed landscape areas and not directly to the City right-of-way.
3.In your building permit submittal provide some additional input for the construction standards used to improve the proposed parking area. For instance it should be stabilized with a minimum of 6" shellrock compacted to 98% proctor value, and paver bricks will be traffic bearing (H-20), minimum 2-3/8" thick with a 6" limerock/crushed concrete base, etc.
4.You may not trigger SJRWMD permit threshold, but you will need to inquire with them to confirm. I would suggest you obtain an exemption letter through W. Jeremy RiCharde at the District, who can be reached at (407) 659-4864.
5.Proper signage & striping for the ADA handicapped parking space must be installed.
Overall the plans appear to meet our design guidelines, but there will likely be additional input during the departmental reviews associated with the building permit process. If you have any questions regarding my comments, please give me a call and I will happy to provide the necessary guidance.
Thanks,

Kyle W. Fegley, P.E.
City Engineer
City of New Smyrna Beach, FL
ph. (386) 424-2168
fax (386) 424-2148
kfegley@cityofnsb.com

**From:** Marla T Nance [mailto:marlanance@earthlink.net]
**Sent:** Thursday, September 29, 2011 6:48 PM
**To:** Fegley, Kyle
**Cc:** Marla Nance; 'Chris Lathrop'; Henrikson, Gail; Moore, Marissa
**Subject:** MTN Resources - 308 N Orange Ave, NSB - Landscape Design

Hi Kyle,

My name is Marla Nance and I am the owner of MTN Resources and we closed on our new building yesterday at 308 N Orange Avenue, NSB (formerly M&T Printing). Myself and Chris Lathrop, our landscape architect with DixLathrop, met with Gail Henrikson on Tuesday, September 28, 2011, and left a copy of our concept layout.

I have attached an updated version of that layout to this email.

We have the following questions:

1. What is the site plan/ engineering submission process?

2. We do not believe a SJRWM permit is required, as we are not over the 4000 sf threshold of improved impervious surface area; please confirm our understanding.

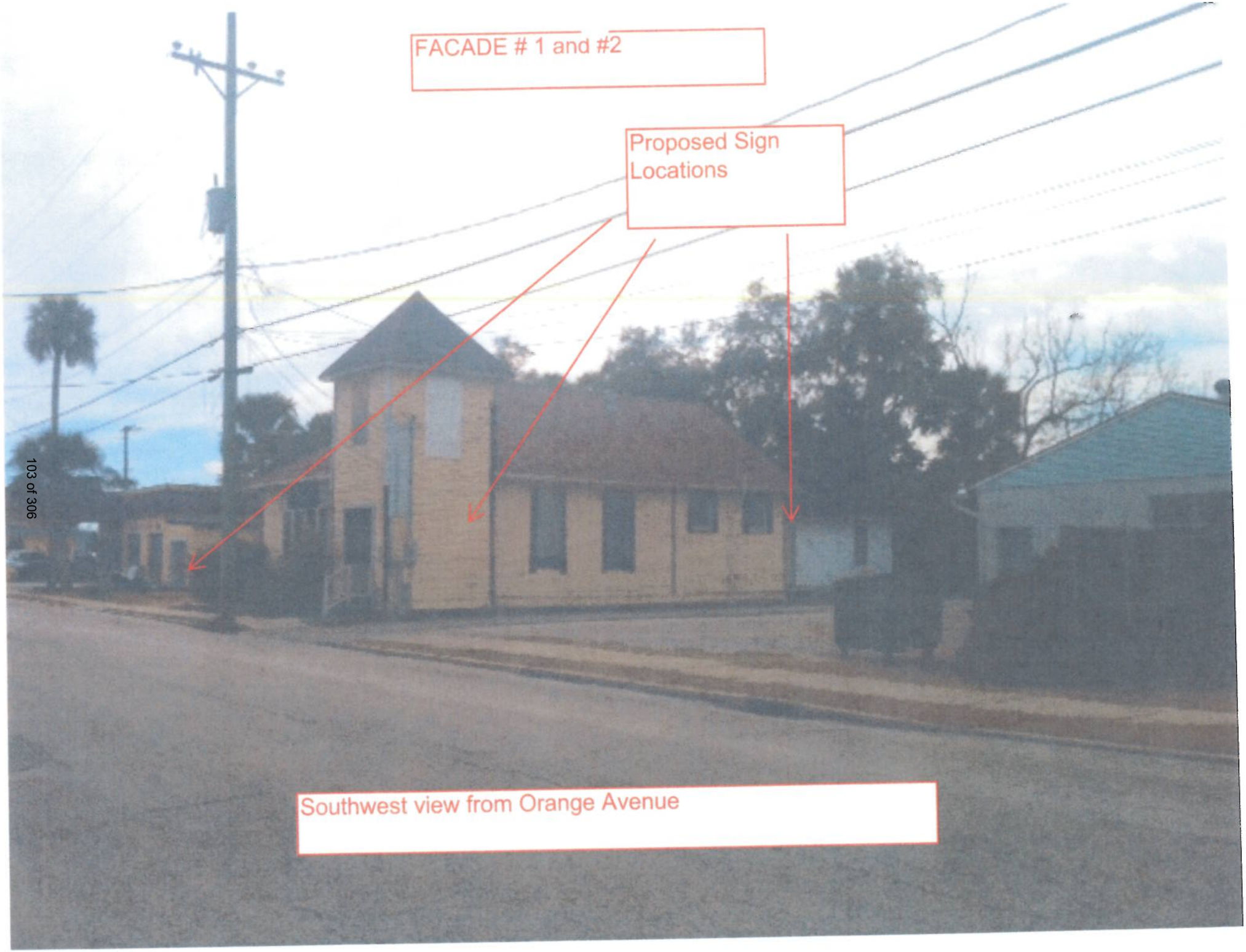
3. Do you have any comments regarding the plan layout and the proposed improvements?

Your feedback is greatly appreciated.

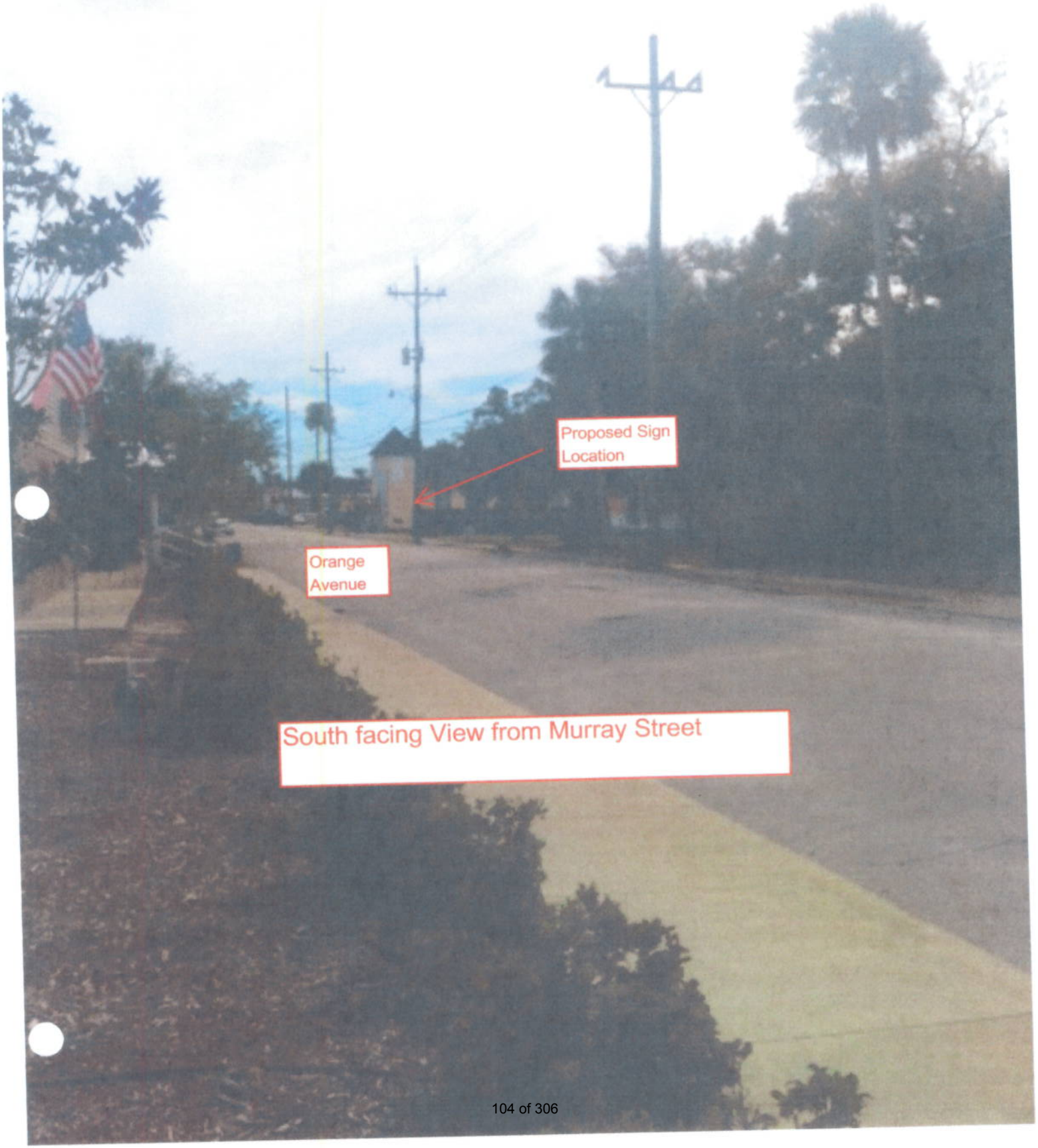
Thanks,
Marla

*Marla Nance*

**MTN Resources**
203 Canal Street
New Smyrna Beach, FL 32189
407-616-6890
866-268-9253 Fax
mnance@mtnresources.com

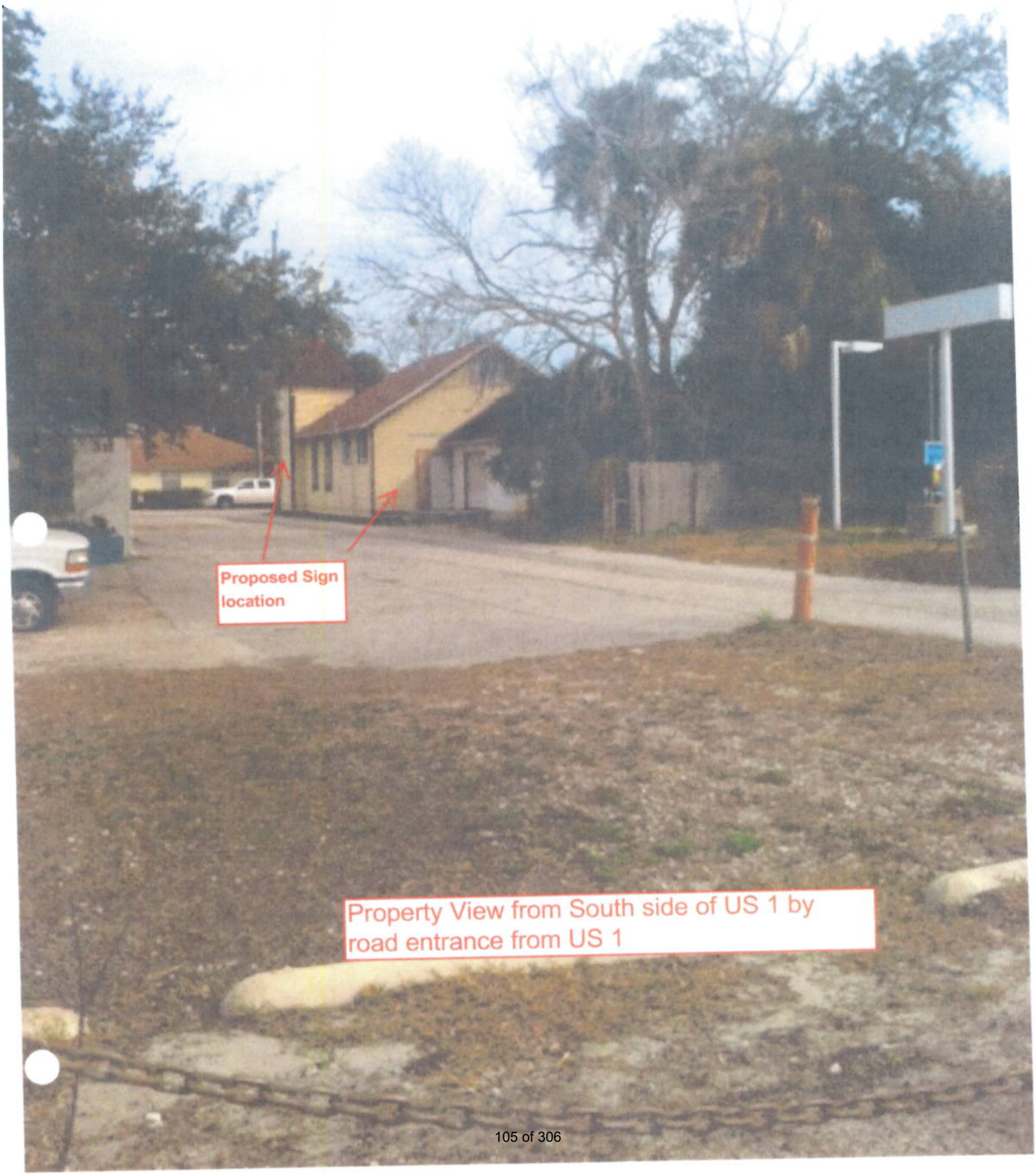

FACADE # 1 and #2
Proposed Sign Locations
Southwest view from Orange Avenue

FACADE #1 and #2




South facing View from Murray Street

FACADE #2


Proposed Sign location
Property View from South side of US 1 by road entrance from US 1

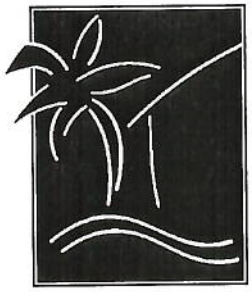
FACADE #2
Proposed Sign Location
Access from US1
East Facing View from US 1

FACADE #3
Proposed
Sign Location
Orange Avenue
Northwest view from Washington Street

# CITY OF NEW SMYRNA BEACH

# COMMUNITY REDEVELOPMENT AGENCY

# COMBINED GRANT PROGRAM FOR A. COMMERCIAL EXTERIOR/INTERIOR RENOVATION, NEW CONSTRUCTION AND IMPACT/PERMIT FEE ASSISTANCE ($20,000) AND B. SIGNIFICANT FACADES (60,000)



# GUIDELINES AND APPLICATION

Further information and assistance may be obtained by contacting:

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

## Introduction

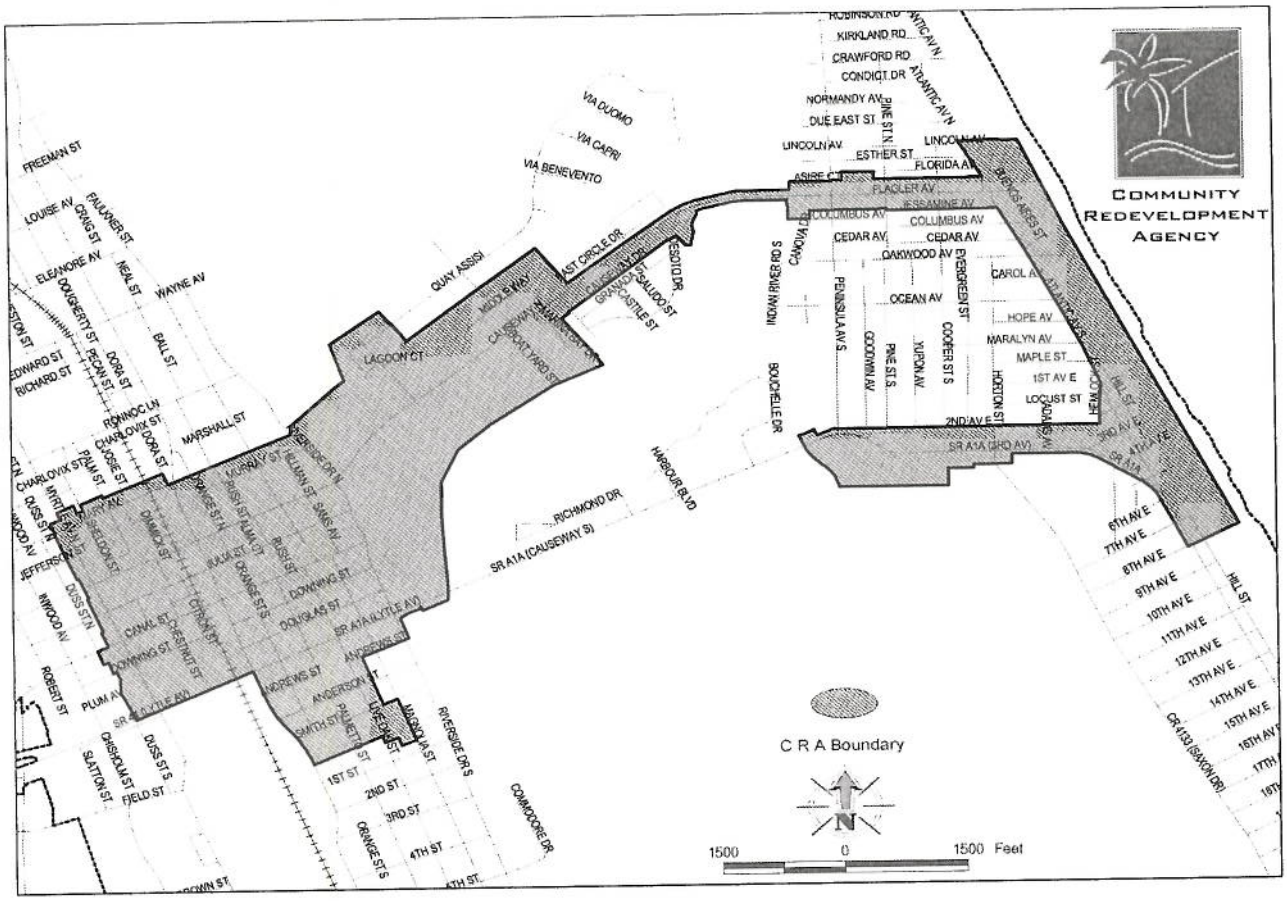
The New Smyrna Beach Community Redevelopment Agency (CRA) has a number of grant programs and incentives available for the purpose of eliminating blight, encouraging growth of the tax base, and maintaining a quality image and consistent unique character of the area.

The purpose of the Combined Grant Program for Exterior/Interior Renovation, New Construction, and Impact Permit Fees and Significant Façades is to provide funds on a matching basis, according to grant requirements. The CRA will review and consider each application as measured by the goals, priorities, and objectives of the CRA Master Plan Update, Florida Statutes Chapter 163, and the adopted Design Guidelines. Design Guidelines for each business area within the CRA District are available at the CRA office or at www.cityofnsb.com. **Applications must be approved by the CRA prior to any work, for which reimbursement is sought, beginning.**

Qualifying applications for this grant program are being considered for approval during the monthly CRA meetings, typically held the first Wednesday of each month. Applications must be submitted to CRA staff at least three (3) weeks prior to the meeting date at which the application will be considered.

## Program Area

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



## Program Objectives

This Grant Program is designed to achieve specific redevelopment objectives within the CRA District, such as:

- Stimulating reinvestment within the District by creating an atmosphere which will enhance new business growth, development and job opportunities.
- Maintaining a quality image and consistent unique character and/or historic integrity of each of the designated areas.
- Creating pride and confidence in the CRA District by improving visual quality.
- Creating vital areas within the community for business and leisure enjoyment by providing a safe and attractive environment.

## GENERAL REQUIREMENTS

**Application Review:** The CRA will, in their sole discretion, determine if an application is a worthy, viable, and deserving use of CRA funds in meeting the goals and objectives of the CRA Master Plan Update and Florida Statutes Chapter 163.

**Eligible Applicants**: Applicant eligibility depends on the proposed use of funds, as follows:

- Exterior Improvements: Property owner or tenants with property owner consent.
- Interior Improvements: Property owner or tenants with property owner consent.
- Impact Fees and Permit Fees: Property owner or tenants with property owner consent.

Not-for-profit organizations can apply for a grant as long as the parcel is contributing real property taxes to the district. (Documentation can be obtained at www.volusia.org (Property Appraiser/Parcel Record Search)

**Grant Funding Amount Available**: The maximum amount of funding to be awarded is up to $20,000 total per grant. (Exceptions apply for significant facades explained under Section B).

- Per interior space: Interior spaces are eligible to receive a grant each time a new business moves in.

- For exterior areas: Exterior areas are eligible to receive a grant each time a new business moves in.

- For impact fees and permit fees, up to $20,000.

**Match Requirement**: This program requires a 50/50 match. For example, if a project is approved with eligible costs of $40,000, at the conclusion of the project following a satisfactory inspection, the grantee will be reimbursed $20,000.

**Eligible Expenses:** This program provides funds for commercial building exterior and interior improvements, new construction, and impact/permit fees, as described herein.

## Coordination with other CRA grant programs and multiple awards:

- Opportunity Sites: a property owner may receive grants under this $20,000 program for the renovation of tenant spaces after receiving a grant under the Opportunity Site program.
  - ➢ Different businesses at different times may receive funds under this program for the same interior space.

- Large Grant Program: The $20,000 grant program may not be combined with the Large ($50,000) Grant program.

**Reimbursement requirement:** The payment of grant funds can only be made for eligible expenses as approved by the CRA in the grant application, on a reimbursement basis. At the conclusion of the project CRA staff will inspect the project to insure that all work was properly completed as called for in the project application. The grant recipient shall also submit documents to verify that all expenses have been properly paid. When these requirements have been satisfied, the grant recipient will receive reimbursement.

**Licenses/Permits:** All design professionals and contractors must be properly licensed. The property owner must obtain any permits needed for the project prior to starting work.

**Compliance with design guidelines:** All projects must comply with any design guidelines for the area in which the project is located. There are design guidelines for buildings in the Canal Street, Flagler Avenue, North Causeway and Third Avenue areas.

**Cost Estimates**: There must be **two (2) cost estimates/quotes** provided by the applicant from licensed contractors, on the contractor's company letterhead that includes the contractor's license number, for project work. If only one quote can be obtained, the applicant must provide a good reason why the second quote could not be obtained. CRA staff will examine a work quote to determine if it is reasonable.

**Verification:** Each CRA grant applicant authorizes CRA staff to contact anyone to verify information provided regarding any aspect of the project including but not limited to quotes.

**Fixtures**: Fixtures must become a permanent part of the structure and cannot be removed from the premises.

**Personal Property**: Grant funds may not be used for the purchase of personal property.

**On-site meeting**: The applicant is required to attend an on-site meeting at the property for which the grant is sought with CRA staff and pertinent City staff as part of the application process.

**Quality of Work**: All work must be performed in a professional and workman-like manner. Upon completion, all work must pass applicable Federal, State, and local inspections. The CRA reserves the right to withhold reimbursement payments should the final inspection reveal that the work performed was not completed in a professional, workman-like manner and per the approved permit(s) and grant application.

**Prohibition against delinquencies:** Neither the applicant nor the property owner may be delinquent to the City or County for any properties, including but not limited to ad valorem taxes, special assessments, etc.

**Property must be in compliance with City Regulations**: Property subject to grant awards must be in compliance with all City codes, including but not limited to code enforcement and zoning.

**Project Re-evaluation**: The applicant shall agree to meet with CRA staff at staff's request to resolve unforeseen circumstances that may arise in the administration of the application or grant. Likewise, CRA staff will meet with applicants and grant recipients upon request.

**Valid Business Operation for a minimum of three years:** If a business owner/tenant is the grant recipient, the business must maintain a valid business operation at the subject location for a minimum of three (3) years from the receipt of CRA assistance. If the business fails to maintain a valid business operation within three (3) years from the receipt of CRA assistance, the CRA reserves the right to invoice the business owner or applicant as required, to reclaim the total amount of CRA funds granted for the subject project.

## Approval Guidelines and Criteria

Only one Grant per building per parcel, even if multiple structures on parcel. This does not preclude the owner of parcel to apply for a grant; a business is defined per occupational license.

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

**Eligible exterior expenditures include:**

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

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

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

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

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

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

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

**Design Assistance:** Professional design services related to structural renovation, new construction, signage and landscaping. (Reimbursable up to 10% of the total construction cost). Applicant may choose to obtain professional design assistance prior to CRA approval.

PLEASE NOTE: Professional design assistance is not required for CRA grant approval and the CRA is not responsible for any costs incurred by the applicant for these services, should the application be denied by the CRA or withdrawn by the applicant.

**Impact Fees and Permit Fees:** Including any impact fees or permit fees that are required by City Code as described herein.

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**Interior:** The interior grant is intended to give financial assistance to applicants to perform general construction improvements or purchase certain fixtures[1] to comply with current city, county and state codes to occupy or expand the building. Funding preference is given to businesses with hours that extend beyond 6:00 pm on weekdays and are open on weekends.

***Florida Building and National Electric Code related items include, but are not limited to:**

- Floor repairs and upgrades
- Installation of Heating unit (A/C not eligible)
- Hot water heater
- Bathroom repairs and upgrades
- Exhaust hood
- Commercial Sinks
- Grease trap
- Electrical upgrades
- Wall/Ceiling repairs and upgrades
- Fire sprinkler system

*This list of items is a reference only and can be adjusted during the on-site meeting with the Chief Building Official and Fire Marshal. Certain items, like refrigerators or ice makers, while required by code, are not eligible items for reimbursement under this grant program. **The CRA, at their discretion, reserves the right to reject any item(s) they do not deem eligible.**

[1]Fixtures are a permanent part of the structure and cannot be removed from premises if vacated by business.

The applicant is required to attend an on-site meeting at the property for which the grant is sought with CRA staff and pertinent City Staff as part of the application process. Applicant is responsible for providing access to the interior of the building.

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## B. Significant Facades Grant

A significant façade is an exterior wall that:

- is substantially visible to the public, either walking or driving

- faces a street or parking lot with a public building entrance on that side of the building.
- Other considerations to be determined by the CRA.

The amount available for significant façade improvements is determined by a dollar amount set per square foot of façade. In addition, a building may have more than one façade that is eligible for grant funding. The dollar amount available per square foot of the significant façade area is $18, with a cap of no more than $60,000 available per significant façade.

Example: The dimensions of the north side of a building are 163 feet (horizontal dimension) by 20 feet (vertical dimension), for a total of 3,260 square feet. With grant funding available at $18 per square foot of façade area, there would be a maximum amount of $58,680 available in grant funds for a façade improvement to the north side of this building. The north side qualifies as a significant façade since it faces a parking lot and has public building entrances on that side of the building. This amount falls below the cap amount of $60,000. Note that in order to be considered for a grant award at that amount, the building owner would have to have a project budget with $117,360 of eligible expenses, and meet the CRA Design Guidelines for the area.

**City Commission Approval:** If the grant amount exceeds $25,000, the application must be approved by both the CRA and the City Commission.

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## Ineligible Expenditures

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

## Application Procedures

I. Applications under this Grant Program (Section A and B) are considered for approval by the CRA at their monthly meeting, which is typically held on the first Wednesday of each month. **No work for which reimbursement is sought may begin prior to grant approval by the CRA.**

II. Applicants seeking funding for commercial property improvements on structures located within the CRA District shall submit a completed application to **CRA staff three (3) weeks prior to the CRA meeting**. Applicants must follow the adopted Grant Application process, including the mandatory pre-application conference and on-site visit in order to be considered for a Grant Award.

III. Completed Applications shall include the following (summary only, please refer to program guidelines for specificity:

1. Written consent from the Property Owner (if the business owner/tenant is the applicant.)
2. A detailed summary of the scope of work to be performed.
3. Two (2) written cost estimates broken down into scope of work line items.
4. Written Permit/Impact Fees Estimates from appropriate Departments
5. Color photographs clearly showing existing conditions of the property to be improved. If applicable, historic photographs and/or photos of existing parking area should be included.
6. Conceptual plans and specifications detailing the scope of work that will be required at the time of application. (Applicants may choose to obtain professional design assistance prior to CRA approval at their own risk).
7. Samples of all paint and material colors as well as awning materials to be used on the building and signage.
8. Applicant shall provide documentation from Planning Department and Building Department staff that the proposed project appears to meet permit requirements (available after pre-application meeting)
9. Proof of ad valorem taxes (Not-for-Profits Only)
10. Square Footage for each eligible façade.

IV. CRA staff shall review all applications to determine if they meet the criteria for approval and are in compliance with the CRA Design Guidelines. An applicant whose submission is incomplete shall be so informed by CRA staff.

V. The approved project must comply with the requirements of the City Code, and applicant must obtain all necessary permits. Projects receiving funding must begin work within 90 days from receipt of Grant approval notification and must be completed within 1 year, unless a written request for time extension has been approved by the CRA.

VI. Applicants shall be notified in writing of all approvals, approvals with conditions, or denials within one week of the monthly CRA meeting. Applicants are encouraged to attend these meetings.

VII. Upon CRA grant approval, applicant is required to place signage recognizing the project funding partners in a location at the subject property that is viewable to the general public. This signage is being furnished by the CRA and must be put up prior to project commencement and remain in place for thirty (30) days after final inspection of the completed project. Applicant agrees to return said signage to the CRA office.

VIII. Any and all unforeseen changes in the scope of work that may arise during the renovation process must be approved prior to any of that work being initiated or completed.

IX. The applicant shall incur all project costs and may receive reimbursement only after all improvements have been completed in accordance with the Grant Approval. At the conclusion of the project the applicant shall submit paid receipts for individual project tasks that have been completed and inspected.

X. By applying for this grant and signing the application, the applicant and property owner agree:

a. not to alter the project, modify or remove the improvements made in accordance with the agreement for a period of three (3) years without CRA approval.

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

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

XI. Costs not included in either the approved scope of work or an approved Change Order shall not be considered for reimbursement.

XII. Required documentation for reimbursement of project costs must include:

1. Copies of cancelled checks, certified checks or money orders
2. Detailed invoices and paid receipts initialed or signed by contractor(s).
3. Name, address, telephone number of contractor(s) and design professional(s)
4. List of Permit Number(s) pulled for the project

XIII. Project costs reimbursement shall be made upon total completion of the project, presentation of documented costs and final inspection of the project by CRA and Building Department staff to ensure the work was performed in a professional and workman-like manner, and in accordance with the specifications of the Grant Approval and the Design Guidelines. CRA staff will further verify that all permits have been inspected and signed off by the City's Building inspectors.

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**Impact Fees and Permit Fees:** Impact fees of any type, including City, County, Utilities Commission, and any permit fees required by City Code, are eligible expenses.

## Program Requirements

1. The applicant needs to submit an Impact Fee and/or Permit Fee estimate from the appropriate Departments in written form to CRA staff.

2. Upon CRA approval, applicant may choose to:

a. pay for the impact fees and permit fees and submit proof of payment, with initials and printed name of the Department staff member handling the transaction, to CRA staff for reimbursement.

b. have CRA staff pay the impact fees and permit fees directly to the Department on the applicants behalf. **Please note that this option might delay the project start date.**

**THERE IS NO OBLIGATION ON THE PART OF THE CRA TO AWARD A GRANT TO AN APPLICANT WHO MEETS THE GUIDELINES. A COMPLETED APPLICATION ONLY PROVIDES THE OPPORTUNITY TO BE CONSIDERED.**

# CRA AGENDA ITEM SUMMARY

**Staff Member Making Request** Tony Otte

**Meeting Date:** February 1, 2012

**Action Item Title:** Combined Rental Assistance Program

**Agenda Section:** Consent_____ Public Hearing_____ Special Items___x__

**Summary Explanation and Background**

At the Joint meeting of the CRA and City Commission held on January 18, staff was directed to prepare a rental assistance program that contained the current program for small independent businesses as well as a new program for cultural arts consortiums that "The Hub" project could apply for. A copy of this program is attached.

**Recommended Action/Motion:**
Approval

**Funding Analysis:** Budgeted___x_____ If not budgeted, recommend funding account: .Funding could come from a re-allocation of funds in the Development Assistance and Incentives line item, 12051502 583001. Other than funding for Opportunity Sites, this line item contains funds for Large Grants ($200,000) and the current rental assistance program ($25,000).

**Exhibits Attached:**

1. Rental Assistance Program: Small Independent Retail Businesses and Non-Profit Cultural Arts Business Consortiums

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

**Commission Action**

# CITY OF NEW SMYRNA BEACH

# COMMUNITY REDEVELOPMENT AGENCY

## Rental Assistance Program: Small Independent Retail Businesses and Non-Profit Cultural Arts Business Consortiums

# GUIDELINES AND APPLICATION

Further information and assistance may be obtained by contacting:

**The CRA office**
**Phone: 386-424-2266**
**DRAFT AS OF JANUARY 26, 6:35 PM**

DRAFT

## Introduction

The New Smyrna Beach Community Redevelopment Agency (CRA) has a number of grant programs and incentives available for the purpose of eliminating blight, encouraging growth of the tax base, and maintaining a quality image and consistent unique character of the area.

The purpose of the Rental Assistance Program is to provide an incentive for the leasing of a commercial space that has been vacant for over one year. The incentive is provided to two types of entities:

1. Retail businesses that are deemed to be an "independent" and have received a discounted rent as part of a proposed lease agreement. These businesses may receive a grant up to $6,000 for the payment of a portion of the lease payment, not to exceed 18 months; and
2. A non-profit business consortium, formed for the purpose of offering individual artists leased spaces.

~~for Cultural Arts Business Centers Program is to provide funds on a matching basis, according to grant requirements, to legally registered non-profit groups to incentivize specific artistic activities that will "bring feet to the street" and assist in maintaining the City's image as one of the best small art towns in America, as well as fill commercial spaces on Canal Street (East of Myrtle) or Flagler Ave that have been vacant for over one year.~~

The CRA will review and consider each application as measured by the goals, priorities, and objectives of the CRA Master Plan Update, and Florida Statutes Chapter 163.**Applications must be approved by the CRA for Small Independent Retail Businesses as described below for number 1 listed above; and by the CRA and City Commission for Non-Profit Cultural Arts Business Consortiums as described below for number 2 listed above.**

Qualifying applications for this grant program are being considered for approval during the monthly CRA meetings, typically held the first Wednesday of each month. Applications must be submitted to CRA staff or substantive discussions must be on-going for at least three (3) weeks prior to the meeting date at which the application will be considered.

## Program Area

The Grant Program is available to applicants who wish to lease a commercial space as described herein that is located in the CRA that has been vacant for at least one year.

## Program Objectives

This Grant Program is designed to achieve specific redevelopment objectives within the CRA District, such as:

- Stimulating reinvestment within the District by creating an atmosphere which will enhance new business growth, development and job opportunities.
- Filling vacant commercial spaces;

- Enhancing the arts community in New Smyrna Beach, which is one of the City's distinguishing features.
- Bringing customers to commercial areas within the CRA to patronize nearby businesses.

## General Requirements

**Application Review:** The CRA will, in their sole discretion, determine if an application is a worthy, viable, and deserving use of CRA funds in meeting the goals and objectives of the CRA Master Plan Update and Florida Statutes Chapter 163.

**Eligible Applicants**: Program 1 above:

- Businesses deemed to be small, retail and independent, that do not duplicate existing business types. A small, independent business is likely to have the following characteristics:
  - A company that is not publicly traded;
  - A company that provides goods and/or services from a fixed location for direct consumption by the purchaser
- The business must have been in operation for at least three years in another location outside the CRA and moving to a new location within the CRA; or opening an additional location within the CRA. Star-up businesses are not eligible for this program.
- Businesses must employ a minimum of two (2) full-time equivalent W-2 employees whose wages are reported to the State and Federal government; a position occupied by the business owner may county toward the required job position. Businesses that do not report an employee's wages are not eligible.
- Businesses must be properly licensed by the City of New Smyrna Beach.

Program 2 above:

- Legally, properly registered Not-for-profit organizations, whose applications comply with program requirements.

**Grant Funding Amount Available**: Retail Independent Business applicants: The Maximum amount of funding to be awarded is $6,000 per applicant; For Non-Profit Cultural Arts Business Consortium applicants, the maximum amount of funding to be awarded is up to $50,000 total per grant.

**Term:** Each grant is for a ~~an initial~~ one year period. Non-Profit Cultural Arts Business Consortium grantees are eligible for two additional one year grants on a sliding scale to be determined by the CRA and City Commission provided that the project meets the program measures herein. The award of an initial grant in no way guarantees that future awards will be made.

**Match Requirement**: For Small Retail Independent Business applicants, there is no match other than the remaining portion of the lease payment. For Non-Profit Cultural Arts Business Consortium grantees, there is a ~~This program requires a~~ 50/50 match. In order to provide evidence of financial capability, the applicant shall have encumbered half of the 50% match in cash at the time of application. For example, if a project is approved for $50,000, the applicant must have $25,000 in cash and encumbered at the time of grant award to comply with the match requirement.

**Eligible Expenses:** This program provides funds for the payment of a lease for a commercial space as described herein.

## Coordination with other CRA grant programs and multiple awards:

A leased space granted CRA funds under ~~the The Rental Assistance for Cultural Arts Business Centers Program may not receive other CRA grants during the term of the lease.~~ this program may be eligible for other CRA grants. For the Non-Profit Cultural Arts Program, neither the applicant nor the individual artists may be eligible for additional grants.

## Application Procedures and Requirements

1. The applicant must submit complete information numbered to be responsive to program requirements. This information is the project "application" and includes attachments submitted by the applicant.
2. The property owner may not be affiliated with the applicant. Affiliation is to be determined by the CRA and City Commission.
3. City Commission Approval: If the grant amount exceeds $25,000, the application must be approved by both the CRA and the City Commission.
4. Exhibits to the application to be provided by the applicant shall include:
    a. A statement from the property owner certifying that the space that is the subject of the grant application has or had been vacant for at least one year, that the space is (or was) available for lease, and if not yet leased to the applicant, the property owner's intent to lease the property to the applicant for the intended use and price.. Documentation of property ownership (property record card from the property appraiser's office, etc) must be provided.
    b. A copy of the lease proposed to be executed for the project; or a copy of an executed lease that has been executed no earlier than 60 days prior to grant approval. An executed lease in no way guarantees grant approval. If a lease has been executed, the applicant shall also provide an executed statement that but for the award of the CRA grant, the project could not move forward. For second and third year applications, the 60 day requirement shall be waived if a multi-year lease is already in place.
    c. The applicant shall submit a statement of rent reasonableness to verify that the rent amount included in the lease is reasonable when compared to similar properties in the area as well as the history of rent amounts for the space.
    d. A copy of the incorporation papers or other evidence of business ownership or non-profit licensure deemed appropriate by the CRA for the applicant.
    e. A floor plan of the commercial space to be leased. For Non-Profit Cultural Arts Business Consortium applicants, must also indicating the number of individual artist spaces to be leased.
    f. A copy of a business plan for the project including:
        i. a one year project budget
        ii. a 5 year project budget
        iii. a cash flow statement
        iv. For the Non-Profit Cultural Arts Business Consortium applicants, a list of artist sub-leasees, including the type of art, the amount of their cash reservations received, and the amount of their annual lease payments

v. a list of all sources of funds and amounts received to date. Donations may be noted cumulatively; a list of individual donors and amounts is not required.
vi. the timeline for the project, with detailed projections as to the execution of the lease, making the space ready for occupancy, move in, the opening.
vii. the marketing plan for the project, including the target customer market, the methods to be used to engage the target audience, the marketing timeline, the marketing budget and the source and availability of funding, and acknowledgement of the requirement to fully cooperate with the on-going marketing efforts for the NSB Waterfront Loop.

g. For Non-Profit Cultural Arts Business Consortium applicants, the applicant shall submit verification that at least 75% of the artist spaces have been encumbered through reservations from artists with a signed letter of intent and/ or evidence of the reservation amount from each artist. Each letter of intent must indicate the name of the artist, their city of residence, the type of art they will be selling in the leased space, as well as the types of art endeavors that are permitted, and the timing and amount of lease payments, and the eviction procedures.
h. For Non-Profit Cultural Arts Business Consortium applicants, verification from a bank that the applicant has the cash in its account to provide the matching amount for the grant.
i. For Non-Profit Cultural Arts Business Consortium applicants, a copy of the lease agreement to be used in sub-leasing spaces for the project. This lease agreement shall include what types of art endeavors are permitted, the timing and amount of lease payments, and eviction procedures.
j. Photographs of the building, both exterior and the interior space to be leased.
k. A brief history of the building, including uses for the past 20 years.
l. A description of where customers will park.
m. A statement from the Planning Director that the site complies with all city land use requirements for the intended use.
n. A statement from the Building Official that the building and site complies with all city building code requirements for the intended use.
o. A description of any improvements to the building or the site that are needed to implement the project, the cost of those improvements, the source of funding, and funding availability. The description shall include paint colors, carpet samples, etc.
p. A description of signage for the facility and that the signage has been deemed approvable by the City Planning Director and Building Official.

5. Applicants shall permit a representative of the Daytona State College Small Business Development Center to review the Business Plan and give an opinion as to the likelihood of success.

6. For Non-Profit Cultural Arts Business Consortium applications, applicants shall include specific performance measures in each application that they will report on for each month by the 10th day of the following month. This performance data shall at a minimum include:
   a. The number of customers or students attending the facility each day.
   b. A sampling each month of where the customers or students are coming from, how they heard of the facility, if they have or plan to visit other locations nearby.

c. The number of spaces leased out, the names of the artists, and the type of art they are selling. This information will be measured against the standard of having at least 75% of the spaces leased at all times.

7. Applications under this Grant Program are considered for approval by the CRA at their monthly meeting, which is typically held on the first Wednesday of each month. The application shall include "Deal Points" for the contract to be negotiated with CRA staff and the CRA may provide authorization for the Chairman to sign the contract. For grant amounts less than $25,000, the application and contract must be approved by the CRA and City Commission.

8. Potential applicants shall meet with CRA and City staff in a mandatory pre-application conference and on-site visit prior to submission of the application. Applicant is responsible for providing access to the interior of the building.

9. CRA staff shall review all applications to determine if they meet the program requirements. An applicant whose submission is incomplete shall be so informed by CRA staff.

10. The approved project must comply with the requirements of the City Code, and applicant must obtain all necessary permits.

11. Applicants shall attend all City meetings in which their project is scheduled for discussion and be prepared to answer detailed questions concerning the project.

12. Upon CRA grant approval, applicant is required to place signage recognizing the project funding partners in a location at the subject property that is viewable to the general public. This signage is being furnished by the CRA and must be put up prior to project commencement and remain in place for thirty (30) days after final inspection of the completed project. Applicant agrees to return said signage to the CRA office.

13. Funding under this program shall be provided on a monthly basis as follows: the grantee shall bring a check made out to the property owner or property owner's assignee for their share of the lease payment in a timely manner to the CRA office, and upon inspection will be given the check for the CRA portion of the upcoming monthly lease payment. The grantee shall then provide a receipt from the property owner or the property owner's assignee stating that the lease has been paid in full to a date specified.

14. By applying for this grant and accepting the grant award, the applicant agrees not to alter the project without CRA approval.

15. Failure to comply with any of the grant requirements my subject the applicant to having the lease payments stopped and the applicant having to repay the grant. Such actions would not be unreasonably taken or without appropriate time for the grantee to cure the compliance failure.

16. Neither the applicant nor the property owner may be delinquent to the City or County for any properties, including but not limited to ad valorum taxes, special assessments, etc.

17. Property subject to grant awards must be in compliance with all City codes, including but not limited to code enforcement and zoning, and shall be maintain compliance during the grant period.

18. The applicant shall agree to meet with CRA staff at staff's request to resolve unforeseen circumstances that may arise in the administration of the application or grant. Likewise, CRA staff will meet with applicants and grant recipients upon request.

19. Each CRA grant applicant authorizes CRA staff to contact anyone to verify information provided regarding any aspect of the project.

20. The grant recipient shall submit upon request documents to verify that all project expenses (both grant related and other expenses) have been properly paid.

21. For any improvements to the property, all work must be done in compliance with applicable laws and regulations. The property owner must obtain any permits needed for the project prior to starting work. Any exterior work must comply with the appropriate design guidelines. There are design guidelines for buildings in the Canal Street, and Flagler Avenue areas.

**THERE IS NO OBLIGATION ON THE PART OF THE CRA TO AWARD A GRANT TO AN APPLICANT WHO MEETS THE GUIDELINES. A COMPLETED APPLICATION ONLY PROVIDES THE OPPORTUNITY TO BE CONSIDERED.**

# NEW BUSINESS

# CRA AGENDA ITEM SUMMARY

**Staff Member Making Request:** Claudia Soulie

**Meeting Date:** February 1, 2012

**Action Item Title:** Small-Scale Grant Application: 219 N. Dixie Freeway – Stuart's Car Care Center

**Agenda Section:** Consent_____ Public Hearing_____ Special Items___x__

**Summary Explanation and Background**

The applicant is proposing to replace their entire fence which has several dilapidated areas. This fence has been in place since the 1980's. The contractor is a local business from New Smyrna Beach and the total cost of the project is estimated at $5,290.00.

The application has received the necessary points to qualify for consideration and staff recommends approval in the grant amount of $2,500 contingent that permits are obtained.

The applicant has been made aware that any funds awarded through this grant will be deducted from any future grant requests.

**Recommended Action/Motion:**

Approve the application in the no-match funding amount of $2,500.

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

Account number 120.51502.583001, which currently has a balance of $179,333.65.

**Exhibits Attached:**

1. Package submitted by the applicant
2. Score Sheet

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

**Commission Action**

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

## APPLICATION FORM

## SMALL-SCALE IMPROVEMENTS GRANT PROGRAM

(Exterior Improvements – Property owners only)

APPLICANT NAME: Stuarts Car Care Center (Stuart & LuAnn Winkler)

PROPERTY ADDRESS: 219 N. Dixie Frwy. New Smyrna Beach

TELEPHONE: 427-7881 (DAY) 386-451-0124 (EVENING)

EMAIL ADDRESS: KeyWinK@Yahoo.com

**TYPE OF IMPROVEMENT PLANNED:**

Exterior ✓ Painting _____ Landscape ✓ Electrical _____

Signage _____ Awning _____ Parking Area _____ Other Fence

**PROJECT PROPOSAL ON IMPROVEMENTS**

**All Small-Scale Improvements Grant Applications must be approved by the CRA prior to work commencing. The following information must be included with the application.**

1. Application signed by the applicant, who is the property owner.
2. A detailed summary of the scope of work to be performed.
3. A cost estimate from a local contractor broken down into scope of work line items (costs subject to verification)
4. Color photographs clearly showing existing conditions of the property to be improved.
5. Conceptual plans detailing the scope of work that will be required at the time of application.
6. Samples of all paint and material colors as well as awning materials to be used on the building and signage.
7. Applicant shall provide documentation from Planning Department and Building Department staff that the proposed project appears to meet permit requirements (available after pre-application meeting)

ESTIMATED **TOTAL** COST OF PROPOSED IMPROVEMENTS: $ 5290.00

ESTIMATED AMOUNT OF **GRANT ASSISTANCE REQUESTED:** $ 2500.00

ESTIMATED START DATE: Feb. 10, 2012

ESTIMATED COMPLETION DATE: Feb. 17, 2012.

**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. To use local contractors and materials from local suppliers to the greatest extent possible and that I may perform work as allowed by applicable codes, but **will not be** compensated for my time.

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

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

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

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

   D. All City Permits (if applicable) have been **inspected/finalized** by Building staff

4. Funding received under this grant program will be deducted from any future grant applications I may submit to the CRA

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

I ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE DESIGN GUIDELINES (if applicable), THE SMALL-SCALE IMPROVEMENT GRANT PROGRAM GUIDELINES AND THE GRANT AGREEMENT.

Stuart Winkler — LiAnn Winkler

Applicant Signature

Stuart Winkler — LiAnn Winkler

Print Name

1-26-12 — 1-26-12.

Date

# Property Improvement Grants
# Funding Evaluation

Property Address: 219 N. Dixie Freeway – Shasta's Car Care (Cr)

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

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

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

Circle a Score
for each category

**Compliance with Guidelines:**

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

**Location:**

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

**Overall Impact / 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

**JIM DUTTON**
**Licensed/Insured**
651 Middlebury Loop
New Smyrna Beach, FL 32168

# JIM'S HAULING ~ FENCING & LANDCLEARING SERVICES

**CELL: 689-0429**
**Fax: 402-4918**

VISA MasterCard DISCOVER

DATE 1-24-2012

PROPOSAL TO STUART'S CAR CARE CENTER INC

SOURCE OF LEAD STUART

ADDRESS 219 North Dixie Freeway ZONE

TELEPHONE NUMBER 427-7881

LOCATION New Smyrna Beach Fl 32168

JOB LOG NO. 2012

SPECIFICATIONS **All work will be performed in a workmanlike manner and in accordance**

Total Height 6
Post Spaced 8' Less
Style Fence WOOD
Guage ☐ 9 ☐ 11
Knuckled ☐
Safeguard ☐

TERMS
Cash Upon Completion ☐

**Check Caption Preferred**

| | | |
|---|---|---|
| Top Rail | ☐ 1⅜" | O.D. |
| Line Post | ☐ 1⅝" | O.D. |
| End Post | ☐ 2½" | O.D. |
| Corner Post | ☐ 2½" | O.D. |
| Walk Gate Post | ☐ 2½" | O.D. |
| Drive Gate Posts | ☐ 2½" | O.D. |
| Gate Frames | ☐ 1⅜" | O.D. |

KEY
Fence to be erected
Tie ons (Get Permission) X
Terminal Post O
Existing Fence XXXXX
Walk Gate
Double Gate
Clothes post location must be shown on plan
Indicate if sides are shared.

**Additional Specifications**

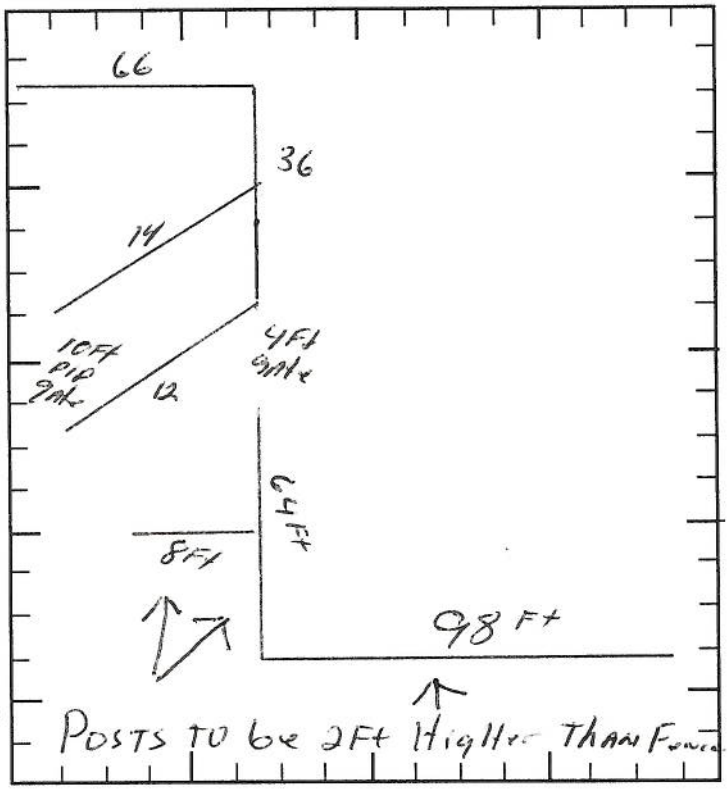
| | |
|---|---|
| Top Rail | O.D. |
| Line Post | O.D. |
| End Post | O.D. |
| Corner Post | O.D. |
| Walk Gate Post | O.D. |
| Drive Gate Posts | O.D. |
| Gate Frames | O.D. |

WOOD FENCE: ☐ Board on Board ☐ Shadow Box ☐ Stockade ☐ Picket Fence ☐ Other
☐ Panels ☐ Stick-Built
GATE ORNAMENTS: ☐ Dogs ☐ Scrolls

☐ ALUMINUM ☐ VINYL ☐ CHAIN LINK ☐ SPECIAL

| | | | | |
|---|---|---|---|---|
| 298 | 6Ft High Shadow Box | | | |
| | Ht. Complete Fence With-Without Top Rails | | | |
| | Ht. Complete Fence With-Without Top Rails | | | |
| | In. O.D. Terminal Posts | | | |
| | In. O.D. Terminal Posts | | | |
| 1 | 4 Ft. Wide Single Swing Walk Gates | | | |
| 1 | 10 Ft. Wide Double Swing Walk Gates | | | |
| | Clothes Poles | | | |
| | Tie On | | | |
| ✓ | Hauling Remove Old Fencing | | | |
| ✓ | Set Posts in Concrete | | | |
| 3 | Gate Posts 6x6x8 4x6x10 | | | |
| ✓ | Pull Permits | | 309 | 00 |

☐ Top Rail of Fence to Follow Ground
☐ Be Level with Lowest Grade ☐ Be Level with Highest Grade

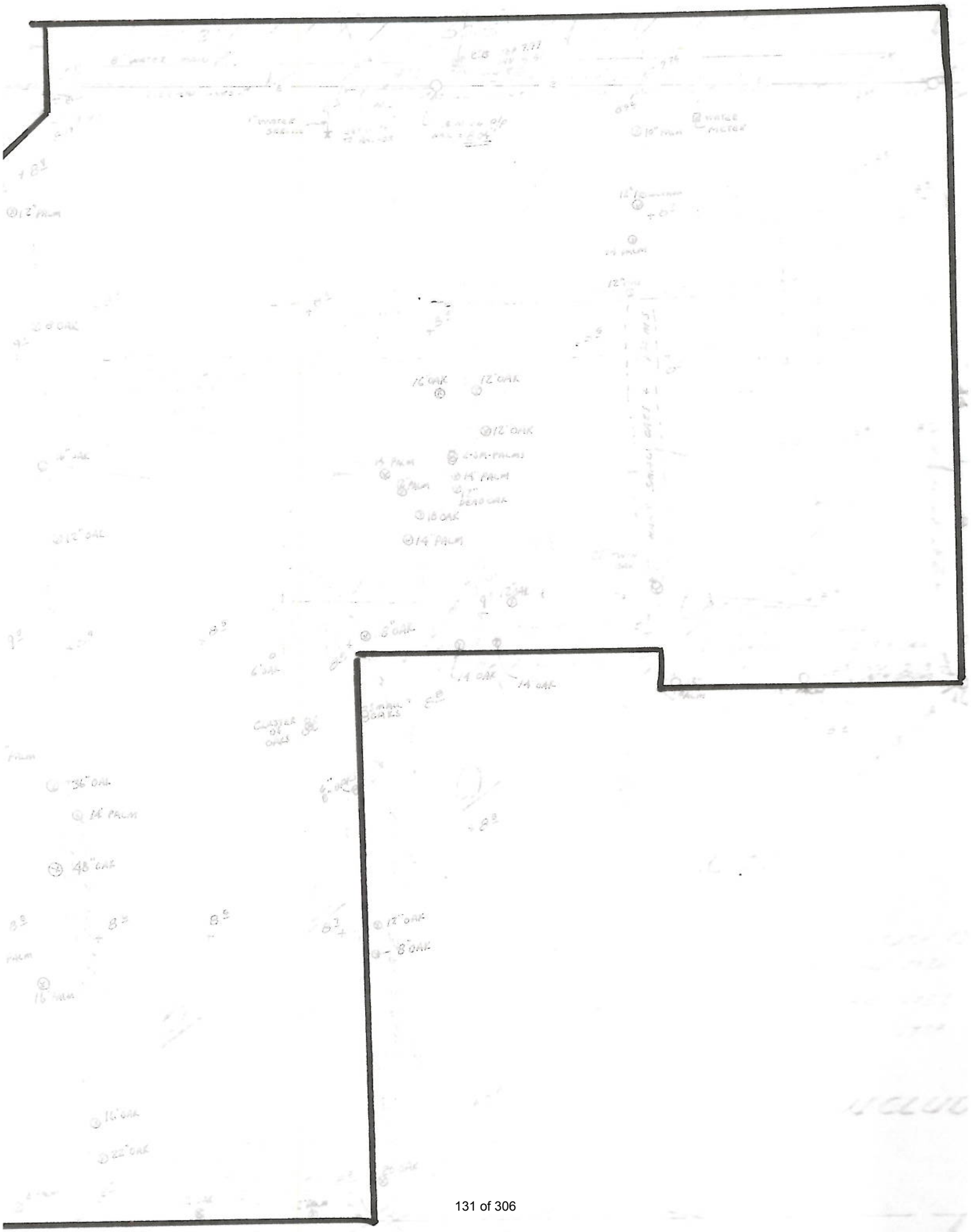



**TERMS OF PAYMENT:** LABOR AND MATERIAL 5290.00
**50% at signing and 50% upon completion.**
No state or local sales or use taxes are included.
Cash Paid Down 2645.00
Cash Upon Completion 2645.00

Conditions:
Owner is responsible for notifying contractor (Jim's Hauling & Fencing Services) of any sprinklers or underground lines, pipes, etc. that cannot be located by the Electric, Phone or Cable Companies prior to commencement of project. Jim's Hauling & Fencing Services reserves the right to sub contract any part of contract to other companies.

I have read the specifications, terms and conditions and agree to them as stated.

REPRESENTATIVE [signature] ACCEPTED


16" OAK
12" OAK
12" OAK
14" PALM
18 OAK
14" PALM
8" OAK
14 OAK
14 OAK
36" OAK
14" PALM
48" OAK
12" OAK
8" OAK
16" OAK
22" OAK

**Soulie, Claudia**

**From:** Mathen Robert
**Sent:** Thursday, January 26, 2012 4:07 PM
**To:** Soulie, Claudia
**Subject:** 219 N Dixie Freeway

219 N. Dixie Freeway

The owner of Stuart's Car Care came into the office today inquiring about a fence he would like to install.

After reviewing his survey, he would be allowed to install a 6 foot high fence on his property.

1. He must stay at least 10 feet off of Washington st.
2. He must stay at least 15 feet off Dixie freeway.

*ROBERT MATHEN*

*Robert G Mathen Jr*
*Zoning & Permit Tech*
*City of New Smyrna Beach*
*210 Sams Ave.*
*New Smyrna Beach, Fl 32168*
*386-424-2141*
*386-424-2143 fax*
*rmathen@cityofnsb.com*

2nd estimate (not required)

# CONTRACT


OUTDOOR ALLPHASES CONSTRUCTION
WWW.ALLPHASESOUTDOORCONSTRUCTION.COM
A JOB WELL DONE IS A CHANCE TO DO MORE

100 Old Mission Rd.
New Smyrna Beach, FL 32168
**386.423.9898 / Fax: 386.423.9221**

Free Estimates
Licensed/Insured
CBC # 1257512


Date: 11/13/12 P.O.#: _____

Buyer(s): Stuarts (Stuart Winkler) Attn: _____

Address: 219 N. Dixie Freeway Home Phone: 427-7881

City: N.S.B. State: FL Zip: _____ Business Phone: _____

Job Site: _____ Site Phone: _____

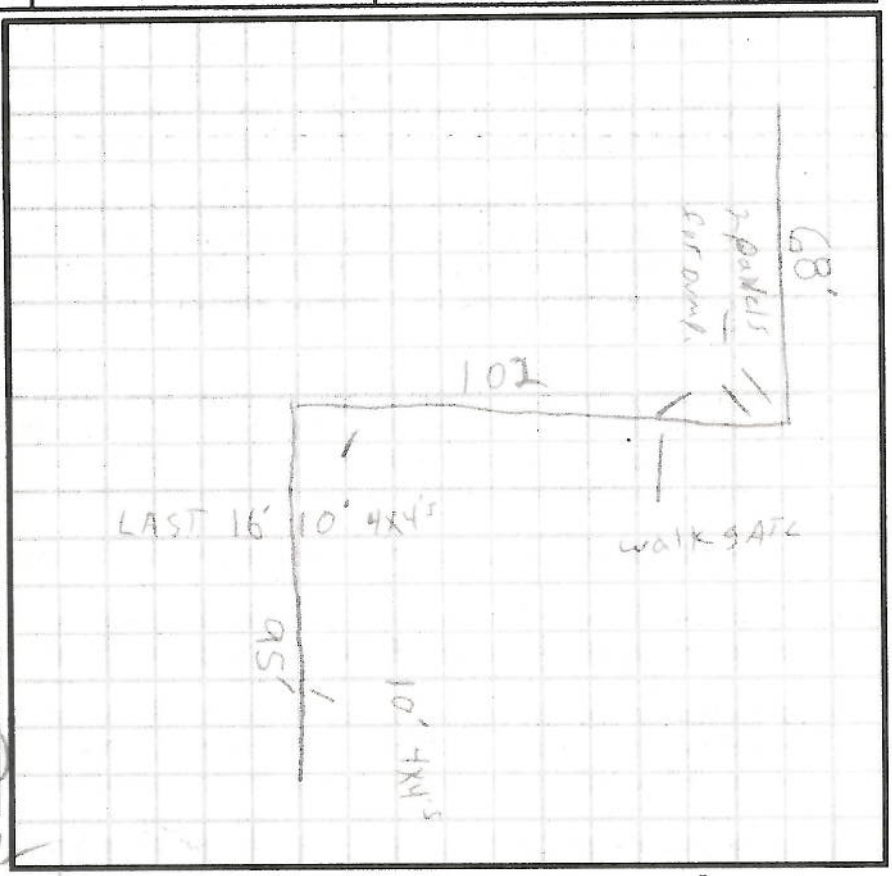
_____ Fax: _____

## WOOD SPECIFICATIONS

| HEIGHT | TYPE | STYLE | BOARD SIZE | RAIL SIZE | PERMIT NEEDED: YES/NO | CORNER LOT |
|---|---|---|---|---|---|---|
| ☐ 3 ☒ 6<br>☐ 4 ☐ 8<br>☐ 5 ☐ ____ | ☐ Cypress<br>☒ PTP<br>☐ Ultrawood<br>☐ _____ | ☐ Stockade<br>☐ BD on BD<br>☒ Shadowbox<br>☐ Picket | ☐ 1/2 x 4<br>☐ 5/8 x 4<br>☐ 1 x 4<br>☐ 1 x 6 | ☐ 2 X 3<br>☒ 2 X 4<br>☐ _____ | ☒ Power ☐ Water<br>☐ Other _____ | ☒ Yes<br>☐ No |

| DESIGN | Install | GATE SWING | POSTS | TAKE DOWN & HAUL AWAY FOOTAGE | NOTES |
|---|---|---|---|---|---|
| ☒ Dogeared<br>☐ Pointed<br>☐ Gothic<br>☐ _____ | ☒ Good Side In<br>☐ Good Side Out<br>☐ Posts in Line | ☒ In<br>☐ Up Hill<br>☐ Out<br>☐ Down Hill | ☒ 4 X 4<br>☐ 6 X 6<br>☐ _____ | 280'<br>☒ YES ☐ NO | |

- Approx 280 LF 6' Tall Shadowbox
- with concrete set posts
- Approx 84' w/ 10' 4x4 posts
- Panels built on site
- Galvanized nails
- permit included
- with removal of old Fence
- Customer To provide Survey
- replace Dumpster area + connect to Boundary fence Approx 40' LF (Core drill Post) 600.00




Lump Sum Total 4850.00 5450.00 Total

Less Deposit _____

Balance Due _____

___ Fence to be installed to follow grade of property.

___ Fence to be installed with top of fence level. (Customer to fill in gaps at bottom of fence)

Buyer(s) By: _____ Dated: 11/12/12 Salesperson: _____

The provisions on the reverse side of this contract are made part of this contract.

# CRA AGENDA ITEM SUMMARY

**Staff Member Making Request:** Claudia Soulie

**Meeting Date:** February 1, 2012

**Action Item Title:** Combined Grant Application: 634 3rd Ave – New Smyrna Beach Pizzeria

**Agenda Section:** Consent_____ Public Hearing_____ Special Items___x__

**Summary Explanation and Background**

This applicant is proposing to open a pizzeria at the above listed location and has submitted an application for interior, code related work and business signage. CRA and pertinent City Staff have met with the applicant on-site to discuss the proposed scopes of work. The scope includes the following :

- Electrical .....$ 3,450.00
- Plumbing.....$ 4,140.00
- Signs.....$ 7,500.00
- Hoods.....$ 15,755.00
- Gas..... $ 4,549.00
- Building (frame doorways for bathroom/kitchen
  Duct work, drywall, patch, trim paint).....$7,500.00

The estimate for the scope of work totals **$42,894** (CRA funding request capped at **$20,000**).

The application has received the necessary points to qualify for consideration and staff recommends approval with the following contingencies:

- All the necessary permit(s) have to be obtained.
- The applicant needs to submit a letter from the Condo Association showing acceptance of the proposed scope of work based on their covenants. This letter needs to be received by staff on or before the February 1st CRA meeting, but definitely before pulling a permit for this project. Should a permit be pulled prior to the applicant providing such letter to CRA staff, the grant may be voided.

Further, staff was made aware that a possible conflict of interest may exist with one of the CRA Commissioners. If this is the case (to be determined during the February 1st CRA meeting), the application will not be able to be considered due to a lack of quorum.

PS. The applicant inadvertently used the form for a Small Scale Grant, but followed all the requirements of a Combined Grant (e.g. two contractor estimates). Due to the fact that the property owner has also signed the application, staff has simply corrected the heading on the application form.

**Recommended Action/Motion:**
Approve the application in the funding amount of $20,000 with the contingencies as noted above.

**Funding Analysis:** Budgeted X If not budgeted, recommend funding account:
Account number 120.51502.583001, which currently has a balance of $179,333.65.

**Exhibits Attached:**
1. Package submitted by the applicant 2. Score sheet

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

**Commission Action**

# Property Improvement Grants
# Funding Evaluation

Property Address: _____

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

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

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

Circle a Score
for each category

**Compliance with Guidelines:**

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

**Location:**

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

**Overall Impact / 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** _____

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

**APPLICATION FORM**

Combined
~~**SMALL-SCALE**~~ **IMPROVEMENTS GRANT PROGRAM**
(Exterior Improvements – Property owners only)

APPLICANT NAME: Stephen Gaudet

PROPERTY ADDRESS: 634 3rd AV

TELEPHONE: 917 656 5032 (DAY) _____ (EVENING)

EMAIL ADDRESS: steve5829@yahoo.com

**TYPE OF IMPROVEMENT PLANNED:**

Exterior _____ Painting _____ Landscape _____ Electrical ✓

Signage ✓ Awning _____ Parking Area _____ Other ✓

**PROJECT PROPOSAL ON IMPROVEMENTS**

**All Small-Scale Improvements Grant Applications must be approved by the CRA prior to work commencing. The following information must be included with the application.**

1. Application signed by the applicant, who is the property owner.
2. A detailed summary of the scope of work to be performed.
3. A cost estimate from a local contractor broken down into scope of work line items (costs subject to verification)
4. Color photographs clearly showing existing conditions of the property to be improved.
5. Conceptual plans detailing the scope of work that will be required at the time of application.
6. Samples of all paint and material colors as well as awning materials to be used on the building and signage.
7. Applicant shall provide documentation from Planning Department and Building Department staff that the proposed project appears to meet permit requirements (available after pre-application meeting)

ESTIMATED **TOTAL** COST OF PROPOSED IMPROVEMENTS: $ 42,

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

ESTIMATED START DATE: _____

ESTIMATED COMPLETION DATE: _____

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

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

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

3. To use local contractors and materials from local suppliers to the greatest extent possible and that I may perform work as allowed by applicable codes, but **will not be** compensated for my time.

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

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

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

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

   D. All City Permits (if applicable) have been **inspected/finalized** by Building staff

4. Funding received under this grant program will be deducted from any future grant applications I may submit to the CRA

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

I ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE DESIGN GUIDELINES (if applicable), THE SMALL-SCALE IMPROVEMENT GRANT PROGRAM GUIDELINES AND THE GRANT AGREEMENT.

Applicant Signature

Stephen Gaudet
Print Name

1/23/12
Date

OWNER OF PROPERTY/LANDLORD

MICHAEL CAREY
PRINT NAME

New Symrna Beach Pizzeria

## Scope of work

The scope of work for the pizzeria involves electrical , plumbing ,signs ,hood and fire suppression system , gas and building work.

Electrical :- wiring is required for hoods and fire system ,prep station , freezers , mixer , refrigerator ,and water heater .

Plumbing :- a 3" drain must be run from kitchen area to bathrooms and install 2 hand sinks mop sink and a three drain sink and plumb , also install grease trap and pipe for water heater .

Signs :- make and install a 4 ft x 18 ft sign on roof ,2 street signs 8" x 48" and window lettering

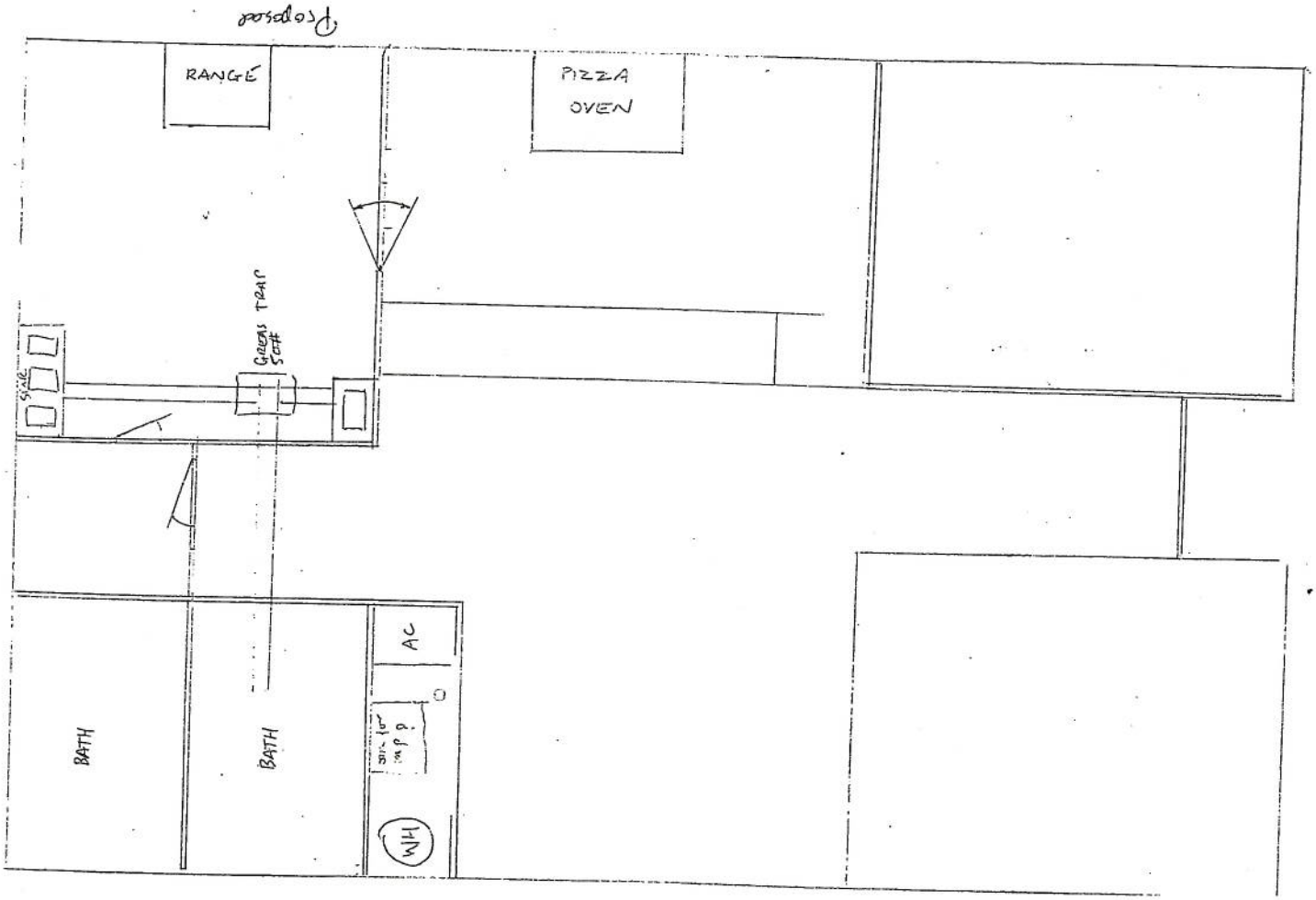
Hoods :- supply and install two hoods and fire suppression system .

Gas :- run pipe for oven ,stove ,and fryer and connect , supply and connect water heater .

Building :- frame doorway for bathrooms ,open doorway for kitchen , open and close roof for duct work , drywall , patch , trim paint .

Please supply individual costs for each trade and total price for job

Any questions contact Steve Gaudet at 917 656 5032


RANGE
PIZZA
OVEN
GREASE TRAP
SINK
BATH
BATH
AC
WH

# Sinclair Construction

## License # CGC 061122

2309 Saxon Drive
New Smyrna Beach
FL 32169

Tel 386 804 7070

Dec 10th 2011

# *Proposal*

Steve Gaudet
614 3rd Avenue
New Smyrna Beach
Fl 32169

Re :- Remodel for pizzeria

Having reviewed the scope of work and visited the job site please review the following estimates for the work

| | |
|---|---|
| Electrical | $3450.00 |
| Plumbing | $4140.00 |
| Signs | $7500.00 |
| Hoods | $15,755.00 |
| Gas | $4549.00 |
| Building | $7500.00 |
| Total cost | $42894.00 |

All permit costs by owner .

Thank you Neil Sinclair

RICHARDS DEVELOPMENT GROUP

108 E. Indiana Avenue
DeLand, Florida 32724
386-736-4226 phone
386-740-0535 fax

CBC1251171 CCC1328824

# Estimate

| Date | Estimate # |
|---|---|
| 12/20/2011 | 151 |

| Name / Address |
|---|
| Steve Gaudet<br>614 3rd Avenue<br>New Smyrna Beach, FL 32169 |

| | Project |
|---|---|
| | |

| Description | Qty | Rate | Total |
|---|---|---|---|
| New Smyrna Beach Pizzeria per scope of work | | 0.00 | 0.00 |
| All work is performed by licensed contractors and subcontractors holding liability and workman compensation insurance | | | |
| Permits to be paid by owner | | | |
| Electrical Work adding outlets | | ******** | 3,735.50 |
| Plumbing work kitchen sinks, drains | | ******** | 4,450.00 |
| Signs for Building | | ******** | 8,255.00 |
| Hoods for Kitchen and ducting | | ******** | 16,255.00 |
| Gas for range and hood and water heater | | ******** | 6,000.00 |
| Building misc. framing, drywall and roof work | | ******** | 7,025.75 |

386-736-4226 386-740-0535 fax
RDGCONTRACTING@GMAIL.COM

**Total** $45,721.25

## Soulie, Claudia

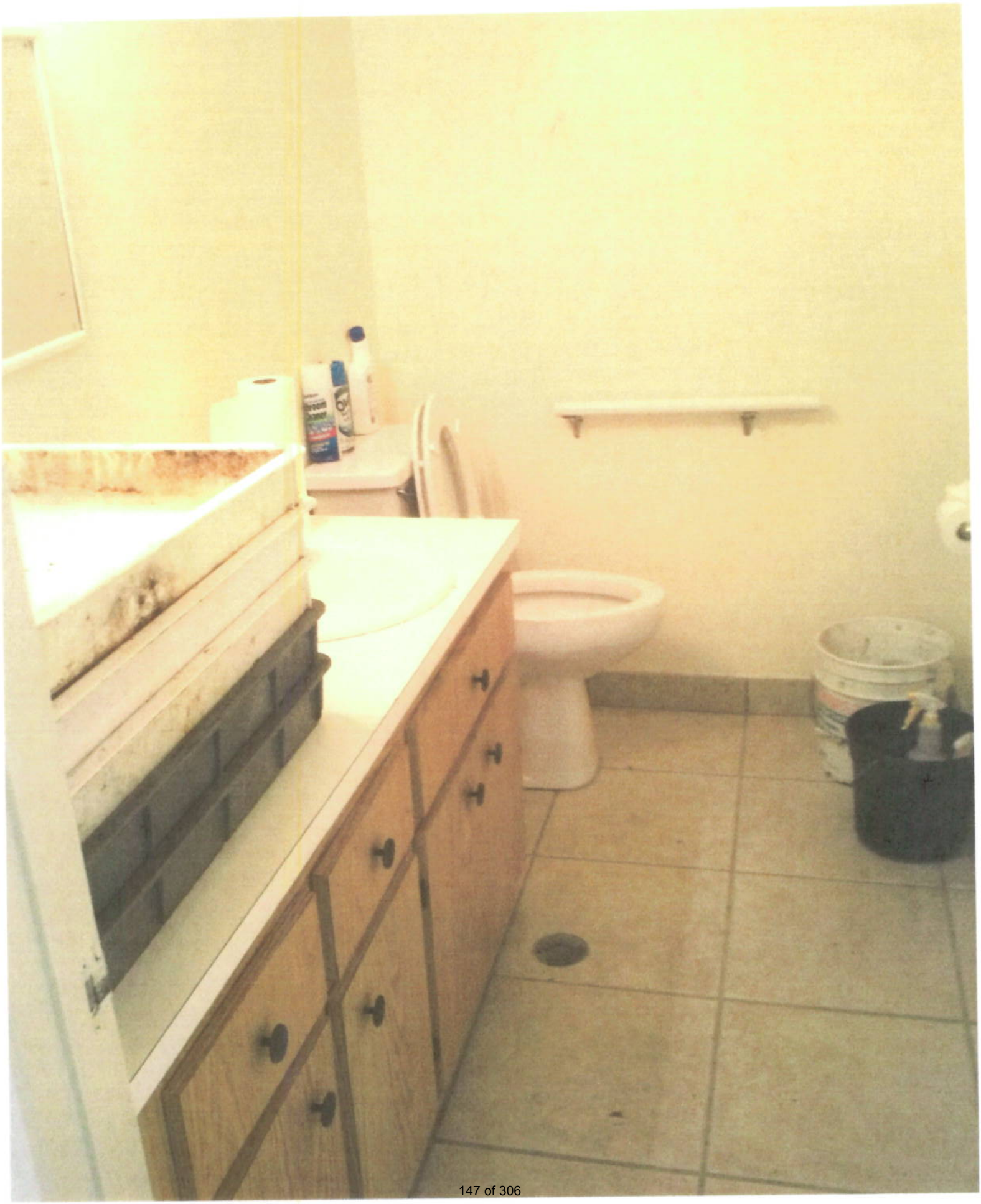
**From:** Mathen Robert
**Sent:** Monday, January 23, 2012 2:59 PM
**To:** Soulie, Claudia
**Subject:** signage for new smyrna pizza

The wall sign for New Smyrna Pizza at 634 3rd ave looks fine to me for zoning.

*ROBERT MATHEN*

*Robert G Mathen Jr*
*Zoning & Permit Tech*
*City of New Smyrna Beach*
*210 Sams Ave.*
*New Smyrna Beach, Fl 32168*
*386-424-2141*
*386-424-2143 fax*
*rmathen@cityofnsb.com*

4’ tall x 18’ long



# CRA AGENDA ITEM SUMMARY

**Staff Member Making Request** Tony Otte

**Meeting Date:** February 1, 2012

**Action Item Title:** Application for "The Hub" under the proposed program entitled "Rental Assistance Program: Small Independent Retail Businesses and Non-Profit Cultural Arts Business Consortiums"

**Agenda Section:** Consent_____ Public Hearing_____ Special Items___x__

**Summary Explanation and Background**

A proposed program entitled "Rental Assistance Program: Small Independent Retail Businesses and Non-Profit Cultural Arts Business Consortiums" is being proposed for consideration and recommendation to the City Commission, earlier on this agenda. The attached application has been submitted for this proposed program.

"The Hub" is a new program proposed by "HubArt Connection, Inc" doing business as The Hub on Canal, a non-profit corporation registered in the state of Florida. The Hub is applying for lease assistance in order to lease a building at 132 Canal St which has been vacant for over one year. This new organization wishes to obtain CRA funding in the amount of $50,000 toward lease payments for one year in order to open a center that will include spaces that will be leased to individual artists, and other cultural endeavors.

The extensive application includes a business plan that has been favorably reviewed by staff members of the Small Business Development Center at Daytona State College. The applicant reports a starting cash balance of $27,000, thus meeting the requirement of having at least 50% of the match requirement ($25,000) in cash.

If the Rental Assistance Program is adopted, staff recommends that this application, be approved since:

1. If provides for the leasing of a prominent building on Canal St that has been vacant for over one year;
2. The program provides that CRA funds are provided on a monthly basis, to be matched by the grantee. This prevents the extensive loss of CRA funds if this project fails.
3. The applicant meets the starting cash requirement as indicated above.
4. The activity to be funded further enhances the City's distinction as an "art town"

There are several items that are in process that the applicant will supply to the application package before the meeting.

**Recommended Action/Motion:**

If the Rental Assistance Program is approved, staff recommends approval of this application.

| | | |
|---|---|---|
| **Funding Analysis:** Budgeted___x_____ If not budgeted, recommend funding account: Funding for this program will come from the funds allocated to the revised Rental Assistance Program. | | |
| **Exhibits Attached:**<br>1. Application for funding under the Non=Profit Cultural Arts Business Consortiums component of the Rental Assistance Program | | |
| **Reviewed By:** | **Name** | **Signature** |
| CRA Director | Tony Otte | Tony Otte |
| **Commission Action** | | |

# Application for The Rental Assistance Program for Small Independent Retail Businesses and Non-Profit Cultural Arts Business Consortiums offered by the New Smyrna Beach Community Redevelopment Agency

Application is being made by HubArt Connection, Inc. doing business as The Hub on Canal, a non-profit corporation registered in the state of Florida.

The Hub on Canal is applying for lease assistance in order to lease a building at 132 Canal Street owned by Iron Creek Ventures, Frisco, Texas. The property owner is in no way affiliated with The Hub on Canal or HubArt Connection, Inc.

The following Exhibits are attached:

a.) A statement from the property owner certifying that the space that is the subject of the grant application has or had been vacant for at least one year, that the space is (or was) available for lease, and if not yet leased to the applicant, the property owner's intent to lease the property to the applicant for the intended use and price. Documentation of property ownership (property record card for the property appraiser's office, etc) must be provided.

Please see Exhibit a.

b.) A copy of the lease proposed to be executed for the project; or a copy of an executed lease that has been executed no earlier than 60 days prior to grant approval. An executed lease in no way guarantees grant approval. If a lease has been executed, the applicant shall also provide an executed statement that but for the award of the CRA grant, the project could not move forward.

Please see Exhibit b.

c.) The applicant shall submit a statement of rent reasonableness to verify that the rent amount included in the lease is reasonable when compared to similar properties in the area as well as the history of rent amounts for the space.

Please see Exhibit c.

d.) A copy of the incorporation papers or other evidence of business ownership or non-profit licensure deemed appropriate by the CRA for the applicant.

Please see Exhibit d.

e.) A floor plan of the commercial space to be leased. For non-Profit Cultural Arts Business Consortium applicants, must also indicate the number of individual artist spaces to be leased.

Please see Exhibit e.

f.) A copy of a business plan for the project including:

i. a one year budget projection
ii. a five year budget projection
iii. a cash flow statement
iv. For the non-Profit Cultural Arts Business Consortium applicants, a list of artist sub-leasees, including the type of art, the amount of their cash reservations received, and the amount of their annual lease payments.
v. a list of all sources of funds and amounts received to date. Donations may be noted cumulatively; a list of individual donors and amounts is not required. Please see Cash flow statement – page 29.

vi. the timeline for the project, with detailed projections as to the execution of the lease, making the space ready for occupancy, move in, the opening.
vii. the marketing plan for the project including the target customer market, the methods to be used to engage the target audience, the marketing timeline, the marketing budget and the source and availability of funding, and acknowledgment of the requirement to fully cooperate with the ongoing marketing efforts for the NSB Waterfront Loop.

Please see Exhibit f.

g.) For Non-Profit cultural Arts Business Consortium applicants, the applicant shall submit verification that at least 75% of the artist spaces have been encumbered through reservations from the artists with a signed letter of intent and/or evidence of the reservation amount from each artist. Each letter of intent must indicate the name of the artist, their city of residence, the type of art they will be selling in the leased space, as well as the types of art endeavors that are permitted, and the timing and amount of lease payments, and the eviction procedures.

Please see Exhibit g.

h.) For Non-Profit cultural Arts Business Consortium applicants, verification from a bank that the applicant has the cash in its account to provide half the matching amount for the grant.

Please see Exhibit h.

i.) For Non-Profit cultural Arts Business Consortium applicants, a copy of the lease agreement to be used in sub-leasing spaces for the project. This lease agreement shall include what types of art endeavors are permitted, the timing and amount of lease payments, and eviction procedures.

The Hub on Canal has every reason to and will diligently monitor our sub-leases. Please see Exhibit i. for a copy of our Studio Lease.

j.) Photographs of the building, both exterior and the interior space to be leased.

k.) A brief history of the building, including uses for the past 20 years.

132 Canal Street was built in 1913. It has been a movie theater and a drugstore. Prior to 1999 the building was used as a gymnasium and as offices for the New Smyrna Beach Parks and Recreation Department. Mona and Harold Brewer purchased three buildings at 120, 124 and 132 Canal Street, combined and redesigned them to accommodate their banking software company. In about 2006 the Brewer's sold the business to a Georgia company and the building to a local buyer. The local buyer lost the buildings to foreclosure and they were purchased in a bundle of foreclosure properties by Iron Creek Ventures and used for some short time as Executive Suites.

l.) A description of where customers will park.

Parking for 132 Canal Street is on-street parking, the Chamber of Commerce Parking lot and the parking lot at the old Julia Street tennis courts.

m.) A statement from the Planning Director that the site complies with all city land use requirements for the intended use.

Please see Exhibit m.

n.) A statement from the Building Official that the building and site complies with all city building code requirements for the intended us.

Please see Exhibit n.

o.) A description of any improvements to the building or the site that are needed to implement the project, the cost of those improvements, the source of funding and funding availability. The description shall include paint colors, carpet samples, etc.

The building is ready for teaching and retail sales by artists. A wine/coffee bar is planned that will require some renovation.

p. A description of signage for the facility and that the signage has been deemed approvable by the City Planning Director and Building Official.

All signage will comply with City of New Smyrna Beach ordinances. We intend to put our name and logo on the awning in the front and on the side but have not made a definitive decision.

5. Applicants shall permit a representative of the Daytona State College Small Business Development Center to review the Business Plan and give an opinion as to the likelihood of success.

Please see Exhibit 5.

Applicant acknowledges receipt of items 6 through 21 of the application and its required compliance.

Exhibit a.

Property owner statement.

IRON CREEK VENTURES

002
5750 GENESIS COURT
SUITE 130
FRISCO, TEXAS 75034

PH: 214-705-1556
FAX: 214-705-1800

January 26, 2012

City of New Smyrna Beach
Community redevelopment Agency
210 Sams Avenue
New Smyrna Beach, FL 32168

Attn: Tony Otte, Director

Re: Application by the HUB on Canal

As owners of the property at 132 Canal Street in New Smyrna Beach, we can assure you that the space to be leased by our firm to the HUB has been vacant for over a year. It is currently available for lease, and it our intention to lease the space to the HUB organization for the use proposed by that group.

A draft of the proposed lease agreement is attached as well as a copy of the Volusia County Appraiser's Tax Record Card.

Thank you for your consideration and cooperation in moving this project forward.

Sincerely,

Angela Getz
Asset Manager

Exhibit b.

Lease

# RETAIL LEASE AGREEMENT

THIS AGREEMENT ("Lease"), effective this ___ day of ~~December 201~~ between ICV Canal Street, LLC, a Texas Limited Liability Company, with an office at 5750 Genesis Court, Suite 130, Frisco, TX 75034 ("Landlord"), and HubArt Connection, Inc., dba The HUB on Canal ("Tenant").

WHEREAS, Landlord makes available for lease to Tenant as the property located at 132 Canal Street, New Smyrna Beach, FL 32168 (the "Premises"), more fully described as building 132 (the "Building") in the Site Plan attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, Landlord desires to lease the Premises to Tenant and Tenant desires to lease same from Landlord for the term, at the rental and upon the covenants, conditions and provisions set forth below.

THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, Landlord and Tenant agree as follows:

## 1. LEASED PREMISES AND TERM

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Premises. This lease shall be for a term of ~~30~~ 36 months, which term shall begin on, 2012 ("Commencement Date"). Tenant shall be in continuous use and occupancy and shall not vacate nor abandon the Premises during the Lease term. The Commencement Date shall not be extended for Tenant's improvements. In the event that the Commencement Date is other than the first day of the month, rental shall be prorated for the month and paid in advance and the lease termination date shall be extended for the same number of days so that the lease terminates at the end of a calendar month. For the purpose of this Lease, the end of the first lease year shall be one year plus the number of days to the end of the first month of the first lease year if the lease Commencement Date is other than the first of the month. Landlord and Tenant acknowledge that certain obligations under various articles of this lease may commence prior to the Commencement Date and agree that this is a binding and enforceable agreement as of the date this lease is executed.

## 2. RENTALS

A. Monthly Base Rent.

| | |
|---|---|
| Commencement Date through ~~April 30~~ May 31, 2012 | Abated |
| ~~May 1~~ June 1, 2012 through ~~April 30~~ May 31, 2015 | 11.00 psf or $8,391.17 |

Base Rent shall be the base sum as shown in the table above plus applicable sales and use taxes which the Tenant shall pay in monthly installments beginning on the date of ~~February 1~~ June 1, 2012 and thereafter on the first day of each and every month during such term, payable without demand in advance on the first day of each and every month during such term ("Base Rent"). It is understood and agreed that the rental rate of per square foot for based on 9,154 gross square feet.

All rentals shall be paid to Landlord without any setoff, counterclaim or deductions whatsoever and shall consist of the following in addition to all other charges set forth herein:

B. **Additional Rent.** ***[SECTION NUMBERS TO BE CORRECTED]***

3.1 Additional Rent. In addition to the Base Rent as set forth in Section 2 herein, Tenant shall pay Landlord "**Additional Rent**", which term shall be defined to include the following:

(a) "Tenant's Proportionate Share" of "Certain Operating Costs" (as such terms are defined); and

(b) any other sums owed by Tenant pursuant to the terms of this Lease or otherwise arising in connection with Tenant's occupancy of the Premises.

For purposes of this Lease, Base Rent and Additional Rent shall be rent reserved under the Lease and shall hereinafter be collectively referred to as "**Rent**".

3.2 Proportionate Share. "**Tenant's Proportionate Share**" shall be 87%, which is the rentable area of the Premises divided by the sum of rentable area of buildings 120, 124, and 132 (the "Metered Buildings").

3.3 Payment of Operating Costs. Tenant shall be responsible for and shall pay Tenant's Proportionate Share of Shared Operating Costs ("Tenant's Share") for all Lease Years during the Term of this Lease. As of the Commencement Date, the amount of Tenant's Share is $ 1,500.00 per month.

(a) As soon as is reasonably possible prior to the beginning of each calendar year during the Term, Landlord may furnish Tenant with a statement of Landlord's estimate of Tenant's Share for such calendar year. By the first day of each month thereafter during such calendar year in addition to Base Rent due hereunder at such time, Tenant shall pay a monthly installment equal to 1/12$^{th}$ of Tenant's Share as estimated and set forth in such statement, if any, for such calendar year. If Landlord fails to deliver such statement prior to January 1 of the applicable year, Tenant shall pay 1/12$^{th}$ of Tenant's Share for the prior year, if any, until such statement is received. If Landlord furnishes Tenant such a statement, to the extent the new estimate is greater to or less than the estimates paid to date for such calendar year, a lump sum payment or credit shall be made in the next monthly payment to adjust for such differential and thereafter Tenant shall pay 1/12$^{th}$ of Tenant's Share as set forth in the new estimate. If at any time during a calendar year Landlord determines, in its sole, but reasonable discretion, that the Shared Operating Costs will be materially different from its original estimate, it may notify Tenant of such fact and the monthly payments of the estimated amount of Tenant's Share shall be adjusted accordingly.

(b) Within 90 days after the end of each calendar year during the Term, Landlord shall furnish to Tenant a statement of actual Shared Operating Costs and Tenant's Share for the previous calendar year (provided Landlord's right to collect Tenant's Share shall not be affected if Landlord fails to deliver such statement within such 90 day period). A lump sum payment (which payment shall be considered a payment of rent for all purposes) will be made by Tenant, within 30 days of delivery of that statement, equal to the excess, if any, of the actual amount of Tenant's Share over all amounts paid by Tenant hereunder with respect to Tenant's Share for the preceding calendar year. If the amount of Tenant's Share is less than the estimated amounts paid by Tenant hereunder with respect to Tenant's Share for such calendar year, Landlord shall apply the difference (the "**Excess Overage**") to the next accruing installment of Rent due hereunder or, if necessary, subsequently accruing installments of Rent until the entire Excess Overage amount is credited; provided that if the term of this Lease has expired at the time Landlord's Statement is delivered, Landlord shall refund the amount of any Excess Overage within 30 days of the issuance of Landlord's Statement.

(c) In the event Tenant's Share for the final calendar year of the Term is not finally calculated until after the expiration of the Term, then Tenant's obligation to pay the same and Landlord's obligation to refund any Excess Overage shall survive the expiration or termination of this Lease. Accordingly, Landlord shall have the right to continue to hold without interest Tenant's Security Deposit, if any, following expiration of the Term until Tenant's Share has been paid in full, unless an alternative security (letter of credit or otherwise) is furnished to the satisfaction of Landlord. Tenant's Share for the calendar years in which the Term commences and ends, if any, shall be prorated on the basis of the number of days of the Term within each such calendar year.

3.4 Shared Operating Costs Defined. "Shared Operating Costs" shall mean the following amounts paid or payable, whether by Landlord or by others on behalf of Landlord, arising out of the ownership, management, maintenance, operation, repair, replacement and administration of the Metered Buildings:

(a) the cost of all gas, water, sewer, electricity, garbage, recycling, and any other utilities used in the maintenance, operation, use and occupancy of the Metered Buildings ; and

(b) the cost of pest control for the Metered Buildings. *[NOT DELETED BECAUSE IT'S A NECESSARY EXPENSE.]*

Landlord agrees to pay all property taxes and casualty insurance associated with the Premises.

## 3. RENTAL PAYMENTS AND LATE CHARGES

Rent shall be made payable to Landlord and mailed to ICV Canal Street, LLC at 5750 Genesis Court, Suite 130, Frisco, TX 75034. Payments are due on the first day of each Month. January 2012 Rent payment is due at the execution of this Lease and will be $10,436.60.

Without limiting any other right or remedy, a late charge of five percent (5%) of the amount due shall be imposed on payments more than ten (10) days past due.

Landlord shall apply the receipt of payments from Tenant in the following order: first, toward the payment of any interest charges accrued against Tenant's account; second, toward the payment of any late fees or legal expenses incurred by Landlord for additional administrative costs to enforce the provisions of the lease; third, toward the payment of Landlord's reimbursable expenses including any sales or use taxes imposed; and finally, toward the payment of rent and any sales or use taxes thereon.

## 4. SECURITY DEPOSIT

Tenant will pay a Security Deposit of $8,391.17 due at the signing of this Lease.

## 5. ACCEPTANCE OF PREMISES

Tenant acknowledges it has fully inspected and accepts the Premises in its present "as is" condition, or if the Premises are yet to be constructed, it has reviewed and approved the drawings for their construction. *[IT WAS OUR UNDERSTANDING THAT THE PREMISES WOULD BE DELIVERED AS IS, WITH EXHIBIT C REFLECTING SPECIFC CHANGES THAT TENANT WOULD PERFORM. IF THAT ARRANGMENT IS NO LONGER ACCEPTABLE, LET'S DISCUSS.]*

## 6. FAILURE TO OPEN

In the event Tenant shall fail to open for business, fully fixtured, stocked and staffed within one hundred eighty (180) days following the Commencement Date, Landlord shall have, in addition to any and all remedies provided herein, the sole option to terminate the Lease.

## 7. PERMITTED USES

The Premises are to be used and occupied by the Tenant for the following primary purposes and for no other primary purposes or uses whatsoever without the prior written consent of Landlord: teaching facility for dance, retail sales for artist, wine and coffee bar, educational classes and workshops, indie films and teleconferencing, live entertainment and event rental and any other lawful purpose approved by Landlord, such consent not to be unreasonably withheld. Tenant acknowledges and agrees that Tenant's use of the Premises for any primary purpose other than set forth above shall be a material default under this lease. Tenant also acknowledges that such permitted use is subject to the approval of the appropriate zoning, licensing, and other governmental authorities and to its obligations to comply with all laws, rules, regulations, and conditions as set forth in Section 8.

## 8. USE AND OCCUPANCY - COMPLIANCE WITH LAWS AND REGULATIONS

Tenant, in the use and occupancy of the Premises, shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of any governmental agency with authority in respect of the Premises or Tenant's use thereof. Tenant shall not do or permit any act which will conflict with provisions of any insurance policies covering said Premises or improvements, and shall comply with all rules and regulations of the Southeastern Underwriters Association for the prevention of fires. Tenant will not use or permit to be used any part of the Premises for any immoral, dangerous, noxious or offensive purposes and will not cause or maintain any nuisance in or about the Premises. Tenant shall be directly responsible for the payment of any special insurance premium related to the business conducted by Tenant on the Premises. Tenant shall purchase, install and maintain all required Underwriters Laboratory approved fire extinguishers for the Premises. Restroom facilities within the Premises must be constructed and operated to allow for public use and access in compliance with all codes, laws, and regulations concerning "public" bathrooms as that term may be defined therein. Tenant is responsible for ensuring its subtenants comply with this provision.

## 9. IMPACT FEES

Tenant acknowledges that in connection with developing the property in which the Premises are situated, Landlord has paid government imposed impact fees for general business uses within the Building. If Tenant's use(s) require additional impact fees, Tenant shall be responsible for the additional amount due.

## 10. TENANT IMPROVEMENTS

Tenant agrees to perform, at its own cost and expense, all work which is necessary, usual or customary in modifying or improving the leased Premises for occupancy (as agreed and set forth in Exhibit C); provided, however, all such improvements or modifications shall first be approved by Landlord and Landlord, in writing, and all such work shall be performed by a licensed general contractor acceptable to Landlord. Within a reasonable time prior to commencing work, Tenant shall submit to Landlord the proposed plans and specifications for leasehold improvements prepared by a licensed architect. Tenant's plans and specifications shall adhere to Landlord's "Design Criteria" as established by Landlord, which Landlord reserves the right to change from time to time and to enforce as Landlord deems appropriate. Thereafter, Landlord shall have a reasonable time not to exceed fourteen (14) days after receipt in which to approve in its sole discretion, Tenant's proposed plans, specifications and contractor. In the event Landlord requires any modifications or revisions thereof, then Tenant shall have a reasonable time in which to make the requested changes or revisions. In no event shall Tenant's failure to have the plans, specifications or contractor approved alter in any way Tenant's obligation to pay rent and Tenant is encouraged to provide Landlord with Tenant's proposed plans and specifications and the name of Tenant's proposed contractor at the earliest possible date. Any approved contractor shall provide Landlord with proof of workers' compensation insurance, liability insurance and Builder's Risk Insurance in such form and for such amounts as are acceptable to Landlord prior to commencing any work. All work performed and materials installed in the Premises shall be performed and installed in a workmanlike manner using first class and new materials and shall be in compliance with applicable laws, codes, ordinances and plans. Tenant agrees to diligently pursue completion of the leasehold improvements, to keep the Premises in a clean and safe condition and to perform all work in a manner that is as unobtrusive as possible to neighboring tenants. The parties agree, and all contracts for improvements entered into between Tenant and any contractor shall provide that, Tenant is not authorized to subject Landlord's interest in the Premises to any claim for mechanics', laborers' or materialmen's liens, and all persons dealing directly or indirectly with Tenant may not look to the Premises as security for payment. Tenant shall indemnify and hold Landlord harmless from and against all expenses, liens, claims or damages to either property or person which may arise by reason of the making of any suchadditions, improvements, alterations and/or installations.

After the completion of Tenant's work, Tenant shall not make any alterations or additions in, on or to the Premises or any
part thereof without the prior written consent of Landlord, and any alterations or additions approved by Landlord shall be made at Tenant's sole cost and expense. Such additions, fixtures and improvements, except stock in trade, movable furniture and equipment, shall at once become part of the realty and the property of the Landlord upon termination of this lease and shall remain upon the Premises; provided, however, that Landlord, within a reasonable time following the lease termination, may by written notice elect to require Tenant, at Tenant's sole cost and expense, to perform the removal of such of Tenant's fixtures and such of any alterations and improvements made by Tenant, which have not been previously approved by Landlord, together with the repair of related damage.

## 11. ADA COMPLIANCE

Tenant acknowledges that the Premises may constitute a place of public accommodation or a commercial facility under Title III of the Americans With Disabilities Act ("ADA") and that the ADA is applicable to both an owner and tenant of a place of public accommodation or commercial facility. Tenant further acknowledges that, under the ADA, any structural alteration to the Premises must comply with accessibility standards set forth in the rules promulgated by the Department of Justice, 28, C.F.R. 836.101 et seq.

In the event Tenant makes any structural alteration to the Premises which would require compliance with Title III of the ADA and the accessibility standards promulgated by the Department of Justice, Tenant agrees to design and build such structural alterations so as to comply with the ADA and the accessibility standards. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with any structural alteration of the Premises by Tenant.

## 12. This section intentionally left blank.

## 13. IMPROVEMENTS AND ALTERATIONS OF PREMISES BY LANDLORD

Exhibit "A" sets forth the general layout of Tenant's Premises within the Metered Buildings and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that the Premises and Metered Buildings will be or are exactly as indicated on said diagram.

## 14. EXTERIOR APPEARANCE AND MAINTENANCE

Tenant agrees to maintain all show and display windows in a clean and orderly condition, and to decorate said show and display windows only in an attractive manner, of the highest standards.

Landlord shall keep and maintain, at its expense, the foundation, exterior walls and roof of the Building in which the leased Premises are located and the structural portions of the leased Premises which were installed by Landlord, exclusive of doors, door frames, door checks, windows, and exclusive of window frames located in exterior Building walls, in good repair except that Landlord shall not be called upon to make any such repairs occasioned by the act or neglect of Tenant, its agents, employees, invitees, licensees or contractors. Landlord shall also maintain the HVAC system.

Tenant shall, at its expense, keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) the Premises and every part thereof and any and all appurtenances thereto wherever located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the leased Premises including free flow up to the main sewer line, fixtures, sprinkler system (if installed), walls, floors and ceilings, and any work performed by Tenant. *[NOT DELETED; WE CAN DISCUSS.]*

Tenant shall keep all outside areas immediately adjoining the Premises clean and free from dirt, rubbish and other debris and shall not permit any obstruction or place any merchandise in such outside areas, the entrance way doors or parking areas.

## 15. GLASS

Landlord shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever, in and about the Premises with replacement glass of the same or similar type with the same or similar characteristics. Tenant shall insure and keep insured at its sole expense all plate and other glass in the Premises for and in the name of the Landlord. A certificate of said insurance evidencing such coverage and Landlord's position as an additional insured shall be furnished to Landlord as part of its all risk casualty coverage obligation contained herein. Landlord shall bill Tenant for glass replacement and Tenant shall be obligated to remit payment within ten (10) days.

## 16. RUBBISH REMOVAL

Tenant shall keep the Premises clean, both inside and outside, and will remove all refuse from the Premises in accordance with rules and regulations established by Landlord in the Tenant Handbook attached hereto as Exhibit "D". Tenant shall not burn any materials or rubbish of any description upon the Premises or Common Areas.

## 17. SIDEWALKS

Tenant shall neither encumber nor obstruct the sidewalks adjoining the Premises nor allow the same to be obstructed or encumbered in any manner that is in violation of local codes, laws, rules or regulations. Tenant may place decorations on the sidewalk (plants, etc.), provided same comply with applicable codes, laws, rules and regulations, however, Tenant shall not place, nor cause to be placed, any merchandise, signs, vending machines or anything else on the sidewalk or exterior of the Premises without the prior written consent of the Landlord.

## 18. Intentionally Left Blank

## 19. SIGNS, ADVERTISING, BUILDING NAME AND ADDRESS

Tenant shall submit plans for all signs to Landlord and must obtain Landlord's approval of all signs or other type of advertising (pennants, etc.) prior to installation. Subtenants will not be permitted to have signage. If in Landlord's opinion any sign or advertising design or content is not in keeping with the overall architecture, color, graphic scheme and/or business image of the Building, Landlord shall have the right to prohibit such signs and/or advertising. Tenant shall be responsible for all costs associated with signage and other advertising, including without limitation, design, permitting, manufacture, shipping, installation, repair, maintenance and removal. Tenant shall use the brand names of Tenant on store signs and promotional material and Tenant hereby grants Landlord the right to use the brand names of Tenant in brochures, billboards, newspapers, advertisements and other promotional material associated with the Building. Tenant shall not advertise in a manner which would not be in keeping with the overall image and benefit of the Building, such as the advertising of "Liquidation Sale," "Going out of Business Sale" or "Lost our Lease Sale," without the prior written consent of Landlord, except Tenant shall be entitled to engage in advertising as is customarily used for the type of business in which Tenant is engaged. Tenant agrees that in conjunction with any newspaper, radio, television or other media advertising of its business it will include or mention its location within and the name of the Building.

With respect to the Building, Landlord desires to maintain the address of the Building provided in this lease. However, both the Building name and address are subject to change by governmental authorities. In the event of such a change, Landlord will endeavor to notify all Tenants thereof as soon as reasonably possible. Tenant hereby releases and hold Landlord harmless from and for any damages incurred as a result of any change to the name or address of the Building occasioned by a third party.

## 20. BUSINESS HOURS

Intentionally Left Blank

## 21. RULES AND REGULATIONS

Landlord has adopted rules and regulations applicable to the demised Premises and common areas. Initial Tenant rules are contained in the Tenant Handbook attached hereto as Exhibit "D". Landlord shall have the right to amend such rules and regulations, but Landlord must have a commercially reasonable basis for such amendments. Notice of any amendments and supplements thereto shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations provided that the same shall, to the extent practicable, be applied uniformly to all tenants and subtenants. Failure to comply with the rules and regulations as they may exist from time to time shall constitute a default under this lease. In the event of any conflict between the terms of this lease and the Tenant Handbook, the terms of this lease shall govern. *[RULES ARE FOR THE BENEFIT OF ALL THE TENANTS. LANGUAGE INTENDED TO DEMONSTRATE WE WILL NOT MAKE ARBITRARY CHANGES.]*

## 22. HAZARDOUS MATERIALS

The term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § § 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § § 1801 et seq.), the Resource Conservation and

Recovery Act of 1976, as amended (42 U.S.C. § § 6901 et seq.), the regulations adopted and publications promulgated pursuant to the foregoing and any other federal, state or local environmental law, ordinance, rule or regulation.

Tenant agrees that:

(a) Tenant will not cause nor permit a release of Hazardous Materials onto the Premises or any other property adjacent to the Premises as a result of any intentional or unintentional act of Tenant, its assignees, subtenants, agents, contractors, subcontractors or invitees.

(b) Tenant will comply with and ensure compliance by all its assignees, subtenants, agents, contractors, subcontractors or invitees with all applicable federal, state and local laws, ordinances, rules and regulations related to Hazardous Materials.

(c) No Hazardous Materials will be brought upon or stored upon the Premises.

(d) If at any time during or after the term of the lease the Premises are found to be contaminated with Hazardous Materials as a result of the use of the Premises by Tenant, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost, and Tenant agrees to indemnify and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Premises by Tenant. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this lease.

## 23. LANDLORD'S RIGHT OF ENTRY FOR INSPECTION AND MAINTENANCE

Landlord, or its agents, shall have the right to enter the Premises during all reasonable hours to examine the same, to make such repairs, additions or alterations as may be deemed necessary for safety and comfort of tenants, their employees and patrons, and for the preservation and maintenance of the Building, or to exhibit the Premises, and to place on the doors or windows thereof a notice "FOR RENT", at any time within sixty (60) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, additions and/or nuisances which do not conform to this lease or to the rules and regulations of Landlord.

## 24. INDEMNIFICATION, HOLD-HARMLESS AND INSURANCE

Tenant agrees to indemnify and exonerate Landlord from any and all claims, demands and causes of action and any expenses incurred by the Landlord (including without limitation attorney's fees) in defense of such claims, demands and causes of action arising during the term of this lease on or within the Premises or from any act or omission of the Tenant, its agents, representatives, employees, visitors or persons of whatever kind, in connection with the Tenant's use of, or operations in, the Premises and/or the Building. Additionally, Tenant, at its own expense, shall maintain throughout the entire term of this lease, in favor of the Landlord as well as the Tenant, general public liability insurance coverage of not less than One Million Dollars ($1,000,000.00) per occurrence combined single limit broad form/extended bodily injury, death and property damage,. Tenant shall also maintain all risk casualty insurance to cover against loss or damage for the replacement and/or repair of all of Tenant's improvements, furniture, personal property, inventory and trade fixtures in the amount of full replacement cost. All insurance shall be placed with an insurance company acceptable to the Landlord, shall name Landlord as an additional insured for liability policies and shall waive subrogation rights against Landlord for casualty coverage and be issued for periods of not less than one (1) years. On or before the Commencement Date, Tenant shall deliver evidence of such coverages to the Landlord, with a statement by the insurer that it will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. Tenant shall furnish the Landlord with proof of all such insurance at least annually and upon ten (10) days demand of the Landlord

The indemnification provided herein also applies to any mechanics' liens or liens for improvements that were brought about by any act of Tenant.

If any notice of mechanic's lien is filed against the Premises as a result of Tenant's acts, Tenant shall cause such lien to be discharged within ten (10) days after the filing of such notice. Any liens filed with respect to work performed at the direction of Tenant shall attach only to Tenant's estate hereunder. The interest of the Landlord shall not be subject to liens for improvements made by the Tenant.

The above indemnification and exoneration also applies to the interruption of Tenant's business due to natural disasters, power outages and the like. Under no circumstance shall Tenant's obligations to Landlord lapse as a result of outside influences, except for the destruction of the Premises as provided herein.

## 25. DESTRUCTION OF PREMISES

If the Premises are destroyed or so damaged by fire or other casualty during the term of this lease that the Premises are rendered untenantable, Landlord shall have the right but not the obligation to make the Premises tenantable by repairs and Tenant shall not be obligated to pay any rent for the period that the Premises cannot be occupied. If Landlord elects not to repair the Premises, this lease shall be deemed canceled and Tenant shall only be responsible for rent through the date of the casualty. Such cancellation shall be effected by written notice from the Landlord to the Tenant. In the event the Premises are only partially destroyed or damaged by fire or other casualty but not rendered untenantable, Landlord shall promptly repair such damage. In no event shall Landlord be liable to Tenant for any loss of business or income as a result of fire or other casualty and Tenant agrees to protect itself from such loss by appropriate insurance. In no event shall rent abate if the damage or destruction of the Premises, whether total or partial, is the result of the negligence or misconduct of Tenant, its agents or employees, in which case Tenant shall make repairs and replacements subject to approval by Landlord. Landlord shall not be required to make any repairs or replacement of any improvements other than those provided by Landlord in accordance with this agreement, nor shall Landlord be responsible for the replacement of Tenant's furnishings and personal property for which Tenant agrees to protect itself by procuring appropriate insurance.

## 26. EMINENT DOMAIN

If the whole or any substantial part of said Premises be acquired or condemned by eminent domain for any purpose, the term of this lease shall terminate from the date of the vesting of title in such proceeding; and the Tenant shall not be entitled to any part of the award.

## 27.1 TENANT DEFAULT

The following events shall be deemed to be events of default by Tenant under this lease:

(a) Tenant's failure to pay any installment of rental when such failure continues for a period of ten (10) days after the due date or Tenant's failure to pay any other expense as herein provided when such failure continues for a period of ten days after written demand by Landlord.

(c) Tenant or a subtenant of Tenant fails to comply with any term, provision or covenant of this lease, other than the payment of rental or expenses, when such failure continues for a period of twenty (20) days after written notice thereof to Tenant.

(c) Tenant or a subtenant of Tenant doing or permitting to be done anything that creates a lien upon the demised Premises when such lien is not bonded off or satisfied within ten days of demand by Landlord.

(d) Desertion or vacation of the demised Premises.

(e) A failure to maintain the insurance or provide evidence of such insurance as set forth in Section 24 of this Lease.

In the event of any default by the Tenant under this lease, the Landlord may, at its option and without limiting any other right or remedy:

## 27.2 LANDLORD REMEDIES

(a) treat the lease as terminated and resume possession of the Premises, thereafter using the same exclusively as its own for its own purposes, in which case Tenant shall not be liable for any rent accruing thereafter, however, Tenant shall remain liable for and shall pay to Landlord all other damages and costs provided for herein including rental accrued prior to termination of the lease; or

(b) retake possession of the Premises for the account of the Tenant, holding the Tenant for general damages, including the difference between the rentals and other charges stipulated to be paid and what, in good faith, the Landlord is able to recover from a reletting, in which case Tenant shall be liable for and shall pay to Landlord immediately the balance of rent due for the remainder of the lease term, estimating the yearly base rental increase at four percent (4%) per year as set at the time of acceleration, together with all other damages and charges provided for herein. Should Landlord relet the Premises for more than the rent due for the remainder of the lease term, Landlord shall be entitled to the increased amount; or

(c) stand by and do nothing, holding the Tenant liable for the balance of rent due for the remainder of the lease term together with all other damages and charges provided for herein, in which case all remaining rent for the balance of the lease term shall become immediately due and payable, the yearly base rental increase deemed to be four percent (4%) per year as set at the time of acceleration.

In the event Landlord chooses option (a) or (b) above, Landlord may make such additions, alterations or improvements as Landlord in its sole discretion deems necessary for rendering the Premises suitable for reletting.

In the event Landlord chooses option (c) above and Tenant does not pay within ten (10) days of demand, the Landlord may relet the Premises and apply any rental collected to the outstanding balance or judgment without releasing Tenant from liability therefore.

Landlord shall have the right, but not the obligation, to remedy any default of Tenant without waiving the right to proceed against Tenant for such default.

Any waiver of a previous default shall not constitute a waiver of a subsequent default. In the event Tenant is in default, Landlord may accept partial or complete payments of Tenant's outstanding indebtedness without releasing or waiving Landlord's right to collect the balance of such indebtedness or to continue to declare Tenant in default.

## 28. LANDLORD'S ATTORNEY'S FEES AND COSTS

The prevailing party is entitled to recover all costs, including reasonable attorney's fees, incurred by the prevailing party to enforce the provisions of this lease against the other party, to defend against actions brought by the other party arising out of this lease, to determine the rights and obligations of the parties to this lease, and to collect any sums due from the other party under the terms hereof.

## 29. WRITTEN NOTICE

All Notices, to Tenant or Landlord, must be written and delivered via certified mail, return receipt requested or via express courier such as FedEx or UPS. Such mailing to the Tenant or Landlord, to the address set forth below, shall constitute Notice. A change of address is effective upon receipt.

If to Landlord:

ICV Canal Street, LLC
Attn: Asset Management
5750 Genesis Court, Suite 130
Frisco, TX 75034

If to Tenant:

HubArt Connection, Inc. dba The Hub on Canal
132 Canal Street
NSB, FL. 32168

## 30. RIGHTS CUMULATIVE

The rights of the parties shall be cumulative. The failure of either party to insist on a strict performance of any provision herein is not a waiver of such provision in any other instance.

## 31. WAIVER OF JURY TRIAL

The parties (to the fullest extent permitted by law) waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters arising out of this lease or the relationship of Landlord and Tenant.

## 32. NO WAIVER OF LANDLORD'S RIGHTS

Landlord's approval of any act by Tenant requiring Landlord's consent shall not be deemed to render unnecessary the obtaining of Landlord's approval again of any subsequent act by Tenant that requires Landlord's approval. Landlord may, at its option, accept partial payments of Base Rent or Additional Rent without waiving any rights concerning the existence of any monetary or non-monetary Default under the Lease, which Default shall serve and continue unaffected by the receipt of any such partial payment.

## 33. NO LIABILITY OF LANDLORD

It is expressly agreed by the parties that Landlord shall not be liable for any damage, injury or death which may be sustained by Tenant, subtenants, its agents, servants, employees, customers and invitees or other persons, resulting from the intentional acts, carelessness, negligence or improper conduct on the part of any other tenants (or such tenants, servants, employees, agents or invitees), or, unless directly and entirely caused by and due to the gross negligence or willful misconduct of Landlord, by reason of the breakage, leakage or obstruction of the water, sewer or other pipes, or other leakage or condition, or action of whatever nature or cause, in or about the Building. All personal property placed or moved in the Premises shall be at the risk of Tenant or the owner thereof. Landlord shall not be liable for any damage to such personal property, or to the Tenant, arising from any act of negligence of any co-tenant or occupants of Landlord or of any other person.

## 34. COLLATERAL

Tenant hereby pledges and assigns to the Landlord, and grants a lien upon, all furniture, fixtures, goods and chattels of Tenant located on the Premises, as security for the payment of the sums due hereunder. Tenant shall not impair Landlord's security interest therein by any action outside the normal course of business (e.g. removing secured property from the Premises). Tenant further agrees that such lien may be enforced by distress, foreclosure or otherwise at the election of the Landlord, and does hereby agree to pay reasonable attorney's fees incurred by Landlord in perfecting and liquidating such liens, plus all costs and charges incidental thereto. Tenant agrees to execute a financing statement in the form acceptable to Landlord, such as, but not limited to, a U.C.C. Form 1.

## 35. ASSIGNMENT

Tenant shall not assign or encumber this lease, nor assign or transfer in any way, any beneficial interest in Tenant's business, or any part thereof, nor transfer the assets of the business except for sales in the ordinary course of business, without the prior written consent of Landlord.

Tenant shall have the right to sublease portions of the Premises without obtaining prior approval from Landlord, provided that Tenant shall be responsible for ensuring its subtenants comply with the terms of this Lease . Any sublease shall not relieve Tenant the liability hereunder, including without limitation making all of the Rent payments to Landlord on a timely basis and providing the insurance coverage and evidence thereof as set forth in Section 24. Landlord shall have the right to require Tenant to alter its advertising and marketing material for the Premises if, in its reasonable discretion, such materials are not consistent with the Permitted Uses in Section 7 of this Lease, the nature of other businesses at the facility, or the portfolio Tenant provided to Landlord prior to execution of this Lease.

Landlord may assign, sell or otherwise transfer the Premises or this Lease, or Landlord's interest hereunder, without Tenant's consent. In the event of any transfer of Landlord's interest in the Premises or in the real property of which the Premises are a part, Landlord shall be automatically relieved of any and all obligations and liabilities under this Lease accruing from and after the date of such transfer.

## 36. SUCCESSORS, ASSIGNS AND LIABILITY

The terms, covenants, conditions and agreements herein contained and as the same may from time to time hereafter be supplemented, modified or amended shall apply to bind and inure to the benefit of the parties hereto and their respective (pre-approval) successors, legal and personal representatives and assigns. In the event either party now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such persons, firms and/or corporations shall be jointly and severally liable as parties hereunder.

## 37. SUBORDINATION AND ATTORNMENT BY TENANT

This lease is subject and subordinate to all ground or underlying leases, protective land covenants and to all mortgages which may now or hereafter be placed by the Landlord on said Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. The preceding sentence shall be self-operative and any mortgagee or Tenant shall require no further instrument of subordination. In confirmation of such subordination, the Tenant shall execute and deliver promptly any certificate of subordination that the Landlord may request; and the Tenant hereby constitutes and appoints the Landlord the attorney-in-fact of the Tenant to execute any such subordinate certificate on behalf of the Tenant. Provided, however, Tenant's failure to execute such documents upon request shall constitute a default hereunder.

Tenant shall, in the event any proceedings are brought for the foreclosure of the leased Premises or in the event of exercise of the power of sale any mortgage made by the Landlord covering the leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this lease.

Within ten (10) days after request therefore by Landlord, or in the event that upon any sale, assignment or hypothecation of the leased Premises and/or the land thereunder by Landlord an estoppel certificate shall be required from Tenant, Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that there are no defenses or offsets thereto (or stating those claimed by Tenant) and the dates to which rent and other charges have been paid.

## 38. RIGHT OF FIRST REFUSAL/TERMINATION BY LANDLORD

Tenant shall have the Right of First Refusal as set forth in Exhibit E. In the event Tenant does not properly exercise its Right of First Refusal after receiving notice of an Acceptable Offer or fails to close on the purchase of the Premises after exercising its Right of First Refusal, Landlord shall have the right to terminate this Lease upon ninety (90) days prior written notice.

## 39. ESTOPPEL CERTIFICATE

At any time, and from time to time, upon the written request of Landlord or any mortgagee, Tenant within ten (10) days of the date of such written request agrees to execute and deliver to Landlord and/or such mortgagee, without charge and in a form satisfactory to Landlord and/or such mortgagee, a written statement: (a) ratifying this lease; (b) confirming the commencement and expiration dates of the term of this lease; (c) certifying that Tenant is in occupancy of the demised Premises, and that this lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated; (d) certifying that all conditions and agreements under this lease to be satisfied and performed have been satisfied and performed except as shall be stated; (e) certifying that Landlord is not in default under this lease and there are not defenses or offsets against the enforcement of this lease by Landlord, or stating the defaults and/or defenses claimed by Tenant; (f) reciting the amount of advance rental, if any, paid by Tenant and the date to which rental has been paid; (g) reciting the amount of security deposited with, Landlord, if any; and (h) any other information which Landlord or the mortgagee shall require.

## 40. NO RECORDATION

Tenant shall not record this lease nor shall Tenant mention the existence of this lease in any recorded document. Should this lease be recorded by Tenant in violation of this provision, Tenant shall be liable for all damages, cost and expense Landlord incurs as a result of such violation.

## 41. FINANCIAL STATEMENT

If at any time during the term of this Lease Tenant is in default, Landlord may require that Tenant provide then current financial statements of Tenant and any Guarantors hereof. Tenant represents and warrants that all financial statements provided hereunder are true and accurate; inaccuracy thereof shall constitute Tenant default.

**42.** This section intentionally left blank.

**43.** This section intentionally left blank.

## 44. RADON GAS DISCLOSURE

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

## 45. END OF TERM/HOLDING OVER

At the termination or expiration of the Term of this Lease, Tenant shall surrender the Premises to Landlord in as good condition and repair as at the Commencement Date, reasonable wear and tear excepted, and will leave the Premises broom-clean. If not then in default, Tenant shall have the right prior to said termination to remove any equipment, furniture, or other property not attached to the walls or floors of the Premises and placed in the Premises by Tenant, provided that Tenant promptly repairs any damage to the Premises caused by such removal.

Should Tenant continue occupancy of the Premises after expiration or termination of the Lease, Tenant shall become a tenant from month to month upon each and all of the terms herein but in no event shall any such holdings over constitute a renewal or extension of this Lease. During such holding over, Tenant shall pay Base Rent at twice the monthly amount which was payable by Tenant immediately prior to the hold over occurrence, plus Additional Rent and taxes.

## 46. REPRESENTATIONS BY LANDLORD

Tenant hereby acknowledges that neither the Landlord nor the Landlord's agent has made any representations or promises in respect of the Premises other than those herein. Tenant agrees that by taking possession of the Premises Tenant accepts the Premises in the condition existing at the actual commencement date of this lease and agrees to maintain the Premises in the same condition, order and repair excepting only reasonable wear and tear arising from use under this agreement, and to make good to said Landlord, immediately upon demand, any damage to equipment, personal property or any fixture, appliances or appurtenances of the Premises, caused by any act or neglect of Tenant, its employees, agents or invitees. All the aforesaid repairs shall be of quality or class equal to the original work or construction. If Tenant fails after ten (10) days' notice thereof to proceed with due diligence to make the repairs required to be made by Tenant, the repairs may be made by Landlord at the expense of Tenant and the expenses thereof incurred by Landlord shall be collectible by Landlord as Additional Rent after rendition of a bill or statement thereof.

## 47. GRAMMATICAL USAGE

Where the context requires, gender and number shall be deemed interchangeable. If Tenant is composed of several persons or parties, they shall be jointly and severally liable for the obligations of Tenant.

## 48. LEASE - ENTIRE AGREEMENT

This lease constitutes the entire agreement between the parties. No representatives, warranties or promises pertaining to this lease or any property affected by this lease have been made by, or shall be binding on, either of the parties, except as expressly stated in this lease. This lease cannot be changed orally but only by an agreement in writing signed by the party against whom enforcement of any such change is sought.

## 49. CHOICE OF LAW

In any action relating to this Lease Agreement, Florida Law shall apply.

## 50. TIME OF THE ESSENCE

Time is of the essence as to all the terms of this agreement.

***[Signature page to follow.]***

IN WITNESS WHEREOF, the parties have executed and delivered this lease on the date first above written.

WITNESSES:

_____

_____

"LANDLORD": ICV Canal Street, LLC

By: _____

Its: _____

Date: _____

WITNESSES:

_____

_____

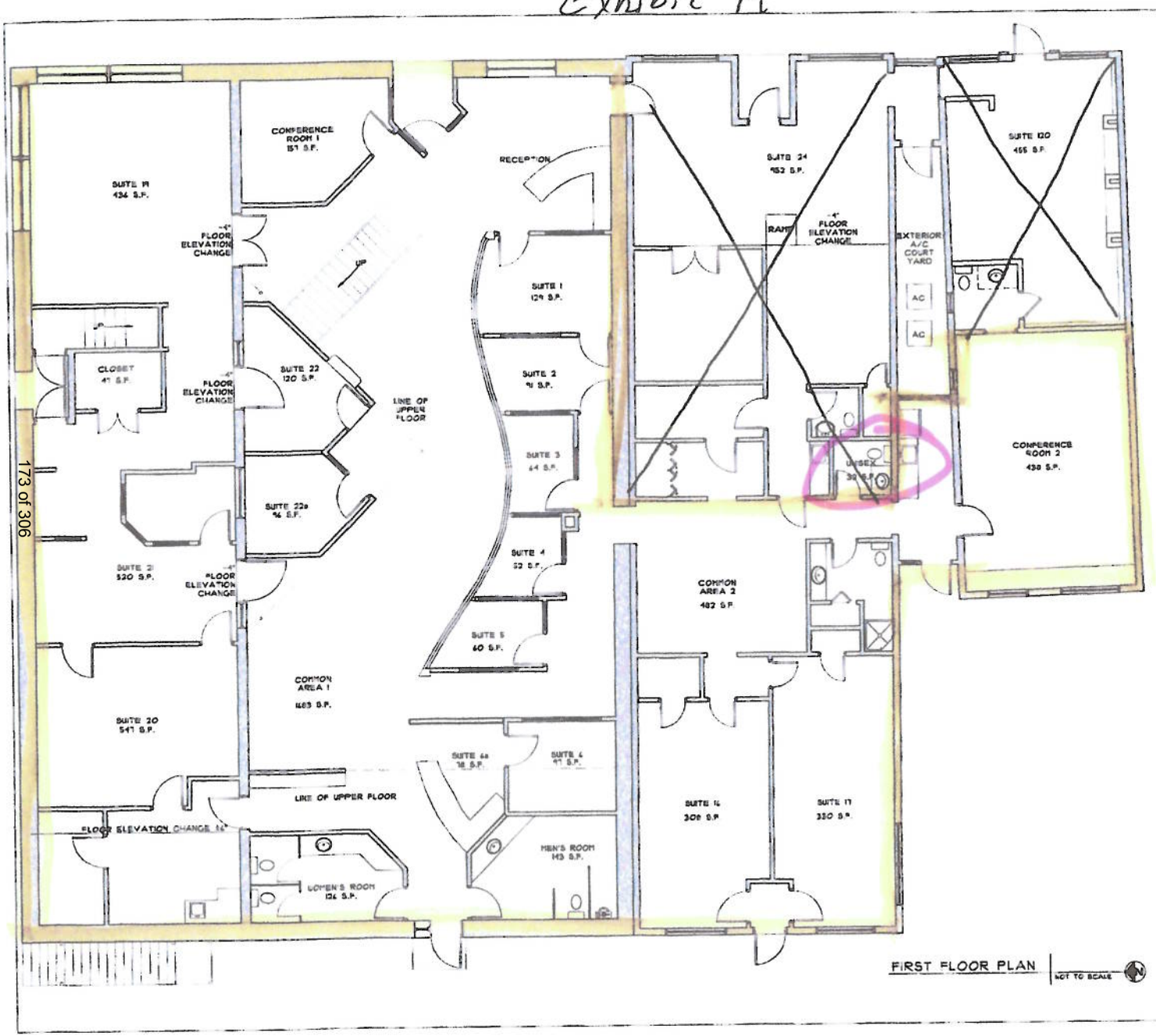
"TENANT": HubArt Connection Inc. dba The Hub on Canal

By: _____

Its: _____

Date: _____

Exhibit A




173 of 306

FIRST FLOOR PLAN — NOT TO SCALE

EXECUTIVE SUITES GROUND FLOOR

| | | |
|---|---|---|
| BUILDING EXTERIOR ** INCLUDES 120 & 124 | | 8912 S.F.** |
| EXEC SUITES BLDG. INTERIOR **INCLUDES PART OF 120 & 124 | | 6543 S.F. ** |
| 124 CANAL | 962 S.F. | |
| 120 CANAL | 455 S.F. | |
| INTERIOR AREA | | 7970 S.F. |
| LEASE ABLE AREA (EXEC) | 2928 S.F. | |
| INTERIOR AREA (120) | 452 S.F. | |
| LEASE ABLE AREA (124) | 455 S.F. | |
| TOTAL LEASE ABLE AREAS | | 4335 S.F. |
| COMMON AREA | 2044 S.F. | |
| STRUCTURE (INTERIOR) | 551 S.F. | |
| STRUCTURE (EXTERIOR) | 1959 S.F. | |

| SUITE | S.F. |
|---|---|
| SUITE 1 | 129 S.F. |
| SUITE 2 | 91 S.F. |
| SUITE 3 | 64 S.F. |
| SUITE 4 | 52 S.F. |
| SUITE 5 | 60 S.F. |
| SUITE 4a | 78 S.F. |
| SUITE 4 | 97 S.F. |
| SUITE 16 | 308 S.F. |
| SUITE 17 | 330 S.F. |
| SUITE 19 | 434 S.F. |
| SUITE 20 | 541 S.F. |
| SUITE 21 | 520 S.F. |
| SUITE 22 | 120 S.F. |
| SUITE 22a | 94 S.F. |
| LEASE ABLE AREA | 2928 S.F. |

COMMON AREA

| | |
|---|---|
| CONFERENCE ROOM 1 | 151 S.F. |
| CONFERENCE ROOM 2 | 438 S.F. |
| UNISEX | 32 S.F. |
| MEN'S ROOM | 143 S.F. |
| WOMEN'S ROOM | 124 S.F. |
| COMMON AREA 1 | 483 S.F. |
| COMMON AREA 2 | 482 S.F. |
| TOTAL COMMON AREA | 2044 S.F. |
| STRUCTURE (INTERIOR) | 551 S.F. |

90% PROGRESS DRAWING

GERARD J. PENDERGAST
ARCHITECTURE/PLANNING
AR 0008947
120 CANAL STREET NEW SMYRNA BEACH, FLORIDA 32169
PH. (386) 427-5502 FAX. (386) 427-5501

EXECUTIVE SUITES
121 CANAL STREET
NEW SMYRNA BEACH FL 32169

DATE 04/06/10

| | | |
|---|---|---|
| DATE 01/01/10 | EXECUTIVE SUITES<br>121 CANAL STREET<br>NEW SMYRNA BEACH, FL 32169 | GERARD J. PENDERGAST<br>ARCHITECTURE/PLANNING<br>AR 0018441 |

90% PROGRESS DRAWING

| EXECUTIVE SUITES SECOND FLOOR | |
|---|---|
| TOTAL AREA | 3400 S.F. |
| LEASE ABLE AREA | 2254 S.F. |
| COMMON AREA | 1033 S.F. |
| STRUCTURE | 341 S.F. |
| SUITE | S.F. |
| SUITE 1 | 225 S.F. |
| SUITE 1a | 102 S.F. |
| SUITE 8 | 104 S.F. |
| SUITE 9 | 93 S.F. |
| SUITE 10 | 97 S.F. |
| SUITE 11 | 104 S.F. |
| SUITE 12 | 36 S.F. |
| SUITE 13 | 84 S.F. |
| SUITE 14 | 94 S.F. |
| SUITE 15 | 226 S.F. |
| LEASE ABLE AREA | 1014 S.F. |
| MECH ROOM | 240 S.F. |
| CIRCULATION | 423 S.F. |
| MEZZANINE | 341 S.F. |
| GALLEY | 14 S.F. |
| COMMON AREA | 1033 S.F. |
| STRUCTURE | 341 S.F. |




SECOND FLOOR PLAN SCALE: 3/16" = 1'-0"

## EXHIBIT "D"
## TENANT HANDBOOK

This Tenant Handbook is designated to emphasize those areas that require the most attention and cooperation between Tenant and Landlord in the operation of Landlord. They are not intended to eliminate or change the provisions of your Lease. These guidelines are in no way all-inclusive and may be expanded, altered, or revised periodically.

We recommend you keep this Handbook in a handy location for all employees for easy access. Please review these guidelines with your personnel to insure their familiarity, complete cooperation, and the continuance of what we know will be a long and profitable relationship during your tenancy.

### TENANT FINANCIAL OBLIGATIONS:

As a tenant of Landlord, there are financial obligations that need to be fulfilled on a regular basis.

All rental obligations are payable to the Landlord in advance by the first day of each month. These monthly remittances should be made payable to "ICV Canal Street, LLC" at the following address:

5750 Genesis Court
Suite 130
Frisco, TX 75034

Your monthly remittance should include monies for the following Lease obligations:

1) Monthly base rent/additional rent
2) Sales tax

### GENERAL MAINTENANCE:

The following diagram illustrates the responsibilities of the Landlord and the Tenant:

### TENANT AND LANDLORD MAINTENANCE OBLIGATIONS

| Items | Responsibility (T=Tenant, L=Landlord) |
|---|---|
| Structural | L |
| Sprinkler (If any) | T |
| HVAC | L |
| Plumbing - main | L |
| Plumbing – Premises | T |
| Electrical | L |
| Doors | T |
| Glass | T |
| Signs | T |
| Floor/Carpet | T |
| Painting/Interior Wall | T |
| Storefront | T |
| Interior Light Fixtures & Lamps | T |
| Handheld Fire Extinguishers | T |
| Security System | T |

All foregoing maintenance obligations are to be paid for by the party listed as responsible.

## TENANT RULES

### TRASH, REFUSE AND GARBAGE:

All trash must be secured in trash bags. Boxes must be broken down before they are placed in trash dumpsters. Prior to removal from the store, each Tenant is responsible for the storage of store trash, refuse and garbage. Waste must be retained in rat-proof containers inside the Tenant Premises until ready for removal. Metal or polyethylene trash receptacles must be equipped with firm fitting lids. All sweepings are to be kept in covered containers to minimize any potential fire hazard. The Landlord will advise tenants of collection days.

Tenants are NOT to dispose of the following items in sinks or commodes:

Plastic products, plastic bags, straws, boxes, cups, sanitary napkins, tea bags, cooking fats or oils, petroleum products of any type (gasoline, naphtha, kerosene, lubricating oils) or paint products of any type (thinner, brushes) and no paper towels.

The incorrect disposal of these items or related items could cause a shutdown of the plumbing systems serving your location and other Tenant spaces.

### USE OF COMMON AREA:

No merchandise of any kind at any time is to be placed, exhibited or displayed outside any Tenant's Premises except with written permission of Landlord. Additionally, no vending machines of any kind are to be placed in or on any common area of the center.

No Tenant sale of merchandise by tent sale, truckload or the like will be permitted on the parking lot or other common areas. Sidewalk sales must have the prior approval of Landlord and participation must be open to all stores.

Use of the common areas of Landlord is at the sole discretion and option of Landlord. Use of these areas by civic, community or other "outside" organizations or groups is at the sole discretion and option of Landlord. Your cooperation in this regard will insure good relation with your neighboring tenants.

### DELIVERIES:

Tenants are requested to advise their common carriers to deliver all merchandise to their service entrances Monday through Friday.

### EMPLOYEE PARKING:

No employee parking is provided.

### PETS:

Pets are not allowed in the store or in the common areas.

### TENANT ADVERTISING:

Other than original store identification signs, no advertising medium is to be kept on walls, standards, sidewalks, parking lot area, light poles, Tenant windows, car windshields or any other common area property.

Tenants shall not permit the use of any advertising medium that can be heard or experienced outside of the Tenant's Premises. Such items may include flashings, search lights, loud speakers, phonographs, radios, televisions, video screens, organs and any other items which can be heard or experienced in a disruptive manner.

Permission to exhibit or display any banner, pennant, sign, etc., trade seasonal decorations of any size, style or material, outside the Tenant's leased Premises must be obtained in advance and in writing from Landlord. Tenant shall maintain all windows of the Premises in a clean and orderly condition and agrees to decorate said windows in a professional and attractive manner. Tenant shall, upon written notice from Landlord, immediately remove or modify any signs, exhibits, displays or decorations that Landlord or Landlord deems unacceptable, in Landlord's sole discretion.

A pleasant and attractive atmosphere for your customers, business invitees and employees has been created by the fine treatment of storefronts, furnishings, décor and landscaping. To maintain this atmosphere, your cooperation is cordially solicited and constantly needed.

## EXTERIOR EQUIPMENT INSTALLATION:

Unless granted by Lease, no radio, television or other communication antenna equipment or device is to be mounted, attached or secured to any part of the roof, exterior surface or anywhere outside the Tenant's demised Premises without prior written consent of The Landlord.

## FIRE PROTECTION AND SAFETY:

All Tenants without exception must observe all National, State and Local sanitary and safety codes and regulations.

Tenants are requested to keep the Premises in a safe and clean condition, observe NO PARKING and traffic control signs where applicable, and keep flammable materials in approved containers.

Suitable and approved fire extinguishers must be available in highly visible areas as designated by applicable codes and regulations. Extinguishers must be inspected periodically and be in working condition at all times.

Tenants are requested to inform their personnel to be aware of fire prevention and other safety procedures as listed below.

1. All obsolete or unused flammable materials, fixtures, displays, etc. should be disposed of at once.

2. Keep all storage away from your electrical transformer and water heater, if applicable.

3. Keep exits clean and unobstructed at all times.

4. Maintain a minimum 18 inch clearance below all sprinkler heads.

5. Keep all flammable cleaning materials, waxes, etc. in a closed metal container at all times.

6. Enforce NO SMOKING in unauthorized areas.

7. Do not overload electrical circuits with extension cords and/or other non-standard type electrical work. Check for frayed fixture wiring. Check for proper grounding.

8. Alert personnel to immediately report to you any situation that could cause a fire or accident.

A list of emergency phone numbers should be posted for easy access in the Tenant's Premises.

# EXHIBIT E – RIGHT OF FIRST REFUSAL

Landlord grants to Tenant a one-time right of first refusal with respect to the sale of the Premises.

**Notice of Acceptable Offer**
If at any time during the Term, Landlord receives a bonafide offer acceptable to Landlord for the sale of the Premises, then, Landlord shall notify Tenant that an acceptable offer has been received (the "Acceptable Offer").

**Exercise by Tenant**
Tenant shall have a period of 14 calendar days after receiving notice of the Acceptable Offer to notify Landlord in writing that Tenant elects to exercise its right of first refusal to purchase the Premises. If Tenant elects to purchase the Premises, Landlord agrees to sell the Premises to Tenant under the same terms as the Acceptable Offer. Tenant must execute the Purchase Agreement and pay the earnest money deposit within 21 days after receiving the notice of Acceptable Offer, and this Right of First Refusal and will terminate in the event it fails to do so. This Right of First Refusal will also terminate if the Purchase Agreement is signed, but Tenant fails to close the purchase in the time frame and as otherwise provided for in the Purchase Agreement.

**Waiver by Tenant**
If Tenant does not notify Landlord within the 14 day period of Tenant's intent to exercise its right of first refusal, Landlord shall be free to sell the Premises to the buyer who made the Acceptable Offer. If Tenant notifies Landlord within the 14 day period that Tenant will not exercise its right of first refusal, this right of first refusal shall immediately terminate.

**Term**
The term of this right of first refusal shall coincide with the Term of the Lease.

Volusia County Appraisers Office

**The Volusia County Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The values shown in the Total Values section at the end of the Property Record Card are "Working Tax Roll" values, as our valuations proceed during the year. These Working Values are subject to change until the Notice of Proposed Taxes (TRIM) are mailed in mid-August. For Official Tax Roll Values, see the History of Values section within the property record card below.**

| Last Updated: 01-24-2012<br>Today's Date: 1-26-2012 | Volusia County Property Appraiser's Office<br>Property Record Card (PRC)<br>Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A.<br>Property Appraiser | | Volusia County FLORIDA |
|---|---|---|---|
| Full Parcel ID<br>Short Parcel ID | 41-17-34-38-01-0430<br>7441-38-01-0430 | Mill Group | 601 New Smyrna Beach |
| Alternate Key | 3878973 | 2011 Final Millage Rate | 22.91140 |
| Parcel Status | Active Parcel | PC Code | 11 |
| Date Created | 06 JAN 1982 | | |
| Owner Name | ICV CANAL STREET LLC | | GO TO ADD'L OWNERS |
| Owner Name/Address 1 | % MARVIN F POER & CO | | |
| Owner Address 2 | 3520 PIEDMONT RD NE STE 410 | | |
| Owner Address 3 | ATLANTA GA | | |
| Owner Zip Code | 30305 | | |
| Location Address | 132 CANAL ST NEW SMYRNA BEACH 32168 | | |

## LEGAL DESCRIPTION

GO TO ADD'L LEGAL

W 60 FT OF LOTS 43 & 44 EXC E 1.73 FT ON N/L BLK 1 ANDREWS N
EW SMYRNA PER OR 4601 PGS 0681-0684 PER OR 5783 PG 1268 PER

## SALES HISTORY

GO TO ADD'L SALES

| # | BOOK | PAGE | DATE | INSTRUMENT | QUALIFICATION | IMPROVED? | SALE PRICE |
|---|---|---|---|---|---|---|---|
| 1 | 6399 | 0761 | 9/2009 | Certificate of Title | Multi parcel sale | Yes | 100 |
| 2 | 5850 | 4186 | 5/2006 | Warranty Deed | Multi parcel sale | Yes | 2,050,000 |
| 3 | 5850 | 4181 | 5/2006 | Warranty Deed | Multi parcel sale | Yes | 100 |

## HISTORY OF VALUES

GO TO ADD'L HI

| YEAR | LAND | BLDG(S) | MISC | JUST | ASD | SCH ASD | NS ASD | EXEMPT | TXBL | SCH TXBL | ADI EX |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2011 | 117,280 | 358,507 | 0 | 475,787 | 475,787 | 475,787 | 475,787 | 0 | 475,787 | 475,787 | 0 |
| 2010 | 146,600 | 358,510 | 0 | 505,110 | 505,110 | 505,110 | 505,110 | 0 | 505,110 | 505,110 | 0 |

## LAND DATA

| CODE | TYPE OF LAND USE | FRONTAGE | DEPTH | # OF UNITS | UNIT TYPE | RATE | DPH | LOC | SHP | PHY | JUST VAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1100 | STORE 1FLR | 60.0 | 140.0 | 5864.00 | SQUARE FEET | 20.00 | 100 | 100 | 100 | 100 | 117,280 |

| NEIGHBORHOOD CODE | C7827 | CANAL STREET |
|---|---|---|

| | |
|---|---|
| TOTAL LAND CLASSIFIED | 0 |
| TOTAL LAND JUST | 117,280 |

## BUILDING CHARACTERISTICS

**BUILDING 1 OF 1** GO TO BLDG SKETCH

| | | | | | | |
|---|---|---|---|---|---|---|
| Physical Depreciation % | 15 | Next Review | 2999 | Obsolescence | Functional | 5% |
| | | Year Built | 1913 | | Locational | 0% |
| Quality Grade | 300 | Architecture | | | Base Perimeter | 0 |

## BUILDING CHARACTERISTICS

| | | | |
|---|---|---|---|
| PROPERTY TYPE | Store (One Story) | EXTERIOR WALL TYPE | % |
| STRUCTURE TYPE | Concrete / Masonry Walls | Unknown | 82 |
| | | Unknown | 18 |

## BUILDING REFINEMENTS

| Description | # of Units | Unit Type |
|---|---|---|
| Baths, 3-Fixture | 1 | UB |
| Baths, 4-Fixture | 1 | UB |

| Section # | Wall Height | # Of Stories | Year Built | Bsmt % | Ground Floor Area | Interior Finish(es) | % | Sprinkler | AC? |
|---|---|---|---|---|---|---|---|---|---|
| 3 | 7.00 | 1 | 1999 | 0.00 | 60 | Canopy (CAN) | 1.00 | No | No |
| 4 | 4.00 | 1 | 1999 | 0.00 | 16 | Patio (PTO) | 1.00 | No | No |
| 6 | 10.00 | 2 | 1999 | 0.00 | 3030 | Office multi story | 100.00 | Yes | Yes |
| 7 | 20.00 | 1 | 1913 | 0.00 | 1980 | Office, 1 story | 4.00 | No | No |
| | | | | | | Non - Mezzanine area | 26.00 | No | No |
| | | | | | | Office, 1 story | 29.00 | Yes | Yes |
| | | | | | | Service shop | 41.00 | Yes | Yes |
| 8 | 10.00 | 1 | 1999 | 0.00 | 30 | Canopy (CAN) | 1.00 | No | No |

## MISCELLANEOUS IMPROVEMENTS

| TYPE | NUMBER UNITS | UNIT TYPE | LIFE | YEAR IN | GRADE | LENGTH | WIDTH | DEPR. VALUE |
|---|---|---|---|---|---|---|---|---|

**PLANNING AND BUILDING**

| PERMIT NUMBER | PERMIT AMOUNT | DATE ISSUED | DATE COMPLETED | DESCRIPTION | OCCUPANCY NBR | OCCUPANCY BLDG |
|---|---|---|---|---|---|---|
| 6/2800 | 0.00 | 8-29-2006 | Unknown | | | 0 |

**TOTAL VALUES**

The values shown in the Total Values section at the end of the Property Record Card are "Working Tax Roll" values, as our valuations proceed during the year. These Working Values are subject to change until the Notice of Proposed Taxes (TRIM) are mailed in mid-August. For Official Tax Roll Values, see the History of Values section above.

**The Volusia County Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.**

| | | | | |
|---|---|---|---|---|
| Land Value | 117,280 | | New Construction Value | 0 |
| Building Value | 358,507 | | City Econ Dev/Historic Taxable | 0 |
| Miscellaneous | 0 | | | |
| Total Just Value | 475,787 | | Previous Total Just Value | 475,787 |
| School Assessed Value | 475,787 | | Previous School Assessed | 475,787 |
| Non-School Assessed Value | 475,787 | | Previous Non-School Assessed | 475,787 |
| Exemption Value | 0 | | Previous Exemption Value | 0 |
| Additional Exemption Value | 0 | | Previous Add'l Exempt Value | 0 |
| School Taxable Value | 475,787 | | Previous School Taxable | 475,787 |
| Non-School Taxable Value | 475,787 | | Previous Non-School Taxable | 475,787 |

MapIT | PALMS | Map Kiosk

Parcel Notes

**MapIT: Your basic parcel record search including sales.**

**PALMS: Basic parcel record searches with enhanced features.**

**Map Kiosk: More advanced tools for custom searches on several layers including parcels.**

Exhibit c.

Statement of rent reasonableness.

Exhibit d.

Incorporation papers.

**Hubart Connection, Inc.**

**BYLAWS**

**Article 1**

**GENERAL**

Section 1.1 Name. The name of the corporation shall be:

**Hubart Connection, Inc.**

Section 1.2 Nonprofit Purposes. Hubart Connection, Inc. is a nonprofit corporation and is organized and shall be operated exclusively for charitable, religious, or educational purposes. Hubart Connection, Inc. is also organized to promote, encourage, and foster any other similar charitable, religious, or educational, activities; to do any and all lawful acts and things which may be necessary and useful, suitable, or proper for the furtherance of the purposes of Hubart Connection, Inc.; to engage in any lawful business or activities related thereto; and to engage in any lawful act or activity for which Corporations may be organized under the Florida Non Profit (sec. 617 F.S.) Statutes.

Section 1.3 Nonprofit Activities. No part of the net earnings of Hubart Connection, Inc. shall inure to the benefit of or be distributable to its incorporators, directors, officers, or other private persons, except that Hubart Connection, Inc. shall be authorized and empowered to pay reasonable compensation for service rendered and to make payments and distributions in furtherance of its purposes as set forth in the Articles of Incorporation. No substantial part of the activities of Hubart Connection, Inc. shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and Hubart Connection, Inc. shall not participate in, or intervene in (by the publication or distribution of statements or otherwise) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Bylaws, Hubart Connection, Inc. shall not carry on any other activities not permitted to be carried on by: (1) a Corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or a successor statute of similar import (hereinafter the "Code") or (2) a Corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

Section 1.4 Regulation of Internal Affairs Hubart Connection, Inc. shall seek such sources of support, including the solicitation of grants from private units and direct or indirect contributions from the general public, as will enable it to qualify as a publicly supported organization as defined in Sections 170(b)(1)(A)(vi) and 509(a)(1) of the Code. However, for any period during which Hubart Connection, Inc. is a "private foundation" as defined by Section 509 of the Code. Hubart Connection, Inc. shall be subject to the following restrictions and prohibitions.

Section 1.4.1. Hubart Connection, Inc. shall make distributions for each taxable year at such time and in such manner as not to become subject to the tax imposed on undistributed income by Section 4942 of the Code.

Section 1.4.2. Hubart Connection, Inc. shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code.

Section 1.4.3. Hubart Connection, Inc. shall not retain any excess business holdings which will subject it to tax under Section 4943 of the Code.

Section 1.4.4. Hubart Connection, Inc. shall not make any investments in a manner such as to subject it to tax under Section 4944 of the Code.

Section 1.4.5. Hubart Connection, Inc. shall not make any taxable expenditure as defined in Section 4945(b) of the Code.

Section 1.5 Dissolution or Liquidation. Upon the winding up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of Hubart Connection, Inc., assets shall be distributed to ministries or organizations with current tax-exempt status under IRC §501(c)(3). Any such assets not so disposed of shall be disposed of by a Court of competent jurisdiction of the county in which the principal office of Hubart Connection, Inc. is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

**Article 2**

**OFFICES**

Section 2.1 Registered Office and Agent. Hubart Connection, Inc. shall continuously maintain a registered office Hubart Connection, Inc. and registered agent within the State of Florida.

Section 2.2 Principal Office. Hubart Connection, Inc. shall be located at such place as shall be determined from time to time by the board of directors.

Section 2.3 Additional Offices. Hubart Connection, Inc. may also have offices at such other places

as the board of directors may from time to time determine and the business of Hubart Connection, Inc. may require.

## Article 3

## SEAL

Hubart Connection, Inc. shall have a seal consisting of two concentric circles, between which shall be inscribed the name of Hubart Connection, Inc., and in the center of which shall be inscribed the year of its organization. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced, or by writing the word "SEAL" beside the signature of an authorized officer of Hubart Connection, Inc.

## Article 4

## DIRECTORS

Section 4.1 Number and Term. The board of directors shall consist of not less than 3 nor more than 11 persons, as may be determined from time to time by resolution of the board of directors of Hubart Connection, Inc. Directors shall serve for a term of two (2) years or until their successors are elected and qualify in their stead.

Section 4.2 Powers. The property, affairs, and business of Hubart Connection, Inc. shall be managed by its board of directors, which may exercise all such powers of Hubart Connection, Inc. and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws prohibited.

Section 4.3 Committees. The board of directors of Hubart Connection, Inc. may elect two or more persons from among its own number to serve as special and standing committees, such as the board may determine are necessary, which shall have such powers and duties as shall from time-to-time be prescribed by the board. All actions by any board committee shall be reported to the board of directors at the meeting next succeeding such action.

Section 4.4 Removal. Any director may be removed from the board with or without cause by a majority vote of the directors of Hubart Connection, Inc. at any meeting duly called and at which a quorum is present.

Section 4.5 Transactions with Interested Directors. No contract or other transaction between Hubart Connection, Inc. and one or more of its directors; or between Hubart Connection, Inc. and any other entity, of which one or more directors, officers, or trustees are also directors of Hubart Connection, Inc., or has a financial interest; shall be neither void nor voidable if:

Section 4.6.1. The material facts of the transaction and the director's interest are disclosed or known to the board of directors or a committee of the board of directors which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; and

Section 4.6.2. The contract or transaction is fair and reasonable to Hubart Connection, Inc.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors (or a committee thereof) which authorizes, approves, or ratifies such contract or transaction.

Notwithstanding the above, no loan shall be made by Hubart Connection, Inc. to any of its directors or officers, as provided further in Article 7 of these Bylaws.

Section 4.7 Compensation of Directors. Directors and members of any committee of the board of directors shall serve without compensation but shall be entitled to reimbursement for any reasonable expenses incurred in attending such meetings. Any director receiving reimbursement under these provisions shall not be barred from serving Hubart Connection, Inc. in any other capacity and receiving reasonable compensation for such other services.

## Article 5

## MEETINGS OF THE BOARD OF DIRECTORS

Section 5.1 Notice. Regular and special meetings of the board may be held without notice at such time and place either within or outside the State of Florida as shall from time to time be determined by the board.

Section 5.2 Waiver of Notice. Whenever any notice of the meetings of the board is required to be given under the provisions of the statutes or of the Articles of Incorporation, or by these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance at a meeting by a person entitled to notice shall constitute a waiver of proper notice of such meeting, except where attendance is for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

Section 5.3 Quorum. A majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present and voting at a duly constituted meeting of the board shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation or by these Bylaws.

Section 5.4 Action Without a Meeting. Any action required or permitted to be taken at a meeting of the board of

directors or by a committee thereof may be taken without a meeting, by means of telephone, mail, telegram, cable, or in any other way the directors shall decide. However, a written consent setting forth the action so taken and signed by all the members of the board or of a committee, as the case may be, must be filed with the minutes of proceedings of the board or the committee.

Section 5.5 Participation by Conference Telephone. Members of the board of directors or of any committee thereof may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at such meeting. When such a meeting is conducted by means of a conference telephone or similar communications equipment, a written record shall be made of the action taken at such meeting.

## Article 6

## OFFICERS

Section 6.1 Number and Positions. The officers of Hubart Connection, Inc. shall be elected by the board of directors and shall be the chair, vice-chair, secretary, and treasurer. The board may also elect one or more assistant secretaries and assistant treasurers. Two or more offices may be held by the same person except that the offices of the chair and secretary may not be held by the same person. Except as otherwise provided, the officers may, but need not be, directors of Hubart Connection, Inc. The board may elect such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 6.2 Term of Office. The board of directors shall elect officers of Hubart Connection, Inc., who shall serve at the pleasure of the board, and shall hold office until their successors are chosen and qualify, or until death, resignation, or removal. Any officer elected by the board of directors may be removed at any time by the affirmative vote of a majority of the whole board of directors, whenever, in their judgment, the best interest of Hubart Connection, Inc. will be served thereby. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the board of directors. In case of the absence or disability of an officer of Hubart Connection, Inc., or in any other case that the board of directors may deem sufficient reason therefore, the board of directors, by a majority vote, may delegate for the time being any or all of the powers or duties of any officer to any other officer, director, or any other person.

Section 6.3 Chair. The chair shall, if present, preside at all meetings of the board of directors, and shall be an ex-officio member of all committees established by the board, and shall perform such duties and assume such responsibilities as may be from time to time assigned to him/her from the board of directors or prescribed by the Bylaws. He/she shall be a director of Hubart Connection, Inc. and shall neither enjoy advantage nor suffer limitation as a director of Hubart Connection, Inc. by virtue of his position. The chair shall make reports to the board of directors, shall have the general powers and duties of management usually vested in the office of the chair of a Institute, and shall have such other rights, duties, and powers as are authorized by the board of directors. The vice-chair shall assume the role and duties of the chair in the chair's absence.

Section 6.5 Secretary. The secretary, or an assistant secretary shall attend all meetings of the board and shall record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. The secretary shall give, or cause to be given, such notice as is required of all meetings of the board of directors and shall perform such other duties as may be prescribed by the board of directors, or chair. The secretary shall keep in safe custody the seal of Hubart Connection, Inc. and, when authorized by the board, affix the same to any instrument requiring it, and when so affixed it shall be attested by his signature or by the signature of the treasurer or an assistant secretary.

Section 6.6 Assistant Secretaries. If the board of Hubart Connection, Inc. establishes any assistant secretaries, such assistant secretaries in order of their seniority shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary, and shall perform such other duties as the board of directors shall prescribe.

Section 6.7 The Treasurer. Except as the board of directors may otherwise determine, the treasurer shall deliver all funds and securities of Hubart Connection, Inc. which may come into his hands to such bank or trust company as the directors shall designate as a depository, and shall keep full and accurate accounts of receipts and disbursements in books belonging to Hubart Connection, Inc. The treasurer shall disburse the funds of Hubart Connection, Inc. as may be ordered by the board, taking proper vouchers for such disbursements, and shall render to the chair and directors, at the regular meetings of the board or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of Hubart Connection, Inc. If required by the board of directors, the treasurer shall give Hubart Connection, Inc. a bond in such sum and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his office, and for the restoration to Hubart Connection, Inc., in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in possession or under

the control of the treasurer, belonging to Hubart Connection, Inc.

Section 6.8 Assistant Treasurers. If the board of Hubart Connection, Inc. establishes any assistant treasurers, such assistant treasurers in the order of their seniority shall, in the absence or disability of the treasurer, shall perform the duties and exercise the powers of the treasurer, and shall perform such other duties as the board of directors shall prescribe.

## Article 7

## FISCAL MATTERS

Section 7.1 Deposits. The board of directors shall select banks, trust companies, or other depositories in which the funds of Hubart Connection, Inc. not otherwise employed shall, from time to time, be deposited to the credit of Hubart Connection, Inc.

Section 7.2 Checks. All checks or demands for money and notes of Hubart Connection, Inc. shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.3 Fiscal Years. The board of directors shall have the power to fix, and from time to time to change, the fiscal year of Hubart Connection, Inc. Unless otherwise fixed by the Board, the fiscal year shall commence on January 1 and shall terminate on the following December 31.

Section 7.4 Loans to Directors and Officers Prohibited. No loans shall be made by Hubart Connection, Inc. to any of its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to Hubart Connection, Inc. for the amount of such loan until it is repaid.

## Article 8

## INDEMNIFICATION

Section 8.1 Indemnification Generally. To the maximum extent permitted by Florida law, each director or officer, of Hubart Connection, Inc. and each former director or officer of Hubart Connection, Inc. and their heirs, executors, and administrators shall be indemnified by Hubart Connection, Inc. against settlement payments, judgments, fines, excise taxes, losses and reasonable costs and expenses (including legal fees) incurred in connection with any claim, action, suit, or proceeding to which such individual may be made a party by reason of his or her being or having been a director or officer of Hubart Connection, Inc. or by reason of action taken by said director or officer, if such director or officer acted in a manner he or she believed in good faith to be in or not opposed to the best interests of Hubart Connection, Inc. and, in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The foregoing rights and indemnification shall not be exclusive of any other rights to which any person may be entitled according to law and shall in no way restrict any immunity conferred on said director or officer or Hubart Connection, Inc. by law.

Section 8.2 Insurance. By action of the board of directors notwithstanding any interests of the directors in such action, Hubart Connection, Inc. shall, subject to Section 8.1, purchase and maintain insurance, in such amounts and at such time as that board may deem appropriate, on behalf of any person indemnified hereunder against any liability asserted against such person and incurred by such person in such person's capacity of or arising out of such person's status as an agent of Hubart Connection, Inc., whether or not Hubart Connection, Inc. would have the power to indemnify that person against such liability under applicable provisions of law. Hubart Connection, Inc. may also purchase and maintain insurance, in such amounts as the board may deem appropriate, to insure Hubart Connection, Inc. against any liability, including without limitation, any liability for the indemnification provided in this Article.

Section 8.3 Right to Impose Conditions to Indemnification. Hubart Connection, Inc. shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, to the extent permitted by Florida law, such reasonable requirements and conditions as the board of directors may deem appropriate in each specific case, including but not limited to any one or more of the following: (a) that any counsel representing the person to be indemnified in connection with the defense or settlement of any action shall be counsel that is mutually agreeable to the person to be indemnified and to Hubart Connection, Inc.; (b) that Hubart Connection, Inc. shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the person to be indemnified; and (c) that Hubart Connection, Inc. shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified person's right of recovery, and that the person to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to Hubart Connection, Inc.

Section 8.4 Limitation on Indemnification. Notwithstanding any other provision of these Bylaws, Hubart Connection, Inc. shall neither indemnify any person or purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with qualification of Hubart Connection, Inc. as an organization described in Section 501(c)(3) of the Internal Revenue Code or would result in liability under Section 4941 of the Internal Revenue Code.

## Article 9

## AMENDMENTS

Section 9.1 Amendment of Bylaws: General. With the exception of the provision for amendment, alteration or repeal of Bylaws set forth in Bylaws Section 9.2, these Bylaws may be amended, altered, or repealed by the affirmative vote of a majority of the board of directors at any regular meeting of the board or at any special meeting of the board if notice of the proposed alteration or repeal is contained in the notice of such meeting or notice is properly waived as outlined in Article 5 of these Bylaws. Notice of any meeting of the board of directors in which the proposed amendment, alteration, or repeal of these Bylaws is contained shall be in writing and shall be mailed to each director not less than three days prior to the meeting.

Section 9.2 Amendment of Articles of Incorporation and Certain Bylaws. Notwithstanding the provision for amendment, alteration or repeal of Bylaws set forth generally in Bylaws Section 9.1, no portion of Bylaws Article 4 (pertaining to Directors of Hubart Connection, Inc.), Bylaws Article 10 (pertaining to control of lobbying activities of Hubart Connection, Inc.), this Bylaws Article 9 (pertaining to Amendments), nor any provision of the Articles of Incorporation, shall be amended, altered, or repealed except by the affirmative vote of three-fourths of the board of directors of Hubart Connection, Inc., at any regular meeting of the board of Hubart Connection, Inc. or at any special meeting of the board if notice of the proposed amendment, alteration, or repeal is contained in the notice of such meeting or notice is properly waived as prescribed in Article 5 of these Bylaws. Notice of any meeting of the board of directors in which the proposed amendment, alteration, or repeal of these Bylaws provisions or provision of the Articles of Incorporation is contained shall be in writing and shall be mailed to each director not less than three days prior to the meeting.

Chair 5/19/2011 Date

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-31-2011

Employer Identification Number:
45-2422374

Form: SS-4

Number of this notice: CP 575 A

HUBART CONNECTION INC
1620 N INDIAN RIVER ROAD
NEW SMYRNA BEACH, FL 32169

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

## WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-2422374. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120 03/15/2012

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

(IRS USE ONLY) 575A 05-31-2011 HUBA B 9999999999 SS-4

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.**
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Keep this part for your records. CP 575 A (Rev. 7-2007)

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Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 05-31-2011
EMPLOYER IDENTIFICATION NUMBER: 45-2422374
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

HUBART CONNECTION INC
1620 N INDIAN RIVER ROAD
NEW SMYRNA BEACH, FL 32169

**Conflict of Interest Policy**
**Hubart Connection, Inc.**

## Article I
## Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

## Article II
## Definitions

1. **Interested Person**
Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. **Financial Interest**
A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
**a.** An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
**b.** A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
**c.** A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

## Article III
## Procedures

1. **Duty to Disclose**
In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all

material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. **Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. **Procedures for Addressing the Conflict of Interest**

**a.** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

**b.** The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

**c.** After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

**d.** If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. **Violations of the Conflicts of Interest Policy**

**a.** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

**b.** If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## Article IV
## Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

**a.** The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present,

and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
**b.** The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## Article V
## Compensation

**a.** A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
**b.** A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
**c.** No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## Article VI
## Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
**a.** Has received a copy of the conflicts of interest policy,
**b.** Has read and understands the policy,
**c.** Has agreed to comply with the policy, and
**d.** Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## Article VII
## Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
**a.** Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
**b.** Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable

purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

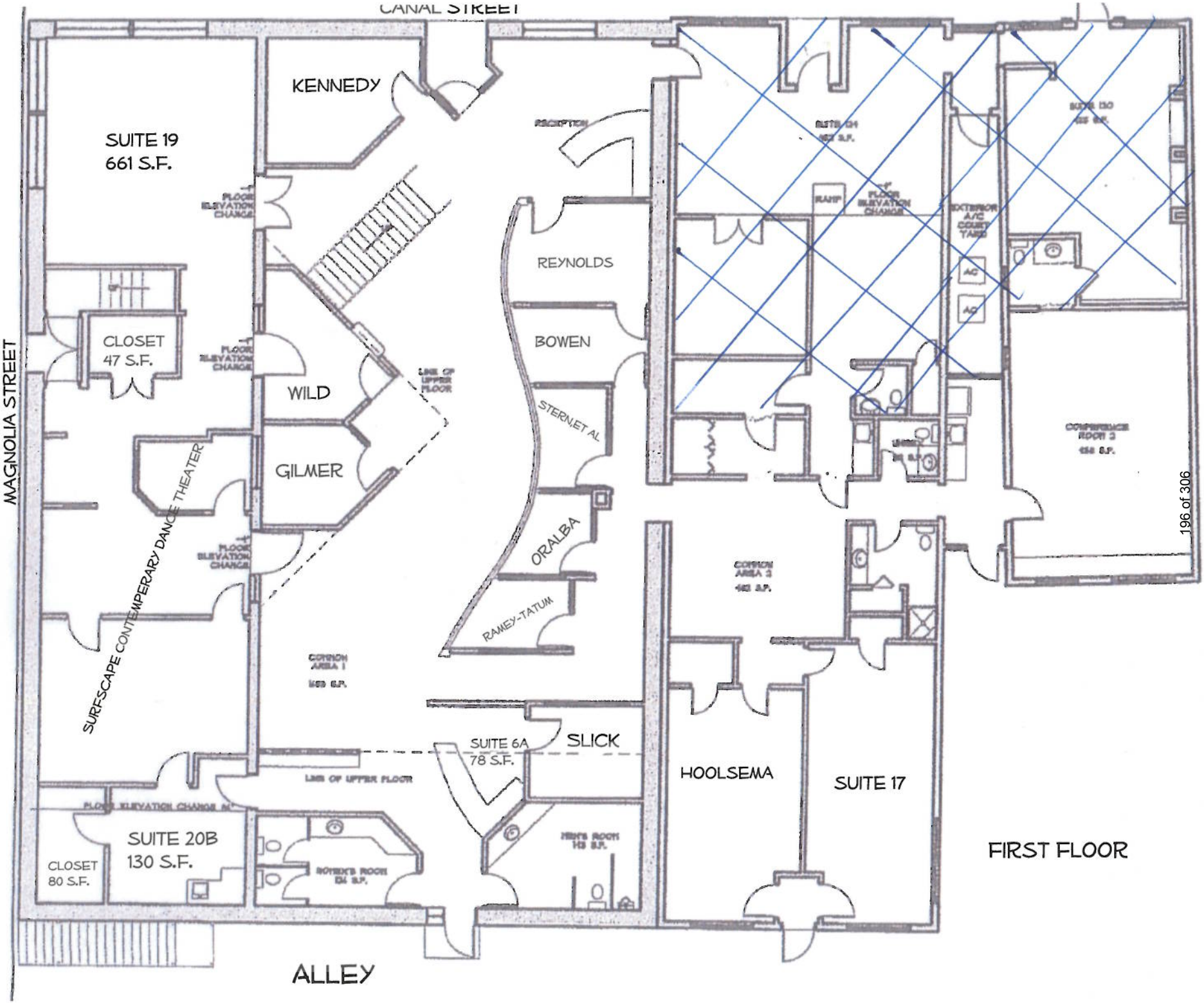
## Article VIII
## Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Secretary 5/19/2011
Date

Exhibit e.

Floor plan showing leased studios.


CANAL STREET
MAGNOLIA STREET
KENNEDY
SUITE 19
661 S.F.
CLOSET
47 S.F.
WILD
GILMER
SURFSCAPE CONTEMPERARY DANCE THEATER
REYNOLDS
BOWEN
STERNET AL
ORALBA
RAMEY-TATUM
SUITE 6A
78 S.F.
SLICK
HOOLSEMA
SUITE 17
SUITE 20B
130 S.F.
CLOSET
80 S.F.
ALLEY
FIRST FLOOR
196 of 306

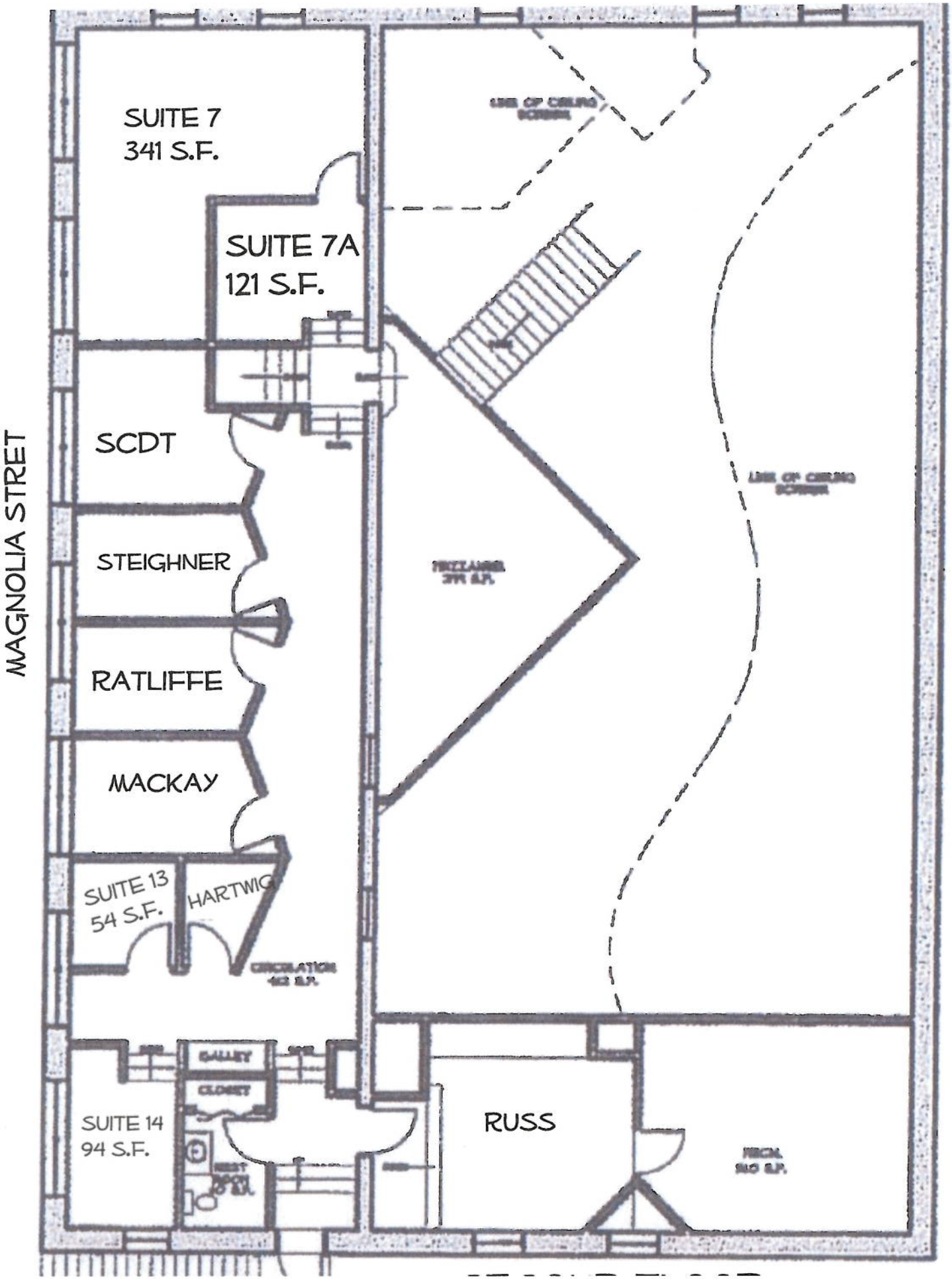
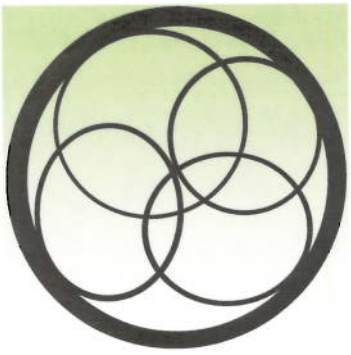

MAGNOLIA STRET
SUITE 7
341 S.F.
SUITE 7A
121 S.F.
SCDT
STEIGHNER
RATLIFFE
MACKAY
SUITE 13
54 S.F.
HARTWIG
SUITE 14
94 S.F.
RUSS

Exhibit f.

Business Plan



THE HUB ON CANAL

# Business Plan

**This submission is a rough draft only.**


Submitted by:
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ART·CREATING·COMMUNITY

Table of Contents

**Executive Summary** ..... 3
Finances ..... 4
Mission Statement ..... 5
**Current Business Position** ..... 6
Retail sales of art ..... 6
Film club ..... 6
Affiliated businesses ..... 6
In-house food service ..... 7
**Business Opportunities** ..... 8
Business opportunities provided by the buildings and their location ..... 8
Networking opportunities ..... 8
Opportunities for The Hub on Canal to expand ..... 8
Opportunities for The Hub on Canal to expand its programs ..... 9
**Strategic and Market Analysis** ..... 9
Current economy ..... 9
Supply chain management ..... 9
Expanding the list of artists ..... 9
Industry analysis ..... 10
Customer profile ..... 11
Competitive analysis ..... 11
**Organizational Structure** ..... 14
**Marketing Plan** ..... 16
**Business Opportunity for Investors** ..... 17
Market value history ..... 17
Construction of the buildings ..... 17
CRA grant opportunities ..... 18
**Financial Information** ..... 20
Artist List ..... 31
Justification of Income Assumptions ..... 32
**Building Floor Plans** ..... 35
**Surfscape Contemporary Dance Theater** ..... 37
**Movie Theater Assumptions** ..... 40
**New Smyrna Magazine Article** ..... 42
**Request to the New Smyrna Beach City Commission** ..... 43
**Who Benefits from The Hub?** ..... 44
**Data from Florida League of Cities** ..... 46
**Other Articles and Information** ..... 52
**Comparable Art Centers** ..... 64

## The Hub on Canal Business Plan

### Executive Summary

The book, "The Best 100 Small Art Towns in America" includes New Smyrna Beach (NSB), which is quite an honor for a small beach town on Florida's east coast. To capitalize on this branding and support the many local area artists, a group of NSB citizens banded together to create a downtown art space.

After much market research we feel that the property best suited to house the facility is The Brintech Building at 120, 124 and 132 Canal Street, New Smyrna Beach, FL 32168, in NSB's historic downtown, a fast-growing art district on the main artery of Canal Street.

When our New Smyrna Beach Community Redevelopment Application for Rental Assistance is approved we will sign a lease with Iron Creek Investments – the owners of the building. As the building is ready for occupancy we will move in the next day.

Opening timeline:

1. Sign lease.
2. Purchase whatever equipment, signs and software necessary.
3. Market the business with open house; website; reports/articles in news media.
4. Form subcommittees and define their responsibilities.
5. Select and hang gallery work.
6. Grand opening.
7. Hold membership drives.
8. Program/organize classes, programs and events.
9. Apply for grants.
10. Set up movie theater.

**Need:** New Smyrna Beach, like every other city is dealing with an economic downturn. Businesses have closed, some residences have been foreclosed and some of the city is blighted. Despite this New Smyrna Beach remains a city with a lot of potential. Whereas it is not a suitable location for industrial or light manufacturing development it has already been branded as an art community and destination for visitors and tourists. We need to enhance this image in order to attract tourism, expand the Volusia County tax and tourist base, and provide the best residential environment for people to relocate.

**Solution:** Is that we focus on the development of the arts and tourism. After much market research and analysis The Hub on Canal is proposing an endeavor that embraces a wide variety of art display and associated sales, varied learning programs, music, movies and live entertainment that will be attractive to tourists and enrich the quality of life for residents. In addition to gallery space, The Hub on Canal will sub-lease to artists with affordable studios where they can create, display and sell their work. The Hub will also lease out parts of its building to other creative groups for classes, exhibitions, dances and to an experienced

restaurateur for a coffee/wine bar. The common areas provide the perfect venue for private parties, conferences, weddings and other celebrations.
All these activities are designed to bring new foot traffic to the Downtown and maximize The Hub on Canal's support of existing shops and restaurants.
Location: center of Downtown on main street
Suggested Hours: 11:00 a.m. to 9:00 p.m. Tuesday thru Thursday, 11:00 a.m. to 2:00 a.m. Fridays and Saturdays, 11:00 a.m. to 4:00p.m. Sundays.
Designed to appeal to: cross-section of communities, cultures and ages.

**Return:**

**Art sales:** The direct sale of art in the U.S.A. is an $8.0 billion a year industry that shows a profit of $385.4 million (IBISWorld - Industry Market Research).
The predicted growth from 2010-2015 is 4.5% (to $10 billion). As the economy improves, industry revenue will bounce back at 3.2% per year, and positive consumer sentiment will increase by 8.3% per year - lesser known & regional artists' prices stay relatively stable during economic fluctuations.
At 8.7%, Florida has the 3rd highest share of USA art-sales business and the State is a popular resort state for the wealthy. (IBISWorld Industry Market Research)
**Fine-Arts teaching programs:** The revenue is $4.5 billion (IBISWorld Industry Market Research) .
The annual growth for 2005-2010 was 2.9%, and the predicted growth rate for 2010-2015 is 4.9%. As lower government spending results in budget cuts & fewer donations, school programs will be under pressure. Other sources of arts education will be sought by parents of school-age students, and the demand for leisure-based training for adults is expected to show strong growth of 4.9% from 2010-2015 (IBISWorld Industry Market Research). Adults aged 60 plus years make up 8.0% of the market. The population aged 65 plus years, in the United States, is expected to double to 86.7 million by 2015. Over 50% of residents in NSB are retired.
**Community-based non-profit organizations:** As the population of Florida is expected to grow by 25% over the next 5 years, these organizations are forecast to increase 4.1% in 2010-2015 (IBISWorld Industry Market Research).
**Target market:** NSB has a population of 23,000 (average age – 53.5) increasing to 40,000 during the winter season. 52% are retired and 60% have an income of over $40,000. When surveyed on their quality of life, 39% said ongoing improvement was very important; art/cultural centers rated very important for 42.4% and important for 42.4% (Stetson ECHO Survey - 2011). The median house value in NSB is $320,138. (City-Data.com & Fl League of Cities – 2009/2010)
Winter Park, (our predominant weekend visitors) has a population of 30,838, average age 42; median house value of $342,234(City-Data.com & Fl League of Cities-2009/2010).; Ormond Beach population of 38,000 median house value $289,306 (City-Data.com & Fl League of Cities-2009/2010).
**Business opportunity due to proximity to Orlando:**
The Metro-Orlando area boasts a 13.4 billion technology industry that employs close to 53,000 people.
A Torto Wheaton research study predicted that job growth in Orlando during the next five years will occur at the third fastest rate in the country. (University of Central Florida Business Incubation Report – 2011)
New Smyrna Beach is where many Orlando business people and residents have chosen to buy second homes.

**Finances**

The Hub on Canal financial assumptions show potential ending cash balances of:

Year 1: operating at 75% capacity with $90,000 memberships/sponsorships/CRA = **$53,426**
Year 2: operating at 75% capacity with $90,000 memberships/sponsorships/CRA = **$87,895**
Year 3: operating at 75% capacity with $65,000 memberships/sponsorships/CRA = **$41,363**
Year 2: operating at 75% capacity with $100,000 memberships/sponsorships = **$23,832**
Year 2: operating at 75% capacity with $90,000 memberships/sponsorships = **$3,900**

**Mission Statement:**

The mission of The Hub on Canal is to create community and business opportunities in our Downtown Historic District through art:

Art·Creating·Community

- HubArt Connection Inc. was incorporated May, 2011.

  Sally Mackay – Chairman
  Susan Stern – Vice-President/Secretary
  Susan Ellis – Treasurer/IT
  Nancy Barclay
  William Preston, Esq.

- Employees – currently none; potential for upwards of six plus independent service contractors.

- Businesses, branches and subsidiaries – none.

- Services rendered – teaching location for The Surfscape Contemporary Dance Theater; retail sales for artists, wine and coffee bar, educational classes and workshops, , indie films and teleconferencing, live entertainment, and event rental.

- Banking relationships: BB&T operational account, escrow account and security deposit account.

- Company growth plans are:
  - to lease the premises for a minimum of ten years
  - options to purchase at five and ten years
  - offer a minimum of 3.5% return to investors
  - be self-sustaining
  - grow the programs as the market dictates

- Management's future plans are:
  - employ a director, secretarial staff and programmer as required
  - develop an annual film festival,

- develop an annual writers' conference
- program retreats, workshops, winter lecture series

## Current Business Position

The Hub is both service and retail. We will be actively engaged in the retail sales of artistic pieces including jewelry, fabric art, sculpture, pottery, paintings and other diverse works from a large roster of both established and emerging artists, and will offer a wide variety of services to the community ranging from outreach art and dance classes for children in lower-income neighborhoods, to lectures for older citizens, together with classes, workshops and conferences.

1.1 **Retail sales of art:** Twenty two small, self-contained booths have been spoken for for a year at $1.50 + sales tax per sq. ft. for year 1, increasing to $2.50 + sales tax per sq. ft. in year 2. These artists include: one architect, two writers, four potters, three jewelers, three sculptors, one hand-crafted designer foot-ware artist, three fabric artists, five painters, one classical guitar teacher.
Artists will commit to working a reasonable number of hours each week. This will give them the opportunity to talk about and demonstrate their creative process, increase interest in their art, and make sales. As they will be paying a monthly lease amount, 100% of the sale value goes to the artists.
Additional works that have been chosen by the Selection Committee will be displayed on suitable interior walls, and in both the galleries, at no charge. Any sales from these spaces will be subject to a 40/60 split.
The Hub has the option of leasing the Solo Gallery to a single artist or groups at $200 per month, with no split on sales.
Because our galleries are situated on the retail main street of our Downtown, within sight of the City Marina and Indian River, City Hall, and Riverside Park, we hope to attract the interest of tourists and winter visitors as well as area residents. Our on-going classes, workshops, movie shows and live entertainment will be selected to keep a constant stream of visitors passing through The Hub.

1.2 **Film club:** This will be a function of The Hub on Canal and will be run by a sub-committee whose members are chosen by the Executive Board. There will be no initial sub-leasing of the space. The Hub on Canal reserves the right to charge rent at whatever current rent exists from year 2 on. Off-beat, Indie, art-related and/or student movies will be shown at the weekends in a unique setting together with wine and coffee service to Film Club members. The open-air courtyard will give patrons a delightful place and atmosphere in which to socialize and discuss the movie they have seen.
Co-operation and networking with the wine/coffee bar will be essential.

1.3 **Affiliated businesses:** The Surfscape Modern Dance Studios will exist as an independent business that leases space from The Hub on Canal. They plan to offer a variety of classes, master classes and community classes, that will include creative movement, ballet, modern dance, CardioDance, jazz, African dance, hip-hop, tap, salsa, stretch, yoga, and more, for students aged from 3 to 93, including varying special needs (wheelchair, Parkinson's, autism, blind). There are 15 professional dancers on the staff and the company has been in business since 2007. Approx 25-38 classes of 6-10 students will be offered each week, bringing a steady stream of people into The Hub on Canal whether they are participants or parents waiting for their children.

1.4 **In-house food service:** The wine/coffee Bar will be an arms- length business that operates through a sub-lease agreement with The Hub on Canal at $1.50 + tax per sq ft for year 1, and $2.50 + tax per sq ft for year 2. There will also be a charge for utilities.
They will offer distinguished coffees, and excellent wines at good prices.
All wines available by the glass, bottle or case. Various craft and foreign beers and coffee blends will also be offered.
This wine and coffee service will enhance the gallery openings, movie nights, workshops and retreats, and be another reason for people to come into the building.

## Business Opportunities

2.1 **Business opportunities provided by the buildings and their location:** Although built originally in 1910, 132 Canal St. has a highly modernized, sophisticated and aesthetically pleasing interior. Designed by architect Kevin Schweitzer, its use of antique brick, metal, glass, high walls and shadows, makes it a perfect venue for an exciting art gallery. It contains spaces large enough for classrooms and small enough for affordable artists' booths. The main gallery, which has direct access to the wine and coffee bar, will be available to rent for private parties, weddings, community events, and corporate occasions.

The N/W corner that will house the wine and coffee bar fronts on two major streets, has excellent exposure for strolling shoppers and tourists. Community Redevelopment grants are available for any necessary renovation and fixed improvements.

**General locale:** The properties are situated in a picturesque, cosmopolitan area, one block from the marina and riverfront, in the heart of both the Historic and Art District. The property is an historic building itself, with architecture from 1910 era. It is near the Bed-and-Breakfast area, close to a potential hotel development site, and with easy access to wealthier neighborhoods and the ocean front.

2.2 **Networking opportunities:** Situated in the heart of both the Historic District and Art District, The Hub will both contribute to and benefit from The Canal Street Historic District Association (CSHD), the history museum, and existing artists organizations. The CSHD is a pro-active, business-savvy organization that focuses on promoting and supporting the business professionals and retail merchants located Downtown. There are opportunities for advertising and marketing promotions, events, street fairs, parades, discounts and partnerships. Similar networking and support will be given to the museum, the ACA, Arts on Douglas, various downtown galleries, the Artists' Workshop, and the monthly Gallery Walks.

As the success of The Hub on Canal is predicated on the success of all the artists and businesses operating on the property, these networking opportunities will be to the benefit of all.

2.3 **Opportunities for The Hub on Canal to expand:** There are two areas within the property that are currently being leased – 455 sq ft of 120 on a month-to-month agreement with an architect, and 952 sq ft of 124 on a fourteen month lease with a lawyer and second architect – that will allow for The Hub to expand over the next three years.

There is a vacant building on Magnolia Street that runs E-W along the south boundary of the three properties that has a parking area attached.

2.4 **Opportunities for The Hub on Canal to expand its programs:**

**a)** Ultimately a week long film festival, showing foreign films and student documentaries that can start as a weekend event at the end of the winter season. Extra space could be made available at Chamber of Commerce, Brannon Center and by lease arrangement with Beacon Theater.

**b)** A writers' conference during the winter months will attract writers from northern states; one well-known author as key-note speaker, writers and teachers to give classes on a variety of disciplines. Strong potential for success.

**c)** An ongoing 'Life is an Art' program of ongoing, stimulating, amusing lectures and presentations for over 65 year olds presented by Dr. Richard Tucker, Professor Emeritus, UCF. At UCF, Orlando this program has 500 members plus 140 on a waiting list.

**d)** A Winter Lecture Series of 6 – 12 weeks duration with distinguished speakers with experience in the subject.

**e)** Outreach art classes for lower-income areas. A school bus with seats removed and filled with dress-up clothes, musical instruments, clay, paints, paper & pencils, etc, plus a 10X10 tent, would be taken on Saturdays to different areas. This program will be free to the participating children, if funded by grants.

**f)** Statewide competitions and shows in various mediums.

## Strategic and Market Analysis

3.1 **Current economy:** Currently, the economy is in recession which many economists expect to continue until 2012.

The art industry provides predominantly to the upper middle and upper income groups, who, during economic down-turns, have the staying power to continue their hobbies and interests including art collecting. When the cost of foreign travel becomes excessive, vacations are typically taken in tourist towns such as NSB. The Hub will provide a friendly meeting place for residents and visitors alike, coffee and wine-bar service, multi-media art galleries, booths for working artists to work, display and sell, incubation space for art-related businesses, and varied classes with popular appeal including dance lessons and dances. We will organize lectures, workshops, retreats, book clubs, open-mic evenings and poetry readings, show independent movies and provide live entertainment at the weekend.

Our customer base consists of residents, weekend visitors and tourists. We are both service and retail.

3.2 **Supply chain management:** The Hub believes that in order to maintain a successful and expanding business operation clients must be able to place orders for art merchandise, buy tickets and reserve places in workshops via the Internet. A clear and constantly updated website is essential both as a selling and promotional tool. Access to the Downtown CRA marketing consultant will be of prime importance.

3.3 **Expanding the list of artists:** The Hub will initiate and participate in community events, street-shows and art walks. Our ever-expanding list of artists will offer high-caliber artwork of every kind.

3.4 **Industry analysis:**

**Art sales:** The direct sale of art in the U.S.A. is an $8.0 billion a year industry that shows a profit of $385.4 million (IBISWorld Industry Market Research).

The predicted growth from 2010-2015 is 4.5% (to $10 billion). As the economy improves, industry revenue will bounce back at 3.2% per year, and positive consumer sentiment will increase by 8.3% per year - lesser known & regional artists' prices stay relatively stable during economic fluctuations. At 8.7%, Florida has the 3rd highest share of USA art-sales business and the State is a popular resort state for the wealthy. (IBISWorld Industry Market Research)

**Fine-arts teaching programs:** The revenue is $4.5 billion (IBISWorld Industry Market Research) .
The annual growth for 2005-2010 was 2.9%, and the predicted growth rate for 2010-2015 is 4.9%. As lower government spending results in budget cuts & fewer donations, school programs will be under pressure. Other sources of arts education will be sought by parents of school-age students, and the demand for leisure-based training for adults is expected to show strong growth of 4.9% from 2010-2015 (IBISWorld Industry Market Research) . Adults aged 60 plus years make up 8.0% of the market. The population aged 65 plus years, in the United States, is expected to double to 86.7 million by 2015. Over 50% of residents in NSB are retired.
An ongoing 'Life is an Art' program of ongoing, stimulating, amusing lectures and presentations for over 65 year olds presented by Dr. Richard Tucker, Professor Emeritus, UCF. At UCF, Orlando this program has 500 members plus 140 on a waiting list.

> Weaving classes, quilting classes and workshops, personal memoir and local history groups, couples massage, digital photography and computer classes, Spanish and French language classes, gardening skills - pruning, composting, growing your own vegetables, landscaping - and workshops, oil painting, abstract painting, etc. will be held on a day-to-day and weekly schedule.
> All these classes and workshops have people willing/volunteering to teach them. The Surfscape Contemporary Dance Theater will be offering upwards of 25 different dance classes per week.

**Community-based non-profit organizations:** As the population of Florida is expected to grow by 25% over the next 5 years, these organizations are forecast to increase 4.1% in 2010-2015 (IBISWorld Industry Market Research).

Keys to success are having access to volunteer labor, local support and patronage, having the opportunity to offer education to the wider community, flexibility of courses and the hours they are available, maintaining a good reputation, and taking advantage of government subsidies and grants.

Programs such as English as a second-language, Spanish, reading programs, one-on-one mentoring, classes on nutrition, robotics & computer classes, brain gymnastics programs for the elderly, and outdoor summer art programs for children will be developed (grants are available).

3.5 **Customer profile:** More literary, well-educated people tend to enjoy the quiet, lifestyle of NSB and seek out lectures and workshops as a vacation experience or place to retire. Discretionary dollars for products like art and art-related courses and workshops tend to follow these residents, tourists, snowbirds, and 2-house buyers who weekend at coastal towns such as NSB.
NSB has a population of 23,000 (average age – 53.5) increasing to 40,000 during the winter season. 52% are retired and 60% have an income of over $40,000. When surveyed on their quality of life, 39% said ongoing improvement was very important; art/cultural centers rated very important for 42.4% and important for 42.4% (Stetson ECHO Survey - 2011). The median house value in NSB is $320,138. (City-Data.com & Fl League of Cities – 2009/2010)
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The Metro/Orlando area boasts a $13.4 billion high-technology industry that employs close to 53,000 people. There is a strong university system and an environment of technological innovation and infrastructure in place. This will be highly attractive to university research and development, partnership opportunities, organizations and facilities dedicated to helping high-tech companies and a highly skilled workforce.
A Torto Wheaton research study has predicted that job growth in Orlando during the next five years will occur at the third fastest rate in the country. The study also indicates that Orlando has the strongest economy in the state of Florida and is the 13th strongest out of 361 metro areas in the U.S. of A. Orlando will be a region that provides a solid economic base and room to grow with many job opportunities.(UCF Business Incubation Report – 2011)

People locating in Orlando to take advantage of these opportunities absolutely fit the profile of those who support and enjoy and expect art spaces such as The Hub on Canal.

Whoever the customer they will expect easy accessibility to our building, walk-ability to shopping and restaurant areas, pleasant surroundings and good service. Our tourists frequently ask for gifts & art unique to NSB. Visitors seem to want to engage and participate. All our workshops, art work and sales items will be programmed and priced accordingly.

3.6 **Competitive analysis:** The Hub on Canal intends to endorse New Smyrna Beach's brand as one of 'The Best 100 Small Art Towns in America.' We will offer gallery space and sales opportunities to local artists at affordable rates in an environment of programmed classes and events that will attract customers and increase the artists' exposure and sales. The Hub will offer support and network with the Atlantic Center for the Arts, Arts on Douglas, Artists' Workshop, Harris House, the Clay Gallery, Artspace, other art groups and galleries and the Gallery Walks and their different events.
The Hub on Canal has no desire or motivation to be competitive. The growth of the Downtown Art District and the economy of the Downtown area will only result from networking and a team spirit.

**Atlantic Center for the Arts (ACA)**: founded in 1982 as an art community and arts education facility where artists from all over USA live, work and collaborate for three-week sessions (four per year) with high-profile master artists.
Fees are $850 per session. Artists are picked by jury. Competition is very high. Very high national reputation. Considered by some to be elitist.
Location is five miles north of the city in a remote and isolated jungle area; not conducive to community activities. Supportive of The Hub and open to networking.

**Arts on Douglas:** a commercial gallery, owned by Ed and Jeanie Harris, founded in 1996 to promote Florida artists. Represents 57 artists. Split is 50/50. Location is in Downtown Arts District, adjacent to Clay Gallery. Good reputation. 'Arts on Douglas' is supportive and open to networking. Very hard to get your work accepted. Prices are high for the average buyer.

**Harris House:** is an extension of ACA for community exhibits and classes for children during the summer. Some scholarships are offered. Location is in Downtown Arts District across the street from Arts on Douglas and Clay Gallery. Could improve both image and contribution.

**Artists' Workshop:** started in 1957 by a group of local artists. They opened AW Gallery in part of the Chamber of Commerce building, Canal Street, in 1980. Relocating their workshop and teaching facilities to the Old High School, North Causeway, 2011- off the beaten track – but will keep a presence in Chamber of Commerce building.
Open membership. Classes at $75 for 6 weeks; workshops at $175-255 for 2-3 days. Well supported and with a good reputation. Majority of members are supportive and open to networking.

**Clay Gallery:** owner Teresa Bowen has been a potter since 1978. Opened this working gallery in 1998 and has since hosted 60 + craft artists – pottery, jewelry, glass, wood & paintings. In 2008 was awarded NSB's Best of Local Businesses Award in Art Galleries and Dealers (USLBA). Location is in Downtown Arts District adjacent to Arts on Douglas. A very popular gallery with a good reputation. Very supportive of networking and The Hub on Canal.
*'My strongest months are Dec., March, and April. Snowbirds are a strong customer base for me in the spring. Summer is very slow, that's why I usually head north for shows. I do very little online sales but I don't do much marketing for this. Mostly those are people that see my work at shows and place orders later. However, I have been told that Facebook can be very good for marketing so I am starting to pursue that angle.' Teresa Bowen.*

**Mosquito Mud Pottery:** owner Jennifer Kerr-Marsh opened her first gallery in a garage on the beachside in 1998. Mosquito Mud Gallery opened at 141 Canal Street in 2005. It closed in 2008. Her work (architectural, ceramic sculpture and tile) is in 80 galleries around the country, in 31 states. MMP is now located, in Downtown Arts District, out of her home at 808 Magnolia Street. Jennifer has 1-4 employees, and is very supportive of both networking and The Hub on Canal.
*'As far as retail goes, I don't really do much anymore. When I did on Canal, the season ran from Nov to Dec 11-ish and Winter kicked in around January to end of March and summer was terrible every year. Sales at the gallery were around $2000 a month over summer and $3500 a month in winter. Operating*

*costs ran pretty close to that. I never really made any money at the shop and lost money the last 6 months there. When it was good, at peak of hay days there, Oct., Nov., Dec. of 06 and 07 I did closer to $8,000 a month. Then it died, very sad.*
*Wholesale, on a yearly basis, gross in 06, 07, I did $100,000; then it had dropped over time now to $65,000 for the last couple of years and I'm on track to do the same this year. This is gross, not net. Operating costs have soared' Jennifer Kerr-Marsch.*

**Ring Gallery:** opened Sept 2011 at 115 Sams Avenue, just off Canal Street, displaying mainly photography but with wood, glass, fabric and pottery items also. Split 45/55. Supportive and eager to network.
*"Canal Street is coming back," Ring said. "I'm excited about the location and all of the events and festivals in the downtown area.' SEV Observer.*

**Gifts with Humanity:** A very successful business retailing work by artisans world-wide, mostly online sales since 2003. Sales of $200,000 in 2004, increasing 40% each year, $1.3 million in 2009, on track for $2 million. Very supportive and eager to network.

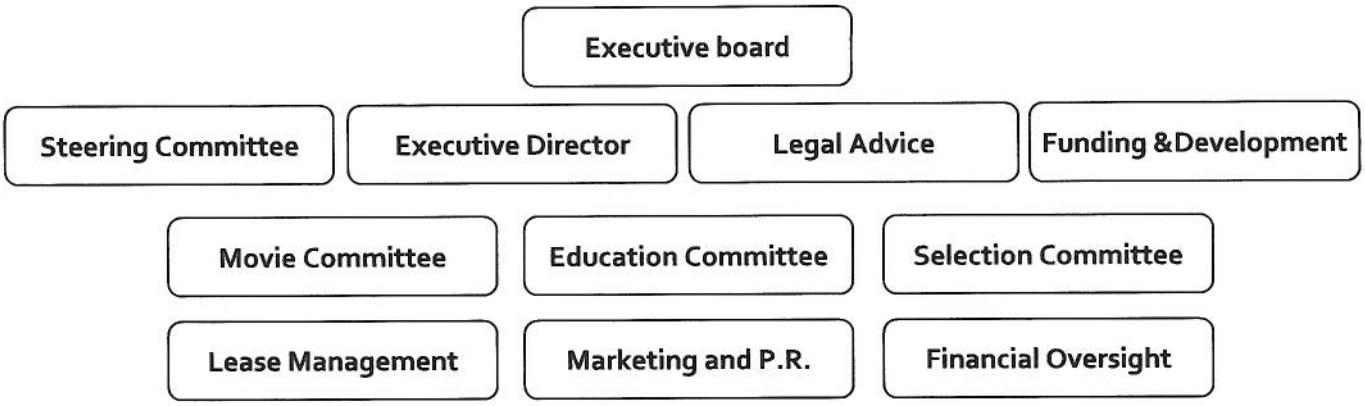
**Canal Street Historic District Association:** retail merchants and professional businesses in the Historic Downtown area of Canal Street. Strong membership, very supportive, eager to network.

**University of Central Florida:** supportive and interested in basing suitable programs at The Hub.

**Board of Realtors and Chamber of Commerce:** supportive and interested in The Hub

**Local merchants, Rotary, Kiwanis, Civic Groups & neighborhood associations:** very supportive and interested in networking.

## 4.0 Organizational Structure




**Executive Board:**

Sally Mackay, Chairman: former mayor NSB, Chair NSB Planning& Zoning Board, board member VGMC, writer, musician, teacher

Susan Stern, Vice-chair/Secretary: clinical social worker in private practice, silver smith/jeweler, former boutique owner, mentor for Cudas Unhooked, Bert Fish Foundation Board member

Susan Ellis, Treasurer/IT: former member New Smyrna Beach Code Enforcement Board and Board of Adjustment, former lab supervisor, former property manager and campaign finance treasurer, photographer and amateur graphic designer

Nancy Barclay: real estate investor and manager

William Preston: attorney for trustees, wills, foundations, etc., Chairman, Bert Fish Foundation Board

**Steering Committee:**

Dick Tucker: Prof Emeritus UCF, founder of Lifelong Learning, President of Counsel on Aging, board-member Pleine-Aire Artists

James Hathaway: Vice-Mayor & NSB Commissioner, Vice-President, Volusia League of Cities, candidate for VCC district 3, businessman

Ann Brady: Board Member of VCCC, former ACA Director, former development director & grant writer.

Rick Martorano: Dr. of Music, composer, performer, choir master, actor

Kay Nolan: artist, teacher, former owner/exec. of art center in Alaska

Mike Nolan: businessman, former health food store owner

Owen Davison: Special Needs Art Board, former City Parks and Recreation director

Beau Wild: artist, sculptor, former owner/exec. of art center in Daytona Beach

**Legal advice**

William Preston: attorney for trustees, wills, foundations, etc., Chairman, Bert Fish Foundation Board
Jamie Peterson: attorney, CRA Board member

**Development Board:**

William Preston: lawyer for trustees, wills, foundations etc.
Lynda Mays: former executive director of non-profit school, former board-member non-profit organizations.

**Executive Director:** *un-named at this time.*

**Movie Committee:**

Hal Spurney: experienced tech expert and home-theater executive
Sallie Spurney: business woman; former CFO
Steve Hardock: former member of VCCC, artist, video & film instructor; teacher
Heath Jones: scriptwriter; film director/producer
Jamieson Stern: actor, screenwriter, producer
Matt Peterson: lawyer, musician (20-30's)

**Selection Committee:** *names will not be published.*

**Education Committee:**

Dick Tucker: Professor Emeritus UCF, founder of Lifelong Learning Program, President-elect Counsel on Aging
Casey Blanton: Professor in Humanities DSC
Debbie Dean: graduate of Mary Baldwin, University of Virginia and MFA from Vermont College of Fine Arts

**Financial:**

Susan Ellis: Board Treasurer, businesswoman, photographer
Kay Nolan: former owner/operator of an art-center, artist

**Management:**

Lynda Mays: former executive director of non-profit school, former board-member non- profit organizations

**P.R.**

Diana Bardyn: journalist, marketing, writer, French teacher

## 5.0 **Marketing Plan:**

The Hub on Canal will use various high-impact marketing strategies that will promote the artists and the sale of their work, classes, workshops and events offered by The Hub, together with dances, movies and live entertainment.

Timely and regular coverage of these events by the media, news releases, and feature stories will spread awareness in the local and other communities. Advertisements on AM 1230,WSBB radio and Athena Post will be continuous, as will information on Facebook, thehuboncanal.org, Surfscape Contemporary Dance Theater, CSHD website, CRA marketing consultant, Chamber of Commerce, and through other civic associations and clubs. Artists and tenants will help in promoting and marketing through individual websites, community contacts and contacts outside the City and County

.

Membership discounts will be available and there will be special events and networking promotional events with other agencies and businesses.

We are members of the Canal Street Historic District Association and will be working with them and participating in their various events. In addition we will be able to work with the City of New Smyrna Beach in its ongoing marketing efforts for the NSB Waterfront Loop.

Websites: www.thehuboncanal.org

www.surfscapedance.org

## Business Opportunity for Investors

The Brintech property has been available for sale by Weichert Realty for an asking price of $975,000 for three buildings, numbers 120, 124 and 132 Canal Street for over a year. There are two existing tenants in the front half of 120 and 124. The lease on 120 is month to month. The lease on 124 has approximately 12 months to go. The property was bought by Iron Creek Ventures in a bundle of foreclosed properties. There is an appraisal dated 2008 which is attached at the back of this business plan and quotes values of $1,235,000 and $1,335,000 with a market value of the underlying land at $520,000.
The Hub on Canal understands that Iron Creek Ventures (ICV) will consider leasing the entire property for $12/square foot/per year which would capitalize the buildings at around $800,000.
However, The Hub on Canal is actively seeking an investor or group of investors who would purchase the property and subsequently lease it to The Hub on Canal Inc. and affiliated businesses for a period of ten (10) years.

6.1 **Market value history**: The property, comprised of three buildings, was sold in 2000 for $1.6 million, before the 2003-2007 real-estate bubble and before any renovations were done.
Extensive renovations were completed by Kevin Schweitzer (architect) for a firm that made computer software in building #132. The space was divided into aesthetically pleasing cubicles, each measuring approx. 100 sq ft., and utilizing the original brickwork, curving glass partitions and suspended metal constructs. The resulting angles and curves give a stunning appearance to the inside of the building.
The property was sold in 2006 for $2,050,000.
Because of the unique nature of the internal layout, it was difficult for the new owners to utilize or lease space, and the buildings became vacant. They were ultimately bought in a bundle of foreclosed properties by Iron Creek Ventures LLC, Frisco, Texas. ICV is motivated to sell. They will not split the buildings. We understand they will consider a lease to purchase and would be willing to hold paper.

6.2 **Construction of the buildings:** The three buildings are in good condition, are up to code, and have separate street addresses.
The total area is approximately 10,500 sq. ft.
**132 Canal Street** has internal walls of original brick, a second story and a triangular mezzanine area overlooking the ground floor - both balcony and stairway are constructed from solid steel. Ceiling is open rafters over the main area and acoustic tile everywhere else. The main area has a high-gloss wood floor. The remaining floors, throughout all three buildings, are carpet over concrete/wood base.
**120 and 124** have been renovated with dry-wall finish and high ceilings. All restrooms have been renovated and are handicap-accessible.
All three buildings are connected, sharing walls and internal access to each other. There is a one inch water supply and the buildings are serviced by one meter.
Whereas there is currently no sprinkler system, this would be relatively easy to install as 132 has open rafters and all other buildings have suspended ceilings. Telephone service, wifi, service and security wiring is in place. At the south end of all three buildings there is a service alley onto Magnolia St.

There are seven independent exits to the street, and an alley exists between ##'s 120 and 124 that could connect the walled courtyard on the south-east corner of the property to Canal St. if two small walls were removed and two a/c compressors relocated to the roof. Pavers, lighting and hanging baskets would make this an attractive addition to the Downtown.
There is no parking associated with the property. However the City ordinances are becoming less demanding of parking requirements and the property is situated across from the Chamber of Commerce parking lot and adjacent to the Utilities Commission parking lot, both of which are vacant after 4 o'clock in the afternoon.

6.3 **CRA grant opportunities:** Because each building has a separate street address and can be leased to separate businesses holding occupational licenses with City of NSB (Surfscape Dance Group, proprietor of Wine/Coffee Bar, and the individual working artists for example) the opportunity could exist to apply for individual grant monies as well as application by the owner(s) of the property as a whole.
CRA grant programs currently exist to meet 50% of the cost of building improvements/renovations, window, facades etc. and internal improvements providing they remain a part of the building. Note: Application does not guarantee that money will be awarded.

A Quick Summary of CRA Programs
August 17, 2011

Current Programs

1. Impact Fees* - provides up to $5,000 for City impact fees (not County or Utilities Commission impact fees) for Commercial projects.

2. Commercial Matching Revitalization* - provides up to $10,000 for interior items required to meet code requirements such as ADA regulations on a 50/50 matching basis (e.g., the applicant would have to spend $20,000 on grant eligible items to be reimbursed $10,000)

3. Commercial Property Improvement Grants* - provides up to $10,000 for exterior items such as paint, stucco, awnings, sidewalks, landscaping on a 50/50 matching basis (e.g., the applicant would have to spend $20,000 on grant eligible items to be reimbursed $10,000)

4. Residential Property Improvement Grants - provides up to $5,000 for exterior items such as paint, stucco, awnings, sidewalks, landscaping on a 50/50 matching basis (e.g., the applicant would have to spend $10,000 on grant eligible items to be reimbursed $5,000)

5. Independent Rental Move-In Assistance – provides up to $5,000 for an independent business moving into the CRA in rental assistance if the property owner will reduce the rent by 25%.

6. Large Grants – provides up to $50,000 per site on a 50/50 matching, reimbursement basis for building renovations within the Canal St, Historic Westside and Flagler Ave areas for hospitality and retail businesses, or for residential infill.

7.

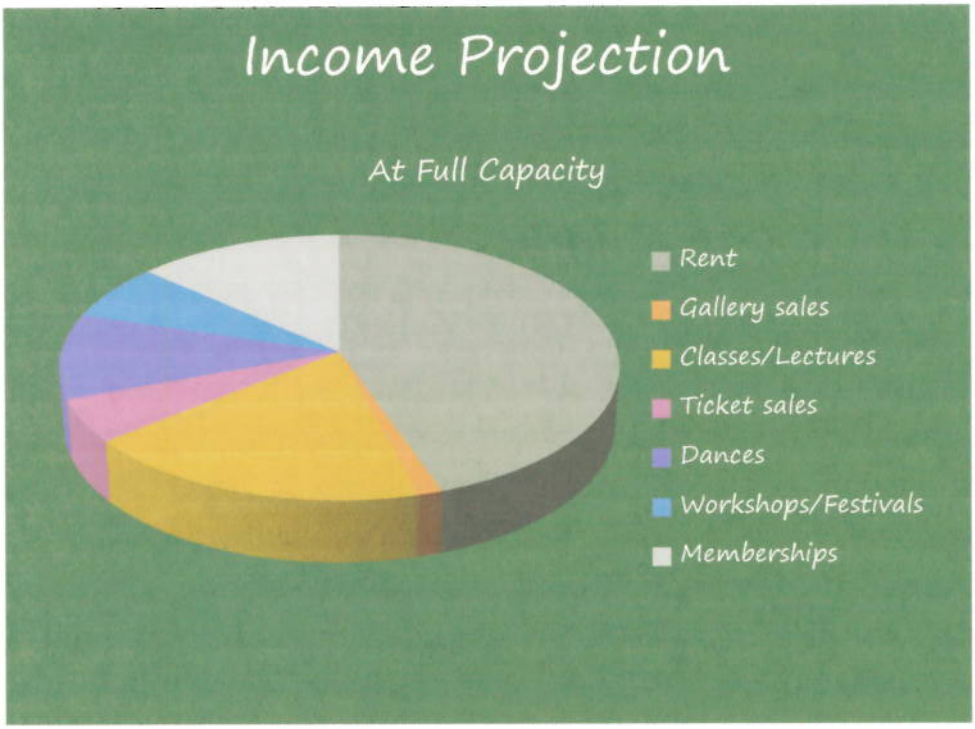
**Proposed Programs** (Scheduled for the August 23 City Commission Meeting)

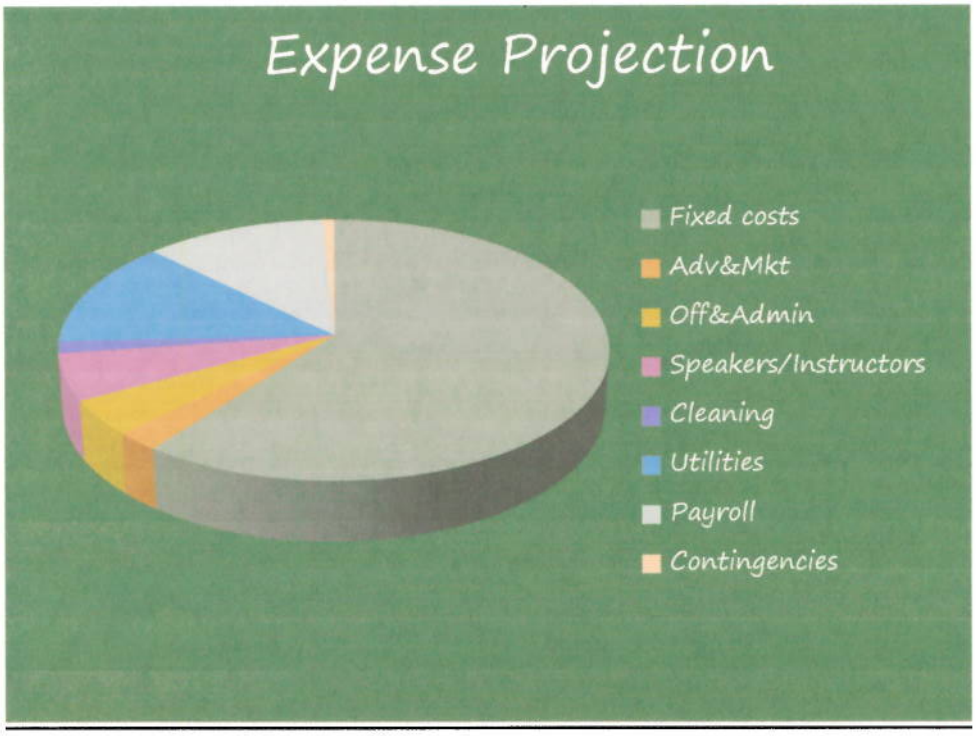
1. Opportunity Sites – This new program is limited to the "Opportunity Sites" listed on p. 45 of the CRA Master Plan Update ( as well as sites that can be added). A development agreement must be negotiated for each grant, with flexibility on eligible expenses.

2. Small-Scale Improvement Grants – Both commercial and residential properties are eligible for this grant program, which allows up to $2,500 per site for exterior repairs.

**NOTES:**

1. Each applicant must comply with extensive regulations and requirements before grants are approved.
2. The first three grant programs have been combined as a joint program allowing up to $20,000 in grant funds on a reimbursement basis.


Income Projection
At Full Capacity
Rent
Gallery sales
Classes/Lectures
Ticket sales
Dances
Workshops/Festivals
Memberships


Expense Projection
Fixed costs
Adv&Mkt
Off&Admin
Speakers/Instructors
Cleaning
Utilities
Payroll
Contingencies

## The Hub on Canal Budget Projection - 2012

| | Feb | Mar | Apr | May | June | Jul | Aug | Sep | Oct | Nov | Dec | Jan | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Beginning Cash Balance** | 27,000 | 7,424 | 14,480 | 29,206 | 41,165 | 42,198 | 43,320 | 44,608 | 45,896 | 47,188 | 48,431 | 50,724 | **Totals** |
| **Cash Inflows (Income)** | | | | | | | | | | | | | |
| Rent (3,960 sq. ft.) | 2,906 | 2,906 | 4,455 | 4,455 | 4,455 | 4,455 | 4,455 | 4,455 | 4,455 | 4,455 | 4,455 | 4,455 | 50,362 |
| Sales tax collected | 189 | 189 | 290 | 290 | 290 | 290 | 290 | 290 | 290 | 290 | 290 | 290 | 3,274 |
| Subtotal | 3,095 | 3,095 | 4,745 | 4,745 | 4,745 | 4,745 | 4,745 | 4,745 | 4,745 | 4,745 | 4,745 | 4,745 | 53,636 |
| Classes/Lectures (1) | 400 | 600 | 800 | 800 | 400 | 400 | 465 | 465 | 470 | 400 | 700 | 700 | 6,600 |
| CRA Contributions | | | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 50,000 |
| Dances (2) | 533 | 799 | 1,065 | 1,065 | 525 | 570 | 620 | 620 | 620 | 525 | 930 | 930 | 8,801 |
| Fundraising/Donations | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 40,000 |
| Gallery sales (3) | 140 | 263 | 350 | 350 | 70 | 70 | 70 | 70 | 70 | 280 | 210 | 300 | 2,243 |
| Live entertainment (4) | 300 | 450 | 600 | 500 | 270 | 270 | 270 | 270 | 270 | 270 | 280 | 600 | 4,350 |
| Memberships (5) | 1,517 | 1,517 | 1,517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 9,204 |
| Movies (6) | 533 | 799 | 1,065 | 1,065 | 525 | 570 | 620 | 620 | 620 | 525 | 930 | 930 | 8,801 |
| Solo-gallery rental (7) | 100 | 150 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,250 |
| Sales tax collected | 104 | 160 | 213 | 207 | 103 | 109 | 116 | 116 | 116 | 117 | 166 | 192 | 1,719 |
| Subtotal | 6,960 | 8,070 | 14,144 | 13,037 | 10,944 | 11,040 | 11,211 | 11,211 | 11,216 | 11,167 | 12,266 | 12,703 | 133,968 |
| Total Cash Inflows | 10,055 | 11,165 | 18,888 | 17,782 | 15,688 | 15,784 | 15,956 | 15,956 | 15,961 | 15,912 | 17,011 | 17,447 | 187,603 |
| **Available Cash Balance** | 37,055 | 18,589 | 33,368 | 46,987 | 56,853 | 57,982 | 59,276 | 60,564 | 61,856 | 63,100 | 65,442 | 68,171 | |
| **Cash Outflows (Expenses)** | | | | | | | | | | | | | |
| **Fixed Expenses:** | | | | | | | | | | | | | |
| Rent | 8,391 | 0 | 0 | 0 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 75,520 |
| Sales tax - rent | 545 | 0 | 0 | 0 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 4,909 |
| Insurance | 300 | | | | | | | | | | | | 300 |
| Utilities | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 18,000 |
| Subtotal | 10,737 | 1,500 | 1,500 | 1,500 | 10,437 | 10,437 | 10,437 | 10,437 | 10,437 | 10,437 | 10,437 | 10,436 | 98,729 |
| Operating Expenses: | | | | | | | | | | | | | |
| Adv&Mkt | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 600 |
| Bank chgs. | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 |
| Cleaning/Pest control | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 3,600 |
| Contingencies | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Credit card fees | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Dues/Subscriptions | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 132 |
| Office supplies | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Movie expenses | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 8,400 |
| Payroll-includes tax | | | | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 15,000 |
| R&M | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Sales tax - sales | 104 | 160 | 213 | 207 | 103 | 109 | 116 | 116 | 116 | 117 | 166 | 192 | 1,719 |
| Speakers/Instructors | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 3,000 |
| Security | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 2,136 |
| Telephone/Wifi | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1,200 |
| Subtotal | 2,553 | 2,609 | 2,662 | 4,322 | 4,219 | 4,225 | 4,231 | 4,231 | 4,231 | 4,233 | 4,281 | 4,308 | 46,107 |
| Start-up costs (see detail): | 16,341 | | | | | | | | | | | | 16,341 |
| **Total Cash Outflows** | 29,631 | 4,109 | 4,162 | 5,822 | 14,656 | 14,661 | 14,668 | 14,668 | 14,668 | 14,669 | 14,718 | 14,744 | 161,177 |
| **Ending Cash Balance** | 7,424 | 14,480 | 29,206 | 41,165 | 42,198 | 43,320 | 44,608 | 45,896 | 47,188 | 48,431 | 50,724 | 53,426 | |

The Hub on Canal Five-Year Consolidated Budget Projection

| | 2012 | 2013 | 2014 | 2015 | 2016 |
|---|---|---|---|---|---|
| Cash Inflows: | | | | | |
| Beginning Cash Balance | 27,000 | 53,427 | 87,896 | 41,365 | 23,834 |
| Contributed Capital | 50,000 | 50,000 | 25,000 | 0 | 0 |
| Rental Income | 53,636 | 94,892 | 94,892 | 94,892 | 94,892 |
| Sales/Classes/Commissions | 34,764 | 34,476 | 34,476 | 34,476 | 34,476 |
| Memberships/Donations | 49,204 | 49,600 | 49,600 | 109,600 | 109,600 |
| Security Deposits | 1,700 | 1,700 | 1,700 | 1,700 | 1,700 |
| Available Cash Balance | 214,604 | 282,395 | 291,864 | 280,333 | 262,802 |
| Cash Outflows: | | | | | |
| Salaries | 15,000 | 30,000 | 80,000 | 80,000 | 80,000 |
| Operating Expenses* | 146,177 | 164,499 | 170,499 | 176,499 | 178,899 |
| Cash Outflows | 161,177 | 194,499 | 250,499 | 256,499 | 258,899 |
| Security Deposits | 1,700 | 1,700 | 1,700 | 1,700 | 1,700 |
| Ending Cash Balance | 53,427 | 87,896 | 41,365 | 23,834 | 3,903 |

*Includes Year-One Start-up Costs shown below

| Start-up cost detail: | |
|---|---|
| Lease Deposits | 8,391 |
| Other deposits | 200 |
| Permits/licenses/fees | 700 |
| Adv&Mkt | 300 |
| Decorating | 450 |
| Fixtures/Equipment | 1,000 |
| Petty cash | 200 |
| Repairs | 1,000 |
| Signage | 700 |
| Software | 250 |
| Supplies | 150 |
| Unanticipated expenses | 3,000 |
| Total | 16,341 |

| Start-up cost detail: | |
|---|---|
| Lease Deposits | 8,391 |
| Other deposits | 200 |
| Permits/licenses/fees | 700 |
| Adv&Mkt | 300 |
| Decorating | 450 |
| Fixtures/Equipment | 1,000 |
| Petty cash | 200 |
| Repairs | 1,000 |
| Signage | 700 |
| Software | 250 |
| Supplies | 150 |
| Unanticipated expenses | 3,000 |
| Total | 16,341 |

## The Hub on Canal Budget Projection - 2012

| | Feb | Mar | Apr | May | June | Jul | Aug | Sep | Oct | Nov | Dec | Jan | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Beginning Cash Balance** | 27,000 | 7,424 | 14,480 | 29,206 | 41,165 | 42,198 | 43,320 | 44,608 | 45,896 | 47,188 | 48,431 | 50,724 | **Totals** |
| **Cash Inflows (Income)** | | | | | | | | | | | | | |
| Rent (3,960 sq. ft.) | 2,906 | 2,906 | 4,455 | 4,455 | 4,455 | 4,455 | 4,455 | 4,455 | 4,455 | 4,455 | 4,455 | 4,455 | 50,362 |
| Sales tax collected | 189 | 189 | 290 | 290 | 290 | 290 | 290 | 290 | 290 | 290 | 290 | 290 | 3,274 |
| Subtotal | 3,095 | 3,095 | 4,745 | 4,745 | 4,745 | 4,745 | 4,745 | 4,745 | 4,745 | 4,745 | 4,745 | 4,745 | 53,636 |
| Classes/Lectures (1) | 400 | 600 | 800 | 800 | 400 | 400 | 465 | 465 | 470 | 400 | 700 | 700 | 6,600 |
| CRA Contributions | | | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 50,000 |
| Dances (2) | 533 | 799 | 1,065 | 1,065 | 525 | 570 | 620 | 620 | 620 | 525 | 930 | 930 | 8,801 |
| Fundraising/Donations | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 40,000 |
| Gallery sales (3) | 140 | 263 | 350 | 350 | 70 | 70 | 70 | 70 | 70 | 280 | 210 | 300 | 2,243 |
| Live entertainment (4) | 300 | 450 | 600 | 500 | 270 | 270 | 270 | 270 | 270 | 270 | 280 | 600 | 4,350 |
| Memberships (5) | 1,517 | 1,517 | 1,517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 9,204 |
| Movies (6) | 533 | 799 | 1,065 | 1,065 | 525 | 570 | 620 | 620 | 620 | 525 | 930 | 930 | 8,801 |
| Solo-gallery rental (7) | 100 | 150 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,250 |
| Sales tax collected | 104 | 160 | 213 | 207 | 103 | 109 | 116 | 116 | 116 | 117 | 166 | 192 | 1,719 |
| Subtotal | 6,960 | 8,070 | 14,144 | 13,037 | 10,944 | 11,040 | 11,211 | 11,211 | 11,216 | 11,167 | 12,266 | 12,703 | 133,968 |
| Total Cash Inflows | 10,055 | 11,165 | 18,888 | 17,782 | 15,688 | 15,784 | 15,956 | 15,956 | 15,961 | 15,912 | 17,011 | 17,447 | 187,603 |
| **Available Cash Balance** | 37,055 | 18,589 | 33,368 | 46,987 | 56,853 | 57,982 | 59,276 | 60,564 | 61,856 | 63,100 | 65,442 | 68,171 | |
| **Cash Outflows (Expenses)** | | | | | | | | | | | | | |
| **Fixed Expenses:** | | | | | | | | | | | | | |
| Rent | 8,391 | 0 | 0 | 0 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 75,520 |
| Sales tax - rent | 545 | 0 | 0 | 0 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 4,909 |
| Insurance | 300 | | | | | | | | | | | | 300 |
| Utilities | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 18,000 |
| Subtotal | 10,737 | 1,500 | 1,500 | 1,500 | 10,437 | 10,437 | 10,437 | 10,437 | 10,437 | 10,437 | 10,437 | 10,436 | 98,729 |
| Operating Expenses: | | | | | | | | | | | | | |
| Adv&Mkt | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 600 |
| Bank chgs. | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 |
| Cleaning/Pest control | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 3,600 |
| Contingencies | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Credit card fees | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Dues/Subscriptions | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 132 |
| Office supplies | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Movie expenses | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 8,400 |
| Payroll-includes tax | | | | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 15,000 |
| R&M | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Sales tax - sales | 104 | 160 | 213 | 207 | 103 | 109 | 116 | 116 | 116 | 117 | 166 | 192 | 1,719 |
| Speakers/Instructors | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 3,000 |
| Security | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 2,136 |
| Telephone/Wifi | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1,200 |
| Subtotal | 2,553 | 2,609 | 2,662 | 4,322 | 4,219 | 4,225 | 4,231 | 4,231 | 4,231 | 4,233 | 4,281 | 4,308 | 46,107 |
| Start-up costs (see detail): | 16,341 | | | | | | | | | | | | 16,341 |
| **Total Cash Outflows** | 29,631 | 4,109 | 4,162 | 5,822 | 14,656 | 14,661 | 14,668 | 14,668 | 14,668 | 14,669 | 14,718 | 14,744 | 161,177 |
| **Ending Cash Balance** | 7,424 | 14,480 | 29,206 | 41,165 | 42,198 | 43,320 | 44,608 | 45,896 | 47,188 | 48,431 | 50,724 | 53,426 | |

## The Hub on Canal Budget Projection - 2013

| | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Fundraising/Donations** | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 40,000 |
| **CRA contributions** | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,163 | 50,000 |
| **Beginning Cash Balance** | 53,426 | 55,476 | 59,525 | 63,645 | 67,664 | 69,693 | 71,813 | 74,097 | 76,381 | 78,671 | 80,910 | 84,200 | **Totals** |
| **Cash Inflows (Income)** | | | | | | | | | | | | | |
| Rent (3,960 sq. ft.) | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 89,100 |
| Sales tax collected | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 5,792 |
| Subtotal | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 94,892 |
| Classes/Lectures (1) | 800 | 800 | 800 | 800 | 400 | 400 | 465 | 465 | 470 | 400 | 700 | 700 | 7,200 |
| Dances (2) | 1,065 | 1,065 | 1,065 | 1,065 | 525 | 570 | 620 | 620 | 620 | 525 | 930 | 930 | 9,600 |
| Gallery sales (3) | 280 | 280 | 350 | 350 | 70 | 70 | 70 | 70 | 70 | 280 | 210 | 300 | 2,400 |
| Live entertainment (4) | 600 | 600 | 600 | 500 | 270 | 270 | 270 | 270 | 270 | 270 | 280 | 600 | 4,800 |
| Memberships (5) | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 6,204 |
| Movies (6) | 1,065 | 1,065 | 1,065 | 1,065 | 525 | 570 | 620 | 620 | 620 | 525 | 930 | 930 | 9,600 |
| Solo-gallery rental (7) | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Sales tax collected | 209 | 209 | 213 | 207 | 103 | 109 | 116 | 116 | 116 | 117 | 166 | 192 | 1,872 |
| Subtotal | 4,736 | 4,736 | 4,810 | 4,704 | 2,610 | 2,706 | 2,878 | 2,878 | 2,883 | 2,834 | 3,933 | 4,369 | 44,076 |
| **Total Cash Inflows** | 12,643 | 12,643 | 12,718 | 12,611 | 10,518 | 10,614 | 10,785 | 10,785 | 10,790 | 10,742 | 11,840 | 12,277 | 138,968 |
| **Available Cash Balance** | 73,570 | 75,619 | 79,743 | 83,756 | 85,682 | 87,807 | 90,098 | 92,383 | 94,672 | 96,913 | 100,251 | 103,973 | 282,394 |
| Security Deposits | 1,700 | | | | | | | | | | | | 1,700 |
| **Cash Outflows (Expenses)** | | | | | | | | | | | | | |
| Fixed Expenses: | | | | | | | | | | | | | |
| Rent | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 100,694 |
| Sales tax - rent | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 6,545 |
| Insurance | 2,000 | | | | | | | | | | | | 2,000 |
| Utilities | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 24,000 |
| Subtotal | 12,936 | 10,937 | 10,937 | 10,937 | 10,937 | 10,937 | 10,937 | 10,937 | 10,937 | 10,937 | 10,937 | 10,937 | 133,239 |
| Operating Expenses: | | | | | | | | | | | | | |
| Adv&Mkt | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 600 |
| Bank chgs. | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 |
| Cleaning/Pest Control | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 3,600 |
| Contingencies | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Credit card fees | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Dues/Subscriptions | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 132 |
| Office supplies | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Movie expenses | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 8,400 |
| Payroll-includes tax | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 30,000 |
| R&M | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Sales tax - sales | 209 | 209 | 213 | 207 | 103 | 109 | 116 | 116 | 116 | 117 | 166 | 192 | 1,872 |
| Speakers/Instructors | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 3,000 |
| Security | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 2,136 |
| Telephone/Wifi | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1,200 |
| Subtotal | 5,158 | 5,158 | 5,162 | 5,156 | 5,052 | 5,058 | 5,065 | 5,065 | 5,065 | 5,066 | 5,115 | 5,141 | 61,260 |
| **Total Cash Outflows** | 18,094 | 16,094 | 16,099 | 16,092 | 15,989 | 15,995 | 16,001 | 16,001 | 16,001 | 16,003 | 16,051 | 16,078 | 194,499 |
| **Ending Cash Balance** | 55,476 | 59,525 | 63,645 | 67,664 | 69,693 | 71,813 | 74,097 | 76,381 | 78,671 | 80,910 | 84,200 | 87,895 | |

## The Hub on Canal Budget Projection - 2014

| | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Beginning Cash Balance** | 87,895 | 83,194 | 80,493 | 77,862 | 75,131 | 70,410 | 65,779 | 61,313 | 56,847 | 52,386 | 47,875 | 44,414 | **Totals** |
| **Cash Inflows (Income)** | | | | | | | | | | | | | |
| Rent (3,960 sq. ft.) | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 89,100 |
| Sales tax collected | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 5,792 |
| Subtotal | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 94,892 |
| Classes/Lectures (1) | 800 | 800 | 800 | 800 | 400 | 400 | 465 | 465 | 470 | 400 | 700 | 700 | 7,200 |
| CRA contributions | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 25,000 |
| Dances (2) | 1,065 | 1,065 | 1,065 | 1,065 | 525 | 570 | 620 | 620 | 620 | 525 | 930 | 930 | 9,600 |
| Fundraising/Donations | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 40,000 |
| Gallery sales (3) | 280 | 280 | 350 | 350 | 70 | 70 | 70 | 70 | 70 | 280 | 210 | 300 | 2,400 |
| Live entertainment (4) | 600 | 600 | 600 | 500 | 270 | 270 | 270 | 270 | 270 | 270 | 280 | 600 | 4,800 |
| Memberships (5) | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 6,204 |
| Movies (6) | 1,065 | 1,065 | 1,065 | 1,065 | 525 | 570 | 620 | 620 | 620 | 525 | 930 | 930 | 9,600 |
| Solo-gallery rental (7) | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Sales tax collected | 209 | 209 | 213 | 207 | 103 | 109 | 116 | 116 | 116 | 117 | 166 | 192 | 1,872 |
| Subtotal | 10,152 | 10,152 | 10,227 | 10,120 | 8,027 | 8,123 | 8,294 | 8,294 | 8,299 | 8,251 | 9,349 | 9,786 | 109,076 |
| **Total Cash Inflows** | 18,060 | 18,060 | 18,134 | 18,028 | 15,935 | 16,030 | 16,202 | 16,202 | 16,207 | 16,158 | 17,257 | 17,694 | 203,968 |
| **Available Cash Balance** | 105,955 | 101,254 | 98,628 | 95,890 | 91,066 | 86,441 | 81,981 | 77,515 | 73,054 | 68,545 | 65,132 | 62,108 | |
| **Cash Outflows (Expenses)** | | | | | | | | | | | | | |
| Fixed Expenses: | | | | | | | | | | | | | |
| Rent | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 100,694 |
| Sales tax - rent | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 6,545 |
| Insurance | 2,000 | | | | | | | | | | | | 2,000 |
| Utilities | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 30,000 |
| Subtotal | 13,436 | 11,437 | 11,437 | 11,437 | 11,437 | 11,437 | 11,437 | 11,437 | 11,437 | 11,437 | 11,437 | 11,437 | 139,239 |
| Operating Expenses: | | | | | | | | | | | | | |
| Adv&Mkt | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 600 |
| Bank chgs. | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 |
| Cleaning | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Contingencies | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Credit card fees | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Dues/Subscriptions | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 132 |
| Office supplies | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Movie expenses | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 8,400 |
| Payroll-includes tax | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 80,000 |
| Pest control | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1,200 |
| R&M | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Sales tax - sales | 209 | 209 | 213 | 207 | 103 | 109 | 116 | 116 | 116 | 117 | 166 | 192 | 1,872 |
| Speakers/Instructors | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 3,000 |
| Security | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 2,136 |
| Telephone/Wifi | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1,200 |
| Subtotal | 9,324 | 9,324 | 9,329 | 9,322 | 9,219 | 9,225 | 9,231 | 9,231 | 9,231 | 9,233 | 9,281 | 9,308 | 111,260 |
| **Total Cash Outflows** | 22,761 | 20,761 | 20,765 | 20,759 | 20,656 | 20,661 | 20,668 | 20,668 | 20,668 | 20,669 | 20,718 | 20,745 | 250,499 |
| **Ending Cash Balance** | 83,194 | 80,493 | 77,862 | 75,131 | 70,410 | 65,779 | 61,313 | 56,847 | 52,386 | 47,875 | 44,414 | 41,363 | |

## The Hub on Canal Budget Projection - 2015

| | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Beginning Cash Balance** | 41,363 | 39,079 | 38,795 | 38,581 | 38,266 | 35,962 | 33,748 | 31,698 | 29,649 | 27,605 | 25,511 | 24,466 | **Totals** |
| **Cash Inflows (Income)** | | | | | | | | | | | | | |
| Rent (3,960 sq. ft.) | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 89,100 |
| Sales tax collected | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 5,792 |
| Subtotal | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 94,892 |
| Classes/Lectures (1) | 800 | 800 | 800 | 800 | 400 | 400 | 465 | 465 | 470 | 400 | 700 | 700 | 7,200 |
| Dances (2) | 1,065 | 1,065 | 1,065 | 1,065 | 525 | 570 | 620 | 620 | 620 | 525 | 930 | 930 | 9,600 |
| Fundraising/Donations | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 100,000 |
| Gallery sales (3) | 280 | 280 | 350 | 350 | 70 | 70 | 70 | 70 | 70 | 280 | 210 | 300 | 2,400 |
| Live entertainment (4) | 600 | 600 | 600 | 500 | 270 | 270 | 270 | 270 | 270 | 270 | 280 | 600 | 4,800 |
| Memberships (5) | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 6,204 |
| Movies (6) | 1,065 | 1,065 | 1,065 | 1,065 | 525 | 570 | 620 | 620 | 620 | 525 | 930 | 930 | 9,600 |
| Solo-gallery rental (7) | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Sales tax collected | 209 | 209 | 213 | 207 | 103 | 109 | 116 | 116 | 116 | 117 | 166 | 192 | 1,872 |
| Subtotal | 13,069 | 13,069 | 13,144 | 13,037 | 10,944 | 11,040 | 11,211 | 11,211 | 11,216 | 11,167 | 12,266 | 12,703 | 144,076 |
| **Total Cash Inflows** | 20,977 | 20,977 | 21,051 | 20,945 | 18,851 | 18,947 | 19,119 | 19,119 | 19,124 | 19,075 | 20,174 | 20,610 | 238,968 |
| **Available Cash Balance** | 62,340 | 60,056 | 59,846 | 59,525 | 57,118 | 54,909 | 52,866 | 50,817 | 48,773 | 46,680 | 45,684 | 45,077 | |
| **Cash Outflows (Expenses)** | | | | | | | | | | | | | |
| Fixed Expenses: | | | | | | | | | | | | | |
| Rent | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 100,694 |
| Sales tax - rent | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 6,545 |
| Insurance | 2,000 | | | | | | | | | | | | 2,000 |
| Utilities | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 36,000 |
| Subtotal | 13,936 | 11,937 | 11,937 | 11,937 | 11,937 | 11,937 | 11,937 | 11,937 | 11,937 | 11,937 | 11,937 | 11,937 | 145,239 |
| Operating Expenses: | | | | | | | | | | | | | |
| Adv&Mkt | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 600 |
| Bank chgs. | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 |
| Cleaning | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Contingencies | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Credit card fees | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Dues/Subscriptions | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 132 |
| Office supplies | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Movie expenses | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 8,400 |
| Payroll-includes tax | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 80,000 |
| Pest control | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1,200 |
| R&M | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Sales tax - sales | 209 | 209 | 213 | 207 | 103 | 109 | 116 | 116 | 116 | 117 | 166 | 192 | 1,872 |
| Speakers/Instructors | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 3,000 |
| Security | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 2,136 |
| Telephone/Wifi | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1,200 |
| Subtotal | 9,324 | 9,324 | 9,329 | 9,322 | 9,219 | 9,225 | 9,231 | 9,231 | 9,231 | 9,233 | 9,281 | 9,308 | 111,260 |
| **Total Cash Outflows** | 23,261 | 21,261 | 21,265 | 21,259 | 21,156 | 21,161 | 21,168 | 21,168 | 21,168 | 21,169 | 21,218 | 21,245 | 256,499 |
| **Ending Cash Balance** | 39,079 | 38,795 | 38,581 | 38,266 | 35,962 | 33,748 | 31,698 | 29,649 | 27,605 | 25,511 | 24,466 | 23,832 | |

## The Hub on Canal Budget Projection - 2016

| | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Beginning Cash Balance** | 23,832 | 21,348 | 20,864 | 20,449 | 19,935 | 17,431 | 15,016 | 12,767 | 10,518 | 8,273 | 5,979 | 4,735 | |
| **Cash Inflows (Income)** | | | | | | | | | | | | | |
| Rent (3,960 sq. ft.) | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 7,425 | 89,100 |
| Sales tax collected | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 483 | 5,792 |
| Subtotal | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 7,908 | 94,892 |
| Classes/Lectures (1) | 800 | 800 | 800 | 800 | 400 | 400 | 465 | 465 | 470 | 400 | 700 | 700 | 7,200 |
| Dances (2) | 1,065 | 1,065 | 1,065 | 1,065 | 525 | 570 | 620 | 620 | 620 | 525 | 930 | 930 | 9,600 |
| Fundraising/Donations | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 100,000 |
| Gallery sales (3) | 280 | 280 | 350 | 350 | 70 | 70 | 70 | 70 | 70 | 280 | 210 | 300 | 2,400 |
| Live entertainment (4) | 600 | 600 | 600 | 500 | 270 | 270 | 270 | 270 | 270 | 270 | 280 | 600 | 4,800 |
| Memberships (5) | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 517 | 6,204 |
| Movies (6) | 1,065 | 1,065 | 1,065 | 1,065 | 525 | 570 | 620 | 620 | 620 | 525 | 930 | 930 | 9,600 |
| Solo-gallery rental (7) | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Sales tax collected | 209 | 209 | 213 | 207 | 103 | 109 | 116 | 116 | 116 | 117 | 166 | 192 | 1,872 |
| Subtotal | 13,069 | 13,069 | 13,144 | 13,037 | 10,944 | 11,040 | 11,211 | 11,211 | 11,216 | 11,167 | 12,266 | 12,703 | 144,076 |
| **Total Cash Inflows** | 20,977 | 20,977 | 21,051 | 20,945 | 18,851 | 18,947 | 19,119 | 19,119 | 19,124 | 19,075 | 20,174 | 20,610 | 238,968 |
| **Available Cash Balance** | 44,809 | 42,324 | 41,915 | 41,394 | 38,786 | 36,378 | 34,135 | 31,886 | 29,641 | 27,348 | 26,153 | 25,345 | |
| **Cash Outflows (Expenses)** | | | | | | | | | | | | | |
| Fixed Expenses: | | | | | | | | | | | | | |
| Rent | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 8,391 | 100,694 |
| Sales tax - rent | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 545 | 6,545 |
| Insurance | 2,000 | | | | | | | | | | | | 2,000 |
| Utilities | 3,200 | 3,200 | 3,200 | 3,200 | 3,200 | 3,200 | 3,200 | 3,200 | 3,200 | 3,200 | 3,200 | 3,200 | 38,400 |
| Subtotal | 14,136 | 12,137 | 12,137 | 12,137 | 12,137 | 12,137 | 12,137 | 12,137 | 12,137 | 12,137 | 12,137 | 12,137 | 147,639 |
| Operating Expenses: | | | | | | | | | | | | | |
| Adv&Mkt | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 600 |
| Bank chgs. | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 |
| Cleaning | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Contingencies | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Credit card fees | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Dues/Subscriptions | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 132 |
| Office supplies | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Movie expenses | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 700 | 8,400 |
| Payroll-includes tax | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 6,667 | 80,000 |
| Pest control | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1,200 |
| R&M | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Sales tax - sales | 209 | 209 | 213 | 207 | 103 | 109 | 116 | 116 | 116 | 117 | 166 | 192 | 1,872 |
| Speakers/Instructors | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 3,000 |
| Security | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 178 | 2,136 |
| Telephone/Wifi | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1,200 |
| Subtotal | 9,324 | 9,324 | 9,329 | 9,322 | 9,219 | 9,225 | 9,231 | 9,231 | 9,231 | 9,233 | 9,281 | 9,308 | 111,260 |
| **Total Cash Outflows** | 23,461 | 21,461 | 21,465 | 21,459 | 21,356 | 21,361 | 21,368 | 21,368 | 21,368 | 21,369 | 21,418 | 21,445 | 258,899 |
| **Ending Cash Balance** | 21,348 | 20,864 | 20,449 | 19,935 | 17,431 | 15,016 | 12,767 | 10,518 | 8,273 | 5,979 | 4,735 | 3,900 | |

## The Hub on Canal Cash Flow Statement - 7/1/2011 to 1/24/2012

| | Uncategorized | Benefactor | Corp | Family | Friend | Individual | Patron | Visionary | OVERALL TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| INFLOWS | | | | | | | | | |
| Int inc | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Membership | | 14,000 | 500 | 750 | 1,600 | 400 | 2,100 | 8,000 | 27,350 |
| TOTAL INFLOWS | 2 | 14,000 | 500 | 750 | 1,600 | 400 | 2,100 | 8,000 | 27,352 |
| OUTFLOWS | | | | | | | | | |
| Advtg | 152 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 152 |
| Bank Charge | 64 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 64 |
| Biz misc. | 131 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 131 |
| TOTAL OUTFLOWS | 347 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 347 |
| OVERALL TOTAL | -346 | 14,000 | 500 | 750 | 1,600 | 400 | 2,100 | 8,000 | 27,004 |

**As shown the marketing of membership is currently shown at the minimum of one category only. Marketing opportunities will be ongoing.**

**Further potential exists for annual film festival, writers conferences, retreats and workshops, lecture series and private and corporate rental for parties, weddings and seminars.**
**No addition has been made to these projections for grant money or sponsorships.**

Income Notes:

(1) Classes: Based on 5 classes per week, $3 per person and 10 people per class.
(2) Dances: Based on 2 dances per mo., 40 people at $10 per person.
(3) Gallery sales: Based on sales of $500/mo. x 40% split with artist.
(4) Live entertainment: Based on 2 shows per mo., 20 people at $10 per person.
(5) Memberships based on:
$50 Family memberships - 2.4 per week - OR
$100 Friend memberships - 1.2 per week - OR
$350 Patron memberships - 18 per year - OR
$1,000 Benefactor memberships - 6.2 per year
(6) Movie Theater and Courtyard - with wine/coffee service:
Our figure is based on a low estimate of 20 people per week at $10 each which equals $800/mo.
Attendance estimates range from:
low - 20 people per week at $10 each which equals $800/mo.
mid - 60 people per week at $10 each which equals $2,400/mo.
high - 120 people per week at $10 each which equals $4,800/mo.
There is a very strong upside revenue potential in this program.
(7) Based on individual gallery show for 2 weeks at $250 per show.

The Hub on Canal Studio Sub-lessees

| Studio | Name | Sq.Ft. | X $1.50 | sales tax | Annual | Sec Dep. | Artist's |
|---|---|---|---|---|---|---|---|
| 1 | Reynolds, Sue - 690-8831 | 132 | 198 | 211 | 2,530 | 200 | Sue Reynolds - artist - msreynoldsartist.com |
| 2 | Bowen, Theresa | 99 | 149 | 158 | 1,898 | 100 | Theresa Bowen - pottery - claygallery.com |
| 3 | Et Al (Stern, White, McLeod & Ellis | 70 | 105 | 112 | 1,342 | 100 | Stern, et.al. - hand-crafted jewelry, painted furniture, fiber art |
| 4 | Oralba - 847-2248 | 56 | 84 | 89 | 1,074 | 100 | Oralba - hand-made shoes - oralba.com |
| 5 | Ramey, Pamela | 66 | 99 | 105 | 1,265 | 100 | Pamely Ramey-Tatum - pamelarameytatum.com |
| 6 | Antoinette Slick | 96 | 144 | 153 | 1,840 | 100 | Antoinette Slick - painter |
| 6A | Not leaseable except for events | 0 | | | | | |
| 7 | | 341 | | | | | |
| 7A | | 121 | | | | | |
| 8 | SCDT | 141 | 212 | 225 | 2,703 | | Surfscape Contemporary Dance Theater - surfscapedance.org |
| 9 | Steighner, Mark | 104 | 156 | 166 | 1,994 | 100 | Mark Steighner - photographer, journalist |
| 10 | Ratliff, Ian | 104 | 156 | 166 | 1,994 | 100 | Ian Ratliff - architect - ratliffarchitecture.com |
| 11 | Mackay, Sally | 104 | 156 | 166 | 1,994 | 100 | Sally Mackay - classical guitar |
| 12 | Hartwig, Joan - 428-1636 | 54 | 81 | 86 | 1,035 | 100 | Joan Hartwig - writer - joanhartwig.com |
| 13 | | 54 | | | | | |
| 14 | | 94 | | | | | |
| 15 | Kennedy, Don - 677-7445 | 130 | 195 | 208 | 2,492 | 100 | Don Kennedy - large acrylics and oils |
| 16 | | 312 | | | | | |
| 17 | Gail and James Hoolsema | 325 | 488 | 519 | 6,230 | 100 | |
| 18 | Russ, Nancy 689-9161 & Sarah 689-2967 | 226 | 339 | 361 | 4,332 | 100 | Nancy Russ - skin care |
| 19 | wine bar | 708 | 1,062 | 1,131 | 13,572 | | Wine/coffee bar |
| 19A | | 422 | 633 | 674 | 8,090 | | |
| 19B | SCDT | | 0 | | | | Surfscape Contemporary Dance Theater - surfscapedance.org |
| 20A | | 300 | 450 | 479 | 5,751 | | |
| 20B | Not leaseable | 0 | 0 | | | | |
| 21 | Gilmer, Judy - 427-7800 | 97 | 146 | 155 | 1,859 | 100 | Judy Gilmer - artist - judygilmerart.com |
| 22 | Wild, Beau - 322-4249 | 133 | 200 | 212 | 2,550 | 100 | Beau Wild - artist - beauwild.com |
| | Waiting list Jac Downie | | | | | 100 | Jac Downie - oils |
| | Total | 4,289 | 5,051 | 5,379 | 64,545 | 1,700 | |

## Justification of income assumptions.

**(1) Sub-leased spaces**

Total sub-lease space = 3,652 sq ft per month
Potential artist booths = 2,222 sq ft = $3,333 yr 1; $5,555 yr 2
Dance studio = 722sq ft = $1,625 yr 1; $1,805 yr 2
Wine/Coffee Bar = 708 sq ft =$1,062 yr 1; $1,770 yr 2

**Suites 16 & 17**: south half of building 124 (less washroom and common area 2) measuring 638 sq ft.

**Suite 19:** (and possibly conference room 1): N/W corner of building 132 including access to Magnolia St: measuring 708 sq ft (+ 130) for W/C Bar leasing at $1.50 per sq ft/mo for year 1, and $2.50 per sq ft thereafter.

**Suites 1-22A:** rent at $1.50 per sq ft/ mo in year 1, increasing to $2.50 thereafter. Current tenant list includes: 8 painters, 2 potters, 1 shoemaker, 1 classical guitar teacher, 2 writers, 3 jewelers, 1 glassmaker, 2 fabric artists, 2 sculptors/bas relief, 1 architect.

Rent amount based on typical range of $3.00-4.00 and up for 'community buildings' in Port Orange, Ormond Beach, Daytona area, Edgewater.

**(4) Gallery sales**

$200/month based on total sales amounting to $500. At 40/60 split hub/artist(s).

Arts on Douglas operates on 50/50 split; Mike Ring Gallery intends a 45/55 split; Hollingsworth & claystephens galleries have 40/60; Artist Workshop & Peabody Auditorium 30/70.

**(5) Classes**

$600/month based on 5 classes/ week @ $3.00/person and 10 people per class

Range of subjects will be very broad and based on members' suggestions. Cost low @ $3.00/person/class for ongoing weekly group-classes and $10/hr for specific subject classes. Workshops will be $20-$30/ hr. with discount for members.

Rates based on typical range of $5.00/hr - $15/hr at Gateway, ACA, Deland, Sanford, Studio 308, Vero Beach.

**(6) Movies**

$800 per month based on low of 20 people per week @ $10.00 per person.

Tickets would be pre-sold, with group/specialty appeal, wine and coffee service. Program has strong upside revenue potential of mid-rang 60 people per week = $2,400/mo and high of 120 people per week = $4,800/month. Options of Film Club, memberships, special events, teleconferencing.
Cinematique Daytona charges $8.00; Enzian Orlando charges $10.00.
Promotional opportunities exist with local businesses and restaurants sponsoring specific movies.

**(7) Dances**
$800 per month based on 2 dances per month with 20 people @ $10.00 per person.

Prices based on Salsa Ballroom Dances, Daytona $8.00; Quanita's Daytona $10.00; Ormond Beach dancing $10.00; Deltona $10.00.

**(7) Live entertainment**
$400 based on 2 shows per month with 20 people @ $10.00 per person.

Low price of $10.00 based on Marc Monteson Entertainment. Potential exists for $25- $40 depending on artist.

**(8) Solo gallery shows**
$100-$200 per month depending on whether solo/group/youth/schools or non-profit orgs, and whether any reception.

Rate-range & flexibility is based on Peabody Auditorium, Arts on Douglas, Artists' Workshop, Daytona Art League

**(9) Memberships**
$517 per month = goal of $6,200 per year
from $25 Individual at 4.8 memberships/week
or $50 Family at 2.4 memberships/week
or $100 Friend at 1.2 memberships/week
or $350 Patron at 1 memberships every 2 months
or $1,000 Benefactor at 6.2 memberships per year.

Membership rates are based on:
ACA: $40/70/100/250/1,000
Gateway: $35/40/45.
Deland Museum: $35/55/100-249/250-499/500-999/1,000-2,499
Deland Museum of Women's Art: $25/50/100/200/500/1,000/2,500.

**Further potential exists for:**

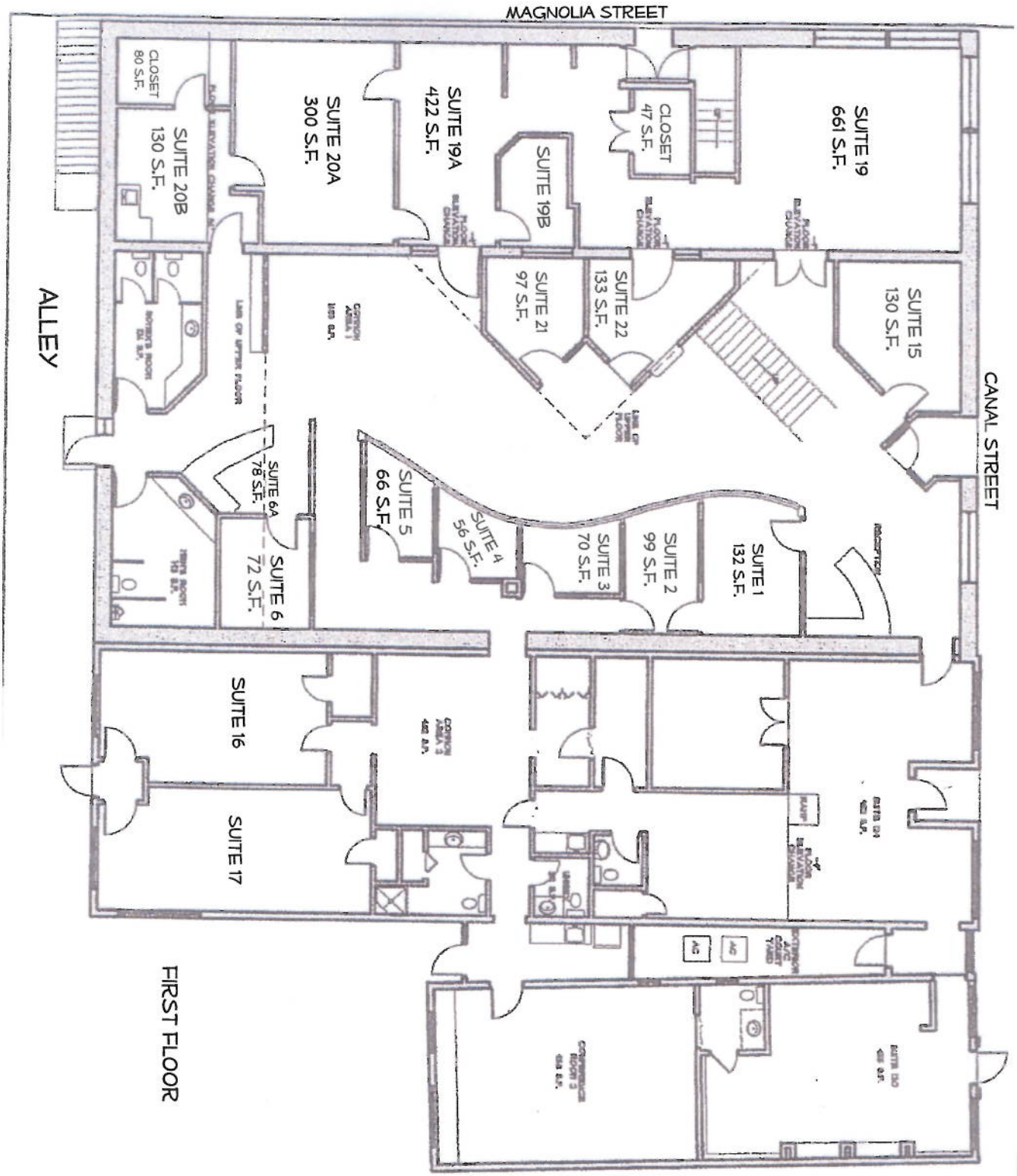
**An annual film-festival:** growing from a weekend event into a 10-day event. Numbers attending are un-limited.
Suggested date is late spring before winter-visitors leave the area. Venues could include ACA, NSB High School Auditorium, Chamber of Commerce, Brannon Center, and ultimately rented space at the Beacon Theater

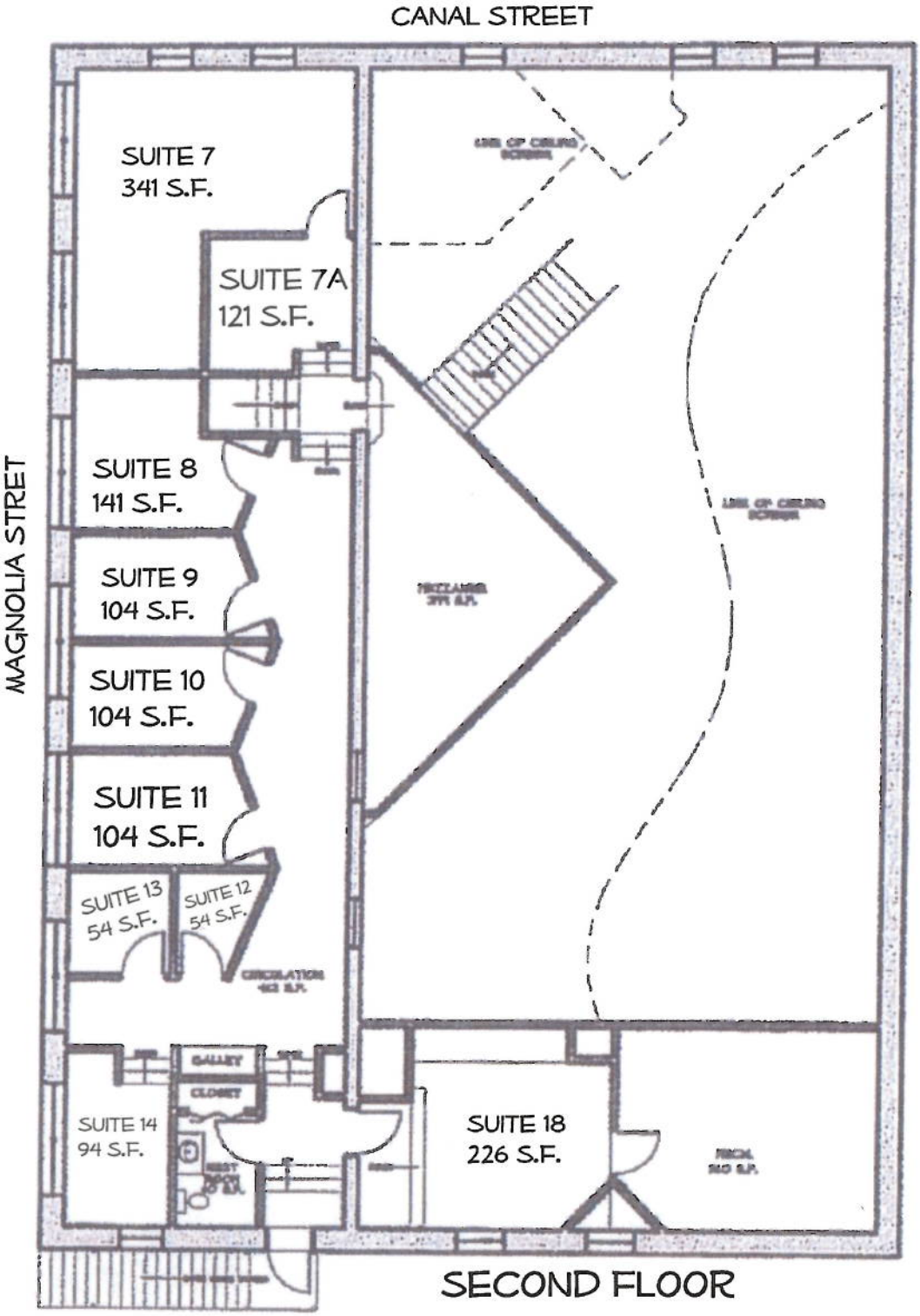
**An annual writers' conference**: growing from a weekend event into a 10-day event. Numbers attending could be in the hundreds.
Suggested date is early spring in order to take advantage of good weather. Venues are available.

**Retreats and workshops:** ranging from twenty-four hours to weekends. Yoga, meditation, writing, music, drama.

**Winter lecture series:** ranging from 6-12 weeks.

**Rental space** available for private and corporate parties, weddings & seminars


MAGNOLIA STREET
CANAL STREET
ALLEY
FIRST FLOOR
SUITE 19
661 S.F.
SUITE 15
130 S.F.
CLOSET
47 S.F.
SUITE 19B
SUITE 19A
422 S.F.
SUITE 20A
300 S.F.
CLOSET
80 S.F.
SUITE 20B
130 S.F.
SUITE 21
97 S.F.
SUITE 22
133 S.F.
SUITE 1
132 S.F.
SUITE 2
99 S.F.
SUITE 3
70 S.F.
SUITE 4
56 S.F.
SUITE 5
66 S.F.
SUITE 6A
78 S.F.
SUITE 6
72 S.F.
SUITE 16
SUITE 17
RECEPTION
RAMP
AC
AC


CANAL STREET
MAGNOLIA STRET
SUITE 7
341 S.F.
SUITE 7A
121 S.F.
SUITE 8
141 S.F.
SUITE 9
104 S.F.
SUITE 10
104 S.F.
SUITE 11
104 S.F.
SUITE 13
54 S.F.
SUITE 12
54 S.F.
SUITE 14
94 S.F.
SUITE 18
226 S.F.
SECOND FLOOR

**SURFSCAPE CONTEMPORARY DANCE THEATRE**
DELIVERING THE ART OF MODERN DANCE TO VOLUSIA COUNTY

**Rachael Leonard & Kristin Polizzi**
Artistic/Executive Directors

563 Caro Court
New Smyrna Beach, Fl 32168
386.233.4885

surfscapedance.org

August 16, 2011

To Whom It May Concern,

It is the intention of Surfscape Contemporary Dance Theatre, Inc. of New Smyrna Beach, Florida, to be a residing partner in The Hub on Canal, to be located at 132 Canal Street in New Smyrna Beach. SCDT commits to lease Suite 8, a 124 square foot office on the second floor at the price of $2./SqFt, and Suites 16 and 17 at the rear of the main floor for the initial rate of $1.50/SqFt. The total rent for the two spaces will total $1195 per month, however, SCDT agrees to renegotiate the rate for Suites 16 and 17 after 6 and 12 months of activity. At which time, if revenue generated by SCDT is adequate enough to increase the rent payment, SCDT is prepared to increase the rental payment to a fair and reasonable rate that is no lower than $1.50/SqFt and that is equitable for all parties involved. SCDT is immediately prepared to put down first, last and security on the three spaces and will furnish all labor, supplies, and applicable permits to renovate Suites 17 and 18 into a single studio space that is appropriate for dance and related activities.

Surfscape Contemporary Dance Theatre, Inc. is an established and independent non-profit (501c3) professional dance company that serves and resides in Volusia County. The company is comprised of two founding Directors, an active Board of Directors, and 15 paid professional dancers. SCDT has a seven year history of offering successful programs and professional dance productions year-round. The company is financially stable and has earned widespread respect and praise throughout the local community. SCDT has amicable and reciprocal partnerships with several local organizations including Atlantic Center for the Arts, The Museum of Arts and Sciences, Southeast Museum of Photography, Daytona State College, Very Special Arts, United Cerebral Palsy, Volusia Flagler YMCA, and the Volusia County Cultural Alliance, among many others. More comprehensive information about SCDT can be found on the company website, surfscapedance.org.

Office space at The Hub on Canal will be used by SCDT for general purposes including administration and box office operations. The studio space will be used for a wide array of purposes including, but not limited to; company rehearsals, company class, master classes and community classes in Creative Movement, Ballet, Modern Dance, Zumba, Zumba Gold, CardioDance, Ashtanga Yoga, Vinyasa Flow Yoga, Mat Pilates, African Dance, Jazz Dance, Ballroom Dance, Line Dancing, Senior Fitness, Belly Dance, Musical Theater, Jazz Dance, Hip-Hop, Conditioning and Stretch, and Aerial Silk, Lyra and Harness. In addition, movement related classes will be offered to underserved youth and groups with varying special needs (wheelchair, Parkinson's, Cerebral Palsy, Autism, blindness, etc), as an extension of SCDT current Community Outreach Programming. The schedule will serve all levels and ages from youth to active older adult and will accommodate for those from varying financial backgrounds. Classes will be facilitated by SCDT's extensive group of degreed and certified professional instructors and by carefully selected guests. Approximately 25-38 classes will be offered each week.

SCDT will work with The Hub organization and fellow residents to create programs and fundraising events to ensure the success and longevity of the facility. SCDT is confident that The Hub is a necessary and limitless concept with serious potential. More specifically, 132 Canal Street is an ideal location and space. Please accept this letter of intent as a written commitment to both lease said spaces and participate in the fruition of the project.

Sincerely,

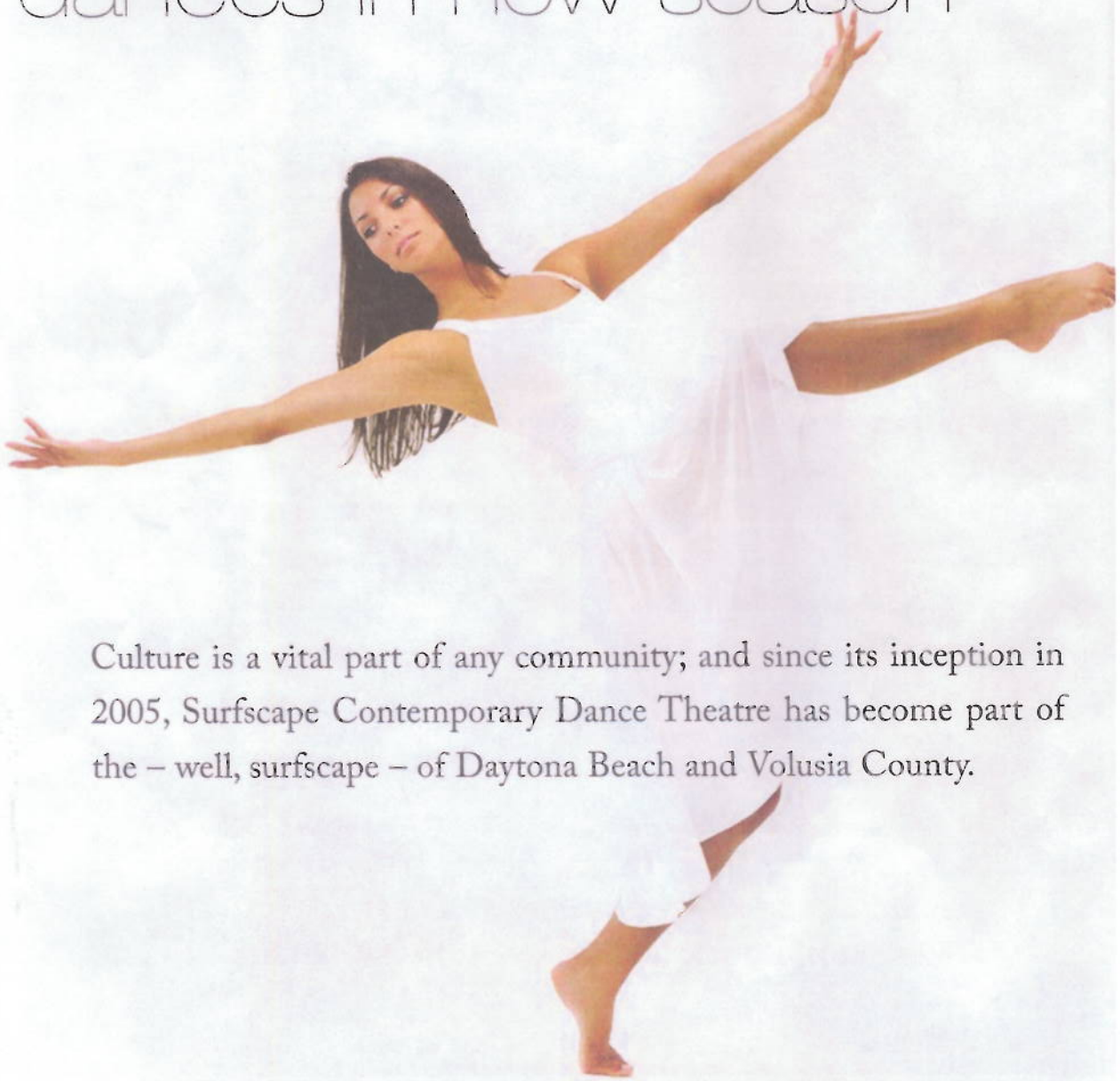
Rachael Leonard & Kristin Polizzi
Executive/Artistic Directors

Samantha Anderson
Board Chair

scdt

By Patti Light

# Surfscape dances in new season



Culture is a vital part of any community; and since its inception in 2005, Surfscape Contemporary Dance Theatre has become part of the – well, surfscape – of Daytona Beach and Volusia County.

"We approach our choreography with a distinct perspective and work to make our performances beautiful, intriguing and engaging."

— Rachael Leonard

If you're not yet familiar with this local treasure and have a preconception about what a "dance" performance is all about – be it Swan Lake or So You Think You Can Dance - be prepared to have your illusions shattered and your eyes opened.

SCDT is as fluid and varied in its presentations as its dancers are in their movements. Each performance provides a sensory banquet of sight and sound, with a broad dance repertoire that offers interpretive social commentary, dramatic physical feats, and even comedy at a professional level reserved for much larger locales.

Founded by dancer/choreographers Rachael Leonard and Kristin Polizzi, SCDT recognized – and eliminated – the hurdles over which fledgling local dance companies usually stumble, clearly defining their mission to bring an outstanding, nationally-acclaimed dance company to Daytona Beach.

"We never saw it as an option to not succeed or for it to be a mediocre project," says Leonard, adding that she and Polizzi left no room for failure by backing the venture with a passionate board of directors and sufficient funding to attract and sustain a first-rate company based on talent and versatility. Since then, the company has nearly doubled, now comprised of fourteen members from all over the world.

"All our dancers are technically virtuosic and compelling performers, and they should be seen," says Leonard, who co-creates all choreography with Polizzi. "And both Kristin and I have a strong desire to share our voice with an audience. We approach our choreography with a distinct perspective and work to make our performances beautiful, intriguing and engaging."

Since its opening engagement in 2006, SCDT has graced the stages of the News-Journal Center, Museum of Arts and Sciences and the Coliseum in Daytona Beach, Atlantic Center for the Arts in New Smyrna Beach and Athens Theatre in DeLand. As their scope and appeal widened, so has appreciation and support of both the art form and the company itself.

An example of the borderless creativity and appeal of SCDT was their edgy interpretation of "Another Brick in the Wall," set to the iconic Pink Floyd record album of the same name and presented at the Coliseum – an unlikely (think 'out-of-the-box') venue for dance.

For many, this 2009 production may have been their first exposure to performance art and contemporary dance. Yet it was so popular it commanded and encore the following year. In 2011, SCDT again partnered contemporary dance and rock music with "Break on Through," based on the life of Jim Morrison and set to the music of The Doors. As the company continues to flex its muscles, SCDT recently kicked off the 2011-12 season with a three-day engagement at the Atlantic Center for the Arts. "Masculine Femine" explores relationships, gender rolls and attitudes, and the male/female dichotomy, inviting audiences to question, think and laugh – attributes of all SCDT performances. Held in the Harris Theater, the evening will include a wine social, along with a question-and-answer forum discussion with Polizzi and Leonard during intermissions.

On Nov. 18-19, the New Smyrna Beach library spearheads a unique effort, bringing intimate performances to some of Volusia County's libraries and other locations. Spring performances are slated to begin with "Tribute," wherein nationally-celebrated guest choreographers join Leonard and Polizzi, all creating original works inspired by the legendary choreographers of the past century, sure to impact your understanding of the evolution of the discipline of contemporary dance.

There also are plans to expand their touring schedule, including work with Houston-based IMEE and with O Dance, a West Palm Beach contemporary ballet company that will result in a collaborative tour through southern Florida. And the future is bright with projects slated for South Carolina, New England, and eventually Europe.

"We are so driven to create! Our dreams continue to morph, as does the company," says Leonard. "This season we received applications from dancers all over the world. We auditioned statewide, as well as in New York City and Columbia, South Carolina; and we're very excited about our new hires – they're a great complement to the existing dancers that SCDT boasts. It's the beginning of yet another exciting new season as Surfscape continues to develop into an ever larger cultural presence."

Visit surfscapedance.org for tickets and schedule of events, or call 386-233-4885.

**DRAFT COPY SUBJECT TO CHANGE**

## NSB Independent Movie Theater

Assumptions:

1 Open Thursday - Sunday, 1 show PM
2 Open Saturday, 1 show AM
3 We can show same movie on two screens
4 We can sell Beer and Wine
5 We can have 12 tables with 2 seats each
6 We can add 1 seat to each table if needed
7 Tickets would be $10 each
8 We would sell memberships
9 We would have special events
10 We would sell advertising
11 We would have teleconferencing capability

| **Revenue** | **Weekly** | **Monthly** | **Assumptions** |
|---|---|---|---|
| Seats ( estimate 20 people a night x 4) | $ 800.00 | $ 3,200.00 | 20 people x $10 x 4 nights |
| Sat Matinee (10 children ) | $ 50.00 | $ 200.00 | 10 kids x $5 x 4 weeks |
| Theater Rental for conferences | $ 300.00 | $ 1,200.00 | Once a week |
| Digital Advertising | $ 150.00 | $ 600.00 | 1 advertiser a week |
| Beverages/Snacks | $ 400.00 | $ 800.00 | $5 glass of wine x 20 people |
| **Estimated Weekly Revenue** | **$ 1,700.00** | **$ 6,800.00** | |
| | | | |
| **Expenses** | | | |
| Equipment | | $ 500.00 | $12-13k for purchase over 2 yrs |
| Furniture | | | $7k for purchase |
| Movie Rental | | $ 1,000.00 | $1k-$4k dep on movie ($200 night avg) |
| Rent | | | |
| Utilities | | | |
| Insurance | | $ 400.00 | |
| Cleaning | | $ 800.00 | |
| Salaries | | $ 1,200.00 | $20hr x 3 hrs x 5daysx 4weeks |
| Supplies | | $ 100.00 | |
| Food/Beverage | | $ 800.00 | 50% of revenue |
| Marketing | | | |
| **Estimated Expenses** | | **$ 4,800.00** | |

NEW WAY TECHNOLOGIES, LLC

2814 Bay Side Drive
New Smyrna Beach FL 32168
Tel 386-409-0515 Fax 888-886-4575
www.newway.com
FL License EF20000668

# PROPOSAL

## CUSTOMER INFORMATION

Name The Hub
Address

Date: September 5, 2011
Proposal Number: 11EP1459

## PROJECT INFORMATION

Theater Budget

| Qty | Description | Each | Ext |
|---|---|---|---|
| 1 | Projector | $ 4,200.00 | $ 4,200.00 |
| 1 | 133" Fixed Mount Screen | $ 1,450.00 | $ 1,450.00 |
| 1 | Ceiling Mount | $ 275.00 | $ 275.00 |
| 1 | Surround Sound Amplifier | $ 550.00 | $ 550.00 |
| 3 | LCR Speakers | $ 550.00 | $ 1,650.00 |
| 1 | SS Speakers | $ 500.00 | $ 500.00 |
| 1 | SubWoofer | $ 1,300.00 | $ 1,300.00 |
| 1 | DVD Player | $ 350.00 | $ 350.00 |
| 1 | Wiring and misc equipment | $ 850.00 | $ 850.00 |
| 1 | 4' Rack to house and power all equipment | $ 500.00 | $ 500.00 |
| 16 | Labor | $ 90.00 | $ 1,440.00 |
| | SUB-TOTAL | | $ 13,065.00 |
| | TAX | 6.50% | $ 849.23 |
| | TOTAL THIS PROPOSAL | | $ 13,914.23 |

## TERMS

TERMS: 1. APPROPRIATE TAX WILL BE CHARGED. IF NON TAXABLE, CERTIFICATE NEEDS TO BE PROVIDED
2. ALL FLAT PANEL TVs WILL BE PAID AT TIME OF DEPOSIT
3. 50% OF REMAINING BALANCE DUE AT ORDER ACCEPTANCE IN ADDITION TO FLAT PANELS
4. BALNCE DUE AT PRODUCT INSTALLATION
5. CUSTOM PRODUCTS WILL NOT BE ORDERED UNTIL DEPOSIT RECEIVED
6. PRICES GOOD FOR 25 DAYS FROM DATE SHOWN ABOVE
7. FLAT PANEL PRICES CHANGE OFTEN AND CAN ONLY BE GOOD FOR 10 DAYS

## ACCEPTANCE

The Hub — Date

Hal Spurney — September 5, 2011

Hal Spurney — Date

NEW SMYRNA
MAGAZINE
September - October 2011

# The Hub on Canal

## Building Community Through Performance, Arts, Education, Collaboration, and Partnership

**Membership Information**

Individual $25

Family $50

Friend $100

Patron $350

Visionary $1000

Unlimited amounts go with possible naming rights.

"We want to make clear the process for membership and sponsorship contributions collected for The Hub on Canal. Unless you check the box instructing us or specify that we 'use my dollars to make The Hub on Canal happen', your check will be placed in an escrow account. If the vision of The Hub on Canal is not realized by January 2012, your money will be returned."

Pictured Top: The Hub on Canal Open House held on July 2, 2011.

Imagine a vibrant and attractive downtown art-space where you can spend your afternoons or evenings painting, sculpting, dancing or simply relaxing while also promoting your community's unique artistic and cultural assets.

That is the vision of a group of New Smyrna Beach residents who are working hard to create what they refer to as "The Hub on Canal."

Sally Mackay, Chairperson of The Hub on Canal Executive Board and local business owner, describes the new venue as "a lively place, a new reason to go to Canal Street, a place to be intrigued, amused, to meet friends and relax in, and, if you enroll in classes or workshops, a place where you might even be challenged." "We want to help bring feet to the street, seven days a week, she said. "We want the lights on at night on Canal Street."

The new venue, located at historic 132 Canal Street and Magnolia, will foster local small business, fine arts, performance arts and cultural education opportunities. The building will not only offer a new destination downtown, but also the potential for gallery space, coffee shop/wine bar, film screenings, dance classes, art workshops, lectures, and festivals. A wide variety of space sizes will be available in the new venue which will partner with existing downtown businesses and also offer incubator space for new concepts.

Surfscape Contemporary Dance Theatre, established in 2005, has already committed to renting space where they plan to rehearse and also teach up to 35 different types of dance lessons a week.

"The Hub teaching programs are varied and all will be focusing on what the community wants - languages, books and writing, art lessons, cooking, gardening, etc. Nothing is off the table, said Mackay."

While community interest and support is strong, one obstacle the visionary group is facing is finding a person or group who is interested in purchasing the building.

"We need an investor or investors who share our vision and will give us a long-term lease in which to grow our programs and events, said Mackay. "I call it 'trickle-up economics' - City, investors, merchants, business-people and residents - all doing what they can to improve our local economy. It has already been done in many, many other cities. It works."

Once the building is secured the focus will turn to fundraising in order to pay for initial bills as the group grows the various programs. The community and any one interested in supporting this new venture can do so by becoming a member or through sponsorship. For more information email **thehuboncanal@cfl.rr.com.**

**Request to the New Smyrna Beach City Commission made by Sally Mackay – August 23, 2011**

Good evening Mayor, City Commissioners.

I would like to talk briefly about The Hub on Canal. As you know we held a one-day open house just over a month ago in order to showcase our plans for 120, 124 and 132 Canal Street, where we intend to house as many different businesses and programs as is possible; all under one roof: a wine/coffeebar, dance studio - 15 professional teachers providing classes for anyone between the ages of 3 and 93. A movie theatre for indie and special interest films... soft chairs and wine/coffee service...plus a walled courtyard to relax in after the show; live entertainment on the weekends. Our classes and workshops will be designed to have the broadest appeal. We already have the interest of the Arts and Humanities Department of The University of Central Florida...if we get the buildings they have indicated that they will see what programmatic networking can be arranged. There will be incubator space for retail sales and for working artists; galleries and displays, we will be creating jobs and sales tax. We will help draw weekend and winter visitors, tourists and our residents to our Downtown - help to put feet on the street - it is happening in countless cities across the States. It is the President of the Florida League of Cities' initiative for this year. It works. Centers like these are helping to rebuild local economies.

We believe so strongly in the potential of The Hub on Canal that we have become a corporation and we are in the process of negotiating for a long-term lease.

The property itself requires a minimum of rehab and renovation. It is in beautiful condition; a turn-key operation. We can go in and begin to work.

But programs like ours cannot go from zero to full-steam ahead in a month. Or even six months.

We are asking, when the new Opportunity Grant is written, that flexible language and a broad vision is used that will allow proposals such as ours to apply for assistance for the first two years so that our programs can be developed fully and grow in their potential.

Thank you.

## Who Benefits from The Hub?

...the 24 artists who will work at their art at the Hub and increase their sales

...the 15 professional dancers who will teach between 25-32 classes per week

...the professional people/teachers who offer the classes

...those who take classes, learn creatively, and bond with each other as they enjoy themselves

...people who promote their businesses by giving workshops and demonstrations

...the people who fill the jobs that will be created

...downtown retail businesses from the increased foot traffic

...downtown restaurants, area hotels and B&B's as downtown activity increases

...property owners as demand for space and rents go up

...homeowners who buy property in an area with growing artistic and cultural amenities

...the tourist industry as people select NSB as a destination to vacation in

...the city from increased sales tax

IMAGINE
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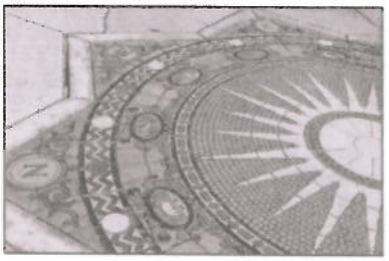
# Introduction



Faced with one of the most challenging economic periods in recent history, civic leaders around the nation have been forced to make difficult funding decisions as their own budgets grow smaller. Unfortunately during such hard times, community needs do not disappear and often increase in number and diversity. City governments, local businesses and nonprofits alike must implement creative solutions to maintain the health and prosperity of all residents. One such solution is to capitalize on existing resources.

A resource found in all American communities that can have a major impact on community wellbeing is culture. Particularly in troubled times, however, decision makers allocating scarce resources among competing priorities often believe spending on the arts and culture cannot be justified. But arts and cultural resources have proven time and again to positively affect our communities on many different levels:

- Contributing towards job creation
- Stabilizing or revitalizing distressed neighborhoods
- Improving the outcomes of at-risk youth
- Improving the built environment
- Promoting racial understanding

The resources to achieve these outcomes are already present in diverse communities of all sizes, but they must be practically integrated into economic and social agendas in order to reach their full potential.

Partners for Livable Communities (Partners) has been working to redefine culture as a key building block in asset-based community development agendas for over 30 years. In these years of effort, Partners has worked directly with community leaders, cultural institutions, state, regional and local art agencies, municipal leagues and more to explore how these assets can be applied to a variety of local agendas specifically targeted to a down economy.

## Why Culture?

Arts and culture are acknowledged by most to be major assets, yet few communities capitalize on their tremendous potential to use the arts in aiding development agendas and other local needs. While funding is majorly siphoned to proven mainstream strategies such as school-to-work job training, youth at-risk prevention, and micro-lending to reduce poverty, decision makers rarely take full advantage of arts and cultural resources as both catalysts and lasting change agents in improving the communities around them.

## Philosophical Framework—What Is Culture?

Partners uses several different terms when discussing our asset-based strategies. The type of community assets we generally work with are amenities. This broad term is our umbrella that encompasses cultural institutions and programs including: aquariums, libraries, colleges, schools, historical societies, public markets, religious institutions, zoos. And, all types of arts organizations, public art in parks, recreation and open space, and quality design in public and private spaces. Amenities are our measuring stick for community quality of life. Therefore, Partners' amenity strategies look to improve community quality of life by leveraging or enhancing the existing amenity resources, developing new amenities, or building partnerships among amenity resources and other business, civic and community organizations.

The amenity strategy that we have come to be associated with most closely is culture, broadly defined to include the unlettered, unstructured skills present in every community—storytelling, woodcarving, music, dancing, cooking, etc. These are its cultural assets, which become building blocks to improve the neighborhood.

## The Importance of Arts, Cultural Programs and Institutions to Building Strong Communities

Cities everywhere are home to neighborhoods in distress, where abandoned buildings and failed businesses attest to a down economy, and where crime, drugs, and unemployment cast doubt on local policies and programs. And despite years of intervention, intermediary support, and some innovative policies and regulations to stem the decline of neighborhoods, decay is still there and poverty is pervasive. Over the past 30 years, housing has been the primary concern of those earnest individuals attempting to achieve some degree of equity between the "haves" and the "have-nots." While that course has made tremendous inroads, there is still much to be done on different fronts. The problem is complex and so is the solution.

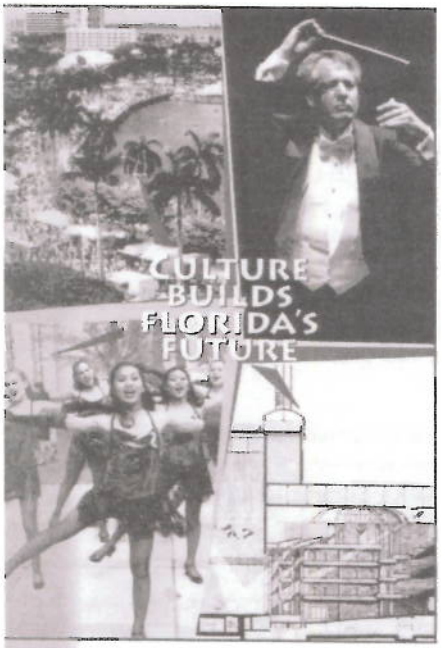
Partners for Livable Communities and others who are in the field believe that the most effective solutions toward upward mobility and community development require attention to both "place" and "people." Today's literature refers to this strategy as "community building." Ten years ago it might have been labeled "networking" and 70 years ago it was just "people helping people."

Community building, as described by Joan Walsh in a report to the Rockefeller Foundation"seeks to reckon with all the parts of that complicated up-from-poverty story: to strengthen families, churches, schools, small businesses, ethnic associations, employment networks, and other community institutions... at the same time, community builders know that these neighborhoods can't do it alone, and make the case for a national commitment to reconnect the urban poor to metropolitan regions that have excluded them, and a global economy that increasingly had no use for them."

Community building is more art than science; more of a framework for problem solving than a blueprint for action. More than common sense is telling us that this approach is working. Research has shown that mentoring programs linking at-risk youth with adults helps those youth to avoid dangerous behaviors, leading to higher graduation rates, when they have a network of friends and professionals guiding them toward a healthy and productive lifestyle.

Partners, since its founding in 1977, has been employing a cultural community building strategy by working to connect the needs of neighborhoods more closely with the libraries, schools, churches, parks, and community-based arts centers found there. We are well aware of the role these institutions and their programs play in addressing the needs of under-served communities. We have named this approach *Culture Builds Communities* and we use it as a key problem-solving tool.

# A Look Back: Arts and Cultural Strategies in Florida




In November 2003, the Florida Department of State, under the leadership of Secretary of State Glenda E. Hood and the Florida Arts Council, assisted by Partners for Livable Communities, began a year-long visioning process. The purpose was to bring together business, government, and arts leaders to talk about developing a sound, practical ten-year cultural plan for the state.

They brought local stakeholders together at meetings in July 2004 in Jacksonville, Tampa, and Miami to hear national speakers and to share ideas, innovations, successes, and examples of positive impacts of arts and culture. Business entrepreneurs, architects, planners and developers, artists, politicians, educators, arts council members, realtors, health care providers, and interested citizens came together. Each group listed suggestions for ways in which arts and cultural organizations can become effective partners with other agencies and organizations to strengthen the economy, promote learning and wellness, and promote smart design and development. They also pondered the role of leadership in laying the groundwork for a strong, statewide network of people and organizations with broad interests yet a unified set of goals.

The next step in the visioning process entailed an August meeting in Orlando with Florida's cultural organizations to review and prioritize the suggestions from the July meetings. Their resulting recommendations provided a foundation for developing leadership opportunities to advance these priorities.

As envisioned, the stakeholders' priorities included creating partnerships to build sustainable economic and civic infrastructures for culture and the arts, engaging with state government leaders to promote the role of arts and culture in every aspect of public life (education, health, elder affairs, tourism, transportation, etc.), and joining with planners and developers to inject arts and culture into local and regional planning. Overarching these priorities was the goal of developing leaders and organizations that will effectively weave the arts and culture into established statewide priorities dedicated to economic diversification, improving education and wellness, and strengthening families.

Finally, the Florida Arts Council's Strategic Planning Task Force clarified and ordered the stakeholders' recommendations that emerged from the visioning sessions. Four key issues provided an organizing structure for their final, prioritized recommendations. These are:

- Strengthening the Economy
- Promoting Learning and Wellness
- Building Leadership
- Advancing Design and Development

Their recommendations for the first key issue of "Strengthening the Economy" are set out in the following pages. Supporting them are some examples and statistics (compiled by Florida Cultural Alliance) that reveal the impacts of the arts and culture in various aspects of our society. The heart of the "cultural industry," however, is not statistics but the tireless, dedicated individuals and groups who bring the arts and cultural experiences to life in countless ways. A few samples of their exemplary programs are highlighted here to illustrate how individuals, organizations, and local government agencies can put some of these recommendations into practice.

## Stakeholder's Top Recommendations for Strengthening the Economy

*from Cultural Constituency Meeting held on August 12, 2004:*

- Ask all local and regional entities with economic development plans, goals and strategies to include an arts and cultural asset component.
- Focus on cultural tourism. There needs to be equitable sharing of the taxes. Have arts and culture make the investment. Get some of the rewards from hotel/motel taxes, rental car tax payments, etc.
- Build endowments for cultural organizations and/or supporting activities that encourage infrastructure and capacity building.

At the heart of the recommendations for strengthening the economy is a simple question: "What can the arts do for business and what can business do for the arts?" Dozens of studies—national, state, regional, and local—continue to demonstrate the viability of arts and culture as an economic tour de force. In our state, where tourism is a principal industry, cultural tourism is inspiring opportunities for growth in unexpected places. Those involved in the arts and cultural industries are always seeking to strengthen their role in the economy. A chief strategy toward accomplishing this is through capacity building, which entails seeking strategies and training to enhance operations. Capacity building helps to equip organizations for long-term planning, address short- and long-term goals, stabilize finances, and more effective resource management. For even greater advantage, it is recommended that Florida cultural organizations coordinate their message and participate in statewide strategic planning.

The visioning sessions focused on four main categories related to strengthening Florida's economy:

- **Becoming a national and global competitor in business, trade, and entrepreneurship:** Focusing on new businesses in the cultural industries as well as the technology sectors promotes balanced growth and establishes a globally competitive infrastructure.
- **Creating a well-educated workforce:** Countless studies illustrate strong correlations among arts involvement, academic achievement, creative thinking, and employability.
- **Promoting economic opportunities for Floridians:** The cultural industries are big business and contribute substantial revenues to local economies.
- **Supporting the enhanced quality of life as a key infrastructure for communities:** Arts and cultural resources contribute to the quality of life for every citizen, from positive youth development opportunities to civic pride that leads to community improvements.

# A Look Back: Arts and Cultural Strategies in Florida

## Prioritized Recommendations for Strengthening the Economy

*coordinated by Florida Arts Council's Strategic Planning Task Force:*

### 1) Develop Economic Impact Plans

- **Gather Economic Data**
  - Collect national, state, regional, and local data
  - Collect individual event economic impact data
  - Compile and make data available for constituents in usable format
    1. Create individual district reports for use with legislators
    2. Research Americans for the Arts impact formula calculation
    3. Create a PowerPoint presentation for public access
  - Use terminology that is understandable
    1. Public Value (Return on Investment)
    2. Beneficiary (Public)
    3. Authorizers (legislators and key officials)
- **Establish Advisory Group on Business and Cultural Community Partnerships**
  - Establish a statewide group of business and arts/cultural leaders to develop messages to enable positive working relationships
  - Work with Florida business committees for the arts, such as Tampa Bay Business Committee for the Arts, and Arts and Business Council Miami
  - Work with the national Business Committee for the Arts
- **Continue to dialogue with Enterprise Florida and Florida Chamber of Commerce to ensure that arts and culture are part of strategic planning for economic development**
- **Utilize more creative marketing strategies and increase public awareness of the economic impact of arts and culture**

**"Arts and Economic Prosperity,** The Economic Impact of Nonprofit Arts Organizations and Their Audiences in Sarasota County, Florida," was compiled in 2004 by Americans for the Arts as part of a larger national study. Sarasota (population 346,800 in 2004) has a vibrant and active arts community. As stated in the report's conclusion, the study contradicts the common misconception "that communities support the arts at the expense of local economic development." Rather, the study documents that the arts generate economic development.

The nonprofit arts are a $122.9 million industry in Sarasota County—one that supports 2,965 full-time jobs and generates $14.6 million in local and state government revenue. Nonprofit arts organizations in Sarasota County, which spend $68.6 million annually, leverage a remarkable $54.3 million in additional spending by arts audiences—spending that pumps vital revenue into local restaurants, hotels, retail stores, parking garages, and other businesses. While these findings confirm the economic value of arts and cultural events, numbers such as arts volunteer hours (195,530) hint at the extent of community members' engagement in pursuing personal satisfaction through the arts.

**"Art reflects the soul of a community,"** reads the sign near the gates connecting the Naples Museum of Art to the Philharmonic Center for the Performing Arts. Thanks to the superhuman efforts of one woman, Myra Janco Daniels—and the willing participation of a community—Naples has built and supports an exemplary arts complex. By any standard, former ad executive Daniels' 1983 fundraising campaign to rescue the financially strapped Naples/Marco Philharmonic Orchestra was wildly successful. It led to the establishment of "The Phil."

Since opening in 1989, the orchestra's home has grown and prospered. As its annual budget has grown from $2 million to $21 million, so has the number of musical and theatrical performances from 100 to more than 400, as well as audience numbers and that of children and community members served through its generous education program. With the support of the community, CEO Daniels oversaw the opening of a grand addition in 2001, the Naples Museum of Art. Now a $100+ million corporation, the complex employs 250 full- and part-time workers and provides volunteering opportunities for hundreds more community members.

## Facts and Figures: Economic Development and Job Growth

- With $3.1 billion in total direct expenditures into the Florida economy in 2008, arts and culture are sound investments in Florida's future.
- Nationally, the nonprofit arts and culture industry generates $166.2 billion in economic activity annually. The industry also produces nearly $30 billion in revenue to local, state, and federal governments every year. By comparison, the three levels of government collectively spend less than $4 billion annually to support arts and culture—an impressive 7:1 return on investment.
- Enterprise Florida, in its Roadmap to Florida's Future 2010-2015 Strategic Plan for Economic Development, cites quality of life as a strategic priority and recommends action items to "enhance creative class amenities" and to "strengthen the integration of cultural organizations and assets into economic development planning".
- The Florida Chamber of Commerce's Six Pillars of Florida's Future Economy includes Quality of Life and Quality Place as integral components of prosperity.
- The Urban Land Institute promotes investing in arts development to generate significant economic benefits for cities large and small. "Thoughtful investment in the arts and culture initiatives" and "the right strategy and implementation approach" can result in increased property values, revenues, and jobs.
- U.S. Mayors and Governors associations consistently identify cultural activities as catalysts for stimulating economic, job, and tourism development as well as improving quality of life. A 2005 Americans for the Arts study, Creative Industries, Business & Employment in the Arts (based on Dun and Bradstreet data), confirmed that, by generating jobs, revenue and tourism, the creative industries play a major role in building and sustaining economically vibrant communities. Additionally, they represent an estimated annual $30 billion export industry.

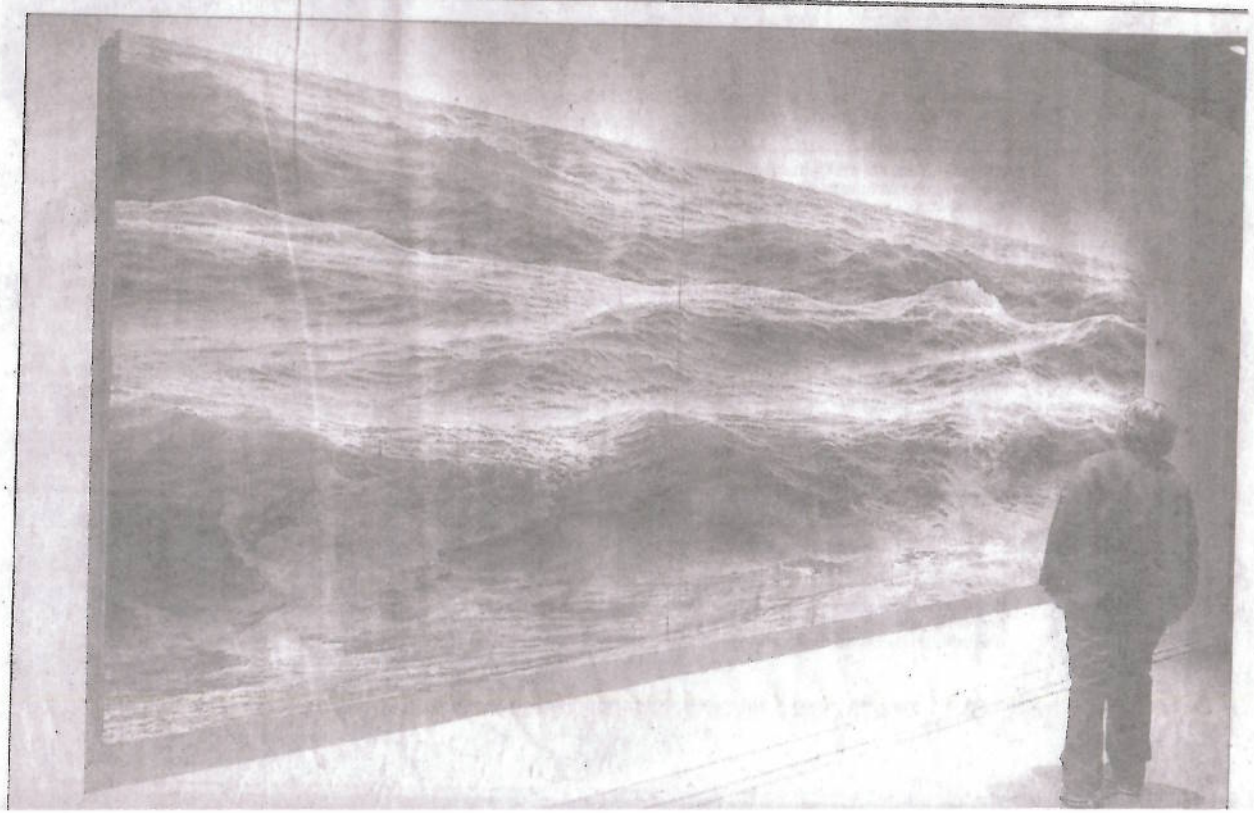
# Art efforts brighten economic picture

## In the recession's wake, cultural centers give communities and artists a welcome boost

By John Wisely
USA TODAY

Brooklyn painter Ran Ortner had never heard of Grand Rapids, Mich., before a friend entered him in a new art contest there last fall.

Since winning the $250,000 top award in the city's inaugural ArtPrize competition, Ortner's



getting 200 a day directly after," said Ortner, who says he was too broke to pay his phone bill before winning. "This has really been the boost that I needed."

ArtPrize also provided a boost to Grand Rapids, in western Michigan. The works of more than 1,200 artists drew an estimated 200,000 people downtown, far exceeding expectations, according to executive director Bill Holsinger-Robinson.

As the nation's economy has struggled amid falling property values, many other communities are counting on the arts as a means of economic development. In downtown areas of Baltimore and Phoenix and smaller towns such as Pudacah, Ky., officials see the arts as a chance to bring redevelopment, grant dollars and people back to struggling neighborhoods.

A research team from Michigan's Grand Valley State University estimated the economic impact of ArtPrize at $5 million to $7 million last year. For this year's event, which began Wednesday and runs through Oct. 10, preregistration for voters and student art groups has more than doubled. Local restaurants and bars are reporting sales up 20% to 40% over last year's opening days, ArtPrize spokesman Tyler Lecceadone said.

ArtPrize was the brainchild of Rick DeVos, a web entrepreneur and an heir to the Amway fortune, whose parents' foundation put up the prize money. He said last year's event was three to five times larger than anticipated. DeVos said the money is a catalyst to bring in the artists, but ArtPrize serves larger goals, including bolstering the image of the Midwestern town best known for furniture manufacturing.

"Art works," said Jason Schupbach, director of design for the National Endowment for the Arts (NEA). "This isn't rocket science anymore. There are a specific set of strategies that work."

Many of the efforts offer artists cheap rent on studio and living space, plus marketing help, he says. The art districts boost foot traffic, drawing other businesses to move in.

The NEA has requested $5 million for a program known as Our Town, that would help local governments plan art districts, map cultural assets and launch projects in cities large and small, Schupbach said.

The NEA cites the city of New York Mills, Minn., with a population of less than 1,000. In 1991, it invested $35,000 to fix up a downtown building to create an arts and cultural center. Within five years, 17 new businesses had opened, hiring more than 200 people.

"It's not just a big-city strategy," Schupbach said. "But it does work best where there are strong cultural assets."

Baltimore's Artscape, which features visual and performing arts across the city over a weekend, drew more than 350,000 people in 2009 and generated about $26 million for the economy, according to a study by Forward Analytics, a Pittsburgh-based market research firm.

"It brings in new money, it brings in new people to areas where they probably wouldn't go to," said Bill Gilmore, executive director of the Baltimore Office of Promotion and the Arts.

ArtPrize takes an *American Idol* approach: It offers $449,000 in prizes and uses crowd sourcing to determine the winner. Visitors walking through town, use their mobile phones to text in thumbs up or thumbs down on various works.

Computers tally the results and update leader boards for visitors to track.

Some art experts worry about letting the public select such a lucrative award.

"It's great that they have such an interest, but they often don't have the base of knowledge from which to make an informed judgment," said Deborah Rockman, the chair of drawing and printmaking at Kendall College of Art and Design in Grand Rapids.

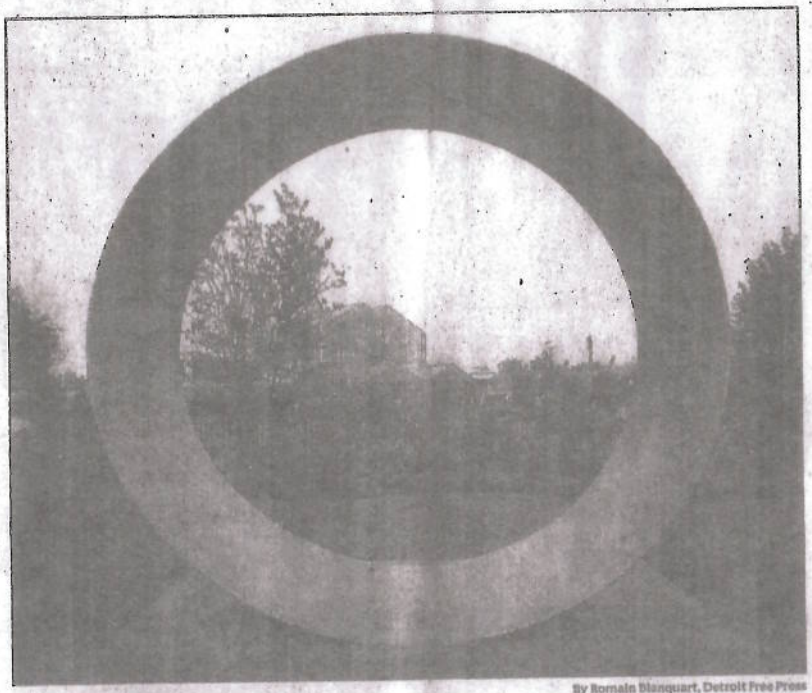
Ortner, last year's winner, essentially agreed.

"If you have children voting on a culinary competition, they are going to vote for the ice cream and candy," Ortner said.

This year, ArtPrize did add juried shows in several categories, which Rockman calls "a small step in the right direction." Organizers insist they weren't bowing to critics, though they did ask Rockman to jury a competition for international artists.

"It makes for a more well-rounded experience," Holsinger-Robinson said.

Wisely reports for the *Detroit Free Press*



By Romain Blanquart, Detroit Free Press

**Grand Rapids zeroes in on art:** Frederik Meijer Gardens and Sculpture Park is one of the venues for ArtPrize this year, which will run through Oct. 10.

By Romain Blanquart, Detroit Free Press

**He had a vision:** ArtPrize was the brainchild of Web entrepreneur Rick DeVos, 28.

Close Window

Subject:ArtPrize » Announcements
From: ArtPrize Blog » Announcements (paul@artprize.org)
To:
Date: Tue, 12 Jul 2011 17:07:51

# ArtPrize » Announcements

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ARTPRIZE

## ArtPrize Receives $100,000 Grant from National Endowment for the Arts

Posted: 12 Jul 2011 12:53 PM PDT

ArtPrize will receive an Our Town grant from the National Endowment for the Arts (NEA), one of only 51 grants awarded nationwide. The organization will receive $100,000 as part of a broad community-based campaign to fund the 2011 event. The grant will support key operations including education activities, mobile development for voting, among others. Our Town is the NEA's latest investment in creative place making, which is where partners from both public and private sectors come together to strategically shape the social, physical and economic character of a neighborhood, town, city or region around arts and cultural activities. With ArtPrize's commitment to be a catalyst for collisions and connections between artists and communities, and a platform for broadening the dialog around the arts, it was perfectly aligned with the NEA's Our Town grant program. National Endowment for the Arts Chairman Landesman said, "Communities across our country are using smart design and leveraging the arts to enhance quality of life and promote their distinctive identities. In this time of great economic upheaval, Our Town provides communities an opportunity to reignite their economies." While the primary goal of ArtPrize is not economic development, the impact of the event has resulted in more than $7 million in consumer spending at downtown businesses and lodging compared to the sameperiod before ArtPrize began, as reported by business owners in a recent study by Grand Valley State University study. To receive the grant, ArtPrize received letters of support from the Mayor of Grand Rapids as well as the Downtown Development Authority. "The Grand Rapids Downtown Development Authority has been proud and committed partner to ArtPrize since its inception," said Jay Fowler, executive director of the Grand Rapids Downtown Development Authority. "The event has brought much-needed

attention to the city's core and spurred additional investment downtown."

During its 2009 inaugural season, more than 200,000 people attended ArtPrize and more than 334,000 votes were cast. Numbers swelled in 2010 to more than 400,000 people and 465,000 votes cast. We expect more than 500,000 people to attend and vote during the 19-day event. Created as part arts festival, part social experiment, ArtPrize is the only international contest for public art that is solely decided by public vote. ArtPrize is a grand civic project, with no central curation, direction or management, effectively overtaking the entire city of Grand Rapids with public art. ArtPrize annually distributes nearly $500,000 in prize money.

The National Endowment for the Arts was established by Congress in 1965 as an independent agency of the federal government. To date, the NEA has awarded more than $4 billion to support artistic excellence, creativity, and innovation for the benefit of individuals and communities. The NEA extends its workthrough partnerships with state arts agencies, local leaders, other federal agencies, and the philanthropic sector.

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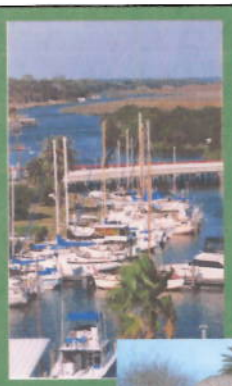
# The Hub on Canal

downtown New Smyrna Beach



## New Smyrna Beach

Population 22,441
Average age 52
Winter & weekends 40,000
Tourists from North America, South America, Europe & Scandinavia
Designated one of the top 100 small art towns in the U.S.A.
50 miles from Orlando & Winter Park
Historic downtown
Downtown marina
17 miles of beach
On our beautiful Intracoastal Waterway

57

- 35,000 people come to Images & Art Fiesta each year
- 25,000 come to the Balloon Festival
- 3,000 people come to Car Night each month
- Thousands attend Halloween, Christmas & Pet Parades
- Hundreds come to Gallery Walks, art openings

and...

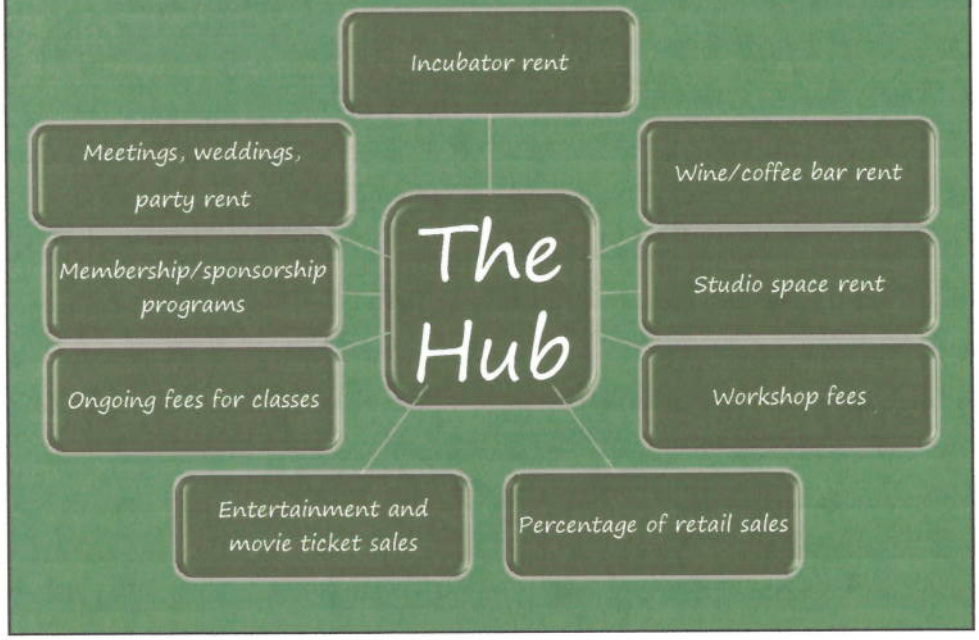
14,000 people go into the Chamber of Commerce on Canal Street each year looking for something more...

58

# Imagine

# The Hub on Canal

## How would it be funded?



# Imagine...

## a place on Canal Street

Where we can
have fun
meet friends
dance
watch a movie
weave a basket
make a sculpture
write your memoir
have a glass of wine
stay out late

# The Hub on Canal - Membership

Individual - $50/Family $100
- E-notification of events
- Recognition on website member list (with permission)
- Discount on Hub events

Patron - $350
- All benefits of Individual membership
- 2 tickets to annual wine & tapas party
- 5% discount on gallery purchases
- 2 free movie tickets
- Name on Patron's Wall

Benefactor - $1,000
- All benefits of Individual membership
- 4 tickets to annual wine & tapas party
- 5% discount on gallery purchases
- Individual level membership to give to family member or friend
- 1 free use of gallery space (clean-up fee not included)
- Name on Benefactor's Wall

Naming rights and investment certificates

# ART INDUSTRY DATA - SALES AND GALLERY

**Revenue:** $8.0 billion

**Profit:** $385.4 million

**Growth:** Annual growth 2005-2010 = 0.0% (Ind. Revenue remained flat)
Predicted annual growth 2010-2015 = 4.5% (to $10 billion)

**Economy:** As the economy improves (IBISWorld - Industry Market Research):
- Industry revenue will bounce back 3.2% per year
- Consumer sentiment will increase by 8.3% per year
- Lesser known & regional artists' prices stay relatively stable during economic downturns. Website will expose work of artists without a site.
- Positive economic factors encourage spending on discretionary products like art.
- Discretionary $ follow tourists/snowbirds/2-house buyers who weekend at the coast.

**Locale:** 130 Canal St is in a cosmopolitan area, picturesque, one block from marina and riverfront, in heart of Historic District, it is an historic building & architecture (1910), near Bed-and-Breakfast area, near potential hotel development site, access to wealthier neighborhoods.

**Market share:** At 8.7%, Florida has 3rd highest share of USA art-sales business - the State is a popular resort state for the wealthy.

**Competition:** Competition is high; trend is steady.
Barriers to entry are low and steady

**Capital intensity:** Level is low
Success is based on atmosphere, trust and reputation.

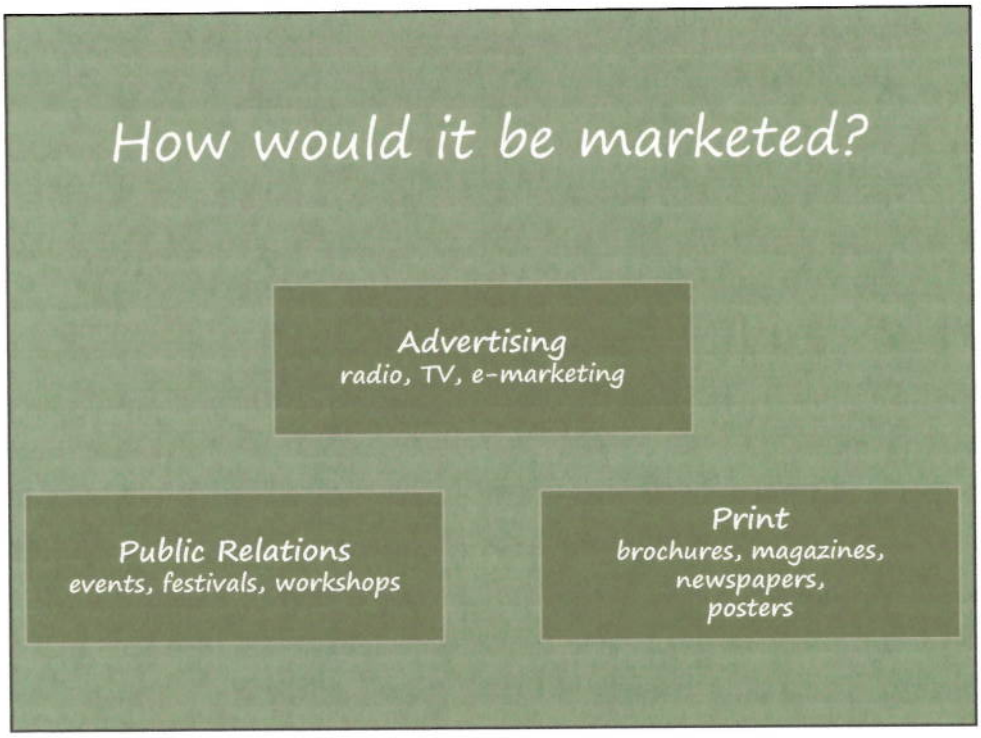
## Potential Teaching Programs

Grants are available for the following:

- English as second-language; Spanish population in Florida will grow by 25% over next 5 years
- Reading programs & one-on-one mentoring in arts
- Classes on nutrition
- Brain gymnastics programs for the elderly
- Outdoor summer art programs for children
- Art-material equipped bus to take outdoor classes to communities

## The Hub on Canal –
### Potential Small Retail Businesses

- Fashion handbags, scarves, cushions & baby clothes
- Paper goods, cards, writing paper, gift wrapping
- Post office satellite
- Art & collectibles
- Fresh produce
- Baked goods
- Art glass
- Honey
- Yarn sales
- Handmade toys


How would it be marketed?
Advertising
radio, TV, e-marketing
Public Relations
events, festivals, workshops
Print
brochures, magazines, newspapers, posters

63

## Fine-Arts Teaching Programs

**Revenue:** $4.5 billion (IBISWorld – Industry Market Research)
**Profit:** $221 million (IBISWorld)
**Growth:** Annual growth 2005-2010 = 2.9%
Predicted annual growth 2010-2015 = 4.9%

**School arts-programs:** Lower government spending, budget cuts & fewer donations will put school programs under pressure. Other sources of arts-education will be sought by parents of school-age students and adults.

**Leisure-based training:** The demand is expected to record strong growth 2010-2015 of 4.9% (IBISWorld)

**Potential market:** Adults aged 60 plus years = 8.0% of market (over 50% of residents in NSB are retired)
Population aged 65 plus years is expected to double to 86.7 million by 2015

## Community-Based Non-Profit Organizations

**Growth:** Community-based non-profit orgs showed strong growth 2005-2009
Event-related spending at art-centers increased 15% from 2000-2005 (IBISWorld)
Predicted growth – forecast to increase 4.1% 2010-2015 (IBISWorld)

**Market share:** Concentration is low

**Competition:** Competition is low
Trend is increasing
Barriers to entry are low and steady

**Level of investment:** Low

**Keys to success:** Access to volunteer labor
Local support and patronage
Opportunity to offer education to wider community
Take advantage of government subsidies and grants
Flexibility re courses and hours available
Good reputation.

**Comparable Art Centers:**

Local: Daytona Beach, Ormond Beach, Inspiration Alley in DeLand, Sanford Center, Lake Eustis Institute – Eustis, Gateway Center for the Arts ~ DeBary

Goggle Works, Reading, PA
Torpedo Factory Arts Center, Alexandria VA
Banana Factory, Bethlehem, PA
Denver Cooperative Studio, CO
Sarasota Art Center
Studio@620 ~ Tampa
Art in the Round ~ Lake City
Lincoln Street Center ~ Miami
CityArts Factory ~ Orlando
Troubadour ~ Boston
Little Black Pearl ~ Chicago
Convergence ~ Alexandria
Topaz Arts ~ Queens
AVA Gallery & Arts Center ~ Lebanon
Project Row Houses ~ Houston
Youngstown Cultural Arts Center ~ Seattle
Arts Incubator ~ Kansas City
MadLab ~ Columbus
Independent Media Center ~ Urbana
Zumix ~ Boston
Street Level Youth Media ~ Chicago
Burning Coal Theater Company ~ Raleigh
Hudson Opera House
SideStreetProjects ~ Pasadena
Kamehameha Schools ~ Maui
Art on Main ~ Hendersonville
Belger Arts Center ~ Kansas City
Wintergreen Arts Center ~ Presque Isle
Downtown Gallery ~ Montville
Muskegon Center for the Arts
Pyramid Atlantic Art Center ~ Silver Springs
Downtown Art Center ~ Lexington
Downtown Center for the Arts ~ Oxnard
Downtown Los Angeles Art Walk
Art Works Downtown ~ San Rafael
Colorado Springs Fine Arts Center
Downtown Art Center ~ Los Angeles
Freshwater Arts ~ Waterville
Glasstown Arts District ~ Millville
Morean Arts Center ~ St. Petersburg
Naples Art
MacRostie Art Center ~ Grand Rapids
Mass MoCa ~ North Adams

Mahaiwe Performing Arts Center ~ Great Barrington
Ashe Cultural Art Center ~ New Orleans
Old School Square ~ Delray
Hub-Bub ~ Spartanburg

Exhibit g.

Artist reservations.

# Artist Studio Deposits - All Dates:3
7/5/2011 through 1/26/2012



| Date | Account | Memo | Category | Amount |
|---|---|---|---|---|
| 7/5/2011 | Studio deposits | | [Studio deposits] | 0.00 |
| 9/16/2011 | Studio deposits | Ian Ratcliffe - #10 | Deposit | 100.00 |
| | | Nancy Russ - #18 | Deposit | 100.00 |
| | | Joan Hartwig - #12 | Deposit | 100.00 |
| 9/16/2011 | Studio deposits | Sue Reynolds - #1 | [BB&T Savings] | 200.00 |
| | | Judy Gilmer - #22 | [BB&T Savings] | 100.00 |
| | | Beau Wild - #21 | [BB&T Savings] | 100.00 |
| 9/20/2011 | Studio deposits | Ramey - #5 | Studio | 100.00 |
| | | Stern et al #3 | Studio | 100.00 |
| 9/28/2011 | Studio deposits | Oralba #4 | Studio | 100.00 |
| | | Kennedy #15 | Studio | 100.00 |
| | | Downie - no booth at this t... | Studio | 100.00 |
| 10/17/2011 | Studio deposits | Teresa Bowen #2 | Studio | 100.00 |
| 11/22/2011 | Studio deposits | Hoolsema #16 | Studio | 100.00 |
| 12/5/2011 | Studio deposits | Antoinette Slick #6 | [BB&T Checking] | 100.00 |
| 12/30/2011 | Studio deposits | Mackay #11 | Studio | 100.00 |
| 12/30/2011 | Studio deposits | Steighner #9 | Studio | 100.00 |
| **7/5/2011 - 1/26/2012** | | | | **1,700.00** |

| | |
|---|---|
| **TOTAL INFLOWS** | **1,700.00** |
| **TOTAL OUTFLOWS** | **0.00** |
| **NET TOTAL** | **1,700.00** |

**SURFSCAPE CONTEMPORARY DANCE THEATRE**
DELIVERING THE ART OF MODERN DANCE TO VOLUSIA COUNTY

**Rachael Leonard & Kristin Polizzi**
Artistic/Executive Directors

563 Caro Court
New Smyrna Beach, Fl 32168
386.233.4885

surfscapedance.org

August 16, 2011

To Whom It May Concern,

It is the intention of Surfscape Contemporary Dance Theatre, Inc. of New Smyrna Beach, Florida, to be a residing partner in The Hub on Canal, to be located at 132 Canal Street in New Smyrna Beach. SCDT commits to lease Suite 8, a 124 square foot office on the second floor at the price of $2./SqFt, and Suites 16 and 17 at the rear of the main floor for the initial rate of $1.50/SqFt. The total rent for the two spaces will total $1195 per month, however, SCDT agrees to renegotiate the rate for Suites 16 and 17 after 6 and 12 months of activity. At which time, if revenue generated by SCDT is adequate enough to increase the rent payment, SCDT is prepared to increase the rental payment to a fair and reasonable rate that is no lower than $1.50/SqFt and that is equitable for all parties involved. SCDT is immediately prepared to put down first, last and security on the three spaces and will furnish all labor, supplies, and applicable permits to renovate Suites 17 and 18 into a single studio space that is appropriate for dance and related activities.

Surfscape Contemporary Dance Theatre, Inc. is an established and independent non-profit (501c3) professional dance company that serves and resides in Volusia County. The company is comprised of two founding Directors, an active Board of Directors, and 15 paid professional dancers. SCDT has a seven year history of offering successful programs and professional dance productions year-round. The company is financially stable and has earned widespread respect and praise throughout the local community. SCDT has amicable and reciprocal partnerships with several local organizations including Atlantic Center for the Arts, The Museum of Arts and Sciences, Southeast Museum of Photography, Daytona State College, Very Special Arts, United Cerebral Palsy, Volusia Flagler YMCA, and the Volusia County Cultural Alliance, among many others. More comprehensive information about SCDT can be found on the company website, surfscapedance.org.

Office space at The Hub on Canal will be used by SCDT for general purposes including administration and box office operations. The studio space will be used for a wide array of purposes including, but not limited to; company rehearsals, company class, master classes and community classes in Creative Movement, Ballet, Modern Dance, Zumba, Zumba Gold, CardioDance, Ashtanga Yoga, Vinyasa Flow Yoga, Mat Pilates, African Dance, Jazz Dance, Ballroom Dance, Line Dancing, Senior Fitness, Belly Dance, Musical Theater, Jazz Dance, Hip-Hop, Conditioning and Stretch, and Aerial Silk, Lyra and Harness. In addition, movement related classes will be offered to underserved youth and groups with varying special needs (wheelchair, Parkinson's, Cerebral Palsy, Autism, blindness, etc), as an extension of SCDT current Community Outreach Programming. The schedule will serve all levels and ages from youth to active older adult and will accommodate for those from varying financial backgrounds. Classes will be facilitated by SCDT's extensive group of degreed and certified professional instructors and by carefully selected guests. Approximately 25-38 classes will be offered each week.

SCDT will work with The Hub organization and fellow residents to create programs and fundraising events to ensure the success and longevity of the facility. SCDT is confident that The Hub is a necessary and limitless concept with serious potential. More specifically, 132 Canal Street is an ideal location and space. Please accept this letter of intent as a written commitment to both lease said spaces and participate in the fruition of the project.

Sincerely,

Rachael Leonard & Kristin Polizzi
Executive/Artistic Directors

Samantha Anderson
Board Chair

scdt

Exhibit h.

Bank verification letter.

BB&T

Branch Banking and Trust Company

New Smyrna Beach Office
161 N. Causeway
New Smyrna Beach, FL 32169
386-426-1444

January 26, 2012

City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, FL 32168

RE: The Hub on Canal

To Whom It May Concern:

The Hub on Canal has had a banking relationship with BB&T since September 20, 2011.

They currently have an excess of $27000.00 in two separate accounts.

Should you need additional information, please contact me at (386)663-4056.

Sincerely,

Toni Marie Taylor
Assistant Vice President
Financial Center Leader
BB&T New Smyrna Beach, FL

Exhibit i.

Studio lease agreement.

THE HUB ON CANAL

# STUDIO LEASE AGREEMENT

LEASE AGREEMENT (Lease) entered into on the _____day of _____, 20____ between

The Hub on Canal (The Hub), a Florida non-profit corporationand_____(Artist(s)).

The Hub hereby leases STUDIO #_____ (Studio) in The Hub on Canal at 132 Canal Street, New Smyrna Beach, FL 32168 (Building).

Artist(s) agrees to obey rules established by The Hub for the Artists in Building as amended or supplemented by The Hub from time to time provided such rules are enforced uniformly with all the Artists. A copy of the current rules is included.

The rent is _____ which includes 6.5% sales tax. Rent is due on the first of the month and there is a (twenty dollar) $20.00 fee for rent paid after the 10th of the month. There is also a (thirty dollar) $30.00 fee for checks returned for insufficient funds.

The Hub has received a security deposit of (one hundred dollars) $100 from Artist(s) which has been deposited in an escrow account. The security deposit will be returned, without interest, to Artist(s) at the termination of the lease if Artist(s) leaves Studio in good, clean condition and all rent is up to date.

The lease term is 1 year beginning _____, 2012 and ending _____. Renewal will be automatic at the increased rate of $2.5 per square foot per month plus sales tax. After year one The Hub will collect a 15% commission on artwork sales. We ask that Artist(s) price his/her work and include the 15% commission in the price.

In the event Artist(s) defaults in the payment of rent or other amounts required hereunder when due, The Hub may at its option immediately terminate this lease. Artist(s) shall at once surrender possessions of the premises to The Hub, and The Hub may without further notice remove all persons and all property from the premises. Artist(s) shall be liable for all rents remaining under the term of this lease until the premises are released.

The Hub will:
Sell Artist's artwork at the retail price specified by the Artist.
Collect and pay sales tax to the taxing authority.
Pay the Artist on or before the 20th of the following calendar month in which the sale was made. After year one The Hub will deduct the commission from the payment.
Have events for exhibiting and selling the Artist's work.
Promote Artist's via The Hub's website and/or The Hub's Facebook page and other relevant media.
Provide administrative services, all staffing and marketing.

The Hub is a non-profit organization that relies on volunteer support and we encourage the Artists to volunteer.

Artist(s) may be asked to help if there are receptions or special events going on.
Artist(s) may have his/her own marketing materials in Studio.

Artist(s) agrees to take good care of Studio and common areas, and to return Studio to The Hub in as good a condition at the end of this lease as when Artist(s) first occupied Studio, except for the usual wear and tear. Artist(s) may not paint or make any structural alterations or additions to Studio without The Hub's written consent.

By signing this agreement Artist(s) indemnifies The Hub on Canal against all claims, causes of action, demand or suits. The Hub will have no liability for any damage to Studio or its contents or the personal property of Artist(s), his/her clients, employees or guests. In the event the premises are destroyed by fire this lease shall become null and void and be of no further force or effect. Artist is encouraged to secure his/her own liability insurance naming The Hub as a named insured.

Artist(s) is free to sublease or share Studio, with the written consent of The Hub, but remains responsible for timely payment of the rent each month.

RULES

1. Any signage must conform to the design and font style developed by The Hub on Canal.

2. Artist(s) will receive one key to Studio. No additional locks may be placed on Studio door. At the termination of the lease agreement please return the key. A (twenty-five dollars) $25.00 fee will be charged for each key not returned.

3. The Hub must be made aware of all contractors, contractors' representatives and installation technicians, doing any work on or to Studio. Artist(s) may not paint or make any structural alterations or additions to Studio without The Hub's written consent.

4. As a courtesy to other Artists and the general public no candles, perfumes, scents, solvents (including turpentine) or other mediums that emit an odor are permissible within The Hub on Canal.

5. There are a utility sinks for general cleanup. Rules for the use of the sinks will be displayed above or near the sinks. Do not use the public restroom sink for cleanup.

6. No bicycles or animals may be brought into Building. Children brought into Building must be supervised at all times.

7. No picture, advertisement or notice may be displayed, distributed or affixed by Artist(s) on any part of the outside or inside of Building without the written consent of The Hub.

8. Nothing may be done which would unreasonably annoy or interfere with other occupants of Building.

9. Artist(s) agrees that its use of electrical current shall not exceed the capacity of existing electrical outlets.

10. Artist(s) may only display and sell their own, original work from Studio.

11. Artist(s) must have his/her own city occupational license and liability insurance.

12. Studio and common areas must be kept neat, clean, accessible and inviting.

13. No smoking is allowed within Building, the Courtyard, the alley behind Building or the sidewalk immediately outside Building entrances.

14. The Hub on Canal reserves the right to refuse to display or have displayed within Building any work.

The Hub on Canal may require compliance with other reasonable rules in the future.

All written notices should be delivered to The Hub in The Building or if to Artist(s), to Artist(s) in Studio.

THE HUB ON CANAL:

By: _____

ARTIST(S):

By: _____

Phone #: _____

Address: _____

_____

_____

Email: _____

By: _____

Phone #: _____

Address: _____

_____

_____

Email: _____

Exhibit m.

Planning Director statement.

Exhibit n.

Building Official statement.

Exhibit 5.

Opinion from Daytona State College Small Business Development Center.

ART MUNDO
A CENTER FOR CREATIVE EXPRESSION

Former bank building that is half of a city block with 3 floors (gym and mezzanine on 2nd that they do not use). The Underground is approximately 8131 sq ft., and the 3rd floor Loft is approximately 8479 sq ft. These estimates are for each entire floor – restrooms – bank vaults, etc. There is one 2-person and one big elevator.

Art Mundo, the non-profit, has approximately 50% of the Underground space - or say 4000 sq ft.

Rent scale for Art Mundo: first two years was free; since sold to first owner - $100 per month. Second owner will negotiate rate.

Art Mundo is a 501c3 - they spend everything they make - a zero profit operation.

Tenants: 26 on ground floor, 15 on 3rd floor - always a waiting list. 50% have been there since beginning.

Interior studios - $150 per month
3rd floor with river view - $300 per month
Ground floor - $200-250 per month

Leases are month to month but now, with new owner, probably going to more formal/longer commitments.

Wall spaces for $30 per month.

Gallery shows...artists bring in wine and pot-luck. No W/C Bar . No kitchen though plans to do this when they can get access to the gym area in a year or two.

Sales In show Art Mundo gets 25%
In studio nothing

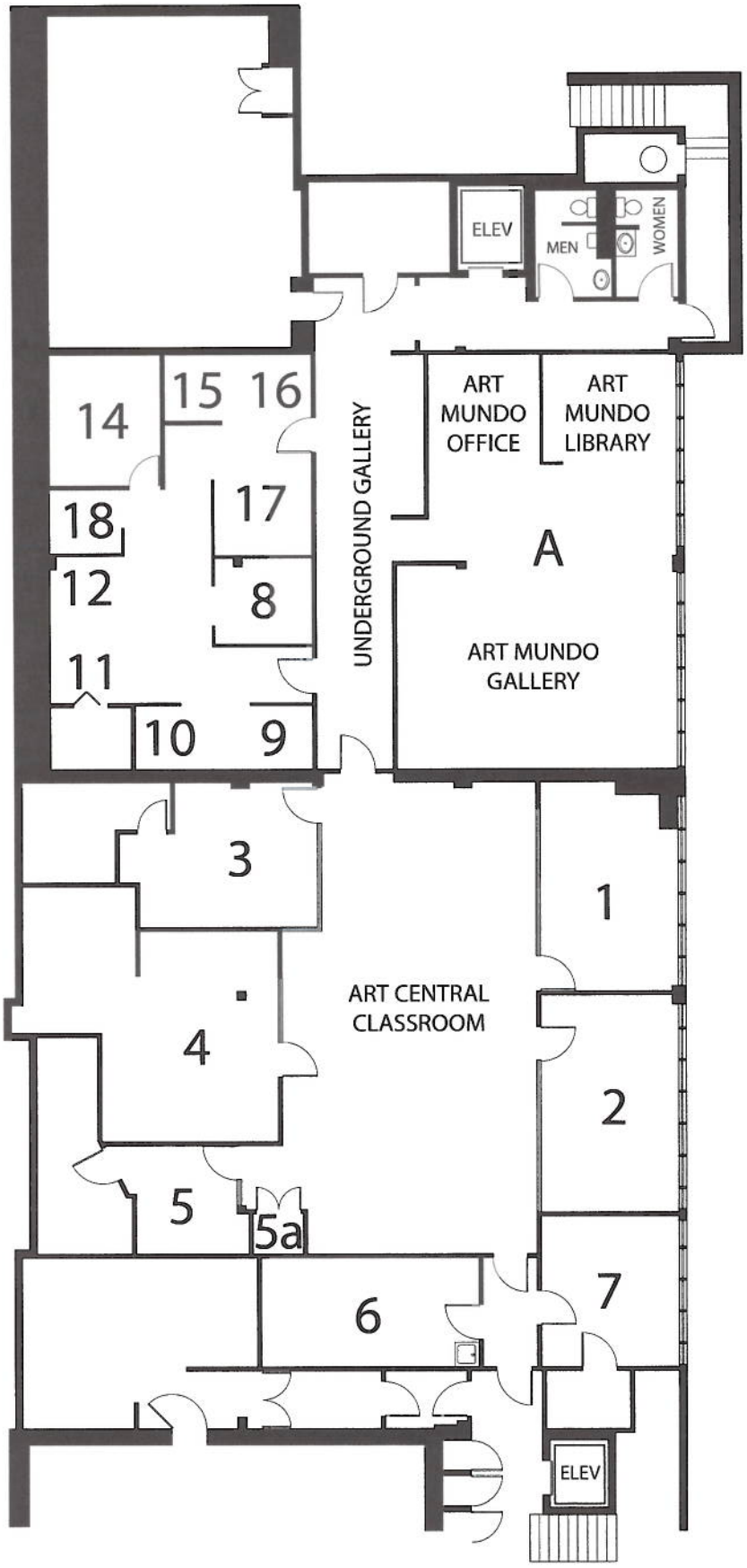
Staff.....I part time - Holly Theuns
Volunteers especially for Saturdays.

Hours 1.00 to 5.00 except Wednesday 1.00 - 9.00 Wednesday late nights attracts 200 plus people.

Activities: Holds ongoing program of fund-raisers - popular.

Education is their biggest revenue stream: classes and prices are attached. If classes are held in studios Art Mundo gets nothing, if in central space and Art Mundo does the marketing, registrations etc, they get 25%. It took about 9 months to get the programs really established

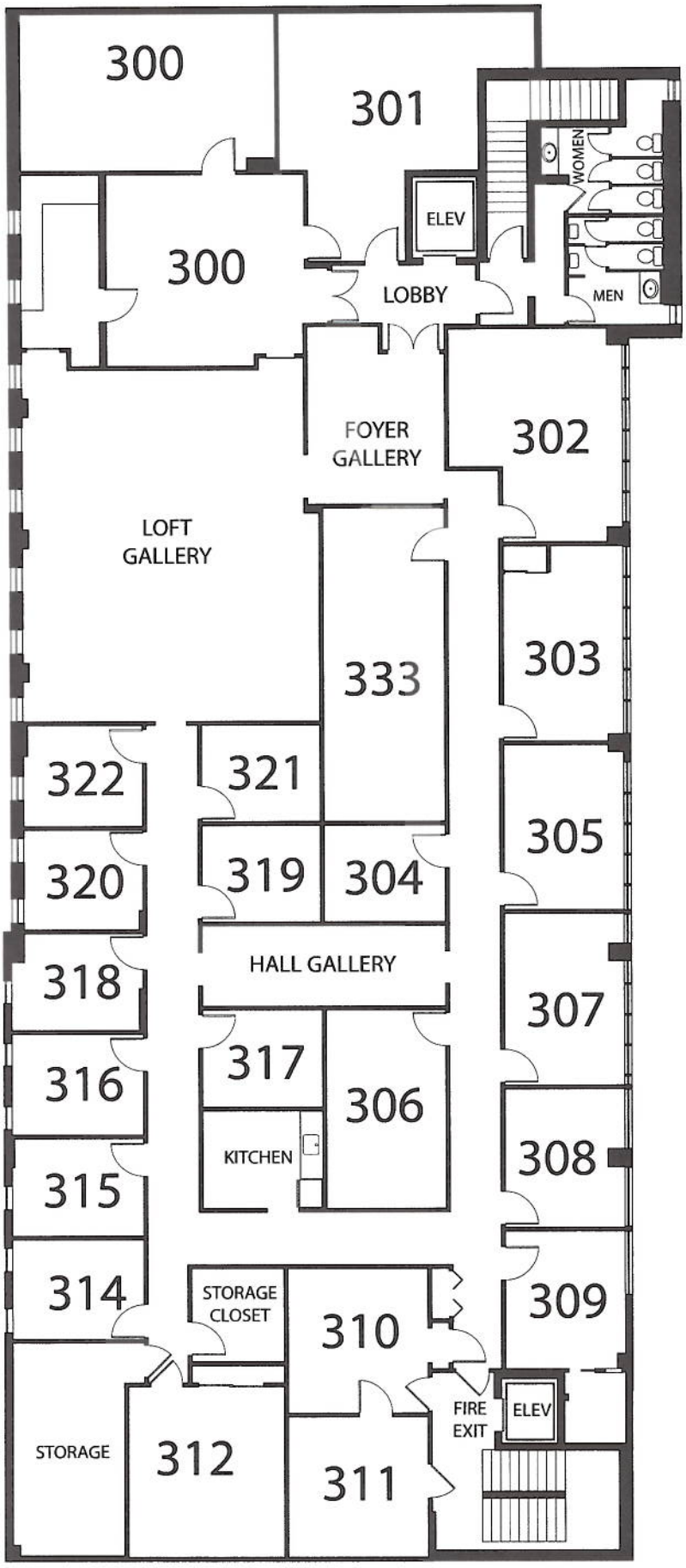
Attracts young couples, older couples and singles, mainly 50 - 70, mostly adults but not exclusively. Shows for school-aged artists are very popular and bring in young people, parents and grandparents.




artbank
STUDIOS AND GALLERIES

# UNDERGROUND STUDIOS

| | |
|---|---|
| A | Art Mundo: Office, Library & Gallery |
| 1 | The Merry Potters: Martha Cross, Kate Rotindo, Eileen DiTullio |
| 2 | Leslie Stokes |
| 3 | Allie Comer, Sherry Horton, Julie Lounibos |
| 4 | Joe Miller, Puddin Race |
| 5 & 5a | Wood Art: Jack Shelton |
| 6 | Priscilla Clancy |
| 7 | AJ Printmaking: Angela Johnson |
| 8 | Ginny Piech Street |
| 9 | Patricia Curtis |
| 10 | Shelly Polvere |
| 11 | Lori McNamara |
| 12 | George Love |
| 14 | Janie Hinkle |
| 15 | Gretchen Green |
| 16 | Erica Ehly |
| 17 | Art Smart: Debra Magrann |
| 18 | Anita Prentice |




artbank
STUDIOS AND GALLERIES

## LOFT STUDIOS

**302** Sunshine Girls:
Silvia Forrest
Carol Hunt
Susan Seidler

**303**

**304** Available

**305** Chihuahua Mozaics, LLC:
Holly Theuns

**306** Available

**307** Be Jewelled:
Betty Brown
Andrea Mellon
Jenny Shibona

**308** Charlotte C. Curran
Diane R. Medlin-Buchko

**309** Billy Miller Art for Life:
Dan Galloway

**310** Dreamcatcher Photography:
Patrice Scheiner

**312** Expressionism:
Velia Bagnasco

**314** Available

**315** Available

**316** Available

**317** Nemschick Gallery Watercolors:
Michael Nemschick

**318** Danielle Baron

**319** Joan Herzig

**320** Loft 320:
Jenene Doelman
Susan Ivy
Jeanne Johansen

**321** Quilt Art by Evah:
Evah Anderson

**322** Available

**333**

# ART MUNDO

A CENTER FOR CREATIVE EXPRESSION

Address: 111 Orange Avenue, Fort Pierce, FL • Phone: 772-766-0021 • EMail: artmundo.org@gmail.com



## WORKSHOPS AND CLASSES

Mike Rooney's Paint Camp
Back by popular demand on April 14
and an additional painting workshop-
*Painting Loose and Colorful*
on April 13

**Pre-registration is required - please call 772-766-0021 or sign up using the drop down menus below**

**Students, please refer to the Calendar page for rescheduling information and available instructor contact information.**

| Upcoming Classes<br>Click name for description or to sign up | Ongoing Classes - Join any Class Session<br>Click name for description or to sign up |
|---|---|
| Introduction to Drawing Concepts | Painting in Oil Pastels & Acrylics-Tuesdays |
| Clay Class | Oil Painting (All Levels) |
| Bead Embroidery | Intuitive Oil Painting |
| Mike Rooney's Paint Camp | Wood Carving |
| Plein Air "Loose & Colorful" Workshop with Mike Rooney | Learn Watercolor Painting |
| | Beginning Oil Painting |

**"Bead Embroidery"**
**with Jenny Shibona**

**Beginning January 17th**
**Tuesdays Noon - 3 p.m.**

**Workshop Fee: $ 75 for 6 classes**

**Use this drop down menu to choose your payment amount:**

6 Classes $75.00 USD

Add to Cart

**Materials Supplied. Additional beads may be purchased**

**Class Description:** **Students will learn how to construct a bead embroidered bracelet. There will be 3 variations to chose from. Class covers basic bead embroidery, setting a cabochon in peyote stitch beadwork, and the edging stitch. This class is FREEFORM. That is to say that each individual student will be designing and making their own piece PRICE INCLUDES BASIC SUPPLIES ONLY AND INSTRUCTION (ultrasuede, choice of cabochon and various seed beads, etc). Since each bracelet will be unique, based on your own preferences, additional beads may be purchased or brought in to complete your piece. Fee: $75.00 for 6 classes Basic materials are included in class fee. Students may purchase additional beads during class. Materials to bring to class: Reading/Magnifying glasses if needed.**

**About the Instructor: I am a self taught beadweaver and have been fascinated by beads my whole life. I became serious about beading approximately 25 years ago. Whether designing, beading or teaching others, I always have a new unique design in the works. My**

"Butterfly World" pump was a [redacted] finalist in Beadwork's Embellished Shoe Show and traveled around the country for a year in 2001. This shoe is representative of my love of color and texture. I have always been attracted to beads. It really grew into a passion the first time I saw the book "Those Bad Bad Beads" by Virginia Blakelock. I knew that eventually I wanted to be able to create works of art. The more difficult the piece, the more I enjoy it.

**"Clay Class"**
**with Martha Cross**

**Saturday, January 28**
**9 am - 12 pm**

**Cost: 4 Classes for $125**

**Use this drop down menu to choose your payment amount:**

4 Classes $125.00 USD

Add to Cart

**Class Description:** This class is appropriate for adults and youth, not younger than fourteen, accompanied by an adult. No previous experience in clay is required. Come play in the clay. Create something beautiful. Martha Cross will be your "clay guide". Learn hand building with clay while you make several small projects. Experiment with color, glazes and textures. Instructor Bio:

**About the Instructor:** Martha Cross is the art teacher at John Carroll High School. She is one of three artists working in The Merry Potters Studio at the Art Bank. Martha graduated with an art degree from the University of South Florida in Tampa. She looks forward to sharing her love of clay with thisclass. Preregistration required: Call 772-766-0021 or visit www.ArtMundo.org to sign up using PayPal or credit card Feel free to contact Martha with questions about this class. 772 240 5191 OR marthacross1@gmail.com

**Materials List**

- 
- 
- 
- 
- 
- 

**Notes:**

**"Introduction to Drawing Concepts and Still Life Drawing"**
**with Michael Lewis**

**This class will resume on January 17th**
**Tuesdays 5:30 - 7:30 p.m.**

**Workshop Fee: $ 20 per class ($120 for 6 weeks)**

**Use this drop down menu to choose your payment amount:**

6 Classes $120.00 USD

Add to Cart

**Class Description:** Week 1: Value and compositional movement Week 2: Line Quality and movement Week 3: Still Life Drawing Week 4: Contour Drawing Week 5: Still life Drawing Mixing contour and Value Week 6: Pastel Drawings At the end of every week a drawing will be presented utilizing the skills learned from the lesson. Goals: By the end of the class the students will be able to use the skills learned to make creative and well thought out, planned works of art.

**About the Instructor:** Michael Lewis graduated from IRSC with a two year degree in Art and transferred to the University of Central Florida where he received a Bachelors degree in Art in 2011. He specialized in drawing, illustration, and painting. However, he is also able to convert his drawings into digital formats that can be used for gaming, movies, and many other mediums. His hobbies are, fishing, basketball, and gaming, but his passion is Art. Having recently graduated, Michael is currently seeking fulltime work in his field; but he also wants to share his expertise with others who might enjoy drawing and painting as a hobby , for personal reasons, or would like to go into this field as a career.

**Materials:**

- 18x24 Newsprint Pad
- Kneaded eraser
- Vine or Willow Charcoal Medium or Thickness (Not compressed)
- Charcoal pencils of any variety Soft Pastels any brand (Not Oil)
- Strathmore Drawing paper

| "Plein Air - Loose and Colorful" with Mike Rooney | Friday, April 13 9 a.m.- 4 p.m. | Workshop Fee: $ 90 |
|---|---|---|

Use this drop down menu to choose your payment amount:

PleinAir-Rooney $90.00 USD

Add to Cart

## Class Description:

Mike Rooney teaches classroom and plein air (outdoor) workshops from Maine to Key West, Florida that are guaranteed to loosen up your style and transform your art. Learn to paint outside with a loose, quick and impressionistic style by learning the how to's of composition, color and value. we'll cover:

~ how to draw in the essentials to the scene
~ equipment needed for plein air work
~ how to block in the big color notes quickly
~ Simplifying objects
~ Working quickly
~ Massing in and values- from blobs to objects
~ Color mixing ABC's
~ how to set up your palette

There will be outdoor painting (if weather permits) guaranteed to take the mystery out of plein air painting and take your painting, inside or out, to the next level.

## Suggested Materials List

OIL or ACRYLIC

Note from Mike: I suggest painting oils outside as the acrylics really dry too fast for outdoor work.
If you will be painting acrylic you MUST bring some slow dry medium to keep from going mad!

VERY IMPORTANT!!!! I also suggest that you do a 6" x 8" painting outdoors as a dry run before the workshop to see if you're missing anything you might need. you will also get used to quickly setting up your easel. Some of these things you can live without, some you cant!

This list is what I carry but if youre an experienced plein air painter, bring what you like the best, and feel free to substitute. for instance, don't run out and buy synthetic brushes because I use them. Bring whatever supplies you like to use.

- OIL OR ACRYLIC PAINT (note: You don't necessarily have to have all these- you do need the ones with stars)

Magenta
Yellow Ochre
*Cadmium Yellow Light
*Cadmium Red Light
Alizarin Crimson
Turquoise
*Ultramarine Blue
Cadmium Orange Hue
Sap Green
Cadmium Violet or some version of Purple
*Large tube of Titanium White

*= must have these. the other colors are what i use and if you'd like, bring them too.

I use Lukas Oil paint available at Jerrys Artarama. it drys very fast and has excellent handling properties

- PALETTE- inexpensive wood or plastic to mix the paint on
- PAINTING PANELS (not canvases) at least one 6" x 8" and one 8x10 painting panel (no bigger than 12x16 - and only then if youre a very fast painter) for each day of the workshop. bring a few extra just for good measure. you'd hate to get out there and want one and not have it.
- Panel Holders- to carry wet panels around without smearing them or getting paint all over everything. you can get some online from Raymar or bring some pizza boxes to throw the wet paintings into.
- Cheap watercolor paper pad for exercises; 8" x 10" or 9x12, 140 #(pound), or heavy sketch pad paper will work too.

(I sometimes use these) Magenta and/or Orange Oil Pastel sticks to draw on the panels with, but paint or pencil will work too

- **BRUSHES- any stiff synthetic brush like Liquitex Freestyles (my personal faves), Princeton 6300's or Silver Bristlon (or your own favorites) in sizes 2, 4, and 8. Also if you have a Michaels Craft Store nearby you can use the brand American Painter. Find the stiffest synthetic. Also need a synthetic Liner (also called a Rigger) brush. its thin and has very long hairs ( for detail work )**
- **Palette knife; metal (small to medium)**
- **Easel or Pochade- www.jerrysartarama.com has several types. try the lightweight, portable "Feather" easel weighs less than 2 pounds and retails for under $30; (i was just featured in September 2010's Artist magazine endorsing the "Monet Traveling Easel" also)**
- **Medium- Liquin Original- a fast dry medium for oil paints. excellent for underpainting too. i love the stuff but you dont have to have it**
- **A lightweight tray or portable table (if you dont have french easel or pochade box) to put your materials on makes your life much easier, particularly in the field; it's not required but will keep you from having to bend up and down all day.**
- **Photographs; a few, detailed, landscape photos for days when it rains or it's too cold outside; photos with good light and shadow pattern (stark difference between what's being struck by the light and what's in shadow).**
- **Odorless mineral spirits (I use cheap vegetable oil to wash my brushes out- less toxic and lower fumes)**
- **Metal or plastic container for thinner**
- **Paper towels or rags**
- **Digital Camera**
- **Proper clothing and a wide-brimmed hat to keep the sun out of your eyes**

**Very optional; Bug spray, drinking water, painting umbrella, roll of duck tape, some small clamps from Home Depot come in handy too.**

**Put all the stuff in a large backpack (suitcase on wheels works well too)**

**After registering for the workshop, email Mike Rooney at rooneystudios@hotmail.com if you have any further questions**

| | | |
|---|---|---|
| **"Paint Camp"**<br>**with Mike Rooney** | **BACK BY POPULAR DEMAND!**<br>**Saturday, April 14**<br>**9 a.m.- 4 p.m.** | **Workshop Fee: $ 40**<br>**Use this drop down menu to choose your payment amount:**<br>Paint Camp $40.00 USD<br>Add to Cart |

**Class Description:** **Follow along with Mike's step-by-step demonstrations, and leave this paint camp with your very own painting. Learn how to mix colors by using a limited palette of water-based acrylic latex enamel (dries in minutes) in red, yellow, blue, black and white, applied onto 9 x 12 inch primed canvas. You'll learn drawing and composition tips, how to paint form, portray sunlight, and more!**

**No materials to bring. All supplies are included. Perfect for students of all ages and experience. First-timers absolutely love this class too!**

**About the Instructor:** **Mike Rooney is a popular workshop instructor teaching painting workshop classes from Cape Cod, to Key West, Florida, as well as abroad in Italy. Mike has a very laid back style of teaching, which makes learning easy and fun. He has made five instructional painting DVD's for Jerry's Artarama (a national art supply company). His work and teaching schedule can be seen online at his blog: mikerooneystudios.blogspot.com**

**Materials:**

-

# ONGOING CLASSES

**"Painting in Oil Pastels & Acrylics"**
**(Palette Painters Class for ages 16 and up)**
**with Susie Cassens**

**EVERY TUESDAY!**
**1 p.m. - 3 p.m.**
**This is an ongoing class that may be joined on any Tuesday**

**Cost: $25 per class**

**Use this drop down menu to choose your payment amount:**

1 Tuesday Class $25.00

Add to Cart

**Class Description:** Oil pastels are a fun way to begin your exploration of the arts. Susie will work with students, guiding them through the design principles of creating artwork using oil pastels. The class is open to beginners and advanced students. Various elements involved in composition will include line, shape, value, color, etc. Subjects will include still life and painting from photos.

**About the Instructor:** Susie Forget Cassen's art experience includes studying at University of Florida, Florida State University and with artists Jackie Schindehette and Therese Knowles, both students of A.E. Backus.

Susie was a co-owner of Brushstrokes Art Gallery in downtown Fort Pierce. She is known for her series of drawings of historical buildings in St. Lucie County.

**Materials fee: $25 one time fee to be paid to instructor for oil pastels**

**Materials to bring for Acrylics: (*similar materials and colors are fine to bring.)**

**Brushes by American Painter Level 2 – Artist Long Handles**

- Flat #6
- Bright #6
- Filbert #8
- Round #8
- Round #1

**Acrylic Paints Winsor Newton-Galleria**

- Crimson
- Cadmium Red
- Cadmium Orange
- Burnt Sienna
- Raw Umber
- Yelllow Ochre
- Cadmium Yellow Red
- Pthalo Green
- Ultramarine Blue
- Titanium White

**"Woodcarving (All levels)"**
**with Joe Miller**

**EVERY WEDNESDAY**
**Noon - 3 PM**

**Cost: $25 for 3 hour class**

**Use this drop down menu to choose your payment amount:**

1 Class $25.00

Add to Cart

**Class Description:** This class will teach participants tool safety, carving technique basics, tool sharpening & tool control in simple to follow steps. All carving projects for 16 years & up, both men & women Each 3 hour class is $25.00 Most projects included. No Materials to bring, Instructor will have all tools needed for class to purchase.

**About the Instructor:** Joe Miller has began carving 1999 and has been teaching classes since 2005. He is the founder & the President of the Indian River Woodcarvers Organization. Joe says: " My fondness for woodworking and woodcarving has always been a big part of my life- starting in junior high school with art classes and wood shop. I enlisted in the military after high school and also worked with wood and construction. Following, I worked for the Rail Road for 32 years as a bridge inspector and sign painter. Retiring in 1999, I really put all my heart in woodcarving. I started teaching classes in 2005. Woodcarving has been a blessing to me and can be for you too!". Preregistration required. Call 772-766-0021 sign up using PayPal or credit card here.

**Materials Fee to be paid to the Instructor (if any):**

**Most projects included. No Materials to bring, Instructor will have all tools needed for class to purchase.**

**"Learn Watercolor painting"**
**with Marie Morrow**

**EVERY FRIDAY!**
**12pm – 4pm**

**Cost: $160**
**for series of 4, four-hour classes**
**Use this drop down menu to choose**

your payment amount:
Beg Watercolor $160.00
Add to Cart

**Class Description:** No drawing skills necessary. Students will learn to transfer a design onto canvas by using a grid. Discover the fundamental techniques of watercolor painting, brush handling, color mixing and important finishing touches. All levels welcome! This is an ongoing class.

**About the Instructor:** Marie is a graduate of the The Newark School of Fine and Industrial Arts. Her works include a variety of different mediums, including sculpting, watercolor, oil painting, interior and textile design. She has taught art in public schools, at the Vero Beach Museum of Art.

**Materials List**

- Strathmore 300 series water color paper (12 ) 140 lb. 11x15 cold press
- Reeves watercolor set of 12-optional 24
- One H2 graphite drawing pencil
- One large kneaded eraser
- One roll pro tapes white artist tape ½"
- Winsor & Newton colorless art masking fluid
- Robert Simmons ½" Angle brush
- Sapphire Pack W set of three Robert Simons short handle
- Sapphire brush Flat wash ¾"
- Water colour palette 20 well
- Pencil sharpener -That will holds waste
- Rags - old T shirts
- Ruler
- Two low plastic containers for water

**Notes:**

Water color paper, ruler and a H2 pencil is all that is needed for the first day of class at that time we will go over the remanding supply list. You can order over the internet or call: Blick Studio 1-800 828-4548 Dickblick.com

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**"Oil Painting-All Levels"**
**with Marie Morrow**

**Series of 4 Classes**
**Fridays, 12:00 p.m. - 4:00 p.m.**

**Cost: $160**
**Use this drop down menu to choose your payment amount:**
4 Classes $160.00
Add to Cart

**Class Description:** Learn to paint with oil! No drawing necessary. Students will learn to transfer a design onto canvas by using a grid. Discover the fundamental techniques of oil painting, brush handling, color mixing and important finishing touches.

**About the Instructor:** At a very early age, Marie found her strengths in her creativity, gravitating toward almost anything related to the art world. She taught herself how to draw by copying the old masters using tracing paper.
Marie is a graduate of the The Newark School of Fine and Industrial Arts. Her works include a variety of different mediums, including sculpting, watercolor, oil painting, interior and textile design. She has taught art in public schools, at the Vero Beach Museum of Art.

**Materials List:**

- 12"x16" stretched canvas
- Reeves fine oil colour set of 24
- Stand oil or linseed oil
- Turpenoid 4oz. bottle
- Wax paper palette - or foam /plastic trays from vegetables.
- Rags
- 3H Graphite pencil
- One eraser
- Ruler
- Pencil sharpener that holds the waste
- Two small Jars with a lid
- One small bar of soap in container
- Clear color images (two or more) of something you would like to paint.
  8x10 is a good size to work off.
  (UPS will copy an image to 8x 10 in color)
- Brushes for oil paint: Number 10, Number 6 & Number 4 flat hog hair bristle (availabe for purchase from instructor)
- Table easel (optional)

On the first day of class you will need to bring canvas, 3H graphite pencil, pencil sharpener, ruler, eraser and images. You can order over the internet or call: Blick Studio 1-800 828-4548 Dickblick.com Cheap Joes Art Supplies 1-800 227-2788 Cheapjoes.com

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**"Intuitive Oil Painting"**
**with Leslie Stokes**

**EVERY SATURDAY**

**Cost: $25 per session**

**Use this drop down menu to choose your payment amount**
1 Class $25.00
Add to Cart

**Materials to bring to class: Students are encouraged to bring all materials**

# CRA AGENDA ITEM SUMMARY

**Staff Member Making Request** Tony Otte

**Meeting Date:** February 1, 2012

**Action Item Title:** Discussion of Housing Initative

**Agenda Section:** Consent_____ Public Hearing_____ Special Items___x__

**Summary Explanation and Background**

Recently CRA Vice-Chair Jamie Peterson requested that staff arrange for several meetings to discuss how the CRA could address the need for housing improvements in the Historic Westside. Mr. Peterson, CRA staff member Donna Banks and I have met on two occasions to discuss this topic, and these discussions have included Mr. Mike Knotek (City Building Official) and representatives from Habitat for Humanity.

In the past two years residents of the Historic Westside and City officials have partnered to prepare the City's first "neighborhood plan". The plan was completed in October and recently won an award from a statewide planning organization for excellence. The plan lists the following as one of its steps in the "Action Plan", under the category of "Community Appearance": "Create incentives and provide funds for external improvement for homes." The source of funding for these incentives is listed as "City, CRA, and Habitat for Humanity."

Mr. Peterson's initiative, the adoption of the plan, and the moving of Donna Banks to a full-time contract, have set a good foundation for action. Ms. Banks will attend the CRA meeting to discuss this item, since she has specific experience in using CRA funds for housing rehabilitation from her work at the Spring Hill CRA.

Staff believes that one of the impediments to the use of the present grant programs is the requirement for the grantee to pay the contractor and then be reimbursed with grant funds. Staff has identified an option for discussion:

1. For the $2,500 grant program (no match required): The CRA could pay the contractor directly once the work was accepted.

2. For the $5,000 grant program (50% match required):
   a. The CRA pays the contractor directly for up to 50% of the project cost at a pre-approved amount. The applicant is then responsible for payment of the balance; or
   b. The CRA pays for building materials for the project, and Habitat for Humanity performs the actual work.

3. To implement these concepts, a number of conditions may be needed, such as requiring home owners to obtain bids from at least two properly licensed and insured building contractors to perform the work; or in the case of the purchase of building materials, getting two quotes for building materials that meet certain specifications; and procedures for having the work inspected..

Staff requests discussion on this topic and seeks direction in the preparation of a program to present at the March meeting.

**Recommended Action/Motion:**
Discussion, and direction from staff to prepare a program to bring back to the March meeting.

| | | |
|---|---|---|
| **Funding Analysis:** Budgeted___x_____ If not budgeted, recommend funding account:<br>Funding would be taken from the existing line item for Façade Grants, line item 12051502 583001. | | |
| **Exhibits Attached:**<br>None | | |
| **Reviewed By:** | **Name** | **Signature** |
| CRA Director | Tony Otte | Tony Otte |
| **Commission Action** | | |

# REPORTS AND COMMUNICATIONS

# CRA DIRECTOR'S REPORT

February 1, 2012

Announcements

- A ground-breaking is scheduled for the Riverside Park project on Tuesday, January 31 at 1:30. Immediately thereafter, a ribbon-cutting will be held at for the W Myrtle project with a reception to follow at the Pleasant Grove Missionary Baptist Church across from the Babe James Center.

City Commission Items

- Please see the attached City Commission action reports from the January 10 and 24th meetings.

Work Priorities

- Wayfinding signage – Staff has been notified that FDOT has approved the plan! The consultant is now finalizing the bid specifications and preparing to put the project out to bid!
- AOB site.
  - The survey of this site has been completed by a surveyor. Staff is preparing a revised Request for Proposals for this site as well as the former shuffleboard court site on Julia for City Commission review, scheduled for the February 28 meeting.
- Form Based Code – City staff plans to continue work to refine the draft code received from the consultant.
- Brownfields:
  - The City Commission approved the scope of work to conduct a Phase II at the Hi-Way Mart on W Canal and to remove the remaining underground gasoline storage tanks on site.
  - City staff continues to explore possible opportunities for the two properties in the Downing Street, as well as several sites in the airport industrial park.

- Construction projects in design or in the bidding phase: Wayfinding; Washington Street Streetscape Phase 1 (Anderson Dixon); Chamber of Commerce Building Phase II;
- Projects under construction or about to begin: Riverside Park, Esther Street Park Seawall Project, Flagler Ave Boardwalk Park
- Projects in Discussion: Mary Ave tot lot improvements; Washington Street Streetscape Phase II (US 1 to Riverside); acquisition of an easement for a sidewalk and landscaping for the Fox Firestone property on Canal St; palm tree planting on North Causeway and at the NE corner of Third Ave and Peninsula
- US 1 and Canal St Intersection:
  - It is anticipated that once the FDOT intersection improvement plans identify how much Right of Way (ROW) is needed for the intersection improvement projects (both north of W Canal and south of W Canal), Bellamo Herbert will

revise their conceptual drawing for landscaping. At the November 15, 2011 public information meeting it was noted that the area leased for landscaping on the south side of Canal Street will be used as a part of the new right of way when that section of Canal St is widened. Staff will contact the property owner to discuss the situation.

- The FDOT engineering contractor was approved to design enhanced "hardscape" features of the intersection improvements – such as special crosswalks and improved mast arm pole designs (similar to the traffic signal mast arm poles in downtown Deland).

- Marketing
  - City staff is working with Utilities Commission (UC) staff to obtain approval for placing the banners on UC poles. As some poles are located in FDOT and County ROW, staff is following up with those jurisdictions as well.
- Arts District Overlay – this item will be reviewed sometime later in this fiscal year.
- CIP – A Capital Improvements information spreadsheet is available on the City's website, www.cityofnsb.com.
- Votran Bus Stop – Staff continues to work with Votran on plans for moving the Bus Stop from Christmas Park. The area under the SR 44 overpass at Orange St has been rejected and the lot south of the CRA office – where is newspaper recycling bin is located - is under discussion.
- Washington Street Business Incubator: Staff is exploring other sites

# CITY OF NEW SMYRNA BEACH
# CITY COMMISSION REGULAR MEETING

## SUMMARY OF ACTION

## TUESDAY, JANUARY 24, 2012 – 6:30 P.M.

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

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

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

Police Department Chaplain Charles Acheson will be present and give the invocation.

**No action.**

**III. Approval of the Agenda:**

**No action.**

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

A. Recognition/John Barck, DVD – Recognize John Barck for his many years service as a member and chairman of the Animal Control Board.

**Postponed to a future meeting, at the request of Mr. Barck.**

**V. Mayor and Commission Reports:**

**No action.**

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

A. Annual Pistol Range Agreement – Approve entering into an agreement with the City of Port Orange, for the utilization of City pistol range and other training facilities.

**Approved as recommended.**

B. Alonzo "Babe" James Center Message Board Policy – Approve the policy for utilization of the message board at the Alonzo "Babe" James Center as recommended by the Parks and Recreation Board at its meeting on December 6. 2011.

**Approved as recommended.**

C. Interlocal Agreement/Swoope Site Improvements – Approve entering into an interlocal agreement with Volusia County, Ponce DeLeon Inlet and Port District/Coastal Partnership Program for the design and construction of improvements at the Swoope Site, at a cost of $168,400.

**Approved as recommended.**

D. Resolution No. 05-12/Airport Fuel Farm – Adopt a resolution authorizing the execution of a Joint Participation Agreement with the Florida Department of Transportation for bidding, construction phase services and construction of aircraft fuel tanks at the municipal airport for an estimated cost of $254,900.

**Adopted as recommended.**

E. Design Services Contract/Central Fire Station – Approve entering into a contract with the firm Hawkins, Hall & Ogle for design services for the Central Fire Station at a cost of approximately $172,000 as funded by General Obligation Bonds.

**Approved as recommended.**

F. Special Event Application/Flagler Avenue Mardi Gras Celebration & Parade – Approve the 5th Annual Flagler Avenue Mardi Gras Celebration and Parade on Thursday, February 21, 2012 from 7 pm to 8 pm, as hosted by the Merchants of Flagler Hospitality Group. Also requested is the street closure of Flagler Avenue from Pine Street to the Beach Ramp from 6 pm to 8 pm, the day of the event.

**Approved as recommended.**

G. Special Event Application/Flagler Avenue Food Festival – Approve the 4th Annual Flagler Avenue Food Festival on Thursday, April 19, 2012 from 5 pm to 9 pm, as hosted by the Merchants of Flagler Hospitality Group. If approved, it is further requested to close Flagler Avenue from Pine Street to South Atlantic Avenue from 3:00 pm to 10:00 pm.

**Approved as recommended.**

H. Task Order/Environmental Consulting & Technology, Inc. – Approve a task order with Environmental Consulting & Technology, Inc. for work at 1010 Canal Street as funded through the existing Brownfields Assessment Grant, not to exceed $52,476.

**Approved as recommended.**

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

A. Ordinance No. 01-12/Pain Management Clinics – Conduct the second and final of two required public hearings of an ordinance, which if adopted, would amend the *Land Development Regulations*, by creating a definition for Pain Management Clinic, and by allowing pain management clinics as a special exception use in the Medical-Professional (B-6) and Planned Unit Development (PUD) zoning districts.

**Adopted as recommended.**

B. Annexation/1576 Lewis Lane – Conduct the second reading and public hearing of ordinances, which if adopted, would annex and assign land use to approximately 3.3 acres located south of Turnbull Bay Road at 1576 Lewis Lane.

1. Ordinance No. 03-12 – Annexing approximately 3.3 acres located south of Turnbull Bay Road at 1576 Lewis Lane.

**Adopted as recommended.**

2. Ordinance No. 04-12 – Changing land use on approximately 3.3 acres of annexed property located south of Turnbull Bay Road at 1576 Lewis Lane from Volusia County Rural to City Rural designation.

**Adopted as recommended.**

C. Annexation/Turnbull Bay Road – Conduct the second reading and public hearing of ordinances, which if adopted, would annex, and assign land use and zoning to approximately 4.1 acres located south of Turnbull Bay Road , west of Malonee Road. At its meeting on December 5, 2011, the Planning and Zoning Board, acting as Local Planning Agency, unanimously recommended adoption of the proposed ordinance.

1. Ordinance No. 05-12 – Annexing approximately 4.1 acres located south of Turnbull Bay Road, west of Malonee Road.

**Adopted as recommended.**

2. Ordinance No. 06-12 – Changing land use on approximately 3.3 acres of annexed property located south of Turnbull Bay Road, west of Malonee Road from Volusia County Conservation, Environmental Systems Corridor and Water to City Conservation and Agriculture designations.

**Adopted as recommended.**

3. Ordinance No. 07-12 – Rezoning approximately 3.3 acres of annexed property located south of Turnbull Bay Road, west of Malonee Road from Volusia County Rural Agricultural Estate (RA) and Rural Mobile Home (MH-4) to City Agriculture (A-2) district.

**Adopted as recommended.**

D. Annexation/2800 Conway Road – Conduct the second reading and public hearing of ordinances, which if adopted, would annex and assign land use to approximately 2.5 acres located south of Turnbull Bay Road at 2800 Conway Road.

1. Ordinance No. 08-12 – Annexing approximately 2.5 acres located south of Turnbull Bay Road at 2800 Conway Road.

**Adopted as recommended.**

2. Ordinance No. 09-12 – Changing land use on approximately 2.5 acres of annexed property located south of Turnbull Bay Road at 2800 Conway Road from Volusia County Rural to City Rural designation.

**Adopted as recommended.**

E. Annexation/Armitage/S.R. 44 – Conduct the second reading and public hearing of ordinances, which if adopted, would annex, and assign land use and zoning to approximately 2.0 acres located northeast of the intersection of Hughes Road and S.R. 44.

1. Ordinance No. 10-12 – Annexing approximately 2.0 acres located northeast of the intersection of Hughes Road and S.R. 44.

**Adopted as recommended.**

2. Ordinance No. 11-12 – Changing land use on approximately 2.0 acres of annexed property located northeast of the intersection of Hughes Road and S.R. 44 from Volusia County Environmental Systems Corridor to City Agriculture designation.

**Adopted as recommended.**

3. Ordinance No. 12-12 – Rezoning approximately 2.0 acres of annexed property located northeast of the intersection of Hughes Road and S.R. 44 from Volusia County Resource Corridor (Thoroughfare Overlay Zone) (RC(C) and Resource Corridor (RC) to City Agriculture (A-2) district.

**Adopted as recommended.**

F. Ordinance No. 13-12/Annexation/2091 Marsh Harbour Drive – Conduct the second reading and public hearing of an ordinance, which if adopted, would annex approximately 10.2 acres located south of Turnbull Bay Road at 2091 Marsh Harbour Drive.

**Adopted as recommended.**

G. Ordinance No. 16-12/Annexation/3050 Turnbull Bay Road – Conduct the second reading and public hearing of an ordinance, which if adopted, would annex approximately 10.375 acres located approximately 0.4 miles northeast of the intersection of Pioneer Trail and Turnbull Bay Road.

**Adopted as recommended.**

H. Resolution No. 01-12/Resolution of Intent/SR 44 Sewer Assessment – Conduct a public hearing of a resolution, which if adopted, would elect to use the uniform method of collecting sanitary sewer improvements non-ad valorem special assessment levied on properties located south of S.R. 44, between South Glencoe Road and Hidden Pines Boulevard.

**Adopted as recommended.**

## VIII. Public Participation:

**No action.**

## IX. Ordinances – First Reading:

**No action.**

## X. Administrative Items/New Business:

A. Resolution No. 03-12/Extension of Moratorium – Consider a resolution, which if adopted, would extend for 90 days the temporary moratorium established by Ordinance No. 67-11 on the issuance of any business tax license, permit, conditional use approval, site plan approval and any other official action of the City regarding Internet Cafes.

**Adopted as recommended.**

B. Resolution No. 06-12/Resolution of Intent to Vacate Pescado Street – Consider a resolution, which if adopted, would establish the intent to vacate Pescado Street, a public street.

**Adopted as recommended.**

C. Increase of Speed Limit/North Peninsula Avenue – Approve the recommended increase to the posted speed limit on North Peninsula Avenue from 25 mph to 30 mph.

**No action. Removed from the agenda and not considered.**

## XI. Boards and Commissions:

A. Airport Advisory Board – Accept the voluntary resignation of member Matthew Thurmaier.

**Accepted Mr. Thurmaier's resignation with regrets; elevated alternate member William Feger III to regular member status to fill the vacancy left by Mr. Thurmaier's resignation to expire September 9, 2012; appointed David Maib as an alternate member to fill the vacancy left by Mr. Feger's elevation to regular member status to expire September 9, 2014.**

## XII. City Manager's Report:

**No action.**

**XIII. City Clerk's Report:**

**No action.**

**XIV. City Attorney's Report:**

**No action.**

**XV. Adjournment:**

**7:45 p.m.**

**The foregoing summary of action is a true and accurate record of action taken by the New Smyrna Beach City Commission at its regular meeting on January 24, 2012, pending approval of the official minutes of the meeting.**

**Johnny R. Bledsoe, CMC, City Clerk**

# CITY OF NEW SMYRNA BEACH
# CITY COMMISSION REGULAR MEETING

## SUMMARY OF ACTION

## TUESDAY, JANUARY 10, 2012 – 6:30 P.M.

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

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

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

Police Department Chaplain Charles Acheson will be present and give the invocation.

**III. Approval of the Agenda:**

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

A. Sports Complex Task Force Update – Report from Sports Complex Task Force Chairman Sid Peterson regarding task force actions since its establishment.

**No action.**

B. Resolution No. 02-12/Supporting the Local K-Mart Store – Consider adoption of a resolution supporting the local K-Mart store.

**Adopted as amended to add stronger language. Staff directed to research other municipalities regarding business closure procedures.**

**V. Mayor and Commission Reports:**

**No action.**

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

A. Annual Pistol Range Agreements – Approve entering into an agreement with the City of Daytona Beach, for the utilization of City pistol range and other training facilities.

**Approved as recommended.**

B. Temporary Parking Lot/Esther Street Beachfront Park – Approve a temporary shell parking lot, containing 45 parking spaces, with associated landscaping and drainage improvements, on approximately 1.86 acres located east of North Atlantic Avenue, north of Florida Avenue, west of the Atlantic Ocean and south of Lincoln Avenue.

**Approved as recommended.**

C. Contract Renewal/Janitorial Services – Approve the first consecutive one-year renewal term with no increase in costs with Jan Pro Commercial Cleaning Systems of Daytona Beach, Florida to provide janitorial services for City Hall, Conner Library, Police Department, Public Works Administrative Offices and the Municipal Golf Course Pro Shop and Locker Rooms. The renewal term will be effective February 1, 2012 through January 31, 2013.

**Approved as recommended.**

D. Resolution No. 48-11/Swoope Site Improvements – Adopt a resolution authorizing the Assistant City Manager to execute a Florida Boating Improvement Program Grant Agreement for the construction of a two-lane boat ramp, boarding docks and parking area at the Swoope Site.

**Adopted as recommended.**

E. Riverside Park Improvements/Utilities Commission Costs – Approve the expenditure of $104,581.18 for Riverside Park Lighting Improvements made by the Utilities Commission.

**Approved as recommended.**

F. Update on 2012 ECHO Grant and Utilization of Park Impact Fees – Approve the expenditure of $108,075 from the Recreation Impact Fee Fund for additional costs of the two parcels adjacent to the multi-use trail.

**Approved as recommended.**

G. Special Event Application/Martin Luther King Celebration & Parade – Approve the Martin Luther King Celebration and Parade on Monday, January 16, 2012 from 9 a.m. to 12 pm, as hosted by the Black Heritage Museum. Also requested is the use of a rolling road block conducted by the New Smyrna Beach Police Department.

**Approved as recommended.**

H. Special Event Application/2012 Canal Street Health Fair – Approve the 2012 Canal Street Health on Saturday, February 4, 2012 from 9 a.m. to 3 p.m., as hosted by the Friends of Historic Canal Street, Inc. Also requested is the closure of Canal Street from Riverside Drive to U.S. Highway 1 from 6 a.m. to 6 p.m. the day of the event.

**Approved as recommended.**

I. Special Event Application/Snow Festival – Approve the Snow Festival on February 11, 2012 from 9 a.m. to 5 pm, as hosted by First United Methodist Church, 310 Douglas Street. Also requested is the closure of Douglas Street from Live Oak to Palmetto Street and also the alleyway between Downing Street and Lytle Avenue from 8 am to 6 pm, the day of the event.

**Approved as recommended.**

J. Special Event Application/Balloon and Sky Fest – Approve the Annual New Smyrna Beach Balloon and Sky Fest on March 23 through March 25, 2012, with associated alcohol sales and street closure of Turnbull Bay Road from Industrial Park Avenue to Sunset Drive and South Street from Sunset Drive to U.S. Highway 1 from 12 pm to 4 pm, each day of the event.

**Approved as recommended.**

K. Special Event Application/Hawaiian Open & Luau – Approve the Hawaiian Open & Luau, an 18-hole mini golf course, to be held Thursday, January 19, 2012 from 5:00 to 10:00 p.m., as conducted by the Flagler Hospitality Group. If approved, it is further requested to close Flagler Avenue from Pine Street to South Atlantic Avenue from 3:00 pm to 10:00 pm.

**Approved as recommended.**

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

A. Ordinance No. 111-11/Colony Park East – Conduct the second reading and final public hearing of an ordinance, which if adopted, would amend the *Comprehensive Plan* by changing land use on approximately 41 acres located north of S.R. 44, east of Colony Park Road, from Volusia County Commercial and Urban Medium Intensity land use designations to City S.R. 44 P.U.D. land use designation.

**Adopted as recommended.**

B. Ordinance No. 119-11/Budget Amendment – Conduct the second reading and final public hearing of an ordinance, which if adopted, would amend Ordinance Nos. 98-11 and 118-11, current expenses and capital outlay required by the City of New Smyrna Beach, during the fiscal year ending September 30, 2012.

**Adopted as recommended.**

C. Ordinance No. 01-12/Pain Management Clinics – Conduct the first of two required public hearings of an ordinance, which if adopted, would amend the *Land Development Regulations*, by creating a definition for Pain Management Clinic, and by allowing pain management clinics as a special exception use in the Medical-Professional (B-6) and Planned Unit Development (PUD) zoning districts.

**Approved on first reading and first public hearing. The second and final of two required public hearings will be conducted at the regular meeting on January 24, 2012.**

D. Ordinance No. 02-12/Internet Cafes – Conduct the first of two required public hearings of an ordinance, which if adopted, would amend the Land Development Regulations, by creating a definition for Internet Cafe, and by allowing internet cafes as a conditional use in the Mixed-Use (MU), Neighborhood Business (B-2), Highway Service Business (B-3), Planned Shopping Center (B-5) and Planned Unit Development (PUD) zoning districts.

**No action. Public hearing not held pending future consideration. Staff directed to prepare a resolution extending the existing moratorium for consideration at the regular meeting on January 24, 2012.**

E. Ordinance No. 14-12/2091 Marsh Harbour Drive – Conduct a public hearing of an ordinance, which if adopted, would transmit to the Florida Department of Economic Opportunity a proposed ordinance, which if adopted, would change land use on approximately 10.2 acres of annexed property located south of Turnbull Bay Road at 2091 Marsh Harbour Drive from Volusia County Rural, Environmental Systems Corridor and Water to City Conservation and Agriculture designations.

**Adopted as recommended.**

F. Ordinance No. 17-12/3050 Turnbull Bay Road – Conduct a public hearing of an ordinance, which if adopted, would transmit to the Florida Department of Economic Opportunity a proposed ordinance, which if adopted, would change land use on approximately 10.375 acres of annexed property located approximately 0.4 miles northeast of the intersection of Pioneer Trail and Turnbull Bay Road from Volusia County Rural to City Rural designation.

**Adopted as recommended.**

G. Special Exception/SE-03-11/A Pirate's Isle/313 Julia Street – Consider the application as submitted by William Arney, for a special exception in order to allow the establishment of a tattoo parlor at commercial property at 313 Julia Street. The Planning and Zoning Board, acting as local planning agency and at its meeting held December 5, 2011, unanimously recommended approval.

**Approved as recommended.**

## VIII. Public Participation:

**Mayor Barringer assured concerned citizens present that he would make every effort possible to contact K-Mart corporate offices on January 11, 2012 to urge reconsideration of closing the Kmart Store on S.R. 44.**

## IX. Ordinances – First Reading:

A. Annexation/1576 Lewis Lane – Conduct the first reading of ordinances, which if adopted, would annex and assign land use to approximately 3.3 acres located south of Turnbull Bay Road at 1576 Lewis Lane.

1. Ordinance No. 03-12 – Annexing approximately 3.3 acres located south of Turnbull Bay Road at 1576 Lewis Lane.

2. Ordinance No. 04-12 – Changing land use on approximately 3.3 acres of annexed property located south of Turnbull Bay Road at 1576 Lewis Lane from Volusia County Rural to City Rural designation.

**Approved on first reading. The second reading and final public hearing on the proposed ordinances will be conducted at the regular meeting on January 24, 2012.**

B. Annexation/Turnbull Bay Road – Conduct the first reading of ordinances, which if adopted, would annex, and assign land use and zoning to approximately 4.1 acres located south of Turnbull Bay Road , west of Malonee Road. At its meeting on December 5, 2011, the Planning and Zoning Board, acting as Local Planning Agency, unanimously recommended adoption of the proposed ordinance.

1. Ordinance No. 05-12 – Annexing approximately 4.1 acres located south of Turnbull Bay Road, west of Malonee Road.

2. Ordinance No. 06-12 – Changing land use on approximately 3.3 acres of annexed property located south of Turnbull Bay Road, west of Malonee Road from Volusia County Conservation, Environmental Systems Corridor and Water to City Conservation and Agriculture designations.

3. Ordinance No. 07-12 – Rezoning approximately 3.3 acres of annexed property located south of Turnbull Bay Road, west of Malonee Road from Volusia County Rural Agricultural Estate (RA) and Rural Mobile Home (MH-4) to City Agriculture (A-2) district.

**Approved on first reading. The second reading and final public hearing on the proposed ordinances will be conducted at the regular meeting on January 24, 2012.**

C. Annexation/2800 Conway Road – Conduct the first reading of ordinances, which if adopted, would annex and assign land use to approximately 2.5 acres located south of Turnbull Bay Road at 2800 Conway Road.

1. Ordinance No. 08-12 – Annexing approximately 2.5 acres located south of Turnbull Bay Road at 2800 Conway Road.

2. Ordinance No. 09-12 – Changing land use on approximately 2.5 acres of annexed property located south of Turnbull Bay Road at 2800 Conway Road from Volusia County Rural to City Rural designation.

**Approved on first reading. The second reading and final public hearing on the proposed ordinances will be conducted at the regular meeting on January 24, 2012.**

D. Annexation/Armitage/S.R. 44 – Conduct the first reading of ordinances, which if adopted, would annex, and assign land use and zoning to approximately 2.0 acres located northeast of the intersection of Hughes Road and S.R. 44.

1. Ordinance No. 10-12 – Annexing approximately 2.0 acres located northeast of the intersection of Hughes Road and S.R. 44.

2. Ordinance No. 11-12 – Changing land use on approximately 2.0 acres of annexed property located northeast of the intersection of Hughes Road and S.R. 44 from Volusia County Environmental Systems Corridor to City Agriculture designation.

3. Ordinance No. 12-12 – Rezoning approximately 2.0 acres of annexed property located northeast of the intersection of Hughes Road and S.R. 44 from Volusia County Resource Corridor (Thoroughfare Overlay Zone) (RC(C) and Resource Corridor (RC) to City Agriculture (A-2) district.

**Approved on first reading. The second reading and final public hearing on the proposed ordinances will be conducted at the regular meeting on January 24, 2012.**

E. Annexation/2091 Marsh Harbour Drive – Conduct the first reading of ordinances, which if adopted, would annex, and assign land use and zoning to approximately 10.2 acres located south of Turnbull Bay Road at 2091 Marsh Harbour Drive.

1. Ordinance No. 13-12 – Annexing approximately 10.2 acres located south of Turnbull Bay Road at 2091 Marsh Harbour Drive.

2. Ordinance No. 15-12 – Rezoning approximately 10.2 acres of annexed property located south of Turnbull Bay Road at 2091 Marsh Harbour Drive from Volusia County Rural Agricultural Estate (RA), Resource Corridor (RC) and Rural Mobile Home (MH-4) to City Agriculture (A-2) district.

**Approved on first reading. The second reading and final public hearing on the proposed ordinances will be conducted at the regular meeting on January 24, 2012.**

F. Annexation/3050 Turnbull Bay Road – Conduct the first reading of ordinances, which if adopted, would annex, and assign land use and zoning to approximately 10.375 acres located approximately 0.4 miles northeast of the intersection of Pioneer Trail and Turnbull Bay Road.

1. Ordinance No. 16-12 – Annexing approximately 10.375 acres located approximately 0.4 miles northeast of the intersection of Pioneer Trail and Turnbull Bay Road.

2. Ordinance No. 18-12 – Rezoning approximately 10.375 acres of annexed property located approximately 0.4 miles northeast of the intersection of Pioneer Trail and Turnbull Bay Road from Volusia County Rural Agriculture (A-2) and Transitional Agriculture (A-3) to City Agriculture (A-2) district.

**Approved on first reading. The second reading and final public hearing on the proposed ordinances will be conducted at the regular meeting on January 24, 2012.**

## X. Administrative Items/New Business:

A. Design Proposal/Central Fire Station – Consider approval of the following staff recommendations regarding the design of the Central Fire Station as funded through General Obligation Bond funds.

1. Release of Rights/Fire Station Design – Consider approval of entering into an agreement with Architect Scott Waldroff for the exclusive rights to the design for utilization in the Central Fire Station Construction Project, for the amount of $10,000.

**Approved as recommended.**

2. Design Proposal Agreement/Central Fire Station – Consider approval of entering into an agreement with the firm Hawkins, Hall and Ogle for the design of the Central Fire Station Construction Project at a cost of $172,000.

**Approved as recommended.**

B. Combined CRA Grant Applications/306 & 308 North Orange Avenue – Consider approval of three combined applications for CRA grant funds for interior/exterior improvements on property at 306 and 308 North Orange Avenue, in the amount of $20,000 each for a total of $60,000, as submitted by Marla Nance, owner.

**Denied.**

## XI. Boards and Commissions:

A. Golf Advisory Board – Accept the voluntary resignation of member Steve Eichstaedt and appoint a member to complete Mr. Eichstaedt's unexpired term that will expire September 1, 2012.

**Mr. Eichstaedt's resignation was accepted with regrets. Richard Workman appointed to serve the remainder of Mr. Eichstaedt's term to expire September 1, 2012.**

B. Community Redevelopment Agency – Accept the resignation of member Douglas Hodson.

**Mr. Hodson's resignation was accepted with regrets.**

## XII. City Manager's Report:

**Staff authorized to continue discussions with Volusia County representatives regarding future ECHO grant considerations.**

## XIII. City Clerk's Report:

**No action.**

## XIV. City Attorney's Report:

**Staff directed to provide information regarding the possible consideration of an ordinance regarding changing of the organizational structure of the Community Redevelopment Agency .**

## XV. Adjournment:

**9:00 p.m.**

**The foregoing summary of action is a true and accurate record of action taken by the New Smyrna Beach City Commission at its regular meeting on January 10, 2012, pending approval of the official minutes of the meeting.**

**Johnny R. Bledsoe, CMC, City Clerk**

# *Florida Department of Transportation*

RICK SCOTT
GOVERNOR

719 South Woodland Boulevard
Deland, FL 32720-6834

ANANTH PRASAD, P.E.
SECRETARY


January 13, 2012

Ms. Pam Brangaccio, City Manager
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168-9985

Re: Section 79040–SR 44
Section 79040-001 – Business SR 44
Section 79170 –SR 44 (North Causeway)
Section 79010 – US 1 (SR 5)
Section 79070 – SR A1A
Volusia County

Dear Ms. Brangaccio:

We have completed our review for the City of New Smyrna Beach's Wayfinding sign system plans and find them to meet the criteria set forth by the *Florida Administrative Code* (FAC) 14-51 PART V, Wayfinding Signs and the criteria called for in the *Manual on Uniform Traffic Control Devices* (MUTCD). Signs are to be placed on both local and state roads. Signing on the state road system will include the following roadways: State Road 44, SR A1A and US 1 (SR 5). All other roads with wayfinding signs are maintained by Volusia County or the City of New Smyrna Beach.

The City is being granted approval to proceed through the FDOT permit process for installation of wayfinding signs on the state road system in the City of New Smyrna Beach. Please contact Mr. Victor LoPiccolo at 386-740-5432 or Victor.LoPiccolo@dot.stat.fl.us to begin the permit process. The contractor selected to fabricate the signs shall use FHWA approved Highway Gothic D style lettering or better with no compression of the lettering to accommodate a panel size. New permits will be required as the city expands the wayfinding sign system to additional locations in the future.

If you have any further questions, please contact Ms. Veronica Grove, of this office, at 386-943-5307.

Sincerely,

Richard B. Morrow, P.E.
District Traffic Operations Engineer
District Five

RBM/vg:cac:d

cc: Ms. Shaughnessy Hart
Ms. Chris Barone
Mr. Victor LoPiccolo (with plan set)

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

# Status Report of CRA Construction Projects

February 2012

Mary Ave Streetscape Project – N Myrtle Avenue to US1:

Phase I is now complete and included amenities such as:

- Complete reconstruction of the stormwater system
- Complete reconstruction of the roadway with curb and gutter and nested on-street parking
- 4FT sidewalk on the south side of the street and 8FT multi-use trail on the north side
- Landscaping and irrigation
- Decorative streetlights

Improvements through the Florida East Coast Railway (FECR) right-of-way will be constructed in a separate phase of work

Esther St Park Improvements Project:

This project will be constructed in 3 phases including reconstructing the seawall, stormwater improvements to the area, and a new park facility. The seawall project was awarded to SE Cline Construction for $248,325 and will be completed by the end of April 2012. The design for the new stormwater features and park facility are nearing completion.

Progress to date:

- About 50% of the seawall panels have now been installed
- 10 Gopher Tortoises were captured from the site prior to the beginning of construction and taken to Russakis Ranch, a sanctuary down in Okeechobee

Flagler Boardwalk Improvements Project:

The project was awarded to AG Pifer for $899,495, expected to be complete by the end of April 2012, and includes amenities such as:

- Refurbished seawall and new cap
- New restroom facilities
- Refurbished pavilion
- Parking lot improvements with curbing and landscaping

Progress to date:

- The existing restrooms have been demolished
- The refurbishing of the pavilion is in progress
- Reconstruction of the seawall cap is in progress

Riverside Park Improvements Project:

The City received bids for this project and is expected to be awarded to C&L Landscaping for $912,725 at the December 13, 2011 City Commission Meeting. This project includes amenities such as:

- Refurbished seawall
- Floating Docks
- New wood boardwalk and sidewalks
- New park lighting

Progress to date:

- Demolition of the existing boardwalk is in progress
- Refurbishing of the existing seawall is in progress
- Installation of the underground electrical conduit for the new park lighting is in progress

Washington St Streetscape – N Myrtle Ave to US1:

The design for this project is nearing completion and the project will includes amenities such as:

- Complete reconstruction of the stormwater system
- Complete reconstruction of the roadway with new curb
- New 5 FT sidewalks on both sides of the street from Myrtle Ave to Dimmick St, and on the north side only from Dimmick St to US1
- Landscaping and irrigation
- Decorative streetlights

Progress to date:

- The plans have been submitted to the Florida East Coast Railway (FECR) for permitting to do the improvements within the FECR's right-of-way, which include:
    - Widening the track surface on the north side to allow the sidewalk to extend across the tracks
    - New gates and signals, including a new pedestrian gate on the northwest side of the tracks

# *CORRESPONDENCE*

# FAX COVER SHEET

JAMES M. KOSMAS
111 LIVE OAK STREET
NEW SMYRNA BEACH, FLORIDA 32168

FAX: (386) 426-2665
CONFIRMATION : (386) 428-0055

DATE: January 26, 2012 (12:07pm)

TO: Adam Barringer

FIRM: Mayor, City of New Smyrna Beach, FL

FAX #: 424-2109

TOTAL PAGES ( Including This Cover Sheet): two (02)

FROM: James M. Kosmas

January 26, 2012

VIA FACSIMILE 424-2109
AND E-MAIL

The Honorable Mayor Adam Barringer
210 Sams Avenue
New Smyrna Beach, Florida 32168

RE: COMMUNITY REDEVELOPMENT AGENCY

Dear Mayor Barringer:

Effective immediately I herby resign my position as Chairman and a member of the board of directors of the New Smyrna Beach Community Redevelopment Agency (the "CRA").

I feel the city commission has and continues to direct criticism at me personally, as well as at my fellow board members, for public policy decisions made by the CRA in good faith and subsequently approved by the city commission, that now have become politically unpopular.

What has been lost in every discussion of the CRA over the last several months is the city commission approved every expenditure of the CRA. Further, the city manager signed all purchase orders authorizing such expenditures. If the city commission had not approved these expenditures, or the city manager had not authorized the check(s) to pay for them, they would not have occurred. The suggestion by the city commission that they had no control or input with respect to these funds is nonsense.

Further, to suggest the members of the CRA, and/or the projects that come before the CRA, do not reflect the desires of the city commission, is perplexing. First, the city commission selects the member's of all of its' boards from those applicants willing to serve. Second, all projects presented to the CRA for consideration are determined in the sole discretion of CRA staff. As you know, the executive director of the CRA is also employed by the city commission.

To have certain elected and appointed public officials try and throw me and the other volunteers who serve on the CRA under the bus to advance their own political agenda is simply wrong. As a result, I cannot continue to serve as a member of the CRA.

Sincerely,

James M. Kosmas

copies: Judy Reiker
Jack Grasty
James Hathaway
Lynn Plaskett
Melissa Latty
John Kinney
James Peterson
Chad Schilsky
Mark Johnson
Henry Frederick