

# Community Redevelopment Agency

210 Sams Avenue • New Smyrna Beach, Florida 32168 • 386-424-2265 • FAX 386-424-2270

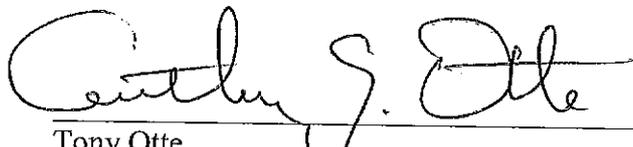
January 28, 2010

## MEMORANDUM

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

May this serve as your official notification of the **REGULAR MEETING** of the Community Redevelopment Agency to be held on **Wednesday, February 3, 2010 at 2:00 p.m.** The meeting will be held at the **City Commission Chamber, City Hall, 210 Sams Ave., New Smyrna Beach, FL 32168** to discuss the attached Agenda pursuant to Florida Statute 163 and Local Ordinance 23-85.

Respectfully submitted,



Tony Otte,  
Interim CRA Director

cc: Mayor and City Commission  
City Manager  
CRA Attorney  
Members of the Press  
Flagler Merchants Assoc.  
MainStreet, Inc.  
Public Notice

Attachments

**REGULAR MEETING AGENDA  
COMMUNITY REDEVELOPMENT AGENCY  
WEDNESDAY, FEBRUARY 3, 2010 AT 2:00 P.M.,  
CITY COMMISSION CHAMBERS, CITY HALL, 210 SAMS AVE.,  
NEW SMYRNA BEACH, FLORIDA**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. CONSENT AGENDA**

A. Approval of Minutes – January 13, 2010

**4. PUBLIC PARTICIPATION**

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

**5. PRESENTATION**

A. Arts District or Cottage Industry Overlay District

**6. OLD BUSINESS**

- A. CRA Plan Update – Additional Information
- B. Flagler Avenue Hotel - Update
- C. Environmental Assessment Engineering Services - Agreement
- D. Flagler Dunes Property – Agreement Points
- E. CRA Commercial Impact Fee Assistance Program – Amendment
- F. Riverside Park project – Update

**7. NEW BUSINESS**

- A. Property Improvement Grant Application – 113 S. Orange Ave
- B. Review of the January 28 letter from the Southeast Volusia Hospital District
- C. Myrtle Ave Project – Discussion
- D. Temporary Parking lot use agreement – corner of Julia and Lewis Streets (Memo)
- E. Amtrak/FEC Corridor / FDOT Plans for US1 and Canal Street

**8. REPORTS AND COMMUNICATIONS**

- A. Director's Report
- B. Commissioner Report
- C. Correspondence – Southern Trends

**9. ADJOURNMENT**

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

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Board Secretary listed below prior to the meeting:  
Claudia Soulie, CRA Administrative Assistant, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168, (386) 424-2265.

# ***CONSENT AGENDA***

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**MINUTES OF THE  
COMMUNITY REDEVELOPMENT AGENCY  
MEETING OF JANUARY 13, 2010  
CITY HALL COMMISSION CHAMBERS,  
210 SAMS AVE.  
NEW SMYRNA BEACH, FLORIDA**

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

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**Answering to roll call:**

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**Linda DeBorde, Chair  
Cynthia Lybrand  
Doug Hodson  
Thomas Williams**

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Also present were Tony Otte, Interim CRA Director; Michelle Martin, CRA Project Manager; Noeleen Foster, CRA Program Manager; Claudia Soulie, Administrative Specialist and Mark Hall, CRA Attorney. Commissioner James Kosmas arrived at 2:03 pm and Vice-Chair Steve Dennis arrived at 2:25 pm. Commissioner Charles Belote was absent.

Ms. DeBorde introduced and welcomed the new Interim CRA Director Tony Otte and stated that Mr. Otte's extensive experience would help keep the CRA moving in the right direction and she was looking forward to working with him.

**CONSENT AGENDA**

A. Approval of Minutes – December 9, 2009

**Mr. Hodson made the motion to approve the December 9, 2009 minutes as written, seconded by Ms. Lybrand. The 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. Jim Taylor, 827 Evergreen Street, encouraged the CRA to start improvements on the Dunn Lumber Property as he considered that property to be an eyesore.

Ms. Cindy Jones, 334 Canal Street, spoke on behalf of Debbie Peterson with Christmas on Canal. Ms. Jones thanked the CRA for its financial support of their recent events during the Christmas season, which were a great success. Ms. Jones stated that the CRA would receive a full report by their next meeting.

47 Ms. DeBorde stated that she had received a lot of positive feedback from residents as  
48 well as an email from an out-of-state visitor complimenting the City on its downtown  
49 decorations during the Holiday Season.

50  
51 Mr. Gordon Smith, 210 N. Atlantic Ave. thanked the CRA for their financial support of  
52 the Surfari Club, which allowed them to re-erect their surfboard memorial at the Flagler  
53 Boardwalk. Mr. Gordon also commented on beachside areas that he considered to be  
54 blighted and asked the CRA to place them on their Community Redevelopment Plan  
55 update prioritization list. Mr. Gordon was also opposed to the proposed hotel on Flagler  
56 Ave as he felt that this project would have a negative effect on the community.

57  
58 Hearing no further requests, Ms. DeBorde closed the public participation portion of the  
59 meeting.

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## OLD BUSINESS

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### A. CRA Plan Update – Prioritization List

64

65

66 Ms. DeBorde stated that the CRA Redevelopment Plan Update process was nearing  
67 finalization and staff was requesting the CRA to review, comment and confirm the  
68 outline of the overall plans, goals, objectives, project prioritization plan, and projected  
69 project cost through fiscal year 2015. Ms. DeBorde continued that the consultant would  
70 then provide the final draft document on or about January 22, 2010 for the CRA's final  
71 approval at their February 3, 2010 meeting.

72

73 Ms. DeBorde thanked Mr. Otte for being able to continue the momentum of the  
74 Redevelopment Plan update.

75

76

### B. Flagler Ave. Hotel and Parking Project

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78

79 Mr. Otte stated that the City Commission had continued the rezoning for the hotel  
80 property, from Mixed Use (MU) to Planned Unit Development (PUD) from their January  
81 12, 2010 meeting to their next meeting at the end of January. Mr. Otte continued that  
82 staff had been working on drafting a lease for the parking spaces at the Cormeth lot and  
83 presented the CRA with the most recent conceptual plan of the property layout. Mr. Otte  
84 gave a brief update of the scope of work and possible dedication of parking spaces for the  
85 Cormeth Methodist Church and the proposed hotel. Mr. Otte stated that the negotiation  
86 for additional parking continued to move forward and that a meeting with Church  
87 representatives would be scheduled.

88

89 A brief discussion ensued about how many original parking spaces were on this lot, how  
90 many would be lost/gained, fees for tree mitigation and leasing parking from the Church.

91

92 Ms. Lybrand was concerned about the possibility that the Church may refuse to renew the  
93 lease after the original term or sell off the property and that this would cause a serious  
94 parking hardship and suggested discussing purchasing a certain portion of the lot from  
95 the Church.

96

97 Mr. Taylor, 827 Evergreen Street asked to address the CRA and suggested that staff  
98 check into how the Church acquired this property and any possible redevelopment  
99 stipulations in the purchase agreement.

100

101 Ms. DeBorde thanked staff for their diligent work and the CRA, by consensus, authorized  
102 staff to continue to move forward with a potential draft lease.

103

#### 104 **C. Murals**

105

106 Ms. Foster stated that at their October 7, 2009 meeting, the CRA unanimously deferred a  
107 property improvement grant application for painting of a mural on a private building at  
108 622 W. Canal Street.

109

110 Ms. Foster continued that she had received a few more requests from residents asking for  
111 financial assistance with murals under the CRA property improvement grant program and  
112 staff was seeking the CRA's direction on whether or not to pursue drafting a Mural  
113 Program. Ms. Foster stated that there were a number of cities around the country with  
114 mural programs and that it was important to note that in those cities the mural programs  
115 had little, if any, regulation, and were operated by private, non-profit groups. These  
116 groups held fund-raising activities to pay the artists for their work and for the required  
117 maintenance.

118

119 A brief discussion ensued about legality issues with using public funds to create art on  
120 private buildings and the much higher cost of painting a mural versus just repainting the  
121 wall.

122

123 **Mr. Dennis made the motion for the CRA and staff to take no action on this agenda**  
124 **item, seconded by Ms. Lybrand. Motion carried on roll-call vote 6-0.**

125

126 Ms. DeBorde recognized Mayor Adam Barringer and welcomed him to the CRA  
127 meeting.

128

#### 129 **D. Request for Parking Lot Improvements (former Skateboard facility)**

130

131 Mr. Otte stated that the CRA, at their May 13, 2009 CRA meeting, discussed improving  
132 the condition of the existing skateboard facility at the SE corner of Julia and Faulkner  
133 Streets and allocated \$50,000 to the improvements. Mr. Otte continued that since that  
134 time, the City Commission asked to have this site converted to a parking lot to provide  
135 additional off-street parking in the historic Canal Street downtown. Mr. Otte stated that a  
136 plan for constructing a parking lot as well as an Engineer's cost estimate were completed  
137 recently and staff was recommending the CRA approve the City Commission's request as  
138 well as re-allocate the \$50,000 to the construction of this parking lot.

139 Mr. Kosmas asked for clarification on a line item in the cost estimate pertaining to  
140 signage. Mr. Otte explained that these were considered site signs and not wayfinding  
141 signs.

142  
143 Ms. DeBorde felt that additional parking was needed downtown, especially since all City  
144 meetings had been moved back into the City Commission Chamber.

145  
146 Ms. DeBorde continued that she was in favor of researching CRA owned lots for the  
147 possibility of constructing a small-scale skateboard facility. The CRA agreed.

148  
149 Mr. Otte noted that suggestion.

150  
151 **Mr. Dennis made the motion to accept staff's recommendation to approve the City**  
152 **Commission's request and to re-allocate the original skateboard park improvement**  
153 **funds for the proposed parking lot, seconded by Mr. Hodson. Motion carried on**  
154 **roll-call vote 6-0.**

155  
156  
157

### NEW BUSINESS

158

159 **A. S. Orange St. Streetscape and Parking Lot Improvements Project – Additional**  
160 **Services**

161

162 Ms. Michelle Martin stated that staff had been coordinating with Glatting Jackson to  
163 modify their CRA parking lot configuration for the S. Orange Street Streetscape and  
164 Parking Lot Improvement Project in order to save a large Cedar tree.

165

166 Ms. Martin recommended the CRA approve the Additional Services request for Glatting  
167 Jackson in the amount of \$3,500.00.

168

169 Mr. Hall stated that Glatting listed a 1.15% direct cost multiplier in their proposal and  
170 pointed out that the CRA does not pay overages of direct cost beyond the fixed fee and  
171 suggested this be reflected in the motion. Ms. Martin reiterated that Glatting had been  
172 informed of the CRA's policy pertaining to direct costs on several occasions.

173

174 **Mr. Dennis made the motion to accept the additional services request at the fixed**  
175 **cost of \$3,500 and to advise Glatting Jackson that the CRA does not pay direct cost;**  
176 **seconded by Mr. Hodson. The motion carried on roll call vote 6 – 0.**

177

178

179 **B. S. Orange St. Streetscape and Parking Lot Improvements Project –100% Plans**

180

181 Ms. DeBorde recognized Mr. Khalid Resheidat, Public Works Director.

182

183 Ms. Martin stated that staff had completed the review of the S. Orange Street Streetscape  
184 and Parking Lot Improvement Project 100% construction plans and was submitting them  
185 to the CRA for their review and approval. Ms. Martin gave a brief update on the scope of

186 work and stated that the Utilities Commission (UC) had also reviewed the plans. Ms.  
187 Martin continued that the UC representatives indicated in a recent meeting that they were  
188 no longer participating with upgrading their water mains for this project as originally  
189 discussed. Mr. Dennis inquired who would bear the cost of digging up the new  
190 Streetscape, should the water main deteriorate. Mr. Resheidat stated that, in the past, the  
191 UC restored the City's streetscapes to their original condition.

192  
193 Mr. Resheidat stated that this was an important project and he appreciated the partnership  
194 and help of the CRA.

195  
196 Mr. Williams wanted to be sure that staff had reviewed the possible need for easements  
197 or other potential, (foreseeable) causes for delays to ensure a smooth completion of this  
198 project. A brief discussion ensued between staff and the CRA about staying within the  
199 project budget; the merits of a design-build project versus a regular construction project  
200 and that the Orange Ave. project would go out for bid fully designed.

201  
202 **Mr. Williams made the motion to accept the S. Orange Street 100% plans; seconded**  
203 **by Ms. Lybrand. The motion carried on roll call vote 6 – 0.**

204  
205 Mr. Kosmas inquired about a timeline. Mr. Resheidat estimated that the actual  
206 construction could begin within three (3) months and that this project should be  
207 completed with 240 days from the Notice to Proceed.

208  
209 **C. W. Canal Streetscape and Drainage Improvement Project –Change Order #2**

210  
211 Mr. Resheidat stated that Change Order #2 had been submitted to the design build team,  
212 ThadCon, for added items of work requested by the City/CRA, FDOT and the Utilities  
213 Commission (UC), which were not described in the original scope of work.

214  
215 Mr. Resheidat continued that negotiations were still under way for the items that were  
216 generated by FDOT and the UC, however, to prevent delays with the project, staff  
217 recommended approval of the re-negotiated items that were solely generated by the  
218 CRA/City. Mr. Resheidat stated that staff would come back before the CRA for  
219 presentation of "Phase B" of this change order.

220  
221 Mr. Williams inquired if any extra funds needed to be added to the budget line item for  
222 this project. Mr. Resheidat stated that the CRA had sufficient funds already allocated and  
223 some of the charges would be reimbursed by FDOT.

224  
225 Mr. Williams suggested reviewing the budget for re-assessment of any decorative items  
226 that may have been deleted, as he would like to see the best finished product. Mr.  
227 Resheidat stated that the construction plans were designed in such a way that the  
228 streetscape was landscape ready with all the irrigation in place, so staff had time to  
229 negotiate the best price for the actual landscape planters, etc.

230  
231 Ms. Lybrand inquired about correcting vandalism to the new sidewalk. Ms. Martin stated  
232 that she had notified the Police Department for a report. A brief discussion ensued about

233 who was responsible to pay for any costs incurred due to vandalism. Mr. Hall, CRA  
234 Attorney, stated he would research this topic.

235

236 **Mr. Hodson made the motion to accept staff's recommendation to approve the**  
237 **CRA/City re-negotiated items in Change Order #2 in the amount of \$229,966.88,**  
238 **seconded by Mr. Dennis. Motion carried on roll-call vote 6-0.**

239

240 Mr. Otte informed the CRA that staff arranged for a meeting to be held on Wednesday,  
241 January 14, 2010 at 6:00 pm at the Babe James Center to allow business owners and  
242 residents along W. Canal Street to voice their concerns/comments pertaining to the W.  
243 Canal Streetscape project and the effect on their businesses.

244

245 Mr. Otte commended Mr. Resheidat for his assistance with the change order process and  
246 Ms. Martin for her work in securing all the necessary easements.

247

248

249 **D. Mary Ave Streetscape Project – Emergency Pipe Replacement**

250

251 Ms. Martin stated that investigative work revealed that the existing City Stormwater  
252 system crossing US1 at Mary Ave. had greatly deteriorated and was in need of immediate  
253 replacement. Ms. Martin continued that staff had coordinated with FDOT to be granted a  
254 permit allowing the City to open cut US 1 to have this emergency work completed prior  
255 to the upcoming FDOT Milling and Resurfacing project. Ms. Martin clarified that the  
256 Mary Ave. Streetscape project would be tying into this particular pipe making it  
257 imperative that it be replaced.

258

259 Ms. Martin stated that staff selected Parnell Well Drilling and Better Barricades to do this  
260 emergency work, which was expected to take approximately 15 days to complete. Ms.  
261 Martin continued that a price for paving the trench was received in the amount of  
262 \$20,000.

263

264 Ms. Martin informed the CRA that funding for the emergency replacement of the existing  
265 City Stormwater System in the amount of approximately \$60,500 (excluding paving) was  
266 budgeted in the City's Stormwater Fund.

267

268 Ms. DeBorde thanked staff for their update and stated that no action was necessary from  
269 the CRA on this agenda item as it was for information only.

270

271

272 **E. CRA Commercial Impact Fee Assistance Program Application - 215**  
273 **Washington Street**

274

275 Ms. Foster stated that staff had received an application in the amount of \$4,008.70 for  
276 CRA Commercial Impact fee assistance for the redevelopment of a property located at  
277 215 Washington Street. Ms. Foster continued that the application was compliant with the  
278 goals and criteria established in the assistance program and stated that staff recommended  
279 CRA approval of this request.

280 Ms. Foster stated that this application was the first request the CRA had received since  
281 implementing the CRA Commercial Impact Fee assistance program.

282  
283 Ms. DeBorde inquired if the work had been completed, which Ms. Foster confirmed.

284  
285 Ms. DeBorde asked if there were any stipulations in the impact fee assistance program  
286 criteria addressing work having been completed before the application was presented to  
287 the CRA for approval.

288  
289 Ms. Foster mentioned that stipulations were in place, which applied to the actual work,  
290 but the applicant stated he was not aware of these impact fees as they were presented to  
291 him after the work was completed, due to staffing changes in the Building Department. A  
292 brief discussion ensued between the CRA and staff about this applicant paying for all the  
293 impact fees for his prior projects.

294  
295 Mr. Dennis inquired about suggestions to avoid another “after-the-fact” application being  
296 presented to the CRA. Ms. Foster stated that she has had difficulty getting a list of all  
297 applicable impact fees from the Utilities Commission (UC) to use as a reference in the  
298 application package and that she was not able to assure the CRA that this would be an  
299 isolated occurrence.

300  
301 Ms. DeBorde cautioned that some residents seemed to have the wrong idea about what  
302 the CRA can and cannot assist them with.

303  
304 Ms. Lybrand suggested possibly having the City Manager’s office contact the UC in this  
305 regard. Mr. Otte stated that staff was in the process of working with the City Manager’s  
306 office for such a meeting.

307  
308 **Mr. Williams made the motion to approve the impact fee assistance application for**  
309 **215 Washington Street in the amount of \$4,008.70; seconded by Mr. Hodson. The**  
310 **motion carried on roll call vote 6 – 0.**

311  
312  
313 **F. Environmental Assessment and Characterization Services – Selection of**  
314 **Firms**

315  
316 Ms. DeBorde thanked staff for providing the CRA with a digital version of the final four  
317 (4) proposals. Ms. Foster stated that those proposals were also uploaded on the CRA’s  
318 portion of the City’s website.

319  
320 Ms. Foster continued that staff had received twenty-five (25) proposals from professional  
321 engineering firms as part of the CRA Request for Qualifications (RFQ) to provide  
322 environmental site assessment and characterization activities and related services on a  
323 continuing contract basis for the City under its Brownfields Redevelopment Program.  
324 Ms. Foster stated that the Brownfield Redevelopment program was funded through a  
325 Brownfields Assessment grant from the U.S. Environmental Protection Agency (EPA).

326

327 Ms. Foster continued that Kimley-Horn and Associates, Nodarse & Associates,  
328 Concurrent Technologies Corporation (CTC), and Environmental Consulting  
329 Technologies (ECT) were short listed in order of preference as the top four firms by a  
330 ranking committee consisting of former CRA Director Kevin Fall, CRA Program  
331 Manager Noeleen Foster, CRA Commissioner Tom Williams and City Engineer Kyle  
332 Fegley. Public Works Director Khalid Resheidat and Interim CRA Director Tony Otte  
333 were present at the final meeting, at which time the ranking committee decided to move  
334 CTC ahead of Nodarse.

335

336 Ms. Foster asked the CRA if they wished for those four firms to conduct formal  
337 presentations. The CRA, by consensus, declined the presentations.

338

339 Ms. Foster stated that staff was seeking CRA approval of the top four firms and  
340 authorization to negotiate individual contracts and scope of services related to the  
341 environmental assessment and characterization services within the City of New Smyrna  
342 Beach.

343

344 **Mr. Hodson made the motion to approve staff's revised recommendation of the top**  
345 **four (4) firms and to authorize staff to negotiate individual contracts and scope of**  
346 **services as requested, seconded by Mr. Dennis. Motion carried on roll-call vote 6-0.**

347

348 Mr. Williams commented on how the ranking committee arrived at their selection of the  
349 top firms and that this could be the first step in cleaning up the property at 533 Canal  
350 Street (Dunn Lumber).

351

352 Ms. Foster clarified that staff had applied for a grant from the State to clean up the Dunn  
353 Lumber property and that the State had asked if staff was willing to tear down the Dunn  
354 Property with local monies to match the cost of cleaning up the contamination. Ms.  
355 Foster continued that she had received correspondence from the EPA saying that they  
356 might consider demolishing the Dunn Lumber property as part of the EPA grant to assist  
357 the testing of the site. Ms. Foster stated that staff felt that the Dunn Lumber property  
358 might be the first project under this grant, which was good news.

359

360

#### 361 **G. Property Improvement Grant Application – 334 Canal Street**

362

363 Ms. Foster stated the staff had received another property improvement grant application  
364 for "phase 2" of renovations for 334 Canal Street. Ms. Foster continued that the  
365 application received the points necessary to qualify for CRA funding and staff was  
366 recommending the CRA approve this application in the amount of \$10,000.

367

368 **Mr. Hodson made the motion to approve the property improvement grant**  
369 **application for 334 Canal Street in the amount of \$10,000, seconded by Ms.**  
370 **Lybrand. Motion carried on roll-call vote 6-0.**

371

372 Mr. Hodson congratulated the applicant on beautiful improvements to this historic  
373 structure, seconded by Ms. Lybrand.

374 **H. Proposal for the Flagler Dunes Property – (former Heavenly Bar-B-Q &**  
375 **adjoining lot S. Atlantic**  
376

377 Mr. Otte stated that he had been contacted by Commissioner Williams about the owner of  
378 the Flagler Dunes property wishing to clear the parcel where the residence was located.  
379 Furthermore, the owner had expressed interest in the possibility of partnering with the  
380 CRA to create a parking lot.

381  
382 Mr. Williams stated that the owner had originally intended to clean up and just grade the  
383 property, but was informed by City staff that this would require the property to go  
384 through the City's site plan process. Mr. Williams presented the CRA with an aerial  
385 photo and stated that this property consisted to two parcels and he was referring strictly to  
386 the south parcel. Mr. Williams continued that the partnership could be structured in such  
387 a way that the CRA would pay for the construction of the parking lot and would then  
388 receive the dedicated use of certain number of spaces for a certain period of time. Mr.  
389 Williams stated that the details for this arrangement could be specified in the partnership  
390 agreement and invited the CRA Commissioners to forward any ideas and suggestions to  
391 Mr. Otte.

392  
393 Ms. DeBorde suggested giving the owner an "escape clause" and presented a few other  
394 scenarios of how this agreement could be worded.

395  
396 Mr. Otte stated that staff was requesting discussion on this concept and that approval  
397 would necessitate the establishment of guidelines to regulate future requests.

398  
399 The CRA by consensus authorized staff to move forward on working with the owner to  
400 create a draft agreement.

401  
402  
403 **REPORTS AND COMMUNICATIONS**

404  
405 **A. Director's Report**  
406

407 Mr. Otte stated that he was very schedule and budget oriented and continued that he had  
408 added "Fiscal Impact" and "Other Options" to the current Agenda Memorandum as he  
409 felt this budget information to be pertinent to CRA operations. Ms. DeBorde appreciated  
410 that additional information.

- 411  
412 • Mr. Otte stated that one of the City Manager's directions to him was the  
413 finalization of the Community Redevelopment Plan update and staff was working  
414 diligently to be able to present a final draft to the CRA at the February 3, 2010  
415 CRA meeting.  
416  
417 • Mr. Otte continued that staff had scheduled a meeting with Bert Fish hospital  
418 officials to discuss possible projects.  
419

420 • Mr. Otte felt that wayfinding signage was an important project and stated that he  
421 would be interested in doing research into using FDOT signage as well as the cost  
422 of a wayfinding sign system using local artists.  
423

424  
425 Mr. Kosmas inquired about FDOT's plans with the triangular area where W. Canal Street  
426 merges with SR 44 as this was somewhat of an entry point to Downtown Canal Street.  
427 Mr. Otte stated that it was currently used as a staging area for the W. Canal Streetscape  
428 improvements and he would check with FDOT and present a report at the February 3,  
429 2010 CRA meeting clarifying ownership and plan of action for this parcel..  
430

431 Mr. Kosmas also felt that this area would be a perfect location for a permanent, lit sign  
432 advertising the Downtown and suggested the CRA consider discussing this topic. Mr.  
433 Kosmas continued that it was his understanding that, if this sign would benefit the CRA  
434 district, the CRA could fund it, even though it was located outside of the CRA district.  
435

436 Ms. Lybrand stated that Glatting Jackson representatives suggested the CRA come up  
437 with a name for their loop and she felt that this should occur before any signage was  
438 chosen. Ms. Lybrand suggested a contest. A brief discussion ensued about variable  
439 message signs and possible locations outside of the CRA district that would best guide  
440 traffic into the CRA district. The CRA agreed by consensus to name/brand the loop.  
441

442 Mr. Williams suggested getting clarification on the rules and regulations pertaining to the  
443 CRA funding signage outside of the CRA district. Mr. Hall will do research into this  
444 request.  
445

446 Mr. Otte continued that:  
447

- 448 • staff had addressed some business owner concerns pertaining to the speaker  
449 volume for the Canal Street sound system.
- 450
- 451 • staff was in the process of scheduling a coordination meeting with the Director of  
452 the Utilities Commission.
- 453
- 454 • staff had scheduled a meeting with West Canal Street business owners to discuss  
455 concerns on Wednesday, January 14, 2010 at 6:00 pm at the Babe James Center.
- 456
- 457 • staff will create a tracking report on any Commissioner requests made at  
458 subsequent meetings to ensure that these request will be addressed in a reasonable  
459 amount of time.
- 460

461  
462 Mr. Hall stated that he had spoken with Hugh Waters, Canal Street Tire and Tube, who  
463 had been in touch with CRA staff about possible financial compensation for an alleged  
464 hardship caused him by the West Canal Streetscape improvements. Mr. Hall continued  
465 that he informed Mr. Waters what assistance programs were currently offered by the

466 CRA and no program was in place for reimbursement of operational concerns. Mr. Hall  
467 felt that no official response on behalf of the CRA was necessary.

468  
469 Ms. DeBorde suggested tracking down glass engraved plaques that were located in a  
470 stone near the gazebo in Pine Park.

471  
472 Mr. Kosmas appreciated the brief synopsis of things that happen between meetings. He  
473 also inquired about the white lights in Christmas Park. Staff felt that they would stay up  
474 and only be lit for special occasions.

475

476 Correspondence

477

478 Ms. DeBorde stated that Images: A Festival for the Arts had sent a Thank you note for  
479 the CRA's recent contribution along with an invitation for a Cocktail party for the patrons  
480 to be held at the Atlantic Center for the Arts on 1/29/2010 from 6:00 pm to 8:00 pm.

481

482 Ms. DeBorde also informed the CRA that the City of Bunnell was hosting a Northeast  
483 Regional CRA Basics course sponsored by the Florida Redevelopment Agency on  
484 Thursday, January 21, 2010.

485

486 Mr. Williams felt that there was still confusion among the public how and why the CRA  
487 obtained its funding. Mr. Williams continued that this became apparent during the public  
488 participation portion at a recent City Commission meeting.

489

490 A brief discussion ensued about what would happen to the Hospital tax contribution once  
491 the CRA sunsets in 2015.

492

493 ADJOURNMENT

494

495 **A motion was made to adjourn; all agreed. Meeting adjourned at 4:30 pm.**

496

497

# ***PRESENTATION***

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

SUBJECT: Arts District or Cottage Industry Overlay District

AUTHORIZED BY: Tony Otte CONTACT: \_\_\_\_\_

AGENDA DATE: February 3, 2010 REGULAR  CONSENT

**MOTION/RECOMMENDATION:**

No action needed at this time.

---

**BACKGROUND:**

Ms. Gail Henrikson, Chief Planner is exploring the feasibility of developing a new overlay zoning district. The new district would expand the current uses for home occupations to allow “cottage industry” shops subject to certain regulations. This type of use is perfectly suited for artists. The attraction and retention of artists is typically an excellent “fit” for historic areas. Ms. Kerr-Marsch is an accomplished Designer/Potter who lives in the city and has met with Gail and myself to discuss such a district.

Ms. Henrikson and Ms Kerr-Marsch wish to discuss this proposal with the CRA. One specific area of discussion will be the boundaries of such a district – would an existing boundary such as the CRA of the historic district be an appropriate boundary for the new district, or would it be better to create a new boundary? At present there are a number of artists who live on Magnolia, and a relatively small portion of Magnolia is in the CRA..

**FISCAL IMPACT:**

No fiscal impact at this time.

**OTHER OPTIONS:**

At some point the CRA may be asked to endorse a proposed ordinance.

# Interoffice Memorandum

## City of New Smyrna Beach

**To:** Planning and Zoning Board Members

**From:** Gail Henrikson, AICP, Chief Planner – Current Planning **GAM**

**Subject:** Cottage Industry Overlay District

**Date:** January 22, 2010

---

Section 801.06 of the City's *Land Development Regulations* (LDR) contains regulations governing the operation of home-based occupations within the City. A copy of these regulations is attached as **Exhibit A**.

Recently, staff was approached by a resident who proposed that the City consider creating a zoning classification or revise its ordinances in order to allow home-based industries and businesses throughout the City. The primary concern was to allow artists to live and work from their residences and to allow them to have a small retail facility from which to sell their art. The resident also provided information from Humboldt County California, where cottage industry regulations have been adopted (**Exhibit B**). Many of the regulations contained in the Humboldt County ordinance are very similar to the existing home occupation requirements specified in the City's *Land Development Regulations*.

Within Florida, several communities have enacted similar overlay zones or regulations to encourage the use of the arts as an economic stimulus tool. One example is in Bradenton, Florida, where a partnership between the City and the Artists Guild of Manatee, Inc. have established the Village of the Arts (**Exhibit C**). Melbourne, Florida has also rezoned a portion of its historic downtown to create an artist's district (**Exhibit D**). Promoting these types of activities can be used not only as an economic development tool but, also as a way to preserve and rehabilitate historic buildings throughout the City.

New Smyrna Beach currently has two National Register historic districts – one on the Mainland and one on the Beachside (**Exhibit E**). These districts include not only many residential structures but also the historic Canal Street and Flagler Avenue business districts. Before proceeding with a text amendment, staff is presenting the concept to the Planning and Zoning Board, Community Redevelopment Agency Board and the Historic Preservation Commission. In addition to any ideas or concerns these boards may have, staff is particularly interested in receiving feedback on the following questions:

Visioning – Cottage Industry Overlay District  
February 1, 2010

1. Are the current home occupation regulations sufficient or should additional changes or new districts be created to allow increased opportunities for home-based businesses?
2. If changes to the home occupation regulations are desired, should they be applied City-wide or only in the existing National Register historic districts?
3. If a Cottage Industry Overlay District were to be created, should it be limited to artists and businesses that would support an arts district or, should it be open to any type of business?

Please be prepared to address these questions and any other questions, comments or concerns you may have at the February 1, 2010 Planning and Zoning Board meeting.

**801.06 Home Occupations**

- A. A home occupation shall be permitted as an accessory use in all residential districts, provided that:
- (1) such occupation shall be conducted entirely within the dwelling unit used as the residence and shall not occupy more than twenty (20) percent of the cumulative floor area;
  - (2) no persons other than members of the household shall be engaged in such occupation;
  - (3) the use of the dwelling unit for the home occupation shall be clearly incidental and secondary to the use of the dwelling for residential purposes, and such use shall not change the residential character thereof;
  - (4) there shall be no structural additions, enlargements or exterior alterations to the residence or premises, signs, or other visible evidence of such home occupation;
  - (5) no additional and separate entrance incongruent with the residential structural design shall be constructed for the purpose of conducting the home occupation;
  - (6) no advertisement directs consumers to the home or is located at the home;
  - (7) the home occupation shall not generate the visitation by clients, customers, salesmen, suppliers or any other persons to the premises which results in vehicular traffic generation of more than one vehicle at any one time, or of more than a total of twelve vehicles per day; [Ord. No. 53-00]
  - (8) no provision for off-street parking or loading facilities, other than the requirements of the residential district in which the use is located, shall be permitted; no part of a required yard shall be used for such off-street parking or loading purposes; and no additional driveways to serve such home occupation shall be permitted;
  - (9) no equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference outside the dwelling. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises;
  - (10) no home occupation shall interfere with the residential uses of adjoining property;
  - (11) a home occupation shall be required to have a City Occupational License.

[Revised 5/2/01]

## EXHIBIT A (CONT'D)

B. The following types of occupations are allowed to use a residence address for an occupational license. However, no advertising shall direct consumers to the residence and all vehicles used for the business shall be parked inconspicuously on their property:

- (1) Contractors and subcontractors
- (2) Lawn care and maintenance businesses
- (3) Home, office, condominium, business cleaners
- (4) Gardeners and care takers

HUMBOLDT COUNTY PLANNING DIVISION  
COTTAGE INDUSTRIES PERMIT

The Humboldt County code defines a Cottage Industry as an establishment primarily engaged in the on - site production of goods by hand manufacturing which involve only the use of hand tools or which have a limited impact on adjoining development by virtue of either low development densities or more stringent review and standards. Examples of typical low intensity uses include ceramic studios, custom jewelry or small furniture and cabinet manufacturers. Additional uses may be considered where specifically identified in a Community Plan. The following questions will help us determine whether a Cottage Industry Permit may be issued to you. If a Cottage Industry Permit may not be approved, you are encouraged to contact the Planning Division at 268-3729 to discuss with Christian other options that may be available.

- |                          |                          |   |
|--------------------------|--------------------------|---|
| Yes                      | No                       |   |
| <input type="checkbox"/> | <input type="checkbox"/> | (a) Does the cottage industry conform with the development standards in the applicable zoning district? (Setbacks, Lot Coverage, Parking etc.)?   |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Is the dwelling on the site occupied by the owner of the cottage industry?  |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Is the cottage industry occupy less than twenty five percent (25%) or 1,000 square feet (whichever is less) of the floor area of the dwelling or accessory structure in which the cottage industry is located?  |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) The cottage industry shall not produce evidence of its existence in the external appearance of the dwelling or premises, or in the creation of noise, odors, smoke, vibrations or other nuisances to a degree greater than that normal for the neighborhood. Will the Cottage Industry meet this requirement? |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) If there are any structural, electrical or plumbing alterations that are necessary for the cottage industry. Would they be customarily found in dwellings or residential accessory structures?  |
| <input type="checkbox"/> | <input type="checkbox"/> | (f) Are all of the partners or persons employed to conduct the cottage industry residents of the dwelling?  |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) Is all merchandise sold off of the premises?  |
| <input type="checkbox"/> | <input type="checkbox"/> | (h) Are all lights directed on site and shielded to reduce glare to adjacent areas?   |
| <input type="checkbox"/> | <input type="checkbox"/> | (i) Is the Cottage Industry one that does not generate pedestrian or vehicular traffic beyond what is normal in the neighborhood in which it is located?  |
| <input type="checkbox"/> | <input type="checkbox"/> | (j) Is the use one that does not generate any visual or audible interference of radio or television reception?  |
| <input type="checkbox"/> | <input type="checkbox"/> | (k) Are all manufacturing and fabricating areas enclosed in buildings?  |
| <input type="checkbox"/> | <input type="checkbox"/> | (l) Are the hours of operation between 9 am to 5 pm Monday through Friday?  |
| <input type="checkbox"/> | <input type="checkbox"/> | (m) Only one sign is permitted advertising the cottage industry, not exceeding two (2) square feet, that is non-moving, and which has illumination, if any, which is non-flashing. Will the Cottage Industry comply with this condition?  |
| <input type="checkbox"/> | <input type="checkbox"/> | (n) Are your improvements on the property covering less than two (2) acres?   |

EXHIBIT B (CONT'D)

- (o) Have you applied for a regular business license with the Tax Collector?

OVER

**EXHIBIT B (CONT'D)**

If you answered "Yes" to all of the above questions you qualify for a Cottage Industry Permit. If you answered "No" to question(s) c, e, f, g, i, k, l, m, or n; or you are applying as a "Bed and Breakfast" you would qualify for a Cottage Industry Permit upon the succurement of a Special Permit. If you are applying as an "Auto Repair" business you would qualify upon the succurement of a Use Permit. Answering "No" to question(s) a, b, d, h, j, or o; would disqualify you for a Cottage Industry Permit. More information about Special Permits or Use Permits can be obtained from the Community Development Services Department, Planning Division (3015 H Street, Eureka CA 9501-4484).

Please sign and return this form along with a ministerial review fee (currently \$55.00) with your Business License or mail this form and review fee to the Community Development Services Department, Planning Division (3015 H Street, Eureka CA 95501-4484) and we will process your Cottage Industry Permit.

Assessors Parcel Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Name of Business: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Business: \_\_\_\_\_

\_\_\_\_\_

Explanation of "No" answers \_\_\_\_\_ (use additional sheets if necessary)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I have read and answered the questions on both sides of this form and described my business to the best of my ability. I further agree to abide by the conditions for a Cottage Industry Permit as set forth in Section 313-54 et al and 314-45.1 et al of the Humboldt County Code.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Please do not hesitate to call Christian Nielsen at Planning if you have any questions -- 268-3729.  
You can also check us out on the web at [www.co.humboldt.ca.us](http://www.co.humboldt.ca.us)

EXHIBIT C



Located in beautiful  
Bradenton, FL.

Purchase gift  
certificates



About Village of the Arts

The Guild's mission is: *To build a community where artists live and work while enhancing quality of life and creating a harmonious environment.*

The Artists Guild of Manatee, Inc., a 501(c)3 non-profit corporation, was formed in 1999 to establish the Village of the Arts (VOTA) in Bradenton, Florida. The Village is located in the southern portion of downtown Bradenton and consists of approximately 42 acres and 240 existing residential structures. It is bounded on the North by 9th Ave. West (MLK) in downtown Bradenton, on the West by 14th Street West, aka Tamiami Trail a federally designated scenic highway, on the East by 9th St. West (McKechnie Field, winter home of the Pittsburgh Pirates), and on the South by 16th Ave. West.

Bradenton is a city of 53,000 situated 45 miles south of Tampa, FL in the county of Manatee (pop. 323,000) with a median household income of \$49,076, Bradenton is bordered on the south by Sarasota, FL. Sarasota boasts cultural destinations such as Ringling College of Art, New College, and the Ringling Museum of Art. The western boundary of Bradenton is composed of barrier islands that attract a large tourist trade. Information on beaches, resorts, and all Bradenton attractions is available through the Bradenton Area Convention & Visitors Bureau. To the east lies Lakewood Ranch, a vibrant, master-planned community of 7000 acres. Manatee County's population and arts based revenues increase seasonally with the influx of both tourists and "snowbirds" (seasonal residents with a second home in Manatee County).

VOTA currently includes about 35 galleries/studios/businesses, of which approximately half are artist-occupied residences. VOTA includes 2 independent bookstores, 3 cafes/restaurants, several arts-related retail establishments, and the Manatee County Cultural Alliance. All businesses in the VOTA are located in refurbished residential properties, many constructed in the 1920's.

Of the 35 businesses in the VOTA, approximately 20% are full-time ventures, the balance supplement their incomes from an outside source (part or full-time employment). The percentage of full-time ventures has doubled over the last several years, and is expected to rise significantly over the next several years as the VOTA continues to invest in marketing, signage, and cooperative ventures with other local cultural venues. Please visit our "Friends" page.

The dream was to build a community where artists of all disciplines could live, work and prosper together. Fast forward to today -- we're living the dream. Our

Galleries for sale/rent



For sale -- **Empty Lot for Sale**  
1216 12th Street West  
[ Find out more ]



For sale -- **SHORT SALE! \$150,000**  
1006 11th Ave. West  
[ Find out more ]

## EXHIBIT C (CONT'D)

vibrant, colorful artists' colony, the largest in Florida, lies nestled among other homes in this multi-culturally rich neighborhood. Pick out our studios by our distinctive Village of the Arts signage.

For more information, please call 941-747-8056  
or email [villageofthearts@gmail.com](mailto:villageofthearts@gmail.com)

### **Officers:**

President -- Kevin Webb  
Vice President -- Anna D'Aste  
Secretary -- Mark Hegedus  
Treasurer -- Christina Lee

### **Board of Directors:**

Amara Cocilovo  
Kathy Blahna  
Vicki Rollo  
Rochelle Dudley

### **Advisors:**

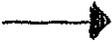
Scott Edwards, CPA  
Jack Hawkins, Attorney

# EXHIBIT C (CONT'D)

Chapter 400

~~D. CONSERVATION DISTRICT. All areas indicated as "Conservation" on the Conservation District Map maintained by the PCD Director, or areas lying at, or below the 2-foot contour line (two feet above mean sea level) shall be subject to the following regulations. The following are prohibited in the Conservation District except when specifically approved by City Council as being of overriding public interest as defined in these LURs:~~

- ~~• Structures, other than docks; boardwalks; and boat ramps.~~
  - ~~• Roadways.~~
  - ~~• Parking areas and other paved surfaces.~~
- ~~1. Development of land which includes more than 200 linear feet of 2-foot contour line shall be approved only through the PDP process (see Subsections 404.A and 202.L) and shall further comply with the following:
 
    - ~~a. The site plan for such projects shall preserve all lands within the Conservation District in compliance with Subsection 301.B.~~
    - ~~b. The 2-foot contour line shall be buffered from upland development by a 35-foot vegetated buffer. The buffer area shall have a maximum slope of 4:1. Vegetation for the buffer shall be approved by the PCD Director. Examples of acceptable vegetation are listed in the Procedures Manual.~~
    - ~~c. Within the PDP, docks, boatramps and boardwalks shall be approved only as common recreation facilities serving the development or open to the public, and shall not be allowed as private facilities with the exception of single family subdivided lots. Such facilities shall be restricted to the minimum needed to serve the development and shall be designed and located in such a manner as to minimize damage to valuable plant communities and habitat. Such areas shall include, but are not limited to seagrass beds, mangrove stands, marsh grass and other coastal wetlands, and shellfish beds (see Subsection 301.B).~~~~
  - ~~2. Removal of vegetation, dredge and fill operations, and earthmoving adjacent to any coastal high hazard line shall be further governed by Subsection 301.B.~~



E. VILLAGE OF THE ARTS OVERLAY DISTRICT (VAOD). The purpose of the VAOD is to encourage a desired mix of appropriate home occupation and home business uses oriented toward, or supporting a visual or cultural arts theme while maintaining the residential character of the underlying residential neighborhoods. Any proposed home occupation or home business use related and contributing directly to an arts theme, as determined by the PCD Director, unless indicated otherwise, may be approved administratively by the PCD Director if the proposed use meets and complies with the minimum standards contained in this subsection. The PCD Director may consult with residents and business owners in the VAOD to make such a determination. Additional standards may be required for approval, depending on the type of home occupation or home business proposed.

USE	APPROVAL PROCEDURE	
	Administrative	Special Use
PROFESSIONAL: accountant, attorney, consultant, mortgage broker, psychologist, etc.		X
ARTISTIC: Fine arts and crafts creation and sales, (e.g. painting, sculpture, photography, design, handicrafts, gallery)	X	

continued

## EXHIBIT C (CONT'D)

Chapter 400

USE	APPROVAL PROCEDURE	
	Administrative	Special Use
EATING/DRINKING ESTABLISHMENT: Café, coffee shop, bakery.	X*	
OTHER USES:		
Other similar non-intensive, low traffic generating non-residential uses	*	*
Day Care		X
Public Event		X

\*Use permission to be determined by PCD Director. Additional standards and review requirements may apply.

1. **Live/Work.** The proprietor of the home occupation or home business use may live on the premises approved for the use, with the exception of eating/drinking establishments. No more than three employees, including the proprietor and family members, whether full or part time, shall work on the premises at one time, except during special events, whereby one additional employee may be permitted. The proprietor of the home occupation or home business use shall be considered an employee of that home occupation or home business.
2. **Parking.** Sufficient parking shall be determined by the PCD Director on a case-by-case basis. A blend of available parking standards shall be used in evaluating parking needs for each proposal. Applicants for each proposed use are required to submit a detailed parking plan, in order to facilitate approval. Paved parking is typically required, however, other materials may be permitted depending on the suitability of the overall parking design and landscaping, and compatibility with surrounding properties and the VAOD theme in general. In all cases, extensive landscaping may be required to mitigate the impacts of excessive parking in residential neighborhoods.
3. **Signage.** Not including District Theme Signage, a home occupation may have one window or hanging façade sign, or ground sign not to exceed six square feet in area. A home business use may have one hanging façade sign not to exceed six square feet in area, or ground sign not to exceed 12 square feet in area. Ground signs must be low profile with a maximum height of 72", including structural components. All signage must be approved by the PCD Director, and be compatible with the VAOD theme.
4. **Storage.** Outdoor storage is generally prohibited, however, temporary display and limited activities pertinent to the home occupation or home business that contribute to the character of the VAOD may be approved by the PCD Director.
5. **Special Events.** Special events may be permitted with City Council approval, within a specifically identified area of the VAOD, of no more than three days in duration, if adequate provisions are made to reasonably limit or mitigate any adverse impacts resulting from noise, lighting, vehicular traffic, vehicular parking, pedestrian traffic, solid waste collection and other such matters and effects as may be expected from the occurrence of such special events.
6. **Accessory Dwelling Units.** It is the policy and intent of the City of Bradenton to promote and encourage the creation of legal accessory dwelling units for existing single-family homes in a manner that enhances the character of the Village of the Arts, provides additional income to artists, and helps residents meet their housing needs.

## EXHIBIT C (CONT'D)

### Chapter 400

- a. **Approval Process.** One accessory dwelling unit is permitted per eligible lot, provided the Development Review Manager first approves the proposed accessory dwelling unit and a standard building permit is issued.
- b. **Permit Renewal.** A Certificate of Occupancy issued for an accessory dwelling unit shall expire if the accessory dwelling unit is found in violation by the City of Bradenton Code Enforcement Board or other code enforcement entity. Once an affidavit of compliance is issued by the City of Bradenton Code Enforcement Division or other code enforcement entity and imposed fines are paid to the City of Bradenton, the owner may reapply for a Certificate of Occupancy.
- c. **Lot Standards.**
  - i. The lot proposed for an accessory dwelling unit shall contain an existing single-family dwelling unit.
  - ii. The lot must meet or exceed the minimum dimensional and area standards set forth in Schedule 402. B.1. for the R-3B District for one dwelling unit to be eligible for an accessory dwelling unit.
  - iii. The accessory dwelling unit shall have a minimum side yard setback of ten (10) feet and a minimum rear yard setback of five (5) feet.
  - iv. No more than 70 percent of the lot may be impervious.
- d. **Occupancy Standards.** A lot containing an accessory dwelling unit shall be occupied by the owner of the premises, and the owner may live in either the accessory dwelling unit or the principal dwelling unit. Within 30 days of securing approval for construction of an accessory dwelling unit, the owner shall record against the deed of the subject property, a deed restriction running in favor of the municipality limiting occupancy of either the principal dwelling unit or the accessory dwelling unit to the owner of the property. Proof that such a restriction has been recorded shall be provided to the PCD Director prior to the issuance of a certificate of occupancy permit for the accessory dwelling unit.
- e. **Accessory Dwelling Unit Building Standards.**
  - i. Accessory dwelling units must be permanent structures that reflect the architectural style and character of the principal dwelling unit.
  - ii. No entrance for an accessory dwelling unit shall be permitted on, or, from the front of a principal dwelling unit; the accessory dwelling unit's primary entrance shall not be visible from the street view of the principal dwelling; and the accessory dwelling unit's stairways may not be constructed on the front or side of a principal dwelling unit.
  - iii. The building height of an accessory structure containing an accessory dwelling unit shall not exceed 22 feet in elevation.
  - iv. The orientation of the proposed accessory dwelling unit shall, to the maximum extent practical, maintain the privacy of residents in adjoining dwellings as determined by the physical characteristics surrounding the accessory dwelling unit, including landscape screening, fencing, and window and door placement.
  - v. In no case shall the gross floor area of an accessory dwelling unit exceed eighty (80) percent of gross floor area of the principal dwelling or 1,000 square feet.

# EXHIBIT C (CONT'D)

Chapter 400

- vi. The accessory dwelling unit shall not contain more than one bedroom.
  - vii. The accessory dwelling unit shall not be intended for sale and may be rented.
  - a. Parking. At least one off-street parking space must be provided in the side or rear yard setback per accessory dwelling unit subject to approval by the Public Works Department.
  - b. Public Health.
    - i. Applicants must supply the Development Review Manager with certification by the Public Works Department that the water supply and sewage disposal facilities are adequate for the projected number of residents.
    - ii. Only one electrical and one water meter shall be allowed to serve the principal dwelling unit and the accessory dwelling unit.
  - c. Public Safety. Applicants must supply the Development Review Manager with certification by the City of Bradenton Fire Department that the proposed accessory dwelling unit will comply with the Florida Fire Prevention Code.
7. Artisan Workshop/Gallery. An artisan workshop/gallery is a permitted use within an accessory structure on a single-family lot with or without an accessory dwelling unit and is subject to standards set forth in Schedule 402.B.1. for accessory buildings and structures. No more than one principal dwelling unit and two accessory buildings are permitted per lot. The artisan workshop may be incorporated into an accessory dwelling unit as an artist studio. The gross floor area of the artisan workshop shall not exceed 400 square feet. High hazard uses, as identified in the Florida Fire Prevention Code, are prohibited. The artisan workshop/gallery shall not be leased, sold, or used for commercial or educational purposes. It is intended for the owner or resident of the premises to prepare individually crafted artwork as defined in Chapter 600.
- F. ~~URBAN CENTRAL BUSINESS DISTRICT OVERLAY. The Urban Central Business District Overlay is the largest, most intensively developed, mixed-use area within the City. Most uses are appropriate in the district, including retail, government offices, service, professional, cultural, entertainment establishments, residences, hotels/ motels, and transportation facilities. Open space and passive recreational facilities are also appropriate providing they do not adversely infringe on other uses or diminish traditional retail, office, cultural, and entertainment functions.~~
- G. ~~ANTIQUES DISTRICT OVERLAY (ADO). The purpose of the ADO is to encourage appropriate home occupation and home business uses oriented toward, or supporting an antique collectibles theme with an underlying environment of historic and artistic themes contributing to a desirable mixed-use character. Any proposed home occupation or home business use related and contributing directly to an antiques-oriented theme, as determined by the PCD Director, unless indicated otherwise, may be approved administratively by the PCD Director if the proposed use meets and complies with the minimum standards contained in this subsection. The PCD Director may consult with residents and business owners in the ADO to make such a determination. Additional standards may be required for approval, depending on the type of home occupation or home business proposed.~~

USE	APPROVAL PROCEDURE	
	Administrative	Special Use

# FLORIDA TODAY

## Arts in bloom

### Turning old Eau Gallie into artists' colony gets boost

**P**iece by piece, the campaign to turn downtown Eau Gallie's historic district into an artists' colony is moving ahead with the growing potential for it to become a real plus for Brevard County.

More action came last week when the Brevard Cultural Alliance purchased an aging motel-turned-apartment complex that it will turn into its headquarters and live-and-work studios for artists.

Arts activists are calling it a huge step forward, saying it will draw more attention and energy to the area and continue building support for the project.

We've strongly backed the artists' colony idea since its inception several years ago because of possibilities to create new jobs and businesses, attract locals and tourists and generate tax revenue.

With buildings dating to the 1920s, antique shops and proximity to the Indian River Lagoon, it could become the next Cocoa Village or historic downtown Melbourne and blossom into a rejuvenation magnet.

The artists' colony, approved by Melbourne City Council in 2007, is a perfect fit, and the concept can do for Eau Gallie what it has done in two other Florida cities.

One is near downtown Sarasota, where more than 40 studios, galleries and restaurants thrive in the live oak-draped Towels Court artists' colony. The other is Bradenton, where a decade ago, artisans turned a blighted part of town into a vibrant rehabilitated area called the Village of the Arts.

Proponents are working on multiple fronts, including the partnership announced earlier this year between the Brevard Cultural Alliance and the Economic Development Commission of Florida's Space Coast.

Studies have shown that business growth and a thriving cultural scene are linked, with EDC officials saying more businesses come to communities where there is support for the arts.

That's why tax dollars the BCA spends to promote cultural events — which come mostly

from bed taxes paid by visitors who stay in local hotels — are well spent, generating an estimated return of \$27 for each buck spent on marketing, according to BCA officials.

Construction on the BCA's new half-acre "village" in Eau Gallie could take three to six months after which the nonprofit group will be ready for business.

"We are absolutely ecstatic," said Eau Gallie Arts District director Mary Wallis. "This is just another step towards the revitalization of the arts district. We're starting to see it all happen."

Yes we are, and it's why the effort deserves the community's support.



September 2008 FLORIDA TODAY file

**Artistic flair.** Alexandra Crooks of the Space Coast Ballet performs during the 2008 Fall for the Arts Premiere Party in Eau Gallie.



## EXHIBIT D (CONT'D)

# about egad!

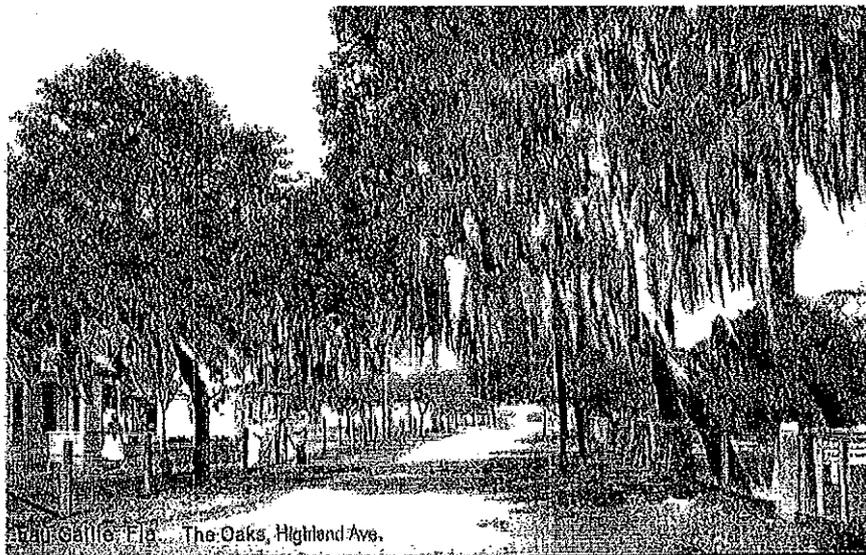
The Eau Gallie Arts District (EGAD) is the arts district of the city of Melbourne. The district includes the Brevard Art Museum, Brevard county's only museum dedicated to the visual arts. The administrative offices of the Brevard Symphony Orchestra are located within the Eau Gallie Arts District. Other cultural venues include a riverfront library, public parks, band-shell, fishing pier, and a civic center.

The Eau Gallie Arts District contains art galleries, an art supply store, artist studios, a B&B, as well many small merchants and restaurants.

The City of Melbourne has re-zoned a residential area within EGAD so that artist may establish studios within their homes, providing a special enclave for working artists.

EGAD is host to several ongoing events. The 1st Friday evening of every month is both Jazz Night within the galleries of the Brevard Art Museum and gallery-walk for all of the art galleries and art studios. Every Saturday morning there is a farmer's market in the Eau Gallie Square. The last weekend before Thanksgiving is ArtWorks in EGAD. This is a weekend-long street art festival in which each exhibiting artist must also demonstrate their art-making technique.

# eau gallie history



Olde Eau Gallie

The Eau Gallie Arts District (EGAD) is the arts district of Melbourne, Florida. Melbourne is located half an hour south of Cape Canaveral and an hour east of Orlando, on the Atlantic coast of Florida.

The Eau Gallie Arts District gets its name from the city that was once located in the area. Until the 1960's there were two

distinct cities situated on the western end of the two causeways crossing the Indian River Lagoon. The southern city was Melbourne, and the northern city was Eau Gallie. Eau Gallie is french for "rocky water"; the city's founders were from Eau Claire, Wisconsin and liked french names.

In 1969, the two cities merged, taking Melbourne as the name for the unified municipality. However, the original downtown area of Eau Gallie has continued to be referred to by the old city name.

EGAD is the cultural center of Melbourne. It is home to museums, galleries, studios, a bed & breakfast, and an array of shops and restaurants.

**EXHIBIT D (CONT'D)****Sec. 3. Overlay zone regulations.****(A) Eau Gallie art overlay zone.**

(1) *General.* The intent of this subsection is to identify twenty-one (21) square blocks of existing residential housing as an area that supports a live/work environment for artists, limited office, and low intensity commercial uses while maintaining the residential character of the neighborhood. The zone shall promote a scale of development conducive to pedestrian activity and encourage the use of consistent sidewalks, landscaping and business signage. Utilizing the existing scale of structures, new structures and buildings will provide the opportunity to create a focus for revitalization and promotion of the historical, cultural and artistic environment.

(2) *Applicability.* This section shall apply to property located west of Pineapple Avenue, east of Avocado Avenue, north of Creel Street and south of McClendon Street; and the properties located along the west side of Avocado Avenue south of Law Street and north of Creel Street; and the properties located along the east side of Guava Avenue north of McClendon Street and south of Mathers Street.

Overlay regulations only apply to properties with a mixed use Commercial/Low Density Residential future land use classification and C-1 (Neighborhood Commercial) zoning.

**(3) Overlay regulations.****(a) Permitted uses.**

1. Bed and breakfast.
2. Dwellings, accessory (see Article VII, Sec. 2(C)).
3. Dwellings, multi-family (see Article VI, Sec. 1(I)).
4. Dwellings, single-family (see Article VI, Sec. 1(I)).
5. Dwellings, two-family/duplex (see Article VI, Sec. 1(I)).
6. Office (professional/business only).
7. Parking facilities as a principal use.
8. Restaurant, thirty (30) seats or less.
9. Retail.
10. Schools, non-academic including performing arts and music lessons.
11. Studio, art.

**(b) Conditional uses permissible by the city council.**

1. Restaurants, thirty-one (31) to fifty (50) seats.
2. Church, convent or parish house, thirty (30) seats or less.
3. Public utility service facilities.

**(c) Prohibited uses.**

1. Assisted living facilities.
2. Bars (see Article VI, Sec. 2(L)).
3. Brewpub.
4. Child care facilities.
5. Clubs and lodges.
6. Community center building.
7. Domestic violence shelter.
8. Financial institution.
9. Group home facilities.
10. Hospitals.
11. Hotel, motels.
12. Laboratories (research, medical and dental) and clinics.
13. Marinas.
14. Mini storage.
15. Nursing and convalescent homes.
16. Office, medical and dental.
17. Public use.
18. Recreational indoor

**EXHIBIT D (CONT'D)**

10. Recreation, museum.

19. Restaurants over fifty (50) seats.

20. Service, business.

21. Service, personal.

22. Veterinary clinic/hospital.

(d) *Maximum height permitted.*

Forty (40) feet; requests for additional height will not be considered.

(e) *Property setbacks.*

1. Front--Twenty (20);

2. Side corner--Twenty (20);

3. Side--Zero (0)\* (7 1/2);

4. Rear--Twenty (20)\* (25);

5. Alley--Twenty (20).

\*When abutting single-family residential uses, R-2 setbacks shall be used.

(f) *Parking requirements.*

1. A change in use from residential to the following non-residential uses shall not be subject to additional parking requirements if the building footprint remains the same and on-street parking or public parking lots are available within five hundred-foot in an appropriate area, as determined by the planning and economic development director and the city engineer:

(i) Restaurants with up to ten (10) seats;

(ii) Schools with a single instructor and no more than five (5) students;

(iii) Retail uses of one thousand (1,000) square feet or less; and/or

(iv) Bed and breakfast up to three (3) rooms.

2. Parking in the overlay zone will be monitored over time as properties change to non-residential uses to assess the need for amendment to the parking requirements, and the need for additional on-street parking, including angled spaces.

(g) *Signage requirements for the art overlay zone* are subject to the city's sign regulations, and are further regulated as follows:

1. *Permitted signs:*

(i) One (1) detached sign and one (1) wall "mural" sign, per property.

2. *Prohibited signs:*

(i) Wall signs with the exception of wall "mural" signs as per the downtown Melbourne and Olde Eau Galle District Architectural Guidelines;

(ii) Window signs:

a) Neon signs.

b) Reader boards.

c) Flashing and internally lit signs.

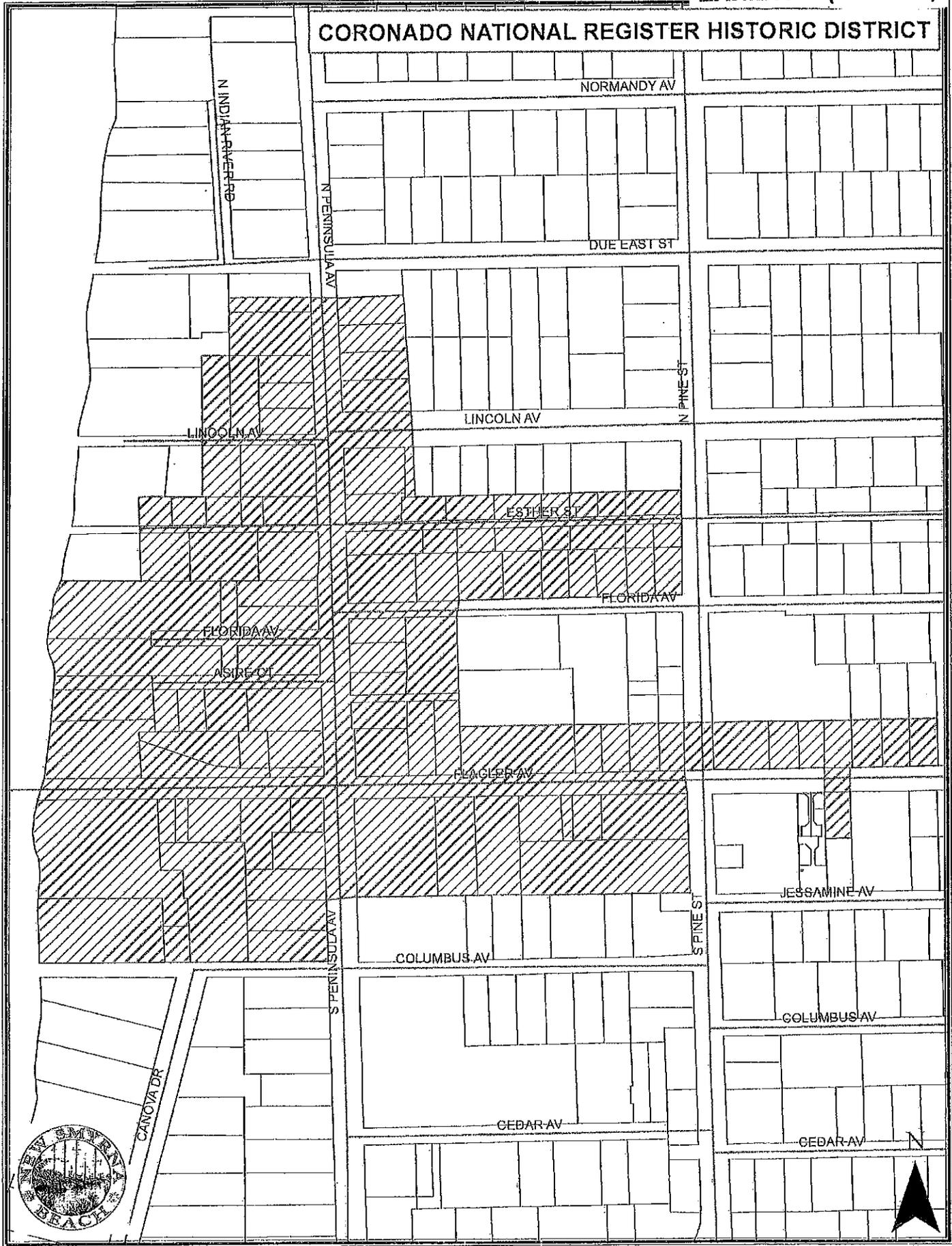
(iii) Additional signage or increased sign area is prohibited.

(iv) Detached signs must also comply with the Downtown Melbourne and Olde Eau Galle District Architectural Guidelines as amended from time to time

(Ord. No. 2007-92, § 2, 11-27-07)

MAINLAND NATIONAL REGISTER HISTORIC DISTRICT





# ***OLD BUSINESS***

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

SUBJECT: CRA PLAN UPDATE

AUTHORIZED BY: Tony Otte

CONTACT: Tony Otte

AGENDA DATE: February 3, 2010

REGULAR x CONSENT

**MOTION/RECOMMENDATION:**

Approval

---

**BACKGROUND:**

The lengthy process of revising the CRA Plan is now nearing completion. The first phase of the update was distributed last Friday (January 22) and staff anticipates that the balance of the plan update will be submitted and distributed on Friday, January 29. Staff anticipates that Pete Sechler will attend the meeting to present the final product.

The plan update represents the activities and tasks for the CRA from the present until the termination of the CRA in 2015. The centerpiece of the plan is the list of projects that were assembled and prioritized in joint session by the CRA and the City Commission. There may be more minor or specific amendments that the CRA wishes to make to the plan as the termination date draws closer and projects on the list are completed, hopefully at a cost less than originally anticipated.

The plan also includes a number of suggestions that are not on the specific project list that deserve further discussion – such as the “preliminary ideas” listed in the “Seven Themes” section of the report.

**FISCAL IMPACT:**

Adoption of the plan update includes the list of projects on page 11 with an estimated total cost of \$21,100,000. With \$12, 217,423 in funding remaining, there is a funding gap of \$8,882,577. CRA staff will need to identify options for addressing the funding gap (such as other funding sources including grants, and reallocating funds that are saved from projects completed at a less than anticipated cost).

**OTHER OPTIONS:**

Do not approve the plan update and recommend that changes be made.

# **GLATTING JACKSON KERCHER ANGLIN**

## **MEMORANDUM**

**DATE:** January 28, 2010  
**TO:** Tony Otte, Interim CRA Director  
**FROM:** Pete Sechler, Joel West  
**RE:** New Smyrna Beach CRA Master Plan – Draft Report Appendix  
GJ Project# 21267.00

---

The process and recommendations of the CRA Master Plan Update developed with CRA Board and staff, City Commission and staff, and residents and business owners have been documented into a draft report for distribution to the CRA Board. In anticipation of the CRA Board meeting on Wednesday, February 3<sup>rd</sup>, we have provided CRA staff with twelve (12) copies of the draft report and the RMPK Strategic Funding Plan. These items have not been reviewed previously by the CRA Board.

This memorandum details the individual reports, memorandum, presentations, and other materials produced over the 9 month Master Plan Update process. All of this information has been presented or distributed to the CRA Board throughout the process. After Glattling Jackson/AECOM has received CRA Board comment on the draft report, these additional work products will form the appendices for the final report. The final report will include any necessary adjustments determined by the CRA Board and is anticipated to be completed within one week of the February 3<sup>rd</sup> CRA Board meeting (depending on the magnitude of the adjustments).

A listing of the documentation to be included in the final report appendix is provided below.

### HARD COPY

- Urban Analysis Mapping Series
- Citizen-base Themes Memorandum
- Issues & Opportunities Summary Memorandum
- Gibbs Planning Group Retailing Analysis
- RCL Co Market Analysis
- Parking Technical Report
- Arts District Memorandum
- CRA Incentives Memorandum
- City Commission/CRA Board Workshop Presentation
- Regulatory Structure Memorandum
- Design and Implementation Workshop Presentation
- Project Prioritization Memorandum
- RMPK Strategic Funding Plan

### CD-ROM

- HARD COPY files listed above
- All PowerPoint presentations
- CRA/City Commission Video

# New Smyrna Beach

CRA Master Plan Update

Project Report | January 2010





AECOM  
150 N. Orange Ave.  
Suite 200  
Orlando, FL 32801  
www.aecom.com

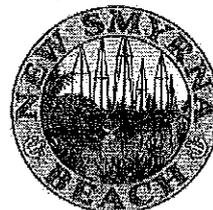
407 843 6552 tel  
407 839 1789 fax

# New Smyrna Beach

## CRA Master Plan Update

Project Report | January 2010

Prepared for:



COMMUNITY  
REDEVELOPMENT  
AGENCY

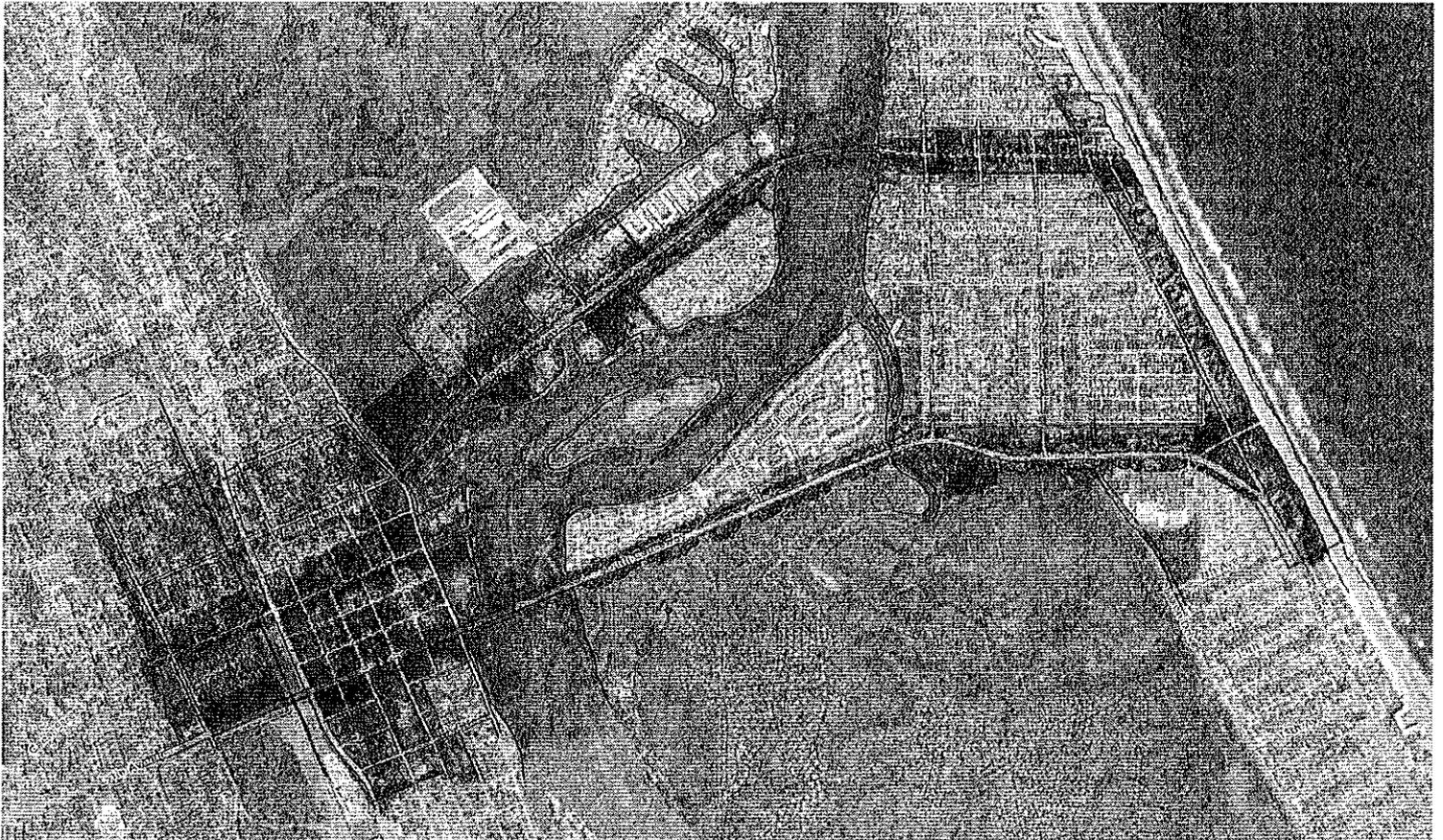


## Contents

01	Executive Summary and Project Overview	6
02	Citizen Driven Process	12
03	Market Review	22
04	Synthesis	38
05	Frameworks for the Future	44

# 01

## Executive Summary and Project Overview



The Master Plan identified a wide range of recommendations that included Capital Improvements, Policy/Partnership, Investment Facilitation and Marketing.

## Executive Summary

The downtown New Smyrna Beach CRA covers a historic, cultural and social landscape that provides a rich character and sense of place for the entire east Volusia region, and is well known throughout Florida and the Eastern seaboard of the United States.

Working collaboratively, the CRA Board and staff, City Commission and staff, business community and local residents participated in a 9 month process to identify issues and strategies which will drive public and private investment in the CRA area over the next five years. The process is a guided discussion designed to focus numerous points of Input, into Themes that can relate strategic Frameworks which will ultimately drive a prioritized Action list. For the New Smyrna Beach CRA, the Strategic Frameworks are critically important as they will guide both current and future initiatives:

- **Strengthen the Neighborhoods**
- **Support the Main Streets**
- **Create a Healthcare District**
- **Broaden the Tourism Market**
- **Enhance the Green and Blue Infrastructure**
- **Connect the Community**

Regarding action plan initiatives, the most significant 'new idea' coming out of the Master Plan process is simply the recognition that bricks and mortar public infrastructure investments alone are not enough to facilitate redevelopment – particularly in a challenging and competitive environment. 'Build it and they will come' is often misrepresented as an end to itself. Updated public infrastructure, while very important, often serves only to 'set the table' – creating a desirable address for investment. There are critically important additional steps to actually leverage the investment and create activity.

Successful redevelopment authorities take an active role in bringing 'Feet to the Street', creating positive energy while directly facilitating investment through engagement and collaboration with private interests. Two separate market analyses of this area indicated untapped retail purchasing power and residential investment opportunity. However, both studies identified barriers and challenges associated with realizing these opportunities. The New Smyrna Beach CRA (in collaboration with the City, Utility Commission, Volusia County and Bert Fish Medical Center) can and should take a dynamic role in leading these efforts within a productive and partnering environment.

Therefore, using the Frameworks as an organizing element, the Master Plan identified a wide range of recommendations that included Capital Improvements, Policy/Partnership, Investment Facilitation and Marketing. These ideas were organized into an Action List which was evaluated and ranked in two joint City Commission / CRA Board work sessions. The Action List comprises priority initiatives fitting within the projected 5 year CRA budget as well as other important activities which could be pursued should additional funding or future years come into consideration.

Through the planning process, New Smyrna Beach's elected officials, staff, citizens and stakeholders have provided leadership regarding the important role of the CRA within the City – and recognized the importance of partnerships, including Volusia County and the Bert Fish Hospital who are critical funding and strategic partners. A continued open minded and guided approach to leadership and project facilitation will be paramount for the recommendations of the CRA Master Plan Update to effectively leverage public policy and investment into new forms of economic development, investment and activity. Given this direction, the future of New Smyrna Beach is very bright.

### Project Purpose

The City of New Smyrna Beach Community Redevelopment Agency (CRA) commissioned Glatting Jackson Kercher Anglin / AECOM to prepare a master plan update and implementation strategy for the New Smyrna Beach CRA area. The Glatting Jackson / AECOM design team included land use planners, landscape architects, transportation designers, and urban designers. In addition to the internal Glatting team, Robert Charles Lesser & Co. (RCLCO), Gibbs Planning Group, and RMPK, Inc. have provided market, retailing, and funding evaluations, respectively.

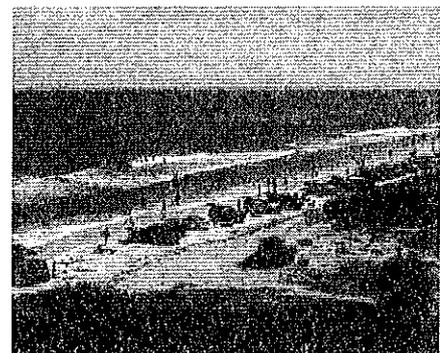
The work was given particular focus towards identifying economic development opportunities, public projects and policy initiatives which can maintain and enhance the existing character of place by directly benefitting the local business community, adjacent residential and regional desirability. The plan puts in motion a number of ideas which would be both feasible today and relevant beyond the May 9, 2015 sunset date, given the CRA maintains discussions with Volusia County and Bert Fish Medical Center to evaluate the mutual benefits of renewing the CRA designation.

### CRA Background

The City of New Smyrna Beach, Florida, is a coastal community in eastern Volusia County, located south of Daytona Beach and north of Titusville. New Smyrna Beach has a population of over 22,000 residents but also serves as a destination point for countless visitors throughout the year, who come to enjoy the area's beaches as well as the historic downtown areas. The character of the community is best represented by the City's slogan "Catch the Charm." The goal of the City is to "enhance" the charm while making strategic and timely public improvements within the various business districts.

The New Smyrna Beach Community Redevelopment Area was created in 1985 to provide for the revitalization of the downtown areas, including Canal Street on the mainland and Flagler Avenue on the beachside. The original Redevelopment Plan was updated in 1995 to evaluate its goals, objectives and direction, and to update the capital improvements schedule and management plan. Since that time, a number of projects have been successfully implemented, including the Canal Street and Flagler Avenue Streetscapes, City Marina, Flagler Avenue Boardwalk, and various parks and parking facilities.

Today, the CRA is focused on translating those investments into new economic activity while continuing to accomplish strategic public enhancements. This 'translation' objective has driven a focus on partnerships and collaboration which can result in new CRA initiatives to partner with local business and private development.



## Guiding Vision Statements

As part of the CRA Master Plan Update, the team worked with participants to develop some guiding language to assist in providing focus for efforts during the project. These statements help to maintain the focus of all the public input, technical data and brainstorming ideas concerning the CRA's "reason for being". These statements were fluid and evolved as the project progressed.

### **Project CRA Mission Statement:**

To Maintain and Enhance the Retail and Service Centers that are the Character amenity for the entire City and surrounding region.

### **Project CRA Strategy:**

To identify and Implement Public Investments or Policy that will induce quality private investment response in order to reach the desired character and economic potential of the area.

### **Project Regional Benefit:**

To perpetuate the long term viability of cultural and economic resources for the purposes of permanent and temporary residents, and to make environmentally responsible use of existing infrastructure and natural assets.

## Community Vision

In any comprehensive and inclusive process, the input and opinions collected are numerous and wide ranging. Often, one issue is linked to another and there is a significant challenge to discuss about the specific parts in a way that reconciles relationships and connects to the whole. This process used several organizational systems to group issues into broad subject matter that could be discussed holistically, while making reference where appropriate to detail issues.

During the Issues and Opportunities portion of the work where large amounts of input was taken, the project steering committee and planning team established several "Citizen-based Themes" that provided the template for subsequent Strategic Frameworks and recommended Actions. The Themes and associated input are more fully detailed in Section 2 Citizen Driven Process.

**Neighborhood Character** – Desire to keep the small beach town scale, quiet streets, mix of housing types, and integration of arts and cultural community.

**Five Main Streets** (West Canal/East Canal, Flagler Ave., US1-Dixie Hwy, 3rd Avenue) – Each has its own role as a retailing and service venue that facilitates economic activity within some context of community activity, pedestrian bicycle activity and the movement of vehicles. The presence of locally owned businesses is very important to the unique feel of New Smyrna Beach.

**Bert Fish Hospital** – The Hospital is an important community service and employment base that should be supported in its future growth plans and actively engaged by the community.

**Hospitality** – "High Quality" beach town character hospitality uses need to be expanded to provide accommodations for visitors and enhance the success of the retail businesses and recreational opportunities, while respecting adjacent residential neighborhoods.

**Public Open Space and Cultural Venues** – Existing open space and recreational facilities are popular, but need to be reinvested in and enhanced. The City lacks a significant event space for the performing arts, large events (weddings graduations) and could likely support more activity based on its Arts Community.

**Redevelopment/Reinvestment** – Significant redevelopment and reinvestment opportunities exist, but the approval process is difficult, unclear and time consuming. A general lack of cooperation by the governing entities leads many developers to look elsewhere (suburbs or other cities).

## Frameworks for Change

Building on the Themes, the master plan organized several Strategic Frameworks to form the structure for new ideas. The many implementation ideas (Actions) were comprised of specific Capital Improvements, Policy & Partnerships, Investment Facilitation, and Marketing & Promotion initiatives –aligned to one or more of the Frameworks, often with multiple benefits to the community. (The magnitude of these benefits in support of the Frameworks provided a significant part of the rationale for the subsequent project prioritization list). The Strategic Frameworks are more fully detailed in Section 5 –Frameworks for the Future.

**Strengthen the Neighborhoods** – Initiatives include; street infrastructure and corridor enhancement projects, design standards, workforce housing, code enforcement, infusion of the Arts, and investment grants

**Support the Main Streets** – Initiatives include; additional parking capacity, streetscapes, retailing ‘best practices’, comprehensive wayfinding and signage, key parcel redevelopment, incentive programs, a Main Street Coordinator, outreach to Bert Fish Medical Center, marketing and promotion, and targeted business recruitment.

**Create a Healthcare District** – Initiatives include; pedestrian enhancements, parking, stronger partnership with the hospital, incentives for residential and medical office development, and marketing.

**Broaden the Tourism Market** – Initiatives include; branding “The Loop”, additional parking, wayfinding, gateway enhancements, strategic hotel development, incentives, and outreach.

**Enhance the Green and Blue Infrastructure** – Initiatives include; Seawall and boardwalk park enhancements, streetscapes, drainage solutions, parking fees, enhanced maintenance, public access to the water, and promotion of events.

**Connect the Community** – Initiatives include; wayfinding, sidewalk and bike lane enhancements, reconfiguration of the Canal Street and SR 44 split, West Side enhancements, and alternative transportation modes.

## Action / Priorities Matrix

The compilation of projects recommended by the Glatting Jackson / AECOM team was assembled as a list of implementation initiative recommendations for consideration in capital improvement planning and budgeting. The list composes a “menu” of projects and an initial budgeting framework which is foreseen as a precursor to further detailed design and planning.

The Action / Priorities Matrix provided on the following page is predicated on all of the citizen driven input and collaborative work sessions with the CRA Board and City Commission. This project listing was prioritized based upon the projects feasibility, redevelopment impact, and benefit to multiple Strategic Frameworks. These prioritized projects were matched with the anticipated future budget projections for the remaining life of the CRA

RANK	CRA PROJECT	SCORE	COST	JOINT MTG. PRIORITY 11.17	COMMENTS
1	Development Assistance & Incentives <sup>1</sup>	16.29	\$2,500,000	A	Programs and Funding amount TBD by CRA Board
2	Policy & Partnership Funding <sup>3</sup>	15.33	\$750,000	A	Programs and Funding amount TBD by CRA Board
3	Marketing & Promotion Funding <sup>2</sup>	14.17	\$750,000	A	Programs and Funding amount TBD by CRA Board
4	Flagler Avenue Boardwalk	12.84	\$2,000,000	A	Possible reduced budget / grant opportunities
5	Signage / Wayfinding	11.52	\$500,000	A	
6	Cormeth Parking	10.38	\$200,000	A	
7	Washington Street Business District	10.10	\$300,000	A	Grant Opportunities
8	Washington Street Improvements	9.79	\$2,000,000	A	Grant Opportunities
9	North Atlantic Avenue Improvements	9.13	\$150,000	A	Tied to Esther Street Park
10	Esther Street Park	7.43	\$1,200,000	A	Tied to North Atlantic Imps. Legal Requirement
11	Medical Services District Improvements	11.52	\$1,000,000	A	
<b>Priority A Subtotal</b>			<b>\$11,350,000</b>		
12	Flagler Avenue Parking	11.43	\$1,000,000	B	Other projects add spaces / less \$? / lower priority?
13	North Causeway Improvements	10.67	\$700,000	B	
14	Gateway Landscaping & Beautification	9.81	\$250,000	B	
15	SR44 Crossing Treatments (6)	8.63	\$750,000	B	
16	Medical District Parking	8.56	\$1,000,000	B	
17	Riverside Park Seawall / Lighting	8.24	\$400,000	B	
18	Streetscape Canal Neighborhoods	8.13	\$1,000,000	B	less \$? / included in Development Assistance?
19	Canal Street Parking	7.44	\$1,500,000	B	
20	Myrtle Avenue Infrastructure Project	6.27	\$500,000	B	
<b>Priority B Subtotal</b>			<b>\$7,100,000</b>		
21	SR44 & West Canal Street Gateway	11.00	\$500,000	C	City Led?
22	Transit Subsidy	9.35	\$100,000	C	
23	Marina / Boardwalk Expansion	8.81	\$200,000	C	
24	3rd Avenue Streetscape	8.40	\$500,000	C	
25	Water Taxi Subsidy	6.29	\$100,000	C	City Commission will not support
26	3rd Avenue Gateway	6.03	\$500,000	C	
27	Mainland Splash Park	5.89	\$100,000	C	CDBG Funds?
28	Myrtle Avenue Traffic Calming	5.59	\$150,000	C	No mini-circles?
29	Canal Street Underground	5.57	\$500,000	C	
30	Julia Street Project	n/a	n/a	C	Added per Lynn Plaskett
<b>Priority C Subtotal</b>			<b>\$2,650,000</b>		
<b>TOTAL ESTIMATED COST</b> .....			<b>\$21,100,000</b>		
<b>REMAINING AVAILABLE FUNDS</b> .....			<b>\$12,217,423</b>		
<b>DIFFERENCE</b> .....			<b>\$8,882,577</b>		

# 02

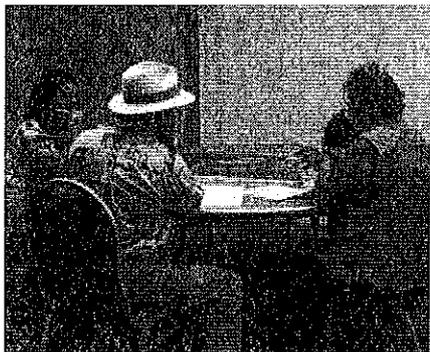
## Citizen Driven Process

The CRA assembled a steering committee consisting of community leaders and constituents actively engaged in the current issues. The committee included business owners, downtown residents, developers, professionals, and local institutions.



### Process

The goal of the New Smyrna Beach CRA Master Plan Update was to prepare a shared community vision which embraced both the specific concerns of the local residents and more broad contemporary urban design principles. Glatting Jackson / AECOM assimilated community input, technical design evaluation, and shared principles of urban design to produce an implementable working master plan. The approach was to facilitate an iterative process that progressively funnels many points of **Input**, into **Themes** that can relate strategic **Frameworks** which will ultimately drive a prioritized **Action** list.



### Technical Evaluation

In the initial stages of the project, the Glatting Jackson Team studied physical aspects of the CRA and the adjacent areas. The Team took inventory of existing information provided by the City, provided an analysis of the existing conditions, and prepared a Findings Technical Memorandum which is attached as an appendix to this report.

### Community Involvement

The CRA assembled a steering committee consisting of community leaders and constituents actively engaged in the current issues. The committee included business owners, downtown residents, developers, professionals, and local institutions. The steering committee established the basic themes under which Glatting Jackson engaged the overall community in several public meetings. Specific input and collaboration steps included:

- One on One interviews with a number of areas stakeholders, including each of the CRA Board Members and City Commissioners,
- Steering Committee meetings and camera exercise,
- Issues & Opportunities Workshop and Findings Technical Memorandum,
- Bob Gibbs Retailing Analysis, Lecture and Report,
- RCL Co Market Analysis,
- Creation of citizen-based themes,
- Three joint City Commission and CRA Board including a 'walking audit'
- Design and Implementation Workshop with specific recommendations
- City Commission/CRA Board collaboration on prioritized initiatives for the remaining CRA Budget Years, and
- Project Website

The core values, or citizen-based themes, which precipitated from the public involvement exercises provided the basis for the planning and design recommendations prepared by Glatting Jackson.



Seven themes emerged from discussions with stakeholders, city staff, and the public-at-large. Collectively, the issues were vetted in public meetings and each theme represents a wide cross-section of community perspective including residents, business owners, boaters, shoppers, and developers. The following themes are the backbone of the master plan recommendations.



## 01 Neighborhood Character

### Likes

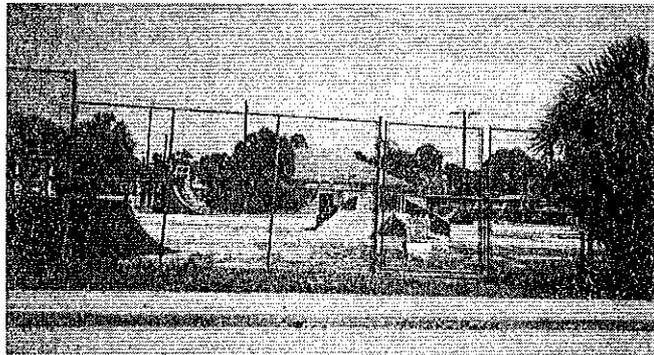
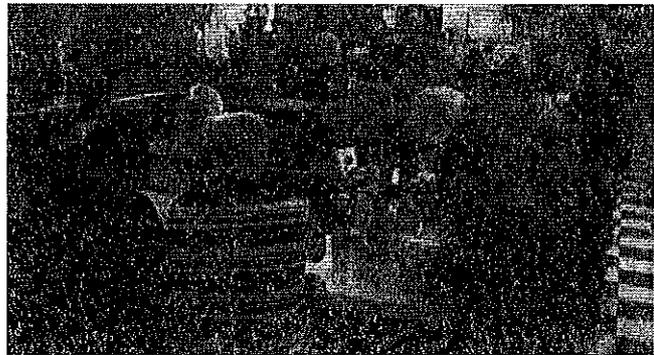
- Small town / beach town scale
- Quiet streets
- Mix of housing types
- Mix of 2nd and 3rd homes
- Historic architecture
- Integration of arts/cultural community

### Dislikes

- Conflicting architecture
- Height transitions
- Dilapidated buildings / vacant lots
- West side drug/crime issues, neighborhood stabilization needed
- Not enough for kids to do

### Preliminary Ideas

- Direct cash subsidy for new housing units delivered
- Workforce housing subsidy
- Code re-write (form based for all areas of CRA, if not City)
- Art in key visible areas (waterfront, parks, gateways, retail districts)



## 02 Five Main Streets

(West Canal/East Canal, Flagler, US1, 3rd Avenue)

### Likes

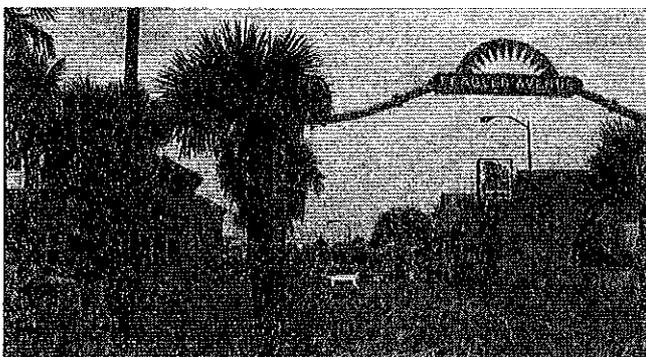
- Stable market
- Different roles / services for each retailing venue
- Historic/traditional main streets
- Events and activities (farmers market, parades, art shows, car shows, etc)
- Historic buildings
- Small town, locally owned social fabric

### Dislikes

- Stagnant market
- 'my neighbor doesn't get it' (inconsistency among retailers)
- Parking/access
- Poor wayfinding /access – no gateways, poor visual appearance on regional roads
- Dilapidated buildings / or quiet properties
- Fear / concern about regional competition
- Reduced services (want more small grocery, daily needs services)
- Neighborhood impacts
- Difficult reinvestment / redevelopment environment (businesses have moved)
- Lack of clear central location for all Main Street information (too much 'word of mouth')
- Separation from hospital

### Preliminary Ideas

- Land assembly (several areas)
- Hire a Main Street Coordinator (for Flagler and Canal)
- Stronger partnerships between businesses
- Take initiative on improvement projects
- Self-policing on proper "Rules of Retailing"
- Moderate streetscape enhancements on 3rd Ave
- Events support



## 03 Connectivity / Walkability

### Likes

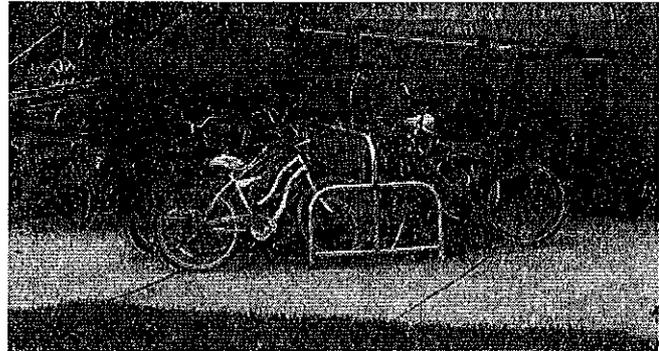
- Bike lanes / trails
- Beach access
- Main streets
- Walkable neighborhoods and open space
- Boat tours / Water Taxi

### Dislikes

- Regional roads act as barriers to retail, separate neighborhoods and are unsightly
- SR 46 is a highway (non-stop bypass) to the south beach area
- Main Streets very separated from each other
- Separation of Hospital to Canal Street
- Lack of crosswalks
- Lacks of sidewalks on west side
- Lack of wayfinding

### Preliminary Ideas

- Transit vehicles subsidy – motorized golf cart ‘jitneys’ or pedicabs?
- SR 44 pedestrian crossing improvements
- City wide gateways elements/enhancements (especially at key large road intersections)
- City-wide wayfinding
- Possible re-configuration of the SR 44 ‘split’
- Water Taxi Subsidy – advertisement and expand



## 04 Bert Fish Hospital

### Likes

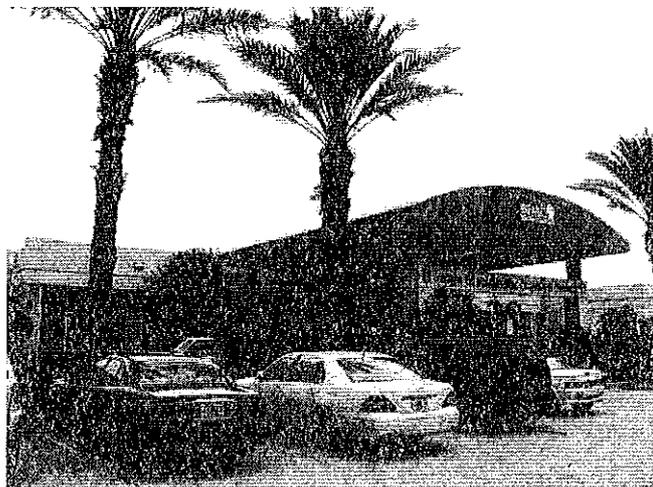
- Community service
- Employment base
- Potential for 'Medical District'
- New expansion buildings
- Potential for Canal Street

### Dislikes

- Stagnant/unsightly property
- Fear of incompatible development (size/scale) with neighborhood
- Access to hospital
- Access to proximate retail
- Fear of losing the hospital
- Concern (on the part of the hospital) that CRA is not focused on Hospital

### Preliminary Ideas

- Hospital area parking
- Hospital area land assembly and development assistance
- Hospital area pedestrian/street improvements wayfinding
- SR 44 crossing improvements



## 05 Hospitality

### Likes

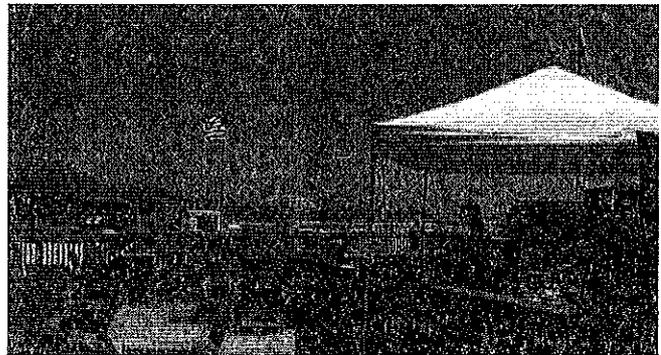
- Riverside hotel (B&B)
- Condos on beach / family feel
- Want more hospitality options / marketing diversity
- Want potential of increased spending by hotel users
- 'nice' hotel bar / restaurant
- No hotels on the beach

### Dislikes

- Neighborhood compatibility issues
- Low rent/low quality places
- Unsightly parking (garages or surface lots)
- No hotels on the beach
- Need a place for events / weddings / graduation, etc

### Preliminary Ideas

- Brannon Center redevelopment
- Flagler Avenue package



## 06 Public Open Space and Cultural Venues

### Likes

- Riverside park (heavily used, looks nice)
- Brannon Center (big service to seniors and community)
- Beach Parking
- Fishing
- Boat tour is popular
- Boat ramp is popular
- Marine Discover Center will bring intellectual focus on New Smyrna Beach
- Community theater

### Dislikes

- Boardwalk area is missed opportunity with unsightly dated structures
- Esther Street flooding and public property remains unresolved
- Uncertainty what do with marine discover center site
- Water Taxi doesn't dock in the canal
- Brannon Center feels 'dated', may be missed opportunity for an updated activity center
- Boat ramp attracts lots of parked cars, trash, debris with very little income to retailers
- Need a performing arts facility
- Need new opportunities for art / artisans in community

### Preliminary Ideas

- Boardwalk/seawall area (dune restoration, park, parking lot, including restrooms, etc)
- Boat ramp area (the whole property could be improved, possibly in conjunction with a boardwalk) and CRA/City could look at charging a small fee
- Balloon festival (2nd weekend after New Year's Eve)
- Create a regional attraction for boaters (New Smyrna Beach Boat Fest?)



## 07 Redevelopment / Reinvestment

### Likes

- Interest in special hotel opportunity
- Interest in new restaurants / services
- Several large sites available
- Several small / incremental sites
- Potential of Brownfield sites at historic rail/depot area
- Opportunities NOW for incremental infill, lofts, restaurant
- Opportunities NOW for hotels
- Reinvestment on Flagler, Flip Flops success.
- Restored historic buildings



### Dislikes

- Unclear development standards
- Parking constraints (real/perceived)
- Utility constraints (still need to confirm)
- Bookend properties on Canal are quiet/out of business
- Loss of bike/cycle shop on Canal
- Poor linkage to Hospital employment / visitor base
- Concerns about character change
- Concerns about competition
- Lack of clear development 'ombudsman'
- Lack of incentives / partnering approach from City, CRA or Utility Commission
- Limited activity in last 15 years



### Preliminary Ideas

- Land assembly (several areas)
- Fill out the Canal Street district – focus on filling in the “missing teeth” (vacant land) and infuse residential
- Brannon Center Redevelopment
- Incentive programs (including loan subsidy program)
- Direct cash subsidy for new housing units delivered
- Workforce housing subsidy
- Economic Development Coordinator, at least for CRA
- Consolidate parking

# 03

## Market Review

Canal Street  
New Smyrna Beach

The goal was to collect objective information which could indicate how the 'market' looks at New Smyrna Beach and the CRA.

### **Background and Objectives**

Glattig Jackson / AECOM included two market professionals on the team to review and comment on current or potential activities. While the design team interacted with these professionals, they did not influence their analysis. The goal was to collect objective information which could indicate how the 'market' looks at New Smyrna Beach and the CRA. Gibbs Planning Group was retained to comment on the state of the Main Street retailing environment. RCLCO was retained to provide a market analysis for the New Smyrna Beach Community Redevelopment Area, eventually providing site specific program recommendations.

Additionally, RCLCO analyzed four selected sites, creating outline development programs that address the appropriate market position, achievable prices associated with that positioning, density appropriate for target market audiences, absorption potential, and timing given current market conditions. Once sites were selected, RCLCO prepared a schedule of land sales revenues based on the estimated absorption, timing, and residual land values at each site.

It is important to note, that in some cases, the anticipated cost of the land and cost of construction could not be supported by the likely end user / purchase price, indicating that without some outside incentive, those properties/projects are 'upside down'. Equally significant, however, is the recognition that some property owners may have unrealistic expectations for their property value (particularly coming out of the aberrant 2003-2006 market cycle) which are not in line with the likely price point of new construction going forward.

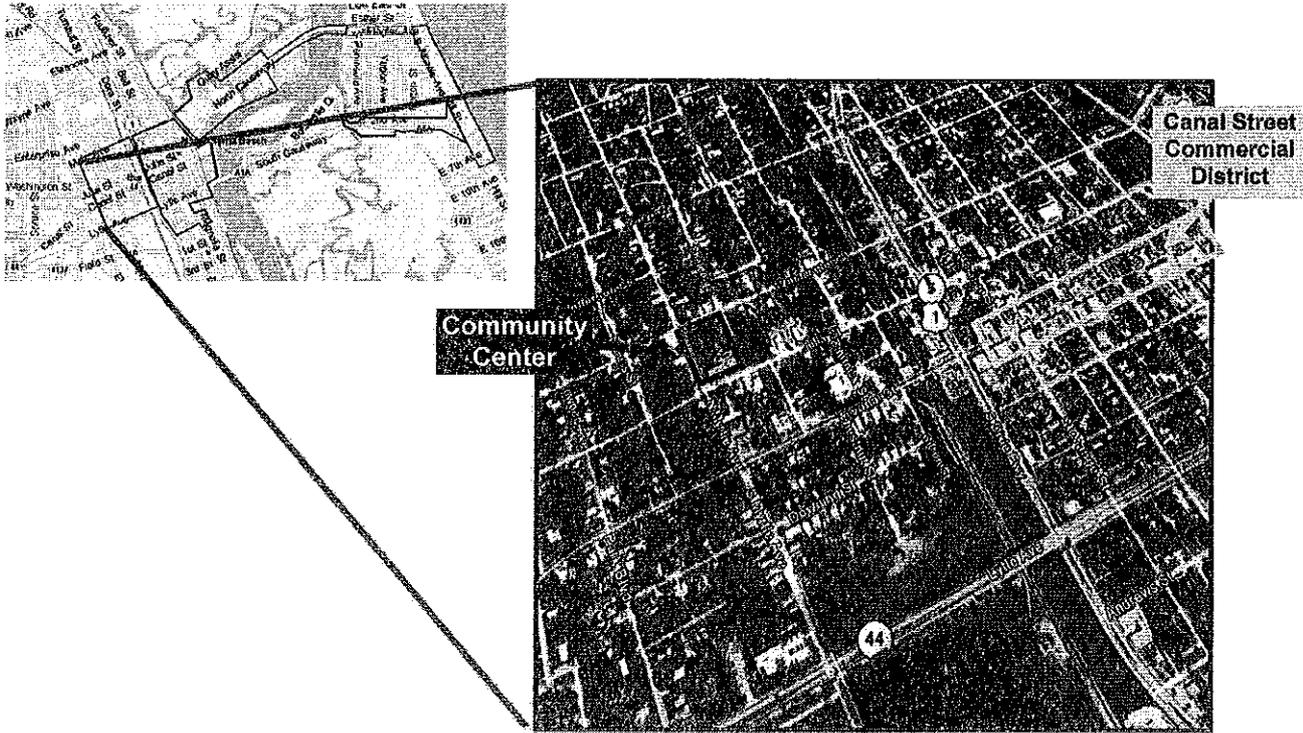
RCLCO's complete preliminary market findings and site specific program recommendations are provided in the appendices of this report.

### **Preliminary RCL Co Market Findings**

Despite current market conditions, employment and population projections indicate the current economic crisis will pass in the next 2-3 years – now is the time for the CRA to get in position for the next upturn by appropriately planning sites with economic development potential. The CRA has been losing market share to other areas in New Smyrna Beach (particularly the suburban corridors) yet is well-positioned from a market perspective to capture more of this demand. The CRA is comprised of districts defined by their own unique character each with its own special strengths and challenges. Capitalizing on these attributes will allow for complementary development opportunities in each area that will strengthen values for the CRA overall.

The New Smyrna Beach CRA is comprised of several districts that stretch from the ocean to the inland historic downtown area. Each of these districts offers its own unique strength.

## The Residential District



Although current land uses in the Residential District are most challenging, there are opportunities for redevelopment

### Strengths

- Well-located near hospital and Canal Street Commercial District
- Strong access to US 1 and Canal Street
- Community Center centrally located in residential area

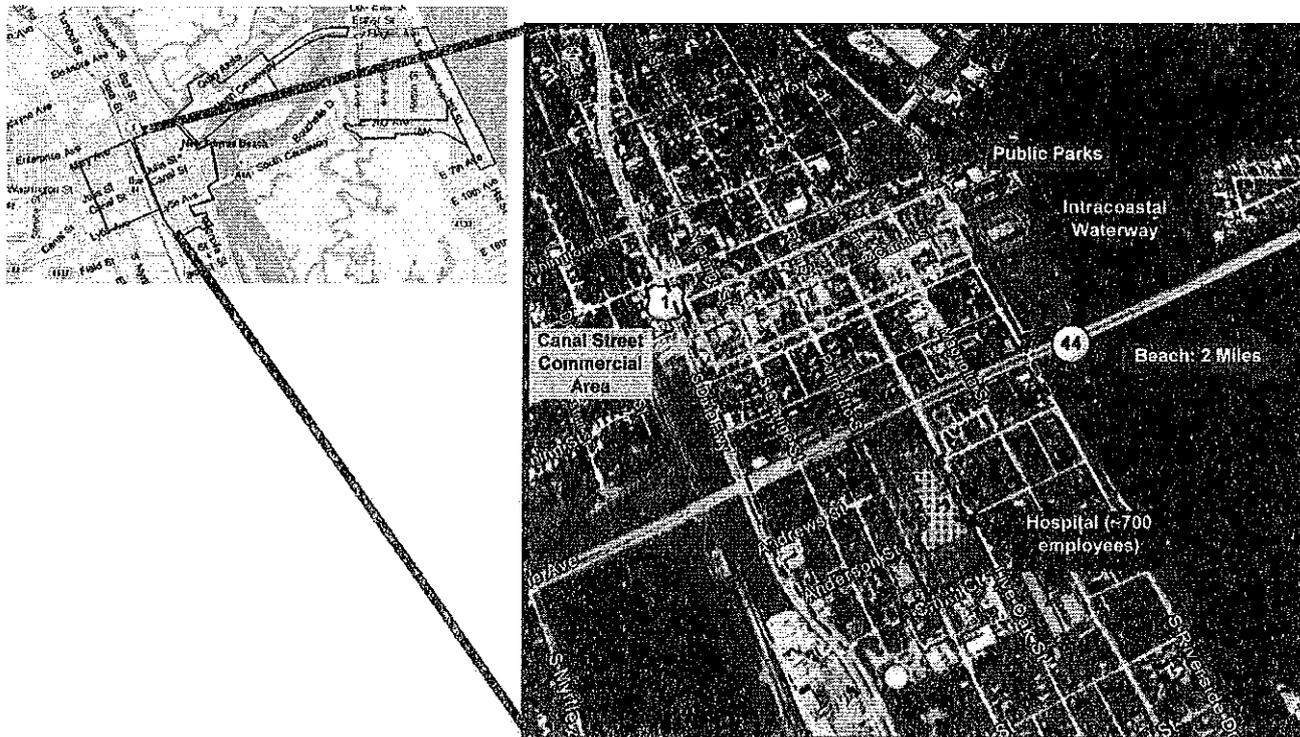
### Threats

- Predominantly lower income residential land uses
- Older commercial uses do not blend well with neighboring Canal Street
- Lowest home values within the CRA
- Safety is a concern
- Railroad tracks could make it difficult to connect the Residential District to Canal Street

### Opportunities

- Strong traffic counts on US 1 could potentially support retail development
- Opportunity to build off Community Center - help build the social structure of the neighborhood
- Construct affordable / work force housing

## Canal Street District



A strong employment base provides several development opportunities for the Canal Street District

### Strengths

- Contains Bert Fish Memorial Hospital, a major employer
- Contains Canal Street Historic Downtown, a historic downtown area that offers several dining options and specialty shops
- Has two well-maintained public parks
- Area offers multiple views of the Intracoastal Waterway
- Several government offices located in the area, providing additional employment
- Strong access to both the South and North Causeways

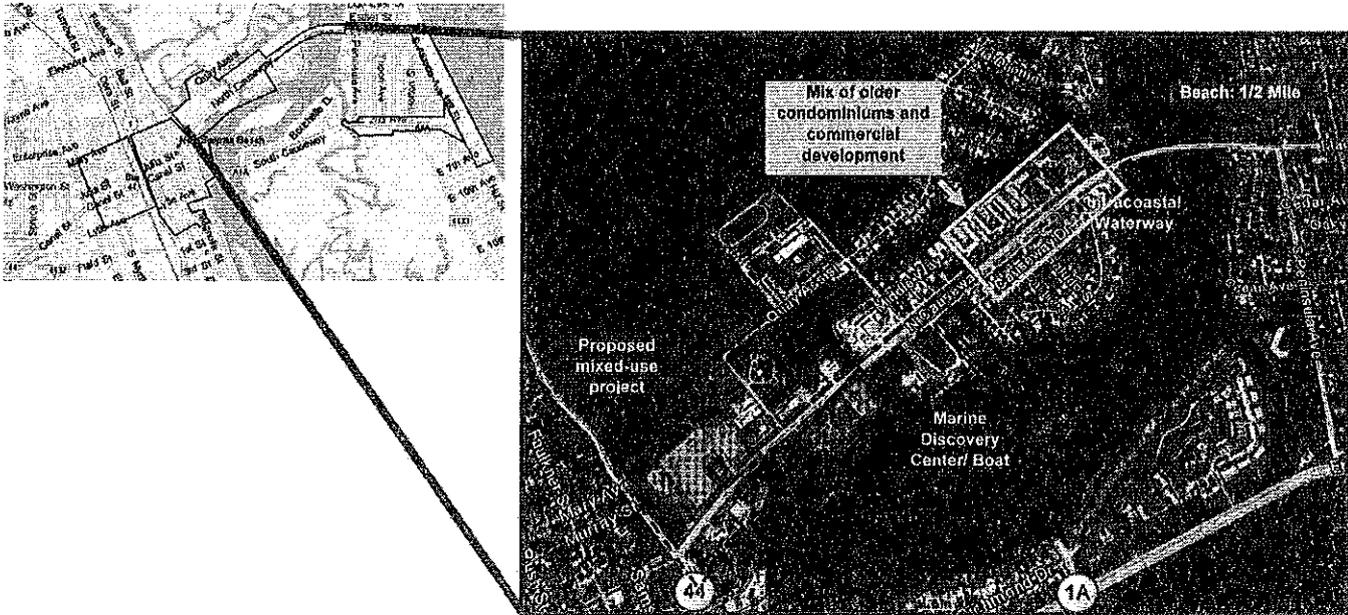
### Threats

- Lack of connection between Hospital and Canal Street Commercial
- Area south of hospital is rundown and industrial
- US-1 Commercial is older and less appealing than Canal Street
- Area along US-1 and SR 44 is not walkable

### Opportunities

- Potential to work with the hospital on synergistic development opportunities (e.g. supportive retail, residential, etc.)
- Capitalize on the high daytime population from office users to support retail
- Create a stronger connection from downtown to the waterfront

## North Causeway District



Undeveloped land with water orientation makes the North Causeway District appealing for high-value development

### Strengths

- Strong Intracoastal Waterway orientation
- Surrounding residential areas are appealing; strong home values
- Less congested than South Causeway
- Located near the Flagler Avenue Commercial District, a popular tourist area
- Proposed new mixed-use development at southwest corner of the district
- Municipally-owned marina

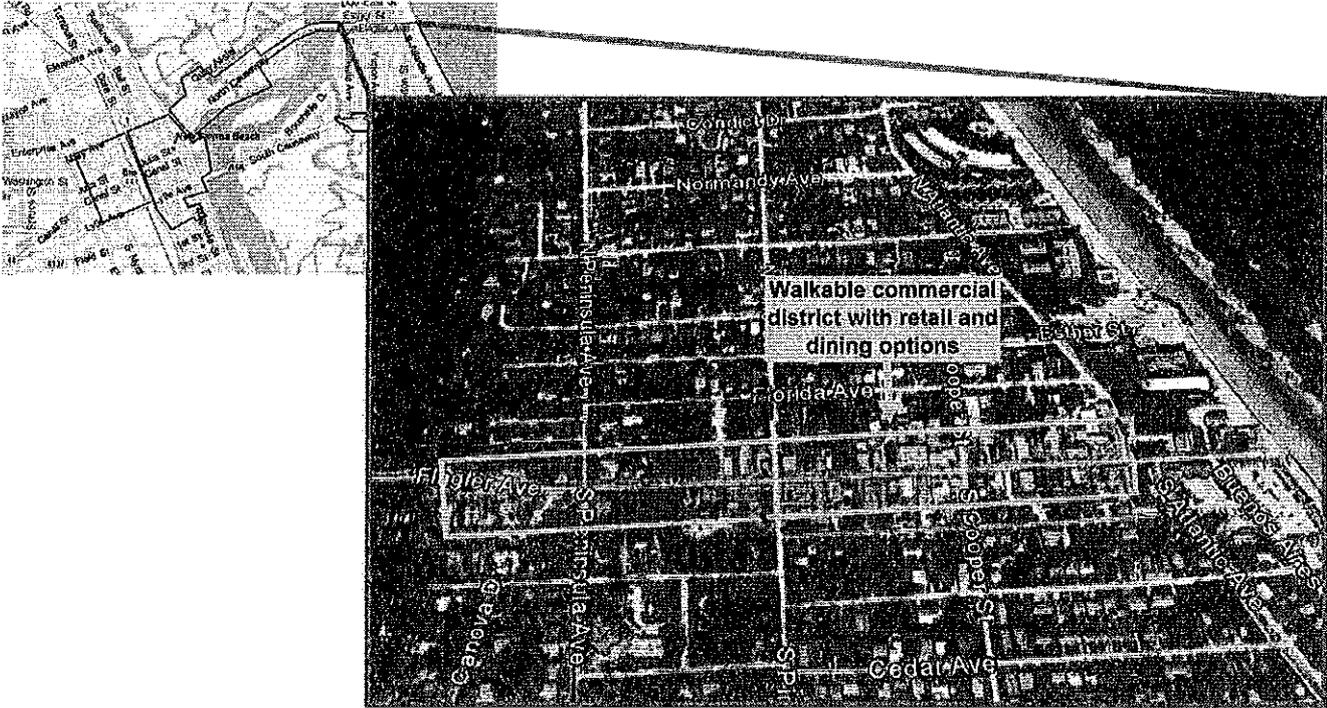
### Threats

- South Causeway more popular route to beach
- No retail and services within the area

### Opportunities

- Capitalize on excellent Intracoastal Waterway orientation
- Significant undeveloped large parcels of land

## Flagler Avenue District



The Flagler Avenue District is currently a thriving retail district that caters to tourists; parking solutions could increase the retail potential of the district

### Strengths

- Thriving retail district
- Popular tourist destination
- Strong beach orientation
- Favorable surrounding residential uses

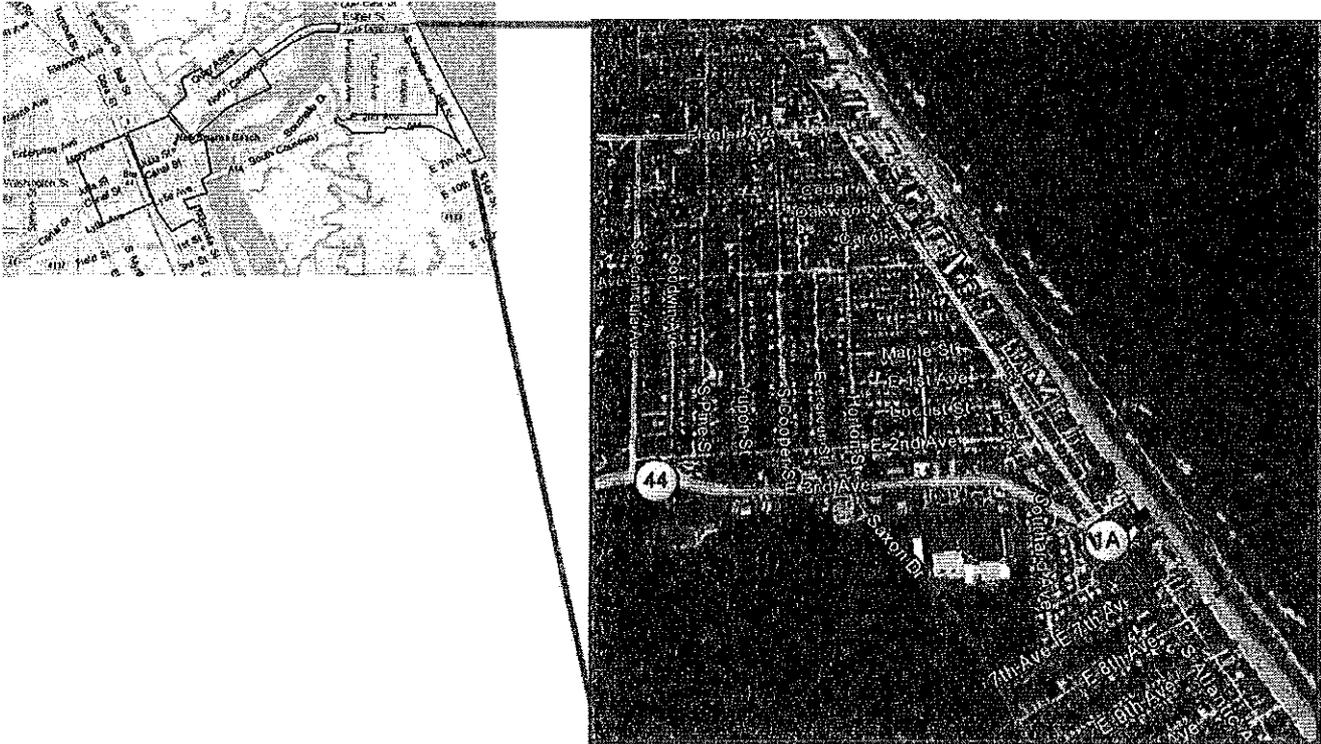
### Threats

- Lack of parking for retail patrons
- Area feels congested
- Thin strip leaves little opportunity for significant development

### Opportunities

- Creating parking solutions would help retail tenants
- Utilize pedestrian foot traffic to attract retail tenants

## A1A District



Due to its unique ocean orientation, the A1A District has potentially the highest valued property within the CRA

### Strengths

- Developable oceanfront parcels
- Strong beach orientation
- Strong A1A frontage
- Connects to two major commercial areas
- Multiple public beach entry points

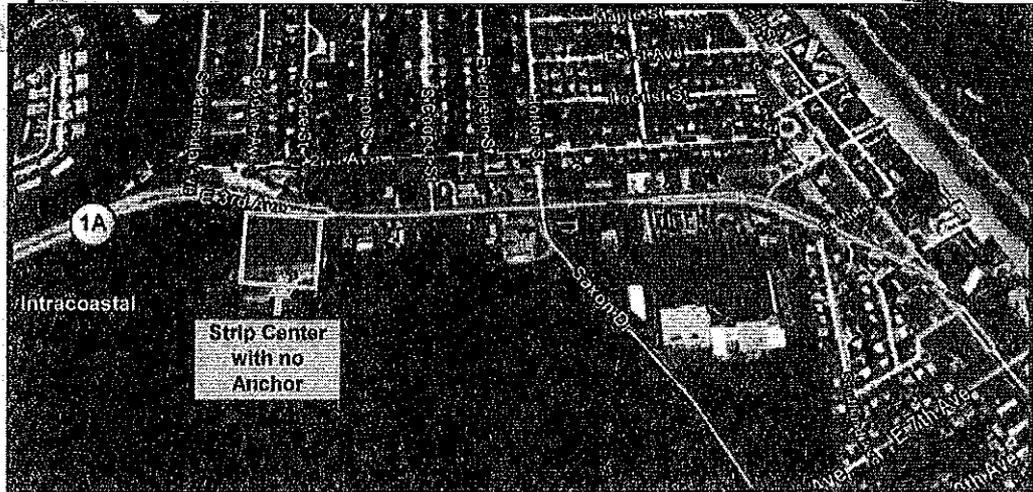
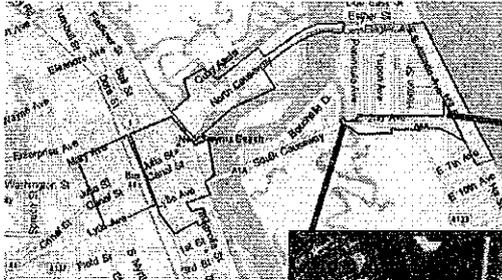
### Threats

- Current uses are predominantly older condominium product

### Opportunities

- Potentially the highest valued property within the CRA

## Third Avenue Commercial District



Despite lacking connectivity, the Third Avenue Commercial District has the opportunity to utilize its strong traffic counts and proximity to the beach to drive retail development

### Strengths

- Very high traffic counts
- Strong 3rd Avenue frontage
- Intracoastal water orientation
- Dense surrounding residential area

### Threats

- Current commercial uses are old
- High levels of congestion
- Not pedestrian oriented
- Anchor tenant space vacant in strip center

### Opportunities

- Redevelop older strip centers to increase appeal of 3rd Avenue
- Make the area more pedestrian friendly
- Increase connectivity from 3rd Avenue to the beach

## Preliminary Assessment of Development Opportunity by Land Use and District

The table below indicates the potential development opportunity for each District analyzed by RCLCO in their preliminary assessment. Factors influencing the development opportunities include existing investment, future market projections, and typical development requirements/financials. This analysis indicates that some areas may need development incentives or partnerships in order for a specific land use product to be realized.

LAND USE	WEST SIDE RESIDENTIAL DISTRICT	CANAL STREET DISTRICT	NORTH CAUSEWAY DISTRICT	FLAGLER AVENUE DISTRICT	A1A DISTRICT	3RD AVENUE COMMERCIAL CORRIDOR
RESIDENTIAL	X*	XX	XXX	XXXX	XXXX	X
RETAIL	XX	XXX	XX	XXXX	XX	XXXX
HOTEL AND EVENT SPACE	X	XXX	XX	XXX	XXXX	XX
SMALL PROFESSIONAL SERVICE OFFICE	X	XXXX	X	XX	X	X

X = Limited or no development opportunity, XXXX = Strong development opportunity

\* Opportunity for affordable / workforce housing

### Site Specific Program Recommendations

Building on the preliminary market assessment, CRA staff and the Glattig Jackson team identified four sites that are most ideal for future re-development. RCLCO analyzed these sites to; determine the appropriate market position, achievable prices associated with that positioning, density appropriate for target market audiences, absorption potential, and timing given current market conditions. The four sites included;

## West Side Residential Sites

### Two scenarios

- Single Family Detached
- Duplex

### Market Opportunity

- Strong; Demand exceeds supply

### Level of Incentives Needed to Spur Development

- Moderate to Strong

### Potential Incentives

- Interest free down payment assistance through the CRA (in addition to SHIP down payment assistance)
- Money towards down-payment for those that live in work in CRA (i.e. Kissimmee provides \$10,000 through grants)
- Reduced or waived land costs through CRA participation
- Adjusted zoning/density regulations to better reflect housing requirements.



## The Badcock Building

### Two scenarios

- Retail – new construction
- Retail – renovation

### Market Opportunity

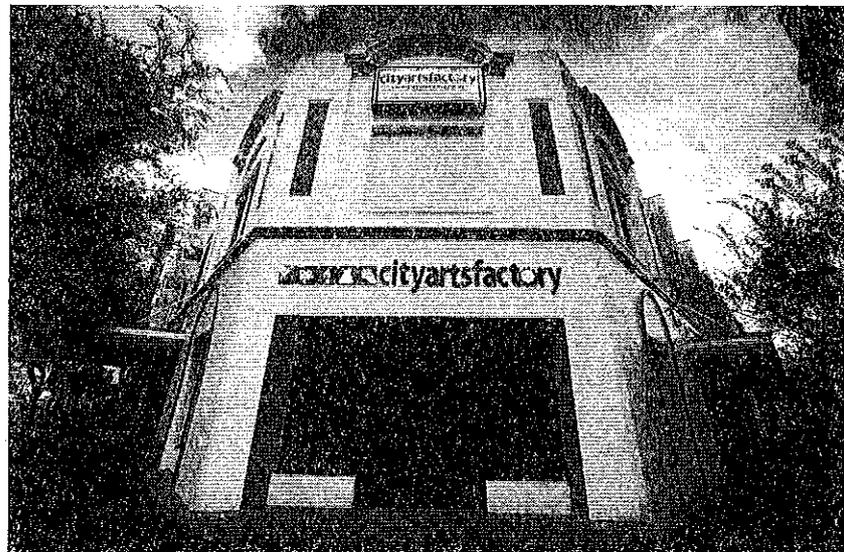
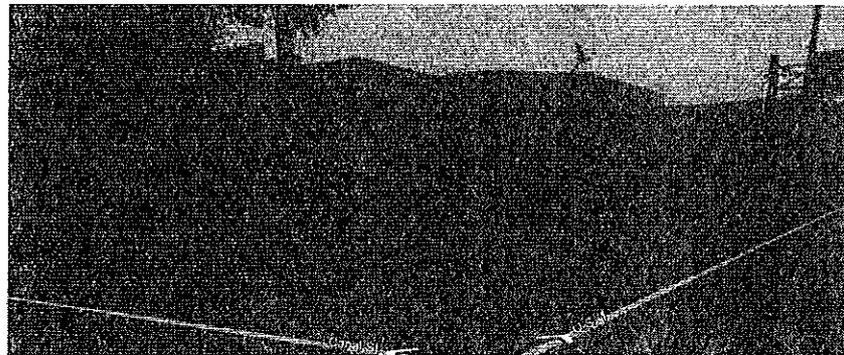
- Retail – new construction: Limited in the short term
- Retail – renovation: Moderate, although rent subsidies may be required

### Level of Incentives Needed to Spur Development

- Retail – new construction: Moderate to High
- Retail – renovation: Low to Moderate

### Potential Incentives

- Façade or interior renovation assistance
- Mortgage subsidy for at least the first year
- Offsite parking
- Opportunity for local arts anchor



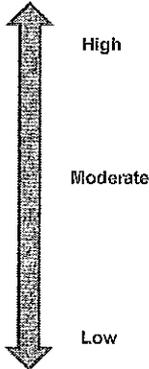
### The Bert Fish Medical Center Sites

**Five scenarios**

- Garden Apartments, Surface Parked
- Townhomes
- Retail and Medical Office
- Apartments with Structured Parking
- Assisted Living Facility

Scenario	Development Type	Support Level
5	Assisted Living Facility	Moderate
4	Apartments with Structured Parking	Moderate
3	Retail and Medical Office (Speculative Space)	Limited
2	Townhomes	Limited
1	Apartments with Surface Parking	Strong (however site will not support)

Level of Incentives Needed



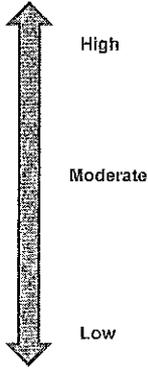
### North Causeway Administrative Office Building Site

**Four scenarios**

- Garden Apartments with Surface Parking
- Apartments with Structured Parking
- Hotel and Retail
- Condominiums

Scenario	Development Type	Support Level
4	Condos	Limited (short term)/Moderate (mid to long term)
3	Hotel and Retail	Strong (Hotel) / Moderate (Retail)
2	Apartments with Structured Parking	Moderate
1	Apartments with Surface Parking	Strong

Level of Incentives Needed



It is important to note that these scenarios are not intended to be hard and fast development analysis that can be 'taken to the bank' as a development pro-forma. Rather, they were quick studies to identify order of magnitude development parameters and to flush out the types of issues that would likely be relevant to certain development forms across a cross section of parcels around town. In all cases, the team identified that it is highly likely that modified zoning and land development standards could better position the land with rights more amenable to the market, while assuring character based design within a more easily accessed format to private development interests.

Additionally, it is noted that in nearly any envisioned redevelopment, utility service and building department services will be an important component of the development pro-forma and collaboration between CRA, City and Utilities Commission will be critical. Most development that will occur in historic areas such as the CRA will be incremental and simply cannot afford protracted processes and delays, or single handedly overcome needed retrofits to area infrastructure. This plays directly to the competition between 'downtown' and the suburban corridors which is discussed in Section 4 - Synthesis.

### Gibbs Planning Group Retailing Analysis

Gibbs Planning Group (GPG) was commissioned by the City of New Smyrna Beach to conduct an independent third party analysis of the historic Canal Street, Flagler Avenue and west Canal Street commercial districts. The purpose of GPG's observations and recommendations is to explore potential opportunities and to increase commerce and retail sales in these historic areas. During this analysis, GPG visited the general entire New Smyrna Beach region on May 11-15, 2009, touring each of the commercial areas, the surrounding shopping centers and neighborhoods. GPG also met with downtown property owners, business owners, the Chamber of Commerce, elected officials and city staff to gain insight into the local demographics and market preferences, and to hear their suggestions for the study area. GPG's recommendations are summarized below and the complete report recommendations are provided in the appendices of this report.

### Overview

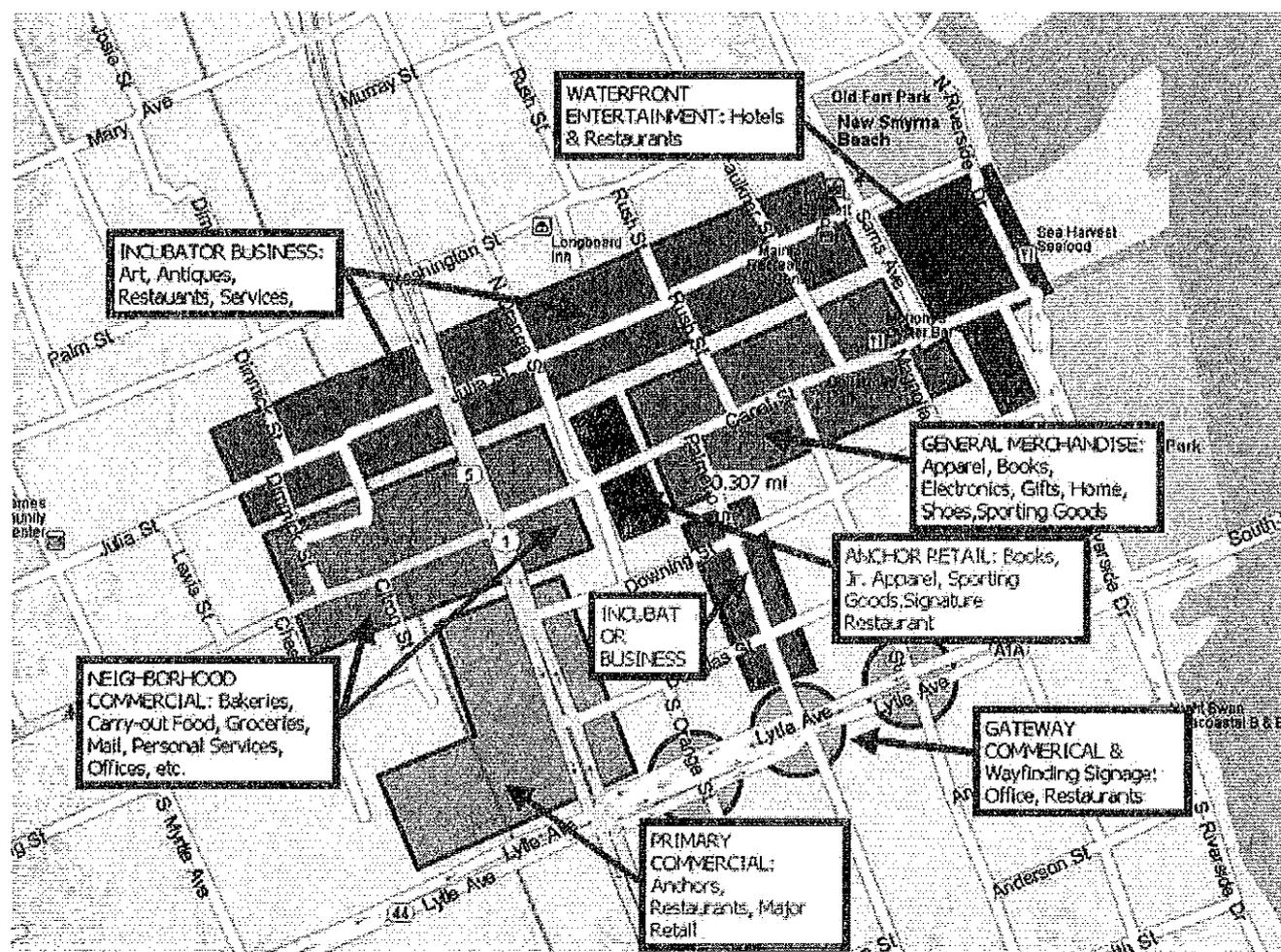
The CRA shopping areas consist of an interesting collection of small boutique stores and restaurants that appeal to local residents and recreational shoppers. However, the economic viability of the City's commercial areas is challenged. While some retailers have steady sales and profits, many of New Smyrna Beach's specialty stores report declining sales, resulting in an unsustainable business model.

This study finds that the greater New Smyrna Beach community is generally underserved for many of its primary commercial goods and services, resulting in a potential to support up to 895,000 square feet of new retail development. This market growth potential is being artificially suppressed by non-market factors such as zoning, entitlements and a general public opposition to popular modern retailers and restaurants. Additional retail and restaurant development in or near New Smyrna Beach's commercial districts could improve sales for existing businesses by capturing residential and visitor spending that is leaving the region. For example, a new fishing equipment store that recently opened on Canal Street has had a strong opening by filling an unmet market void. Additional retail and restaurant development is needed for New Smyrna Beach's three historic commercial areas to be economically sustainable. Restricting new commercial growth to protect a few specific businesses is shortsighted and counterproductive for the region's economy as a whole.



### General Recommendations

- New Smyrna Beach's three historic commercial districts should attempt to establish individual niches that complement each other, and attempt to better serve the needs and desires of the residents, visitors and employees.
- As much as possible, the three commercial areas should attempt to retain their existing unique retail mix, while attracting new businesses that service local residents and tourists.
- The City should seek brands and price points that appeal to New Smyrna Beach's residents, workers and tourists.
- The City should develop an incentive to relocate first level office uses from prime retail corners.



### Canal Street Recommendations

- Expand Canal Street's neighborhood services, and return it to its historic role as New Smyrna Beach's primary shopping destination.
- Continue to promote office and governmental uses along Canal Street (upper building levels preferred).
- Attract hotels along Canal Street's waterfront  
Note, these new hotels should be located within an easy walking distance of New Smyrna Beach's historic shopping districts.
- Attract new neighborhood retailers such as banks, bakeries, carry-out food, florists, personal service, groceries, mail centers and restaurants along the western end of Canal Street (U.S. 1 – Rush).
- Establish a general merchandise core of apparel, books, home furnishings, jewelry, sporting goods and shoes along the Canal's central area. Seek junior anchor stores along Canal Street's central area (Rush to Live Oaks).
- Promote restaurants and hotels along the waterfront (eastern) edge of Canal Street. Relocate existing governmental offices at the northwest corner of Riverside and Canal.
- Encourage new appropriately sized and scaled hotels.

### Flagler Avenue Recommendations

- Continue to reinforce Flagler Avenue's niche as a resort and tourist destination.
- Promote additional unique apparel stores, art galleries, restaurants, specialty gift shops and unique shops.
- Encourage new appropriately sized and scaled hotels.

### West Canal Street Recommendations

- Attract businesses that reinforce the needs of the local residents such as carryout food, groceries, personal care, restaurants and neighborhood goods and services along Canal (Chestnut to U.S. 1), and along Washington and Julia Streets.
- Encourage and assist new start up businesses from local residents.
- Seek day care, medical, real estate and local service businesses.

### Other Recommendations

GPG has provided other recommendations related to the following subjects. Detailed descriptions of these recommendations can be found in the appendices of this report.

- Small Business Operations
- Business Improvement & Recruitment
- Parking
- Building Facades
- Performance Measurements
- Tourism Expenditures
- Business Improvement District
- Marketing
- Wayfinding Signage
- Store Business Practices
- Store Maintenance

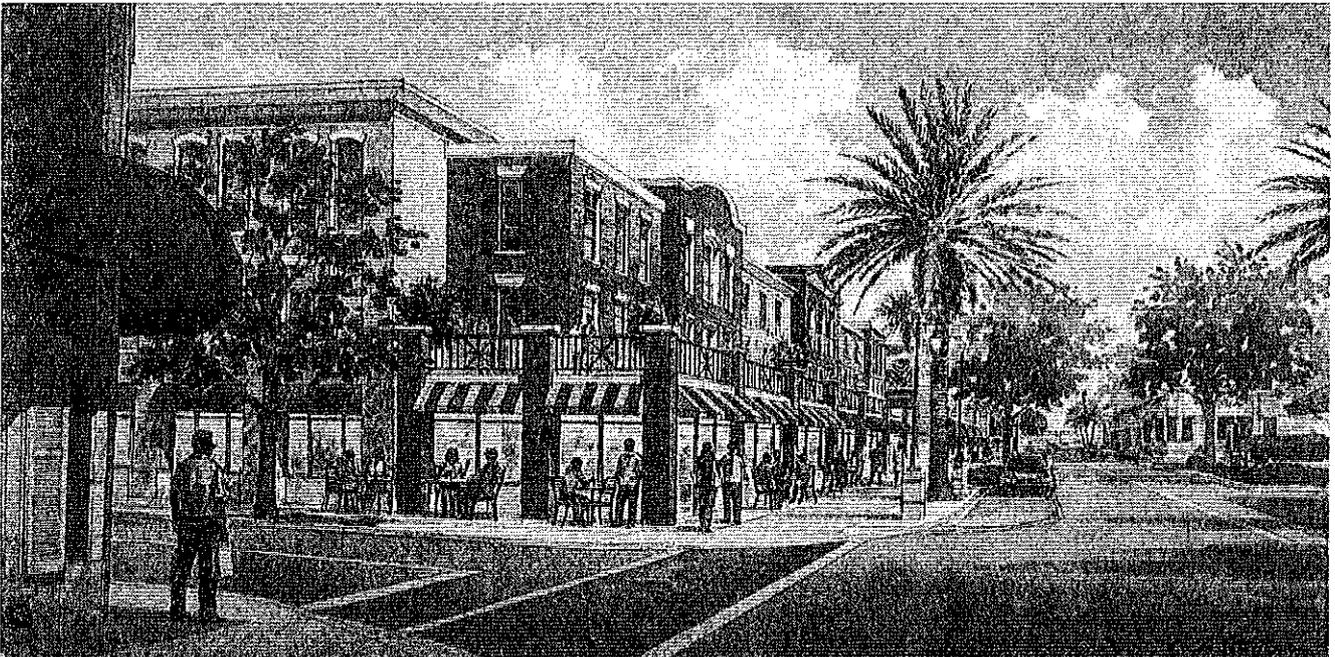
### Commercial Demand

GPG estimates that presently New Smyrna Beach has the potential to support up to an additional 895,000 square feet of restaurant and retail growth. This opportunity reflects New Smyrna Beach's substantial residential, employment and tourism demographics, combined with its quality historical character. Note that this figure is higher than RCLCO's estimate that only included demand generated from the City itself.

This additional commercial development could generate up to \$420 million in annual retail and restaurant sales in 2008, representing captured consumer spending that is presently leaking outside of New Smyrna Beach. Expanding New Smyrna Beach's market share will require numerous management and physical improvements to be implemented by both the private and public sectors.

# 04

## Synthesis



There is an untapped market potential for the area for virtually every business category.

## Summary of Findings

Following the public input sessions, development of the Themes and reviewing the market studies, there were a number of collaborative meetings and workshop sessions (including with the CRA and City Commission) to discuss the input, establish meaning and direction. Glatting Jackson / AECOM prepared a summary technical memo with several 'Findings' that provided comment as well as direction on several salient observations and issues:

- New Smyrna Beach has a physically attractive and culturally rich downtown fueled by the strong commitment of numerous resident business owners and community leaders who love the 'Small Town' activity and character.
- The community envisions continued enhancement of the downtown social, cultural and economic activity & diversity while maintaining downtown's exciting character, but is widely divided in how to achieve this result.
- It is more difficult to develop in downtown than in the suburbs. This due to a variety of factors common in many historic Main Streets within regional growth areas.
- Many of the existing businesses would not be commercially viable under conventional business modeling or market conditions. Many of the existing downtown businesses operate under special conditions (such as ownership of their building/low rent payments, low profit requirements, etc) that would not be possible for new investment or business owners to easily replicate.
- The existing regulatory and policy structures are not well aligned with the downtown development uses or forms. As a result, the Merchants feel highly disenfranchised and the area is 'known' as being very difficult to implement new investment. (example: very little significant new private investment constructed during two recent building booms over a 15 year period of time).

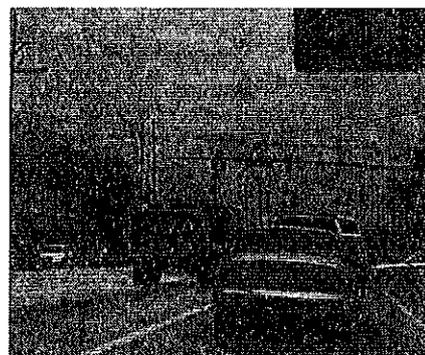
- There is an untapped market potential for the area for virtually every business category. There is a specific desire for 'Staple' commercial uses such as; grocery, clothing, restaurants, etc.

- The realization of the potential is being inhibited by several factors which are generally controlled by the community.

- Continued enhancement of activities in downtown will require additional strategies (some of which have already commenced) to engage the development community in new and dynamic ways.

- Parking will continue to be an issue for discussion. Canal Street currently contains plenty of on-street and public / off street facilities, however, the CRA should seek opportunities to partner with development to increase the overall supply. Flagler Avenue has some parking deficit towards the east side, primarily driven by Beach visitors. New capacity can be achieved thru currently planned park enhancements and an enhancement of the Boardwalk Park, Esther Street Park, Jessamine Lot Expansion, and Cormeth Shared parking. Significant redevelopment opportunities may require structured parking in the future and should be take into consideration when design surface parking.

BFMC will require more parking over time, and discussions have included the possibility for a parking deck which would both facilitate new development as well as 'clean up' the unsightly parking block immediately east of the hospital as well as many of the sporadic lots in the area. (see Appendix).



### Challenges and Opportunities for Downtowns

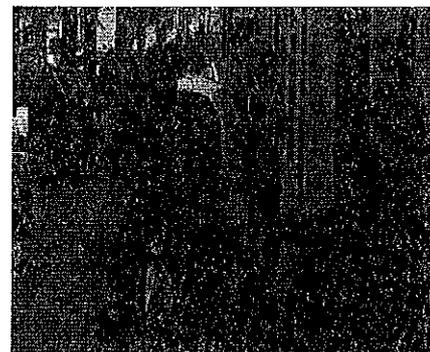
Many of the issues identified in New Smyrna Beach are related to underlying challenges common to many historic downtowns. Several significant, but related events have occurred in the last fifty years that caused the deterioration of downtowns across the United States, and promoted new investment in outlying suburban areas. A discussion of this evolution reveals several critical factors that must be addressed in order to reverse the trend and bring vitality back to downtown.

Changes in transportation patterns to better access growth opportunities in outlying areas has been one of the most important factors affecting land use and downtowns. In New Smyrna Beach, the realignment and expansion of both US 1 and SR 44 have drastically de-emphasized the historic Orange Street, Canal Street and Flagler Avenue retail centers as the new highways are primarily designed to facilitate high speed through-traffic to new residential opportunities. These transportation changes happened at roughly the same time as many downtowns de-emphasized residential and jobs in the downtowns, particularly near 'dirty' industrial areas, in favor of 'clean' greenfield settings. Ultimately, the trend towards reduced downtown industrial in the United States left a legacy of dysfunctional property and vacated residential neighborhoods. As historic downtowns faced decades of population loss and capital flight associated with these changes, many of the basic 'staple' commercial uses relocated to follow the new residential – and that retail began to package itself at a much larger scale commensurate with broader, lower density trade areas that could only be accessed by the car. For many small towns and cities, the economic and social transformations of the last fifty years have left their once-thriving downtowns foundering and struggling to remain relevant.

The good news for downtowns is that today, with many large suburban areas now constructed, the fundamental 'sameness' and transportation dysfunction of the built-out suburban environment is creating a renewed interest in the character, human scale and individuality of historic downtowns. Small scale pedestrian oriented, urban places with diverse housing choices, proximity to work and shopping and unique public realm of parks and natural areas is growing in popularity as a lifestyle choice. These characteristics have always been mutually consistent with many of the most popular second home and tourism destinations. And even for those who choose to live in more suburban locations, they often identify strongly with the character downtown as being part of their 'address'. Therefore, the potential value and benefit of reinvesting in downtowns is significant.

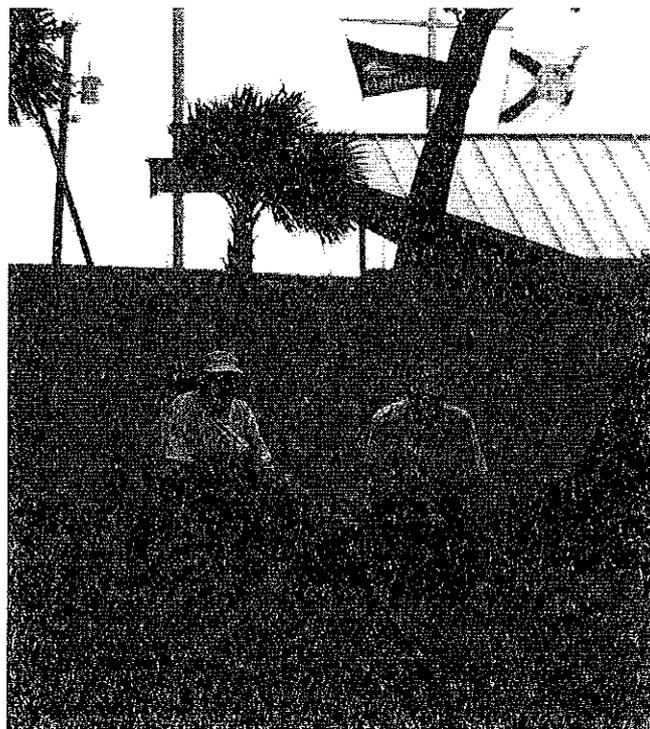
Unfortunately for downtowns, it is often fundamentally easier to develop in the suburbs. Land is generally less expensive and available lots are large (allowing for ample, inexpensive parking), utility and roadway infrastructure is usually newer, access to roads with a lot of 'trips' satisfies retail investors, and zoning approvals are often less stringent due to the lack of physical character or NIMBY's to respond to. These factors, and others, make suburban growth generally easier on both the private sector and public sector to administer with generally predictable returns. However, in many cases, suburban development may not have as much 'upside' for long term increased value because it does not enjoy the unique character, specialization and adaptability to change as downtown.

In order to realize the unique potential of the downtown areas, the fundamental issues associated with the demise of downtowns must be addressed. Transportation patterns, while not reversible, must be tamed, with better access, choices and visibility to downtown. Residential and Employment must return to the downtown to re-establish proximate, sustainable purchasing power to support retail. Daily needs retail must be reincorporated into the downtown. This is often challenging because these uses have grown to develop primarily in large format, suburban patterns that cannot be accommodated on Main Street, and which may threaten physical character or economic viability of unique Main Street activities. Nevertheless, it is important for more of these uses to be at least near downtown to shift the shopping and circulation patterns to locations near to the historic center. Infrastructure must be re-established, often after decades of disinvestment because downtown was not growing. Buildings are often older, with expensive building code compliance issues and a public desire to decoratively enhance the historic character. And the Public Realm must be an attractive and superior alternative to what can be found in the suburbs.



There are also many non-physical things which need to occur. Marketing, Branding and Events are critical to downtowns – to create activity in emergent areas and to compete with much larger and more organized advertising campaigns of the national retailers found in suburban centers. Land Development Codes and Building Permit processes, which are typically geared towards decades of conventional suburban zoning, must be re-written to be conducive to in-town development without being so complex or confusing that new development is driven to the simpler suburban alternative. Strategic Land Assembly is critical to create parcels large enough to accommodate redevelopment and its associated parking. Organizations such as Main Street, CRA or independent Merchants Groups - properly funded and coordinated - provide critical management structures to provide comparable functions to the well organized Property Management groups found in large suburban developments. Dynamic incentives are often necessary to entice both individuals and small businesses to 'take the risk' in markets that are not fully established or in environments which are inherently more expensive or complex.

Partnerships are critical because without single, large land owners to comprehensively fund the solutions to - many players needed to accomplish. However, downtowns are often critiqued in the face of these partnerships, because even small downtown projects are typically highly visible. Yet, suburbs often receive significant incentives to develop through the policies and new infrastructures which are put in place to facilitate new growth. Downtowns, which have been disinvested for so long, need new attention and tools to reposition themselves as not only competitive with the suburbs, but as attractive alternatives for a development and finance community that has 50 years of engrained experience doing 'conventional' projects. New tools and bold leadership are required.



### Essential Elements for Downtown

The New Smyrna Beach CRA Master Plan Update Process has facilitated a dialogue about the character areas of the community. In order to foster the kind of vital, active and character driven downtown many participants have desired there are some essential elements for change, including:

#### Increased Residential (permanent and temporary) Development

- Support and enhance existing neighborhoods
- Provide varied residential development opportunities
- Include quality rental properties
- Broaden hospitality options
- Special incentives for high-quality West Side residential infill

#### Increased Activity

- More people living in the downtown
- More activities after 5pm
- Continued / frequent EVENTS in the downtown areas for both permanent and temporary residents as well as others within the region

#### Improved Coordination

- Improved communication efforts between NSB groups
- Improved coordination between Main Street Merchants
- Clear delineation/mutual understanding of respective missions & responsibilities
- Partner with the Utilities Commission regarding utility and infrastructure development
- Collaboration between CRA, City, UC, BFMC and Volusia County towards a common vision – reinvestment in downtown.

### Shift from Regulation to Facilitation

- Recognize that urban development is inherently more complex than suburban development
- Seek to facilitate desired development projects of all sizes
- Cater to small development as well as large 'developers'
- Update or change land development regulations to focus on "form" instead of "use"
- Create a more diverse incentives program to entice both individual property owners and larger organizations to invest.

### Downtown Development Recruitment

- Develop a targeted business recruitment effort
- Coordination with Bert Fish Medical Center on infill office and residential potential and retail synergy
- Recognize the importance (and needs) of small scale development (and developers)
- Incentivize / catalyze activity
- Get quality movement on key parcels, especially the FEC properties, Administrative Office Building site, and other critical properties.

# 05

## Frameworks for the Future

While this plan identifies a need for continued physical improvements, the results of this plan include a much stronger emphasis on policy revisions, re-commitment to partnerships, dynamic incentive packages, and stronger marketing/events programs.

### Synthesis: Vision + Design Frameworks

The New Smyrna Beach CRA Master Plan Update is a vehicle for discussing the community's shared vision and identifying initiatives to achieve that vision. Synthesizing the many points of input, the Citizen Based Themes evolved into a set of six Strategic Frameworks, as a flexible armature for achieving the community vision over the long term. The Strategic Frameworks include:

- Strengthen the Neighborhoods
- Support the Main Streets
- Create a Healthcare District
- Broaden the Tourism Market
- Enhance the Green and Blue Infrastructure
- Connect the Community

Specific Action Items and Design Concepts are presented for each Framework. The Actions are organized into four typologies:

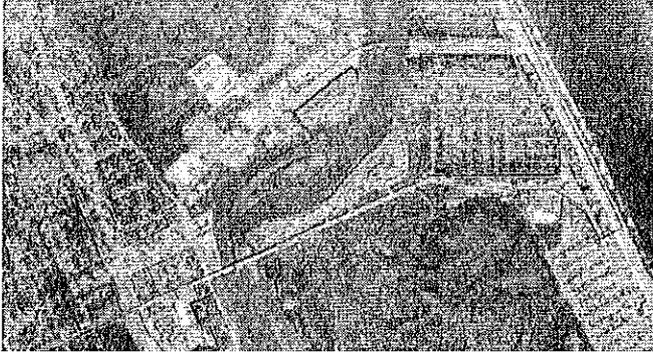
- Capital Improvements
- Policy & Partnerships
- Investment Facilitation
- Marketing & Events

It is important to note that some of the ideas appear in more than one Framework area, and this 'multiple benefit' characteristic became one of the important criteria points for prioritizing the final Action List.

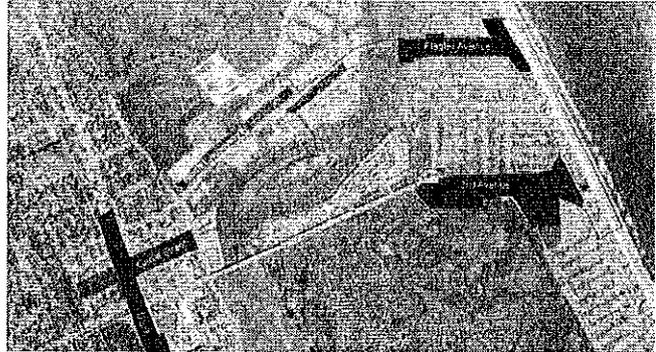
Historically, much of the CRA program was geared towards capital projects. While this plan identifies a need for continued physical improvements, the results of this plan include a much stronger emphasis on policy revisions, re-commitment to partnerships, dynamic incentive packages, and stronger marketing/events programs.

Not all of these elements (such as the new Incentives package) have been fully developed as part of this project, however, budget numbers were developed based on successful comparable models reviewed by the participants (see Incentives Memorandum, Appendix). This was based both on internal stakeholder discussion, as well as interviews and case study review with other successful CRA directors in small and medium sized cities.

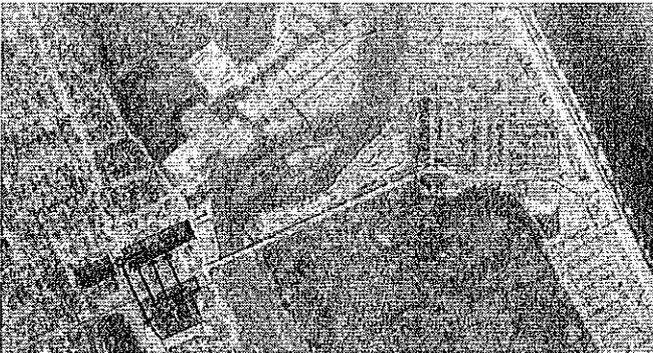
01 Strengthen the Neighborhoods



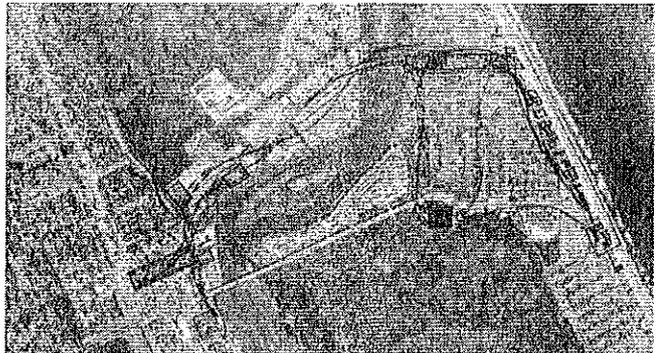
02 Enhance the Main Streets



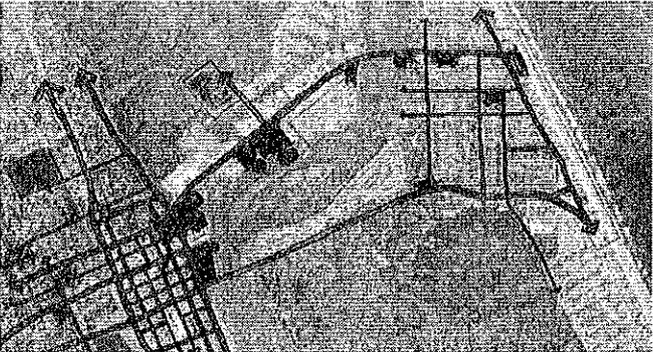
03 Create a Healthcare District



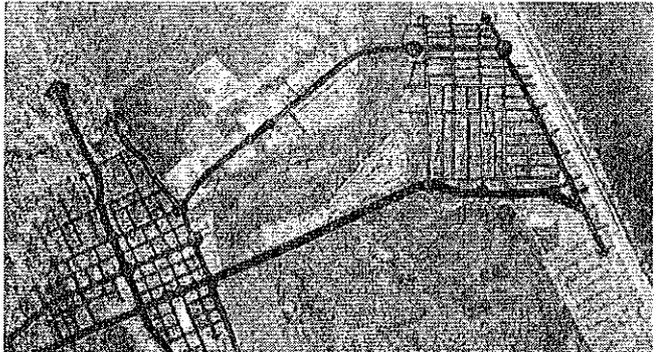
04 Broaden the Tourism Market



05 Enhance the Green and Blue Infrastructure



06 Connect the Community

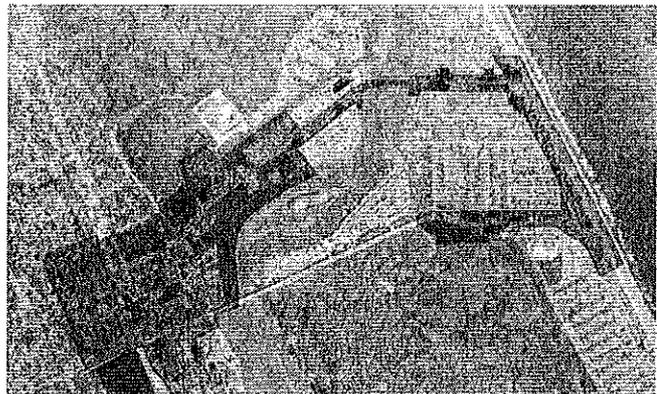


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Opportunity Sites

There are numerous opportunity sites for redevelopment within the CRA. Strategic initiatives like incentives, partnerships and facilitation will be key to realizing their highest and best use.

- Administrative Office Building
- Pennysaver Site
- Winn Dixie Plaza
- Badcock Building Site
- West side infill sites
- Other specific redevelopment opportunity sites



The basic infrastructure or its “bones” needs to be strong in order for a neighborhood to be healthy and active. Infill residential, streetscapes, utilities upgrades, and design standards are an example of these “bones”.



## 01 Strengthen the Neighborhoods

### Capital Improvements

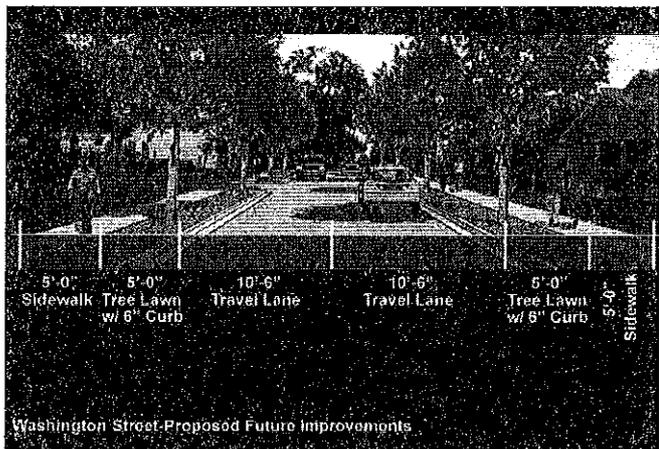
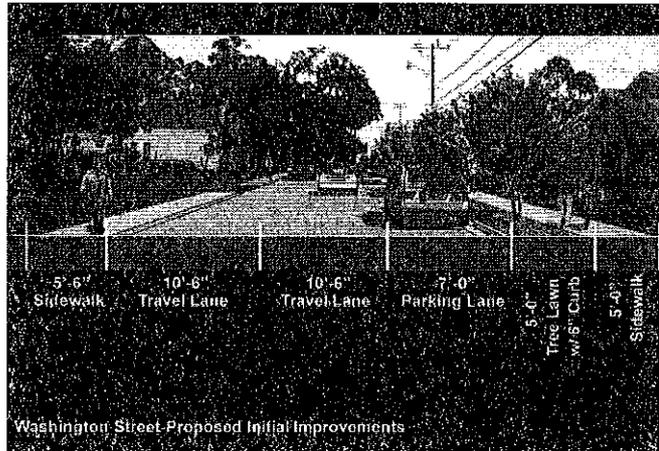
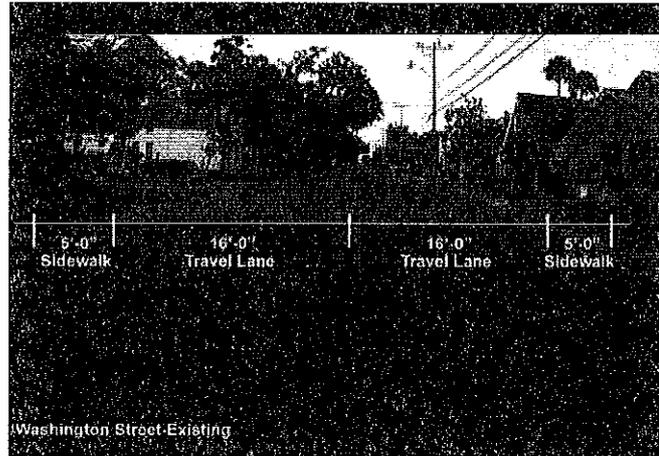
- Mary Street Infrastructure Project (underway)
- West Canal Street Infrastructure Project (underway)
- Myrtle Street Infrastructure Project (street, traffic calming, sewer)
- Enhance Washington Street Gateway corridor
- Annual Sidewalk, Lighting and Trees, Crossings Budget
- Washington Street Business District
- Utility Capacity

### Policy & Partnerships

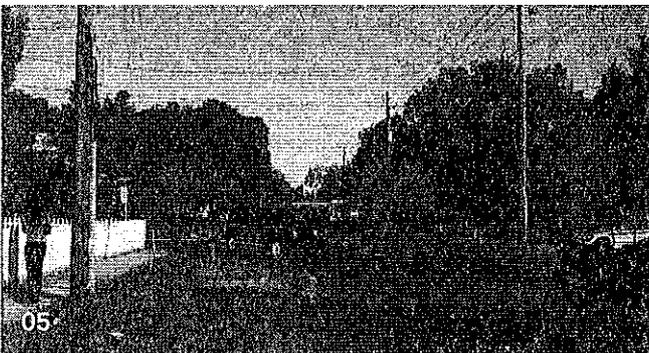
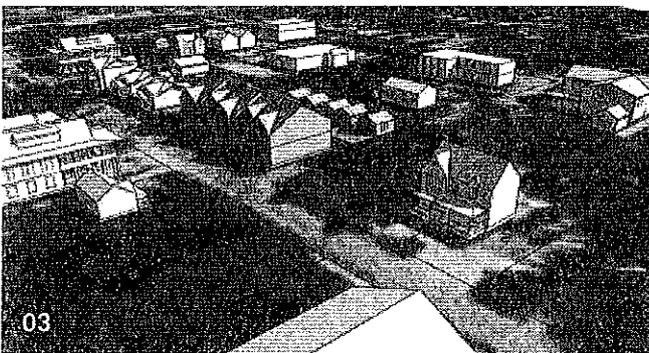
- Code enforcement
- Design Standards/Code Revisions
- Consider an Arts District overlay with incentives
- Bonus Densities Program
- Revise Land Development Code to better serve infill housing
- Limit future commercial intrusion
- Examine Housing Program Approaches – Option to develop/expand a Local Housing Organization to facilitate new units at attainable price.

### Investment Facilitation

- Paint/Upkeep Grants
- Residential Investment Grants
- Impact fee assistance
- Art in key visible areas (waterfront, parks, gateways, retail districts)
- Arts Village Concepts / Events?



Washington Street Streetscape (Gateway to Beach and Neighborhoods)



- 01 Existing Washington Street Business District
- 02 Conceptual Washington Street Business Incubator (Streetscape, renovation and housing incentives)
- 03 Julia Street Infill Residential (Townhome Option) potential infill through CRA land contribution, development assistance and Code revisions
- 04 Julia Street Infill Residential (Quadplex Option)
- 05 Myrtle Street Traffic Calming
- 06 Property Improvement Incentives like painting vouchers to enhance neighborhoods

Main Streets are the economic heart of the CRA. Active main streets are indicators of downtown economic health. Main Streets should welcome and excite its patrons thru events, partnerships, and a diverse retailing environment. Programs and partnerships to bring feet to the street and assist small business investment.



## 02 Support the Main Streets

### Capital Improvements

- Parking on Canal / Flagler
- 3rd Avenue and North Causeway Streetscapes
- Drainage issues on Flagler
- Gateway Enhancements
- Wayfinding Signage to better identify the historic main streets, neighborhoods, BFMC, and key cultural destinations

### Policy

- Design Standards/Code Revisions
- Bonus Densities Program
- Streamline Development Approval Process and Assistance
- Support strategic property redevelopment
- Consider future use of FEC Property
- Support Main Street Activities and Promote 'Best Practices' retailing
- Support Comprehensive Wayfinding / Signage

### Investment Facilitation

- Incentives Program including Cash and Loan Subsidy
- Strategic Partnering / Incentives for key parcels
- Fund a Main Street Coordinator
- Market Available Sites
- Increased Façade Grant activity – outreach to 'quiet' sites

### Marketing and Events

- Outreach to BFMC, Condos and Hospitality re Events
- Develop the 'Circle' geography (Canal-Flagler AIA-SR44 with visible iconography, streetscap and a comprehensive calendar of activities with clear funding sources and responsible parties.
- Develop a 'Buy Local' Program for CRA Businesses
- Recruit key businesses / uses that can act as a regional draw

Well organized and funded package of events, programs, services and incentives within a visually identifiable "New Smyrna Circle" geography



Wherever you buy local products, you support the economy in our city. To help local business, visit buylocalorlando.net and create your own business list. If you're already a business, you can be the first to get the local products you need to grow your business.

The Buy Local Orlando initiative is a voluntary initiative of local businesses that must be purchased in the form of purchase. This can be done online.

For questions, please call 407.242.2167 or visit buylocalorlando.net



### Procedures

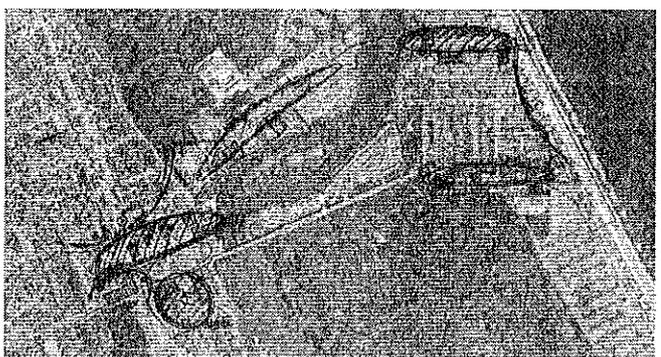
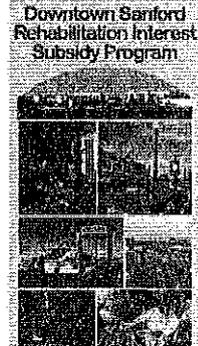
The City will approve the program for the CRA, including the conditions to be performed. It will be done within the program year. It is approved by the CRA Board, the CRA will then issue a notice approving the program subject to the CRA's review and approval.

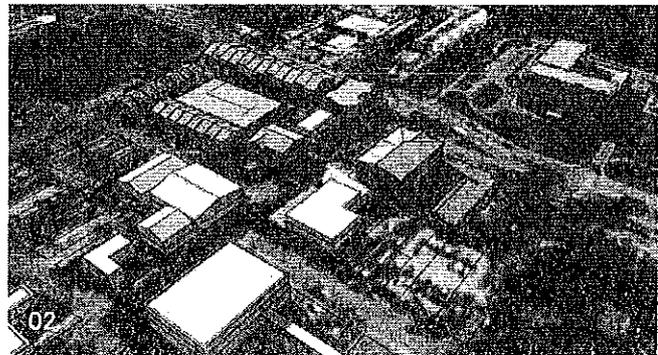
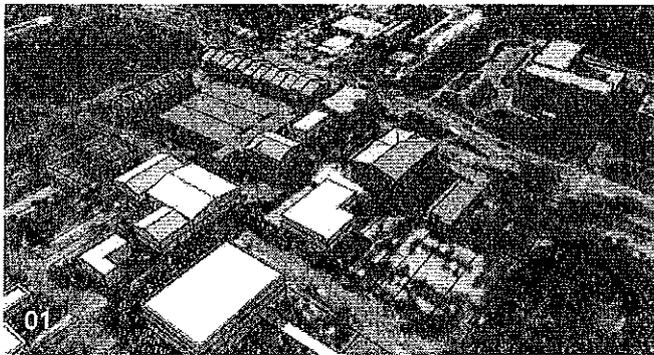
Once the CRA is approved the applicant will submit the CRA to the CRA. The CRA will be subject to review and the CRA will be subject to approval as per the CRA's review and approval of the CRA.

The CRA will be subject to the CRA's review and approval of the CRA.

### An example of how the program will work

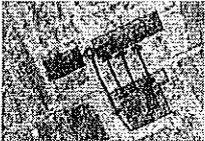
A business owner needs to be a member of the CRA. A business owner needs to be a member of the CRA. The CRA will offer a loan subsidy of \$10,000. The CRA will offer a loan subsidy of \$10,000. The CRA will offer a loan subsidy of \$10,000.





- 01 Volusia County site redevelopment (Mixed use)
- 02 Volusia County site redevelopment (Mixed use with structured parking)
- 03 Pennysaver site (Residential over Retail)
- 04 Conceptual Canal Street redevelopment (Pennysaver site)

Healthcare Districts provide for community well-being and are significant economic engines. Bert Fish Medical Center is an important employment and industry base located downtown. Healthcare Districts need infrastructure for related medical development and continued investment from practicing physicians.



### 03 Create a Healthcare District

#### Capital Improvements

- District Branding w Signage and Wayfinding
- Sidewalk and Crossing Enhancements to calm traffic and improve walkability
- Andrews and Palmetto Enhancements and Infrastructure
- SR 44 Crossing Improvements
- Parking Garage (Andrews or Live Oak) with a mixed use project

#### Policy

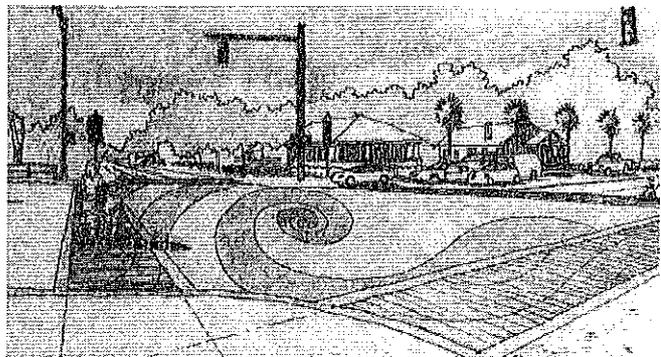
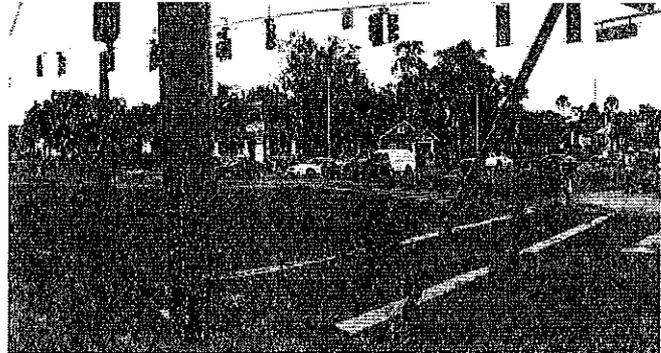
- Design Standards/Code Revisions
- Streamline Development Approval Process and Assistance
- Strategic/Regular 'Directors' meetings with BFMC
- Support strategic property and Medical Office redevelopment
- Support / Recruit teaching opportunity
- Support downtown residential, including ALF Senior Housing
- Approval process 'dream team'
- Support eventual relocation of Smith Street backup utilities
- Support nearby Hotel uses

#### Investment Facilitation

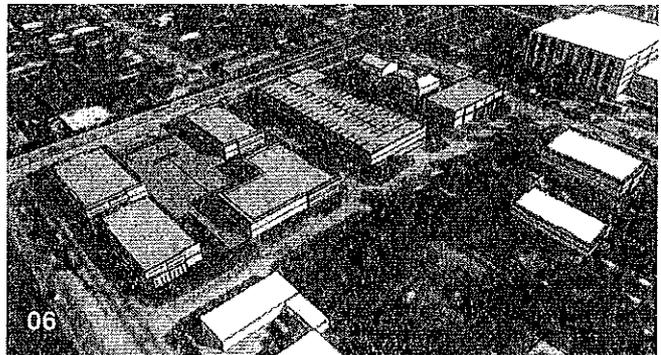
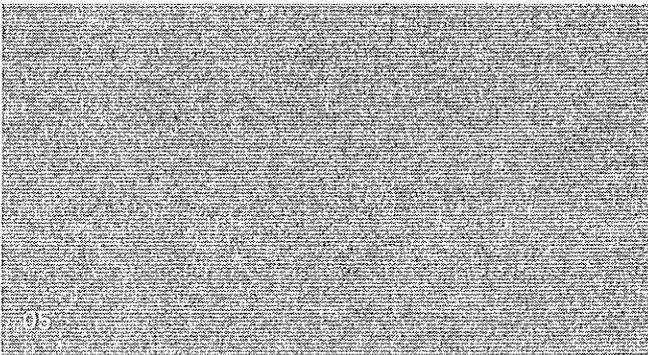
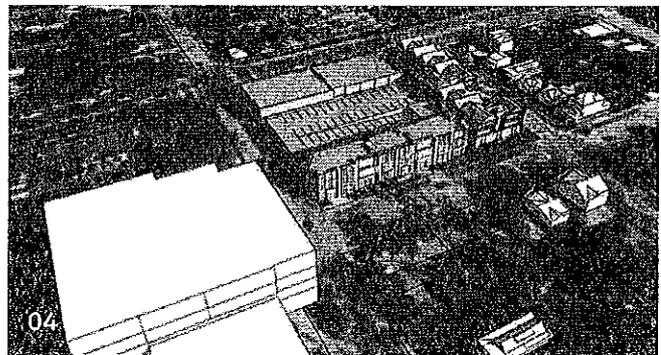
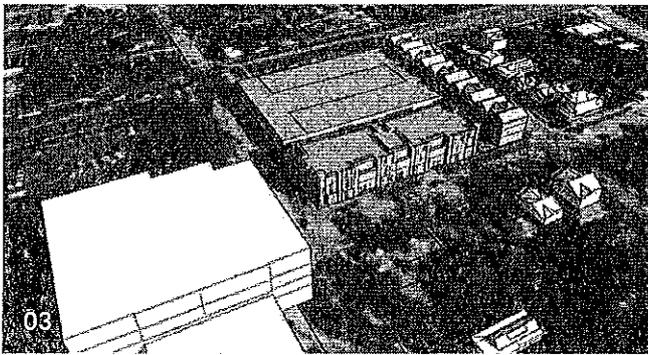
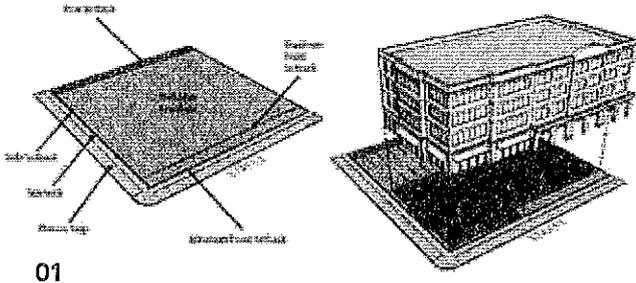
- Incentives Program for Residential and Medical Office
- Strategic Partnering / Incentives for key parcels

#### Marketing and Events

- Special opportunities for BFMC employees, patients or visitors
- District signage / branding
- Promote Healthy Living at NSB – 'Healthiest Beach Community'
- Outreach to Doctors re investment opportunities / needs



SR44 and Palmetto intersection pedestrian crossing enhancements



- 01 Building Design Standards
- 02 Canal Street Merchants Vendors Fair at Bert Fish Medical Center
- 03 Bert Fish Medical Center mixed use infill with parking structure
- 04 Bert Fish Medical Center mixed use infill with parking structure and liner building retail uses
- 05 Medical District Gateway signage
- 06 Medical Office infill development

New Smyrna Beach is a major beach-side tourism destination. Embracing this through economic development, signature events, and marketing will enhance the viability of the Main Streets. Promoting the “Charm”, means maintaining and enhancing the offerings to potential visitors.



## 04 Broaden the Tourism Market

### Capital Improvements

- Landscape / Branding of the Loop Geography
- Potential Utility Upgrades if needed
- Assist with Parking Capacity
- Wayfinding on the ‘Loop’
- Street / Gateway improvements at Canal/44 and 3rd Atlantic

### Policy

- Design Standards/Code Revisions
- Streamline Development Approval Process and Assistance
- Support strategic Hotel property redevelopment with minimized neighborhood impacts
- Consider Hotel / Height near the beach
- Consider Hotel uses for Flagler, AoB, Canal sites

### Investment Facilitation

- Incentives Assistance with Assembly and/or Impact Fees

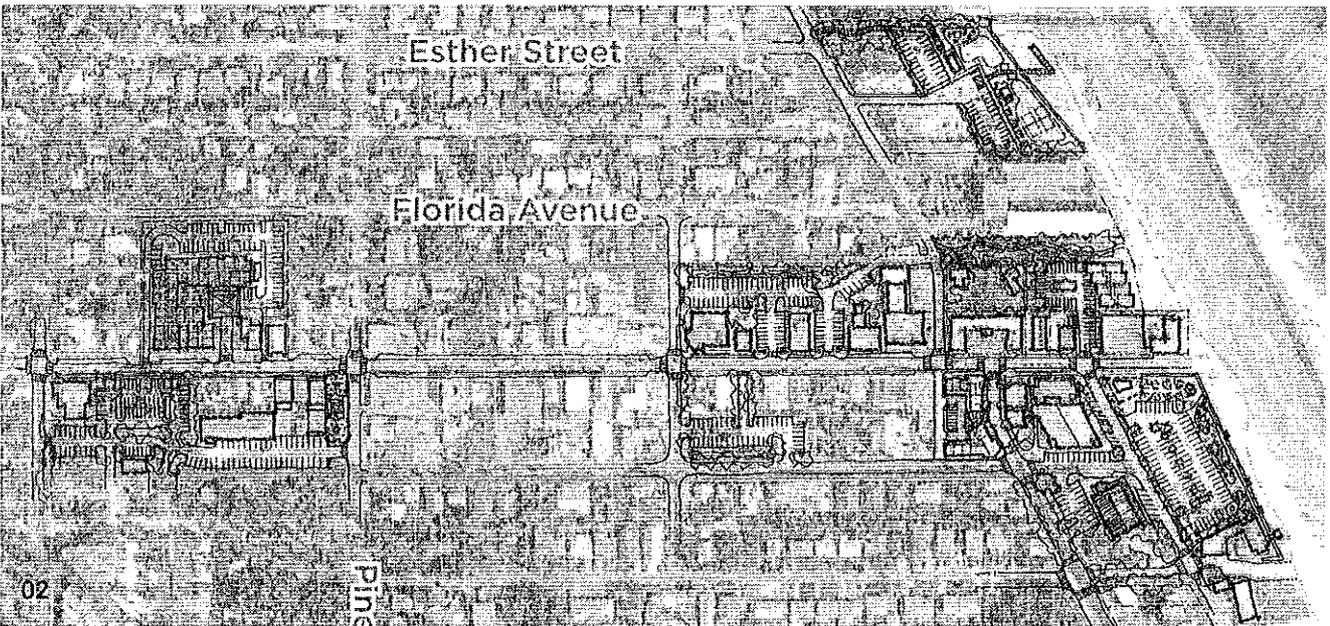
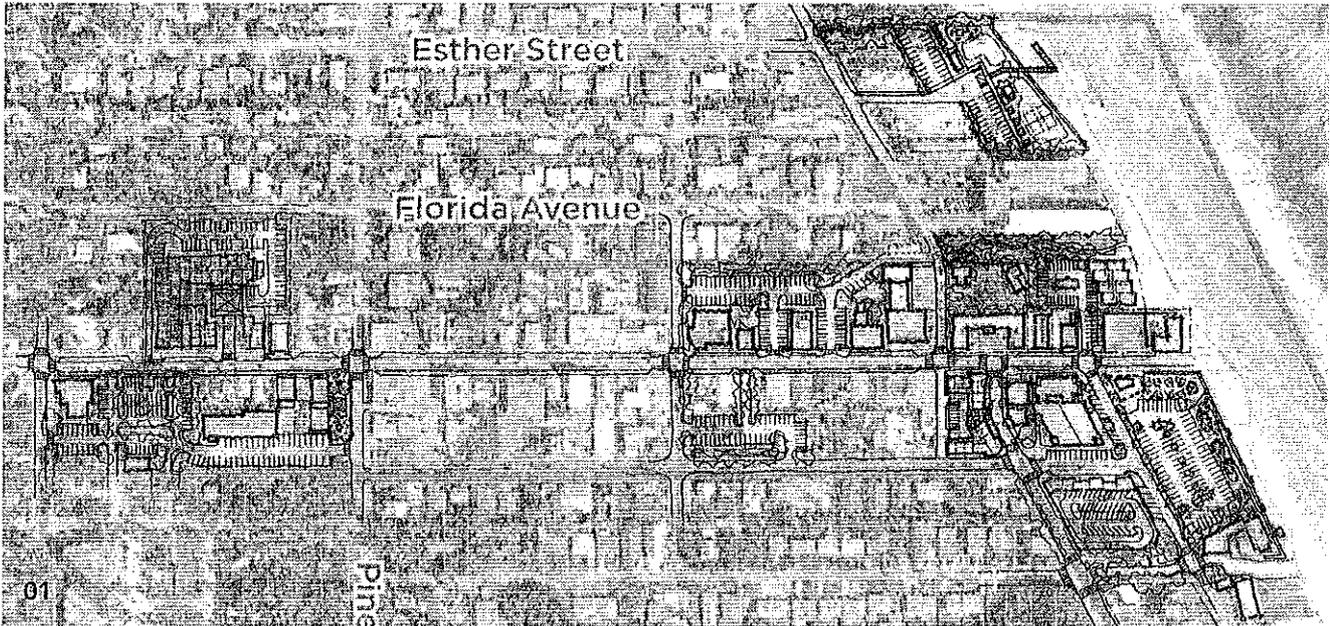
### Marketing and Events

- Outreach to Hospital Visitors
- Outreach to Family rentals via events, activities, programs
- Special opportunities for BFMC employees, patients or visitors
- District signage / branding
- Outreach to Doctors re-investment opportunities / needs

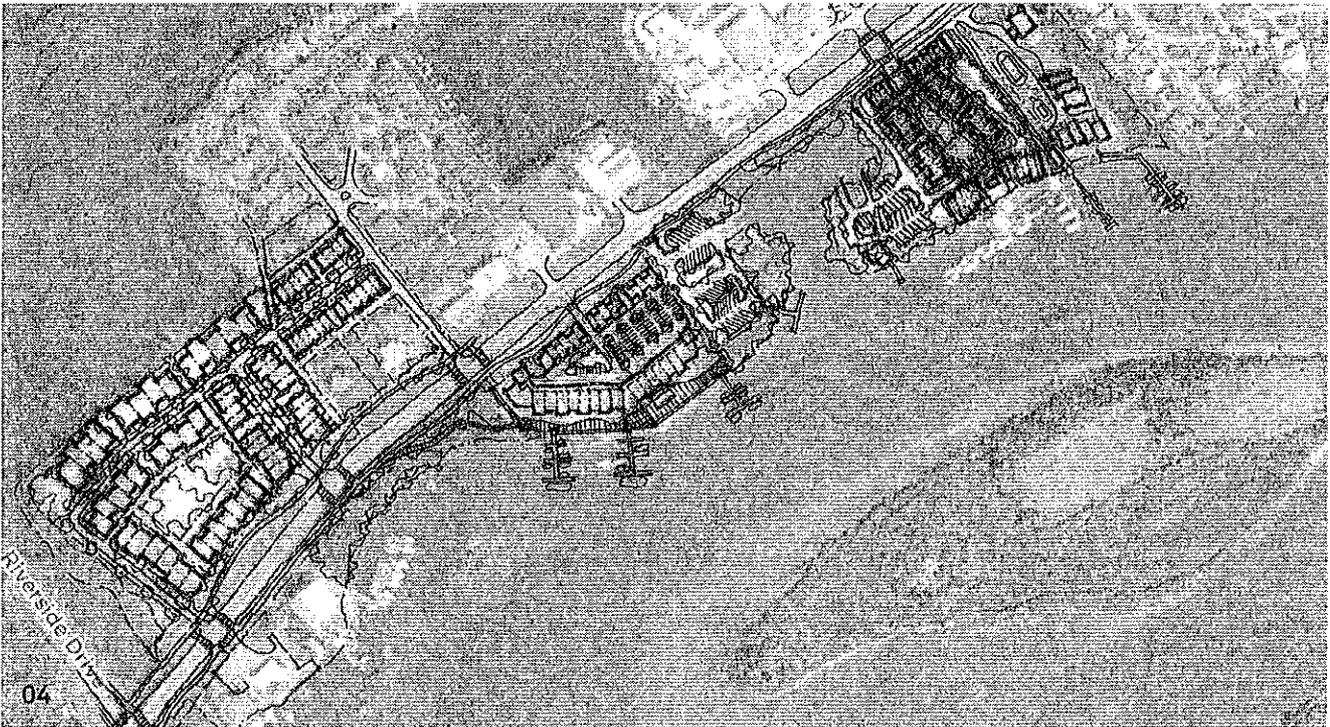
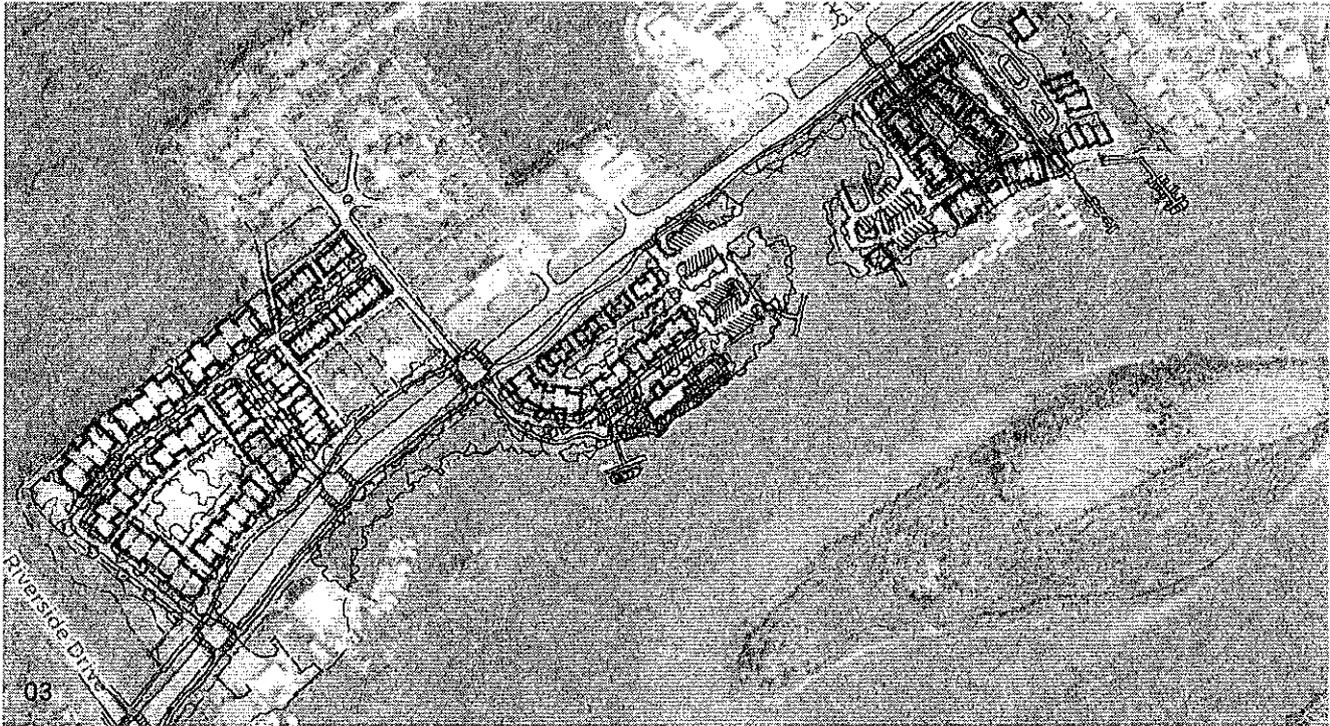
In order to expand the tourism “net”, the following recommendations are provided :

- Attract “Flag” Hotel to provide more short-stay / high turnover visitor accommodations to support singles / couples who typically employ a higher discretionary spending at restaurants and retail establishments
- Increase permanent and temporary residents to support retail and services
- Market key opportunity sites for redevelopment
- Consider modifying regulatory policies to incentivize high quality tourist related development and establish design standards to ensure development form is consistent with the character of New Smyrna Beach
- The mission is not to significantly alter New Smyrna Beach’s status as a family oriented destination, but to carefully broaden its offerings to a wider audience

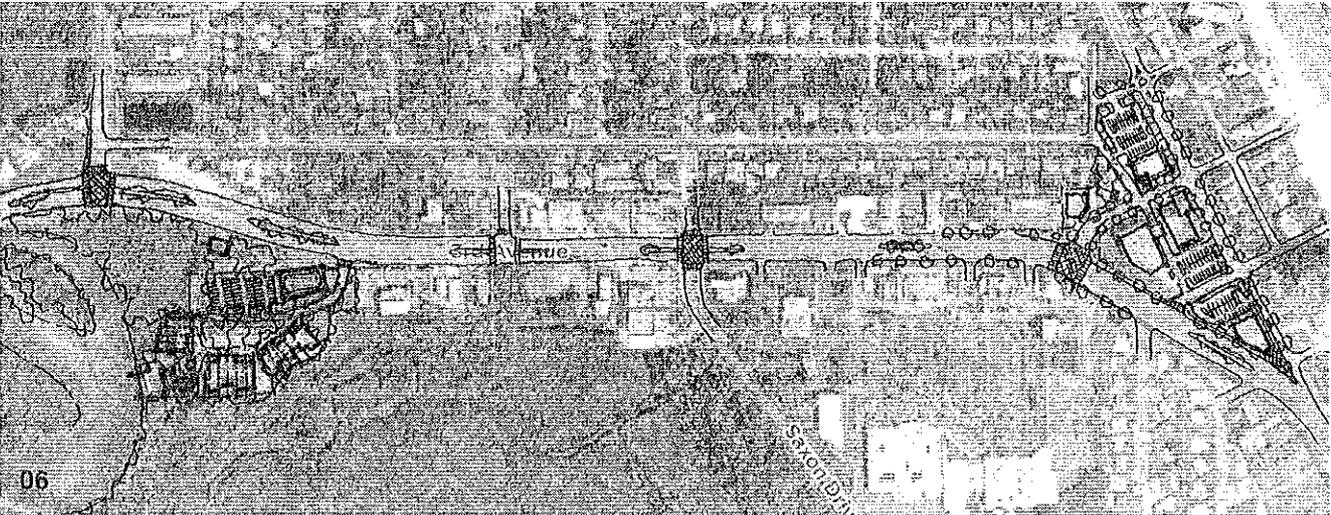
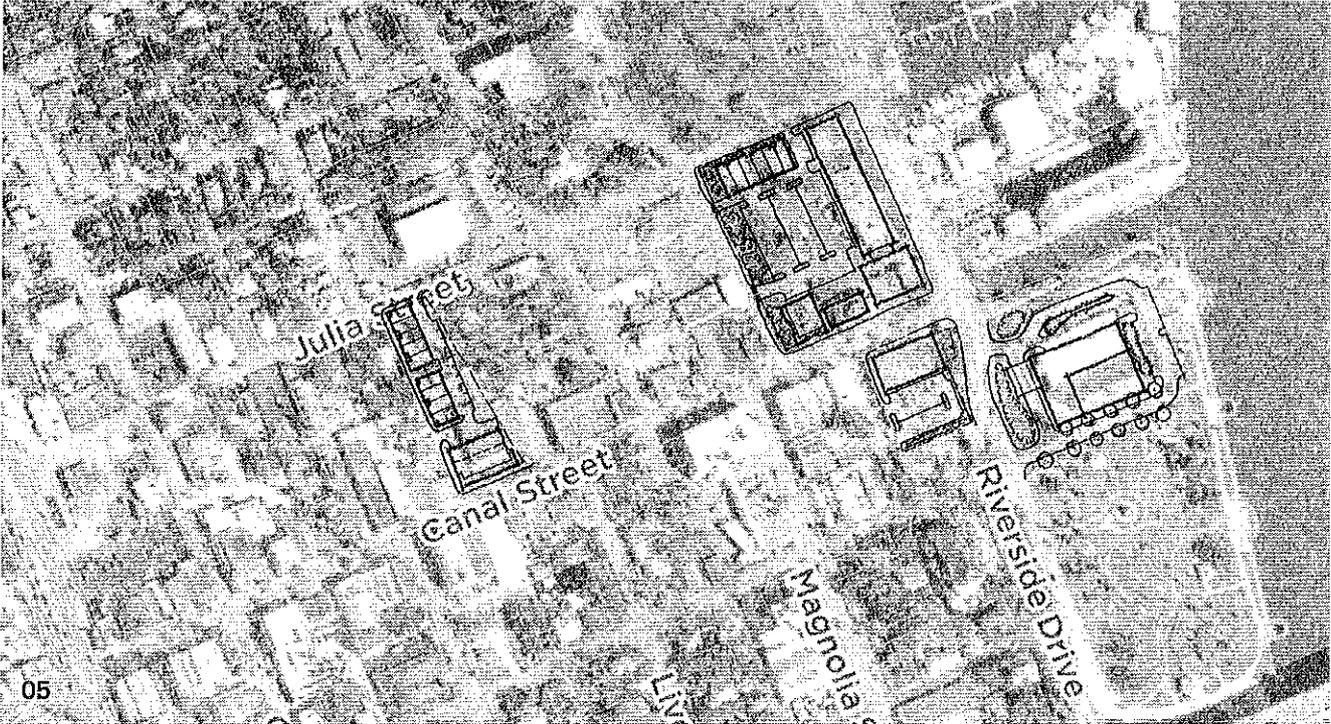
The Design Team identified and studied potential development scenarios (i.e. Residential, Hotels and Mixed use) on key opportunity sites within the "New Smyrna Beach Circle". These include Flagler Boardwalk Park, Flagler Avenue, North Causeway administrative office building site, Brannon Center, Volusia County site, Pennysaver site, 3rd Avenue Winn Dixie site as well as other sites within the CRA.



- 01 Conceptual Flagler Avenue enhancements
- 02 Conceptual Flagler Avenue enhancements with Flagler Boardwalk Park structured parking



- 03 Conceptual North Causeway enhancements (Townhome option)
- 04 Conceptual North Causeway enhancements (Hotel option)



05 Conceptual Canal Street enhancements  
 06 Conceptual 3rd Avenue corridor enhancements

Active places require recreational amenities to compliment the residential and retail areas. Enhancements to the CRA's blue and green infrastructure infuse character and sense of place throughout the community.



## 05 Enhance the Green and Blue Infrastructure

### Capital Improvements

- Flagler Avenue Parking Improvements
- Seawall and Boardwalk Park Enhancements
- Esther Street Park drainage and parking
- Potential Marina / Boardwalk Expansion w cleared views to water
- Streetscape / Bike Lane Striping on key roads
- Enhance the 'Loop' Brand identity / trail system

### Policy

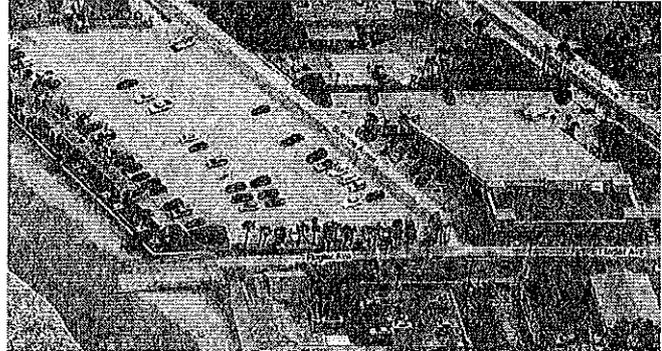
- Consider Parking Fees at Public Boat Ramp
- Consider other nominal parking fees
- Increase maintenance / staff for CRA parks/streets
- Consider expansion / public access at Marina and AoB redevelopment
- Maintain Water Taxi – possible increased tie-up / access at Riverfront Park
- Collaborate with County on new/consolidated lifeguard Beach safety station and restrooms
- Consider an Arts overlay District with incentives

### Investment Facilitation

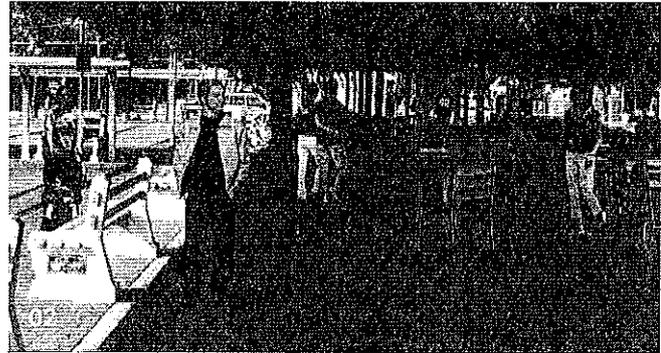
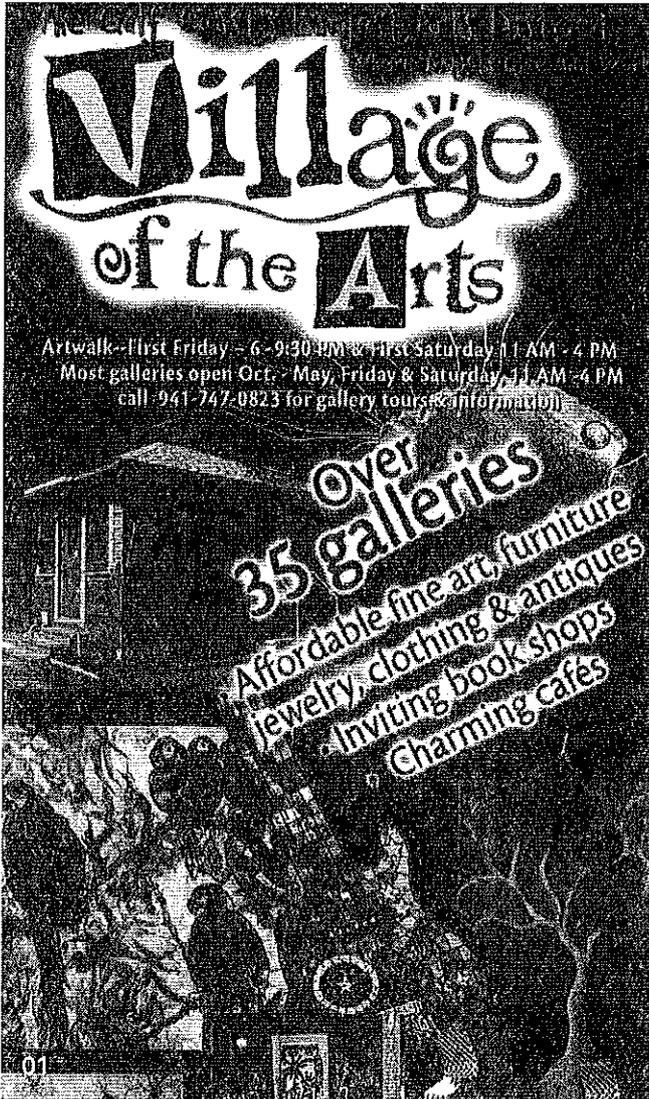
- Incentives Assistance with Assembly and/or Impact Fees

### Marketing and Events

- Increased events and promotion of New Smyrna as healthiest community thru biking, running, boating, fishing, surfing, ecotourism
- Promote the Arts in New Smyrna with Events and Promotions



Flagler Boardwalk Park,  
Festival space, restroom/  
lifeguard station and  
parking



- 01 Promotion of the Arts / Arts Overlay District
- 02 Coronado Plaza enhancements
- 03 Enhance and promote cultural facilities
- 04 Encourage bicycle and pedestrian events and activities

Areas can only grow and prosper if the community knows what is there and feels that everything is readily accessible. Connecting the community to the resources of the City and all its Frameworks will spur many direct and indirect benefits.



## 06 Connect the Community

### Capital Improvements

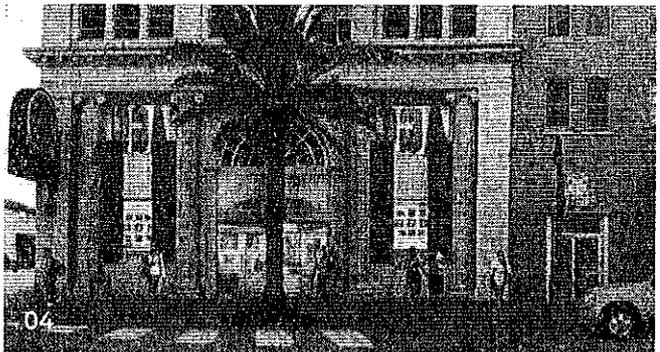
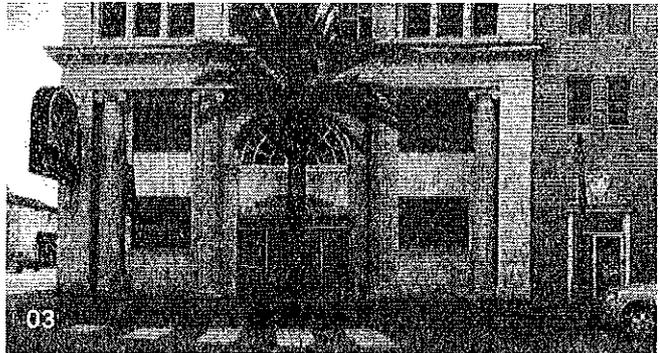
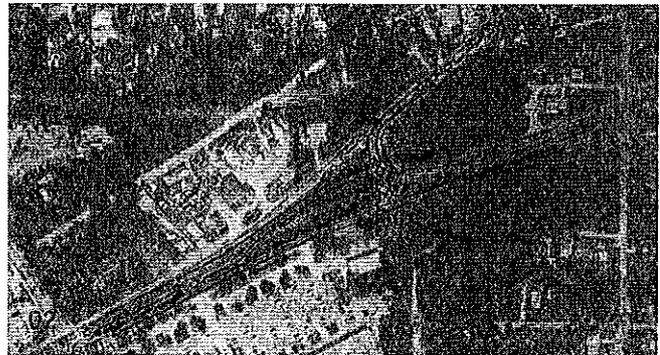
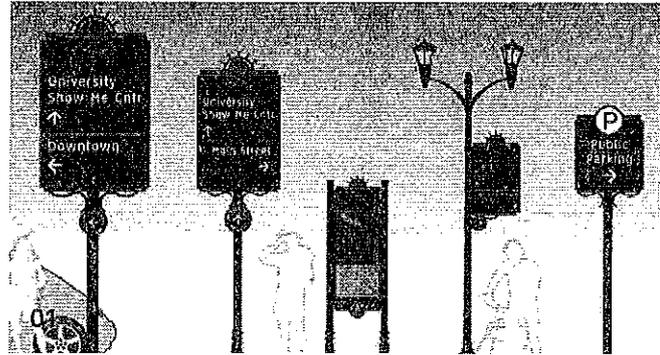
- Wayfinding
- Crossings at SR 44, US1, 3rd Ave, North Causeway
- Sidewalk and Bike Lane Improvements
- Reconfigure Canal / SR 44 split

### Policy

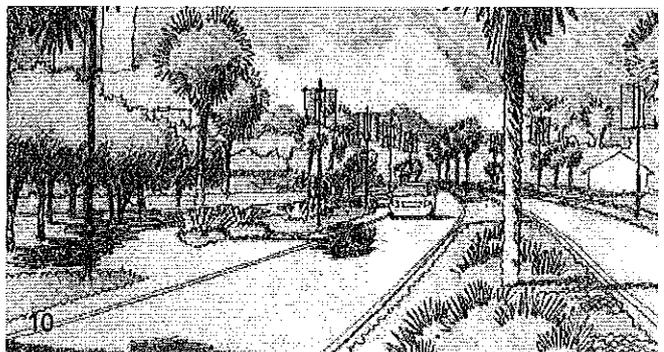
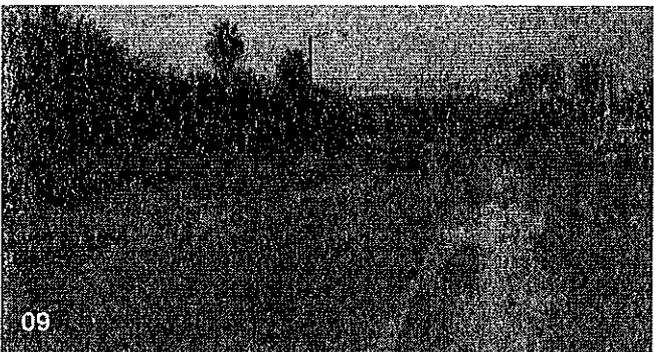
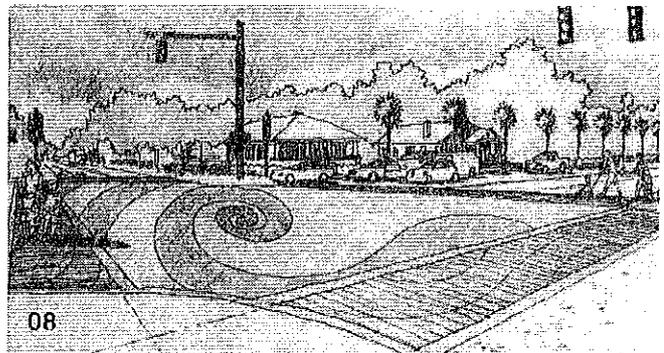
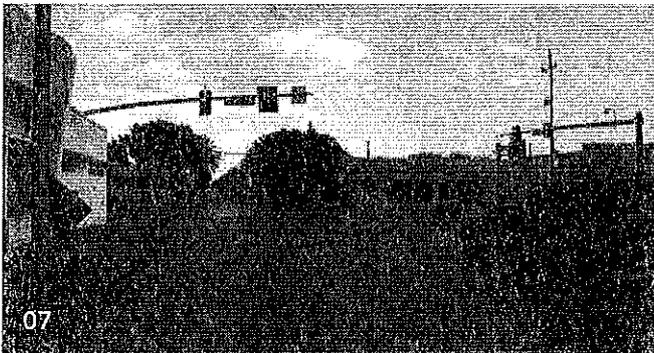
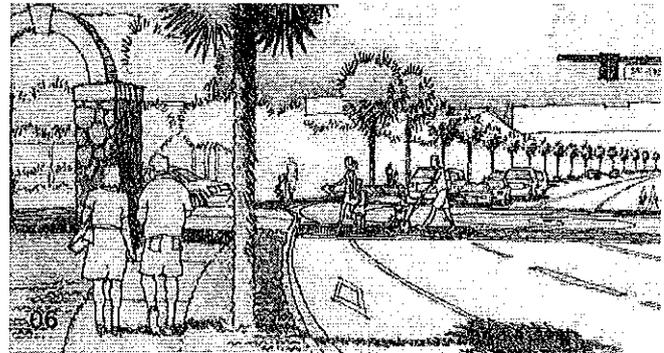
- Consider possibly 'slip' road off of Myrtle / SR 44
- Promote enhancements on Canal west of Myrtle
- Evaluate better use of the water taxi as an ongoing use, possibly privatizing.

### Marketing and Events

- Brand the 'Loop' and conduct Events using that Geography
- Develop a 'Pedicab' or Motorized Jittneys for inexpensive, fun point to point transit (especially in conjunction with Hotel / Restaurants / Beach / Neighborhoods)
- Increase marketing nationally, regionally and locally – especially the local family rentals and seasonal condos.



Connection through partnership. As an example, the CRA and Utilities Commission could work together to enhance the contribution of this important building to the Main Street retailing experience, while preserving this important Downtown employment base and service.



- 01 Comprehensive District signage and wayfinding
- 02 SR44 has diverted away from Canal Street. Modifications to emphasize Canal Street and slip lane as well iconic gateway feature into Downtown New Smyrna Beach
- 03 Utilities Commission enhancements : Before
- 04 Utilities Commission enhancements : After
- 05 3rd Avenue Gateway enhancements : Before
- 06 3rd Avenue Gateway enhancements : After
- 07 West Canal Street and US 1 enhancements : Before
- 08 West Canal Street and US 1 enhancements : After
- 09 North Causeway enhancements : Before
- 10 North Causeway enhancements : After

**Compilation:****Building Recommendations toward a Prioritized Action List**

Following the collection of design ideas and strategic recommendations for each Framework area, the master planning team began assembling all the ideas for evaluation by the City Commission and CRA Board. All the recommendations for Capital Improvements, Policy, Investment Facilitation and Marketing/Events were compiled into a master list. In many cases, a given recommendation (such as wayfinding signage or refined design standards) appeared as necessary to more than one of the Frameworks. Therefore, the composite list was presented to the Commission and CRA Board with several evaluation points including: Relevance to one or more Frameworks; Partnership potential, matching/leveraging potential; potential economic/fiscal impact; Feasibility for Implementation. The composite list of Recommendations is listed below.

**Capital Improvements****(existing budgeted and funded projects)**

Redevelopment Plan Update  
West Canal Streetscape/Drainage South Orange  
Streetscape/Parking  
533 Canal Street  
Historic Restoration Program  
Coronado Civic Center  
Mary Avenue Streetscape  
Flagler Avenue Boardwalk  
North Atlantic Avenue Improvements  
Riverside Park Seawall/Lighting

**(potential projects for prioritization)**

Flagler Avenue Boardwalk Park and Parking  
Medical Services District Improvements  
Flagler / Jessamine Parking  
Canal Street Parking  
Washington Street Improvements  
Cormeth Parking  
Esther Street Park and Parking  
North Causeway Landscape Image Enhancements  
Canal Street Utility Underground  
Mainland Splash Park  
Signage/Wayfinding throughout CRA  
3rd Avenue Gateways  
Annual Budget Misc Beautification  
Streetscape Canal Residential Neighborhoods  
SR 44 Intersection Crossing Treatments (6)  
Medical District Parking  
SR 44 & West Canal Street Gateway  
Transit Subsidy (Motorized Jitneys?)  
Water Taxi Subsidy  
Myrtle Avenue Traffic Calming  
Myrtle Avenue Infrastructure Project

Washington Street Business Incubator  
3rd Avenue Corridor Landscaping / Palms  
Volusia County Administration Site  
Marina/Boardwalk expansion

**Investment Facilitation**

Development Assistance (per year)  
Development Incentives (per year)

**Policy & Partnerships**

Arts Overlay District  
Planning / Engineering Studies  
Housing Program Participation  
Form-Based Code/Design Standards  
Enhanced Code Enforcement/Policing  
Streamlined Development Approval Process  
Outreach to BRMC regarding strategic projects  
Outreach to County regarding strategic projects

**Marketing & Promotion**

Main Street Coordinator (events funded per year)  
Public Art (funded per year)  
Economic Development Coordination

- Marketing of Available Sites
- Enhanced Business Recruitment
- Development Approval Assistance

Brand the "New Smyrna Circle" CRA geography  
Consistent Marketing of NSB  
Promote Eco-tourism Market  
Promote "Healthy Living" marketing  
Promote Cycling, Fishing and Surfing  
Promote Arts Community  
Market CRA incentive programs

### **New Programs and Policies for the New Smyrna Beach CRA**

As stated in this report, one of the key findings of the master planning effort is the need to develop more dynamic programs and policies to both facilitate and assist future investment while leveraging existing activities. In short, bricks and mortar capital projects are not enough on their own to achieve the CRA goals established in the original Finding of Necessity or realize the objectives outlined in this plan. Therefore, the master planning process compiled benchmark comparison information of successful activities employed by peer CRA's to assist redevelopment. These collateral examples and case studies are included in the Appendix.

For the purpose of establishing an Action List, it was deemed important to provide a candidate list of Incentive programs and Policy Collaboration employed other CRA's that would be relevant to New Smyrna Beach. The following lists of activities are deemed suitable and appropriate for consideration for inclusion in Programs that should be developed for the CRA. In order to budget for these elements, several communities (including Kissimmee, Lakeland and Sanford) were benchmarked for funding allocation towards these endeavors. When the CRA has more fully designed its Programs, the budgets may be fine tuned to match. However, it was deemed significant that when all the potential 'Action Items' were prioritized, the development and implementation of new Policies and Programs received strong support and top level ranking from both the City Commission and CRA Board.

#### **Development Incentives/Assistance Programs**

##### **Candidate Tools designed to provide flexible assistance for prospective investment**

- Impact Fee Assistance
- Matching Façade, Sign and Building Revitalization Grants
- "Dark" Window Replacement Grants
- Landscape Improvement Grants
- Local Consulting Services Reimbursement
- TIF Rebates
- CRA Low/No Interest Loans
- CRA Deferred Interest Loans
- Redevelopment/Development Assistance
- Paint Vouchers
- Conversion to Owner Occupancy
- Live Where You Work Grant
- Public Service Housing Assistance
- Business Relocation Assistance
- Water Taxi Subsidy
- Myrtle Avenue Traffic Calming
- Myrtle Avenue Infrastructure Project

#### **Policy / Partnership Activities**

##### **Additional Collaboration / Development opportunities and ideas**

- City/CRA Wayfinding Partnership
- Collaboration with County on Lifeguard station/maintenance building
- Collaboration with County on County Administration site
- Property Redevelopment
- Penny Saver Redevelopment Assistance
- Brennan Center Redevelopment (long term)
- Collaboration with Habitat for Humanity
- Community Land Trust (some funds from CRA)
- NSB Banking Consortium
- FEC Railroad Property Development Facilitation
- Create a "Buy Local" Program"
- Strategic Meetings with Hospital
- Strategic Meetings with Utilities Commission
- Hospitality Investment
- Maintenance Staff
- Graduated Density Bonuses
- Downtown Residential Infill Policy
- Expedited Approval Processing, simplified Building permit services processes
- Support Senior Housing
- Replace Smith Street facility

### **Implementation Strategy**

The compilation of projects recommended by the Glatting Jackson / AECOM team was assembled as a list of implementation initiative recommendations for consideration in capital improvement planning and budgeting. The list composes a “menu” of projects and an initial budgeting framework which is foreseen as a precursor to further detailed design and planning.

The initial list of projects was reviewed and prioritized by both the CRA Board and the City Commission during a joint workshop. The CRA Board and staff has fine-tuned this initial project prioritization list and prepared a draft budget for review and approval that has reconciled project overlaps, created the new ‘programs’, and will fund the projects prioritized by the joint CRA Board/City Commission workshop.

The CRA Board stated during the workshop that it has to be an important initiative of the City to continue the CRA past 2015 in partnership with the County and the Hospital in order to continue providing programs and projects that enhance the economic vitality of the City of New Smyrna Beach. The full economic potential of the CRA area will not be realized in the next five years, particularly given the current market downturn, the extent of the remaining opportunities that the Area has at its disposal and the ongoing need for partnership and leadership to realize those opportunities.

### **CRA Budget**

In order to understand the general budget parameters for the remainder of the CRA (2010 thru 2015), the current and estimated CRA budget funding table (presented below) was included in the project prioritization exercise. The existing CRA funds and a very conservative estimate of future CRA funds, which utilizes a declining taxable revenue forecast for the next two years, establishes the total CRA funding of approximately \$26 million dollars thru the year 2015.

## Current and Estimated CRA Budget Funding

CURRENT & ESTIMATED CRA BUDGET FUNDING	ESTIMATED TOTAL COST
Current CRA Funds (2009 Ending Balance plus 2010 revenues)	\$16,100,907
Estimated Future CRA Funds (2011-2015)	\$9,835,309
<b>Funding Subtotal</b>	<b>\$25,936,216</b>
Existing CRA Admin/Operating (2010-2015)	\$4,751,892
Existing CRA Debt Service/Transfers (2010-2015)	\$2,737,602
Existing Budgeted and Designed Capital Projects (Obligated CRA funding and in progress / final design)	\$6,229,299
<b>Approximate Estimated Available Funds Through 2015</b>	<b>\$12,217,423</b>

1. The current annual CRA administrative and operational budgets were used to estimate the total remaining CRA administrative and operation expenses. These figures include approximately \$175k in annual programs (Façade Improvement and other grants) which may be re-allocated to the expanded incentives, marketing/promotion and partnerships initiatives in the new budget. Therefore, the final 'available remaining funds' may be reflected as a larger number in the final budget summary.

2. Additional fixed costs included funded CRA projects that are currently under construction or significantly designed. The total obligated CRA costs (administrative + operating + capital) are estimated at approximately \$14 million dollars thru the year 2015.

The result is a little over \$12 million dollars in available funding remaining for new programs and capital projects. It is important to note that this amount is simply an order of magnitude amount based upon several assumptions and moving parts. It is likely that the CRA may generate more revenue than anticipated in this exercise or that programs are not utilized to the extent funded and therefore reallocating this money to other proposed projects.

### Action / Priorities Matrix

The following table summarizes the results of the project prioritization discussion at the joint City Commission and CRA Board meeting and identifies potential funding sources. Using the initial ranking of the scored prioritization projects, the group identified their highest and lowest priorities using "A" as the highest priorities, "B" as medium priorities, and "C" as the lowest priorities. The new 'programs' were ranked as the first three priorities. These programs will consist of a menu listing of initiatives related to incentivizing redevelopment and developed by the CRA Board and staff.

A Strategic Funding Plan was prepared by RMPK funding which summarized potential funding opportunities, timing, example projects, and priority funding strategies for specific projects identified in the New Smyrna Beach CRA Master Plan. These potential funding opportunities may provide financial assistance for projects mostly through grants, similar to the Environmental Protection Agency (EPA) Brownfield Grant awarded to the CRA for environmental site assessment. RMPK's complete Strategic Funding Plan is provided in the appendices of this report.

## New Smyrna Beach Master Plan Implementation

Priority	Recommendation	Description	Magnitude Cost	Potential Funding Sources (Other Notes in Parentheses)
<b>Capital Improvements</b>				
A	Flagler Avenue Boardwalk Park	Replacement of existing structure with more natural landscaping and hardscape elements, seawall modifications, parking lot reorganization, and open-air event space.	\$2,00,000	CPI, LWCF, FRDAP, RTP, Florida Urban Forest Health Initiative (FUFHI), American Dermatology Academy (ADA)
A	Signage and Wayfinding	Branded and strategic signage and user wayfinding system throughout the CRA	\$500,000	
A	Cormeth Parking	Coordination and creation of shared-parking lot on Cormeth property	\$200,000	EECBG, FUFHI
A	Washington Street Business District	Development of a business incubator and programs for local startup businesses	\$300,000	EECBG, CDBG, EDA, RTP, FUFHI, Transportation Enhancement Program
A	Washington Street Improvements	Streetscape and landscape improvements, parking lane(s), - Riverside Dr to Myrtle Ave	\$2,00,000	
A	North Atlantic Avenue Improvements	Drainage improvements to address flooding issues	\$150,000	
A	Esther Street Park	Oceanfront park, retention, # parking, recreation and restroom facilities	\$1,200,000	CPI, LWCF, Florida Recreation Development Assistance Program, ADA
A	Medical Services District Improvements	Streetscaping, traffic calming, pedestrian safety, landscaping improvements on key streets	\$1,000,000	
A	Flagler Avenue Parking	Additional public parking in the Flagler Ave area (Acquisition & development)	\$1,000,000	EECBG, FUFHI
B	North Causeway Improvements	Streetscape improvements, landscape improvements	\$700,000	
B	Gateway Landscaping & Beautification	Annual sidewalk, lighting and trees, street crossing improvements for CRA gateway corridors	\$250,000	U&CF, OTTED, Florida Urban Forest Health Initiative
B	SR 44 Crossing Treatments	Intersections of Myrtle, Live Oak, Palmetto, Peninsula, Saxon/Horton, & Atlantic Ave	\$750,000	
B	Medical District Parking	Assistance with surface or structured parking with BFMC	\$1,000,000	
B	Riverside Park Seawall / Lighting	Existing seawall refurbishment and enhanced lighting	\$400,000	LWCF, Waterways Assistance (FIND)
B	Streetscape Canal Neighborhoods	Pedestrian lighting, safety, connectivity and circulation improvements	\$1,000,000	TEP, Highway Beautification Program, Florida Urban Forest Health Initiative
B	Canal Street Parking	Additional public parking in the Canal Street area	\$1,500,000	EECBG, Florida Urban Forest Health Ini.
B	Myrtle Avenue Infrastructure Project	Streetscaping, traffic calming (mini-circles), connectivity	\$500,000	
<b>Development Assistance &amp; Incentives</b>				
A	<i>Example Initiatives are provided in Section 5, Frameworks for the Future</i>	CRA Board and staff should prepare a budget package of incentive initiatives utilizing the comparables provided in this document and appendices that support this Frameworks for the Future.	\$2,500,000 (\$500,000 per year)	
<b>Policy &amp; Partnerships</b>				
A	<i>Example Initiatives are provided in Section 5, Frameworks for the Future</i>	CRA Board and staff should seek to collaborate with other agencies to leverage CRA funding, hold strategic meetings with key investment stakeholders, and seek to modify regulatory policy to facilitate development activities.	\$750,000 (\$150,000 per year)	
<b>Marketing &amp; Promotion</b>				
A	<i>Example Initiatives are provided in Section 5, Frameworks for the Future</i>	CRA Board and staff should seek to collaborate with other agencies to leverage CRA funding, hold strategic meetings with key investment stakeholders, and seek to modify regulatory policy to facilitate development activities.	\$750,000 (\$150,000 per year)	

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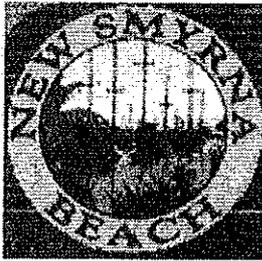
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# CITY OF NEW SMYRNA BEACH STRATEGIC FUNDING PLAN



Prepared by RMPK Funding

  
**RMPK  
FUNDING**

## **Table of Contents**

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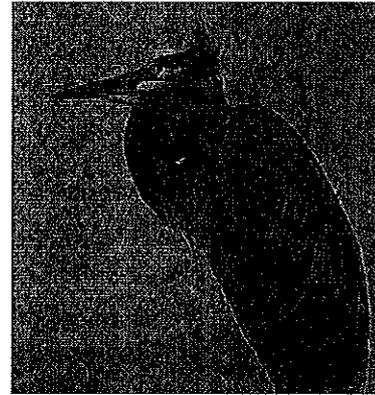
Glossary of Funding Opportunities	1
Funding Opportunities Calendar	18
Maximizing Funding Opportunities	19
Project Examples	20
Priority Project Funding	26



# Glossary of Funding Opportunities

Organized alphabetically by program name, the following reference tool presents details on a variety of funding opportunities. These grantor organizations periodically re-evaluate and reconfigure specifics involved with their programs which may result in changes to the information in this document. Matching fund requirements are presented as a ratio. The first number refers to the percent of the project costs that will be funded by the grantor. The second number represents the local match required of the grant applicant.

<u>PROGRAM</u>	<u>PAGE</u>
Florida Urban Forest Health Initiative	2
State Energy Efficiency Grant Program	3
Hazard Mitigation Programs	4
Cultural Facilities Program	4
Economic Development Administration (EDA)	5
ARRA Firefighters Station Construction Grant (SCG)	5
Florida Forever Program (FCT)	6
Florida Recreation Development Assistance Program (FRDAP)	6
Highway Beautification Program	7
Public Library Construction Grant	7
Land & Water Conservation Fund (LWCF)	8
Lowe's Neighborhood Grant	8
Recreational Trails Program (RTP)	9
American Dermatology Academy Grants	9
Transportation Enhancement Program (TEP)	10
Urban & Community Forestry (U&CF)	10
Broadband Technologies Opportunities Program	11
Water Project Grant Program	11
HUD Capital Fund Grant	12
Florida OTTED Program	12
USTA Public Facilities	13
MLB Tomorrow Fund	13
Florida Clean Energy Grant	14
Community Development Block Grant	14
Waterways Assistance (FIND)	15
Historic Preservation Special Category	15
Florida Boating Improvement Program	16
Coastal Partnership Initiative (CPI)	16
Florida Boating Infrastructure Program (Big P)	17



## Florida Urban Forest Health Initiative

<b>Granting Agency</b>	Florida Department of Agriculture and Consumer Services 407 South Calhoun Street - Mayo Building, Room SB-8 Tallahassee, FL 32399-0800
<b>Website</b>	<a href="http://www.fl-dof.org">www.fl-dof.org</a>
<b>Description</b>	<p>The purpose of the Florida Forest Health Initiative is to improve the overall health of community forests by providing grants to local governments and non-profit groups.</p> <p>Eligible projects and activities:</p> <ul style="list-style-type: none"><li>- Tree Planting Projects: on city or county owned lands, either within or in proximity to developed areas.</li><li>- Remedial Pruning: to improve health of existing publicly owned trees and treatments such as soil aeration to improve trees stability and nutrient uptake.</li><li>- Removal of Hazardous Trees: removal and eradication of non-native, unhealthy and hazardous plantings.</li></ul>
<b>Funding Available</b>	\$1.4 million
<b>Grant Amount</b>	\$24,000 (max)
<b>Match Requirements</b>	No Match is required.
<b>Application Deadline</b>	February 12, 2010

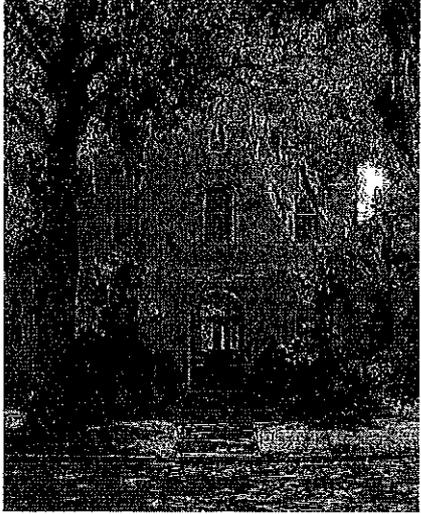
## State Energy Efficiency Grant Program

<b>Level of Funding</b>	STATE
<b>Granting Agency</b>	Florida Energy & Climate Commission Executive Office of the Governor 600 South Calhoun Street, Suite 251 Tallahassee, Florida 32399-1300 Phone: 850.487.3800 Energy@eog.myflorida.com
<b>Website</b>	myfloridaclimate.com
<b>Description</b>	DOE provides financial assistance to units of local governments (and State-recognized Indian tribes) that are not formula-eligible entities to implement programs that contribute to meaningful and sustainable market transformation (are broadly replicable and scalable and/or bring a significant benefit to other units of local government and State-recognized Indian tribes through the successful execution of an outcome or deliverable), highly leverage DOE Financial assistance to achieve significant energy and cost savings and create jobs, result in a new or innovative approaches to the purposes of the EECBG program which are to reduce fossil fuel emissions, reduce total energy use and increase energy efficiency and are capable of being financially self-sustaining beyond the funding period.
<b>Funding Available</b>	\$18.6 million
<b>Grant Amount</b>	Category 1: may not exceed 10% of \$12.4 million (\$1.24 million) Category 2: small counties (< 50,000) and small cities (<15,000) may not exceed \$250,000
<b>Match</b>	No match is required.
<b>Application Deadline</b>	February 12, 2010

## Hazard Mitigation Programs

Level of Funding	FEDERAL
Granting Agency	FEMA
Website	<a href="http://www.fema.gov">www.fema.gov</a> or <a href="http://www.floridadisaster.org">www.floridadisaster.org</a>
Description	<p>Pre-Disaster Mitigation Program, Hazard Mitigation Grant Program, Flood Mitigation Assistance Program, Repetitive Flood Claims Program, Severe Repetitive Loss Programs.</p> <p>These competitive grants fund the implementation of cost-effective hazard mitigation activities prior to disasters that will reduce risk to people and property.</p>
Match Requirement	25%
Application Deadline	Fall 2010

## Cultural Facilities

Level of Funding	STATE	
Management Agency	Florida Division of Cultural Affairs 500 South Bronough Street Tallahassee, FL 32399-0250	
Website	<a href="http://www.florida-arts.org">www.florida-arts.org</a>	
Description	This program provides financial support for the renovation, construction or acquisition of cultural facilities. These facilities refer to buildings which shall be used primarily for the programming, production, presentation or exhibition of any of the cultural disciplines such as music, dance, theater and the arts.	
Grant Amount	\$500,000 maximum award	
Match	1 : 2	
	Up to 50% of applicant's match can be from in-kind services. The balance of the cash match may be cash receipts for expenditures made toward the project, including purchase of building or site if the site was specifically acquired for the project. The time limit for claiming such expenditures is a maximum of 5 years prior to the application deadline.	

## Economic Development Administration (EDA)

<b>Granting Agency Website</b>	US Department of Commerce (EDA) www.eda.gov
<b>Match Requirement Funding Available</b>	Variable \$216,927,37
<b>Description</b>	Public Works investments to support the construction or rehabilitation of essential public infrastructure and facilities necessary to generate or retain private sector jobs and investments, attract private sector capital & promote regional competitiveness, including investments that expand and upgrade infrastructure to attract new industry, support technology-led development and accelerate new business development.

## ARRA Firefighters Station Construction Grant (SCG)

<b>Funding Opportunity</b>	The Department of Homeland Security's ARRA Assistance to Firefighters Fire Station Construction Grant (SCG) will provide financial assistance to build new or modify existing fire stations to enhance response capability and protect the community from fire-related hazards. The main goal of this competitive grant is to help fire departments meet their firefighting and emergency response needs. Applications may include multiple projects.
<b>Application Deadline</b>	Friday, July 10, 2009 tentative
<b>Match Requirements</b>	No matching funds are required.
<b>Award Period of Performance</b>	3 years
<b>Maximum Grant Amount</b>	\$15,000,000 per award \$5,000,000 per project
	Eligible expenses within fire stations to be built or modified under SCG: <ul style="list-style-type: none"> <li>• Building construction</li> <li>• Environmental assessment</li> <li>• Building site preparation, including demolition, if necessary</li> <li>• Design, planning, and engineering expenses incurred *after* award</li> <li>• Expenses necessary to comply with the most current edition of NFPA 1500</li> <li>• Expenses necessary to comply with the locally adopted building, fire, plumbing, mechanical and electrical codes</li> <li>• Sprinklers or other fire and protection systems</li> <li>• Vehicle exhaust extraction systems</li> <li>• Decontamination areas</li> <li>• Space for training (up to 600 square feet)</li> <li>• Space for gender-segregated sleeping</li> <li>• Gender-segregated restrooms</li> <li>• Space for exercise equipment</li> <li>• Kitchens, Kitchen appliances</li> <li>• Dining/eating area</li> <li>• ADA compliance</li> <li>• Gear racks, storage and shelving for gear/equipment</li> <li>• Internet cabling</li> <li>• Energy conservation systems</li> <li>• Renewable energy for HVAC and power systems</li> </ul>

## Florida Forever Program (FCT)

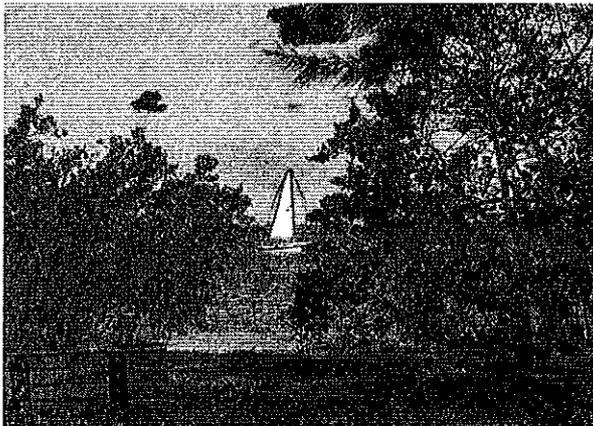
<b>Level of Funding</b>	STATE
<b>Management Agency</b>	Florida Communities Trust (FCT) Florida Department of Community Affairs 2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100
<b>Website</b>	<a href="http://www.FloridaCommunityDevelopment.org/fct">www.FloridaCommunityDevelopment.org/fct</a>
<b>Description</b>	The Florida Communities Trust is a state program that provides grants for the acquisition of land for community-based parks, open-spaces and greenways that further the outdoor recreation and natural resource protection needs identified in local government comprehensive plans.
<b>Eligible Projects</b>	<ul style="list-style-type: none"> <li>• Properties to be purchased</li> <li>• Land purchases of properties that have been acquired in the 24-month period prior to the application deadline</li> </ul>
<b>Grant Amount</b>	\$6.6 million maximum
<b>Matching Funds</b>	<ul style="list-style-type: none"> <li>• Communities with less than 10,000 – No required match</li> <li>• Communities with more than 10,000 - 75:25 (Projects with higher matches are awarded additional points.)</li> </ul>

## Florida Recreation Development Assistance Program

<b>Level of Funding</b>	STATE
<b>Management Agency</b>	Florida Department of Environmental Protection Division of Recreation and Parks 3900 Commonwealth Boulevard, MS 585 Tallahassee, FL 32399-3000
<b>Website</b>	<a href="http://www.dep.state.fl.us/parks/oirs">www.dep.state.fl.us/parks/oirs</a>
<b>Description</b>	The Florida Recreational Development Assistance Program (FRDAP) provides grants for the acquisition or development of recreational facilities. Applicants may submit up to two applications for up to \$200,000 each during the funding cycle. Each agency may only have a total of three active projects, including any applications being submitted.
<b>Grant Amount</b>	\$200,000 maximum
<b>Match</b>	<p>Matching funds can be in the form of cash, the value of undeveloped land and in-kind services. Matching requirements include the following:</p> <ul style="list-style-type: none"> <li>• Grants up to \$50,000 - no match requirement</li> <li>• Grants more than \$50,000 and up to \$150,000 - 75:25</li> <li>• Grants over \$150,000 - 50:50</li> </ul>

## Highway Beautification

<b>Level of Funding</b>	STATE
<b>Management Agency</b>	Florida Highway Beautification Council Florida Department of Transportation 605 Suwannee Street, MS 37 Tallahassee, FL 32399
<b>Website</b>	<a href="http://www.dot.state.fl.us">www.dot.state.fl.us</a>
<b>Description</b>	This program provides funding for landscaping and other roadway beautification projects on federal or state roadways.
<b>Grant Amount</b>	\$300,000
<b>Match</b>	1:1 recommended



## Public Library Construction Grants

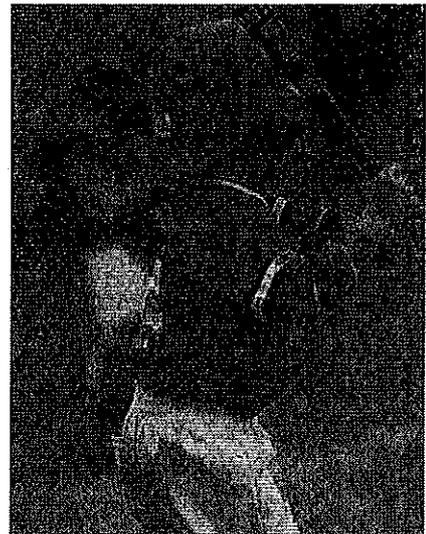
<b>Management Agency</b>	Bureau of Library Development, Florida Department of State
<b>Description</b>	The Florida Department of State, through the Bureau of Library Development, Division of Library and Information Services, provides state funding for the development of public libraries including the following: construction of new buildings, acquisition of buildings, expansion or remodeling of existing libraries or buildings to be used as a new library.
<b>Grant Amount</b>	\$10,000-\$50,000
<b>Match</b>	One to one
<b>Min. Project Size</b>	3,000 square feet
<b>Fund Eligible Uses</b>	Architectural services, acquisition of land, new construction, expansion, remodeling, site preparation (including the provision of parking spaces), engineering costs and legal fees directly related to library construction; initial or fixed equipment including information and building technologies, video and telecommunications equipment, machinery, utilities, and built-ins and enclosures or structure necessary to house them.

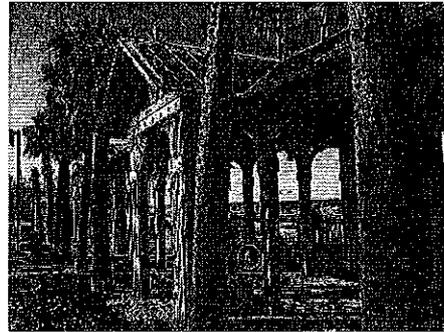
## Land & Water Conservation Fund (LWCF)

Level of Funding	FEDERAL
Management Agency	Florida Department of Environmental Protection Division of Recreation and Parks 3900 Commonwealth Boulevard, MS 585 Tallahassee, FL 32399-3000 <a href="http://www.dep.state.fl.us/parks/oirs">www.dep.state.fl.us/parks/oirs</a>
Website	
Description	<p>The U.S. Department of the Interior provides funds, administered by the Florida Department of Environmental Protection (DEP), for the acquisition or development of recreational facilities.</p> <p><u>Acquisition:</u> An acquisition project approved for funding must be acquired within one year of the effective date and must be developed for public use within in three years of completion of acquisition.</p> <p><u>Development:</u> Grantees have up to three years to complete project elements. Eligible facilities include picnic areas, trails, pools, ball fields, courts for tennis, basketball and volleyball, playgrounds, and boating and fishing features. Associated support facilities such as lighting, parking, restrooms, concessions, and landscaping are eligible, but may not account for more than 50% of the project cost.</p>
Grant Amount	\$200,000 maximum
Match	1 : 1

## Lowe's Neighborhood Grants

Level of Funding	PRIVATE
Management Agency	Lowe's Home Improvement Warehouse Stores Local Stores
Website	<a href="http://www.lowes.com">www.lowes.com</a>
Description	Lowe's Home Improvement Warehouse stores play a positive role in improving its communities by providing funds that benefit neighborhood beautification projects, educational programs and community resources such as parks and safety programs.
Grant Amount	varies





## Recreational Trails Program (RTP)

<b>Level of Funding</b>	FEDERAL
<b>Management Agency</b>	Alexandra Weiss, Greeways & Trails Coordinator Florida Department of Environmental Protection 3900 Commonwealth Blvd., MS 795 Tallahassee, FL 32399-3000
<b>Website</b>	<a href="http://www.floridagreenwaysandtrails.com">www.floridagreenwaysandtrails.com</a>
<b>Description</b>	The U.S. Department of Transportation, through Florida Department of Environmental Protection, funds projects that construct, renovate or maintain recreational trails, trailheads and trailside facilities.
<b>Grant Amount</b>	\$200,000 for mixed-use and non-motorized trail projects \$510,000 for motorized trail projects
<b>Match</b>	50:50, 60:40 or 80:20 (Higher match results in additional points.)

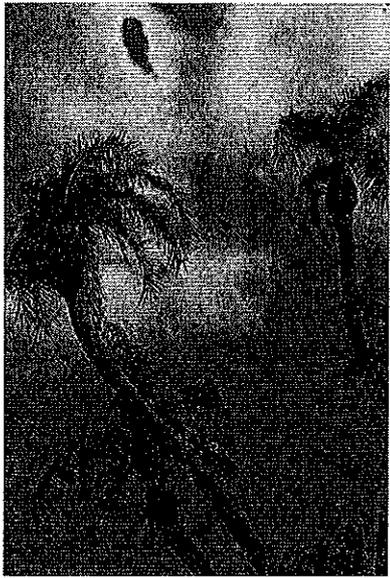
## American Dermatology Academy Grants

<b>Level of Funding</b>	Non-Profit
<b>Management Agency</b>	American Academy of Dermatology 930 E. Woodfield Road Schaumburg, FL 60173
<b>Website</b>	<a href="http://www.ada.com">www.ada.com</a>
<b>Description</b>	Funding to develop shade structures in high-use public areas. Concentration on facilities that serve children and seniors
<b>Grant Amount</b>	\$500 - \$8,000
<b>Match</b>	50%

## Transportation Enhancement Program (TEP)

<b>Level of Funding</b>	STATE
<b>Management Agency</b>	Department of Transportation, MS 37 605 Suwannee Street Tallahassee, FL 32399-0450
<b>Website</b>	<a href="http://www11.myflorida.com/emo/">www11.myflorida.com/emo/</a>
<b>Description</b>	The Florida Department of Transportation, through regional Metropolitan Planning Organizations, provides funding to local governments for transportation projects such as:
<b>Project Examples</b>	<ul style="list-style-type: none"> <li>● Facilities for pedestrians and bicycles</li> <li>● Safety and educational activities for pedestrians and cyclists</li> <li>● Acquisition of scenic easements and scenic or historic sites scenic or historic highway programs</li> <li>● Landscaping and other scenic beautification rehabilitation and operation of transportation buildings, structures or facilities (including historic railroad facilities and canals)</li> <li>● Preservation of abandoned railway corridors (including "rails-to-trails")</li> <li>● Control and removal of outdoor advertising</li> </ul>
<b>Grant Amount</b>	\$500,000
<b>Match</b>	80:20

## Urban & Community Forestry Grants

<b>Level of Funding</b>	STATE	
<b>Management Agency</b>	Charles Marcus Division of Forestry Florida Department of Agriculture and Consumer Services 3125 Conner Boulevard, Suite R Tallahassee, FL 32399-1650	
<b>Website</b>	<a href="http://www.fl-dof.com/forest_management/cfa_urban_grants.html">www.fl-dof.com/forest_management/cfa_urban_grants.html</a>	
<b>Description</b>	The Division of Forestry provides grants to develop or enhance their urban and community forestry programs. Supplemental grants have responded to the loss of trees due to hurricanes.	
<b>Example Projects</b>	<ul style="list-style-type: none"> <li>● Tree ordinances, tree inventories, management plans, master plans</li> <li>● In-house training, staffing, student internships</li> <li>● Tree planting, tree protection and maintenance projects</li> <li>● Educational programs, Arbor Day programs</li> <li>● Developing brochures and purchasing exhibits</li> </ul>	
<b>Grant Amount</b>	\$10,000-\$25,000	
<b>Match</b>	50:50	

## ARRA Broadband Technology Opportunities Program (BTOP)

Level of Funding	Federal
Application Deadline	Spring 2010
Match Requirements	20%
Available Funds	\$4.7 billion
Max Grant Amount	amount specified
Award Period	All awards under BTOP must be made no later than September 30, 2010.
Description	<p>The Broadband Technologies Opportunities Program (BTOP), established by the National Telecommunications and Information Administration (NTIA), will provide competitive grants for projects that achieve the following goals:</p> <ul style="list-style-type: none"> <li>- To provide new access to broadband service for consumers residing in unserved areas of the country</li> <li>- To provide improved or expanded access to broadband services for consumers residing underserved areas of the country</li> <li>- To provide broadband access, education, awareness, training, equipment and support to community anchor institutions such as schools, libraries and medical facilities or agencies serving vulnerable populations including low-income, unemployed and aged or job-creating strategic facilities located in state or federally designated economic development areas</li> <li>- To improve access to and use of broadband service by public safety agencies</li> <li>- To stimulate the demand for broadband, economic growth and job creation</li> </ul> <p>*BTOP funds are available through 3 categories of eligible projects: Broadband Infrastructure, Public Computer Centers, and Sustainable Broadband Adoption.</p>

## Water Project Grant Program

Level of Funding	STATE
Management Agency	<p>Florida Department of Environmental Protection          Bureau of Water Facility Funding          3900 Commonwealth Blvd.          Tallahassee, FL 32399</p>
Website	<a href="http://www.dep.state.fl.us">www.dep.state.fl.us</a>
Description	<p>This program funds drinking water, wastewater, stormwater, surface water restoration and other water management projects. Funding list submitted by the Department of Environmental Protection to the Florida Legislature for appropriation must have legislative sponsor.</p>
Grant Amount	\$50,000-\$3,600,000
Match	Not required but recommended at 50%

## HUD's ARRA Capital Fund Recovery Competitive Grant

Level of Funding	Federal
Application Deadline	Annual
Match Requirements	Match Requirement: 10%
Available Funds	\$1.93 billion
Description	The US Department of Housing and Urban Development's Neighborhood Stabilization Program, established for the purpose of stabilizing communities that have suffered from foreclosures and abandonment, funds local governments' purchase and redevelopment of foreclosed and abandoned homes and residential properties. Grantees must use at least 25 percent of the funds appropriated for the purchase and redevelopment of abandoned or foreclosed homes or residential properties that will be used to house low- and moderate-income individuals or families. Eligible uses include: Establish financing mechanisms for purchase and redevelopment of foreclosed homes and residential properties; Purchase and rehabilitate homes and residential properties abandoned or foreclosed; Establish land banks for foreclosed homes; Demolish blighted structures; Redevelop demolished or vacant properties

## Florida OTTED Program

Level of Funding	State
Management Agency	Office of the Governor The Capital, Suite 2001 Tallahassee, FL 32399 (850) 922-8743
Application Deadline	December 2009
Grant Amount	TB - DNo Maximum Grant Amount
Match Requirement	: 0
	OTTED funding provides local governments financial assistance with a wide range of infrastructure projects such as public gateway, water facilities, downtown improvements and other facilities promoting economic development.

## Florida Clean Energy Grant

Level of Funding	State
Management Agency	Office of the Governor The Capital, Suite 2001 Tallahassee, FL 33399 (850) 922-8743
Application Deadline	December 2009
Grant Amount	TB - DNo Maximum Grant Amount
Match Requirement	0
	OTTED funding provides local governments financial assistance with a wide range of infrastructure projects such as public gateway, water facilities, downtown improvements and other facilities promoting economic development.

## USTA Public Facilities Grant

Level of Funding	Non-Profit
Application Deadline	Throughout year
Match Requirements	20%
Available Funds	Maximum Grant Amount: \$4,000 - \$50,000
Description	The USTA Public Grant Program provides funding for the development and renovation of tennis facilities located in underserved areas. These facilities can include: tennis court construction, renovation, resurfacing, and all other facilities that support increased participation in tennis programs.
	USTA 70 West Red Oak Lane White Plains, NY 10604 (919) 622-7277

## MLB Tomorrow Fund

Level of Funding	Non - Profit
Management Agency	MLB Tomorrow Fund 245 Park Avenue New York, NY 10167
Application Deadline	Oct 1, Jan 1, April 1, July 1
Grant Amount	Maximum Grant Amount: \$50,000
Match Requirement	Match Requirements 50%
	The MLB Tomorrow Fund provides funding for the development and renovation of baseball facilities in underserved areas. All elements directly related to the development of baseball facilities are eligible.

## Florida Clean Energy Grant

<b>Level of Funding</b>	STATE
<b>Management Agency</b>	Florida Department of Environmental Protection 3900 Commonwealth Boulevard Tallahassee, FL 32399-3000
<b>Website</b>	<a href="http://www.dep.state.fl.us">http://www.dep.state.fl.us</a>
<b>Description</b>	The purpose of the Florida Clean Energy Grant Program is: (1) to provide funding for energy efficiency programs, equipment, and market transformation activities that increase the adoption of energy efficient technology and practices in Florida; (2) to provide funding for renewable energy programs, equipment installations, and market transformation activities that increase the generation of energy from renewable resources and consumer demand for renewable energy technology in Florida; and (3) to provide economic development through clean energy projects. Eligible entities include Florida municipalities and county governments, Florida school districts, established for-profit companies licensed to do business in Florida, universities and colleges in Florida, utilities located and operating within Florida, not-for-profit organizations, and State of Florida agencies.
<b>Grant Amount</b>	\$250,000 - \$3,000,000
<b>Match</b>	No match is required

## Community Development Block Grants (CDBG)

<b>Level of Funding</b>	FEDERAL
<b>Management Agency</b>	Florida Department of Community Affairs 2555 Shumard Oak Boulevard Tallahassee, FL 32399
<b>Website</b>	<a href="http://www.floridacommunitydevelopment.org/cdbg/index.cfm">http://www.floridacommunitydevelopment.org/cdbg/index.cfm</a>
<b>Description</b>	Funded through the US Department of Housing and Urban Development, the CDBG funds projects related to housing, neighborhood revitalization, commercial revitalization and economic development. With a program objective to benefit low- and moderate-income persons and address urgent community development needs, this program provides funding to projects such as: <ul style="list-style-type: none"> <li>rehabilitation and preservation of housing</li> <li>water and sewer improvements</li> <li>street improvements</li> <li>economic development activities</li> <li>downtown revitalization</li> <li>parks and recreation projects</li> <li>drainage improvements</li> </ul>

## Waterways Assistance Program (FIND)

Level of Funding	STATE
Management Agency	Florida Inland Navigation District 1314 Marcinski Road Jupiter, FL 33477
Website	www.aicw.org
Description	The Florida Inland Navigation District provides funds to local governments to assist in providing access to and alleviating problems associated with the Atlantic Intracoastal Waterway and associated waterways within the District.
Eligible Projects	<ul style="list-style-type: none"> <li>• Navigation channel dredging, channel markers, navigation signs or buoys</li> <li>• Boat ramps, dock facilities</li> <li>• Fishing and viewing piers, waterfront boardwalks</li> <li>• Inlet management</li> <li>• Environmental education, boating safety programs</li> <li>• Law enforcement equipment</li> <li>• Beach re-nourishment, dredge material management, environmental mitigation and shoreline stabilization</li> </ul>
Grant Amount	\$200,000 maximum
Matching Funds	50:50

## Historic Preservation - Special Category Grant

Level of Funding	STATE
Management Agency	Florida Department of State, Bureau of Historic Preservation 500 S. Bronough Street Tallahassee, FL 32399-0250
Website	www.dhr.dos.state.fl.us/bhp/grants
Description	The Florida Department of State, through its Special Category grants, funds projects that support acquisition and development of historic properties.
Project Examples	<ul style="list-style-type: none"> <li>• Acquisition, preservation, protection, restoration, rehabilitation and stabilization of historical and archaeological sites</li> <li>• Investigation of archaeological sites, photography, the preparation of measured drawings and other records that record historical/archaeological sites and properties threatened with damage or destruction</li> <li>• Planning for eligible Acquisition and Development activities, such as the preparation of plans and specifications</li> </ul>
Grant Amount	\$350,000
Match	50:50

## Florida Boating Improvement Program (FBIP)

Level of Funding	STATE
Management Agency	Fish and Wildlife Conservation Commission 620 S. Meridian St. Tallahassee, FL 32399-1600
Website	<a href="http://myfwc.com/boating/grants/fbip.htm">myfwc.com/boating/grants/fbip.htm</a>
Description	This program funds projects that improve boating access and other boating-related activities on coastal and/or inland waters of Florida.
Project Examples	<ul style="list-style-type: none"> <li>● Boat ramps</li> <li>● Aquatic plant control</li> <li>● Boating Education</li> <li>● Piers, docks and other mooring facilities</li> <li>● Economic development initiatives that promote boating</li> </ul>
Grant Amount	\$200,000
Match	Projects with matching funds are awarded additional points

## Coastal Partnership Initiative (CPI)

Level of Funding	STATE
Management Agency	Florida Department of Environmental Protection Florida Coastal Management Program 3900 Commonwealth Boulevard, MS 47 Tallahassee, FL 32399-3000
Website	<a href="http://www.dep.state.fl.us/cmp/grants/fcpmgrants.htm">http://www.dep.state.fl.us/cmp/grants/fcpmgrants.htm</a>
Description	<p>Funding for planning activities, land acquisition, small construction or capital improvement projects. This grant is designed to support innovative local-level coastal management projects in four program areas:</p> <ol style="list-style-type: none"> <li>1. "Public Access" - This category promotes access to cultural, historical and natural resources along the coast while also working toward protecting coastal environments. Planning for access and small capital improvement projects include: <ul style="list-style-type: none"> <li>● Developing plans for coastal land acquisitions, dune revegetation, nature and canoe trails, riverwalk master plans</li> <li>● Boardwalks, fishing piers and boat ramps</li> <li>● Park facility improvements</li> <li>● Nature and canoe trails</li> </ul> </li> <li>2. "Creating Remarkable Coastal Places" focuses on preserving and protecting sites with exceptional cultural, historical and ecological values such as old time fishing villages, endangered coastal habitats, early tourism destinations and historical lighthouses. Master plans for watershed management, maritime center and other coastal projects are funded through this category. Campaigns to educate the public on protecting natural resources that are unique or endangered are also eligible projects.</li> <li>3. "Working Waterfronts" assists communities with practices necessary to pursue designation of Waterfronts Florida through the Florida Department of Community Affairs.</li> <li>4. "Community Stewardship" is geared toward involving citizens that regularly use coastal resources. Projects that involve citizens in coastal resources management and/or educational activities are funded through this category. Examples of community stewardship opportunities include beach and coastal park clean-up projects, revegetation efforts, volunteer monitoring of natural resources such as water quality or sea turtles.</li> </ol>
Grant Amount	\$15,000-\$50,000
Match	50:50 (in cash or in-kind services)



## Boating Infrastructure Grant Program (Big P)

<b>Level of Funding</b>	FEDERAL
<b>Management Agency</b>	Florida Fish & Wildlife Conservation Commission 620 S. Meridian Street Tallahassee, FL 32399
<b>Website</b>	<a href="http://myfwc.com/boating/grants/bigp.htm">http://myfwc.com/boating/grants/bigp.htm</a>
<b>Description</b>	The United States Fish and Wildlife Service provides funds through the Florida Fish and Wildlife Conservation Commission Boating Infrastructure Grant Program for tie-up facilities for <u>transient recreational boats 26' or longer</u> .
<b>Eligible Projects</b>	<ul style="list-style-type: none"> <li>• Transient slips for these recreation boats</li> <li>• Mooring buoy, day docks, floating docks, safe harbors</li> <li>• Dinghy docks</li> <li>• Fixed piers, fixed and floating breakwaters, retaining walls, bulkheads</li> <li>• Channel markers, buoys, directional information</li> <li>• Support facilities designated for transient recreational boats such as restrooms, pump-out stations, dockside utilities, fueling stations, recycling and trash receptacles</li> <li>• Debris deflection booms</li> <li>• One-time dredging, only to give transient vessels safe channel depth</li> </ul>
<b>Grant Amounts</b>	Grants awards typically range \$15,000-\$1,500,000 (There is no specific minimum or maximum)
<b>Match Requirements</b>	Applicants must provide minimum matching funds of 25%. Additional points are awarded to projects with higher matching funds.

# FUNDING OPPORTUNITIES CALENDAR

The following calendar provides a general timeframe for the application deadlines for various grant programs. These deadlines are not definite as funding programs may change the timing of grant cycles or may not have their programs funded every year.

January	February	March	April
	<ul style="list-style-type: none"> <li>State Energy Efficiency Grant Program</li> <li>Florida Urban Forest Health Initiative Grant</li> </ul>	<ul style="list-style-type: none"> <li>Recreational Trails Program</li> <li>Urban &amp; Community Forestry</li> </ul>	<ul style="list-style-type: none"> <li>Florida Boating Improvement Program</li> <li>ADA Grant</li> <li>Public Library Construction Grant</li> <li>Waterways Assistance (FIND)</li> <li>Community Development Block Grant (CDBG)</li> </ul>
May	June	July	August
<ul style="list-style-type: none"> <li>FL Forever (FCT)</li> <li>Transportation Enhancement (TEP)</li> <li>Land &amp; Water Conservation (LWCF)</li> </ul>	<ul style="list-style-type: none"> <li>Cultural Facilities</li> <li>USTA Public Facilities</li> <li>MLB Tomorrow</li> <li>Broadband Technologies Opportunities Program</li> </ul>	<ul style="list-style-type: none"> <li>AFG Fire Construction Grant</li> </ul>	<ul style="list-style-type: none"> <li>HUD Capitol Fund Grant</li> <li>Historic Preservation Special Category</li> </ul>
September	October	November	December
<ul style="list-style-type: none"> <li>Florida Recreational Development Assistance Program (FRDAP)</li> <li>Economic Development Assistance (EDA)</li> </ul>	<ul style="list-style-type: none"> <li>Coastal Partnership Initiative</li> <li>Boating Infrastructure Grant Program</li> <li>Highway Beautification Program</li> </ul>	<ul style="list-style-type: none"> <li>Greenways and Trails Acquisition Program</li> <li>Water Facilities Grant Program</li> <li>Hazard Mitigation Grant</li> <li>Broadband Technologies Opportunities Program</li> <li>Water Project Grant Program</li> </ul>	<ul style="list-style-type: none"> <li>OTTED Grant</li> <li>EECBG Competitive Grants</li> </ul>

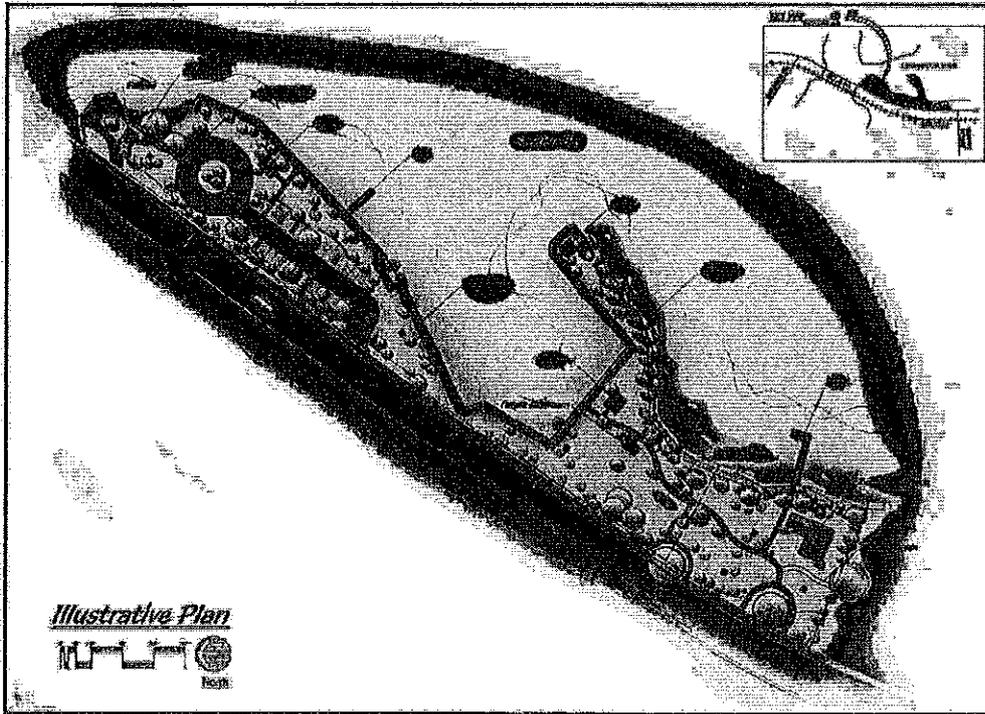
## **“Grant Stacking” - Maximizing Funding Opportunities**

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Utilizing multiple funding sources has become the most effective way of maximizing the amount of funding a community can obtain. “Grant Stacking” allows a project to draw funding from several sources. The idea of “Grant Stacking” refers to grouping grants of varying levels (federal, state and local) to support one project. Careful selection of grants can result in one grant providing the matching funds requirement for another grant and the reciprocal as well. This process can address acquisition and development in phases to best meet a project’s intent and time schedule.

The following project examples demonstrate how this process can be successfully completed.

## Project Example: Waterfront Park



This project received \$2,773,000 in funding. Funding resources were selected to not only meet the needs of the project, but also to match up programs that could supply matching funds for another program. The park is located on a designated bike trail along Route A1A and also a blueway within the Intracoastal Waterway.

### Land Acquisition

2000	Florida Communities Trust	\$1,250,000
2001	Land and Water Conservation Fund	\$150,000
	<b>TOTAL:</b>	<b>\$1,400,000</b>

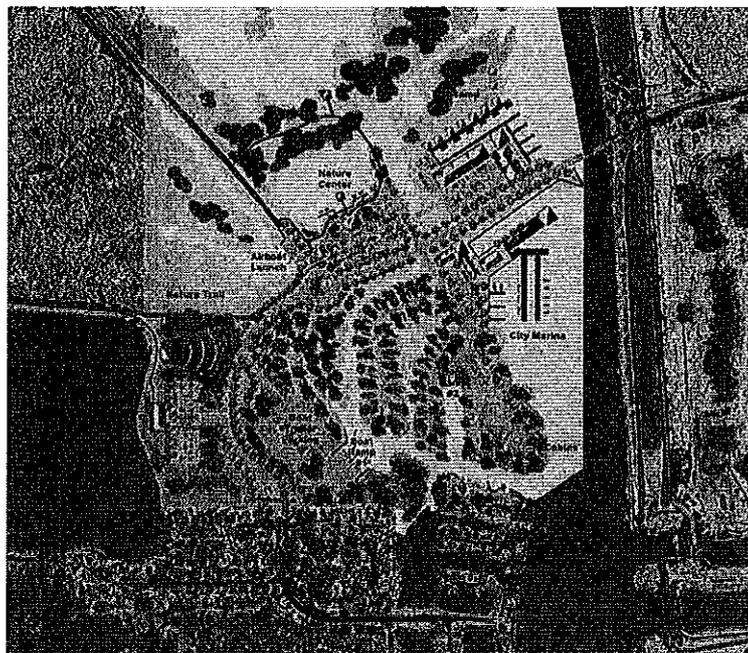
### Land Development - Grants Awarded

2003	Land and Water Conservation Fund	trailhead construction	\$200,000
2003	Exotic Vegetation Program	removal of exotic vegetation	\$8,000
2004	Urban and Community Forestry	native plantings	\$15,000
2005	Loxahatchee River Initiative	site clean up and restoration	\$200,000
2006	Palm Beach County Boating Grant	boating elements	\$250,000
2007	FL Recreation Development Assistance, Phase 1	recreation elements/trailhead	\$200,000
2007	FL Recreation Development Assistance, Phase 2	recreation elements/trailhead	\$200,000
2007	Florida Boating Improvement Grant	blueway access	\$50,000
	<b>TOTAL:</b>	<b>\$1,123,000</b>	

Land Acquisition Grants	\$1,400,000
Development Grants	\$1,373,000
<b>Total:</b>	<b>\$2,773,000</b>

Total Land Acquisition Costs	\$1,800,000
Total Development Costs	\$1,400,000
	<b>\$3,200,000</b>

## Project Example: Eco-Tourism Destination



The development of cultural and recreational attractions such as picnic facilities, campground, trails, boat ramps, amphitheater and a nature center will attract not only local residents, but also eco-tourists.

### Land Development

2002	Land & Water Conservation Fund	park elements; Phase 1	\$200,000
2003	FL Recreation Development Assistance	park elements; Phase 2	\$200,000
2003	Land & Water Conservation Fund	park elements; Phase 3	\$200,000
2003	Exotic Vegetation Program	exotic removal; Phase 1-3	\$50,000
2003	Recreational Trails Program	trails/trailhead; Phases 1 and 2	\$250,000
2004	Urban & Community Forestry	tree plantings; Phase 1-3	\$10,000
2004	FL Recreation Development Assistance	park elements; Phase 4	\$200,000
2004	Exotic Vegetation Program	exotic removal; Phases 4-5	\$35,250
2004	South FL Water Management District	nature center	\$500,000
2004	FL Recreation Development Assistance	park elements; Phase 5	\$200,000
2004	Land & Water Conservation Fund	park elements; Phase 6	\$200,000
2004	Recreational Trails Program	trailead, Phases 3 and 4	\$100,000
2004	Cultural Facilities	trail destination attraction: amphitheater	\$180,930
2004	FL Recreation Development Assistance	amphitheater/park elements	\$200,000
2005	Cultural Facilities	nature center	\$330,000
2005	Hurricane Urban & Community Forestry	park-wide tree plantings	\$37,500
2005	Palm Beach County Grant	landscaping, all phases	\$25,000
2005	Lake Okeechobee Scenic Trail	trail connection to Florida Scenic Trail	\$300,000
2005	Transportation Enhancement Program	On-street and off-street trails; Phases 5 & 6	<u>\$300,000</u>
		Total	\$2,318,680

## Project Example: Urban Park & Trails

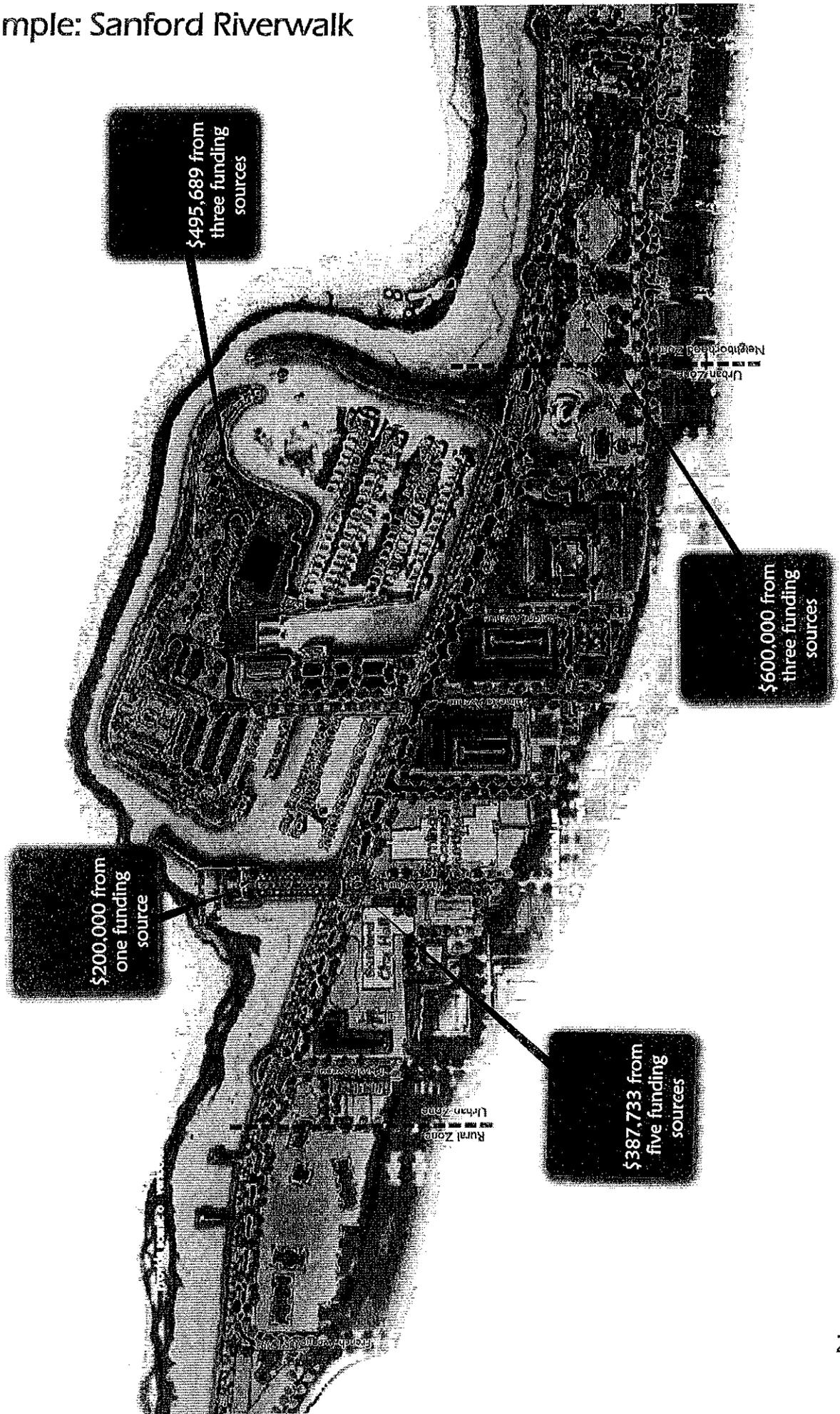
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Urban Recreational Trails can provide a community with both recreational and transportation opportunities. Breaking the park/trail into phases and grouping each phase with elements such as picnic shelters, playgrounds, restrooms, parking and landscaping result in numerous projects geared toward grant funding programs.

Florida Communities Trust	Land Acquisition	\$260,000
Recreation Trail Program	Trail Development (I)	\$200,000
FL Recreation Assistance	Trail/Park Elements (II)	\$200,000
FL Recreation Assistance	Trail/Park Elements (III)	\$200,000
Land & Water Conservation Fund	Trail/Park Elements (I)	\$200,000
Transportation Enhancement Program	Trail Development (II)	\$200,000
Local Exotic Vegetation Program	Exotics Removal	\$35,000
Urban & Community Forestry	Trees	\$30,000

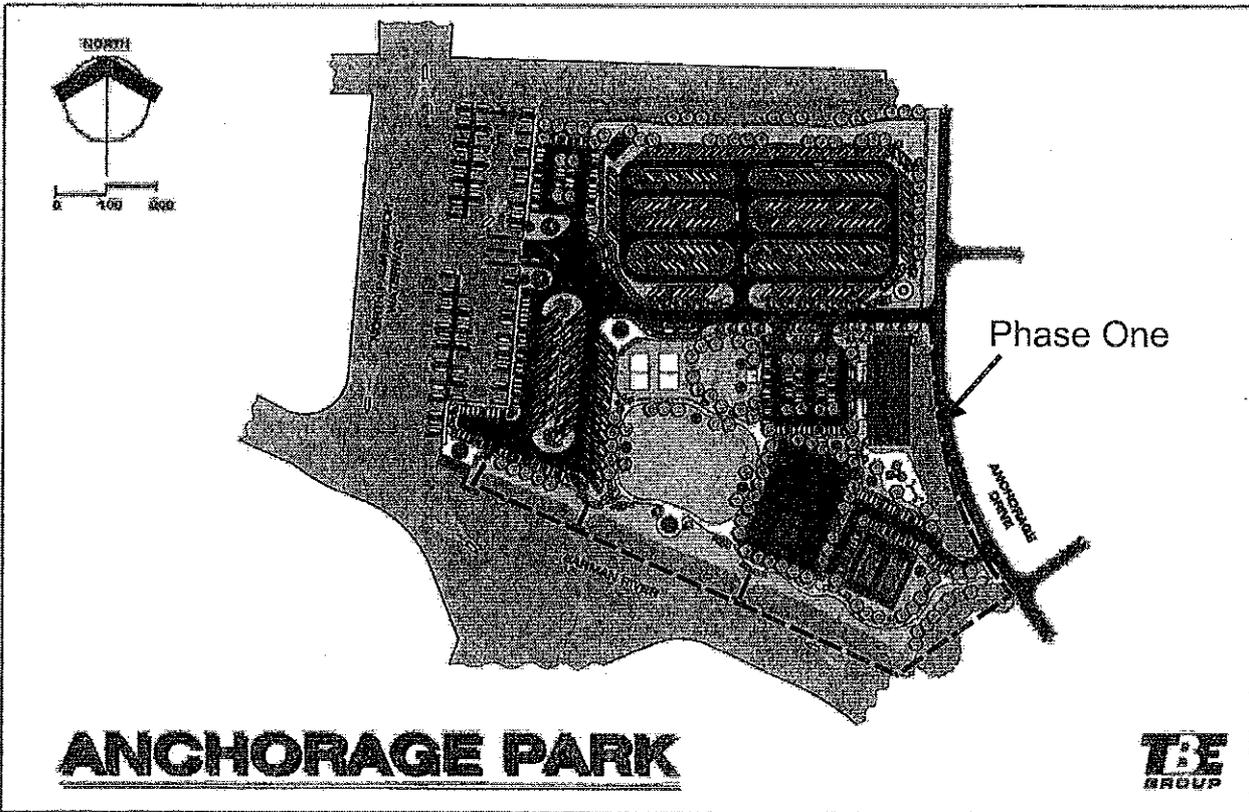


# Project Example: Sanford Riverwalk



## Project Example: Public Marina, a Phased Project

Obtaining funding from a combination of regional, state and federal programs maximizes budget dollars. Doing so in Phase 1 of this project resulted in more than 70% of the project being funded by grants.

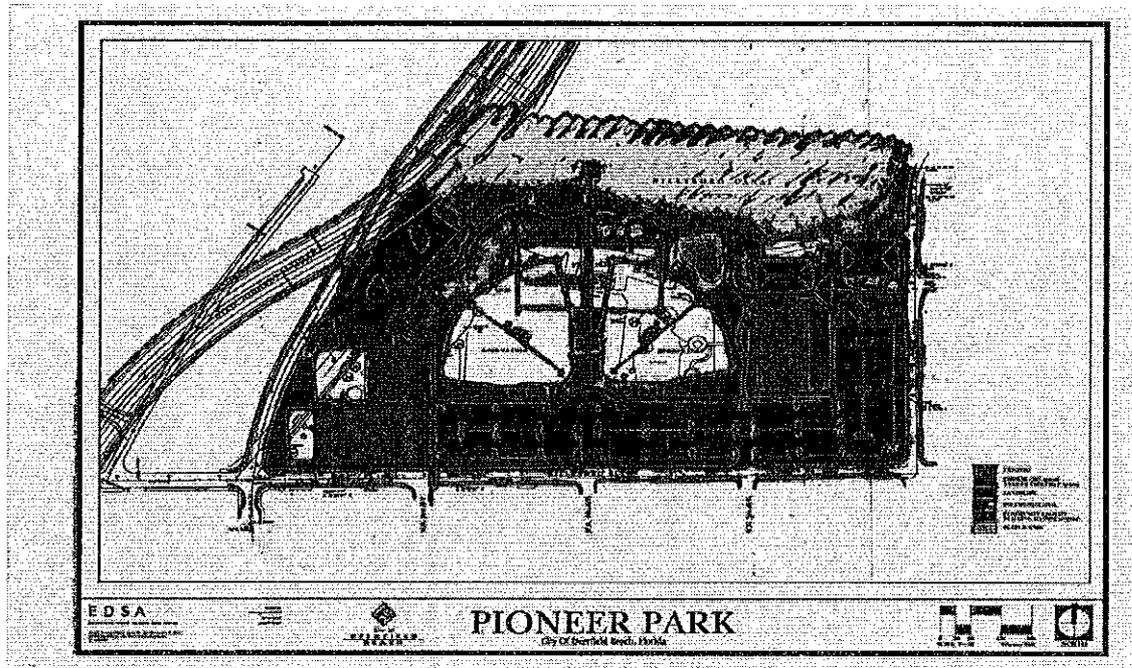


2005	Urban and Community Forestry Grant	\$45,450
2006	Land and Water Conservation Fund	\$200,000
2006	Florida Recreation Development Assistance Program, Phase 1	\$200,000
2006	Florida Recreation Development Assistance Program, Phase 2	\$200,000
2007	Recreational Trails Program	\$200,000
2007	Legislative Line Item	\$400,000
2007	Transportation Enhancement Grant	\$500,000
2007	Florida Inland Navigation District Grant	<u>\$200,000</u>
	Total	\$1,945,450

- Total Phase 1 Project Cost: \$2,560,600
- Total Match Requirement \$815,150
- Grant Funding will provide more than 70% of the project costs for Phase 1.

## Project Example: Urban Active Park

The acquisition of waterfront property in an urban area allowed the City of Deerfield Beach to then construct boating and sports facilities for its community. Grant funding was used for both acquisition and development in this project.



### Land Acquisition

2004	Broward County Board of County Commissioners	\$853,208
2005	Florida Communities Trust - Florida Forever	\$347,283
	<b>TOTAL:</b>	<b>\$1,200,491</b>

### Project Development

2001	National Restoration Grant	\$50,000
2004	Florida Recreational Development Assistance Program	\$200,000
2004	Florida Recreational Development Assistance Program	\$200,000
2005	Land and Water Conservation Fund	\$150,000
2005	Transportation Enhancement Program	\$500,000
2005	Hurricane Urban and Community Forestry Grant	\$40,437
2005	Cultural Facilities Grant	\$500,000
2005	Florida Recreational Development Assistance Program	\$200,000
2007	Land & Water Conservation Fund	\$200,000
	<b>TOTAL:</b>	<b>\$2,040,437</b>

Acquisition:	\$1,200,491
Development:	\$2,040,437
<b>PROJECT TOTAL:</b>	<b>\$3,240,928</b>

## Flagler Avenue Boardwalk

Beach Access, Picnic Facilities, Pavilions, Trails, Playground, Parking, Landscaping

### Development

Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Coastal Partnership Initiative (CPI)	\$60,000	50%	Beach Access, Pavilions, Trails, Parking, Landscaping	October 2010
Land & Water Conservation Fund (LWCF)	\$200,000	100%	Playground, Pavilions, Parking, Landscaping, Engineering	May 2010
Florida Recreational Development Assistance Program (FRDAP)	\$200,000	0%-50%	Playground, Pavilions, Parking, Landscaping, Engineering	September 2010
Recreational Trails Program (RTP)	\$250,000	20%-50%	Trail Construction, Engineering	March 2010
Florida Urban Forest Health Initiative	\$24,000	0%	Tree Planting, Landscaping	February 2010
American Dermatology Academy	\$8,000	50%	Pavilions	April 2010

## Washington Street Business District

Road Improvement, Sidewalks, Landscaping, Signage, Lighting

### Development

Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Energy Efficiency and Conservation Block Grant (EECBG)	\$1,200,000	0%	Lighting, Bike and Pedestrian Trails	Fall 2010
Florida Urban Forest Health Initiative	\$24,000	0%	Landscaping	February 2010
Transportation Enhancement Program	\$500,000	20%	Sidewalks	May 2010
Economic Development Administration (EDA)	\$1,200,000	Variable	Road, Sidewalks, Landscaping, Infrastructure Design	September 2010
CDBG	To be determined	To be determined	Road, Sidewalks, Infrastructure Design	Spring 2010

- Funding plan is based on City's eligibility to apply for the listed funding opportunities. Prior awards or current projects may affect the ability of the City to obtain listed grants.
- Grant amounts are based on maximum award possible. The cost of elements will ultimately determine the maximum amount to be obtained.
- Other funding opportunities may be available; however, those listed are stable grant programs that normally occur every year. This list does not include line item appropriations from any local, state or federal government.

**Gateway Landscaping and Beautification  
SR 44 & West Canal Street Gateway  
3<sup>rd</sup> Avenue Gateway**

Landscaping, Gateway Features

**Development**

Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Florida Urban Forest Health Initiative	\$24,000	0%	Landscaping	February 2010
Urban and Community Forestry (U&CF)	\$10,000	50%	Landscaping	March 2010
Florida OTTED Program	\$1,500,000	0%	Gateway Features	December 2010

**Riverside Park**

Seawall, Lighting, Trails, Landscaping, Piers

**Development**

Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Land and Water Conservation Fund (LWCF)	\$200,000	100%	Seawall, Lighting, Installations	May 2010
Waterways Assistance (FIND)	\$200,000	50%	Seawall, Piers, Trails, Pavilions, Landscaping	April 2010

**Canal Neighborhood - Streetscape**

Landscaping, Sidewalks, Signage

**Development**

Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Transportation Enhancement Program (TEP)	\$500,000	20%	Landscaping, Sidewalks	February 2010
Highway Beautification Program	\$200,000	100%	Landscaping	October 2010
Florida Urban Forest Health Initiative	\$24,000	0%	Landscaping	February 2010

- Funding plan is based on City’s eligibility to apply for the listed funding opportunities. Prior awards or current projects may affect the ability of the City to obtain listed grants.
- Grant amounts are based on maximum award possible. The cost of elements will ultimately determine the maximum amount to be obtained.
- Other funding opportunities may be available; however, those listed are stable grant programs that normally occur every year. This list does not include line item appropriations from any local, state or federal government.

## Marina/Boardwalk Expansion

Marine Infrastructure, Boardwalk

### Development

Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Florida Boating Infrastructure Program ( Big P)	\$1,000,000	25%	Marine Infrastructure	October 2010
Land and Water Conservation Fund (LWCF)	\$200,000	100%	Infrastructure, Boardwalk	May 2010
Florida Boating Improvement Program	\$200,000	0%	Marine Infrastructure	April 2010
Recreational Trails Program (RTP)	\$250,000	20% - 50%	Boardwalk	March 2010
Waterways Assistance (FIND)	\$200,000	50%	Marine Infrastructure, Boardwalk	April 2010

## Mainland Splash Park

Water Feature, Landscaping, Parking

### Development

Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Florida Recreation Development Assistance Program	\$200,000	0% - 50%	Water Feature, Parking, Landscaping, Design	September 2010
Land and Water Conservation Fund (LWCF)	\$200,000	100%	Water Feature, Parking, Landscaping, Design	May 2010
CDBG	To be determined	To be determined	Water Feature, Parking, Landscaping, Design	Spring 2010
American Dermatology Academy	\$8,000	50%	Pavilions	April 2010

- Funding plan is based on City's eligibility to apply for the listed funding opportunities. Prior awards or current projects may affect the ability of the City to obtain listed grants.
- Grant amounts are based on maximum award possible. The cost of elements will ultimately determine the maximum amount to be obtained.
- Other funding opportunities may be available; however, those listed are stable grant programs that normally occur every year. This list does not include line item appropriations from any local, state or federal government.

**Flagler Avenue Parking  
Cormeth Parking  
Canal Street Parking**

**Development**

Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Energy Efficiency and Conservation Block Grant (EECBG)	\$1,200,000	0%	Lighting	Fall 2010
Florida Urban Forest Health Initiative	\$24,000	0%	Landscaping	February 2010

**Esther Street Park**

Beach Access, Stormwater, Parking, Restrooms, Playground, Boardwalk, Landscaping, Trail

**Development**

Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Coastal Partnership Initiative (CPI)	\$60,000	50%	Beach Access, Boardwalk, Restrooms, Parking, Trail	October 2010
Hazard Mitigation Programs	\$1,000,000	25%	Stormwater	Fall 2010
Land and Water Conservation Fund (LWCF)	\$200,000	100%	Beach Access, Boardwalk, Playground, Parking, Trail	May 2010
Florida Recreation Development Assistance Program	\$200,000	0% - 50%	Beach Access, Boardwalk, Playground, Parking, Trail	September 2010
American Dermatology Academy	\$8,000	50%	Beach Access, Boardwalk, Playground, Parking, Trail	April 2010

- Funding plan is based on City's eligibility to apply for the listed funding opportunities. Prior awards or current projects may affect the ability of the City to obtain listed grants.
- Grant amounts are based on maximum award possible. The cost of elements will ultimately determine the maximum amount to be obtained.
- Other funding opportunities may be available; however, those listed are stable grant programs that normally occur every year. This list does not include line item appropriations from any local, state or federal government.

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

SUBJECT: Flagler Avenue Hotel Update

AUTHORIZED BY: Tony Otte CONTACT: Tony Otte

AGENDA DATE: 2/3/10 REGULAR  CONSENT

**MOTION/RECOMMENDATION:**

Staff will make a report on this project. No CRA action is required at this time.

---

**BACKGROUND:**

Since the January meeting there has been activity on this project, including the following:

1. The CRA Attorney prepared a draft contract for the leasing of parking spaces at the lot across from the project, owned by the Coronado United Methodist Church. The items contained in the draft agreement (between the CRA, City, and the church) were written to reflect the desires of church representatives. The price per leased space contained in the draft agreement (\$500 per space) reflects price information contained in a memo to Kevin Fall from Glatting Jackson. A cover memo for the draft contract indicated that the developer had not seen the agreement and may request changes. The church representatives are reviewing the draft agreement.
2. The attorney for the developer submitted a letter that outlined the “milestones” for the project
3. Following the attorney’s letter, and in response to a letter from the developer, the City Manager and I prepared a letter (copy attached) that outlined what activities had taken place to date and what actions are contemplated in the near future. The contemplated actions included items from the attorney’s letter and items found in an agreement draft previously prepared;
4. The City Manager referenced the letter in number 2 at the City Commission meeting on January 26. The Commission approved (4 – 1 vote) the first reading of the rezoning of the property and a related agreement.

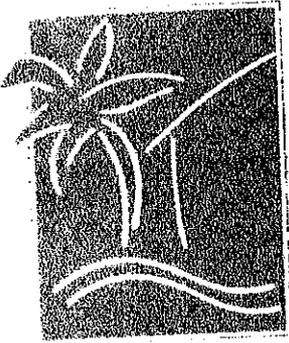
The negotiation of a development agreement is now set to begin, with a partial list of items contained in the letter referenced in number 3 above.

## FISCAL IMPACT

None at this time.

## OTHER OPTIONS

No other options have been identified.



# Community Redevelopment Agency

210 Sams Avenue • New Smyrna Beach, Florida 32168 • 386-424-2265 • FAX 386-424-2270

January 21, 2010

Mr. David Swentor  
Premiere Development Group  
669 Marina Drive Suite B-4  
Charleston, SC 29492

Dear David,

After review with the CRA Chair, and CRA Attorney, as well as the City Manager and City Attorney of New Smyrna Beach, I would like to summarize the current status of the specific project.

### ***Recent Activities***

In April 2009, two proposals were received in response to a CRA issued RFP for redevelopment of property located at 207 and 215 Florida Ave. Your April 22nd letter of interest for a small scale, mid-service, hotel facility was selected by the CRA on May 13th. The proposal outlined three methods of compensation to the CRA and City, including 1) increased sales tax revenues; 2) annual TIF revenues estimated at \$80,000 which were suggested in the letter of interest to be utilized for a permanent parking structures; and 3) a one time payment for the purchase of the property, which was to be accomplished by a separate appraisal and negotiation of values.

On June 9, 2009, the CRA and the City Commission authorized negotiations with Premiere Development. By July 2009, two appraisals had been completed for the CRA property, (one for \$1.15M and the other one for \$555,000) and you submitted your project for a small scale land use amendment, as well as zoning to be heard by the Planning and Zoning Board, and the City Commission.

By August 27<sup>th</sup>, a formal schedule was established, with the CRA, City and Premiere Development Group, which resulted in review/approval of the Land Use Amendment and Master Development Agreement, and Site Plan to be approved by November 2009, with the consideration of contract for sale of the CRA properties to Premiere to be heard as

well in November 2009. To facilitate this schedule, the CRA and City staff met several times, with you and your representatives, in September and October 2009.

In the interim, a review appraisal was attained (indicating a \$750,000 value) and a formal letter was sent to you on September 30<sup>th</sup>, which outlined basic criteria. This included the "bank-ability" of the project; the sales price and instrument for conveyance of the properties; project schedule and thresholds for the timing of the transfer of the property; parameters for the replacement of parking spaces (24) by the developer; project reverter clauses to ensure completion of the project, and potential CRA/City incentives for the project.

On October 8th, the CRA and City Commission approved an additional request for services to Glatting Jackson for financial services for RCLCO to assist the staff in the analyses of the financial and economic aspects of the project. A list of questions was generated by RCLCO and forwarded to you on October 16<sup>th</sup> and responded to, although the information was not detailed enough to facilitate a review by RCLCO.

As additional meetings were held, general parameters only were discussed, and the RCLCO review was put on-hold as financial details were not forthcoming. In the interim, CRA/City staff (utilizing the Premiere proposal for room rates and construction costs) confirmed the estimates for TIF monies, and identified those TIF monies as a possible source for any incentives requested. Premiere was also negotiating, at that time, with the Utilities Commission to reduce the estimated Utility Fees, which then would drive a proposal to the CRA/City for incentives.

Then on November 17, 2009, the City became aware that the Planning staff had not provided proper notice on the rezoning of the property, and that rehearing would be required by the Planning & Zoning Board and City Commission. These dates were established for December 2009 for the Planning & Zoning Board and January, 2010, for the City Commission.

Additional discussions were held with Premiere representatives and a formal letter was to be submitted for January 12<sup>th</sup>. When that information was not available, the City Commission postponed the first reading to January 26<sup>th</sup>. A letter was then received from Glen Storch via e-mail (Attorney for Premiere) on January 14, 2010 which outlined a draft for a MOU between the parties.

### ***Going Forward***

Upon receiving your letter of January 18<sup>th</sup>, I believe that we are now ready to move ahead expeditiously. The City Commission and the CRA Board both have important roles in the approval process for this development. Therefore, you will be working with the City Manager and City Attorney, and the Interim CRA Director and CRA Attorney (the CRA/City team) to finalize the documents necessary to take to the CRA Board and the City Commission for approvals. To our knowledge the tasks necessary to complete are as follows:

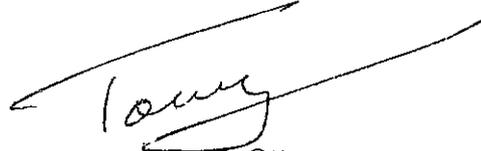
1. Premiere completes negotiations with the Utilities Commission.

2. Premiere and the CRA/City team negotiate a development agreement that states agreed to conditions and provides for the performance of various tasks by Premiere, the CRA, and the City, including:
  - a. That Premiere will not sell, convey, assign, dispose of, or otherwise transfer any or all of the project, project site, of any of its rights, interests, duties, or obligations prior the agreement's expiration date without the written consent of the CRA and City;
  - b. That Premiere will furnish the CRA and the City with detailed financial information such that the CRA and City financial advisor can determine the financial viability of the project,
  - c. That Premiere will provide a loan commitment to ensure that the project has adequate financing;
  - d. That Premiere provides the CRA and City with evidence of a franchise agreement for the Hampton Inn or other major hotel chain acceptable to the CRA and City and consistent with the proposed project
  - e. That Premiere and the CRA and City agree on a sale price for the property and the timing of conveyance;
  - f. That the CRA agrees to consider providing a financial incentive to Premiere;
  - g. That Premiere and the CRA and City agree to the provision of offsite parking spaces to include parking required by Premiere and the replacement of spaces for the CRA.
  - h. That Premier obtains and provides all necessary permits for the project including St. John's River Water Management Permits
  - i. That Premiere and the CRA and City agree to a detailed project timetable
  - j. That Premiere and the City/CRA team agree to move forward expeditiously in good faith.
  - k. That failure to perform any condition within the time frame or to cure said failure upon notice of same may result in rescission of the contract.
3. Premiere closes on the adjoining Bauer parcel that is part of the proposed redevelopment hotel plan;
4. Premiere requests and receives approval for a Comprehensive Plan amendment, and rezoning to PUD for the proposed redevelopment hotel plan.
5. Premiere obtains Site Plan Approval.
6. Premiere has already submitted construction plans which are currently under review.

David, we are impressed with the potential for this project to create a significant redevelopment catalyst, one that will make a major contribution to the positive business climate in our area. I want to set up a phone conference with you, your attorney, and other members of your team and the members of the CRA/City team to complete negotiations of an agreement and timetable as soon as possible.

I see this development moving forward per our agreed upon timetable from this point forward. Thank you very much for your continued interest in New Smyrna Beach.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tony", is written over a long, thin horizontal line that extends across the width of the signature.

Anthony G. Otte,  
Interim CRA Director

January 14, 2010

**VIA EMAIL TO: pbrangaccio@cityofnsb.com**

Ms. Pam Brangaccio, City Manger

City of New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, Florida 32168

***Re: Memorandum of Understanding/CRA Flagler Street Economic  
Development/Premier Hospitality***

Dear Pam:

Premier has proposed to build a Hampton Inn hotel on Flagler Street consistent with the economic development guidelines and goals of the New Smyrna Beach Community Redevelopment Agency. As required by the proposal, the CRA will sell or transfer a parcel of less than 1 acre to Premier to implement construction of said hotel, based, however, on compliance with the strict conditions for implementation of the CRA goals and insuring construction and operation of the proposed hotel for the benefit of the Flagler Avenue and New Smyrna Beach community.

The parties are in the process of developing economic development incentives to insure that this goal is achieved in the shortest possible timeframe to encourage rapid economic expansion of the Flagler Street business area and to allow for the use of the increased tax base for the subject property to contribute to the economic development incentives. However, the city and CRA has expressed concerns regarding methods to guarantee that the CRA property would be utilized for the purposes intended by the parties as quickly as possible. Therefore, Premier has proposed, as an outline, a method to prevent transfer of the property until Premier is ready, able and willing to immediately start construction of the hotel as approved. This insures that the said real property shall be contributed to the proposed project only in the event Premier provides for the construction and operation of said 112 room Hampton Inn or other acceptable major hotel franchise in a manner consistent with the following understanding.

The parties shall enter a contract for said transfer that allows Premier to proceed with all land use, site plan and building permit review and approval, and provides for compliance with CRA goals as a condition for transfer. Actual transfer of the real property (closing) shall only occur upon compliance with the following conditions:

1. Premier closes on the adjoining Bauer parcel that is part of the proposed redevelopment hotel plan;

2. Premier completes the Comprehensive Plan Amendment and PUD approval of the proposed redevelopment hotel plan;
3. Premier obtains Site Plan Approval consistent with proposed redevelopment hotel plan;
4. Premier obtains Building Permit Approval consistent with proposed redevelopment hotel plan;
5. Premier provides the City and CRA with evidence of Approved Financing for the proposed redevelopment hotel construction;
6. Premier provides the City and CRA with evidence of a Franchise Agreement for the Hampton Inn or other major hotel chain acceptable to the City and CRA and consistent with proposed redevelopment hotel plan;
7. Premier and the CRA agree to a Project construction schedule and major threshold timeframe;
8. Premier and the CRA resolve the Parking Issues;
9. Premier obtains all necessary St. Johns Water Management District permits to allow said construction;
10. The parties would agree that the contract for transfer of Real Property would be for a period of no more than one year with option to extend upon showing of good faith efforts to comply with above-referenced terms and conditions. However, the parties agree that good faith effort shall be extended to complete all such conditions well within the one year time frame, and, in light of the current status of said approvals, believes it may be completed in far less time than one year;
11. Failure to perform any condition within the timeframe, or to cure said failure upon notice of same, may result in rescission of the contract.

Please do not hesitate to contact me if you have any further questions.

Kindest personal regards,

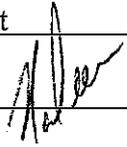
Glenn D. Storch

GDS:cr

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

SUBJECT: Environmental Assessment Engineering Services Agreement

AUTHORIZED BY: Tony Otte

CONTACT: Noeleen Foster 

AGENDA DATE: 2/3/10

REGULAR

CONSENT

**MOTION/RECOMMENDATION:**

1. Pending City & CRA Attorney approval, staff recommends approval of the attached Environmental Assessment & Engineering Services Agreement to use as an umbrella contract with all four Environmental Engineering Firms.
2. Approve the proposed 533 Canal Street Cleanup CTC Scope of Work
3. Appoint a CRA Commissioner to authorize any minor changes in the Environmental Assessment & Engineering Services Agreement and the 533 Canal Street Cleanup CTC Scope of Work to facilitate implementation.

---

**BACKGROUND:**

Staff has developed the attached Environmental Assessment Engineering Services Agreement to use to enter into an umbrella contract with the four final CRA ranked Environmental Engineering Services Firms. This is the general, basic contract between the City and each firm. This contract does not commit the CRA to any specific expenditures or work. It simply sets up the contractual relationship through which the CRA hires each firm. Specific work tasks are then contracted separately that would be outlined in a separate "Scope of Work."

Also, I have been notified by George Houston, Florida Brownfields Coordinator that 533 Canal Street will continue to be eligible for cleanup funds if alternate funds can be found for demolition of the site in order to facilitate testing under the concrete slab. This application will determine if the \$400,000 EPA Grant fund can be used for the demolition.

Staff has prepared the first proposed "Scope of Work" for Concurrent Technologies Corporation (CTC) under this proposed contract for your review. This outlines the steps needed to obtain funding, develop a site remediation plan, proceed with site remediation, and obtain a Florida State Environmental Protection Letter of "No Further Action".

Both the Environmental Assessment & Engineering Services Agreement and the 533 Canal Street Cleanup CTC Scope of Work may require minor changes. Staff requests the CRA Board consider appointing a CRA Commissioner to authorize any minor changes to these working documents to facilitate timely implementation.

### FISCAL IMPACT:

This proposed contract and application will facilitate the cleanup of 533 Canal Street as the first project utilizing the \$400,000 EPA Grant and the Florida Brownfields Program and will potentially save the CRA/City any costs associated with the hazardous site remediation of 533 Canal Street.

### OTHER OPTIONS:

If the EPA R4 Brownfields Grant Site Eligibility Determination Application is not approved the CRA may want to consider paying for the demolition of the site structures estimated at \$10,000. Another option may be to request CDC Demolition Funds that Code Enforcement is administering. Hopefully that will not be unnecessary.

533 Canal Street Cleanup  
Proposed  
Scope of Work  
Concurrent Technologies Corporation

The contamination cleanup of 533 Canal Street entails several steps outlined as follows.

1. Demolition & disposal of the structures including the concrete foundation
  - Apply for EPA R4 Brownfields Grant Site Eligibility Determination which requires review of previous Phase 1 & 2 Studies
  - Proceed with demolition & disposal of structure
2. Phase 2 Environmental testing under former structures using EPA funds
3. Develop a Site Remediation Plan
4. Submit Site Remediation Plan to the Florida State Brownfields Program for potential funding
5. Proceed with remediation
6. Obtain a Florida Environmental Protection Letter of “No Further Action”

**AGREEMENT FOR  
ENGINEERING SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by and between the **CITY OF NEW SMYRNA BEACH, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 210 Sams Avenue, New Smyrna Beach, Florida 32168, and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as "Engineer".

**WITNESSETH:**

**WHEREAS**, City has a need to obtain engineering services for environmental site assessment and characterization activities and related services on a continuing, task oriented basis; and

**WHEREAS**, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes; and

**WHEREAS**, Engineer participated in the selection and negotiation process; and

**WHEREAS**, Engineer is willing to provide such engineering services to the City under the terms and conditions stated herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

**1.0 TERM AND DEFINITIONS**

**1.1** Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3<sup>rd</sup>) anniversary of the Effective Date. The Parties shall have two (2) options to extend the term of this Agreement for two (2) years. Any such extension shall only be by written amendment to this Agreement duly executed by both parties hereto.

**1.2** The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

**1.3 Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Engineer to

provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean \_\_\_\_\_, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.01(12), Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

**1.4 Engagement.** The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

## **2.0 DESCRIPTION OF SERVICES**

**2.1** The City shall make request of Engineer to perform engineering/environmental services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Lump Sum Fee with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. If a site visit by Engineer is needed to generate the scope document, Engineer shall request approval prior to visiting the site. The detailed cost breakdown of the lump sum fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of

Services generally to be provided by the Engineer through a Task Order may include Phase I Environmental Site Assessments, Quality Assurance Project Plans, Phase II Environmental Site Assessments, Community Participation Involvement (support for community workshops and public outreach efforts) and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services.

### **3.0 CHANGES IN THE SCOPE OF WORK**

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

### **4.0 SCHEDULE**

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

### **5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER**

Continuing Engineer Services Agreement  
City of New Smyrna Beach and \_\_\_\_\_

**5.1 General Services.** For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

**5.2 Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

**5.3 Witness Services.** For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

**5.4 Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Prompt Payment Act section 218.70 et. seq., Florida Statutes.

**5.5 Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

**5.6 Errors and Deficiencies.** Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

**5.7 Payment Offsets.** To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

**5.8 Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

**5.9 Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

## **6.0 RIGHT TO INSPECTION**

**6.1** City or its affiliates shall at all times have the right to review or observe the Services performed by Engineer.

**6.2** No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

## **7.0 PROGRESS MEETING**

**7.1** City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

## **8.0 SAFETY**

**8.1** Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

## **9.0 REASONABLE ACCESS**

**9.1** During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

## **10.0 INSURANCE**

**10.1 Liability Amounts.** During the term of this Agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

**a. Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of \$1,000,000 as the combined single limit per claim and \$1,000,000 in the aggregate.

b. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$50,000 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

**10.2 Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

**10.3** The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by first class mail. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A or A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article 10.1.b and 10.1.c as "additional insured." The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and

amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

**10.4 Independent Associates and Consultants.** All independent associates and consultants employed by Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

#### **11.0 COMPLIANCE WITH LAWS AND REGULATIONS**

**11.1** Engineer shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

#### **12.0 REPRESENTATIONS**

**12.1** Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City

under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in any Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

**12.2** Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

### **13.0 GUARANTEE AGAINST INFRINGEMENT**

**13.1** Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

### **14.0 DOCUMENTS**

**14.1 Public Records.** It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Engineer. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Engineer shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Engineer be open and freely exhibited to the City for the purpose of examination and/or audit.

**a. Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or

represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

**b. Ownership of Documents.** The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

**c. Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

## **15.0 ASSIGNMENT**

**15.1** Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

**15.2** If upon receiving written approval from City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

**15.3** If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Engineer who shall take immediate steps to remedy the situation.

**15.4** If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

## **16.0 INDEPENDENT CONTRACTOR**

**16.1** At all times during the term of this Agreement, Engineer shall be considered an independent contractor and not an employee of the City.

## **17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES**

**17.1** The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

17.3 Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Engineer has committed any act of fraud upon the City; or

17.6 Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.8 Notwithstanding the aforementioned, in the event of a default by Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

## **18.0 TERMINATION**

**18.1** Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to paragraph 17.0 Default; (b) Engineer makes a general assignment for the benefit of its creditors; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

**19.0 FORCE MAJEURE**

**19.1** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

**20.0 GOVERNING LAW & VENUE**

**20.1** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

**21.0 HEADINGS**

**21.1** Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

**22.0 SEVERABILITY**

**22.1** In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

**23.0 WAIVER AND ELECTION OF REMEDIES**

**23.1** Waiver by either party of any terms or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

**23.2** No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

**24.0 THIRD PARTY RIGHTS**

**24.1** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

**25.0 PROHIBITION AGAINST CONTINGENT FEES**

**25.1** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**26.0 ENTIRE AGREEMENT**

**26.1** This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

**27.0 NO JOINT VENTURE**

**27.1** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

**28.0 ATTORNEY'S FEES**

**28.1** Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

**29.0 COUNTERPARTS**

**29.1** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

**30.0 DRAFTING**

**30.1** City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

**31.0 NOTICE**

**31.1** Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

\_\_\_\_\_  
Attention: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ FAX: \_\_\_\_\_

For City:

City of New Smyrna Beach/ Community Development Department  
Attention: Noeleen Foster, CRA Coordinator  
210 Sams Avenue  
New Smyrna Beach, Florida 32168  
(386) 424-2266 FAX: (386) 409-4759

**31.2** Either party may change the notice address by providing the other party written notice of the change.

**32.0 SOVEREIGN IMMUNITY**

**32.1** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars (\$100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars (\$200,000.00). This paragraph shall survive termination of this Agreement.

**33.0 CORPORATE REPRESENTATIONS BY ENGINEER**

**33.1** Engineer hereby represents and warrants to the City the following:

a. Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

#### **34.0 INDEMNIFICATION**

**34.1** Engineer shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed by the Engineer in the performance of the Agreement and any Task Order.

**34.2** Engineer shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Engineer's breach and caused by other persons employed by the Engineer in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

#### **35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE**

**35.1** The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

**35.2** The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

### **36.0 RECORD DRAWINGS**

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

### **37.0 ADDITIONAL ASSURANCES**

37.1 The Engineer for itself and its Subconsultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative execution of the Agreement.

*Signature Page On Following Page*

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**CITY:**  
**CITY OF NEW SMYRNA BEACH \***

**ENGINEER:**  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
**Pam Brangaccio, City Manager**

By: \_\_\_\_\_  
Print Name/Title:

Date:

Date:

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**\* THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE NEW SMYRNA BEACH CITY COMMISSION AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

**EPA R4 BROWNFIELDS GRANT  
SITE ELIGIBILITY DETERMINATION OUTLINE**

*To be used for determining site eligibility for Phase II Environmental Site Assessments under community-wide Assessment Grants and cleanups under RLF Grants.*

**A. GENERAL INFORMATION**

1. Grantee Name:
2. Grant Number:
3. Grant Type (104(k) Assessment, 104(k) RLF):
4. Work to be conducted by grantee (Phase I Assessment, Phase II Assessment, Phase III Assessment, Cleanup):
5. How much funding do you anticipate spending on the site? Please note that there are funding limitations for site-specific activities. For assessments, no more than \$200,000 per site, with the possibility of a waiver for up to \$350,000. For cleanups, no more than \$200,000 per site.
6. Date of proposed work:
7. Date of this document:

**B. BASIC SITE INFORMATION**

1. Site Name:
2. Site Address:
3. Who is the current owner of the site?
4. Describe grantee's relationship with the owner, and the owner's role in the work to be performed:
5. Known or Suspected Contaminant(s) (check one):
  - Hazardous Substances
  - Mine Scarred Lands
  - Controlled Substances
  - Hazardous Substances Commingled with Petroleum
  - Petroleum Only

6. Identify when and how the site became contaminated; describe previous known uses. If the land has been vacant for many years, why does the grantee think that it is contaminated?

7. Does the site meet the definition of a Brownfields Site? (Is the site “real property, the expansion, redevelopment or reuse of which is complicated by the presence or potential presence of hazardous substances, pollutants or contaminants”?)

YES  NO

### **C. SITES NOT ELIGIBLE FOR FUNDING BY STATUTE**

The grantee must supply the following information to the best of their knowledge:

1. Is the facility listed (or proposed for listing) on the National Priorities List?  YES  NO

2. Is the facility subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to or entered into by parties under CERCLA?

YES  NO

3. Is the facility subject to the jurisdiction, custody, or control of the US government. (Land held in trust by the US government for an Indian tribe is eligible.)  YES  NO

*Note: If the answer is YES to any of the above (C.1-3) the property is **not** eligible.*

### **D. SITES ONLY ELIGIBLE FOR FUNDING WITH A PROPERTY SPECIFIC DETERMINATION BY EPA:**

Certain properties can only be approved with a Property Specific Determination by EPA. The grantee must provide answers to the following questions to the best of their knowledge:

1. Is the site/facility subject to a planned or ongoing CERCLA removal action?  YES  NO

2. Has the site/facility been the subject of a unilateral administrative order, court order, an administrative order on consent or judicial consent decree that has been issued to or entered into by the parties, or been issued a permit by the U.S. or an authorized state under the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act (RCRA)), the Federal Water Pollution Control Act (FWPCA), the Toxic Substances Control Act (TSCA), or the Safe Drinking Water Act (SWDA)?  YES  NO

3. Is the site/facility subject to corrective action orders under RCRA (sections 3004(u) or 3008(h)) and has there been a corrective action permit or order issued or modified to require

corrective measures?  YES  NO

4. Is the site/facility a land disposal unit that has submitted a RCRA closure notification under subtitle C of RCRA and is subject to closure requirements specified in a closure plan or permit?  
 YES  NO

5. Has the site/facility had a release of polychlorinated biphenyls (PCBs) that is subject to remediation under TSCA?  YES  NO

6. Has the site/facility received funding for remediation from the leaking Underground Storage Tank (LUST) Trust Fund?  YES  NO

*Note: If the answer is YES to any of the above (D. 1-6), a property specific determination is required. The grantee must submit additional information, which can be found in Appendix A to this document.*

**E. HAZARDOUS SUBSTANCE/COMMINGLED CONTAMINATION SITES** (for Petroleum only sites, skip to F.)

1. Does the grantee own the site?  YES  NO

2. Answer the following if the grantee *is the current site owner*. (If the grantee is not the current site owner, skip to 3) :

a. Is the owner a  Unit of State or Local Government **or**  Other

b. If the owner is a governmental unit, how was the property acquired?

Tax Foreclosure  Donation  Eminent Domain  Bought it outright

Other (Explain):

Date acquired: \_\_\_\_\_

*(If property was acquired by one of the first 3 options, do not need to answer c or d)*

c. Did the owner conduct All Appropriate Inquiry prior to acquiring property?

YES  NO

d. Did the owner take reasonable steps with regards to the contamination at the site?

YES  NO

e. Do they have a defense to CERCLA liability? (see FY06 ARC Guidelines p. 21, Sec. 6 – 11)

YES – Bona Fide Prospective Purchaser (BFPP)

YES – Contiguous Property Owner

YES – Innocent Land Owner

YES – Indian Tribe

NO

f. Are they liable at the site as an  Operator,  Arranger, **or**  Transporter  
OR  None Applicable

g. Did all disposal of hazardous substances at the site occur before they acquired the property?  YES  NO

h. Did they cause or contribute to any release of hazardous substances at the site?  
 YES  NO

3. Answer the following if the grantee *is not the site owner*:

a. Is the grantee liable at the site as an  Operator,  Arranger, **or**  Transporter  
OR  None Applicable

## **F. PETROLEUM ONLY CONTAMINATION SITES**

*Petroleum sites need a written site eligibility determination by the state or EPA.*

1. If the state *has made* the petroleum eligibility determination, the grantee must provide EPA with the letter from the state.

2. If the state *was unable to make* the determination, EPA must make the determination consistent with the Guidelines (note that EPA staff will need to refer to Appendix 3 of the FY06 Guidelines to conduct the petroleum determination). The grantee must provide information regarding the following:

a. Whether the site is of “relatively low risk” compared with other “petroleum-only” sites in the state. Two key questions for this determination follow:

1. Have Leaking Underground Storage Tank funds been expended at this site?

YES  NO

2. Have Federal Oil Pollution Act response funds been expended at this site?

YES  NO

b. Whether there is a viable responsible party at the site. Key questions for this determination follow:

1. Was the site last acquired through tax foreclosure, abandonment or equivalent government proceedings?  YES  NO

2. Has a responsible party been identified through:

a) a judgment rendered in a court of law or an administrative order that would

require any party to assess, investigate, or cleanup the site;  YES  NO or  
b) a filed enforcement action brought by federal or state authorities that would  
require any party to assess, investigate, or cleanup the site;  YES  NO or  
c) a citizen suit, contribution action or other third party claim against the  
current or immediate past owner, that would, if successful, require that party  
to assess, investigate, or clean up the site.  YES  NO;

*Skip to "b.5" if the site was acquired through tax foreclosure, abandonment or equivalent  
government proceedings; if not, answer question b.3 and 5.4.*

3. The current owner is: \_\_\_\_\_ [fill in the blank] Has the  
current owner:

- a) dispensed or disposed of petroleum or petroleum product at the site?  
 YES  NO
- b) owned the property during the dispensing or disposal of petroleum  
product at the site?  YES  NO
- e) exacerbated the contamination at the site?  YES  NO
- d) taken reasonable steps with regard to contamination at the site,  
 YES  NO.

4. The immediate past owner is: \_\_\_\_\_ [fill in the blank]  
Has the immediate past owner:

- a) dispensed or disposed of petroleum or petroleum product at the site?   
YES  NO
- b) owned the property during the dispensing or disposal of petroleum  
product at the site?  YES  NO
- c) exacerbated the contamination at the site?  YES  NO
- d) taken reasonable steps with regard to contamination at the site,  
 YES  NO

5. Based on the above, for purposes of Brownfields funding, is there a responsible  
party?  YES  NO If "YES" go on to #6, if "NO" proceed directly to F.2.C.

6. If there is a responsible party, is that party viable (has adequate financial  
resources to pay for assessment of the site).  YES  NO If "NO", explain the  
basis for that conclusion:

*If there is a viable responsible party, the petroleum site is ineligible. If there is no responsible  
party, or if there is a responsible party who is not viable, continue. NOTE: States may apply  
their own laws and regulations to make the petroleum site determination instead of the previous  
questions; if they do so, the grantee must submit their determination and rationale.*

c. Whether the grantee is potentially liable for cleaning up the site. Key questions for this  
determination follow:

1. Has the grantee ever:

a) dispensed or disposed of petroleum or petroleum product at the site?  YES  NO

YES  NO

b) exacerbated the contamination at the site?  YES  NO

d. Is the site subject to any order issued under Sec. 9003(h) of the Solid Waste Disposal Act?  YES  NO

**G. ACCESS**

Does grantee have access or an access agreement for this property?  YES  NO

**H. SITE ELIGIBILITY DETERMINATION BY EPA PROJECT OFFICER**

*Please Note: If there are any questions on eligibility, OR if the grantee owns the site it wishes to work on, the P.O. should consult with EPA legal counsel.*

Site  is /  is not eligible for site assessment activities using EPA Brownfields Funds  
-- OR --

Site is eligible but requires an EPA Property-Specific Determination, for which additional information was provided.

\_\_\_\_\_  
EPA Project Officer

\_\_\_\_\_  
Date:

**I. EPA NOTIFICATION TO APPLICANT OF SITE ELIGIBILITY**

Date Sent : \_\_\_\_\_

Copy of Notification Attached:  YES  NO

APPENDIX A: [IF REQUIRED] INFORMATION TO SUPPORT PROPERTY SPECIFIC DETERMINATION by EPA

Grantee must explain why Brownfields financial assistance is needed and how it will protect human health and the environment and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways undeveloped property, other recreational property, or other property used for nonprofit purposes.

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

SUBJECT: Flagler Dunes Property Agreement

AUTHORIZED BY: Tony Otte CONTACT: Tony Otte

AGENDA DATE: Feb 3, 2010 REGULAR  CONSENT

**MOTION/RECOMMENDATION:**

Staff recommends approval of a list of "Agreement Points" to be included in a contract to be prepared for this project by the CRA Attorney.

---

**BACKGROUND:**

As discussed at the January meeting, the consideration of this project is based on the need for additional parking in the Flagler Avenue area. The "Agreement Points" have been tentatively identified as follows:

1. The CRA will pay for the construction of the lot on the property owned by the other party to the agreement.
2. The owner will then provide a lease of the parking spaces to the CRA.
3. The term of the lease will be determined once the lease amount per space is formulated. For example, if the CRA pays \$50,000 to construct the lot, and the lease amount per space is \$500, and the lot contains 20 spaces, each year the CRA will have received a value of \$10,000 of leased spaces. The term of the lease in this example would five years, as it would take 5 years to "use up" the lease value of \$500 per space for 20 spaces.
4. If the owner wishes to terminate the lease, the owner would pay the CRA whatever value is remaining in the lease.

Between the publication of the agenda packet and the meeting on February 3, CRA staff will attempt to arrive at an agreement with the property owner as to the lease amount per space, the approximate cost of the improvements, and the best option for the construction of the lot. Staff will make a presentation on these items at the meeting.

## FISCAL IMPACT:

Staff will work with City staff to determine an estimate for the construction of the parking lot. The provision of additional Flagler Ave parking is a priority B project in the CRA plan update.

## OTHER OPTIONS:

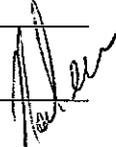
Other options include:

- Seek other properties for parking leases;
- Explore variations of the recommendation, such as leasing only a portion of the spaces, which would provide a longer term, and allowing the owner to use the remaining spaces for re-developing the property immediately adjacent to the subject property to the North (formerly a restaurant, "Heavenly Bar-B-Q).

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

SUBJECT: Commercial Impact Fee Assistance Program Application

AUTHORIZED BY: Tony Otte

CONTACT: Noeleen Foster 

AGENDA DATE: 3/3/10

REGULAR

CONSENT

**MOTION/RECOMMENDATION:**

Staff recommends approval of the following amendments to the Commercial Impact Fee Assistance Program:

- \* Applications must be approved prior to project construction.
- \* The CRA reserves the right to waive application irregularities when to do so is in the CRA's best interest and when the program's intent is best served to do so.

---

**BACKGROUND:**

The New Smyrna Beach City Commission passed the Transportation Impact Fee resolution November 28, 2006, which became effective February 19, 2007.

Mr. Green came to the CRA requesting impact fee assistance late October 2009 regarding a residential property at 215 Washington that had been leased to Island Dream Homes (IDH), a contracting business. It's my understanding that Bret Jones, IDH applied for a building permit to develop handicap accessibility to the structure in February 2009 and spoke with Rick McFadden the former Chief Building Official. Mr. McFadden allowed the installation of the upgrades to the structure without requiring the transportation impact fees to be accessed.

When Mr. Pike became the Chief Building Official he issued a stop work order on the project pending the issuance of a permit and Mr. Green, who is the property owner became aware of the issue. Mr. Green could not afford the \$4,008.70 Transportation Impact Fee and instead would have allowed the property to return to a residential use. At that time he came to the CRA requesting assistance.

The CRA decided to develop a Commercial Impact Fee Assistance Program to encourage revitalization and enhancement of commercial buildings and mixed-use opportunities by stimulating investment in the CRA District and to allow Mr. Green to apply for assistance retroactively due to the unusual circumstances involving the changing building officials and newly implemented Transportation Impact Fee.

### FISCAL IMPACT:

No identified fiscal impact for this amendment, other than it may allow consideration of applications that would have previously been rejected.

### OTHER OPTIONS:

The program could be left as is; however, the project recently approved may be cited as a precedent by future applicants since it is not covered in the current regulations.



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



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

**Introduction**

This program has been created to encourage new business activity in the CRA area. The program is meant to diversify the overall business environment, expand the normal hours of operation in the CRA area, and to direct investment into the CRA area.

**Program Objectives**

The primary objective of the program is to encourage revitalization and preservation of commercial buildings by offering limited financial and technical assistance. The goal of the program is to stimulate investment in the CRA area, to preserve and renew the traditional retail business areas within the CRA area, and to establish the CRA area as a center for pedestrian oriented commercial activities.

**Project Goals**

Specific goals of the program are as follows:

1. The elimination of blighting influences and prevention of further deterioration of commercial properties within the CRA area
2. The elimination of conditions which are detrimental to the health, safety and welfare of the residents and users of the CRA area
3. The rehabilitation or preservation of properties of special value for historical, architectural, or aesthetic reasons
4. The provision of a pleasing and aesthetically acceptable shopping environment within the CRA area
5. The conservation of the existing building stock within the CRA area

**Program Guidelines**

1. Funds shall be allocated on a first come first serve basis.
2. Maximum amount of CRA Impact Fee assistance is \$5,000 per property.
3. *Applications must be approved prior to project construction.*
4. Funds are provided as reimbursement upon submittal of proof payment.
5. Only one (1) grant shall be awarded per property.
6. Tenants may qualify upon receipt of written consent from the owner of the building.
7. No grants will be awarded to government owned properties, to tenants in government owned properties, or non-profit organizations.

8. The business must maintain a valid Business License at the subject location for a minimum of three (3) years from the receipt of CRA assistance.
9. If the business fails to maintain a valid Business License within three (3) years from the receipt of CRA Assistance, the CRA reserves the right to invoice the business owner/applicant as required, to reclaim the total amount of CRA funds granted to the business owner/applicant for the subject project.
10. *The CRA reserves the right to waive application irregularities when to do so is in the CRA's best interest and when the program's intent is best served to do so.*

### **Selection Considerations**

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

### **Relocation**

It is not the intent of the CRA to engage in any revitalization activity that requires vacating property within the CRA area.

### **Non-Discrimination**

The program shall be available to anyone meeting the program eligibility requirements, and no one shall be denied the benefits of the program because of race, color, national origin, or sex.

### **Program Procedures**

1. The applicant obtains an Impact Fee estimate in written form from the City.
2. Only completed applications including all supporting documentation will be accepted.
3. Applicant will provide detailed information on the proposed business, including any project improvements at the proposed business location.
4. CRA staff reviews program applications for compliance with submittal requirements.
5. CRA staff schedules compliant program applications on the CRA regular meeting agenda.
6. Upon approval by the CRA, a letter of commitment is provided to the applicant.
7. Applicant is responsible for obtaining any permits required to construct the project.
8. Upon CRA approval, CRA staff will provide the funding upon submittal of proof of payment of City Impact Fees by the business owner/applicant.

## Supporting Data Checklist for Program Applications

### Selection Consideration (Please check all that apply)

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

**Location of Business:** \_\_\_\_\_

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

CITY OF NEW SMYRNA BEACH, FLORIDA

PLAN SUBMITTAL CHECKSHEET

Submitted	N/A	JOB ADDRESS:	DATE:
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	1. Signed and completed Building Permit application	
<input type="checkbox"/>	<input type="checkbox"/>	2. Signed and completed Certificate of Zoning	
<input type="checkbox"/>	<input type="checkbox"/>	3. Survey showing proposed house location, no larger than 11" X 17"	
<input type="checkbox"/>	<input type="checkbox"/>	4. Letter stating distance from outside of AC to the next adjacent habitable living area.	
<input type="checkbox"/>	<input type="checkbox"/>	5. Notarized Letter of Authorization	
<input type="checkbox"/>	<input type="checkbox"/>	6. Copy of Signed Contract (per 489.127 (2) F. S. and 104.4 SBC.)	
<input type="checkbox"/>	<input type="checkbox"/>	7. Signed and notarized Owner/Builder form.	
<input type="checkbox"/>	<input type="checkbox"/>	8. Sub-contractor authorization sheet with original signatures.	
<input type="checkbox"/>	<input type="checkbox"/>	9. Utilities Commission impact fee receipts (Or exemption if structure was demolished).	
<input type="checkbox"/>	<input type="checkbox"/>	10. County impact fee statement (Or exemption if demolished) required for Certificate of Occupancy.	
<input type="checkbox"/>	<input type="checkbox"/>	11. Septic tank permit from Volusia county.	
<input type="checkbox"/>	<input type="checkbox"/>	12. Water management form.	
<input type="checkbox"/>	<input type="checkbox"/>	13. Driveway apron permit.	
<input type="checkbox"/>	<input type="checkbox"/>	14. Tree Removal permit (Sketch showing trees to be removed in perimeter of house). Indicate number of trees to be removed.	
<input type="checkbox"/>	<input type="checkbox"/>	15. Notice of Commencement. If job over \$2500.00	
<input type="checkbox"/>	<input type="checkbox"/>	16. Homeowner's Association Approval.	
<input type="checkbox"/>	<input type="checkbox"/>	17. 2 copies of Energy code forms.	
<input type="checkbox"/>	<input type="checkbox"/>	18. 2 copies of Manufacturer's cut sheets for doors with Miami Dade or State of Florida approval.	
<input type="checkbox"/>	<input type="checkbox"/>	19. 2 copies of Manufacturer's cut sheets for windows with a Miami Dade or State of Florida approval.	
<input type="checkbox"/>	<input type="checkbox"/>	20. 2 copies of Engineered garage door specs with Miami Dade or State of Florida approval.	
<input type="checkbox"/>	<input type="checkbox"/>	21. 2 Copies of Roofing Specs (if other than asphalt shingles)	
<input type="checkbox"/>	<input type="checkbox"/>	22. 2 sets of Sealed truss plans.	
<input type="checkbox"/>	<input type="checkbox"/>	23. 2 copies of Hurricane anchorage schedule.	
<input type="checkbox"/>	<input type="checkbox"/>	24. 2 complete sets of Construction Plans-(signed/sealed over 120 sq. ft.)	
<input type="checkbox"/>	<input type="checkbox"/>	25. 1 copy of signed/sealed Approved Site Plan.	
<input type="checkbox"/>	<input type="checkbox"/>	26. 2 Sets Hurricane Shutter Specs with a Miami Dade or state of Florida approval.	
<input type="checkbox"/>	<input type="checkbox"/>	27. DEP approval for docks and boathouses.	
<input type="checkbox"/>	<input type="checkbox"/>	28. Submit a recorded copy of a title deed or warranty deed for new construction.	

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

SUBJECT: Riverside Park Project

AUTHORIZED BY: Tony Otte CONTACT: Tony Otte

AGENDA DATE: February 3, 2010 REGULAR  CONSENT

**MOTION/RECOMMENDATION:**

No Action is requested at this time. Staff will report on this item and request discussion.

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**BACKGROUND:**

Recently a meeting was held with City staff to discuss this project. There is a concern for the structural integrity of the seawall at Riverside Park, as well as the light fixtures. An amount of \$400,000 was placed in the CRA plan update for the preparation of construction plans to address these concerns.

It is anticipated that a funding opportunity for a much larger project will become available next year, and City staff is considering the feasibility of applying for funding for additional items, including a system of boat mooring fields in the area adjacent to the park and further south, floating docks, and the renovation of an existing structure in the park to add restroom facilities. One goal of this project is to make our area more attractive to boaters and provide an important expanded market segment for our historic downtown Canal Street shopping district. The preparation of the grant application requires further study, and staff members will make a report and request discussion.

**FISCAL IMPACT:**

It is anticipated that grant funding will be available in the \$1 million range; however, grant funds must be matched dollar for dollar with local dollars. The source of these local dollars could be CRA funds. The provision of CRA funds would require a budget amendment. Again, CRA staff is only requesting discussion at this time.

**OTHER OPTIONS:**

Due to the severe budget constraints facing every local government, it may be difficult to identify any other source of funds for the match for this project.

# ***NEW BUSINESS***

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

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

AUTHORIZED BY: Tony Otte

CONTACT: Noeleen Foster

AGENDA DATE: 2/3/10

REGULAR

CONSENT

**MOTION/RECOMMENDATION:**

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

---

**BACKGROUND:**

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

This project includes:

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

Please see attached examples

**FISCAL IMPACT:**

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

**OTHER OPTIONS:**

CITY OF NEW SMYRNA BEACH  
COMMUNITY REDEVELOPMENT AGENCY

APPLICATION FORM

PROPERTY IMPROVEMENT GRANT PROGRAM

NAME: Felicia Engles Panheads Pizzeria

PROPERTY ADDRESS: 113 S. Orange St, new Smyrna Beach Fl

TELEPHONE: 757-288-3209 (DAY) 386-427-7257 (EVENING)

32168

**TYPE OF IMPROVEMENT PLANNED:**

Exterior \_\_\_\_\_ Painting \_\_\_\_\_ Landscape X Electrical X

Signage \_\_\_\_\_ Awning X Parking Area \_\_\_\_\_ Other \_\_\_\_\_

**PROJECT PROPOSAL ON IMPROVEMENTS**

The following information must be included with the application.

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

ESTIMATED TOTAL COST OF PROPOSED IMPROVEMENTS: \$ 5695.50

ESTIMATED AMOUNT OF GRANT ASSISTANCE REQUESTED: \$ 2847.50

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

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

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

  
APPLICANT SIGNATURE

1/25/2010  
DATE

113 S. Orange St.

# Funding Evaluation

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

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

Circle a Score  
for each category

### Compliance with guidelines:

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

### Location:

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

### Overall Impact/Improvement:

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

### Quality of Work Proposed:

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

### Present use:

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

### Bonus Points:

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

Total 17

# SCOPE OF WORK

## Panheads Pizzeria

113 S Orange St, New Smyrna Beach, Fl 32168

Felicia Engles 757-288-3269

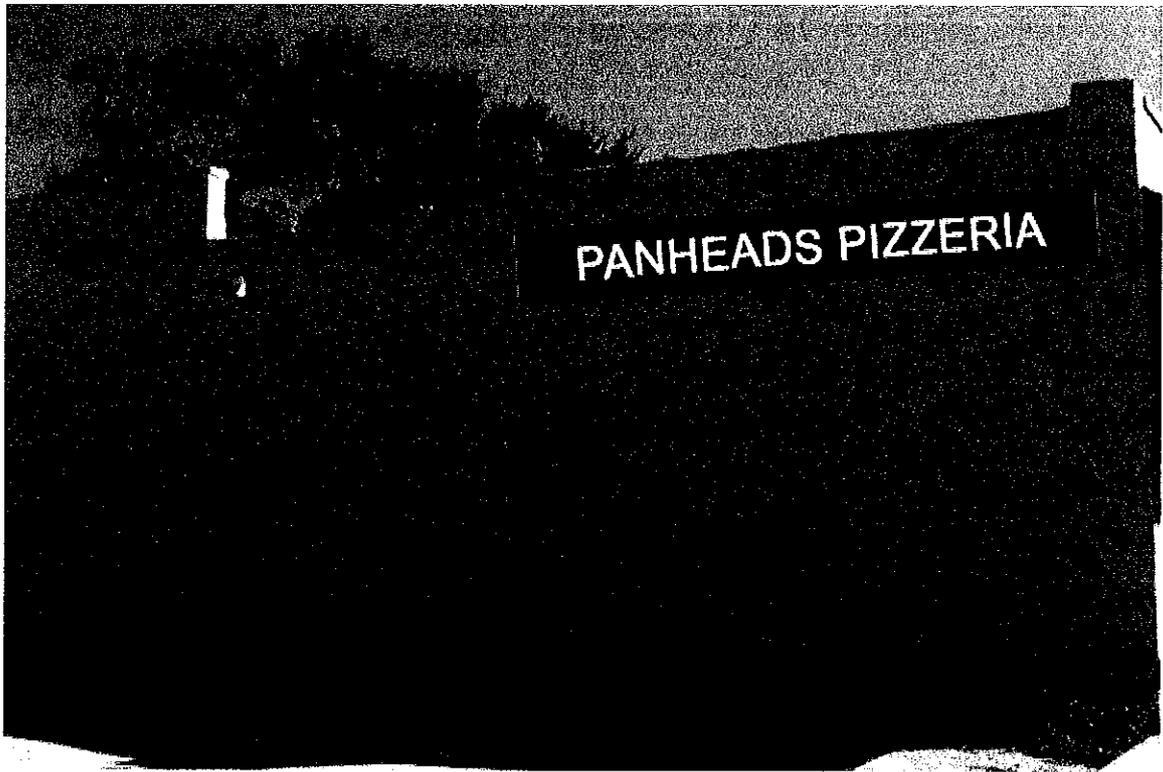
- **SIGNAGE:** Sign Panheads Pizzeria on Left Side of building facing Canal ST.  
Description: Block Sign Print & Mounted on MBO board full color building sign 2' X 10'  
Cost: \$255.60  
INSTALLATION \$50.00
- **ELECTRICAL:** Out Door Lighting. 6 Tear Drop Lightings to include 4 tear drop lights on the side facing canal st and 2 Tear drop lights in the front of the building. This is for building Illumination and for Security.  
Description: Gloss Black; 120 Volt  
Cost: \$300.00 each total\$1800  
Installation: Electrical Engineer \$1000
- **AWNING:** Removal of Green Torn Deteriorating awning and replace with new Black Sleek Awning with white inscribed letters PANHEADS PIZZERIA.  
Description: Black;Sunbrella Vinyl Fabric; 23' wide x 4' drop x 4' Projection. Includes One –Color Graphics  
Cost: \$1000.00
- **SCREENING:** Vinyl Fence Screening to Hide Walk in Coolers and Trash Receptacles and any other unsightly objects. This fence is

facing S. Orange St. Have written permission from landlord to utilize his corner property to make this improvement.

Description: White or Tan 3 6' Sections 1 4' gate 5 posts 5 caps 1 gate hardware. Labor

Costs: \$1590.00

\* Image is not acutual reprensentation



# Electrical Lighting

E1

Type: RLLD Groosneck  
Lighting Fixture

120 volt

Color: Gloss Black

Price: \$238.55 each

Quantity: 6

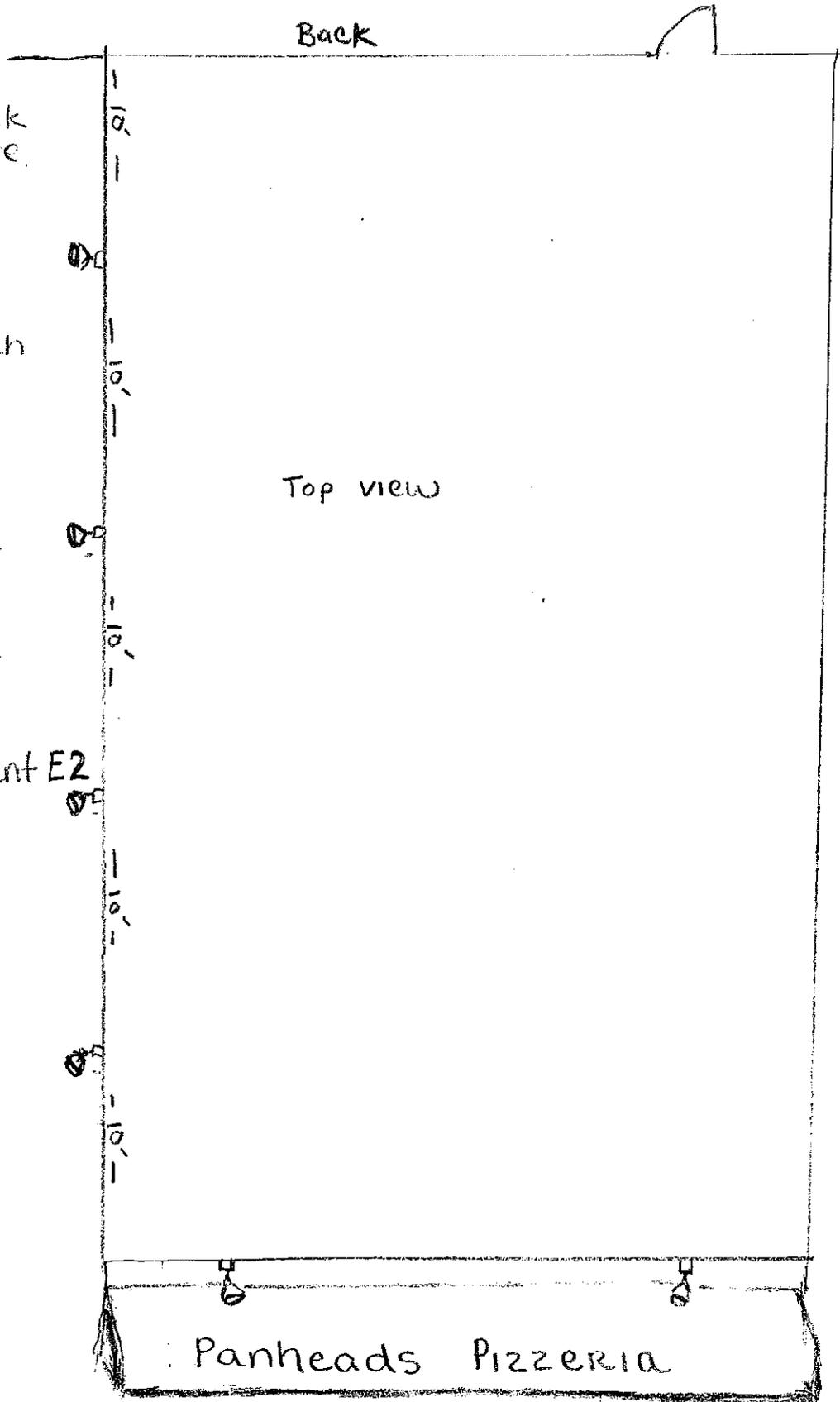
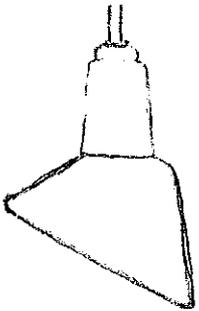
Placement:

4 light on left side  
of building facing  
Canal St

Spaced 10 ft apart

Example:

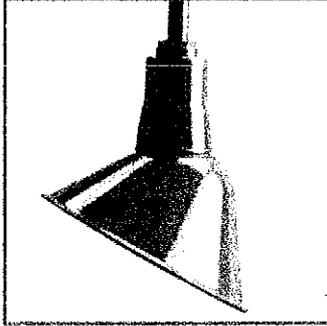
Please See Attachment E2



E2

# Residential Landscape Lighting & Design

300 Shepherd Drive, Suite B  
 Houston, Texas 77007  
 Phone: (713) 863-7699  
 Fax: (713) 979-1429  
 Printed On: 1/4/2010 4:21:09 PM



RETAIL PRICE: ~~\$310.13~~  
**SALE PRICE: \$238.55**  
 NEW!!!

QUESTIONS? Call 1-800-239-2939  
 Mon—Fri, 8am—5pm CST

## RLLD Gooseneck Lighting Fixture

Item Number: LSI ADINC  
 Manufacturer: RLLD

Indoor and Outdoor 120 Volt angled reflector is available with various gooseneck brackets and alternate lamp sockets. Its features include:

- Colors: Metallic Silver, Gloss White (standard), Gloss Black (pictured), Gloss Red, Gloss Green, Textured Rust
- Medium Base Lamp (NOT SUPPLIED)
- **MINIMUM ORDER ON THIS ITEM IS QUANTITY OF 2**
- If the galvanized option chosen, the fixture will be galvanized, the arm and/or the wire guard will be in Metallic Silver (MSV)
- UL listed for wet location
- Available to ship within 5 business days for standard White finish, other colors take longer ~10 - 15 business days

Download Full Color Brochure From Spec Sheet Button (see left)

CLICK [HERE](#) TO VIEW BRACKETS

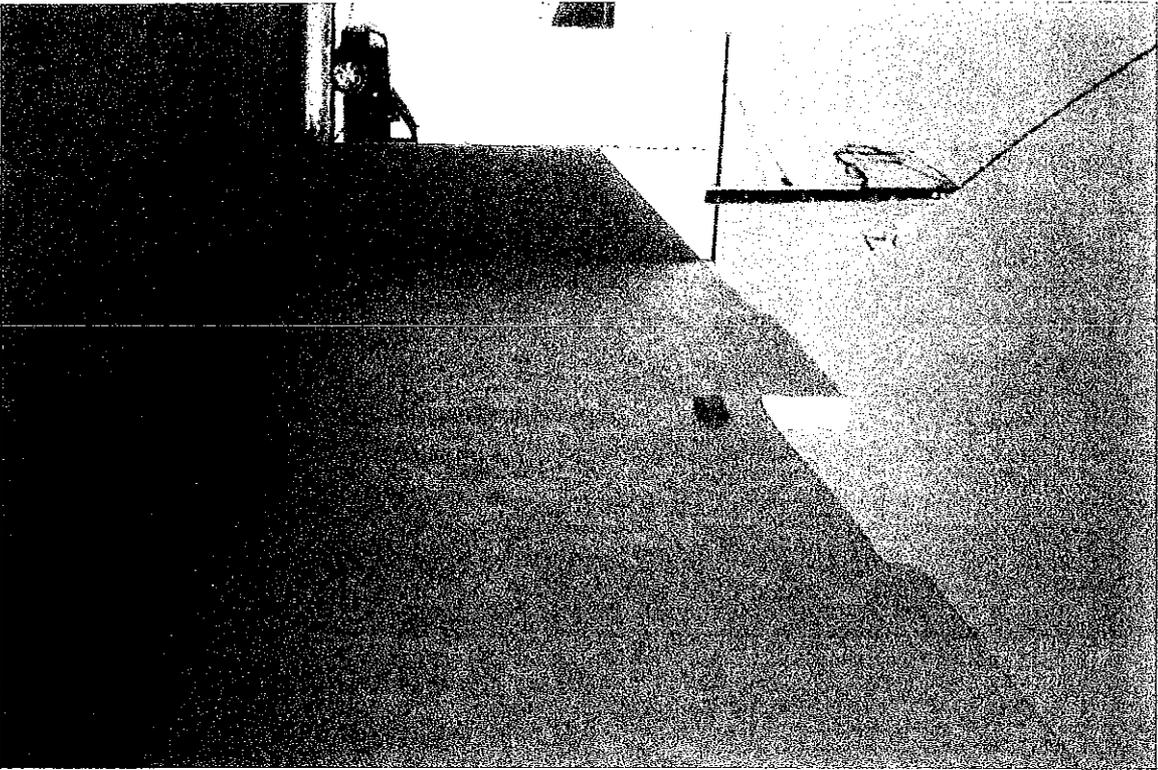
AD SERIES - MOUNTED TO TYPE A ARM

RLLD Fixture	Gooseneck Bracket	"A"
AD100	TYPE A	34-1/4"
AD160	TYPE A	35 3/4"
AD200	TYPE A	37-1/4"

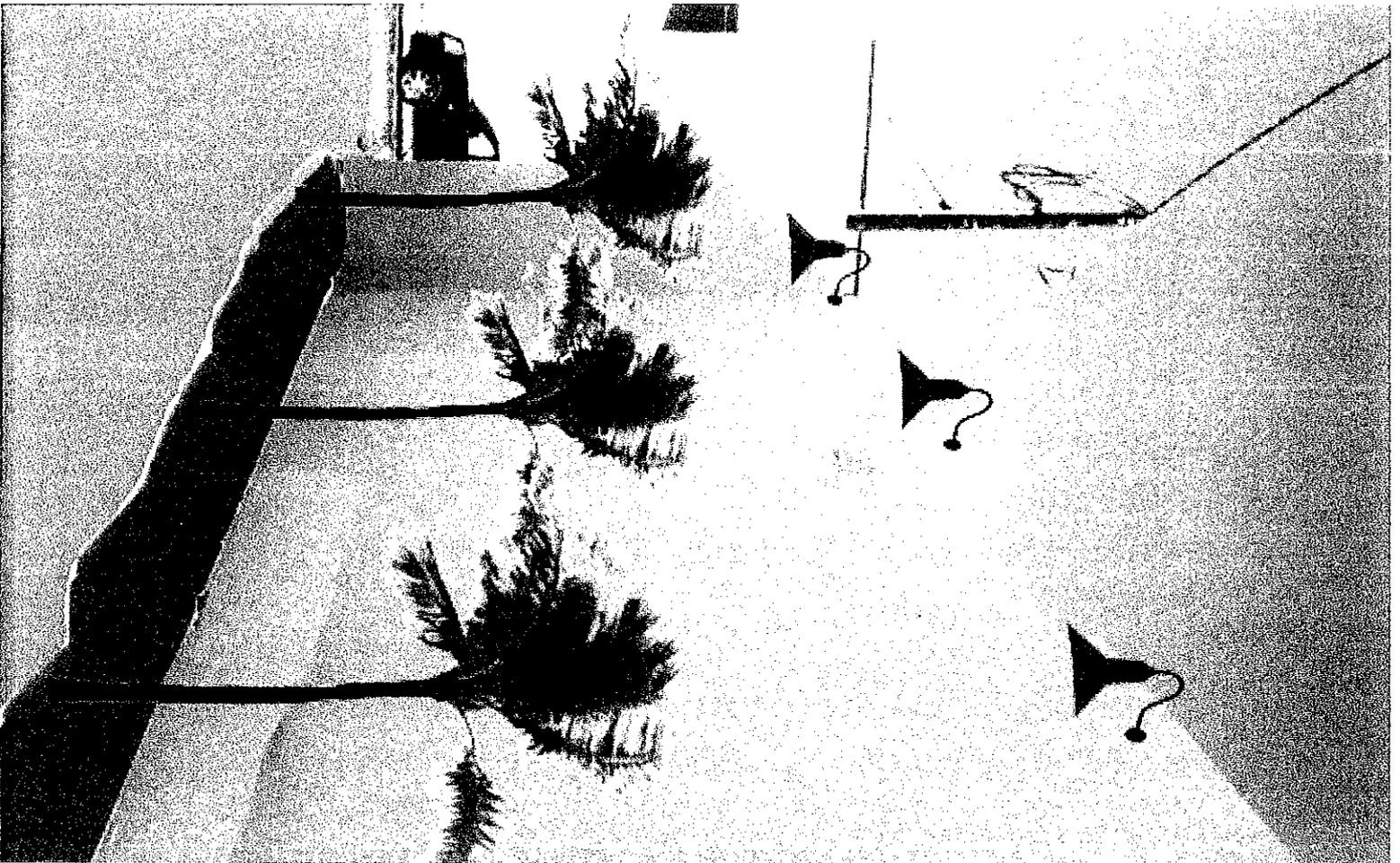
Shown as example only. many other bracket choices to choose from.

### Paint Color:

- Gloss White (standard) +\$0.00



Before

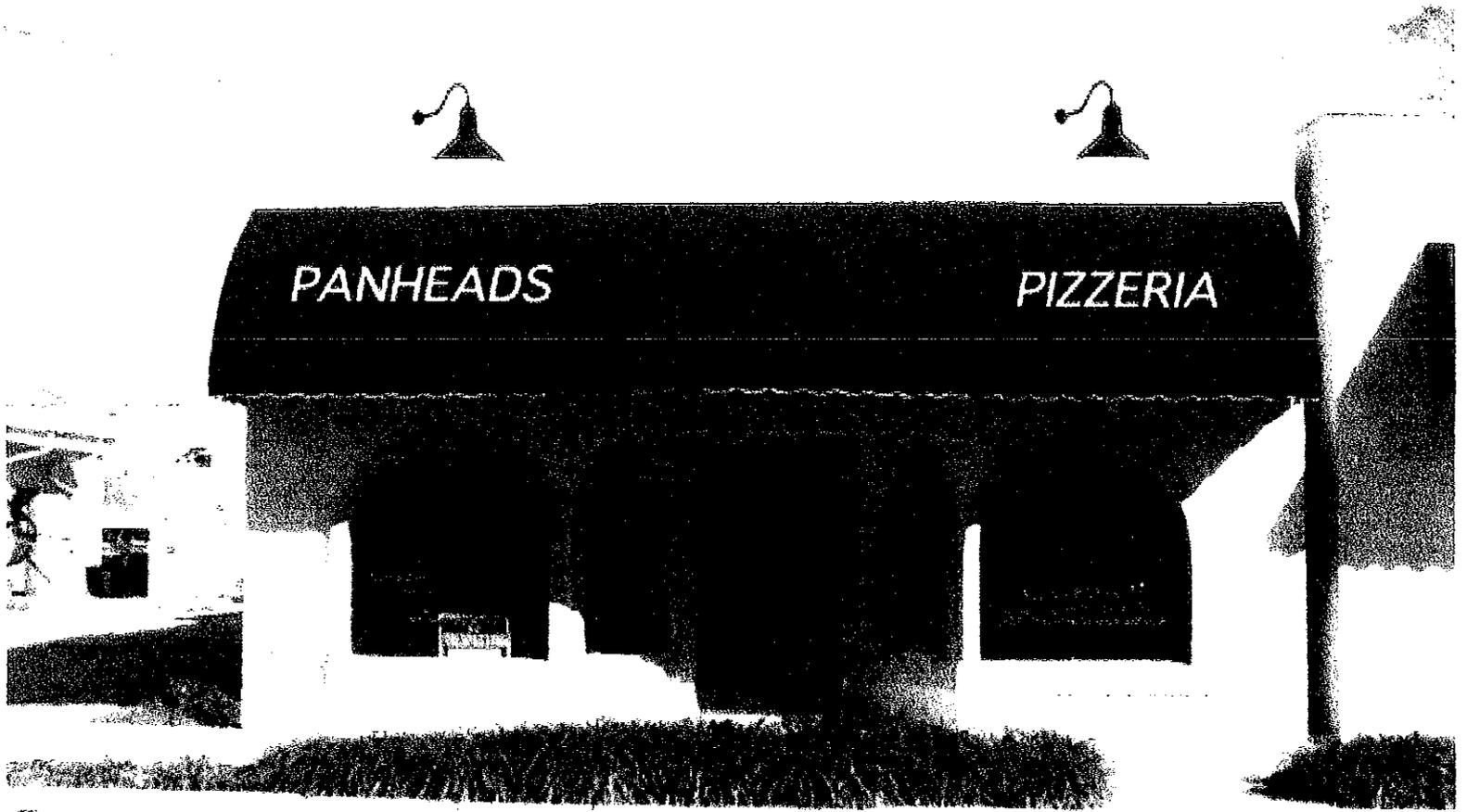


After

\* Picture not actual representation

After

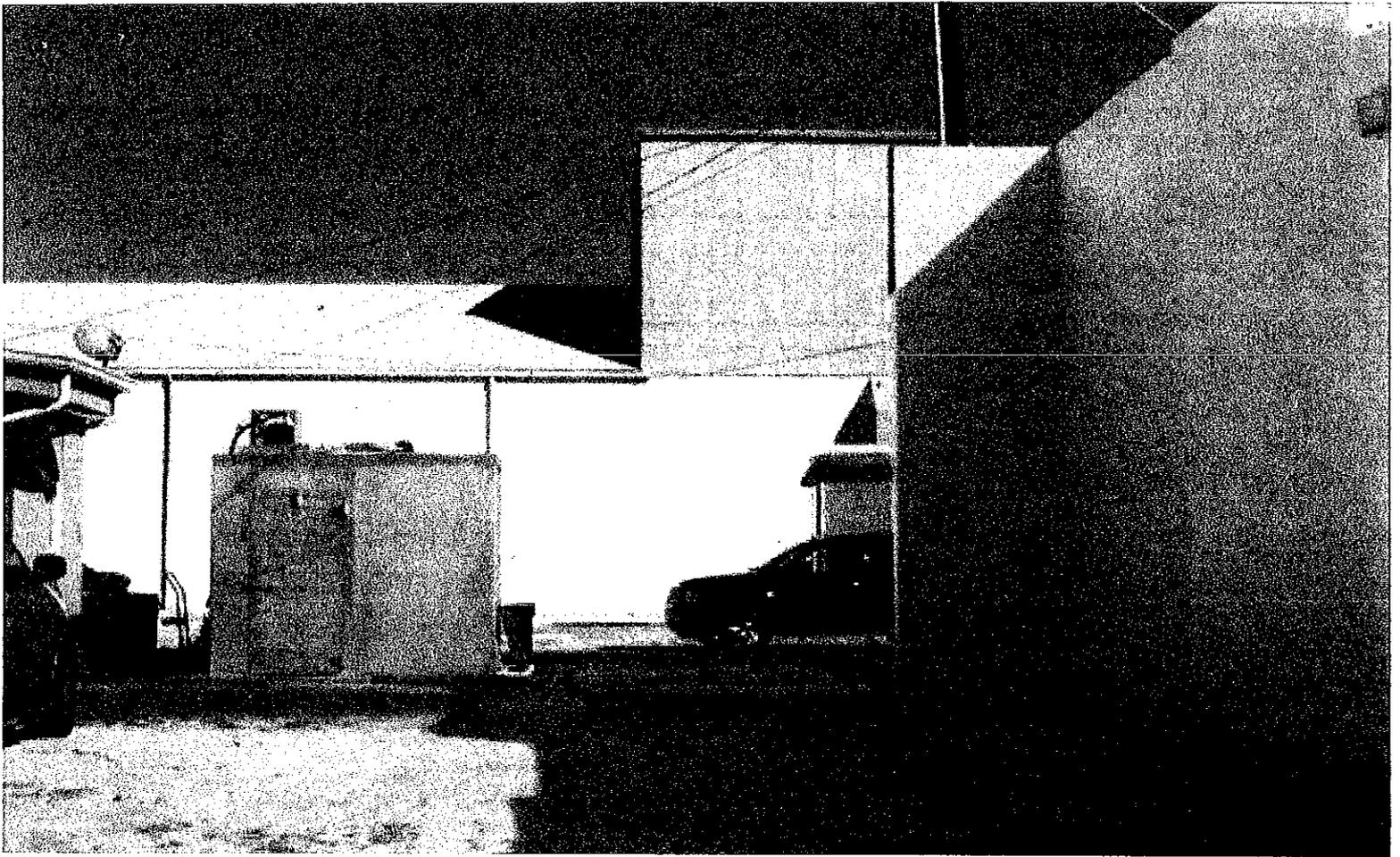
\* Image is not exact representation



Before

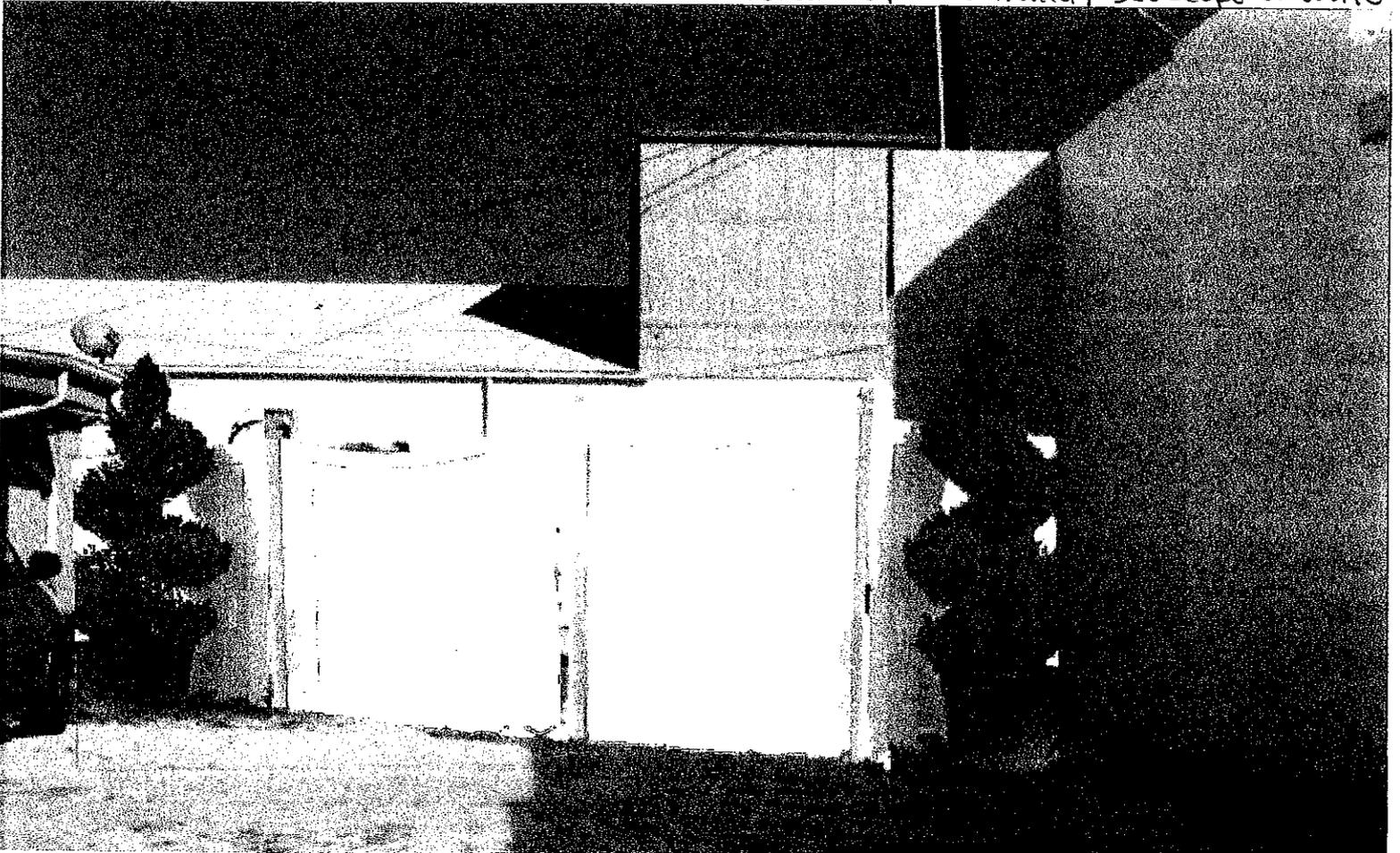


Before



After

\* Picture is not actual representation See scope of work



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

SUBJECT: Review of the January 28 letter from the Southeast Volusia Hospital District

AUTHORIZED BY: Tony Otte

CONTACT: Tony Otte

AGENDA DATE: February 3, 2010

REGULAR x      CONSENT

**MOTION/RECOMMENDATION:**

Staff requests discussion on this item.\*

---

**BACKGROUND:**

On December 28, 2009 the City Finance Director sent a letter to the Chief Financial Officer of the SE Volusia Hospital District to remind him that per Florida Statutes 163.387, the District's contribution to the CRA Trust Fund is due on or before December 31, 2009 (a copy of this letter is attached). The contribution amount was calculated to be \$787,421. The letter quotes the statute as follow:

“any taxing authority that does not pay the increment to the trust fund by January 1 shall pay to the trust fund an amount equal to 5 percent of the amount of increment and shall pay interest on the amount of increment equal to 1 percent for each month the increment is outstanding.”

At the January 28, 2010 meeting of the SE Volusia Hospital District, the board voted to approve a letter to respond to Carol Rogers' letter. (A copy of the District's response letter is attached.) The letter states in part that, "... the SEVHD believes that it should not be required to submit this requested contribution... Please let us know if you believe we are in error in our interpretation of the statute.”

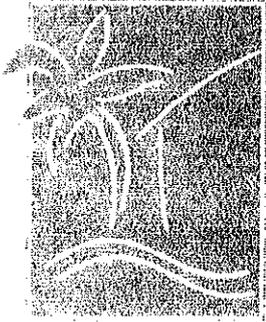
Mr. Mark Hall will be working with CRA and City staff in preparing a response to this letter.

**FISCAL IMPACT:**

Staff believes that this item will be resolved with the Hospital District making the proper payment to the CRA per the requirements of state law as quoted above.

**OTHER OPTIONS:**

No other options are available per state law.



## Community Redevelopment Agency

210 Sams Avenue • New Smyrna Beach, Florida 32168 • 386-424-2265 • FAX 386-424-2270

December 28, 2009

Mr. Al Allred  
Chief Financial Officer  
S.E. Volusia Hospital District  
401 Palmetto Street  
New Smyrna Beach, FL 32168

Dear Mr. Allred,

Pursuant to Florida Statutes, Chapter 163.387, the S.E. Volusia Hospital District's contribution to the Community Redevelopment Agency Trust Fund is due on or before December 31, 2009. The calculation of said contribution in the amount of \$787,421 is as illustrated on the attached schedule.

Pursuant to Chapter 163.387, Florida Statutes, "any taxing authority that does not pay the increment to the trust fund by January 1 shall pay to the trust fund an amount equal to 5 percent of the amount of increment and shall pay interest on the amount of increment equal to 1 percent for each month the increment is outstanding."

If you need any additional information, please feel free to contact me at 386-424-2120 or by email at [cerogers@cityofnsb.com](mailto:cerogers@cityofnsb.com). Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Carol Rogers". The signature is written in black ink and is positioned above the typed name.

Carol Rogers, CPA  
On behalf of  
Community Redevelopment Agency Director

cc: Pam Brangaccio, Interim City Manager  
Carol Rogers, Finance Director



January 28, 2010

Carol Rogers, CPA  
Community Redevelopment Agency  
210 Sams Avenue  
New Smyrna Beach, FL 32168

Dear Ms. Rogers,

On behalf of the Southeast Volusia Hospital District (SEVHD), I am responding to your letter of December 28<sup>th</sup>, 2009 sent to Mr. Al Allred, CFO of Bert Fish Medical Center regarding the requested "contribution in the amount of \$787,421.00."

Pursuant to our ongoing discussions regarding the CRA and the District and the contributions that have been already made in past years, and again being requested this year, the SEVHD believes that it should not be required to submit this requested contribution for the following reason...Chapter 163.387 (2) (a) states "...each taxing authority shall, by January 1 of each year, appropriate to the trust fund for so long as any indebtedness pledging increment revenues to the payment thereof is outstanding ...." It is our understanding that at the time the SEVHD allocated its hospital district ad valorem millage, there was no outstanding indebtedness pledged by the New Smyrna Beach CRA. Therefore, the requirement for this contribution is negated.

SEVHD is responsible for providing healthcare to a community of citizens who have little or no funds to pay for their healthcare. That is why the District allocates the ad valorem hospital district tax. The contribution so noted will be used to offset the healthcare we provide to this population of patients.

Please let us know if you believe we are in error in our interpretation of the statute.

Sincerely,

A handwritten signature in cursive script that reads "Thomas Ownby".

Thomas Ownby, M.D.  
Chairman, SEVHD

cc: SEVHD Board of Commissioners  
Bob Williams, President/CEO  
Adam Barringer, New Smyrna Beach Mayor  
Pam Brangaccio, New Smyrna Beach City Manager

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

SUBJECT: Discussion of the Myrtle Ave Project

AUTHORIZED BY: Tony Otte CONTACT: Tony Otte

AGENDA DATE: February 3, 2010 REGULAR  CONSENT

**MOTION/RECOMMENDATION:**

Recommend combining all proposed Myrtle Ave. Projects into one project and re-prioritizing to an A category project due to the great interest generated by the Westside Community

---

**BACKGROUND:**

The CRA plan update project list contains two references to Myrtle Avenue:

- Project 20 in the B listing, "Myrtle Avenue Infrastructure Project", \$500,000
- Project 28 in the C listing, "Myrtle Avenue Traffic Calming", \$150,000

Last year CRA staff member Michelle Martin was directed to work with Ruby Clark and Kerry-Ann Purkiss to develop concepts for right-of-way (R/W) improvement projects in this area as follows:

- Myrtle Ave Landscaping, from West Canal Street to Mary Avenue, to provide corner clip landscaping at three locations on properties owned and occupied by three churches:
  - Mt Olive Primitive Baptist Church and Parsonage
  - Pleasant Grove Baptist Church
  - New Hope Baptist Church

These improvements would consist of landscaping and some hardscaping features on the corner clips at the SW corner of Myrtle Ave and Washington St, the NE corner of Myrtle Ave and Washington St, and the SW corner of Myrtle Ave and Mary Ave. The landscaping and hardscaping features would be furnished and installed by the CRA and maintained by the churches. The responsibility for the cost of irrigation has not yet been determined.

- Myrtle Ave R/W Improvements, from West Canal Street to Mary Avenue, to obtain a 2 FT easement on the west side of the roadway, widen the shoulder by 2 FT and relocate the 4 FT sidewalk to the new west R/W line with a 2 FT utility strip for street trees and ground cover, install irrigation, replace the west curbing, and resurface the roadway.

The Westside Community has just started a planning process to develop a neighborhood plan for the area. The initial meeting was held on Monday, January 25, and was well attended.

As stated above, the CRA Redevelopment Plan Update also has projects listed for Myrtle Avenue in the Priorities Matrix (B and C categories).

Recommend combining all proposed Myrtle Ave Projects into one project and re-prioritizing to an A category project due to the great interest generated by the Westside Community.

FISCAL IMPACT:

Unknown until specific projects are developed

OTHER OPTIONS:

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

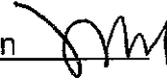
The total amount presently budgeted for the project is \$650,000, as shown in the 2010 CRA Redevelopment Plan Update

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

**SUBJECT:** Temporary Parking Lot Use Agreement – CRA Parking Lot at the  
Corner of Julia Street and Lewis Street

**AUTHORIZED BY:** Anthony Otte

**CONTACT:** Michelle Martin



**AGENDA DATE:** 2/3/10

**REGULAR**

**CONSENT**

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**MOTION/RECOMMENDATION:**

Approve to allow temporary use of approximately 15 parking spaces of the CRA Parking Lot, at the corner of Julia Street and Lewis Street, to Hanson Professional Services, Inc, Project Manager for the Volusia County Health Department Remodeling Project

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**BACKGROUND:**

There is an upcoming project to remodel the Volusia County Health Department at 717 Canal Street, including improvements to their parking lot. During construction it will be necessary to close off part of the Volusia County Health Department parking lot, and their Construction Project Manager, Ed Morales with Hanson Professional Services, Inc, has requested temporary use of approximately 15 parking spaces of the CRA Parking Lot, at the corner of Julia Street and Lewis Street, to handle their construction overflow parking.

The Volusia County Health Department construction will begin in late February 2010 and is anticipated to be complete by late August 2010.

Hanson Professional Services, Inc has provided a letter for this request and stated in the letter that there will be no materials or construction equipment stored or parked in the CRA Parking Lot during their construction project.

Attachment: Hanson Professional Services, Inc, Letter of Request  
(Dated January 25, 2010)

January 25, 2010

City of New Smyrna Beach  
Community Redevelopment Agency  
210 Sams Avenue  
New Smyrna Beach, FL 32168

Dear Community Redevelopment Agency:

We are requesting temporary use of approximately 15 spaces of the CRA parking lot at the corner of Lewis St. and Julia St. for construction overflow parking during the construction of the Volusia County Health Department's new 3,250 SF addition and renovation. Construction will begin in Late February, 2010 and is anticipated to be complete by late August 2010. No materials or construction equipment will be stored or parked on the CRA lot during this project.

Our contractor, Peter Brown Construction will coordinate use of the lot with the CRA to avoid interfering with any CRA projects. We understand that CRA needs for use of the parking lot take priority over our project and respectfully request your consideration in this matter. We have attached a site plan with this letter to help you better understand our project.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.

Ed Morales, RA, LEED AP  
Project Architect

Enclosure

cc: VCHD, File



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

SUBJECT: Amtrak/FEC Corridor in Florida Proposal

AUTHORIZED BY: Tony Otte

CONTACT: Noeleen Foster

AGENDA DATE: 2/3/10

REGULAR

CONSENT

**MOTION/RECOMMENDATION:**

Approve the development of a proposal for consideration in the next phase of Amtrak Station development and how it could tie in to FDOT plans for the US 1/Canal Street intersection.

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**BACKGROUND:**

Florida's local governments, regional planning councils, FDOT, Rail America (owners of the FEC railway) and Amtrak have been working together on a \$286 Million ARRA application/proposal to reintroduce passenger service, via Amtrak, on 326 miles of FEC railway between Jacksonville and Miami. This bid will be awarded March 1, 2010 with construction to begin immediately and expected date of completion October 2012. The overall goal is to be able to ride from Jacksonville to Miami in roughly 6 hours.

Amtrak prioritized the proposed new stations on the East Coast of Florida which include St. Augustine, Daytona Beach, Titusville, Cocoa / Port Canaveral, Melbourne, Vero Beach, Fort Pierce, and Stuart. The locations of the proposed stations were developed using demographics of a 30-mile ridership shed area that would provide sufficient numbers of local daily users. New Smyrna Beach is approximately 15 miles from the station projected in Daytona Beach and falls well within those projected parameters.

Please see attached for further information. Other items of interest:

- The new Amtrak/FEC corridor project will provide rail transit service to 11 Florida Counties and 8.3 million Floridians. This population is projected to grow to over 10 million by 2020.
- This entire rail project gets built for about \$750,000 per mile as opposed to most passenger rail projects which come in at the \$5 –10 Million per mile range ~ this project is a bargain as far as rail goes.

- The project will implement redevelopment plans, increase “stay-cations”, increase local spending capture, and provide immediate construction jobs along the entire east coast of Florida
- Near-term job creation and economic stimulus for Florida’s workforce, businesses, and national and international tourism
- Project is expected to create 2,100 direct and indirect jobs through service initiation (2012) and 6,300 through 2025.

Chad Lingenfelter, Chief Planner, the City’s transportation planner, and the City’s representative on the Volusia County Metropolitan Planning Organization Technical Coordinating Committee, has assessed New Smyrna Beach’s unique position to develop a proposal for the next phase of station development.

The historic New Smyrna Beach train station was located west of US 1 and south of Canal St. This site has retained the required parameters for station site consideration due to the 44 overpass on the south side. In addition this location is adjacent to the only FEC locomotive repair yard that could enhance the overall site plan. The former Dunn Lumber site at 533 Canal is also adjacent and could also be incorporated for business development or site parking needs.

A proposal would enable New Smyrna Beach to approach local and state representatives for project support to acquire a train station on the corner of Canal Street and US 1.

Chad will be present at the meeting to also give an update on FDOT’s plans to add turning lanes to US 1 at the Canal Street intersection. This may be an opportunity for the CRA to add “place-making features” at this intersection to attract tourists to the Canal Street business districts. Such features could range from special stamped concrete crosswalks to an overhead sign to signify the entrance to the city’s historic business districts.

The Dunn property is also scheduled to receive special landscaping to be paid for with grant funds. The status of the environmental work planned for the Dunn property and the removal of the buildings will also be discussed.

## FISCAL IMPACT

The fiscal impact will not be determined until specific projects are identified. The train stations on the initial list are proposed to be funded with federal stimulus funds, contingent on the local government’s agreement to maintain the station. It has been suggested that a surcharge be placed on tickets to pay for station maintenance, but that proposal has not been approved.

## OTHER OPTIONS

There are many options in this discussion, including a number of “place-making” improvements.

## Amtrak/FEC Corridor ~ Federal Stimulus Project

### **Key Dates and Project Highlights**

#### Project Timeframe

- ARRA application submitted October 2, 2009  
(*High-Speed Intercity Passenger Rail (HSIPR) program, Track 2 funding*)
- ARRA grant award expected early 2010
- FDOT grant receipt expected February 2010
- Expected date project work begins – March 2010
- Expected date of completion & passenger train service begins – October 2012

#### Project Scope and Operations

- \$268 Million dollar passenger rail project affecting 326 miles of Florida's east coast, between Jacksonville and Miami
- The new Amtrak/FEC corridor project will provide rail transit service to 11 Florida Counties and 8.3 million Floridians. This population is projected to grow to over 10 million by 2020
- Counties served: Duval, St Johns, Flagler, Volusia, Brevard, Indian River, St Lucie, Martin, Palm Beach, Broward & Miami-Dade
- 8 new stations to be constructed:

St. Augustine	Melbourne
Daytona	Vero Beach
Titusville	Fort Pierce
Cocoa	Stuart
- Rail interconnection constructed between the CSX and FEC in the West Pam Beach area (will accommodate Tri-Rail extension north into northern Palm Beach County)
- 2 trains running northbound and southbound to start (could grow to 4-6 trains daily)
- Trip between Jacksonville and Miami should take roughly 6 hours
- Early ridership forecasts indicate up to 250,000 annual riders for this service

#### Statewide Project Support

- More than 120 resolutions and letters of support adopted by public and private organizations around the state. These include city and county commissions, MPO boards, regional planning councils, chambers of commerce, tourist development councils, merchants' associations, state-wide organizations, and others.
- Florida's only ARRA transit application in partnership with a national entity (Amtrak)

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FLORIDA ECONOMIC STIMULUS ~ HIGH-SPEED / INTER-CITY PASSENGER RAIL PROGRAM (through FRA)

AMTRAK/FEC CORRIDOR PROJECT (Submitted by FLORIDA DOT & Amtrak)

### **Economic Development Impacts**

- The project will implement redevelopment plans, increase “stay-cations” (vacations within Florida for Floridians), increase local spending capture, and provide immediate construction jobs along the entire east coast of Florida
- Near-term job creation and economic stimulus for Florida’s workforce, businesses, and national and international tourism
- Project is expected to create 2,100 direct and indirect jobs through service initiation (2012) and 6,300 jobs through 2025

### **Florida’s Greener Future**

- The Amtrak project is part of Florida’s statewide transit network which will improve mobility, reduce carbon emissions, and reduce dependence on foreign oil
- Immediate traffic reliever for I-95
- Immediate reduction in GHG emissions and VMT in Florida

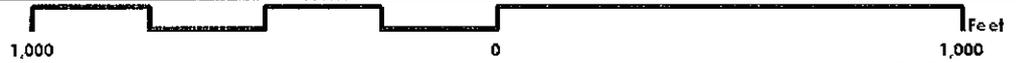
### **Politics of the Project**

- This will be the first-time passengers have ridden on FEC rails since 1968
- This is a high profile, “green” project with loads of citizen support
- This entire rail project gets built for about \$750,000 per mile as opposed to most passenger rail projects which come in at the \$5 - 10 Million per mile range ~ this project is a bargain as far as rail goes
- Project “ribbon-cutting” opportunities present themselves at each of the new stations
- Amtrak’s inaugural passenger train run on the FEC will become a significant media event
- Project will be completed October 2012 – just in time for the November 2012 elections





3,000' Siding

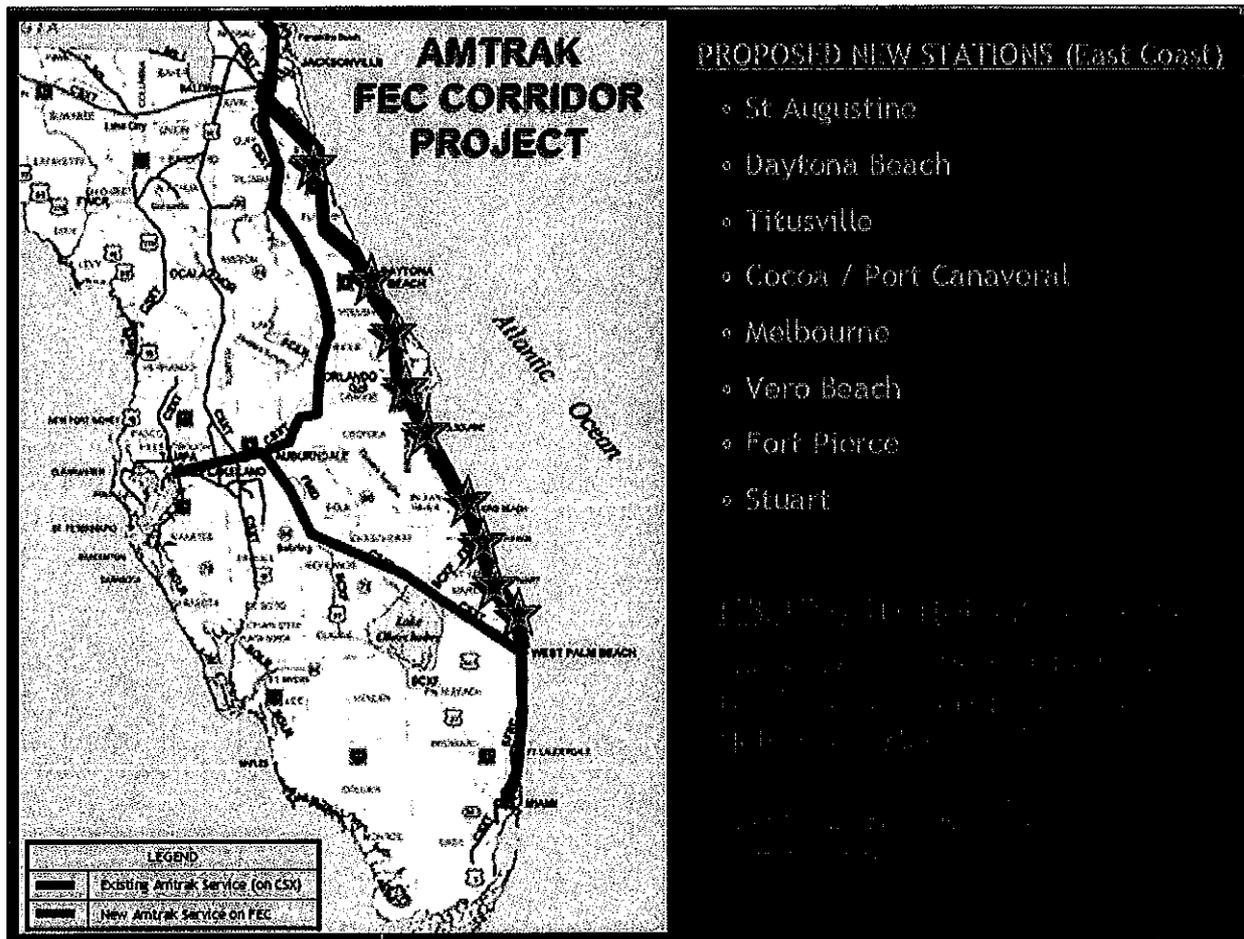


January 24, 2018

## AMTRAK/FEC CORRIDOR IN FLORIDA FEDERAL STIMULUS PROJECT

Florida's local governments, regional planning councils, FDOT, Rail America (owners of the FEC railway) and Amtrak have been working together on a \$268 Million ARRA application/proposal to reintroduce passenger service, via Amtrak, on 326 miles of FEC railway between Jacksonville and Miami. Florida needs your help to make this a reality.

Provided below is a project map and summary outlining the importance and statewide support for the project. Florida's needs your help to be successful in securing stimulus money for this strategic project and investment in Florida's future.



*FLORIDA ECONOMIC STIMULUS ~ HIGH-SPEED / INTER-CITY PASSENGER RAIL PROGRAM (through FRA)*

**AMTRAK/FEC CORRIDOR PROJECT (Submitted by FLORIDA DOT & Amtrak – 10/2/2009)**

# ***REPORTS AND COMMUNICATIONS***

# INTERIM CRA DIRECTOR'S REPORT

January 5, 2010

## Announcements

- When the CRA plan update is approved, Staff recommends that the CRA hold a Budget Workshop. One purpose of the workshop will be to review the prioritized project list in the plan update, for two reasons:
  - As the plan update indicates, there is a substantial gap in the amount of funds required to complete all the projects on the list. In addition to the amounts listed, there may be additional tasks in the projects listed that will require more funds.
  - There was apparently some numbers provided in the draft plan that were unclear. It may be helpful to review the numbers assigned to each project.

## Work Priorities

- Finalize the CRA plan update including the revised budget – please see section above.\*
- Expedite completion of capital projects – Please see the status report.\*
- Expedite the completion of negotiations for the Hampton Inn New Smyrna Beach parking – please see the agenda item.\*
- Staff schedules a meeting with hospital officials to discuss possible projects, and the meeting was cancelled due to jury duty. Another meeting will be scheduled.\*
- Staff will schedule a meeting with County officials to discuss the CRA program. One meeting has already been held with a County Councilmember.\*
- Dunn Property: please see agenda item.
- Wayfinding and FDOT signage: Staff will explore the possibility of getting FDOT signage (the brown directional signs for our historic downtown areas) and the cost of a wayfinding sign system using local artists.
- Staff attended a helpful meeting with officials at the Utilities Commission to discuss project coordination.

\*These items are City Manager priorities.

## Tracking Report Items

CRA staff will report on/discuss these items that were mentioned at the December CRA meeting:

- Review of CRA commercial impact fee assistance regarding compliance with every consideration is required.
- A list of properties and projects impacted by Amendment 4.
- Draft a letter to the City Commission re CRA concerns.
- Research the return of funds from the Esther St project.
- Presentation of a comprehensive CRA incentive program.
- Report on adoption of Resolution 42-09 re the county resolution on CRAs.
- Research CRA lots for a Skate park
- Did Glatting accept \$3,500 Fixed Fee (S. Orange Streetscape Addtl Services)?
- At the completion of the W. Canal Streetscape project, bring back to CRA a list of items deleted from the project, review list with the CRA to determine which items can be restored to the project
- FDOT plans for SR 44 triangle
- "Name the Loop" contest.
- Can CRA fund directional signage outside the CRA?
- Track down glass engraved plaques that were located near gazebo in Pine Park.



**Glenn and Cindy Jones Say**

*Thank You*

**City of New Smyrna Beach,  
Community Redevelopment Agency &  
Our Customers and Neighbors**

**for Your Support with this Downtown Revitalization Project!**

*Keep the Charm, Be the Charm*

**Private Equity + CRA Aid in Construction = Save the Charm**