

**MEMORANDUM**  
**FROM THE OFFICE OF THE CITY MANAGER**

**To:** Mayor and City Commission

**From:** Pam Brangaccio, City Manager 

**Re:** City Manager's Report – October 11, 2016

**Date:** October 3, 2016

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On Wednesday, September 21<sup>st</sup> the CM, Police Chief Coffin and Assistant City Attorney McDole met to discuss the possible use of golf cart taxis operating within the City. A follow up meeting is being set up with the Island Hopper proponents to further discuss this matter.

The Mayor, CM, Police Chief Coffin and Daytona Beach Shores Mayor Jennings met to discuss the “Big Trucks on the Beach” events on the beach.

On Thursday, September 22<sup>nd</sup> the Mayor, CM, ACM, Police Chief Coffin and Maintenance Operations Director Faith Miller met with Dolores Maylone regarding requests from the Myrtle Avenue neighborhood residents. Attached are the requests made and the proposed costs of the improvements requested.

At the September 28<sup>th</sup> the River to Sea Transportation Planning Organization (TPO) approved the reallocation of \$1.6M to the Turnbull Bay Bridge project. The CM, ACM, Commissioner Sachs and Commissioner McGuirk were in attendance.

Chief Anglin has advised that the fire truck has been wrapped again in pink this year, and is in service as part of the Breast Cancer Awareness Month activities. Attached is the new design for this year's t-shirt which will be available for sale at Fire Station 52; with proceeds going to assist local families affected by this disease.

Please see attached Anna Hackett's resume. Ms. Hackett has accepted the position of PIO/Marketing Manager and started on Tuesday, October 4<sup>th</sup>.

Please see attached email and worksheet from Capital Improvement Project Manager Michelle Vallance regarding the bids received for Holland Park. Five bids were received with all five being over budget. Ms. Vallance gave three options

for consideration of how to proceed; #3 is the recommendation based on option based on fiscal considerations; which begins with rejecting all bids by the Commission and working with ECHO on the priority items for the site.

Please see attached a letter received by the Mayor from Jim Morris, P.A. on behalf of Stewart Mitchell, regarding sidewalk requirement in county ROW on Saxon. The Planning Manager has requested that the applicant work directly with the County to resolve, as the sidewalks need to be constructed.

Attached is a listing of the FIND Waterway Assistance Program 2016-2017 Grant Awards. The City has been awarded a FIND grant for the design for the expansion of the Swoope Boat Ramp project. The formal agreement will follow this fall.

The Police Department was awarded a \$5,000 High Visibility Enforcement grant funding to assist with enforcement efforts for pedestrian and bicycle safety. Attached is a copy of the letter of agreement pertaining to this grant.

On Monday, October 3<sup>rd</sup> Commissioner McGuirk met with the CM, ACM and Police Chief Coffin to discuss the Sugar Mill Speed Study in preparation for a November 2016 meeting with the Sugar Mill HOA.

Mayor Hathaway, along with the CM an ACM met with Keith Engler, D.C. in response to his concerns regarding the new foliage on the N. Causeway between Barracuda Boulevard and Middle Way. We committed to monitor the growth of the plants as not to hide his business.

Please see attached the new recycling flyer provided by Waste Pro informing residents of the switchover of recycling providers, effective the first week of October.

Attached is an update provided to the Commission on the upcoming year of agenda topics for the Neighborhood Council. Tonight's agenda has an appointment for a current vacancy; and the Council would appoint a new chairperson at their next meeting. We recommend that it continue with the agenda items listed for 2017.

Should you have any questions or need additional information or clarification, on any of the items presented in this report, please let me know.

Proposed Improvements: Addition of curbs/gutters with associated stormwater improvements, new sidewalks, and re-surfacing of existing roadway. Improvements to be similar to improvements done on North Myrtle with the exception of the stormwater which would need to include swales and drainage structures on South Myrtle. (Project distance from Downing to SR 44: 724.0)

Description	Quantity	Unit Price	Estimated Cost
<b>Full property boundary survey</b>	1		\$ 3,200
<b>Curbs &amp; gutters</b>	1,448 lf	\$14.00/lf	20,272
<b>Swales</b>	1,448 lf	12.00/lf	17,376
<b>Sidewalks</b>	1,448 lf	15.00/lf	21,720
<b>Paving (inc. milling existing)</b>	2,417 sy	25.00/sy	60,425
<b>Striping &amp; signage</b>	1 ls	20,000	20,000
<b>Drainage structures</b>	1 ls	25,000	25,000
<b>Restoration (sod)</b>	1 ls	15,000	15,000
<b>MOT</b>	1 ls	7,500	7,500
<b>Mobilization</b>	1 ls	7,500	7,500
			Sub-total - \$194,793
<b>Contingency @ 20%</b>			38,959
<b>Design &amp; CEI @ 15%</b>			29,219
			Total - \$269,271
			<b>Total including survey: \$266,171</b>

Estimates provided by Jeff Corey (survey) and Quentin Hampton (design & construction unit prices).

Notes:

- Archaeological zone – would have to have an archaeologist on bound – added cost.
- With curbs/gutters – inlets should be every 300' maximum;
- Draft cost estimate includes new 5' sidewalks on both sides of the street;
- There are seven (7) homes with no paved driveways, City Eng. advised that normally when upgrading a street like this that the project would include driveway aprons at 16' x 15' – costs above do not include driveway aprons.
- Estimate only includes re-sodding disturbed areas; it does not include enhanced landscaping or streetlights.
- South Myrtle from Canal Street to Downing – 1,064.67'

## South Myrtle (from Canal to SR 44) Resident Requests

### Immediate Safety Needs:

- A 4- way stop sign and pedestrian crosswalk at the corner of Downing and Myrtle – two traffic studies completed – 6/28/16 – 7/7/16 and 8/26/16 – 9/6/16. **No reported crashes at this intersection in 3 years+ and no reported crashes on Myrtle between SR 44 and Canal Street for the same timeframe.**
- Completion of the existing 5" high curbing on Myrtle; completion of curbing will run from Downing to SR 44, and should keep the street pavement narrow, at more than 19' wide - **cost estimate including this improvement provided.**
- Two full size stop signs with a pedestrian crosswalk at the corner of the ALF property, across Myrtle – **not warranted by traffic study, and location too close to intersection of South Myrtle & SR 44.**
- Reduction of the speed limit to 20 mph – **Recommendation forthcoming from Police Chief based on Traffic Study.**

### Three month Goals:

- Contact the ALF having them plant standard, single trunk, Natchez white crepe myrtles on their NW corner and along the North side of their property to provide a cohesive streetscape to the street. **ALF contractor has agreed to use single trunk white Natchez crepe myrtles instead of lavender ones.**
- Place signage across Canal St. & SR 44 that warn large trucks that Myrtle is a "no large truck" street before the trucks commit to turnind down Myrtle, which is already marked on Myrtle as a "no large truck" street. **Need to confirm whether or not DOT will allow this.**
- Additional lighting in Myrtle Avenue Park – **Discussion item.**
- For uniformity and beauty, completion of the streetscaping done by residents with standard, single truck, Natchez crepe myrtles in front of homes not yet having them. **Challenges: No irrigation; City does not normally allow plantings within the right-of-way (between sidewalk and street).**

### Other desires:

- Decorative antique lighting down the street – "Acorn" – **decorative underground subdivision lighting authorized by the UC – installation costs \$1,323.83 per light. 100W fixture illuminates approx. 40' from pole.**
- Adding a roundabout in the middle of Myrtle at the corner of Downing and Myrtle in addition to the 4-way stop sign being added at the corner of Downing and Myrtle – **limited right-of-way and not warranted by traffic study.**
- Make our section of S. Myrtle one way, running from to north with parking on the east side of the street only.

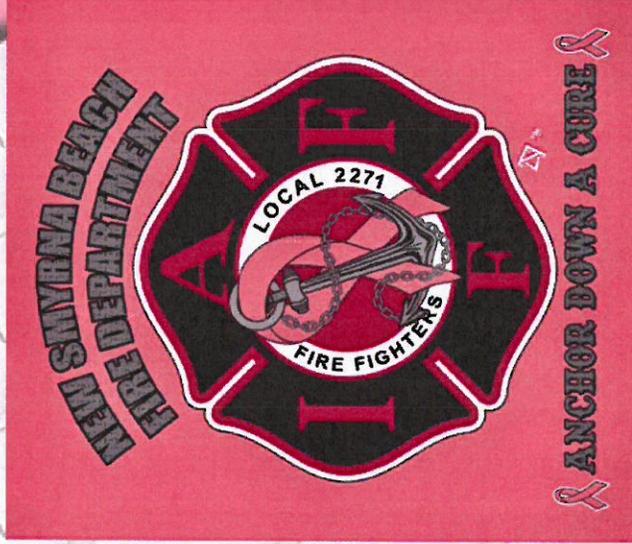
# BREAST CANCER T-SHIRT SALE

Help New Smyrna Beach Fire Department

Anchor Down a Cure for Breast Cancer

Shirts Available Now

Shirts can be purchased at  
Fire Station 52  
500 East 3rd Ave  
New Smyrna Beach, FL  
32169



Short Sleeve: \$15  
Long Sleeve: \$20  
Women's V-Neck: \$15

Proceeds will be given to local families affected by breast cancer to be used to help with treatment.

call (386) 424-2216

Or email:

[bhazelwood@cityofnsb.com](mailto:bhazelwood@cityofnsb.com)



Hackett, A. *Mitigating Circumstances*. Presented to the Maricopa County Attorney's Office, Phoenix, AZ, July, 2011.

**GUEST LECTURER:** *Serial Murder Research Consultant*. Invited to lecture to graduate students seeking forensic psychology degrees.  
Argosy University, Phoenix, AZ. November 2011.

**GUEST:** *Forensic Psychology Radio Guest*. Invited as Radio Show guest covering suspect behaviors and cold case anomalies.  
Periodically throughout 2011.

**ON-AIR REPRESENTATIVE:** *Bondurant Racing School*.

**LEADERSHIP POSITIONS**

**CRIMESTOPPERS OF NE FLORIDA** MARCH 2014- PRESENT  
Daytona, Florida  
Vice President of Communications

**SILENT WITNESS BOARD MEMBER** JUNE 2010 – FEBRUARY 2012  
Phoenix, Arizona  
Civilian Board of Directors for 1-800 phone tip line for crime tips.

## Kosorok, Tammy

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**From:** Brangaccio, Pam  
**Sent:** Thursday, September 22, 2016 6:06 PM  
**To:** Kosorok, Tammy  
**Cc:** Resheidat, Khalid; Updike, Michelle; Philord, Althea  
**Subject:** FW: Holland Park - Bid Results  
**Attachments:** LOW Bid Evaluation Worksheet\_Holland Park.pdf

Next CM report...ask Michelle to update us when a decision is reached on the options...as we also need to take to the CC to reject all bids on 10/11 if we pick #3.

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**From:** Vallance, Michelle  
**Sent:** Thursday, September 22, 2016 3:44 PM  
**To:** Brangaccio, Pam <pbrangaccio@cityofnsb.com>; Resheidat, Khalid <kresheidat@cityofnsb.com>  
**Cc:** Maddox, Nancy <nmaddox@cityofnsb.com>; Wimmer, Carole <cwimmer@cityofnsb.com>; Philord, Althea <APhilord@cityofnsb.com>; Gummey, Frank <fgummey@cityofnsb.com>  
**Subject:** Holland Park - Bid Results

All-

We received (5) bids for the Holland Park project, all of which are over budget.

Met with Carole and the engineer (PMA) today to come up with possible options for this project. (3) options are listed below for consideration:

1. Award the construction contract as is – this would require **an additional \$334,362** (BASE SCOPE ONLY) or **an additional \$465,341** (BASE + ALTERNATES).
2. Award the construction contract as is – do an immediate change order to deduct approximately \$150,000 worth of scope that we could do as a Phase 2 effort.
  - a. this would still require **an additional \$179,198** (BASE SCOPE ONLY) or **an additional \$310,177** (BASE + ALTERNATES).
  - b. We would need ECHO approval to do this.
  - c. Items suggested to be deducted would be: the walking trail, associated trail signage, fishing dock, kayak launch
3. Rebid the entire project and deduct the scope of work mentioned above in Item #2.
  - a. This would still likely come in over the available budget.
  - b. We would need ECHO approval to do this.

Attached is a spreadsheet for the low bidder showing the full bid vs. a reduced option. Totals for either option are on Page 3.

Happy to set up 30 minutes to discuss options with you all.

Thanks,

**Michelle M. Vallance**  
Capital Projects Manager

**HOLLAND PARK - LOW BIDDER EVALUATION**

ITEM	ITEM DESCRIPTION	QTY	UNIT	KIRTON ENTERPRISES		KIRTON ENTERPRISES - reduced	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization / Demobilization (Not to Exceed 5%)	1	LS	\$ 54,344.90	\$ 54,344.90	\$ 54,344.90	\$ 54,344.90
2	Silt Fence	4,016	LF	\$ 1.38	\$ 5,542.08	\$ 1.38	\$ 5,542.08
3	Floating Turbidity Barrier	140	LF	\$ 11.00	\$ 1,540.00	\$ 11.00	\$ 1,540.00
4	Clearing & Grubbing	1	LS	\$ 93,500.00	\$ 93,500.00	\$ 93,500.00	\$ 93,500.00
5	Earthwork	1	LS	\$ 60,500.00	\$ 60,500.00	\$ 60,500.00	\$ 60,500.00
6	Imported Fill	2,500	CY	\$ 11.27	\$ 28,175.00	\$ 11.27	\$ 28,175.00
7	Surveying Stakeout	1	LS	\$ 23,320.00	\$ 23,320.00	\$ 23,320.00	\$ 23,320.00
8	50' x 15' Gravel Construction Entrance	1	EA	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00
<b>TOTAL PRE-SITE PREPARATION:</b>				<b>\$ 270,221.98</b>		<b>\$ 270,221.98</b>	
9	4" Shell Marl on 12" Compacted Sub-Base (Parking)	3,350	SY	\$ 12.37	\$ 41,439.50	\$ 12.37	\$ 41,439.50
10	6" Thick Concrete 3,000 PSI @ (Entrance)	212	SY	\$ 40.15	\$ 8,511.80	\$ 40.15	\$ 8,511.80
11	5' Wide Stabilized Shoulder (Entrance)	59	SY	\$ 24.20	\$ 1,427.80	\$ 24.20	\$ 1,427.80
12	5' Wide 4" Thick Concrete Sidewalk	130	LF	\$ 17.33	\$ 2,252.90	\$ 17.33	\$ 2,252.90
13	6" Thick Concrete (Sidewalk and Trail Head)	525	SY	\$ 38.50	\$ 20,212.50	\$ 38.50	\$ 10,106.25
14	8 Ft. Wide Trail (South of Existing Pedestrian Trail)	2,450	LF	\$ 41.80	\$ 102,410.00	\$ 41.80	\$ -
15	Open Cut & Repair Existing Pavement	36	SY	\$ 55.00	\$ 1,980.00	\$ 55.00	\$ 1,980.00
16	6" Header Curb	553	LF	\$ 11.00	\$ 6,083.00	\$ 11.00	\$ 6,083.00
17	3' Wide Valley Gutter	97	LF	\$ 23.10	\$ 2,240.70	\$ 23.10	\$ 2,240.70
18	Concrete Wheel Stops	44	EA	\$ 40.15	\$ 1,766.60	\$ 40.15	\$ 1,766.60
19	Striping and Signage	1	LS	\$ 6,055.50	\$ 6,055.50	\$ 6,055.50	\$ 6,055.50
20	Maintenance of Traffic	1	LS	\$ 3,850.00	\$ 3,850.00	\$ 3,850.00	\$ 3,850.00
<b>TOTAL ROAD AND TRAIL CONSTRUCTION:</b>				<b>\$ 198,230.30</b>		<b>\$ 85,714.05</b>	
21	2" Poly Tubing Water Service	683	LF	\$ 13.42	\$ 9,165.86	\$ 13.42	\$ 9,165.86
22	3/4" Poly Tubing Water Service	58	LF	\$ 11.88	\$ 689.04	\$ 11.88	\$ 689.04
23	Connection to the Existing Water Main	1	LS	\$ 1,969.00	\$ 1,969.00	\$ 1,969.00	\$ 1,969.00
24	1" Water Meter	1	EA	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00
25	1" Reduced Pressure Backflow Preventer	1	EA	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00
26	2" Valve	1	EA	\$ 462.00	\$ 462.00	\$ 462.00	\$ 462.00
27	3/4" Valve	1	EA	\$ 143.00	\$ 143.00	\$ 143.00	\$ 143.00
<b>TOTAL POTABLE WATER SYSTEM:</b>				<b>\$ 13,528.90</b>		<b>\$ 13,528.90</b>	
28	30" x 2" Force Main Tap	1	EA	\$ 4,840.00	\$ 4,840.00	\$ 4,840.00	\$ 4,840.00
29	1 1/4" Force Main	63	LF	\$ 13.20	\$ 831.60	\$ 13.20	\$ 831.60
30	4' x 4' Concrete Vault w/2" Swing Flex-Check Rubber Flap Valve	1	EA	\$ 4,840.00	\$ 4,840.00	\$ 4,840.00	\$ 4,840.00
31	E One Duplex Pump Station	1	LS	\$ 22,440.00	\$ 22,440.00	\$ 22,440.00	\$ 22,440.00
32	6" PVC DR-26 Sanitary Sewer Service	9	LF	\$ 16.50	\$ 148.50	\$ 16.50	\$ 148.50
33	6" Sanitary Cleanout	1	EA	\$ 308.00	\$ 308.00	\$ 308.00	\$ 308.00
<b>TOTAL SANITARY SEWER SYSTEM:</b>				<b>\$ 33,408.10</b>		<b>\$ 33,408.10</b>	
34	30" RCP	25	LF	\$ 99.00	\$ 2,475.00	\$ 99.00	\$ 2,475.00
35	12" x 18" RCP	163	LF	\$ 46.20	\$ 7,530.60	\$ 46.20	\$ 7,530.60
36	30" Mitered End Section with Grates	2	EA	\$ 3,300.00	\$ 6,600.00	\$ 3,300.00	\$ 6,600.00
37	12" x 18" Mitered End Section	6	EA	\$ 935.00	\$ 5,610.00	\$ 935.00	\$ 5,610.00
38	Drainage Control Structure Sodded Weir	1	EA	\$ 770.00	\$ 770.00	\$ 770.00	\$ 770.00
39	Bahia Sod Retention Ponds and Compensatory Storage Area	5,989	SY	\$ 2.57	\$ 15,391.73	\$ 2.57	\$ 15,391.73

ITEM	ITEM DESCRIPTION	QTY	UNIT	KIRTON ENTERPRISES		KIRTON ENTERPRISES - reduced	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>TOTAL STORM DRAINAGE SYSTEM:</b>					<b>\$ 38,377.33</b>		<b>\$ 38,377.33</b>
40	Drinking Fountain	1	EA	\$ 4,817.00	\$ 4,817.00	\$ 4,817.00	\$ 4,817.00
41	Entrance Sign	1	EA	\$ 3,135.00	\$ 3,135.00	\$ 3,135.00	\$ 3,135.00
42	"No Mooring" Sign (12"x18" Reflective Aluminum)	2	EA	\$ 207.00	\$ 414.00	\$ 207.00	\$ 414.00
43	Pet Waste Station	6	EA	\$ 470.00	\$ 2,820.00	\$ 470.00	\$ 2,820.00
44	Trail Signage	11	EA	\$ 252.00	\$ 2,772.00	\$ 252.00	\$ -
45	Picnic Pavilion & Restroom	1	LS	\$ 89,242.00	\$ 89,242.00	\$ 89,242.00	\$ 89,242.00
46	Observation Deck	1	LS	\$ 23,650.00	\$ 23,650.00	\$ 23,650.00	\$ -
47	Kayak Launch	1	LS	\$ 16,225.00	\$ 16,225.00	\$ 16,225.00	\$ -
<b>TOTAL BUILDING CONSTRUCTION &amp; SIGNAGE:</b>					<b>\$ 143,075.00</b>		<b>\$ 100,428.00</b>
48	6 FT High Black Vinyl Covered Chain Link Fence	80	LF	\$ 86.00	\$ 6,880.00	\$ 86.00	\$ 6,880.00
49	6 FT High Black Vinyl Covered Chain Link Gates	24	LF	\$ 92.00	\$ 2,208.00	\$ 92.00	\$ 2,208.00
50	Single Downlight on Concrete Pole	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 1,500.00	\$ 6,000.00
51	Underground Electric (2" Conduit with Sweeps)	1,050	LS	\$ 5.28	\$ 5,544.00	\$ 5.28	\$ 5,544.00
52	Conservation Area Signs	16	LS	\$ 263.00	\$ 4,208.00	\$ 263.00	\$ 4,208.00
53	Disturbed Areas to be Planted with Bahia Sod	1	LS	\$ 4,576.00	\$ 4,576.00	\$ 4,576.00	\$ 4,576.00
54	Landscaping	1	LS	\$ 3,872.00	\$ 3,872.00	\$ 3,872.00	\$ 3,872.00
55	Irrigation	1	LS	\$ 2,667.00	\$ 2,667.00	\$ 2,667.00	\$ 2,667.00
56	Removable Bollard	5	EA	\$ 737.00	\$ 3,685.00	\$ 737.00	\$ 3,685.00
57	Testing / Surveying / As-Built	1	LS	\$ 11,880.00	\$ 11,880.00	\$ 11,880.00	\$ 11,880.00
<b>SUB-TOTAL MISCELLANEOUS:</b>					<b>\$ 51,520.00</b>		<b>\$ 51,520.00</b>
<b>TOTAL BASE BID - (Items 1 - 57):</b>					<b>\$ 748,361.61</b>		<b>\$ 593,198.36</b>
		<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
<b>ITEM A</b>	<b>ADD ALTERNATE - A:</b> Picnic Pavilions (4)	1	L.S.	\$ 57,162.00	\$ 57,162.00	\$ 57,162.00	\$ 57,162.00
<b>ITEM B</b>	<b>ADD ALTERNATE - B:</b> 8' Wide 6" Thick Concrete Trail	1,055	LF	\$ 34.21	\$ 36,091.55	\$ 34.21	\$ 36,091.55
<b>ITEM C</b>	<b>ADD ALTERNATE - C:</b> Subtotal of Items C1-C6	1	L.S.		\$ 37,725.05		\$ 37,725.05
C1	Temporary Echo Sign	1	EA	\$ 1,045.00	\$ 1,045.00	\$ 1,045.00	\$ 1,045.00
C2	Permanent Echo Sign	1	EA	\$ 3,685.00	\$ 3,685.00	\$ 3,685.00	\$ 3,685.00
C3	Trash Receptacles	7	EA	\$ 713.90	\$ 4,997.30	\$ 713.90	\$ 4,997.30
C4	Benches	7	EA	\$ 1,560.90	\$ 10,926.30	\$ 1,560.90	\$ 10,926.30
C5	Bike Rack (7 Bikes) on 6' x 10' 6" Concrete Pad	3	EA	\$ 891.55	\$ 2,674.65	\$ 891.55	\$ 2,674.65
C6	Picnic Tables	8	EA	\$ 1,799.60	\$ 14,396.80	\$ 1,799.60	\$ 14,396.80

ITEM	ITEM DESCRIPTION	QTY	UNIT	KIRTON ENTERPRISES		KIRTON ENTERPRISES - reduced	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	TOTAL ADD ALTERNATE:				\$ 130,978.60		\$ 130,978.60
	TOTAL BASE BID:				\$ 748,361.61		\$ 593,198.36
	<u>GRAND TOTAL (BASE BID AND ADD ALTERNATES):</u>				<u>\$ 879,340.21</u>		<u>\$ 724,176.96</u>
	AVAILABLE FUNDS FOR THE <u>CONSTRUCTION CONTRACT</u>				\$ 414,000.00		\$ 414,000.00
	VARIANCE (FUNDS NEEDED - BASE BID ONLY)				\$ (334,361.61)		\$ (179,198.36)
	VARIANCE (FUNDS NEEDED - BASE + ALT.)				\$ (465,340.21)		\$ (310,176.96)
				<b>CREATING A PHASE 2 - DEDUCTS \$150K FOR THIS YEAR</b>			

## Kosorok, Tammy

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**From:** Brangaccio, Pam  
**Sent:** Friday, September 30, 2016 2:44 PM  
**To:** Kosorok, Tammy  
**Subject:** FW: Follow-up to conversation last week

Put with letter from Jim Morris on behalf of S. Mitchell on Saxon (sidewalk requirement vs. County permit) on next Cm report.

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**From:** King, Amye  
**Sent:** Thursday, September 29, 2016 3:13 PM  
**To:** Brangaccio, Pam <pbrangaccio@cityofnsb.com>  
**Cc:** Knotek, Mike <mknotek@cityofnsb.com>  
**Subject:** Follow-up to conversation last week

Pam:

We spoke about this week, but I wanted to send you an email as well. You sent over a letter from an attorney (Morris) to the Mayor regarding Saxon Ave and Morris's request to go ahead and accept payment for required sidewalks to avoid any contention with the County. The letter requested cited the reasoning being that the County has an internal conflict regarding who should maintain sidewalks in the County right-of-way.

Ultimately, staff cannot by-pass our City nor the County's current process and procedure for sidewalk construction and maintenance process. The requirement for sidewalks in new development are clear. Therefore, I notified Mike Knotek last week that the developer has to get a use permit for two things, sidewalk/bike trail & their driveway connection. I will keep you posted.

Amye King, AICP  
Planning Director  
City of New Smyrna Beach  
2650 N. Dixie Frwy 32168-5774

(386) 410-2830

**JAMES S. MORRIS**  
ATTORNEY AND COUNSELOR AT LAW

9/12 TO AMME

NEED EMAIL RESPONSE

THIS WEEK

ON THE PROPOSAL

September 2, 2016

Honorable Jim Hathaway, Mayor  
and Member of the New Smyrna Beach City Commission  
c/o Ms. Pam Brangaccio, City Manager  
210 Sams Avenue  
New Smyrna Beach, FL 32168

**Re: Callalisa Creek Vistas Subdivision**

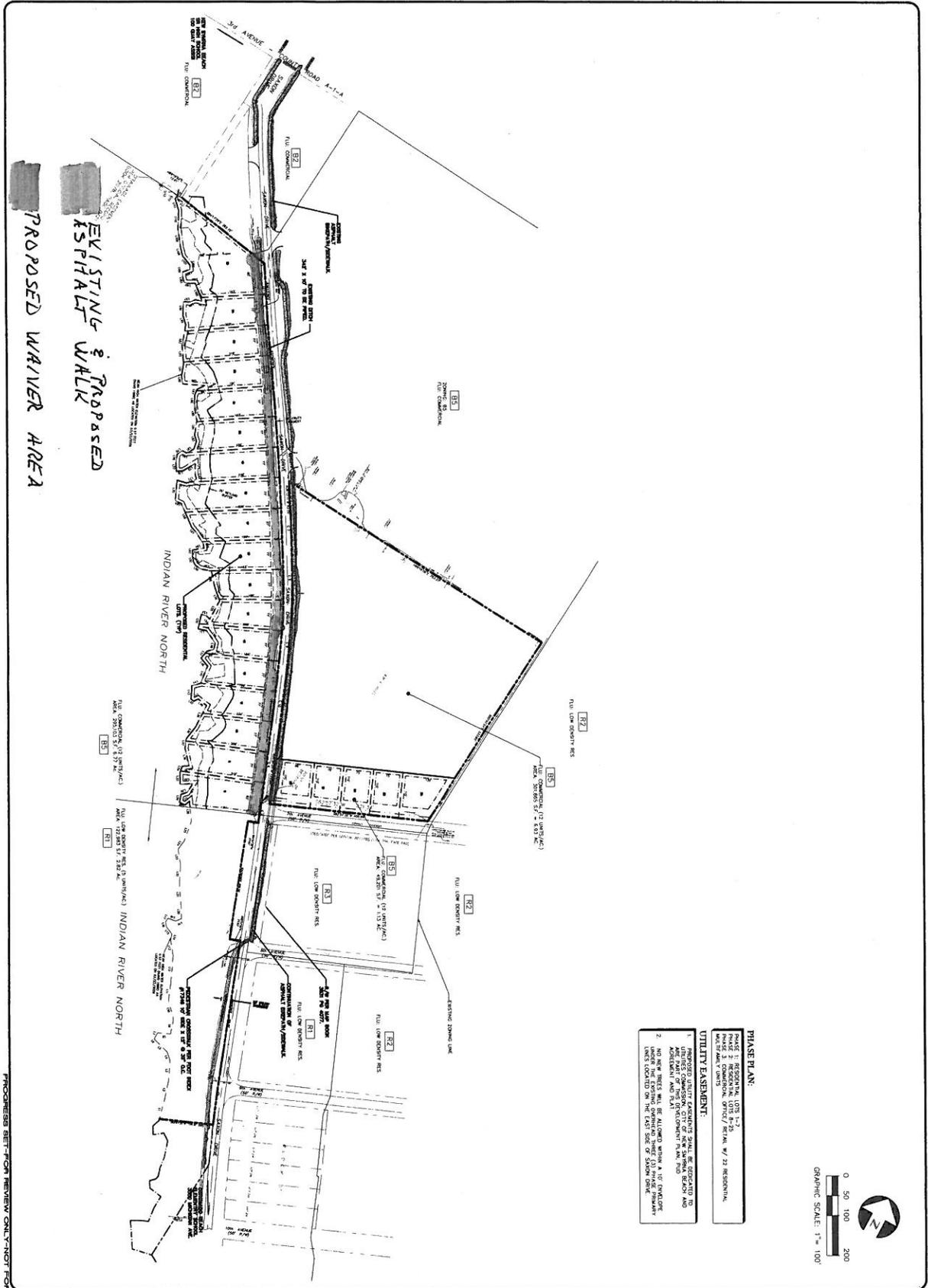
Dear Mayor Hathaway:

I have the pleasure of representing Stewart Mitchell and Hog Eye Camp Road, LLC (collectively "Mitchell"). Mitchell proposes to subdivide property it owns on the west side of Saxon Boulevard, between the CVS store at Saxon & Third south to approximately Saxon & Seventh Street. Saxon Boulevard is a County maintained road located in a prescriptive right-of-way. Previously the county has denied Mitchell the ability to build City required sidewalks on lots created by Mitchell further south on the west side of Saxon. In a compromise, the City allowed the long existing asphalt path along Saxon to serve as the sidewalk. In another New Smyrna Beach subdivision, Mitchell donated money to the City to build sidewalks elsewhere instead of adjacent to the lots to be created by the new subdivision.

From personal knowledge, in my opinion, the previous County denial of Mitchell's sidewalk request was tied to an issue between the County and City unrelated to sidewalks. The County staff has previously taken the position that the City of New Smyrna Beach should take over maintenance of Saxon Drive. That would shift the maintenance cost of the roadway for all of Saxon within the City's corporate limits (which serves the populous south beach County jurisdiction area) from the County to the City of New Smyrna Beach. To date, the City has understandably elected not to accept maintenance of Saxon Drive.

As part of the requirements to plat lots, the City requires a developer to build sidewalks along adjacent streets, in this case Saxon Drive. Mr. Mitchell expects the County staff will again deny his County permit request to build a City required sidewalk along the west side of Saxon Drive. This would delay or stop Mitchell from building the subdivision as approved by the City. Of course, Saxon already has an asphalt sidewalk (see attached illustration) on the east side of Saxon that crosses to the west of Saxon near the intersection of Saxon Boulevard and Seventh Street. Regardless, City ordinance provisions, unless waived by the Commission, require the sidewalk on the west side of Saxon too.

JAMES S. MORRIS, P.A. ♦ P.O. BOX 291687 ♦ PORT ORANGE, FL 32129  
750 OAK HEIGHTS COURT, UNIT 304 ♦ PORT ORANGE, FL 32127  
386-310-8784 ♦ 386-310-8783 FAX ♦ JIM@JAMESMORRISPACOM



**PHASE PLAN:**  
 1. PROPOSED UTILITY EASEMENTS SHALL BE SUBMITTED TO THE UTILITY COMMISSION, CITY OF NEW SMYRNA BEACH AND APPROVED PRIOR TO CONSTRUCTION.  
 2. NO NEW TREES WILL BE ALLOWED WITHIN A 10' CIRCULAR BUFFER ZONE AROUND ANY EXISTING OR PROPOSED UTILITY LINES LOCATED ON THE EAST SIDE OF SHOWN DRIVE.



PROGRESS SET - FOR REVIEW ONLY - NOT FOR CONSTRUCTION

SHEET CA-012 DATE: 08/30/2016 BY: J. S. BROWN	PROJECT NUMBER <b>1004</b>	<b>EXISTING SIDEWALK PLAN</b> CALLALISA CREEK VISTAS NEW SMYRNA BEACH, FL      VOLUSIA COUNTY		DESIGNED: JPS DRAWN: JAM CHECKED: JFZ DATE: 05-19-08 FILE: 1004	<b>Zahn Engineering, Inc.</b> Civil Engineering • Land Planning • Permitting 244 South Palmto Avenue - Daytona Beach, Florida 32114 Ph: (386) 252-0020 - Fax: (386) 252-0050 www.zahnen.com	NO.    DATE    APPR.    REVISION DESCRIPTION
		REVISION DESCRIPTION	REVISION DESCRIPTION	REVISION DESCRIPTION	REVISION DESCRIPTION	

## Kosorok, Tammy

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**From:** Brangaccio, Pam  
**Sent:** Friday, September 30, 2016 2:30 PM  
**To:** Kosorok, Tammy  
**Subject:** FW: FIND Waterway Assistance Program 2016-2017 Grant Awards

For CM report; I will send U the email with the attachment as well.

---

**From:** Resheidat, Khalid  
**Sent:** Thursday, September 29, 2016 4:00 PM  
**To:** Janet Zimmerman <jzimmerman@aicw.org>  
**Cc:** Brangaccio, Pam <pbrangaccio@cityofnsb.com>  
**Subject:** RE: FIND Waterway Assistance Program 2016-2017 Grant Awards

Thanks Janet and we look forward for another successful project with FIND.

Khalid

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**From:** Janet Zimmerman [<mailto:jzimmerman@aicw.org>]  
**Sent:** Thursday, September 29, 2016 1:03 PM  
**To:** Janet Zimmerman <[jzimmerman@aicw.org](mailto:jzimmerman@aicw.org)>  
**Subject:** FIND Waterway Assistance Program 2016-2017 Grant Awards

At Wednesday night's FIND Final Tax Hearing, the Board approved the attached list of awarded funding amounts for the 2016-2017 Waterway Assistance Program that will be effective October 1, 2016. Please see the approved list and amounts as attached.

If your project's awarded funding level is less than what you've originally asked for (yellow highlighted), you will need to submit to me A.S.A.P. a new cost estimate using the recommended funding level. (Please use the attached Exhibit A cost estimate form, match can remain at 50/50.)

The next steps for those projects receiving funding approval:

The first and second week of October FIND will assign a grant project # and mail out two copies of the grant agreement to be signed and returned. You should expect to receive the agreement in the mail by the second week of October. Please sign and return the agreements as soon as possible. Once the agreements are executed by our Director, an original will be returned to your office and the project may commence.

If you have any questions, please feel free to give me a call or email.

Sincerely,

Janet Zimmerman, Assistant Executive Director  
Florida Inland Navigation District  
1314 Marcinski Rd  
Jupiter, Florida 33477  
561.627.3386

## Kosorok, Tammy

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**From:** Brangaccio, Pam  
**Sent:** Friday, September 30, 2016 2:44 PM  
**To:** Kosorok, Tammy  
**Subject:** FW: FIND Waterway Assistance Program 2016-2017 Grant Awards  
**Attachments:** exhibit-a-cost-est-(form-90-25).docx; 2016-2017 WAP projects awarded funding.pdf

The attachment for the FIND grant award, it's the design for the expansion of the Swoope Boat ramp project.

**From:** Resheidat, Khalid  
**Sent:** Thursday, September 29, 2016 2:45 PM  
**To:** Brangaccio, Pam <pbrangaccio@cityofnsb.com>  
**Subject:** FW: FIND Waterway Assistance Program 2016-2017 Grant Awards

FYI

**From:** Janet Zimmerman [<mailto:jzimmerman@aicw.org>]  
**Sent:** Thursday, September 29, 2016 1:03 PM  
**To:** Janet Zimmerman <[jzimmerman@aicw.org](mailto:jzimmerman@aicw.org)>  
**Subject:** FIND Waterway Assistance Program 2016-2017 Grant Awards

At Wednesday night's FIND Final Tax Hearing, the Board approved the attached list of awarded funding amounts for the 2016-2017 Waterway Assistance Program that will be effective October 1, 2016. Please see the approved list and amounts as attached.

If your project's awarded funding level is less than what you've originally asked for (yellow highlighted), you will need to submit to me A.S.A.P. a new cost estimate using the recommended funding level. (Please use the attached Exhibit A cost estimate form, match can remain at 50/50.)

The next steps for those projects receiving funding approval:

The first and second week of October FIND will assign a grant project # and mail out two copies of the grant agreement to be signed and returned. You should expect to receive the agreement in the mail by the second week of October. Please sign and return the agreements as soon as possible. Once the agreements are executed by our Director, an original will be returned to your office and the project may commence.

If you have any questions, please feel free to give me a call or email.

Sincerely,

Janet Zimmerman, Assistant Executive Director  
Florida Inland Navigation District  
1314 Marcinski Rd  
Jupiter, Florida 33477  
561.627.3386



**2016-2017 WATERWAY ASSISTANCE PROGRAM  
APPLICATIONS AWARDED FUNDS**

COUNTY	PROJECT SPONSOR	PROJECT TITLE	Total Cost	Assistance Requested	Assistance Awarded	County Cap
<b>Nassau</b>						
Nassau	City of Fernandina Beach	Marina Basin Maintenance Dredging	\$303,300	\$151,650	\$151,650	
Nassau	City of Fernandina Beach	Southern Basin Dock Realignment Phase I	\$150,000	\$75,000	\$24,739	
		<b>County Total</b>	<b>\$453,300</b>	<b>\$226,650</b>	<b>\$176,389</b>	<b>\$176,389</b>
<b>Duval</b>						
Duval	City of Jacksonville	Charles Reese Fishing Pier Phase II	\$277,470	\$138,735	\$138,735	
Duval	City of Jacksonville	Northshore Kayak Launch Phase II	\$137,944	\$68,972	\$68,972	
Duval	City of Jacksonville	Exchange Club Island Pavilions Phase IIB	\$160,720	\$80,360	\$80,360	
Duval	City of Jacksonville	Metro Park Marina Dredge Phase I	\$200,000	\$100,000	\$100,000	
Duval	City of Jacksonville	School Board Property ADA Kayak Launch Phase I	\$120,000	\$60,000	\$60,000	
Duval	City of Jacksonville	Half Moon Island Park & Boat Ramp Phase IIA	\$1,848,398	\$924,199	\$909,628	
		<b>County Total</b>	<b>\$2,744,532</b>	<b>\$1,372,266</b>	<b>\$1,357,695</b>	<b>\$1,357,695</b>
<b>St. Johns</b>						
St. Johns	St. Johns County	Frank Butler Park West Boat Ramp Dredging	\$120,000	\$60,000	\$60,000	
St. Johns	St. Augustine Port, Waterway	Summer Haven River Restoration	\$2,425,000	\$50,000	\$50,000	
St. Johns	City of St. Augustine	Shoal Markers for Menendez Mooring Field	\$20,000	\$10,000	\$10,000	
St. Johns	City of St. Augustine	St. Augustine Seawall Connectivity	\$400,000	\$200,000	\$200,000	
St. Johns	City of St. Augustine	Salt Run Dredging Part 7	\$200,000	\$150,000	\$150,000	
		<b>County Total</b>	<b>\$3,165,000</b>	<b>\$470,000</b>	<b>\$470,000</b>	<b>\$542,111</b>
<b>Flagler</b>						
Flagler	Town of Marineland	Marineland Marina Phase IIB	\$400,000	\$200,000	\$184,566	
		<b>County Total</b>	<b>\$400,000</b>	<b>\$200,000</b>	<b>\$184,566</b>	<b>\$184,566</b>
<b>Volusia</b>						
Volusia	City of New Smyrna Beach	Swoop Boat Ramp Additional Parking Phase I	\$120,000	\$60,000	\$60,000	
Volusia	City of Port Orange	Causeway Park Dock & Fishing Pier West	\$350,000	\$175,000	\$0	
Volusia	City of Ormond Beach	Cassen Park Public Dock Phase I	\$142,130	\$53,299	\$53,299	
Volusia	Volusia County	Shell Harbor Park	\$901,560	\$450,780	\$117,889	
Volusia	City of Holly Hill	Sunrise Park South Ramp and Dredging Ph II	\$682,220	\$341,110	\$341,110	
Volusia	City of Oak Hill	Sunrise Park Development Phase I	\$27,500	\$13,750	\$0	
Volusia	City of Edgewater	Kennedy Park Seawall Restoration Phase II	\$300,000	\$150,000	\$150,000	
		<b>County Total</b>	<b>\$2,523,410</b>	<b>\$1,243,939</b>	<b>\$722,298</b>	<b>\$722,298</b>

**2016-2017 WATERWAY ASSISTANCE PROGRAM  
APPLICATIONS AWARDED FUNDS**

COUNTY	PROJECT SPONSOR	PROJECT TITLE	Total Cost	Assistance		County Cap
				Requested	Awarded	
<b>Brevard</b>						
Brevard	Brevard County	POW MIA Park Channel Dredging Phase II	\$450,000	\$225,000	\$225,000	
Brevard	City of Palm Bay	Palm Bay Dredging Phase 1	\$48,000	\$24,000	\$24,000	
Brevard	City of Rockledge	Rockledge Multi-purpose Day use Dock Phase I	\$168,000	\$84,000	\$84,000	
Brevard	City of Cocoa	Lee Wenner Park Renovations Phase II	\$375,000	\$187,500	\$187,500	
Brevard	City of Melbourne	Melbourne Police and Fire Boats	\$118,000	\$59,000	\$59,000	\$785,680
		<b>County Total</b>	<b>\$1,159,000</b>	<b>\$579,500</b>	<b>\$579,500</b>	
<b>Indian River</b>						
Indian River	Town of Indian River Shores	Law Enforcement and Fire Suppression Patrol Boat	\$120,000	\$60,000	\$60,000	
		<b>County Total</b>	<b>\$120,000</b>	<b>\$60,000</b>	<b>\$60,000</b>	\$368,640
<b>St. Lucie</b>						
St. Lucie	City of Fort Pierce	Improve Boat Access Fisherman's Wharf Moores Creek	\$157,000	\$78,500	\$78,500	
St. Lucie	St. Lucie County	Port of Ft Pierce - Fisherman's Wharf Phase I	\$696,000	\$316,000	\$316,000	
		<b>County Total</b>	<b>\$853,000</b>	<b>\$394,500</b>	<b>\$394,500</b>	\$430,674
<b>Martin</b>						
Martin	Martin County Sheriff's Office	Martin County Sheriff's Marine Patrol Vessel	\$150,000	\$60,000	\$60,000	
Martin	City of Stuart	Shepard Park Improvements Part 2	\$385,500	\$167,750	\$137,750	
Martin	Martin County	Phipps Park Shoreline	\$700,000	\$350,000	\$281,771	
Martin	Town of Jupiter Island	Jupiter Island Marine Patrol Boat Lift	\$18,000	\$9,000	\$0	
		<b>County Total</b>	<b>\$1,253,500</b>	<b>\$586,750</b>	<b>\$479,521</b>	\$479,521
<b>Palm Beach</b>						
Palm Beach	Village of Tequesta	Tequesta Marine Unit Project	\$265,000	\$60,000	\$60,000	
Palm Beach	Jupiter Inlet District	Loxahatchee River Railroad Bridge Span	\$3,250,000	\$1,625,000	\$1,625,000	
Palm Beach	City of West Palm Beach	Currie Park Boat Access Phase II	\$856,000	\$428,000	\$428,000	
Palm Beach	Town of Lake Park	Lake Park Harbor Marina Dock Retrofit Phase I	\$110,000	\$55,000	\$55,000	
Palm Beach	City of Belle Glade	Campground Sewer Upgrade and Observation Tower	\$850,000	\$425,000	\$425,000	
Palm Beach	City of Riviera Beach	Riviera Beach City Marina Dock G & Lifts	\$2,315,000	\$1,157,500	\$1,157,500	
		<b>County Total</b>	<b>\$7,646,000</b>	<b>\$3,750,500</b>	<b>\$3,750,500</b>	\$4,053,366
<b>Broward</b>						
Broward	City of Lighthouse Point	Lighthouse Point Outboard Motors Replacement	\$37,439	\$18,719	\$18,719	

**2016-2017 WATERWAY ASSISTANCE PROGRAM  
APPLICATIONS AWARDED FUNDS**

COUNTY	PROJECT SPONSOR	PROJECT TITLE	Total Cost	Assistance		County Cap
				Requested	Awarded	
Broward	City of Pompano Beach	ICW Water Taxi Station Phase II	\$197,000	\$98,500	\$98,500	
Broward	Broward County	Hollywood North Beach Park Mooring Field Phase I	\$150,000	\$75,000	\$75,000	
Broward	Broward County	NOAA PORTS Water Level Station	\$116,858	\$58,429	\$58,429	
Broward	Broward County	Deerfield Island Boardwalk Replacement Phase II	\$1,382,804	\$691,402	\$0	
Broward	City of Fort Lauderdale	Ft. Lauderdale Police Dive Team Search & Rescue Equipment	\$42,000	\$21,000	\$21,000	
<b>County Total</b>			<b>\$1,926,101</b>	<b>\$963,050</b>	<b>\$271,648</b>	<b>\$4,003,635</b>

**Miami-Dade**

Miami-Dade	Miami-Dade County	Homestead Bayfront Marina Boat Ramp Piers Phase I	\$150,000	\$75,000	\$75,000	
Miami-Dade	City of Miami	Morningside Floating Docks Phase I	\$33,000	\$16,500	\$16,500	
Miami-Dade	City of Miami	Dinner Key Marina Mooring Facility Phase I	\$175,000	\$75,000	\$75,000	
Miami-Dade	City of Miami	Mooring Facility off Watson Island Phase I	\$150,000	\$75,000	\$75,000	
Miami-Dade	City of Miami	Seawall and Baywalk at NE 22 St and 22 Ter Phase I	\$62,000	\$31,000	\$31,000	
Miami-Dade	City of Miami	Seybold Canal and Wagner Creek Dredging	\$2,400,000	\$1,200,000	\$1,200,000	
Miami-Dade	City of Miami	Virginia Key Boat Launch and Trailer Parking Phase I	\$121,000	\$60,500	\$60,500	
Miami-Dade	City of Miami	Miami Marine Stadium In-water Structure Assessment Phase I	\$500,000	\$250,000	\$250,000	
Miami-Dade	City of Miami	Miami Woman's Club Baywalk Phase II	\$490,000	\$245,000	\$245,000	
Miami-Dade	Miami-Dade County	Crandon Marina Floating Dock Renovations Part 2	\$1,100,820	\$550,410	\$550,410	
Miami-Dade	Miami-Dade County	Matheson Marina Floating Dock Renovation Part 2	\$1,052,600	\$526,300	\$526,300	
Miami-Dade	Miami-Dade County	Pelican Island Dock Replacement	\$246,000	\$123,000	\$123,000	
Miami-Dade	City of Miami Beach	North Beach Kayak Launch Dock	\$284,014	\$142,007	\$142,007	
Miami-Dade	City of Miami Beach	Indian Creek Shoreline Improvement and Greenway	\$2,000,000	\$1,000,000	\$1,000,000	
Miami-Dade	Village of Palmetto Bay	Thalatta Shoreline Stabilization and Pier Phase I	\$100,000	\$50,000	\$50,000	
Miami-Dade	North Bay Village	North Bay Village Boardwalk Phase I	\$200,000	\$100,000	\$100,000	
<b>County Total</b>			<b>\$9,064,434</b>	<b>\$4,519,717</b>	<b>\$4,519,717</b>	<b>\$6,200,107</b>
<b>Overall Totals</b>			<b>\$31,308,277</b>	<b>\$14,366,872</b>	<b>\$12,966,334</b>	

## Letter of Agreement and Contract

**In this contract between the City of New Smyrna Beach (“Vendor”) and the University of South Florida Board of Trustees, a public body corporate for the University of South Florida’s Center for Urban Transportation Research (“University”).** The contract period will begin upon execution and will end on May 15, 2017. The Vendor shall perform the services as outlined in the scope of services (Exhibits A & B).

**Total contract amount will not exceed \$5,000.00**

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1, Contract #G0E08 (attached). All services must be completed by May 15, 2017. The final invoice must be received by May 31, 2017 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of FDOT or the University. The Vendor shall defend, hold harmless and indemnify the University, FDOT, the National Highway Traffic Safety Administration (“NHTSA”), Federal Highway Administration (“FHWA”), and the U.S. Department of Transportation (“USDOT”), from all claims for damages and liability due to the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee’s office or employment. As agencies or subdivisions of the State of Florida, FDOT, the University, and the Vendor’s liability shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. No party shall be responsible for attorney fees of another party except as provided by statute.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**UNIVERSITY CANNOT PROVIDE LEGAL ADVICE TO VENDOR REGARDING ITS LEGAL DUTIES. HOWEVER, VENDOR MAY CONTACT UNIVERSITY’S CUSTODIAN OF PUBLIC RECORDS AT USFPURCHASING@USF.EDU OR 813-974-2481 IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE VENDOR’S DUTY TO PROVIDE AND MAINTAIN PUBLIC RECORDS RELATING TO THIS AGREEMENT.**

## EXHIBIT "A"

### SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN City of New Smyrna Beach (Vendor)

#### I. **OBJECTIVE:**

The Florida Department of Transportation ("FDOT"), through a grant with the University of South Florida ("University"), will utilize law enforcement support to educate and enforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The main objective of this effort is to reduce traffic crashes resulting in pedestrian and bicyclist fatalities and serious injuries through the use of selected traffic education and enforcement operations.

#### II. **PURPOSE:**

In 2014, 2,494 people lost their lives in traffic crashes on Florida's roadways. More than 24% of them were pedestrians (606) and more than 5% were bicyclists (135).

The **Purpose** of this funding opportunity is to develop and implement effective community level high visibility enforcement operations in areas with the highest representation of traffic crashes involving pedestrians and bicyclists resulting in fatalities and serious injuries.

The project **Goal** is to increase awareness of and compliance with traffic laws pertaining to pedestrian and bicyclist safety in an effort to reduce pedestrian and bicycle crashes, fatalities, and serious injuries on our roadways.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the University of South Florida under the direction of the Florida Department of Transportation. This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to educate pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and to increase compliance with those laws.

#### III. **SERVICES TO BE PROVIDED BY THE VENDOR:**

- A. **High Visibility Enforcement of all road users**, including pedestrians, bicyclists, and motorists, in an effort to change behaviors and improve the safety of pedestrians and bicyclists. Conduct on-street education and enforcement operations including the distribution of educational materials, and the issuance of warnings and/or citations to pedestrians, bicyclists, and motorists in accordance with Florida Statutes. The Vendor must follow an education-warning-citation progression, with an emphasis on education throughout the contract period. Education **MUST** be done for at least a third of the contract period.
- B. **Enforcement initiatives must begin within 30 days of the contract execution date.** Exceptions for delayed start may be approved if a State of Emergency is declared by the Governor that directly impacts the Vendor's ability to perform. All exceptions require the approval of the University and FDOT.
- C. **The Vendor shall distribute the provided safety educational materials** during ALL High Visibility Enforcement operations. Vendors that elect to participate in bicycle light distribution will be required to complete a separate Bicycle Light Distribution Assurance form. Lights may be available, but due to limited quantities, this is not guaranteed.

## **TRAINING & PERSONNEL RATES**

All officers assigned to operations completed under this contract must first review and complete the following required training materials created by FDOT and the National Highway Traffic Safety Administration (NHTSA), all of which are available online:

“Pedestrian Safety Roll Call for Law Enforcement” <http://www.alerttodayflorida.com/RollCall/>

“Cycling Safety Roll Call for Law Enforcement” <http://www.alerttodayflorida.com/RollCall/>

“Pedestrian Safety Training for Law Enforcement” <http://www.iadlest.org/Projects/NLEARN.aspx>

“Enhancing Bicycle Safety: Law Enforcement’s Role” <http://www.iadlest.org/Projects/NLEARN.aspx>

Prior to commencing the services outlined under this contract, Vendor must submit a signed and dated list of personnel authorized to perform overtime operations under this agreement, including a certification of completion of the required training, and a fully-loaded hourly overtime rate range (no more than +/- \$5.00) to be used for each officer. The contract hourly billing rate range shall include the costs of hourly overtime plus associated fringe benefits. Only hours from officers listed and within the rate range shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list may be updated to add officers and update billing rates, but no hours may be charged for any individual officer until after the updated personnel list has been signed and dated showing their contract billing rate and verifying training has been completed. (Note – All rates must match the payroll documentation submitted with each monthly invoice.) Time for training may not be charged to this contract.

## **CORE ACTIVITY PERFORMANCE MEASURES**

Each Law Enforcement Agency will perform a minimum of ninety percent of contracted efforts outlined within their High Visibility Enforcement contract within the contract period to be eligible for agency of the year award consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met. Performance will be tracked through monthly activity reports and measured against the established enforcement plan.

## **CONSEQUENCES FOR NON PERFORMANCE**

If the Vendor is not meeting the agreed upon level of effort as outlined in Exhibit C, the full amount of funding for subsequent periods will be reduced.

**EXHIBIT "B"**  
**EFFORT SUMMARY - PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN**  
**City of New Smyrna Beach (Vendor)**  
**SERVICE PROVIDED: Enhanced Traffic Enforcement Detail/High Visibility Enforcement**

Details to be completed	Once every 2 weeks/18 total
Hours per detail	3 hrs
Officers per detail	2 officers
List of intersections/corridors	<ol style="list-style-type: none"> <li>1. Mission Rd. - I-95 Corridor from Mission Dr/44 to Williamson/44</li> <li>2. S. Atlantic Av. Corridor (1700-5400 block)</li> </ol>
Actual Average*	3.375

Total Project budget not to exceed: \$5,000.00

**NOTE:** Total budget calculated from 32 weeks total duration at the level of effort indicated above. Reasonable effort must be made to maintain the weekly level of effort for the full contract period. If the level of effort outlined above is not obtained during a given month due to unexpected circumstances (i.e. weather, staffing issues, illness, etc.), these should be documented in each invoice. All properly documented overtime enforcement hours completed within the contract term will be reimbursed, not to exceed the total budget.

Agency: \_\_\_\_\_ FEID# \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: **FL** Zip: \_\_\_\_\_

**ACKNOWLEDGEMENT:** By signing here, I certify that I have read and agree to abide by the pricing and all terms and conditions of this Agreement and that I am authorized to sign for the **City of New Smyrna Beach**.

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*Actual Average is calculated as follows:

$$\frac{\text{Total \# of details} \times \text{\# officers per detail} \times \text{\# hours per details}}{\text{\# of weeks}}$$

## State and Federal Requirements

**1. Responsibility of Sub-recipient.** The sub-recipient and its implementing agency shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of grant funds and required expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the **Project Detail Budget** as approved by the FDOT State Safety Office Program Manager and must meet all state and federal regulations.

All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

**2. Compliance with Chapter 287, Florida Statutes.** The sub-recipient and implementing agency agree to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), Florida Statutes.

**(a) Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**(b) Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

**3. Allowable Costs.** The allowability of costs incurred under any grant or contract shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable State and Federal Law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable State and Federal Law will be subject to repayment by the sub-recipient. **Only costs directly related to this approved project shall be allowable.**

**8. Performance.** In the event of default, noncompliance, or violation of any provision of this agreement by the sub-recipient, the implementing agency, the sub-recipient's consultant(s) or contractor(s) and supplier(s), the sub-recipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of the agreement in whole or in part. In such an event, the Department shall notify the sub-recipient and its implementing agency of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The sub-recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

**9. Access to Public Records and Monitoring.** The Department, Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the sub-recipient and its implementing agency, and to relevant books and records of the sub-recipient, its implementing agency, and its consultants and contractors under this agreement, as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of grant activity via telephone calls from FDOT State Safety Office staff to sub-recipients. By entering into this agreement, the sub-recipient and its implementing agency agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the sub-recipient or its implementing agency is performed, the sub-recipient agrees to bring the project into compliance with the grant agreement. The sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The sub-recipient and implementing agency agree to comply with all provisions provided in Chapter 119 Florida Statutes. If the sub-recipient receives a public records request concerning its work undertaken pursuant to a Department contract, the sub-recipient must take appropriate action as required by Chapter 119, Florida Statutes.

The Department shall unilaterally cancel this grant if the sub-recipient or its implementing agency refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the sub-recipient or its implementing agency in conjunction with the grant.

Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

(2) In connection with the audit requirements, the sub-recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

(3) In the event the sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the sub-recipient is exempt from Federal audit requirements for that fiscal year. However, the sub-recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the sub-recipient's audit period for each applicable audit year. In the event the sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the sub-recipient's resources obtained from other than Federal entities).

(4) The sub-recipient must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements,

(5) Within six months of acceptance of the audit report by the FAC, the Department will review the sub-recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the sub-recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;

**12. Retention of Records.** The sub-recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or Auditor General access to such records upon request. The sub-recipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

**13. Procedures for Reimbursement.** All requests for reimbursement must contain full details of each expenditure sufficient to support a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs. All requests for reimbursement must include a copy of each executed contract or purchase order, a copy of the vendor invoice with the required certification statement, exact dates of service, and proof of payment by the sub-recipient in order to be considered for reimbursement. All deliverables and required reports for the period of performance must also be received and accepted by the FDOT State Safety Office prior to reimbursements being processed for payment. Failure to submit reports, deliverables, and/or reimbursement requests in a timely manner may result in the termination of the grant. All requests for reimbursement shall be signed by an Authorized Representative of the Sub-recipient or the Administrator of the Implementing Agency, or their delegate.

Payment shall be made only after receipt and approval of goods and services. If the Department determines that the performance of the sub-recipient is unsatisfactory, the Department shall notify the sub-recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The sub-recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the sub-recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the sub-recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the sub-recipient resolves the deficiency. If the deficiency is subsequently resolved, the sub-recipient may bill the Department for the retained amount during the next billing period. If the sub-recipient is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for sub-recipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

**18. How Agreement is Affected by Provisions Being Held Invalid.** If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**19. Disadvantaged Business Enterprises (DBE).**

(a) The sub-recipient and its implementing agency agree to the following assurance: The sub-recipient and its implementing agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The sub-recipient shall take all necessary and reasonable steps under 49 CFR, Part 2 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sub-recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The sub-recipient and its implementing agency agree to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the sub-recipient, its implementing agency, or the Department deems appropriate.

**20. Clean Air Act and Federal Water Pollution Control Act.** For grant awards in excess of \$100,000 the sub-recipient and its implementing agency agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), herein incorporated by reference. The sub-recipient shall include this provision in all subcontract awards in excess of \$100,000.

**21. Safety Belt Policy.** Each sub-recipient and implementing agency shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be submitted with the grant application form.

## Recycling Guidelines

Please have recycle bins curbside by 7AM on your collection day

Limit of (3) bins per household

Service includes one (1) weekly collection of recyclable material placed in City approved bins and carts and designated for recycling purposes

### Residents using (1) bin

Please keep paper products separated by placing them in paper grocery bags which can be placed on top of the comingled bottles & cans

### Residents using (2) bins

Bin #1

Aluminum & steel cans

Glass bottles (clear, green & amber)

Plastic bottles with recycle symbols 1-7

Bin # 2

Newspapers (plastic sleeves removed)

Junk mail & magazines

Phone books & mixed office paper

Waste Pro Man says  
"Be a Recycle Super Hero!"



# Reduce

The amount of waste you produce

# Reuse

Items or give them away

# Recycle

And compost as much as possible

# Make it a habit!



Starting October 3, 2016

Waste Pro will begin providing curbside recycling collection service for the residents of New Smyrna Beach

Residents can continue to use their existing recycle bins and carts.

New and existing residents needing bins can call Waste Pro @ 386-424-1850 to request the recycle bin

No change in your recycle day

## Allowable Recyclable Materials

- All newspapers including inserts
- Glass bottles/jars including clear, green & brown with and without labels
- Aluminum, steel and steel/tins cans with or without labels
- Plastics including polyethylene terephthalate (PET) & high density polyethylene (HDPE) bottles
- Phone books, junk mail, postcards, flyers & magazines
- Corrugated or thin cardboard (flattened)
- Plastic containers with recycle symbol

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## Recycling Facts

**A ton of recycled paper saves:**

**17 trees, 380 gallons of oil, 3 cubic yards of landfill space, 4200 kilowatts of energy & 7,000 gallons of water**

**It requires 95% less energy and water to recycle an aluminum can than it does to create a new can from virgin material**

**5 recycled plastic bottles provide enough material to create one square foot of new carpet**

**Please do not place any of these items in your recycle bin or cart:**

**Window pane glass or ceramics**

**Any liquids including oil, chemicals, solvents or food products**

**No electronics or appliances**

**Automotive parts**

# MEMORANDUM

## FROM THE OFFICE OF THE CITY MANAGER

**To:** Mayor and City Commission

**From:** Pam Brangaccio, City Manager

**Re:** Neighborhood Council

**Date:** October 4, 2016

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The August 1<sup>st</sup> meeting had been setup by Steve Bapp, at my request, to ask her as Chair of the Neighborhood Council, to review with City staff, the schedule for FY 2016-17 for the committee, as well as the topics from the Beachside task Force; Steve Bapp had prepared a summary of the beachside task recommendations, as well as an update of the neighborhood plans to review with her. Steve had also taken the six main issues from the Charting the Course work in march 2014 into a super matrix, with each action step, etc. which he then cross-referenced the various agenda items.

There have been 20 meetings of the council from Sept 2013 to September 2016, and Amye as the new Planning Manager, was working with Steve to complete the plans in a timely manner.

We also had been requested by the Commission to bring over the Beachside Task Force concerns such as Short term rentals, traffic calming, etc. which Steve had summarized for placement on future Council agendas, for review with Ms. Rivers on August 1<sup>st</sup>.

As CM I “hatched” the original concept for the Neighborhood Council and tried numerous times to jump start the group’s efforts, from arranging for Mike Abels to facilitate a meeting between the Council and the Beachside Task Force; to having joint meetings with the Economic Development Board, as well as proposing one with the P&Z Board. I always insist that City staff take meaningful agenda items to the Council, thus their Agenda items have included the 2016 Land Use Density Study; the Noise Ordinance; the sun setting of the CRA and formulation of new CRA; short-term rentals; Bike Paths, Sidewalk Master Plan, etc. If you look at the agendas above, Steve Bapp has done a great job of bringing them numerous citywide issues, and they have always been in the “citywide” information loop.

Steve presented to Ms. Rivers for 2016-17 agendas. Traffic Calming & Commercial Truck Routes, Trail Systems, Parks Master Plan, 3<sup>rd</sup> Ave and US 1 to be a Joint Meeting with the Planning and Zoning Board, Historic Districts, and Gateway Standards; and even the TPO Call for New Projects. LOTS OF REAL ISSUES.

In Summary, Amye and I have talked, and with the completion of the current neighborhood plans underway, our recommendation for the Fall of 2017, would be to bring the Council to closure after the FY 2016-17 fiscal year; and focus City staff efforts on our numerous permanent City advisory boards; Leisure Services, Airport, CDBG, Historical Preservation, CRA, Planning and Zoning, Economic Development, etc.

**Tentative 2016-2017 Neighborhood Council Way Ahead**

Meetings (2017 dates are approximate)	Topic (tentative topics based on any scheduling conflicts, City staff availability and workload)	Boards and Staff Required
9/28/2016	Traffic Calming, Truck Routes, Commercial Delivery in Flagler Business District	Assistant City Manager and Chief of Police
10/26/2016	Coronado NH Plan Approval; Central Beach NH Plan Approval; Bike/Pedestrian Program; Sidewalks	Leisure Services Director, Capital Improvements Manager, TPO Bike Pedestrian Manager
1/25/2017	3rd Ave US1	Joint Meeting with P&Z Board
3/22/2017	Protection of Indian River Lagoon	Assistant City Manager and City Engineer
6/27/2017	Historic Districts, Historic Preservation Ordinance and the Historic Preservation Commission	Joint Meeting with Historic Preservation Commission
9/27/2017	Downtown Neighborhood Plan Approval	Planning Director
10/25/2017	Gateway Design Standards; TPO Call For Projects Dream Sheet	Planning Manager and TPO Group (CAC/TCC)