



The CITY OF DAYTONA BEACH

REDEVELOPMENT DIVISION

POST OFFICE BOX 2451

DAYTONA BEACH, FLORIDA 32115-2451

PHONE (386) 671-8180

FAX (386) 671-8187

AGENDA

DOWNTOWN REDEVELOPMENT BOARD

Tuesday, July 5, 2022 - 12:00 P.M.

City Commission Chambers - City Hall

NOTICE – Pursuant to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made by this Board at this public meeting, such person will need a record of the proceedings and, for that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.

	For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 671-8023		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.
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In accordance with the Americans with Disabilities Act (ADA), persons with a disability needing a special accommodation to participate in the Board meeting should contact the City Clerk's Office, 301 S. Ridgewood Ave, Room 210, Daytona Beach, FL 32114, Ph: (386) 671-8023, Email: clerk@codb.us not later than 72 hours prior to the proceedings. If you are hearing or voice impaired contact the relay operator at 1-800-955-9771.

1. Call to Order
2. Roll Call
3. Approval of the minutes: May 3, 2022 Meeting
4. Historic Overlay Rezoning - City Island Recreation Center, 110 E. Orange Avenue (DEV2022-073)
A request from the Development and Administrative Services Department, Planning Division, to rezone the property located at 110 East Orange Avenue commonly referred to as the City Island Recreation Center, to historic overlay zoning district map amendment.
5. Historic Preservation Grant – 128 Orange Avenue
6. Historic Preservation Grant – 230 S. Beach Street
7. Staff Reports
8. Public Comments
9. Board Comments
10. Adjournment

Agenda Approval	Date
 Redevelopment Director	06/29/2022
____ City Attorney	____
____ City Manager	____

DOWNTOWN REDEVELOPMENT BOARD
MINUTES
Tuesday, May 3, 2022

A regular meeting of the Downtown Redevelopment Board was held Tuesday, May 3, 2022, at 12:00 p.m. in the Commission Chambers, 301 S. Ridgewood Avenue, Daytona Beach, Florida. The following people were present:

Board Members Present:

Mr. Pete Zahn, Chair
Mr. Tibor Benke
Ms. Freddie Smith-Friend
Mr. Kenneth Hunt
Ms. Sheryl Cook
Mr. John Kanchan
Mr. Jake Nicely

Board Members Absent

Ms. Cathy Washington

Staff Members Present

Mr. Reed Berger, Redevelopment Director
Mr. Ken Thomas, Redevelopment Director (new)
Mr. Ben Gross, Deputy City Attorney
Ms. Michele Toliver, Redevelopment Project Manager
Mrs. Gina Fountain, Board Secretary

1. Call to Order

Mr. Zahn called the meeting to order at 12:00 p.m.

2. Roll Call

Mrs. Fountain called the roll and noted members present as stated above

3. Approval of Minutes

Board Action:

A motion was made by Mr. Hunt, seconded by Mr. Zahn, to approve the minutes of the March 1, 2022 meeting as presented. The motion carried (7-0).

4. Staff Reports:

Captain Nikolow provided a report regarding police activity, orange crush event, and crime statistics.

Ms. Cooks asked about Jeep Beach week event.

Captain Nikolow stated only received noise complaints, they contribute to the community.

Mr. Hunt asked about the number of Jeep participants.

Ms. Smith-Friend stated 14,000 registered for event.

Ms. Cooks expressed concerns of the homeless population returning to corner of Magnolia.

Captain Nikolow advised 150 arrest made along Ridgewood corridor for blocking of the sidewalk type of violations. They are constantly monitoring this area. The police Dept. is down 40 plus positions.

Mr. Ken Thomas, Redevelopment Director (new) introduced himself to the Board and described future plans for Redevelopment Board.

Mr. Zahn asked about last five-year experience in Redevelopment and reviewing of ongoing projects in this area.

Mr. Thomas explained need to explore how community would look in 20-30 year with projects and programs then make changes were needed.

Ms. Cooks welcome Mr. Thomas along with Mr. Hunt.

Mr. Hunt thanked Mr. Berger for his service.

5. Public Comments:

There were no public comments

6. Board Comments:

Mr. Zahn reminded Board of the required Ethics training; two members recently completed the training. .

Board members welcomed Mr. Thomas on the Board.

7. Adjournment:

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7. Adjournment:

There being no further business, the meeting was adjourned.

Pete Zahn, Chair

Gina Fountain, Board Secretary



The CITY OF DAYTONA BEACH

— "THE WORLD'S MOST FAMOUS BEACH" —

DATE: June 17, 2022
TO: Downtown Redevelopment Board
FROM: Steven E. Bapp, AICP, Senior Planner
SUBJECT: Historic Board Recommendation to designate 110 East Orange Avenue as a local historic site

The Historic Preservation Board Planning Board heard the case (DEV2020-073) for nominating the structure located at 110 East Orange Avenue as a Local Historic Site, at a regular meeting held on May 17, 2022.

The board voted 6-to-1 to recommend the City Commission designate the structure as a local historic site, as outlined in Section 3.4.E of the Land Development Code.

As per Section 3.4.E., if a proposed historic site is within a redevelopment district, that redevelopment board shall make a recommendation to the City Commission.

This report will be presented to the Downtown Redevelopment Board on June 7, 2022.

Following the redevelopment board, the item will be heard by the Planning Board for a recommendation.

After the Planning Board hears the case, the item will be presented to the City Commission for adoption.

Agenda Item 4 (Quasi-Judicial Hearing)

ZONING MAP AMENDMENT TO HO (HISTORIC OVERLAY)

DEV2022-073

110 East Orange Avenue – HO Designation

STAFF REPORT

TO: Historic Preservation Board Members

FROM: Steven E. Bapp, AICP, Historic Preservation Planner

DATE: April 120, 2022

SUBJECT: Rezoning (DEV2022-073) – To designate 110 East Orange Avenue as a local historic site – Historic Overlay (HO) under 3.4.E LDC

PROJECT REQUEST

A request from the Development and Administrative Services Department, Planning Division, for a historic overlay zoning district map amendment for the City Island Recreation Center Annex located at 110 East Orange Avenue Daytona Beach, Florida, 32118.

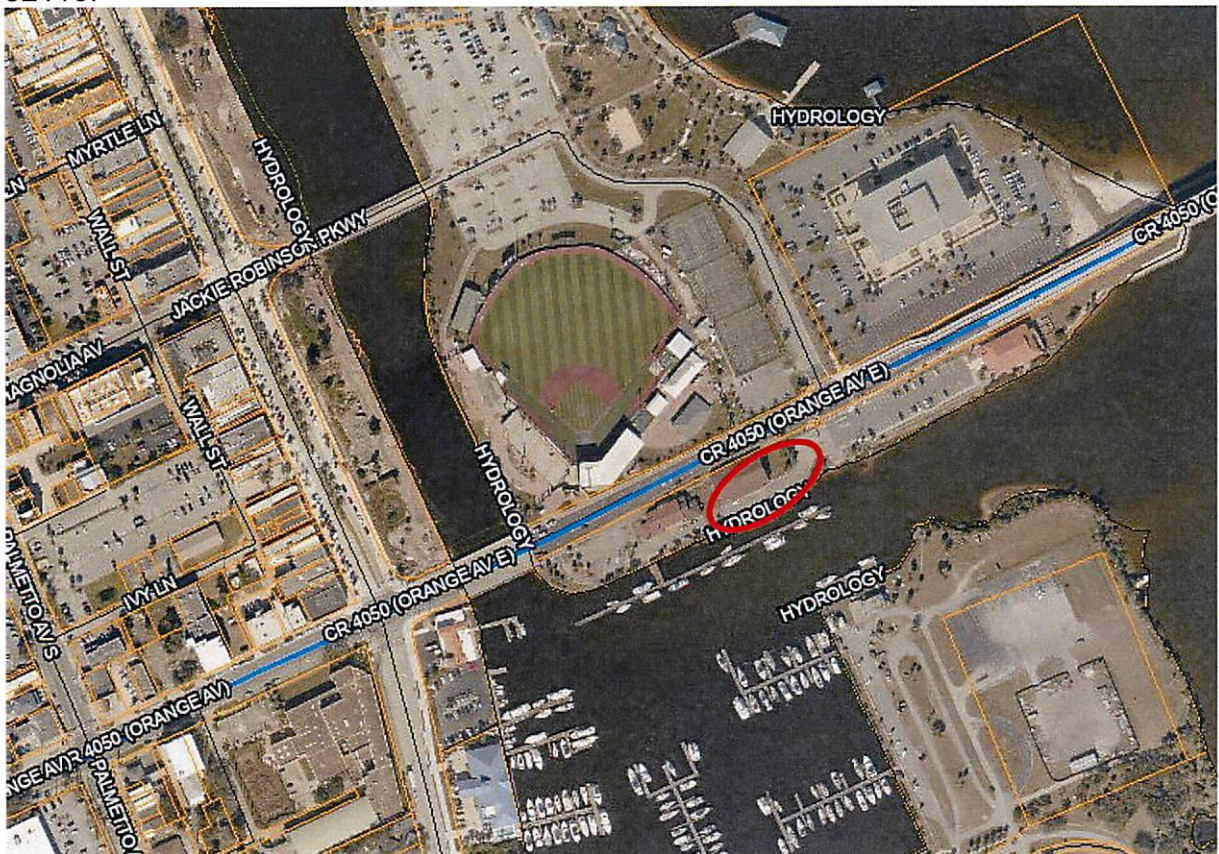


Figure 1 - Subject Property Circled in Red

PROJECT DESCRIPTION

The structure addressed as 110 E. Orange Avenue is a one-story Masonry Vernacular constructed in 1943. The building was designed by Alan J. MacDonough and constructed by M.P.S. Builders of Daytona Beach as an "Addition to the City Recreation Building". The structure was originally designed as a recreation hall for Women's Army Corps (WAAC or WAC) Soldiers stationed at the nearby Bethune Point, then reverted to City owned property and served the community as a recreation site.



Figure 2 - 110 E Orange Avenue "Rec Center"

PROJECT ANALYSIS

Land Development Code Section 3.4.E provides a uniform means for reviewing and deciding proposals to designate historic sites and historic districts on the local register of historic places and to amend the Official Zoning District Map to classify land containing such sites and districts as a Historic Overlay district.

This is a staff request, and a neighborhood meeting was not required (3.3.B.3.a). Review of and the decision on an application for designation of a historic site and as a Historic-Overlay-Zoning-District shall be based on compliance with the review standards in Section 3.4.D.3, Site-Specific Zoning District Map Amendment Review Standards, and on findings that a site, **meets at least three** of the following criteria:

1. The character, interest, or value of the site is related to the development, heritage, archaeological, or cultural characteristics of the community, county, state, or country.

WACs arrived in Daytona Beach in 1942, and were housed initially in tent cities, and then local hotels. Later that year, construction of a more permanent sight at Bethune Point began. Construction included barracks, mess halls and training facilities, but did not include recreational facilities.



Figure 3 - Postcard showing tent city



Figure 4 – WACs Marching on Boardwalk 1943

As a result, a small number the WACs intermingled with the general population in limited numbers. Interaction by the WACs was not well received by the local residents, and WACs began to obtain an underserved reputation. The US Army investigated the matter and found the behavior of the WACs to be much better than the US Army as a whole, and the behavior of the local population.

To help resolve the situation in January 1943, the WAC Director Oveta Culp Hobby, proposed the construction of a recreation center the use by the WAC unit stationed in Daytona Beach. The US Government rejected this plan, and as a result, most of the WACs remained in their barracks, and morale of the force plummeted. After several months, the US Government rescinded their earlier decision, and endorsed the plan for an annex to the recreation center. In a very short time of less than five months, the annex was designed, funded, and constructed.



Figure 5 WAC Director Colonel Hobby

2. The site was the location of a significant local, county, state or national event.

The Daytona Investigation. The most extensive WAAC training center investigation was conducted at Daytona Beach, where the Second WAAC Training Center and Brigadier General Don Carlos Faith Sr's (Commanding General, WAC Training Command) headquarters had operated in Daytona Beach.



Figure 6 - Brigadier General Faith

The investigation was based on inaccurate accusations of highly improper behavior of the female Soldiers stations in Daytona. All accusations were found to be false, and the Soldiers were exonerated. The investigations is now known as a land-mark military investigation.

3. The site is readily identified with a person or persons who significantly contributed to the development of the community, county, state, or country.

The structure is associate with a highly regarded architect, Alan J. MacDonough, a significant person of the time-period. MacDonough is known for many of his projects throughout the region. Perhaps his most well-known project is the Daytona Beach Bandshell, hailed as the largest structure of its type in the world when it was dedicated in 1936. Other projects he is known for are the Peabody Auditorium, the Streamline Hotel the Daytona Beach Clock Tower, the Holly Hill City Hall and the Ormond Beach Fire Station.

4. The site is distinguished by an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.

The building from the WW2 Wartime Period. The period uses of locally available materials such as heart-of-pine and pecky cypress are now considered rare materials and no longer found in modern construction. These materials are unique the Central Florida region and recognized as an indicator of early to mid-twentieth century construction in Daytona Beach.

5. The site is the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country.

A renowned architect, Alan J. MacDonough designed the one-story Masonry Vernacular "Addition to the Recreation Building" also known as the Orange Avenue Recreation Annex. MacDonough is known for many of his projects throughout the region. Perhaps his most well-known project is the Daytona Beach Bandshell, hailed as the largest structure of its type in the world when it was dedicated in 1936. Other projects he is known for are the Peabody Auditorium, the Streamline Hotel the Daytona Beach Clock Tower, the Holly Hill City Hall and the Ormond Beach Fire Station.

6. Elements of design, detailing, materials, or craftsmanship render the site architecturally significant.

As referred to in criteria 4, building materials during the height of World War II (1943) period were rationed for the war effort. Due to these restrictions, the builders procured locally available heart of pine for the flooring, and pecky cypress for the interior walls. Although at the time these materials were not significant, today these materials are rare and considered unique to the time-period.



Figure 7 - Heart of Pine Flooring



Figure 8 - Pecky Cypress Paneling

7. The site is listed in the National Register of Historic Places administered by the National Park Service of the U.S. Department of the Interior or any successor agency as a historic place or as a contributing site or structure within a historic district.

The building is listed as a contributing structure to the City Island Ball Park aka Jackie Robinson Ball Park, National Register of Historic Places number.

8. The site, because of its unique location or singular physical characteristics, is an established or familiar visual feature.

The subject building is part of the City Island National Historic Site. The building is one of the few remaining, uniquely designed, war-period-buildings constructed as part of a large military complex expanding from Daytona Beach to DeLand to Orlando. The building rests at the foot of the Veterans' Memorial Bridge and was a familiar feature thousands of Daytona Beach residents who used the building as a recreation center after World War II.

9. The site is a particularly fine or unique example of a utilitarian structure with a high level of integrity or architectural significance.

This structure does not have a “particularly fine” level of integrity of classic architectural significance; however, the building’s style of architecture is unique. The building is one of the few remaining examples of wartime architecture (1939-1945). Even though simple in design, wartime buildings have their own unique architectural style. World War II-era buildings were often rectangular buildings, with gable-type roofs, functionally designed, and economically feasible to construct. To minimize construction materials, wartime buildings lacked architectural embellishments found in pre-war buildings.



Figure 9 - Wartime Architecture

This is evident when comparing the adjacent Mediterranean Revival styled recreation building (designed pre-war) to the wartime architectural design of the recreation annex.



Figure 10 WW2 vs Mediterranean Revival

RECOMMENDATION

The proposed application meets more than three of the criteria listed for a Historic Overlay (HO) Zoning District Map Amendment in accordance with LDC 3.4.E.

Staff recommends approval of the request for a Historic Overlay (HO) Zoning District Map Amendment for 110 East Orange Avenue known as the City Island Recreation Center Annex Building.

A majority vote of the Historic Preservation Board members present and voting is required to recommend approval to the City Commission.

The item is anticipated to be heard by the Downtown Redevelopment Board on June 7, 2022; by the Planning Board on June 23, 2022; by the City Commission for first reading on August 3, 2022, and second reading on August 17, 2022 (Public Hearing).



THE CITY OF DAYTONA BEACH

REDEVELOPMENT DIVISION

POST OFFICE BOX 2451
DAYTONA BEACH, FLORIDA 32115-2451
PHONE (386) 671-8180
Fax (386) 671-8187

DATE: May 31, 2022

TO: Downtown Redevelopment Board

FROM:  Kenneth Thomas, Director, Redevelopment Department

SUBJECT: Historic Preservation Grant Program Award – 128 Orange Avenue
(Thomas Leigh Acquisition Corporation)

Staff Recommendation

Staff recommends approval of the Historic Preservation Program Grant for Thomas Leigh Acquisition Corporation in the amount not to exceed seventy-five thousand dollars (\$75,000).

Staff Report

On April 18, 2022, the Thomas Leigh Acquisition Corporation submitted a grant application to assist with renovation of their building located at 128 Orange Avenue. The building will be improved for use as an office building/coworking space. According to the grant application, the building improvement costs are estimated at \$626,335 and the total investment is \$1.6 million respectively. The subject grant application is based on the building improvement costs of \$626,335. Therefore, based on the grant criteria, the Thomas Leigh Acquisition Corporation is eligible to receive up to \$75,000 for this project.

The grant program was created to provide incentives that will encourage the renovation and rehabilitation of historic buildings located in the Redevelopment areas. The subject building was added to the National Historic Register in 1979, and the project meets all eligibility requirements established by the Historic Building Preservation Program.

Fiscal Impact

Grant award of \$75,000.

Board Action

Approval of the grant award; or such actions deemed appropriate by the Board.

Cc: File

Historic Preservation Grant Programs APPLICATION



Type: ☐ Residential ☒ Commercial

Redevelopment District Downtown Redevelopment Area

Daytona Beach CRA

Historic District RDD2

Applicant (Property Owner) Thomas Leigh Acquisition Corp. Telephone (Business /Cell) o-(386) 888-2700 c-(917) 597-9257

Federal I.D. Number 85-1112008

Project Description: Renovation and restoration of 128 Orange Avenue for use as commercial office building/coworking space. Owners are investing \$1.6 million in upgrades to this historic building, which include renovations to meet the requirements of the American Disability Act, National Fire Prevention Act and the National Electrical Code.

Building Proposed Improvements:

	Improvement	Total Cost	Match	Grant
1.	Electrical system upgrade to comply with National Electrical Code	\$ 446,735	\$	
2.	Replacement of Fire Safety System to Comply with National Fire Prevention Act	\$ 29,900	\$	
3.	Modify framing and drywall to comply with Americans with Disabilities Act and National Fire Prevention Act	\$ 149,700	\$	
4.		\$	\$	
5.		\$	\$	
6.		\$	\$	
7.		\$	\$	
8.	<u>Total</u>	<u>\$ 626,335</u>	<u>\$ 25% = 156,583.75 = 75,000</u>	<u>max corp. PAB</u>

Estimated Construction Time: 300 days Estimated Completion Date: August 30, 2022

Applicant Signature: [Signature] Date: April 18, 2022

FOR OFFICE USE:

- ☒ Contributing Historic Building
- ☒ Eligible Projects

Application Checklist:

- ☒ Proof of Ownership
- ☒ Written Consent of Owner
- ☒ Completed application form
- ☒ Two work estimates
- ☒ Applicant does not owe the City
- ☒ Photograph of the existing building
- ☒ Drawings of proposed improvements

Approval:

Application received by: [Signature]
 Improvements meet Design Standards:
[Signature] Date 4/20/22
 Redevelopment Director Approval:
[Signature] Date 4/20/22
 Historic Preservation Board Approval:
NA * Date 4/20/22
Interior only

** Funding request exceeds \$25,000 requires redevelopment board approval and CRA Board approval.

↑ Specs

THOMAS LEIGH ACQUISITION CORP.

April 18, 2022

Via Hand Delivery and eMail

Historic Building Preservation Program
Community Redevelopment Agency
City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32114
Attn: Reed Berger, Redevelopment Director

*Re: Historic Building Preservation Grant Programs Application for 128 Orange Avenue,
Daytona Beach, Florida*

Dear Mr. Berger:

Enclosed please find an application for the Historic Preservation Grant Programs related to renovations we are making to the building located at 128 Orange Avenue, Daytona Beach, Florida. This company is the owner of the building.

As you are aware, we are undertaking extensive renovations to bring this historic building "back to life" and we are excited to be part of the thriving Downtown community.

In the Application, we have included only three proposed improvements that, alone, will exceed the limitations of the grant program. We will be undertaking several other projects that comply with the requirements of the program, including exterior painting and the addition of windows, interior and exterior doors and more, which we can add should the City find (for some reason) that the items listed in the Application do not qualify for the program.

Included in this package you will find the following:

1. Completed Historic Preservation Grant Programs Application
2. Two proposals for electrical renovation work to comply with the National Electrical Code, including:
 - a. Haley Family Electric for \$446,735 (vendor chosen)
 - b. Giles Electric Company, Inc. for \$595,500
3. Two proposals for framing and drywall installation to comply with the American Disabilities Act, including:
 - a. A&W Construction Services, Inc. for \$149,700 (vendor chosen)
 - b. Universal Drywall Contracting for \$274,748.66
4. Two proposals for fire safety equipment installation to comply with National Fire Prevention Act, including:
 - a. Wiginton Fire Systems for \$29,900 (vendor chosen)

THOMAS LEIGH ACQUISITION CORP.

April 18, 2022

Via Hand Delivery and eMail

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Community Redevelopment Agency
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 - b. Universal Drywall Contracting for \$274,748.66
4. Two proposals for fire safety equipment installation to comply with National Fire Prevention Act, including:
 - a. Wiginton Fire Systems for \$29,900 (vendor chosen)

Thomas Leigh Acquisition Corp.

City of Daytona Beach

April 18, 2022

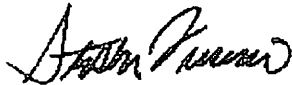
Page 2

- b. Southern Security & Fire, Inc. for \$45,795
5. Photographs showing existing conditions.
6. Architectural, Life Safety and Electrical plans providing:
 - a. Detailed drawing, to approximate scale, showing proposed improvements, and
 - b. Written specifications outlining scope of work.
7. Photocopy of Deed evidencing ownership of 128 Orange Ave.

Please note, we have included photographs of the electrical system that will also give you a sense of the issues regarding framing and drywall. However, the architectural and life safety plans will give you a clearer indication of how the building is being reconfigured to comply with ADA and fire prevention laws and rules.

If you have any questions regarding the foregoing, please feel free to contact me by phone at (917) 597-9257 or by email at stephen@ripplecoworking.com.

Sincerely,



Stephen T. Furnari, President

enclosures

128 Orange Avenue, Daytona Beach, Florida
Photographs for Historic Building Preservation Grant Program

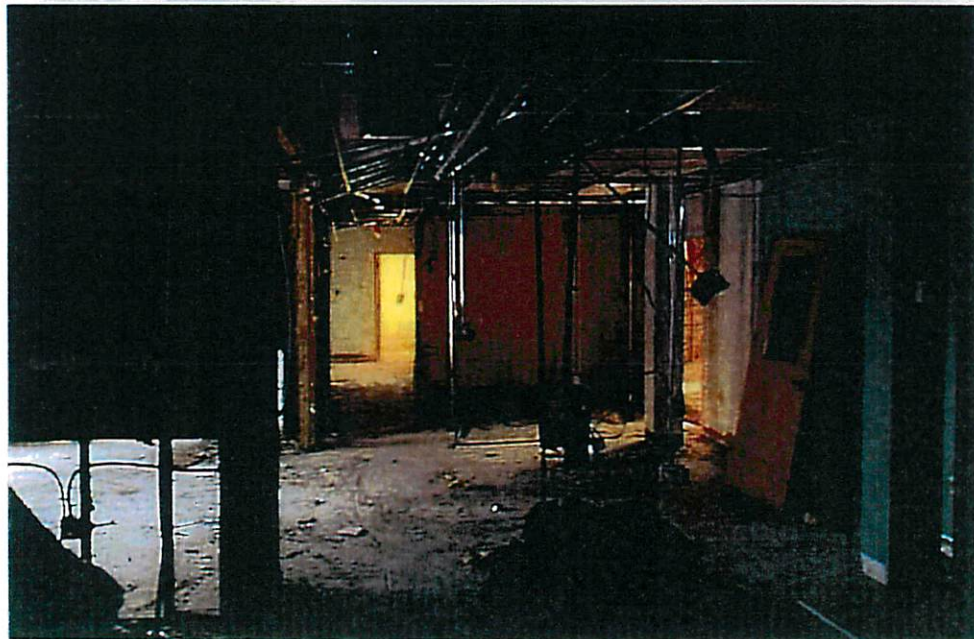
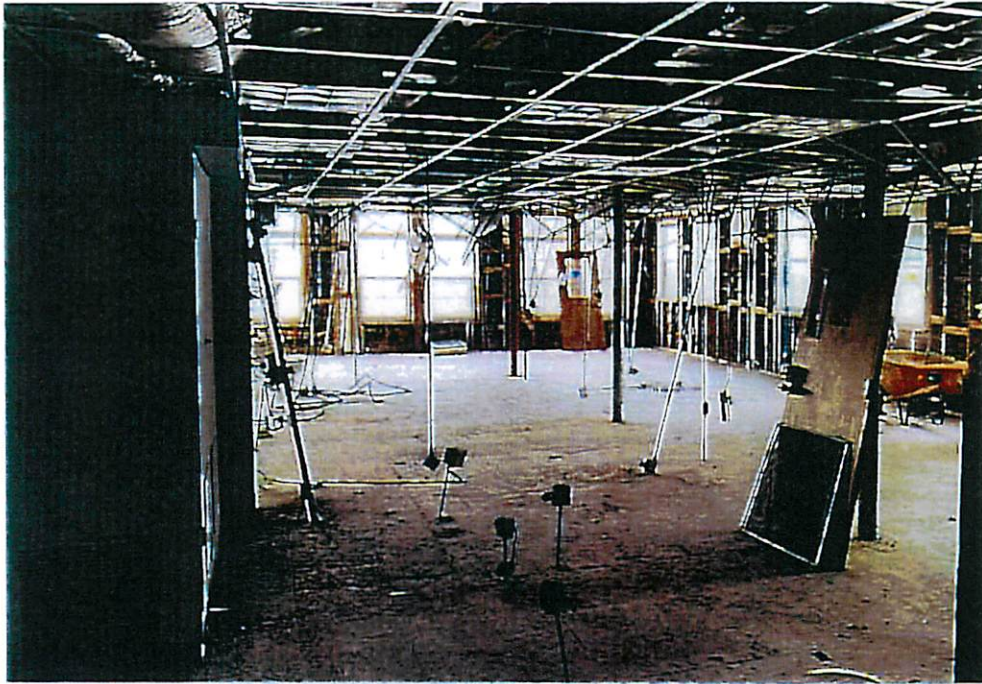
Exterior of Building When Purchased in April 2021



Examples of Existing Electrical System









128 ORANGE AVENUE - INT. MODIFICATION

OWNERS/DEVELOPER: STEPHEN & KRISTI RUMWALD, OWNERS, THOMAS LEIGH PROPERTIES, LLC, 712 SOUTH OCEANVIEW BLVD., FLAGLER BEACH, FL 32114, PH: (386) 888-2700

PROJECT LOCATION: 128 ORANGE AVENUE, DAYTONA BEACH, FL 32114

LEVEL 2 ALTERATION

MECHANICAL, ELECTRICAL, & PLUMBING ENGINEERING:

MORRISTOWN, PA. 08855
FARHAD AHMEDI, PE
MORRISTOWN, PA. 08855
1105 SOUTHERN AVE
ORLANDO, FL 32834
PH: (407) 854-1111 FAX: (407) 854-1112

STRUCTURAL ENGINEERING:

DESIGN ENGINEERING, INC.
RONALD O. DENNIS, PE
L.C. # 4512
401 CHURCH ST.
SARASOTA, FL 34231
PH: (941) 555-1500 FAX: (941) 555-1599

MECHANICAL CONTRACTOR:

BEACHSIDE HEATING & AIR
TED JOHNSON, ENGINEER
C/O CORTER
11111 DAYTONA AVE.
FLAGLER BEACH, FL 32114
PH: (386) 331-4103

BPF DESIGN INCORPORATED

ARCHITECTURE, DESIGN & DRAWING SERVICES

BRIAN P. FREDLEY, ASSOCIATE AIA, PROJECT MANAGER

DALLAS B. PEACOCK, AIA, ARCHITECT

#AIA 0009706

307 FAIRVIEW AVENUE

DAYTONA BEACH, FL 32114 PH: (386) 331-0291 FAX: (386) 331-0650

EMAIL: BPFDESIGN@bpfdesign.com WEBSITE: BPFDESIGN.COM

GENERAL CONTRACTOR:

STEPHEN C. KERNY & ASSOCIATES

STEVE KERNY, PRESIDENT

C/O CORTER

PO BOX 714

FLAGLER BEACH, FL 32114

PH: (386) 331-4414

ELECTRICAL CONTRACTOR:

TBD

PLUMBING CONTRACTOR:

TBD

FIRE SPRINKLER CONTRACTOR / ENGINEERING:

TBD

FIRE ALARM CONTRACTOR / ENGINEERING:

TBD

DATE: AUGUST 17, 2021

100% CONSTRUCTION DRAWINGS

17701 W. WINDY AVE. S.W.
SUITE 100
FORT MYERS, FL 33907
TEL: (888) 888-8888
WWW.BPFDESIGN.COM
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128 ORANGE AVENUE - INT. MODIFICATION

OWNER/DEVELOPER: STEPHEN & KRISTI TURNER, OWNERS, THOMAS LEIGH PROPERTIES, LLC, 717 SOUTH OCEANSHORE BLVD., FLAGLER BEACH, FL 32136 PH: (386) 888-2700

PROJECT LOCATION: 128 ORANGE AVENUE, DANTONA BEACH, FL 32114

LEVEL 2 ALTERATION

MECHANICAL, ELECTRICAL, & PLUMBING ENGINEERING:

KOCHEN FANAL PA. CA 94705
FASHAO ANTONCH, PE 72746
KOCHEN FANAL, PE 94709
1115 SOUTH BURNETT AVENUE
ORLANDO, FL 32836
PH: (407) 655-4111 FX: (407) 658-1412

ELECTRICAL CONTRACTOR:

TBD

PLUMBING CONTRACTOR:

TBD

STRUCTURAL ENGINEERING:

OATMAN ENGINEERING, INC.
KAMARU D. OATMAN, PE
LIC. # 45762
4011 CHURCH ST.
SANFORD, FL 32771
PH: (407) 344-5300 FX: (407) 214-5559

ARCHITECTURE, DESIGN & DRAWING SERVICES

BRIAN P. FREDLEY, ASSOCIATE AIA, PROJECT MANAGER

DALLAS B. PEACOCK, AIA, ARCHITECT

#AIA 0009706

101 FANNIN AVENUE

DANTONA BEACH, FL 32114 PH: (386) 337-0600 FX: (386) 257-0069

EMAIL: BPF@BPFDESIGN.COM WEBSITE: BPFDESIGN.COM

BPF
DESIGN INCORPORATED

FIRE SPRINKLER CONTRACTOR / ENGINEERING:

TBD

GENERAL CONTRACTOR:

STEFAN C. KOSBY & ASSOCIATES

STEVE KOSBY, PROJECT

COORDINATOR

PO BOX 244

FLAGLER BEACH, FL 32136

PH: (386) 971-4211

FIRE ALARM CONTRACTOR / ENGINEERING:

TBD

MECHANICAL CONTRACTOR:

BEACHSIDE HEAT N AIR

TED JOHNSON, ENGINEER

CALCO 00001

1111 DANTONA AVE

FLAGLER BEACH, FL 32136

PH: (386) 971-4020

DATE: AUGUST 19, 2011

100% CONSTRUCTION DRAWINGS

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128 ORANGE AVE



THE CITY OF DAYTONA BEACH

REDEVELOPMENT DIVISION

POST OFFICE BOX 2451
DAYTONA BEACH, FLORIDA 32115-2451
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DATE: June 1, 2022

TO: Downtown Redevelopment Board

FROM:  Kenneth Thomas, Director, Redevelopment Department

SUBJECT: Historic Preservation Program Grant Award - 230 South Beach Street
(Van Gogh Enterprises)

Staff Recommendation

Staff recommends approval of the Historic Preservation Program Grant for Van Gogh Enterprises in the amount of \$50,862.37.

Staff Report

On April 11, 2022, the Van Gogh Enterprises submitted a Historic Preservation Program grant application to assist with renovation of their building located at 230 South Beach Street. The grant request is for improvements to an elevator that will satisfy the requirements set-forth by the American Disabilities Act (ADA). The owner has selected a company that submitted a bid in the amount of \$85,595.00. However, the Van Gogh Enterprises previously received grant funding in the current fiscal year totaling \$24,137.63. Therefore, the Board is required to approve and/or deny grant funds not to exceed \$75,000 total. The remaining grant funds available for the Van Gogh Enterprises application requests are \$50,862.37.

The grant program was created to provide incentives that will encourage the renovation and rehabilitation of historic buildings located in the Redevelopment areas. The subject building has been added to the South Beach Street Local Historic Registry, and the project meets all eligibility requirements established by the Historic Building Preservation Program.

Fiscal Impact

Grant award of \$50, 862.37.

Board Action

Approval of the grant award; or such actions deemed appropriate by the Board.

cc: File

Historic Preservation Grant Programs

APPLICATION



Daytona Beach CRA

Type: ☐ Residential ☒ Commercial

Redevelopment District Downtown Redevelopment Area

Historic District Downtown

Applicant (Property Owner) Van Gogh Enterprise Inc Telephone (Business /Cell) 516-458-9588

Federal I.D. Number 86-3762960

Project Description: Improvement for Elevator to meet the requirement for the American Disabilities Act

Building Proposed Improvements:

	Improvement	Total Cost	Match	Grant
1.	Elevator modernization to	\$ 85,595.1	\$ 25%	Historic Preservation
2.	meet the code	\$	\$	Grant
3.		\$	\$	
4.		\$	\$	Requires
5.		\$	\$	City Commission
6.		\$	\$	approval.
7.		\$	\$	
8.		\$	\$	

Estimated Construction Time: 20 days

Estimated Completion Date: 7/2022

Applicant Signature: [Signature] Date: 4/11/2022

FOR OFFICE USE:

☒ Contributing Historic Building
☒ Eligible Projects

Application Checklist:

- ☒ Proof of Ownership
- ☒ Written Consent of Owner
- ☒ Completed application form
- ☒ Two work estimates
- ☒ Applicant does not owe the City
- ☒ Photograph of the existing building
- ☒ Drawings of proposed improvements

Approval:

Application received by: [Signature]
 Improvements meet Design Standards: [Signature] Date: 4/27/22
 Redevelopment Director Approval: [Signature] Date: 4/28/22
 Historic Preservation Board Approval: [Signature] Date: 4/28/22
Interior only

*Any additional
 payments will
 require City
 Commission approval.*



ELEVATOR MODERNIZATION AGREEMENT

Hydraulic Elevator Modernization

Purchaser: Van Gogh Enterprises INC.
230 South Beach Street
Daytona Beach, FL 32114

Location: Van Gogh Enterprises INC.
230 South Beach Street
Daytona Beach, FL 32114

By: Oracle Elevator Company
250 National PI Ste 152
Longwood, FL 32750
Telephone: (727) 723-4132
Email: jaclyn.hanson@oracleelevator.com
Internet: www.oracleelevator.com

Date: February 17th , 2022

Estimate:

INITIALS:

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INITIALS

PART 1 – GENERAL

This proposal covers the complete modernization of the elevator located at Van Gogh Enterprises INC. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.

- 1.01 All work will be performed in accordance with the most applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.
- 1.02 Drawings. Oracle Elevator will prepare drawings and/or cut sheets at company's sole discretion, showing the general arrangement of the elevator equipment.
- 1.03 Permits, taxes and licenses. All applicable permit, taxes, and licensing fees are included in this proposal. (Permits and fees for road closures are not included in this proposal)
- 1.04 Maintenance service. The existing maintenance contract will stay in effect.
- 1.05 Wiring diagrams. Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Purchaser.
- 1.07 Keys. Two (2) keys for each key switch specified will be furnished to the Purchaser.

PART 2 – EQUIPMENT AND SUMMARY OF WORK

QUANTITY:	1	MOTION CONTROL:	New
CAPACITY:	2,000lbs	POWER SUPPLY:	New
SPEED:	150 fpm	LOGIC CONTROL:	New
STOPS:	2 floors	CAR ENCLOSURE:	Retain*
OPENINGS:	2 openings	SIGNAL FIXTURES:	New
CAR SIZE: PLATFORM:	Existing	DOORS:	Retain
CLEAR INSIDE:	Existing	ENTRANCES:	Retain
TRAVEL:	30 Feet	DOOR OPERATION:	New
WIRING:	New	PUMPING UNIT:	New

PART 3 - MODERNIZATION EQUIPMENT FEATURES

3.01 CAR

The existing car frame assembly will be retained. The slide guides will be refurbished as needed.

INITIALS:

3.02 CAR ENCLOSURE

The existing car enclosure will be retained.

3.03 CAR SIGNAL FIXTURES

The existing car operating panel will be replaced with new Innovation vandal resistant fixtures. The panel will be constructed to meet ADA-AG requirements and ANSI A-17 A-2010 code.

3.04 CONTROL & DRIVE SYSTEMS

The existing controller will be replaced with a state-of-the-art microprocessor-based control Smartrise system. The system will be field programmable and will meet all requirements as outlined the ANSI-A17 2010 code for elevators and escalators as well as all state and local codes.

3.05 DOORS & ENTRANCES

The existing door operator will be modified with a new GAL MOVFR solid-state type featuring state-of-the-art closed loop feedback control. The closed loop feature allows for constant monitoring of the speed and location of the doors during any position of travel, providing smooth and consistent opening and closing motion. In addition to the operator all mechanical linkages, and clutch assemblies will be new. The car door will be retained. The existing mechanical door reversal device will be replaced with an infrared device that will reverse the door without requiring physical contact with the door.

3.06 HALL SIGNAL FIXTURES

Furnish and install new Innovation vandal resistant hall fixtures at all landings. The new hall position indicators will be installed within the fixture using a 1" display indicating which floor the elevator is located.

3.07 MACHINES & MOTORS

The pumping unit will be replaced and will be equipped with state-of-the-art new submersible MEI unit that will include new motor, pump, hydraulic valve, oil, and muffler type motor that will greatly improving the overall performance of the elevator.

3.08 PIT EQUIPMENT.

The existing pit equipment will be retained.

3.09 WIRING

All control wiring where required will be replaced to meet all NEC code requirements, including wiring located on car top and hoistway.

3.10 MISCELLANEOUS WORK

No miscellaneous work included.

PART 4 – INSTALLATION SEQUENCE AND SCHEDULE

4.01 WORK HOURS

All work will be performed during regular working hours of regular working days as is customary in the elevator industry (8:00am – 4:30pm)

4.02 OUT OF SERVICE

One elevator at a time will be out of service in the performance of the work as specified.

INITIALS:

3.02 CAR ENCLOSURE

The existing car enclosure will be retained.

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The existing car operating panel will be replaced with new Innovation vandal resistant fixtures. The panel will be constructed to meet ADA-AG requirements and ANSI A-17 A-2010 code.

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4.02 OUT OF SERVICE

One elevator at a time will be out of service in the performance of the work as specified.

INITIALS

4.03 SCHEDULE

Prior to commencing work, a work schedule will be submitted to the Purchaser. Work will not commence until the schedule has been mutually agreed, in writing, to by both Parties. At the time this proposal was drafted, the following lead time and schedules are considered upon contract execution:

Phase	Time Period
Phase 1 – Engineering & Drawings:	4-5 Weeks
Phase 2 – Material Arrival:	10-12 Weeks
Phase 3 – Substantial Completion of Car #1:	3 Weeks
Phase 4 – Final Inspection	1 Day
:	

— PART 5 – TESTS

5.01 EMERGENCY FIRE SERVICE

Perform Phase I and Phase II Fire Service tests to conform to applicable codes.

5.02 REQUIRED TESTS

All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these tests to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

5.03 TEST REPORTS

Completed copies of test reports will be provided to the Purchaser

— PART 6 - CLEAN UP, INSPECTION, & REMOBILIZATION

6.01 CLEAN UP

Oracle Elevator will remove all debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.

6.02 INSPECTION

All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

6.03 REMOBILIZATION

The performance of the work hereunder is conditioned on your performing of the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

— PART 7 – WORK NOT INCLUDED

This proposal does not include the following work, and is conditioned on the proper performance of such work by the Owner.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required and dewatering of pit(s) when necessary. Legal machine room(s), adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50 degrees Fahrenheit, minimum 90 degrees Fahrenheit maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support for guide rail brackets. Adequate bracing of entrance frames to prevent distortion during wall construction. When required, divider beams at suitable points shall be provided for guide rail bracket support.

INITIALS:

- It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the contractor.

All sill supports, including steel angles where required, and sill recesses (if sill angles not supplied by Elevator Contractor) and the grouting of door sills. Provide O.S.H.A. compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the elevator is being installed (protection must allow clearance for installation of entrance frames). Proper trenching and backfilling for any underground piping and/or conduit, Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting anchors and sleeves. Pockets or blockouts for signal fixtures. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting of these items.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

The contractor will provide a temporary 220 VAC - 30 amps single phase terminal with disconnect for each traction elevator in the machine room(s) and within 50 feet of the machine room(s) for hydraulic elevators at the start of the job for temporary operation of work platform.

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. Telephone connection to elevator controller (must be a dedicated line and monitored 24 hours. Instrument in cab by others. One additional telephone line per group of elevators for diagnostic capability wired to designated controller.

Emergency power supply with automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connection(s) between elevator machine rooms for emergency power purposes is/are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of fire wall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

The Owner is to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable).

Costs for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

The Owner agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense.

The Owner agrees to provide at no cost a crane to hoist elevator equipment as needed.

Composite clean-up crews will not be provided. We will be responsible for our own housekeeping.

All existing equipment removed by company shall become the exclusive property of company.

PART 8 – SPECIAL CONDITIONS

INITIALS:

- It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the contractor.

All sill supports, including steel angles where required, and sill recesses (if sill angles not supplied by Elevator Contractor) and the grouting of door sills. Provide O.S.H.A. compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the elevator is being installed (protection must allow clearance for installation of entrance frames). Proper trenching and backfilling for any underground piping and/or conduit. Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting anchors and sleeves. Pockets or blockouts for signal fixtures. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting of these items.

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Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable).

Costs for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

The Owner agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense.

The Owner agrees to provide at no cost a crane to hoist elevator equipment as needed.

Composite clean-up crews will not be provided. We will be responsible for our own housekeeping.

All existing equipment removed by company shall become the exclusive property of company.

PART 8 – SPECIAL CONDITIONS

INITIALS

1. Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.
2. It is agreed that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provisions is being violated. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCB's or other hazardous substances, caused by individuals other than our employees, or those of our subcontractors, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses and payments resulting from such exposure.
3. Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.
4. A dry and protected area, conveniently located to the elevator hoistway, will be assigned to us without cost, for storage of our material and tools. You agree that if you are not ready to accept delivery of the equipment when we notify you it is ready, you will immediately make the payments due for the equipment and designate some local point where you will accept delivery unless you designate such point of delivery within two weeks. We are authorized to warehouse the equipment within or without our factory at your risk. You shall reimburse us for all costs due to extra handling and warehousing.
5. Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished upon request.
6. We shall not be liable for any loss, damage or delay caused by acts of Government, strikes, lockout, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God, or any cause beyond our reasonable control, and in no event shall we be liable for consequential damages.
7. Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.
8. If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
9. In the event of any default by you in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable irrespective of the acceptance by us of notes from you or extension of time for payment. In the event an attorney is engaged to enforce and collect payment due, hereunder either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this agreement to be in Florida) or in any other county of ORACLE ELEVATOR's choice.

The rights of ORACLE ELEVATOR under this agreement shall be cumulative and the failure on the part of the company to exercise any rights given thereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ORACLE ELEVATOR in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Purchaser's acceptance of this agreement and its approval by an executive officer of ORACLE ELEVATOR will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict, this proposal and contract is hereby accepted.

PART 9 – TERMS & CONDITIONS

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-

INITIALS:

Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

PERMITS, TAXES AND LICENSES: All applicable sales and use taxes, permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal is included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

TEMPORARY SERVICE: Should the service of any elevator be required before completion and final acceptance, the Purchaser agrees to sign our Construction Use form, Warranty Extension and/or Service Agreement and be bound by the terms and conditions thereof. A copy of this form will be furnished on request.

ACCEPTANCE OF INSTALLATION: Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

WARRANTY: We warrant the equipment installed by us under this contract against defects in materials and workmanship for a period of one year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

If there is more than one (1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

TITLE AND OWNERSHIP: We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Oracle Elevator Service Company complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. Oracle Elevator Service Company support Equal Employment Opportunity and Affirmative Actions Compliance programs.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they become due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

INITIALS: _____

Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

PERMITS, TAXES AND LICENSES: All applicable sales and use taxes, permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal is included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

TEMPORARY SERVICE: Should the service of any elevator be required before completion and final acceptance, the Purchaser agrees to sign our Construction Use form, Warranty Extension and/or Service Agreement and be bound by the terms and conditions thereof. A copy of this form will be furnished on request.

ACCEPTANCE OF INSTALLATION: Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

WARRANTY: We warrant the equipment installed by us under this contract against defects in materials and workmanship for a period of one year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

If there is more than one (1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

TITLE AND OWNERSHIP: We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Oracle Elevator Service Company complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. Oracle Elevator Service Company support Equal Employment Opportunity and Affirmative Actions Compliance programs.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they become due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

INITIALS

Purchaser expressly releases, discharges and acquits ORACLE ELEVATOR expressly agrees to remain liable for any and all claims for loss, damage, detention, death or injury, of any nature whatsoever, to any person, use, operation, installation or condition of the elevator(s) which are subject to this contract, or the associated areas, regardless of whether such actions arise from the use, operation, installation or condition of the elevator(s), machine room(s), hatchways(s), or any of their component parts. Claims expressly covered by this agreement include those made by the purchaser, its successors, heirs, assigns, agents, and employees as well as those made by any other person or entity whatsoever claiming against ORACLE ELEVATOR. The types of claims expressly covered by this agreement include but are not limited to any loss, damage, injury, death, delay, or detention to persons, entities, or property caused by obsolescence, misuse of equipment, design of equipment, installation of equipment and the associated areas surrounding such equipment regardless of whether such claims arise out of the negligent acts or omissions of ORACLE ELEVATOR, ITS OFFICERS, AGENTS OR EMPLOYEES OR ANY OTHER CAUSE WHATSOEVER.

One percent of the purchase price represents specific consideration for which the Purchaser expressly agrees to the above and further agrees to indemnify, defend and save harmless ORACLE ELEVATOR from and against any and all liability, costs, expenses, judgment awards, interest, attorneys' fees or any other damages which may be sustained by or imposed by law on ORACLE ELEVATOR as a result of any and all such claims or actions against ORACLE ELEVATOR, including but not limited to the claims or actions discussed above regardless of whether such claims arise out of the joint, or sole negligent acts or omissions of ORACLE ELEVATOR, its officers, agents or employees or any other cause whatsoever.

Purchaser expressly agrees to name ORACLE ELEVATOR as an additional insured under their general liability and excess (umbrella) insurance policies for the claims set out above.

THIS SECTION INTENTIONALLY LEFT BLANK

INITIALS:

PART 10 – PRICE AND PAYMENT SCHEDULE

BASE PRICE: EIGHTY-FIVE THOUSAND FIVE HUNDRED NINETY-FIVE 00/100 DOLLARS (\$85,595.00)

PAYMENT SCHEDULE

1. The first 33.33% of contract amount is to accompany a signed and dated copy of this proposal. No work will be scheduled, or material ordered until the signed proposal and first payment are received.
2. The second 33.33% of the contract amount is due upon materials delivery either to an agreed upon staging/storage facility or to the job site.
3. The remaining 33.34% shall be paid upon the substantial completion of the elevator.

FOR ORACLE ELEVATOR CO:

FOR PURCHASER:

(Signature of Oracle Representative)_____
(Signature of Authorized Representative)_____
(Printed or Typed Name)_____
(Printed or Typed Name)_____
(Title)_____
(Title)_____
(Date)_____
(Date)

ORACLE ELEVATOR COMPANY APPROVAL

By: _____
(Signature)

Title: _____

Date: _____

BILLING INFORMATION

For questions about billing please contact:

Oracle Elevator Company
Accounts Payable
2860 Highway 71 North Suite E
Marianna, FL 32446-1893
P: (850) 526-8150

INITIALS: _____

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FOR ORACLE ELEVATOR CO:

FOR PURCHASER:

(Signature of Oracle Representative)_____
(Signature of Authorized Representative)_____
(Printed or Typed Name)_____
(Printed or Typed Name)_____
(Title)_____
(Title)_____
(Date)_____
(Date)

ORACLE ELEVATOR COMPANY APPROVAL

By: _____
(Signature)

Title: _____

Date: _____

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INITIALS

MODERNIZATION UPGRADES/GUIDELINES CHECKLIST

The following is a list of common elevator inspection deficiencies that the building owner is required to adhere to. This work must be completed by the owner prior to commencement of Modernization or installation of new elevator components, and before inspection of the elevator. This is not an official document and does not in any way change requirements defined elsewhere.

This check list is only intended as a guideline for Owner/Contractors based upon our experience with inspectors and knowledge of applicable code. Local authorities having jurisdiction can make additional requests.

- Provide GFCI duplex outlets in the machine room and pit.
- Provide permanently installed electric lighting in machine room with a lighting intensity of at least 200lx (19 fc) at the floor level.
- Provide separate outlet (GFCI) for sump pump in pit.
- Existing sump pump may not drain into the sewer system. Must have a suitable cover, Dedicated GFCI power supply and a visible outlet to a 55 gallon drum or approved oil separator.
- The pit lighting shall provide an illumination of not less than 100lx (10 fc) at the pit floor.
- Provide a class ABC fire extinguisher; to be located within reach of machine room doorway.
- Remove all foreign pipes, wiring, material, and electrical switches such as hallway lights from machine room, that are not directly related to the elevator. Nothing that invites anyone into the room but licensed elevator personnel is allowed. No alarm panels, security systems, fire panels, light switches, plumbing shut off valves, etc. are allowed in this room.
- Insure that the room rating is secure. Inspector may not allow drop ceilings or other means of "hiding" pipes, wiring, etc.; any holes in machine room walls must be repaired.
- 120 VAC Cab Lights disconnect adjacent to Main Line Disconnect of the opening side of the machine room door.
- Main Line Disconnect shall have a means to be locked in the "off" position and cannot be opened while in the "on" position. Dual element slow blown fuses and rejection clips are required by National Electric Code. Disconnect must have auxiliary contact to disconnect emergency rescue device if such rescue device is being installed. Disconnect will need to be properly grounded.
- Each enclosed elevator lobby must have an automatic means of fire detection regardless of ambient conditions, at all floors. Have your alarm company speak with us before they bid the job.
- Install smoke and heat rise sensors per code. Supervisory panel may not be located in the machine room. Provide dry contact closure from all three zones inside or adjacent to elevator controller.
- Provide proper clear, safe access to the machine room.
- Install dedicated telephone line for Elevator Emergency Telephone Service in the car and provide an on-demand, authorized personnel with information that identifies the building location, elevator number and assistance is required.
- Machine room door must be self-closing, self-locking and fire rated to 1.5 hours.
- Provide HVAC per code requirements.
- Provide light protection in machine room and elevator.

INITIALS:

Required Work by Others to Accompany Modernization per Building Codes

Electrical Work



Lockable Main Line Disconnects with rejection clips and RK5 fuses. Door should not open while disconnect is on. Must be located in sight of machine and controller.



Car Light Disconnects (110v) located in the machine room for each elevator.

Machine room lighting should provide a minimum of 19 foot candles of illumination. Overhead fixtures with protective covers.



Pit lighting should be moisture proof light fixtures in each pit with protective cover. Minimum 10 foot candles of illumination. Switch shall be within reach of the access door or 1st floor landing door.



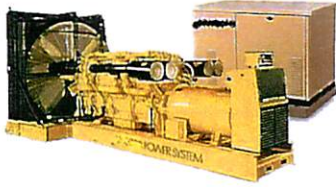
GFCI receptacle in each Machine Room
GFCI receptacle in each pit

Dedicated earth ground: Ensure that there is a dedicated earth ground already existing in the elevator machine room for the elevator equipment.



Dedicated phone line per elevator run into the machine room.

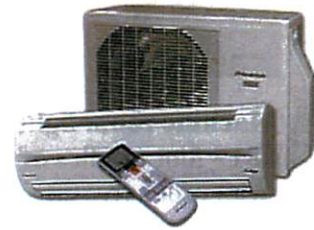
Shunt Trip Breaker (only if machine room is sprinkled): The shunt trip breaker is used to allow the smoke/heat sensor to trip the breaker and remove power to the elevator system before the introduction of water through the sprinkler heads.



Emergency Generator: If one is existing, Feed the normal power disconnects. Dry, normally closed contacts on the transfer switch shall terminate at the elevator controllers to give at least 20 second advanced notice prior to the application of emergency power.

Machine Room Air Conditioning Requirement

Per code microprocessor elevator equipment must operate in a temperature and humidity controlled environment according to manufacturer's required specifications. Elevator controllers are designed to operate in temperatures between 45⁰ to 95⁰ F and to not exceed 85% relative humidity, non-condensing. The most common method to meet this code requirement is a split AC unit. (If the elevators run on emergency power then the A/C must also be connected to the emergency generator.) The BTU output of the elevator equipment can be provided by your Oracle Elevator representative.



Machine Room Doors

Per code elevator machine room doors need to be:

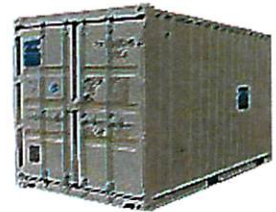
1. Self closing and self locking.
2. Swing out from the machine room
3. Be fire rated 1.5 hour "B" labeled door.
4. Marked with a sign stating "Danger Authorized Personnel Only"

Storage Options- (discuss with Oracle Elevator representative)

Option 1- Storage during the modernization of the elevators provided by the owner in a dry and secure location near the elevators.

Option 2- A storage pod can also be provided by Oracle at an additional charge. (Storage pods will require two parking spaces)

Option 3- Oracle Elevator may be able to store the equipment at their local warehouse during the modernization project based upon the location, size, and duration of the project.



Fire Alarm Requirements



Please consult with your current fire service vendor for required upgrades when modernizing your elevators.

The following items will be required for the elevator modernization to meet the fire recall requirements.

1. A smoke sensor at each landing near the elevator entrances. (A heat sensor is required in lieu of a smoke sensor if the floors open up to an open breezeway.
2. A smoke detector in the machine room.
3. Three contacts run from the fire alarm panel into the elevator machine room.
 - a. One contact for Primary Floor Recall
 - b. One contact for Alternate Floor Recall
 - c. One contact for Flashing Hat Jewel in Hall Station. This activates if the smoke detector in the machine room is activated to let the emergency personnel know that the fire is in the machine room.