



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA PLANNING & ZONING BOARD MEETING MAY 15, 2026

**10:00 AM, Shores Community Center, 3000 Bellemead Drive
Daytona Beach Shores, FL 32118**

Notice is hereby given to all interested parties that if any person should decide to appeal any decision made at the aforementioned meeting of the P&Z Board, such person will need a recording of the proceedings conducted at such meeting, and for such purpose he or she may need to ensure that a verbatim record of the proceedings was made; such record to include testimony and evidence upon which any appeal shall be based. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations for this public meeting should contact the City Clerk, City of Daytona Beach Shores, at least five working days prior to the meeting.

1. OPENING REMARKS

2. MINUTES

A. Planning & Zoning Minutes April 20, 2026

3. QUASI-JUDICIAL HEARING

A. Regular Site Plan RSP-A25-0008: *3411 South Atlantic Avenue, A Condominium* at 3411 S. Atlantic Avenue.

4. ACTION ITEMS

A. Ordinance 2026-05: Land Development Code Amendment to Create a Definition for A-Frame Signs and Allow Daily A-Frame Signs at Each Business After Obtaining a Permit

5. OTHER

6. BOARD COMMENTS

7. ADJOURNMENT

MINUTES
PLANNING & ZONING BOARD MEETING
April 20, 2026
3000 Bellemead Drive Daytona Beach Shores, FL 32118

1. OPENING REMARKS

Present: Board Member Rick Delange, Board Member Guy Desai, Board member Chuck Horion, Board Member James Lilly, Board Member Chris Pollard and Alternate Joe Monaco.

Staff: City Clerk Cheri Schwab, City Attorney Taylor Simonds, Community Services Director Stewart Cruz, and City Planner Gwyn Herstein.

2. MINUTES

A. Planning & Zoning Minutes February 9, 2026

BOARD MEMBER CHUCK HORION moved, seconded by BOARD MEMBER JAMES LILLY to Approve the Planning & Zoning Minutes of February 9, 2026.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Board Member Rick Delange, Board Member Guy Desai, Board member Chuck Horion, Board Member James Lilly, Board Member Chris Pollard

3. QUASI-JUDICIAL HEARING

A. Zoning Variance - ZV-A25-0013: 1901 S. Atlantic Avenue - 1901-1903 S. Atlantic LP

The hearing began at 10:03 am. The board members did not report any ex parte communication. All witnesses for the hearing were sworn in by the City Clerk.

City Planner Gwyn Herstein provided the background for the variance request by Max Beach Resort. The property is located at 1901 S. Atlantic Avenue and is currently operating as a hotel. They would like to transition into a multifamily residence. There are 11 total units that fall under the current code size requirements. The code requires 1,000 square feet and there are 10 rooms with 890 sq. ft. and one with only 830 sq. ft. Ms. Herstein stated that staff had reviewed the seven required criteria for a variance and felt they had been met. All due public notice requirements were also met.

The board questioned whether the issue was self-imposed and not related to the city code requirements. It was explained that when the property was originally designed, it was for a multifamily residence. During the actual build, the economy changed, and it was decided to construct a hotel with a restaurant instead of a condominium. In doing this, eleven rooms were reduced in size. Community Services Director Stewart Cruz explained that in other zoning areas, the size requirement for living space has different minimums and maximums.

Attorney Joey Posey spoke on behalf of the applicant. He stated that there is a huge tiny home movement. Many people are reducing their homes from larger spaces to smaller ones. He noted that if the code allowed the square feet of the terrace, which is livable space for occupants, the units would meet the city's code of 1000 sq. ft. Pictures were shown of the units, and they all include fully functional living areas. The board again questioned the size of the units and why they weren't made larger originally. The design and building process was explained again. John Ott, VP of Development, stated that the hotel market has severely declined, but the residential market was

improving.

There was no one in the audience who wished to speak either in favor or against the proposed variance.

The hearing closed at 10:44 am.

BOARD MEMBER CHUCK HORION moved, seconded by BOARD MEMBER GUY DESAI to Approve the Zoning Variance - ZV-A25-0013 for 1901-1903 S. Atlantic LP.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Board Member Rick DeLange, Board Member Guy Desai, Board member Chuck Horion, Board Member James Lilly, Board Member Chris Pollard

4. ACTION ITEMS

5. OTHER

A. 2025 Concurrency Management Report

Director Cruz provided statistics from the 2025 Concurrency report stating that the city had adequate facilities and services to meet capacity and the adopted level of service standards. These include potable water, roads, sewer, solid waste, stormwater, schools, and recreation.

B. Training with Online Agenda system

The board members were provided training in Live Meeting Management after the meeting concluded.

6. BOARD COMMENTS

Community Services Director Stewart Cruz provided an update on the following: St Kitts Park, So Napa Restaurant progress, Aston Martin site plan and Lux Condo.

7. ADJOURNMENT

The meeting ended at 11:17 am.

Cheri Schwab, Recording Secretary

Rick DeLange, Chairman



PLANNING & ZONING BOARD AGENDA MEMORANDUM MAY 15, 2026 AGENDA

TO: The Members of the Planning & Zoning Board

FROM: Gwyn Herstein, City Planner

PREPARED BY: Gwyn Herstein, City Planner

SUBJECT: Regular Site Plan RSP-A25-0008: *3411 South Atlantic Avenue, A Condominium* at 3411 S. Atlantic Avenue.

SYNOPSIS:

On November 20, 2025, applicant Joe Hopkins, P.E. with The Performance Group, submitted Regular Site Plan application RSP-A25-0008. This site plan application, if approved, will facilitate construction of a 16 story + 2 garage levels (including a mezzanine system) multifamily residential condominium. The development also includes a restaurant and other public and private amenities. This 1.05 acre development site is located at 3411 S. Atlantic Avenue (east side) and has 200 feet of road frontage. Seventy-eight (78) one, two, and three-bedroom units will be constructed on thirteen typical floors, and an additional eight (8) units will be constructed on two penthouse levels. One floor will be dedicated to private indoor and outdoor amenities. Parking will be accomplished on a basement level and two additional low-level floors, which include a parking mezzanine system.

FISCAL IMPACT STATEMENT:

BACKGROUND:

See attached Planning Analysis.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Regular Site Plan RSP-A25-0008 with the following conditions as presented. **Conditions listed below shall be met prior to construction commencement.**

1. Per Chapter 3 of the Land Development Code of the City of Daytona Beach Shores, written confirmation from the City of Port Orange that the Port Orange Potable Water System and Services have sufficient capacity at or above the adopted level-of-service (LOS) to accommodate the impacts of this development, or that improvements necessary to bring

facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

2. Per Chapter 3 of the Land Development Code of the City of Daytona Beach Shores, Concurrency Certification without conditions is required.
3. Per Sec. 14-38(2) of the Land Development Code of the City of Daytona Beach Shores, written FEMA approval for construction on site shall be provided to the City prior to construction commencement. In lieu of the aforementioned, construction may commence on site provided development within that portion of the property, identified as being in the Special Flood Hazard Area, is demonstrated to be consistent with controlling law.

SUGGESTED MOTION:

A Planning and Zoning Board Member may motion as follows:

1. "I move to recommend approval of Regular Site Plan RSP-A25-0008 with the conditions as presented."
OR
2. "I move to recommend approval of Regular Site Plan RSP-A25-0008 with the conditions as presented and with the following additional conditions..."
OR
3. "I move to recommend denial of Regular Site Plan RSP-A25-0008 on the basis of the following..."

- ATTACHMENT:**
1. P&Z Planning Analysis & Exhibits A - H (16 pages) 3411 S. Atlantic Ave.
 2. Exhibit I
 3. EXHIBIT I - RSP-A25-0008 Application and Supporting Documents
 4. Exhibit J
 5. EXHIBIT J - RSP-A25-0008 Civil Plans
 6. Exhibit K
 7. EXHIBIT K - RSP-A25-0008 LANDSCAPE-AND-IRRIGATION-PLAN
 8. Exhibit L
 9. Exhibit L - RSP-A25-0008, Serena by the Shores Development Agreement
 10. Exhibit M
 11. EXHIBIT M - RSP-A25-0008 Elevation Images



PLANNING ANALYSIS

APPLICATION TYPE & NO:	Regular Site Plan & RSP-A25-0008
APPLICATION SUBJECT:	Approval of site plan application RSP-A25-0008, which would allow construction of a 16-story + 2 garage level, 86-unit residential condominium
PROJECT NAME:	3411 South Atlantic Avenue, A Condominium
PROJECT LOCATION:	3411 S. Atlantic Avenue
PARCEL ID:	5335-03-01-0130
PARCEL OWNER:	Daytona Valor Capital LLC
PROJECT COORDINATOR:	Joe Hopkins, P.E. with The Performance Group

A. EXISTING ZONING AND LAND USE

Table 1 below provides a description of the zoning district designation and current land use (i.e., existing development) for the subject and abutting properties.

Table 1: Zoning and Land Use Area Description

Location	Zoning	Current Land Use
Subject Property	T-RMF-1	Vacant Lot
North	T-RMF-1	Days Inn Tropical Seas
South	T-RMF-1	Towers Ten Residential Condominium
East	N/A	Atlantic Ocean
West	GC-1	Burger King & Pirates Island Adventure Golf

Notes: T-RMF-1 = Hotel/Motel-Residential Multifamily (High Density) District, GC-1 = Tourist-Oriented Commercial District.

As seen in **Table 1** above and **Exhibit A**, the subject property has a zoning designation of T-RMF-1. Which allows uses available in either the T Hotel/Motel District or the RMF-1 Multifamily Residential District (High Density). Pursuant to Sec. 14-18.2. of the Daytona Beach Shores Land Development Code (LDC), multifamily dwelling uses are permitted in the RMF-1 Multi-Family Residential District (High Density).

B. COMPREHENSIVE PLAN (2045)

According to the City's Adopted Comprehensive Plan (2045) Future Land Use Map, the future land use (FLU) classification of the subject property is *High Intensity Use*. Comprehensive Plan **Policy 1-1.1.2.2.** sets density limits for high-intensity multi-family residential condominiums at a maximum of 60 units per gross acre. Considering the aforementioned and that the proposed development would have units at exactly 60 per gross acre, the proposed site plan is consistent with the City's Adopted Comprehensive Plan (2045) and existing FLU classification.

C. REVIEW AND COMMENTS

PLANNING: Gwyn Herstein, City Planner

1. General Description

The development site is located at 3411 South Atlantic Avenue (**Exhibit B**). This site's development area is 1.05 acres, the site measured 1.43 acres from the MHWL on the 2018 survey, and the property has street frontage of 200 feet along South Atlantic Avenue. The *3411 South Atlantic Avenue LLC, A Condominium* site plan application proposes construction of a 16-story 86-unit residential condominium building with 2 parking garage levels plus a parking mezzanine on this ocean-front property. Seventy-eight proposed typical units range in size from 1,313 square feet to 2,729 square feet, and eight additional units will occupy 2 penthouse levels. The project's total gross residential square footage is 205,335. There is currently no structure on this property other than a seawall, though a motel occupied the site from 1963 until early 2006.

2. Stormwater

To accommodate non-percolating stormwater created by this development, roof drainage will be directed to a rock trench along the exterior of the building as part of the underground exfiltration system designed to FDEP criteria and meet or exceed the City's regulations. The City engineer has approved this site plan as conforming with the City's Land Development Code and stormwater regulations.

3. Access

The development plan shows vehicular and pedestrian access via one (1) driveway connection to S. Atlantic Avenue toward the south side of the west property line; this leads up from below-street-level parking. A second vehicular access via a driveway connection to S. Atlantic Avenue is shown toward the north side of the west property line; this leads to additional parking garage levels. The City's Public Safety Department has reviewed the access points and has no objection to their locations. An FDOT permit is pending for these access points.

4. Parking & Transportation

One hundred thirty-three (133) parking spaces are required to serve the proposed development; one hundred sixty-one (161) spaces are shown on the plan. Six (6) of these provided spaces are tandem spaces, and six (6) are ADA spaces.

According to the Trip Generation Statement provided by the project transportation engineer (**Exhibit C**), daily trips generated by the proposed development should average nine hundred ninety-three (993). Of these average daily trips to and from the property, 9% are expected to take place during the peak AM hour (29 to and from the condominium and 56 to and from the on-site restaurant) and 9% during the peak PM hour (33 to and from the condominium and 53 to and from the on-site restaurant). Due to the projected total daily trips found to be below the City's LDC threshold, no further Traffic Impact Analysis is required for this development. Based on this information, the Daytona Beach Shores 2025 Concurrency Management Report, the SRA1A road network has adequate capacity to accommodate this traffic increase.

5. Public Facilities

According to all submitted professional reports and comparisons of project metrics against currently adopted level-of-service standards identified in the City's LDC, Chapter 3, all public facilities have adequate capacity to accommodate this proposed development with one exception as follows: Evidence of adequate potable water for this project from the City of Port Orange has not been provided, but is a requirement before construction may begin. It is therefore a condition of approval of this site plan. (**Exhibit D**).

6. Landscaping

Eighteen (18) trees and two (2) different tree species are required to be added to the site. The developer proposes to add (39) trees in five (5) different tree species. Adequate perimeter and interior landscaping are provided as required. Considering this information, the proposed landscape plans meet the City's landscape design requirements (**Exhibit E**).

7. Development Plan

As seen in the attached site development plan review checklist (**Exhibit F**), the proposed plans meet the requirements of the applicable Development Agreement recorded February 2, 2022, and the City's Land Development Code in all places not specifically addressed by said Development Agreement.

8. Conditions for Approval

Please see three conditions in **Exhibit G**. All must be met before construction may begin.

9. Public Notices

Required public notification requirements of newspaper publishing and placard posting on the site, both at least ten (10) days prior to the first hearing, have been met, per **Exhibit H**.

D. PLAN REVIEWERS

COMMUNITY SERVICES: Stewart Cruz, AICP, Department Director

Concurrency Certification and FEMA approval is required prior to the start of construction.

BUILDING DIVISION: Steve Edmunds – Building Official

The Building Official has reviewed the site plans and his comments have been addressed.

PUBLIC WORKS: Tom Brown - Public Works/Sewer Deputy Director

The Deputy Director has reviewed the site plan, including the landscaping and irrigation plans, and his comments have been addressed.

PUBLIC SAFETY: Lt. Norman “R.J.” Medders – Support Services Division Lieutenant

The Support Services Lieutenant has reviewed the site plan and his comments have been addressed.

ENGINEERING: John Dillard, P.E. – Zev Cohen & Associates

The City’s civil engineering consultant has reviewed the site plan and his comments have been addressed.

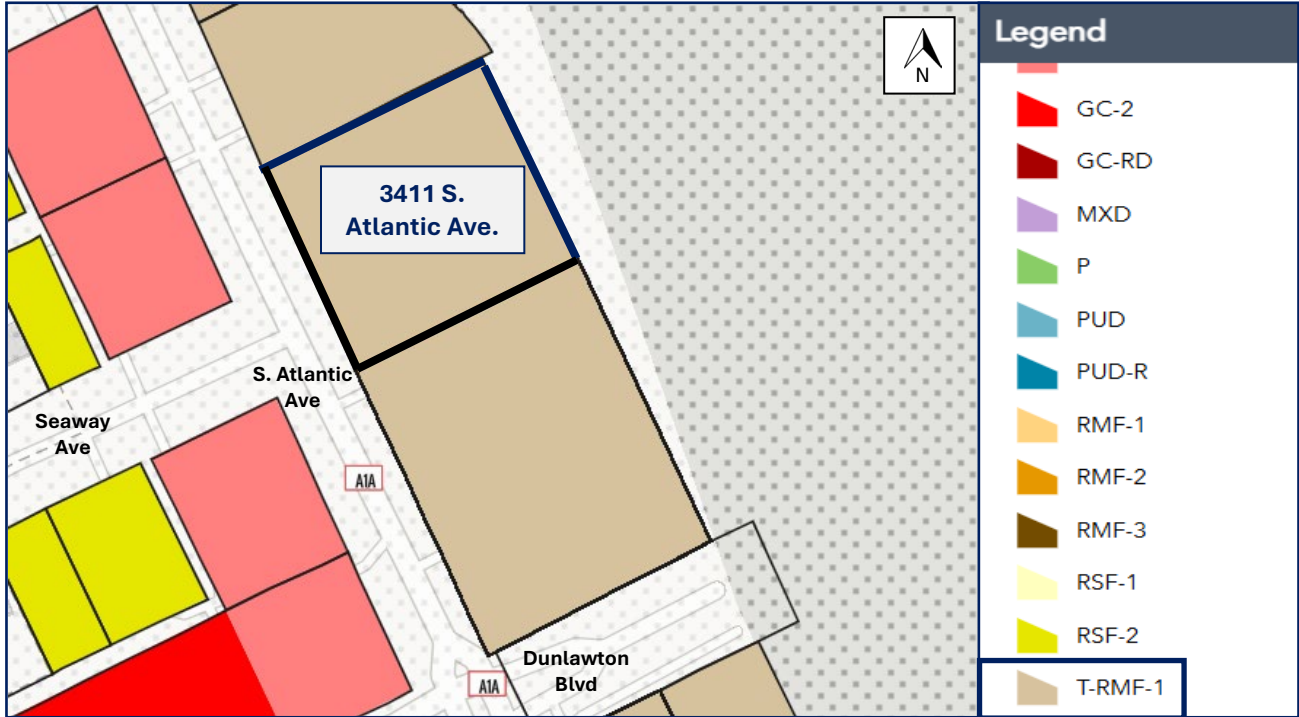
PLANNING & ZONING BOARD:

Recommendation pending.

E. STAFF RECOMMENDATION

Staff recommends approval of the *3411 South Atlantic Avenue, A Condominium Regular Site Plan RSP-A26-0008* as presented, with the conditions identified in **Exhibit G**.

EXHIBIT A - Zoning Map - 3411 S. Atlantic Avenue



Source: Volusia County, ArcGIS 2024

EXHIBIT B - Site Location Map - 3411 S. Atlantic Avenue



Source: Volusia County, ArcGIS 2024

EXHIBIT C - Trip Generation Summary

THE PERFORMANCE GROUP



3411 S ATLANTIC AVE, A CONDOMINIUM

3411 S Atlantic Avenue
Daytona Beach Shores, Florida

TRIP GENERATION SUMMARY

The proposed buildings will contain 86 residential condominium dwelling units and a mixed use element with 5900sf of dining and 3878sf of passive recreation. The ITE Manual, 11th Edition, identifies the condominium as a High Rise Residential Use (ITE Land Use 231). The restaurant is considered a High Turnover Restaurant Use (ITE Land Use 932). The passive recreation element is not considered in the trip generation calculation as it is an accessory to the restaurant use. ITE considers residents, patrons and customary staff in trip generation rates.

TRIP GENERATION - TOTAL TRIPS

	Weekday AM Peak Hour			Weekend PM Peak Hour			Daily (2 way)
	In	Out	Total	In	Out	Total	Total
High Rise Residential ITE LUC 231 (86 Dwelling Units)	24%	76%	29	63%	37%	33	361
	Weekday AM Peak Hour			Weekend PM Peak Hour			Daily (2 way)
	In	Out	Total	In	Out	Total	Total
High Rise Residential High-Turnover Restaurant ITE LUC 932 (Total 5900 sf)	55%	45%	56	61%	39%	53	632
TOTAL			85 trips			86 trips	993 trips

CIVIL ENGINEERING
PLANNING
DEVELOPMENT

100 Marina Point Drive • Daytona Beach, Florida 32114
Phone: (386) 239-7120 • E Mail: tpgdaytona@aol.com

EXHIBIT D - Public Facilities Concurrency Findings (Page 1 of 2)

PART A

Table 1: Concurrency/Capacity Analysis (Theoretical Max.)

Development Variable	Current Use	Proposed Use	System Impact	Capacity Available
Residential Units	N/A	86	N/A	
Population	N/A	172	N/A	
Proposed Daily Trip Generation ¹	N/A	993	No adverse Impact	Yes
Sanitary Sewer (gallons/day) ²	N/A	21,500	Adequate capacity	Yes
Solid Waste (lbs./day) ³	N/A	1,720	Adequate capacity	Yes
Stormwater Drainage ⁴	N/A	On-site retention	No adverse impact	Yes
Potable Water (gallons/day) ⁵	N/A	6,600	Pending	Pending
Recreation ⁶	N/A	Varies	Adequate capacity	Yes
Public School Student(s) ⁷	N/A	12	Adequate capacity	Yes

Notes:

1. Transportation: Trip Generation Analysis by Joseph H. Hopkins, P.E., The Performance Group
2. Sanitary Sewer: 250 gallons per dwelling unit per day (LDC, Section 3-3.2.)
3. Solid Waste: 10 pounds per capita per day (LDC, Section 3-3.3.)
4. Stormwater Drainage: Stormwater Report created by Joseph H. Hopkins, P.E., The Performance Group
5. Potable Water: 110 gallons per capita per day (LDC, Section 3-3.5.)
6. Recreation: Varies by activity (LDC, Section 3-3.6.)
7. Public School Students: Concurrency determination by James Roberts, Technician, Volusia County Schools

PART B: FINDINGS OF CONCURRENCY

Per Part A above, the City finds the following:

1. For reported results, **which exclude Potable Water availability**, the existing public facilities have the ability to accommodate the proposed development at the adopted level-of-service standards.
2. **Evidence of potable water availability for the project is required to be demonstrated prior to construction beginning.** No known public facility deficiency is required to be corrected prior to the completion of the proposed development.

EXHIBIT D - Public Facilities Concurrency Findings (Page 2 of 2)



City of Daytona Beach Shores
Community Services Department
Telephone (386) 763-5377
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Fax (386) 763-5370

MEMORANDUM

DATE: May 12, 2026
TO: Gwyn Herstein, City Planner
CC: Steve Edmunds, Building Official
FROM: Stewart Cruz, AICP, Community Services Director
SUBJECT: Concurrency Review & *Conditional Certification* – RSP A25-0008
Aston Martin – Valor RMF Condominium
3411 S. Atlantic Avenue, Daytona Beach Shores, FL 32118

This memo is to certify that the above referenced project *conditionally* meets the concurrency requirements of the Daytona Beach Shores adopted Land Development Code and Concurrency Management System.

Per chapters 4 and 5 of the Daytona Beach Shores Comprehensive Plan (2045 Update) and Chapter 3 of the Daytona Beach Shores Land Development Code, Concurrency Review and Certification relate to the following services:

- Roads/Traffic Circulation: *Approved*
- Sanitary Sewer: *Approved*
- Solid Waste: *Approved*
- Stormwater Drainage: *Approved*
- Potable Water: *Pending*
- Recreation and Open Space: *Approved*
- Public School Facilities: *Approved*

Due to the *conditional approval*, per controlling law, **construction cannot start on site until (1) the potable water agency provides satisfactory evidence of adequate potable water availability for the project and (2) a new concurrency certification is issued, without conditions.**

EXHIBIT E - Landscape/Irrigation Review Checklist – May 12, 2026 (1 Page)

LANDSCAPING AND IRRIGATION REVIEW

Date: **May 12, 2026**

Name of Project: **3411 South Atlantic Avenue, A Condominium**
 Project Number: **RSP-A25-0008**
 Address & Parcel #: **3411 S. Atlantic Avenue & 5335-03-01-0130**
 Owner's Name: **Daytona Valor Capital LLC**
 Applicant: **Joseph H. Hopkins, P.E. of The Performance Group**

	Status	Date
Drawings Show Site Location & North Arrow:	OK	11-20-25
Lot Size: 45,844 sq ft	N/A	11-20-25
Land Area: 1.05 acre	N/A	11-20-25
Green Area – Min Req 20% , Shown 21.2%	OK	11-20-25
Trees – Min # Req: 18 , # Shown: 39	OK	11-20-25
Tree Mixture Req: 2 , # Shown: 5	OK	11-20-25
Specimen Trees – No: X Yes <input type="checkbox"/> Protected <input type="checkbox"/>	OK	11-20-25
Drawings Meet/Exceed City's Tree Ordinance	OK	11-20-25
Parking Area Landscaping		
Min Req: N/A , Shown: N/A	N/A	11-20-25
Terminal/Interior Islands: N/A	N/A	11-20-25
Lot Perimeter Landscaping: Meets D.A. Reqs	OK	11-20-25
Plants – Salt Tolerance Rating		
High: 95% Moderate: 5% Slight: 0	OK	11-20-25
Provisions For Irrigation	OK	11-20-25

Remarks: D.A. Landscape buffer: North – 1 ft, West – 5 ft., South – 5 ft

LANDSCAPING/IRRIGATION PLAN REVIEWED BY:

Gwyn Herstein
 Gwyn Herstein, City Planner

5-12-26
 Date

LANDSCAPING/IRRIGATION PLAN APPROVED BY PLANNING & ZONING BOARD:

With Modifications Indicated: _____ Without Modifications: _____

 Print Name: _____

 Date

EXHIBIT F - Development Review Checklist – May 12, 2026 (Page 1 of 2)



SITE DEVELOPMENT PLAN REVIEW

Date: **May 10, 2026** DBS Planning & Zoning Board Meeting: **May 15, 2026**

Name Of Project: **3411 South Atlantic Avenue, A Condominium**
 Project Number: **RSP-A25-0008**
 Address & Parcel #: **3411 S. Atlantic Avenue & 5335-03-01-0130**
 Owner Name: **Daytona Valor Capital LLC**
 Applicant: **Joseph H. Hopkins, P.E. with The Performance Group**

	Status	Date
Statement of Ownership & Control:	OK	11-20-25
Proposed Address: 3411 S. Atlantic Ave.	OK	11-20-25
Zoning Classification: T-RMF-1	OK	11-20-25
Future Land Use Classification: High Intensity Use	OK	11-20-25
Use – Existing: N/A Proposed: Multi-Family Res.	OK	11-20-25
Lot Size and Area: 45,844 sq ft and 1.05 acres	OK	11-20-25
Min. Width: 200 ft Shown: 200 ft	OK	11-20-25
Min. Sq. Ft: N/A Shown: N/A	N/A	
Density – Based on Usable Land (59,237 ac to MHWL)	OK	11-20-25
Units Per Acre Allowed: 60 Shown: 60	OK	11-20-25
Max # Units: 86 # Units Shown: 86	OK	11-20-25
Setbacks – Direction		
Front (west) Required: 30 ft Shown: 31.1 ft	OK	11-20-25
Side (north) Required: 15 ft Shown: 15 ft	OK	11-20-25
Rear (east) Required: 50 ft Shown: 50.6 ft	OK	11-20-25
Side (south) Required: 20 ft Shown: 20 ft	OK	11-20-25
Building Height – Max: 16+2(M) fl Shown: 16+2(M) fl	OK	11-20-25
Building Width – Max: 166 ft Shown: 163 ft	OK	11-20-25
Breezeway – Min: N/A	N/A	
Landscaping and Irrigation Plan (see attached)	OK	11-20-25
Sidewalks Provided:	OK	11-20-25
Balcony Overhangs: Max E: 3.5 ft Shown: 2.75 ft	OK	11-20-25
Balcony Overhangs: Max N: 3.5 ft Shown: 2.66 ft	OK	11-20-25
Parking Spaces – Required: 133 Shown: 161	OK	5-4-26
Parking Stalls – meet minimum dimensions?	OK	5-4-26
Handicap Parking / ADA Access:	OK	5-4-26
Curb Cuts – Allowed: 2 Shown: 2	OK	11-20-25
Visual Obstructions? (corner lots only)	N/A	
Driveway Ramps – Slope Allowed: 18% Shown: Max 15%	OK	5-4-26
Profile of Garage Ramp with Degree of Slope Shown	OK	5-4-26
Off Street Loading Spaces – Required: 1 Shown: 1	OK	11-20-25
Off Street Dumpster Loading	OK	12-30-25

Elevations	OK	12-30-25
Fences, Walls and Hedges	OK	11-20-25
Accessory Structures	OK	11-20-25
Location of Utilities	OK	1-20-26
Location of Proposed Signs	OK	12-30-25
Location of Easements	OK	11-20-25
Boundary Changes	N/A	
Nonconformities formed on adjacent properties?	N/A	
Sea Turtle Lighting Requirement Letter Received	OK	11-20-25
Beaches and Dunes Requirement Letter Received	N/A	
Special Flood Hazard Area	Pending	
Location of Construction Parking for Duration of Project	OK	11-20-25
Utility Easement Identified on Plan	TBD	5-4-26
Utility Easement Document Received	N/A	11-20-25
Requisite Permit Applications Received	OK	11-20-25
Reviewed and Approved by Fire Division	OK	12-4-25
Potable Water Availability Letter Received	Pending*	
Sewer Capacity Letter Received	OK	5-12-26
Stormwater Maintenance Agreement Received	OK	12-4-25
Stormwater Pollution Prevention BMP	OK	11-20-25
Beach and Dune Assessment Report Received	N/A	
Sewer Availability Confirmed by Concurrency Manager	OK	5-12-26
Solid Waste Removal Letter Received	OK	5-12-26
Stormwater Drawings Approved	OK	4-8-26
School Concurrency	OK	5-4-26
Transportation Impact Analysis/Study Submitted	OK	12-4-25
De Minimis Impacts Recorded	OK	5-12-26
Transportation Improvements Needed (PFShare)?	N/A	5-12-26
Concurrency Certification Received	Pending*	
Recommended for Approval by Planning and Zoning Board*		

REMARKS: Site Plan was reviewed for consistency with the City's Land Development Code and the applicable Serena by the Shores Development Agreement recorded 4-24-24.

*See Condition Letter – Exhibit G

SITE DEVELOPMENT PLAN REVIEWED BY:

Gwyn Herstein 5-13-26
Gwyn Herstein, City Planner Date

SITE DEVELOPMENT PLAN APPROVED BY PLANNING & ZONING BOARD:

With Modifications Indicated: _____ Without Modifications: _____

Board Chair Rick DeLange Date

EXHIBIT G – Condition Letter

EXHIBIT G: CONDITIONS FOR APPROVAL OF REGULAR SITE PLAN RSP-A25-0008

Date: May 12, 2026

Name Of Project: 3411 South Atlantic Avenue, A Condominium
Project Number: RSP-A25-0008
Address / Parcel #: 3411 S. Atlantic Avenue, Daytona Beach Shores, FL / 5335-03-01-0130
Owner's Name: Daytona Valor Capital LLC
Applicant: Joseph H. Hopkins with The Performance Group

Status: **Conditions listed below shall be met prior to construction.**

1. **Condition #1:** Per Chapter 3 of the Land Development Code of the City of Daytona Beach Shores, written confirmation from the City of Port Orange that the Port Orange Potable Water System and Services have sufficient capacity at or above the adopted level-of-service (LOS) to accommodate the impacts of this development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
2. **Condition #2:** Per Chapter 3 of the Land Development Code of the City of Daytona Beach Shores, Concurrency Certification without conditions is required.
3. **Condition #3:** Per Sec. 14-38(2) of the Land Development Code of the City of Daytona Beach Shores, written FEMA approval for construction on site shall be provided to the City prior to construction commencement. In lieu of the aforementioned, construction may commence on site provided development within the that portion of the property, identified as being in the Special Flood Hazard Area, is demonstrated to be consistent with controlling law.

Page 1 of 1

EXHIBIT H - Evidence of Public Notice Requirements Met (1 of 4 Pages)

**AFFIDAVIT OF COMPLIANCE WITH THE PUBLIC NOTICE
REQUIREMENTS OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA**

I, the undersigned, hereby certify that I have complied with the due public notice requirements for property that is the subject of an application and public hearing pursuant to the City of Daytona Beach Shores Code of Ordinances. A legal advertisement of the type and size required by the Daytona Beach Shores Code of Ordinances was placed in the Daytona News-Journal on May 4, 2026. A proof of publication affidavit is attached. The subject property was also posted with a placard on May 4, 2026

Hearing Date: May 15, 2026
Printed Name: Jeanette G. Hopkins
Address: 100 Marina Point Dr.
Daytona Beach, FL 32114

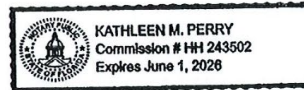
Signature: Jeanette G. Hopkins

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12TH MAY 2026, by JEANETTE G. HOPKINS, who is personally known to me or who has produced as identification.

Kathleen M. Perry
Signature

Printed or Typed Name KATHLEEN M. PERRY
Commission # HH243502
My Commission Expires JUNE 1, 2026



2990 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

EXHIBIT H - Evidence of Public Notice Requirements Met (2 of 4 Pages)

PUBLIC NOTICE

The City of Daytona Beach Shores will conduct Public Hearings to consider approval of the site plan for the **3411 SOUTH ATLANTIC AVENUE, A CONDOMINIUM, AN 86 UNIT CONDOMINIUM LOCATED AT 3411 SOUTH ATLANTIC AVENUE**, Daytona Beach Shores, Florida.

The Public Hearing will be held at the City of Daytona Beach Shores Commission Chambers in the Community Center located at 3000 Bellemead Drive, Daytona Beach Shores, Florida. The hearings are scheduled as follows:

Planning and Zoning Board Hearing
May 15, 2026 10:00 am

City Commission Hearing
June 2, 2026 6:00 pm

The application is available for public inspection at the City of Daytona Beach Shores, Community Services Department, Division of Building and Codes, 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida. All interested parties are invited to appear at this public hearing and submit oral or written objections or comments.

The Public Hearing may be continued to one or more dates. The dates, times and places of any continuation of the Public Hearing will be announced at the Public Hearing and no further notice regarding said continuation is required to be published.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than five days prior to the hearing.

May 4 2026
LDTB0507292

EXHIBIT H - Evidence of Public Notice Requirements Met (3 of 4 Pages)

USA TODAY CO.

*** LocaliQ**

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

The Performance Group Inc.
100 Marina Point Dr.
Daytona Beach FL 32114

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

DTB Daytona Beach News-Journal 05/04/2026
DTB news-journalonline.com 05/04/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/04/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$250.60	
Tax Amount:	\$0.00	
Payment Cost:	\$250.60	
Order No:	12282408	# of Copies:
Customer No:	1597060	0
PO #:	LDTB0507292	

THIS IS NOT AN INVOICE!
Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

Page 1 of 2

EXHIBIT H - Evidence of Public Notice Requirements Met (4 of 4 Pages)



Exhibit I

Application & Supporting Documents



City of Daytona Beach Shores
 Building & Codes Division
 Department of Community Services
 Telephone: (386) 763-5377
 Fax (386) 763-5370

SPR#:	_____
FEE	_____
Amt:	_____
Reviewed By:	_____
Date:	_____

SITE PLAN REVIEW APPLICATION

Project Name: 3411 South Atlantic Avenue, a Condominium

Project Location (Address): 3411 S. Atlantic Avenue

Parcel #/ #'s: 5335-03-01-0310

Property Owner's Name: Daytona Valor Capital, LLC
 (If Applicant is not owner, attach authorization affidavit)

Applicant/Developer Name: Joseph H. Hopkins, P.E. / The Performance Group

Mailing Address: 100 Marina Point Dr., Daytona Beach, FL 32114

Phone: 386-239-7166 Fax: _____

Project Coordinator: Joseph H. Hopkins, P.E.

Mailing Address: 100 Marina Point Dr., Daytona Beach, FL 32114

Phone: 386-239-7166 Fax: _____

APPLICATION TYPE:

- Conceptual Plan Review
- Administrative Site Plan Review (Projects must be 5000 sq. ft. GFA or Less)
- Regular Site Plan Review (Projects must be greater than 5000 sq. ft. GFA)
- Follow up review of previously submitted site plan/ and or amendments to site plan
- Site Plan Extension

Proposed Use: Residential / Condominium

Property Size (Acres & Square Footage): 1.05 ac. to seawall / 59,237.32 sf

Proposed GFA (Gross Floor Area) of project: 375,422 sf

Submitted By: Joseph H. Hopkins, P.E. Date: 11.14.25

No applications, drawings, etc. will be accepted until all application fees are paid.



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3463595 **Parcel ID: 533503010310**
DAYTONA VALOR CAPITAL LLC 3411 S ATLANTIC AVE, DAYTONA BEACH SHORES, FL

Parcel Summary

Alternate Key: 3463595
Parcel ID: 533503010310
Township-Range-Section: 15 - 33 - 35
Subdivision-Block-Lot: 03 - 01 - 0310
Owner(s): DAYTONA VALOR CAPITAL LLC - FS - Fee Simple - 100%
Mailing Address On File: 400 CLEVELAND ST
CLEARWATER FL 33755 4003
Physical Address: 3411 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118
Property Use: 1000 - VACANT COMM
Tax District: 403-DAYTONA BEACH SHORES
2024 Final Millage Rate: 16.5683
Neighborhood: 7386
Subdivision Name:
Homestead Property: No



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

DAYTONA VALOR CAPITAL LLC

Filing Information

Document Number	L22000422728
FEI/EIN Number	88-4136862
Date Filed	09/29/2022
Effective Date	09/29/2022
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT AND NAME CHANGE
Event Date Filed	12/12/2024
Event Effective Date	NONE

Principal Address

400 CLEVELAND ST
CLEARWATER, FL 33755

Mailing Address

400 CLEVELAND ST
CLEARWATER, FL 33755

Registered Agent Name & Address

SILVER, LANCE
400 CLEVELAND ST
CLEARWATER, FL 33755

Name Changed: 12/12/2024

Address Changed: 12/12/2024

Authorized Person(s) Detail

Name & Address

Title MGR

VC MANAGEMENT FLORIDA LLC
400 CLEVELAND ST
CLEARWATER, FL 33755

Annual Reports

Report Year	Filed Date
2023	04/13/2023
2024	04/25/2024
2025	04/29/2025

Document Images

04/29/2025 -- ANNUAL REPORT	View image in PDF format
12/12/2024 -- LC Amendment and Name Change	View image in PDF format
04/25/2024 -- ANNUAL REPORT	View image in PDF format
04/13/2023 -- ANNUAL REPORT	View image in PDF format
09/29/2022 -- Florida Limited Liability	View image in PDF format



**City of Daytona Beach Shores
PLANNING DIVISION
COMMUNITY SERVICES DEPARTMENT
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118**

Phone: (386) 763-5376 Email: gherstein@cityofdbso.org


AFFIDAVIT OF ACCURACY & COMPLETENESS

Applicant's Affirmation: By signing below, I hereby state that all information contained in the application described below and all documentation submitted herewith for the property located at 3411 S. Atlantic Ave. and having Volusia County Parcel ID number 5335-03-01-0310 is true and accurate to the best of my knowledge and belief. I understand the requirements relating to the specific development approval(s), that I am applying for and I understand the process for the application that I am submitting as outlined in the City's *Code of Ordinances* and the *Planning/Zoning Development Application Instructions*. I acknowledge that neither approval nor denial of this application relieves me, my assigns, or the property owner from the requirements of the *Florida Building Code*, the *National Fire Prevention Act*, or any other regulation related to the proposed development contained in the described application(s).

I, Joseph H. Hopkins, P.E., for the property described above in the capacity of
 ___ owner,

or
 non-owner applicant, (provide current phone & email): 386-239-7166 / Tpgdaytona@aol.com

make application to the City of Daytona Beach Shores for the following development type and description site plan application for a 86 unit residential condominium with structured parking and related amenities.

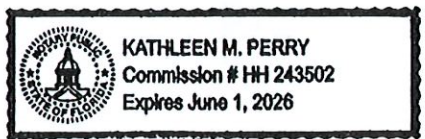
APPLICANT'S SIGNATURE:  Date: 11/18/25

STATE OF FLORIDA

COUNTY OF VOLUSIA

Sworn to and subscribed before me in person ___ or by on-line notarization this 18TH day of NOVEMBER 2025, by JOSEPH H. HOPKINS who is personally known to me or has produced _____.

Notary Public: Kath M. Perry My Commission Expires: JUNE 1, 2026





**City of Daytona Beach Shores
PLANNING DIVISION
COMMUNITY SERVICES DEPARTMENT
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Phone: (386) 763-5376 Email: gherstein@cityofdbso.org**

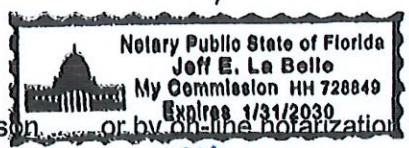
AFFIDAVIT OF RESPONSIBILITY & AUTHORIZATION

Property Owner's Affirmation: By signing below, I hereby grant authority to make specific application as described below for the property located at 3411 S. Atlantic Ave. and having Volusia County Parcel ID number 5335-03-01-0130. I understand the requirements relating to the specific development approval(s) being applied for, as described below, and I understand the process for the application being submitted as outlined in the City's Code of Ordinances and the Planning/Zoning Development Application Instructions. I acknowledge that neither approval nor denial of this application relieves me or my assigns from the requirements of the Florida Building Code, the National Fire Prevention Act, or any other regulation related to the proposed development contained in the described application(s).

I, Lance Silver, owner of the property described above in the capacity of direct owner
 exec. officer of the owning entity named Daytona Valor Capital LLC
 partner of the owning partnership named _____
 hereby authorize Joseph H. Hopkins, P.E.
 to make application to the City of Daytona Beach Shores for the following development type and description site plan application for a 86 unit residential condominium with structured parking and related amenities.

PROPERTY OWNER'S SIGNATURE: [Signature] - General Counsel & Manager of Daytona Valor Capital LLC Date: 11/14/25

STATE OF Florida
 COUNTY OF Pinellas



Sworn to and subscribed before me in person, or by on-line notarization this 14th day of November 2025, by Lance Silver who is personally known to me or has produced Personally known.

Notary Public: [Signature] My Commission Expires: 1/31/2030

Please note: One affidavit must be completed by each direct property owner or partner. Executive officers may submit one form. Please attach the current Division of Corporations pages identifying the officers or partners of the owning entity for all properties not under direct ownership.

Exhibit J

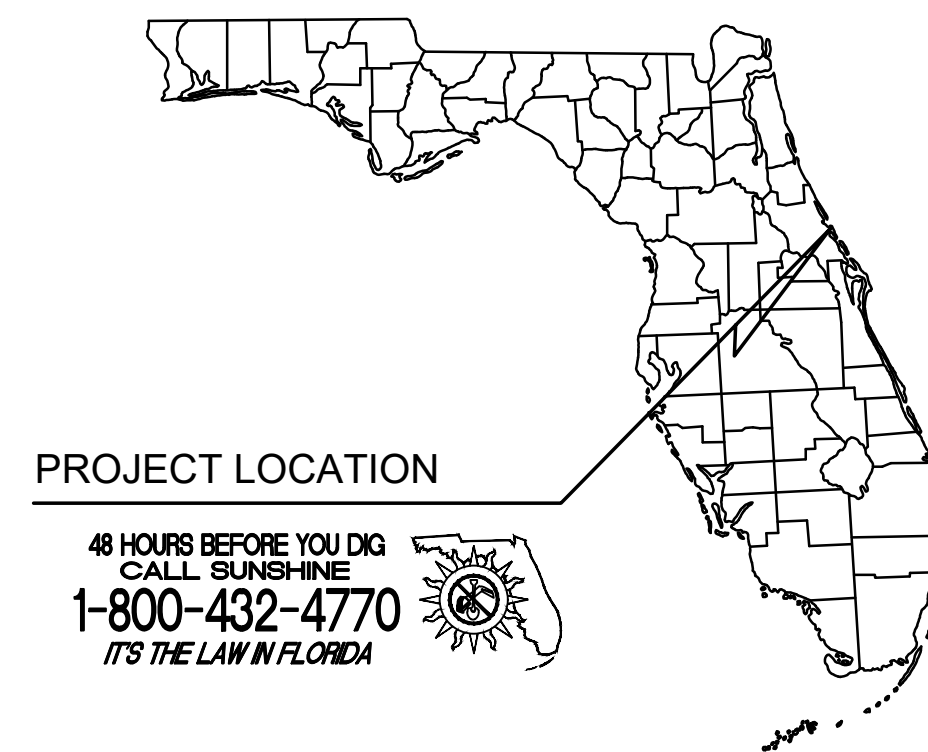
Civil Plans

ENGINEERING PLANS FOR 3411 S. ATLANTIC AVE, A CONDOMINIUM

3411 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA
NOVEMBER, 2025

INDEX OF SHEETS

CITY OF DAYTONA BEACH SHORES
VOLUSIA COUNTY, FLORIDA



- | | | | |
|-----|--|---------|--|
| C1 | COVER | G00 | ARCHITECTURAL COLORED RENDERINGS |
| C2 | GENERAL NOTES | A10-1 | OVERALL PARKING PLAN BASEMENT |
| C3 | EXISTING CONDITIONS PLAN | A10-2 | OVERALL GROUND FLOOR |
| C4 | DEMOLITION PLAN | A10-3 | OVERALL PARKING PLAN L+2 |
| C5 | OVERALL DEVELOPMENT PLAN | A10-4 | OVERALL PARKING PLAN L+3 |
| C6 | BASEMENT DIMENSION & DRAINAGE PLAN | A10-4a | OVERALL PARKING PLAN ML |
| C7 | GROUND FLOOR DIMENSION PLAN | A10-5 | OVERALL AMENITIES PLAN L+3 |
| C8 | UTILITY PLAN | A10-6 | OVERALL TYPICAL FLOOR L+4 TO L+16 |
| C9 | PAVING, GRADING & DRAINAGE PLAN | A10-7 | OVERALL PENTHOUSE PLAN L+17 TO L+18 |
| C10 | FOUNDATION PLAN | A20-1 | BUILDING ELEVATIONS NORTHWEST & EAST ELEVATION |
| C11 | FOUNDATION DETAILS | A20-2 | BUILDING ELEVATIONS SOUTHEAST & WEST ELEVATION |
| C12 | CROSS SECTIONS | EL-10-1 | SITE LIGHTING - GROUND FLOOR |
| C13 | RIGHT-OF-WAY PAVING & DRAINAGE PLAN | EL-10-5 | BUILDING LIGHTING - LEVEL 5 |
| C14 | MAINTENANCE OF TRAFFIC PLAN | EL-20-1 | BUILDING LIGHTING - N. ELEV. |
| C15 | CONSTRUCTION DETAILS | EL-20-2 | BUILDING LIGHTING - S. ELEV. |
| C16 | CONSTRUCTION DETAILS | EL-20-3 | BUILDING LIGHTING - E. ELEV. |
| C17 | BEACH ACCESS DETAILS | EL-20-4 | BUILDING LIGHTING - W. ELEV. |
| L-1 | LANDSCAPE PLANTING PLAN, LIST, DETAILS, NOTES AND SPECIFICATIONS | S1 | TIDAL WATER SURVEY |
| I-1 | LANDSCAPE IRRIGATION PLAN | S2 | TIDAL WATER SURVEY |
| I-2 | LANDSCAPE IRRIGATION LIST, DETAILS, NOTES AND SPECIFICATIONS | | |

LEGAL DESCRIPTION:

ALL OF LOTS 31 AND 32 OF BLOCK A, AND A PORTION OF THE VACATED FIRST AVENUE, VAN VALZAH SUBDIVISION RECORDED IN MAP BOOK 4, PAGE 130, AND RERECORDED IN MAP BOOK 15, PAGE 64 AS A "TRUE COPY", OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTH WEST CORNER OF LOT 32 BLOCK A, VAN VALZAH SUBDIVISION, RERECORDED IN MAP BOOK 15, PAGE 64. SAID CORNER ALSO LIES ON THE NORTHERLY LINE OF NOW VACATED FIRST AVENUE. SAID VAN VALZAH SUBDIVISION; THENCE N25°40'10"W, ALONG THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, ALSO KNOWN AS STATE ROAD A1-A, BEING AN 80.00 FOOT RIGHT OF WAY ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 7953-(150) 250, A DISTANCE OF 100.00 FEET TO THE NORTH LINE OF LOT 31, BLOCK A; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 31, BLOCK A, N64°00'33"E, A DISTANCE OF 297.54 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE; THENCE SOUTHERLY ALONG THE MEAN HIGH WATER LINE TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID FIRST AVENUE, SAID RIGHT OF WAY LIES 200.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTH LINE OF LOT 31; THENCE S64°18'23"W, A DISTANCE OF 290.31 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF SAID SOUTH ATLANTIC AVENUE; THENCE N25°40'10"W, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.36 ACRES MORE OR LESS.

PROJECT DESCRIPTION:

THE SCOPE OF THE PROJECT IS TO DEVELOP AN 16 STORY, 86 UNIT RESIDENTIAL CONDOMINIUM WITH GARAGE PARKING AND AMENITIES.

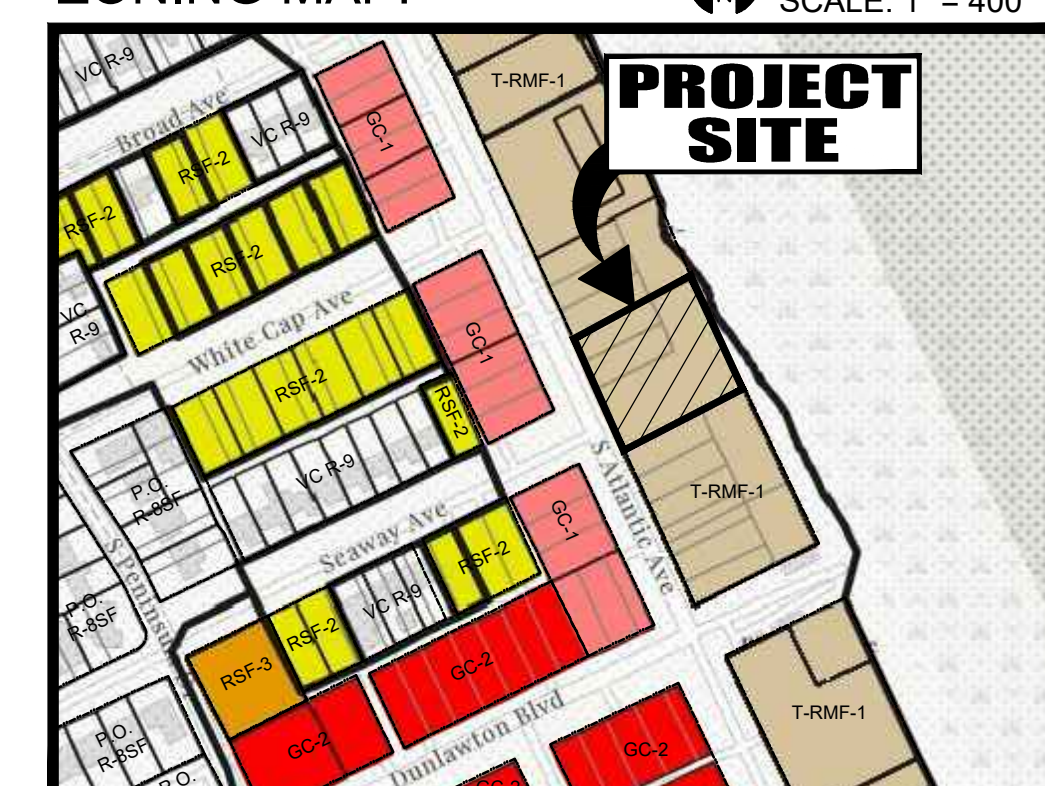
CCCL & RANGE MARKERS: SCALE: NONE



VICINITY MAP: SCALE: 1" = 400'



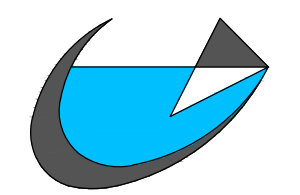
ZONING MAP: SCALE: 1" = 400'



FEMA MAP: SCALE: 1" = 500'



THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

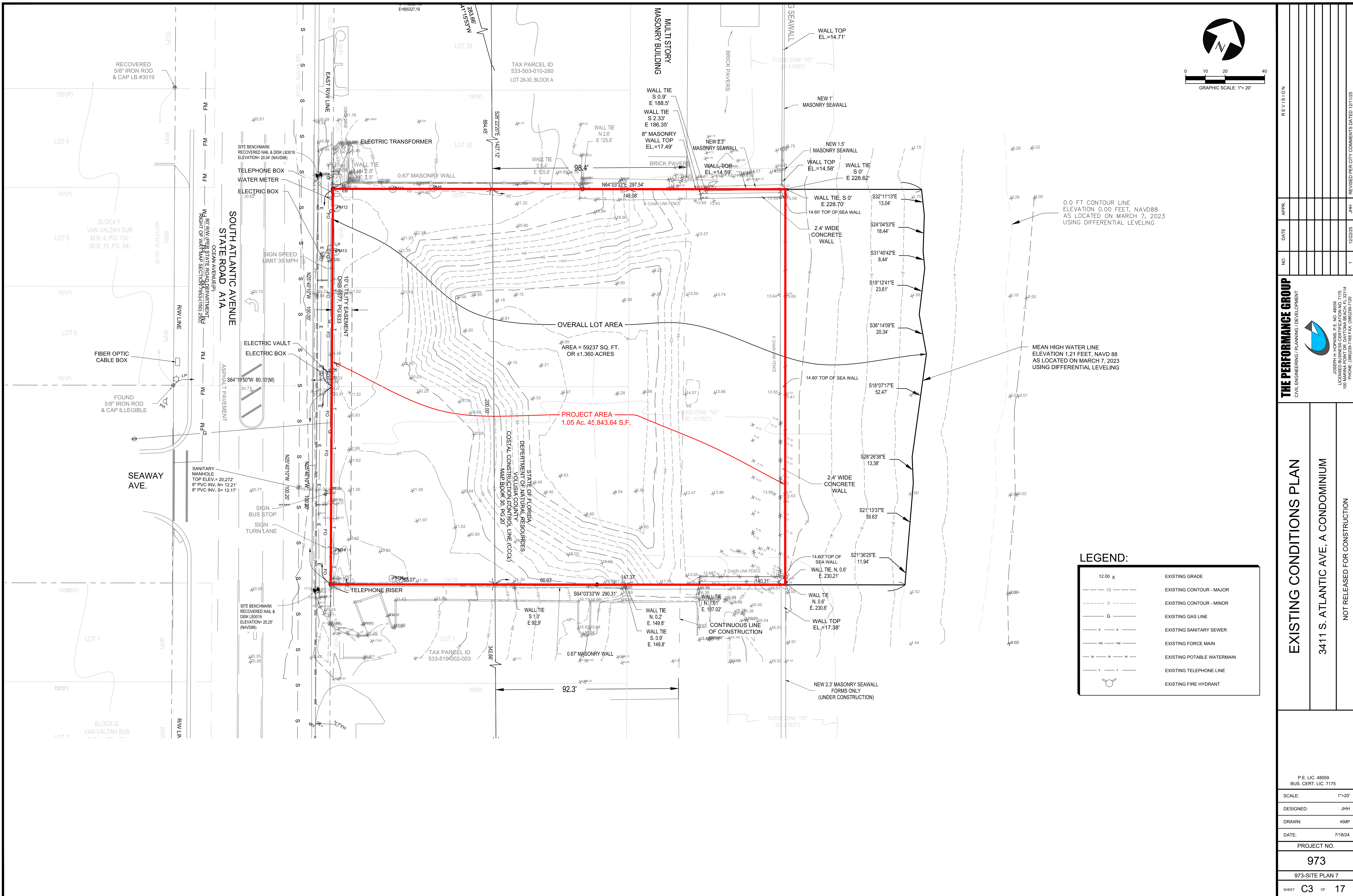


100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
PHONE: (386)239-7166 FAX: (386)239-7120

3411 S. ATLANTIC AVE #973

NO.	DATE	PLAN REVISION	APPROVED
1	12/22/25	REVISED PER CITY COMMENTS DATED 12/11/25	JHH

P.E. LIC. 48059
BUS. CERT. LIC. 7175



THE PERFORMANCE GROUP
 CIVIL ENGINEERING / PLANNING / DEVELOPMENT

JOSEPH H. HOPKINS, P.E. NO. 48059
 LICENSED BUSINESS CERTIFICATION NO. 7175
 PHONE: (385) 258-1061 FAX: (385) 257-1201

EXISTING CONDITIONS PLAN

3411 S. ATLANTIC AVE. A CONDOMINIUM

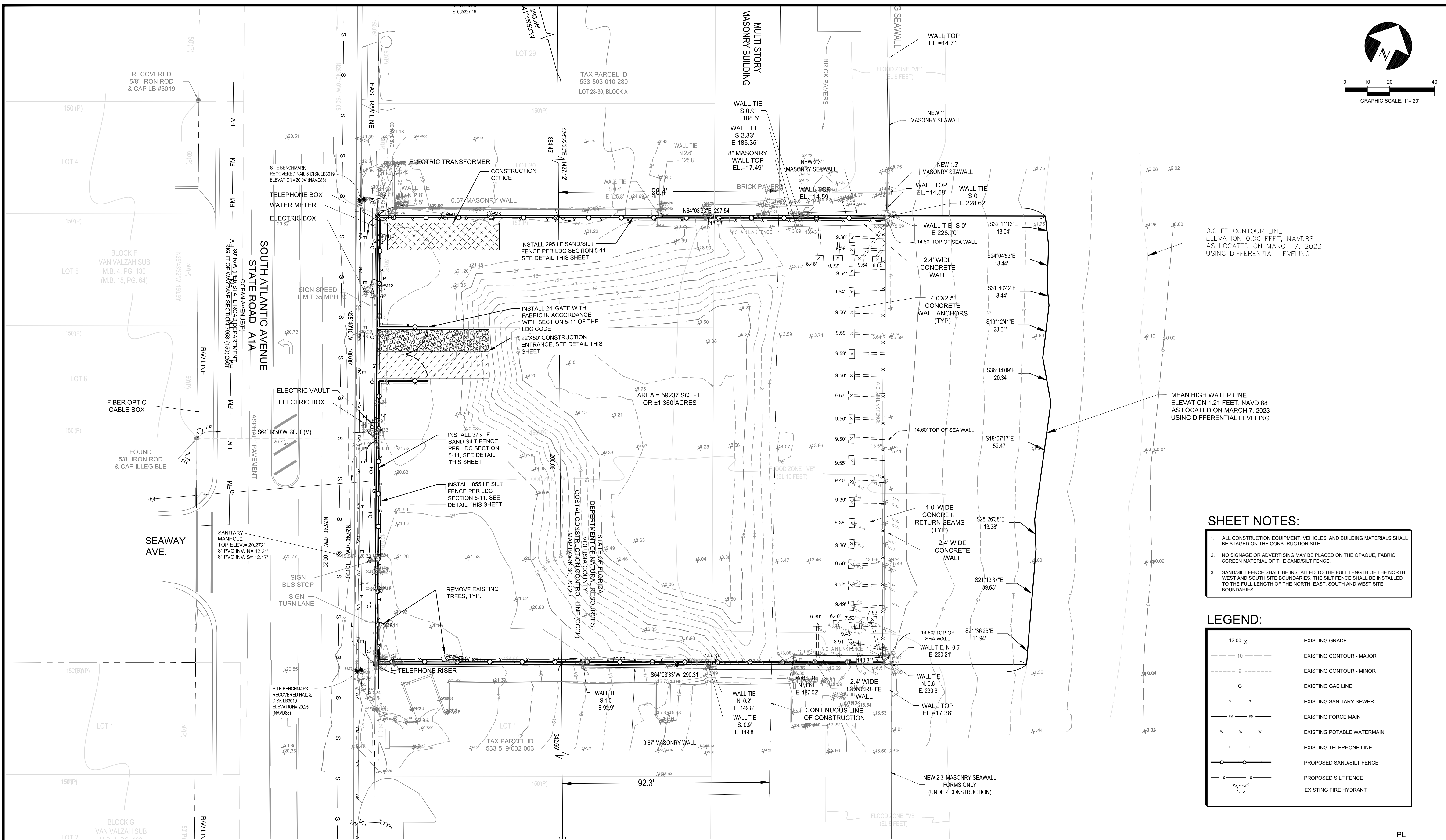
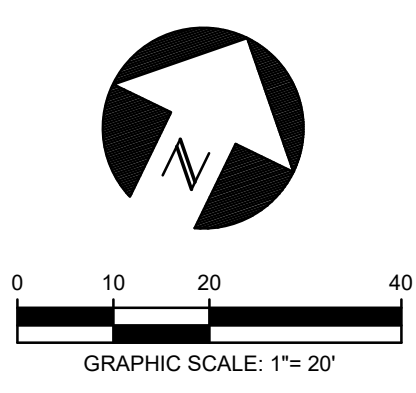
NOT RELEASED FOR CONSTRUCTION

P.E. LIC. 48059 BUS. CERT. LIC. 7175
SCALE: 1"=20'
DESIGNED: JHH
DRAWN: KMP
DATE: 7/18/24
PROJECT NO.
973
973-SITE PLAN 7
SHEET C3 OF 17

NO.	DATE	APPR.	REVISION
1	12/22/23	JHH	REVISED PER CITY COMMENTS DATED 12/11/23

LEGEND:

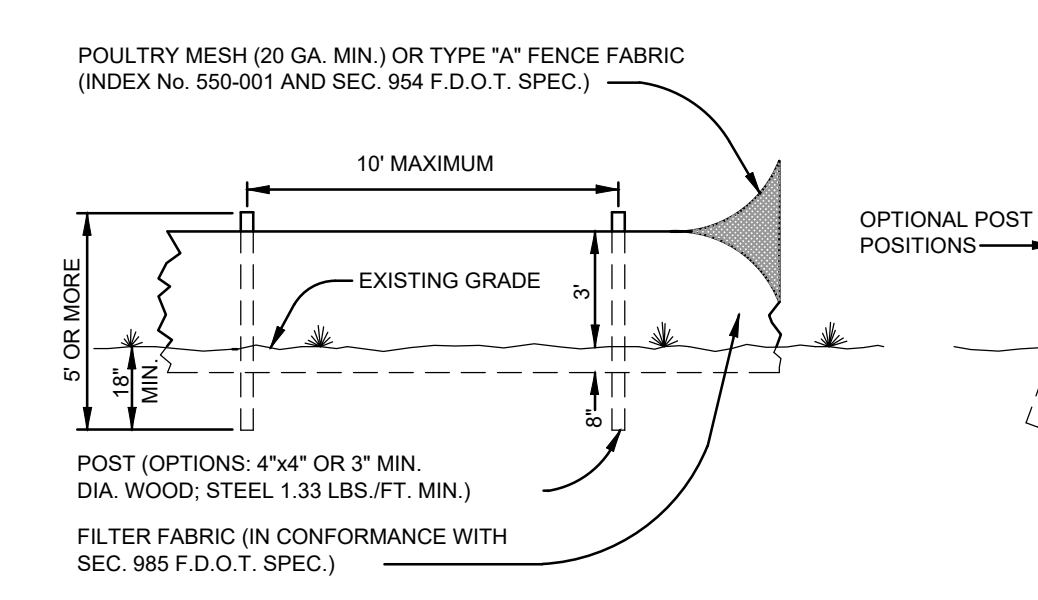
12.00 X	EXISTING GRADE
10	EXISTING CONTOUR - MAJOR
9	EXISTING CONTOUR - MINOR
G	EXISTING GAS LINE
S	EXISTING SANITARY SEWER
FM	EXISTING FORCE MAIN
W	EXISTING POTABLE WATERMAIN
T	EXISTING TELEPHONE LINE
⊕	EXISTING FIRE HYDRANT



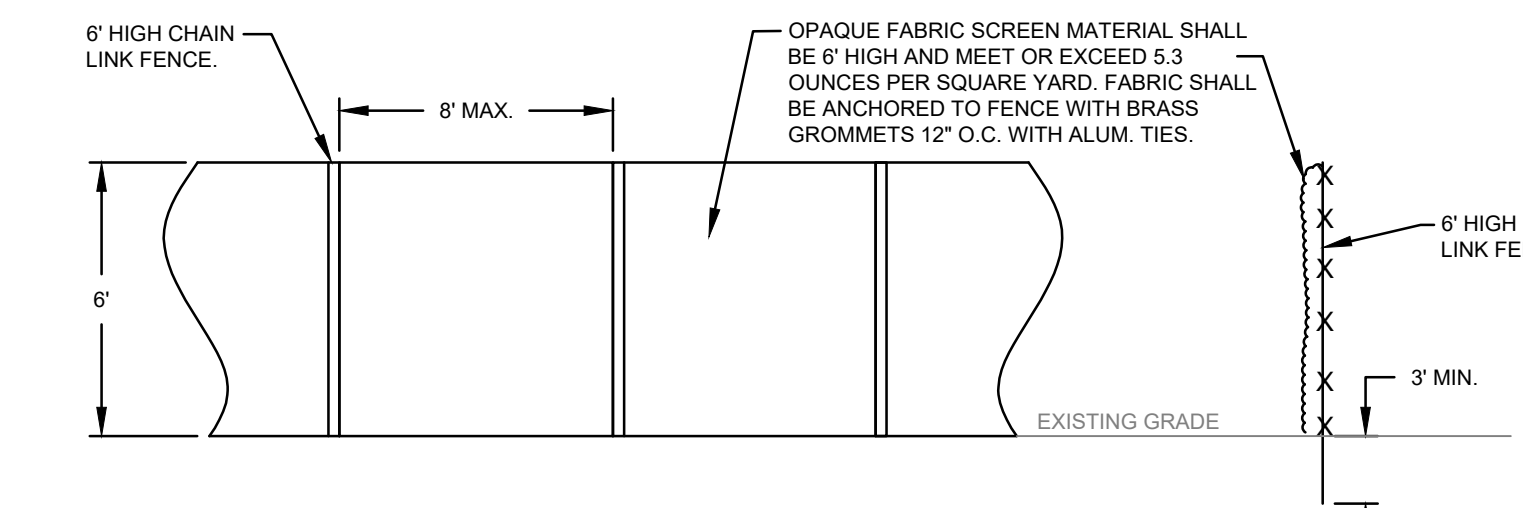
- SHEET NOTES:**
1. ALL CONSTRUCTION EQUIPMENT, VEHICLES, AND BUILDING MATERIALS SHALL BE STAGED ON THE CONSTRUCTION SITE.
 2. NO SIGNAGE OR ADVERTISING MAY BE PLACED ON THE OPAQUE, FABRIC SCREEN MATERIAL OF THE SAND/SILT FENCE.
 3. SAND/SILT FENCE SHALL BE INSTALLED TO THE FULL LENGTH OF THE NORTH, WEST AND SOUTH SITE BOUNDARIES. THE SILT FENCE SHALL BE INSTALLED TO THE FULL LENGTH OF THE NORTH, EAST, SOUTH AND WEST SITE BOUNDARIES.

LEGEND:

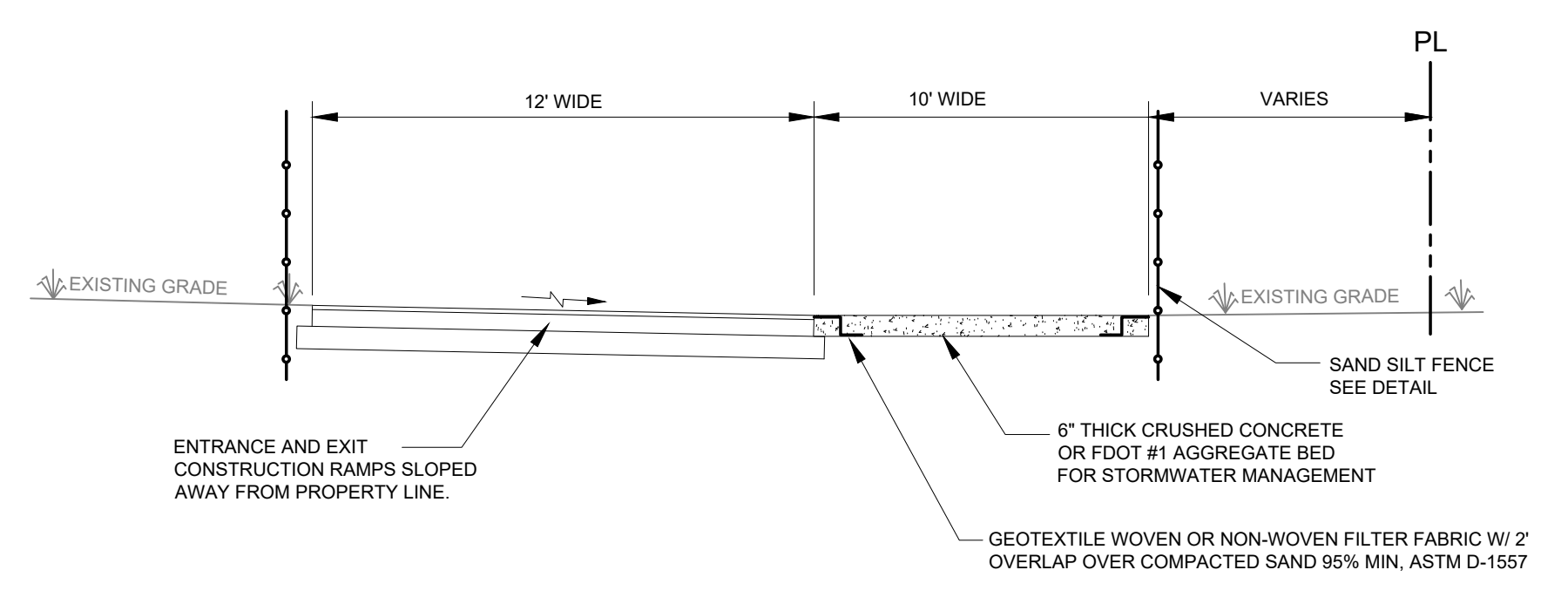
12.00 x	EXISTING GRADE
10	EXISTING CONTOUR - MAJOR
9	EXISTING CONTOUR - MINOR
G	EXISTING GAS LINE
S - S	EXISTING SANITARY SEWER
FM - FM	EXISTING FORCE MAIN
W - W	EXISTING POTABLE WATERMAIN
T - T	EXISTING TELEPHONE LINE
○	PROPOSED SAND/SILT FENCE
x - x	PROPOSED SILT FENCE
⊕	EXISTING FIRE HYDRANT



SILT FENCE DETAIL



SAND (SILT) FENCE DETAIL
NOT TO SCALE



CONSTRUCTION WASH DOWN DETAIL
NOT TO SCALE

NO.	DATE	APPR.	REVISION
1	12/22/23	JHH	REVISED PER CITY COMMENTS DATED 12/11/23

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

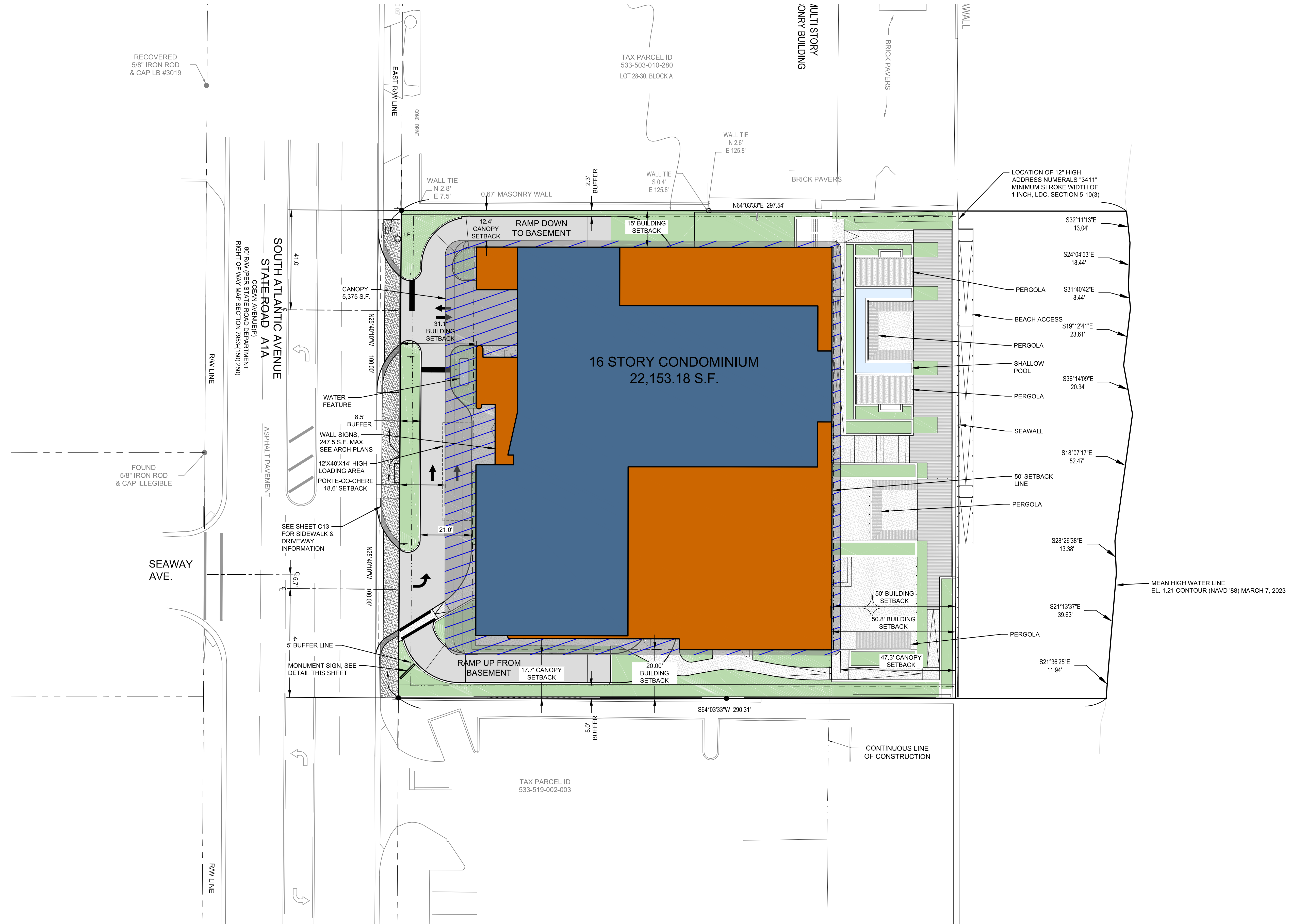
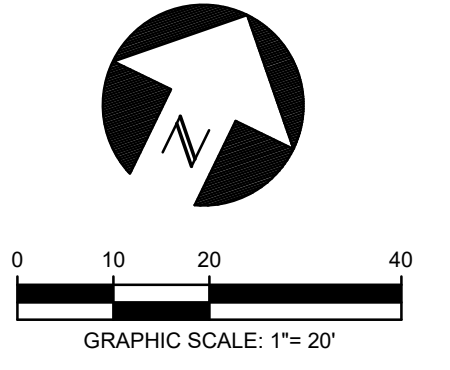
JOSEPH H. HOPKINS, P.E. NO. 48659
LICENSED BUSINESS CERTIFICATION NO. 7175
PHONE: (386) 238-1061 FAX: (386) 238-1261

DEMOLITION PLAN

3411 S. ATLANTIC AVE. A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

P.E. LIC. 48659 BUS. CERT. LIC. 7175
SCALE: 1"=20'
DESIGNED: JHH
DRAWN: KMP
DATE: 7/18/24
PROJECT NO.
973
973-SITE PLAN 7
SHEET C4 OF 17



CIVIL ANALYSIS AREAS

SITE (TO FRONT OF SEAWALL): 45,843.64 S.F.
 GROUND FLOOR: 22,153.18 S.F.
 BUILDING CANOPY: 5,375.43 S.F.
 TOTAL BUILDING AREA: 27,528.61 S.F.
 LOT COVERAGE:
 27,528.61 ÷ 45,843.64 = 60.0%

- GROUND FLOOR LEVEL
- TOWER AREA
- CANOPY AREA

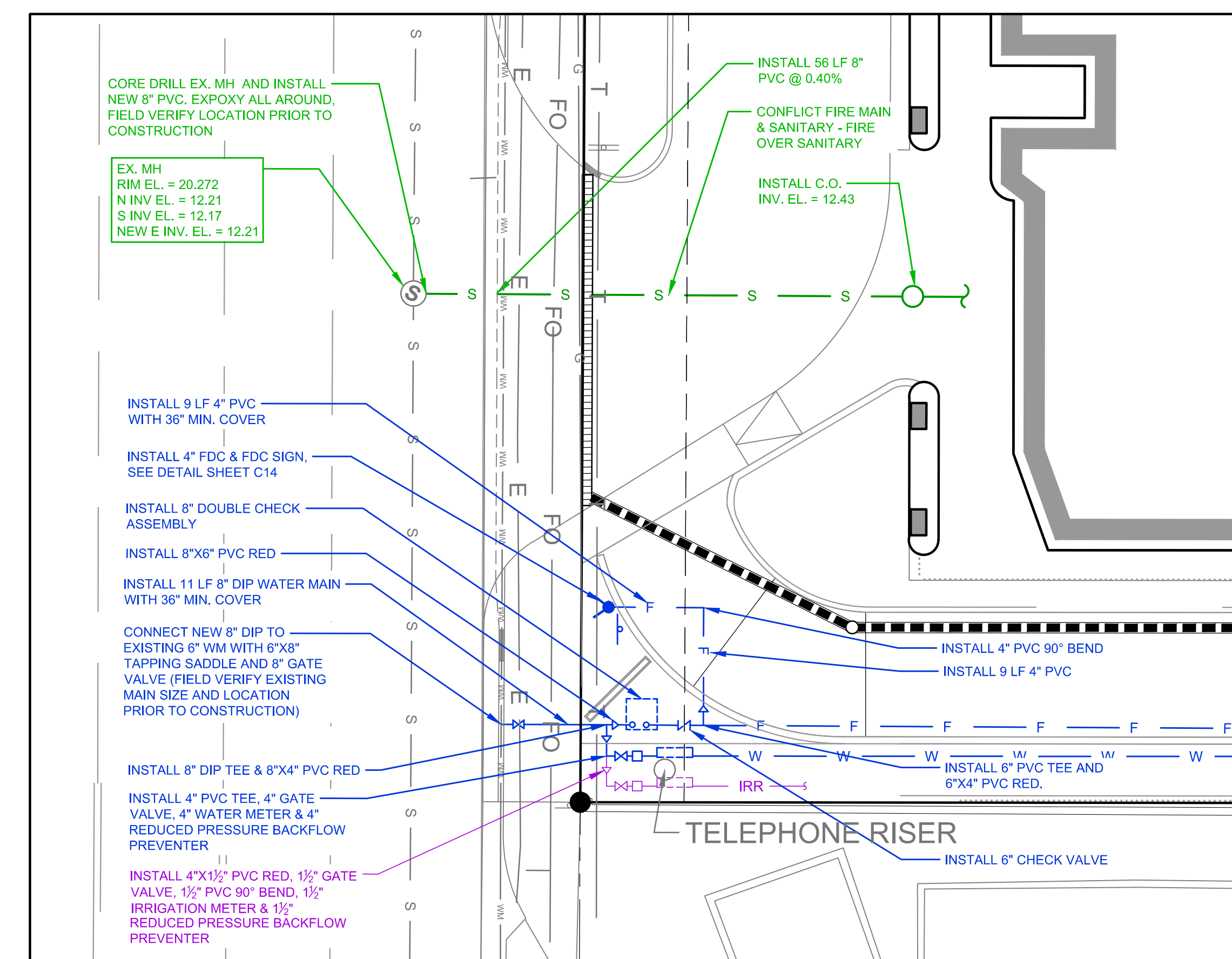
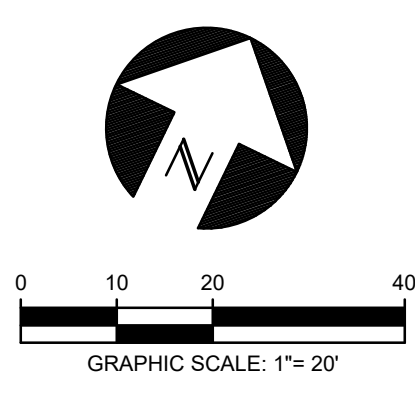
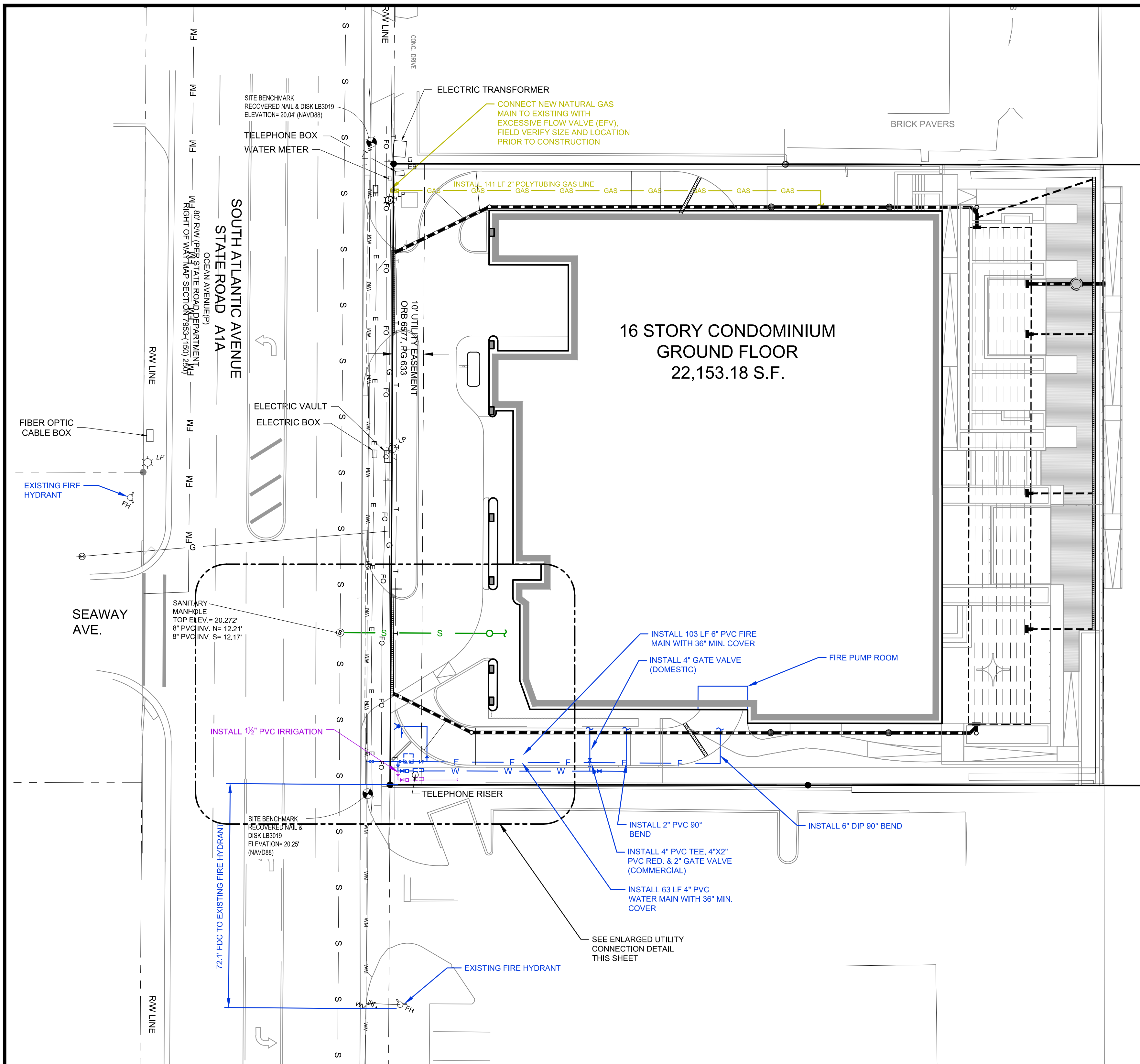
NO.	DATE	APPR.	REVISION
1	12/22/23	JHH	REVISED PER CITY COMMENTS DATED 12/11/23

THE PERFORMANCE GROUP
 CIVIL ENGINEERING / PLANNING / DEVELOPMENT

JOSEPH H. HOPKINS, P.E. NO. 48059
 LICENSED BUSINESS CERTIFICATION NO. 7175
 100 W. BAYVIEW BLVD., SUITE 100
 MIAMI, FL 33134
 PHONE: (305) 555-1061 FAX: (305) 555-1062

OVERALL DEVELOPMENT PLAN
 3411 S. ATLANTIC AVE. A CONDOMINIUM
 NOT RELEASED FOR CONSTRUCTION

P.E. LIC. 48059 BUS. CERT. LIC. 7175
SCALE: 1"=20'
DESIGNED: JHH
DRAWN: KMP
DATE: 7/18/24
PROJECT NO.
973
973-SITE PLAN 7
SHEET C5 OF 17



ENLARGED UTILITY CONNECTION PLAN
SCALE: 1"=10'

LEGEND:

12.00 x	EXISTING GRADE
12.00	PROPOSED GRADE
---	EXISTING CONTOUR - MAJOR
---	EXISTING CONTOUR - MINOR
---	PROPOSED STORM SEWER
---	PROPOSED STORMWATER RUNOFF
---	PROPOSED CONTROL STRUCTURE
GAS	PROPOSED GAS LINE
G	EXISTING GAS LINE
S	PROPOSED SANITARY SEWER
S	EXISTING SANITARY SEWER
FM	EXISTING FORCE MAIN
W	PROPOSED POTABLE WATERMAIN
W	EXISTING POTABLE WATERMAIN
F	PROPOSED FIRE MAIN
T	EXISTING TELEPHONE LINE
IRR	PROPOSED IRRIGATION LINE
⊙	EXISTING FIRE HYDRANT

NO.	DATE	APPR.	REVISION
1	12/22/23	JHH	REVISED PER CITY COMMENTS DATED 12/11/23

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

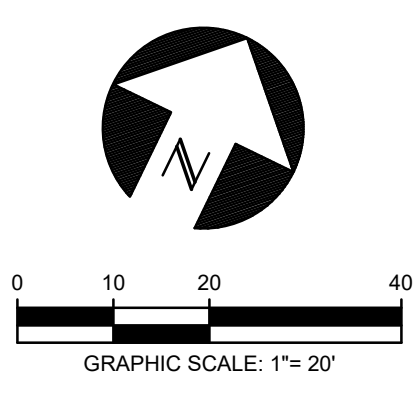
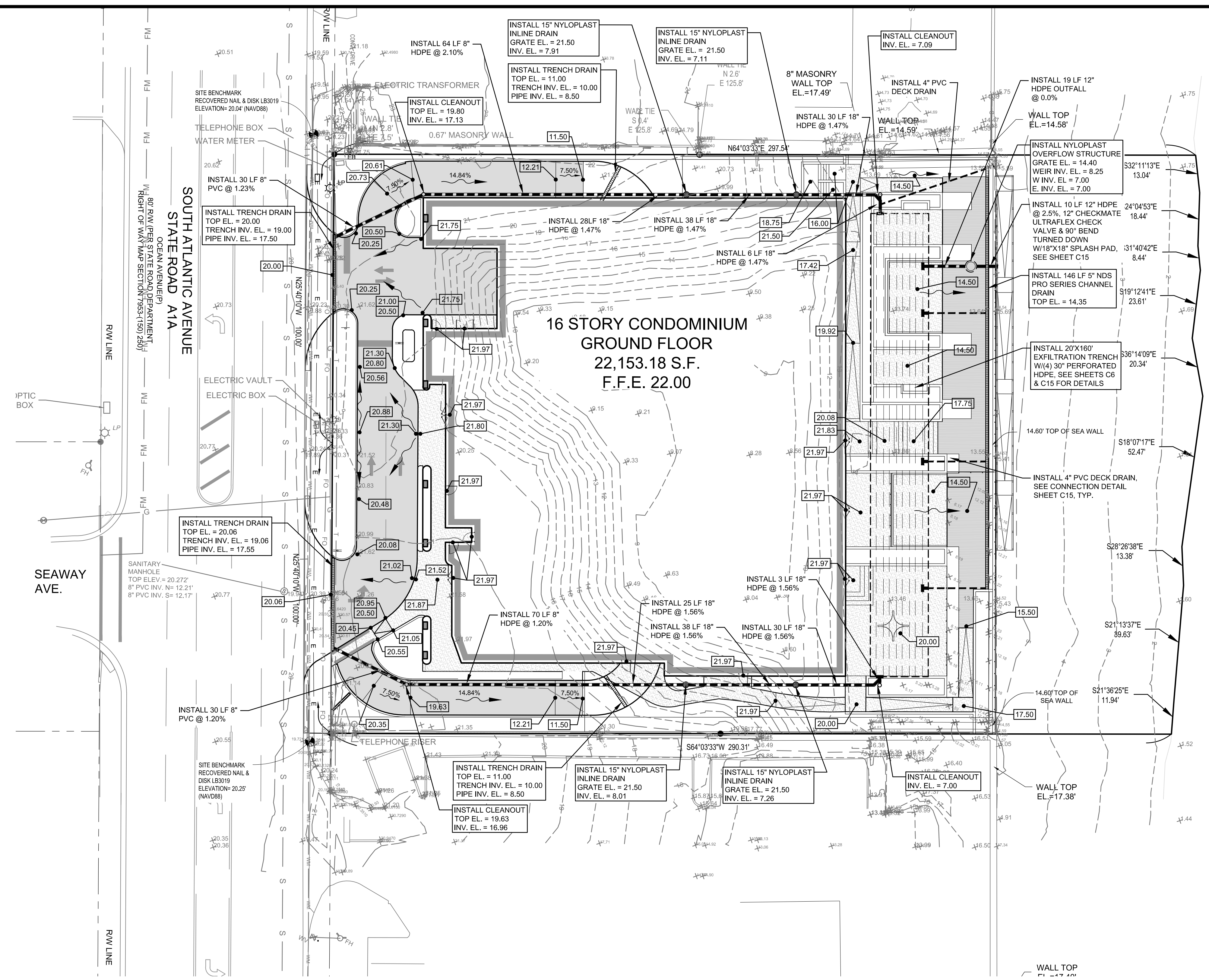
JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
1000 W. BROADWAY, SUITE 1000, NEW YORK, NY 10014
PHONE: (212) 512-1000 FAX: (212) 512-1010

UTILITY PLAN

3411 S. ATLANTIC AVE. A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

P.E. LIC. 48059 BUS. CERT. LIC. 7175
SCALE: AS NOTED
DESIGNED: JHH
DRAWN: KMP
DATE: 7/18/24
PROJECT NO. 973
973-SITE PLAN 7
SHEET C8 OF 17



LEGEND:

12.00 x	EXISTING GRADE
12.00	PROPOSED GRADE
10	EXISTING CONTOUR - MAJOR
9	EXISTING CONTOUR - MINOR
	PROPOSED STORM SEWER
	PROPOSED STORMWATER RUNOFF
	PROPOSED CONTROL STRUCTURE
	PROPOSED INLET
G	EXISTING GAS LINE
S	EXISTING SANITARY SEWER
FM	EXISTING FORCE MAIN
W	EXISTING POTABLE WATERMAIN
T	EXISTING TELEPHONE LINE
	EXISTING FIRE HYDRANT

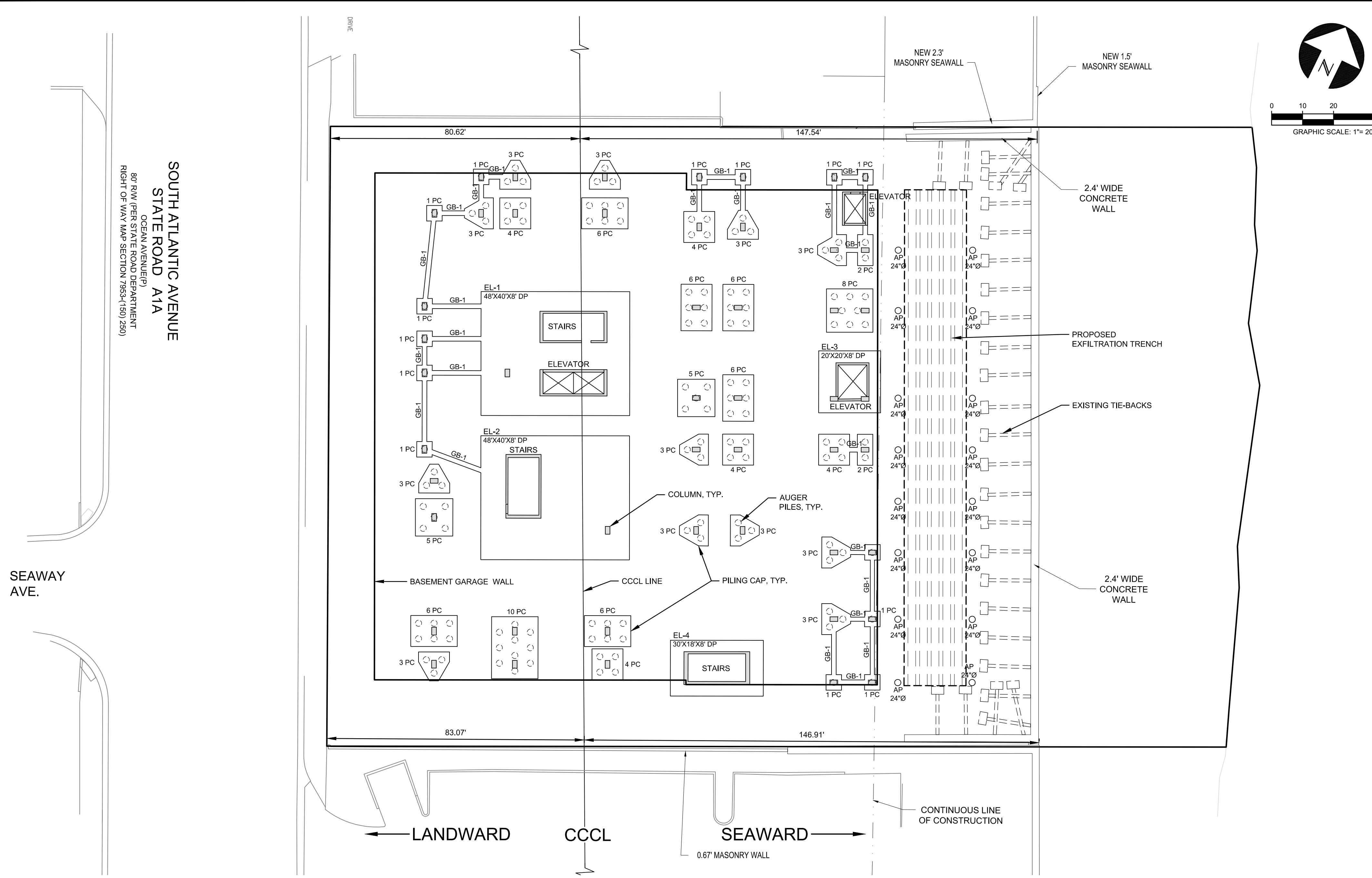
- STORMWATER SYSTEM:**
1. THE STORMWATER SYSTEM IS PRIVATELY OWNED AND OPERATED. IT WILL BE MAINTAINED IN ACCORDANCE WITH THE RECOMMENDATIONS FOR STORMWATER SYSTEMS.
 2. ROOF DRAINAGE SYSTEM SHALL BE DIRECTED TO THE EXFILTRATION STORMWATER SYSTEM.
 3. SEE STORMWATER DETAILS ON SHEET C15.

**16 STORY CONDOMINIUM
GROUND FLOOR
22,153.18 S.F.
F.F.E. 22.00**

REVISION		NO.	DATE	APPR.	JHH
		1	12/22/23		

THE PERFORMANCE GROUP CIVIL ENGINEERING / PLANNING / DEVELOPMENT			JOSEPH H. HOPKINS, P.E. NO. 48659 LICENSED BUSINESS CERTIFICATION NO. 7175 1000 W. WASHINGTON AVE., SUITE 100 FAYETTEVILLE, NC 27033
PAVING, GRADING & DRAINAGE PLAN 3411 S. ATLANTIC AVE. A CONDOMINIUM NOT RELEASED FOR CONSTRUCTION			

P.E. LIC. 48659 BUS. CERT. LIC. 7175	SCALE: 1"=20'
DESIGNED: JHH	PROJECT NO. 973
DRAWN: KMP	973-SITE PLAN 7
DATE: 7/18/24	SHEET C9 OF 17



BASIS OF DESIGN CONTROL ELEVATIONS
(SEE 100-YEAR STORM IMPACT ANALYSIS BY MOFFATT AND NICHOL 8/28/25)

100-Year Storm Parameters Comparison				
	100-Year Storm Elevation (wave crest) [ft NGVD]	100-Year Storm Elevation (wave crest) [ft NAVD]	100-Year Storm Design Grade Elevation [ft NGVD]	100-Year Storm Design Grade Elevation [ft NAVD]
FDEP Published Data	14.7	13.5	3.6	2.4
Site-Specific Analysis				
Transect 1 Seaward Columns	13.5	12.3	5.4	4.2
Transect 1 Basement Seaward Wall	13.0	11.8	6.3	5.1

CONTROL ELEVATIONS:
 100-YEAR WAVE CREST: EL. 12.3 NAVD
 100-YEAR EROSION PROFILE: EL. 5.1 NAVD

FOUNDATION VOLUME (CUT):

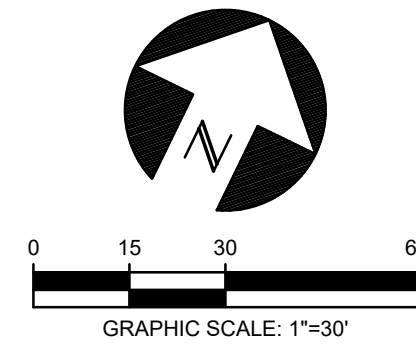
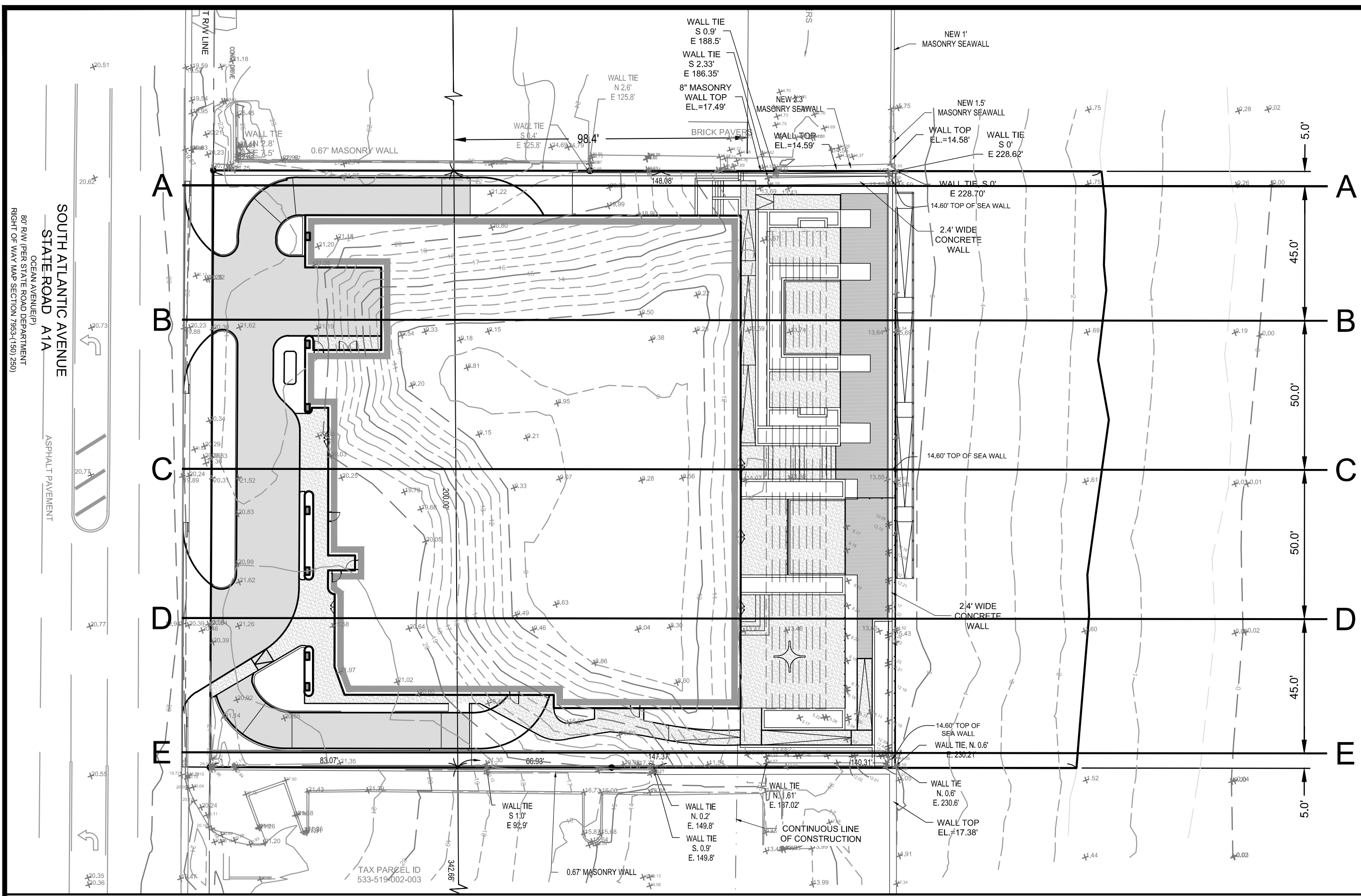
SEAWARD						
PILE CAP	CAP VOLUME (cf)	NUMBER OF PILES	PILE LENGTH (ft.)	PILE VOLUME (cf)	QUANTITY OF CAPS	TOTAL VOLUME (cf)
AP	0	1	102	320	14	4484
1PC	125	1	88.1	277	14	5623
2PC	250	2	88.1	553	3	2410
3PC	500	3	86.1	811	11	14422
4PC	667	4	86.4	1085	4	7009
5PC	1080	5	85.6	1344	2	4848
6PC	1200	6	85.1	1603	6	16820
8PC	1190	8	87.4	2195	1	3385
10PC	2400	10	85.1	2672	1	5072
EL-1	4800				1	4800
EL-2	4800				1	4800
EL-3	3200				1	3200
EL-4	4320				1	4320
GB-1	6				135	810
TOTAL VOLUME OF FOUNDATION (CF)						82002
						CUBIC YARDS
						3037

LANDWARD						
PILE CAP	CAP VOLUME (cf)	NUMBER OF PILES	PILE LENGTH (ft.)	PILE VOLUME (cf)	QUANTITY OF CAPS	TOTAL VOLUME (cf)
AP	0	1	102	320		
1PC	125	1	88.1	277	6	2410
2PC	250	2	88.1	553	1	803
3PC	500	3	86.1	811	3	3933
4PC	667	4	86.4	1085		
5PC	1080	5	85.6	1344	1	2424
6PC	1200	6	85.1	1603	1	2803
8PC	1190	8	87.4	2195		
10PC	2400	10	85.1	2672	1	5072
EL-1	10560				1	10560
EL-2	10560				1	10560
EL-3						
EL-4						
GB-1	6				125	750
TOTAL VOLUME OF FOUNDATION (CF)						39316
						CUBIC YARDS
						1456

REVISION	APPR	DATE	NO	1	12/22/25	JHH	REVISED PER CITY COMMENTS DATED 12/11/25
<p>THE PERFORMANCE GROUP CIVIL ENGINEERING / PLANNING / DEVELOPMENT</p> <p>JOSEPH H. HOPKINS, P.E. NO. 48059 LICENSED BUSINESS CERTIFICATION NO. 7175 100 W. BAYVIEW BLVD., SUITE 100 PALM BEACH, FL 33480-4000 PHONE: (561) 832-1000 FAX: (561) 832-1001</p>							
<p>FOUNDATION PLAN</p> <p>3411 S. ATLANTIC AVE. A CONDOMINIUM</p> <p>NOT RELEASED FOR CONSTRUCTION</p>							
<p>P.E. LIC. 48059 BUS. CERT. LIC. 7175</p>							
<p>SCALE: 1"=20'</p>							
<p>DESIGNED: JHH</p>							
<p>DRAWN: KMP</p>							
<p>DATE: 7/18/24</p>							
<p>PROJECT NO.</p>							
<p>973</p>							
<p>973-SITE PLAN 7</p>							
<p>SHEET C10 OF 17</p>							

SOUTH ATLANTIC AVENUE
 STATE ROAD A1A
 OCEAN AVENUE
 80' R/W PER STATE ROAD DEPARTMENT
 RIGHT OF WAY MAP SECTION 7553-150-250

SEAWAY AVE.

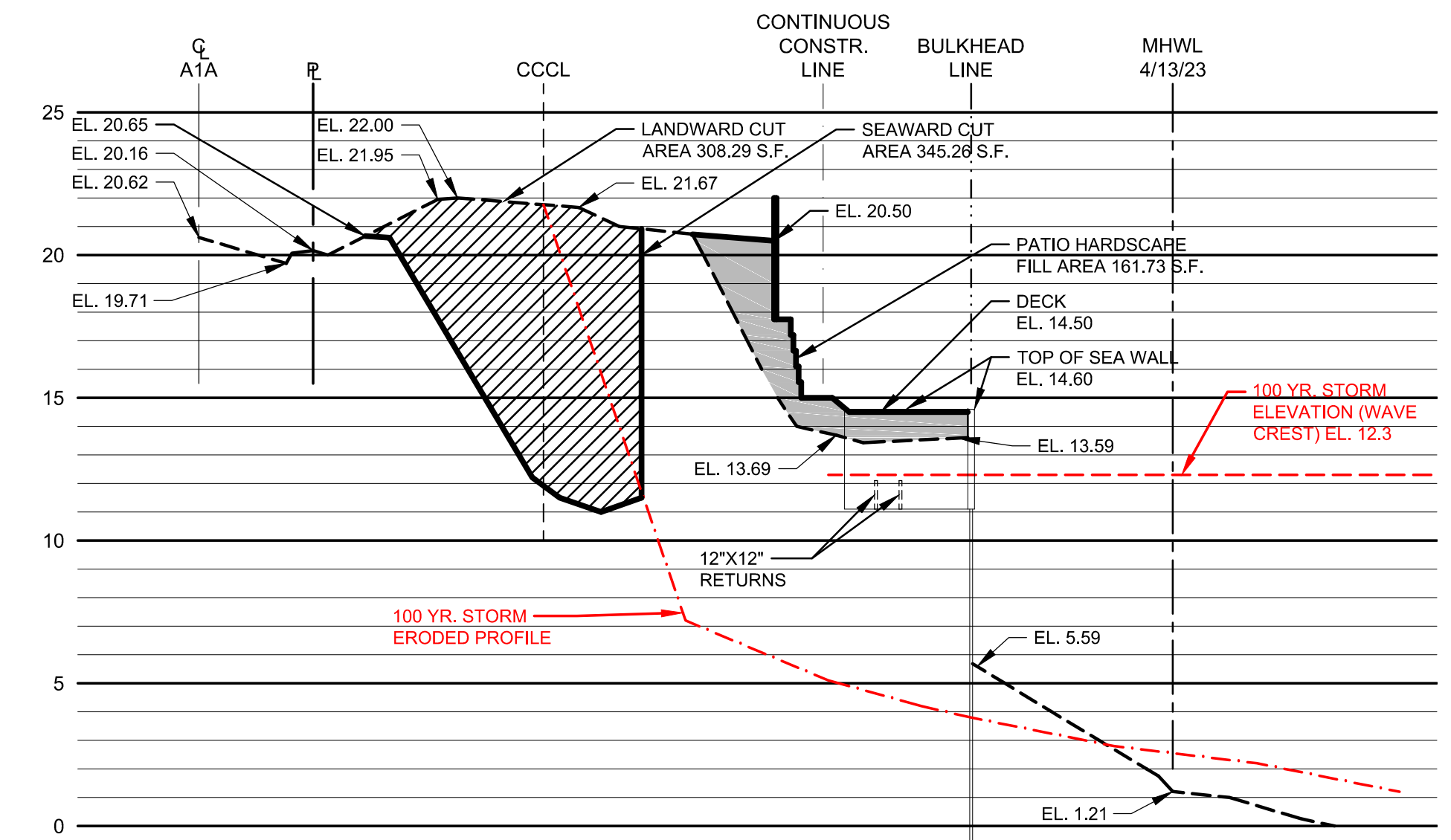


LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- - - CONTROL ELEVATION
- - - 100 YR WAVE CREST EL. 12.3 NAVD
- - - CONTROL ELEVATION
- - - 100 YR EROSION PROFILE EL. 5.1 NAVD
- ▨ PROPOSED FILL
- ▩ PROPOSED CUT

CUT AND FILL SUMMARY:

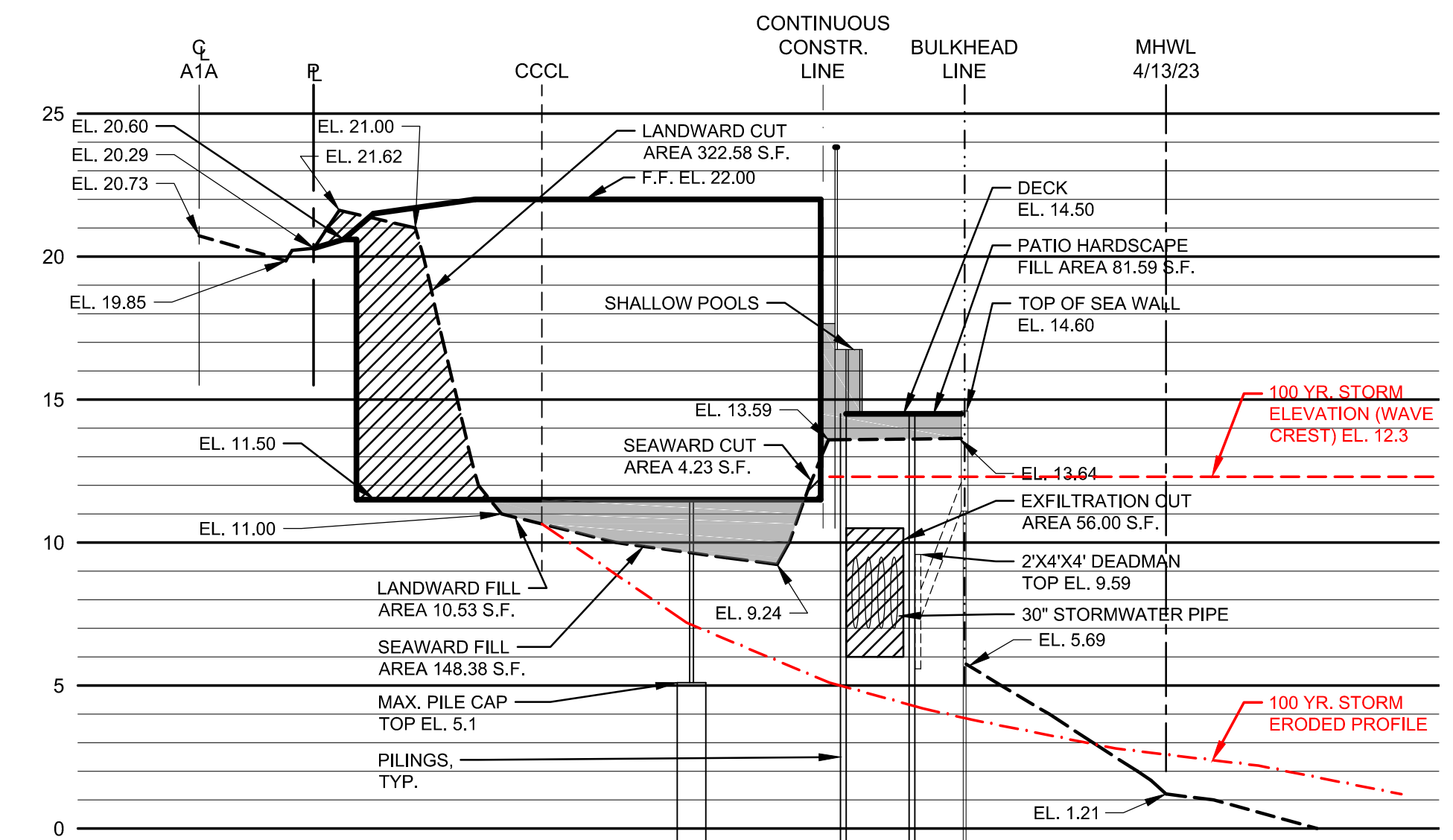
SEAWARD	
EARTHWORK	1,846 CY FILL
FOUNDATIONS	3,037 CY CUT
NET SEAWARD	1,191 CY CUT
LANDWARD	
EARTHWORK	2,949 CY CUT
FOUNDATIONS	1,456 CY CUT
NET LANDWARD	4,405 CY CUT



EARTHWORK SUMMARY

	LANDWARD	SEAWARD
CUT	308.29 S.F.	345.26 S.F.
FILL	0.00 S.F.	161.73 S.F.

CROSS SECTION A
SCALE: 1"=50' HORZ.
1"=5' VERT.



EARTHWORK SUMMARY

	LANDWARD	SEAWARD
CUT	322.58 S.F.	60.23 S.F.
FILL	10.53 S.F.	229.97 S.F.

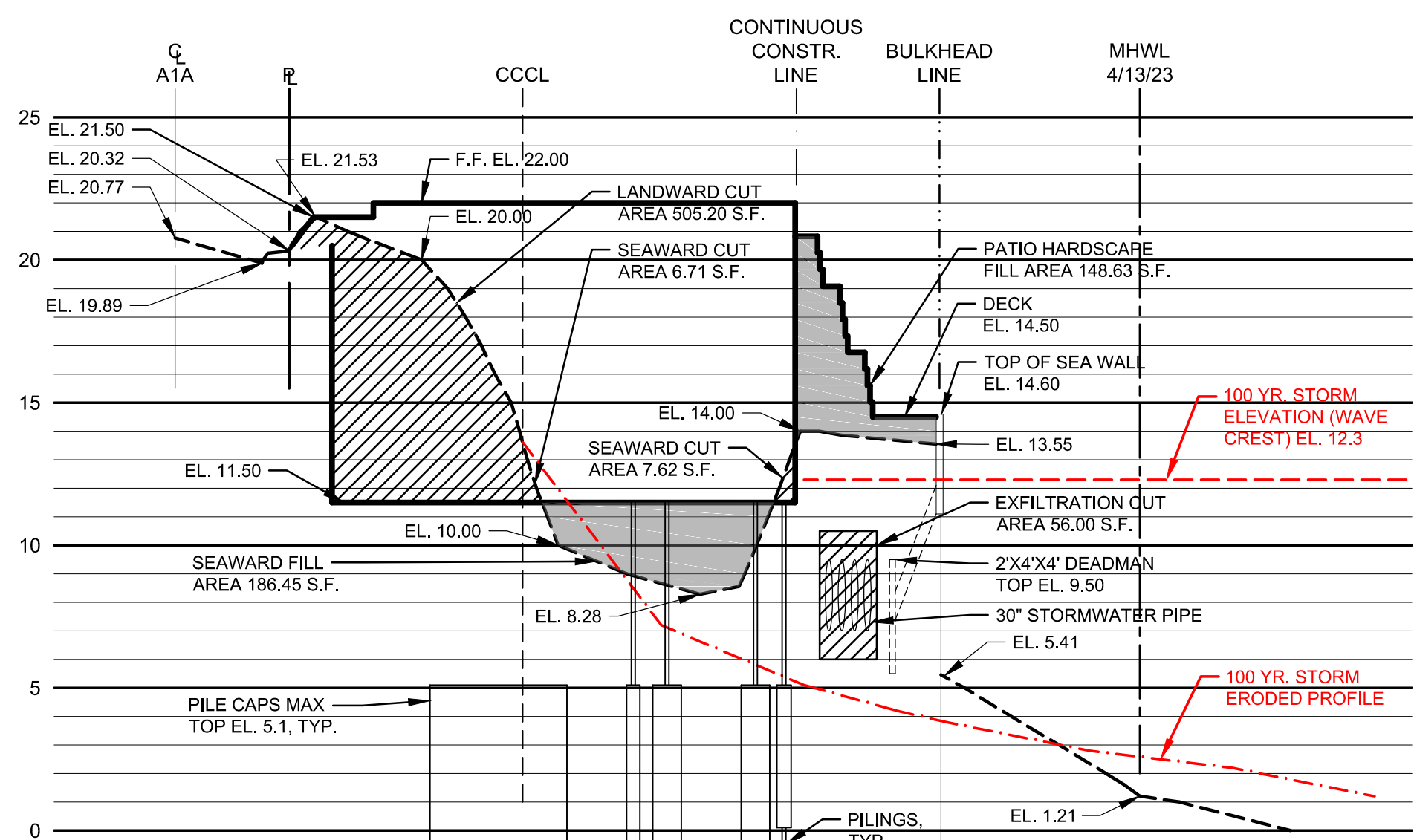
CROSS SECTION B
SCALE: 1"=50' HORZ.
1"=5' VERT.

EARTHWORK - CUT AND FILL SUMMARY (AVERAGE AREA END METHOD)

SECTION	CUT - LANDWARD (SF)	CUT - SEAWARD (SF)	FILL - LANDWARD (SF)	FILL - SEAWARD (SF)
A	308.3	345.3	0.0	161.7
B	322.6	60.2	10.5	230.0
C	505.2	63.6	0.0	335.1
D	653.7	93.2	0.0	503.0
E	69.7	8.8	0.0	581.1
AVERAGE AREA				
A-B	315.4	202.7	5.3	195.9
B-C	413.9	61.9	5.3	282.5
C-D	579.4	78.4	0.0	419.1
D-E	361.7	51.0	0.0	542.1

EARTHWORK - VOLUME SUMMARY

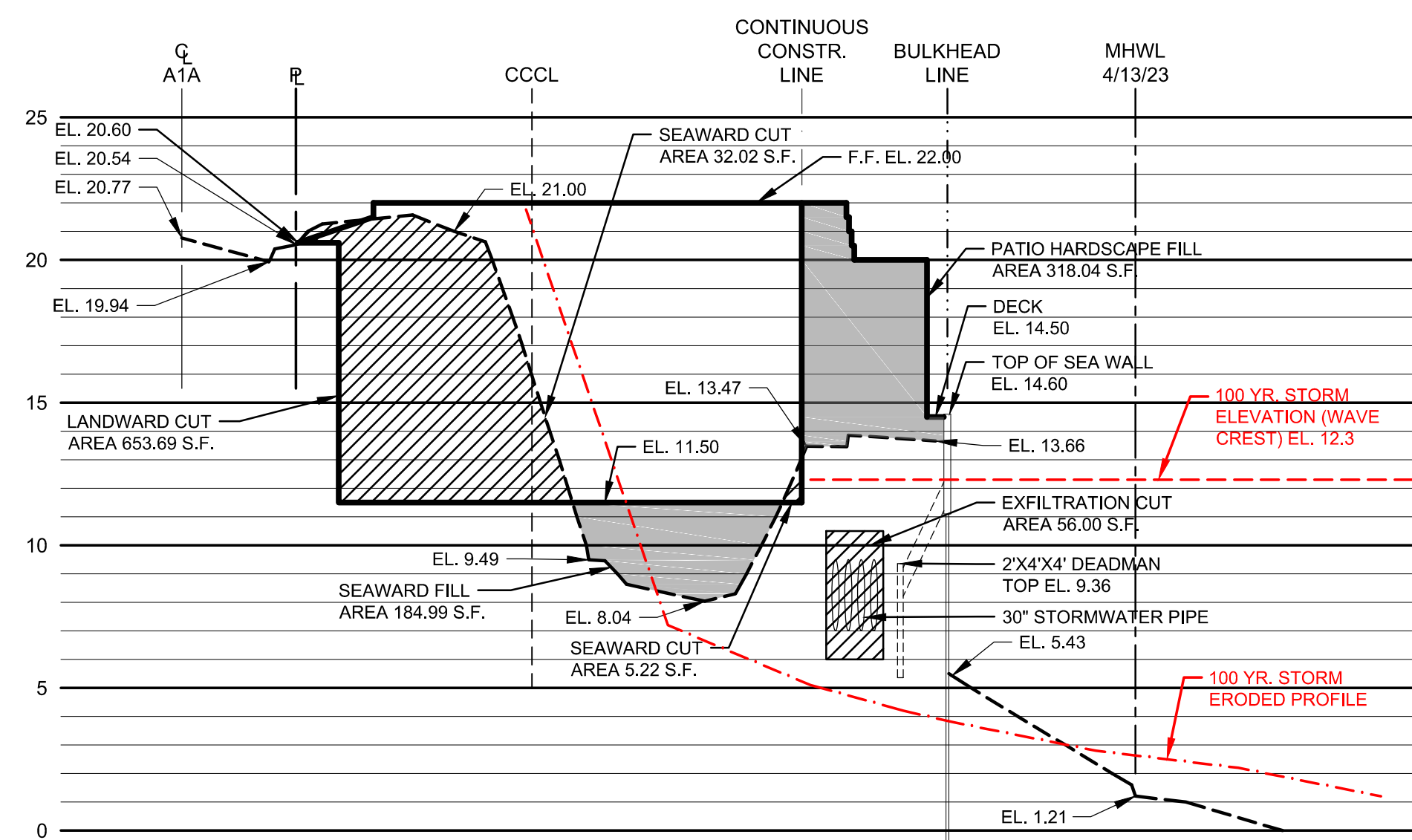
SEAWARD		SECTION	LENGTH (FT.)	CUT - SEAWARD AVERAGE (SF)	FILL - SEAWARD AVERAGE (SF)	NET VOLUME (CF)	
A-B		45	202.7	195.9	306	CUT	
B-C		50	61.9	282.5	11030	FILL	
C-D		50	78.4	419.1	17035	FILL	
D-E		45	51.0	542.1	22099	FILL	
NET VOLUME					49858	FILL	
					(1846 CY)		
LANDWARD		SECTION	LENGTH (FT.)	CUT - LANDWARD AVERAGE (SF)	FILL - LANDWARD AVERAGE (SF)	NET VOLUME (CF)	
A-B		45	315.4	5.3	13954	CUT	
B-C		50	413.9	5.3	20430	CUT	
C-D		50	579.4	0.0	28970	CUT	
D-E		45	361.7	0.0	16276	CUT	
NET VOLUME					79630	CUT	
					(2949 CY)		



EARTHWORK SUMMARY

	LANDWARD	SEAWARD
CUT	505.20 S.F.	63.62 S.F.
FILL	0.00 S.F.	335.08 S.F.

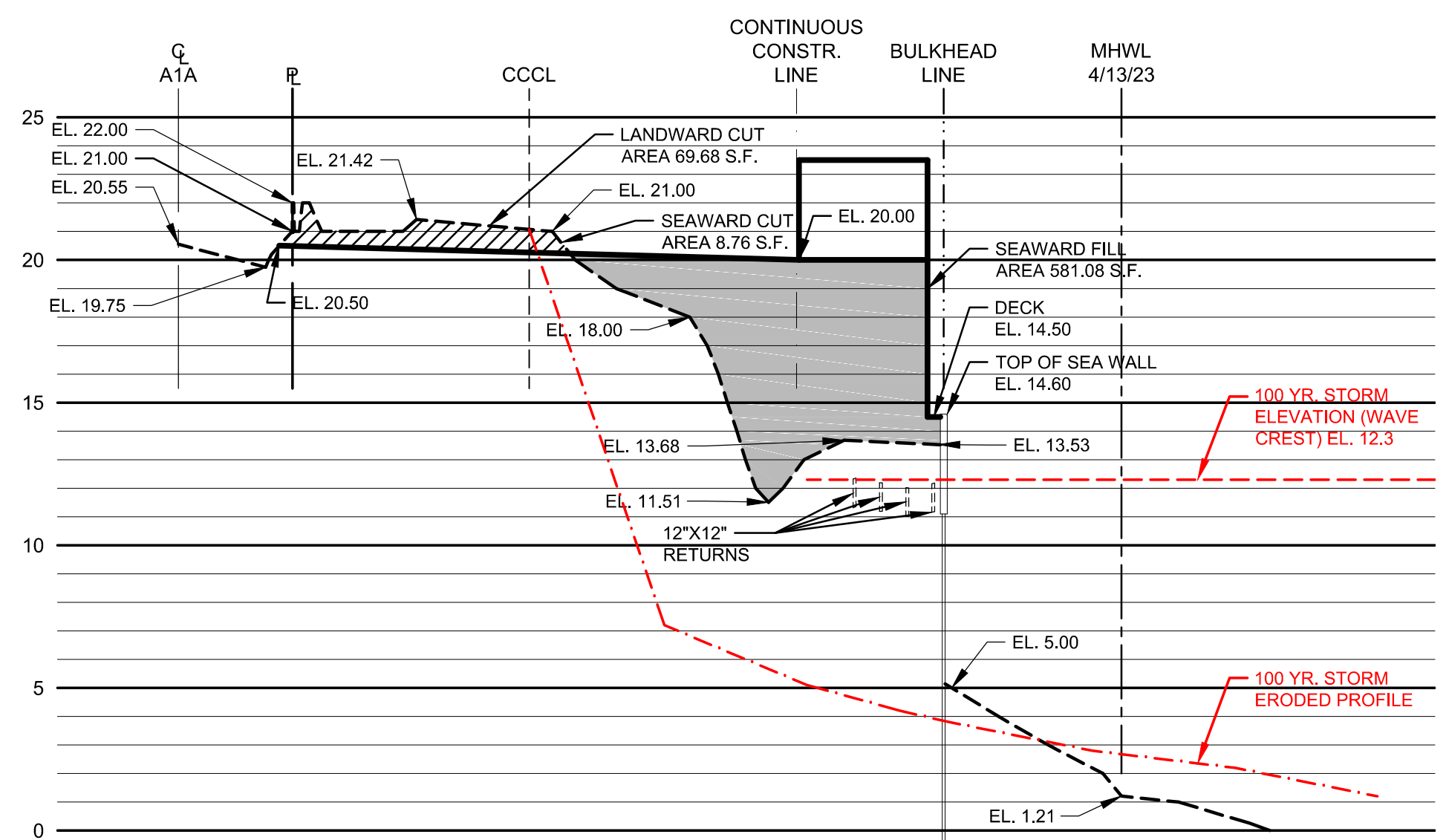
CROSS SECTION C
SCALE: 1"=50' HORZ.
1"=5' VERT.



EARTHWORK SUMMARY

	LANDWARD	SEAWARD
CUT	653.69 S.F.	93.24 S.F.
FILL	0.00 S.F.	503.03 S.F.

CROSS SECTION D
SCALE: 1"=50' HORZ.
1"=5' VERT.



EARTHWORK SUMMARY

	LANDWARD	SEAWARD
CUT	69.68 S.F.	8.76 S.F.
FILL	0.00 S.F.	581.08 S.F.

CROSS SECTION E
SCALE: 1"=50' HORZ.
1"=5' VERT.

NO.	DATE	APPR.	REVISION
1	12/22/23	JHH	REVISED PER CITY COMMENTS DATED 12/11/23

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

JOSEPH H. HOPKINS, P.E. NO. 48659
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386) 257-1111 FAX: (386) 257-1116

CROSS SECTIONS
3411 S. ATLANTIC AVE. A CONDOMINIUM
NOT RELEASED FOR CONSTRUCTION

P.E. LIC. 48659
BUS. CERT. LIC. 7175

SCALE: AS NOTED

DESIGNED: JHH

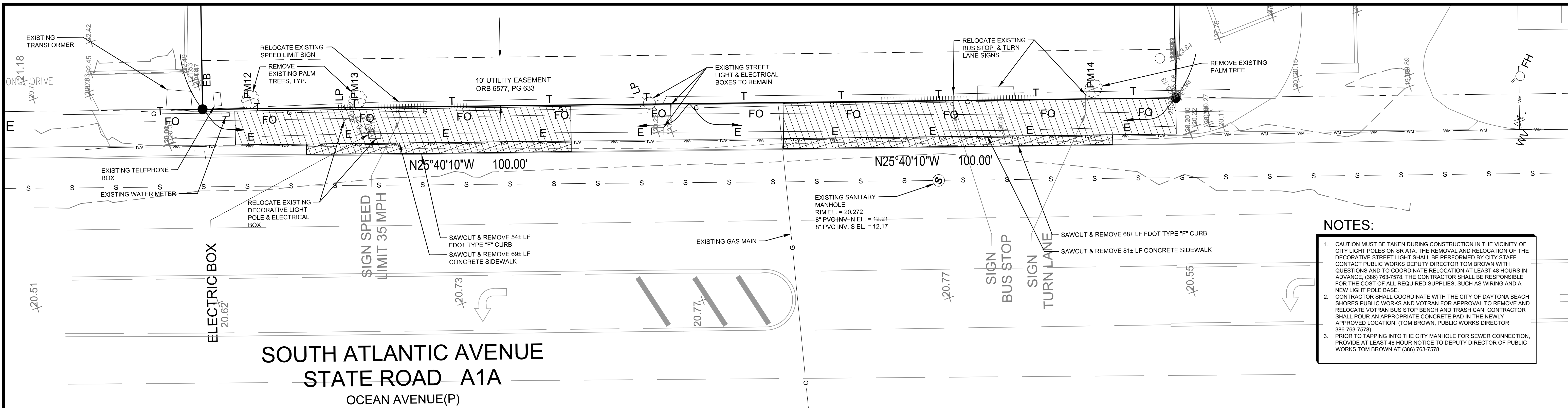
DRAWN: KMP

DATE: 7/18/24

PROJECT NO.
973

973-SITE PLAN 7

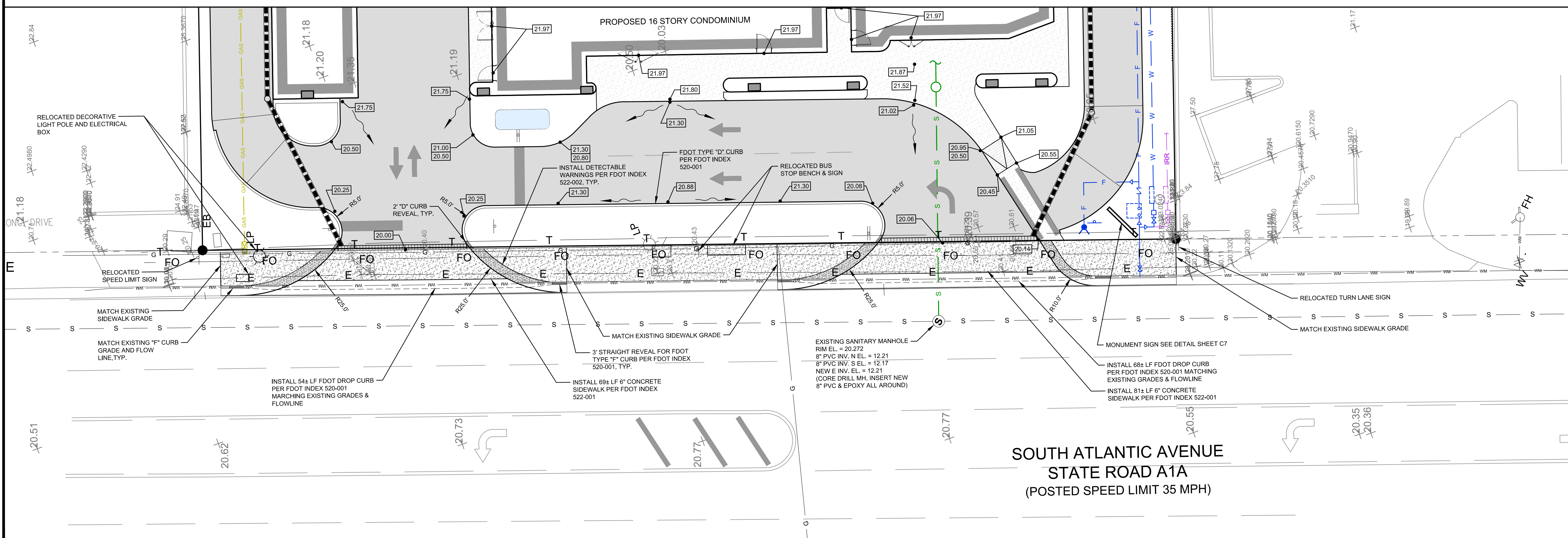
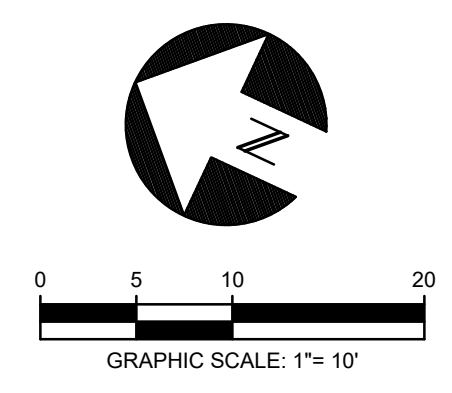
SHEET **C12** OF **17**



- NOTES:**
- CAUTION MUST BE TAKEN DURING CONSTRUCTION IN THE VICINITY OF CITY LIGHT POLES ON SR A1A. THE REMOVAL AND RELOCATION OF THE DECORATIVE STREET LIGHT SHALL BE PERFORMED BY CITY STAFF. CONTACT PUBLIC WORKS DEPUTY DIRECTOR TOM BROWN WITH QUESTIONS AND TO COORDINATE RELOCATION AT LEAST 48 HOURS IN ADVANCE. (386) 763-7578. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL REQUIRED SUPPLIES, SUCH AS WIRING AND A NEW LIGHT POLE BASE.
 - CONTRACTOR SHALL COORDINATE WITH THE CITY OF DAYTONA BEACH SHORES PUBLIC WORKS AND VOTRAN FOR APPROVAL TO REMOVE AND RELOCATE VOTRAN BUS STOP BENCH AND TRASH CAN. CONTRACTOR SHALL POUR AN APPROPRIATE CONCRETE PAD IN THE NEWLY APPROVED LOCATION. (TOM BROWN, PUBLIC WORKS DIRECTOR 386-763-7578)
 - PRIOR TO TAPPING INTO THE CITY MANHOLE FOR SEWER CONNECTION, PROVIDE AT LEAST 48 HOUR NOTICE TO DEPUTY DIRECTOR OF PUBLIC WORKS TOM BROWN AT (386) 763-7578.

RIGHT-OF-WAY DEMOLITION PLAN

NOTE: SEE SHEET C14 FOR FDOT INDEXES AND MAINTENANCE OF TRAFFIC DETAILS



RIGHT-OF-WAY PAVING & DRAINAGE PLAN

NO.	DATE	APPR.	REVISION
1	12/22/23	JHH	REVISED PER CITY COMMENTS DATED 12/11/23

THE PERFORMANCE GROUP
 CIVIL ENGINEERING / PLANNING / DEVELOPMENT

JOSEPH H. HOPKINS, P.E. NO. 48059
 LICENSED BUSINESS CERTIFICATION NO. 7175
 1001 W. UNIVERSITY AVENUE, SUITE 100
 DAYTONA, FLORIDA 32114
 PHONE: (386) 255-1061 FAX: (386) 255-1061

RIGHT-OF-WAY PAVING & DRAINAGE PLAN

3411 S. ATLANTIC AVE. A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

P.E. LIC. 48059
 BUS. CERT. LIC. 7175

SCALE: 1"=10'

DESIGNED: JHH

DRAWN: KMP

DATE: 7/9/25

PROJECT NO.
973

973-SITE PLAN 7

SHEET **C13** OF **17**

DUAL WALL FABRICATED REDUCING TEES
30"x4" - 30"x10" DIAMETER

PART #	PIPE SIZE	A	B	JOINT
3060AN	30 x 4 in (750 x 100 mm)	41.2 in (1046 mm)	23.8 in (604 mm)	*
3060AN6SB	30 x 4 in (750 x 100 mm)	24.7 in (627 mm)	22.5 in (573 mm)	WT
3061AN	30 x 6 in (750 x 150 mm)	41.2 in (1046 mm)	25.9 in (658 mm)	*
3061AN6SB	30 x 6 in (750 x 150 mm)	24.7 in (627 mm)	23.5 in (596 mm)	WT
3062AN	30 x 8 in (750 x 200 mm)	45.3 in (1151 mm)	27.1 in (688 mm)	*
3062AN6SB	30 x 8 in (750 x 200 mm)	28.8 in (733 mm)	25.2 in (639 mm)	WT
3063AN	30 x 10 in (750 x 250 mm)	45.3 in (1151 mm)	27.6 in (700 mm)	*
3063AN6SB	30 x 10 in (750 x 250 mm)	28.8 in (733 mm)	25.0 in (635 mm)	WT

* = PLAIN END
ST = SOIL TIGHT
WT = WATER TIGHT

NOTE: ALL FITTINGS DIMENSIONS ARE FOR REFERENCE ONLY

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PLAIN END
WT (INCLUDES 3 GASKETS)

ADS
Advanced Drainage Systems, Inc.

DRAWING #	2422
DRAWN BY	NJP
APPROVED BY	CSH
REVISIONS	NJP

DUAL WALL FABRICATED REDUCING TEES
30"x12" - 30"x24" DIAMETER

PART #	PIPE SIZE	A	B	JOINT
3064AN	30 x 12 in (750 x 300 mm)	49.4 in (1255 mm)	26.8 in (679 mm)	*
3064AN6SB	30 x 12 in (750 x 300 mm)	33.0 in (837 mm)	22.9 in (582 mm)	WT
3065AN	30 x 15 in (750 x 375 mm)	53.6 in (1360 mm)	30.2 in (767 mm)	*
3065AN6SB	30 x 15 in (750 x 375 mm)	37.1 in (942 mm)	25.0 in (635 mm)	WT
3066AN	30 x 18 in (750 x 450 mm)	57.7 in (1465 mm)	30.2 in (767 mm)	*
3066AN6SB	30 x 18 in (750 x 450 mm)	41.2 in (1046 mm)	24.8 in (630 mm)	WT
3067AN	30 x 24 in (750 x 600 mm)	61.8 in (1570 mm)	33.1 in (841 mm)	*
3067AN6SB	30 x 24 in (750 x 600 mm)	45.3 in (1151 mm)	26.8 in (681 mm)	WT

* = PLAIN END
ST = SOIL TIGHT
WT = WATER TIGHT

NOTE: ALL FITTINGS DIMENSIONS ARE FOR REFERENCE ONLY

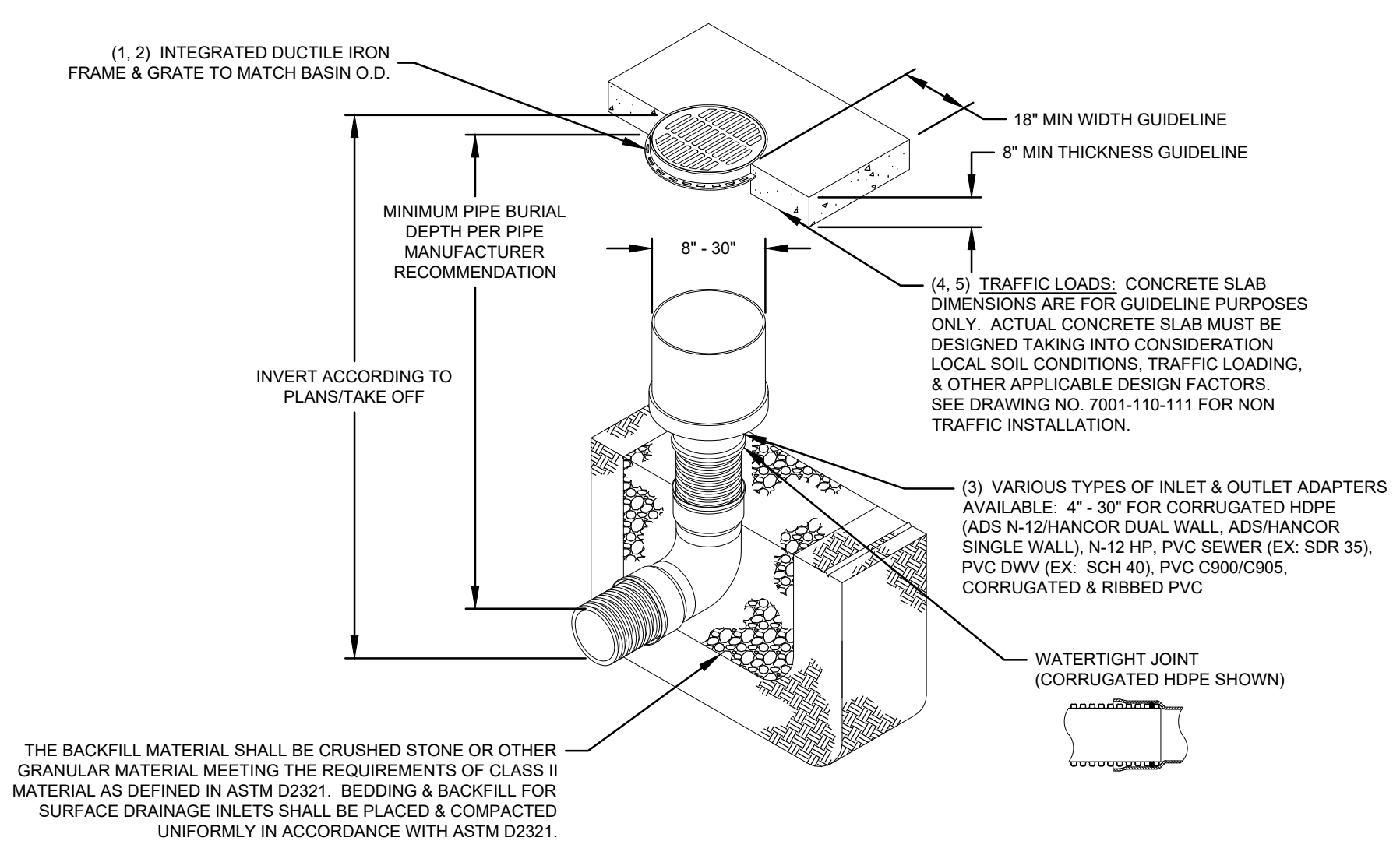
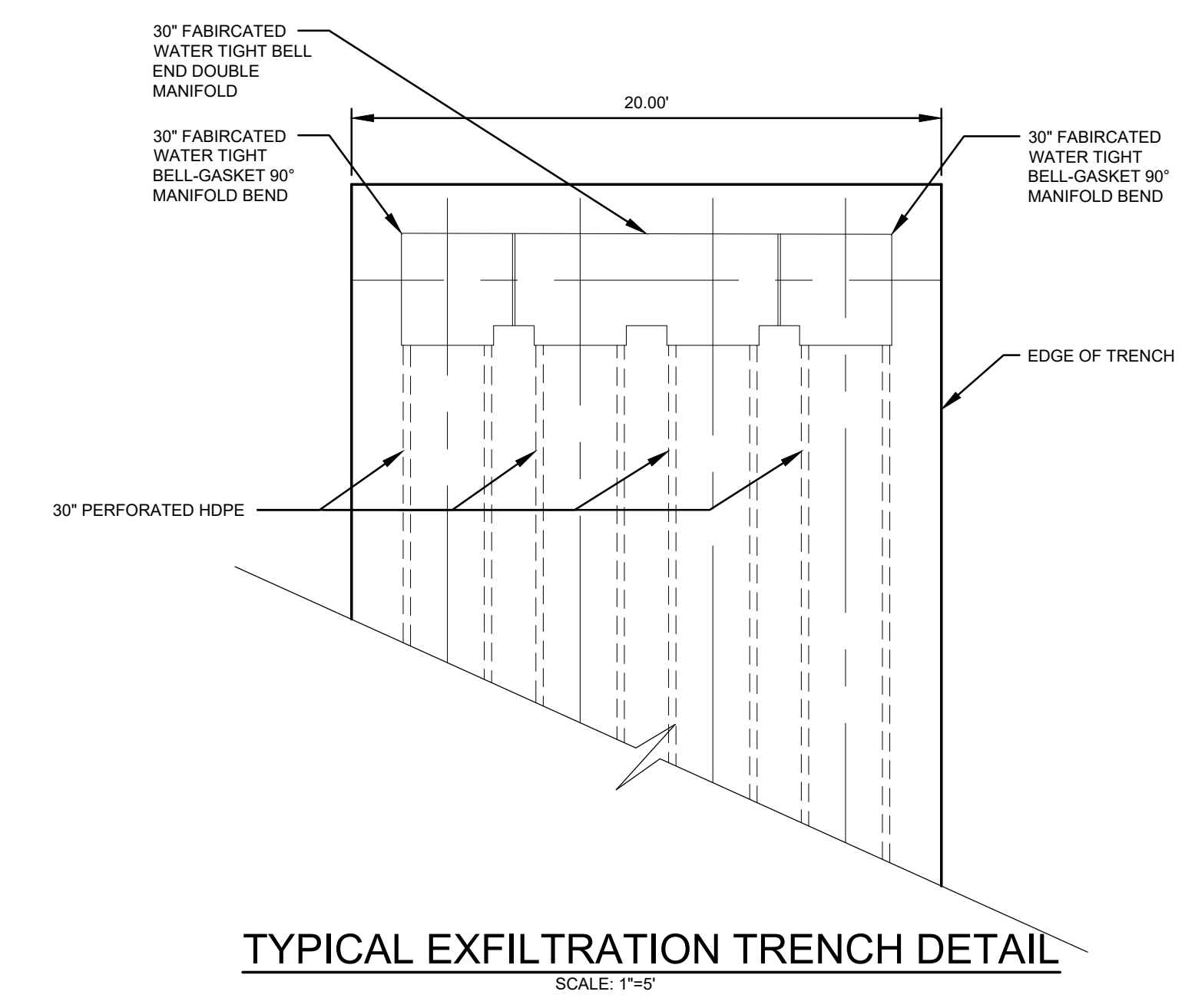
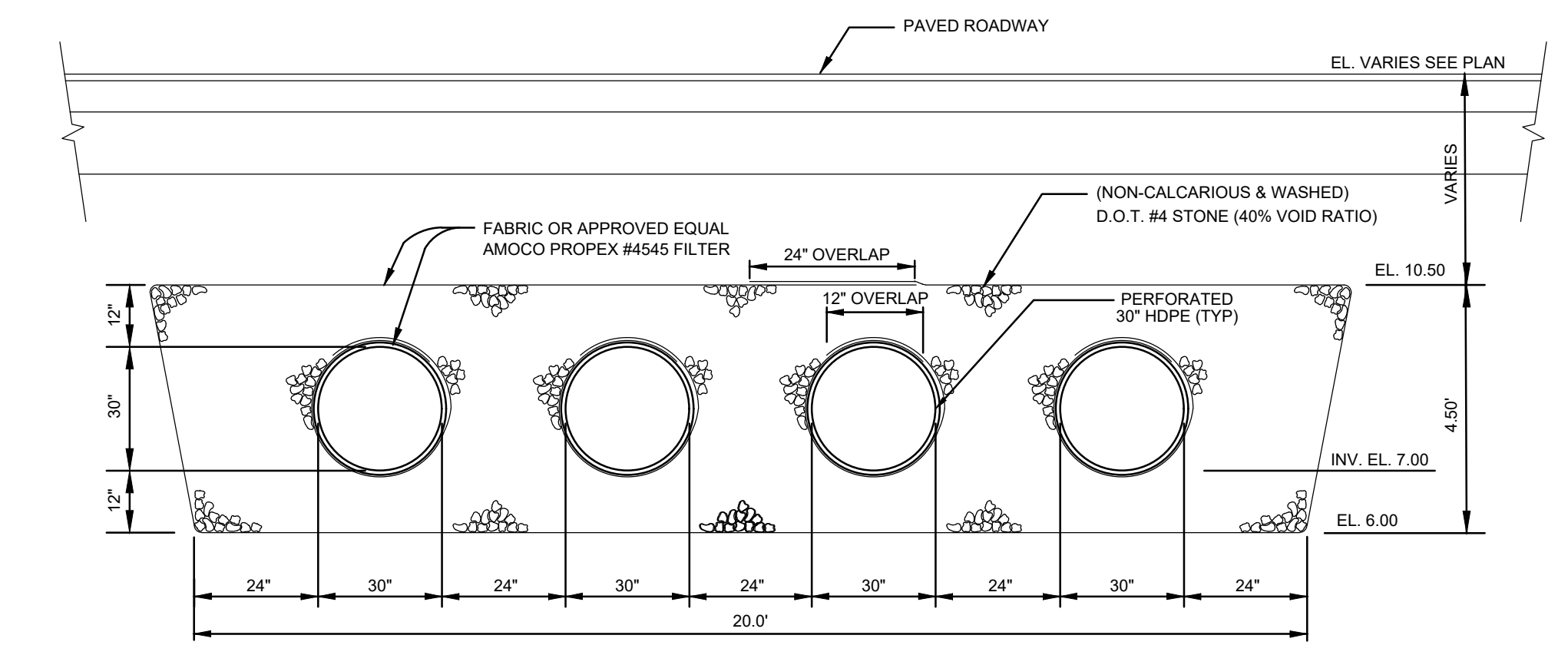
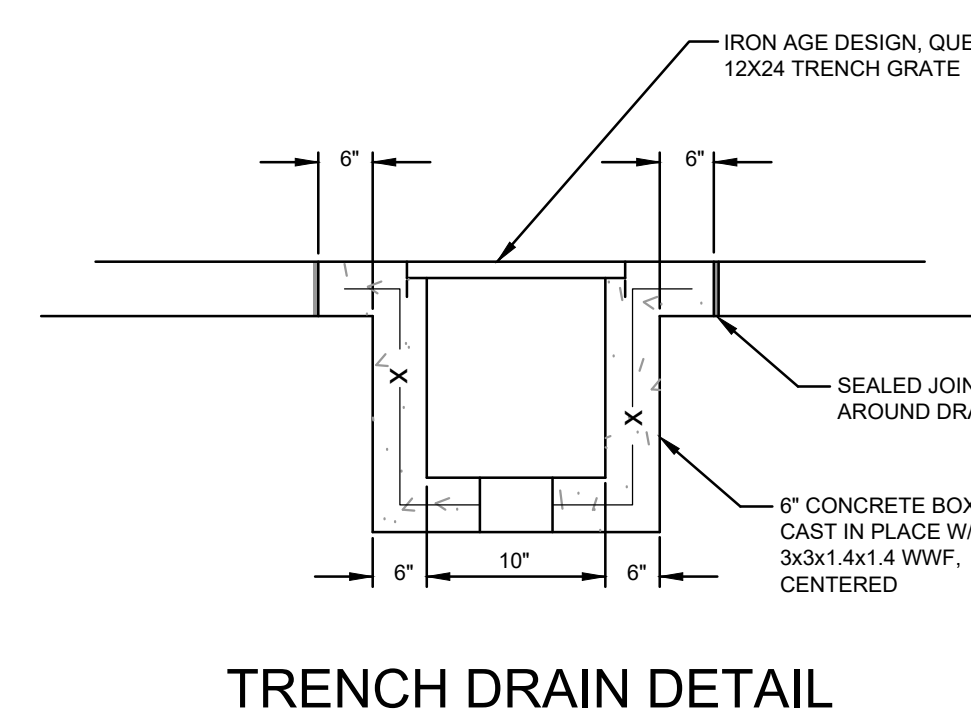
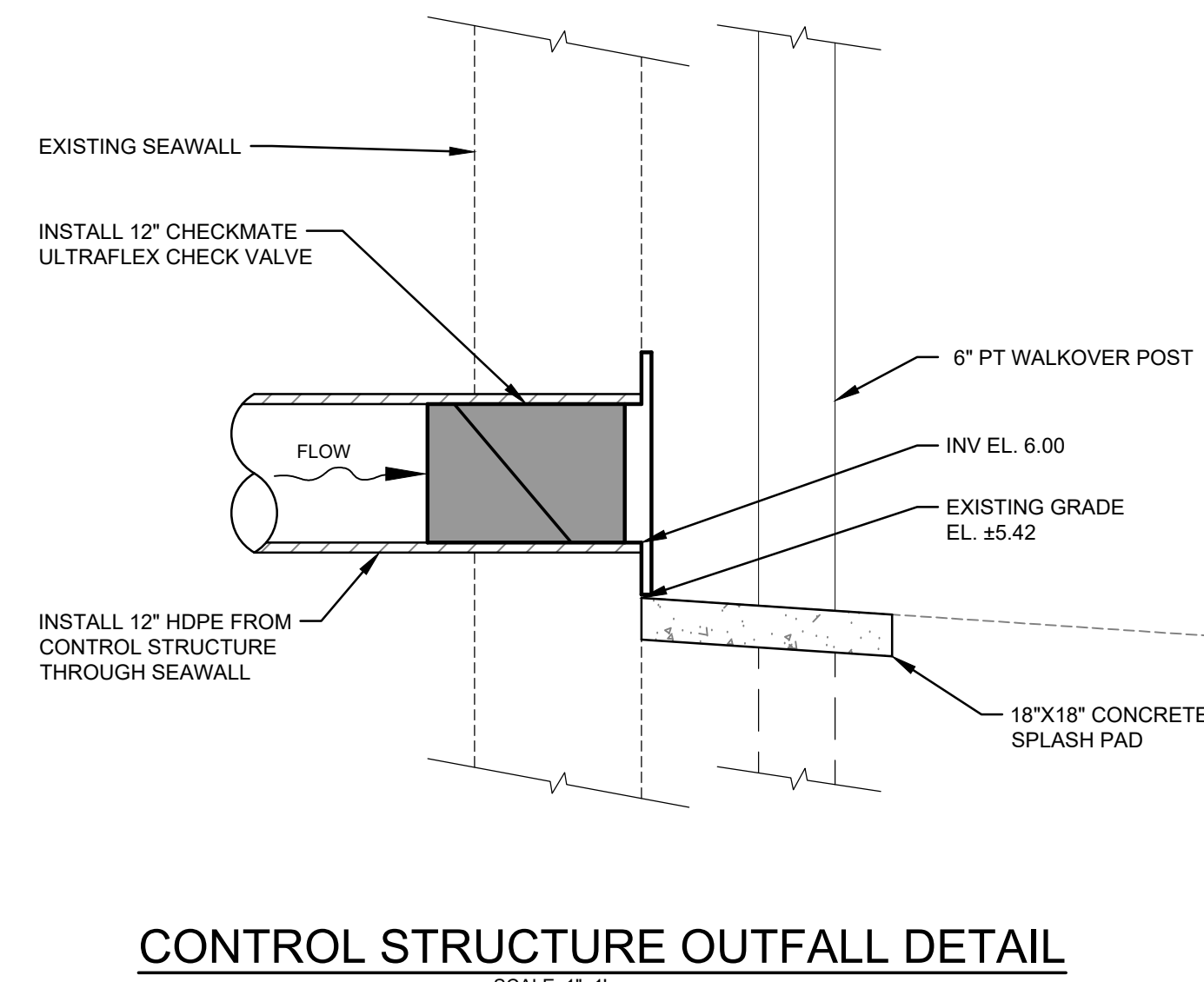
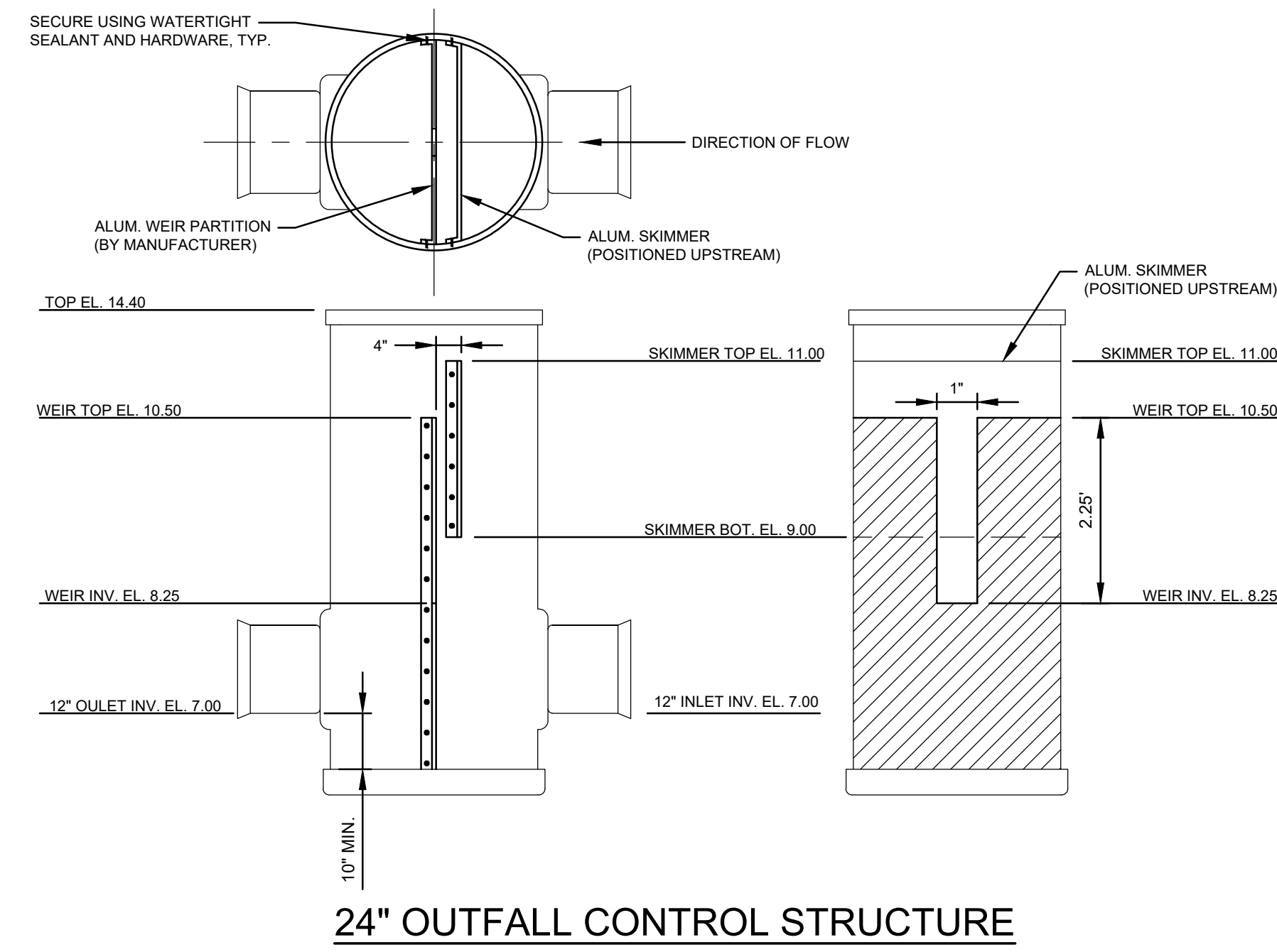
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PLAIN END
WT (INCLUDES 3 GASKETS)

ADS
Advanced Drainage Systems, Inc.

DRAWING #	2425A
DRAWN BY	NJP
APPROVED BY	CSH
REVISIONS	NJP

**DECK DRAIN AND PERIMETER DRAIN
TRENCH FITTINGS**



NYLOPLAST INLINE DRAIN WITH STANDARD GRATE

NO.	DATE	APPR.	REVISION
1	12/22/23	JHH	REVISED PER CITY COMMENTS DATED 12/11/23

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 WILSON BLVD., SUITE 100
PHOENIX, ARIZONA 85020-1114

CONSTRUCTION DETAILS

3411 S. ATLANTIC AVE. A CONDOMINIUM

NOT RELEASED FOR CONSTRUCTION

P.E. LIC. 48059
BUS. CERT. LIC. 7175

SCALE: AS SHOWN

DESIGNED: JHH

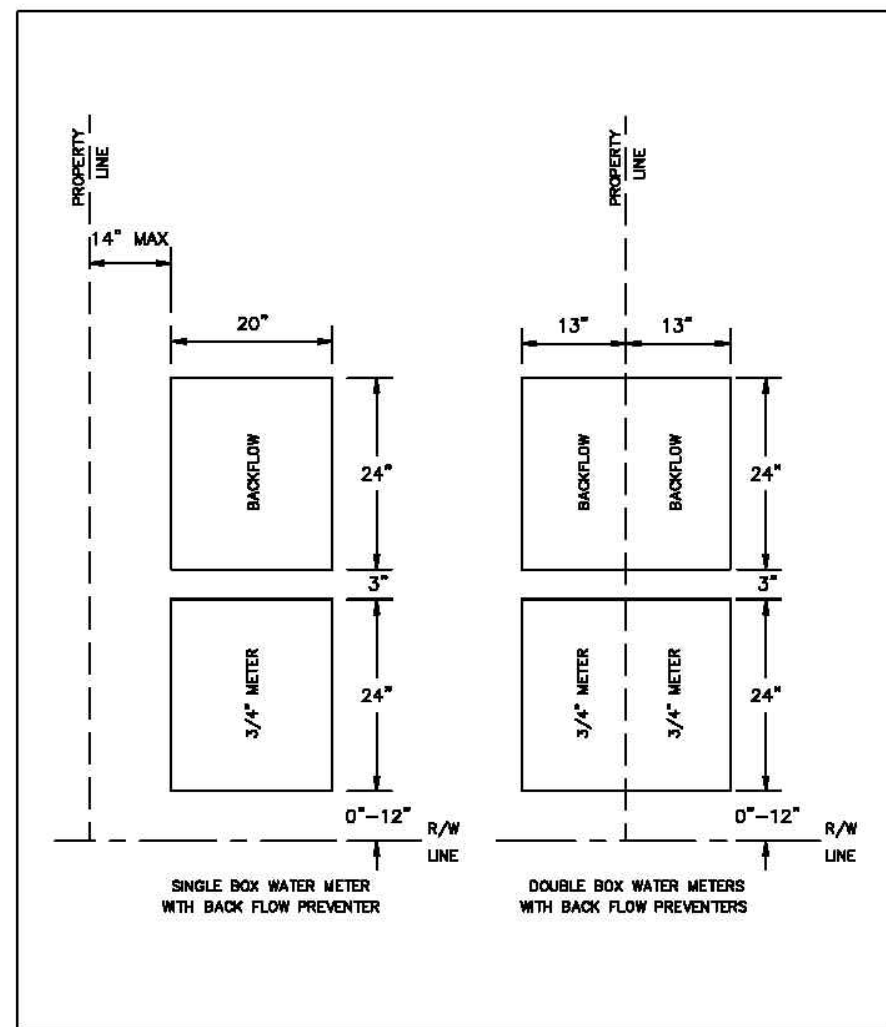
DRAWN: KMP

DATE: 7/18/24

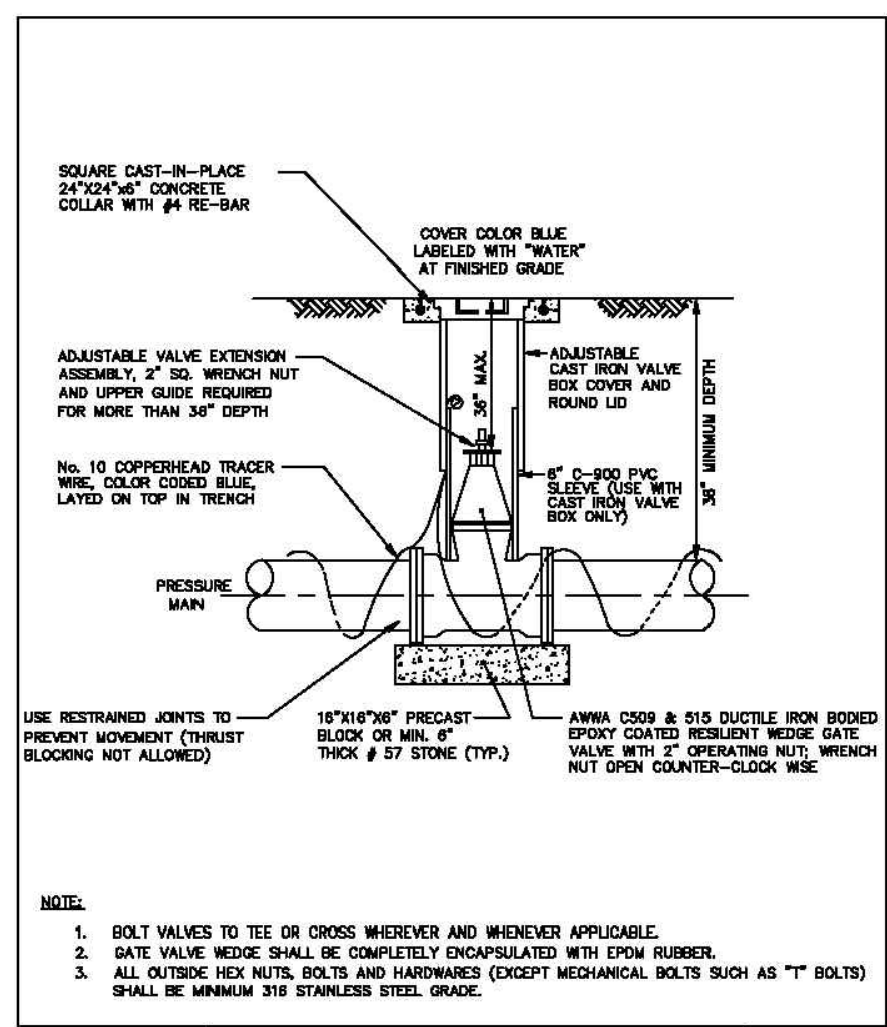
PROJECT NO. 973

973-SITE PLAN 7

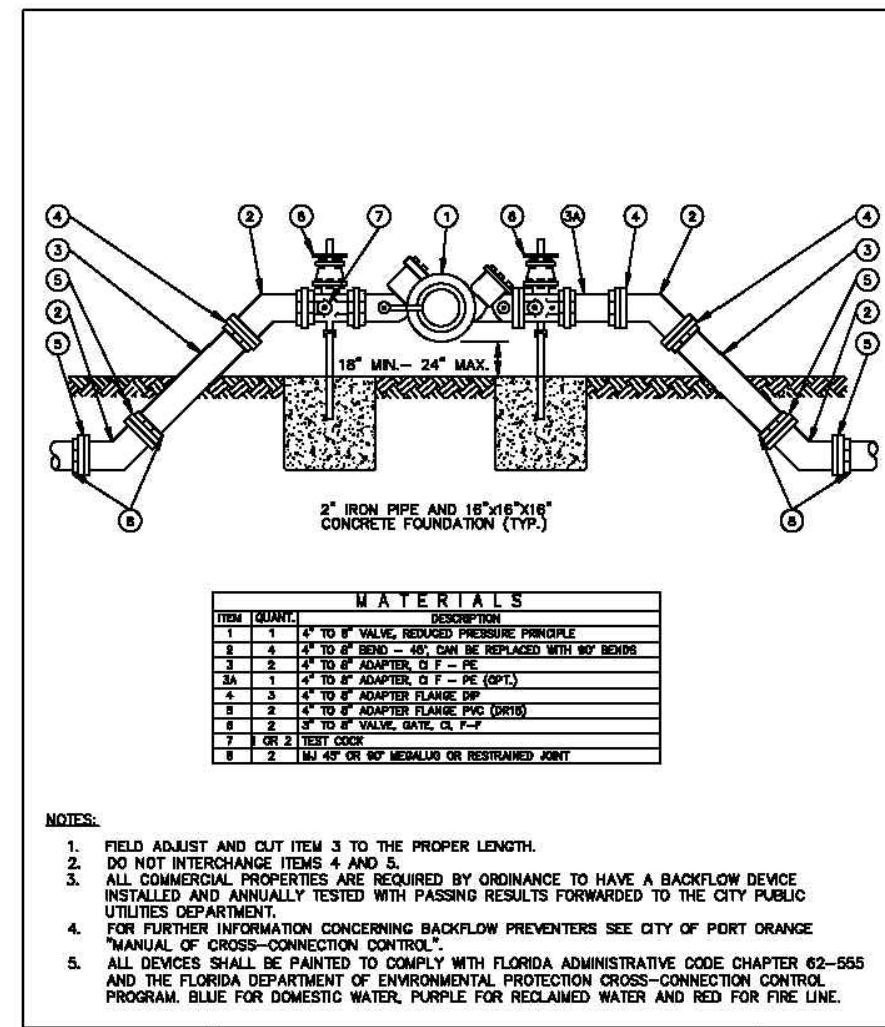
SHEET C15 OF 17



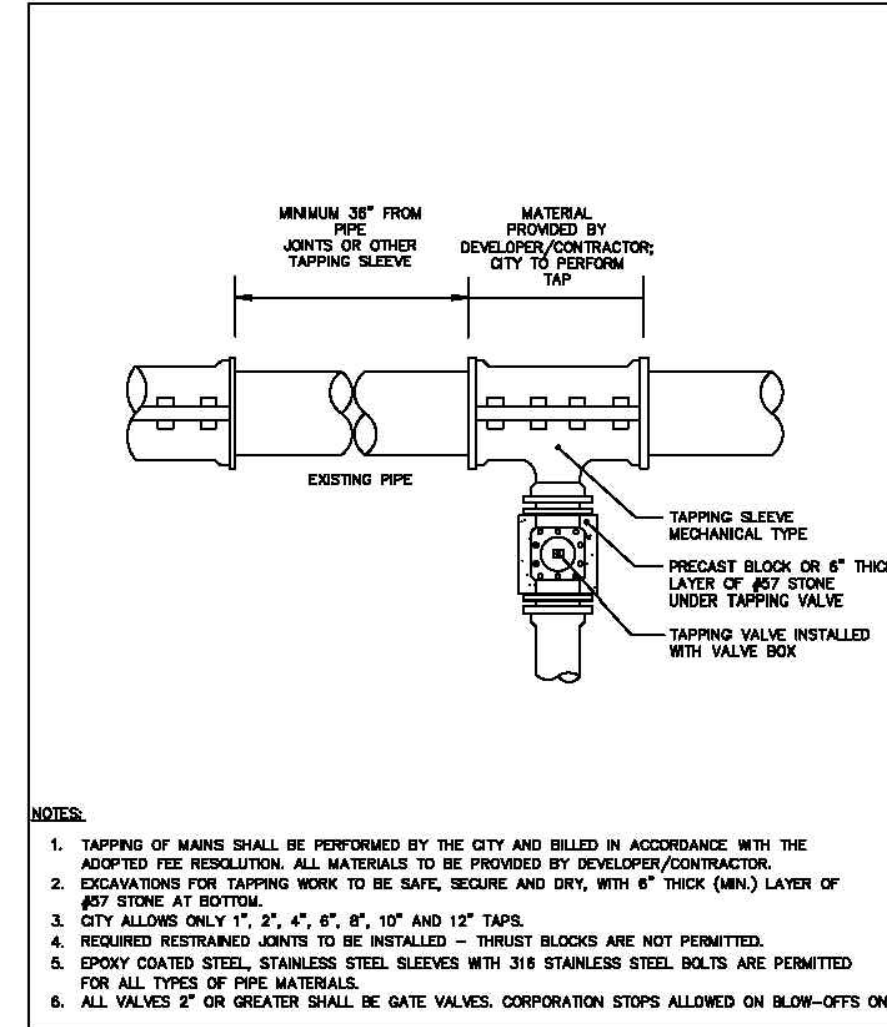
STANDARD CONSTRUCTION DETAIL
POTABLE WATER METER BOX LAYOUT
REV. 12/18
FILE NAME: W4.DWG
DETAIL REF: W-4



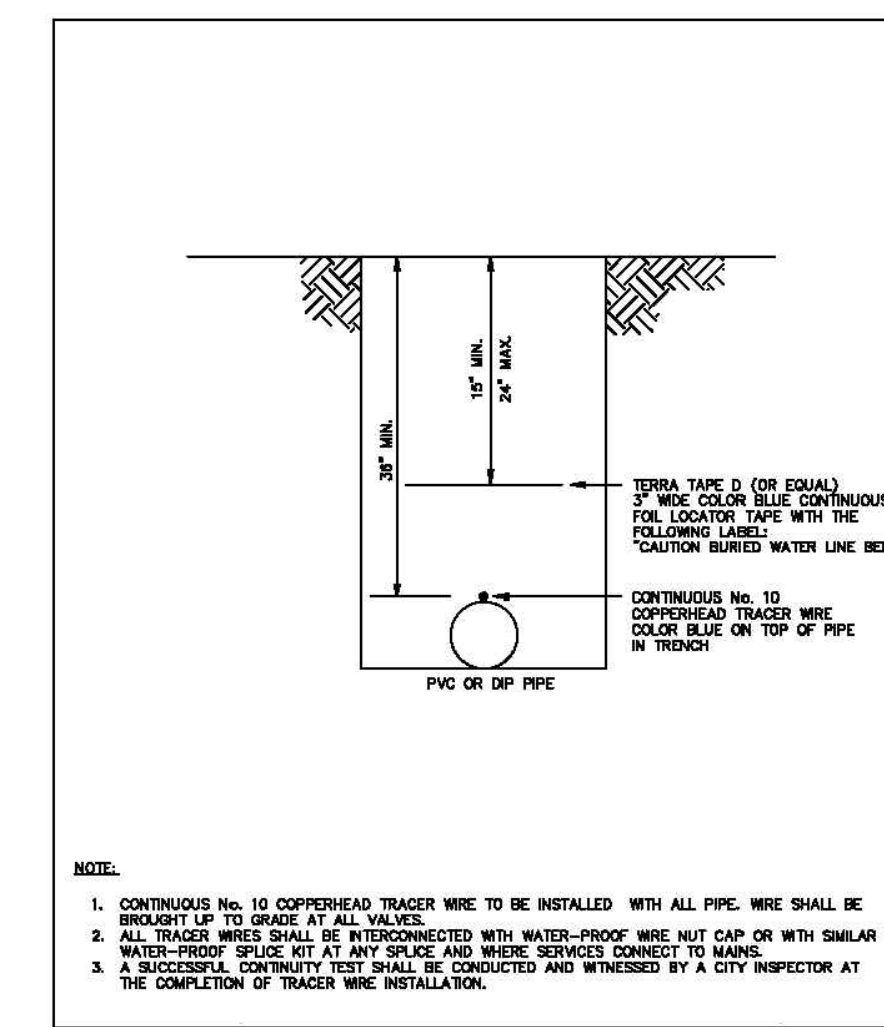
STANDARD CONSTRUCTION DETAIL
4-16" VALVE SIZE POTABLE WATER
VALVE BOX
REV. 12/18
FILE NAME: W8.DWG
DETAIL REF: W-8



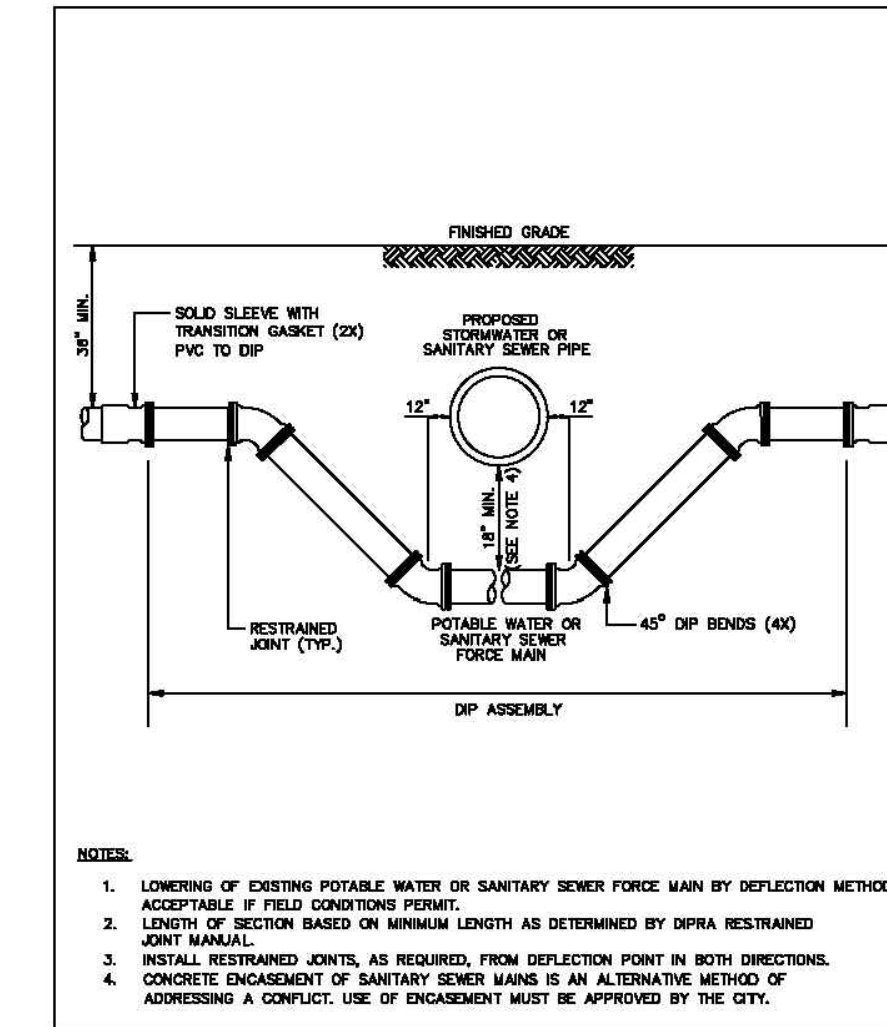
STANDARD CONSTRUCTION DETAIL
4-8" BACKFLOW PREVENTER
REDUCED PRESSURE
REV. 12/18
FILE NAME: W13.DWG
DETAIL REF: W-13



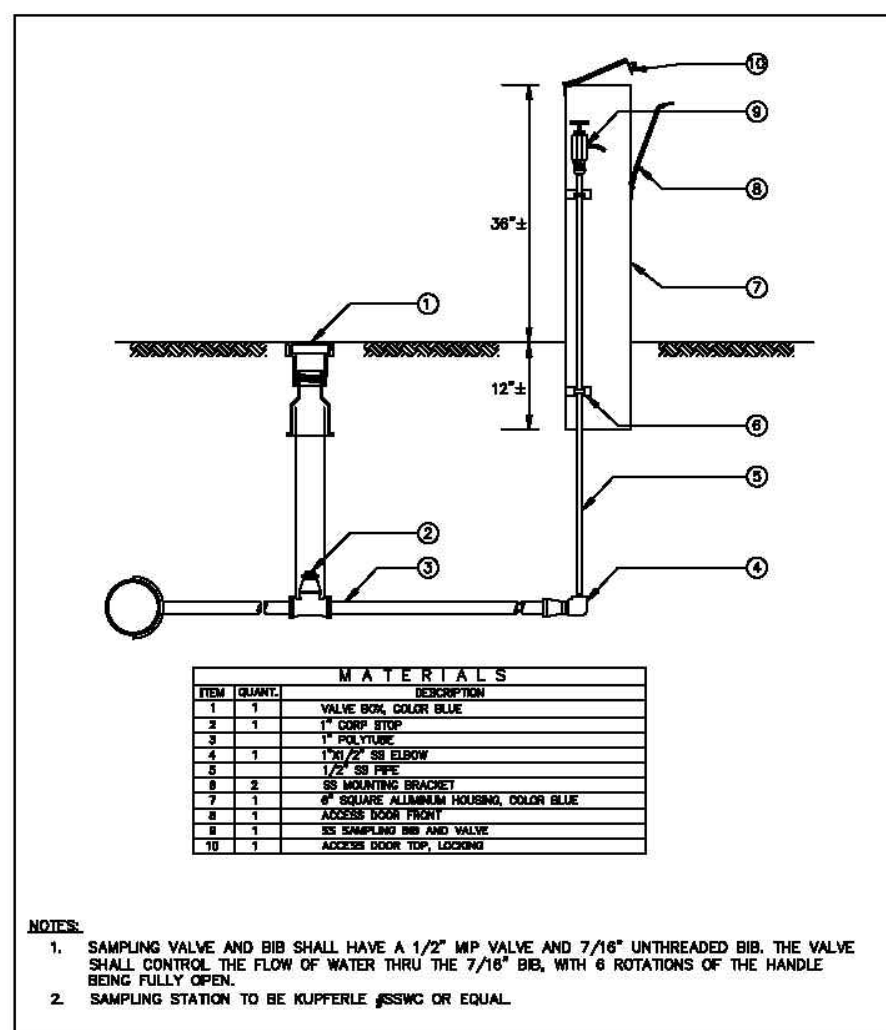
STANDARD CONSTRUCTION DETAIL
TAPPING VALVE AND SLEEVE
REV. 12/18
FILE NAME: W15.DWG
DETAIL REF: W-15



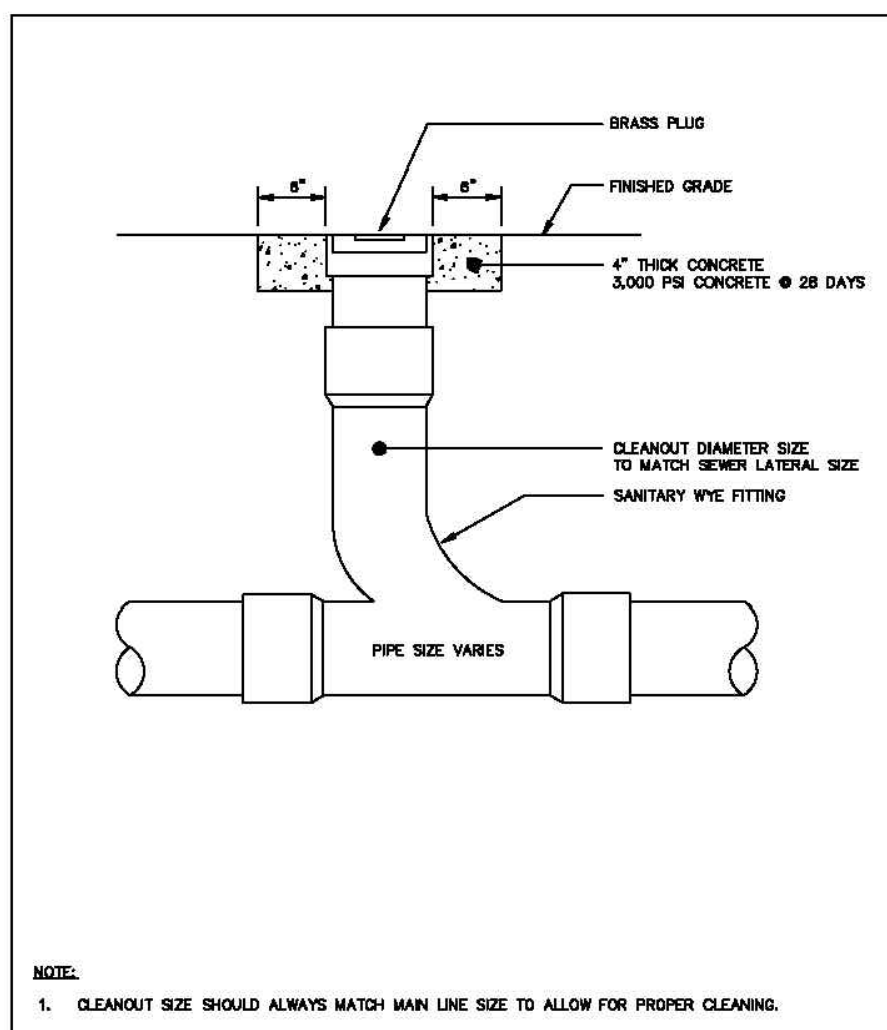
STANDARD CONSTRUCTION DETAIL
POTABLE WATER LOCATOR TAPE /
TRACER WIRE INSTALLATION
REV. 12/18
FILE NAME: W21.DWG
DETAIL REF: W-21



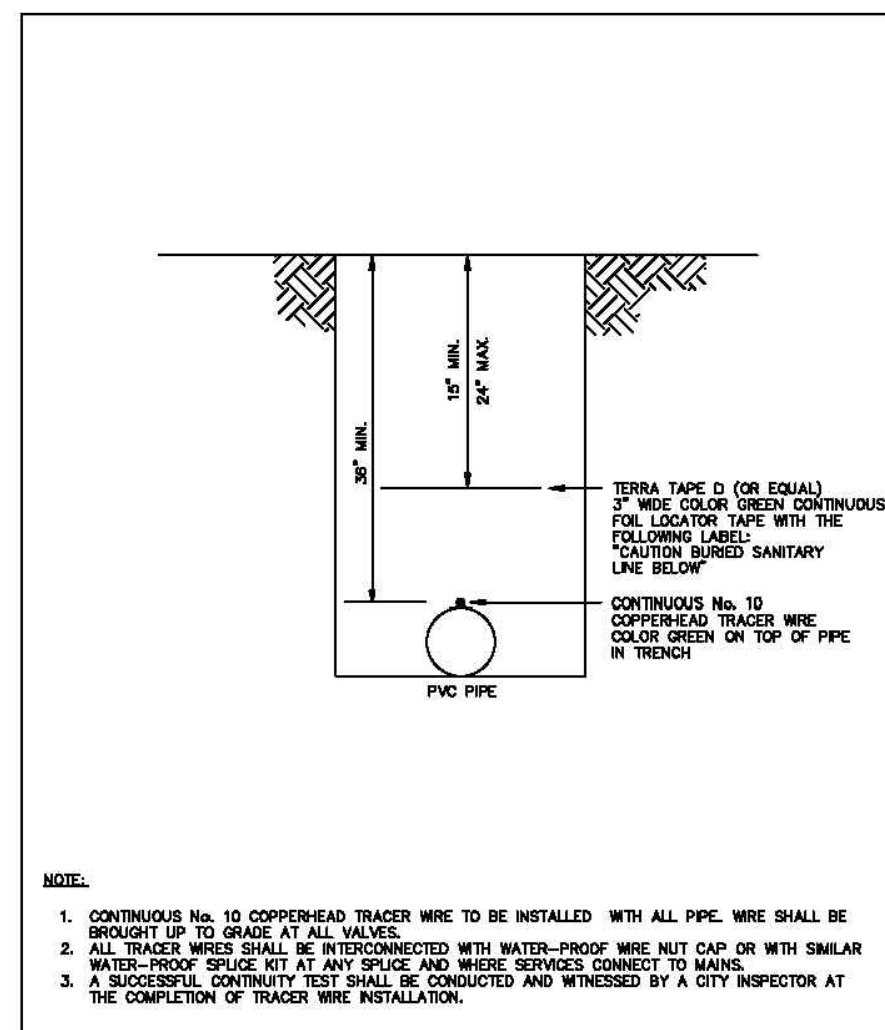
STANDARD CONSTRUCTION DETAIL
POTABLE WATER OR SANITARY SEWER
FORCE MAIN DEFLECTION
REV. 12/18
FILE NAME: W23.DWG
DETAIL REF: W-23



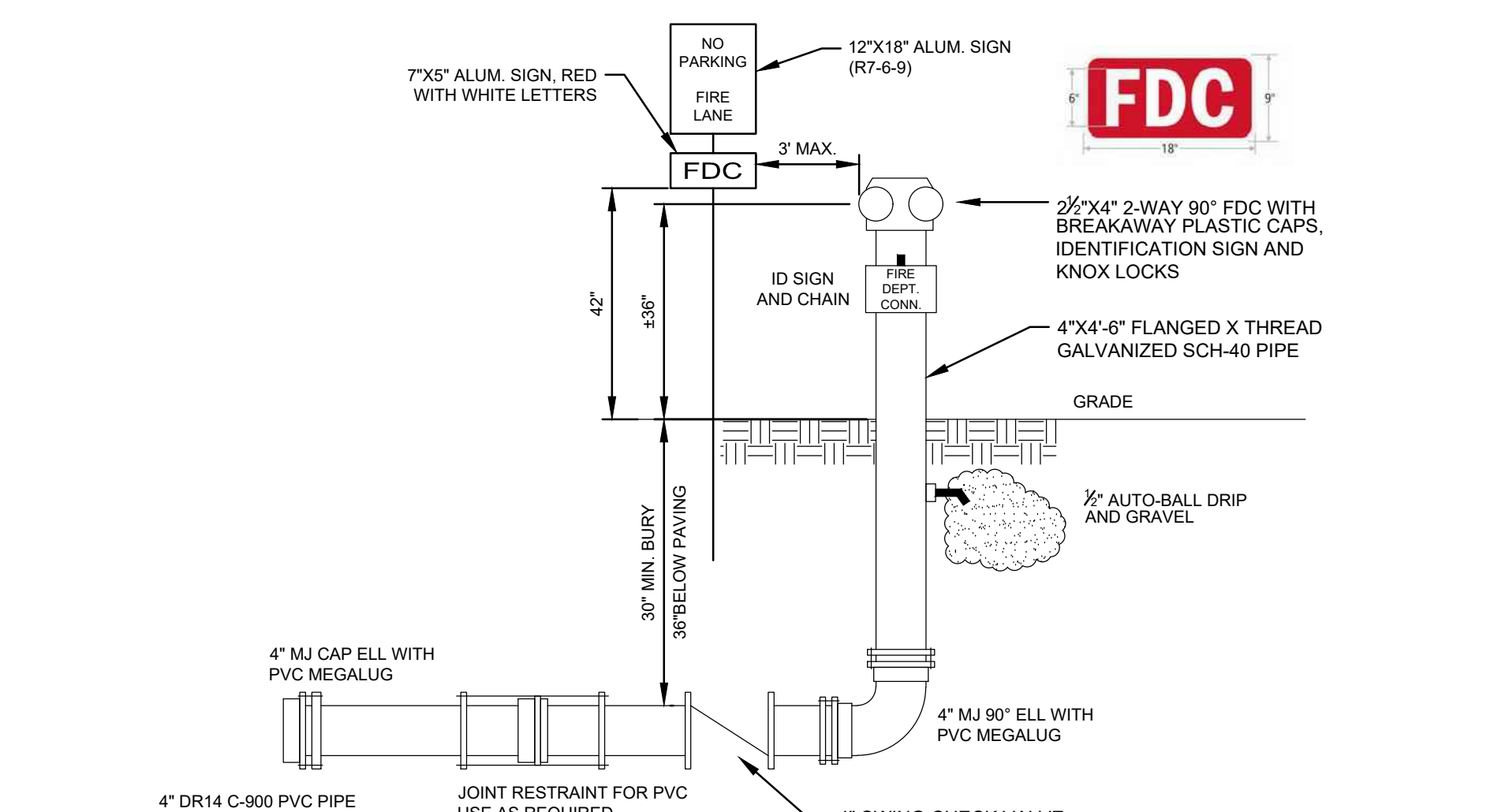
STANDARD CONSTRUCTION DETAIL
POTABLE WATER SAMPLING STATION
REV. 12/18
FILE NAME: W27.DWG
DETAIL REF: W-27



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER SERVICE CLEANOUT
REV. 12/18
FILE NAME: S12.DWG
DETAIL REF: S-12



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER LOCATOR TAPE/
TRACER WIRE INSTALLATION
REV. 12/18
FILE NAME: S14.DWG
DETAIL REF: S-14



FREE STANDING FIRE DEPARTMENT CONNECTION DETAIL
N.T.S.
GALV. PIPE TO BE TAR-COATED BELOW GRADE

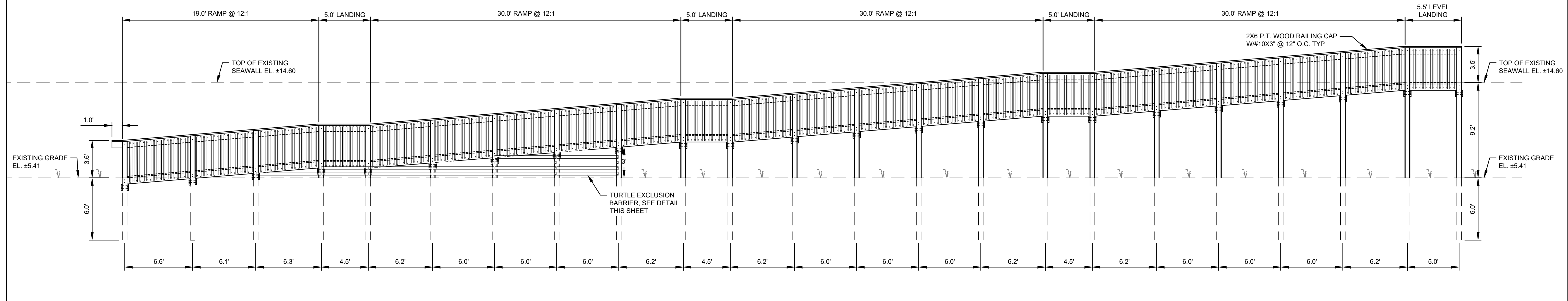
NO.	DATE	APPR.	REVISION
1	12/22/23	JHH	REVISED PER CITY COMMENTS DATED 12/11/23

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

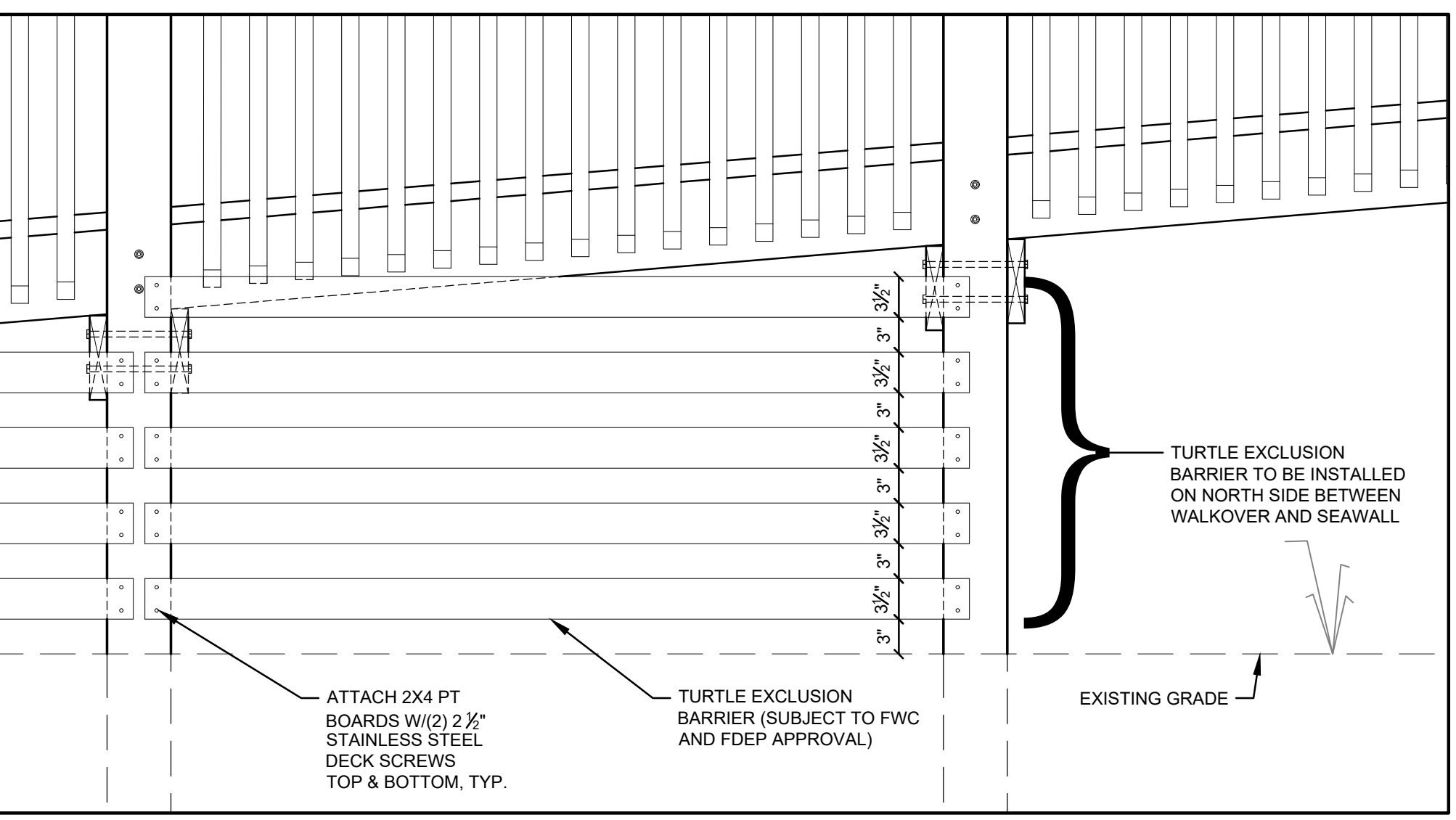
JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
1000 W. UNIVERSITY AVENUE, SUITE 1114
ORLANDO, FLORIDA 32817
PHONE: (407) 253-1661 FAX: (407) 253-1701

CONSTRUCTION DETAILS
3411 S. ATLANTIC AVE. A CONDOMINIUM
NOT RELEASED FOR CONSTRUCTION

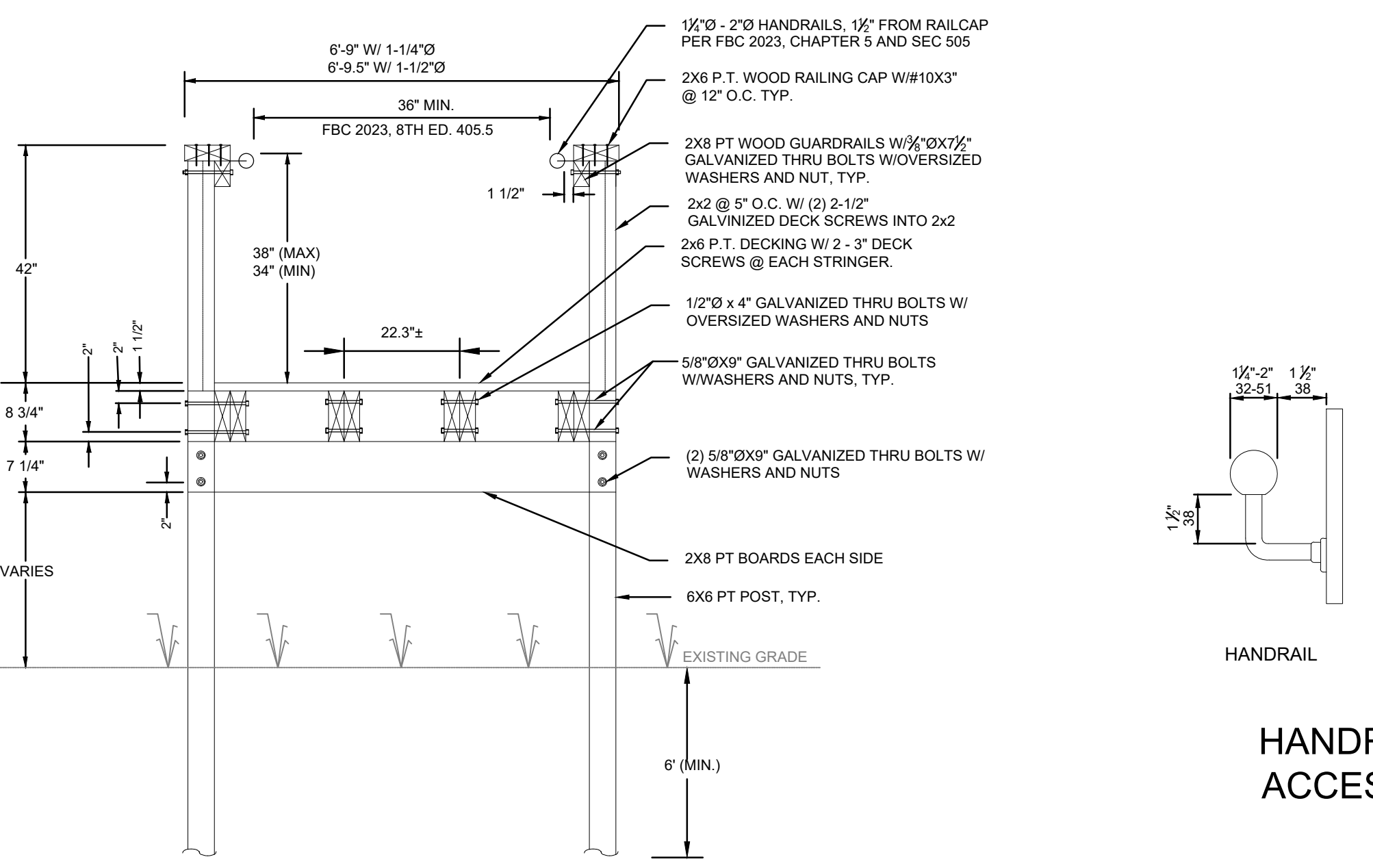
P.E. LIC. 48059 BUS. CERT. LIC. 7175
SCALE: AS SHOWN
DESIGNED: JHH
DRAWN: KMP
DATE: 7/18/24
PROJECT NO.
973
973-SITE PLAN 7
SHEET C16 OF 17



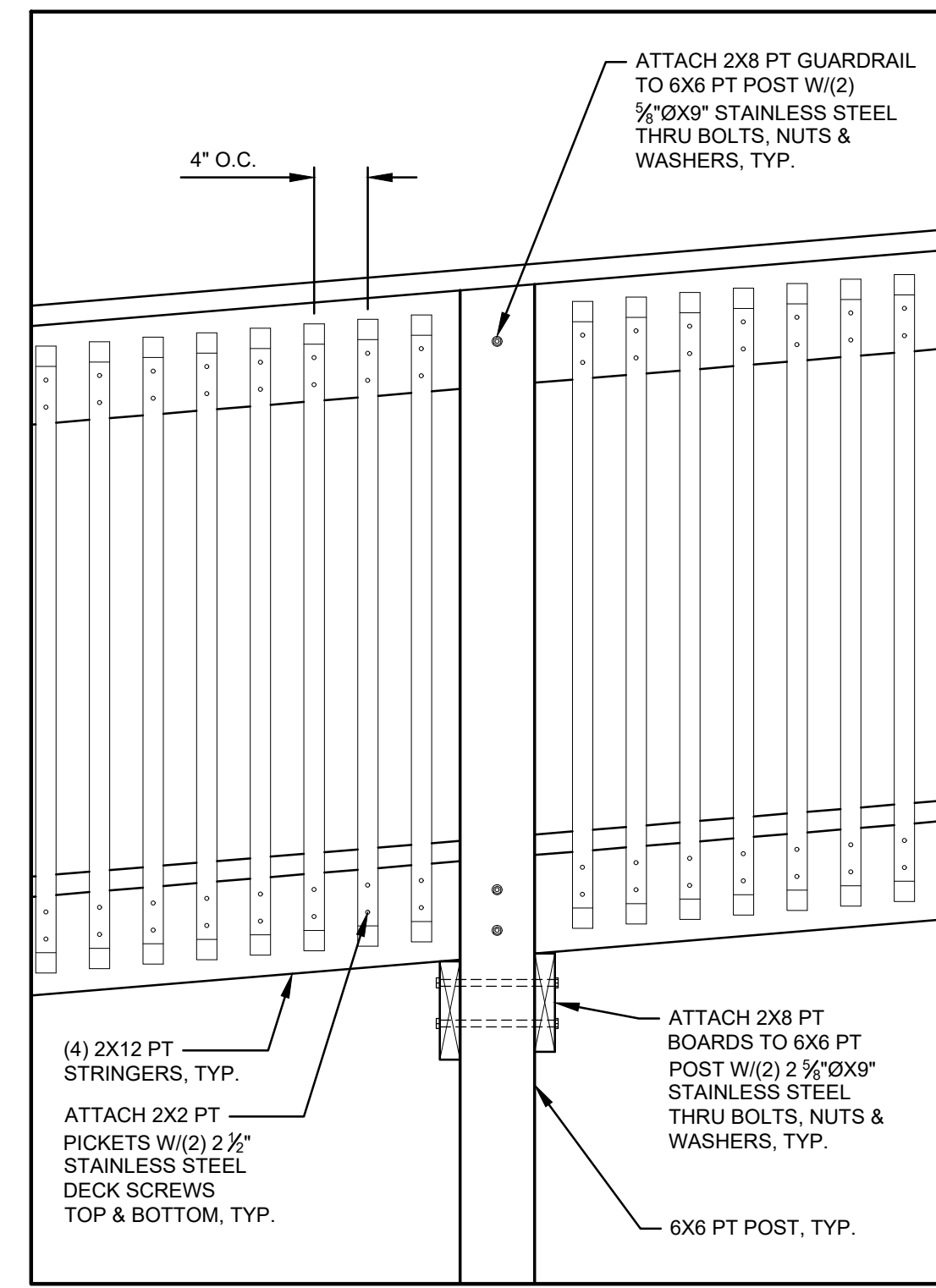
BEACH ACCESS ELEVATION
SCALE: 1"=5'



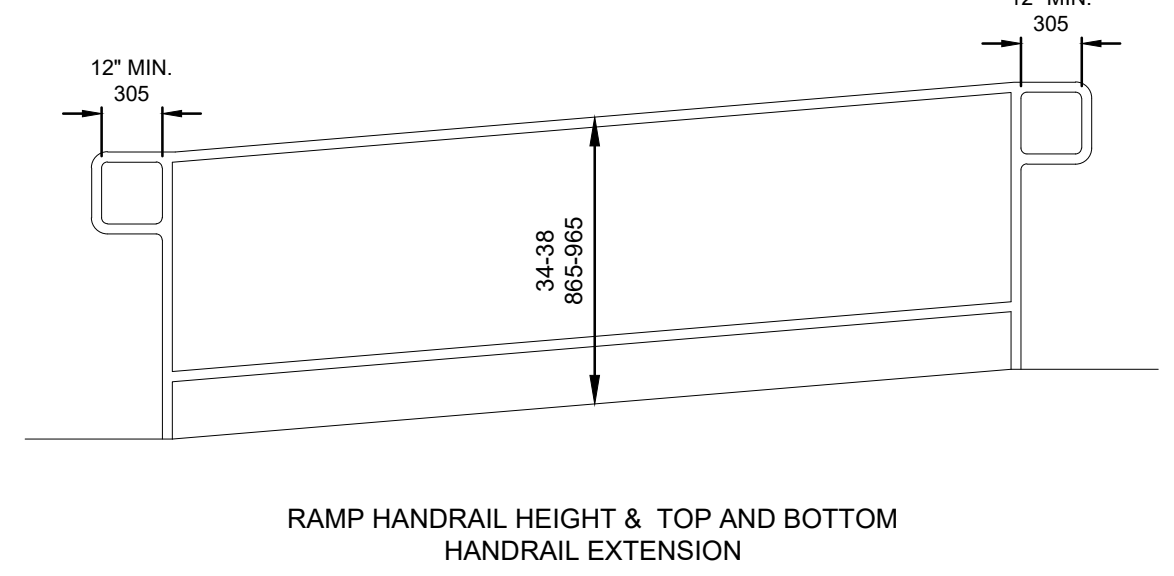
TURTLE EXCLUSION BARRIER
SCALE: 1"=1'



WALKWAY/RAMP SECTION
NOT TO SCALE

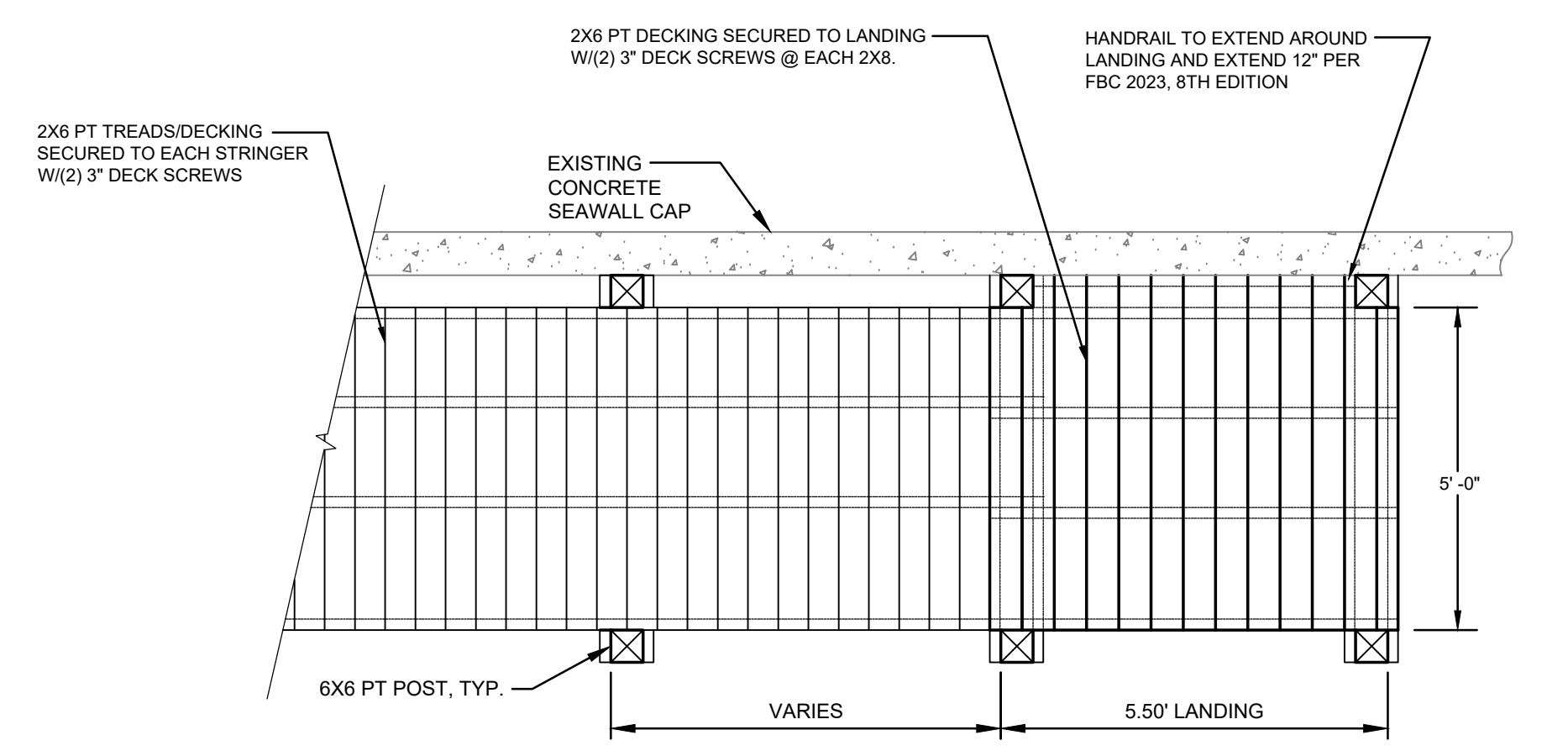


PICKET DETAIL
SCALE: 1"=1'

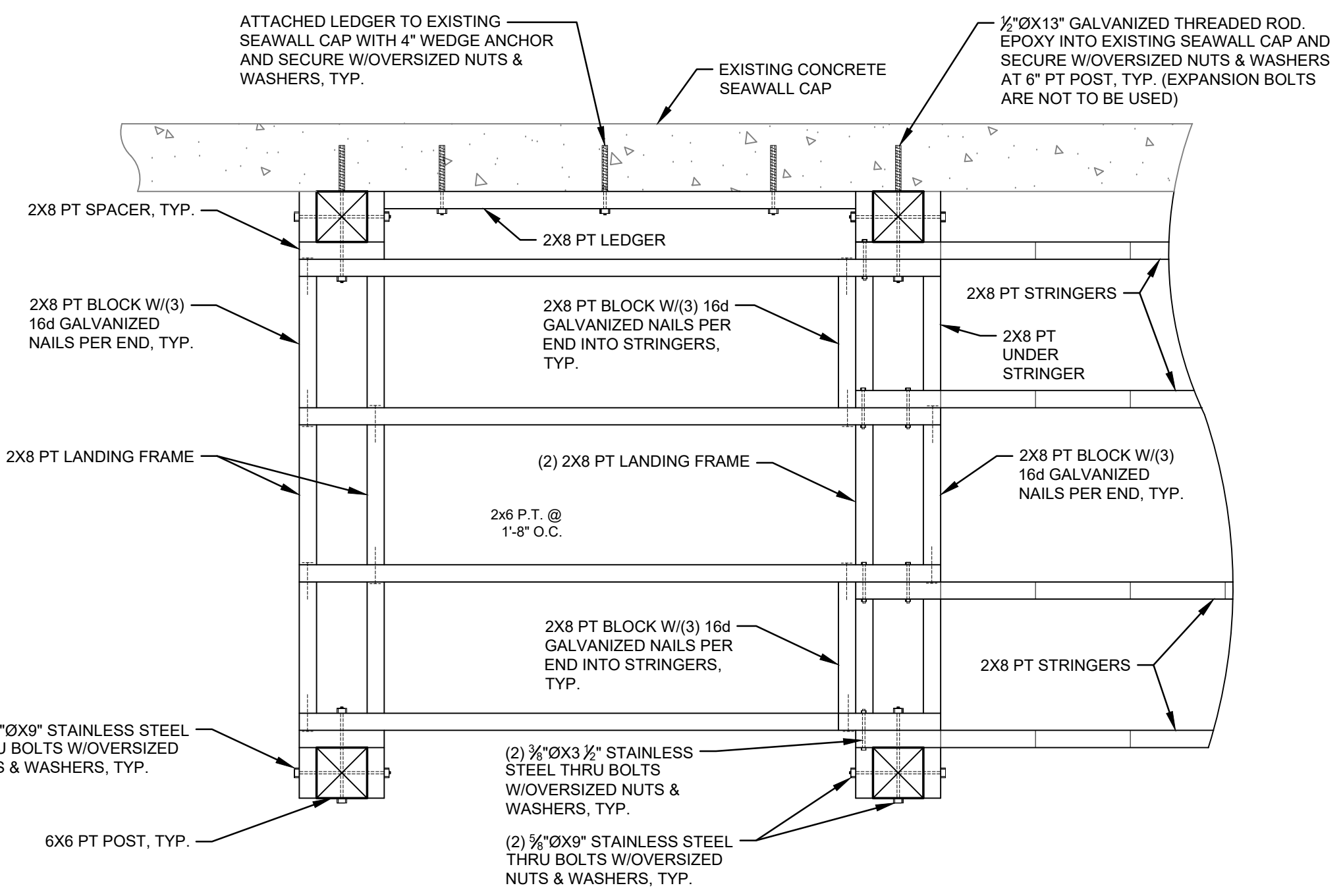


HANDRAIL REQUIREMENTS PER 2023 FBC ACCESSIBILITY CODE, 8TH EDITION 505

NOTE: ALL COMPONENTS SHALL BE ALUMINUM WITH STAINLESS STEEL BOLTS/SCREWS.



TREAD & DECK FRAMING DETAIL
SCALE: N.T.S.



FRAME DETAIL
NOT TO SCALE

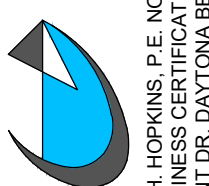
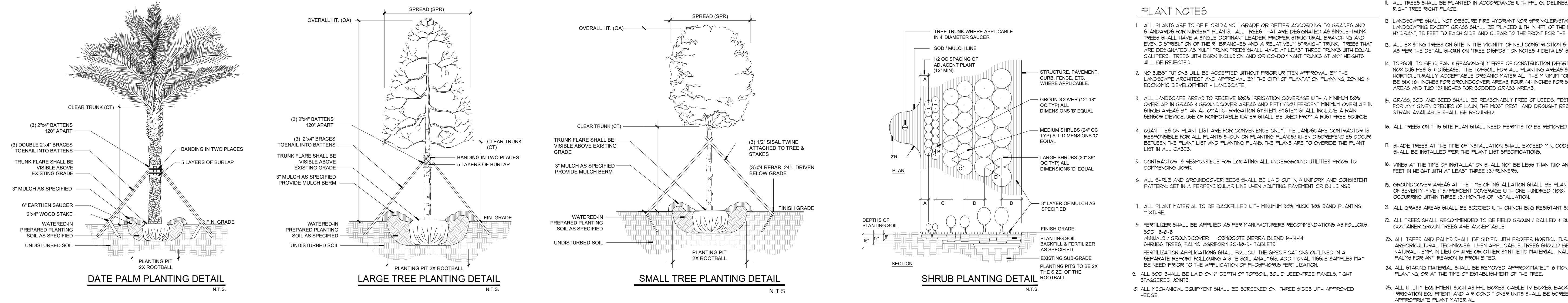
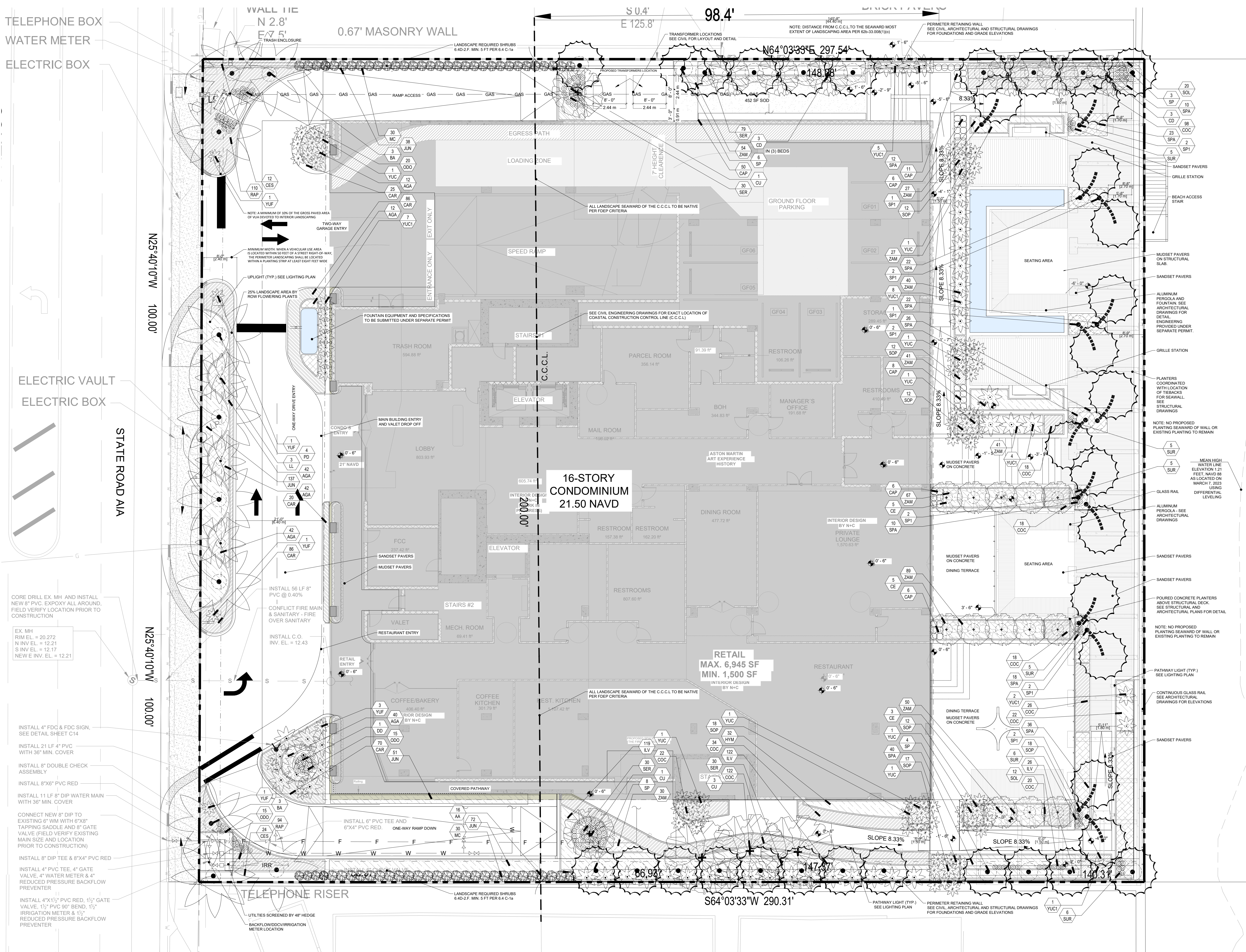
NO.	DATE	APPR.	REVISION
1	12/22/23	JHH	REVISED PER CITY COMMENTS DATED 12/11/23
THE PERFORMANCE GROUP CIVIL ENGINEERING / PLANNING / DEVELOPMENT			
 JOSEPH H. HOPKINS, P.E. NO. 48659 LICENSED BUSINESS CERTIFICATION NO. 7175 PHONE: (301) 252-1061 FAX: (301) 252-1114			
BEACH ACCESS DETAILS			
3411 S. ATLANTIC AVE A CONDOMINIUM			
NOT RELEASED FOR CONSTRUCTION			
P.E. LIC. 48659 BUS. CERT. LIC. 7175			
SCALE:	1"=20'		
DESIGNED:	JHH		
DRAWN:	KMP		
DATE:	7/18/24		
PROJECT NO.			
973			
973-SITE PLAN 7			
SHEET	C17 OF 17		

Exhibit K

Landscape Plans



- PLANT NOTES**
1. ALL TREES SHALL BE PLANTED IN ACCORDANCE WITH FPL GUIDELINES. REFER TO FPL RIGHT TREE ROOT PLACEMENT.
 2. LANDSCAPE SHALL NOT EXPOSE FIRE HAZARD NOR DRINKING WATER SUPPLY LINES. NO LANDSCAPING EXCEPT GRASS SHALL BE PLACED WITHIN 4 FT. OF THE NEAR OF THE HAZARD. 18 FEET TO EACH SIDE AND CLEAR TO THE FRONT FOR THE SAME DISTANCES.
 3. ALL EXISTING TREES SHALL BE IN THE COUNTRY OF NEW CONSTRUCTION SHALL BE PROTECTED AS PER THE DETAIL SHOWN ON TREE DISPOSITION NOTES 4 DETAILS SHEET L-D-1.
 4. TOPSOIL TO BE CLEAN & REASONABLY FREE OF CONSTRUCTION DEBRIS, WEEDS, ROCKS & NODDLES. PEETS & DISEASE. THE TOPSOIL FOR ALL PLANTING AREAS SHALL BE APPLIED HORIZONTAL TO THE PLANTING AREA. ACCEPTABLE ORGANIC MATERIAL. THE MINIMUM TOPSOIL DEPTH SHALL BE 6" (4" INCHES FOR GROUNDCOVER AREAS FOUR (4) INCHES FOR BEEDED GRASS AREAS AND 12" (12" INCHES FOR SOCCER GRASS AREAS).
 5. GRASS, SOIL & DEED SHALL BE REASONABLY FREE OF WEEDS, PEETS & DISEASE. FOR ANY GIVEN SPECIES OF GRASS, THE MOST PEST AND DROUGHT RESISTANT VARIETY OR STRAIN AVAILABLE SHALL BE REQUIRED.
 6. ALL TREES ON THIS SITE PLAN SHALL NOT BE REMOVED OR TRANSPORTED.
 7. SHADE TREES AT THE TIME OF INSTALLATION SHALL EXCEED 10% CODE REQUIREMENTS AND SHALL BE INSTALLED PER THE PLANT LIST SPECIFICATIONS.
 8. VINES AT THE TIME OF INSTALLATION SHALL NOT BE LESS THAN TWO (2) AND ONE-HALF (1 1/2) FEET IN HEIGHT WITH AT LEAST THREE (3) WINNERS.
 9. GROUNDCOVER AREAS AT THE TIME OF INSTALLATION SHALL BE PLANTED WITH A MINIMUM OF SEVENTY-FIVE (75) PERCENT COVERAGE WITH ONE HUNDRED (100) PERCENT COVERAGE OCCURRING WITHIN THREE (3) MONTHS OF INSTALLATION.
 10. ALL GRASS AREAS SHALL BE SOCCED WITH CHINCH BUG RESISTANT SOCC.
 11. ALL TREES SHALL BE RECOMMENDED TO BE FIELD GROWN / BALLED & BURLAPPED. CONTAINER GROWN TREES ARE ACCEPTABLE.
 12. ALL TREES AND PALMS SHALL BE GATED WITH PROPER HORTICULTURAL AND ARBORICULTURAL TECHNIQUES WHEN APPLICABLE. TREES SHOULD BE GATED WITH ANTI-TRUNK BARK PROTECTANT AND 20-30% FOR ORNAMENTALS. FERTILIZERS AND PALMS FOR ANY REASON IS PROHIBITED.
 13. ALL EXISTING PALMS SHALL BE REMOVED APPROXIMATELY 6 MONTHS AFTER PLANTING OR AT THE TIME OF ESTABLISHMENT OF THE TREE.
 14. ALL UTILITY EQUIPMENT SUCH AS PPL BOVES, CABLE TV BOVES, BACK FLOW PREVENTERS, IRRIGATION EQUIPMENT, AND AIR CONDITIONER UNITS SHALL BE SCREENED WITH APPROPRIATE PLANT MATERIAL.
 15. ALL UTILITIES SHALL BE SCREENED.
 16. ALL UTILITIES SHALL BE SCREENED.
 17. ALL UTILITIES SHALL BE SCREENED.
 18. ALL EXISTING PLANTING BEDS, PALMS, AND TREES ON THE PROPERTY TO BE FERTILIZED 3-4 PER YEAR USING 10-10-10 AND 20-20-20 FOR ORNAMENTALS. FERTILIZERS AND PALMS FOR ANY REASON IS PROHIBITED.
 19. RECOMMENDED RATES AND METHOD OF APPLICATION 10-10-10 MAINTAINS EVEN GROWTH FOR THE LIFE SPAN. REFER TO THE MAINTENANCE CONTRACTOR TURNKEY SCHEDULE FOR ADDITIONAL DETAILS.



Plant List

SYMBOL	QUANTITY	COMMON/SCIENTIFIC NAME	SPECIFICATION	SPACING	NATIVE	BIORIGHT
TREES	13	Coconacis erioss 'Sequoia'	18" - 24" - Single leader, standard		Y	Y
CD	6	Bayonet Palm	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
CD	1	Blue Lantana Palm	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
CD	1	Sea Grape	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
CD	1	Dragee Tree	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
CD	1	Southern Yellow Maple	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
Palms	25					
BA	18	Alagappas erioss	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
BA	6	Bayonet Palm	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
CD	1	Blue Lantana Palm	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
SP	21	Sea Grape	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
SP	1	Dragee Tree	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
SP	1	Southern Yellow Maple	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
Palms	54					

STRIPES TREES AND GROUNDCOVER

SYMBOL	QUANTITY	COMMON/SCIENTIFIC NAME	SPECIFICATION	SPACING	NATIVE	BIORIGHT
TALL GRASS	27	Coconacis erioss	18" - 24" - Single leader, standard		Y	Y
MEDIUM GRASS	38	Coconacis erioss	18" - 24" - Single leader, standard		Y	Y
CD	18	Bayonet Palm	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
CD	1	Blue Lantana Palm	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
CD	1	Sea Grape	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
CD	1	Dragee Tree	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
CD	1	Southern Yellow Maple	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
Palms	219					
ZAM	466	Zamia	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
Palms	219					

ACCENTS

SYMBOL	QUANTITY	COMMON/SCIENTIFIC NAME	SPECIFICATION	SPACING	NATIVE	BIORIGHT
YUC	6	Yucca	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
YUC	6	Yucca	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
YUC	6	Yucca	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
YUC	6	Yucca	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
YUC	6	Yucca	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
YUC	6	Yucca	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
YUC	6	Yucca	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
YUC	6	Yucca	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
YUC	6	Yucca	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
YUC	6	Yucca	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
YUC	6	Yucca	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
YUC	6	Yucca	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
YUC	6	Yucca	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
YUC	6	Yucca	6" - 8" - 2' - 3' - 4' - 5' - 6' - 7' - 8' - 9' - 10' - 11' - 12' - 13' - 14' - 15' - 16' - 17' - 18' - 19' - 20' - 21' - 22' - 23' - 24' - 25' - 26' - 27' - 28' - 29' - 30' - 31' - 32' - 33' - 34' - 35' - 36' - 37' - 38' - 39' - 40' - 41' - 42' - 43' - 44' - 45' - 46' - 47' - 48' - 49' - 50'		Y	Y
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Exhibit L

Applicable Development Agreement

This Instrument Prepared By:
Robert A. Merrell III, Esq.
Cobb Cole
149 S. Ridgewood Ave, St. 700
Daytona Beach, Florida 32114

Return To:
Ms. Cheri Schwab
City Clerk
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118

SERENA BY THE SHORES
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into on the Effective Date described below, between DAYTONA BEACH SHORES LLC, a limited liability company, registered and authorized to conduct business in the State of Florida, hereinafter referred to as the "PROPERTY OWNER", and the CITY OF DAYTONA BEACH SHORES, FLORIDA, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the PROPERTY OWNER is the owner of real property located at 3411 South Atlantic Avenue, identified as Volusia County Tax Parcel Identification Number 533503010310 in Daytona Beach Shores, as further described on Exhibit "A" attached hereto (referred to from time to time as the "Property" in this Development Agreement and which is the subject of the exhibits referenced herein); and

WHEREAS, the PROPERTY OWNER and the CITY wish to enter into a Development Agreement to allow for development of the Property for residential uses; and

WHEREAS, the PROPERTY OWNER and the CITY have a great interest in the development of the property in accordance with the CITY's comprehensive plan, official zoning map and *Land Development Code* to allow for a private condominium residences with a mixed-use component; and

WHEREAS, the CITY desires to provide for the orderly development of land within the CITY in order to maintain a high quality of life for residents and businesses; and

WHEREAS, Section 163.3202, *Florida Statutes*, provides that the CITY shall adopt and enforce land development regulations for the purpose of implementing its comprehensive plan and protecting the public health, safety, and general welfare; and

WHEREAS, pursuant to the *Florida Local Government Development Agreement Act* as set forth at Sections 163.3220 through 163.3243, *Florida Statutes*, local governments are authorized to adopt, by ordinance, procedures and requirements whereby a local government may consider and enter into a development agreement with any person having a legal or equitable interest in real property located within the local government's jurisdiction and the CITY enacted Ordinance 2013-10, codified as Chapter 15, *Land Development Code*, to implement the provisions

of the referenced statutory provisions; and

WHEREAS, the lack of certainty in the approval of development can result in a waste of economic and land resources; discourage sound capital improvement planning and financing; escalate the cost of housing and development; and discourage commitment to comprehensive planning and the CITY and the PROPERTY OWNER desire to engage in sound and long range planning with regard to the Property in a manner that protects the investment backed expectations and rights of the PROPERTY OWNER while providing for an array of benefits to the citizens of the CITY; and

WHEREAS, development agreements entered into pursuant to the *Florida Local Government Development Agreement Act*, strengthen the public planning process, encourage sound capital improvement, planning and financing; assist in assuring that there are adequate capital facilities to support development; encourage private participation in comprehensive planning; and reduce the economic cost of a development by providing assurances to a developer that, upon receipt of a development permit, the developer may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement; and

WHEREAS, development agreements are contracts negotiated between project proponents and public agencies that govern the land uses that may be allowed in a particular project and, although subject to negotiation, allowable land uses must be consistent with the local planning policies formulated by the legislative body (the CITY's City Commission) through its general plan, and consistent with any applicable specific plan; and

WHEREAS, neither the PROPERTY OWNER nor the CITY, as the local government with land use regulatory authority over lands located within the CITY, is required to enter into a development agreement and, when entered, the allowable land uses and other terms and conditions of approval are negotiated between the parties, subject to the CITY's ultimate approval, but while a development agreement must advance the CITY's local planning policies, it may also contain provisions that vary from otherwise applicable zoning standards and land use requirements; and

WHEREAS, development agreements are, essentially, a planning tool that allows public agencies greater latitude to advance local planning policies, sometimes in new and creative ways and, as such, development agreements may be viewed as an alternative to the traditional development approval process which, in practice, it is commonly used in conjunction with; and

WHEREAS, the City Commission of the CITY finds it is in the best interest and welfare of the citizens of the CITY to approve this Development Agreement with the terms and conditions set forth herein; and

WHEREAS, the City Commission of the CITY has determined that the terms and conditions of this Development Agreement are in the best interests of the public health, safety and welfare of the citizens of the CITY and provide for specific public benefits; and

WHEREAS, the City Commission of the CITY hereby finds and concludes that the provisions of this Development Agreement are consistent with the CITY's *Comprehensive Plan* and will result in the provision of enhanced economic development within the City and is

consistent with the general purpose and intent of the land development regulations of the CITY and no amendments are required to the CITY's *Comprehensive Plan* or land development regulations in order to approve the development set forth in this Development Agreement; and

WHEREAS, the City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, this Ordinance is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City Daytona Beach Shores*.

NOW, THEREFORE, in consideration of the foregoing, and the premises and the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties the PROPERTY OWNER and CITY agree as follows:

SECTION 1. RECITALS/FINDINGS.

a) The recitals, set forth above, are true and correct and form a material part of this Development Agreement upon which the parties have relied.

b) The findings, set forth above, are, and constitute, the administrative and quasi-judicial findings of the City Commission of the CITY and form a material part of this Development Agreement upon which the parties have relied.

SECTION 2. PREMISES.

a) The property subject to this Agreement consists of approximately 1.04 +/- acres of developable area within the real property and is described in Exhibit "A", attached hereto and by reference made a part hereof.

b) The legal entity having legal or equitable ownership of the premises is the PROPERTY OWNER.

SECTION 3. DEVELOPMENT STANDARDS.

1. Development Criteria. The Property shall be developed in accordance with the City's Land Development Code (LDC), and the terms and provisions set forth in this Agreement. In the event of a conflict between this Agreement and the LDC or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDC or other City ordinance shall control.

a) The overall Property shall be developed in accordance with the following standards, as depicted in Exhibit B and C, contained herein:

Development Criteria	Approved Standard
1. Density	86 Units, with density measured to the Mean High Water Line
2. Retail/Restaurant/Commercial Intensity (accessory)	Maximum of 6,945 square feet plus 9,475 square feet Beach Club.
3. Building Height	16 stories, plus two floors of parking structure (which may include a mezzanine level), and one additional sub-grade floor of parking
4. Loading Zone	Minimum of 1 stall
5. Breezeway Corridor	Development shall meet a maximum of 83% (approximately 165.5' in width) of the permitted North/South Building Width coverage.
6. North South Building Width	The breezeway/visual corridor length shall be waived pursuant to this Agreement.
7. Maximum Lot Coverage	60%, Maximum Lot Coverage - the requirement for a maximum lot coverage shall be waived pursuant to this Agreement.
8. Green Space	20% overall, 30% front yard
9. Minimum Setbacks	Front: 30 ft, Porte Cocheres 18 ft. Rear (Oceanfront): Primary Structure 50 ft. Side (North): 15 ft. Side (South): 20 ft.
10. Parking	133 Spaces to be shared across Property
11. Landscape buffer	AIA: 5 ft. North: 1' ft. South: 5 ft.

*Lot area to be measured to the mean high-water line on the Property.

- b) Permitted Uses: Permitted uses for the Property shall include the following Multi-family Residential, Parking Garage Use, and customary accessory uses for Multi-family Residential, including but not limited to restaurants, coffee shop, bakery, bars, conference and convention space, pool side structures, spas and health services, and related resort amenities, along with supporting retail or commercial services that do not exceed the intensity limitations set forth above. An activated roof is permitted to include passive green areas for residents.
- c) Parking:
- a. In the event that structured parking (defined as parking within a structure below, at or above grade in a manner such that vehicles are not visible from the public street, and potentially including car lifts) is developed on the property, including the provision of parking levels associated with the residential development that exceeds two levels, such parking shall not be required to provide additional parking or landscaping beyond standard code requirements, regardless of

- structure height. This provision shall control over the language set forth in Section 14-18 of the City's Land Development Code.
- b. Development of the site shall include the provision of a minimum of 133 parking spaces to support the proposed development. This provision shall control over the language set forth in Section 14-48.6 of the City's Land Development Code. Multifamily residential development shall provide a minimum parking ratio of 1.0 spaces/unit.
 - c. Any portion of the Property may be used for interim parking during construction of the necessary parking facilities designed to meet the requirements of the LDC, as modified herein.
 - d) **Public Beach Access:** Development of the site shall include a seven-foot dedicated concrete public walkway from S. Atlantic Avenue to the beach, together with a connecting wooden beach access dune walkover. The public beach access shall be depicted on the site plan and shall be a condition of regular site plan approval. This beach access shall be dedicated to the City in the form of an easement with all maintenance and replacement responsibilities to be borne by the developer. In lieu of construction and dedication of the aforementioned public walkway and dune walkover, the developer may provide compensation to the City equal to the cost estimated to construct the public walkway and dune walkover plus the city's legal costs for the review of this transaction. The construction costs estimated shall be provided by the applicant and conducted by an estimator approved by the City.

SECTION 4. PUBLIC BENEFITS.

Numerous public benefits derive from the terms and conditions of this Development Agreement, to include:

- a) The development of the Property as set forth in this Development Agreement shall provide for additional residential opportunities within Daytona Beach Shores that will result in greater tax revenue to the City.
- b) The development will allow for the redevelopment and beautification of a currently unused property and will create a new destination center for living, dining, and entertainment to City residents (in the form of the illustrated food service area shown on the conceptual plan). The Property will include a minimum of 1,500 sq. ft. of food service area open to the public.
- c) In addition, the proposed redevelopment of the Property is consistent with several of the Goals, Policies and Objectives of the Comprehensive Plan, as outlined below. This agreement will allow development of the property to allow for additional residential uses within a growing sector of the City.

GOAL 1-1: Effectively manage future development by designating appropriate areas for new growth that does not compromise environmental integrity, is responsive to market needs and is consistent with sound land planning practices.

Finding: The proposed project allows for flexibility in development on the property which has been vacant since 2005 and is located in an area for properties located in appropriate areas for urban development. The proposed project will direct additional growth to areas that have already faced development and will lessen impacts on environmentally sensitive areas.

Policy 1-2.1.1: The City shall encourage an urban design pattern in redevelopment areas, where appropriate, that will minimize travel requirements among living, working, shopping and recreation areas.

Finding: The proposed project is centered around the redevelopment of a multifamily use that will allow for residents to be located within close proximity to existing retail and commercial areas. The project will offer additional retail uses to support the proposed residents and surrounding areas through the use of a central coffee shop and food service amenity with access from the beach and with an additional beach club component greatly enhancing the available recreational and dining opportunities in the zone.

GOAL 3-1: Provide a variety of adequate housing for all present and future residents of the City of Daytona Beach Shores through cost efficient objectives, while promoting individual self-sufficiency.

Finding: The proposed project is centered around the development of a condominium development that will allow for additional residential opportunities within this sector of the City.

SECTION 5. IMPACT FEES AND PERMITTING.

a) Impact fees and other funding requirements for the project on the Property are as established by controlling law and shall be met in the normative course and processes of development.

b) All development permits normatively needed to be approved for the development of the Property shall be subject to the review and approval processes during the course of the development of the premises; provided, however, that, it is noted that no changes in land use designations or changes in zoning classifications/districts assigned to property are necessitated by the development approved for the Property.

c) Failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

SECTION 6. REASONABLE APPROVAL.

In those instances in this Development Agreement in which a party's responsiveness, compliance, approval, consent or satisfaction is required, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

SECTION 7. REMEDIES.

Each party shall have any and all remedies as permitted by law; provided, however, that the parties agree to provide for positive dialogue and communications if disputes or disagreements arise as to the interpretation or implementation of this Development Agreement.

SECTION 8. HEADINGS/CAPTIONS.

All sections and descriptive headings in this Development Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

SECTION 9. FORCE MAJEURE.

No party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 10. DEVELOPMENT AGREEMENT BINDING; RUNS WITH THE LAND.

a) This Development Agreement shall be binding upon and inure to the benefit and burden of the successors in interest, transferees and assigns of the parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Development Agreement, and that it has the legal authority to enter into this Development Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Development Agreement and bind the respective parties herein.

b) This Development Agreement touches and concerns the premises and shall run with the land and shall be binding upon and inure to the benefit and burden of the parties hereto and their respective successors and assigns.

SECTION 11. EXHIBITS.

All exhibits to this Development Agreement are hereby incorporated into this Development Agreement by this reference thereto. The exhibits included herein are hereby approved by the terms and conditions of this Development Agreement. Any changes to the exhibits shall be approved by the City Commission. A comprehensive list of the exhibits is included below:

Exhibit A: Property Legal Description and Sketch

Exhibit B: Conceptual Plan, prepared by The Performance Group.

Exhibit C: Conceptual Architectural Elevations

SECTION 12. TERMS AND CONDITIONS RELATIVE TO THE PREMISES.

a) In addition to all other covenants, obligations, duties, and responsibilities set forth herein, the PROPERTY OWNER is approved for the following development on the premises in accordance with the conceptual site plan for the development of the premises (Exhibit "B") and Conceptual Architectural Elevations (Exhibit "C") or architectural features of similar quality and integrity.

b) The development uses, including parking, and landscaping, as set forth on the conceptual site plan approved in Section 3 and Section 11 and attached as Exhibit "B" comply with the criteria for development in the applicable provision in the land development regulations of the CITY applicable to this development project on the premises as modified in this Development Agreement.

SECTION 13. DEVIATIONS GRANTED FROM CODE OF ORDINANCES.

This Development Agreement is intended to comply with the applicable provision in the land development regulations of the CITY as modified in this Development Agreement. The CITY has approved the following deviations from the standard land development regulations in association with this Development Agreement:

1. Development Criteria 4. LDC Section 14-49.9: The CITY is providing a deviation from the requirement that two loading zones for a structure over 100,000 sq. ft. in gross floor area, to allow the development to provide one loading zone.
2. Development Criteria 5. LDC Section 14-18: The LDC generally requires that certain oceanfront properties provide a breezeway/visual corridor. The CITY is granting a deviation to this requirement to waive the breezeway/visual corridor required.
3. Development Criteria 6. LDC Section 14-18: The LDC generally requires that certain oceanfront properties provide a maximum north/south building coverage standard. The CITY is granting a deviation to this requirement to provide that the development will have a modified standard for the implementation of the north south building width coverage required under the LDC for 83%.
4. Development Criteria 7. LDC Section 14-18: The CITY is providing a deviation from the maximum permitted lot coverage for the Property. The conceptual layout and development standards set forth herein provide assurance that the Property will be developed in an orderly manner that preserves open spaces and view corridors.
5. Development Criteria 8. LDC Section 14-18.4: The CITY is providing a deviation from the requirement of green area comprising 30% of the overall site area, provided that landscaping in accordance with the LDC is provided in the proposed Green Area.
6. Development Criteria 9. LDC Section 14-18: The CITY is providing a deviation from the setbacks applicable to the Property to allow for compact development within the Property and to preserve view corridors along the sides of the Property.
7. Development Criteria 9. The CITY is also providing a deviation from the requirement that structures exceeding twelve stories have a minimum setback of 40 ft., to allow for the setback program outlined herein.

8. Development Criteria 10. LDC Section 14-48.6: The CITY is providing a deviation from the standard requirements for parking for the development. The PROPERTY OWNER shall provide parking in accordance with Section 3.1.C. herein.
9. Development Criteria 11. LDC Section [REDACTED]: The CITY is providing a deviation from the required landscape buffers for the Property in order to permit a north buffer to be a minimum of 1', provided that landscaping in accordance with the LDC is provided as shown on the proposed landscape plan.
10. Development Criteria 11. LDC Section [REDACTED]: The CITY is providing a deviation from the required landscape buffer along A1A of 5', provided that landscaping in accordance with the LDC is provided as shown on the proposed landscape plan.

SECTION 14. PUBLIC RECORDS.

The PROPERTY OWNER shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and other controlling law and which have been made or received by the PROPERTY OWNER in conjunction with this Development Agreement and shall adhere to the controlling provisions of State law relating to public records.

SECTION 15. EQUAL OPPORTUNITY.

The PROPERTY OWNER agrees that it will not discriminate against any employee or applicant for employment for work relating to the services provided under this Development Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demoting or transfer; recruitment advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 16. CONFLICT OF INTEREST.

The PROPERTY OWNER agrees that it will not commit any act that would cause or create a conflict of interest as defined by Chapter 112, *Florida Statutes*, to exist or occur in the performance of its obligations pursuant to this Development Agreement with the CITY.

SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS.

In performing pursuant to this Development Agreement, the PROPERTY OWNER shall abide by all statutes, ordinances, rules, and regulations pertaining to, regulating the acts contemplated to be performed herein, including those now in effect and hereafter adopted. This provision shall include, but not be limited to, the provisions of the CITY's Comprehensive Plan, CITY's land development regulations, codes and ordinances of the CITY.

SECTION 18. NOTICES.

a) Whenever either party desires to give notice unto the other, notice may be sent to:

For the CITY:

With Copy to:

Kurt Swartzlander
City Manager
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, Florida 32118

Gretchen R. H. ("Becky") Vose, Esq.
Daytona Beach Shores City Attorney
Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, Florida 32789

For the PROPERTY OWNER:

With Copy to:

Ryan Flake
Valor Capital
400 Cleveland St.
Clearwater, Florida, 33755

Robert A. Merrell, III
Cobb Cole
149 S. Ridgewood Ave., St. 700
Daytona Beach, Florida 32114

b) Either party may change the address for notification by providing notice of such change to the other party.

SECTION 19. INTERPRETATION/APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern this Development Agreement. Any legal action necessary arising out of the Development Agreement will have its venue in Volusia County and the Development Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof. Waiver of a default shall not be deemed a waiver of any subsequent defaults. The specific provisions of this Development Agreement shall prevail over the generality of the foregoing. In any action or proceeding required to enforce or interpret the terms of this Development Agreement, venue shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 20. CONSTRUCTION OR INTERPRETATION OF THE DEVELOPMENT AGREEMENT.

This Development Agreement is the result of *bona fide* arm's length negotiations between the parties and all parties have contributed substantially and materially to the preparation of the Development Agreement. Accordingly, this Development Agreement shall not be construed or interpreted more strictly against any one (1) party than against any other party both parties having participated in the drafting of this Development Agreement. Whenever a decision is provided for herein which is to be made by the CITY, such decision must be in writing in order to be binding upon the CITY.

SECTION 21. ENTIRE DEVELOPMENT AGREEMENT/MODIFICATION.

a) This Development Agreement constitutes the complete, integrated and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, contracts or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein, except as provided in this subsection a. This Development Agreement may not be amended, changed, or modified and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith and signed by all parties to this Development Agreement.

b) If the City Commission of the CITY finds, on the basis of substantial competent evidence, that there has been a material failure to comply with the terms of this Development Agreement, this Development Agreement may be revoked or modified by the City Commission upon affording the PROPERTY OWNER administrative due process rights in accordance with controlling law.

c) A substantial modification of this Development Agreement shall, in the CITY's sole discretion, require approval by the City Commission in accordance with the procedures set forth in Chapter 15, *Land Development Code*. This Development Agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest; provided, however, that a substantial modification of this Development Agreement shall, in the City's sole discretion, require approval by the City Commission in accordance with the procedures set forth in Chapter 15, *Land Development Code*.

d) City Staff may, as an administrative adjustment reviewed and approved at the staff level, allow for modifications of up to 10% to any of the dimensional or landscaping requirements set forth herein and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented. This provision and staff authority excludes building height, density and other standards regulated by the Comprehensive Plan.

e) If State or Federal laws are enacted after the execution of this Development Agreement, which are applicable to and preclude the parties' compliance with the terms of this Development Agreement, this Development Agreement shall be modified as necessary to comply with the relevant State or Federal laws.

SECTION 22. THIRD PARTY BENEFICIARIES/TRANSFERABILITY.

a) The CITY shall not be liable to any person, firm or corporation who contracts with or provides goods or services to the PROPERTY OWNER in connection with services provided by the PROPERTY OWNER to the CITY; and there is no contractual relationship, either expressed or implied, between the CITY and any other person, firm, or corporation supplying any work, labor, services, goods or materials to the PROPERTY OWNER as a result of its services to the CITY hereunder. This Development Agreement is solely for the benefit of the formal parties to this Development Agreement, and no right or cause of action shall accrue by reason hereof to or

for the benefit of any other third party not a formal party hereto. Nothing in this Development Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Development Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns as set forth herein.

b) This Development Agreement is transferable. However, so long as the land or structure or any portion thereof covered under the Development Agreement continues to be used for the purposes for which it was issued, then no person (including successors and assigns of the person(s) or entity(ies) who obtained the development agreement) may make use of the land except in accordance with the conditions and requirements of this Development Agreement. The provisions of this Development Agreement run with and burden the real property to which it relates until release or amended in accordance with formal action of the City.

SECTION 23. ATTORNEYS FEES AND COSTS.

In any action or proceeding to enforce or interpret any provision of this Development Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs, and expenses.

SECTION 24. SEVERABILITY.

If any one or more of the covenants or provisions of this Development Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Development Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Development Agreement.

SECTION 25. EFFECTIVE DATE/TERMINATION; PERIODIC REVIEW OF DEVELOPMENT AGREEMENT.

a) This Development Agreement shall take effect on the date that this Development Agreement is fully executed by the parties and is recorded in the Official Records (Land Records) of Volusia County, Florida.

b) This Development Agreement shall be in effect for the following period: Three (3) years for building permit issuance and payment of permit fees for the development and seven (7) years to receive a final certificate of occupancy. Twelve (12) months to open the public food service area subsequent to receipt of the final certificate of occupancy.

1. The public food service area shall not be abandoned for more than ninety (90) days, subject to Force Majeure events, as outlined in Section 9 herein.

i. Abandonment of the public food service area shall mean the closure of the restaurant and/or bakery during regular business hours for a period of fourteen (14) continuous days or more,

other than a cessation necessarily incident to probate or mortgage foreclosure proceedings and as provided in this section, without demonstrating intent to continue the use. Abandonment may be evidenced by any the following: (a) Lapsing of a business tax receipt and/or certificate of use; (b) Removal of utility meters; (c) The public food service area is maintained in an uninhabitable condition; (d) The public food service area is not made available for occupation (i.e., lack of advertising or marketing through a licensed realtor or other agent); and/or (e) Failure to perform actions pursuant to the terms of an active building permit.

ii. The public food service area shall not be considered abandoned for closure due to permitted renovations or rehabilitation.

iii. The property owner shall notify the Community Services Director in writing when a restaurant use has been abandoned.

iv. In the event the public food service area will remain abandoned for a period longer than ninety (90) days, the property owner may petition the Community Services Director prior to the ninety (90) day deadline, for a time certain extension to reestablish the public food service area. Grounds for extensions shall include, but are not limited to, impacts of natural and manmade disasters and the tenant eviction process, among other things.

c) Such effective dates may be extended by mutual consent of the CITY and the PROPERTY OWNER. Any request for an extension, except for extension of time frames for the public food service component, as further detailed herein, shall be subject to the public hearing process necessary for the initial approval of said Development Agreement; provided, however, that the City has concluded that the vested rights of the PROPERTY OWNER and the investment backed expectations of the PROPERTY OWNER warrant a renewal and continuation of the development approved for the premises herein. The City Manager or his designee may administratively authorize an extension of up to six (6) months for the opening of the public food service component contemplated herein upon written request of the Property Owner and for good cause shown, so long as the Property Owner demonstrates that they are actively pursuing a tenant for such space with commercially reasonable efforts.

d) Prior to the completion of the project and issuance of the final certificate of occupancy, the City shall review this Development Agreement at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of the Development Agreement. In the event that the Property Owner fails to comply the terms of the Development Agreement, the Property may be subject to code enforcement action to require compliance with the terms outlined herein.

SECTION 27. COUNTERPARTS.

This Development Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date stated below their signature.

Attest:

CITY OF DAYTONA BEACH SHORES

Ch Schwab

Cheri Schwab, City Clerk

Nancy Miller

Nancy Miller, Mayor

Date: *March 26, 2024*

Kurt Swartzlander

Kurt Swartzlander, City Manager

Approved as to form and legality:

Gretchen R. H. ("Becky") Vose
Gretchen R. H. ("Becky") Vose,
City Attorney *Paul Waters*

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

Witnesses:

Signature of Witness

Bryon Smith

Printed name of witness:

5601 Windhover Dr.

Address of witness:

Orlando, FL 32819

PROPERTY OWNER

Signature of Property Owner

By: Mark Waltrip

Managing Member

Acknowledgment

State of Florida
County of Orange

)
)

I Hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Mark Waltrip and he acknowledged executing the same in the presence of a subscribing witness freely and voluntarily and they are personally known to me or provided _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this 15th day of April, 2024.

(Affix Notary Seal)



MARIA E. SANTIAGO
Commission # HH 158071
Expires October 31, 2026
Bonded Thru Budget Notary Services

Signature of Notary Public

Notary Public; State of Florida

Print name: _____

Exhibit M

Elevation Images



CITY COMMISSION AGENDA MEMORANDUM MAY 15, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Gwyn Herstein, City Planner

PREPARED BY: Gwyn Herstein, City Planner

SUBJECT: Ordinance 2026-05: Land Development Code Amendment to Create a Definition for A-Frame Signs and Allow Daily A-Frame Signs at Each Business After Obtaining a Permit

SYNOPSIS:

Ordinance 2026-01 (**Exhibit A**), if approved, would (1) add a definition for "A-frame sign" to Section 2-5 of the Land Development Code of the City of Daytona Beach Shores ("Code"), (2) allow an A-frame sign outdoors at each business, after obtaining an approved A-frame sign permit, and (3) establish criteria for A-frame signs including sign size maximums, sign materials, sign placement locations and times, and duration of sign permits.

A-frame signs would be allowed in the GC, MXD, and TC-MUPUD zoning districts.

FISCAL IMPACT STATEMENT:

BACKGROUND:

A. Background

Daytona Beach Shores business owners, Angie Gonzalez of Revive Salt Lounge and Nicole Baker of Seapia Boutique, appeared at the April 7, 2026, City Commission meeting and requested additional signage and display opportunities, including A-frame signage. While a holistic sign code review to identify and recommend updates is on the six-month planning horizon, expanding the allowable use of A-frame signage is a step which can be taken at this time. In addition to these business owners, others have requested additional signage and display opportunities to ensure their businesses' locations, services, and offerings are given additional visibility.

In 2020, in response to business owners' requests to City Commissioners and staff members for additional advertising flexibility, Temporary Promotional Activities (TPAs) were authorized for twenty-one days of outdoor promotional activities per year through Ordinance 2020-11. TPA permits may be sought to allow outdoor displays, food tastings, product

demonstrations, and similar activities under tents or canopies, or TPAs may simply be utilized to display two banners at a time. The following year, the TPA provision was expanded, through Ordinance 2021-06, to allow newly opened businesses to conduct TPAs for an additional fourteen days if utilized within 90 days of obtaining their Certificate of Use. Though no permit cost is currently associated with applying for or obtaining a TPA permit, only 18 have been utilized since these two ordinances were approved. While four of these TPAs were conducted for outdoor displays of merchandise, and one smoothie sampling event was held, 13 TPAs have been utilized simply to display additional signage at the business, demonstrating the high value placed by local businesses on temporary signage as a means of advertising.

Moreover, A-frame signage would provide a daily and constant additional signage option for businesses in Daytona Beach Shores.

B. Staff Analysis

Municipal sign codes allow for many kinds of communication while preserving safety and aesthetics. Providing pathways for businesses to communicate with clients and customers through local sign codes is essential for business vitality and continuity, according to *Zoning Practice (Vol. 11-19)*, a periodical published by the American Planning Association.

Current Daytona Beach Shores sign code, found in Appendix G – *Land Development Code*, Chapter 6, allows banners or other temporary signs to be employed by businesses for approximately 6 months per year, but imposes timing constraints, requires that six or more permits be obtained, and can have a cumulative cost up to \$280.00 per year. Furthermore, A-frame signs, while allowed by existing sign code, may only be permitted for up to 30 days per year.

At this time, there are 165 businesses in the General Commercial zoning districts of Daytona Beach Shores which include the *GC-1 Tourist-Oriented Commercial District*, the *GC-2 Retail/Service Commercial District*, and the *GC-RD General Commercial-Redevelopment District*. While approximately 64 of these businesses occupy buildings by themselves, approximately 101 businesses occupy spaces within 26 buildings on the west side of S. Atlantic Avenue. These businesses will need to communicate with neighboring businesses and property owners to place their signs both within their allowed locations and in order to meet the criteria established in this ordinance, especially that A-frame signs must not be placed within four feet of each other.

The changes made through this ordinance would provide a daily sign option for each qualified business in the identified zoning districts. The one permit-per-sign aspect of this ordinance would minimize cost and administrative activity for each business owner, while ensuring that all safety provisions are inspected and addressed.

A-frame sign code provisions include the following:

- Sign components are made of wood, metal or similar materials
- Sign faces are no larger than 6 square feet and overall sign structure may be no larger than 42 inches by 30 inches
- Sign faces are printed, painted, chalkboard, or accept chalkboard markers
- Sign placement does not impede pedestrian accessibility or egress
- Sign does not occupy any drive-path, parking space, or right-of-way
- Sign is on the business' property and is not within 2 feet of the property line or within 4 feet of another A-frame sign
- Sign must be weighted or anchored and must be brought inside when the business is closed and during inclement weather
- Signs may not have attachments like balloons, lights, or fluttering devices

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2026-05, as presented.

SUGGESTED MOTION:

A Planning & Zoning Board may make a recommendation as follows:

1. "I move to recommend approval of Ordinance 2026-05, as presented."
OR
2. "I move to recommend approval of Ordinance 2026-05, with the following amendments..."
OR
3. "I move to recommend denial of Ordinance 2026-05, on the basis of the following..."

- ATTACHMENT:**
1. Exhibit A
 2. Exhibit A - Ordinance 2026-05

Exhibit A

Ordinance 2026-05

ORDINANCE NO. 2026-05

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO ADDITIONAL SIGNAGE ALLOWED FOR BUSINESSES; AMENDING THE MUNICIPAL CODE OF ORDINANCES, APPENDIX G - LAND DEVELOPMENT CODE, BY AMENDING SECTION 2-5 ENTITLED "SIGNS AND ADVERTISING DEFINITIONS", BY CREATING A DEFINITION FOR A-FRAME SIGNS; AMENDING SECTION 6-8. ENTITLED "PERMITTED SIGNS"; AMENDING SECTION 6-9. ENTITLED "DISTRICT REGULATIONS"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR A TERMINATION DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, authorizes the City of Daytona Beach Shores to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 163.3202, Florida Statutes, provides that the City of Daytona Beach Shores shall adopt and enforce land development regulations for the purpose of implementing its comprehensive plan and protecting the public health, safety, and general welfare; and

WHEREAS, multiple requests have been made by City of Daytona Beach Shores businesses owners to the City Commission and staff of the City of Daytona Beach Shores for additional daily signage to attract more customers to their businesses; and

WHEREAS, the City Commission of the City of Daytona Beach Shores understands and recognizes the importance and significance of signage as a method of business advertising and communication in the context of the current economic times; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds and determines that this ordinance will enhance the economic well-being of the City as a place to conduct business; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds and determines that the size, height, and other characteristics of signs can magnify their adverse impacts on both traffic safety and aesthetics; and

WHEREAS, the regulation of signage for purposes of aesthetics has long been recognized in controlling law and sound planning practices and principles as advancing the public welfare; and

WHEREAS, the City Commission of the City of Daytona Beach Shores is committed to preserving the aesthetic beauty and ambiance of the City; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds and determines that the City's *Land Development Code* and its signage regulations were intended to maintain and improve the quality of life for all citizens of the City, and to implement the City's *Comprehensive Plan*; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds and determines that the provisions of this Ordinance will serve to limit hazardous situations, as well as confusion and visual clutter otherwise caused by the proliferation, improper placement, excessive size, and distracting characteristics of signs which compete for the attention of pedestrian and vehicular traffic; and

WHEREAS, the City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, this Ordinance is consistent with the goals, objectives, and policies of the *Comprehensive Plan of the City of Daytona Beach Shores*; and

WHEREAS, the recitals to this Ordinance (whereas clauses) are adopted as the legislative findings and intent of the City Commission of the City of Daytona Beach Shores; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, and ~~strikethrough~~ shall constitute deletions to the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA THAT:

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

(a). The City staff report and City Commission agenda memorandum relating to this matter are hereby adopted as fully set forth herein.

(b). The City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

(c). The foregoing recitals (whereas clauses) are hereby adopted as the legislative findings of the City Commission of the City of Daytona Beach Shores and incorporated into this Ordinance as set forth *in haec verba*.

(d). This Ordinance is an exercise of the City of Daytona Beach Shores' powers as a municipality under the provisions of Article VIII, Section 2 of the *Constitution of the State of Florida*; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*, and other applicable law.

SECTION TWO: The City Commission of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores*, Appendix G - *Land Development Code*, Chapter 2, Section 2-5. entitled "Signs and advertising definitions" as follows:

CHAPTER 2. DEFINITIONS

Sec. 2-1. Interpretations of certain terms and words.

For the purposes of this Land Development Code, the following terms, phrases, words and their derivations shall have the meanings given herein when not inconsistent with the text. Words used in the present tense include the future tense. Words used in the singular number include the plural and words used in the plural include the singular. The word "shall" is mandatory and the word "may" is permissive.

For the purpose of this Code, certain words or phrases shall be defined as follows. Webster's New Collegiate Dictionary (G & C Merriam Co., most recent edition) shall be used for the definition of any words not defined in this Glossary.

Sec. 2-5. Signs and advertising definitions.

In addition to the following definitions, all general definitions shall apply to the regulation of signs and advertising:

Sign, A-frame: A ground-based, freestanding, movable sign comprised of two sign faces or panels, joined at the top, which resembles the letter A's shape in profile. A-frame signs are also known as sandwich board signs.

Sign, portable (promotional): Any mobile or portable sign or sign structure that is not permanently attached to the ground or to any structure and which is not an A-frame sign or sandwich board sign. This definition shall include trailer signs, ~~A-frame signs, sandwich signs~~ and vehicles whose primary purpose is advertising.

Code of Ordinances of the City of Daytona Beach Shores, Appendix G – Land Development Code, Chapter 6. Signs and Advertising.

Sec. 6-8. Permitted signs.

The following allowed signs require a sign permit from the City's Building Official pursuant to section 6-3 of the Land Development Code.

19. A-frame signs. One (1) A-frame sign may be placed, after an approved City of Daytona Beach Shores sign permit is obtained for a business with an issued Certificate of Use, at every building or storefront in GC, MXD, and TC-MUPUD zoning districts, provided it meets the following criteria:

- a. The sign is two-paneled with each face no larger than six (6) square feet
- b. The sign's frame, base, supports, legs, and feet are made of durable metal, wood, or similar materials approved by the Administrative Official.
- c. The sign's faces are either professionally printed or painted, are chalkboards, or are a surface designed to accept chalkboard markers.
- d. The sign is placed within twelve (12) linear feet of the front door of the business or elsewhere on the property as approved by the Administrative Official, providing its placement does not impede pedestrian accessibility or egress as required by controlling law.
- e. The sign is not placed in any parking space, drive path, or right-of-way, or within (2) feet of any property line. The sign may not be placed within the line-of-sight triangle of any intersection or driveway.
- f. The overall sign including all components, such as, but not limited to, sign faces, frame, base, supports, legs, feet, and handle(s), is no taller than forty-two (42) inches and no wider than thirty (30) inches.
- g. The sign may not have any attachments, such as, but not limited to, balloons, flags, spinners, fluttering devices, or lights.

- h. The sign is not used primarily as a help wanted announcement.
- i. A-frame signs may only be outdoors while the business is open and must be stored indoors while the business is closed and during inclement weather.
- j. A-frame signs shall be weighted or anchored in a low-profile manner which blends into the surrounding ground-cover, provided the weighting or anchoring method does not create a trip-hazard and is not utilized as an attention-getting device.
- k. No A-frame sign may be placed within four (4) feet of another A-frame sign, even if both signs are placed within their respective approved location areas.

Once permitted, inspected, and approved by the City as meeting the aforementioned criteria, the A-frame sign may be placed daily, within an approved location, without re-permitting unless and until the sign is replaced, the sign permit is revoked, or an additional sign location is being requested. At such time, another permit must be obtained and the sign must be inspected and approved prior to use of the new sign or sign location. An A-frame sign permit will be revoked by the City if the previously approved sign has been substituted with any other sign(s), is occupying a location other than those approved under the current permit, has become worn or deteriorated, or has received at least three warnings due to being left outside on three or more occasions when the business is closed. A new A-frame sign permit must be applied for and obtained prior to re-placement of an A-frame sign.

~~19.~~ 20. *City Franchise Signs.* A city franchise sign may be erected subject to the following requirements:

Sec. 6-9. District regulations.

No sign shall be allowed except as provided in this chapter. It is prohibited and unlawful to erect or maintain a sign in violation of the provisions of this ordinance.

Classification	RSF-1	RSF-2	RMF-1	RMF-2	RMF-3	T	MXD	GC-1	GC-2	GC-RD	MUPUD
A-Frame Signs	no	no	no	no	no	no	yes	yes	yes	yes	yes ¹
Political Signs	yes	yes	yes	yes	yes	yes	no	yes	yes	yes	no
Construction Signs	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Development Signs	no	no	yes	yes	yes	yes	yes	yes	yes	yes	yes
Future Improvement Signs	no	no	yes	yes	yes	yes	yes	yes	yes	yes	yes
Private Directional Signs	no	no	yes	yes	yes	yes	yes	yes	yes		
Real Estate Signs	yes	yes	yes	yes	yes	yes	yes	Condition A	Condition A	Condition A	Condition A
Wall Signs	no	no	no	no	no	yes	yes	yes	yes	yes	yes
Projecting Signs	no	no	no	no	no	yes	yes	yes	yes	yes	yes
Roof Signs	no	no	no	no	no	no	no	no	no	no	no
Portable Signs	no	no	no	no	no	no	yes	yes	yes	yes	yes
Marquee Signs	no	no	yes	no	no	yes	yes	yes	yes	yes	yes
Off-Site Signs	no	no	no	no	no	no	no	no	no	no	no
Public Information Off-Site Directional Signs	no	no	no	no	no	no	yes	yes	yes	yes	yes
Shopping Center Signs	no	no	no	no	no	no	yes	yes	yes	yes	yes
Identification Signs	no	no	yes	yes	yes	yes	no	no	no	no	no
Wall Graphics Murals	no	no	no	no	no	yes	no	yes	yes	yes	no

Outdoor Advertising Signs	no	no	no	no	no	no	no	no	no	no	no
Spectacular Signs	no	no	no	no	no	no	no	no	no	no	no
Subdivision Signs	yes	yes	no	yes	yes	no	no	no	no	no	no
Banner Signs/Flags, Festoons	no	no	no	no	no	yes	yes	yes	yes	yes	yes
							Condition E	Condition E	Condition E	Condition E	
Vehicles Signs							no			no	no
Animated Signs	no	no	no	no	no	no	no	no	no	no	no
Monument Sign	no	no	yes	yes	yes	yes	yes	yes	yes	yes	yes

¹ Such signs shall be permitted through the Master Sign Plan under the Master Planned Unit Development Plan.

SECTION THREE: SAVINGS. The prior actions of the City of Daytona Beach Shores relating to the regulation of the matters and uses which are the subject of this Ordinance are hereby ratified and affirmed.

SECTION FOUR: NON-CODIFICATION. The provisions of this Ordinance, including its recitals, shall not be codified.

SECTION FIVE: SUNSET AND TERMINATION. Section 2 of this ordinance shall sunset and be automatically repealed twelve (12) months after the effective date of this Ordinance, unless, prior to the Sunset Date, the City Commission reviews and adopts legislation extending the provisions of Section 2 of this Ordinance.

SECTION SIX: CONFLICTS. All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION SEVEN: SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION EIGHT: EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL FOWLER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

GRETCHEN R. H. VOSE, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2026.

Adopted on second reading this _____ day of _____, 2026.