



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING DECEMBER 10, 2019

**6:00 PM, Shores Community Center, 3000 Bellemead Drive
Daytona Beach Shores, FL 32118**

Upon being recognized, a member of the public shall proceed to the podium and give his or her name and address and may, thereafter, speak for a maximum of three minutes on any matter relevant to a specific agenda item. During "Audience Comments," a member of the public may speak on any matter relevant to City business which is not on the agenda, for a maximum of three minutes in accordance with Section 2-1.1(d) and 2-2 of the City Code. In accordance with Section 2-2, during periods set aside for public discussion any person desiring to speak shall secure a form located at the agenda table, complete the form and present it to the City Clerk so the speaker can be recognized by the presiding officer. The use of profanity, obscene language, threats or any violent or abusive conduct by any person shall constitute a violation of this section. It shall be the duty of the Director of Public Safety, upon the order of the presiding officer at any such meeting, to forcibly, if necessary, evict any person violating the provisions of this section from the Council Meeting Hall. Any such violation shall subject the offender, upon conviction thereof, to a fine and/or imprisonment as prescribed by Section 1-8.

- 1. CALL TO ORDER BY MAYOR**
 - 2. ROLL CALL BY CITY CLERK**
 - 3. PRAYER**
 - 4. PLEDGE OF ALLEGIANCE**
 - 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
 - 6. APPROVAL OF MINUTES**
- A. City Council Workshop and Regular Meeting Minutes
for November 12, 2019; Special Council Meeting
November 22, 2019

7. CONSENT AGENDA:

- A. October Public Safety Monthly report

8. REPORTS OF THE CITY ATTORNEY:

9. REPORTS OF THE CITY MANAGER:

- A. City Manager report

10. OLD BUSINESS:

11. NEW BUSINESS:

- A. Resolution to move the City's retirement plan to the Florida Retirement System
- B. Resolution 2019-25- Adopting updated and revised Fee Schedule
- C. Approval Request:
Sewer Force Main Mapping/Inspection/Modeling Project
McKim & Creed
- D. Economic Development Commercial Lease Subsidy Program Application 12019031: Foxy Lox Hair Colour and Design, LLC - 3348 S. Atlantic Avenue, Ste. C

12. COUNCIL COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-763-5364, CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

MINUTES
CITY COUNCIL MEETING
November 12, 2019
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Councilmember Mel Lindauer, Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Michael Politis

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney Raymond Branch, Community Services Director Fred Hiatt, Finance Director Kurt Swartzlander, and Public Safety LT Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. NEW BUSINESS:

A. Continuing Discussion to move the general employee pension back to Florida Retirement System

At the last workshop, the City Council had instructed the Finance Director to bring back estimated costs for the city to rejoin the Florida Retirement System. Finance Director Swartzlander began by stating the purpose of rejoining FRS was to recruit and retain employees. He instructed the council that they had three options. The first option was to do nothing and keep the general employees in the current 401A Pension plan. The second option was to rejoin FRS effective February 1, 2020 at an additional cost of \$22,000 per year. The third option was to rejoin FRS effective February 1, 2020 but also to buy back the employees existing time at an estimated cost of \$307,000. The cost per employee would be \$7,301.

The council discussed the options and CMBR Politis inquired if funds were available for option 3. The reply was that funds were available in reserves. It was also mentioned that four employees were in the Sewer Department and their cost would come from the Enterprise Fund. There were a few questions regarding purchasing individual annuities but it was explained that was not going to be feasible financially. It was estimated at a cost of roughly \$200,000 per employee. There were many employees in the audience and Mayor Miller asked in any would like to speak. Both Community Services Director Fred Hiatt and Captain Michael Fowler spoke on behalf of their employees. They felt it would be a great benefit to rejoin FRS as it would be a good recruiting tool for future employees. At times it is hard to replace an employee that has licenses and special certifications. Many other surrounding cities and the county are currently in the system. This combined with the generous insurance plan would be a nice enticement for recruitment.

Since this was a workshop and an official vote could not be taken, the Mayor asked for a consensus from the others on what direction they would like to proceed. CMBRS Politis,

Lindauer and Mayor Miller selected option 3 with the buy back of service years. CMBRS Bryan and Frizalone selected option 2 of joining FRS with no buy back. Finance Director Swartzlander will bring a resolution to the next meeting for the council to adopt.

4. ADJOURNMENT:

The workshop ended at 5:45 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB

**MINUTES
CITY COUNCIL MEETING
November 12, 2019
3000 Bellemead Drive, Daytona Beach Shores, FL 32118**

1. CALL TO ORDER BY MAYOR

Present: Councilmember Michael Politis, Councilmember Richard Frizalone, Mayor Nancy Miller, Councilmember Mel Lindauer, Ray Branch, Vice Mayor Richard Bryan
Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney Raymond Branch, Community Services Director Fred Hiatt, City Planner Stewart Cruz, Finance Director Kurt Swartzlander, and Public Safety LT. Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. **Employee service Awards**

Community Service Director Fred Hiatt presented the following service awards:
Shane Carpenter - 5 years, Adam Carter - 5 years, Alex Smith - 10 years

Lt. Michael Fowler presented the following service awards:
Sgt. Rick Rademacher - 10 years, Sgt. William Frank - 20 years

Mayor Nancy Miller presented City Manager Michael Booker with his 20 year service award.

6. APPROVAL OF MINUTES

A. **Approval of City Council Minutes Oct. 22, 2019**

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to approve the minutes of Oct. 22, 2019.

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

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

7. CONSENT AGENDA:

- A. Creech Enterprises, Inc. Non-Exclusive Franchise
- B. Samsula Landfill, Inc. Non-Exclusive Franchise
- C. WCA of Florida, LLC Non-Exclusive Franchise

COUNCILMEMBER MEL LINDAUER moved, seconded by VICE MAYOR RICHARD BRYAN to approve the consent agenda.

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

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

8. REPORTS OF THE CITY ATTORNEY:

Attorney Branch briefly reviewed his submitted report. He mentioned that a critical deadline in the opioid litigation was coming up on November 22nd. The city had signed a retainer agreement and was considered a non-litigating member. He explained that the council needed to vote on whether to continue or opt out. The council held a short discussion on the potential fees and payouts. They decided that they would need more information before making that decision and tasked CMBR Politis in obtaining that. He will call the attorney and the council will hold a special meeting if necessary.

- A. Attorney Branch report for November 12, 2019

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report November 12, 2019

The City Manager reviewed his report. He included the activities held in the Community Center once again so they could be included in the packet for the citizens to read. The Evergreen firm who is working on the salary study had been onsite recently. They held group meetings with all the employees and began the individual employee job description surveys. He felt that the gas tax would be a new topic of discussion among the Volusia County cities. There may be a new formula recommendation to the County Council. He advised the council that the estimate for the museum was \$11,000 from WOW factor.

10. OLD BUSINESS:

11. NEW BUSINESS:

A.

Ordinance Revising 2019-09

Attorney Branch explained that this ordinance would revise Ordinance 2019-09 previously written by Attorney Groot. Questions were raised regarding vacant and abandoned structures and if the ordinance would interfere with property owners rights. These revisions would limit the requirements of what is considered blight on a building and allows for inspections.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MEL LINDAUER to approve Ordinance 2019-14 on first reading.

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

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

B.

Resolution 2019-22 City Manager Evaluation Procedure

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to adopt Resolution 2019-22 on first reading.

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

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

C.

Selection of TPO member for year 2020

Mayor Miller stated that she had been the city's delegate for the past year and was ready to have someone else serve. With the other councilmembers involved with the Economic Development efforts, Vice-Mayor Bryan was nominated.

D.

Consideration of Purchase and Sale Agreement for 2900 S. Atlantic Avenue

It was explained that the document was a standard purchase agreement in the amount of \$801,000. The purchaser is still in the process of the due diligence period. CMBR Lindauer expressed his concern that the new owner could exchange the property and flip it. He felt that was not the city's intention at all. Attorney Branch explained that the document was given to him by the buyers' attorney and included standard language. Once the development agreement is

proposed, it can contain language that would control any flipping or investing concerns.
COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to approve the Purchase and Sale Agreement for 2900 S. Atlantic Avenue.

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

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

12. COUNCIL COMMENTS:

Mayor Miller stated that she had been in office for one year and that she had learned a lot. She thanked the residents for their continued support. She briefly named a few accomplishments that had been achieved in the past year including: the economic development committee, a business alliance liaison, the dog park, an electric car charging station, and the upcoming Halifax Urgent Care. She reminded the audience of her upcoming Coffee with the Mayor. CMBR Frizalone recognized Sandy Cook in the audience. He also recognized the Geigers and Lynn Bishop who had made contributions towards the Veterans Park. Both he and CMBR Lindauer felt the dedication ceremony turned out great. Vice Mayor Bryan would like more attention on the Treasure Island property.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Audience members Russell McBride and John Lynch spoke on table tennis. They enjoy playing and there is about one dozen who play on a regular basis. They asked the council to keep the table in its current location on the first floor. They hoped maybe the future museum could be relocated.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

Vice Mayor Bryan would like the City Manager to bring recommendations on expanding the hours of the Community Center.

15. ADJOURNMENT:

The meeting ended at 7:12 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB

Special Council Meeting
Friday, November 22, 2019

Meeting called to order at approximately 1:30 p.m.

Attendees: Mayor Nancy Miller, Vice Mayor Richard Bryan, CMBR Rick Frizalone, CMBR Mel Lindauer, CMBR Michael Politis. **Staff Present:** Michael T. Booker, City Manager, Fred Hiatt, Community Services Director, Kurt Swartzlander, Finance Director, and Captain Michael Fowler, Public Safety Department

NEW BUSINESS

A.

Consideration to enter into the negotiation class for the opioid lawsuit.

CMBR Michael Politis provided background information. He conferred with the Volusia County Assistant Attorney Art Graham and the City's attorney, James Vickaryous from the firm representing the City in the Opioid Lawsuit. Both advised the City to move into the Negotiation Class of the suit. The costs would be lower for the City. Over \$8 million in costs have already been spent by entities involved. A decision needed to be given today to Attorney Vickaryous re City's decision to enter into the negotiation class.

Vice Mayor Bryan moved, seconded by CMBR Lindauer to enter into the negotiation class for the opioid lawsuit. The motion passed unanimously by a roll call vote.

B.

Consideration of a Resolution in support of the Tortugas Minor League Baseball team staying in Daytona Beach.

Mayor Miller advised that upon consultation with Volusia County it was suggested to postpone any action on this issue/Resolution until January or February. There were many issues still unresolved.

CMBR Lindauer stated the park is a historical site and many of residents enjoy attending games; the park and the team were good for our region. It was very important for the City to support the team.

C.

Consideration of a Request by Shop the Shores to hold a special shopping event in the City.

Mayor Miller advised that November 30th is Small Business Day. Nancy Lilly, from Shop the Shores, had requested the City grant permission for that day to allow businesses to show their wares on the sidewalk.

Discussion was held re long term needs/changes to ordinances, economic development opportunities. The need to promote businesses by having a Shop the Shores Friday or Saturday, encouraging weekend visitors to shop; holding monthly shopping events in McElroy Park, or in conjunction with the monthly free concerts were also discussed.

Mr. Hiatt advised his department was in the process of drafting an ordinance to address access and business opportunities.

CMBR Politis moved, seconded by CMBR Lindauer to grant the request from Shop the Shores for a one time only to hold a special shopping event on November 30th. The motion passed unanimously by a roll call vote.

Other Items Discussed:

The City Manager announced that the site plan for Chase Bank has been approved; they will now proceed with closing on property soon. Mayor Miller inquired how much space was needed for the Public Works building. Director Hiatt advised that the size of the lot the city would purchase was 110 x 100 ft. The building would take 40 x 70 ft leaving plenty of room for the new bocce courts.

Funds have been put in escrow for the property at 2900 S. Atlantic Avenue. They may have to ask for an extension to the agreement at the December 10th meeting.

CMBR Frizalone stated that he had been working with USTA regarding the grant. There was one safety issue remaining concerning the placement of poles for the shade structure. A solution was suggested, and the additional costs will be part of the grant.

The meeting was adjourned at approximately 2:03 p.m.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

Office 386-763-5333 Fax 386-763-5341

MONTHLY REPORT FOR OCTOBER 2019

	Oct-19	19/YTD	Oct-18	18/YTD
<i>Police Related Calls</i>	2,790	26,938	2,930	26,765
<i>Fire Related Calls</i>	34	345	32	344
<i>Rescue Related Calls</i>	77	839	82	1,055
<i>Fire Related Alarms Sounding</i>	17	114	17	141
<i>Traffic Citations</i>	341	3,850	491	4,300
<i>Written Warnings</i>	94	397	85	1,587
<i>Building Inspections</i>	76	529	184	1,067
<i>Arrests: Adults</i>	37	504	60	675
<i>Juveniles</i>	0	5	4	16
<i>Civil Citations</i>	0	89	15	162
<i>City Ordinance Charges</i>	0	2	0	3
<i>Florida State Statute Charges</i>	82	971	110	1,252
<i>Accidents: Total</i>	16	215	17	237
<i>Street/Highway</i>	6	111	10	135
<i>Parking Lot</i>	10	104	7	103

Stephan Dembinsky Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2019-10-01 through 2019-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	805	28.85 %	25.97
TRAFFIC STOP	TS	566	20.29 %	18.26
PROPERTY CHECK	PRC	400	14.34 %	12.90
MISCELLANEOUS LE CALL	MISC	335	12.01 %	10.81
SUSP PERSON	SPER	78	2.80 %	2.52
SUSP VEHICLE	SVEH	50	1.79 %	1.61
RADAR	RADAR	39	1.40 %	1.26
SUSPECT STOP	SS	38	1.36 %	1.23
TELEPHONE HANDLE	THC	28	1.00 %	0.90
SUSP INCIDENT	SINC	26	0.93 %	0.84
DIRECTED PATROL REQUEST	DPR	23	0.82 %	0.74
MEDICAL EMERGENCY	MED1	22	0.79 %	0.71
FLAG DOWN	FLAG	21	0.75 %	0.68
WALKUP	WALKUP	20	0.72 %	0.65
DISTURBANCE	DIST	19	0.68 %	0.61
FIRE ALARM	ALARMF	19	0.68 %	0.61
RECKLESS DRIVER	RD	18	0.65 %	0.58
WARRANT	WAR	17	0.61 %	0.55
911 CK/OPEN LINE	911CK	12	0.43 %	0.39
MVA	MV	11	0.39 %	0.35
NARCOTICS	NARC	11	0.39 %	0.35
SPECIAL DETAIL	SDL	11	0.39 %	0.35
INVESTIGATION	INV	10	0.36 %	0.32
MEDICAL NON-EMERG	MED2	10	0.36 %	0.32
FIGHT	FIGHT	9	0.32 %	0.29
MEDICAL UNKNOWN	ALARMM	9	0.32 %	0.29
FALL- NON EMERGENCY	TRAU3	8	0.29 %	0.26
NOISE	NOISE	8	0.29 %	0.26
TOWED VEHICLE	TOW	8	0.29 %	0.26
TRESPASSERS	TRES	8	0.29 %	0.26
DOMESTIC DISTURBANCE	DV	7	0.25 %	0.23
ANIMAL COMPLAINT	AC	6	0.22 %	0.19
CIVIL COMPLAINT	CIVIL	6	0.22 %	0.19
ELEVATOR CALL	ELEV	6	0.22 %	0.19
BUSINESS ALARM	ALARMB	5	0.18 %	0.16
FOUND PROPERTY	PROPF	5	0.18 %	0.16
ASSAULT/BATTERY	ABAT	4	0.14 %	0.13
DISABLED VEHICLE	DAV	4	0.14 %	0.13
HIT&RUN MVA	MVHR	4	0.14 %	0.13
SHOPLIFTING	SHOP1	4	0.14 %	0.13
WATER RESCUE	WATER	4	0.14 %	0.13
ASSIST AGENCY	ASSIST	3	0.11 %	0.10
DRUNK DRIVER	DUI	3	0.11 %	0.10
ESCORT	ESCORT	3	0.11 %	0.10
ILLEGAL PARKING	PARK	3	0.11 %	0.10
INFORMATION GIVEN	INFO	3	0.11 %	0.10

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2019-10-01 through 2019-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
ROAD OBSTRUCTION	RDOB	3	0.11 %	0.10
STOLEN VEHICLE	SV	3	0.11 %	0.10
STROKE / CVA	CVA	3	0.11 %	0.10
SUICIDAL PERSON	SP	3	0.11 %	0.10
THEFT	THEFT	3	0.11 %	0.10
TRAFFIC LITE OUT	TLO	3	0.11 %	0.10
ATT TO CONTACT	ATC	2	0.07 %	0.06
BURG/RESD	BURGR	2	0.07 %	0.06
BURGLARY ALARM	ALARM	2	0.07 %	0.06
DEAD PERSON	DEAD	2	0.07 %	0.06
FAILURE TO PAY	FTP1	2	0.07 %	0.06
FINGERPRINTS	PRINTS	2	0.07 %	0.06
FRAUD	FRAUD	2	0.07 %	0.06
LOST PROPERTY	PROPL	2	0.07 %	0.06
MISSING PERSON	MP	2	0.07 %	0.06
MVA MAJOR	MVMI	2	0.07 %	0.06
MVA W/ INJURIES	MVI	2	0.07 %	0.06
REPOSSESSED VEH	REPO	2	0.07 %	0.06
SCHOOL ZONE	SZ	2	0.07 %	0.06
SEXUAL OFFENDER	SXF	2	0.07 %	0.06
STEP ZONE	STP	2	0.07 %	0.06
TRAFFIC STOP/INV	TSB	2	0.07 %	0.06
TRAUMA CRITICAL	TRAUE	2	0.07 %	0.06
TRAUMA EMERGENCY	TRAU1	2	0.07 %	0.06
VANDALISM	VAND	2	0.07 %	0.06
WELL BEING CHECK	WBC	2	0.07 %	0.06
ARMED ROBBERY	AROB	1	0.04 %	0.03
ATTEMPTED SUICIDE	ASUI	1	0.04 %	0.03
CITY ORDINANCE VIOLATION	COV	1	0.04 %	0.03
CIVIL SERVICE	CIVILS	1	0.04 %	0.03
DROWNING	DROWN	1	0.04 %	0.03
DRUNK PERSON	IP	1	0.04 %	0.03
FIRST AID CALL	FAID	1	0.04 %	0.03
HARRASSING CALLS	HCALL	1	0.04 %	0.03
HIT&RUN ACC W/INJ	MVHRI	1	0.04 %	0.03
HOLD UP ALARM	ALARMH	1	0.04 %	0.03
JUVENILE	JUV	1	0.04 %	0.03
LOST/FOUND PET INFO	PET	1	0.04 %	0.03
MENTALLY/EMOTIONAL	MIP1	1	0.04 %	0.03
MISC FIRE SERVICE CALL	MISCF	1	0.04 %	0.03
RECOVERED SIG 10	SVR	1	0.04 %	0.03
SMOKE IN STR COMM/HIRISE	SMISCH	1	0.04 %	0.03
SMOKE ODOR IN STRUCTURE	SMODIS	1	0.04 %	0.03
STR ARM ROBBERY	SROB	1	0.04 %	0.03
STRUCTURE FIRE	SF	1	0.04 %	0.03
UNCONSCIOUS	UNC	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2019-10-01 through 2019-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
VESSEL FIRE	BOATF	1	0.04 %	0.03
WEAPONS COMPL	WC	1	0.04 %	0.03
WELL BEING CHECK MEDICAL	WBCF	1	0.04 %	0.03
TOTAL CALLS:		2,790	100.00%	90.00

NOTE: CAD-generated statistical reports are compiled from a live database of calls for service; this live database requires frequent call updating to ensure real time data is correct and maintained. When compiling and comparing statistics over time, minor discrepancies are inherent and should be expected. For final report information on crime, Uniformed Crime Reporting (UCR) statistics should be utilized.



CITY OF DAYTONA BEACH SHORES
DEPARTMENT OF PUBLIC SAFETY
3050 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Office of Director of Public Safety
Office 386-763-5333 Fax 386-763-5341

TRAINING SEMINARS ATTENDED

Month of October 2019

<i>David Williams</i>	<i>10/8-9</i>	<i>Less Lethal Instructor Recert-Eastern State</i>
<i>Vincent Castellano Kathryn Gotz</i>	<i>10/9</i>	<i>Advanced Search & Seizure-POPD</i>
<i>David Williams</i>	<i>10/15-17</i>	<i>M4/M16 Armorer S. Florida Criminal College</i>
<i>Zachary Rooney Trevor Wyman Darius DeBarros</i>	<i>10/21-22</i>	<i>Surviving a ground attack Jacksonville</i>
<i>Meegan Wilmot</i>	<i>10/21-23</i>	<i>PIO Training Conference St. Augustine</i>
<i>RJ Medders</i>	<i>10/28-11/1</i>	<i>Middle Management DSC</i>
<i>Karen Howard William Frank</i>	<i>10/30</i>	<i>Dealing with adversity during a line of duty death DSC</i>
<i>Richard Rademacher</i>	<i>10/30</i>	<i>CJIS Service area mtg Ocala</i>

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

OCTOBER 2019 STATISTICS

FIRE CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
ENGINE RESPONSE	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
STRUCTURE FIRES	0	0	0	2	0	2	1	1	2
HAZARDOUS CONDITIONS	2	3	0	25	12	3	12	5	1
VEHICLE FIRES	0	0	0	0	0	0	3	0	0
BOAT FIRES	0	0	0	0	0	0	0	0	0
OTHER FIRES NOT LISTED	0	0	0	7	5	2	7	3	1
VEHICLE CRASHES W/ENGINE RESPONSE	0	0	0	11	1	0	5	0	0
SERVICE CALLS	19	4	0	184	46	3	184	16	5
FIRE ALARMS	17	0	0	123	5	3	139	3	2
CANCELLED EN ROUTE	3	0	3	61	18	18	58	15	21
TOTALS	41	7	3	413	87	31	409	43	32

CURRENT MONTH ESTIMATED FIRE DAMAGES

CITY: \$0
COUNTY: \$0
MUTUAL AID: \$0

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	9	4	50	69	61	93
HOTEL/MOTEL	5	14	55	55	158	173
ASSEMBLY	1	0	5	5	8	10
MERCANTILE	0	0	17	18	52	30
RESTAURANT	0	1	17	15	28	21
BUSINESS	7	2	58	23	96	69
OTHER	12	0	65	0	147	10
CONSTRUCTION	10	0	73	0	61	5
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	1	0	11	8	25	20
TOTALS	45	21	351	193	636	431

PLANS EXAMINATION HOURS: 9 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

OCTOBER 2019 STATISTICS

EMS CALLS CURRENT MONTH YEAR TO DATE PRIOR YEAR

	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ALS CALLS	39	5	1	456	78	15	547	93	9
BLS CALLS	26	5	1	317	63	11	358	48	4
TOTALS	65	10	2	773	141	26	905	141	13



CITY OF DAYTONA BEACH SHORES
DEPARTMENT OF PUBLIC SAFETY
3050 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Office of Director of Public Safety
Office 386-763-5333 Fax 386-763-5341

MONTHLY REPORT FOR OCTOBER 2019

Vehicle Maintenance Division: 2 Positions Assigned: Conducted routine, scheduled maintenance checks and repairs on all city vehicles (includes oil changes and tire exchanges). Additional items were:

Replace starter cover	Stihl Blower
Replace fuel hose	Thompson pump
Replace chain sprocket	Chain saw
Replace mass airflow sensor	Veh #131
Replace valve assembly	Veh #143
Replace battery	Veh #124
Replace mass airflow sensor	Veh #143
Replace battery	Veh #119
Replace air compressor & water pump	Veh #144



CITY OF DAYTONA BEACH SHORES

"Life Is Better Here"

Office of the City Manager

Phone (386) 763-5373 Fax (386) 763-5360

MEMORANDUM

DATE: December 10, 2019

TO: City Council: Mayor Nancy Miller; Vice Mayor Richard Bryan, Council Member Rick Frizalone; Council Member Mel Lindauer, and Council Member Michael Politis

FROM: Michael T. Booker, City Manager

SUBJECT: City Manager Report – December 10, 2019

FEMA Reimbursement:

- The City has been approved for a total damage assessment of \$445,862. Of that amount, the State has approved the release of \$390,129 (\$334,397 – Federal; \$55,732 – State). I wish to give a special thank you to Lory Irwin for staying on top of this and making certain the City receives its full reimbursement for all eligible costs.

Business Expo:

- Slots are filling up for the Showcase the Shores Business Expo on January 24. Many thanks to Stacy Conomos and Council Member Lindauer for their efforts to recruit exhibitors.

Partial A1A Road Lane Closure:

- Oceans One Condominium (3051 S. Atlantic Avenue) is having roof work done starting on January 5. A crane is going to be brought in and one lane will be closed at times to allow a crane to be parked on the street. The total duration of the work is estimated to be four (4) weeks.

2900 S. Atlantic Avenue:

- Funds have been placed in escrow by the developer while engineering work is taking place. If necessary, a brief extension could be granted by the City Council in order to make certain the sale is not delayed.

2970 S. Atlantic Avenue:

- The City has reviewed and approved the site plans submitted by Chase Bank and I anticipate a relatively prompt closing on the property. Once Chase closes, the City will proceed with purchasing the rear portion of the property and then relocate bocce and shuffleboard.



**CITY COUNCIL AGENDA MEMORANDUM
DECEMBER 10, 2019 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Kurt Swartzlander, Finance Director

SUBJECT: Resolution to move the City's retirement plan to the Florida Retirement System

SYNOPSIS:

At two prior workshops the City Council was presented with the option of moving all city employees not currently enrolled in the Florida Retirement System (FRS) to switch to FRS. Each employee would be allowed to elect to switch to the FRS or remain in the current 401(a) plan based on their personal situation. This decision is an irrevocable decision.

FISCAL IMPACT STATEMENT:

Based on the 9/30/2019 401(a) values it is estimated that the total cost to the city for the buyback of previous years of service is \$307, 500 (an average of \$7,320 per eligible employee). In addition, the city will increase retirement contributions by an estimated \$15,000 for the remainder of the fiscal year. This amount will change annually by any changes in current salaries and changes to the FRS contribution as set by the State Legislature.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

- ATTACHMENT:**
1. Agreement
 2. Resolution 2019-23 Reentry into FRS

STATE CITY OF DAYTONA BEACH SHORES AGREEMENT NO. __

The Department of Management Services, Division of Retirement, of the State of Florida, under the authority of Chapter 121, Florida Statutes, and City of Daytona Beach Shores of the State of Florida, in order to extend to General Employees of said City of Daytona Beach Shores (except such as are hereinafter excluded) the benefits of the Florida Retirement System established by Chapter 121, Florida Statutes, hereby agree as follows:

1. Definitions:

For the purpose of the Agreement -

(a) The definitions, words and phrases as set out in Section 121.021, Florida Statutes, shall have the respective meanings set forth therein.

2. Services Covered:

The agreement includes and covers all services performed by General Employees of this City of Daytona Beach Shores except any service, position, employee, or official excluded by Chapter 121, Florida Statutes, the rules and regulations of the Florida Retirement System, or Resolution No. 2019-23 adopted by the City of Daytona Beach Shores on the 10th day of December 2020. The Florida Retirement System is not responsible for nor does it assume any local retirement plan liabilities.

3. Contributions by Employees:

The City of Daytona Beach Shores agrees to impose upon its employees covered by this Agreement the required contributions with respect to wages if such services constituted employment within the meaning of Chapter 121, Florida Statutes, and to deduct the amount of such required contributions from the wages as and when paid. Contributions so collected shall be paid to the Administrator of the Florida Retirement System in partial discharge of the liability of said City of Daytona Beach Shores, said payments to be made in accordance with rules and regulations relating to the Florida Retirement System. It is agreed and understood that the failure of said to deduct such contributions shall not relieve it of liability therefore.

4. Contributions by the City of Daytona Beach Shores:

(a) The City of Daytona Beach Shores represents that it has duly and legally adopted, and that there is now in full force and effect, a resolution/ordinance requiring an appropriation from available funds in its general or special funds derived from ad valorem tax or other sources, which shall be in an amount not less than the sums withheld as the contributions of employees covered by the Agreement, the sum to equal the total amount due from said City of Daytona Beach Shores (employer's and employee's contributions) under applicable provisions of Chapter 121, Florida Statutes.

(b) As assurance of its ability to pay its share of the contributions which will become due and payable to the Administrator under the terms of this Agreement and as assurance that said contributions will be adequate, the City of Daytona Beach Shores hereby obligates itself to maintain, and represents that at all times hereafter there will be maintained, in the appropriation provided in paragraph 4.(a), above, a sum fully sufficient to pay its share of the contributions: and that same (together with contributions deducted from salaries, wages, etc., of employees) will be paid promptly when due.

5. Reports-Compliance and Regulations:

The City of Daytona Beach Shores agrees that it will make such reports, in such form and containing such information, as the Administrator may require. The City of Daytona Beach Shores further agrees that it will comply with all provisions of Chapter 121, Florida Statutes, and with all rules and regulations adopted and promulgated by the Administrator of the Florida Retirement System

necessary to carry out the purposes of Chapter 121, Florida Statutes. It is further understood and agreed that late payments come under provisions of Section 121.061, paragraphs (2) (a), (b) and (c), Florida Statutes.

6. Termination:

Once this agreement is made and approved it may not be revoked and all present General Employees electing coverage under this agreement and all future General Employees shall be compulsory members of the Florida Retirement System.

7. Past Service of Covered Group:

The City of Daytona Beach Shores hereby elects and agrees to provide benefits for past service from January 1, 1996 to January 31, 2020, for its General Employees covered by the Agreement, who were in its employ on February 1, 2020 in accordance with provisions of Chapter 121, Florida Statutes.

The cost to purchase past service credit is estimated to be _____ which the City of Daytona Beach Shores agrees to pay in the following manner: 100% upon execution of the Agreement, the remainder to be paid in equal annual installments of N/A each, the first one of said installments shall be paid on or before June 30, N/A and a like installment on each June 30th thereafter until the total cost is paid. This payment includes 6 1/2% interest compounded annually on the unpaid balance. It is further agreed that if an application for retirement benefits or a request for refund is received based in part on past service years, that the total amount of payments for past service credit to be refunded to said employee, shall be made from the payments made by said City of Daytona Beach Shores and if the payments of the City of Daytona Beach Shores are insufficient at the time said benefits or refunds are requested or are due to be paid, the City of Daytona Beach Shores will be required to make an additional payment sufficient to meet these demands prior to the processing of the request or warrant. This will be applicable until the total past service liability has been paid in full. It is understood and agreed that the above described method for liquidating past service liability of the City of Daytona Beach Shores does not preclude payment in part or in full of any amounts prior to the scheduled due dates. The City of Daytona Beach Shores by making this election shall have no right at any time in the future to purchase additional past service credit for its General Employees. Such statement of intent shall be binding and irrevocable effective with the date of coverage in the Florida Retirement System.

Clerk
(SEAL)

City of Daytona Beach Shores

By _____

Title: _____

This Agreement shall be effective as of the _____ day of _____, 20____.

Approved this _____ day of _____, 20____.

Director of the Division of Retirement

RESOLUTION NO. 2019-23

**A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES
REINSTATING MEMBERSHIP IN THE FLORIDA RETIREMENT
SYSTEM AND PROVIDING AN EFFECTIVE DATE.**

WITNESSETH

WHEREAS, by the adopted Ordinance on the 16th day of May, 1974
the **City of Daytona Beach Shores** established membership in the Florida Retirement System;
and

WHEREAS, by Ordinance adopted the 24th day of July 1996 the
City of Daytona Beach Shores revoked its membership in the Florida Retirement System; and

WHEREAS, the **City of Daytona Beach Shores** wished to reinstate its membership in
the Florida Retirement System; and

WHEREAS, pursuant to the Laws of Florida, the **City of Daytona Beach Shores**
declares as its policy and purpose, the reinstatement of election to participate in the Florida
Retirement System for all employees and officers hired on or after January 1, 1996; and

WHEREAS, all employees and officers of the **City of Daytona Beach Shores** who were
participants in the Florida Retirement System before January 1, 1996, remain as participants in
the system for as long as they are employees or officers of the **City of Daytona Beach Shores**
and all rights, duties, and obligation of the **City of Daytona Beach Shores** the system, and the
employees and officers remain in effect, and

WHEREAS, an employee or officer who is hired or takes office on or after 1st day of
February 2020 shall participate in the Florida Retirement System, and the **City of Daytona
Beach Shores** has obligation to the system with respect to such employees and officers; and

RESOLUTION NO. 2019-23 TO REJOIN THE

FRS PAGE 1 OF 2

City of Daytona Beach Shores

WHEREAS, it is the intent of the **City of Daytona Beach Shores** to reinstate its Membership with the retirement plan for all employees or officers hired on or after 1st day of February 2020, effective by separate resolution.

NOW, THEREFORE, be it resolved by the majority vote at the regular meeting on the 10th day of December 2019 as follows:

Section 1. It is hereby declared to be policy and purpose of the **City of Daytona Beach Shores** to reinstate its participation in the Florida Retirement System for all employees or officers hired after 1st day of February 2020.

Section 2. This Resolution shall remain in full force and effect until supplemented, amended, repealed or otherwise altered.

Section 3. This Resolution repeals all other action in conflict herewith.

Section 4. This Resolution shall take effect upon its passage and approval.

PASSED AND ADOPTED THIS 10th DAY OF DECEMBER, 2020.

Attest:

City of Daytona Beach Shores
Agency Name

Mayor – Nancy Miller

City Manager – Mike Booker

Approved as to form and correctness:

City Attorney – Raymond Branch

RESOLUTION NO. 2019-23 TO REJOIN THE
FRS PAGE 2 OF 2
City of Daytona Beach Shores



CITY COUNCIL AGENDA MEMORANDUM DECEMBER 10, 2019 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Fred Hiatt, Community Serv Director
PREPARED BY: Fred Hiatt, Community Serv Director
SUBJECT: Resolution 2019-25- Adopting updated and revised Fee Schedule

SYNOPSIS:

The City's Land Development Code fees are adopted, updated and revised on an as needed basis. The majority of these fees are adopted by Resolution. This keeps all the fees in one central location, instead of being scattered throughout multiple places in the code.

FISCAL IMPACT STATEMENT:

The minor adjustments proposed in this fee schedule update are small and will have a negligible impact on the city's current revenues.

BACKGROUND:

The last fee schedule update was approved by the City Council over 6 years ago, on September 24, 2013. The changes proposed in this updated fee schedule are necessary to address the following:

1. New and deleted fees created due to the adoption of new ordinances by the City Council.
2. Changes in Florida Statutes and Fire Codes.
3. A few minor increases.
4. Housekeeping items.

This update does not change the City's main Building Permit fees. These haven't been increased in over 10 years. Staff is currently studying these fees and may bring another update to Council in the next few months.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the updated/revised Land Development Code, Schedule of Fees.

SUGGESTED MOTION:

Move approval of Resolution 2019-25.

- ATTACHMENT:**
1. (FEE) Resolution 2019-25
 2. (FEES) 12-10-19 fee schedule final

RESOLUTION NO. 2019-25

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA PROVIDING FOR REVISIONS TO THE “LAND DEVELOPMENT CODE SCHEDULE OF FEES”; PROVIDING FOR CONSISTENT FEES FOR LETTER PREPARATION; PROVIDING FOR FEES FOR PLAN REVIEWS REQUESTED BEFORE COMPLETE APPLICATION SUBMITTAL; PROVIDING FOR THE CHANGE IN AMOUNT OF THE STATE OF FLORIDA DIVISION OF BUSINESS AND PROFESSIONAL REGULATION SURCHARGE; PROVIDING FOR MINIMUM FEES TO REINSTATE EXPIRED PERMITS; PROVIDING FOR FEES FOR PRINTING EXCESS PAGES OF ELECTRONIC PERMIT SUBMISSIONS; PROVIDING FOR REMOVAL OF PAINT PERMIT FEES; PROVIDING FOR FEES FOR BI-DIRECTIONAL AMPLIFIER PERMITS; PROVIDING FOR FEES FOR FIRE SPRINKLER HEAD RELOCATION OR CHANGE, HYDRANT FLOW TESTING, AND FIRE ALARM PANEL REPLACEMENT; PROVIDING FOR FEES FOR CERTIFICATES OF COMPLIANCE – VACANT PROPERTY; PROVIDING FOR THE ADDITION OF CLARIFYING LANGUAGE; PROVIDING FOR RENUMBERING; PROVIDING FOR FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores has adopted the *Land Development Code* which provides for the establishment of reasonable application, inspection, and other fees and charges to offset the costs of administration of the *Land Development Code*; and

WHEREAS, the City Manager has recommended a fee schedule to the City Council which includes normative adjustments and implementing administrative actions; and

WHEREAS, the City Council deems it reasonable, appropriate and in the public interest to establish a fee schedule as recommended by the City Manager.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, AS FOLLOWS:

SECTION 1. FINDINGS. The foregoing recitals (whereas clauses) are incorporated herein by reference and adopted as legislative and administrative findings in support of the matters set forth in this Resolution and made a part hereof.

SECTION 2. REVISION OF FEES AND CHARGES. The City Council of the City of Daytona Beach Shores hereby revises the “*Land Development Code Schedule of Fees*” attached as Exhibit “A” to this Resolution, which document is incorporated herein as a material part hereof, as the schedule of fees to be charged for development, building and construction

inspections and enforcement as referenced in and under the City's *Land Development Code*. All previously established fees and charges not revised in the attached Exhibit "A" are hereby ratified and affirmed. The City Council further ratifies and affirms all prior actions which it has taken and the City has taken relative to the establishment, imposition, assessment, collection and use, as well as all related actions, pertaining to fees and charges. The provisions of Section 3 of Resolution Number 2012-04 shall remain in full force and effect.

SECTION 3. CITY CLERK DUTIES. A copy of this Resolution shall be available in the Office of the City Clerk at all times.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. SEVERABILITY. If any Section or portions of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy Miller, Mayor

ATTEST:

By: _____
Michael T. Booker, City Manager

Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Raymond J. Branch, City Attorney

Passed and adopted on first reading this _____ day of _____, 2019.

Posted this _____ day of _____, 2019.

CITY OF DAYTONA BEACH SHORES FLORIDA



LAND DEVELOPMENT CODE SCHEDULE OF FEES Fiscal Year 2019-2020

DEPARTMENT OF COMMUNITY SERVICES
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
(386) 763-5377

(Up for Adoption December 10, 2019, with Resolution 2019-25)

INDEX OF FEES

	<u>PAGE</u>
SECTION I - GENERAL INFORMATION ON FEES	3
SECTION II - DEVELOPMENT FEES.....	4
SECTION III - BUILDING PERMIT FEES.....	9
SECTION IV - PLUMBING PERMIT FEES.....	13
SECTION V - ELECTRICAL PERMIT FEES.....	14
SECTION VI - MECHANICAL PERMIT FEES.....	15
SECTION VII - GAS PERMIT FEES.....	16
SECTION VIII - SIGNS AND ADVERTISING.....	17
SECTION IX - SEWER FEES.....	18
SECTION X - EXCAVATION AND FILL FEES.....	18
SECTION XI - LANDSCAPING FEES.....	19
SECTION XII - PAINTING PERMIT FEES.....	18
SECTION XIII - FIRE DIVISION FEES.....	20
SECTION XIV - CERTIFICATE OF USE FEES.....	22
SECTION XV - CONDITIONAL USE PERMIT FEES.....	22
SECTION XVI - FALSE ALARMS.....	22

SECTION I. GENERAL INFORMATION ON FEES

- A. Application fees are due and payable when the review request or applications are submitted.
- B. Permit and impact fees are due and payable upon issuance of the applicable permit.
- C. Double fees and penalty:

When work for which a permit is required is commenced prior to obtaining a permit, the permit applicant will be required to pay one hundred dollars (\$100.00) penalty plus a double permit fee.

- D. Re-inspection fees are required when failed work requires an inspector's return to the job site. These fees must be paid prior to the approval of any failed work. Re-inspection fees shall not be assessed if, without delaying the inspector, the work can be corrected while the inspector is on site.
- E. Reimbursable Costs are defined as the actual "out of pocket" costs encountered by the City of Daytona Beach Shores.

SECTION II. DEVELOPMENT FEES

A. Annexation:

Properties that are contiguous with the municipal boundaries of the City which are available for voluntary annexation.

No fee. (The City Council on February 24, 1999, enacted a Policy of 'metes and bounds' Surveys and advertising.)

B. Comprehensive Plan Amendment: costs.

\$550.00 (Application Fee), plus reimbursable

C. Re-zoning Fees:

\$110.00 (Application Fee), plus

Multi-family - \$110.00 (application fee), plus \$4.40 per unit based on the maximum number of units

Commercial - \$110.00 (application fee), plus \$26.40 per gross acre or any fraction thereof.

\$220.00 (minimum fee total)

D. Variances, Appeals & Special Exceptions:

\$110.00 (Application Fee), plus

Hotel & Multi-family - \$110.00 (application fee), plus \$4.40 per unit, based on the maximum number of units allowed.

Commercial - \$110.00 (application fee), plus \$26.40, per gross acre or any fraction thereof.

\$220.00 (minimum fee total)

E. Appeals to the ~~Construction Board of~~ ~~Adjustments~~ Planning and Zoning Board acting as the Fire Code Board of Adjustment and Appeals

\$220.00 (application fee)

F. Site Plans

Base Fees for all developments requiring site plan approval are due upon application and site plan submittal. Costs incurred by the City that are not covered by the base fee must be paid prior to final development approval.

1. Conceptual/Preliminary Site Plan Review -----\$110.00
2. Commercial Developments
 - Per 1000 sq. ft. GFA (Gross Floor Area) or
Portion thereof up to 20,000 sq. ft. -----\$ 27.50 + costs
PLUS
Per 1,000 sq. ft. GFA (Gross Floor Area)
above 20,000 sq. ft. ----- \$11.00 + costs
OR
Minimum Fee-----\$220.00 + costs
3. Residential Multi-family & Hotel/Motel Units
 - Per living unit up to 50 units ----- \$27.50 + costs
PLUS
Per living units above 50 units ----- \$11.00 + costs
OR
Minimum Fee-----\$220.00 + costs
4. Re-review of Site Plans after initial review -----\$110.00 per review
5. Amendments to Site Plan
 - a. If amendment substantially complies with initial plan ----- \$110.00 per review
 - b. If not in substantial compliance with initial site plan ----- Same as new site
6. Site Plan extensions ----- \$220.00 + costs
7. Lot Split / Property Line Adjustment-----\$220.00 + costs
8. Fire Division Reviews (See also Section XIII, subsection D)
 - Site Plan Initial Review Fee – all types
(includes one follow-up review)-----\$100.00
 - Additional Reviews (each)-----\$50.00
- G. Concurrency Determination ----- \$220.00 + costs
- H. Declaration of Condominium and Prospectus Review-----\$400.00 + costs
- I. Vacation of Rights-of-Way (ROW) Requests ----- \$500.00 + costs

J. Stormwater Reviews (Application Fees):

- No fee required for single-family or duplex construction
- For projects or impervious surfaces less than 5000 square feet where a waiver is being sought, a fee of \$100.00 plus reimbursable costs is required.
- Projects greater than 5000 square feet will be in accordance with the schedule below:

	Multi-family Residential	Commercial	Subdivision	Miscellaneous
Base Fee	\$275.00	Under 30, 000 sq. ft -\$165.00 Over 30,000 sq. ft. -\$330.00	\$275.00	\$275.00
Additional charge per acre for each acre or fraction thereof, up to 10 acres	\$44.00 per acre	\$66.00 per acre	\$44.00 per acre	\$44.00 per acre
Maximum total fee	\$715.00	\$990.00	\$715.00	\$715.00
Additional charge per acre for each acre or fraction thereof, over 10 acres up to 40	\$22.00 per acre	\$33.00 per acre	\$22.00 per acre	\$22.00 per acre
Maximum total fee	\$1,375.00	\$1,980.00	\$1,375.00	\$1,375.00

Note: The City's consulting engineers conduct storm-water reviews. Engineering charges in excess of those paid in the schedule above are considered reimbursable costs and will be due at time of permit issuance.

K. PUD (Planned Unit Development) Fees:

1. Preliminary Site Review -----\$440.00 (Base Fee)
PLUS
2. Per dwelling unit -----\$11.00
PLUS
3. Final Site Review -----\$440.00 (Base Fee)
4. Master Development Agreement Amendment-----\$550.00 + costs
5. Master Development Agreement Extension-----\$220 + costs

L. Development Agreement (Other than PUD)

1. Base Fee-----\$2,000.00 + costs
Plus,
2. Residential Multi-family & Hotel/Motel Units
Per living unit up to 50 units-----\$27.50
PLUS
Per living unit above 50 units-----\$11.00

AND/OR,
3. Commercial Developments

Per 1,000 sq. ft. GFA (Gross Floor Area) or
Portion thereof up to 20,000 sq. ft.-----\$27.50
PLUS
Per 1,000 sq. ft. GFA (Gross Floor Area)
above 20,000 sq. ft.-----\$11.00
4. Development Agreement Amendment-----\$550.00 + costs
5. Development Agreement Extension-----\$550.00 + costs

M. Reimbursable Costs

In addition to the Development fees set forth in Section II, the following items shall require the payment of reimbursable costs as follows:

Publication/Advertising costs -----Actual costs

When required by Ordinance:

Professional Reviews (Engineering, Legal, & Other) -----\$500.00 or Actual Costs
whichever is greater.

N. Zoning Verification Letters & Alcoholic Beverage Zoning Sign-Off ----- \$25.00

O. Miscellaneous Letters Requested by the public (prepared by staff)-----~~\$20.00~~25.00

Note: All site, development, variance and special exception plans must be submitted in standard hard copy format and in digital “pdf” format. Digital files shall be submitted on a cd. Plans not submitted in the digital format will be charged \$4.00 per sheet and \$10.00 for the cd.

(Res. Nos. 2012-08, 2013-16, 2019-25)

SECTION III. BUILDING PERMIT FEES

Building values for fees will be based upon the building valuation data published by the International Code Council (ICC) or the actual valuation, whichever is higher.

A. Base Fee (Issuing permit)-----\$11.00

\$50 – 15,000	\$5.70 per \$1,000	\$27.50 minimum
\$15,001 - \$100,000	\$85.50 first \$15,000	\$3.50 each additional Thousand
\$100,001 - \$500,000	\$383.00 first \$100,000	\$2.40 each additional Thousand
\$500,001 - \$1,000,000	\$1,343.00 first \$500,000	\$1.30 each additional Thousand
\$1,000,001 & above	\$1,993.00 first \$1,000,000	\$1.30 each additional Thousand

Note: A one hundred dollar (\$100.00) penalty, plus a double permit fee will be assessed when work requiring a permit is commenced prior to obtaining the applicable permit.

B. Plans Exam Fees – Non-Threshold Buildings and Structures

1. A plan exam fee shall be paid equal to one half (1/2) of the building permit fee for all projects other than threshold buildings, as defined by Florida Statutes 553.71.
2. One courtesy re-review is provided at no charge. Subsequent re-reviews will be billed at a rate of \$50.00 per review hour.
3. When plan reviews are requested prior to a complete permit application submittal by the licensed contractors or where an early review is requested concurrently with the site plan review process, a prepayment of plan exam fees is required as follows:

Residential and Commercial up to 5,000 sq. ft. -----\$500
Projects larger than 5,000 sq. ft -----Actual Plan Review Costs

C. Plans Exam Fees – Threshold Buildings

All projects designated as threshold buildings, as defined by Florida Statutes 553.71, shall require a plan checking fee equal to one quarter (1/4) of the building permit fee for internal review and processing, plus fees in accordance with the schedule below:

Total Building Valuation	FEES
\$0 - \$100,000	\$500.00
\$100,001 - \$500,000	\$500.00 plus \$1.25 per \$1,000 for each \$1,000 in excess of \$100,000.
\$500,001 - \$5,000,000	\$1,000.00 plus \$0.80 per \$1,000 for each \$1,000 in excess of \$500,000.
\$5,000,001 – and more	\$4600.00 plus \$0.55 per \$1,000 for each \$1,000 in excess of \$5,000,000.

Note: The schedule above only reflects the fees for a general building plan review covering requirements for the currently adopted Florida Building Code. There is a one-time base fee multiplier of 20% additional for each of the following disciplines: Plumbing, Electrical, Gas, & Mechanical Code reviews and 25% for Fire reviews. One courtesy re-review is provided at no charge. Subsequent re-reviews will be billed at a rate of \$125.00 per review hour. These fees must be paid up front at time of application.

D. DCA (Department of Community Affairs) Surcharges and DBPR (Department of Business and Professional Regulation) Surcharges.

These surcharges are required by two different Florida Statutes. They will be collected in one surcharge called “Florida DCA & DBPR Surcharge” calculated at ~~3.0%~~ 2.5% of the total permit fee or the minimum charge of \$4.00 per permit (replaced radon fees and previous DBPR fees).

E. Re-inspection Fees

1.	1 st re-inspection	\$60.00
2.	2 nd re-inspection	\$60.00
3.	3 rd re-inspection	\$60.00
4.	Each additional	\$100.00

Re-inspection fees are required when failed work necessitates an inspector’s return to the job site. These fees must be paid prior to the approval of any failed work. Re-inspection fees shall not be assessed if, without delaying the inspector, the work can be corrected while the inspector is on site.

F. Demolition or Moving Fee:

Single Story, per Building -----	\$100.00
Two Stories, per Building -----	\$200.00
Each Additional Story-----	\$100.00

G. Swimming Pools:

1. Pool fees are calculated based on value using the standard building permit fee schedule.

PLUS

2. Pools and spas less than 25,000 gallons-----\$350.00

OR

Pools and spas 25,000 gallons or greater-----\$500.00

3. Plan Review fee of ½ the building permit fee is required.

H. Fences:

Chain-link, each linear foot ----- \$0.15

Wood, each linear foot ----- \$0.20

Aluminum, Vinyl, PVC & Other ----- \$0.20

Concrete, each linear foot ----- \$0.55

Plan Review fee of ½ the fence permit fee is required.

I. Roofing:

Calculated the same as building permits, based on valuation.

Plan Review fee of ½ the roofing permit fee is required.

J. Re-activation of any expired permit:

Request comes within 0-3 months after expiration-\$35.00 Minimum or 1/4 original permit fee (whichever is higher).

Request comes between 3-6 months after expiration-\$35.00 Minimum or 1/2 original permit fee (whichever is higher).

Over 6 months after expiration date-----Apply for new permit
and pay full fee

K. Building/Fire Inspector Training Surcharge:

The BITS charge will be added to all construction permits to offset the costs expended in inspector training:

.0002 (multiplied by) the renovation or building value or,
\$5.00 minimum, whichever is higher

L. Temporary Certificates of Occupancy

Initial temporary certificate (valid for 60 days)-----\$500.00

Renewal (only one 60 day renewal allowed)-----\$250.00

M. Change Order Reviews (upon completion of the original plan review and once permit has been issued) changes to the original plans will be as follows:

Threshold building changes-----\$125.00 per hour
All other buildings and structures-----\$50.00 per hour

N. Local Product Approval Reviews

For review of products without Miami/Dade NOAs or Florida Product Approvals
-----\$500.00 per product

O. Printing charge for electronically submitted pages over Ten.....\$0.10 per page

Note: All Building plans must be submitted in standard hard copy format and in digital “pdf” format. Digital files shall be submitted on a cd. Plans not submitted in the digital format will be charged \$4.00 per sheet and \$10.00 for the cd.

(Res. Nos. 2012-08, 2013-16, 2019-25)

SECTION IV. PLUMBING PERMITS

- | | |
|---|---|
| 1. Minimum Fee ----- | \$27.50 |
| Base Fee (Issuing Permit)----- | \$11.00 |
| Each plumbing fixture, floor drain, trap or appliance ----- | \$ 3.30 |
| Each grease, oil, lint or other interceptor ----- | \$ 4.40 |
| Each pump ----- | \$ 3.30 |
| Solar Systems ----- | \$ 22.00 |
| Swimming Pools ----- | \$22.00 (Residential)
\$33.00 (Commercial) |
| Sanitary or storm sewer or building drain, from fixtures
in building to connection septic tank, public tank, sewer, or
existing private sewer ----- | \$ 5.50 |
| Rain leader, cast iron or storm sewer ----- | \$ 3.30 |
| Sewer Tap Fee ----- | \$50.00 |
2. Re-inspection fees will be assessed as indicated in Section III, ~~Item #4~~Letter E.
 3. Plans Exam fee is required for separate plumbing permits that require plan reviews that are not issued in conjunction with a primary building permit. This fee shall be ½ of the plumbing permit fee. Re-reviews will be conducted and assessed in the same manner as indicated in Section III, ~~Item #2~~Letter B.
 4. A one hundred dollar (\$100.00) penalty, plus a double permit fee will be assessed when work requiring a permit is commenced prior to obtaining the applicable permit.
 5. Florida DCA & DBPR Surcharge is assessed as indicated in Section III, ~~Item #3~~Letter D.

(Res. Nos. 2012-08, 2019-25)

SECTION V. ELECTRICAL PERMITS

1. Minimum Fee -----	\$27.50
Base Fee (Issuing permit) -----	\$11.00
Single-phase service, per amp increase -----	\$ 0.33
Three-phase up to 240 volt, per amp increase -----	\$ 0.55
Three-phase over 240 volt, per amp increase -----	\$ 1.10
Alterations/rewiring, per altered/added circuit -----	\$ 5.50
Swimming Pools -----	\$16.50 (Residential) \$27.50 (Commercial)
Inspection at owner's request -----	\$22.00 (Residential) \$38.50 (Commercial)
Temporary power on construction sites -----	\$11.00

Note: See also Fire Suppression System Fees, Section XIII, Page 10, which apply to mechanical permits for fire suppression systems.

2. Re-inspection fees will be assessed as indicated in Section III, ~~Item #4~~Letter E.
3. Plans Exam fee is required for separate electrical permits that require plan reviews that are not issued in conjunction with a primary building permit. This fee shall be ½ of the electrical permit fee. Re-reviews will be conducted and assessed in the same manner as indicated in Section III, ~~Item #2~~Letter B.
4. A one hundred dollar (\$100.00) penalty, plus a double permit fee will be assessed when work requiring a permit is commenced prior to obtaining the applicable permit.
5. Florida DCA & DBPR Surcharge is assessed as indicated in Section III, ~~Item #3~~Letter D.

(Res. Nos. 2012-08, 2019 - 25)

SECTION VI. MECHANICAL PERMITS

1. Minimum Fee ----- \$27.50
Base Fee (Issuing permit) ----- \$11.00
First \$1,000 of valuation ----- \$11.00
Each additional \$1,000 or fraction thereof ----- \$ 4.40
2. Re-inspection fees will be assessed as indicated in Section III, ~~Item #4~~Letter E.
3. Plans Exam fee is required for separate mechanical permits that require plan reviews that are not issued in conjunction with a primary building permit. This fee shall be ½ of the mechanical permit fee. Re-reviews will be conducted and assessed in the same manner as indicated in Section III, ~~Item #2~~Letter B.
4. A one hundred dollar (\$100.00) penalty, plus a double permit fee will be assessed when work requiring a permit is commenced prior to obtaining the applicable permit.
5. Florida DCA & DBPR Surcharge is assessed as indicated in Section III, ~~Item #3~~Letter D.
6. See also, SECTION XIII FIRE DIVISION FEES, which apply to mechanical permits for fire suppression systems.

(Res. Nos. 2012-08, 2019-25)

SECTION VII.**GAS PERMIT FEES**

- | | | |
|----|---|---------|
| 1. | Minimum Fee ----- | \$27.50 |
| | Base Fee (Issuing permit) ----- | \$11.00 |
| | One to four outlets ----- | \$ 5.50 |
| | Each additional outlet ----- | \$ 1.10 |
| | Each conversion burner, floor furnace, incinerator,
boiler or central heating/air condition units ----- | \$ 5.50 |
| | Each additional unit ----- | \$ 1.10 |
| | Vented wall furnaces and water heaters ----- | \$ 2.75 |
| | Each additional wall furnace or water heater ----- | \$ 1.10 |
| 2. | Re-inspection fees will be assessed as indicated in Section III, Item #4 <u>Letter E</u> . | |
| 3. | Plans Exam fees is required for separate gas permits that require plan reviews that are not issued in conjunction with a primary building permit. This fee shall be ½ of the gas permit fee. Re-reviews will be conducted and assessed in the same manner as indicated in Section III, Item #2 <u>Letter B</u> . | |
| 4. | A one hundred dollar (\$100.00) penalty, plus a double permit fee will be assessed when work requiring a permit is commenced prior to obtaining the applicable permit. | |
| 5. | Florida DCA & DBPR Surcharge is assessed as indicated in Section III, Item #3 <u>Letter D</u> . | |

(Res. Nos. 2012-08, 2019-25)

SECTION VIII. SIGNS AND ADVERTISING FEES

- | | |
|--|--------------------|
| 1. Minimum Fee ----- | \$27.50 |
| Base Fee (Issuing permit) ----- | \$11.00 |
| Signs with no electric wiring or lighting, first five (5) square feet ----- | \$ 5.50 |
| Signs with electric wiring or lighting, first five (5) feet---- | \$16.50 |
| Each additional square foot ----- | \$ 0.28 |
| Change of copy, per sign face ----- | \$11.00 |
| Wall graphics ----- | \$44.00 |
| Banner/Portable Signs ----- | \$38.50 |
| Relocation, Removal for repair and replacement, will require a new permit ----- | same as a new sign |
| Promotional Activity----- | \$50.00 |
| Political Signs: | |
| Refundable deposit ----- | \$220.00 |
| Application fee ----- | \$ 11.00 |
| Franchise Signs: | |
| Sign fee ----- | \$16.50 |
| Electrical fee ----- | \$16.50 |
| Annual reinspection fee, per sign, per property, to be assessed annually on business tax receipts----- | \$16.50 |
| Annual Sign Contractor License ----- | \$11.00 |
2. Re-inspection fees will be assessed as indicated in Section III, ~~Item #4~~Letter E.
 3. Plans Exam fee is required for sign permits that require plan reviews. This fee shall be ½ of the sign permit fee. Re-reviews will be conducted and assessed in the same manner as indicated in Section III, ~~Item #2~~Letter B.
 4. A one hundred dollar (\$100.00) penalty, plus a double permit fee will be assessed when work requiring a permit is commenced prior to obtaining the applicable permit.
 5. Florida DCA & DBPR Surcharge is assessed as indicated in Section III, ~~Item #3~~Letter D.

(Res. Nos. 2012-08, 2019-25)

SECTION IX.**SEWER FEES**

1. Sewer Development Fee:

An engineering fee shall be charged for

All projects with more than six (6)

ELU's (Equivalent Living Unit) ----- \$1,000.00

2. Sewer Tap Fee ----- \$ 50.00

3. Sewer Credits ----- \$16.50 (Application Fee)

4. Meter Reading ----- \$30.00 (Per Visit)

SECTION X.**EXCAVATION AND FILL FEES**

1. Excavations:

1. Permit Fee ----- \$100.00

2. Cash Deposit: For up to 200 square feet of opening ----- \$20.00 per sq. ft.

3. Per, 200 square feet and above ----- \$15.00 per sq. ft.

2. Costs: Any costs for legal, engineering, testing, or similar services will be charged to the applicant as a direct pass through expense.

(Res. Nos. 2012-08, 2019-25)

SECTION XI.**LANDSCAPING FEES**

1. Vegetation Removal; ~~Per acre or fraction thereof, base fee~~-----\$11.00
 Minimum Fee-----\$33.00
 ~~Per acre or fraction thereof~~-----\$11.00
2. Tree Removal:
 Minimum Fee -----\$33.00
 Per tree, up to \$500.00-----\$11.00

SECTION XII:-----PAINTING PERMIT FEES RESERVED

~~Applications are due at the time of application submission.~~

A.-----Permit Application

1. Class I -----\$43.50
2. Class II -----\$200
3. Class III -----\$200

B.-----Appeal Application

1. Class I -----\$220 + Costs*
2. Class II -----\$220 + Costs*
3. Class III -----\$220 + Costs*

~~* Appeals that are administrative in nature and utilize ONLY existing palette color(s) will be charged a reduced fee based on reduced staff time~~-----\$110.00 + Costs

C.-----Determination of Vested Right-----\$220 + Costs

~~Note: All paint permits include an \$11.00 base permit fee and a \$5.00 training surcharge.~~

(Res. Nos. 2013-16, 2014-07, 2019-25)

SECTION XIII.

FIRE DIVISION FEES

A. All Fire Suppression, ~~and Fire Alarm~~, and Bi-Directional Amplifier Permits will be subject to the following:

1. Permit Base Fee..... \$38.50
2. Fire Inspector Training Surcharge (Section III, Item #10).....minimum \$5.00
3. FL DCA & DBPR Surcharge (Section III, Item #3).....minimum \$4.00
4. Fire Suppression and Fire Alarm Permit Plans Review Fees:
 - a. In-House Review/Re-review.....\$75.00 per hour
 - b. * Outside Review Base Fee (shipping and processing cost).....\$50.00 per review
 - c. * Outside Review.....Actual cost**

** The following situations are among those that will trigger outside reviews:*

- *Assembly occupancies with an occupant load of 300 or above*
- *Buildings with more than one story or level*
- *Buildings larger than 8,000 sq. ft*
- *Mixed occupancies*

** Plans requiring outside reviews will also incur In-House Review fees to insure compliance with local codes and ordinances.*

***Based on the review cost of \$50.00 per hour or the current actual hourly rate.*

Please Note: Re-submittals/re-reviews will necessitate repeated review fees.

B. Fire Suppression Permit Specific Fees

1. Fire Sprinkler System
 - a. Base Inspection Fee (up to 10,000 sq. ft).....\$75.00
 - b. Each Additional 1,000 sq. ft..... \$10.00
 - c. Each Fire Sprinkler Re-Inspection..... \$60.00
 - d. Fire Sprinkler Head Relocation or Change.....\$75.00
2. Fire Suppression
 - a. Each Test..... \$75.00
 - b. Each Fire Suppression Re-Test..... \$60.00
3. Fire Pump Acceptance
 - a. Each Test.....\$300.00
 - b. Each Fire Pump Acceptance Re-Test.....\$300.00
 - c. Hydrant Flow Testing.....\$250.00
4. Hydrostatic Sprinkler System Tests:
 - a. 15 or fewer Sprinkler Heads.....(each occurrence)..... \$75.00
 - b. Each Hydrostatic Re-Test for 15 or fewer sprinkler heads..... \$75.00
 - c. 16 or more Sprinkler Heads.....(each occurrence)..... \$150.00
 - d. Each Hydrostatic Re-Test for 16 or more sprinkler heads \$150.00

C. Fire Alarm and Bi-Directional Amplifier Permit Specific Fees

1. Per Floor Inspection Fee	\$60.00
2. Per Floor Re-Inspection Fee (each re-inspection).....	\$60.00
3. <u>Fire Alarm Panel Replacement.....</u>	<u>\$180.00</u>

D. Fire Division Fees Associated with Site Plan Review (See also Site Plan Review Fees, Section II, subsection F)

1. Site Plan Initial Review Fee – all types (includes one follow-up review).....	\$100.00
2. Additional Reviews (each).....	\$50.00

(Res. Nos. 2013-16, 2019-25)

SECTION XIV. CERTIFICATE OF USE FEES

1. Zoning Confirmation -----\$25.00
2. Fortune teller, Astrology or similar enterprise background check-----\$100.00
3. Certificate of Use Building/Fire Division Inspections
 - a. Commercial Spaces less than 2,000 sq. ft. -----\$100.00
 - b. Commercial Spaces between 2000-5000 sq. ft. -----\$200.00
 - c. Commercial Spaces greater than 5000 sq. ft.-----\$300.00
 - d. Hotel/Motels less than 10 units-----\$100.00
 - e. Hotel/Motels between 10-50 units-----\$200.00
 - f. Hotel/Motels 50 units and above-----\$300.00
4. Certificate of Use Appeals-----\$220.00 + costs
5. Certificate of Compliance – Vacant Property Fees:
 - a. Application Fees (includes zoning confirmation)-----\$125.00
 - b. Appeal to City Manager-----\$60.00
 - c. Appeal to Special Magistrate-----\$220.00 + costs

SECTION XV. CONDITIONAL USE PERMIT FEES

1. Application Fee
 - a. Administrative Applications-----\$110.00
 - b. Non-Administrative Applications-----\$220.00 + costs
2. Re-reviews after initial review-----\$110.00
3. Renewals-----\$110.00

SECTION XVI. FALSE ALARMS

1. First three (3) false alarms in a calendar year.....No charge
2. Fourth (4th) false alarm in a calendar year.....\$50.00
3. Each false alarm after the fourth (4th) false alarm in a calendar year.....\$100.00
4. Failure to appear and reset the alarm within one (1) hour of being notified
of the alarm sounding by the City (each occurrence) \$20.00

(Res. Nos. 2012-08, 2019-25)



CITY COUNCIL AGENDA MEMORANDUM DECEMBER 10, 2019 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Fred Hiatt, Community Serv Director

SUBJECT: Approval Request:

Sewer Force Main Mapping/Inspection/Modeling Project
McKim & Creed

SYNOPSIS:

The majority of the city's sewer forcemain piping was installed in the late 60's. This piping is critical for keeping the sewer transmission system operating properly. Because this piping is under constant pressure, there's been no way easy way to assess it's condition and plan for replacement. Up to now we've used the imperfect method of making repairs when something breaks. Phase 1 of this project will enable us to take advantage of new technologies by identifying the best way to assess the system's overall condition and by creating a model and master utility plan.

FISCAL IMPACT STATEMENT:

Phase 1 of this project is proposed to cost \$107,418. In this year's 2019/2020 Annual Budget, there is 2.575 million available for this plan and the Phase 2 assessment and improvements.

BACKGROUND:

The City Council approved a 5 year continuing services engineering contract with McKim & Creed on February 12, 2019. McKim & Creed specializes in utility/sewer projects of this nature. Their Phase 1 proposal will locate, map and model the city's forcemain system. It will also identify the optimum method needed to asses the system's condition. They will prepare the bid package and assist with the Phase 2 bid project (if approved by Council). Lastly we will have a comprehensive map and GIS Model of our system.

LEGAL REVIEW:

The contract and current proposal will be forwarded to our legal counsel, Mr. Raymond Branch, for his review and approval.

RECOMMENDATION:

Staff recommends approval of this work order request in a not to exceed amount of \$107, 418.

SUGGESTED MOTION:

Move approval of the McKim & Creed "Work Order Initiation Request" dated Sept. 27, 2019 for the not to exceed amount of \$107,418.

ATTACHMENT: 1. Forcemain Syst Assess_Mapping- work order proposal



139 Executive Circle, Suite 201. Daytona Beach, Fl. 32114 (386) 274-2828

WORK ORDER INITIATION

for the

CITY OF DAYTONA BEACH SHORES

Date: 27Sep2019
Consultant Proposal Number: 192302
City Master Agreement: RFQ 2018-01

1. PROJECT TITLE:

Collection System Assessment and Mapping

2. PROJECT UNDERSTANDING:

The City of Daytona Beach Shores (CITY) would like to develop a Wastewater GIS model; utility mapping and asset attribute information, to track infrastructure assets and develop long-term Capital Improvement Projects. The City's current wastewater system infrastructure includes 13 wastewater pump stations, approximately 504 wastewater collection manholes, approximately 95,253 LF of wastewater collection pipes, and approximately 46,831 LF of forcemains. It has been identified that approximately 46,831 LF of forcemains are to be mapped for incorporation into the GIS model. It is understood that the CITY does not have an existing GIS model and that the new GIS model will be initially developed using a combination of legacy maps to be provided by the CITY, noting that the GIS Model information of the force main system will be included in the GIS Model that is being prepared for the wastewater collection system under a separate task.

The CITY has requested that McKim & Creed prepare a GIS map of the existing forcemains using legacy documents. The map will be utilized to develop a forcemain assessment specification and bid tables for the City to provide a short list of pre-approved contractors which have been pre-qualified to perform the forcemain inspections. Prior to the development of the specification and bid documents, McKim & Creed will conduct a field inspection of forcemain system valves using the legacy mapping. The intent of the inspections will be to locate the valves in an effort to determine potential insertion points of inspection devices and to verify their existence and location in order to properly develop the GIS model. McKim & Creed will also visit each of the 13

pump stations and determine if equipment insertion through pump station valves is possible. After the field inspections have been completed, McKim & Creed will perform an assessment of applicable forcemain inspection technologies that could potentially be utilized for the forcemain inspections. The results of the assessment will be documented in a Technical Memorandum. The technical Memorandum will present the results of the assessment, will identify the recommended technology(ies) to be utilized for each forcemain inspection and include the budgetary project cost estimates for completing the inspections. McKim & Creed will submit the Technical Memorandum to the City for review, and upon completion of that review, will attend a meeting to discuss any requested modifications of the document and/or additional information that the City may deem necessary to move forward with the preparation of the forcemain inspection technical specifications and bid documents.

Physical inspection of the existing forcemains will be conducted as part of Phase 2 of this project, not included within this project scope. The primary goal of the forcemain inspections is to locate and identify the piping which requires some form of repair/rehabilitation and potentially additional inspection efforts. The results of the inspections will also be utilized to update the GIS model of the forcemain system and to aid in the development of a future master plan and hydraulic model. Also to be included in future phases of this project, not included within this scope, will be updates to the City's CIP to assist with Master Planning efforts, identified of necessary improvements, design and CEI services for the recommended improvements, and hydraulic modeling.

3. SCOPE OF SERVICES:

Subject to the terms and conditions of the Continuing Engineering Contract Agreement, made and entered into February 15, 2019, by and between the City of Daytona Beach Shores and McKim & Creed, Inc., identified herein, and the additional terms and conditions contained in this Work Order, McKim & Creed, Inc. offers to provide the Services described in the following tasks:

Task 1 – Project Management

This Task includes project management, project team coordination and periodic meetings with the CITY. Work associated with this Task includes the following:

- Project Set-up
- Project Kickoff Meeting
- Project Deliverable Review Meetings
- Invoicing and Status Reports
- Schedule Management
- Quality Assurance/Quality Control (QA/QC)

Project Kickoff Meeting:

McKim & Creed will prepare an agenda and attend a project kickoff meeting with CITY's staff to discuss the project goals and expectations for this project. The kickoff meeting will include discussion of the project schedule, deliverables, the plan of study, and major milestone review meetings. McKim & Creed will prepare meeting notes and distribute to the meeting attendees following the meeting.

Project Deliverable Review Meetings:

McKim & Creed will prepare an agenda and attend up to two (2) project deliverable meetings with CITY's staff to discuss the project findings, provide an overview of the changes made to the GIS, discuss the recommended approach for inspecting the sanitary forcemains, and to review the technical specifications and bid documents. McKim & Creed will prepare meeting notes and distribute to the meeting attendees following the meeting.

QA/QC:

McKim & Creed will perform reviews of written documentation and mapping to ensure delivery of a quality product. Quality reviews consist of an internal QA/QC procedure that will be performed by a senior-level technical expert, not directly involved in development of the documents. The senior level technical expert will review documents for proper application of the approved assumptions, calculation methods, and operational procedures.

Task 2 – Forcemain Inspection Technology Assessment

Under this Task, McKim & Creed will identify available forcemain inspection and assessment technologies. The primary evaluation will include development of a matrix that allows for the development of a decision tree that will be utilized to determine what inspection technologies are the most applicable to each individual forcemain system. Included in the matrix will be pipe size, pipe material, previous recorded failures, planned replacement (if any) and development of asset criticality rankings. Criticality ratings will primarily be developed using O&M repair data and an assessment of which piping has the highest and lowest consequence of failure. Prior to completing the technology assessment, McKim & Creed will complete field surveys in an effort to identify the quality of the legacy data; mapping and 'As-Built's', and to identify locations that can be utilized to launch the proposed inspection devices. Field visits will consist of locating existing forcemain valves and evaluation pump station discharge piping. Upon completion of the GIS Model construction, McKim & Creed will coordinate with the City to identify lengths of piping in need of assessment based on failure history, age, material and consequence of failure. A Technical Memorandum will be prepared that identifies the results of the forcemain inspection technology assessment, the results of the needs assessment conducted with the City, recommendations of which technology(ies) can be utilized to provide the necessary forcemain condition information and the projected costs for completing the inspections. The Technical Memorandum will utilize the mapping prepared as part of the GIS Model creation, Task 4, to highlight the piping systems recommended for inspection and the proposed approach for completing the work. It is the intent of McKim & Creed to include the mapping as part of the

technical specification/bid document package. The Technical Memorandum will be submitted to the City for review, and upon completion of that review by the City, McKim & Creed will attend a meeting to discuss any requested modifications of the document and/or additional information that the City may deem necessary to move forward with the preparation of the forcemain inspection technical specifications and bid documents.

Task 3 – Technical Specification and Bid Document Preparation

McKim & Creed will develop a preliminary performance specification/pre-qualification bid package for the CITY to advertise with the goals of generating a prequalified list of forcemain inspection and assessment contractors. The performance specification/pre-qualification to be developed will outline the minimum years of relevant experience required, testing methods to be utilized, include questions regarding equipment availability and technology limitations, contractor recommended applications of the inspection technology, request for lists of previously completed similar projects (with references) and samples of inspection results on similar pipe sizes and materials. After reviewing each contractor submittal, McKim & Creed will prepare a recommended contractor bid list for City review.

McKim & Creed will attend one (1) Pre-bid Meeting to answer questions which may be asked by the interested contractors and will be available to field any additional questions. Upon receipt of Bids, McKim & Creed will review the costs and qualifications of each submitting contractor and prepare a Letter of Recommendation for Award.

Task 3 – GIS Modeling

Under this Task, McKim & Creed will create an ESRI 'ArcInfo' compatible (version to be determined) GIS geodatabase. Prior to GIS model development, McKim & Creed staff will meet with the CITY's staff to determine the datasets that will be included in the GIS model and the methodology that will be implemented to represent the various utility features. After the meeting, McKim & Creed will prepare a Memorandum of Understanding that describes the processes/methodologies that will be undertaken to create the GIS model and the specifications for the GIS model deliverable. We will perform a desktop quality control review of the legacy forcemain asset inventory, see mapping in **Appendix A**. This will include an assessment of missing or questionable forcemain system features. Any collected data will be merged with the CITY's new wastewater collection system GIS model that is being developed under a separate project. This Task does not include location designations and test holes related to the forcemains illustrated on the legacy schematic maps provided by the CITY. For the forcemain system coverages, separate shape files will be created using developed, or existing, data dictionary nomenclature and asset symbology. The following minimum information will be included in the forcemain GIS model; piping location/designation, pipe size, depth and materials based on available legacy data. Once the GIS model (Shapefiles) has been created, McKim & Creed's GIS staff will meet with the CITY's staff to review the GIS model deliverable. If the CITY's staff requires additional time to review the deliverable an extended time for the review will be

provided and McKim & Creed will address any comments from the CITY's review and modify the GIS model as appropriate based on the comments received.

ASSUMPTIONS

- CITY will provide the available requested forcemain physical data including record drawings, pipe material data, pipe invert elevations, grade elevations, etc.
- CITY will include standard front end documents for bidding.
- CITY will provide a primary point of contact person with whom McKim & Creed shall coordinate all project activities.
- No software costs or software training for the CITY are assumed in this scope of services but can be negotiated separately using the funds identified as Owners Allocation.

PROJECT DELIVERABLES

- Forcemain Inspection Technology Assessment Technical Memorandum (Three (3) copies and Adobe pdf file)
- Bid Contractor Pre-qualification Package (Three (3) copies and Adobe pdf file)
- Forcemain Assessment and Inspection Performance Specifications and Bid Documents (Three (3) copies and Adobe pdf file)
- Completed GIS Model, geodatabase, and associated shape files.

4. PROJECT SCHECULE:

<u>Task</u>	<u>From NTP</u>
Project Kickoff Meeting	2 weeks
GIS Modeling	2 months
Forcemain Inspection Technology Assessment Technical Memorandum	3 months
Technical Specifications and Bid Documents	4 months

5. COMPENSATION:

McKim & Creed proposes to provide the scope of services outlined above in accordance with the following lump sum fees. Compensation will be monthly in the form of the percent complete for each phase of the work.

Task 1 – Project Management	\$15,656
Task 2 – Forcemain Assessment Recommendations Tech Memo Preparation	\$37,872
Task 3 - Bid Document Preparation	\$17,450
Task 4 – GIS Model Preparation	\$26,440
Task 5 – Owners Allowance	\$10,000
Total – Tasks 1-5	\$107,418

6. CORRESPONDENCE/REPORTING PROCEDURES:

- ENGINEER's project correspondence shall be directed to Charles Hill, PE.
- All City project correspondence shall be directed to the Community Services Director.
- ENGINEER shall provide a minimum of forty-eight (48) hours' notice prior to conducting fieldwork/site visits. ENGINEER shall provide a minimum of seven (7) days notification for site visits requiring the assistance of City personnel.
- ENGINEER acknowledges that all City directives shall be provided by the City Community Services Director.
- A health and safety plan must be submitted and approved by the City Community Services Director prior to conducting any fieldwork/site visits.
- In addition to the original copies delivered as stated in the scope of work, all project deliverables will be submitted in electronic format on USB flash drive or other City approved device prior to approval of final invoice.

7. INVOICING/FUNDING PROCEDURES:

For work performed, invoices shall be submitted monthly to the City of Daytona Beach Shores, City Clerk, Attn.: Cheri Schwab, 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida 32118. Contingency services will be billed as incurred only after written authorization provided by the City to proceed with those services.

City Invoicing Code: _____

8. INVOICING PROCEEDURES

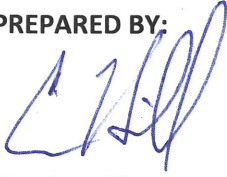
At a minimum, in addition to the invoice amount(s) the following information shall be provided on all invoices submitted on the Work Order:

- A. Project Number, Purchase Order Number and Contract Amount.
- B. The time period (begin and end date) covered by the invoice.
- C. A short narrative summary of activities completed in the time period
- D. Contract billing method – Lump Sum or Cost Times Multiplier
- E. If Lump Sum, the percent completion, amount due, previous amount earned and total earned to date for all tasks (direct costs, if any, shall be included in lump sum amount).
- F. If Cost Times Multiplier, hours, hourly rates, names of individuals being billed, amount due, previous amount earned, total earned to date for each task and other direct costs (receipts will be required for any single item with a cost of \$50 or greater or cumulative monthly expenses greater than \$100).
- G. If the Work Order is funded by multiple funding codes, an itemization of tasks and invoice amounts by funding code.

9. SPECIAL CONSIDERATIONS:

The consultant named above is required to comply with Section 119.0701, Florida Statutes (2013) where applicable.

PREPARED BY:



Charles Hill, PE
Regional Manager
McKim & Creed, Inc.

27 SEP 2019

Date:

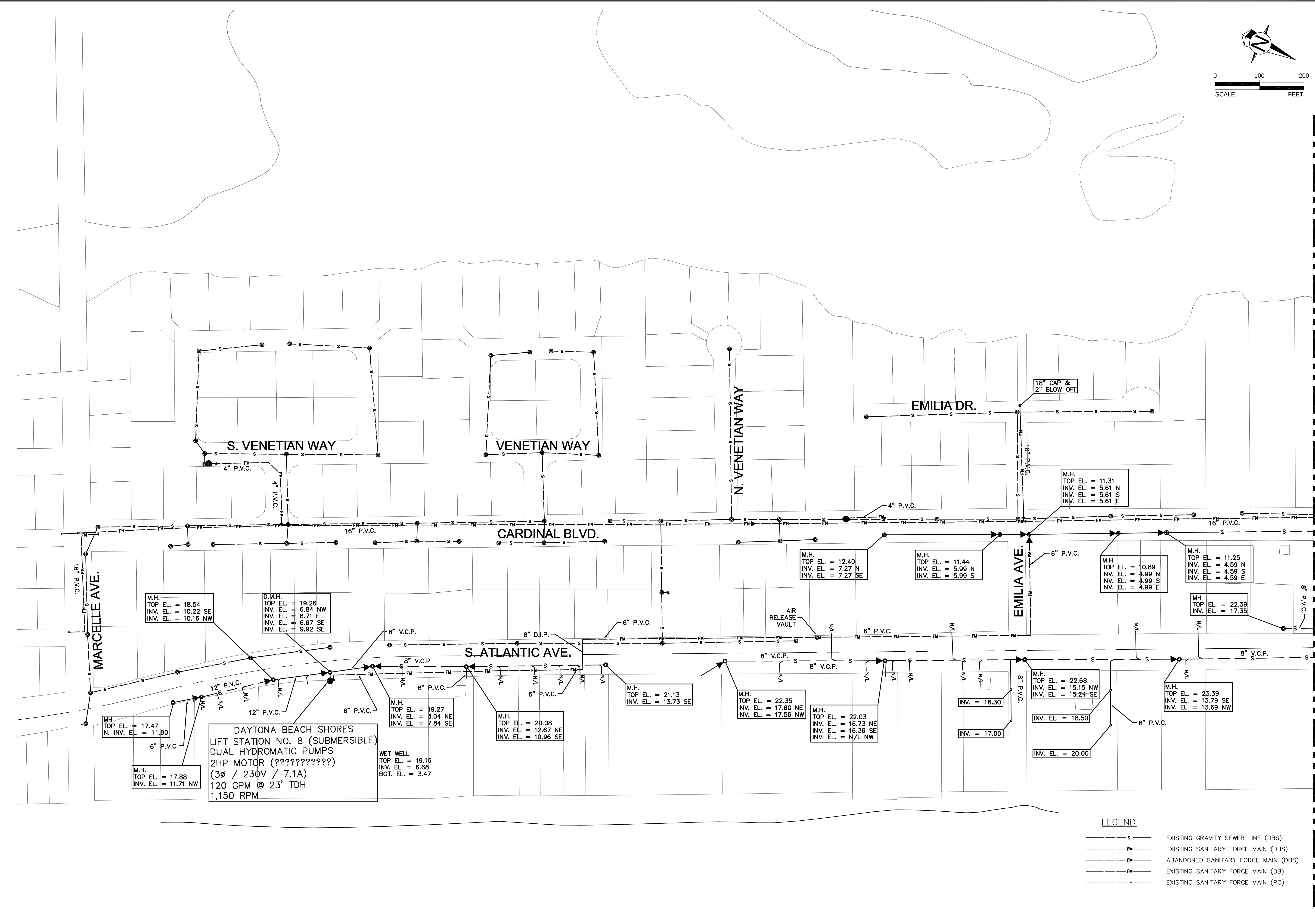
APPROVED BY:

Fred Hiatt
Community Services Director
City of Daytona Beach Shores

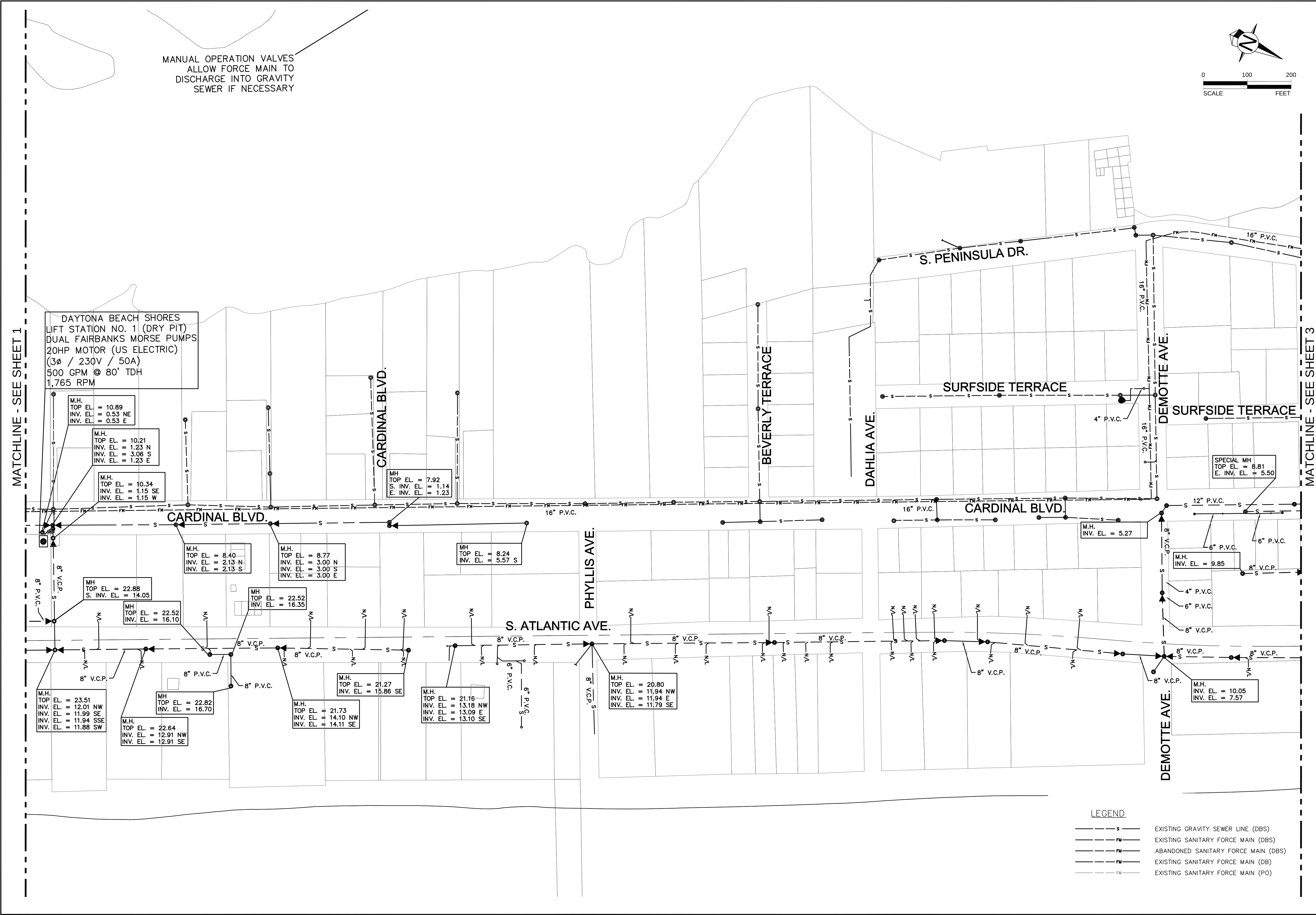
Date:

Appendix A

Drawing name: C:\temp\AcPublish_568\MCE UTILITY ATLAS.dwg SHT-1 Jul 17, 2013 10:36am by: dpadgett

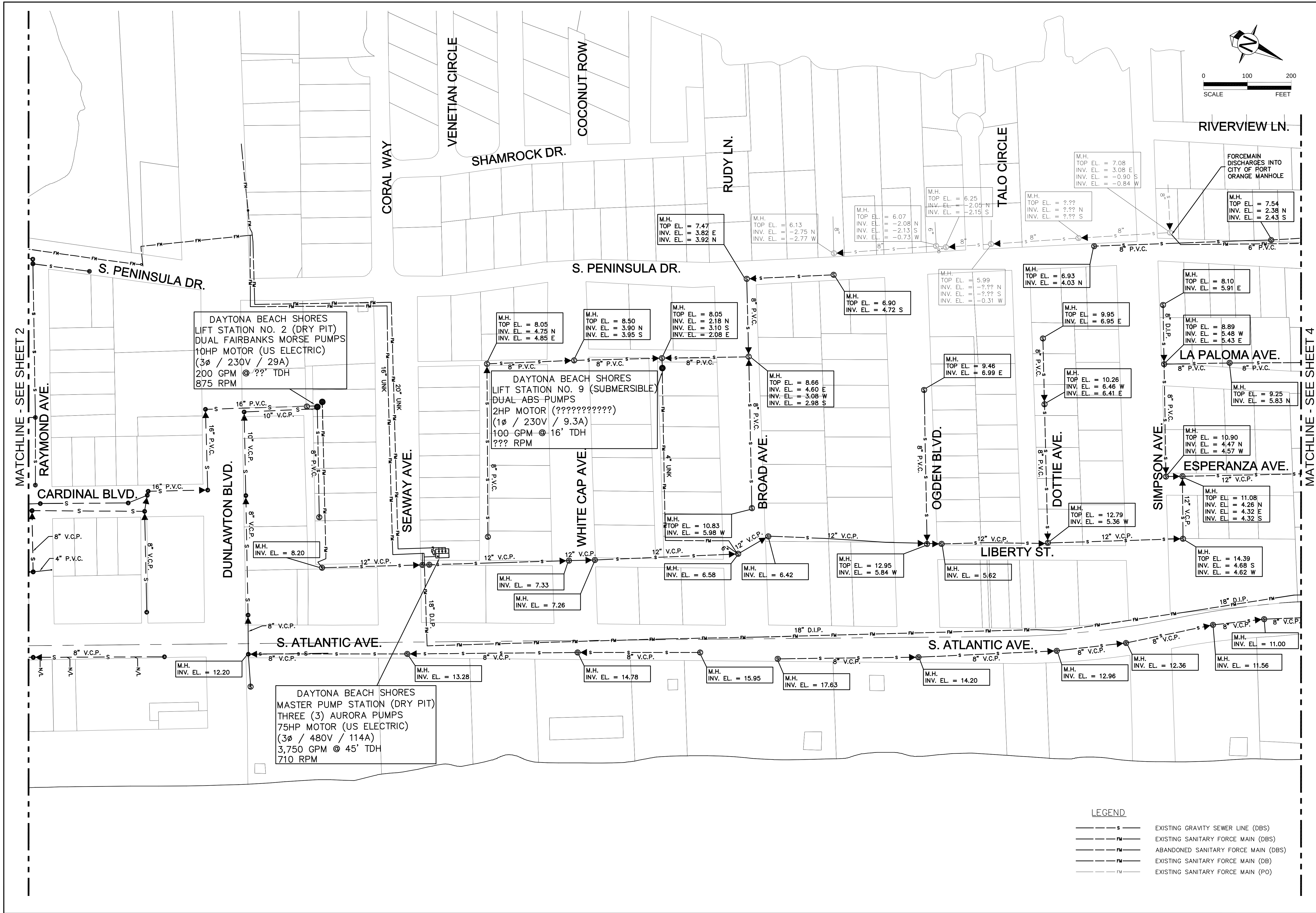


Drawing name: C:\temp\AcPublish_568\MCE UTILITY ATLAS.dwg SHT-2 Jul 17, 2013 10:36am by: dpadgett



REVISIONS		DATE	BY
No.			
2. \Administrative Marketing\YEDS Logo\YEDS 2.jpg			
Phone: 386.753.0258 89 Spring Villa Drive			
Fax: 386.753.0778 Daytona, FL 32113			
CERTIFICATE OF AUTHORIZATION NO. 27592			

UTILITY ATLAS		CITY OF DAYTONA BEACH SHORES		FLORIDA	
DESIGN ENGINEER:		VOLUSIA COUNTY			
MIKAL REED HALE, P.E. #58048					
DATE		02/11/13			
PROJECT NO.		10519			
SHEET NUMBER		2			

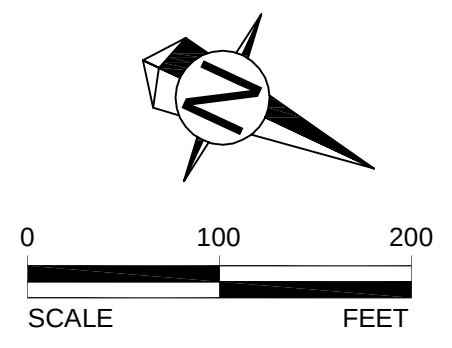
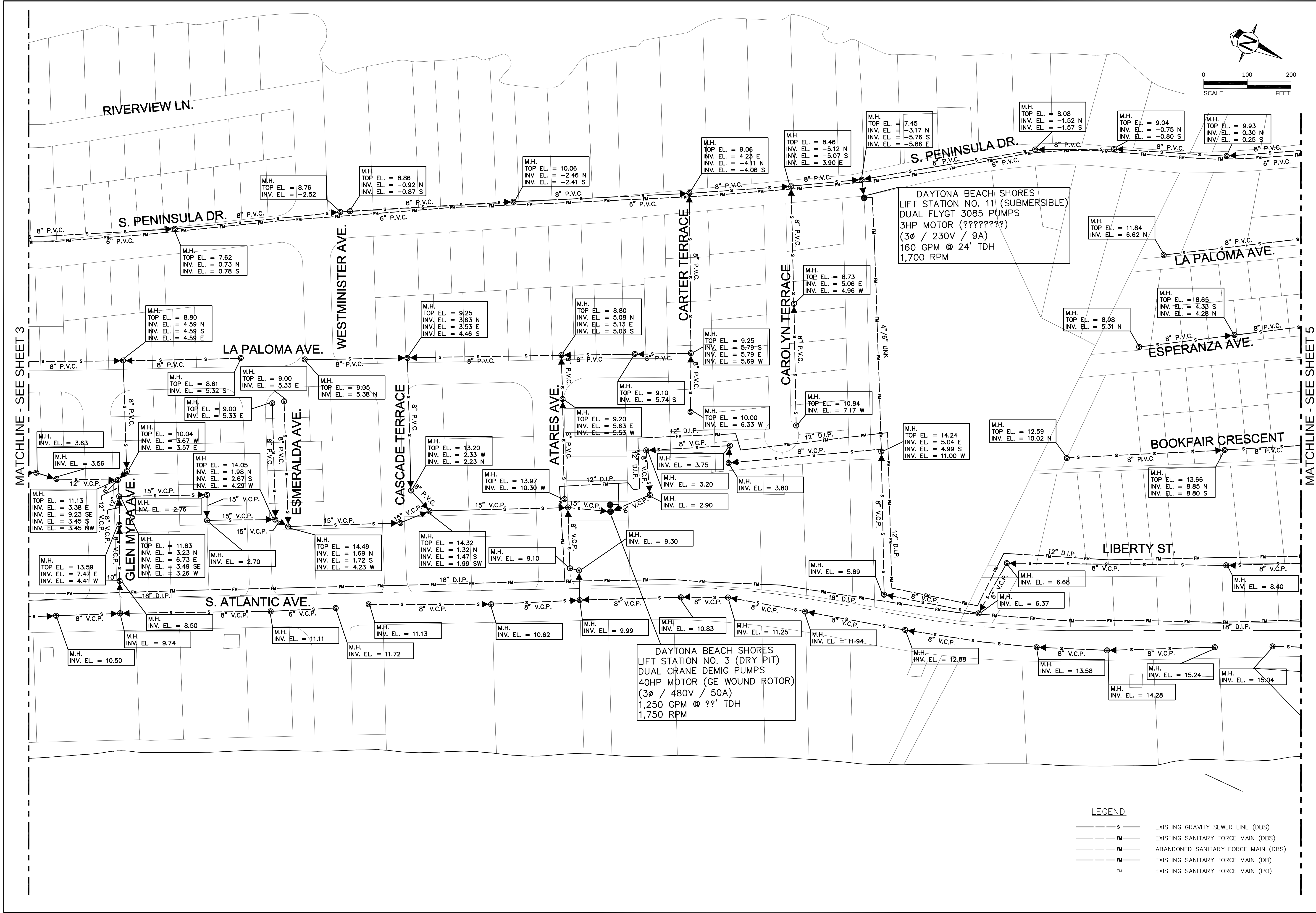


REVISIONS		DATE	BY

2: Administrative Marketing\YEDS Logo\YEDS 2.jpg	Phone: 386.753.0558 Fax: 386.753.0778 89 Spring Villa Drive Daytona, FL 32173	CERTIFICATE OF AUTHORIZATION NO. 27592

DESIGN ENGINEER: MIKAL REED HALE, P.E. #58048	UTILITY ATLAS	CITY OF DAYTONA BEACH SHORES FLORIDA VOLUSIA COUNTY

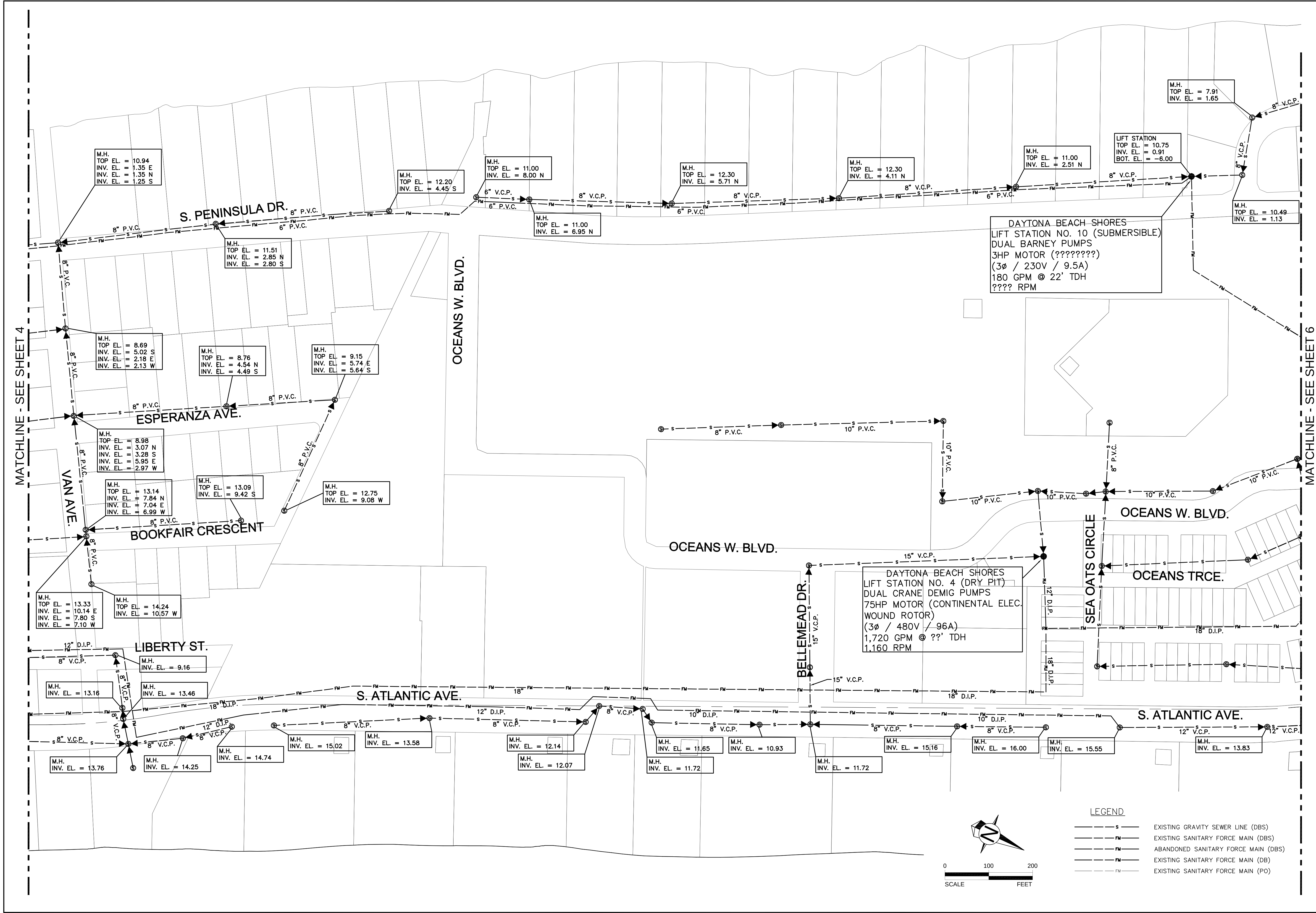
DATE 02/11/13
PROJECT NO. 10519
SHEET NUMBER 3



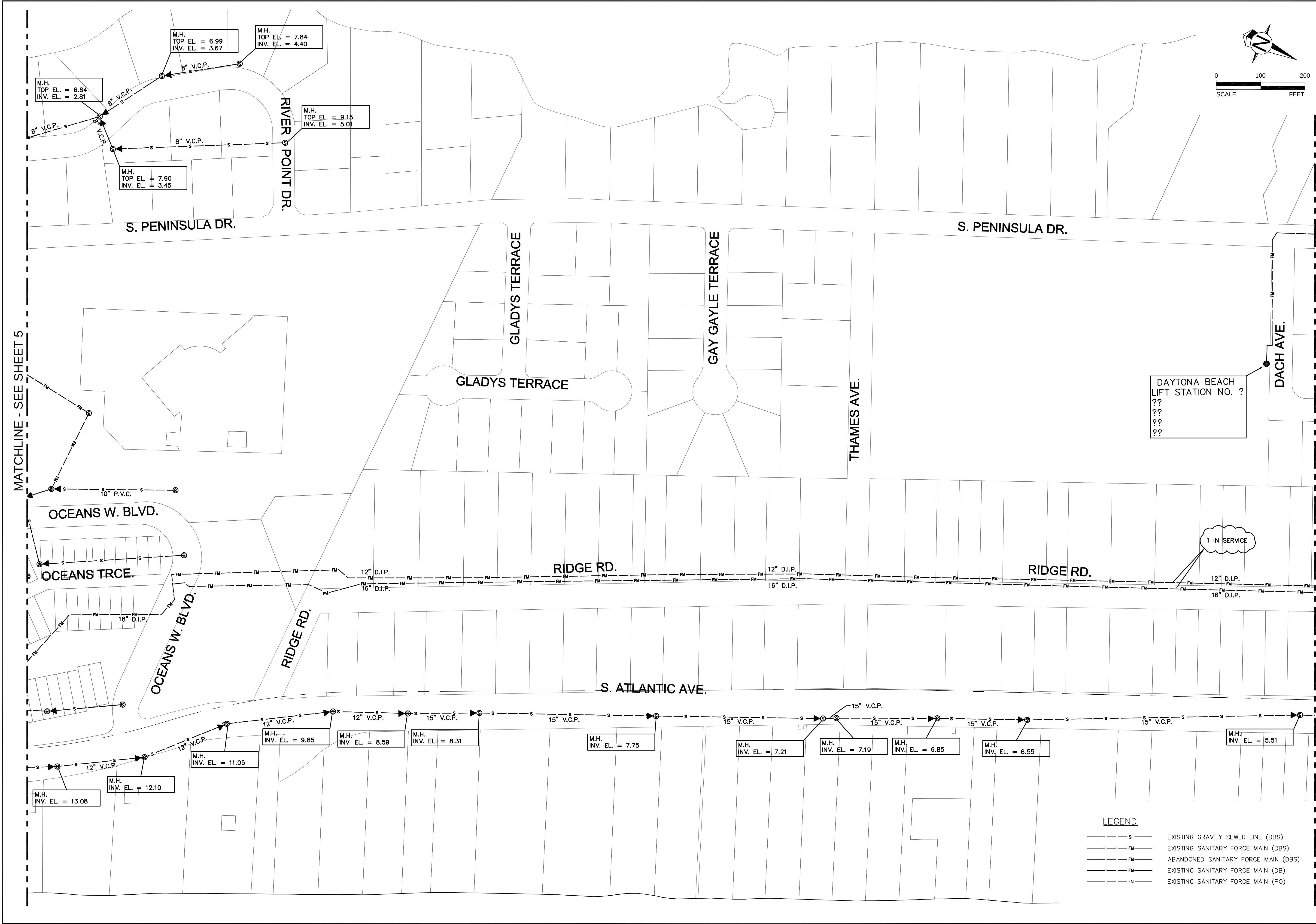
LEGEND

---	EXISTING GRAVITY SEWER LINE (DBS)
---	EXISTING SANITARY FORCE MAIN (DBS)
---	ABANDONED SANITARY FORCE MAIN (DBS)
---	EXISTING SANITARY FORCE MAIN (DB)
---	EXISTING SANITARY FORCE MAIN (PO)

CITY OF DAYTONA BEACH SHORES		FLORIDA	
VOLUSIA COUNTY		DESIGN ENGINEER: MIKAL REED HALE, P.E. #58048	
DATE 02/11/13		REVISIONS	
PROJECT NO. 10519		BY	
SHEET NUMBER 4		DATE	
		NO.	
		2: Administrative Marketing\YDS Logo\YDS 2.jpg	
		Phone: 386.752.0258 89 Spring Villa Drive	
		Fax: 386.752.0278 Daytona, FL 32117	
		CERTIFICATE OF AUTHORIZATION NO. 27592	

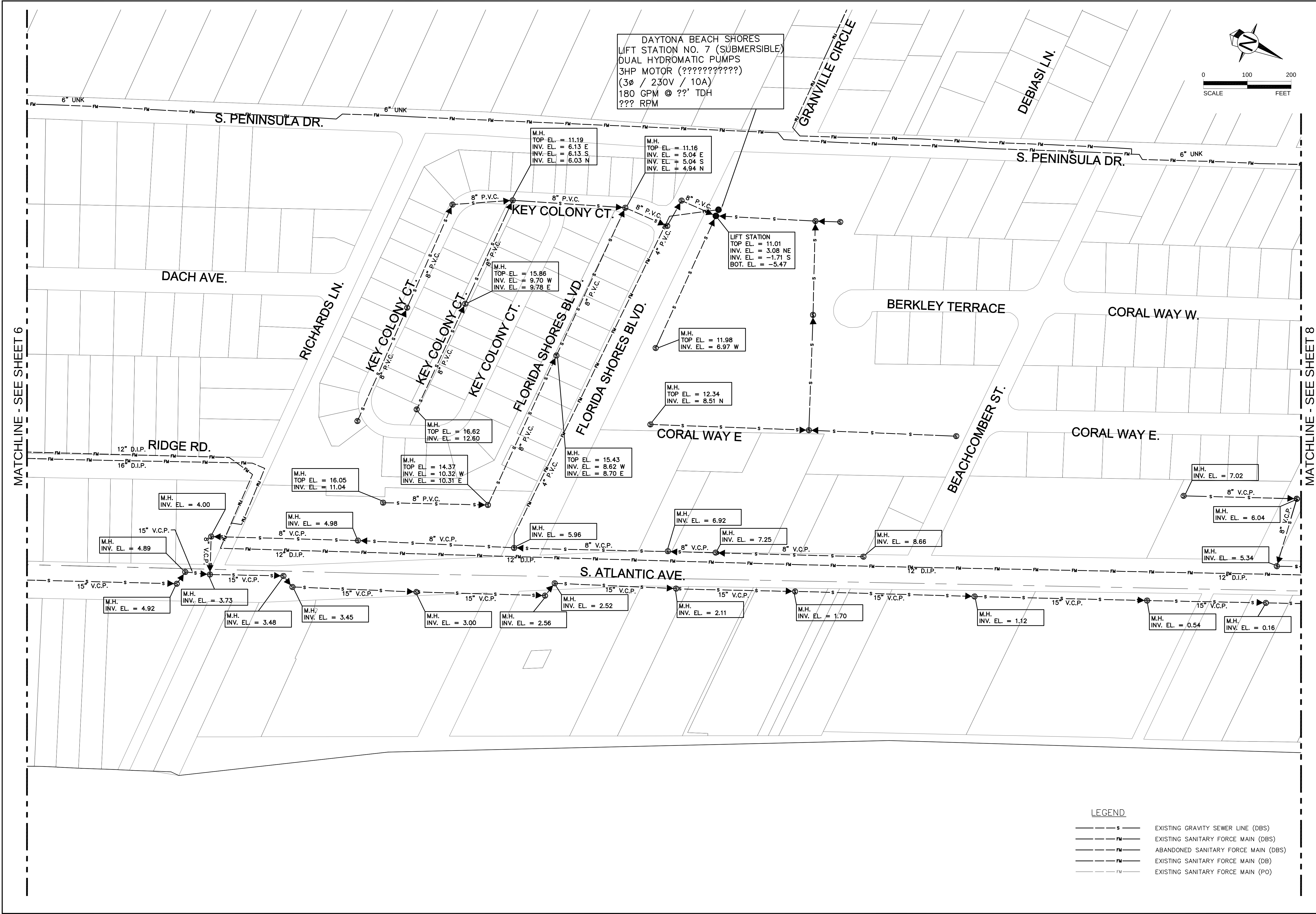


REVISIONS		DATE	BY
No.			
2: Administrative Marketing\TDS Logo\TDS 2.jpg			
Phone: 386.753.0558 80 Spring Villa Drive			
Fax: 386.753.0778 Daytona, FL 32119			
CERTIFICATE OF AUTHORIZATION NO. 27592			
DESIGN ENGINEER:		MIKAL REED HALE, P.E. #58048	
UTILITY ATLAS		FLORIDA	
CITY OF DAYTONA		VOLUSIA COUNTY	
BEACH SHORES		DATE 02/11/13	
		PROJECT NO. 10519	
		SHEET NUMBER	
		5	

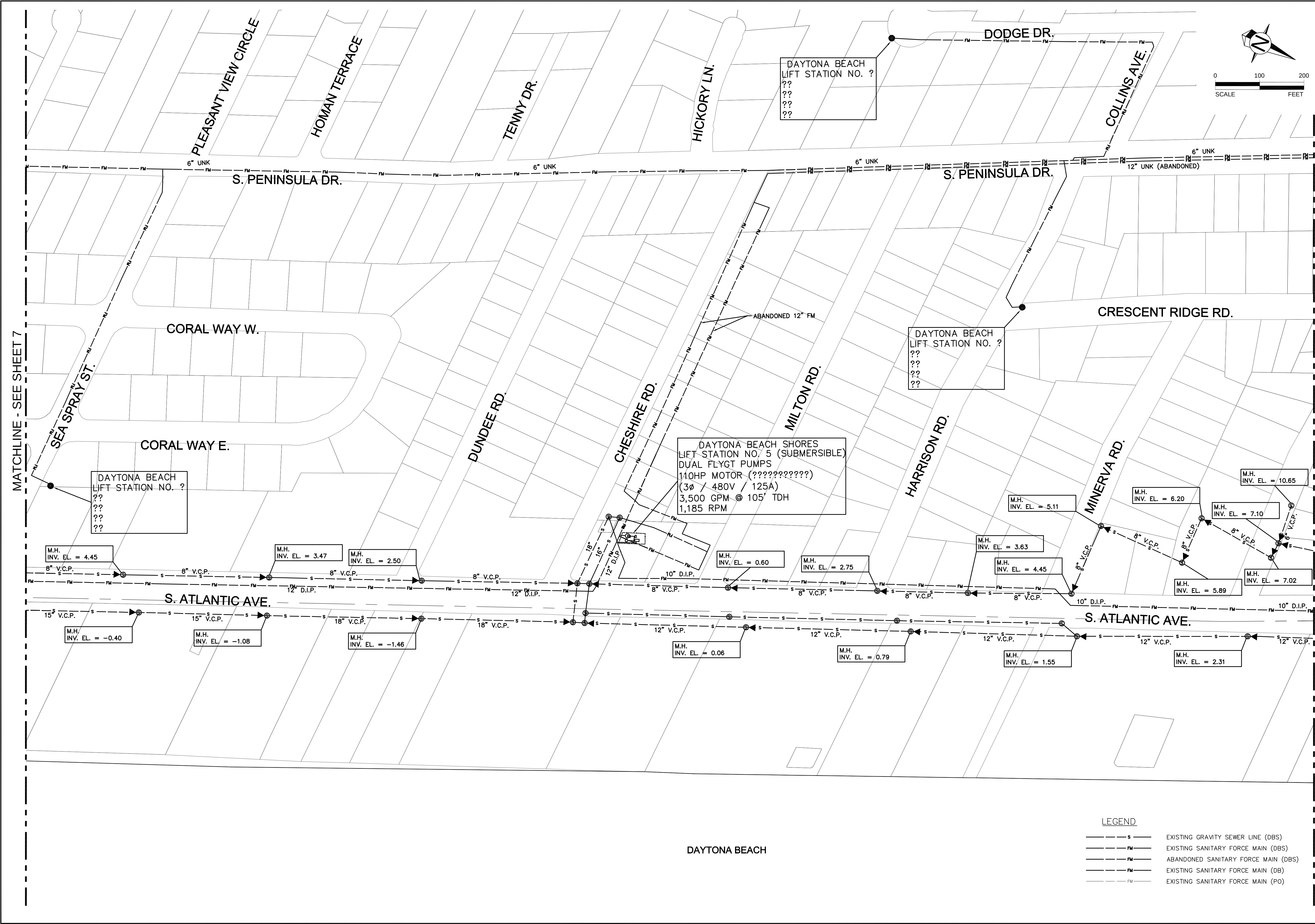


REVISIONS		DATE	BY
No.			
Z:\Administrative Marketing\TDS Logo\TDS 2.jpg			
Phone: 386.753.0258 89 Spring Valley Drive			
Fax: 386.753.0778 Dade City, FL 33713			
CERTIFICATE OF AUTHORIZATION NO. 27592			
DESIGN ENGINEER:		MIKAL REED HALE, P.E. #58048	
UTILITY ATLAS		CITY OF DAYTONA BEACH SHORES	
		VOLUSIA COUNTY FLORIDA	
DATE		02/11/13	
PROJECT NO.		10519	
SHEET NUMBER		6	

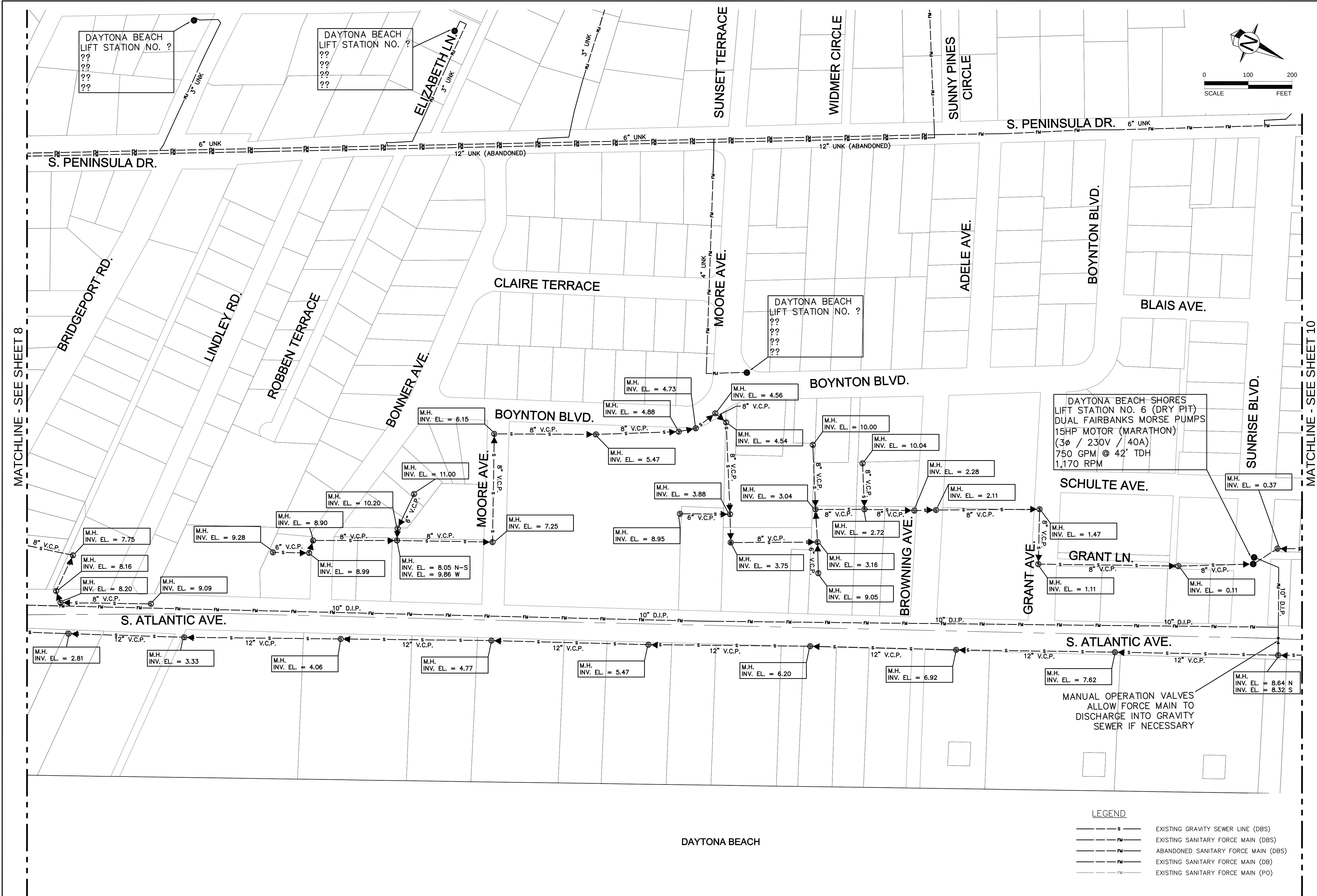
Drawing name: C:\temp\AcPublish_568\MCE UTILITY ATLAS.dwg SHT-7 Jul 17, 2013 10:36am by: dpadgett



Drawing name: C:\temp\AcPublish_568\MCE UTILITY ATLAS.dwg SHT-8 Jul 17, 2013 10:36am by: dpadgett



REVISIONS		DATE	BY
No.			
2. Administrative Marketing\YEDS Logo\YEDS 2.jpg			
Phone: 386.752.0558 89 Spring Valley Drive			
Fax: 386.752.0778 Daytona, FL 32113			
CERTIFICATE OF AUTHORIZATION NO. 27592			
DESIGN ENGINEER:			
MIKAL REED HALE, P.E. #58048			
UTILITY ATLAS		CITY OF DAYTONA	
		BEACH SHORES	
		FLORIDA	
		VOLUSIA COUNTY	
		DATE	
		02/11/13	
		PROJECT NO.	
		10519	
		SHEET NUMBER	
		8	



REVISIONS		DATE	BY
No.			
2. Administrative Marketing\YEDS Logo\YEDS 2.jpg			
Phone: 386.753.0558 89 Spring Vista Drive			
Fax: 386.753.0778 Daytona, FL 32113			
CERTIFICATE OF AUTHORIZATION NO. 27592			

DESIGN ENGINEER:
MIKAL REED HALE, P.E. #50048

UTILITY ATLAS

CITY OF DAYTONA
BEACH SHORES
VOLUSIA COUNTY
FLORIDA

DATE
02/11/13

PROJECT NO.
10519

SHEET NUMBER
9



REVISIONS		DATE	BY
No.			
2. Administrative Marketing\YEDS Logo\YEDS 2.jpg			
Phone: 386.753.0558 89 Spring Valley Drive			
Fax: 386.753.0778 Daytona, FL 32113			
CERTIFICATE OF AUTHORIZATION NO. 27592			
DESIGN ENGINEER: MIKAL REED HALE, P.E. #58048			
UTILITY ATLAS			
CITY OF DAYTONA		FLORIDA	
BEACH SHORES		VOLUSIA COUNTY	
DATE		02/11/13	
PROJECT NO.		10519	
SHEET NUMBER		10	



CITY COUNCIL AGENDA MEMORANDUM DECEMBER 10, 2019 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Economic Development Commercial Lease Subsidy Program Application 12019031:
Foxy Lox Hair Colour and Design, LLC - 3348 S. Atlantic Avenue, Ste. C

SYNOPSIS:

On October 23, 2019 Paul and Jenna Opezzo, Authorized Member and Manager of Foxy Lox Hair Colour and Design, LLC, respectively, submitted an Economic Development Commercial Lease Subsidy Program Grant Application to the City. If approved, the grant would aid the applicant's hair salon business with a lease subsidy for up to three (3) years, subject to the terms of City Council approval. The business opened in early November and now occupies a previously vacant commercial unit at the 3348 S. Atlantic Avenue mini plaza.

FISCAL IMPACT STATEMENT:

Funds are budgeted in the FY2019-2020 for economic development incentives.

BACKGROUND:

On July 9, 2019 the Daytona Beach Shores City Council approved Ordinance 2019-06, which, among other things, establishes an Economic Development Commercial Lease Subsidy Program. This program authorizes the City Council to grant lease subsidies to new businesses in the amount of up to 30% for the first year, up to 20% for the second year and up to 10% for the third year, with the total amount not to exceed \$20,000. After much publicity, on October 23, 2019 the City received its first completed lease subsidy grant application from Foxy Lox Hair Colour and Design, LLC, currently located at 3348 S. Atlantic Avenue, Suite C. The hair salon acquired City approval to open on November 6, 2019. The location in question had been vacant since December 2009.

If approved within the maximum allowance of the lease subsidy program as seen in **Exhibit A** (Grant Application) and **Exhibit B** (Grant Agreement), the total grant amount to the business would be \$4,774.32 over the three year term.

LEGAL REVIEW:

RECOMMENDATION:

The Economic Development Review Committee has reviewed the subject application and unanimously recommends approval of the Foxy Lox Hair Colour and Design Economic Development Commercial Lease Subsidy Program Grant Application.

SUGGESTED MOTION:

A City Council member may move as follows:

1. "I move to approve Economic Development Commercial Lease Subsidy Program Grant Application 12019031 as presented"

OR

2. "I move to approve Economic Development Commercial Lease Subsidy Program Grant Application 12019031 with the following conditions..."

OR

3. "I move to deny the application on the basis of the following"

ATTACHMENT:

1. Exhibit A-Foxy Lox Lease Subsidy Application
2. Exhibit B-Foxy Lox Grant Agreement

402463

RECEIVED

OCT 23 2019

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM

GRANT APPLICATION

(There is no entitlement to any reward, but the City encourages applications and the opportunity to work with applicants.)

DATE RECEIVED:

REFERENCE:

(Please Print)

APPLICANT NAME: *Paul Opezzo*
 CONTACT PERSON (if an entity): *Jenna Opezzo*
 ADDRESS: *3348 S. A1A Suite C*
 CITY: *DB Shores* STATE: *FL* ZIP: *32118*
 TELEPHONE: *386-689-3141* FAX:
 EMAIL ADDRESS: *jennaopezzo@gmail.com*

APPLICANT BUSINESS STRUCTURE:

(Please check all that apply)

☐ Sole proprietorship/individual☒ Corporation☐ Limited Liability Company☐ Other

GRANT TYPE:

(Check one only)

Lease Subsidy**Other**☒ New Business (Buildout or Lease Subsidy)☐ Land Purchase☐ Existing Business Expansion☐ Façade/Beautification☐ Existing Business Relocation☐ Alternative Grant Request☐ Existing Business Lease Extension

PROJECT SITE INFORMATION:

Address: *3348 S. Atlantic Ave Ste. C*City: *Daytona Beach Shores*State: *FL*Zip: *32118*

Tax Parcel ID:

BASE REAL PROPERTY VALUE:

Most recent City Taxable Value \$ *See attached* Year:
Maximum New Investment Value \$
Certified by a licensed Florida Engineer or Architect \$ *N/A*

PROJECT DESCRIPTION:

See attached.

PROJECT BENEFITS TO THE CITY:

See attached.

REQUIRED PROJECT CHECKLIST:

- ☒ Certification by Applicant
- ☒ Application Authorization or Affidavit of Ownership
- N/A* ☐ Site plan, building plans, elevations and a detailed scope of work
- ☒ Business Plan
- N/A* ☐ Estimate by a Licensed Engineer or Architect certifying amount of new investment
- ☒ Most recent property tax bill and truth in millage statement

CERTIFICATION BY APPLICANT

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for obtaining funds from the City of Daytona Beach Shores Economic Development Program and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the improvements on the property. **Evidence of this authority must be attached.**

Verification of any of the information contained in this application may be obtained from any source named herein.

It is further understood that all information obtained will be held in strict confidence and used for no other purposes by the City of Daytona Beach Shores inconsistent with controlling law. I have received and reviewed the program guidelines prior to submitting this application.

SIGNATURE:



DATE: 10-22-19

PRINTED NAME:

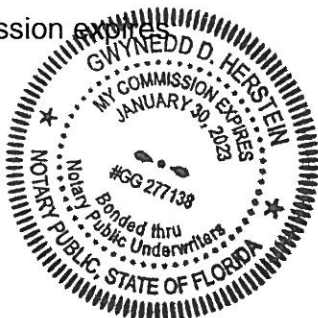
Paul Opezzo

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4th day of November, 20 19 by Paul Opezzo, who is personally known to me, OR who has produced FL Drivers License as identification and did (did not) take an oath.

My commission expires



Printed Name:
NOTARY PUBLIC


Gwynedd D. Herstein

AFFIDAVIT OF OWNERSHIP*

PROPERTY ADDRESS:
TAX PARCEL ID:

See attached.

Signed and sealed
in the presence of:

WITNESS #1 (Signature)

OWNER (Printed Name)

NAME PRINTED

WITNESS #2 (Signature)

OWNER (Signature)

NAME PRINTED

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this day of , 20
by , who is personally known to me, OR who has
produced as identification and did (did not) take an oath.

My commission expires:

Printed Name:
NOTARY PUBLIC

***NOTE: If more than one owner please provide additional affidavit of ownership
for each owner.**

AUTHORIZATION TO APPLY

I, LYNN JONES, am the owner of the following described property:

PROPERTY ADDRESS: 3348 South ATLANTIC Ave Unit C,
D.B.S., FL., 32118

I do hereby authorize the following named individual or entity to apply for an Economic Development grant and enter into an agreement with the City of Daytona Beach Shores.

AUTHORIZED REPRESENTATIVE:
(IF APPLICABLE)

JENNA OR PAUL Opezzo

PROPERTY OWNER (1) (Print Name)
Name)

LYNN JONES

PROPERTY OWNER (2) (Printed

PROPERTY OWNER (1) (Signature)
(Signature)

[Signature]

PROPERTY OWNER (2)

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of October, 2019 by LYNN JONES, who is personally known to me, OR who has produced Driver's License as identification and did (did not) take an oath.

My commission expires: 2/10/2021

Carolyn Smith

Printed Name: Carolyn Smith
NOTARY PUBLIC



[Signature]
10/29/19

PROGRAM APPLICATION PROCESS

1. Applicant meets with staff to discuss economic development program and potential project eligibility.
2. Applicant submits a complete application for staff eligibility review.
3. Staff conducts eligibility review and prepares City Council report.
4. City Attorney drafts agreement for City Council consideration.
5. City Council evaluates application, staff report and draft agreement and makes a final determination in approval of the grant and associated terms.

GRANT PAYMENTS ELIGIBILITY AND PROCESS

1. The applicant shall provide make a request in writing and provide firm evidence to the Finance Director that all terms and conditions of the agreement approved by the City Council have been satisfied.
2. Upon review of the evidence provided and legal review, the Finance Director shall provide a recommendation to the City Manager who shall determine whether the applicant has met all terms and conditions of the agreement to the satisfaction of the City.

COMMERCIAL LEASE

RECEIVED

OCT 23 2019

BUILDING AND OFFICE DIVISION
CITY OF DAYTONA BEACH SHORES

LESSOR: SYLVESTER LYNN JONES

LESSEE: Jenna and Paul Opezzo { Foxy Lox Salon }

PROPERTY: 3348 S. Atlantic Avenue, Unit C, Daytona Beach Shores, Volusia County, FL 32118
("Leased Premises").

Lessor does hereby lease to Lessee the following described property and building located at 3348 S. Atlantic Avenue, in the City of Daytona Beach Shores, County of Volusia and State of Florida.

TO HAVE AND TO HOLD the same for an initial term of 3 years commencing on October 1, 2019. Lessee covenants and agrees to the following terms and to pay to the Lessor upon execution of this Lease, the following:

For each year of the initial term and subsequent option terms of this Lease, Lessee shall pay to Lessor the following monthly amounts which includes a 3% annual increase in monthly rental fee, sales tax at the rate of 5.8%, and common area maintenance fees, (hereinafter referred to as "CAM"), in the amount of \$41.85:

Three One Year Options

Year 1-Monthly Rent in the amount of \$650.00, plus \$37.70 sales tax, plus \$41.85 CAM, for a total of **\$729.55 monthly**;

Year 2-Monthly Rent in the amount of \$669.50, plus \$38.83 sales tax, plus \$41.85 CAM, for a total of **\$750.18 monthly**;

Year 3-Monthly Rent in the amount of \$689.58 plus \$39.99 sales tax, plus \$41.85 CAM, for a total of **\$771.42 monthly**;

In the event of Lessee's failure in making payments for five (5) days or more, Lessor will assess a late penalty charge of five (5%) percent of the unpaid amount of such payment;

All payments to be made payable to: **Coastal Living Real Estate, LLC., 3619 Tresto St, N.S.B. Fl. 32168**, or other such person as the Lessor may from time to time designate in writing;

Lessor grants to Lessee an option to renew and extend this lease upon written notice provided to Lessor within ninety (90) days prior to the end of the option term, upon terms and conditions to be agreed upon between Lessor and Lessee;

Lessor agrees to deliver the premises in good working condition.

THE LESSOR AND LESSEE HEREBY COVENANT TO AND WITH EACH OTHER AS FOLLOWS, TO WIT:

1. USE: The Leased Premises are to be used by Lessee for use as a hair salon and other related activities pertaining to Lessee's business license. Lessee shall at its own costs and expense obtain any and all licenses and permits necessary for such use.
2. UTILITIES: Lessee agrees to pay, before delinquent, all charges for electricity, telephone, gas, water, and waste (garbage removal).
3. TAXES/INSURANCE: Starting at the end of the third year of the lease lessee agrees to pay or cause to be paid a prorated share of the yearly property taxes levied against the land and building and improvements situated thereon and property insurance, including hazard insurance, based upon the square footage of the Leased Premises. The Leased premises is 614 square feet and is equivalent to approximately 15.5% of the total space.

Lessee agrees to pay all taxes levied upon personal property, including trade fixtures and inventory kept on the leased premises by Lessee.

4. MAINTENANCE: Lessee agrees not to do anything to jeopardize the structure of the building. Lessee agrees to take good care of the property and its fixtures, to suffer no waste, and to maintain the interior of the Leased Premises in good repair and clean condition including the ceiling, plumbing, electrical wiring, fixtures, air conditioner, walls, floors, doors, and windows. Lessee agrees to surrender to Lessor the Leased Premises in as good condition and repair as the Leased Premises shall be at the commencement of this Lease.

Lessor shall maintain the roof and outside walls.

5. ALTERATIONS: Lessee shall not make any alterations, additions or improvements, including any sign, marquee, or awning without securing Lessor's written consent. Any such alterations, additions, or improvements shall become the property of the Lessor upon expiration of this Lease.

6. TRADE AND OTHER FIXTURES: Lessee may install or cause to be installed such equipment and trade or other fixtures as are reasonably necessary for the operation of its business. Such equipment and trade or other fixtures shall remain personal property.

7. CASUALTY DAMAGE: Upon the occurrence of any casualty or peril, Lessee shall give immediate notice to Lessor. If, in the opinion of Lessor, the leased premises are rendered

substantially unfit for occupancy, this Lease may be terminated. If, in the opinion of Lessor, the leased premises are not thereby rendered substantially unfit for occupancy or use, Lessor may promptly and diligently cause damage to be repaired up to the amount of insurance coverage. Any additional amount necessary for said repairs shall be paid by Lessor or Lessee as agreed between them. If Lessor and Lessee cannot agree on paying the additional amount for said repairs, then this Lease shall be terminated and null and void.

8. LIABILITY INSURANCE-HOLD HARMLESS: Lessor shall not be liable to Lessee or Lessee's employees, patrons, or visitors for any damage to persons or party caused by any action, omission or negligence of Lessee, and Lessee agrees to hold Lessor harmless from all claims from any such damage; nor shall Lessor be liable for any damage to persons or property due to the building or any part or appurtenance thereof being improperly constructed, or being or becoming out of repair, and Lessee accepts said premises as suitable for the purposes for which the same are leased, and accepts the said building and each and every appurtenance thereof and waives defects therein.

Lessee agrees, at Lessee's expense, to maintain in force continuously throughout the term of this Lease public liability insurance covering the Leased Premises, with limits of a minimum \$1,000,000.00 for bodily injury and \$100,000.00 for property damage and shall forthwith furnish Lessor a certificate by the insurer that such insurance is in force naming Lessor as an additional insured.

9. COMPLIANCE WITH LAWS: Lessee agrees to promptly comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Municipal, or other lawful authority pertaining to the use and occupancy of the Leased Premises.

10. ASSIGNMENT AND SUBLETTING: Lessee shall not assign this Lease or allow the same to be assigned by operation of law or otherwise, or sublet said premises or any part thereof, or use or permit same to be used for any purposes other than as above specified, without Lessor's prior written consent, which shall not be unreasonably withheld. Any such assignment or sublease shall be subject to all the terms and conditions of this Lease, and Lessee shall remain liable for the payment of the rent and the performance of all of the terms and conditions. If Lessee assigns or subleases the subject property, there shall be paid to Lessor a transfer fee of \$1,500.00.

11. BANKRUPTCY: Should Lessee make an assignment for benefit of creditors, or be adjudicated bankrupt, such action shall constitute a breach of this Lease for which Lessor, at his option, may terminate all rights of the Lessee under this Lease.

12. EMINENT DOMAIN/ENVIRONMENTAL: If all or any part of the leased premises is taken under the power of eminent domain, or conveyed under the threat of condemnation proceedings, and Lessor shall determine that the remainder is inadequate to or unsatisfactory for the purposes of this Lease, which determination shall not be arbitrarily or capriciously made, then this Lease shall terminate effective as of the date Lessee is required to give up the right to occupy or use the premises. Lessee shall have not right to make any claim against Lessor because of such termination.

Lessee shall be solely responsible for requirements, if any, imposed by governmental

authority for correction or alleviation of environmental problems of any and all kind whatsoever.

13. ATTORNEY'S FEES: If the event of litigation between the parties for alleged breach of any covenants of this Lease or condition herein contained, the parties agree that the losing party shall pay the prevailing party's reasonable attorney's fees and court costs.

14. DEFAULT: In case of default by the Lessee in any of the covenants on its part herein contained, Lessor may enforce performance of the Lease in any manner provided by law, or, at the option of the Lessor, this Lease may be forfeited in the event any such default continues for a period of twenty (20) days after Lessor notifies the lessee in writing of such default, and of Lessor's intention to declare the Lease forfeited, and upon the expiration of said twenty (20) day period (unless Lessee shall have within such period commended the removal of such default and thereafter shall proceed with due diligence until the default complained of has been removed or cured) this Lease shall cease and come to an end as if that were the day original fixed for the expiration of the term thereof, and Lessor's agent or attorney shall have the right without further notice or demand to re-enter and remove all persons from the premises without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or Lessor's agent or attorney may resume possession of the premises, and re-let the same for the remainder of the term or at the best rental such agent or attorney may obtain for the account of the Lessee.

In the event the Lessor shall default in the performance of any of the terms or provisions of this Lease, Lessee shall promptly notify Lessor in writing. If Lessor shall fail to cure such default within five (5) days after receipt of such notice, or if the default is of such character as to require more than three (3) days to cure and Lessor shall fail to commence to do so within five (5) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event Lessee may cure such default and such expense shall be deducted from the rent otherwise due, but any such default shall not work as a forfeiture of this Lease.

15. HOLDING OVER: Should Lessee hold over the Leased Premises or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a monthly rental of double the amount of the last month of the term of this Lease.

16. COMPLETE AGREEMENT: This Lease contains a complete expression of the agreement between the parties and there are no promises representations or inducements except such as are herein provided.

17. NOTICES: Any such notices required or permitted hereunder shall be in writing and delivered either in person to the other party's authorized agent, or by United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the address set forth hereinafter, or to such other address as either party may designate in writing and delivered as herein provided.

LESSOR: 3619 Tresto St. N.S.B., Fl.32168

LESSEE: _____

18. INDEMNITY: Lessee shall indemnify Lessor for any claim, demand, cause of action,

Page 4 of 7

mechanic's liens, or other liens or liability as a result of Lessee's repairs or alterations required or permitted herein. Lessee further agrees to indemnify and cause Lessor to be held harmless against all claims, demands and judgments for loss, damage or injury to property or person, including attorney's fees and investigation and discovery costs, resulting from or occurring by reason of the use and occupancy of the Leased Premises by Lessee, its agents servants, employees, successors, or assigns to the extent all matters arising from such claims can be insured against.

19. AMENDMENT: ENTIRE AGREEMENT: This Lease may not be altered, changed, or amended except by an instrument in writing and signed by both parties. This Lease, together with any exhibits, documents, and riders attached hereto or incorporated by reference herein, constitutes the entire agreement between the parties.

20. DISPUTE RESOLUTION: Any unresolved controversies, claims, or other matters in question between Lessor and Lessee, arising out of or relating to this Lease, its breach, enforcement, or interpretation shall be submitted to mediation, conducted by a certified mediator. Each party will split equally any mediation fee incurred in any mediation permitted by this Lease. Each party will pay their own costs, expenses, fees, including attorneys' fees, incurred in conducting the mediation. Disputes not settled pursuant to this paragraph may be resolved by instituting an action in the appropriate court having jurisdiction in this matter.

21. SEVERABILITY: If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws during the term of this Lease, it is the intention of the parties that the remainder of this Lease shall not be affected thereby.

22. GOVERNING LAW: This Lease shall be construed in accordance with the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Lease the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses as to Lessor,

Print Name: _____ SYLVESTER LYNN JONES, Lessor

Print Name: _____

Witnesses as to Lessee,

Print Name: _____ Jenna Opezzo and Paul Opezzo, Lessee

Print Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared SYLVESTER LYNN JONES known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and an oath was not taken.

[] Said person is personally known to me. [] Said person provided the following type of identification: _____.

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, 2018.

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Jenna and Paul Opezzo., known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, and an oath was not taken.

[] Said person is personally known to me. [] Said person provided the following type of identification: _____.

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, 2018.

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____

From: Jenna Opezzo <foxyloxhaircolor@gmail.com>
Sent: Wednesday, October 30, 2019 9:58 AM
To: Cruz, Stewart <scrutz@cityofdb.org>
Subject: attached letter for application

October 30, 2019

I am originally from California, born and raised. I currently reside in New Smyrna and have been a Florida resident for over 8 years. I am a licensed cosmetologist with over 20 years experience. I'm a veteran of the United States Army and have been working and building my clientele in Volusia county for over 3 years. I've been working in Port Orange at the Pavillion and was given the opportunity to open a business in the Shores. I have over 200 clients that currently reside from New Smyrna to Palm Coast. I have clients that travel from Germany, Upper East Coast, all throughout southern Florida as well as North Carolina, South Carolina and Georgia. All of my clients will be coming over the bridge from inland as well as everyone that they refer to me. I have informed all of my clients that I will no longer be at the Pavillion and will be located in the shores and I have gotten nothing but positive response of the new location. I have clients that never come over the bridge and are excited to come over and shop around or do their errands beachside.

I currently market myself on Instagram, Facebook as well as local classifieds such as the Penny Saver. I have been very successful with client referrals as that is the most dominant source of my new clients. Majority of them are also coming over the bridge from various locations in Volusia.

I offer full services at the salon including men, women, children as well as airbrush makeup, waxing and on location bridal packages. I currently work alone but have the potential to bring in 2 to 3 more stylists at a later date. I feel that with my background, with law enforcement and military as well as my hair experience, as well as where I am from makes me stand out from other stylists and my outgoing personality has always made me different from other stylists.

My goal is to create a brand with my salon to market and advertise to encourage people to come over the bridge and come see beachside. I plan on doing t-shirts and car decals to get the word out on the business to expand out through the county as well as Flagler where several of my clients reside to encourage them to explore the shores while they are visiting my salon.

Thank you for consideration,

Jenna M. Opezzo

Please let me know if there is anything I need to change or add.

Thanks

Jenna Opezzo

Cruz, Stewart

From: Jenna Opezzo <foxyloxhaircolor@gmail.com>
Sent: Monday, November 4, 2019 4:04 PM
To: Cruz, Stewart
Subject: Re: attached letter for application
Attachments: ~WRD174.jpg

My husband has done work on the interior of the space. We have redone all electrical and plumbing. New lighting and paint. Base boards and eventually an entire bathroom remodel in the back.

We've spent close to 20k in equipment and product to open the space. Salon chairs, shampoo bowls, plumbing to accommodate the bowls furniture, hair color products, etc.

Also included in the expenses were signage for the street sign and the outside window and door.

If there is anything im missing please let me know

Thanks
Jenna

On Mon, Nov 4, 2019, 3:41 PM Cruz, Stewart <scruz@cityofdb.org> wrote:

Hi Jenna, one last question for you before the committee meets to discuss your application tomorrow. What is the size of capital investment that you plan to make in the business prior to opening? In other words, how much money are you spending on equipment, computers, building improvements, etc to get the business open? Thank you.

stewart

From: Jenna Opezzo <foxyloxhaircolor@gmail.com>
Sent: Wednesday, October 30, 2019 9:58 AM
To: Cruz, Stewart <scruz@cityofdb.org>
Subject: attached letter for application

October 30, 2019

Detail by Entity Name

Florida Limited Liability Company
FOXY LOX HAIR COLOUR AND DESIGN LLC

Filing Information

Document Number L19000190542
FEI/EIN Number NONE
Date Filed 07/25/2019
Effective Date 07/25/2019
State FL
Status ACTIVE

Principal Address

3348 SOUTH ATLANTIC AVE
C
DAYTONA BEACH, FL 32118

Mailing Address

2531 WESTWOOD AVE
NEW SMYRNA BEACH, FL 32168

Registered Agent Name & Address

OPEZZO, JENNA M
2531 WESTWOOD AVE
NEW SMYRNA BEACH, FL 32168

Authorized Person(s) Detail

Name & Address

Title AMBR

OPEZZO, PAUL R
2531 WESTWOOD AVE
NEW SMYRNA BEACH, FL 32168

Title MGR

OPEZZO, JENNA M
2531 WESTWOOD AVE
NEW SMYRNA BEACH, FL 32168

Annual Reports

No Annual Reports Filed

Document Images

[07/25/2019 -- Florida Limited Liability](#) [View image in PDF format](#)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Altkey: 3463641
JONES SYLVESTER LYNN

Parcel ID: 533503050050
3348 S ATLANTIC AVE , DAYTONA BEACH SHORES

Parcel

Short Parcel Id 533503050050
Property Location 3348 S ATLANTIC AVE, DAYTONA BEACH SHORES, 32118
PC Code 1100 - STORES 1 STORY
Total Bldgs 1
Neighborhood 7362 - W/S ATL AVE DAYTONA BCH SHORE
Business Name KWIK STOP & COIN LAUNDRY
Homestead Property No

Primary Owner

Owner JONES SYLVESTER LYNN

In Care Of
Mailing Address 3308 DAVY CROCKETT RD NE
CLEVELAND TN 37323

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	JONES SYLVESTER LYNN		100	FS - Fee Simple

Legal

Millage Group 403-DAYTONA BEACH SHORES
Legal Description LOTS 5 & 6 BLK E VAN VALZAHS SUB OF PORT ORANGE
MB 4 PG 130 EXC E 20 FT DEEDED TO STATE OF FLA
FOR STATE RD DEPT INC PER OR 5374 PG 3820 PER OR
7512 PGS 0128-0129
Map TWP-RNG-SEC 15 - 33 - 35
Subdivision-Block-Lot 03 - 05 - 0050
Date Created 29-DEC-81
Year Annexed

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
7512 / 0128	WD-WARRANTY DEED	2018039186	02/22/2018	I	\$425,000
5374 / 3820	WD-WARRANTY DEED	2004193954	07/30/2004	I	\$515,000
4159 / 1710	QC-QUIT CLAIM DEED	1996205547	12/15/1996	I	\$10
4159 / 1690	WD-WARRANTY DEED	1996205542	11/15/1996	I	\$165,000
2628 / 1782	WD-WARRANTY DEED		11/15/1984	I	\$150,000

County Links

Property Tax Bill [CLICK HERE](#)
Link to Permits [CLICK HERE](#)

Other Links

Google Street Address [CLICK HERE](#)

WARRANTY DEED

PREPARED BY AND RETURN TO:
MARSHA S. JOHNSON, ESQ.
BORNES & JOHNSON LAW
412 N. HALIFAX AVENUE
DAYTONA BEACH, FL 32118

Property Appraisers Parcel ID# 5335-03-05-0050

THIS WARRANTY DEED, made the 22nd day of February, 2018 by ANTONIO IPPOLITO and ANTONIA IPPOLITO, husband and wife, hereinafter called the Grantor, to SYLVESTER LYNN JONES, a single person, whose post office address is 3308 DAVY CROCKETT ROAD NE, CLEVELAND, TN 37323, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the Grantor, for and in consideration of the sum of \$TEN AND NO Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land, situate in **VOLUSIA County, State of Florida**, to-wit:

LOTS 5 AND 6, BLOCK "E", MAP OF VAN VALZAH'S SUBDIVISION, PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 4, PAGE 130, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE EASTERLY 20 FEET THEREOF FOR THE USE AND BENEFIT OF THE STATE ROAD DEPARTMENT OF FLORIDA.

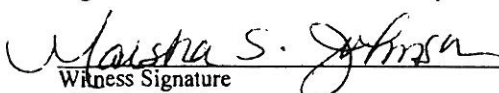
THE PROPERTY BEING CONVEYED HEREIN IS NOT NOW NOR HAS IT EVER BEEN CONSTITUTED AS THE HOMESTEAD PROPERTY OF GRANTORS HEREIN WHO RESIDES AT: 144-44 SOUTH DRIVE, WHITESTONE, NY 11357

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **To Have and to Hold**, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

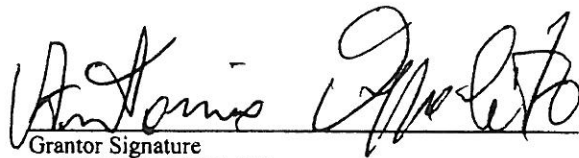
Signed, sealed and delivered in the presence of:



Witness Signature
Marsha S. Johnson
Printed Name



Witness Signature
Melissa A. Meadows
Printed Name



Grantor Signature
ANTONIO IPPOLITO
Printed Name

Marsha S. Johnson
Witness Signature

Marsha S. Johnson

Printed Name

Melissa A. Meadows
Witness Signature

Melissa A. Meadows

Printed Name

ANTONIA IPPOLITO L.S.
Grantor Signature

ANTONIA IPPOLITO

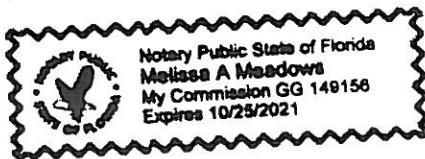
Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ANTONIO IPPOLITO, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same and an oath was not taken. (Check one:) ☒ Said person is personally known to me. ☐ Said person(s) provided the following type of identification: _____

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of February, 2018.

[SEAL]



Melissa A. Meadows
Notary Public, State of Florida

Melissa A. Meadows

Printed Name of Notary

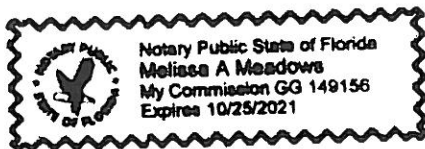
My commission expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ANTONIA IPPOLITO, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same and an oath was not taken. (Check one:) ☒ Said person is personally known to me. ☐ Said person(s) provided the following type of identification: _____

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of February, 2018.

[SEAL]



Melissa A. Meadows
Notary Public, State of Florida

Melissa A. Meadows

Printed Name of Notary

My commission expires: _____

Mail payments to:

County of Volusia-Revenue Division
123 W. Indiana Avenue
Room 103
DeLand, FL 32720

BillExpress™

Have your bill sent directly to your inbox! Visit
volusia.county-taxes.com to sign up today.

For location information, please visit volusia.org/revenue or
see the enclosed Property Tax Information Flyer

Contact us:

Phone: (386) 736-5938

Email: revenue@volusia.org

Important Information—Please Read Carefully

Please read the enclosed flyer carefully for additional important payment information.

The statement, “**Prior year taxes are due. Please call (386) 736-5938.**” indicates that the parcel has delinquent prior year taxes. Certified funds are required.

Current year taxes become delinquent on April 1. On April 1, all delinquent parcels are assessed a minimum charge of 3% in accordance with Florida Statute. Delinquent real estate parcels will incur an advertising fee and auction listing fee, and **a tax certificate (lien) will be sold by June 1.** Payment must be made in **certified funds** after a tax certificate is issued. Delinquent tangible parcels will incur an advertising fee, the cost of collection will be assessed, and a **warrant will be issued by June 1.** If the tangible bill remains unpaid, the property will become **subject to seizure and sale at public auction.**

If this parcel or tangible personal property has been sold, please send this bill to the new owner or return it to the Volusia County Revenue Division. For tangible personal property, **if you were the owner as of January 1 of the tax year**, you may be responsible for paying the taxes, **even if you have closed the business.**

Notice to taxpayers entitled to homestead exemption: if your income is low enough to meet certain conditions, and the total mortgages and liens against the parcel are low enough, **you may qualify for a deferred tax payment plan** on homestead property. Deferral of taxes does not excuse the debt, and the deferred amount will earn interest, and **must be paid at a later date.** Information and application to determine eligibility are available at any Revenue Division location.

Prepayment of estimated tax by installment method: Under certain conditions, taxes may be prepaid for the **future tax year** by quarterly installments billed in June, September, December, and March. If interested, please submit an application to the Volusia County Revenue Division **by April 30.** Installment applications can be found online at volusia.county-taxes.com. To obtain a paper application, please visit volusia.org/revenue and select Forms, or visit any Volusia County Revenue Division office location. It is not necessary to reapply if you participated in the plan during the previous tax year and made timely payments.

The **taxing authorities** are responsible for setting the ad valorem millage rates. The **levying authorities** are responsible for setting non-ad valorem assessments.

The **Volusia County Property Appraiser** is responsible for the preparation of the current ad valorem tax roll, including the assessed value, exemptions, taxable value, assessed owner(s) name and mailing address, property address, and legal description. You may reach the appraiser’s office by dialing (386) 736-5901 or by emailing vcpa@volusia.org.

The **Volusia County Revenue Division** is responsible for the preparation and mailing of tax notices based on the information contained on the current tax roll certified by the Volusia County Property Appraiser and non-ad valorem assessments provided by the levying authorities, and for the collection and distribution of tax dollars to the various taxing authorities. You may reach the Revenue Division by dialing (386) 736-5938 or by emailing revenue@volusia.org.

Important dates to remember:

March 1	Deadline to file for exemptions for the next tax year. The application is filed with the Volusia County Property Appraiser’s office.
March 31	Deadline for Working Waterfront, Affordable Rental Housing, or Homestead Tax Deferral applications for the current tax year. The application is filed with the Volusia County Revenue Division.
March 31	Last day for full payment without penalty. This is also the final day for making partial payments. Unpaid balances become delinquent April 1.
April 30	Deadline for new quarterly installment plan applications for the next tax year. The application is filed with the Volusia County Revenue Division. It is not necessary to reapply if you participated in the plan during the previous tax year and made timely payments.

Important Payment Information

Please do not staple, tape, or paperclip your payment to this stub.

Verify that the legal written line and the numerical amount of your check match and reflect the exact amount due for the period in which you are paying.

Verify that you have signed the check and that it is made payable to the County of Volusia.

Please use the enclosed return envelope if you choose to mail your payment. If the envelope is not available, please mail to:

County of Volusia—Revenue Division
123 W. Indiana Avenue
Room 103
DeLand, FL 32720

Save time, pay online at volusia.county-taxes.com

Online payments are supported through the use of a third-party vendor. The vendor charges and retains a service fee; please visit the website for details.

Using an Online Bill Pay Service

Create a payee for “County of Volusia”

Use the alternate key from the front of the bill for the account number.

Mail payment to:

County of Volusia—Revenue Division
123 W. Indiana Avenue
Room 103
DeLand, FL 32720

RECEIVED

NOV 22 2019

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

**CITY OF DAYTONA BEACH SHORES/COMMERCIAL LEASE SUBSIDY
GRANT AGREEMENT WITH FOXY LOX HAIR COLOUR AND DESIGN,
LLC**

THIS COMMERCIAL LEASE SUBSIDY GRANT AGREEMENT (hereinafter, the "Agreement") is made and entered into this ____ day of November, 2019, by and between the City of Daytona Beach Shores, Florida, a Florida municipality, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as the "CITY", and Foxy Lox Hair Colour and Design, LLC, whose address is 2531 Westwood Avenue, New Smyrna Beach, FL 32168, a Florida Limited Liability Company, hereinafter referred to as "GRANTEE".

WITNESSETH:

WHEREAS, the City Council of the CITY has enacted Ordinance 2019-06 to further its policy objectives of facilitating the establishment of new businesses and the expansion of existing businesses within a targeted geographical area of the CITY, which area consists of underutilized, vacant or abandoned commercial properties; and

WHEREAS, Ordinance 2019-06 authorizes a program of economic incentives designed to attract new businesses, which are presently underrepresented in the CITY, and to locate such businesses in the targeted area of the CITY for the purpose of providing residents and visitors a wider array of goods, services, entertainment and dining options, additional employment opportunities and, at the same time, expand the tax base of the CITY and eradicate vacant, abandoned and underutilized properties; and

WHEREAS, the economic incentives afforded by the ordinance include, but are not limited to, matching grants to new or existing owners of commercial properties and/or new or existing tenants of commercial businesses in the CITY, subject to specific dollar limits and meeting certain other criteria established by the CITY, which grants may be used for interior buildouts, building façade improvements, structural alterations and/or beautification; and

WHEREAS, an alternative economic incentive in the form of a lease subsidy is also available under the ordinance, subject to specific dollar limits and meeting certain other criteria established by the CITY, to new or existing commercial lease tenants; and

WHEREAS, City Council of the CITY has determined that the investment of public funds in the economic incentive program generally, and in this Agreement in particular, are in the public interest and provide for and accomplish a public purpose; and

WHEREAS, the City Council of the CITY has found and determined that the provisions of this Agreement are consistent with applicable law and implement the provisions of controlling legal authority.

NOW, THEREFORE, in consideration of the terms, provisions and covenants contained herein, the parties hereto do mutually agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct, form a material part of this Agreement upon which the parties have relied and are hereby adopted and incorporated by reference herein.

SECTION 2. PURPOSE AND TERM. Subject to the terms and conditions hereinafter

set forth, the CITY shall provide a Lease Subsidy Grant to the GRANTEE and the GRANTEE shall, in consideration for the receipt of said grant, continuously operate

Foxy Lox Hair Colour and Design
(name of business)

located at: 3348 S. Atlantic Avenue, Ste. C, Daytona Beach Shores, Florida 32118

for the term of the of this, being 3 years from the date first stated above.

SECTION 3. TERMS AND CONDITIONS FOR PAYMENT OF LEASE SUBSIDY

(A). The CITY shall pay the Lease Subsidy Grant to the GRANTEE under the terms and conditions of this Agreement as follow:

1. The GRANTEE business must be current in the payment of all taxes, fees, special assessments and charges for services owed to the CITY, the City Of Port Orange or Daytona Beach (water), Volusia County, the State of Florida and the US government at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

2. The GRANTEE must not be in default of its obligations to any creditor such as would threaten to, or in fact, cause the discontinuance of the business before the end of this Agreement; and

3. The GRANTEE must not be subject to any pending or threatened mortgage or lien foreclosure or bankruptcy proceedings at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

4. The GRANTEE must not be in violation of any code or ordinance of the CITY or of any State or Federal law or regulation governing the operation of the business at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

5. The GRANTEE must not engage in any prohibited or nonconforming uses under the code, ordinances or regulations of the CITY or of any law or regulations of the State of Florida and the Federal Government at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement; and

6. The GRANTEE must not engage in any business other than the business for which this Lease Subsidy Grant has been approved by the CITY at the time of application by the GRANTEE for the Lease Subsidy Grant and continuing throughout the term of this Agreement, without the prior written approval of the CITY; and

7. The GRANTEE shall be required to submit such documentation as may be reasonably required by the CITY to verify compliance by the GRANTEE with the terms and conditions of this Agreement prior to payment by the CITY of any Lease Subsidy Grant payment.

(B). If the GRANTEE is in violation of any of the above terms and conditions of this Agreement, the CITY shall declare a default and future Lease Subsidy Grant payments suspended pending the cancelation provisions of Section 7 for failure to timely cure the default, if any.

SECTION 4. PAYMENT OF LEASE SUBSIDY GRANT BY CITY TO GRANTEE.

(A). Provided the GRANTEE is in compliance with all terms and conditions of this Agreement, the CITY shall pay to the GRANTEE a monthly Lease Subsidy Grant for not more than 3 years and not exceeding a total of \$20,000.00 based on the following formula:

1. For the first year of the Lease Subsidy Grant, \$650 monthly rent times 30% (not to exceed 30%) totaling \$195 per month.

2. For the second year of the Lease Subsidy Grant, \$669.50 monthly rent times 20% (not to exceed 20%) totaling \$133.90 per month.

3. For the third year of the Lease Subsidy Grant, \$689.58 monthly rent times 10% (not to exceed 10%) totaling \$68.96 per month.

SECTION 5. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto, and no right or case of action shall accrue upon or by reason hereon, to or for the benefit of any third party not a formal party hereto.

SECTION 6. ASSIGNMENT. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations hereof to any other party.

SECTION 7. DEFAULT.

(A). In the event of default by the GRANTEE or the CITY, the aggrieved party shall be entitled to any and all legal remedies available under Florida law.

(B). The aggrieved party shall give the defaulting party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults. Upon the failure to timely cure the default, the aggrieved party may cancel the Agreement by notice as provided below.

SECTION 8. NOTICES. Any notice required or allowed hereunder shall be in writing and either (1) personally served upon a party, with an affidavit of service from the server or (2) sent by a commercial delivery service, restricted delivery, or (3) by US mail, certified delivery, with return receipt requested, to the designated address set forth below for that party or such other address as a party may specify by a prior written notice delivered in accordance herewith. If a party cannot be served in the manner prescribed above after two attempts, delivery may be accomplished by publication, one time, in a newspaper of general circulation.

SECTION 9. THE GRANTEE'S MANDATORY COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES, AND PUBLIC RECORDS REQUESTS.

In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the GRANTEE must:

(A). Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(B). Provide the public with access to public records on the same terms and

conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(C). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the GRANTEE upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(E). If the GRANTEE does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with this Agreement.

(F). Failure by the GRANTEE to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The GRANTEE shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the GRANTEE and shall promptly provide the CITY with a copy of the GRANTEE's response to each such request.

(G). IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE

GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CHERI SCHWAB, CITY CLERK, (386) 763-5353, CSCHWAB@CITYOFDBS.ORG, 2990 SOUTH ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118.

SECTION 10. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, the terms of this Agreement is declared severable.

SECTION 11. TIME OF THE ESSENCE. Time is hereby declared essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 12. APPLICABLE LAW/VENUE. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 13. ATTORNEYS FEES. In the event it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all

reasonable attorneys fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

SECTION 14. NONDISCRIMINATION. The GRANTEE agrees that it will not discriminate against any business invitee, employee or applicant for employment because of race, color, religion, sex, age, national origin or disability. The GRANTEE, moreover, shall comply with all the requirements of the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 15. INTERPRETATION. The CITY and the GRANTEE agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

SECTION 16. MODIFICATION. This 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, approved by the City Council of the CITY and the GRANTEE and executed by all parties to this Agreement.

SECTION 17. ENTIRE AGREEMENT: EFFECT IN PRIOR AGREEMENT.
This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to

the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement in the date and year first above written.

ATTEST:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy J. Miller, Mayor

Michael T. Booker, City Manager

Approved as to form:

Raymond J. Branch, City Attorney

ADDITIONAL SIGNATURE PAGE FOLLOWS:

Witnesses:

GRANTEE/ FOXY LOX HAIR COLOUR AND
DESIGN, LLC

Gwynedd D. Herstein

Gwynedd D. Herstein
Printed Name

Cheryl Lee Thibault

Cheryl Lee Thibault
Printed Name

By: Paul Opezze
Authorized Member

Acknowledgment

State of Florida)

County of Volusia)

I Hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Brendan Galbreath, acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and they are personally known to me or provided Paul Raymond Opezze as identification.

Witness my hand and official seal in the County and State last aforesaid this 22 day of November, 2019.

(Affix Notary Seal)

Florida



Cheryl Lee Thibault
Notary Public; State of

Print name: Cheryl Lee Thibault