



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING FEBRUARY 25, 2020

**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:**
 - A. Employee Service Awards - Captain Michael Fowler 25 years
Gretchen Swift 15 years
 - B. Presentation from Fred Ferrell regarding Crosswalks
- 6. APPROVAL OF MINUTES**

- A. City Council Workshop and Meeting Minutes February 11, 2020

7. CONSENT AGENDA:

- A. Public Safety January report
- B. Building Division January 2020 Report
- C. Community Services January 2020 Report
- D. Monthly Financial Report December
- E. Monthly Financial Report January

8. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report 2/25/2020

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report 2-25-20

10. OLD BUSINESS:

- A. Ordinance 2020-03: An ordinance relating to temporary promotional outdoor activities within City limits.

11. NEW BUSINESS:

- A. Ordinance 2020-02: Future Land Use Amendment CPA12019029, Atlantic Avenue Estates, LLC-Parcel ID 6302-05-07-0150/3828 S. Atlantic Avenue
- B. Ordinance 2020-01: City of Daytona Beach Shores and Oceans 25, LLC Development Agreement to permit the development of townhomes on the City owned property located at 2900 S. Atlantic Avenue.
- C. Ordinance 2020-04: Amending the Daytona Beach Shores Land Development Code tree removal exemption provisions for consistency with Sec. 163.045, *Florida Statutes*.

D. Economic Development Grant Application 12019036: Lynn Jones-Kwik Stop Plaza-
3348 S. Atlantic Avenue

E. Discussion and Consideration of RFP for City Attorney Services

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 72121 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
February 11, 2020
3000 Bellemead Drive, Daytona Beach Shores, FL 32118**

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney Raymond Branch, City Planner Stewart Cruz, Finance Director Kurt Swartzlander, and Public Safety Director Stephan Dembinsky.

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 Minutes January 28, 2020

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to approve the City Council Minutes of January 28, 2020.

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. City Attorney January 2020 statement

B. November Financial Report

Vice Mayor Bryan stated that he would like more detail on the monthly city attorney bill.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD FRIZALONE 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:

A. City Attorney Report

Attorney Branch reported that he had been working on the following items: Shores 109 LLC agreements, Public Safety a/c contract, amending the tree permit ordinance, and the temporary promotional activities ordinance.

9. REPORTS OF THE CITY MANAGER:

A. City Manager Report Feb. 11, 2020

The City Manager reported on the following items: Fred Ferrell will attend the next meeting to discuss alternatives for the pedestrian crosswalk at Oceans West Blvd. and A1A; he recently met with representatives from Daytona State College to establish ties with their small business development group; staff recently met and reviewed the city charter, they will now meet with the City Attorney before bringing back proposed revisions to the City Council; the second annual citizen's academy will begin next week with some new and improved suggestions from the first class.

10. OLD BUSINESS:

11. NEW BUSINESS:

A. Ordinance 2020-03: An ordinance relating to temporary promotional outdoor activities within City limits.

Attorney Branch read the ordinance by title for the record. City Planner Stewart Cruz provided background to the council. The current regulations in this area are restrictive and were put in place quite a few years ago. The city gets numerous calls from businesses asking to allow an outdoor activity. The typical response was to begin the special event process that requires 60 days advance planning and is very restrictive from the business community perspective. This proposed ordinance would allow a business the right to have a tent and promotional activities for a total of 21 days a year with a minimum of three days per event. Tents would be allowed if space is available and there are guidelines in place. It would allow for attractive signs and inflatables. There are still a few prohibitions to what would be allowed. There can be no bike wash or car washes allowed unless that is the type of business currently. There will be no outside body art permitted or alcohol sales unless a conditional permit for outside dining is also approved. If the proposed ordinance is adopted, the minimal fee of \$42.50 would be adopted by a resolution. The item was heard by the Planning & Zoning Board and they recommended approval. If the council does approve the item tonight, staff would draft the application and begin accepting them. Final approval would be after the second reading on February 25th.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by VICE MAYOR RICHARD BRYAN to approve Ordinance 2020-03 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. Air Condition Repair and Replacement at Public Safety Building award of contract and budget amendment.

Finance Director Kurt Swartzlander explained that there were two parts to the resolution. The first part was to award the bid to AMSCO and the second was to approve a budget amendment. The project became larger than anticipated with the addition of air handlers etc. The total amount is \$185,300.

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to approve Resolution 2020-02 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. Consideration to establish a roll-call policy

Mayor Miller explained that currently, all roll call votes were done in a random order with the Mayor being called last. It was the council's desire to put a formal policy in place. There are various options that other municipalities use such as : alphabetically, left to right on the dais, right to left on the dais, and the member making the motion votes first while the member who seconds the motion votes second. The council thought that the last option was fair and decided that the remaining members would be called from left to right on the dais.

COUNCILMEMBER MEL LINDAUER moved, seconded by VICE MAYOR RICHARD BRYAN to establish a roll-call policy whereby the member making the motion votes first, the member seconding the motion votes next and the remaining council will be called from left to right with the Mayor always voting last.

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:

CMBR Lindauer thanked Vice Mayor Bryan for his diligent work keeping tabs on the state legislation regarding the Bert Harris Act. CMBR Frizalone explained that the proposed development on the 2900 block of S. Atlantic Avenue would bring a new design forward at the next council meeting. He also explained that representatives from the Treasure Island property are working with representatives from Marriott. CMBR Politis stated that

he was very proud of the work both CMBRS Frizalone and Lindauer were doing with the business community.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Louise Spence spoke regarding the proposed apartments south of Dunlawton Avenue. She explained that she was encouraged to hear that the number is set at 16 units. She still does not agree with the proposed development as it is next door to single family homes.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

RFP for City Attorney and a Development Agreement for proposed apartments south of Dunlawton

15. ADJOURNMENT:

The meeting ended at 6:43 PM.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB

MINUTES
CITY COUNCIL MEETING
February 11, 2020
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Councilmember Richard Frizalone, Vice Mayor Richard Bryan, Councilmember Mel Lindauer, Councilmember Michael Politis
Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney Raymond Branch, and Finance Director Kurt Swartzlander.

2. NEW BUSINESS:

A. Discussion regarding City Attorney Retainer

CMBR Lindauer began the discussion by asking what the \$2,500 retainer covered each month and why there were always several extra charges on the monthly bill. For the past several years the average legal fee has been \$116,000 from the City Attorney. Attorney Branch explained that the retainer included up to two meetings each month, travel and preparation time, brief phone calls and emails. He stated that the contract was twenty years old. Mayor Miller inquired how long a brief phone call lasted. The response was 15 minutes. Attorney Branch added that he doesn't prepare the billing, he sends his time to the billing department and they prepare the statement and send it out. The City Manager pointed out that in previous years, there were more board meeting that required an attorney to attend. CMBR Politis explained that many cities utilize a part-time attorney and some share the same person. Recently, the city has required several land use issues that are not Attorney Branch's area of expertise. He felt that the council had an obligation to review past practices and see if they are still relevant and important. The council discussed the options of hiring an in-house attorney as opposed to another firm. It was decided that the city would not have enough work to keep an attorney busy for 40 hours each week. They all agreed that it was imperative to have an attorney with land experience and business development. CMBR Politis suggested the city put together an RFP for attorney firms to include retainer amounts.

3. ADJOURNMENT:

The workshop ended at 6:02 PM.

MAYOR
NANCY MILLER

CITY MANAGER
MICHAEL T. BOOKER

ATTEST:



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 JANUARY 2020 *2.4.2020*

	Jan-20	20/YTD	Jan-19	19/YTD
<i>Police Related Calls</i>	2,634	2,634	3,030	3,030
<i>Fire Related Calls</i>	60	60	38	38
<i>Rescue Related Calls</i>	72	72	75	75
<i>Fire Related Alarms Sounding</i>	15	15	12	12
<i>Traffic Citations</i>	287	287	344	344
<i>Written Warnings</i>	75	75	128	128
<i>Building Inspections</i>	41	41	66	66
<i>Arrests: Adults</i>	39	39	85	85
<i>Juveniles</i>	1	1	1	1
<i>Civil Citations</i>	0	0	20	20
<i>City Ordinance Charges</i>	0	0	0	0
<i>Florida State Statute Charges</i>	71	71	158	158
<i>Accidents: Total</i>	10	10	13	13
<i>Street/Highway</i>	6	6	6	6
<i>Parking Lot</i>	4	4	7	7

Stephan Dembinsky Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-01-01 through 2020-01-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
HIT&RUN MVA	MVHR	3	0.11 %	0.10
MEDICAL UNKNOWN	ALARM	3	0.11 %	0.10
REPOSSESSED VEH	REPO	3	0.11 %	0.10
SHOPLIFTING	SHOP	3	0.11 %	0.10
TRAUMA CRITICAL	TRAUE	3	0.11 %	0.10
TRAUMA EMERGENCY	TRAU1	3	0.11 %	0.10
911 CK/OPN LINE/MED HAZ	911MED	2	0.08 %	0.06
CITY ORDINANCE VIOLATION	COV	2	0.08 %	0.06
DANGEROUS COND FD	DCFD	2	0.08 %	0.06
DEAD PERSON	DEAD	2	0.08 %	0.06
DEPOSITS	DEP	2	0.08 %	0.06
FIREWORKS	FIREWK	2	0.08 %	0.06
LOST PROPERTY	PROPL	2	0.08 %	0.06
MVA W/ INJURIES	MVI	2	0.08 %	0.06
ROAD OBSTRUCTION	RDOB	2	0.08 %	0.06
SMOKE ODOR IN STRUCTURE	SMODIS	2	0.08 %	0.06
STOLEN VEHICLE	SV	2	0.08 %	0.06
STRUC FIRE COMM/HIGHRISE	SFCH	2	0.08 %	0.06
UNCONSCIOUS	UNC	2	0.08 %	0.06
ASSAULT/BATTERY	ABAT	1	0.04 %	0.03
ASSIST	ASST	1	0.04 %	0.03
BOATER ASSIST	BOAT	1	0.04 %	0.03
BURGLARY ALARM	ALARM	1	0.04 %	0.03
CAR BREAK	CB1	1	0.04 %	0.03
CARBREAK	CB	1	0.04 %	0.03
CARDIAC ARREST	CPR	1	0.04 %	0.03
CARDIAC PROBLEM	CP	1	0.04 %	0.03
CIVIL SERVICE	CIVILS	1	0.04 %	0.03
DANGEROUS COND PD	DCPD	1	0.04 %	0.03
DOMESTIC DISTURBANCE	DV	1	0.04 %	0.03
DROWNING	DROWN	1	0.04 %	0.03
FAILURE TO PAY	FTP1	1	0.04 %	0.03
FIRE OUTSIDE STRUCTURE	FOS	1	0.04 %	0.03
FRAUD	FRAUD	1	0.04 %	0.03
HIT&RUN W/INJ PED	MVHRPI	1	0.04 %	0.03
LOST/FOUND PET INFO	PET	1	0.04 %	0.03
MENTALLY ILL PER	MIP	1	0.04 %	0.03
MISSING PERSON	MP	1	0.04 %	0.03
MVA W/ HAZARD	MVH	1	0.04 %	0.03
OPEN DOOR	OPD	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 IN STRUCTURE	SMIS	1	0.04 %	0.03
STR ARM ROBBERY	SROB	1	0.04 %	0.03
STROKE / CVA	CVA	1	0.04 %	0.03
SUSPICIOUS VEHICLE	SVEH1	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-01-01 through 2020-01-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
TRAUMA NON EMERG	TRAU	1	0.04 %	0.03
UNK TYPE FIRE	UF	1	0.04 %	0.03
VANDALISM	VAND1	1	0.04 %	0.03
WELL BEING CHECK	WBC	1	0.04 %	0.03
TOTAL CALLS:		2,634	100.00%	84.97

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.

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JANUARY 2020 STATISTICS

FIRE CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ENGINE RESPONSE									
STRUCTURE FIRES	1	0	0	1	0	0	0	0	0
HAZARDOUS CONDITIONS	3	0	0	3	0	0	7	2	1
VEHICLE FIRES	0	0	0	0	0	0	0	0	0
BOAT FIRES	0	0	0	0	0	0	0	0	0
OTHER FIRES NOT LISTED	0	0	0	0	0	0	0	0	0
VEHICLE CRASHES W/ENGINE RESPONSE	1	0	0	1	0	0	2	0	0
SERVICE CALLS	34	4	0	34	4	0	12	1	0
FIRE ALARMS	15	0	0	15	0	0	12	0	0
CANCELLED EN ROUTE	9	3	5	9	3	5	9	2	2
TOTALS	63	7	5	63	7	5	42	5	3

CURRENT MONTH ESTIMATED FIRE DAMAGES

CITY: \$100,000
COUNTY: \$0
MUTUAL AID: \$0

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	0	10	0	10	4	21
HOTEL/MOTEL	4	1	4	1	7	8
ASSEMBLY	2	0	2	0	0	2
MERCANTILE	4	1	4	1	2	2
RESTAURANT	1	1	1	1	1	0
BUSINESS	0	0	0	0	4	5
OTHER	4	0	4	0	5	0
CONSTRUCTION	10	0	10	0	2	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	3	0	3	0	2	1
TOTALS	28	13	28	13	27	39

PLANS EXAMINATION HOURS: 2 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JANUARY 2020 STATISTICS

EMS CALLS

CURRENT MONTH

YEAR TO DATE

PRIOR YEAR

	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ALS CALLS	37	6	0	37	6	0	39	7	2
BLS CALLS	25	3	1	25	3	1	19	7	1
TOTALS	62	9	1	62	9	1	58	14	3

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2020-01-01 through 2020-01-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	880	33.41 %	28.39
TRAFFIC STOP	TS	490	18.60 %	15.81
PROPERTY CHECK	PRC	372	14.12 %	12.00
MISCELLANEOUS LE CALL	MISC	319	12.11 %	10.29
SUSP VEHICLE	SVEH	50	1.90 %	1.61
SUSP PERSON	SPER	45	1.71 %	1.45
MEDICAL EMERGENCY	MED1	31	1.18 %	1.00
TELEPHONE HANDLE	THC	24	0.91 %	0.77
SUSPECT STOP	SS	19	0.72 %	0.61
FIRE ALARM	ALARMF	18	0.68 %	0.58
FLAG DOWN	FLAG	18	0.68 %	0.58
RADAR	RADAR	17	0.65 %	0.55
SUSP INCIDENT	SINC	17	0.65 %	0.55
WALKUP	WALKUP	17	0.65 %	0.55
NARCOTICS	NARC	16	0.61 %	0.52
SPECIAL DETAIL	SDL	14	0.53 %	0.45
DISABLED VEHICLE	DAV	12	0.46 %	0.39
FALL- NON EMERGENCY	TRAU3	12	0.46 %	0.39
RECKLESS DRIVER	RD	12	0.46 %	0.39
ANIMAL COMPLAINT	AC	11	0.42 %	0.35
INVESTIGATION	INV	11	0.42 %	0.35
DISTURBANCE	DIST	10	0.38 %	0.32
FOUND PROPERTY	PROPF	10	0.38 %	0.32
MVA	MV	10	0.38 %	0.32
TOWED VEHICLE	TOW	10	0.38 %	0.32
911 CK/OPEN LINE	911CK	9	0.34 %	0.29
INFORMATION GIVEN	INFO	9	0.34 %	0.29
DRUNK PERSON	IP	8	0.30 %	0.26
TRESPASSERS	TRES	8	0.30 %	0.26
DRUNK DRIVER	DUI	7	0.27 %	0.23
ILLEGAL PARKING	PARK	7	0.27 %	0.23
THEFT	THEFT	6	0.23 %	0.19
WALK & TALK	WT	6	0.23 %	0.19
WARRANT	WAR	6	0.23 %	0.19
CIVIL COMPLAINT	CIVIL	5	0.19 %	0.16
FLEEING DRIVER	FLEE	5	0.19 %	0.16
MEDICAL NON-EMERG	MED	5	0.19 %	0.16
ASSIST AGENCY	ASSIST	4	0.15 %	0.13
BUSINESS ALARM	ALARMB	4	0.15 %	0.13
ELEVATOR CALL	ELEV	4	0.15 %	0.13
NOISE	NOISE	4	0.15 %	0.13
SEXUAL OFFENDER	SXF	4	0.15 %	0.13
SUICIDAL PERSON	SP	4	0.15 %	0.13
ATT TO CONTACT	ATC	3	0.11 %	0.10
DIRECTED PATROL REQUEST	DPR	3	0.11 %	0.10
FIGHT	FIGHT	3	0.11 %	0.10



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 January 2020

<i>Jeff Zephir</i>	<i>1/13-17</i>	<i>Domestic Violence & Interrogations-DSC</i>
<i>Jordan Duffy</i>	<i>1/21-23</i>	<i>Surveillance Deterction For law enforcement Homeland Security</i>
<i>Meegan Wilmot</i>	<i>1/24</i>	<i>2020 PIO Symposium Hilton - Daytona</i>
<i>Meegan Wilmot</i>	<i>1/27</i>	<i>Insurance Fraud Ormond</i>
<i>Darius Debarros Kathryn Gotz</i>	<i>1/20-31</i>	<i>Pump OPS POFD</i>
<i>Laura Diedesch Jeff Zephir</i>	<i>1/27-31</i>	<i>Interviews & Investigations DSC</i>
<i>Daniel Carrazana Zachary Rooney Jordan Duffy</i>	<i>1/27-29</i>	<i>FSA Tactical Entry Course FSA -Nokomis</i>



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 JANUARY 2020

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 coolant hose	veh #93
Replace fuel pump	veh #146
Replace windshield moulding	veh #141
Replace exhaust sensor	veh #125
Replace battery	veh #149
Repair cylinder leak	veh #127
Replace tail & brake lights	veh # E77
Repair hydraulic lines	veh #127
Replace brakes	veh #155

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – January, 2020

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 2
 Submitted this Fiscal Year: 3
 Approved by Staff this Month: 0
 Approved by Staff this Fiscal Year: 1
 Approved by City Council this Month: 0
 Approved by City Council this Fiscal Year: 0
 Amendments Approved by Staff this Fiscal Year: 0

Building Division

Specific Large Projects (Over \$10,000) - Submitted This Month:

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Oceans Seven Condo	2947 South Atlantic Avenue	1/3	Seawall column concrete repairs	\$325,075.00	\$1,539.68
Forestiere Residence	3047 South Atlantic Avenue, Unit 1801	1/6	Install 3 hurricane shutters	\$16,548.00	\$166.82
Duralde Residence	3043 South Atlantic Avenue, Unit 801	1/7	Remodel kitchen and 2 bathrooms	\$15,000.00	\$154.75
Dimucci Twin Towers South	3315 South Atlantic Avenue	1/7	Replace hollow metal doors on roof	\$15,600.00	\$161.50
Christensen-Adams Residence	3425 South Atlantic Avenue, Unit 901	1/13	Replace 17 windows and 2 sliding glass doors	\$32,109.00	\$255.10
Kemple Residence	2 Oceans West Boulevard, Unit #1906	1/13	Bath remodel, new shower and vanity	\$20,000.00	\$182.96
Kushner Residence	2910 River Point Drive	1/16	Install generator	\$10,000.00	\$69.25
Kolman Residence	3047 South Atlantic Avenue, Unit 805	1/16	Kitchen remodel, upgrade cabinets and counter tops	\$17,500.00	\$172.20
Bump Residence	3743 South Atlantic Avenue, Unit 5B	1/17	Replace sliding glass door	\$19,550.00	\$182.96
Coyne Residence	2987 South Atlantic Avenue, Unit 204	1/17	Replace 2 bedroom windows	\$11,916.00	\$129.10
Satterlee Residence	3703 South Atlantic Avenue, Unit 707	1/22	Replace counter tops	\$13,007.00	\$146.20

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Riehl Residence	2917 South Atlantic Avenue, Unit 1106	1/22	Replace 2 windows and 1 sliding glass door	\$14,045.00	\$154.75
Sand and Surf Condo	2535 South Atlantic Avenue	1/23	Replace main gear 3 phase	\$15,000.00	\$69.25
Oceans Atrium One	3013 South Atlantic Avenue	1/23/	Concrete repairs	\$731,740.00	\$2,828.50
Haslee Residence	3757 South Atlantic Avenue, Unit 1701	1/23	Replace 5 sliding glass doors and 3 windows	\$32,986.00	\$255.37
Elliott Residence	3757 South Atlantic Avenue, Unit #PH7	1/23	Replace 5 sliding glass doors and 3 windows	\$33,692.00	\$260.98
Leslie Residence	1925 South Atlantic Avenue, Unit 503	1/27	Remodel master shower, convert guest tub to shower	\$12,000.00	\$129.10
Gill Residence	3815 South Atlantic Avenue, Unit 107	1/28	Remodel 3 bathrooms, new vanities, toilets and tile	\$39,187.00	\$294.95
Condra Residence	3425 South Atlantic Avenue, Unit 505	1/28	Install 3 motorized roll down hurricane shutters	\$11,093.00	\$129.10
Zodiac Condo	3761 South Atlantic Avenue	1/29	Resurface driveway, parking lot and mill to street	\$30,000.00	\$238.31
Oceans Cloverleaf North	4 Oceans West Boulevard	1/30	Concrete restoration and painting	\$73,840.00	\$488.58
Shores Club Condo	3815 South Atlantic Avenue	1/31	Seawall cap remediation	\$32,435.00	\$255.21
Cloud Residence	2947 South Atlantic Avenue, Unit 706	1/31	Replace window and sliding glass door	\$28,000.00	\$226.94
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$1,550,323.00	\$8,491.56

Building Division Revenue by Permit Category:

PERMIT TYPE	JANUARY 2020	FISCAL YEAR-TO-DATE 2019 TO 2020	JANUARY 2019	LAST FISCAL YEAR-TO-DATE 2018 TO 2019
BUILDING	\$11,013.85	\$51,912.54	\$13,581.60	\$47,089.36
ROOF	\$195.80	\$2,151.96	\$1,768.29	\$9,548.24
DEMOLITION	\$0.00	\$120.00	\$0.00	\$0.00
ELECTRICAL	\$1,528.75	\$7,849.96	\$3,182.79	\$7,256.98
MECHANICAL	\$1,673.00	\$7,704.38	\$2,395.91	\$9,906.40
PLUMBING	\$2,241.20	\$9,591.83	\$2,345.90	\$10,644.83
SIGN	\$94.00	\$1,105.94	\$355.25	\$981.03
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$317.25	\$796.74	\$147.30	\$535.02

DEVELOPMENT FEES	\$455.00	\$2,467.90	\$1,120.00	\$2,495.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$17,518.85	\$83,701.26	\$24,897.04	\$88,456.86

Building Division Activities:

ACTIVITY	JANUARY 2020	FISCAL YEAR-TO-DATE 2019 TO 2020	JANUARY 2019	LAST FISCAL YEAR-TO-DATE 2018 TO 2019
INSPECTIONS	282	1052	253	1,043
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	2	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
FINAL INSPECTIONS	176	654	163	612
FAILED INSPECTIONS	16	72	16	193

Annual Totals, Large Projects (Over \$10,000):

Projects Begun Current Fiscal Year-to-Date – 2019 to Present: \$9,560,222.00

Projects Begun Last Fiscal Year – 2018 to 2019: \$39,968,375.00

Projects Begun Two Fiscal Years Ago – 2017 to 2018: \$24,944,320.00

COMMUNITY SERVICES DEPARTMENT

MONTHLY REPORT - JANUARY 2020

FACILITIES MAINTENANCE DIVISION:

Currently three positions.

Normal monthly duties:

This division is responsible for setting up and cleaning rooms for all rentals and City activities for the Senior Center, Tile Room, Council Chambers, Community Center, City Hall, and Public Safety. Two of the employees have janitorial type duties, like emptying the trash and cleaning the bathrooms in all the buildings, vacuuming the floors, dusting and taking care of whatever else is needed regarding the city buildings' cleaning needs. One employee has the maintenance type duties. He assesses any problems reported with the buildings and handles the repair if it is within his ability. He now has an a/c certification so replacing the filters he can do a lot of the repairs inhouse. He replaces light bulbs, cleans the outside windows, paints and any other general maintenance needed with the city buildings.

Additionally, this month:

The building maintenance technician installed an AC circuit board at public safety and started working on replacing lights there as well. He also had roof, elevator and fire sprinkler inspections to supervise.

PARKS/STREETS DIVISION:

Currently eleven maintenance positions and one electrician position.

Normal monthly duties:

This division takes care of the maintenance, up keep and general appearance of all the parks, streets, sidewalks and medians daily. They mow, change out lights, restock supplies, replace plants as needed, replace or repair street signs, check and clear the storm drains, as well

as any other issues that may arise in the city. Although there are two divisions they now all share in the normal monthly duties.

Additionally, this month:

The division worked set up and take down for events this month, the Business Expo and the Chili Night Out. They began taking down Christmas decorations throughout the city and repaired any broken banners they came across. They replaced some broken concrete sidewalk sections along Oceans West Blvd., re-sodded part of the small dog area of the dog park, as well as parts of Florida Shores Blvd. They replaced the water fountain at the pavilion restrooms, fertilized and seeded the McElroy park area in anticipation of the upcoming Taste of the Shores, and handled 2 animal control calls. The electrician removed a light pole in the 1900 block of South Atlantic for the upcoming Max Daytona project, he removed unnecessary power at the Court of Flags and Community Center previously used for holiday decoration. He assisted the sewer department by reconnecting the sewer pump at Riverpoint, replaced the float control junction box at the Master station, and also handled 42 power line locates this month.

SEWER DIVISION:

Currently four positions.

Normal monthly duties:

This division maintains and checks all the sewer stations daily, they do all the general maintenance of the sewer stations, generators and the property the stations are located on. This includes mowing and general outside maintenance as well as cleaning the pump areas, wet wells and floats. The division also maintains the manholes in the city, delivers past due sewer bill notices for finance every month, does cooling tower readings quarterly and has two employees in the division that are animal control officers.

Additionally, this month:

The division inspected all the grease traps citywide, then re-inspected the ones with problems to resolve at the end of the month. They relocated the bypass at station 4, repaired a broke clean out at 3051 Peninsula, handled 4 animal control calls and 46 sewer line locates.

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending December, 2019

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$7,879,656	\$3,844,060	\$4,035,597	51%
General Obligation Debt Service	\$2,279,719	\$1,790,765	\$488,954	21%
General Obligation Construction	\$0	\$0	\$0	
General Fund Sub-Total	\$10,159,375	\$5,634,825	\$4,524,551	45%
Sewer Fund Operations	\$503,102	\$605,937	(\$102,835)	-20%
Sewer Fund Restricted Impact Fee	\$970	\$0	\$970	100%
Sewer Fund Sub-Total	\$504,072	\$605,937	(\$101,865)	-20%
TOTAL ALL FUNDS FISCAL YTD	\$10,663,447	\$6,240,762	\$4,422,686	41%

CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$21,339,446	\$14,247,846	\$7,091,600	50%
Sewer Fund	\$9,490,754	\$8,704,845	\$785,909	9%
Sub-Total Operating Funds	\$30,830,200	\$22,952,691	\$7,877,509	34%
Gen. Obligation [GO] Construction & Debt	\$3,124,694	\$501,989	\$2,622,705	522%
TOTAL ALL FUNDS	\$33,954,894	\$23,454,681	\$10,500,214	45%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$4,638,324	\$875,238	
Add Back for Current Year CS Construction Expense	\$0	N/A	
Historical Mean Projected Remaining Cash Flow	(\$3,770,355)	\$666,548	
PROJECTED FYE NORMALIZED CASH FLOW	\$867,969	\$1,541,786	\$2,409,755

Saleable Investment Propertie(s): (Cost Basis)	
2608-12 S. Atlantic Ave.*	\$917,535

* This property is currently producing rental income.

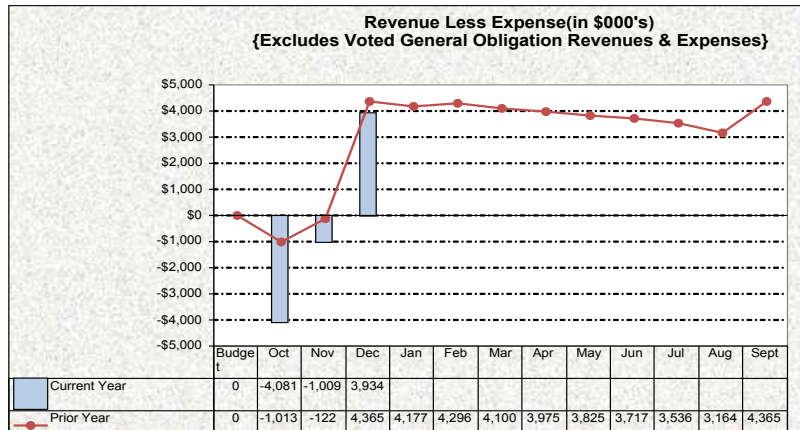
All Funds Budget Performance Summary Report (in 000's)

19-Feb-20

H:\Monthly Budget Rpts\MBR 19-20 Pd 3 Agenda.xlsx\SUM

NON-G.O. FUNDS	December, 2019		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$15,312	\$7,880	\$7,555	\$325	4%
Utility Fund	\$3,500	\$504	\$524	(\$20)	-4%
Total Revenues & Appropriations	\$18,812	\$8,384	\$8,079	\$305	4%
Expenses ('000s)					
General Fund Less Capital	\$13,530	\$3,286	\$3,105	(\$182)	-6%
General Fund Capital	\$1,783	\$558	\$8	(\$550)	-6665%
Utility Fund	\$3,500	\$606	\$601	(\$5)	-1%
Total Expenses & Appropriations	\$18,812	\$4,450	\$3,714	(\$736)	-20%
Revenue Less Expense ('000s)					
General Fund	\$0	\$4,036	\$4,442	(\$406)	
Utility Fund	\$0	(\$102)	(\$77)	(\$25)	
Revenue Less Expense	\$0	\$3,934	\$4,365	(\$431)	

VOTED GENERAL OBLIGATION	December, 2019		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favor / (Unfavor)	% vs. Prior Year
General Obligation Revenue	\$2,889	\$2,280	\$2,274	\$6	0%
General Obligation Expense	\$2,889	\$1,791	\$1,736	(\$55)	-3%
Voted Gen. Oblig. Rev. Less Exp.	\$0	\$489	\$538	(\$49)	



Prior Year (No G.O.)	Current Year	Prior Yr
Budget	0	0
Oct	(4,081)	(1,013)
Nov	(1,009)	(122)
Dec	3,934	4,365
Jan		4,177
Feb		4,296
Mar		4,100
Apr		3,975
May		3,825
Jun		3,717
Jul		3,536
Aug		3,164
Sept		4,365

General Fund Detail Budget Report

	December, 2019		VERSUS PRIOR YEAR TO DATE		
	Amended Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources					
Ad-Valorem Taxes	8,378,100	6,629,363	6,455,305	174,058	3%
Business Taxes	101,900	88,206	100,232	(12,026)	-12%
Utility Taxes	1,089,100	183,838	188,644	(4,806)	-3%
Permits & Franchise Fees	950,400	99,335	96,747	2,588	3%
Intergovernmental	816,500	66,665	24,254	42,410	175%
Donations	0	0	0	0	
Charges for Services	1,493,600	551,043	435,046	115,997	27%
Fines & Forfeitures	103,200	33,558	24,759	8,799	36%
Non-G.O. Interest	154,700	41,705	47,035	(5,330)	-11%
Unrealized Investment G/(L)	0	0	0	0	
Miscellaneous & Fixed Asset Sales	47,500	7,420	13,480	(6,060)	-45%
Internal Services	715,000	178,525	169,050	9,475	6%
Non G.O. Transfer In-Fund Balance	1,462,100	0	0	0	
Non-G.O. Gen. Fund Revenue	\$15,312,100	\$7,879,656	\$7,554,552	\$325,105	4%
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	331,900	52,593	37,118	(15,475)	-42%
Executive	567,500	141,552	182,827	41,275	23%
Finance	583,700	164,552	173,935	9,383	5%
Legal Counsel	168,600	23,829	14,805	(9,024)	-61%
Comp. Planning	134,600	26,477	27,366	889	3%
Other Gov't Services	268,700	92,647	129,341	36,694	28%
Public Safety-Admin/CID	1,774,700	513,666	458,269		0
Public Safety-Patrol/Rescue	3,874,400	868,012	860,370		0
Public Safety-Auto Maint.	141,600	37,974	34,250		0
Public Safety Operations	5,790,700	1,419,653	1,372,888	(46,764)	-3%
Building Dept.	550,100	135,495	126,036	(9,459)	-8%
Phy. Envir. -- Solid Waste/Recycle	1,131,300	100,108	(13,097)	(113,204)	-864%
Public Works-Admin	262,100	72,704	67,328		
Public Works-Bldg. Maint.	281,600	55,439	52,471		
Public Works-Streets	694,500	143,414	114,905		
Public Works Operations	1,238,200	271,557	234,704	(36,853)	-16%
Inventory	0	0	0	0	
Benefit Termination Payout	29,400	0	0	0	
Parks & Rec	439,900	96,244	59,733	(36,511)	-61%
Community Center	175,500	34,580	42,357	7,778	18%
Senior Center	161,700	26,477	30,238	3,761	12%
Contingency/Transfers	1,141,800	0	0	0	
Long-Term Debt	816,000	700,533	686,335	(14,198)	-2%
Non-G.O. Operations Expense	13,529,600	3,286,297	3,104,588	(\$181,709)	-6%
Non-G.O. CAPITAL Expense	1,782,500	557,762	8,245	(\$549,517)	
Total Non-G.O. Expense	15,312,100	3,844,060	3,112,833	(\$731,227)	
Non-G.O. Revenue Less Expense	\$0	\$4,035,597	\$4,441,719	(\$406,122)	-9%
General Obligation (G.O.) Debt Service					
Debt Service Ad-Valorem Revenue	2,875,800	2,278,727	2,271,086		
Debt Service Interest Revenue	13,200	991	2,751		
UG Utils- Debt Service Expense	2,889,000	1,790,765	1,735,744		
G.O. Revenue Less Expense	\$0	\$488,954	\$538,094		
G.O. Construction					
Streetscape Prjct.- Fund Bal Rev. Transfer	0	0			
Streetscape. - Construction Expense	0	0	0		
G.O. Construction Rev. Less Exp.	\$0	\$0	\$0		

	December, 2019		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	\$3,409,000	\$487,088	\$501,520	(\$14,432)	-3%
Interest	74,000	16,014	19,144	(3,130)	-16%
Sale of Fixed Assets / Misc.	0	0	0	0	
Total Operating Revenues	\$3,483,000	\$503,102	\$520,664	(\$17,562)	-3%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$3,483,000	\$478,349	\$601,118	\$122,769	20%
- Less Debt Service Principal [a]		127,589	0		
- Less Not Offset Capital Expense [b]		0	0		
Total Operating Expense	\$3,483,000	\$605,937	\$601,118	\$122,769	20%
Operations Margin	\$0	(\$102,835)	(\$80,454)		
% Gain/(Loss)		-17%	0		

Impact Fee Revenues					
Sewer Impact Fees	16,000	850	\$3,125	(\$2,275)	-73%
Impact Fee Interest	700	120	186	(65)	-35%
Total IF Revenue	\$16,700	\$970	\$3,311	(\$2,340)	-71%
Impact Fee Expense					
Sewer Impact Fee Exp	16,700	0	\$0	\$0	
Total IF Expense	\$16,700	\$0	\$0	\$0	
Impact Fee Margin	\$0	\$970	\$3,311	(2,340)	-71%
% Gain/(Loss)		100%			

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$3,499,700	\$504,072	\$523,975	(\$19,902)	
TOTAL FUND Expense	\$3,499,700	\$605,937	\$601,118	(\$4,819)	
FUND Revenue Less Expense	\$0	(\$101,865)	(\$77,143)	(\$24,722)	

[a] In Enterprise Funds, debt service principal payment expenses are credited against the debt liability on the balance sheet, reducing the debt on the Balance Sheet and eliminating the expense from the Income Statement.

[b] In Enterprise Funds, the expense of Capital is allocated to depreciation, which in this report is included in the listed operating expense.

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT
December, 2019

H:\Monthly Budget Rpts\MBR 19-20 Pd 3 Agenda.xlsx\CapitalRpt

02/19/20

Department	Description	Budgeted*	Paid
51/10-20 Executive/Legislative		0	0
5130 Finance	Munis Financial Software	91,000	
5210 Pub. Safety Admin	CID Vehicle 1	34,500	0
5211 Patrol/Fire/Rescue	Patrol Vehicle (2)	82,500	0
	Motorcycles (2)	52,400	0
	Firetruck	570,000	555,737
5240 Building & Codes			
5410 Pub. Works Admin			
5412 Pub. Works Bldg. Maint	PS AC Repairs	23,000	0
	PS Transfer Switch Replacement	11,900	0
	PS Replacement Gutters	15,000	0
	PS Roof Replacement	275,000	0
	Chiller Replacement	50,000	0
	CH Generator Replacement	55,000	0
5413 Pub. Works Streets	PS Traffic Signal	25,000	375
	Vehicle	28,000	0
	Gas Tax Financed		
	Appropriated Road Improvements	60,000	0
	Crosswalks	73,200	0
5720 Parks	Bocce/Tennis Court Improvements	136,000	0
5751 Community Center	Microphone System		
5752 Senior Center	Demolition Old Building	200,000	1,650
GENERAL FUND TOTAL		1,782,500	557,762
401-5350 Sewer Operating	IMPROVEMENTS		
	Sewer Engineering and Project Cost	2,575,000	0
	EQUIPMENT		
	Generator Station 5	66,000	0
	Transfer Switch Station 5	35,000	0
	New Vactron	210,000	0
	Generator Master Station	107,000	0
	Sewer Locator	17,000	0
	Capital Offset to Depreciation Exp	(3,010,000)	0
401-5351 Sewer Impact Fee			
UTILITY FUND TOTAL		0	0
Contraband (non-budgeted)			
TOTAL FROM CONTRABAND		0	0
GRAND TOTAL		1,782,500	557,762

Budget 4,792,500 Match to total on monthly report

INVESTMENT REPORT
December, 2019

2/19/2020

Policy Restrictions

Investment	Invest Class	Must	Int.Cap	Policy Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			50%	0.0%	Yes
Cash & CDs	CASH			None	100.0%	
Money Market Funds	MMF			20%	0.0%	Yes
Fed Instrum. & Agncy	FIA			30%	0.0%	Yes
Collat. Mortg. Obligtns.	CMO			20%	0.0%	Yes
Commercial Paper	CP			10%	0.0%	Yes
FMIT	FMIT			None	0.0%	

Performance @Period Ending: December, 2019

Institution	Account	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031	Investment	SBA	General Fund	\$534	1.83%	0%
SBA: Prime	131032	Investment	SBA	Sewer Fund Operating	\$534	1.83%	0%
TOTAL SBA					\$1,069		0.0%
Bank of America	004537065882	Cash	CASH	Working Cash	\$9,092,303	0.55%	27%
Bank of America	898013183744	Cash	CASH	UG Util Building	\$3,124,694	0.55%	9%
Bank of America	005562564319	Cash	CASH	Sewer Operating	\$4,205,246	0.55%	12%
Bank of America	005562564351	Cash	CASH	Sewer Impact Fee	\$106,022	0.55%	0%
Seacoast Bank	4810004966	Cash	CASH	Sewer Operating	\$5,178,951	1.24%	15%
Seacoast Bank	4810000706	Cash	CASH	Working Cash	\$10,473,307	1.24%	31%
Seacoast Bank	4810003566	Cash	CASH	Loan Reserve	\$1,773,302	1.24%	5%
TOTAL BANKS					\$33,953,825		100.0%

TOTAL CURRENT VALUE @ PERIOD END	\$33,954,894
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	0.90%

Portfolio Report
December, 2019

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	\$534	1.83%	\$534	\$0	\$10
BoA	Cash-Pool Cash Account (5882)	\$11,472,198	0.55%	\$11,472,198.41	\$0	\$63,097
	Contraband Pool Cash in 5882	\$38,516		\$38,515.59	\$0	\$0
	Pool Cash Due to Sewer Fund			(\$2,418,411)		\$0
	Pool Cash Due to Sewer Impact Fees					\$0
BoA	Cash- UG Utility [Bldg] (3744)	\$3,124,694	0.55%	\$3,124,694	\$0	\$17,186
Seacoast	Cash-Pool Cash Account (0706)	\$10,473,307	1.24%	\$10,473,307	\$0	\$129,869
Seacoast	Cash-Loan Reserve (3566)	\$1,773,302	1.24%	\$1,773,302	\$0	\$21,989
ALL GENERAL FUND			0.95%	\$24,464,140	\$0	\$232,151
PRIOR MONTH				\$17,254,268		

SEWER OPERATING						
SBA	Investment (032)	\$534	1.83%	\$534	\$0	\$10
BoA	Cash (4319)	\$1,786,835	0.55%	\$1,786,835	\$0	\$9,828
Seacoast	Cash (4966)	\$5,178,951	1.24%	\$5,178,951	\$0	\$64,219
	Cash-Pool Cash Due From Gen. Fund			\$2,418,411		\$0
ALL SEWER OPERATING FUND			0.79%	\$9,384,732	\$0	\$74,056
PRIOR MONTH				\$9,318,008		

SEWER IMPACT FEES (Restricted)						
BoA	Cash (4351)	\$106,022	0.55%	\$106,022	\$0	\$583
	Cash-Pool Cash Due From Gen. Fund			\$0		\$0
ALL SEWER IMPACT			0.55%	\$106,022	\$0	\$583
PRIOR MONTH				\$105,986		

ALL FUNDS			0.90%	\$33,954,894	\$0	\$306,790.13
PRIOR MONTH				\$26,678,262		
MONTHLY CHANGE				\$7,276,632		
MONTHLY CHANGE %				27.3%		

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending January, 2019

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$8,745,400	\$4,711,986	\$4,033,414	46%
General Obligation Debt Service	\$2,440,742	\$1,942,024	\$498,718	20%
General Obligation Construction	\$0	\$0	\$0	
General Fund Sub-Total	\$11,186,142	\$6,654,010	\$4,532,132	41%
Sewer Fund Operations	\$735,600	\$838,353	(\$102,753)	-14%
Sewer Fund Restricted Impact Fee	\$2,678	\$0	\$2,678	100%
Sewer Fund Sub-Total	\$738,278	\$838,353	(\$100,075)	-14%
TOTAL ALL FUNDS FISCAL YTD	\$11,924,420	\$7,492,363	\$4,432,057	37%

CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$21,918,239	\$20,115,342	\$1,802,898	9%
Sewer Fund	\$9,532,678	\$8,678,192	\$854,486	10%
Sub-Total Operating Funds	\$31,450,918	\$28,793,534	\$2,657,384	9%
Gen. Obligation [GO] Construction & Debt	\$2,567,836	\$2,362,195	\$205,641	9%
TOTAL ALL FUNDS	\$34,018,754	\$31,155,729	\$2,863,025	9%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	\$4,660,260	\$917,162	
Add Back for Current Year CS Construction Expense	\$0	N/A	
Historical Mean Projected Remaining Cash Flow	(\$3,600,160)	\$631,860	
PROJECTED FYE NORMALIZED CASH FLOW	\$1,060,100	\$1,549,022	\$2,609,122

Saleable Investment Propertie(s): (Cost Basis)	
2608-12 S. Atlantic Ave.*	\$917,535

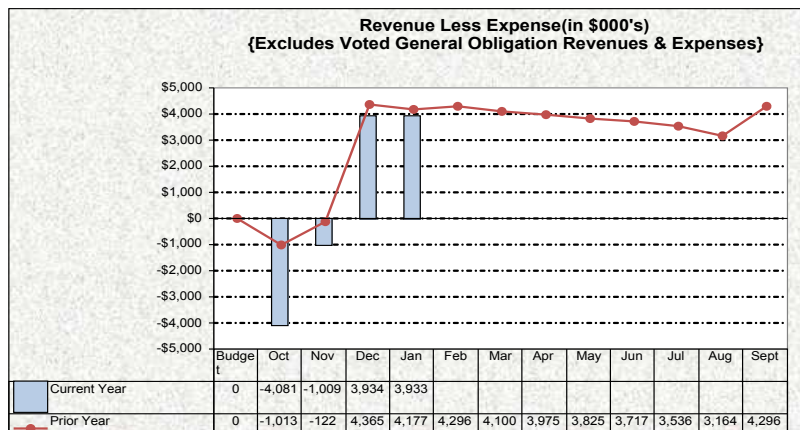
* This property is currently producing rental income.

All Funds Budget Performance Summary Report (in 000's)

19-Feb-20

NON-G.O. FUNDS	January, 2020		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$15,312	\$8,745	\$9,180	(\$435)	-5%
Utility Fund	\$3,500	\$738	\$1,037	(\$299)	-29%
Total Revenues & Appropriations	\$18,812	\$9,484	\$10,217	(\$734)	-7%
Expenses ('000s)					
General Fund Less Capital	\$13,530	\$4,102	\$4,879	\$776	16%
General Fund Capital	\$1,783	\$609	\$53	(\$556)	-1049%
Utility Fund	\$3,500	\$838	\$989	\$151	15%
Total Expenses & Appropriations	\$18,812	\$5,550	\$5,921	\$371	6%
Revenue Less Expense ('000s)					
General Fund	\$0	\$4,033	\$4,249	(\$215)	
Utility Fund	\$0	(\$100)	\$48	(\$148)	
Revenue Less Expense	\$0	\$3,933	\$4,296	(\$363)	

VOTED GENERAL OBLIGATION	January, 2020		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favor / (Unfavor)	% vs. Prior Year
General Obligation Revenue	\$2,889	\$2,441	\$2,520	(\$79)	-3%
General Obligation Expense	\$2,889	\$1,942	\$1,966	\$24	1%
Voted Gen. Oblig. Rev. Less Exp.	\$0	\$499	\$553	(\$54)	



Prior Year (No G.O.)	Current Year	Prior Yr
Budget	0	0
Oct	(4,081)	(1,013)
Nov	(1,009)	(122)
Dec	3,934	4,365
Jan	3,933	4,177
Feb		4,296
Mar		4,100
Apr		3,975
May		3,825
Jun		3,717
Jul		3,536
Aug		3,164
Sept		4,296

General Fund Detail Budget Report

19-Feb-20

	January, 2020		VERSUS PRIOR YEAR TO DATE		
	Amended Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources					
Ad-Valorem Taxes	8,378,100	7,095,192	7,146,356	(51,165)	-1%
Business Taxes	101,900	94,292	102,652	(8,360)	-8%
Utility Taxes	1,089,100	264,616	352,782	(88,166)	-25%
Permits & Franchise Fees	950,400	176,938	250,138	(73,201)	-29%
Intergovernmental	816,500	96,608	216,509	(119,901)	-55%
Donations	0	0	0	0	
Charges for Services	1,493,600	674,909	687,945	(13,036)	-2%
Fines & Forfeitures	103,200	40,813	43,857	(3,044)	-7%
Non-G.O Interest	154,700	55,609	82,389	(26,780)	-33%
Unrealized Investment G/(L)	0	0	0	0	
Miscellaneous & Fixed Asset Sales	47,500	8,390	15,973	(7,583)	-47%
Internal Services	715,000	238,033	281,750	(43,717)	-16%
Non G.O. Transfer In-Fund Balance	1,462,100	0	0	0	
Non-G.O. Gen. Fund Revenue	\$15,312,100	\$8,745,400	\$9,180,351	(\$434,951)	-5%
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	331,900	63,744	58,940	(4,804)	-8%
Executive	567,500	180,837	284,780	103,944	36%
Finance	583,700	212,543	258,587	46,045	18%
Legal Counsel	168,600	31,557	35,989	4,432	12%
Comp. Planning	134,600	37,834	45,384	7,550	17%
Other Gov't Services	268,700	116,367	145,385	29,018	20%
Public Safety-Admin/CID	1,774,700	625,254	842,032		0
Public Safety-Patrol/Rescue	3,874,400	1,141,726	1,464,787		0
Public Safety-Auto Maint.	141,600	49,121	56,548		0
Public Safety Operations	5,790,700	1,816,101	2,183,367	367,266	17%
Building Dept.	550,100	180,758	204,590	23,833	12%
Phy. Envir. -- Solid Waste/Recycle	1,131,300	195,467	278,511	83,044	30%
Public Works-Admin	262,100	88,834	98,677		
Public Works-Bldg. Maint.	281,600	78,424	88,866		
Public Works-Streets	694,500	186,896	216,554		
Public Works Operations	1,238,200	354,154	404,096	49,942	12%
Inventory	0	555	0	(555)	
Benefit Termination Payout	29,400	0	0	0	
Parks & Rec	439,900	117,541	116,308	(1,233)	-1%
Community Center	175,500	50,957	70,899	19,942	28%
Senior Center	161,700	35,314	67,666	32,352	48%
Contingency/Transfers	1,141,800	0	0	0	
Long-Term Debt	816,000	708,761	724,224	15,464	2%
Non-G.O. Operations Expense	13,529,600	4,102,488	4,878,727	\$776,239	16%
Non-G.O. CAPITAL Expense	1,782,500	609,498	53,059	(\$556,439)	
Total Non-G.O. Expense	15,312,100	4,711,986	4,931,786	\$219,800	
Non-G.O. Revenue Less Expense	\$0	\$4,033,414	\$4,248,565	(\$215,151)	-5%
General Obligation (G.O.) Debt Service					
Debt Service Ad-Valorem Revenue	2,875,800	2,438,846	2,514,210		
Debt Service Interest Revenue	13,200	1,896	5,377		
UG Utils- Debt Service Expense	2,889,000	1,942,024	1,966,428		
G.O. Revenue Less Expense	\$0	\$498,718	\$553,158		
G.O. Construction					
Streetscape Prjct.- Fund Bal Rev. Transfer	0	0	0		
Streetscape. - Construction Expense	0	0	0		
G.O. Construction Rev. Less Exp.	\$0	\$0	\$0		

	January, 2020		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	\$3,409,000	\$714,665	\$1,002,596	(\$287,932)	-29%
Interest	74,000	20,936	30,497	(9,561)	-31%
Sale of Fixed Assets / Misc.	0	0	0	0	
Total Operating Revenues	\$3,483,000	\$735,600	\$1,033,093	(\$297,493)	-29%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$3,483,000	\$710,765	\$1,116,024	\$405,260	36%
- Less Debt Service Principal [a]		127,589	(126,635)		
- Less Not Offset Capital Expense [b]		0	0		
Total Operating Expense	\$3,483,000	\$838,353	\$989,389	\$405,260	41%
Operations Margin	\$0	(\$102,753)	\$43,704		
% Gain/(Loss)		-12%	0		

Impact Fee Revenues					
Sewer Impact Fees	16,000	2,525	\$3,650	(\$1,125)	-31%
Impact Fee Interest	700	153	305	(152)	-50%
Total IF Revenue	\$16,700	\$2,678	\$3,955	(\$1,277)	-32%
Impact Fee Expense					
Sewer Impact Fee Exp	16,700	0	\$0	\$0	
Total IF Expense	\$16,700	\$0	\$0	\$0	
Impact Fee Margin	\$0	\$2,678	\$3,955	(1,277)	-32%
% Gain/(Loss)		100%			

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$3,499,700	\$738,278	\$1,037,048	(\$298,770)	
TOTAL FUND Expense	\$3,499,700	\$838,353	\$989,389	\$151,036	
FUND Revenue Less Expense	\$0	(\$100,075)	\$47,659	(\$147,734)	

[a] In Enterprise Funds, debt service principal payment expenses are credited against the debt liability on the balance sheet, reducing the debt on the Balance Sheet and eliminating the expense from the Income Statement.

[b] In Enterprise Funds, the expense of Capital is allocated to depreciation, which in this report is included in the listed operating expense.

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT
January, 2020

02/19/20

Department	Description	Budgeted*	Paid
51/10-20 Executive/Legislative		0	0
5130 Finance	Munis Financial Software	91,000	36,797
5210 Pub. Safety Admin	CID Vehicle 1	34,500	0
5211 Patrol/Fire/Rescue	Patrol Vehicle (2)	82,500	0
	Motorcycles (2)	52,400	0
	Firetruck	570,000	555,737
5240 Building & Codes			
5410 Pub. Works Admin			
5412 Pub. Works Bldg. Maint	PS AC Repairs	23,000	0
	PS Transfer Switch Replacement	11,900	0
	PS Replacement Gutters	15,000	0
	PS Roof Replacement	275,000	0
	Chiller Replacement	50,000	0
	CH Generator Replacement	55,000	0
5413 Pub. Works Streets	PS Traffic Signal	25,000	1,547
	Vehicle	28,000	0
	<i>Gas Tax Financed</i>		
	<i>Appropriated Road Improvements</i>	60,000	0
	<i>Crosswalks</i>	73,200	0
5720 Parks	Bocce/Tennis Court Improvements	136,000	0
5751 Community Center	Microphone System		
5752 Senior Center	Demolition Old Building	200,000	15,417
GENERAL FUND TOTAL		1,782,500	609,498
401-5350 Sewer Operating	IMPROVEMENTS		
	Sewer Engineering and Project Cost	2,575,000	0
	EQUIPMENT		
	Generator Station 5	66,000	0
	Transfer Switch Station 5	35,000	0
	New Vactron	210,000	0
	Generator Master Station	107,000	0
	Sewer Locator	17,000	0
	Capital Offset to Depreciation Exp	(3,010,000)	0
401-5351 Sewer Impact Fee			
UTILITY FUND TOTAL		0	0
Contraband (non-budgeted)			
TOTAL FROM CONTRABAND		0	0
GRAND TOTAL		1,782,500	609,498

INVESTMENT REPORT
January, 2020

2/19/2020

Policy Restrictions

Investment	Invest Class	Must	Int.Cap	Policy Class Cap	Current	In Limits
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			50%	0.0%	Yes
Cash & CDs	CASH			None	100.0%	
Money Market Funds	MMF			20%	0.0%	Yes
Fed Instrum. & Agncy	FIA			30%	0.0%	Yes
Collat. Mortg. Obligtns.	CMO			20%	0.0%	Yes
Commercial Paper	CP			10%	0.0%	Yes
FMIT	FMIT			None	0.0%	

Performance @Period Ending: January, 2020

Institution	Account	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031	Investment	SBA	General Fund	\$535	1.83%	0%
SBA: Prime	131032	Investment	SBA	Sewer Fund Operating	\$535	1.83%	0%
TOTAL SBA					\$1,071		0.0%
Bank of America	004537065882	Cash	CASH	Working Cash	\$9,660,746	0.55%	28%
Bank of America	898013183744	Cash	CASH	UG Util Building	\$2,567,836	0.55%	8%
Bank of America	005562564319	Cash	CASH	Sewer Operating	\$4,242,760	0.55%	12%
Bank of America	005562564351	Cash	CASH	Sewer Impact Fee	\$106,055	0.55%	0%
Seacoast Bank	4810004966	Cash	CASH	Sewer Operating	\$5,183,328	1.24%	15%
Seacoast Bank	4810000706	Cash	CASH	Working Cash	\$10,482,158	1.24%	31%
Seacoast Bank	4810003566	Cash	CASH	Loan Reserve	\$1,774,800	1.24%	5%
TOTAL BANKS					\$34,017,683		100.0%

TOTAL CURRENT VALUE @ PERIOD END	\$34,018,754
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	0.90%

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Yr. End
G.O. Construction & Debt Service Funds	\$2,567,836	(\$556,858)	\$205,641	\$310,067
General Fund (excl. G.O. Funds)	\$21,918,239	\$578,793	\$1,802,898	\$4,350,192
Sewer Fund	\$9,532,678	\$41,924	\$854,486	\$80,067
TOTAL	\$34,018,754	\$63,860	\$2,863,025	\$4,740,327
Percent Change for Current	N/A	0.2%	9.2%	16.2%

Portfolio Report

January, 2020

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	\$535	1.83%	\$535	\$0	\$10
BoA	Cash-Pool Cash Account (5882)	\$12,077,787	0.55%	\$12,077,786.84	\$0	\$66,428
	<i>Contraband Pool Cash in 5882</i>	\$38,341		\$38,340.59	\$0	\$0
	<i>Pool Cash Due to Sewer Fund</i>			(\$2,455,381)		\$0
	<i>Pool Cash Due to Sewer Impact Fees</i>					\$0
BoA	Cash- UG Utility [Bldg] (3744)	\$2,567,836	0.55%	\$2,567,836	\$0	\$14,123
Seacoast	Cash-Pool Cash Account (0706)	\$10,482,158	1.24%	\$10,482,158	\$0	\$129,979
Seacoast	Cash-Loan Reserve (3566)	\$1,774,800	1.24%	\$1,774,800	\$0	\$22,008
ALL GENERAL FUND			0.95%	\$24,486,076	\$0	\$232,547
PRIOR MONTH				\$24,464,140		

SEWER OPERATING						
SBA	Investment (032)	\$535	1.83%	\$535	\$0	\$10
BoA	Cash (4319)	\$1,787,379	0.55%	\$1,787,379	\$0	\$9,831
Seacoast	Cash (4966)	\$5,183,328	1.24%	\$5,183,328	\$0	\$64,273
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$2,455,381		\$0
ALL SEWER OPERATING FUND			0.79%	\$9,426,624	\$0	\$74,114
PRIOR MONTH				\$9,384,732		

SEWER IMPACT FEES (Restricted)						
BoA	Cash (4351)	\$106,055	0.55%	\$106,055	\$0	\$583
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$0		\$0
ALL SEWER IMPACT			0.55%	\$106,055	\$0	\$583
PRIOR MONTH				\$106,022		

ALL FUNDS			0.90%	\$34,018,754	\$0	\$307,243.95
PRIOR MONTH				\$33,954,894		
MONTHLY CHANGE				\$63,860		
MONTHLY CHANGE %				0.2%		



Article II, Section 8, Constitution of the State of Florida: ***“Ethics in government.—A public office is a public trust. The people shall have the right to secure and sustain that trust against abuse.”***

“LIFE IS BETTER HERE.”

**CITY COUNCIL AGENDA MEMORANDUM
FEBRUARY 25, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council
COPIES TO: Mike Booker, City Manager
Cheri Schwab, City Clerk
FROM: Raymond J. Branch, City Attorney
DATE: February 18, 2020
SUBJECT: City Attorney Report

The following is intended as my written report to the City Council for matters arising subsequent to its last meeting of February 11, 2020. Please advise if you have any questions, comments or concerns relative to these matters.

(1). Ordinance 2019-06

Prepared detailed memorandum re: the meaning and application of Section 4 of the above-referenced Ordinance to specific applications for tenant lease subsidies and owners of commercial properties in the City for development and/or renovation projects being evaluated by the Economic Development Committee.

(2). Public Safety Department

Prepared first draft of proposed Ordinance creating new code violation for Trespass Upon Public Property, which was drafted at the request of Public Safety Director, Stephan Dembinsky. Future discussions and possible revisions are anticipated prior to submission to City Council for consideration.

(3). *Purchasing Procedures*

Prepared memorandum opinion to Finance Director, Kurt Swartzlander, addressing requirements for purchases by City of goods and services \$25,000.00 and less. Opinion takes account of Florida Statutes, current City Charter, Ordinance provisions and case law. Recommend ordinance be developed and submitted to City Council for approval of the delegation of certain ministerial duties with respect to such purchases.

(4). *Development / Renovation Grant Agreements*

Drafted form for Development / Renovation Grant Agreements for use in awarding alternative grants under the economic development incentive program established by the City Council in Ordinance 2019-06. Certain grant agreements are anticipated to be presented to City Council soon.

Respectfully, submitted,

/s/ Raymond J. Branch, City Attorney



CITY OF DAYTONA BEACH SHORES

"Life Is Better Here"

Office of the City Manager

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

MEMORANDUM

DATE: February 25, 2020

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 – February 25, 2020

Charter Review:

- Staff met with the City Attorney regarding proposed changes to the City Charter. I anticipate a workshop with the City Council soon to discuss these and other proposed changes.

Meeting with Congressman Waltz:

- On Thursday, February 20, the Honorable Michael D. Waltz attended a meeting of the Volusia County City Managers Association. It was refreshing to have a sitting Congressman take time from his busy schedule to share information with, and take questions from, our group.

Halifax Urgent Care:

- The plans for this facility have been approved by the City. As soon as we can get our museum items moved out, we will begin demolition of the older section of the building. Halifax has indicated their desire to have the facility open in late summer of this year.

Senior Center Director:

- Roni Jackson has informed me that she will be retiring this June. Roni has been with the Shores for 17.5 years. During that time, she has taken a fledgling, little-used Senior Center and transformed it into a bustling, active adult activity center. While she is perhaps best known as "The Queen of Pickleball," her infectious enthusiasm for all activities has created a fun, welcome atmosphere for both residents and visitors.



**CITY COUNCIL AGENDA MEMORANDUM
FEBRUARY 25, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Ordinance 2020-03: An ordinance relating to temporary promotional outdoor activities within City limits.

SYNOPSIS:

Ordinance 2020-03, if adopted tonight on second reading, would amend several sections of the Daytona Beach Shores Land Development Code to permit outdoor promotional activities on commercial and hotel properties within City limits. The current promotional activity regulations are restrictive such that they preempt viable outdoor promotional activities within the City. If approved, business owners would be allowed to have viable promotional activities that could help sustain and grow their businesses.

FISCAL IMPACT STATEMENT:

May result in a minimal increase in permit receipts.

BACKGROUND:

Ordinance 2020-03 (attached) was drafted at the request of a business owners seeking to have outdoor promotional activities, including a tent, during this upcoming Bike Week.

The ordinance was drafted in a way that attempts to provide economic opportunities for businesses while being cognizant on the City's public, health safety and welfare.

LEGAL REVIEW:

RECOMMENDATION:

The Daytona Beach Shores Planning and Zoning Board unanimously recommended approval of Ordinance 2020-03 as presented.

Staff recommends approval of Ordinance 2020-03 as presented.

SUGGESTED MOTION:

A City Council member may move as follow:

"I move to approve Ordinance 2020-03 as presented."

OR

"I move to approve Ordinance 2020-03 with the following conditions or amendments..."

OR

"I move to deny Ordinance 2020-03 on the basis of..."

- ATTACHMENT:**
1. Ordinance 2020-03-Temporary Promotional Activity.with RJB comments-SC-2-5-20
 2. Ordinance 2020-03A-Temporary Promotional Activity.with RJB comments-SC-2-5-20

ORDINANCE 2020-03

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO TEMPORARY PROMOTIONAL ACTIVITIES; AMENDING THE *CODE OF ORDINANCES, APPENDIX G-LAND DEVELOPMENT CODE*; BY AMENDING SECTION 2-2 ENTITLED “GENERAL DEFINITIONS”; BY AMENDING CHAPTER 6, ENTITLED “SIGNS AND ADVERTISING”; BY AMENDING SECTION 14-31.1, ENTITLED “GC-RD GENERAL COMMERCIAL-REDEVELOPMENT DISTRICT”; BY AMENDING SECTION 14-60.2 ENTITLED “TEMPORARY PROMOTIONAL ACTIVITY PERMITS, STANDARDS IN THE GC-1 AND GC-2 COMMERCIAL DISTRICTS AND T HOTEL/MOTEL DISTRICT”; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council of the City of Daytona Beach Shores desires that the economy of the City of Daytona Beach Shores be one that is vibrant, creative, flexible and dynamic; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes that outdoor temporary promotional activities can help to retain and enhance existing business operations and success; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes that outdoor temporary promotional activities can be regulated so as to not adversely impact the appearance of the community and its public image; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes that outdoor temporary promotional activities can be regulated so as to not adversely impact the public health, safety and welfare; and

WHEREAS, the City Council of the City of Daytona Beach Shores has deemed approval of this Ordinance to be in the best interest of the businesses, visitors, residents and citizens of the City of Daytona Beach Shores; and

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

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

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

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

SECTION ONE: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores*, Appendix G-Land Development Code, Section 2-2, entitled “General Definitions,” by adding the following:

Temporary promotional accessory: A ground-based attention getting device used to attract public attention to a temporary promotional event including, but not limited to, air dancer, inflatable, statue, carving, art display, promotional or fluttering flag, and other similar device. Accessories shall not exceed 12 feet in height and shall not be larger than 150 cubic feet.

Temporary promotional activity: A temporary indoor or outdoor event on a commercial or hotel property, parcel or lot including but not limited to grand openings, product displays, sales and promotion of a new or existing bona fide business and its products or services.

SECTION TWO: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores*, Appendix G-Land Development Code, Chapter 6, entitled “Signs and Advertising,” as follows:

Sec. 6-8. - Permitted signs.

18. *Banner Signs* . Banner signs may be employed for special events within the city by a permit issued through the building and codes division of the department of community services. Only one (1) banner sign shall be placed at any location, lot or parcel at any given time. Size, location, time limitation, and type of event shall be permitted under the following conditions:

Banner signs may be permitted for promotional events within the city upon receipt of any approved banner permit issued by the city through the building and codes division of the department of community services. For banner sign purposes, promotional events are defined as follows: Speed

Week, Bike Week, Biketoberfest, Spring Break, grand openings, going-out-of-business sales and similar city-preapproved occasions sanctioned by the city manager. Written proof will be required with application for local events with which the city desires to identify and with which the city is satisfied the banner sign will reflect highly upon the city and promote economic or tourism development. Except for temporary promotional activity banners permitted pursuant to Sec. 14-60.2 of this Land Development Code, Only only one (1) banner sign shall be placed at any location, lot or parcel at any given time. Size, location, time limitation, and type of event shall be permitted under the following conditions:

- (1) Banner signs shall be permitted only in GC1, GC2, T, GC-RD and TC-MUPUD districts.
- (2) Maximum sign area shall be thirty-two (32) square feet.
- (3) Banners shall not be located at ground level in any right-of-way. One (1) banner sign may be permitted to be displayed during promotional events. Such signs may carry business or product logos and generic messages commemorating the event and/or welcoming visitors. The sign shall not convey specific sales information, such as prices or "specials" or any other related information of this type or nature.
- (4) All banners shall be preapproved by the building and codes division. All temporary banners allowed under this subsection may be installed up to one (1) week prior to the event, and must be removed no later than forty-eight (48) hours following the event with a maximum time limit of thirty (30) days. Banner signs shall not be permitted for more than one hundred twenty (120) days (or four (4) events) in any twelve-month period. Only one (1) thirty-day period allowed in any sixty (60) consecutive days.
- (5) The banner sign permit fee shall be specified in the current "Daytona Beach Shores Land Development Code Schedule of Fees" which is available at the office of the city clerk. In the event the city installs the banner, an additional fee for installation and removal shall be assessed as specified in the current "Daytona Beach Shores Land Development Code Schedule of Fees" which schedule is available at the office of the city clerk. Requests for banner signs spanning any right-of-way, or of a size larger than allowed above, or for a duration longer than that stated above shall require approval of the city manager. Such approval shall be predicated upon the banner sign request being of such nature that it would be advertising a city-wide function approved by the city council. Banner signs erected prior to a permit being obtained or not in accordance with the sketch or the criteria specified in this ordinance shall be a violation of this ordinance.
- ~~(6) Condition L in section 6-9 shall also apply to banners located in the GC-RD and TC-MUPUD districts.~~

Two (2) banner signs approved in conjunction with a bona fide temporary promotional activity shall be permitted for the duration of the event pursuant to Sec. 14-60.2 of this Land Development Code.

Sec. 6-11. - Prohibited signs.

1. No persons shall erect a sign on or over any public property or public right-of-way, including the Atlantic Ocean beach except for legal franchises of the city and subsection 6-8(11.1), Public Information Off-Site Directional Signs.
2. No persons shall operate or park any vehicle for the purpose of display, sale or advertising on any public right-of-way.
3. Roof signs, except as expressly permitted by section 6-8, Permitted Signs, within Chapter 6, Signs and Advertising, of the Land Development Code of Ordinances, snipe signs, pennants, inflatables and wind operated devices, sandwich signs, revolving signs, flashing signs and signs with moving or alternating lights, outdoor advertising signs, off-site signs, animated signs, and spectacular signs are prohibited and unlawful, except when approved in conjunction with a bona fide temporary promotional activity. However, nothing contained herein shall prohibit a time and temperature sign with dimensions not exceeding twenty-five (25) square feet in area.

SECTION THREE: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores, Appendix G-Land Development Code*, Section 14-31.1, entitled “GC-RD General Commercial-Redevelopment District,” as follows:

Sec. 14-31.1 GC-RD General Commercial-Redevelopment District.

Sec. 14-31.1.11 Permitted Temporary Use.

Promotional activities shall comply with section 14-60.2.

SECTION FOUR: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores, Appendix G-Land Development Code*, Section 14-60.2, entitled “Temporary promotional activity permits, standards in the GC-1 and GC-2 Commercial Districts and T Hotel/Motel District,” as follows:

Sec. 14-60.2. Temporary promotional activity permits, standards in the GC-RD, GC-1 and GC-2 Commercial Districts and T Hotel/Motel District.

1. General: A temporary promotional activity, also known as a TPA, shall be limited to promotional activities, exhibits, displays and sales directly and customarily associated with the principal and accessory uses of a business, as determined by the City Manager or his designee.

TPA permits shall only be issued to one (1) tenant space per primary address. Outdoor promotional activities are permitted between the hours of 7am and 10pm subject to the City's noise regulations. A TPA permit shall not authorize itinerant vending.

2. Application: (i) An application shall be submitted to the City Manager, or designee, on the approved form provided by the City. (ii) Applications shall be submitted at least ten (10) days prior to the start of the requested TPA. (iii) Fees established by the City Council shall be paid in full at the time of application submission. (iv) Applications shall contain a site sketch exhibit indicating dimensions, tent capacity, egress and location and placement of all TPA components relative to all buildings and structures, parking and property lines. (v) TPA permits may only be obtained by the business owner. (vi) TPA shall be authorized by the property owner.
3. Transfers: TPA permits shall not be transferable.
4. Duration: Temporary promotional activities shall not exceed 21 days per calendar year for any business tenant space with a primary address. A TPA permit shall be issued for a minimum of three (3) days.
5. Hazards and Public Nuisances: Temporary promotional activities shall not create public nuisances or hazards jeopardizing the public health, safety or welfare.
6. Tents and removal of outdoor components: Temporary promotional activities may occur within temporary outdoor structures such as tents, as approved by the City Manager, or designee, not to exceed 500 square feet per business. All components associated with the TPA shall be removed immediately after event closing.
7. Area restrictions: A TPA shall not occupy more than 500 square feet PLUS an additional square footage two times the lineal footage of the business' frontage. TPA areas shall not exceed 25% of the business' required off-street parking area. In no case shall the total TPA areas permitted on a multi-business property, lot or parcel exceed 25% of the property's total required off-street parking area. All merchandise shall be displayed under a temporary outdoor structure, as approved by the Building Official.
8. Access and setbacks: Temporary promotional activities shall not impede or obstruct pedestrian or vehicular traffic, building egress, occupy or block driveways, drive aisles, fire lanes, sidewalks and sight triangles, as determined by the Building Official. All TPA components shall set back at least five (5) feet from rights-of-way and side lot lines and at least 50 feet from residential properties.
9. Location: Promotional activities may occur inside or outside. However, outdoor temporary promotional activities shall only be permitted in front of or in an area adjacent to the business subject to the terms and conditions of this section. TPA components and activities shall not occur inside required landscape islands or planter boxes.

10. Prohibitions: (i) Amusements (ii) Outdoor adult entertainment activities, sales and displays. (iii) Outdoor body art services. (iv) Vehicular washing events. (v) Outdoor alcohol sales and consumption, except as approved by an active outdoor dining conditional use permit. (vi) Tethered airborne accessories. (vii) Trampolines, jump houses and other similar recreation equipment and devices.

11. Signage and temporary promotional accessories: Each TPA shall be permitted two (2) banner signs, not to exceed 32 square feet each and one (1) temporary promotional accessory. All other signage, including but not limited to mobile and portable signage on trailers, is prohibited.

12. Security and Safety: All TPA components shall be safely secured overnight and when not in use against vandalism and theft. TPA components, including, but not limited to, tents and accessories, shall be installed, maintained and removed pursuant to manufacturer's instructions.

13. Enforcement and Violations:

~~1. Application shall be on an appropriate form provided by the City and submitted at least sixty (60) days prior to the initiation of the requested temporary promotional activity. The City Council may determine appropriate fees for this permit by resolution.~~

~~2. The temporary promotional activities shall be in accordance with the existing licensed business activity(s) for each site; temporary promotional activities shall not consist of outside sales.~~

~~3. Outdoor displays shall not impede pedestrian or vehicular traffic, occupy or block driveways, drive aisles, fire lanes and shall not be placed in any required parking area nor within one hundred (100) feet of any right-of-way.~~

~~4. No temporary promotional activities may occur within temporary structures such as tents or trailers.~~

~~5. Site plans shall be attached to the application for any temporary promotional activity permit.~~

~~6. Temporary signs, including banners, shall comply with the Land Development Code regarding temporary signage, including but, not limited to section 6-8(18), Banner Signs.~~

~~7. The enforcement official, or his or her designated representative, shall make an inspection of the properties involved. If the enforcement official denies the permit, the applicant may appeal the ruling to the City Council within ten (10) days of the enforcement official's ruling.~~

~~8. Temporary promotional activity permits shall be personal to the permittee and shall not be transferable.~~

~~9. Temporary promotional activities shall not authorize itinerant vending.~~

10-It shall be a violation of the Land Development Code to violate the terms of any temporary promotional activity permit. In addition to other remedies such as Code Enforcement Board Special Magistrate action, the City Manager is authorized to immediately suspend or revoke a temporary promotional activity permit, without prior warning, if the City Manager determines that the temporary promotional activity is being conducted in a manner that violates any portion of this [section 14-60.2](#), or in a manner that poses an imminent threat to public health, safety or welfare. Upon revocation of a temporary promotional activity permit, the permittee shall immediately cease the temporary promotional activity authorized by the permit. The permittee shall be required to obtain a new permit and pay new permit fees before the permit activity may be resumed. Upon suspension of a temporary promotional activity permit, the temporary promotional activity permittee must close down the temporary promotional activities authorized by the permit until the suspension order is lifted. Suspension or revocation shall be effective immediately upon notice to the permittee. Notice to the permittee shall be deemed to be given when delivered to the permittee or to any person listed in the permit application as managing or supervising the temporary promotional activity or, if no such person appears to be on the site of the temporary promotional activity at the time of the issuance, to any other person who appears to be in control of the temporary promotional activity or who appears to be acting on the temporary promotional activity permittee's behalf.

SECTION FIVE: ENFORCEMENT AND PENALTIES.

- (a). It is prohibited and unlawful for any person to fail to comply with the requirements of this Ordinance.
- (b). The City may enforce the provisions of this Ordinance by any lawful means available to the City under the controlling provisions of State law and Section 1.8 of the *Code of Ordinances of the City of Daytona Beach Shores, Florida*.
- (c). The penalties for violation of this Ordinance shall be as set forth in the code enforcement method asserted by the City under the *Code of Ordinances of the City of Daytona Beach Shores, Florida* or as may be available under the controlling provisions of State law.

SECTION SIX: SAVINGS. The prior actions of the City of Daytona Beach Shores relating to temporary promotional activities are hereby ratified and affirmed.

SECTION SEVEN: CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida* and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections Five, Six, Seven, Eight, Nine and Ten shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

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

SECTION TEN: EFFECTIVE DATE. This Ordinance shall take effect immediately upon enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

RAYMOND BRANCH, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2020.

Adopted on second reading this _____ day of _____, 2020.



CITY COUNCIL AGENDA MEMORANDUM FEBRUARY 25, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Ordinance 2020-02: Future Land Use Amendment CPA12019029, Atlantic Avenue Estates, LLC-Parcel ID 6302-05-07-0150/3828 S. Atlantic Avenue

SYNOPSIS:

NOTE: This item was continued from the January 14, 2020 meeting at the request of the owner/applicant. **The owner is again asking for a continuance in order to apply for a development agreement to address some of the neighborhood residents concerns. The requested date is April 14, 2020. Staff has no objection to this request.**

Future Land Use Map Amendment CPA12019029 was submitted to the City on October 17, 2019 by applicant/owner, Atlantic Avenue Estates, LLC. The subject application is a request to change the Daytona Beach Shores Comprehensive Plan Future Land Use Map classification of the property generally located at 3828 S. Atlantic Avenue (PID 6302-05-07-0150) from *Low Density Residential* to *Medium Density Residential*. The former permits up to 12 units per acre while the latter allows up to 35 units per acre. Ordinarily, the subject +/-0.71 acre property density entitlement would change from a total of nine (9) units to 25 residential units on the site. However, the property owner is also proposing a policy amendment to the Comprehensive Plan that would restrict the total number of units on the site to 16. The property owner's plan is to construct two 8-unit apartment buildings on site. Currently the property is approved for four (4) duplexes or a total of eight (8) units. Ordinance 2020-02 if adopted would approved the proposed Comprehensive Plan Map and policy amendment.

In addition, if approved, the property will also require a zoning map amendment to establish the appropriate zoning district classification to match the proposed future land use change.

FISCAL IMPACT STATEMENT:

The FY2019/2020 Budget has adequate funding to implement all administrative and technical functions associated with the proposed ordinance and amendment. If approved, the subject property will experience an increase in assessed taxable value subsequent to construction of the proposed development.

BACKGROUND:

A. INTRODUCTION

Atlantic Avenue Estates, LLC owner/applicant, request approval of an amendment to the Future Land Use Map contained in the Daytona Beach Shores Comprehensive Plan (2030). The proposed amendment seeks to change the future land use designation of a vacant +/- 0.71 acre property located on the west side of the 3800 block of S. Atlantic Avenue between Emilia and Marcelle avenues across from the Blue Surf Condo (**Exhibit A.1 attached**). The subject application was received on October 17, 2019. If approved, the amendment would change the future land use classification of the subject property from *Low Density Residential* to *Medium Density Residential*. The former permits up to 12 units per acre while the latter allows up to 35 units per acre. Therefore, the property density entitlement would ordinarily change from a total of nine (9) units to 25 residential units on the site. However, the property owner is also proposing a Comprehensive Plan Policy amendment to restrict the total number of units on the site to 16 as his intention is to construct a total of 16 residential apartments on site in two separate 8-unit buildings. Each apartment building would have its own access to S. Atlantic Avenue and Cardinal Boulevard, respectively.

B. BACKGROUND

On December 8, 2015, the subject property was annexed into the corporate limits of the City of Daytona Beach Shores pursuant to the voluntary annexation process outlined in Section 171.044, Florida Statutes. The property was subsequently assigned a *Low Density Residential* Future Land Use. However, since then, the property owner has determined that the market conditions for the original four (4) duplex development have changed such that a change in land use to a greater density is required to construct apartments, which would be more responsive to the current and projected market conditions. If approved, the subject property will also require a matching change in zoning district designation.

C. ANALYSIS

Overview:

The subject site is 150'x 205' and has an area of 30,750 square feet or +/-0.71 of an acre. The current Future Land Use (FLU) and Zoning designations on the property are *Low Density Residential* (up to 12 units/acre) and "RMF-3" Multifamily Residential (Low Density) District, respectively. The adjacent future land use classifications are depicted in **Exhibit A.2** attached while the existing surrounding land uses are illustrated in **Exhibit A.3** attached.

Description, Data and Analysis:

A detailed planning staff analysis is provided in **Exhibit A.4** attached. In addition, further support and analysis is provided by the applicant in **Exhibit B** attached. Both analyses demonstrate the amendment's compliance with the City's Comprehensive Plan and general planning best practice for future land use map amendments. In conclusion, the analyses show that there will not be any significant impact on the environment, roadways, public schools and/or utilities.

The subject property was previously rezoned to RMF-3. Per 14-20.1 of the City's Land Development Code, the purpose and intent of the RMF-3 zoning is to provide some low density multifamily that can abut single-family zoning districts. In my opinion the previous rezoning was consistent with the city's zoning. However, the requested zoning (RMF-2) is not intended to directly abut single-family districts. Hence, the reason this language is omitted from the RMF-2 Purpose and Intent (14-19.1).

Further, I'm not convinced the application meets the city's zoning criteria and minimum standards. Specifically, I'm concerned with Item #'s 12 and 13 found in the staff report. I don't see evidence in the application demonstrating how this change benefits anyone other than the property owner. The RMF-2 zoning would triple the allowable density from 8 units to 25 units. Even if the property owner agrees to limit the number of units to 16, it is still twice as many. Because the majority of this property directly abuts single-family (on three sides), I cannot support this request. In the future, if rezonings continue southward from the Ocean Terrace Club, it may be more appropriate, then, but not now.

D. PUBLIC INPUT

Staff has received several correspondence from members of the public. **Exhibit C** attached reflects the this input and planning staff responses.

E. DUE PUBLIC NOTICE

Pursuant to Sec. 2-2 of the the Daytona Beach Shores Land Development Code and Chapter 163, Florida Statutes, due public notice has been provided by the applicant to the office of the City Clerk.

LEGAL REVIEW:

The proposed ordinance has been reviewed and is approved as to form.

RECOMMENDATION:

Staff has varying opinions regarding the proposed ordinance and will be prepared to answer any questions that the City Council may have.

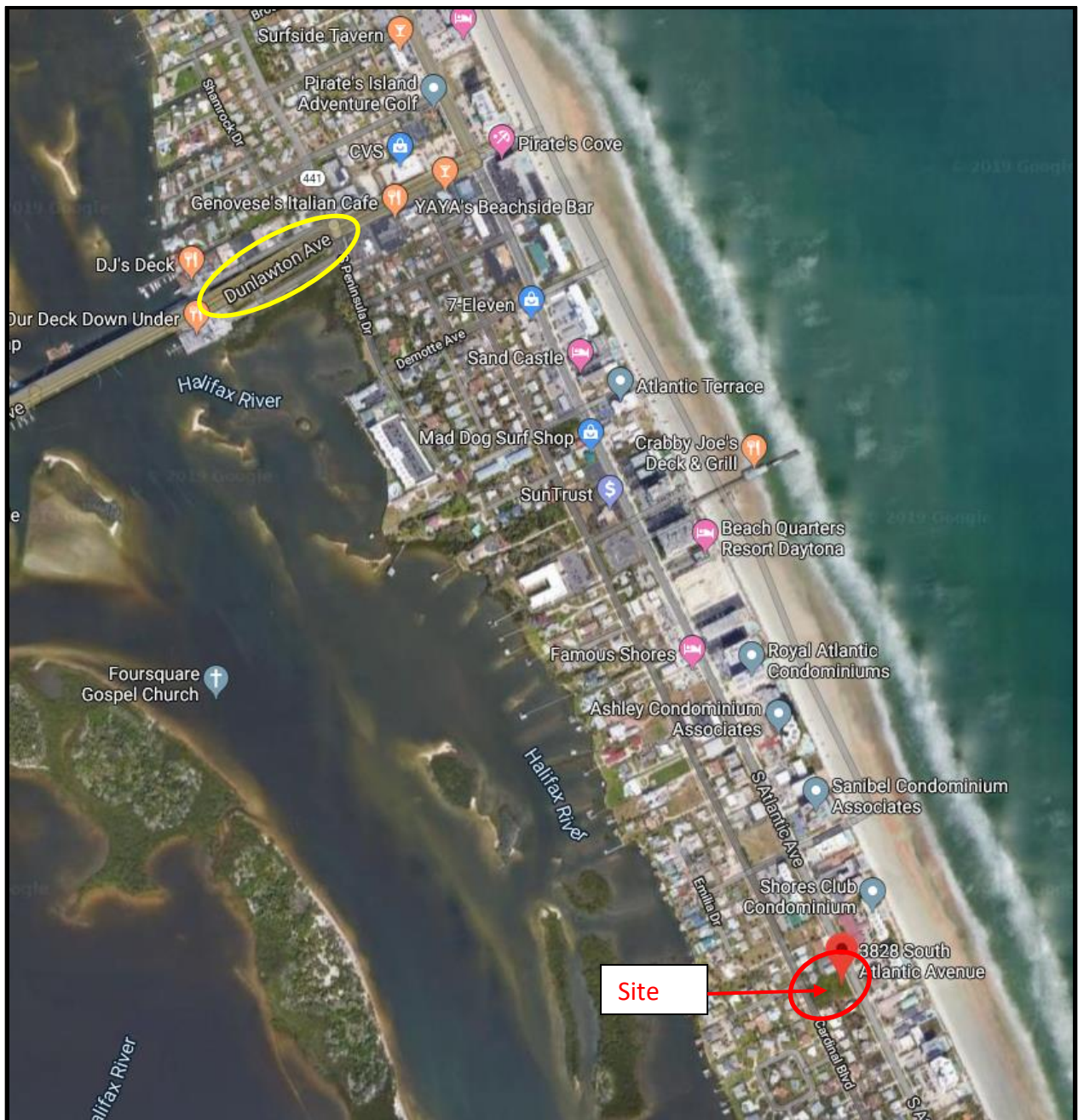
SUGGESTED MOTION:

A City Council member may move as follows:

1. "I move to approve Ordinance 2020-02 as presented"
- OR
2. "I move to approve Ordinance 2020-02 with the following conditions..."
- OR
3. "I move to deny Ordinance 2020-02 on the basis of the following"

- ATTACHMENT:**
1. EXHIBIT A
 2. Exhibit B-Zev Cohen Analysis-CC
 3. Exhibit C-Public Comments1-CC
 4. ORD 2020-02-Atlantic Avenue Estates CPA-CC

EXHIBIT A.1: Aerial Location Map



Source: GoogleMaps 2019

EXHIBIT A.2: Adjacent Future Land Use

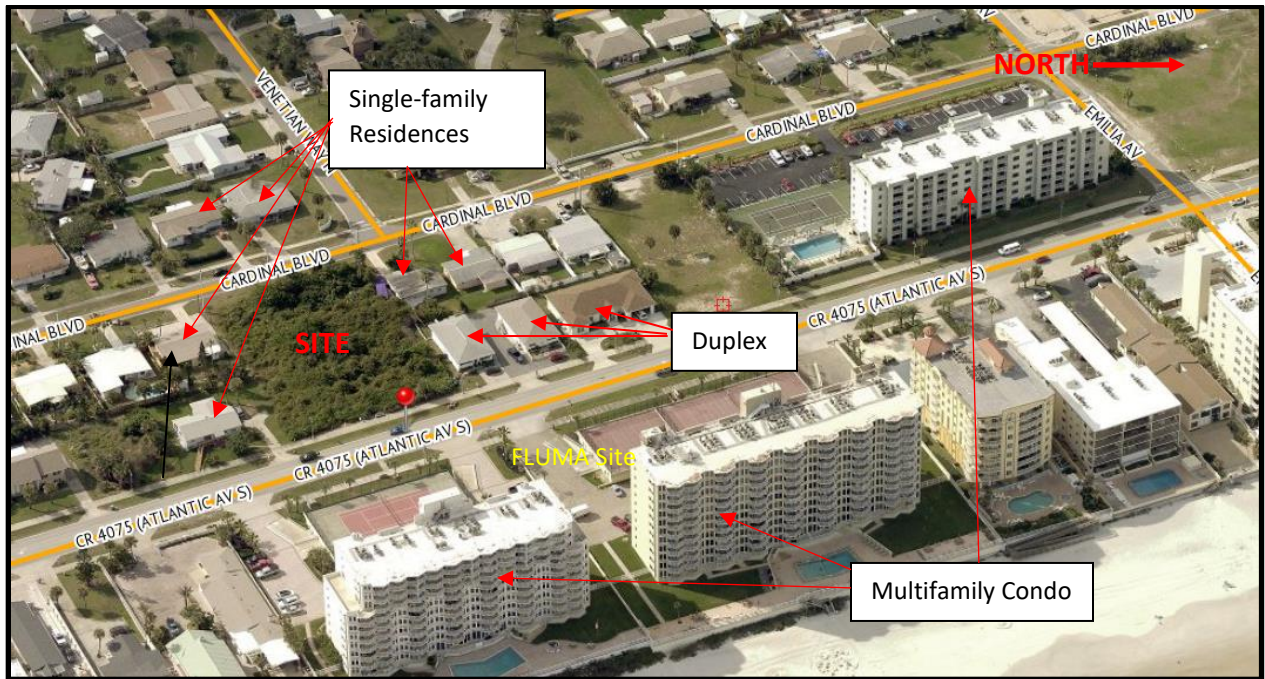
Location	Current Land Use	Future Land Use	
		Existing	Proposed
Subject Property	Vacant Lot	LDR*	MDR**
North	(NE) Volusia County Duplex & (NW) Volusia County Single Family Residence	Volusia County ULI+	
South	(SE) Single Family Residence & (SW) Volusia County Single Family Residence	LDR & Volusia County ULI	
East	Blue Surf Multifamily Residential Condominium	High Intensity	
West	Volusia County Single Family Residences	Volusia County ULI	

Notes: LDR*= Low Density Residential; MDR** = Medium Density Residential capped at 16 units; ULI+ = Volusia County Urban Low Intensity.

Daytona Beach Shores Future Land Use Map: 2030



EXHIBIT A.3: Surrounding Land Uses



Source: CONNECTExplorer, 2019

EXHIBIT A.4: Planning Staff Analysis

I. IMPACTS OF PROPOSED AMENDMENT

The current *Residential Low Density* Future Land Use (FLU) classification allows a maximum density of 12 units per acre. Under the proposed *Medium Density Residential*, the maximum density allowed is 35 units per acre. Given the 0.71 acre size of the property, the proposed amendment would ordinarily allow up to 25 residential units on site, however, the applicant is also proposing a policy limit to restrict the property to no more than 16 units. The applicant has noted that two 8-unit apartments would be constructed on site, if approved.

In accordance with the Daytona Beach Shores Comprehensive Plan Update (2030) and standard practice from the Florida Department of Economic Opportunity (DEO) and other land use agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the current future land use designation versus the designation proposed (**Table 1** below). The following seven public facilities and services were examined and discussed briefly below: (1) Transportation, (2) Sanitary Sewer, (3) Potable Water, (4) Solid Waste, (5) Stormwater Drainage, (6) Recreation, and (7) Public Schools.

Table 1: Impact Analysis (16 unit Max. Restriction)

Development Variable	Current Future Land Use (0-12 units/acre)	Proposed Future Land Use (16 units)	Comparison Impact
Residential Units Allowed	9	16	+7
Population ¹	16	28	+12
Daily Trips/PM Peak Hour Trips ²	86/9	117/9	+31/0
Sanitary Sewer (gallons/day) ³	2,250	4,000	+1,750
Potable Water (gallons/day) ⁴	1,760	3,080	+1,320
Solid Waste (lbs./day) ⁵	160	280	+120
Stormwater Drainage ⁶	n/a	n/a	n/a
Public School Student(s) ⁷	2.5	2	-0.5

Notes:

1. Population: 1.75 persons per single-family dwelling
2. Transportation: Rates are for adjacent street traffic: *Single-family residential unit* = 9.57 Daily trips, 1.01 PM Peak Hour Trips / *Multifamily Low Rise* = 7.32 Daily trips, 0.56 PM Peak Hour Trips
3. Sanitary Sewer: 250 gallons per dwelling unit per day
4. Potable Water: 110 gallons per capita per day
5. Solid Waste: 10 pounds per capita per day
6. Stormwater Drainage: LOS standard = 25 year, 24 hour event. If property is redeveloped, drainage system will be designed to meet the requirements of the Land Development Code.
7. Public School: Generation rates = single family 0.273, multifamily 0.127.

Sources:

2010 US Census; ITE Trip Generation Manual, 9th Edition; Policy 9-1.3 Daytona Beach Shores Comprehensive Plan Update (2030); Volusia County School District 2017 Impact Fee Study.

Transportation:

The subject property is a vacant overgrown single-family lot (**Figure 1**) with vehicular access to the abutting S. Atlantic Avenue (CR 4075) and Cardinal Boulevard. Both roadways have a Federal Functional Classification of “Minor Collector-Urban” and are operating below design capacity. Both roadways connect northbound to S.R. A1A, which is a principal arterial. The City’s vested trips for these roads are negligible. Therefore, when considering the additional vehicular trips for the proposed development (**Table 1**), it is evident the adopted LOS standard will continue to be maintained¹ as the 2018 AADT and LOS are far below the design capacity for the roads in question.

Figure 1: S. Atlantic Avenue View of Site



Sanitary Sewer:

The City’s adopted LOS standard for sanitary sewer is 250 gallons per dwelling unit per day. Using this standard, the proposed land use would theoretically create a demand of 4,000 gallons per day. This potential addition can easily be served by the City of Port Orange Wastewater Treatment Plant as the facility currently has over 4.41 million gallons per day excess capacity (Port Orange 2019 Concurrency Management Report).

Potable Water:

The City’s adopted LOS standard for potable water is 110 gallons per capita per day. Using this standard, the proposed land use would theoretically create a demand of 3,038 gallons of water per day. The City of Port Orange Garnsey Water Treatment Plan has a permitted peak daily flow capacity of over 7.55 million gallons per day (Port Orange 2019 Concurrency Management Report). Therefore, the theoretical increase in demand can easily be served by said facility.

Solid Waste Collection:

The proposed land use changes would allow 16 residential units that would be expected to create a population of 28 persons. Each person is projected to generate solid waste at 10 pounds per day, which

¹ According to the most recent data (2018), the adopted Level-Of-Service (LOS) standard for S. Atlantic Avenue and Cardinal Boulevard is “E.” The respective segments of S. Atlantic Avenue within City limits are currently operating at LOS “D” (43% and 68% of design capacity). All of Cardinal Boulevard within City limits is operating at LOS “C.” (8% and 38% of design capacity).

results in a total solid waste generation of 280 pounds per day. Solid waste generated within the City of Daytona Beach Shores is collected by Waste Pro, which delivers it to the Volusia County landfill. The 3,000-acre landfill is a Class I facility with a projected life span to the year 2050.

Stormwater Drainage:

The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan requires that there be no net loss of stormwater retention function as a result of development. Therefore, if the property is redeveloped the parcel must have the same ability to store and discharge water after development as it does before development occurs. The applicant would be required to address stormwater retention on the property in accordance with these City standards and there should be no impact to the public drainage system.

Recreation and Open Space:

The proposed amendments would theoretically generate an additional 28 residents to the City. The City's most recent population count was 4,247 (2010 US Census). Policy 7-1.2.1 and Policy 9-1.3.1 in the City's Comprehensive plan establish the LOS standards for recreation facilities within the City. Considering the City's population and the City's recreational LOS standards, it is easy to conclude that Daytona Beach Shores currently has adequate capacity for all recreational facilities as required by the City's Adopted Comprehensive Plan and seen in **Table 2** below.

Table 2: Recreation Facilities Analysis

Type of Park/ Recreational Facility	Unit of Measure/LOS Standard	Current LOS (Number of Facilities)	Deficit
Playgrounds	one per 10,000 people	1	None
Neighborhood Park	one per 10,000 people	5	None
Community Park	one per 25,000 people	1	None
Children's Play Areas	one per 10,000 people	1	None
Baseball/Softball Field	one per 15,000 people	1	None
Tennis Courts	one per 2,000 people	5	None
Community Center	one per 20,000 people	1	None
Exercise Trail	one per 14,000 people	1	None
Nature Study Trail	one per 14,000 people	1	None

Public Schools:

Based on the Volusia County School District's student generation rate for multifamily developments, the proposed land use could generate at least two (2) full time students. Therefore, no significant impact on existing public school facilities is expected. However, consistent with the Volusia County

Interlocal Agreement for Public School Facilities, the Volusia County School District will be reviewing the subject application to formally determine the aforementioned and issue a finding of adequate capacity letter, if deemed appropriate. Public schools available to the proposed site would be Longstreet Elementary, Silver Sands Middle, and Spruce Creek High.

II. LAND USE CONSISTENCY AND COMPATIBILITY

Objective 1-1.4 of the Daytona Beach Shores Comprehensive Plan states that land uses which are inconsistent with the character and overall Future Land Use Plan of the City shall be discouraged through the prohibition of objectionable uses such as industries and warehousing. The proposed future land use and proposed zoning for a residential use, with a restriction of 16 total units, are not objectionable or inconsistent with the aforementioned policy.

From a planning perspective, compatibility does not mean the same. In general, compatibility refers to similar land uses that can exist in harmony without creating land use conflicts. The proposed amendment is for residential use, which is the prevailing land use in the area. The FLU of the surrounding area west of S. Atlantic Avenue is primarily residential low density (single-family and duplex) in character with medium density (Ocean's Terrace Club Condo) while the east side of S. Atlantic Avenue is comprised of high-rise multifamily structures and vacation homes. West of Cardinal Boulevard is single-family in nature. The subject property abuts single-family and duplex residences to the north, single-family residences to the south and west and multifamily structures to the east (**Exhibit A.3**)

For comprehensive plan amendments, compatibility may also be determined by intensity. In this case, if approved, the proposed density of the site would be 22 units per acre (current is 12 units per acre). The nearby densities are: east-60 units per acre (upa), north 4 upa, south-12 upa & 4 upa, west-4 upa. As seen, nearby density is primarily 4 upa but ranges up to 60 upa.

Considering the above along with **Table 1** contained in the body of this staff report, it is presumed that the proposed land use, is compatible with the diverse mixture of existing, future land uses and insensity of the surrounding neighborhood.

III. APPLICABLE PLANS, CODES AND REGULATIONS

Future Land Use Element (Daytona Beach Shores Comprehensive Plan):

Policy 1-1.1.5: (a) The City shall maintain at least a Level of Service standard "D" at all times on its roadway network throughout the City. This shall include Dunlawton Boulevard, including the bridge. The maintenance of this Level of Service standard is important to ensure that an efficient flow of traffic can be maintained on these primary roads in the event of a hurricane threat. (b) Maintain the clearance time of the population in the Hurricane Vulnerability Zone at sixteen (16) hours based on a level of service standard "D" during the time of a category 5-storm event as measured on the Saffir-Simpson scale. This policy is consistent with the stated objectives contained in the Coastal Management Element of the Volusia County Comprehensive Plan regarding hurricane evacuation and

Section 163.3178 (9) (b), F.S. and based on the most current East Central Florida Regional Planning Council hurricane study.

Staff finding: The proposed land use amendment will generate negligible additional traffic, therefore: (a) there will be no decrease in the adopted LOS Standards for S. Atlantic Avenue and Cardinal Boulevard; and (b) considering the aforementioned, the hurricane evacuation clearance time shall also remain more or less the same for the subject roads in question.

Policy 1-1.2.2: The City's existing policy of requiring written assurance from any entity providing sewage treatment, potable water, or solid waste disposal shall be maintained throughout the planning period.

Staff finding: Policy will be enforced during the site development plan process.

Objective 1-1.4: Land uses that are inconsistent with the character and overall Future Land Use Plan of the City shall be discouraged. This shall take the form of not allowing any objectionable uses (industrial, warehousing, etc.) in the new Land Development Code that will be adopted subsequent to this Comprehensive Plan.

Staff finding: The proposed amendment will not result in an incompatible land use designation such as industrial, warehousing, etc. The proposed medium density residential land use restricted at 16 units is compatible with the diverse residential mixture in the neighborhood and overall character of the future land use plan.

Capital Improvement Element

Policy 9-1.3: The City shall use the following Level of Service (LOS) standards in reviewing the impacts of new development and redevelopment on public facility provisions:

- (a) **Sanitary Sewers:** 250 gallons per dwelling unit per day
- (b) **Solid Waste:** 10 pounds per capita per day
- (c) **Drainage:** 25-year, 24-hour design storm
- (d) **Potable Water:** 110 gallons/capita/day (gcd) for Port Orange Service Area
150 gcd for Daytona Beach Service Area
- (e) **Roadways:** Arterials: LOS "D" at peak hour
Collectors: LOS "C" at peak hour
- (f) **Recreation:** See Table A.2 above

Staff finding: As noted elsewhere in this staff report, impacts on public facilities will be negligible and can easily be accommodated by the existing systems capacities.

IV. STAFF FINDINGS

The proposed land use amendment is consistent with overall goals, objectives, and Policies of the Daytona Beach Shores Comprehensive Plan (2030).

ATLANTIC AVENUE ESTATES FLUM & ZONING ANALYSIS

Requested Action:

The applicant is requesting an amendment to the City of Daytona Beach Shores Future Land Use Map for this vacant 0.71± acre property located on the west side of South Atlantic Avenue, approximately 670 feet south of the Amelia Avenue intersection with Atlantic Avenue. The property has 150' of frontage on both South Atlantic Avenue and Cardinal Boulevard. The Property is current designated "Low Density Residential" and is zoned RMF-3. The applicant is requesting a "Medium Density Residential" Future Land Use designation which allow up to 35 units per acre. However the applicant is proposing a text amendment to the Future Land Element that will restrict the permitted density on the subject property to no more than 16 units. The applicant is proposing to rezone the property to RMF-2.

Proposed Development:

The applicant plans to develop two 8-unit 2-story multifamily buildings in 2 phases. One building will face South Atlantic Avenue the other building will face Cardinal Boulevard. Each building will have its own parking.

Comprehensive Plan Amendment Analysis

The following provides a discussion of land use compatibility and a summary of the potential impacts on infrastructure resulting from the change in land use. There is also a discussion on how the proposed amendment is consistent with the requirements of the City of Daytona Beach Shores Comprehensive Plan.

1. Surrounding Land Uses

The area shown below depicts the existing development nearby (within 500' of the center of the property) the subject property. The area is a mixture of single family homes, duplexes and large multi-family residential land uses. Table 1 summarizes the land uses in the area. It is apparent from the table and aerial map that amending the Future Land Use Map will not introduce an incompatible use that will have a negative impact on surrounding uses, given the existing mix of residential land uses.

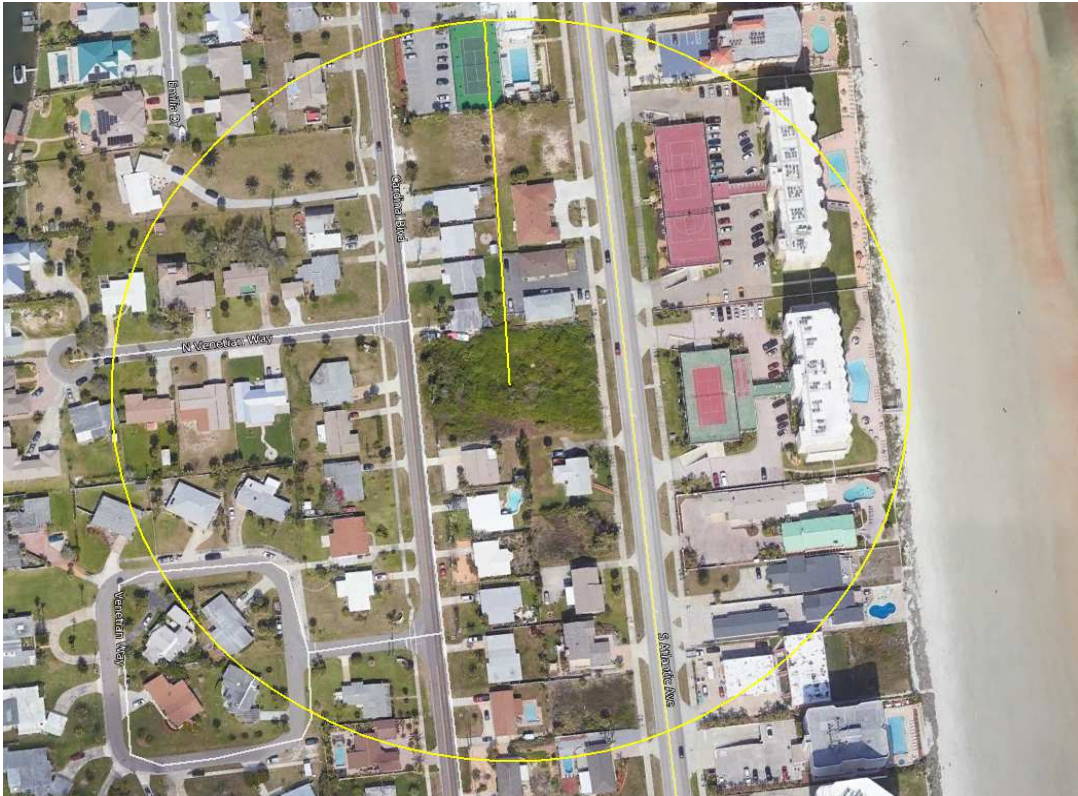


Table 1. Nearby Land Uses

Location	Future Land Use Designation	Existing Use
South	Low Density Residential, High Intensity Use & VC Urban Low Intensity	Single-Family & Multi-family Residential
East	High Intensity Use	Multi-family Residential
North	VC Urban Low Intensity & DBS Medium Density Residential	Duplexes & Multi-family Residential
West	VC Urban Low Intensity	Single-Family Residential

2. Public Facility Impacts

Potential Development Impact on Infrastructure: The following summarizes the difference in the demand for services between the current land use and the proposed amendment. The current land use designation is Low Density Residential (LDR). The LDR allows up to 12 units per gross acre. Based on the current land use and property size, the projected maximum development on the subject site could be eight (8) dwelling units. The proposed land use designation is Medium Density Residential (MDR). The MDR allows a gross density in a range of 12.1 and 35 units per acre. Based the property size, the projected maximum density is 24 dwelling units. However the applicant is proposing to restrict the density to no more than 16 units.

Demand coefficients are based on the Daytona Beach Shores concurrency management regulations. Please be aware that this analysis does not vest the project and that a further review for concurrency is required by the City prior to issuance of the development order for the project.

Table 2. Facility Demand Comparison

Public Facility/Service	Current Land Use/Zoning Demand	Proposed Future Land Use/Zoning Designation Demand
Potable Water*	2,222 gpd	4,444 gpd
Sanitary Sewer	2,000 gpd	4,000 gpd
Stormwater	Attenuation and treatment for 24-hour, 25 year event	
Solid Waste Collection	80 lbs./day	160 lbs./day

*Potable water is overly estimated in order to be consistent with projected sanitary sewer demand.

Table 2 shows the demand for services needed to accommodate the proposed change in land use. Per the Daytona Beach Shores Comprehensive Plan there must be adequate capacity available to serve the project at time of construction. Table 3 provides a summary of the capacity and capabilities of the City of Daytona Beach Shores to provide the required services to the property based on the amended Future Land Use Map.

Table 3. Facility Capacity Analysis

Public Facility/Service	Capacity
Potable Water	Net impact is an increase of 2,222 gallons per day. There is adequate capacity with both water supply and treatment for the proposed amendment.
Sanitary Sewer	Net impact is an increase of 2,000 gallons per day. There is adequate capacity for treatment and disposal of sewage.
Stormwater	Development of the site requires more intensive treatment of stormwater on-site prior to discharge into the existing system. Pre- and post-development flow and rate will be maintained. Stormwater treatment shall comply with federal, state and local requirements.
Solid Waste Collection	This reflects a net increase of 80 pounds per day and there is capacity at the Volusia County landfill.

The demand for potable water and sanitary sewer increases with the proposed amendment and there is adequate supply, treatment and distribution available to serve the proposed increase in intensity. Please note that the estimates are based on concurrency standards from the City of Daytona Beach Shores Comprehensive Plan and Land Development Code, which may overestimate the demand. The actual demand will be a function of the final design and occupancy, which is expected to be considerably less than the demand estimates in this memo. The stormwater standards will require approval from St. Johns River Water Management District (SJRWMD), as well as the City of Daytona Beach Shores. The permitting by SJRWMD and the City of Daytona Beach Shores will ensure that the amount and rate of flow of stormwater from the site is maintained at the pre-development levels and the stormwater quality is improved so as to limit potential for pollution of nearby bodies of water.

Traffic Impacts

A Traffic Impact Analysis (TIA) is not required for the proposed rezoning since the projected traffic will not trip the thresholds established by the City and the River to Sea Transportation Planning Organization (R2CTPO). ZCA completed a preliminary analysis of the transportation impact in order to compare the potential impacts resulting from the proposed Future Land Use Map amendment and rezoning. The analysis shows that under the current land use it is estimated to generate 77 daily two-way trips and 8 PM peak hour trips at build out. The proposed use is projected to 118 daily two-way trips and 9 PM peak hour trips. The net increase of trips at build out will be 41 daily two-way trips and 1 PM peak hour trips that will be distributed on the road network. This means that the transportation demand, specifically the amount of traffic traveling to and from the site, will increase. The following table reflects that the proposed amendment will not have any significant impact on the arterial roads serving the subject area since there is more than adequate capacity. Please note that the City will conduct a formal concurrency review prior to the issuance of the final site development permit.

Table 4. Traffic Impact Analysis

Use	ITE Code	Units	Daily Trip Rate	PM Peak Hour Rate Volume	Estimates Daily Trips	Estimated PM Peak Hour Trips
Single Family Home	210	8 SFDU's	9.57	1.01	77	8
Multi-family Low Rise	220	16 DU's	7.32	.56	118	9

Table 5. Transportation Network Summary

Road	From	To	2018 ADT	LOS Volume	Excess Capacity?
South Atlantic Avenue	Phyllis Avenue	Marcelle Avenue	9,970	14,740	Yes
Cardinal Boulevard	Demotte Avenue	Marcelle Avenue	5,190	13,640	Yes

Consistency with Adopted Comprehensive Plan

The Daytona Beach Shores Comprehensive Plan contains several elements that address a variety of issues. The revision of the future land use map typically involves the Future Land Use, Transportation, Utilities and Capital Improvements Elements. Other elements, such as Coastal Management, Conservation and Parks and Recreation, are not impacted by the proposed amendment.

Overall, the addition of a medium density residential development provides for a cohesive land use pattern. The proposed land use change & rezoning will facilitate the development of a vacant lot that is surrounded by existing residential and tourist land uses. The in-fill development will help in reducing the amount of vacant properties within Daytona Beach Shores. The final site plan will incorporate all any needed expansions of City facilities to meet the demand associated with the proposed development. The following lists specific goals, objectives or policies that show that the proposed Future Land Use

Map Amendment and Official Zoning Map Amendment are consistent with the adopted Comprehensive Plan:

Chapter 1. Future Land Use Element

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

Objective 1-1.1: Future growth will be managed through the preparation, adoption and implementation of a land development code that is compatible with the land use proposals set forth in this Element and coordinated with the availability of municipal facilities and services. Future land development in the City shall discourage urban sprawl through the designation of appropriate densities (see Policy 2 under this Objective) that will retain the compact development already in place. All future development in the City shall be required to maintain at least a 50-foot setback from the existing Coastal Construction Control Line (CCCL). With this, as well as adherence to the regulations being promulgated by the Department of Environmental Protection in the establishment of the new CCCL, new development shall be protected from any storm surge that occurs as a result of tropical storms that impact the area. This objective shall be measured through the implementation of the following policies.

Policy 1-1.1.2: Maintain and enforce land development regulations consistent with the following standards:

1. Residential

- a. Low Intensity: up to 4 units per gross acre
- b. Low Density: up to 12.0 units per gross acre
- c. Low Density-Riverside: between 12.1 and 15 units per gross acre. Properties shall be developed as a planned unit development (PUD) and meet the following designation criteria: (i) land shall abut the Halifax River, (ii) land shall have a minimum parcel size of three (3) acres, (iii) land must be served by public infrastructure including but not limited to potable water and wastewater lines, and (iv) land shall have direct access to a major thoroughfare.
- d. Medium Density: between 12.1 and 35.0 units per gross acre
- e. High Density: between 35.1 and 60 units per gross acre (site specific density to be controlled by Land Development Code)

Policy 1-1.1.3: Maintain and enforce land development regulations consistent with the location and extent of land uses as discussed within the Element and indicated on the Future Land Use Map. To this end, the map that accompanies the new Land Development Regulations shall reflect the Future Land Use Plan Map 2020, in terms of ensuring that zoning districts shall be consistent with the map. All new development and redevelopment activities shall be required to be consistent with the zoning district classifications.

Chapter 5. Coastal Management Element

Policy 5-1.5.5: The City shall require that all infrastructure is available to serve development or redevelopment in its coastal area at the densities proposed in the Future

Land Use Element, consistent with coastal resource protection and safe evacuation, by assuring funding for infrastructure that will be phased to coincide with the demands generated by development or redevelopment. The City recognizes that its entire land area falls within the Hurricane Vulnerability Zone. Therefore, it has a policy that it has already adopted through its building code that requires all new development to be built to withstand hurricane force winds. This policy shall remain in effect throughout the planning period.

Consistency with the Florida Administrative Code

The 2011 the Florida Community Planning Act repealed Rule 9J-5 F.A.C.

Consistency with the Volusia County Growth Management Consistency Rules

The proposed amendment is consistent with the requirements and will be submitted in accordance with the rules established by the VGMC for determination of consistency for small-scale amendments.

Zoning Review Criteria

The City of Daytona Beach Shores Land Development Code includes provisions in Chapter 82, Article V, Division 5, Sections 83-372 and 374 that require the Board of Planning and Appeals and City Commission to consider the following criteria in its review of each application. The following summarizes the criteria and applicant's response in support of the proposed change to the Official Zoning Map.

The following are the criteria established in the City of Daytona Beach Shores LDC pertaining to amendment to the Official Zoning Map. These are the standards to be used by the Planning and Zoning Board in the review of applications to amend the Official Zoning Map.

1. The proposed zoning will have a favorable or unfavorable impact on the environment and natural resources of the area affected.

The subject property is a .71 acre vacant lot that is surrounded by developed property. A review of geographical information system (GIS) data from Volusia County and St. Johns River Water Management District reveals no indicators of significant natural resources that require preservation or conservation of the land. There should be no impacts to the environmental and natural resources in the area.

2. The proposed zoning will have a favorable or unfavorable impact on the economy of the area affected.

The subject property is vacant and is not being used for its highest and best use. The rezoning to RMF-2 will allow for the development of a medium density residential development that is compatible with the surrounding uses. This will increase the taxable value of the property.

3. The proposed zoning will efficiently use or unduly burden water, sewer, solid waste disposal or other necessary public facilities, including schools.

The proposed rezoning will allow development of the property with 16 units that will have minimal impact to the infrastructure and facilities of the City.

4. The proposed zoning will efficiently use or unduly burden transportation facilities.

The development of the property with 16 units will have minimal impact on the road network in the area and will not result in the traffic to exceed the adopted levels of service.

5. The proposed zoning will favorably or adversely affect the ability of people to find adequate housing reasonably accessible to their places of employment.

The development of the property with 16 units will provide additional housing that is primarily in-fill development that is in close proximity to non-residential areas that provide for employment opportunities.

6. The proposed zoning is basically consistent with the comprehensive land use plan.

The rezoning of the property is consistent with the proposed amendment to the Future Land Use Map and the overall goals, objectives and policies contained in the adopted Comprehensive Plan.

7. Have conditions relative to the property in question and the surrounding area so changed as to require zoning classification boundaries be amended to reflect new conditions?

Properties adjacent to Atlantic Ave are no longer a desirable location for low density residential growth.

8. Was there a mistake in the original zoning of the property so that such zoning does not properly reflect the actual or developing conditions of the area?

No mistakes were made with the original zoning of the property.

9. Will the proposed change promulgate or encourage a physical benefit or have a stabilizing effect on the surrounding areas?

Future Land Use Map Amendment and rezoning will provide the opportunity to develop the vacant land for a residential development that is compatible and consistent with the character of the area. This will have a stabilizing effect on the surrounding area and support commercial activity.

10. Would the proposed changes constitute "spot zoning"?

No the proposed change will not constitute spot zoning since there are multiple zoning classifications assigned to all of the adjoining properties.

11. Is the proposed change a singling out of a small parcel of land, allowing a use totally different from that of the surrounding area, and would such use violate the integrity of the zoning classification?

The proposed rezoning will not allow for a "totally different" use and will not violate the integrity of the zoning classification. The proposed zoning is consistent with the surrounding residential development and provides for a reasonable use that is located immediately across from the multi-family tourist use developed on the east side of South Atlantic Avenue

12. Is the change solely for the benefit of the owner and to the detriment of the community?

While the property owner certainly hopes to benefit from the use of his property, it will not be at the expense of the community. The development of this vacant site as medium density residential will add to the tax base and provide increased customer base to support commercial activity in the City.

13. Will the proposed change especially suit the applicant's own special purpose rather than serve the community?

No, the proposed rezoning will not suit the applicant's special purpose and the proposed land use and zoning is consistent and compatible with the surrounding developed area. This is an in-fill project that will help the City in fostering redevelopment on the west side of A1A.

14. Would the requested change materially diminish the value of surrounding properties or substantially alter the characteristics of the neighborhood?

The proposed development is consistent and compatible with the residential development in the area. It will not diminish the value of surrounding properties and it will not substantially alter the characteristics of the neighborhood

Summary

- The proposed amendment to the City's Future Land Use Map is consistent with the adopted Comprehensive Plan and is compatible with the surrounding land uses.
- The rezoning to RMF-2 is consistent with the proposed amendment to the Future Land Use Map and provides for a compatible use of the property.
- The analysis shows that the theoretical increases in the demand for urban services can be adequately addressed and there is no need for expansion of these facilities in order to serve the

proposed development of the site. A detailed concurrency evaluation will be performed prior to the City of Daytona Beach Shores issuing a development permit.

- The proposed rezoning is generally consistent with the goals, objectives and policies contained in the adopted City of Daytona Beach Shores Comprehensive Plan.
- The proposed rezoning to RMF-2 complies with the requirements contained in *City of Daytona Beach Shores Code of Ordinance, Appendix G, Land Development Code, Chapter 14, Article IX-Planning and Zoning Board, Section 14-66, Supplementing or Amending the Zoning Ordinance*.

Exhibits

Aerial Location

Existing Future Land Use Map

Proposed Future Land Use Map

Existing Zoning

Proposed Zoning

Photos of Site

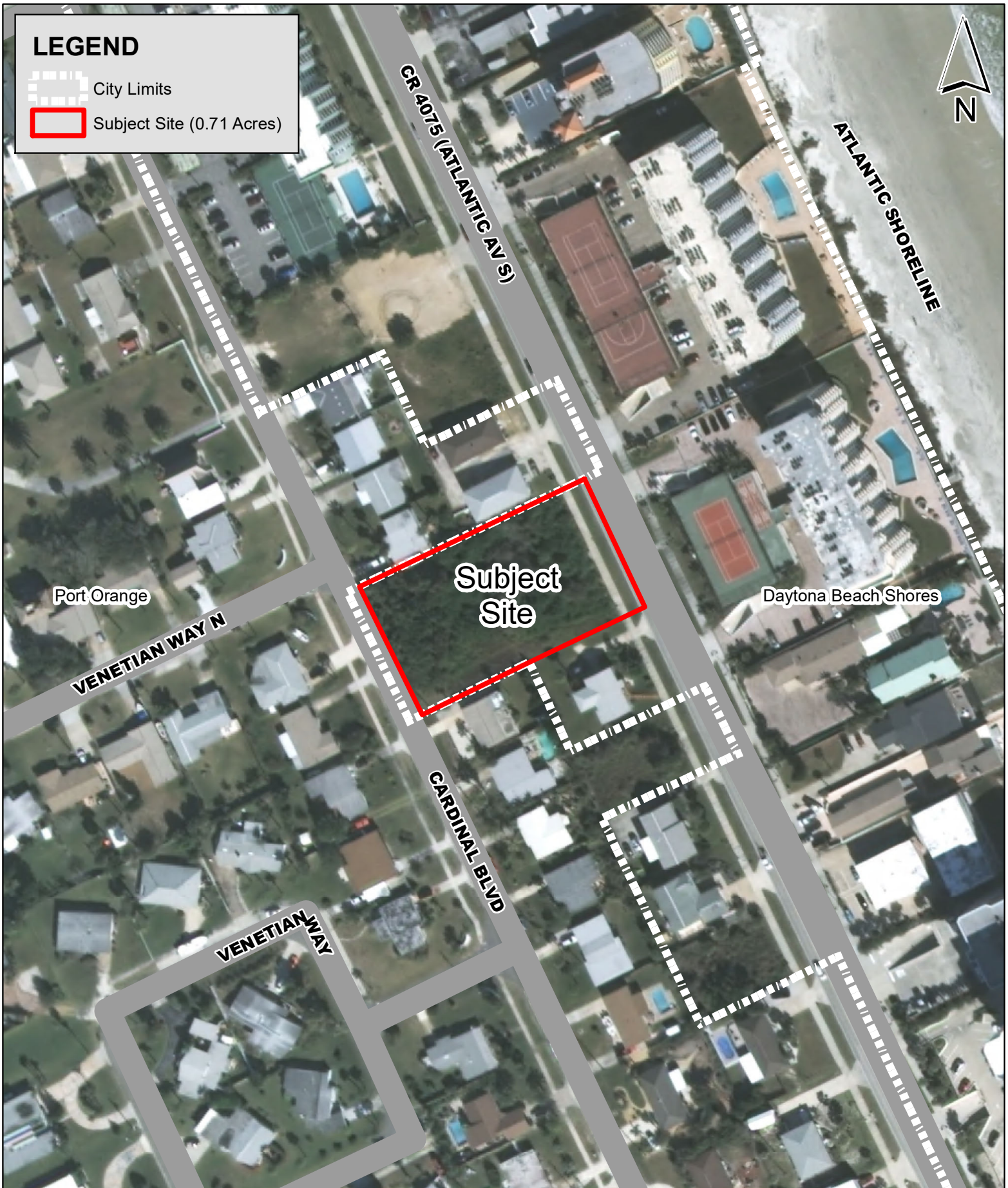
LEGEND



City Limits



Subject Site (0.71 Acres)



Date Saved: 9/27/2019

Created by: eobrien
Path: Z:\PROJECTS\2015\15200\Aerial Map(2).mxd

100 50 0 100 Feet

Aerial Map
Atlantic Avenue Estates LLC
S. Atlantic Avenue



300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

LEGEND



City Limits



Subject Site (0.71 Acres)

FLU - Daytona Beach Shores



High Intensity Use



Low Density Residential



Medium Density Residential

FLU - Volusia County



Urban Low Intensity



CR 4075 (ATLANTIC AV S)

ATLANTIC SHORELINE

Port Orange

Daytona Beach Shores

VENETIAN WAY N

CARDINAL BLVD

VENETIAN WAY

***Low Density
Residential***

Date Saved: 9/27/2019

Created by: eobrien
Path: Z:\PROJECTS\2015\15200\Existing FLU Map.mxd

100 50 0 100 Feet

FLU Map - Existing
Atlantic Avenue Estates LLC
S. Atlantic Avenue



300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

LEGEND



City Limits



Subject Site (0.71 Acres)

FLU - Daytona Beach Shores



High Intensity Use



Low Density Residential



Medium Density Residential

FLU - Volusia County



Urban Low Intensity



CR 4075 (ATLANTIC AV S)

ATLANTIC SHORELINE

Port Orange

Daytona Beach Shores

VENETIAN WAY N

CARDINAL BLVD

VENETIAN WAY

**Medium Density
Residential**

Date Saved: 9/27/2019

Created by: eobrien
Path: Z:\PROJECTS\2015\15200\Proposed FLU Map.mxd

100 50 0 100 Feet

FLU Map - Proposed
Atlantic Avenue Estates LLC
S. Atlantic Avenue



300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

LEGEND



City Limits



Subject Site (0.71 Acres)

Zoning - Daytona Beach Shores



Hotel/Motel - Multifamily Residential (High Density)



Urban Single-Family Residential



Multifamily Residential (Low Density)



Multifamily Residential (Medium Density)

Zoning - Volusia County



Urban Single-Family Residential



ATLANTIC SHORELINE

Port Orange

VENETIAN WAY N

*Multifamily Residential
Low Density*

Daytona Beach Shores

CARDINAL BLVD

VENETIAN WAY

CR 4075 (ATLANTIC AV S)

Date Saved: 10/17/2019

Created by: eobrien
Path: Z:\PROJECTS\2015\15200\Existing Zoning Map.mxd

100 50 0 100 Feet

Zoning - Existing
Atlantic Avenue Estates LLC
S. Atlantic Avenue



300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

LEGEND



City Limits

Subject Site (0.71 Acres)

Zoning - Daytona Beach Shores



Multifamily Residential (Medium Density)



Urban Single-Family Residential

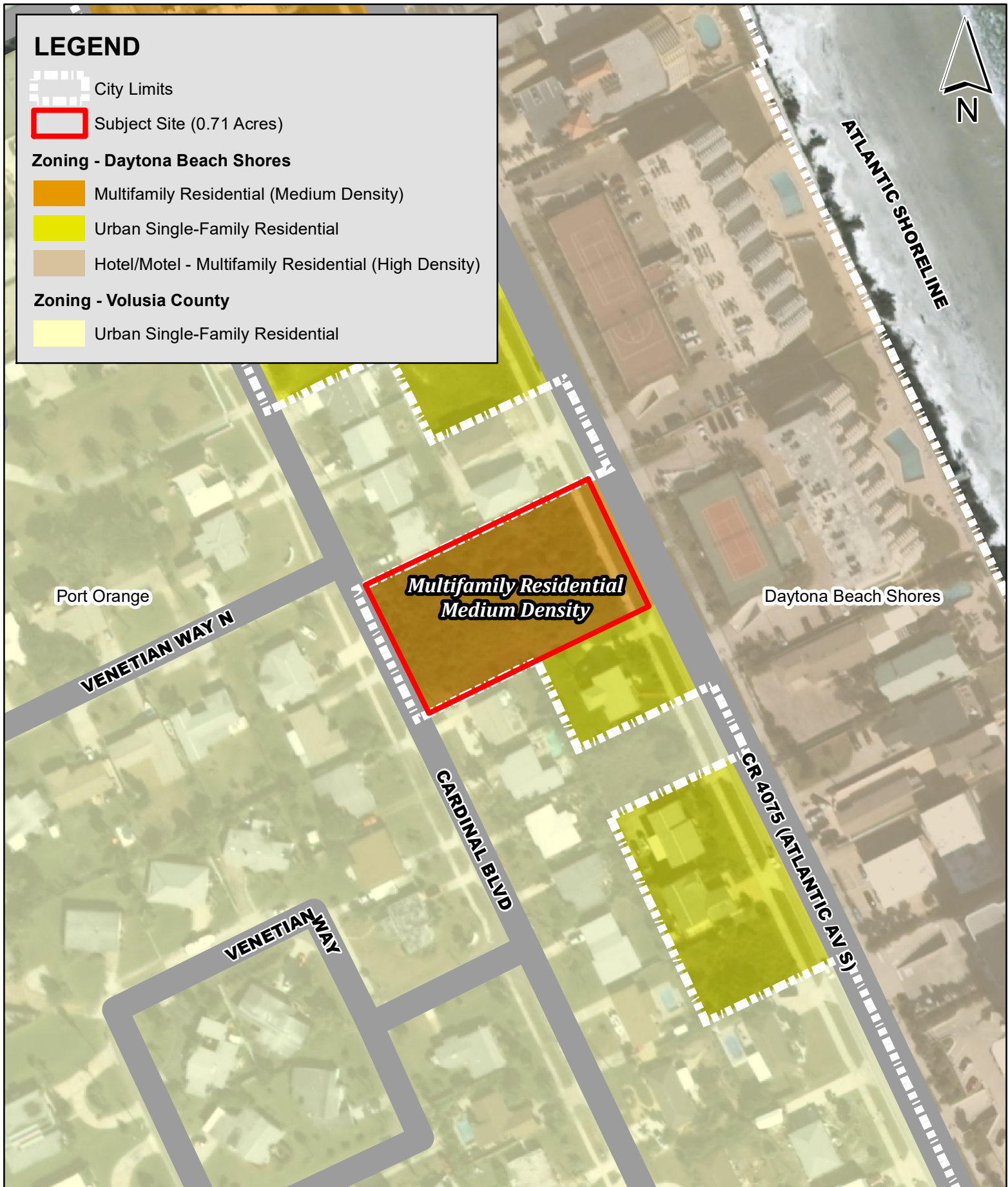


Hotel/Motel - Multifamily Residential (High Density)

Zoning - Volusia County



Urban Single-Family Residential



Date Saved: 10/17/2019

Created by: eobrien
Path: Z:\PROJECTS\2015\15200\Proposed Zoning Map.mxd

100 50 0 100 Feet

Zoning - Proposed
Atlantic Avenue Estates LLC
S. Atlantic Avenue



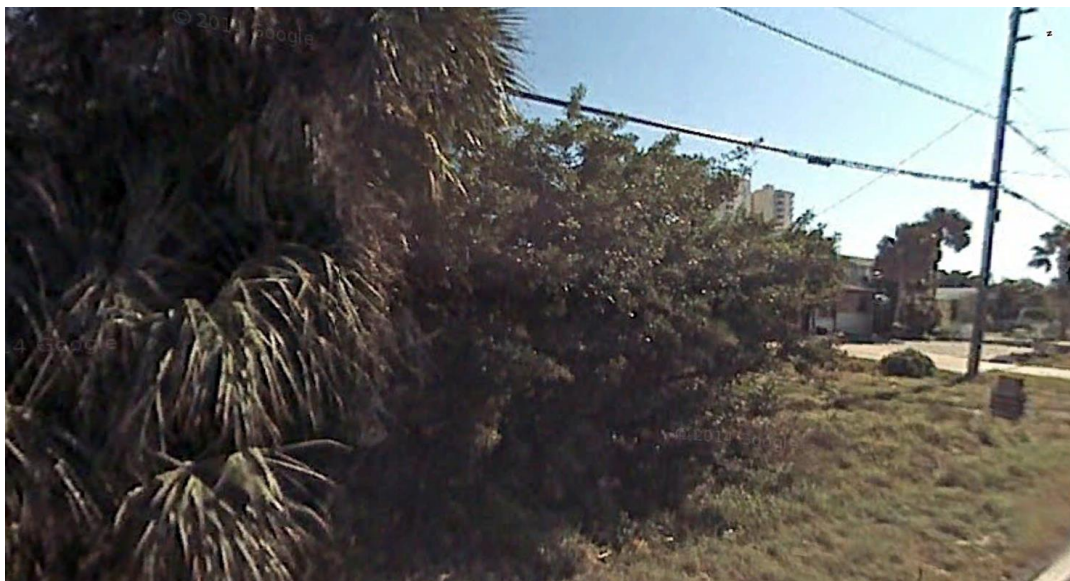
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



South Atlantic Avenue looking towards southwest



South Atlantic Avenue looking towards northwest



Cardinal Boulevard looking towards southeast



Cardinal Boulevard looking towards southwest

Cruz, Stewart

From: Cruz, Stewart
Sent: Tuesday, December 10, 2019 4:08 PM
To: Andy Anderson
Cc: Hiatt, Fred; Michael Booker
Subject: RE: Recommendation for Rezoning of Cardinal/Atlantic Property
Attachments: P&Z Staff Report.pdf; Exhibit B-Atlantic Avenue Estates-Application.pdf; P&Z Exhibits.pdf; EXHIBIT A.pdf

Dear Mr. Anderson,

Thank you for your inquiry. Please feel free to voice your concerns at any future public hearing you may attend. Please also find below in underline format responses to your inquiries. If you have further questions or would like to discuss in person please do not hesitate to contact me. Thank you.

Stewart Cruz, AICP
City Planner
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Tel. # 386.763.5361
Fax. # 386.763.5370

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Daytona Beach Shores officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. The views expressed in this message may not necessarily reflect those of the City of Daytona Beach Shores. If you received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.

From: Andy Anderson <andy@rere.com>
Sent: Monday, December 9, 2019 1:38 PM
To: Cruz, Stewart <scruz@cityofdbbs.org>
Subject: Recommendation for Rezoning of Cardinal/Atlantic Property

Dear Mr Cruz,

I attended the public hearing this morning regarding the rezoning of a property from low intensity to medium intensity. I am outraged that you as a staff member and the Board working in the best interests of the City of Daytona Beach Shores can reasonably decide that his rezoning can, to paraphrase the City slogan, make "Life Better Here"!

I would appreciate an email containing the information and recommendations that were proposed at this hearing. See attached.

My family and I have lived on Venetian Way since 2000. The subject property is five lots to the north of my access onto Cardinal. I was not aware of the progress on rezoning this lot. I am a Volusia County resident. This will directly affect my life and property.

I need clarification of some observations I believe were stated in your presentation;

There was a map of the area in which the subject property was in yellow and the surrounding area was in white showing that it is County control. How can the City of Daytona Beach Shores make a decision that has a larger effect on these surrounding county residents than it does any Daytona Beach Shores residents? Local governments in the state of Florida are authorized pursuant to Chapter 163 of the Florida Statutes to make decisions regarding land use changes

within its jurisdictions. However, Future Land Use (Comprehensive Plan) Amendments will also be evaluated by various state agencies and the Volusia Growth Management Commission (VGMC) for impacts on a large resource, community and infrastructure system basis. Under Florida Law and County Charter, the aforementioned amendment does not become effective/legal until such time that the state agencies and VGMC approval is obtained. This does not make Life Better in this neighborhood! The only people benefiting from this rezoning is the Developer and his Agent and Daytona Beach Shores tax coffers.

In your presentation, staff conclusion was that changes are "not consistent but compatible" to the surrounding area? Will you explain how changing the zoning to medium density on a property that is surrounded with low density can be "compatible". I agree that it is not consistent. Consistency generally means matching (exactness) land use whereas compatible refers to the ability in which dissimilar land uses can co-exist. Therefore, based on the residential land use categories that the City has, low density and medium density would be considered compatible whereas low density and high density would not. Because the number of units on this site would be restricted to 16 (vs the 25 which the change would ordinarily permit), and because of the mixture of residential uses in the immediate vicinity (condo, vacation rental, single family and duplexes) staff determined the proposed change with the restriction to 16 units was compatible. Of course, the City Council may wholeheartedly disagree.

There was also discussion between you and the Board regarding the fact that the developer is limiting the number of units to 16 when it will be approved for 25. "Things change over time" was expressed, and a Board member stated to the affect of "we certainly hope that this is built quickly". Will there be verbiage added in the amendment limiting the increase to 16 units IF this amendment is changed. If approved, yes. Expecting the Developer to limit himself is delusional.

The observation by one of those speaking in opposition that there will be significant negative visual impact to the neighborhood is valid. I drive Cardinal Cardinal everyday, the trash on the side of the road by apartments in the area is undeniable. If these apartments are in Shores please let me know and we will have Code Enforcement deal with the issue right away.

I look forward to your response and will speak with you in the future. I can either pick up materials from the Shores office or receive digitally

Sincerely,

Brian Anderson

114 Venetian Way

386-566-2760

Andy@ReRe.com

Cruz, Stewart

From: Fernando Castellanos <fcastellanos@diocesan.com>
Sent: Monday, December 9, 2019 3:15 PM
To: Cruz, Stewart
Subject: RE: 3824 and 3832 Atlantic Complaints

Dear Stewart, thank you for your quick response, I am surprise you answer my e-mail I thought I was writing to a computer I am so glad you answer me.
Thank you and God Bless

Fernando Castellanos

Sales Representative

FCastellanos@Diocesan.com

407.955.2815

DIOCESAN
Catholic Life

Do your parishioners have a favorite parish?

FIND OUT >>

From: Fernando Castellanos [<mailto:fcastellanos@diocesan.com>]
Sent: Monday, December 9, 2019 11:45 AM
To: 'scruz@cityofdb.org'
Subject: 3824 and 3832 Atlantic Complaints

To whom it may concern.

This is a beautiful area to live and if we keep building apartments for rent we are going to ruin this city and make it like Daytona with a lots of business.

There are apartments in the back of my house and I just place a nice pvc fence for \$4,500 and they broke my fence before the week was over I asked them they said they didn't do it and that her roommate that owns the other car was in jail so yes this is the people we are talking about.
NO TO APPARTMENTS FOR RENT FOR THIS AREA.

We love this area don't ruin it. Built Houses not apartments.

Thank you and God Bless you

Attention / Urgent!! ...

This letter was sent to just 3824 and 3832 S. Atlantic. We are hereby copying - in all the other surrounding neighbors to ask for your input and concerns over the city changing this from a single-family lot(s) to "multi-family" lots and proceeding to build a couple of 3-story rental apartments on each. The time to voice your/our complaints is now! Any complaint has to be about: Health, Safety, or Infrastructure in order to be considered. Please take a moment to think about this and write down your concern(s) or forever hold your peace. Thank you!

- The Spence's,
3832 S. Atlantic

P.S. - Please copy us in on your correspondence to the city planner. Thanks!

NOTICE TO ABUTTING PROPERTY OWNERS

November 6, 2019

The builder:

Zev Cohen & Associates, Inc.
300 Interchange Blvd., Suite C
Ormond Beach, Florida 32174

Dear Property Owner:

The owners of the vacant property between 3824 S. Atlantic Avenue and 3832 S. Atlantic Avenue, which abuts your property, have submitted applications to the City of Daytona Beach Shores to change the future land use classification and the zoning district on the property. The following table shows the requested future land use classification and zoning district.

Parcel ID	Proposed Future Land Use	Proposed Zoning
630205070150	<i>from low density</i> Medium Density Residential	RMF-2 (Residential Multi-Family)

The City of Daytona Beach Shores Planning and Zoning Board and City Council will hold Public Hearings on this application as follows:

Planning and Zoning Board: December 9, 2019 at 8:30am.
City Council (1st Reading): January 14, 2020 at 6:00pm.
City Council (2nd Reading/Adoption): February 25, 2020 at 6:00pm.

The public hearings will be held in the City Council Chambers in the Daytona Beach Shores Community Center located at 3000 Bellemead Drive, Daytona Beach Shores, Florida.

All interested parties may appear at the public hearings and will be given an opportunity to be heard. If it will be necessary to reschedule this public meeting to a later date, it will be your responsibility to obtain the time, date and place of the rescheduled meeting.

Information on the future land use and zoning applications are available for public inspection at the City of Daytona Beach Shores, Building & Codes Division, 2990 South Atlantic Avenue. If you have any questions, please contact Stewart Cruz at (386) 763-5361.

1. Comprehensive Plan Future Land Use Map Amendment Schedule:

- P & Z Board: 8:30 AM, Monday, December 9th
- City Council: 6:00 PM, Tuesday, January 14, 2020 (1st Reading)
- City Council: 6:00 PM, Tuesday, February 25 (2nd Reading)

2. Rezoning Map Amendment Schedule:

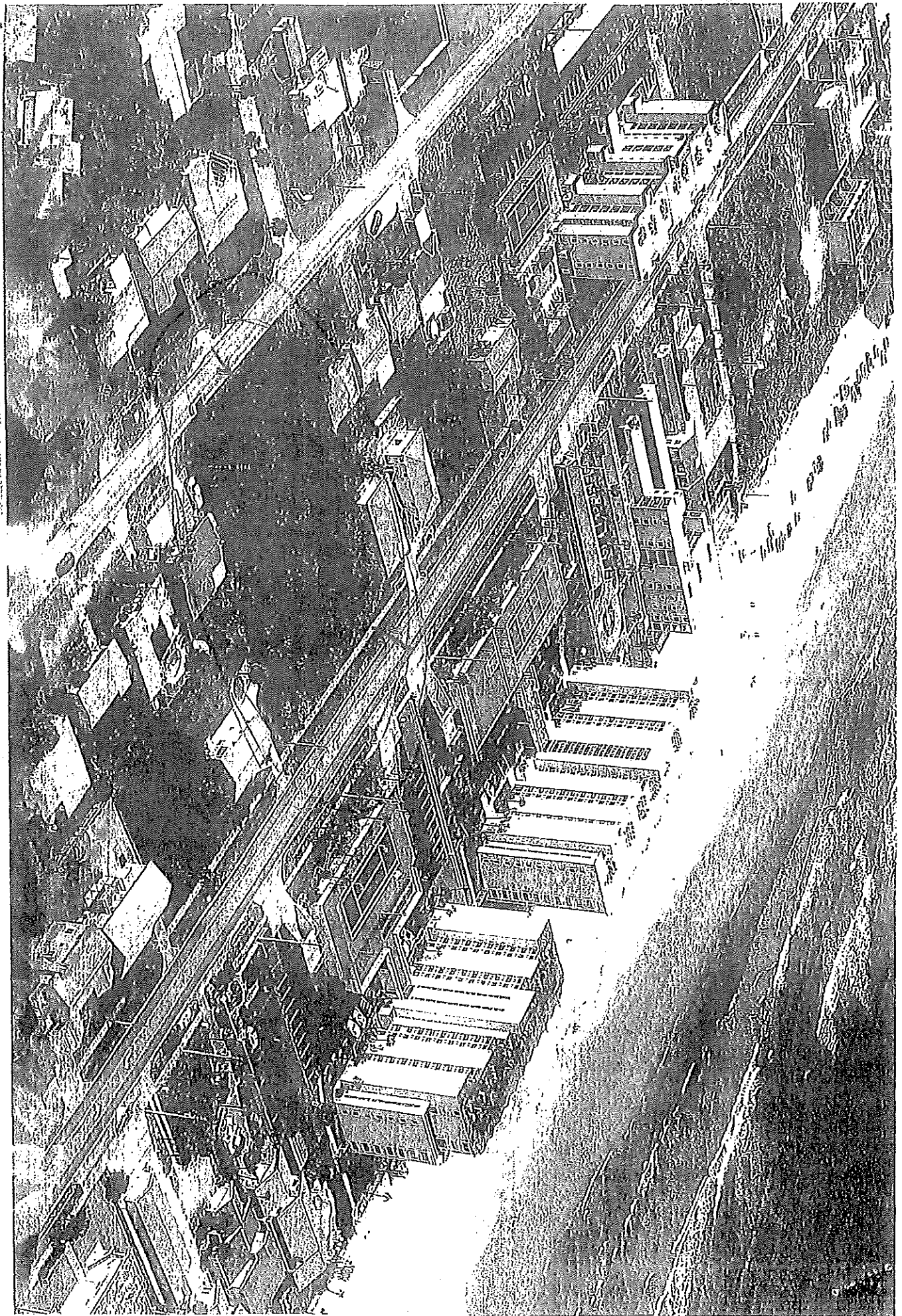
- P & Z Board: 8:30 AM, Monday, January 13
- City Council: 6:00 PM, Tuesday, January 28 (1st Reading)
- City Council: 6:00 PM, Tuesday, February 25 (2nd Reading/Adoption)

Stewart Cruz
City of PAB Shores
City Planner
2990 S Atlantic Ave.
DAB Shores FL 32118

W 386-763-5377

FAX 386 763-5370

email scruz@cityofpabshores.org



Questions: (Please add to this list and send to Stewart (Cruz, City Planner) before Monday, December 9th at 8:30 am / Thank you!)

- How many structures will there be?
- Will it (they) be three stories high?
- Will there be separate or integrated garages?
- How many access streets will go into and out of the tract?
- Can neighborhood residents be shown a layout of the proposed? - Since we understand they will be rental units, can we expect that they will be as well cared for as condos whose owners would most likely take better care of them?
- How much more traffic & noise will there be?

Other questions/concerns?

I live next door and am very unhappy they want to build apartment buildings in the back of my house and I just spend \$4,500 in placing a fence and in less than a week the people from these apartments broke my fence. They said it was not them and they roommate was in jail and she did not do it and the same night they broke bottles in the parking lot they should not but have

Apartment for Rent.
Keep it Residential ONLY.

Not
Renters

Cruz, Stewart

From: Cruz, Stewart
Sent: Monday, December 9, 2019 2:10 PM
To: Keith@a1acm.com
Cc: Bob Brazeau
Subject: RE: Zoning Committee - 3824-3832 South Atlantic
Attachments: Atlantic Avenue Estates LLC - Concept Plan 12-2-19.pdf

Good afternoon Mr. Lennartson.

I provided the Planning and Zoning Board with your Board's letter. The vote was 3-2 in favor of the project. The letter will also be provided to the City Council for their consideration in January. Please also see attached concept plan of development. If approved, the proposed development would be two two-story 8-unit apartments (a total of 16 units). The current approval, despite being for only eight units, is for four 3-story duplex townhomes. Please also note traffic analyses conducted by both staff and the applicant's engineer have determined there is adequate capacity on both roadways. If the project is approved, the County of Volusia Traffic Engineering Department (which has jurisdiction over the adjacent roads) will review the plans and determine what safety measures shall be implemented by the developer, if deemed warranted by the department in question. If you have any further inquiries please contact me at your convenience. Thank you.

Stewart Cruz, AICP
City Planner
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Tel. # 386.763.5361
Fax. # 386.763.5370

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Daytona Beach Shores officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. The views expressed in this message may not necessarily reflect those of the City of Daytona Beach Shores. If you received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.

From: Keith@a1acm.com <keith@a1acm.com>
Sent: Saturday, December 7, 2019 11:33 AM
To: Cruz, Stewart <scruz@cityofdbbs.org>
Cc: Bob Brazeau <bobbrazeau0@gmail.com>
Subject: Zoning Committee - 3824-3832 South Atlantic

Good day, Mr. Cruz.

As discussed, please find correspondence regarding the upcoming Zoning Committee Meeting attached.

We hope to see you there!

Keith Lennartson, LCAM

Keith Lennartson, LCAM
Portfolio Manager
South Atlantic Communities

Office: 386.236.0474



2422 South Atlantic Avenue
Daytona Beach Shores, FL 32118
www.a1are.com



6 December 2019

Mr. Stewart Cruz
City of Daytona Beach Shores
Building and Codes Division
Daytona Beach Shores, FL 32118

Dear Mr. Cruz;

Thank you again for your continued commitment to communicating with our Blue Surf Condominium community regarding the potential changes that affect us all. You have been a very valuable and accessible resource for our team.

We are writing you in concern for the latest notice regarding the vacant properties across the street from us, 3824 and 3832 South Atlantic Avenue. While we fully intend on being represented at the meeting on Monday, 9 December, it doesn't hurt to back it up in writing.

We understand that these parcels are zoned for low to medium density residential usage. Further, the developers have some latitude in their approach that range from 16 to 35 units in the new structures.

Our concerns are twofold:

- A. The traffic on South Atlantic Avenue is already challenging particularly during peak seasons and events. 35 units at an average of 2 cars per unit could create safety issues in our stretch of South Atlantic Avenue.
- B. Additional, tall building structures alter the aesthetic that has drawn many to invest in homes in our condominium as well as in our surrounding neighborhoods. Blocked sightlines and a canyon effect can occur when both sides of a thoroughfare are burdened with tall building structures.

In the end, our largest concern is point B. We trust that the City of Daytona Beach Shores can creatively engineer traffic solutions that can carry the additional burden of more cars on the beachside. However, the loss of the aesthetic that residents and visitors alike have come to love requires the highest consideration.

Please keep the buildings limited to two stories.

All the best,

Robert Brazeau, President
Blue Surf Condominium Management Association, Inc.

Cruz, Stewart

From: Cruz, Stewart
Sent: Monday, December 9, 2019 1:58 PM
To: christydelaosa@gmail.com
Cc: Hiatt, Fred; Michael Booker; Dembinsky, Stephan
Subject: RE: Parcel 630205070150
Attachments: Atlantic Avenue Estates LLC - Concept Plan 12-2-19.pdf

Greetings Mr. and Mrs. de la Osa,

Please find below my responses to your inquiry in underline format. If you have any questions or need any clarification please feel free to contact me. Thank you.

Stewart Cruz, AICP
City Planner
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Tel. # 386.763.5361
Fax. # 386.763.5370

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Daytona Beach Shores officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. The views expressed in this message may not necessarily reflect those of the City of Daytona Beach Shores. If you received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.

From: christydelaosa@gmail.com <christydelaosa@gmail.com>
Sent: Friday, December 6, 2019 6:11 PM
To: Cruz, Stewart <scruz@cityofdbbs.org>
Subject: Parcel 630205070150

Mr. Stewart Cruz

My husband and I are writing to request that you ask the potential builders of the above mentioned parcel some questions on our behalf.

We have been residents of Daytona Beach Shores for over 9 years now and have loved watching it grow and progress. When we first moved here we were the youngest family in the area, but as time went on and the economy grew more and more younger families moved to the area.

This has been amazing and we love it. Our concern is that with an apartment complex there will be increased traffic that can lead to dangers for the young children that ride their bikes, skateboard, and cross A1A with their surf boards.

Our questions are the following:

1. How many actual units are being proposed? Two two-story eight unit apartments are being proposed for a total of 16 units.
2. Will there be garage parking, below ground, or above? Surface parking is being proposed.

3. Will it be gated? Based on the plan proposed (attached), it does not appear to be a gated development.
4. What will be the minimum rental length and will they allow sub-rentals? I will forward your question to the developer.
5. Will any be sold as permanent residential units? It is my understanding these will all be rental units.
6. What impact will this have on our first responders (i.e.: additional police, fire, and rescue)? I will forward your question to the Public Safety Department. Please note however the Fire Division has reviewed the proposal and does not object.
7. Have any traffic studies been done (i.e.: entrance from cardinal and A1A)? Traffic analyses conducted by both staff and the applicant's engineer have determined there is adequate capacity on both roadways. If the project is approved, the County of Volusia Traffic Engineering Department will review the plans and determine what safety measures shall be implemented by the developer, if needed.
8. Will there be add crosswalks with lighting? I will forward your question to the developer. Please note however, the County of Volusia will determine this outcome based on their needs analysis.
9. How will they handle beach access? Beach access is not required however the nearest beach access is located at Emilia Avenue, which is 0.2 miles north of the property.
10. Can surrounding residents be shown the proposed layout? Yes, please see attached concept plan.
11. Will there be security for the property (i.e.: cameras, hired security)? I will forward your question to the developer.
12. What is the estimated time of completion? I will forward your question to the developer.
13. What impact will this have on our property values? I will forward your question to the developer.

We respect and encourage the growth of the city, but this end of the Shores has historically been residential. Our concern, again, is that this turns into an over populated and transient area. Many of the condos are only allowed to rent for 6 months plus and some yearly in our area. As it is there are issues with some property owners renting their homes.

Across the street from us is 3843 S. Atlantic, and I must say it has been insane. Recently they had a car club rent the home and there had to have been over 30 people there. They would pull out their cars and back up A1A as they all pulled out. Additionally, they were loud into the late hours and left trash everywhere. Please note the City has nuisance noise regulations. Therefore, should the need ever arise again in the future, please contact the Volusia County Dispatch at their non-emergency telephone number (Tel. 386-248-1777) and the DBS Public Safety Department will investigate and take appropriate actions. Please also contact the DBS Code Enforcement Division (Tel. 386-763-5377) to address the trash situation should it ever arise again in the future.

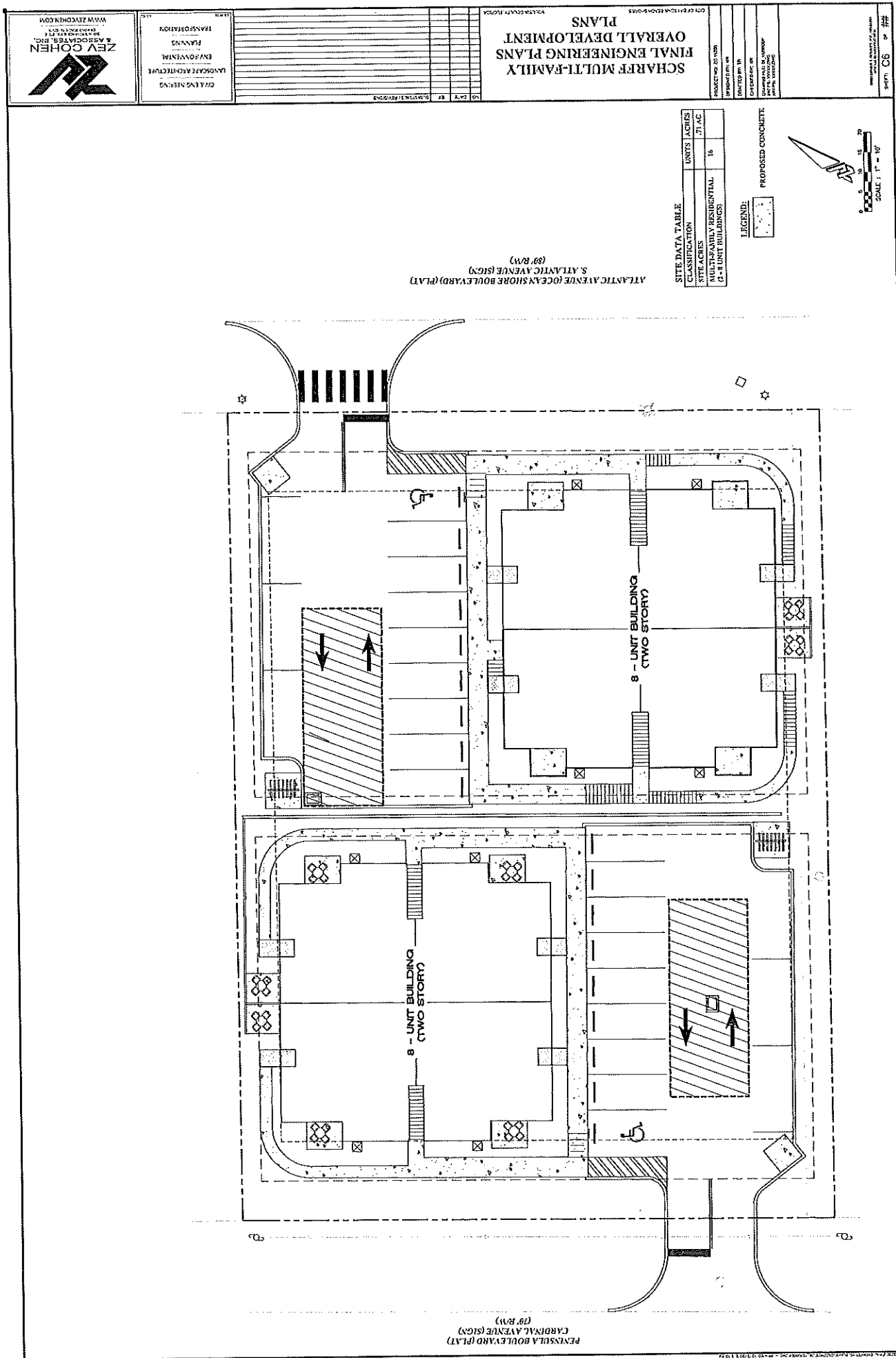
If we are to accept more rental we must be prepared to enforce codes and laws, and owners of the properties must be equally responsible. Growth is a wonderful thing, but it has a price. With the influx of young families comes more children, and we must consider this and how it will impact them. As it stands many of the bus stops are on Cardinal and there is no sidewalk on the east side. It is crazy dangerous!!!

Cardinal Boulevard is a County road under the jurisdiction of the County of Volusia and the vast majority of properties abutting Cardinal Boulevard are County properties. Please note however, except for single family homes, any new development in the Shores is required to construct sidewalks in front of the development if none exist. Therefore, if this property is ever developed, the Shores will require a sidewalk on the Cardinal side of the property.

Thank you in advance for considering our questions regarding this parcel.

Regards,
Michael and Christina de la Osa
3840 S. Atlantic Avenue
DBS, 32118

Sent from Mail for Windows 10



LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

SCHARFF MULTI-FAMILY
OVERALL DEVELOPMENT
FINAL ENGINEERING PLANS
PLANS

PROJECT NO. 201008
SHEET NO. 16
DATE: 08/11/10
DRAWN BY: J. COHEN
CHECKED BY: J. COHEN
APPROVED BY: J. COHEN

Cruz, Stewart

From: Cruz, Stewart
Sent: Monday, December 9, 2019 1:28 PM
To: Charlie Van Derven
Cc: Hiatt, Fred; Michael Booker; Dembinsky, Stephan
Subject: RE: Questions and Safety Concerns Over Property Proposal of Vacant Lot Between 3824 S. Atlantic and 3832 S. Atlantic
Attachments: Atlantic Avenue Estates LLC - Concept Plan 12-2-19.pdf

Greetings Mr. Van Derven:

Thank you for your inquiry. Please find below responses to your questions in underline format. If you have any questions or need any clarification please advise. Thank you.

Stewart Cruz, AICP
City Planner
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Tel. # 386.763.5361
Fax. # 386.763.5370

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Daytona Beach Shores officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. The views expressed in this message may not necessarily reflect those of the City of Daytona Beach Shores. If you received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.

From: Charlie Van Derven <cvanderven@social-advisors.com>
Sent: Friday, December 6, 2019 4:44 PM
To: Cruz, Stewart <scruz@cityofdb.org>
Subject: Questions and Safety Concerns Over Property Proposal of Vacant Lot Between 3824 S. Atlantic and 3832 S. Atlantic

Hello Mr. Cruz,

I am writing with questions and to express concern over the proposed zoning change for parcel 630205070150 located between 3824 S. Atlantic and 3832 S. Atlantic. I own the single-family home at 3838 S. Atlantic, only three lots away from the proposed building site. We recently spoke about zoning for property improvement on my lot.

My questions include:

1. Is there a site plan that includes the number of structures planned for the lot? Yes, please see attached the proposed rezoning concept plan provided by the applicant.
2. Can the concerned neighbors be shown a proposed layout? Yes, it is public record. Please see attached.
3. How many residents are expected? The proposal is for 16 units. Considering the average DBS occupancy rate is 1.7 per household (US Census, 2010), it is expected that the number of new residents will be 27 (versus 14 new residents under current land use rights).

4. Has there been a study on potential traffic and noise impact? Noise impact studies are not required for land use changes, therefore none was conducted. Basic traffic analysis are required for land use changes unless the project is of major significance, then a full traffic study may be required. Both the applicant and staff's traffic impact analyses have determined that the two adjacent roadways have adequate capacity to accommodate the proposed change.
5. As these will be rental units, can we expect that they will be as well cared for as the condos that are owned units? The City has property maintenance standards and these will enforce as is currently being done throughout the City.
6. What is the planned street layout/access through the property? There is none at this time. Please see attached concept plan.
7. Will all the structures be three story? The existing plan is for three-story duplex townhomes. However, the proposed apartments are for two stories only (see attached concept plan).
8. What is the proposal for garages? Or, will it be surface parking? Issues such as these are typically not addressed during a land use or zoning change stages. However, according to the concept plan attached, surface parking is proposed.

Aside from some obvious concerns like increased traffic and increased noise, I have concerns related to the rentals in the neighborhood.

The property at 3843 S. Atlantic, across the street from my home, is used as a short term rental. During the car show weekend before Thanksgiving, there were a minimum of 30 people in that home. They partied for three days straight, including 50-75 people in front of the home and on the sidewalk on A1A. Not only were we kept awake until the early hours of the morning, I cleaned trash from my yard and my neighbors' yards both the morning of Sat 11/23 and Sun 11/24. The following morning, dozens of the renters were on the roof of the home taking photos. A clear safety issue. Please note the City has nuisance noise regulations. Therefore, should the need ever arise again in the future, please contact the Volusia County Dispatch at their non-emergency telephone number (Tel. 386-248-1777) and the DBS Public Safety Department will investigate and take appropriate actions. Please also contact the DBS Code Enforcement Division (Tel. 386-763-5377) to address the trash situation should it ever arise again in the future.

This past weekend, there was an arrest at Windward South Condo, 3845 S. Atlantic. That incident started with a fight on the beach that I witnessed with 2 of my neighbors. In three years of living at my current residence, I have never seen the two people that were in the fight and were subsequently arrested. I speculate that they were renters.

Both of these incidences brought inherent safety issues to me, my family and my neighbors. The last thing this neighborhood needs is more rental units.

If the plans go through to change the zoning, allowing for more rental units in this area, it will be a true indication that the City of Daytona Beach Shores has greater interest in their tax base than they do the safety and well-being of their residents.

Thank you for your consideration.

Charles T. Van Derven
3838 S. Atlantic Ave.
Daytona Beach Shores, FL 32118
386-846-5291

Charlie Van Derven, *Social Advisors*
Tel: 800-524-9451 | Cell: 386-846-5291
cvanderven@social-advisors.com | www.social-advisors.com

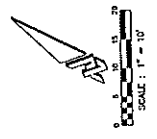
**SCHARFF MULTI-FAMILY
 OVERALL DEVELOPMENT
 FINAL ENGINEERING PLANS**

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 PLANNING
 TRANSPORTATION
 ZEV COHEN & ASSOCIATES, INC.
 10000 WILSON AVENUE, SUITE 100
 NEWTON, MASSACHUSETTS 02459
 WWW.ZEVCOHEN.COM

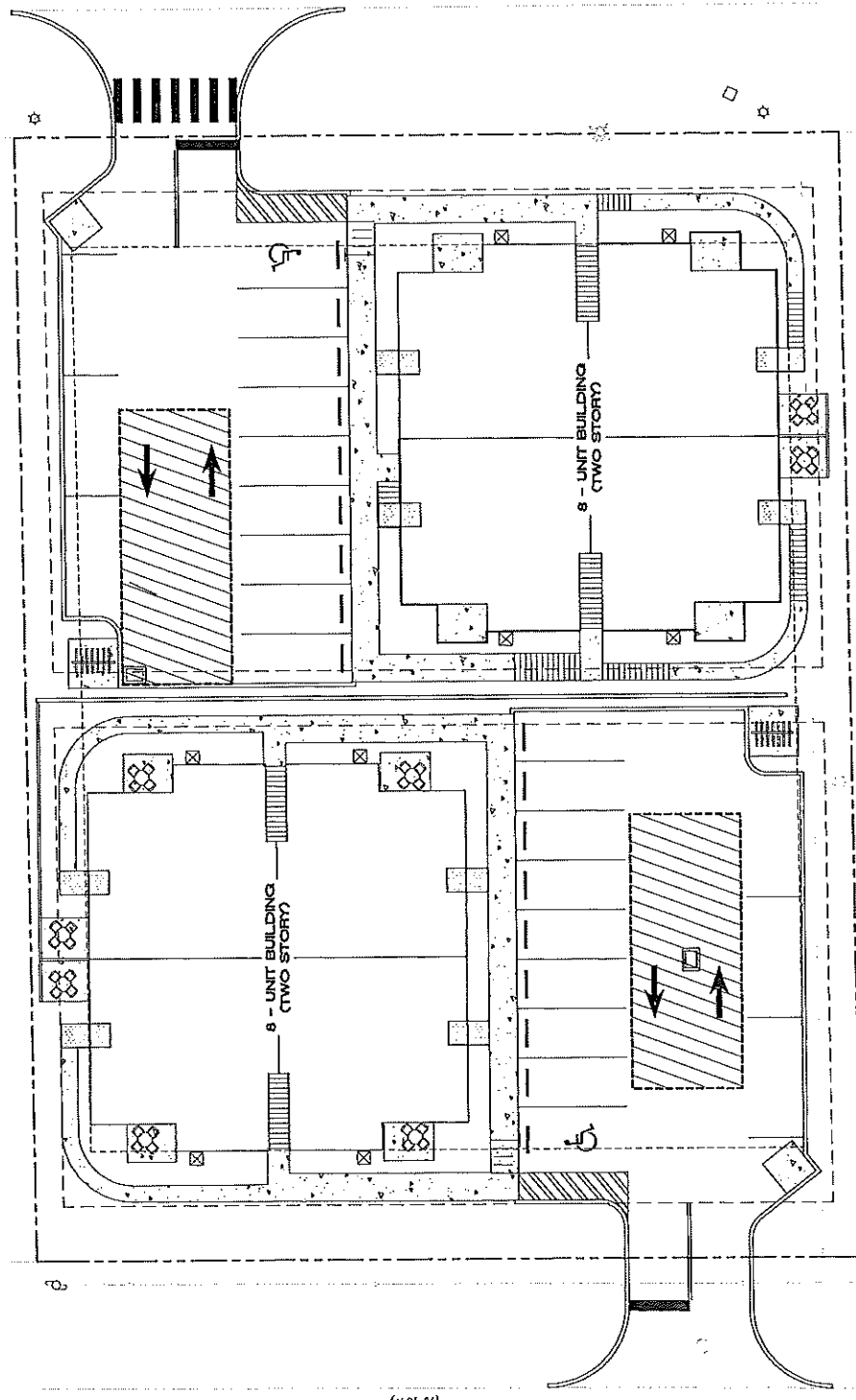
SITE DATA TABLE

CLASSIFICATION	UNITS	ACRES
MULTI-FAMILY RESIDENTIAL	16	7.1 AC
12-8 UNIT BUILDINGS		

LEGEND:
 PROPOSED CONCRETE



ATLANTIC AVENUE (OCEAN SHORE BOULEVARD) (PLAT)
 S. ATLANTIC AVENUE (SIGN)
 (80' R/W)



PENINSULA BOULEVARD (PLAT)
 CARDINAL AVENUE (SIGN)
 (70' R/W)

Cruz, Stewart

From: Susan Spence <spencesusan9@gmail.com>
Sent: Sunday, December 8, 2019 4:54 PM
To: Cruz, Stewart
Cc: Timothy G. Spence, OD, FAAO
Subject: Presentation to Planning and Zoning Board 12-9-19
Attachments: 12-8-19 Slide presentation for Mom re Zoning and Future Land Use Maps.pdf; 12-8-19 zoning statement for Mom.pdf; LA Spence-talking pts for zoning mtg 12-14-15.pdf; SL Spence talking pts for Council mtg 1-11-16.pdf

Dear Stewart,

My mother, Louise Spence, 3832 S. Atlantic, plans to present her opposition to the proposed changes in zoning and future land use for 3830 S. Atlantic Avenue, the property to the north of her house, at the Planning and Zoning Board meeting tomorrow morning (Monday, Dec 9, 2019, 8:30 AM). I am also registering our objections to you by email in case she has any problem printing out the files and presenting them in person. Four files are attached, two of them relating to tomorrow's presentation and two from past presentations by our family on the same topic. My mother also received a letter from a neighbor that is relevant to this topic and hopefully she will be able to make copies of that, too, to submit tomorrow in case the neighbor himself does not appear.

Please let me and my brother Tim know if there are any further developments on this matter.

Thank you!

Susan Spence
H 240-242-3137; W 301-796-9122
spencesusan9@gmail.com; susan.spence@fda.hhs.gov

Tim Spence
cell 678-485-1415; timspace@bellsouth.net

Louise and Gary Spence
H 386-767-6020; cell 386-316-2510

491865
RECEIVED
DEC 10 2019
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Dear Mr. Cruz,

My daughter asks that
you put this whole document
in the record.

Thank you,

Louise Spence

Hello,

I am Louise Spence, the owner of 3832 S. Atlantic Avenue, a single family home just south of the lot that New York City land speculator Mark Scharff has requested a change in future land use and rezoning for – a **SECOND** time now--- requesting that it be changed from County low intensity (allowing 4 units) to City low-density multi-family (allowing what was portrayed as 8 units), now to medium-density multi-family (allowing what is portrayed as 16 units, but could be as much as 25 units)-- and even from owner-occupied to rental! My family **strongly** opposes these plans.

Unlike this NY land speculator my family has owned and occupied property in this area for more than 60 years now. My father, the late Leonard Anderson of Oakmont, Pennsylvania, first bought property on this block in the late 1950s. He owned Westwood Cottages on the oceanfront, which served as a vacation and retirement property for his family and his Oakmont friends until their deaths. It may be hard for you to imagine the Daytona Beach Shores of that time. Westwood Cottages, the adjacent Day Star Motel and a few houses were the only developed properties on the block. We had a postcard made of the place in 1962 [show first picture, then second, and point to things]. These were my parents, this was a much younger me, and this was my 2-year old daughter. She's now 59 years old. In the early 1980s, my husband and I built our own retirement home on a lot our family owned on the other side of S. Atlantic Ave. My son and I still live there, and my son wants to continue to live there. This is to say that we have had some real roots in this community, and as such, we think that we should deserve more respect.

I spoke before this board on December 14, 2015 and my daughter spoke to City Council on Jan 11, 2016 to oppose the first rezoning request when Mr. Scharff, who had just acquired his property and annexed it into Daytona Beach Shores, requested low-density multi-family zoning for it. Mr. Scharff's stated plans at the time were to build 4 duplexes to house 8 families on this lot. We opposed Mr. Scharff's stated goal even then because it represented a substantial increase in population density for the neighborhood, a substantial loss of green space, and a

potential loss in property values for adjacent property owners. I pointed out that ALL properties on the non-ocean side of this block, with the exception of the condos at its far north end, the intersection of Emilia and S. Atlantic, are either single family homes or duplexes---but mostly single family homes, with only a few duplexes. Furthermore, nearly all of them are single-story structures; some, on sloping lots, have two stories in the back. The population is very low density. Our house, on a 100-foot lot about one third the size of Mr. Scharff's lot, housed-- and still houses-- just two people. The duplexes to the north of this property did and do not appear to house more than 2 couples each. The adjacent single family homes on Cardinal also have very few occupants. It's a very quiet neighborhood, and we wanted to keep it that way, as we still do.

Mr. Scharff's current request to push for even higher density on that lot is outrageous and a grave threat to others in the neighborhood. As we understand it, he now says that he wants to build two 8-unit apartment buildings, totaling 16 apartments, on his lot. As we understand it, his request to rezone from low density residential (RMF-3) to medium-density residential (RMF-2) would allow him to build up to 25 residential units on this site. This change would enable a huge increase in population density to the local area, from a current total of 0 people on this property to stated projections of 16 people then to stated projections of 44 people, but the possibility of many more people given the high housing density allowed by the zoning category sought. Such an increased density would inevitably lead to more noise, more traffic, and more disturbances in the local area, and to decreased property values to neighboring property owners particularly, we think, if the properties are to be occupied by renters without a vested interest in keeping up the neighborhood.

My daughter and my other son have looked over Mr. Scharff's zoning and land use proposal and have found much of that presentation to be misleading. First, the maps presented in the proposal are misleading in that they do not show the whole neighborhood: they omit the southern end of the block and the omit Volusia county properties, which comprise most of the non-oceanfront land on this part of the peninsula [show slide]. To ameliorate your understanding, we here show the Future Land Use and Zoning Maps from the Daytona Beach Shores

website [briefly show 2 slides]. Using the City's zoning map for the entire block plus other information retrieved from Zillow, we were able to generate a map that shows you the area more completely [Show "Map of Current Land Use including Volusia Beach Properties"]. Empty lots are indicated by green boxes, single family houses by blue boxes, and duplexes by red boxes. As you can see, pretty much this entire block--- that is, all except for one older condo at the intersection of Emilia and S. Atlantic--- consists of single family homes, with only a few duplexes. The same is true for all properties to the west of this block. Thus, a property zoned as "medium-density" would be an anomaly for this block, out of keeping with current development and the City's own current future land use plans. In addition, the developer has provided some maps on pp 35-36 of his proposal which are just plain wrong and seem meant to be misleading [Show slide "Blatant misrepresentation of the neighborhood"]. Two properties, 3816 and 3820 S. Atlantic, are depicted in orange as if they were medium-density properties, whereas on the City map, they appear as Volusia County properties with low-intensity zoning. A single family home has already been built on one of these lots.

We believe that there are also potential underestimates in the impact analysis prepared by the City [Show "Potential underestimates in staff impact analysis"]. Estimates are based on 1.75 people/housing unit and, in the traffic analysis, fewer trips made by apartment dwellers than by single family residents. We think that these may be underestimates. Either way, 183 additional peak hour trips is a BIG increase over 0 trips from this lot. It's already hard for pedestrians to find an opening in traffic to cross the street to get to the beach. Our house already sometimes shakes from the current traffic on S. Atlantic. In addition, the more people, the more potential problems. Renters have no vested interest in upkeep, and we and our neighbors have had problems with noise and thrown beer cans from area renters in the past.

The application for zoning and land use changes makes a lot of misleading statements. Some of the important ones are in the responses to the Zoning Review Criteria which appear on pp 28-29. First, we believe that the changes will have an unfavorable effect on the environment and a negligible effect on the

54.

economy, except for a decrease in surrounding property values [show slide re 1,2]. Contrary to the answers given, we believe that the proposed zoning is NOT consistent with the future land use plan. That is why the developer is asking that the future land use plan be changed [slide re 6,7]. We have come to believe that there were mistakes made in the illegal incorporation of a lot of properties on this block into the City of Daytona Beach Shores; furthermore, that the proposed change will not benefit local businesses, but will have negative impacts on traffic, noise, and litter problems for local residents [slide re 8,9]. We believe that the proposed changes do constitute "spot zoning" in that they would allow land use that is totally different from that of adjacent and surrounding properties [slide 10-11].

And we believe that this change is sought solely for the financial benefit of the owner, to the detriment of the community. We believe that the owner may just be seeking rezoning to increase his own property value for potential resale to developers (as we have seen others do in the past!). The owner currently has the property listed for resale and has used the potential rezoning of the property as a selling point. His listing price seems to be twice market value and rising. (Page 33 says that the land value is \$231K, but he's trying to sell it for \$485K.) [slide 12-13]. Here's where the owner has advertised online in a sales ad that the property can be rezoned for 21 units [show "Owner's interest in rezoning to enhance resale value of his property"]. This is not the first time that we have seen less than honest sales practices by this owner. In 2015, he was selling condos in an imaginary building at 3780 S. Atlantic, pictured here, claiming that the City had already approved the site plan. No such approval had been given [show "previous practices by this owner"].

We also believe that the proposed change will materially diminish the value of surrounding properties by bringing in short-term occupants who will make noise, add to traffic, and cause problems [show slide with misleading statement 14]. We are attaching the letter from a neighbor at 3838 S. Atlantic to exemplify the problems that occur when the City allows property owners to lie to them and then proceed to break all the rules. The owner of 3865 S Atlantic, who applied for a permit to expand his property, has recently used his house for a wild party. Just

before Thanksgiving, a wild party there attracted about 70 people and generated a lot of noise and garbage over a 3 day period. We do not want this kind of behavior to continue nor to proliferate.

We are also attaching this statement, with slides, and our previous statements to the zoning board and Council when we were concerned even about lesser changes to zoning for the property in question.

To summarize [last slide], this site is nestled among single family residences and a few duplexes, so changing future land use and rezoning to medium density is NOT in keeping with the neighborhood. We foresee problems. We also don't trust Mr. Scharff, who has already proven to be ^{less than} dishonest. The City should not change the rules to put the self-interests of a New York City land speculator ahead of the interests of its long-time residents. We ask that you deny this proposal.

Presentation of Louise Spence,
3832 S. Atlantic Ave,
Daytona Beach Shores,

to
the Planning and Zoning Board
Monday, December 9, 2019

3800 block, S. Atlantic, ca. 1962



3800 block, S. Atlantic, ca. 1962



3832 S. Atlantic, since early 1980s



Misleading Features of the Zoning and Land Use Proposal

Incomplete Representations of the Local Neighborhood

Adjacent land uses p 10-11

Daytona Beach Shores Future Land Use Map, 2030



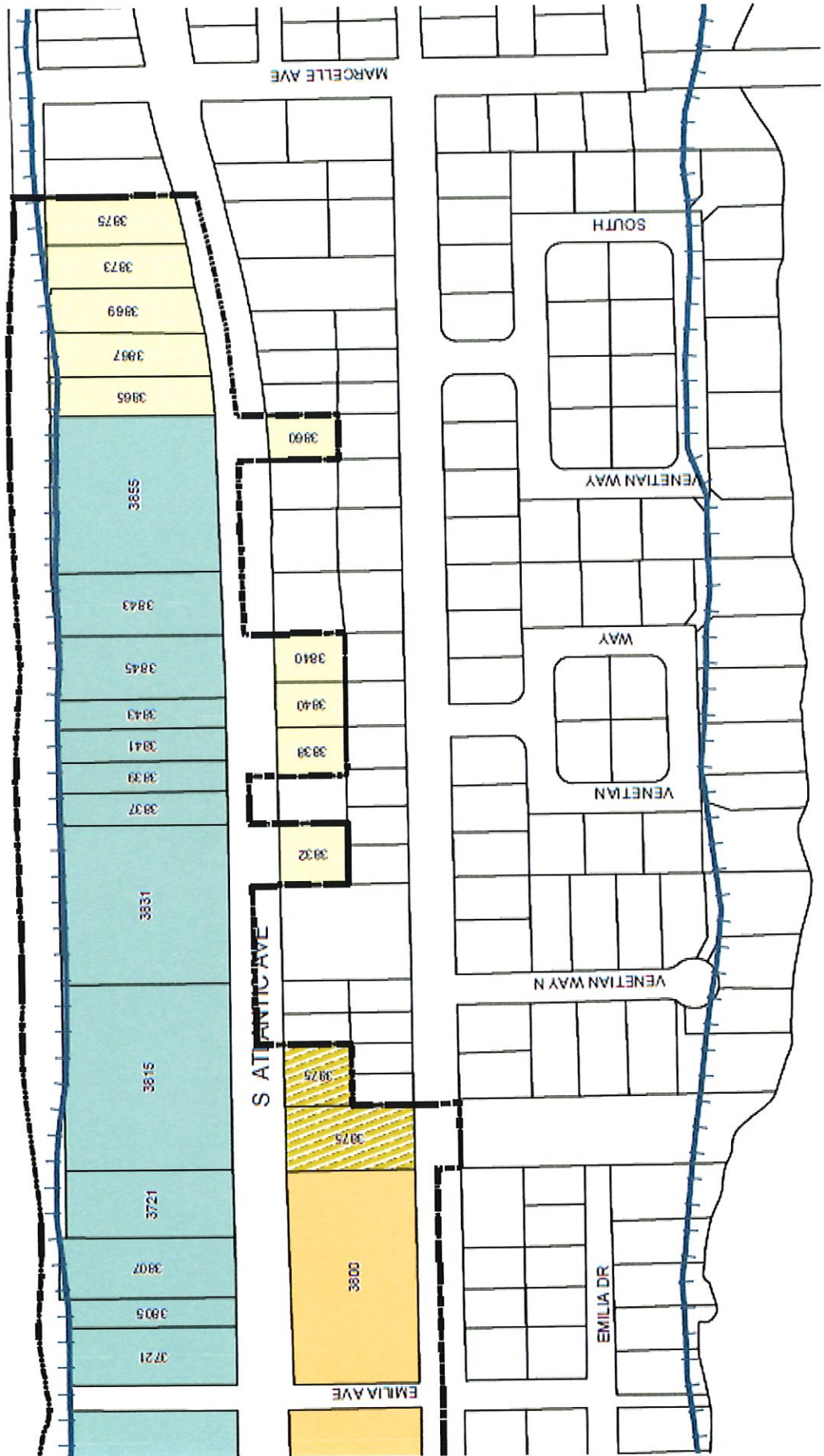
- The segment of the Future Land Use Map (2030) provided does not give a complete picture of the neighborhood. The aerial view is dated and does not show a new single family home at 3820 S. Atlantic (here mislabeled 3875 S. Atlantic.)
- **Only a portion of the block is shown, which does not give the full picture.**
- Daytona Beach Shores properties on this block are finger-like projections from Volusia County land, and probably, as such, their annexation should not have been permitted in the first place.
- **Volusia County properties are part of the neighborhood, but are not represented.**

EXHIBIT A.3: Surrounding Land Uses



Future Land Use Map

From DBS website 12-7-19



Zoning Map

From DBS website 12-7-19

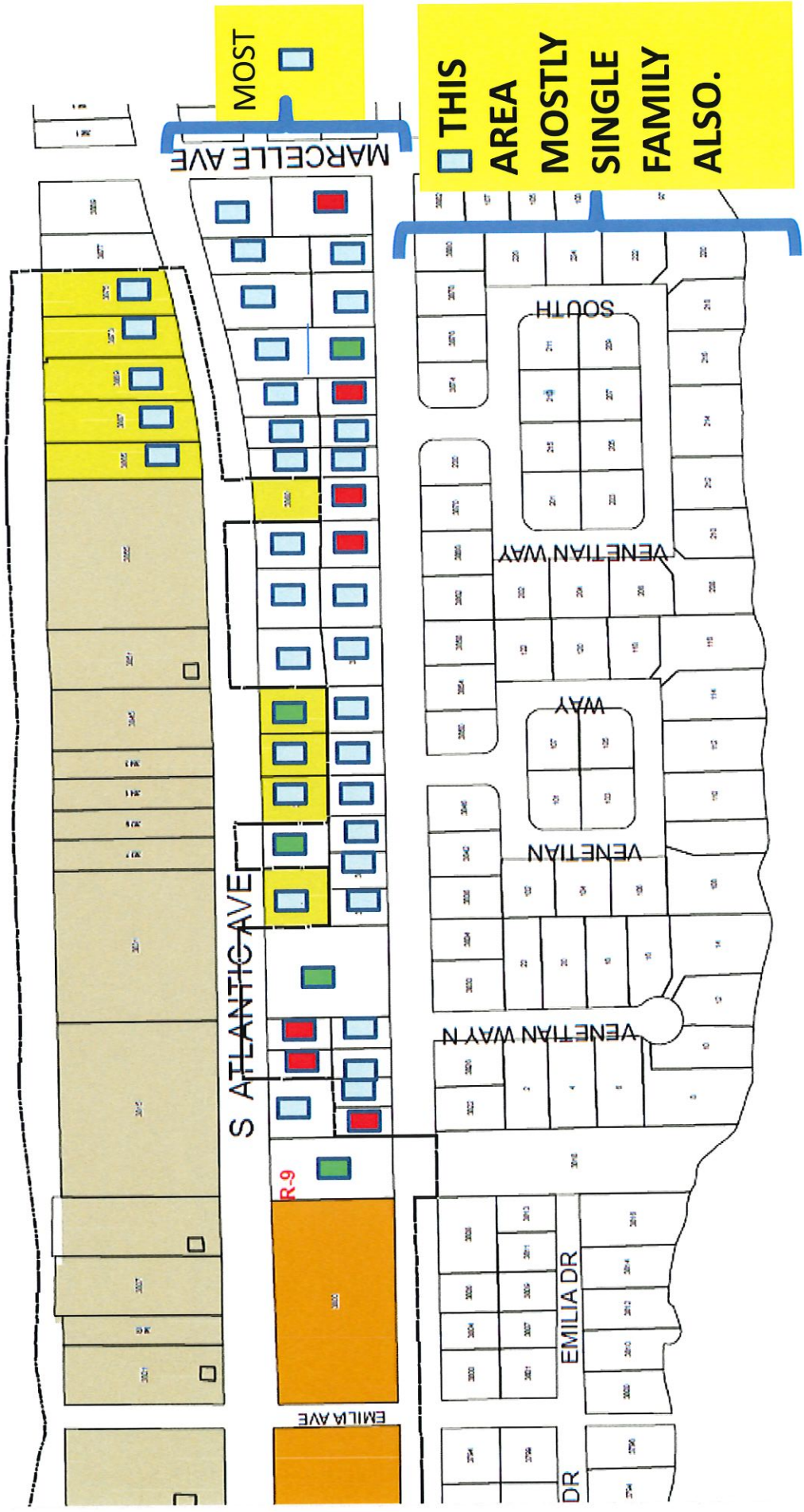
	Daytona Beach Shores	Zoning Category	 RMF-1	 T-RMF-1	 GC-1	 P
1825	Address Numbers	 RSF-1	 RMF-2	 MXD	 GC-2	
R-9	County Zoning	 RSF-2	 RMF-3	 PUD	 GC-RD	



Map of Current Land Use including Volusia County Properties

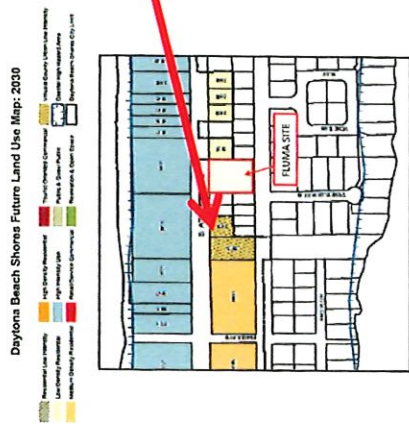
(data extracted from Zillow)

Key:  single family house  duplex  empty lot



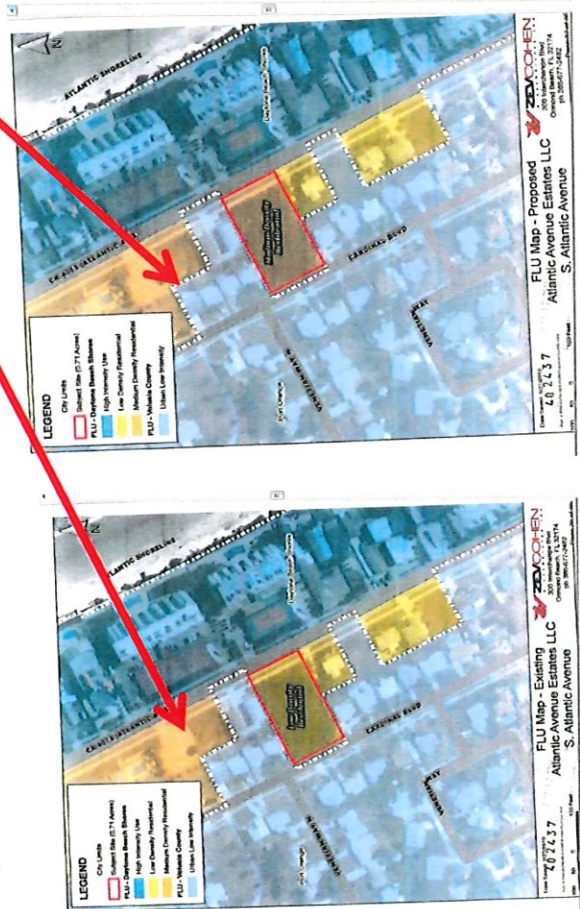
Blatant Misrepresentation of the Neighborhood

Adjacent land uses from City Map p 10-11



- The City's map indicates that 3816 S. Atlantic and 3820 are Volusia County properties with low-intensity zoning.
- **In their zoning and land use applications, the developers misrepresent these as medium-density properties.**

Adjacent land uses from the Developer, pp 35-36



- The property at 3816 is currently an empty lot. A large single family home with mother-in-law apartment has recently been built at 3820 S. Atlantic.

Potential Underestimates in Staff Impact Analysis

- There may be many more than 1.75 people/unit. May be entire lower-income families renting and/ or short-term stays by hordes of partying vacationers.

Impact analysis p 12

Table 1: Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use (0-12 units/acre)	Proposed Future Land Use (0-12 units/acre)	Comparison Impact
Residential Units Allowed	9	25	16
Population ¹	16	44	28
AM / PM Peak Hour Trips ²	86/9.09	183/14	97/4
Sanitary Sewer (gallons/day) ³	2,250	6,250	4,000
Potable Water (gallons/day) ⁴	1,760	4,840	3,080
Solid Waste (lbs./day) ⁵	160	440	280
Stormwater Drainage ⁶	n/a	n/a	n/a
Public School Student(s) ⁷	2.5	3.2	0.7

- Notes:
1. Population: 1.75 persons per single-family dwelling
 2. Transportation: Rates are for peak hour of adjacent street traffic: Single-family residential unit = 9.57 Daily trips, 1.01 PM Peak Hour Trips / Multifamily Low Rise = 7.32 Daily trips, 0.56 PM Peak Hour Trips
 3. Sanitary Sewer: 250 gallons per dwelling unit per day
 4. Potable Water: 110 gallons per capita per day
 5. Solid Waste: 10 pounds per capita per day
 6. Stormwater Drainage: LOS standard = 25 year, 24 hour event. If property is redeveloped, drainage system will be designed to meet the requirements of the Land Development Code.
 7. Public School: Generation rates = single family 0.273, multifamily 0.127.

Sources:
2010 US Census; ITE Trip Generation Manual, 9th Edition; Policy 9-1.3 Daytona Beach Shores Comprehensive Plan Update (2030); Volusia County School District 2017 Impact Fee Study.

Unlikely that people in these units will travel less than people in single family homes. They may make MORE trips, in which case this would be an underestimate.

- **Either way , 183 additional peak hour trips is a BIG increase over 0!**

TRAFFIC:

- It's already hard for pedestrians to find an opening in traffic to cross the street to get to the beach.
- Our house already sometimes shakes from traffic on S. Atlantic.

NOISE/LITTERING/DISTURBANCES:

- The more people, the more potential problems. Renters have no vested interest in upkeep.

Misleading Statements re Zoning Review Criteria

1. The proposed zoning will have a favorable or unfavorable impact on the environment and natural resources of the area affected.

Contrary to the answer given, we believe that the impact will be unfavorable. Any development decreases green space and increases run-off, including potentially of hazardous substances, into the river and the ocean.

2. The proposed zoning will have a favorable or unfavorable impact on the economy of the areas affected.

The respondents seem to think that the proposed development will be favorable in that it increases the tax base. We think that the negative impact on adjacent property values should also be considered.

Misleading Statements re Zoning

Review Criteria

6. The proposed zoning is basically consistent with the comprehensive land use plan.

Contrary to the answer given, the proposed zoning is **NOT** consistent with the future land use plan. That is why the developer is asking that the future land use plan be changed..

7. Have conditions relative to the property in question and the surrounding area so changed as to require zoning classification boundaries be amended to reflect the new conditions.

The given answer is "Properties adjacent to Atlantic Ave. are no longer a desirable location for low density residential growth." But the residents of this area prefer low density growth and we have witnessed no problem with the sale of local single family homes and duplexes at reasonable prices.

Misleading Statements re Zoning

Review Criteria

8. Was there a mistake in the original zoning of the property so that such zoning does not properly reflect the actual or developing conditions of the area?

It appears to us that many properties on this side of S. Atlantic were annexed into Daytona Beach Shores illegally, as they are finger-like projections not contiguous with the boundaries and largely interspersed with Volusia County properties. We are considering encouraging our neighbors to secede from the City of Daytona Beach Shores..

9. Will the proposed change promulgate or encourage a physical benefit or have a stabilizing effect on the surrounding area?

The given answer is that changes to the land use plan and zoning will provide a stabilizing effect by "supporting commercial activity". We would like to point out that if local businesses are suffering, it is because the City has allowed developers to replace what used to be a thriving hotel/motel industry with high-rise condominiums bought by persons who rarely live in them. If the City wants increased commercial business, it should be looking to encourage hotel development to attract thousands of free-spending visitors. Building 16 apartments for renters will do little to increase local business but much to decrease the desirability of the area to local homeowners.

Misleading Statements re Zoning

Review Criteria

10-11. Would the proposed changes constitute “spot zoning”? Is the proposed change a singling out of a small parcel of land, allowing a use totally different from that of the surrounding area, and would such use violate the integrity of the zoning classification?

It appears to us that the proposed changes DO constitute “spot zoning”. None of the 8 lots immediately north of the lot in question, nor any of the 33 lots immediately south of the lot in question (and on the same block), nor any of the lots to the west of the lot in question are zoned for medium-density development.

Misleading Statements re Zoning

Review Criteria

12-13. Is the change solely for the benefit of the owner and to the detriment of the community? Will the proposed change especially suit the applicant's own special purpose rather than serve the community?

We believe that the change would solely benefit the owner and by increasing traffic, noise, potential littering of adjacent properties, and other problems, would be a detriment to the community. In fact, we believe that the owner may just be seeking rezoning to increase his own property value for potential resale to developers (as we have seen others do in the past!). The owner currently has the property listed for resale and has used the potential rezoning of the property as a selling point. His listing price seems to be twice market value and rising. (Page 33 says that the land value is \$231K, but he's trying to sell it for \$485K.)

Owner's Interest in Rezoning to Enhance Resale Value of His Property

https://www.zillow.com/homedetails/3830-S-Atlantic-Ave-Daytona-Beach-Shores-FL-32118/2091462774_zpid/

https://www.realtor.com/realestateandhomes-detail/3830-S-Atlantic-Ave-Daytona-Beach-Shores-FL-32118_M57885-25672

<https://www.redfin.com/FL/Daytona-Beach-Shores/3830-S-Atlantic-Ave-32118/home/101666502>

<https://www.loopnet.com/Listing/14707288/3830-S-ATLANTIC-AV-Daytona-Beach-Shores-FL/>

"BIG PRICE REDUCTION!!! LARGE BUILDING LOT WITH OCEANVIEW. UP TO 21 UNITS POSSIBLE WITH REZONING. 30,900 SF! LOCATED IN DAYTONA BEACH SHORES, SOUTH OF DUNLAWTON, BETWEEN RESIDENTIAL LOTS 3824 AND 3832 S. ATLANTIC AVE.

**HIGHLIGHTS
REZONE FOR 21 UNITS!
GREAT OCEANVIEW PROPERTY!
ACROSS FROM THE ATLANTIC OCEAN!
WALK TO THE BEACH"**

\$485,000 0.71 acres
3830 S Atlantic Ave, Daytona Beach Shores, FL 32118
Lotland Estimate: None

687 days Viewed 55 times

GREAT LOCATION Across street from Ocean with views with approved 4 beach side lots ZONED MF-3 total 150 x 205 with complete approved as 4 separate lots 75 x 103 each, 2 Atlantic Ave & 2 Cardinal Ave. Currently has approved for 3 story duplex units on each lot for a total of 8 Luxury Homes 2530 living with oversized garage, decks & more, parcels are now zoned MF-3 so could also build 4 homes with legal Guest in law apt or other options. Will sell each lot separately.

Listing Agent P. Warner

Previous Practices by this Owner

- Last time we spoke before the P&Z board and Council, in Dec 2015, this developer was advertising that he already had approval to build and sell condos at 3870 S. Atlantic. The City Planner at the time said that no such approval existed.

<http://www.loopnet.com/Listing/19455409/3780-S-Atlantic-Ave-Daytona-Beach-Shores-FL/>

Atlantic Avenue Estates

**3780 S Atlantic Ave, Daytona Beach Shores, FL
32118**

\$1,100,000

Description

34 Unit Development site with River views from each apartment .Amenities include swimming pool, community room etc .

The City has approved the apartment count site plan & foot print. All that is needed is your final plan

The last entrance to the Daytona Drive on Beach is directly across the street.The owners can enjoy the close proximity of the beach along with outstanding views of the river in all directions



Misleading Statements re Zoning

Review Criteria

14. Would the proposed change materially diminish the value of surrounding properties or substantially alter the characteristics of the neighborhood?

We attach the letter from a neighbor at 3838 S. Atlantic to exemplify the problems that occur when the City allows property owners to lie to them and then proceed to break all the rules— and also the problems possible with renters and other short-term occupants. The owner of 3865 S. Atlantic recently applied for plans to put a second story above his garages, supposedly to house visiting family members. It appears that he is in the practice of short-term rentals to party goers. A recent party attracted about 70 people, made a lot of noise, generated a lot of garbage including some thrown into the yards of neighbors, and lasted three days straight.

Conclusion

The interests of long-term residents should count more than the financial gain of out-of-town land speculators.

PLEASE DENY THIS PROPOSAL!

From: **Charlie Van Derven** cvanderven@social-advisors.com
Subject: **Questions and Safety Concerns Over Property Proposal of Vacant Lot Between 3824 S. Atlantic and 3832 S. Atlantic**
Date: **December 6, 2019 at 4:43 PM**
To: scruz@cityofdbb.org
Bcc: mikeosa74@gmail.com, ajmiller909@gmail.com



Hello Mr. Cruz,

I am writing with questions and to express concern over the proposed zoning change for parcel 630205070150 located between 3824 S. Atlantic and 3832 S. Atlantic. I own the single-family home at 3838 S. Atlantic, only three lots away from the proposed building site. We recently spoke about zoning for property improvement on my lot.

My questions include:

1. Is there a site plan that includes the number of structures planned for the lot?
2. Can the concerned neighbors be shown a proposed layout?
3. How many residents are expected?
4. Has there been a study on potential traffic and noise impact?
5. As these will be rental units, can we expect that they will be as well cared for as the condos that are owned units?
6. What is the planned street layout/access through the property?
7. Will all the structures be three story?
8. What is the proposal for garages? Or, will it be surface parking?

Aside from some obvious concerns like increased traffic and increased noise, I have concerns related to the rentals in the neighborhood.

The property at 3843 S. Atlantic, across the street from my home, is used as a short term rental. During the car show weekend before Thanksgiving, there were a minimum of 30 people in that home. They partied for three days straight, including 50-75 people in front of the home and on the sidewalk on A1A. Not only were we kept awake until the early hours of the morning, I cleaned trash from my yard and my neighbors' yards both the morning of Sat 11/23 and Sun 11/24. The following morning, dozens of the renters were on the roof of the home taking photos. A clear safety issue.

This past weekend, there was an arrest at Windward South Condo, 3845 S. Atlantic. That incident started with a fight on the beach that I witnessed with 2 of my neighbors. In three years of living at my current residence, I have never seen the two people that were in the fight and were subsequently arrested. I speculate that they were renters.

Both of these incidences brought inherent safety issues to me, my family and my neighbors. The last thing this neighborhood needs is more rental units.

If the plans go through to change the zoning, allowing for more rental units in this area, it will be a true indication that the City of Daytona Beach Shores has greater interest in their tax base than they do the safety and well-being of their residents.

Thank you for your consideration.

Charles T. Van Derven
3838 S. Atlantic Ave.
Daytona Beach Shores, FL 32118
386-846-5291

Charlie Van Derven, Social Advisors
Tel: 800-524-9451 | Cell: 386-846-5291
cvanderven@social-advisors.com | www.social-advisors.com
SOCIAL  ADVISORS

Dec. 8, 2019

Dear Mr. Cury:

Our questions are basically the same as Charlie Van Dervan's:

1. How many structures will there be on the plot?
2. Can neighborhood residents be shown a layout of the proposed structures?
3. How high will the structures be?
4. How many residents will be anticipated?
5. About how much more traffic and noise will there be?
6. How many ^{and egress} access streets will go in and out of the tract?
7. Will there be separate or integral garages?
8. Since we understand they will be rental units, can we expect they will be as well cared for as condos whose owners would most likely take better care of them?

Members of our family have lived in this area since the late 50's. My father once owned "Westwood Cottages" where the Blue Surf Condominium now stands. I feel we should have some stake in what goes on here. (We have lived in our present location, 3832 S. Atlantic, since 1984.)

Yours very truly,

Louise A. Spence

(and son, Gary Spence)

P.S.

I have one important addition:

9. Won't safety be a real consideration, with Amelia Street crossing so close to the plot's entrances and exits?

Presented previously at Zoning Planning Meeting, December 14, 2015:

I am Louise Spence, owner of the property immediately to the south of the 150-foot frontage lot that you are considering rezoning today. My family has owned property on and/or lived on this block for more than 50 years. We are concerned that these development plans would devalue our property and change the character of our neighborhood.

I request that any building on the lot in question be required to be in keeping with the architectural style and value (that is, \$256K to \$540K range) of other homes in the area. Also, I am requesting that more thought be given to the density factor. The new owner/developer (Mark Scharff) apparently wants to put 8 or maybe even 16 families on that 150-foot frontage lot, compared to our single family home on a 100-foot frontage lot—with a household of two at present. The developer reportedly has already inquired about subdividing the lot, which would definitely not be in keeping with other properties in the area.

Furthermore, I request that the deliberations regarding the lot in question will not be used as a preamble to attempts to apply for even greater densities, such as a multi-level condominium. On the internet, this developer claims to already have city approval for building a 7-story condominium on the northwest corner of Emilia at South Atlantic. A spokesman for Daytona Beach Shores assured me that this is not true, which casts some doubt on the truthfulness of the developer.

Of further concern is the information that I heard from a neighbor, that the owner of the property at 3820 S. Atlantic (now a vacant lot) wanted to have a single family home built on this lot but was told by Daytona Beach Shores authorities that they did not want him to build a single family home there—it would have to be a duplex or more! We and other neighbors in the area want some assurance that the character of our neighborhood is not threatened and want to know why he was told that.

We would like the zoning of to remain single family, in keeping with properties south of that point, and for any structures to be approximately the same square footage and sale price as the single family residential structures south of that point. We would also like to point out that the sewer company has an easement of 20 feet or so on the south side of the lot in question.

Previously presented to DBS City Council, January 11, 2016:

I'm Susan Spence, the daughter of Louise Spence, who owns the property immediately to the south of the lot that you are considering rezoning today. My family has owned property on and/or lived on this block for more than 50 years—in fact, I made my first trip down here when I was only 2 years old, in 1962, so more than most folks, we have had a long-term interest in and commitment to this area. There have been many changes since 1962, and not all of them for the better.

I would like to start by a general comment on development. We are seeing far too many high-rises go up, particularly on the ocean side of S. Atlantic, and although this may be profitable for a bunch of New York and Chicago-based developers, in many ways it is not a good thing for the local population and the town as a whole. Unlike the developers, most of us do NOT come from New York or Chicago and do NOT want our Florida to look and feel like New York or Chicago. Some Daytona residents were attracted to sunshine and the beach. But the more that you allow the developers to build tall structures, the more that they shade the beach and other areas. Some Daytona residents were attracted by Florida's flowers, nature, and wildlife. But the more that undeveloped land is built on, the fewer green spaces remain for wildlife to flourish and for people to enjoy. Most of us came because we wanted a low-density suburban community, but Daytona Beach Shores is starting to feel more like Manhattan. It is becoming harder for anyone driving along S Atlantic to even see the ocean, which is becoming enshrouded by a tall wall of concrete.

There are NO natural beach areas, with natural sand dunes, sea oats, and saw palmetto, left in all of Daytona Beach Shores. I was very upset when you allowed development on the last one, the current location of the Sanibel Condo at South Atlantic and Emilia, and my stomach still churns every time I walk past. It would have made a fine location for a real city park, perhaps with a boardwalk winding through what was a really beautiful natural area, combined perhaps with a small building with restrooms and changing rooms to accommodate area residents not lucky enough to own beachside property.

Instead we got another tall building for wealthy people, 95% of whom, from the look of the number of lights on at night, don't even live here most of the time. The proliferation of high-rise condos has meant that there are now fewer hotels, fewer tourists, and fewer 'residents' who actually live here long enough to patronize local businesses. The only people who profit are the developers, who really don't care at all about the community—only about the profits that they can take home to New York and Chicago by exploiting its resources. I think that none of you would be very happy if China or Russia or Mexico or Syria would dictate US domestic policy, and so I ask you not to let New York and Chicago developers ruin Daytona Beach Shores. **We need more public parks and green spaces---- and NOT like the current so-called "parks"**

along the beach, which are nothing but glorified parking lots, composed primarily of more concrete.

Getting to the point of the lot in question, there is an inaccuracy in today's documents. They state that the proposed development will have no effect on recreation and open space. The truth is that, aside from undeveloped lots, there is very little green space in this city, so nearly every development has a substantial effect on recreation and open space. The photos provided to you of that lot show blackened images that are described as weeds. I would like to show you what that lot looks like to me. Almost the entire year, even in the coldest months of winter, there has been a proliferation of red flowers all over that lot, which doesn't mean much to the developers, but does mean a lot to people like me. We regularly see osprey bring their catches to the perches on that lot, we have seen sizeable tortoises, many birds, and even a bald eagle. Where are they to go when you develop?

We are also concerned that the developer who has bought the lot in question wants to increase density and that that would have the potential to negatively affect nearby property values. We strongly favor keeping this lot classified as single family in the future land use plan and keeping it zoned for single family residences, in keeping with the properties to the south and the west of it. Optimally, we would like the city to come up with some mechanism to buy up undeveloped land to preserve green space and limit development. But at very least, we would like reassurance from council that there will be no attempt to build anything on this lot that is not in keeping with style, density, and value of the adjacent properties (that is, those on the NON-ocean side of S Atlantic and Cardinal).

491865
CITY OF DAYTONA BEACH SHORES
BUILDING AND CODES DIVISION
DEC 10 2019
RECEIVED
491865

Dec. 8, 2019

491860

Dear Mr. Cury:

Our questions are basically the same as Charlie Van Dervan's:

1. How many structures will there be on the plot?
2. Can neighborhood residents be shown a layout of the proposed structures?
3. How high will the structures be?
4. How many residents will be anticipated?
5. About how much more traffic and noise will there be?
6. How many ^{and egress} access streets will go in and out of the tract?
7. Will there be separate or integral garages?
8. Since we understand they will be rental units, can we expect they will be as well cared for as condos whose owners would most likely take better care of them?

RECEIVED
DEC 09 2019
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Members of our family have lived in this area since the late 50's. My father once owned "Westwood Cottages" where the Blue Surf Condominium now stands. I feel we should have some stake in what goes on here. (We have lived in our present location, 3832 S. Atlantic, since 1984.)

Yours very truly,

Louise A. Spence

(and son, Gary Spence)

P.S.

I have one important addition:

9. Won't safety be a real consideration, with Amelia Street crossing so close to the plots' entrances and exits?

ORDINANCE NO: 2020-02

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, AMENDING CHAPTER 1, “FUTURE LAND USE ELEMENT”, BY AMENDING MAP L-4 ENTITLED, “GENERALIZED FUTURE LAND USE MAP (2030)” TO CHANGE THE FUTURE LAND USE DESIGNATION OF THE PROPERTY GENERALLY LOCATED AT 3828 S. ATLANTIC AVENUE TAX PARCEL ID 6302-05-07-0150, FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; AND BY ESTABLISHING A NEW FUTURE LAND USE POLICY RESTRICTING THE NUMBER OF UNITS ON THE PROPERTY GENERALLY LOCATED AT 3828 S. ATLANTIC AVENUE TAX PARCEL ID 6302-05-07-0150 TO A TOTAL OF SIXTEEN; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores is committed to planning and managing the future growth of the City; and

WHEREAS, the City of Daytona Beach Shores has the authority to amend its Comprehensive Plan pursuant to Part II, Chapter 163, *Florida Statutes*; and

WHEREAS, the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan* directly relates to small scale development activities as provided in Section 163.3187(1)(c), *Florida Statutes*; and

WHEREAS, the Volusia County Growth Management Commission has issued a determination of consistency in accordance with Section 202.3 of the *Charter of Volusia County, Florida*, for the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan*; and

WHEREAS, the Planning and Zoning Board, which is the local planning agency of the City, and City Council of the City of Daytona Beach Shores have conducted public hearings and issued notices required by Florida law in the preparation and enactment of this Ordinance; and

WHEREAS, Atlantic Avenue Estates, LLC, owner of the real property with short tax parcel ID 6302-05-07-0150 and generally located at 3828 S. Atlantic Avenue, submitted an owner initiated future land use map amendment application to the City of Daytona Beach Shores on October 17, 2019; and

WHEREAS, Atlantic Avenue Estates, LLC is requesting the City of Daytona Beach Shores amends the future land use classification of the subject real property from Low Density Residential to Medium Density Residential; and

WHEREAS, the development of vacant westside properties is important to the economic development and tax base of the City of Daytona Beach Shores; and

WHEREAS, the City Council of the City of Daytona Beach Shores declares that the purpose and intent of the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan* is to guide future growth and development; encourage the most appropriate use of the land, water and other resources, consistent with the public interest, promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate facilities and services; conserve and protect natural resources within the City, while protecting private property rights; and

WHEREAS, the City Council of the City of Daytona Beach Shores finds that this Ordinance serves the best interest of the City of Daytona Beach Shores; and

WHEREAS, underlined words shall constitute additions to the original text of the Comprehensive Plan, *** shall constitute ellipses, and ~~strike through~~ shall constitute deletions to the Comprehensive Plan.

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

SECTION ONE: CHANGE IN FUTURE LAND USE ELEMENT/FUTURE LAND USE MAP. Chapter 1, “Future Land Use Element,” containing the Official Future Land Use Map (Map L-4) of the *City of Daytona Beach Shores Comprehensive Plan* is hereby amended to change the Future Land Use Designation of a +/-0.71 acre property from Low Density Residential to Medium Density Residential as to property as described in Exhibit “A” as follows:

Location Address	Short Tax Parcel ID	Daytona Beach Shores Future Land Use Designation
3828 S. Atlantic Ave.	6302-05-07-0150	Medium Density Residential Low

SECTION TWO: CHANGE IN TEXT OF FUTURE LAND USE ELEMENT. The text of Chapter 1, “Future Land Use Element,” of the *City of Daytona Beach Shores Comprehensive Plan* is hereby amended as described in Exhibit “B” attached.

SECTION THREE: IMPLEMENTING ADMINISTRATIVE ACTIONS. The Community Services Director is hereby authorized to transmit copies of the adopted amendment to the *City of Daytona Beach Shores Comprehensive Plan* to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3187(1)(c)2.b, *Florida Statutes* and *Volusia Growth Management Rules*.

SECTION FOUR: CONFLICTS. All ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION FIVE: SEVERABILITY. If any section or portion of a section of this Ordinance, or application of any provision of this Ordinance, 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 Ordinance.

SECTION SIX. NON-CODIFICATION. This Ordinance shall be not be codified in the *City Code of the City of Daytona Beach Shore* or, the *Land Development Code of the City of Daytona Beach Shores*, or the *City of Daytona Beach Shores Comprehensive Plan* provided, however, that the actions taken herein shall be depicted in the *City of Daytona Beach Shores Comprehensive Plan* and on the Future Land Use Map of the City of Daytona Beach Shores by the City Manager, or designee.

SECTION SEVEN: EFFECTIVE DATE. This Ordinance shall become effective, in accordance with the provisions of Section 163.3187, *Florida Statutes*, thirty-one (31) days after enactment; provided, however, if this Ordinance is challenged within thirty (30) days after enactment, this Ordinance shall not become effective until the Florida Department of Community Affairs, acting as the State Land Planning Agency, or the Administration Commission, respectively, issues a final order determining that the small scale development amendment to the *City of Daytona Beach Shores Comprehensive Plan* set forth in this Ordinance is in compliance.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

RAYMOND BRANCH, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2020.

Adopted on second reading this _____ day of _____, 2020.

EXHIBIT A

LOTS 14 15 & 16 BLK 7 OCEAN VIEW SEC HALIFAX ESTATES MB 11 PG 100 PER OR
1612 PG 0174 PER OR 4705 PGS 2478-2479 PER OR 5532 PG 4310 PER OR 7177 PG 0575
PER OR 7183 PG 2271.

EXHIBIT B

CHAPTER 1: FUTURE LAND USE ELEMENT

Policy 1-1.5.6: The 0.71± acres of land designated as Medium Density Residential lying within Parcel Number 630205070150 and generally located at 3828 S. Atlantic Avenue shall be permitted to develop with up to no more than 16 dwelling units.



CITY COUNCIL AGENDA MEMORANDUM FEBRUARY 25, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Ordinance 2020-01: City of Daytona Beach Shores and Oceans 25, LLC Development Agreement to permit the development of townhomes on the City owned property located at 2900 S. Atlantic Avenue.

SYNOPSIS:

[NOTE: Ordinance 2020-01 has returned to first reading due to substantive changes made in the proposed development agreement [see sections 4(k) and 5(c)]. These changes were precipitated as a result of the developer attempting to address citizen comments, made during and after the January 14, 2020 public hearing, regarding the quality of the proposed product.]

Ordinance 2020-01, if adopted, would approve a development agreement between the City of Daytona Beach Shores and Oceans 25, LLC to permit the development of 25 townhomes on the 2.13 acre City owned property located at 2900 S. Atlantic Avenue. The development agreement addresses property rights and the development concept of the site. If the ordinance is adopted, the applicant will subsequently submit detailed site development plans to the City for review. These site development plans will require public hearings for a recommendation and approval by the Planning and Zoning Board and the City Council, respectively.

FISCAL IMPACT STATEMENT:

This agreement calls for the City to expend up to \$100,000 for the relocation of sewer lines and will be funded from the sewer fund. As part of the economic development incentive program the city will be rebating 10% of the purchase price upon issuance of a certificate of occupancy if the project is completed within two years from the closing date of the purchase and sale of the property. This amount will be \$80,100 and will be funded by the proceeds from the sale of the property.

Currently, this property is not on the tax rolls and generates \$0.00 in ad-valorem tax dollars for the city and the city expends funds to maintain the existing landscaping. Upon completion this property will begin generating tax dollars based upon the appraised values after completion. It is estimated that the these costs will be recouped through the collection of ad-valorem taxes within 6-10 years.

BACKGROUND:

On June 25, 2019 the Daytona Beach Shores City Council approved the issuance of a Request for Proposal (RFP) regarding the purchase and development of the City owned property located at 2900 S. Atlantic Avenue. The sole respondent and awardee, Florida Lifestyle Homes and Land, Inc., has since formed Oceans 25, LLC to develop the site per the RFP. On November 12, 2019 Oceans 25, LLC and the City entered into a Purchase and Sale Agreement regarding the property in question.

The subject property is currently zoned Mixed Use District and approved for a 50ft high 60-unit condo development with 11,400sf of commercial space. Therefore, a development agreement is necessary to permit the development of the proposed 25 townhome development. If adopted, Ordinance 2020-01 would approve the proposed development agreement and permit the development in question.

The development agreement is for a two year period, however, the developer anticipates acquiring the Final Certificate of Occupancy (CO) within nine (9) months after closing on the purchase of the property. Among other things, the development agreement also provides for the following:

1. Sec. 4(f): Three (3) deviations are granted: (i) front yard setback of 15 ft on S. Atlantic Avenue and Oceans West Boulevard and 10 feet on Ridge Road in lieu of the Mixed Use District required 30 ft; (ii) no commercial component as required by the Mixed Use District; and (iii) No loading zone as required by the Land Development Code.
2. Sec. 4(g): A limitation of 25 townhomes for construction on the site.
3. Sec. 4(h), A deed restriction requirement and covenant limiting the use of the property solely for townhome use.
4. Sec. 4(k), Ancillary improvements such as roof overhangs, patios, balconies, etc, are permitted in the building setback areas.
5. Sec. 5(b): The City shall provide \$100,000 in escrow for the developer to utilize in the relocation of City sewer utilities on the property.
5. Sec. 5(c): The City shall grant the developer a purchase price rebate of 10% pursuant to the City's economic Development Incentive Program in the amount of \$80,100 at the issuance of the Final CO so long as the Final CO of the 25th townhome is obtained within two (2) years of closing.
6. Sec. 5(d): The developer shall grant underground utility and access easement for all water and sewer facilities.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2020-01 as presented.

SUGGESTED MOTION:

A City Council member may move as follows:

1. "I move to approve of Ordinance 2020-01 as presented"

OR

2. "I move to approve of Ordinance 2020-01 with the following conditions..."

OR

3. "I move to deny Ordinance 2020-01 on the basis of the following "

- ATTACHMENT:**
1. Ordinance 2020-01-Oceans 25 DA-CC2
 2. Development Agreement 021320-Revised-2-14-20
 3. DA EXHIBITS-2-19-20

ORDINANCE 2020-01

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO APPROVAL OF A DEVELOPMENT AGREEMENT PERTAINING TO PROPERTY OWNED BY OCEANS 25, LLC IN ACCORDANCE WITH THE PROVISIONS OF THE “FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT” AS SET FORTH AT SECTIONS 163.3220 - 163.3243, *FLORIDA STATUTES*; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR A SAVINGS PROVISION AND THE EFFECT OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Oceans 25, LLC and the City of Daytona Beach Shores have considered and processed and the City Council of the City of Daytona Beach Shores hereby approves and enacts the Development Agreement, as set forth in the Exhibit to this Ordinance (which Exhibit is incorporated herein by this reference thereto as if fully set forth herein verbatim), all of said actions occurring pursuant to the *Florida Local Government Development Agreement Act* as set forth at Sections 163.3220 through 163.3243, *Florida Statutes*; and

WHEREAS, Patrick Sullivan and William Humbert are the managers of Oceans 25, LLC; and

WHEREAS, the City of Daytona Beach Shores and Oceans 25, LLC have complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

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

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

(a). The City Council of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance the City staff report and City Council agenda memorandum relating to the application relating to the proposed land use approvals and authorization of zoning entitlements pertaining to the property referenced in the Development Agreement as well as the recitals (whereas clauses) to this Ordinance.

(b). The findings of the provisions of the subject Development Agreement between the City of Daytona Beach Shores and Oceans 25, LLC are hereby adopted, ratified and affirmed.

SECTION TWO: APPROVAL AND ENACTMENT OF DEVELOPMENT AGREEMENT.

The Development Agreement between the City of Daytona Beach Shores and Oceans 25, LLC as set forth in the Exhibit to this Ordinance is hereby approved and enacted. The said Exhibit attached to this Ordinance is hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance

SECTION THREE: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores relating to the regulation of lands and development activities within the City including, but not limited to, the property which is the subject of the Development Agreement between the City of Daytona Beach Shores and Oceans 25, LLC as set forth in the Exhibit to this Ordinance, and involving the subject property, are hereby ratified and affirmed.

SECTION FOUR: CODIFICATION AND IMPLEMENTATION; SCRIVENER'S ERRORS.

- (a). The provisions of this Ordinance shall be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida*.
- (b). The City Manager, or designee(s), is hereby authorized to take any and all actions necessary to implement the provisions of this Ordinance.
- (c). The City Attorney shall assist the City Manager in the implementation of this Ordinance as may be necessary and required.
- (d). The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the Code codifier.
- (e). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION FIVE: CONFLICTS.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

SECTION SIX: SEVERABILITY.

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

SECTION SEVEN: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon closing of the subject property and the full transfer of ownership from the City of Daytona Beach Shores to Oceans 25, LLC.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY J. MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form:

RAYMOND J. BRANCH, CITY ATTORNEY

Passed on first reading this ___ day of _____, 2020.

Enacted on second reading this ___ day of _____, 2020.

DEVELOPER SIGNATURE BLOCK FOLLOWS:

PLENARY CONCURRENCE OF DEVELOPER

The undersigned developer concurs in each and every respect to the provisions of the subject amendment to the subject Development Agreement and the provisions of this Ordinance.

OCEANS 25, LLC, a Florida limited liability company.

Patrick Sullivan

Date: _____, 2020

William Humbert

Date: _____, 2020

WITNESSES:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

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 R. Galbreath and Shannon M. Galbreath, and they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and they are personally known to me or provided _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2020.

(Affix Notary Seal)

Notary Public; State of Florida

Print Name: _____

Prepared by:

Jeffrey P. Brock, Esquire
Smith Bigman Brock, P.A.
444 Seabreeze Blvd.
Suite 900
Daytona Beach, Florida 32118

Return To:

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

Tax Parcel Identification Number: 532706040020 (Altkey: 5085317).

**OCEANS 25, LLC/CITY OF DAYTONA BEACH SHORES
DEVELOPMENT AGREEMENT
PROPERTY PERTAINING TO 2900 SOUTH ATLANTIC AVENUE**

THIS DEVELOPMENT AGREEMENT is made and entered into on the Effective Date described below, between Oceans 25, LLC, a Florida limited liability company, registered and authorized to conduct business in the State of Florida, whose principal address is 1757 North Nova Road, #108G, Holly Hill, Florida 32117 and whose mailing address is Post Office Box 227, Daytona Beach, Florida 32115, to be legal and equitable owner (under a separate purchase and sale agreement between the parties), hereinafter referred to as the "PROPERTY OWNER", and the City of Daytona Beach Shores, Florida, a municipal corporation of the State of Florida, holding tax exempt status, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, the PROPERTY OWNER is the future owner of real property located at 2900 South Atlantic Avenue in Daytona Beach Shores (Exhibit "A") (referred to from time-to-time as the "premises" in this Development Agreement and which is the subject of the conceptual site plan referenced herein and attached as Exhibit "B" to this Development Agreement) and, further, which property is currently owned by the CITY; and

WHEREAS, the PROPERTY OWNER and the CITY have a great interest in developing a high quality residential development to benefit the economy and well-being of the CITY as a general matter; and

WHEREAS, the CITY desires to provide economic and other benefits to the citizens of the CITY in order that they may continue to enjoy a high quality of life within a well-planned community; and

WHEREAS, Section 163.3202, *Florida Statutes*, provides that the CITY shall adopt and enforce land development regulations for the purpose of implementing its *Comprehensive Plan* and protecting the public health, safety,

and general welfare; and

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

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

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

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

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

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

WHEREAS, the enactment of development agreements by ordinance results in the enactment of the development agreement effectuating and memorializing the zoning and land use entitlements of the property which is the subject of each development agreement; and

WHEREAS, the City Council of the CITY has enacted a series of economic incentive programs which programs are summarized as follows:

A. LAND PURCHASE ECONOMIC DEVELOPMENT PROGRAM:

To encourage the renovation, development, redevelopment and productive use of lands and buildings within the City, the City Council may enter development agreements, which may relate to either City-owned or non-City-owned real property and provide the purchaser of the land with a grant of up to a 10% of the purchase price to allow the purchaser to use the funds to assist in the development of the real property or in order to assist in the build out of the property in a high quality plan of development.

B. ECONOMIC DEVELOPMENT COMMERCIAL LEASE SUBSIDY PROGRAM:

This Program will provide a subsidy, under appropriate circumstances, to subsidize leases relating to new businesses within the City over a 3 year period of time in order to assist selected businesses to commence economic activity and remain a going concern. Leases may be subsidized up to 30% for the first year of the lease, up to 20% for the second year of the lease, and up to 10% for the third year of the lease: Existing businesses which desire to relocate to a larger space in the City which relocation will result in enhanced business operations or employment and businesses which extend a lease for a longer term of at least 3 years when the extension will result in enhanced business operations or employment shall also be eligible for the same benefits. The total amount of this incentive may not exceed \$20,000.00.

C. ALTERNATIVE GRANT PROGRAM:

In the event that an owner of real property has engaged in or entered a business relationship in a manner which the City determines is not conducive to a lease subsidy being granted by the City, the City may enter grant agreements with such applicants such as, by way of example, facade or beautification grant agreements; provided that the City is attaining substantially or more of the same economic and other benefits that are substantially the same or greater than that the City would enjoy under a lease subsidy award. Such grants may be awarded under conditions that address the unique nature of the business arrangement within which context the real property is held or the business operated. The total amount of the grant under an agreement may not exceed \$20,000.00.

D. BUSINESS LOYALTY PROGRAM:

The owner of an eligible business may receive a reimbursement of part of its certificate of use fee and a reduction in its local business tax for a period of time.

E. ALTERNATIVE TAX RELIEF PROGRAM:

The owner of real property may receive a negotiated amount of refunds of City fees and ad valorem taxes for a negotiated period of time.

; and

WHEREAS, the City staff must conclude and advise the City Council of the CITY that any of the aforementioned proposed economic incentives are compliant with the ordinances that the City Council has enacted after due and required vetting and analysis; and

WHEREAS, Section 166.021(8),) *Florida Statutes*, with particular emphasis on the **emphasized text**, provides as follows:

(8) (a) The Legislature finds and declares that this state faces increasing competition from other states and other countries for the location and retention of private enterprises within its borders. Furthermore, the Legislature finds that there is a need to enhance and expand economic activity in the municipalities of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and

stable economy in the state, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state. The Legislature declares that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state.

(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of this subsection.

(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.

(d) A contract between the governing body of a municipality or other entity engaged in economic development activities on behalf of the municipality and an economic development agency must require the agency or entity receiving municipal funds to submit a report to the governing body of the municipality detailing how the municipal funds are spent and detailing the results of the economic development agency's or entity's efforts on behalf of the municipality. By January 15, 2011, and annually thereafter, the municipality shall file a copy of the report with the Office of Economic and Demographic Research and post a copy of the report on the municipality's website.

(e)1. By January 15, 2011, and annually thereafter, each municipality having annual revenues or expenditures greater than \$250,000 shall report to the Office of Economic and Demographic Research the economic development incentives in excess of \$25,000 given to any business during the municipality's previous fiscal year. The Office of Economic and Demographic Research shall compile the information from the municipalities into a report and provide the report to

the President of the Senate, the Speaker of the House of Representatives, and the Department of Economic Opportunity. Economic development incentives include:

a. Direct financial incentives of monetary assistance provided to a business from the municipality or through an organization authorized by the municipality. Such incentives include, but are not limited to, grants, loans, equity investments, loan insurance and guarantees, and training subsidies.

b. Indirect incentives in the form of grants and loans provided to businesses and community organizations that provide support to businesses or promote business investment or development.

c. Fee-based or tax-based incentives, including, but not limited to, credits, refunds, exemptions, and property tax abatement or assessment reductions.

d. Below-market rate leases or deeds for real property.

2. A municipality shall report its economic development incentives in the format specified by the Office of Economic and Demographic Research.

3. The Office of Economic and Demographic Research shall compile the economic development incentives provided by each municipality in a manner that shows the total of each class of economic development incentives provided by each municipality and all municipalities.

(f) This subsection does not limit the home rule powers granted by the State Constitution to municipalities.

; and

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

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

WHEREAS, the City Council of the CITY hereby finds and concludes that the provisions of this Development Agreement are consistent with the CITY's *Comprehensive Plan* and will result in the provision of enhanced economic development within the CITY and is consistent with the general purpose and intent of the land development regulations of the CITY and no amendments are required to the CITY's *Comprehensive Plan* or land development regulations in order to approve the development set forth in this Development Agreement; and

WHEREAS, the PROPERTY OWNER and the CITY have complied with all requirements and procedures of Florida law in processing and advertising this Development Agreement; and

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

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

SECTION 1. RECITALS/FINDINGS.

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

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

SECTION 2. PREMISES.

(a). The PROPERTY OWNER hereby designates, and the CITY hereby accepts, the following described tract of real property as the legal description for the premises for the purposes of this Development Agreement:

(LEGAL DESCRIPTION) – See attached Exhibit “A”.

(b). The legal entity having legal or equitable ownership of the premises is the PROPERTY OWNER as the contract purchaser of the CITY-owned property.

SECTION 3. SITE , ELEVATIONS, LANDSCAPINB PLANS FOR DEVELOPMENT.

The attached conceptual site plan for development of the premises (Exhibit “B”); elevations plans (Exhibit C) and conceptual landscaping plans (Exhibit D) are hereby approved by the terms and conditions of this Development Agreement.

SECTION 4. TERMS AND CONDITIONS RELATIVE TO THE

PREMISES.

(a). In addition to all other covenants, obligations, duties and responsibilities set forth herein, the PROPERTY OWNER is approved for the following development on the premises in accordance with the conceptual site plan for development of the premises (Exhibit "B").

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

(c). The public facilities that will service the development of the premises shall continue as the premises are currently served. All necessary public facilities shall be available concurrent with the impacts of the development.

(d). The public purposes and benefits that are derived and provided by the development of the premises as set forth in this Development Agreement include the enhancement of the City's ad valorem tax base by placing tax exempt property into economic use. Further, sale of City-owned real property shall provide necessary funding for the economic development programs of the City. Moreover, the increased residents of the CITY resulting from the economic activity and residential development set forth in this Development Agreement shall assist in the development of the critical population and resident mass that will act as a catalyst for future successful economic activity and development within the CITY.

(e). All development permits normatively needed to be approved for the development of the premises shall be subject to the review and approval processes during the course of the development of the premises; provided, however, that, it is noted that no *Comprehensive Plan* amendments or changes in land use designations or changes in zoning classifications/districts assigned to property are necessitated by the development approved for the premises nor any required submissions to or approvals from Volusia County; the State of Florida (departments of Economic Opportunity, Environmental Protection, Transportation, or such other department or agency of the State as may be applicable); the United States Army Corps of Engineers; the St. Johns River Water Management District; the United States Environmental Protection Agency or any other Federal departments or agencies with competent jurisdiction over any aspect of the approved development, but such requirements are not precluded by this Development Agreement and the parties recognize and agree that the CITY is adhering to the provisions of Section 166.033, *Florida Statutes*.

(f). The deviations as set forth below for the proposed development of

the premises in accordance with Exhibit "B" have been granted by the CITY with regard to the provisions of the CITY's land development regulations and the City agrees to the development of the premises associated with the plan of development set forth in this Development Agreement.

- (i) Front Yard Setback of 15 ft. on S. Atlantic Avenue and Oceans West Boulevard and 10 feet on Ridge Road (vs 30 feet required by CITY's land development regulations).
- (ii) No commercial component to the proposed residential use (vs. MXD (Mixed Use District) requiring a commercial component).
- (iii) No loading zone (vs. 40ft x 12 ft. loading zone required by CITY land development regulations)

(g). Notwithstanding the plan of development set forth in the conceptual site plan for development of the premises (Exhibit "B"), the maximum number of townhomes that may be constructed on the premises shall be 25.

(h). The maximum number of townhomes (25) shall be implemented as a deed restriction and a covenant that runs with and burdens the premises and the use as townhome development shall also be a limiting deed restriction that shall be implemented during the course of the closing of the purchase and sale transaction.

(i). The parties recognize that it is the intent of the PROPERTY OWNER to obtain the final certificate of occupancy for the development project contemplated under this Development Agreement no later than 9 months following the Closing of the purchase and sale of the premises.

(j). Prior to the issuance of the first certificate of occupancy the PROPERTY OWNER shall have established in accordance with controlling law, as to the reasonable satisfaction of the CITY, a mandatory homeowners association to manage and maintain common areas and matters of a similar nature.

(k) Notwithstanding the setbacks set forth above, ancillary improvements to the townhomes may encroach into the building setback areas. Ancillary improvements shall include roof overhangs, balconies, patios, porches, fences, walls, landscaping, irrigation, and utilities.

SECTION 5. ECONOMIC DEVELOPMENT INCENTIVES AND PROPERTY OWNER CONTRIBUTIONS.

(a). The CITY has agreed to sell the premises, which is currently CITY-owned property for a sum substantially less than the appraised value of the property under the provisions of the purchase and sale agreement.

(b). The parties acknowledge that there are sewer utility facilities located on the premises (a force main, etc.) and the costs for such work shall be borne by the CITY, but shall be made a part of the PROPERTY OWNER's program of development. The payment shall be made from funds from the Closing which occurs from the purchase and sale of the premises. The sum of \$100,000.00 shall be deposited by the City with the Closing Agent at closing be held by the Closing Agent, acting as Escrow Agent (said sum representing the estimated costs of utility relocation plus a 10% contingency amount). Upon work being accomplished, the PROPERTY OWNER shall receive draws from the withheld amount to pay for contractor charges to accomplish the utility relocation. The stated sum shall be a not-to-exceed amount payable for the work by the CITY. Any balance remaining in escrow upon the completion of the relocation shall be delivered by escrow agent to the City.

(c). With regard to benefits paid by the CITY to the PROPERTY OWNER under the CITY's economic development incentive programs, the CITY agrees as follows: The PROPERTY OWNER will receive a 10% reimbursement of \$80,100.00 for the purchase of the subject CITY-owned property at the issuance of a certificate of occupancy for the 25th townhome certificate of occupancy as contemplated under the plan of development authorized under this Development Agreement so long such 25th townhome certificate of occupancy is issued within two (2) years from the date of Closing of the purchase and sale of the premises by the Owner from the City.

(d) The PROPERTY OWNER shall grant to the CITY at no cost a underground utility and access easement over all water and sewer facilities located on the premises.

SECTION 6. REASONABLE APPROVAL.

In those instances in this Development Agreement in which a party's approval, consent or satisfaction is required, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame. The City shall waive all City impact fees, application fees, and review fees for the development of the premises and shall expedite all review.

SECTION 7. REMEDIES.

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

SECTION 8. TIME IS OF THE ESSENCE.

Time is of the essence of the lawful performance of the duties and obligations contained in this Development Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Development Agreement.

SECTION 9. HEADINGS/CAPTIONS.

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

SECTION 10. FORCE MAJEURE.

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

SECTION 11. DEVELOPMENT AGREEMENT BINDING; RUNS WITH THE LAND.

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

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

SECTION 12. EXHIBITS.

All exhibits to this Development Agreement are hereby incorporated into this Development Agreement by this reference thereto.

Exhibit A - Survey and Legal Description of the Premises
Exhibit B - Conceptual Development Plan
Exhibit C - Elevations
Exhibit D - Landscaping Plan

SECTION 13. PUBLIC RECORDS.

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

(b). **IF THE PROPERTY OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE PROPERTY OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS; CHERI SCHWAB, CITY CLERK, (386) 763-5353, CSCHWAB@CITYOFDBS.ORG, 2990 SOUTH ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118.**

SECTION 14. EQUAL OPPORTUNITY.

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

SECTION 15. CONFLICT OF INTEREST.

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

SECTION 16. COMPLIANCE WITH LAWS AND REGULATIONS.

In performing pursuant to this Development Agreement, the PROPERTY OWNER shall abide by all statutes, ordinances, rules, and regulations pertaining

to, regulating the acts contemplated to be performed herein, including those now in effect and hereafter adopted. This provision shall include, but not be limited to, the provisions of the CITY's land development regulations and the codes and ordinances of the CITY. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Development Agreement.

SECTION 17. NOTICES.

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

For the CITY:

Mr. Mike Booker
City Manager
City of Daytona Beach Shores
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32771

For the PROPERTY OWNER:

Oceans 25, LLC
Attn.: Patrick E. Sullivan
1757 North Nova Road
#108G
Holly Hill, Florida 32117

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

SECTION 18. INTERPRETATION; APPLICABLE LAW; VENUE.

The laws of the State of Florida shall govern this Development Agreement. Any legal action necessary arising out of the Development Agreement will have its venue in Volusia County and the Development Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof. Waiver of a default shall not be deemed a waiver of any subsequent defaults. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs. The specific provisions of this Development Agreement shall prevail

over the generality of the foregoing. In any action or proceeding required to enforce or interpret the terms of this Development Agreement, venue shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 19. CONSTRUCTION OR INTERPRETATION OF THE DEVELOPMENT AGREEMENT.

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

SECTION 20. ENTIRE DEVELOPMENT AGREEMENT/MODIFICATION.

- (a) This Development Agreement constitutes the complete, integrated and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, contracts or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein. This Development Agreement may not be amended, changed, or modified and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith and signed by all parties to this Development Agreement.
- (b) If the City Council of the CITY finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Development Agreement, this Development Agreement may be revoked or modified by the City Council upon affording the PROPERTY OWNER administrative due process rights in accordance with controlling law.
- (c) A substantial modification of this Development Agreement shall require approval by the City Council in accordance with the procedures set forth in Chapter 15, Appendix "G", Land Development Code, Code of Ordinances of the City of Daytona Beach Shores. This Development Agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest; provided, however, that a substantial modification of this Development Agreement shall require approval by the City Council in accordance with the procedures set forth in Chapter 15, Appendix "G", *Land Development Code, Code of Ordinances of the City of Daytona Beach Shores*. Substantial modification shall mean any modification that is inconsistent

with the substantial compliance definition contained in Sec. 202 of the City's LDC.

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

SECTION 21. THIRD PARTY BENEFICIARIES/TRANSFERABILITY.

- (a) The CITY shall not be liable to any person, firm or corporation who contracts with or provides goods or services to the PROPERTY OWNER in connection with services provided by the PROPERTY OWNER to the CITY; and there is no contractual relationship, either expressed or implied, between the CITY and any other person, firm, or corporation supplying any work, labor, services, goods or materials to the PROPERTY OWNER as a result of its services to the CITY hereunder. This Development Agreement is solely for the benefit of the formal parties to this Development Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any other third party not a formal party hereto. Nothing in this Development Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Development Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns as set forth herein.
- (b) This Development Agreement is transferable. However, so long as the land or structure or any portion thereof covered under this Development Agreement continues to be used for the purposes for which it was issued, then no person (including successors and assigns of the person(s) or entity(ies) who obtained this Development Agreement or land which is the subject of this Development Agreement) may make use of the land except in accordance with the conditions and requirements of this Development Agreement. The provisions of this Development Agreement run with and burden the real property to which it relates until release or amended in accordance with formal action of the CITY.

SECTION 22. ATTORNEYS FEES AND COSTS.

In the event of any action to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal.

SECTION 23. SEVERABILITY.

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

SECTION 24. EFFECTIVE DATE/TERMINATION; PERIODIC REVIEW OF DEVELOPMENT AGREEMENT.

- (a) This Development Agreement shall take effect on the date that this Development Agreement is fully executed by the parties and is recorded in the Official Records (Land Records) of Volusia County, Florida.
- (b) This Development Agreement shall be in effect for a period of twenty-four (24) months, but may be extended by mutual consent of the CITY and the PROPERTY OWNER. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of said Development Agreement; provided, however, that the CITY has concluded that the vested rights of the PROPERTY OWNER and the investment backed expectations of the PROPERTY OWNER warrant a renewal and continuation of the development approved for the premises herein.
- (c) Prior to the completion of the project and at the issuance of a certificate of occupancy by the CITY, the CITY may review this Development Agreement as well as at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of the Development Agreement.

SECTION 25. COUNTERPARTS.

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

SIGNATURE PAGES FOLLOW:

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

Attest:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy J. Miller, Mayor

Date: _____

Michael T. Booker, City Manager

Approved as to form and legality:

Raymond J. Branck, City Attorney

ADDITIONAL SIGNATURE PAGE FOLLOWS:

Witnesses:

OCEANS 25, LLC, a Florida limited liability company

By: _____
Patrick E. Sullivan
Manager

Printed Name

Printed Name

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 Patrick E. Sullivan, acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and they are personally known to me or provided _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2020.

(Affix Notary Seal)

Notary Public; State of Florida
Print name: _____

{Legal Description and Boundary Survey}



Exhibit B
{conceptual plan}

Exhibit C
{Elevations}

Exhibit D
{Conceptual Landscaping Plan}

PART OF BLOCKS D AND E, MCELROYS BELLEVIEW SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 98, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF MCELROYS BELLEVIEW WITH THE EASTERLY LINE OF SOUTH PENINSULA DRIVE, AN 80 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED; THENCE NORTH 89°33'11" EAST ALONG THE NORTHERLY LINE OF THE AFORESAID MCELROYS BELLEVIEW A DISTANCE OF 951.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°33'11" EAST ALONG SAID NORTHERLY LINE OF MCELROYS BELLEVIEW A DISTANCE OF 165.72 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF SOUTH ATLANTIC AVENUE, AN 80 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1349.46 FEET, AND A CENTRAL ANGLE OF 10°26'41", AN ARC LENGTH OF 246.00 FEET, AND A CHORD DISTANCE OF 245.66 FEET, BEARING SOUTH 37°35'54" WEST, TO A POINT OF REVERSE CURVATURE CONCAVE NORTHWESTERLY; SAID POINT BEING THE INTERSECTION OF THE AFORESAID WESTERLY RIGHT-OF-WAY OF SOUTH ATLANTIC AVENUE AND THE NORTHERLY RIGHT-OF-WAY OF OCEANS WEST BLVD., A 70 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT OF OCEANS WEST, A PLANNED UNIT DEVELOPMENT; AS RECORDED IN MAP BOOK 38, PAGE 67, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID CURVE AND NORTHERLY RIGHT-OF-WAY TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 114°53'36", AN ARC LENGTH OF 50.13 FEET, AND A CHORD DISTANCE OF 42.14 FEET, SOUTH 13°42'12" EAST, TO A POINT OF COMPOUND CURVATURE CONCAVE NORTHERLY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 18°24'11", AN ARC LENGTH OF 20.88 FEET, AND A CHORD DISTANCE OF 20.79 FEET, SOUTH 80°21'06" WEST TO THE POINT OF TANGENCY; THENCE SOUTH 89°33'11" WEST ALONG AFORESAID NORTHERLY RIGHT-OF-WAY 294.31 FEET TO A POINT OF CURVATURE CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE AND AFORESAID NORTHERLY RIGHT-OF-WAY SAID CURVE HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 63°47'22", AN ARC LENGTH OF 139.17 FEET TO A POINT ON THE EASTERLY LINE OF OCEANS WEST, A PLANNED UNIT DEVELOPMENT AFORESAID; THENCE NORTH 27°22'EAST ALONG SAID EASTERLY LINE OF OCEANS WEST 162.05 FEET, THENCE NORTH 49°29'36" EAST, A DISTANCE OF 256.83 FEET TO THE NORTHERLY LINE OF MCELROYS BELLEVIEW, AFORESAID, AND THE POINT OF BEGINNING.

CONTAINS 2.13 ACRES MORE OR LESS.

EXHIBIT A - LEGAL DESCRIPTION

PROJECT: OCEANS 25

SCALE: NONE

FILE: 894-BASE 4

DATE: 12/18/19

THE PERFORMANCE GROUP

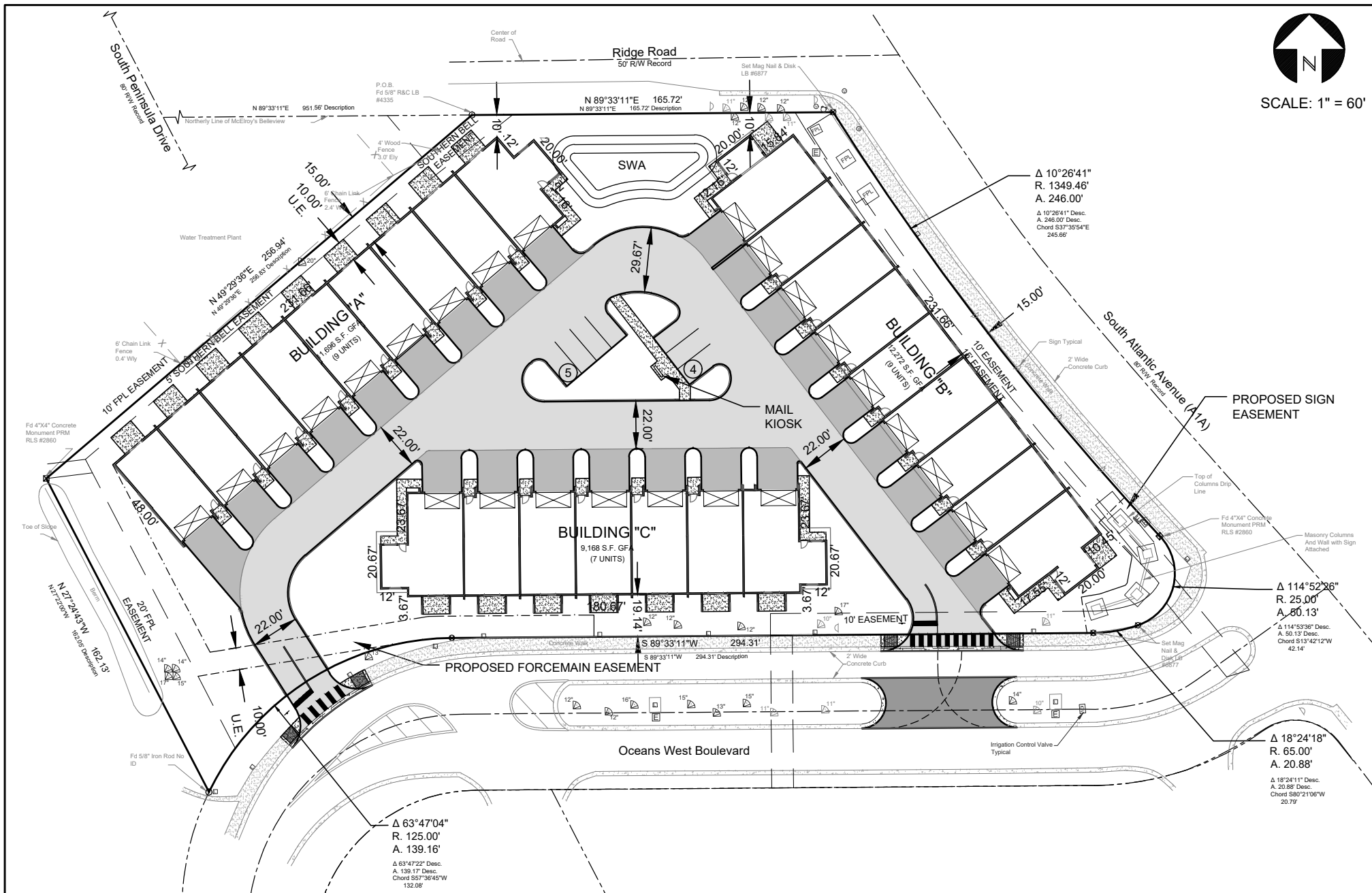
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120



SCALE: 1" = 60'



NO.	DATE	REVISION

EXHIBIT B - OVERALL DEVELOPMENT PLAN

PROJECT: OCEANS 25

FILE: 894-BASE 4

SCALE: 1"=60'

DATE: 12/18/19; 2/17/20

THE PERFORMANCE GROUP

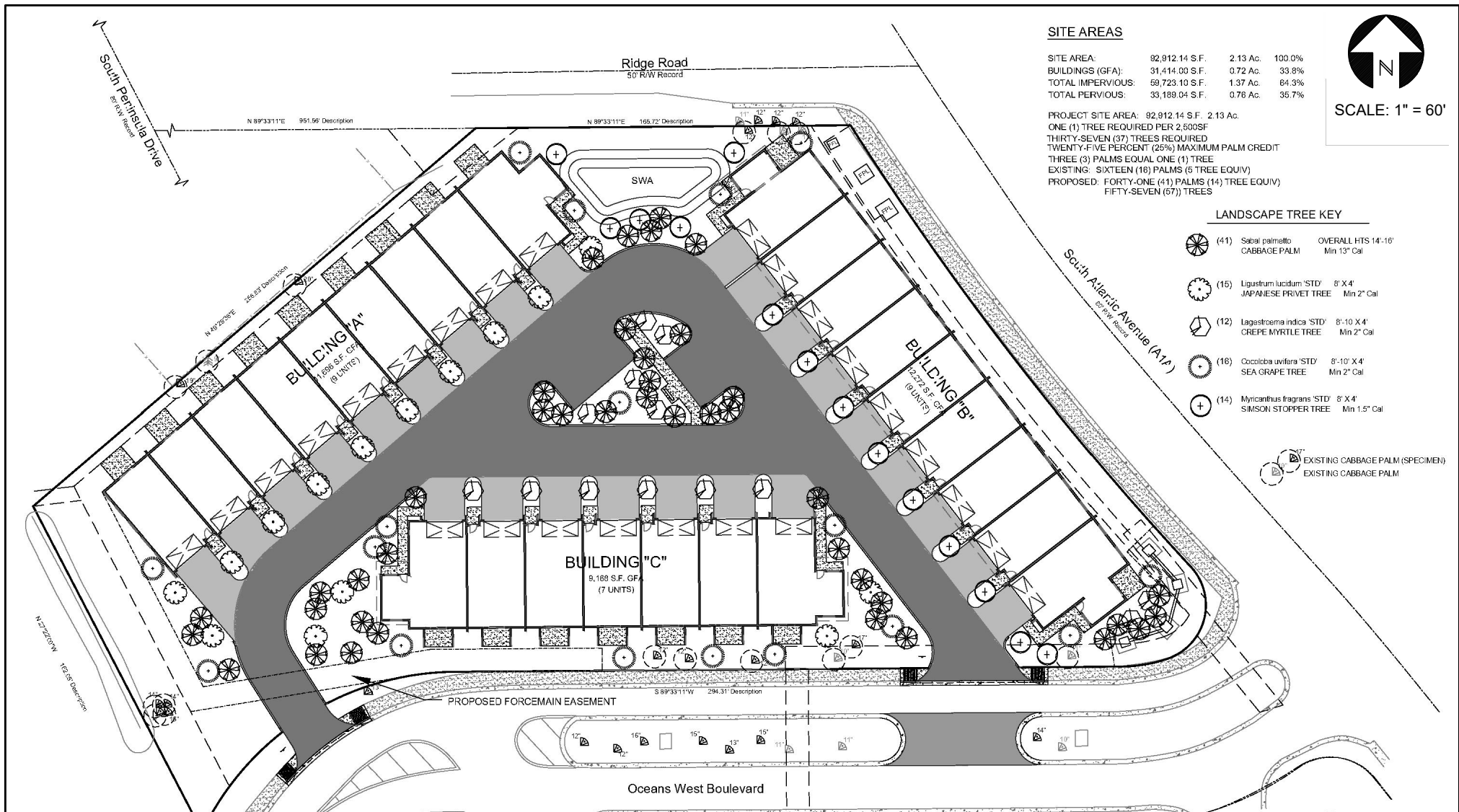
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120



NO.	DATE	REVISION	EXHIBIT C - SAMPLE ELEVATION		THE PERFORMANCE GROUP CIVIL ENGINEERING / PLANNING / DEVELOPMENT  JOSEPH H. HOPKINS, P.E. NO. 48059 100 MARINA POINT DR., DAYTONA BEACH, FL. 32114 TELEPHONE: (386) 239-7166 FAX: (386) 239-7120
			PROJECT: OCEANS 25	SCALE: NONE	
			FILE: 894-BASE 4	DATE: 12/18/19; 2/17/20	



THE STERN DESIGN GROUP, P.A.
Landscape Architects Land Planners

THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

NO.	DATE	REVISION

EXHIBIT D - LANDSCAPING

PROJECT: OCEANS 25

SCALE: 1"=60'

FILE: 894-BASE 4

DATE: 12/18/19; 2/18/20



CITY COUNCIL AGENDA MEMORANDUM FEBRUARY 25, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Ordinance 2020-04: Amending the Daytona Beach Shores Land Development Code tree removal exemption provisions for consistency with Sec. 163.045, *Florida Statutes*.

SYNOPSIS:

Removing a tree within the City of Daytona Beach Shores generally requires a tree removal City permit with a few exceptions, including, but not limited to, single-family residential lots. Last year the State of Florida enacted Section 163.045, Florida Statutes (**Exhibit A**). This statute exempts all residential lots, including multifamily and planned unit development (PUD) properties, from needing a permit for tree removal, providing documentation from a certified arborist or landscape architect is obtained by the property owner. In addition, the statute exempts the property owner from having to replant the removed tree. The City is obliged to amend its tree removal regulations accordingly.

FISCAL IMPACT STATEMENT:

The anticipated fiscal impact will be minimal.

BACKGROUND:

A. BACKGROUND

All local government law is required to be consistent with Florida and Federal Law. The recently enacted Florida Statute, Sec. 163.045, requires the City to amend its Land Development Code accordingly. The proposed amendment language is below and contained in the ordinance attached (**Exhibit B**). Please note underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text and strikethrough shall constitute deletions to the original text.

CHAPTER 14. – Zoning Regulations

Sec. 14-46. - Landscaping standards.

14-46.10. Exemptions.

Notwithstanding any other provision of this article to the contrary, any person may cut down, destroy or replace or authorize removal of one (1) or more trees, whose trunks lie wholly within the boundaries of property owned by said person without obtaining a tree removal permit from the City of Daytona Beach Shores in accordance with the following:

1. Said property is zoned by the City of Daytona Beach Shores for single-family use and a single-family dwelling is located on said property and it is owner occupied, providing the minimum landscaping and tree requirement standards of this Land Development Code are met, or
2. Said property contains trees which may have been determined by the City of Daytona Beach Shores to be deteriorated as a result of age, hurricane, storms, fire, freeze, disease, lightning or other Acts of God, or
3. Said property is within an existing public or private right-of-way or maintenance easement and contains trees which must be removed or thinned to insure the safety of the motoring public and to maintain visibility of oncoming traffic at intersecting public streets or such other trees which may disrupt public utilities, such as powerlines, drainage ways or similar public needs. Provided, however, as may be determined by the local government, specimen trees in public or private rights-of-way or utility easements may only be removed upon the issuance of a tree removal permit. Said tree so removed shall be replaced with a replacement tree and the location of said replacement tree shall be as determined by the City of Daytona Beach Shores, or
4. Said property contains trees which are planted and grown for sale to the general public or some public purposes. All licensed plant or tree nurseries and botanical gardens are included in this exemption., or
5. Historic trees shall only be removed upon approval of a tree permit granted by the city council., or
6. On residential properties wherein the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that a tree or palm, eight (8) feet or taller in height, presents a danger to persons or property. Evidence of said documentation shall be presented to the City upon request by the City. In the absence of the requisite documentation the City's Land Development Code regulations shall apply. Pursuant to Sec. 163.045(2), F.S., properties qualifying for this exemption are not required to replant the removed tree or palm.

B. ANALYSIS/IMPACTS

The exemption granted under the statute may have had the opportunity for widespread and acute abuse because the statute does not require presenting proof of the requisite documentation to the City. However, the proposed ordinance ensures that the City can request the requisite documentation and in the absence of such, the City's Land Development Code and legal remedies apply.

It should be noted the conversation surrounding the passage of the statute in question focused on

risky or unsafe trees that posed a threat to person or property. However, not all certified arborist and landscape architects are trained and certified in tree removal risk management. Therefore, there is still a potential for abuse by unscrupulous professionals.

LEGAL REVIEW:

RECOMMENDATION:

On February 10, 2020 the Daytona Beach Shores Planning and Zoning Board unanimously recommended approval of Ordinance 2020-04 as presented.

Staff recommends approval of Ordinance 2020-04 as presented.

SUGGESTED MOTION:

A City Council Member may motion one of the following:

1. "I move to approve Ordinance 2020-04 as presented"

OR

2. "I move to deny Ordinance 2020-04 on the basis of..."

OR

3. "I move to approve Ordinance 2020-04 with the following conditions."

ATTACHMENT:

1. Exhibit A-Sec163.045-FS
2. Exhibit B-Ordinance 2020-04-Tree Removal Exemption

Select Year: 2019

The 2019 Florida Statutes

Title XI	Chapter 163	View Entire Chapter
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	INTERGOVERNMENTAL PROGRAMS	

163.045 Tree pruning, trimming, or removal on residential property.—

(1) A local government may not require a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on residential property if the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property.

(2) A local government may not require a property owner to replant a tree that was pruned, trimmed, or removed in accordance with this section.

(3) This section does not apply to the exercise of specifically delegated authority for mangrove protection pursuant to ss. [403.9321-403.9333](#).

History.—s. 1, ch. 2019-155.

Copyright © 1995-2020 The Florida Legislature • [Privacy Statement](#) • [Contact Us](#)

ORDINANCE 2020-04

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, AMENDING THE *MUNICIPAL CODE OF ORDINANCES, LAND DEVELOPMENT CODE*; AMENDING APPENDIX “G”, CHAPTER 14 ENTITLED “ZONING REGULATIONS,” BY AMENDING SECTION 14-46 ENTITLED “LANDSCAPING STANDARDS,” AMENDING THE CITY’S TREE REMOVAL EXEMPTION PROVISIONS CONSISTENT WITH SECTION 163.045, *FLORIDA STATUTES*; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, among other things, the purpose and intent of the Daytona Beach Shores Landscaping Standards is to “promote innovative and cost-conscious approaches to the design, installation and maintenance of landscaping, and encourage water and energy conservation;” and

WHEREAS, Sec. 163.045(1), *Florida Statutes*, reads as follows: “A local government may not require a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on residential property if the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property”; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes it is preempted by the State of Florida regarding the subject matter of this ordinance; and

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

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

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

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

SECTION ONE: The City Council of the City of Daytona Beach Shores hereby amends the *Land Development Code*, Chapter 14, Appendix “G”, *Code of Ordinances of the City of Daytona Beach Shores*, entitled “Zoning Regulations,” as follows:

CHAPTER 14. – Zoning Regulations

Sec. 14-46. - Landscaping standards.

14-46.8. Permit Requirements for Tree Removal.

It is hereby unlawful for any person to cut down, move, remove or destroy through damaging or to authorize the same, of any tree or palm eight (8) feet or taller in height as defined in this article (Article II) without first obtaining a tree removal permit from the City of Daytona Beach Shores in accordance with the provisions of this article.

An inspection of related property by authorized building department personnel shall be required to determine compliance with said section 14-46.11, Tree Protection/Minimum Requirements, section 14-46.12, Specimen Tree Protection Survey Requirements and related standards through section 14-46.17, Stop Work Order of said Ordinance 89-7. The tree removal permit fee shall be specified in the current "Daytona Beach Shores Land Development Schedule of Fees," which is available at the office of the city clerk.

14-46.9. Applications, Variances, Appeals and Standards of Review.

The City of Daytona Beach Shores shall provide for applications, variances and appeals procedures in connection with the issuance of said permit in conformity with this article and shall cause the appropriate variance or appeals board to be aware of the standards of review as contained herein. The standards of review of said applications include but are not limited to:

- a. The extent to which the actual intended use of the property requires cutting down or destruction of trees.
- b. The desirability of preserving any tree by reason of its size, age, or some other outstanding quality, such as uniqueness, rarity or status as an historic or specimen tree.
- c. The extent to which the area would be subject to increased water runoff and other environmental degradation due to removal of the trees.
- d. The heightened desirability of preserving or enhancing tree cover in densely developed or densely populated areas.
- e. The need for visual screening in transitional areas, or relief from glare, blight, commercial or industrial unsightliness or any other affront to the visual or aesthetic sense on the area.
- f. The effect that changes in the natural grade will have on the trees to be protected and preserved.

14-46.10. Exemptions.

Notwithstanding any other provision of this article to the contrary, any person may cut down, destroy or replace or authorize removal of one (1) or more trees, whose trunks lie wholly within the boundaries of property owned by said person without obtaining a tree removal permit from the City of Daytona Beach Shores in accordance with the following:

1. Said property is zoned by the City of Daytona Beach Shores for single-family use and a single-family dwelling is located on said property and it is owner occupied, providing the minimum landscaping and tree requirement standards of this Land Development Code are met, or
2. Said property contains trees which may have been determined by the City of Daytona Beach Shores to be deteriorated as a result of age, hurricane, storms, fire, freeze, disease, lightning or other Acts of God, or
3. Said property is within an existing public or private right-of-way or maintenance easement and contains trees which must be removed or thinned to insure the safety of the motoring public and to maintain visibility of oncoming traffic at intersecting public streets or such other trees which may disrupt public utilities, such as powerlines, drainage ways or similar public needs. Provided, however, as may be determined by the local government, specimen trees in public or private rights-of-way or utility easements may only be removed upon the issuance of a tree removal permit. Said tree so removed shall be replaced with a replacement tree and the location of said replacement tree shall be as determined by the City of Daytona Beach Shores, or
4. Said property contains trees which are planted and grown for sale to the general public or some public purposes. All licensed plant or tree nurseries and botanical gardens are included in this exemption, or
5. Historic trees shall only be removed upon approval of a tree permit granted by the city council, or
6. On residential properties wherein the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that a palm eight (8) feet or taller in height, or tree presents a danger to persons or property. Evidence of said documentation shall be presented to the City upon request by the City. In the absence of the requisite documentation the City's Land Development Code regulations shall apply. Pursuant to Sec. 163.045(2), F.S., properties qualifying for this exemption are not required to replant the removed tree or palm.

SECTION TWO: ENFORCEMENT AND PENALTIES.

- (a). It is prohibited and unlawful for any person to fail to comply with the requirements of this Ordinance.
- (b). The City may enforce the provisions of this Ordinance by any lawful means available to the City under the controlling provisions of State law and Section 1.8 of the *Code of Ordinances of the City of Daytona Beach Shores, Florida*.
- (c). The penalties for violation of this Ordinance shall be as set forth in the code enforcement method asserted by the City under the *Code of Ordinances of the City of Daytona Beach Shores, Florida* or as may be available under the controlling provisions of State law.

SECTION THREE: SAVINGS. The prior actions of the City of Daytona Beach Shores relating to landscaping and related standards are hereby ratified and affirmed.

SECTION FOUR: CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida* and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections Two, Three, Four, Five, Six and Seven shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

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

SECTION SEVEN: EFFECTIVE DATE. This Ordinance shall take effect immediately upon enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

RAYMOND BRANCH, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2020.

Adopted on second reading this _____ day of _____, 2020.



CITY COUNCIL AGENDA MEMORANDUM
FEBRUARY 25, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Economic Development Grant Application 12019036: Lynn Jones-Kwik Stop Plaza-3348 S. Atlantic Avenue

SYNOPSIS:

On November 25, 2019, the received economic development grant application 12019036, an application by William Familia, agent for Lynn Jones, owner of the property located at 3348 S. Atlantic Avenue. The application is for an economic development alternative grant that would assist the property owner with the costs associated with repaving and re-striping the property's parking lot and installing new a modern lighting system on the exterior of the plaza building.

FISCAL IMPACT STATEMENT:

This is a budgeted item.

BACKGROUND:

On July 9, 2019 the Daytona Beach Shores City Council approved Ordinance 2019-06, which establishes an Economic Development Commercial lease Subsidy Program. In addition, the ordinance also established an alternative grant, which may be used for renovation, facade, beautification and other improvements.

The owner of the Kwik Stop Plaza located at 3348 S. Atlantic Avenue is applying for an alternative grant to re-asphalt and re-stripe the parking lot with approximately 1,020 square yards of asphalt. The parking lot is currently faded, has potholes and uneven. Re-asphalting and re-striping will address these issues and make the site more visually appealing and safe.

In addition, the owner is proposing to remove and install a new lighting system on the exterior of the building. This program includes replacing the outmoded exterior of fixtures, photocells, wall packs and conduits. The improved lighting will make the overall site a safer place to conduct business.

According to the quotes provided in the application, the total cost of the project would range from

\$14,795 to \$21,353 depending on the contractors selected. Contractor selection is typically a function of availability, cost and other factors.

LEGAL REVIEW:

RECOMMENDATION:

The Economic Development Committee has reviewed the subject application and unanimously recommends approval of Economic Development Grant Application 12019036.

NOTE: The Economic Development Committee has established an internal evaluation criteria and guidelines for recommendations. The guidelines recommend all improvement grants be matching dollar for dollar. If approved, the committee recommends the dollar for dollar match, which equals a payout range of \$7,397.50 to \$10,826.50. The proposed agreement caps the payout at \$20,000 however the reimbursement would be based on actual costs expended within the scope of the project.

SUGGESTED MOTION:

A City Council member may move as follows:

1. "I move to approve Economic Development Grant Application 12019036 and its accompanying grant agreement as presented."

OR

2. "I move to approve Economic Development Grant Application 12019036 and its accompanying grant agreement with the following conditions..."

OR

3. "I move to deny the application and its accompanying grant agreement on the basis of the following..."

- ATTACHMENT:**
1. Alternative Grant Application 12019036-3348 S. Atlantic Avenue-Lynn Jones-Kwik Stop Plaza
 2. Grant Agreement-Lynn Jones-Kwik Stop Plaza-3348 S. Atlantic Ave

12019036

491816
RECEIVED

NOV 25 2019

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

RECEIVED

NOV 25 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: *William W. Familia*

CONTACT PERSON (if an entity):

ADDRESS: *3619 Tresto St*

CITY: *D. B. S.*

STATE: *FL.*

ZIP: *32168*

TELEPHONE: *407-467-8198* FAX:

EMAIL ADDRESS: *billfamilia@aol.com*

APPLICANT BUSINESS STRUCTURE:

(Please check all that apply)

☒ Sole proprietorship/individual

☐ Corporation

☐ Limited Liability Company

☐ Other

GRANT TYPE:

(Check one only)

Lease Subsidy

☐ New Business (Buildout or Lease Subsidy)

☐ Existing Business Expansion

☐ Existing Business Relocation

☐ Existing Business Lease Extension

Other

☐ Land Purchase

☒ Façade/Beautification

☐ Alternative Grant Request

PROJECT SITE INFORMATION:

Address: *3348 South ATLANTIC Ave.*

City: *D. B. S.*

State: *FL*

Zip: *32118*

Tax Parcel ID:

BASE REAL PROPERTY VALUE:

Most recent City Taxable Value \$ 1,826.96 Year: 2019
Maximum New Investment Value \$ 20,000.00
Certified by a licensed Florida Engineer or Architect \$

PROJECT DESCRIPTION:

- ① Replace 11 fluorescent light fixtures with LED vapor tight fixtures. Replace in wall pack with new LED ballast bypass lamp. Replace conduit for lighting with new. Install new photocell to control new lighting.
- ② Parking lot, Resurface Area with approx. 1,020 sq ft of S-3 Type Asphalt. Paint to match existing with D.O.T. Certified Paint.

PROJECT BENEFITS TO THE CITY:

To secure new tenant.
To improve customer safety.
~~REPAIR~~ Beautification of parking lot

REQUIRED PROJECT CHECKLIST:

- ☒ Certification by Applicant
☒ Application Authorization or Affidavit of Ownership
☒ Site plan, building plans, elevations and a detailed scope of work
☐ Business Plan
☒ 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: *William W. Familia* DATE: *11-25-2019*

PRINTED NAME: *William W. Familia*

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this *25* day of *November*, 20 *19* by *William Familia*, who is personally known to me, OR who has produced as identification and did (did not) take an oath.

My commission expires



Cheryl Lee Thibault

Printed Name:

NOTARY PUBLIC *Cheryl Lee Thibault*

AFFIDAVIT OF OWNERSHIP*

PROPERTY ADDRESS: *3348 South Atlantic Ave. D.B.S., FL, 32118*
TAX PARCEL ID: *533503050050*

Signed and sealed
in the presence of:

William W. Familiar

WITNESS #1 (Signature)

William W. Familiar

NAME PRINTED

Melinda M. Familiar

WITNESS #2 (Signature)

Melinda M. Familiar

NAME PRINTED

STATE OF FLORIDA

COUNTY OF VOLUSIA

Lynn Jones

OWNER (Printed Name)

[Signature]

OWNER (Signature)



Sylvester The foregoing instrument was acknowledged before me this *14* day of *Nov*, 20*19*
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:

April 25, 2020

Printed Name: *Erica N. Malone*
NOTARY PUBLIC *Erica N. Malone*

*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: 3348 South ATLANTIC Ave, D.B.S., FL.
PROPERTY ADDRESS: 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)

William W. Familla, Coastal Living R.E. LLC

PROPERTY OWNER (1) (Print Name)
(Name)

LYNN JONES

PROPERTY OWNER (2) (Printed
Name)

PROPERTY OWNER (1) (Signature)
(Signature)

[Signature]

PROPERTY OWNER (2)

STATE OF FLORIDA

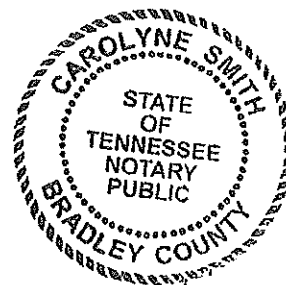
COUNTY OF VOLUSIA

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



Electric Company, Inc.

—Commercial, Residential, Industrial Wiring

1700 South Seagrave Street
South Daytona, FL 32119
Phone 386-767-5895
Fax 386-767-6260
EC00001538
www.GilesElectricCompany.com

PROPOSAL

RECEIVED

NOV 25 2019

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

491816

Date	November 12, 2019		
Company Name	Lynn Jones Residence	Job Name	Lynn Jones Residence
Contact	Lynn Jones	Job Contact	Lynn Jones
Address	3348 South Atlantic Avenue	Job Address	3348 South Atlantic Avenue
CSZ	Daytona Beach, FL 32118	Job CSZ	Daytona Beach, FL 32118
Phone	(407)467-8198	Fax	
Email	billfamilla@aol.com		

We hereby submit specified estimate for Miscellaneous Electrical to include the following:

- Demo (11) Fluorescent vapor tight light fixtures.
- Demo (1) 120volt Wall pack light fixture.
- Furnish and install (11) LED Vapor tight light fixtures.
- Furnish and install (1)120volt knuckle photo cell.
- Furnish and install (1) weatherproof single gang bell box.
- Furnish and install (1) weatherproof single gang blank plate.
- Check for proper function and operation of light fixtures.
- Clean up and dispose of light fixtures.

- Price includes all items listed above.
- Should permitting be required, this proposal is contingent upon permit approval by the Authorities Having Jurisdiction. Should such authorities require design changes, this proposal may have to be modified.
- Proposal is based on a 40 hour work week, 8 hours per day, Monday through Friday, 7:30am to 4:00pm.
- Materials and workmanship are warranted for one (1) year. Lightning, vandalism & abuse are not included.
- We are prepared to start work upon receipt of a signed contract or a signed copy of this proposal.

We Propose to hereby furnish material and labor; complete in accordance with the above specifications, for the sum of:

Payment to be made as follows: **Two Thousand Nine Hundred and Ninety Dollars (\$2,990.00) on completion of work**

All material is guaranteed to be as specified above. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance. A 1.5% monthly late fee will be assessed on all outstanding balances 30 days past due. Giles Electric Company, Inc. shall be entitled to recover the entire cost of collection for any amounts due, and owing under this agreement or in conjunction with this agreement including, but not limited to, a reasonable attorneys fee, all court costs expended, and any other costs of collection whether suit is instituted or not. Venue shall be in Volusia County, Florida.

Authorized Signature: Colby Webber
Name: Colby Webber Estimator / Project Manager
Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____
Name: _____



"KEEPING YOUR WORLD ENERGIZED"

Sylvester Lynn Jones
3348 S Atlantic Ave
Daytona Beach, FL 32118

(407) 467-8198
billfamilia@aol.com

491816
RECEIVED

NOV 25 2019

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

ESTIMATE	#257
ESTIMATE DATE	Nov 08, 2019
TOTAL	\$4,250.00

CONTACT US

280 Sandridge Trail
New Smyrna Beach, FL 32168

(386) 957-4599
ben@wired-energy.com

ESTIMATE

Services	qty	unit price	amount
Lighting	1.0	\$4,100.00	\$4,100.00
Replacing lights under the over hang.			

Labor

We will remove the old lights from the over hang and install new LED vapor tight fixtures in the place. These lights will be pvc material so they won't rust in the salt air. They put out sufficient light to illuminate the front of the store as needed.

Material

We will provide all material

Permit Fee**1.0****\$150.00****\$150.00**

We may need to pull permit but not sure.

Subtotal**\$4,250.00**

Tax (Credit Card Processing 3%)**\$0.00**

Total**\$4,250.00****APPROVE****DECLINE**

3% Credit Card Processing fee is added to all invoices. Please call the office if your not paying with credit card.

Wired Energy Electrical Contractor

www.wired-energy.com

 **Housecall Pro**

([https://housecallpro.com/features/estimating-software/?](https://housecallpro.com/features/estimating-software/?utm_source=estimate&utm_medium=viral&utm_content=logo-1&utm_campaign=estimate-viral-growth&mc=Product&msc=estimate&email=billfamilia@aol.com)

[utm_source=estimate&utm_medium=viral&utm_content=logo-1&utm_campaign=estimate-viral-growth&mc=Product&msc=estimate&email=billfamilia@aol.com](https://housecallpro.com/features/estimating-software/?utm_source=estimate&utm_medium=viral&utm_content=logo-1&utm_campaign=estimate-viral-growth&mc=Product&msc=estimate&email=billfamilia@aol.com))



Scott Crafton, President
www.CraftonElectric.com
Scott@CraftonElectric.com

100 Business Center Dr, #25
Ormond Beach, FL 32174
Ph: 386-310-8716

ER#13014977

RECEIVED

NOV 25 2019

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

PROPOSAL

To: Bill Familia

JOB: 3348 S. A1A lighting conversion

491816

ATTN: Mr. Familia

DATE: November 21, 2019

We gladly submit an estimate for:

Labor and materials, and taxes included as per the following plans... no plans provided.

Scope of work:

Provide labor and material to complete the electrical scope of work per the above-mentioned plans including specifications below.

NOTE: All work is performed by courteous, conscientiousness, and professionally trained craftsmen, adapt at working in residential and commercial environments.

General Conditions:

- This work has been quoted as being performed during normal working hours, 7:00 AM to 3:30 PM, Monday thru Friday. No allowances have been included for overtime, weekends, or holiday work.
- **All changes must be made in writing before they can be executed.**

Inclusions:

- Replace 11 fluorescent light fixtures with LED vapor tight fixtures
- Replace lamp in wall pack with new LED ballast bypass lamp
- Replace conduit for lighting with new
- Install new photocell to control new lighting

Exclusions/Clarifications:

- Bid does NOT include panel change/ upgrade
 - Bid does NOT include patching and/or painting
 - Bid does NOT include repair or replacement of any malfunctioning equipment
 - Bid does NOT include modifications to bring any existing conditions up to current code if required
 - Permits costs are NOT included in this bid
 - 1-year limited warranty on labor and materials provided by Crafton Electric, INC.
- Vandalism, abuse, and acts of God are not covered.

Due to the ever-fluctuating price of materials this bid is good for 30 days from November 21, 2019.

BASE BID: \$4,853.00

We propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

“FOUR THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS”

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. We are fully insured according to the Florida state requirements. This proposal may be withdrawn by us if not accepted within 30 days. Payments are due within 15 days of invoice date or upon demand. Invoices are subject to lien after 15 days past due.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

REPRESENTATIVE:

Crafton Electric Inc.

By _____

Scott Crafton, President

ACCEPTED:

Bill Familia

By _____

Date _____

Date _____

Advantage Environmental Lighting

LVT

Commercial Grade
LED Vapor Tight



IP67
CERTIFIED

IP66
CERTIFIED

IP65
CERTIFIED



4X PSI 1500



ORDERING INFORMATION

Example: LVT450HM

PRODUCT SPECIFICATIONS

DESCRIPTION

The LVT Series is a Commercial Grade LED Vapor Tight, gasketed enclosure that is completely dust and moisture resistant. The LVT utilizes state-of-the-art LED technology to deliver the highest possible efficiency in the lighting industry.

APPLICATIONS

The LVT Series of LED Vapor Tights were designed to be high quality, energy efficient LED fixtures for use in food processing facilities, kitchens, parking garages, canopy, stair well car washes, government facilities, schools, public areas and industrial facilities. Suitable for both indoor and outdoor applications.

CONSTRUCTION

The fixture is constructed of a single-piece polycarbonate upper body and an acrylic diffuser securely positioned in a permanent, poured-in-place, polyurethane sealing gasket. The diffuser and upper components are locked in place and sealed tightly with polycarbonate retaining latches or optional stainless steel latches. High impact acrylic/DR material diffuser composition. Positive cam latches. Polyethylene molded end plugs.

OPTICAL SYSTEM

High output LED's available in 3000K, 3500K, 4000K, and 5000K. CRI >82. High impact acrylic/DR material diffuser with a continuous formed perimeter. Diffuser softens light dissipation for even light coverage.

ELECTRICAL SYSTEM

Electronic drivers are available for 120/277V applications. Long-life LED system rated for >100K life hours (L70 @ 25°C). Metal gear tray for internal LED driver. Complies with federal energy efficiency standards.

CONTROLS

The fixture is compatible with 0-10V dimming controls or 50% step dimming is available upon request.

MOUNTING

The fixture can be suspended or surface mounted. Optional top only hub entry or combination top and end hub entry available for stem mounting applications. Die formed galvanized mounting brackets come standard. No holes required for mounting. Unitized internal/external brass mounting stud for structural integrity and continuity of ground.

LISTINGS

Independently tested to IESNA LM-79 and LM-80 specifications. DLC Approved. Please refer to www.designlights.org for a complete listing of qualified models. UL and cUL Listed. CSA approved. NSF International Certified. IP65, IP66 and IP67 Certified for Wet Location applications.

WARRANTY

5-Year Limited Warranty. Complete warranty and terms located at www.aelnow.com/warranty.

LVT						
Series	Length (IN)	CCT	Output	Voltage	Lens Options/Adders	Options
LVT	2 27.69" Overall Length 4 51.65" Overall Length 8 99.65" Overall Length	30 3000K 35 3500K 40 4000K 50 5000K	SL Standard Low ML Medium Low HL High Low SM Standard Medium MM Medium Medium HM High Medium SH Standard High MH Medium High HH High High	M Multi-Volt (120-277VAC)	BLANK Acrylic Ribbed - Standard HF High Impact Acrylic* (Frosted) DAF Deep Lens Acrylic* (Frosted) DAS Deep Lens Acrylic* (Smooth) SAF Shallow Lens Acrylic* (Frosted) SAS Shallow Lens Acrylic* (Smooth) SPF Shallow Lens Polycarbonate* (Frosted) SPS Shallow Lens Polycarbonate* (Smooth)	12EBL 1200 Lumen Emergency Ballast OC4EX Occupancy Sensor 1P Single Pendant w/ Reinforcement Plate 2P Double Pendant w/ Reinforcement Plate SSL Stainless Steel Latches L Lutron** TP Tamper Proof PTP Polycarbonate Tamper Proof Latches SSLTP Stainless Tamper Proof Latches
					*Additional costs for lens enclosure upgrades	**Contact Factory

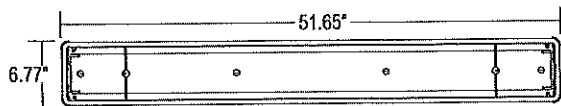
FIXTURE DIMENSIONS

Fixture Analysis

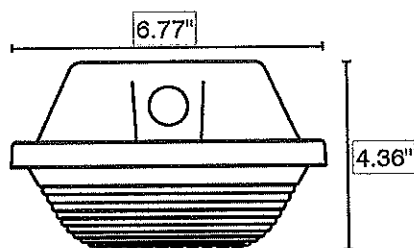
Dimensions	51.65" x 6.77" x 4.25"
Mounting	Surface or suspension
Weight	12 lbs
Warranty	5-Year Limited

Lens Dimensions

Standard	1.92" x 6.40"
Deep	3.50" x 6.40"
Shallow	1.92" x 6.40"

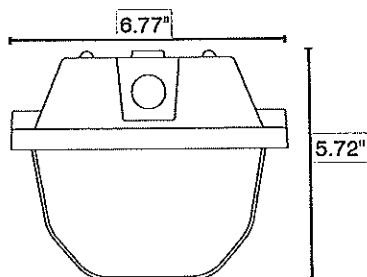


Standard/High Impact



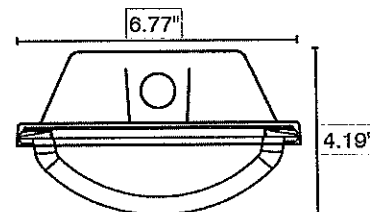
Available in (smooth) or (frosted)

Deep Lens



Available in (smooth with frosted ends) or (frosted)

Shallow Lens



Available in (smooth) or (frosted)

ENERGY AND PERFORMANCE DATA

Input Voltage	120/277VAC
System Input Power	33 - 179 Watts*
Delivered Lumen Output	4650 - 25000 Lumens
Standard Dimming Control	0-10V
CCT	3000, 3500, 4000, 5000 Kelvin
CRI	82 (minimum)
Life Time Rating	100,000 hrs @ L70
Input Frequency	50/60 Hz
Power Factor	>0.9
Operating Temp	30° to 50° C

*Actual wattage may differ by ±5% while operating 120/277V ±10%

Output	Delivered Lumens	System Wattage	L70 @20C (hrs)
SL	4650	33	>100K
ML	7974	57	>100K
HL	11150	80	>100K
SM	12040	86	>100K
MM	13016	93	>100K
HM	15728	112	>100K
SH	16500	118	>100K
MH	20000	143	>100K
HH	25000	179	>100K

Approximate Color Temperature Multiplier

5000K	1.03
4000K	1
3500K	0.97
3000K	0.94
2700K	0.91

IMPERIAL PAVING, LLC
 PO BOX 5306
 LAKELAND, FL 33807
 PHONE: 863-934-8661
 www.PavingFlorida.com



PROPOSAL

Date	Proposal #
9/16/2019	4595

PROPOSAL SUBMITTED TO:
BILL FAMILIA 3348 S. ATLANTIC AVE DAYTONA BEACH, FL 32118 * PH# 407-467-8198

PROJECT LOCATION
BILL FAMILIA 3348 S. ATLANTIC AVE DAYTONA BEACH, FL 32118 * e: billfamilia@aol.com

RECEIVED
 NOV 25 2019
 BUILDING AND CODES DIVISION
 CITY OF DAYTONA BEACH SHORES

491816

Sales Rep
BM

Item	Description	Qty	Rate	Total
RESURFACE	RESURFACE AREA WITH APPROX. 1,020 S.Y. OF 1" S-3 TYPE ASPHALT. ROLL, LEVEL, AND COMPACT WITH STEEL DRUM ROLLER AND RUBBER TIRE TRAFFIC ROLLER TO ACHIEVE PROPER DENSITY.		10,720.00	10,720.00
PAINT	PAINT TO MATCH EXISTING WITH D.O.T. CERTIFIED PAINT.		1,085.00	1,085.00
			Total	\$11,805.00

Signature _____

From: Joseph Wells <masterseal86@gmail.com>
To: billfamilia <billfamilia@aol.com>
Subject: Asphalt
Date: Sat, Aug 24, 2019 5:14 pm

Master seal asphalt maintenance

3866313921

1 to prep and clean all old asphalt and concrete

2 prime tac coat old asphalt

3 supply and install hot mix asphalt

4 remove old handicap ramp and install new one with hot mix asphalt at 2 degree sloped and to pass inspection

5 restirpe lot

All work warranty for 1 year

16500

Dep 8000

Bal 8500

Due same day complete

All check payable to Joseph wells

Other bid only to do asphalt and no ramp or pave over concrete for 12500

Sent from my iPhone

RECEIVED

NOV 25 2019

BUILDING AND CODES DIVISION

CLINTON BEACH SHORES

491816

The Alternative

Artistry in Asphalt

RECEIVED

19 AUGUST 2019

NOV 25 2019

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

PROPOSAL

491816

3368 S. ATLANTIC AV.

COASTAL LIVING

ATTN: BILL FAMILILA

THE ALTERNATIVE AGREES TO PROVIDE THE NECESSARY WORKMANSHIP AND MATERIALS

TO:

REMOVE CONCRETE RAMP

MILL 4 DETORiated AREAS AND AT STREET AND CONCRETE FOR BLEND

TACK ENTIRE SURFACE

OVERLAY WITH HOTPLAN ASPHALT MIX AND COMPACT

REPAINT PAVEMENT MARKINGS

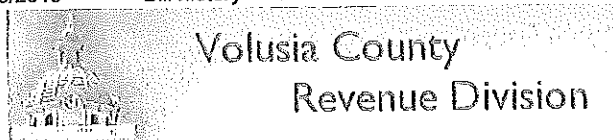
1 HANDICAP

13 STALLS

Total

\$14,150.00 +PERMIT

JIM LEGARY FOR THE ALTERNATIVE



The 2019 tax roll is open for collection. Tax bills are payable and the bill was mailed November 1.
The 2019 tax year installment bills for the third quarter will be mailed on December 1.
The 2019-2020 business tax receipt renewal was due by September 30. If the renewal is unpaid, penalties have been added.

Sign up for BillExpress (ebills). Click the "Get Bills by Email" button.
386-736-5938
Revenue@volusia.org

ADA Notice

Bill History — Real Estate Account At 3348 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118

[Print this page](#)

Real Estate Account #533503050050

[Parcel details](#)

[Latest bill](#)

[View/Print full bill history](#)

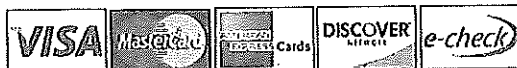
[Get Bills by Email](#)

[Apply for the 2020 Installment Payment Plan](#)

Pay all: \$6,905.97

Amounts as of 11/25/2019

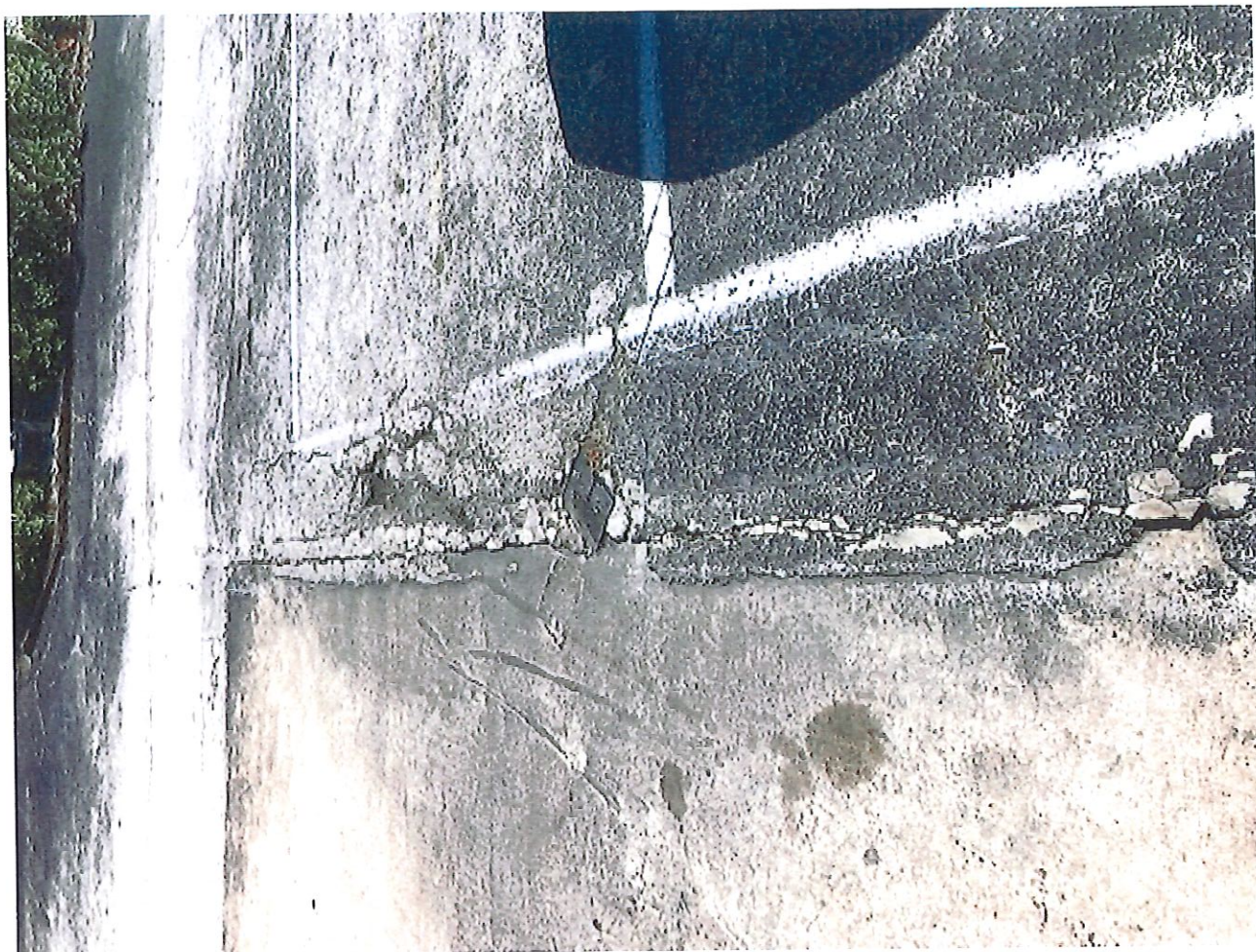
Bill	Balance	Status	Action
2019 Annual Bill	\$6,905.97		Pay this bill: \$6,905.97 Print (PDF)
2018 Annual Bill	\$0.00	12/27/2018 Paid \$6,186.61 Receipt #PT 1-18-0062700 Effective 12/26/2018 Processed Refund: Amount \$430.76 Refunding To L J Consulting Overpayment 12/27/2018 Refund Processed 01/23/2019	Print (PDF)
2017 Annual Bill	\$0.00	12/06/2017 Paid \$5,234.91 Receipt #Lockbox-17-00050487 Effective 11/30/2017	Print (PDF)
2016 Annual Bill	\$0.00	12/01/2016 Paid \$5,220.62 Receipt #Lockbox-16-00049552 Effective 11/30/2016	Print (PDF)
2015 Annual Bill	\$0.00	12/01/2015 Paid \$5,237.03 Receipt #Lockbox-15-00049355 Effective 11/30/2015	Print (PDF)
2014 Annual Bill	\$0.00	12/03/2014 Paid \$5,215.65 Receipt #Lockbox-14-00050878 Effective 11/30/2014	Print (PDF)
2013 Annual Bill	\$0.00	12/05/2013 Paid \$5,085.35 Receipt #Lockbox-13-00056939 Effective 11/28/2013	Print (PDF)
2012 Annual Bill	\$0.00	11/30/2012 Paid \$5,160.58 Receipt #Lockbox-12-00043955 Effective 11/29/2012	Print (PDF)
2011 Annual Bill	\$0.00	12/06/2011 Paid \$7,181.31 Receipt #Lockbox-11-00059108 Effective 11/30/2011	Print (PDF)
2010 Annual Bill	\$0.00	12/02/2010 Paid \$8,025.74 Receipt #Lockbox-10-00047613 Effective 11/30/2010	Print (PDF)
2009 Annual Bill	\$0.00	12/07/2009 Paid \$9,318.60 Receipt #Lockbox-09-00052682 Effective 11/30/2009	Print (PDF)
2008 Annual Bill	\$0.00	12/02/2008 Paid \$11,703.42 Receipt #2008-1005179 Effective 11/30/2008	Print (PDF)
2007 Annual Bill	\$0.00	11/27/2007 Paid \$11,671.25 Receipt #2007-1002923	Print (PDF)
2006 Annual Bill	\$0.00	12/26/2006 Paid \$11,386.41 Receipt #2006-8099877 Effective 12/01/2006	Print (PDF)
2005 Annual Bill	\$0.00	12/05/2005 Paid \$7,780.63 Receipt #2005-6085037 Effective 11/30/2005	Print (PDF)
2004 Annual Bill	\$0.00	11/30/2004 Paid \$5,303.81 Receipt #2004-8204208	Print (PDF)
2003 Annual Bill	\$0.00	12/01/2003 Paid \$4,733.90 Receipt #2003-2403941 Effective 11/30/2003	Print (PDF)
2002 Annual Bill	\$0.00	11/27/2002 Paid \$4,640.28 Receipt #2002-2300803	Print (PDF)
2001 Annual Bill	\$0.00	12/27/2001 Paid \$3,994.54 Receipt #2001-2504481	Print (PDF)
2000 Annual Bill	\$0.00	12/29/2000 Paid \$4,216.02 Receipt #2000-2404689	Print (PDF)
1999 Annual Bill	\$0.00	11/17/1999 Paid \$4,084.41 Receipt #1999-2501745	Print (PDF)
Total Balance	\$6,905.97		Pay all: \$6,905.97

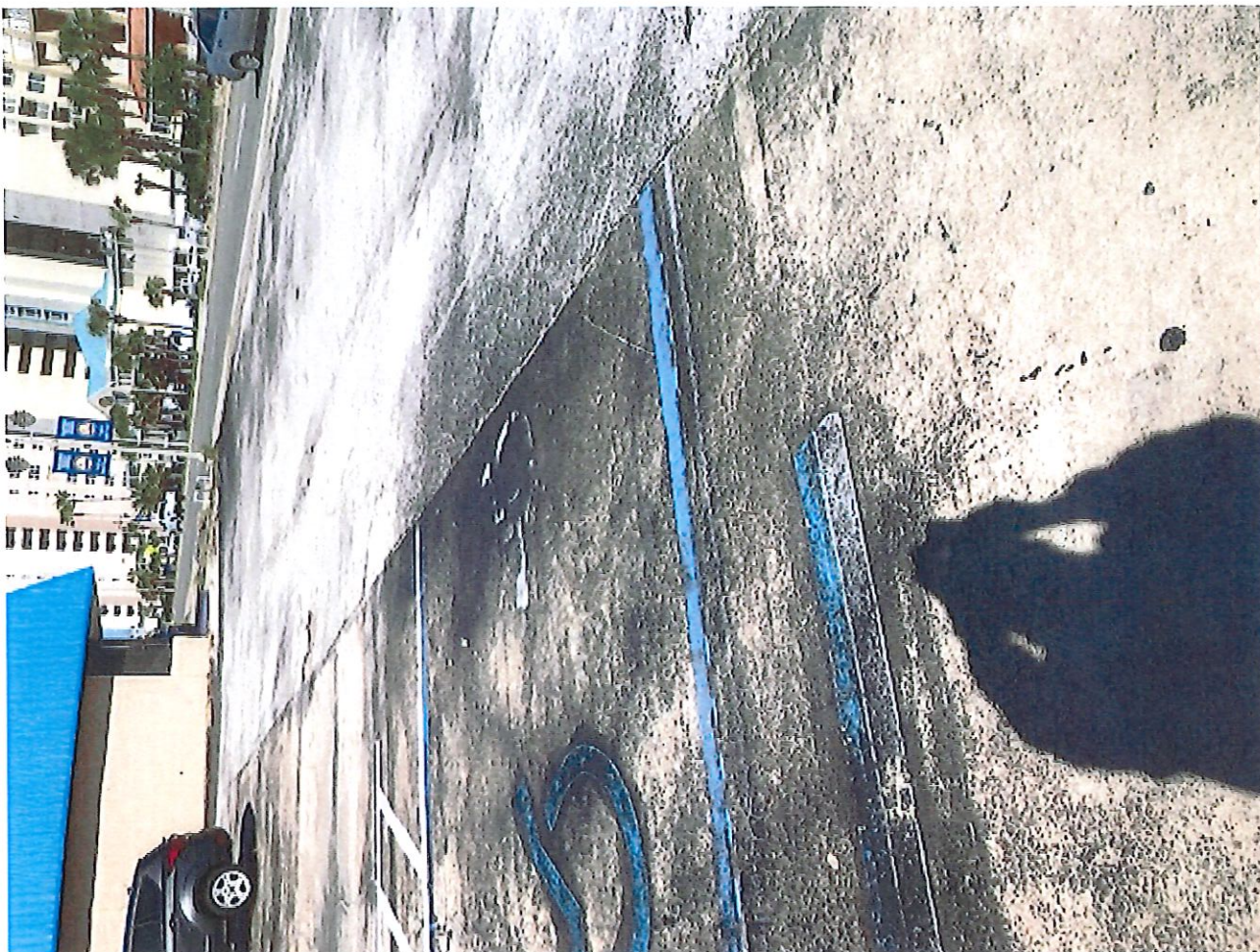


Cruz, Stewart

From: Bill Familia <billfamilia@aol.com>
Sent: Wednesday, November 27, 2019 9:52 AM
To: Cruz, Stewart
Subject: 3348 S. Atlantic Avenue







Bill Familia
Coastal Living Real Estate LLC

Cruz, Stewart

From: billfamilia@aol.com
Sent: Tuesday, January 28, 2020 12:01 PM
To: Cruz, Stewart
Subject: 3348 South Atlantic Ave.

Hi Stewart,

RE: 3348 S. Atlantic Ave

The following improvements have been completed:

Repaired all exterior stucco
Painted Exterior

After the exterior lighting is replaced and parking lot has been resurfaced, we will paint under the canopy and clean up/improve the landscaping.

Best Regards,

Bill Familia

**CITY OF DAYTONA BEACH SHORES / COMMERCIAL PROPERTY
DEVELOPMENT / RENOVATION GRANT AGREEMENT FOR 3348
SOUTH ATLANTIC AVENUE**

**THIS COMMERCIAL PROPERTY DEVELOPMENT / RENOVATION GRANT
AGREEMENT** (hereinafter, the “Agreement”) is made and entered into this ____ day
of _____, 2020, 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 WILLIAM W.
FAMILIA, hereinafter referred to as “AGENT” whose address is 3619 Tresto Street, New
Smyrna Beach, Florida 32168, as the authorized agent of his principal, LYNN JONES,
hereinafter referred to as the “OWNER” of business property located at 3348 South
Atlantic Avenue, Daytona Beach Shores, Florida 32118.

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, the
expansion of existing businesses and for the general improvement of unsightly, unsafe,
deteriorated or vacant and abandoned commercial properties, within a targeted
geographical area of the CITY; 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, infrastructure and façade improvements, structural alterations and/or beautification; 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 Commercial Property Development /

Renovation Grant (hereinafter, "Grant") to the OWNER, acting by and through his AGENT, with full authority to bind OWNER to this Agreement, and the AGENT shall, in consideration for the receipt of said grant funds by the OWNER, make or cause to be made, the following infrastructure, façade and/or beautification improvements to the business property located at 3348 South Atlantic Avenue, Daytona Beach Shores, Florida 32118 (hereinafter, "the property"):

(A) *Parking Lot*: Resurface parking lot at 3348 S. Atlantic Avenue, Daytona Beach Shores, FL, with approximately 1,020 square yards of asphalt, paint to match existing.

(B) *Exterior Lighting*: Replace exterior light fixtures and appurtenances including, but not limited to, photocells, wall packs and conduits.

SECTION 3. TERMS AND CONDITIONS FOR PAYMENT OF GRANT FUNDS

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

1. The OWNER must be current in the payment of all taxes, fees, special assessments and charges for services and obligations owed to the CITY, the City Of Port Orange or Daytona Beach (water), Volusia County, the State of Florida and the US government related to the property at or before the time of payment by the CITY of the Grant funds; and

2. The OWNER must not be in default of his obligations to any creditor at or before the time of completion of the infrastructure, façade and/or beautification improvements or of the payment by the CITY of the Grant funds under this Agreement;

and

3. The OWNER must not be subject to any pending or threatened mortgage or lien foreclosure or bankruptcy proceedings at or before the time of the payment by the CITY of the Grant funds under this Agreement; and

4. The OWNER and/or his AGENT must not be in violation of any code or ordinance of the CITY or of any State of Florida or Federal law or regulation governing the use and/or operation of the property at or before the time of payment by the CITY of the Grant funds under this Agreement; and

5. The OWNER and/or his AGENT 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 or before the time of payment by the CITY of the Grant funds under this Agreement; and

6. The OWNER and/or his AGENT must not engage in any business other than a business for which the property has been approved by the CITY at or before the time of payment by the CITY of the Grant funds under this Agreement; and

7. The OWNER and/or his AGENT shall submit such documentation as may be reasonably required by the CITY to verify compliance by the OWNER with the terms and conditions of this Agreement at or before the time of payment by the CITY of the Grant funds under this Agreement.

8. The CITY has the right to inspect the completed work on the infrastructure, façade and/or beautification improvements to determine that such work

was performed in a reasonable, workmanlike manner and conforms to all codes and regulations of the CITY at or before the time of payment by the CITY of the Grant funds under this Agreement.

9. The OWNER and/or his AGENT shall be responsible for the satisfaction and/or discharge of any mechanics lien(s) against the property due to the infrastructure, façade and/or beautification improvements under this Agreement at or before the time of payment by the CITY of the Grant funds under this Agreement.

(B). The AGENT must obtain a permit from the CITY and commence work on the infrastructure, façade and/or beautification improvements under this Agreement within 30 days of the first date appearing above.

(C) The work under this Agreement must be completed within the time provided in the permit for the infrastructure, façade and/or beautification improvements under this Agreement, not to exceed (6) months.

(D) If the OWNER and/or his AGENT violate any of the above terms and conditions of this Agreement, the CITY shall declare a forfeiture and no Grant funds shall be awarded under this Agreement.

SECTION 4. PAYMENT OF GRANT FUNDS BY CITY TO OWNER.

(A). Provided the OWNER and his AGENT comply with all terms and conditions of this Agreement, the CITY shall pay to the OWNER an amount matching the total expenditures made by the OWNER for the infrastructure, façade and/or beautification

improvements to the property based upon the lowest responsible bids received and approved by the CITY, upon satisfactory proof of payment by the OWNER and/or his AGENT as determined by the CITY and for the total amount of Grant funds not exceeding \$20,000.00.

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 OWNER and/or his AGENT 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 OWNER AND/OR AGENT'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 OWNER and/or his AGENT 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 OWNER and or his AGENT does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with this

Agreement.

(F). Failure by the OWNER and/or his AGENT 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 OWNER and/or his AGENT shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the OWNER and/or his AGENT and shall promptly provide the CITY with a copy of the OWNERS and/or his AGENTS response to each such request.

(G). **IF THE OWNER and or/his AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE OWNERS and/or his AGENTS 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 OWNER and/or his AGENT 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 OWNER and/or his AGENT 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 OWNER and/or his AGENT 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

ATTEST:

By:

William W. Familia , AGENT



**CITY COUNCIL AGENDA MEMORANDUM
FEBRUARY 25, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Discussion and Consideration of RFP for City Attorney Services

SYNOPSIS:

At the last City Council meeting, it was requested to add this item to the next agenda by Councilmember Politis.

FISCAL IMPACT STATEMENT:

Dependent upon City Council action.

BACKGROUND:

The City has utilized the firm of Stenstrom, McIntosh, Colbert & Whigham for the past twenty years. The Council felt it was time to review other firms. Staff has put together a draft RFP for council to consider.

LEGAL REVIEW:

RECOMMENDATION:

Staff requests council to review the RFP and be prepared to request any changes.

SUGGESTED MOTION:

ATTACHMENT: 1. RFP for City Attorney February 2020

**CITY OF DAYTONA BEACH SHORES
REQUEST FOR PROPOSAL
FOR
CITY ATTORNEY SERVICES**



**City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
www.dbshores.org**

RFP FOR CITY ATTORNEY SERVICES

General Description of Services

The City Council of the City of Daytona Beach Shores, Florida, is requesting proposals from experienced and well-qualified firms or individuals for the provision of City Attorney services. Services to be provided include, but are not limited to, the following:

General legal counsel to the City Council

Counsel and legal services to City boards, and when required to the City Council

Prepare and/or draft revisions to ordinances, contracts, financial, and other matters of the City

Address and advise City on land use, environmental and condemnation issues

Prepare diverse array of legal documents relating to real property, rights-of-way, utilities and other matters

Address and advise City on utility taxes and utility franchise agreements

Address and advise City on special assessments and special assessment collections and liens and coordinate financings with bond counsel.

Represent City in litigation

Attend regular and special meetings and workshop sessions of the City Council and other board meetings and workshop sessions as directed by the Mayor or City Manager.

Proposal documents are available, at no cost, in the City Clerk's Department, City Hall, 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida, 32118 or on the City's website at www.cityofdb.org on the City Clerk's Department page. It is mandatory that you receive proposal documents from the City, prior to submitting a proposal.

Proposals are due, in one (1) original and ten (10) copy sets, in the City Clerk's Department, City Hall, 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118, on _____ at 2:00 p.m. Late proposals will not be considered.

The City of Daytona Beach Shores reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposals which, in its judgment, best serves the interest of the City.

INTRODUCTION

The City of Daytona Beach Shores, Florida, is soliciting proposals from qualified attorneys to serve as City Attorney on behalf of the City of Daytona Beach Shores, its elected officials, department heads, and employees, in all areas of municipal law. Interested attorneys and law firms must submit proposals to the following location: City Clerk's Department, City Hall, 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118.

Any proposals not complying strictly with the requirements of this Request for Proposal (RFP) may be ruled to be nonresponsive and ineligible for consideration.

All proposals are to be received at the above location **NO LATER THAN 2:00 p.m. on**

Any proposals received after that time will be ineligible for consideration.

BACKGROUND

A Introduction and Background.

The City Charter, Sec. 4.01, of the City of Daytona Beach Shores, Florida, provides as follows: "The city council shall appoint a city attorney who shall act as the legal adviser to, and attorney and counselor for the city and all of its elected and appointed officers, all departments and divisions of the city government, and all regulatory and advisory boards in all legal matters relating to their official duties. The city attorney shall prepare and/or review all contracts, bonds and other instruments in which the municipality is concerned, and shall endorse on each his or her approval of the form and correctness thereof."

A general description of the City, and form of government is attached hereto as Exhibit "A".

I. Engagement.

The firm or attorney selected must be experienced in representing cities, counties, special districts or other local governmental agencies in the State of Florida. The attorney should be familiar with all areas of municipal law with a strong background in land use/planning. The firm or attorney's engagement will be at will and may be terminated by the City Council at the City Council's discretion.

II. Costs of Replying to RFP.

The City shall not be liable for any costs incurred by proposers in replying to this Request for Proposal, or if interviewed, presentation costs or travel.

III. Services of City Attorney

The services to be provided by the selected attorney or firm include, but are not limited to, the following:

- A. Attend and provide advice as directed by the City Manager or City Council and attend and provide advice and counsel at City Council meetings, and other meetings of City boards including, but not limited to, Planning and Zoning Board and other advisory boards or committees to the City Council, as directed by the City Manager.
- B. Attend and provide advice and counsel at City staff meetings as directed by the City Manager.
- C. Prepare drafts or revision to ordinances and resolutions, including review and recommended revision(s) to existing resolutions and ordinances.
- D. Assist City staff in preparation of contracts including, but not limited to, construction projects, as well as other areas of municipal law.
- E. Address legal issues affecting financial matters of the City, including user fees, impact fees, franchise fees, and special assessments.
- F. Review Requests for Proposals, bid invitation documents, development review applications, agenda items, and other pertinent matters as directed.
- G. Address and advise City in community development issues including, but not limited to, land use law, Florida's Comprehensive Growth Management Act, zoning, code enforcement, areas swales, development agreements, development orders, developments of regional impact, and condemnation.
- H. Address and advise City in utility taxes and utility franchise agreements as they relate to Florida municipalities.
- I. Address and advise City on special assessments and special assessment collections and liens.
- J. Represent the City in litigation.
- K. Address and advise City in the additional following areas: Sunshine Law and public records law; home rule; exercise of police power; practice and procedures before local government land use issues, legislative, and quasi-judicial bodies; and all other areas of municipal law.
- L. The City Attorney shall be expected to make a reasonable effort to respond to requests from City Council or City staff within the time period required by the City.

Meeting and Workshop Attendance. The City Attorney shall personally, whenever directed, attend regular and special meetings and workshop sessions of the City Council and other workshop sessions normally scheduled as follows:

- 1) City Council Meetings Frequency: Second and Fourth Tuesday's each month at 6:00 p.m.
- 2) City Council special meetings and workshop sessions as scheduled from time to time, unless otherwise directed by City Council.
- 3) Planning and Zoning Board : Second Monday of each month at 8:30 a.m.
- 4) Other board and committee meetings as directed by the City Council or City Manager.

M. Provide orientation sessions for Council Members, Mayor, City staff, and other standing City Boards and Committees as required.

N. Provide itemized invoice for services rendered which shall include the following:

- 1) Date of service
- 2) Name of Attorney or paralegal providing the service
- 3) Description of the service
- 4) Breakdown of hours spent
- 5) Itemization of costs for approved reimbursable expense: (See Paragraph VI)
- 6) Public or private payment responsibility determination (if the City adopts such a fee structure)

O. Human resource issues including employment law will be part of this contract.

P. Bond Counsel will be handled by separately contracted as required.

Q. Other specialty legal services may from time to time be contracted separately with other firms as recommended by the City Attorney and approved by the City Council.

IV. INFORMATION TO BE FURNISHED IN PROPOSAL

Your proposal for City Attorney must respond to each of the following items (by tab) "A" through "K". Failure to provide requested information may result in your proposal being deemed nonresponsive and therefore eliminated from further consideration.

A. Name of law firm and primary attorney to serve as the City Attorney.

B. Date firm established.

C. Locations of all offices and dates established.

D. Name and biographical sketch of the attorney who will be assigned as City Attorney

for the City of Daytona Beach Shores. Also, the names and resumes of other attorneys who will assist and attend any of the City Council or other meetings, to include the following:

- 1) Whether a member in good standing of the Florida Bar, and if so, the date of admission;
 - 2) If a member in good standing of other bars, identify state and date of admission;
 - 3) The area of practice concentration relative to the area of service required by the City, including experience in municipal law;
 - 4) Please state as to each attorney whether such attorney is certified in city, county, and local government law by the Florida Bar; and
 - 5) Please state as to each attorney whether such attorney is rated by any national rating service and the rating of each attorney.
- E. Provide information as to each of the individual attorney's experience and the firm's experience in representing local governmental entities. That is, identify all current (and for the past five (5) years) municipal, county, or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and the identified entity.
- F. Provide a summary of the technological abilities of the law firm in terms of the ability to communicate with the City by means of e-mail and telephonically during irregular hours as well as transmit documents to and from the City.
- G. Provide at least three (3) references of municipal or similar governmental entities the attorney or firm presently represents or has represented in the past three (3) years. For each reference provide:
- 1) Name of entity
 - 2) Contact person
 - 3) Address and telephone number for reference, and
 - 4) Dates of representation.
- H. Please describe what services of the City Attorney, as enumerated in Paragraph III of this RFP, are performed by you or your firm for other represented public entities.
- I. List all judgments or lawsuits against each attorney or your law firm in the last five (5) years, including the nature of the lawsuit and the resolution thereof.
- J. A statement of conflict of interest as required by Paragraph IX of this RFP.
- K. Fee proposal as required by Paragraph VI of this proposal.

V. RESPONSE DATE

To be considered, RFP's must arrive at the **City Clerk's Department, City of Daytona Beach Shores, 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida, on _____ no later than 2:00 p.m.** Firms mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals.

VI. FEE PROPOSAL

The firm or attorney shall submit a proposal for compensation which should include, but is not limited to, an hourly rate option, a monthly retainer fee option, or a combination of these options. The hourly rate option is mandatory. The fee schedule shall include the following information:

- A. The hourly rates for the city attorney, assistant city attorneys, senior attorneys and every other attorney, paralegal or staff member anticipated to provide service to the City. The city attorney, assistant city attorneys and senior attorneys must be identified by name.
- B. The rates for reimbursable and/or out-of-pocket expenses including, but not limited to, word processing, photocopying, faxing, etc.
- C. The proposed rates for all other fee proposals or arrangements outside the standard hourly rates, if proposed by you or your law firm.

The City will reimburse for costs incurred during the course of representation, long distance charges, facsimile charges, photocopies, computer research, and approved travel in accordance with the City's Travel Policy. Or, alternatively, you may list all costs that you propose to be included in your compensation package, and all costs and their amounts that you propose to be paid by the City.

After the City Council has established the final ranking, negotiations with the first ranked attorney or law firm will be initiated. If those negotiations are unsuccessful, City Council will then open negotiations with the next ranked attorney or law firm.

Upon successful execution of a contract, the remaining firms will be notified that the process has been completed and that they were not selected. City Council reserves the right to reject any or all proposals, to further negotiate any proposals, to request clarification of information submitted in any proposal, to request additional information from any proposer, and to waive any irregularities in any proposal. Late proposals will not be accepted.

VII. NUMBER OF COPIES REQUIRED

One (1) original and ten (10) copies of the proposal should be submitted in a sealed package as noted in the cover letter for this Request for Proposal (RFP).

VIII. SELECTION

The initial evaluation and interview process will be conducted by the City Council.

A. The selection of a City Attorney will be made using the following process:

- 1) Staff will open the proposals on _____ at 2:00 p.m. The proposals will then be packaged for distribution to the Elected Officials, who will perform the initial ranking based upon the written documentation. Initial ranking will be turned in to the clerk's department by _____ at 5:00 p.m.
- 2) The clerk's department will make a composite ranking sheet and firms which have submitted proposals will be notified on _____ by 4:00 p.m. of their ranking.
- 3) The three top law firms will be required to make a **fifteen (15) minute presentation to City Council**. The City may also request a tour of the proposer's law firm or place of business. The City shall not be liable for any costs incurred by the proposer in connection with any interviews or presentations.
- 4) At a regular meeting on _____ the City Council will establish the final rankings.

B. After the City Council has established the final ranking, negotiations with the first ranked attorney or law firm will be initiated. If those negotiations are unsuccessful, the City Council will then open negotiations with the next ranked attorney or law firm. Upon successful execution of a contract, the remaining firms will be notified that the process has been completed and that they were not selected.

- C. The City Council reserves the right to reject any or all proposals, to further negotiate any proposals, to request clarification of information submitted in any proposal, to request additional information from any proposer, and to waive any irregularities in any proposal. Late proposals will not be accepted and will be returned unopened.

IX. CONFLICT OF INTEREST

Any prospective City Attorney and law firm must make an affirmative statement to the effect that, to its knowledge, the appointment as City Attorney will not result in a conflict of interest with respect to current or anticipated clients of the law firm. If a conflict is deemed to possibly exist, the prospective City Attorney or law firm shall state the nature of such conflict, and a proposal to resolve the same prior to appointment as City Attorney.

X. EVALUATION CRITERIA

Ranking will be based on submitted proposals, interviews, and on the following evaluation criteria with points assigned to all criteria.

A Experience of the law firm.

- 1) History of successful handling of similar matters. Qualifications and experienced of assigned attorneys in the areas of the services requested by the City.
- 2) Whether such attorney is certified in city, county, and local government law, the attorney's professional ratings and/or recognition in the legal community for professional achievement (e.g., Martindale-Hubbell ratings); recognition or extraordinary participation in Florida Bar, Federal Bar, American Bar Association, local bar associations or professional practices committees, or ratings by other nationally recognized systems.
- 3) Advanced training in city, county, and local government.
- 4) The attorney's or law firm's demonstrated experience in representation of cities, counties, special districts, and other governmental entities and the relationship between the attorney and law firm and the identified entity, including the matters set forth above and:
 - a. Past record of performance for the entities described in the above paragraph;
 - b. Experience in preparation and drafting of ordinances and advising governmental entities on revisions to ordinances, codes, or charter issues;
 - c. Attendance at governmental board meetings or City Council meetings;
 - d. Knowledge of public finance;
 - e. Knowledge and practice in the area of land use, zoning, real property, and

community development issues, including growth management and comprehensive plan amendments;

- f. Knowledge and practice in the area of public works issues, including utilities and utility franchise agreements
- g. Representation of entities in litigation;
- h. Experience or practice in advising entities on Florida Sunshine and public records law, and practice and procedures before local government, legislative, and quasi judicial bodies; and
- i. Location and availability to City staff.

B. Fee proposal. The City reserves the right to negotiate any fee proposal with the City Attorney or law firm selected.

C. Responses of reference, and responsiveness and clarity of proposal related to information requested.

XI. TIMETABLE

For this RFP the City is following the timetable listed below which is subject to change with or without notice.

RFP Schedule:

RFP available for pick up or download from City Web-Site.

RFP closing date; all proposals due by 2:00 p.m. in City Clerk's Department, Staff open proposals, and distributes to Elected Officials.

Elected Officials initial rankings are due by 5:00 p.m.

Staff prepares composite ranking sheet and notifies firms by 4:00 p.m.

Presentations to City Council beginning at 3:00 p.m.

One-on-one interviews with elected officials. Schedule TBD

City Council will establish the final rankings City Council appoints new City Attorney

Transition period completed between current and new City Attorney

XII. INSURANCE REQUIREMENTS

- A. The City Attorney shall procure and maintain, at its sole expense during the life of the engagement, insurance of the types and the minimum amounts stated below.

<u>Type</u>	<u>Amount</u>
Professional Liability/Errors & Omissions	\$5,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

- B. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City Council. Prior to commencing any work under the engagement letter, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City.
- C. The insurance shall provide that no material alteration or cancellation, including non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City; provided, however, that for the professional liability insurance, in lieu of the foregoing requirement, the City in its sole discretion, may agree to accept notice of such material alteration or cancellation from the City Attorney.
- D. The insurance procured for the City Attorney shall name the City of Daytona Beach Shores as an additional insured on the comprehensive general liability.

XIII. LOBBYING

Proposers are hereby advised that lobbying will not be permitted with respect to this RFP.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to directly or indirectly influence the decision of a Council Member, Mayor or City personnel after the RFP release and prior to the Council's vote on the award of the Agreement.

Lobbying by any proposer or any individuals on behalf of a proposer during the time specified above will result in rejection/disqualification of said proposal.

EXHIBIT A

FORM OF GOVERNMENT

There are several different organizational forms that local government can take including Council- Manager, Mayor-Council, Council and Town Meeting forms. The City of Daytona Beach Shores is a Council-Manager form of government.

The City of Daytona Beach Shores has a permanent population of approximately 4600.

In the Council-Manager form of government, the Council is the governing body of the City elected by the public, and the Manager is hired by City Council to carry out the policies it establishes. Under the City of Daytona Beach Shores Charter, the Council consists of five (5) members including the Mayor, who are elected in a non-partisan election, by the people as defined in the City Charter.

Under the City of Daytona Beach Shores, a Council-Manager form of government, the Council provides legislative direction while the Manager is responsible for day-to-day administrative operations of the city based requests of the Council. The mayor and Council as a collegial body are responsible for setting policy, approving the budget, and determining the tax rate.