



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA

NOTICE OF IN PERSON AND VIRTUAL CITY COUNCIL MEETING

[IN PERSON ATTENDANCE BY THE PUBLIC WILL BE ALLOWED AT THIS MEETING.]

September 9, 2020, 6:00 P.M.

The City Council of the City of Daytona Beach Shores, Florida, will be holding an in-person and virtual city council meeting on September 9, 2020 at 6:00 p.m. While attendance in-person by the general public will be allowed, the meeting will also feature a virtual meeting in which members of the public may attend by telephone or teleconference (Zoom), and the public may attend and comment by means of email communications and teleconference (Zoom) as set forth herein. The teleconference meeting format allows the option of participating in the meeting from home so as to avoid unnecessary contact with others.

Please note that Governor Ron DeSantis' Executive Order Number 20-69 suspended the requirement of a quorum to be present in person or requires that a local government body to meet at a specific public place. The Executive Order also allows local government bodies to utilize communications media technology, such as telephonic and video conferencing for local government body meetings. That is what the City Council will be implementing during this City Council meeting, although it is expected that City Council members will attend in-person. The City is diligently working to adhere, to the maximum extent practicable, with the Presidential "Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak" issued by President Trump and the associated Executive Orders issued by Governor DeSantis, as well as health guidance and directives issued by Federal and State authorities.

Members of the public and the media are welcome to attend the City Council meeting virtually through Zoom if they would prefer not to attend in-person. The public may attend the meeting as follows:

Join via Phone for audio only

- (312) 626-6799
- (929) 205-6099
- (301) 715-8592
- (346) 248-7799
- (669) 900-6833
- (253) 215- 8782

ID #: 875 0618 2421

To view or join the meeting via smartphone, tablet or computer please click here and then click the button that says join meeting:

<https://www.dbshores.org/375/Virtual-Public-Meeting-Information>

An alternative method has been established to receive public comment during this virtual City Council meeting. Written public comments can be emailed to the City Clerk at cschwab@cityofdb.org. Comments received by means of email by no later than 4:00 p.m. on September 9, 2020 will be read into the record (to the extent that each email can be read in a period of not more than three minutes) during the meeting and become part of the permanent record of the meeting. If emails are received after that time, every reasonable effort will be made to process the comment, but, due to the circumstances, that cannot be guaranteed. If emails are longer than can be read in three minutes, they will not be read, but will be appended to the minutes of the meeting.

In accordance with State law, minutes of the meeting will be kept.

In accordance with the *Americans with Disabilities Act*, persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at cschwab@cityofdb.org or at 386-763-5364 in advance of the meeting, but, due to exigencies, the ability of the City to provide accommodation may be compromised and limited.

The City asks its residents, businesses and customers to be patient, as we utilize technologies to provide essential business operations during this time. The City will continually work to ensure residents and business have access to public meetings and public records.

1. CALL TO ORDER BY MAYOR

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

A. A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FOR FISCAL YEAR 2020-2021; PROVIDING FOR AN EFFECTIVE DATE.

B. A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES OF VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2020-2021; PROVIDING FOR AN EFFECTIVE DATE.

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Council Minutes August 25, 2020

7. CONSENT AGENDA:

8. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report 9/9

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report September 9, 2020

10. OLD BUSINESS:

- A. Ordinance 2020-08 Conduct of Council when Communicating with others
- B. Ordinance 2020-09: Public Beach Access Walkway Dedication to City by Aruba Ventures, LLC (3721 S. Atlantic Avenue)
- C. Regular Site Plan RSP12020018: Oceans 25 Townhomes, 2900 S. Atlantic Avenue

11. NEW BUSINESS:

- A. Ordinance 2020-10: Amendment to Shores 109, LLC - City of Daytona Beach Shores Development Agreement
- B. Ordinance 2020-11: Temporary Promotional Activities
- C. Consideration of Request for Reduction/Rescission of Code Enforcement Lien for 137 Sunrise Blvd. (2042 S. Atlantic Ave.)
- D. Discussion on naming the new tennis court

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 386-7635364, 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 711 or 1 8009558771.

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.

RESOLUTION 2020-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA ADOPTING THE TENTATIVE MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2020-2021 BY CITY OF DAYTONA BEACH SHORES CITY GOVERNMENT IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW; ADOPTING THE TENTATIVE MILLAGE RATES FOR FISCAL YEAR 2020-2021 FOR THE CITY AT THE OVERALL COMBINED RATE OF 6.7826 MILLS WITH 5.0476 MILLS AS OPERATING MILLAGE AND 1.7350 MILLS FOR VOTED DEBT SERVICE; EXPRESSING LEGISLATIVE AND ADMINISTRATIVE FINDINGS AND INTENT; ESTABLISHING THE DATE, TIME AND PLACE FOR THE SECOND PUBLIC HEARING ON THE MILLAGE RATES TO BE SEPTEMBER 22, 2020 AND THE SECOND PUBLIC HEARING ON THE PROPOSED BUDGET ON THE SAME DATE AT 6:00 P.M.; AND PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, A SAVINGS PROVISION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of controlling State law the City Manager has submitted to the City Council an annual budget for the various funds of the City as well as a plan of revenues to be generated to support that budget; and

WHEREAS, controlling State law requires the annual budget to be adopted by Resolution, and

WHEREAS, the proposed annual budget of the City of Daytona Beach Shores has been reviewed, evaluated and considered at various public meetings and hearings held by the City Council of the City; and

WHEREAS, City Council approval is required in order to establish and to approve the millage rates to be levied within the City of Daytona Beach Shores; and

WHEREAS, in accordance with the provisions of the *City of Daytona Beach Shores Charter*, the *Code of Ordinances of the City of Daytona Beach Shores* and controlling State law the City Manager has submitted to the City Council an annual budget for the various funds of the City as well as a schedule of taxes and revenues and proposed millage rates to fund that budget; and

WHEREAS, the City Council desires to fund an adopted annual operating budget for the fiscal year beginning October 1, 2020 and terminating on September 30, 2021 specifying certain projected revenues and expenditures for the operations of Daytona Beach Shores municipal government; and

WHEREAS, the City's budget presumes that each City department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

WHEREAS, from time-to-time circumstances and events may require that the original City budget may need revision; and

WHEREAS, the City Council, in its judgment and discretion, has the authority in the future to adjust the budget to more closely coincide with actual and expected events; and

WHEREAS, the City Council has the continuing and overriding responsibility to take all necessary steps and actions to ensure that sound economic, financial and fiscal management policies are implemented and maintained in the City for the benefit of the citizens of the City of Daytona Beach Shores; and

WHEREAS, the City Manager and City staff provide assistance and guidance to develop, implement and maintain the economic, financial and fiscal management policies of the City Council for the benefit of the citizens of the City of Daytona Beach Shores; and

WHEREAS, the City Council is vested with the budgetary authority and control relating to City of Daytona Beach Shores Government operations, the provision of adequate levels of service with regard to essential public services and facilities and the maintenance of public benefits provided and the protection of the public health, safety and welfare by City Government to the citizens of the City of Daytona Beach Shores; and

WHEREAS, it is the desire and goal of the City Council for City Government to function as an efficient governmental organization; and

WHEREAS, the City Manager is charged with ensuring that the alignment and organization of the City's departments, offices and functions are sound and consistent with highly productive public administration practices, procedures and systems; and

WHEREAS, the City Council has concluded that the actions taken herein will provide positive economic and budgetary benefits to the City and the City Council has concluded that the results of such actions will benefit the citizens of the City of Daytona Beach Shores, and

WHEREAS, it is the goal and desire of the City Council to provide a continuing high quality level of service to the citizens of the City of Daytona Beach Shores with regard to the provision of essential and beneficial levels of service and the provision of adequate public facilities to serve the needs of the citizens; and

WHEREAS, the City Council hereby finds and concludes that the level of service and the system of public facilities provided to the citizens of the City of Daytona Beach Shores will be positively and favorably impacted as a result of the City Council taking the

necessary economic, fiscal, financial, and budgetary actions as set forth in this Resolution; and

WHEREAS the City Council of the City of Daytona Beach Shores hereby finds and concludes that the actions taken herein are consistent with sound and generally accepted public management and finance principles and controlling applicable law and serve an important public purpose; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Daytona Beach Shores, Volusia County has been certified by the County Property Appraiser to the City of Daytona Beach Shores as \$1,725,535,178.

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

SECTION 1. LEGISLATIVE/ADMINISTRATIVE INTENT AND FINDINGS.

The intent and findings set forth in the above recitals (whereas clauses) are hereby adopted as the legislative and administrative intent and findings relative to the provisions of this Resolution.

SECTION 2. ADOPTION OF TENTATIVE MILLAGE RATES.

(a). After careful consideration of the estimate of receipts and the estimate of expenditures of the City of Daytona Beach Shores, Florida (“the City”), it is hereby determined and established that the rates of taxation necessary to meet such expenses will be, for each of the hereinafter stated purposes, the amounts estimated, declared and hereby levied, to-wit:

(1). In order to meet the estimate of General Fund expenses of the City, it is hereby determined and declared that the total operating millage shall be at the rate of 5.0476 mills or \$5.0476 per \$1,000 of taxable value, and the same is hereby levied and imposed upon all non-exempt taxable property within the corporate limits of the City for those purposes hereinafter described to provide for the expenditures as estimated in the Fiscal Year 2020-2021 Annual Budget. The millage rate to be levied of 5.0476 mills is the “rolled-back” millage rate.

(2). In order to pay interest upon and payment requirements for the outstanding general obligation bond issue of the City, and for the purpose of paying the expenses of servicing such bonds, it is hereby determined and declared that the debt service millage shall be at the rate of 1.7350 mills or \$1.7350 per \$1,000 of taxable value, and the same is hereby levied and imposed on all non-exempt taxable property within the corporate limits of the City for the purposes hereinbefore stated in this Subsection. Voters approved certain streetscaping and improvements including the undergrounding of utilities.

(b). The City Council had concluded that the tax rates set forth herein are fiscally prudent and sound.

**SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS;
COMMUNICATIONS WITH VOLUSIA COUNTY PROPERTY APPRAISER
AND VOLUSIA COUNTY REVENUE DIVISION - TAX COLLECTION;
ESTABLISHMENT OF FINAL PUBLIC HEARING DATE.**

(a). The City Manager is hereby directed to certify to the Volusia County Property Appraiser and to the Volusia County Revenue Division - Tax Collection the millage rates as herein set and levied for the purposes herein stated, pursuant to the controlling laws of the State of Florida. The City Manager is hereby directed to advise the Volusia County Property Appraiser of the City's tentative millage rates as hereinbefore set forth, of its rolled-back millage rate computed pursuant to Section 200.065(1), *Florida Statutes*, and Rule 12D-17.0035, *Florida Administrative Code*, and of the date, time and place at which the City will hold a public hearing to consider the tentative millage rates and the proposed Fiscal Year 2020-2021 Annual Budget.

(b). The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

(c). A second and final public hearing on the aforementioned tentative millage rates and on the proposed Fiscal Year 2020-2021 Annual Budget will be held on September 22, 2020, at 6:00 p.m., in the Council Chambers located at 3000 Bellemead Drive; Daytona Beach Shores, Florida 32118. The City Manager shall take all necessary implementing actions to provide for such public hearing.

SECTION 4. CONFLICTS.

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

SECTION 5. SAVINGS.

The prior actions of the City Council of the City of Daytona Beach Shores in terms of the matters relating hereto, as well as any and all related matters, are hereby ratified and affirmed.

SECTION 6. SEVERABILITY.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise to be invalid, unlawful, or unconstitutional.

SECTION 7. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage and adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

MAYOR, NANCY J. MILLER

Attest:

CITY MANAGER, MICHAEL T. BOOKER

CITY CLERK, CHERI SCHWAB

Approved as to form and legality:

CITY ATTORNEY, GRETCHEN “BECKY” VOSE

Adopted this 9th day of September, 2020.

Posted this 9th day of September, 2020.

RESOLUTION 2020-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA TENTATIVELY ADOPTING A CITY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 WITH REGARD TO THE CITY OF DAYTONA BEACH SHORES INCLUDING REVENUES AND EXPENDITURES AND CAPITAL PROJECTS; PROVIDING FOR LEGISLATIVE/ADMINISTRATIVE FINDINGS; PROVIDING FOR DELEGATION TO, AND IMPLEMENTING ACTIONS BY, THE CITY MANAGER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the *City Charter of the City of Daytona Beach Shores, Florida*, the City Manager of the City of Daytona Beach Shores, Florida has made and submitted to the City Council of the City of Daytona Beach Shores, Florida an estimate for budget of revenues and expenditures of the City of Daytona Beach Shores, Florida for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021, and a Capital Budget, such estimate or budget having been made with particular application to the various departments of the City, a true copy of which is hereto attached and by reference made a part of this Resolution; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida, held a public hearing as required by Section 200.065, *Florida Statutes*, and other controlling law; and

WHEREAS, each and every item contained and set forth in the City budget prepared by the City Manager, which incorporates a complete financial plan of all City funds and activities for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021, has been carefully reviewed, evaluated and considered by the City Council; and

WHEREAS, the City of Daytona Beach Shores of Volusia County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2020-2021 in the amount of \$22,210,600

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

SECTION 1. LEGISLATIVE/ADMINISTRATIVE FINDINGS. The recitals set forth in the whereas clauses to this Resolution are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. ADOPTION OF CITY BUDGET. The City of Daytona Beach Shores budget, as prepared and submitted by the City Manager to the City Council, is hereby tentatively adopted as the budget for the City of Daytona Beach Shores, Florida, for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021 as well as the capital budget as prepared and submitted by the City Manager to the City Council.

SECTION 3. COLLECTION AND USE OF CITY FUNDS. Upon collection of any revenues by City, the City Manager, or the Finance Director of the City, as directed by the City Manager, shall allocate from each dollar collected and received, the several amounts to the respective funds for purposes for which the same are hereby authorized and approved within the context of the tentatively adopted City budget.

SECTION 4. DUTIES OF THE CITY MANAGER. The City Manager is authorized and directed to take any and all necessary actions as he may deem reasonably necessary in order to implement the provisions of this Resolution. The City Council hereby authorizes the City Manager, in accordance with the provisions of the *City Charter of the City of Daytona Beach Shores, Florida*, to approve the transfer of budgeted funds. The City Manager may delegate such authority in appropriate circumstances as determined to exist from time-to-time consistent with sound public management and accountability practices and principles.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. SAVINGS.

The prior actions of the City Council of the City of Daytona Beach Shores in terms of the matters relating hereto, as well as any and all related matters, are hereby ratified and affirmed.

SECTION 7. SEVERABILITY.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage and adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

MAYOR, NANCY J. MILLER

Attest:

CITY MANAGER, MICHAEL T. BOOKER

CITY CLERK, CHERI SCHWAB

Approved as to form and legality:

CITY ATTORNEY, GRETCHEN “BECKY” VOSE

Adopted this 9th day of September, 2020.

Posted this 9th day of September, 2020.

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
GENERAL FUND FUNCTIONAL SUMMARY**

Account Description	FY2018-19 Actual	FY2019-20 Amended Bud.	FY2020-21 Budget	Budget Change
Non-Voted Ad-Valorem Taxes*	8,021,750	8,374,700	8,399,000	24,300
Business & Communication Taxes	1,215,913	1,191,000	1,186,900	(4,100)
Voter Approved Taxes*	2,822,101	2,879,200	2,888,500	9,300
Franchise Fees & Permits	982,340	950,400	950,400	0
Intergovernmental	846,318	814,000	623,900	(190,100)
Charges For Services	1,572,451	1,496,100	1,567,600	71,500
Fines & Forfeitures	172,392	103,200	103,200	0
Misc. Revenues	236,182	215,400	111,400	(104,000)
Internal Service & Debt Proceeds	676,200	715,000	805,000	90,000
Transfers from Fund Balance	0	1,462,100	5,574,700	4,112,600
TOTAL REVENUE	16,545,648	18,201,100	22,210,600	4,009,500

Legislative	158,494	331,900	260,400	(71,500)
Executive	696,577	567,500	605,100	37,600
Finance	579,632	674,700	580,000	(94,700)
Legal	129,658	168,600	153,900	(14,700)
Planning	114,899	134,600	138,200	3,600
Other Gov't Services	212,206	268,700	271,100	2,400
Public Safety	5,400,938	6,530,100	6,520,600	(9,500)
Building/Codes	520,264	550,100	557,300	7,200
Physical Environment	1,183,546	1,131,300	1,222,500	91,200
Physical Environment Debt	2,755,675	2,889,000	8,080,100	5,191,100
Public Works	1,178,239	1,854,300	1,839,800	(14,500)
Benefit Term Payout	48,130	29,400	29,400	0
Parks & Recreation	355,515	575,900	421,200	(154,700)
Community Center	339,448	537,200	371,600	(165,600)
Contingency	0	1,141,800	1,159,400	17,600
General Debt	817,966	816,000	0	(816,000)
Inventory [Prior Yr. Actual Only]	0	0	0	0
TOTAL EXPENSE	14,491,187	18,201,100	22,210,600	4,009,500

TOTAL REVENUE LESS EXPENSE	2,054,461	0	0	0
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CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2019-20 GENERAL FUND REVENUE BUDGET

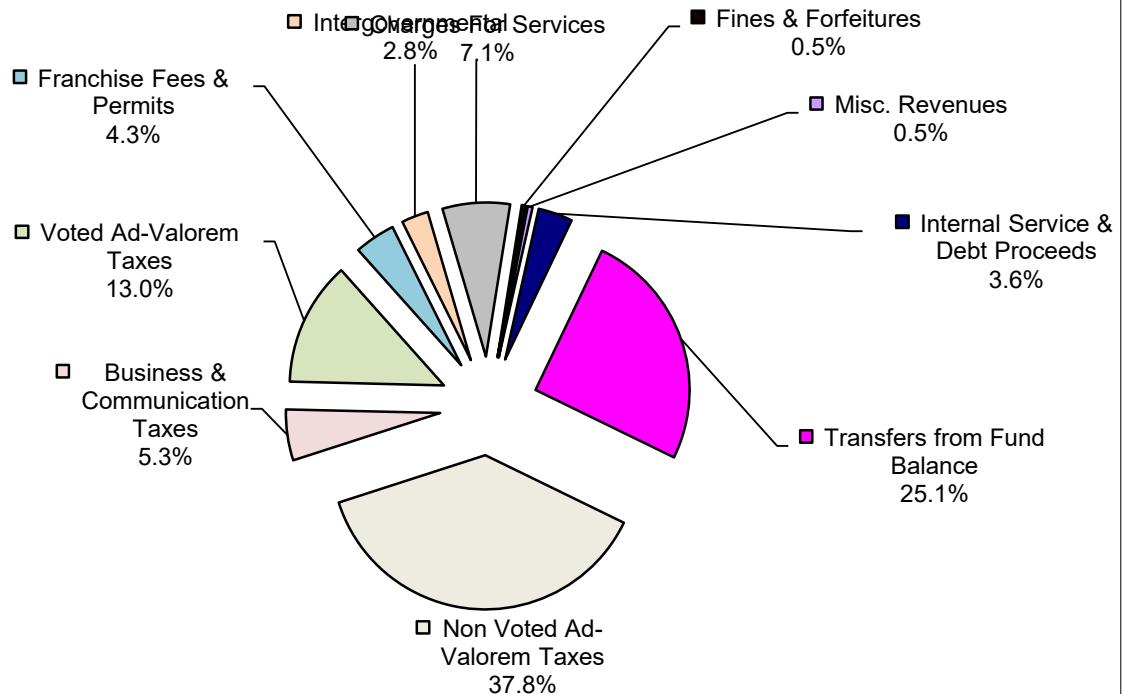
Account Description	GENERAL FUND LINE ITEM REVENUE DETAIL			
	FY2018-19 Actual	FY2019-20 Amended Bud.	FY2020-21 Budget	Budget Change
Based on State Revenue Estimate				
310-3110-11100 Ad-Valorem	7,853,215	8,259,000	8,283,000	24,000
310-3110-11115 Debt Service Ad-Valorem	2,762,891	2,838,800	2,847,100	8,300
310-3110-12000 Delinq Ad-Valorem	168,534	115,700	116,000	300
310-3110-12001 Delinq Debt-Serv Ad-Valorem	59,211	40,400	41,400	1,000
310-3130-13700 Business Tax Receipts	97,556	98,100	98,100	0
310-3130-13750 County Business Tax Rcpt.	3,957	3,800	3,800	0
310-3140-14100 Utility Tax-Elec 10%	851,535	850,500	850,500	0
310-3140-14110 Utility Tax-Gas 10%	13,323	14,200	14,200	0
310-3140-14130 Local Comm. Service Tax	249,541	224,400	220,300	(4,100)
320-3220-22100 Building Permits	197,870	160,400	160,400	0
320-3220-22110 Electric Permits	26,105	21,900	21,900	0
320-3220-22120 Plumbing Permits	35,405	24,000	24,000	0
320-3220-22130 Mechanical Permits	34,242	42,700	42,700	0
320-3220-22135 Excavation Permits	0	200	200	0
320-3220-22140 Plan Review	0	300	300	0
320-3220-22180 Franchise Fee-Elec.	605,462	619,000	619,000	0
320-3220-22190 Franchise Fee-Gas	31,211	32,600	32,600	0
320-3220-22200 Francise Fee-Impound	34,301	24,100	24,100	0
320-3220-29000 Other Lic. & Permits	17,744	25,200	25,200	0
330-3330-33540 Loc.Opt. 1-6 c Fuel Tax (.02)	184,823	183,000	135,100	(47,900)
330-3330-33550 Loc.Opt. 1-5 c Fuel Tax (.05) [R]	135,310	133,200	97,500	(35,700)
330-3340-33460 Public Safety Grants	835	0	0	0
330-3340-33480 Senior Center CDBG Grant	0	0	0	0
330-3340-33600 FEMA Grant	30,492	0	0	0
334-3347-69682 DBS Foundation Donations		0	0	0
330-3350-34410 FDOT Lighting Maint. Agree	97,251	100,100	100,100	0
330-3350-35120 State Revenue Sharing	121,662	120,400	95,700	(24,700)
330-3350-35150 Alcohol Bev. License	11,654	12,000	12,000	0
330-3350-35180 Loc.Gov. 1/2 Cent Sales Tax	249,969	248,800	167,000	(81,800)
330-3350-35410 Muni. Vehicle Rebate	6,552	8,600	8,600	0
330-3350-35490 FDOT Signal Maint Agree	7,772	7,900	7,900	0
340-3420-42140 Outside Detail	4,238	2,500	2,500	0
340-3420-42210 County Fire Protect Contract	56,937	55,600	55,600	0
340-3430-43400 Garbage Revenue	1,310,741	1,237,700	1,310,000	72,300
340-3430-43600 Recycling Revenue	99,165	93,600	99,200	5,600
340-3430-43700 Purchasing Card Rebates	48,201	48,000	48,000	0
340-3440-44400 Rentals	24,516	20,400	20,400	0
340-3470-47530 Comm. Center Fee	26,733	22,300	22,300	0
340-3470-47532 Comm. Ctr. Rental	5,270	1,800	1,800	0
340-3470-47540 Senior Center Fees	5,445	6,400	0	(6,400)
340-3470-47541 Senior Center Misc.	(14,284)	(12,200)	(12,200)	0
340-3470-47542 Senior Center Trips	5,490	20,000	20,000	0
350-3510-51100 Court Fines	76,969	40,000	40,000	0
350-3510-51300 Police/Fire Education	17,865	12,800	12,800	0
350-3510-51400 Ordinance Violations	9,570	10,000	10,000	0
350-3510-51600 Investigative Reimburse	10,321	4,600	4,600	0
350-3510-51700 Code Enforcement Fines	57,667	35,800	35,800	0

360-3610-61000	Pool Cash Interest	175,701	133,100	54,500	(78,600)
360-3610-61001	Debt Service Millage Interest	13,129	13,200	600	(12,600)
360-3610-61002	Loan Covenant Reserve Int.	20,094	21,600	8,800	(12,800)
360-3610-61200	SBA Operating Interest	13	0	0	0
360-3640-64000	Sale of Fixed Assets	4,417	11,000	11,000	0
360-3690-69670	Title Search Fee	5,830	4,500	4,500	0
360-3690-69900	Misc. Revenue	16,998	22,000	22,000	0
360-3690-69910	Insurance Proceeds	0	10,000	10,000	0
380-3820-82100	From Sewer Ops (Int. Svc.)	676,200	715,000	805,000	90,000
380-3841-13800	Debt Proceeds	0	0	0	0
390-3990-81400	Trans fr Road Imprv Fund Bal	0	0	0	0
390-3990-81600	Trans fr Gen Fund Fund Bal	0	1,462,100	5,574,700	4,112,600
TOTAL GENERAL FUND REVENUE		16,545,648	18,201,100	22,210,600	4,009,500

GENERAL FUND REVENUE - FUNCTIONAL SUMMARY

Account Description	FY2018-19 Actual	FY2019-20 Amended Bud.	FY2020-21 Budget	Budget Change
Non Voted Ad-Valorem Taxes	8,021,750	8,374,700	8,399,000	24,300
Business & Communication Taxes	1,215,913	1,191,000	1,186,900	(4,100)
Voted Ad-Valorem Taxes	2,822,101	2,879,200	2,888,500	9,300
Franchise Fees & Permits	982,340	950,400	950,400	0
Intergovernmental	846,318	814,000	623,900	(190,100)
Charges For Services	1,572,451	1,496,100	1,567,600	71,500
Fines & Forfeitures	172,392	103,200	103,200	0
Misc. Revenues	236,182	215,400	111,400	(104,000)
Internal Service & Debt Proceeds	676,200	715,000	805,000	90,000
Transfers from Fund Balance	0	1,462,100	5,574,700	4,112,600
TOTAL	16,545,648	18,201,100	22,210,600	4,009,500

General Fund Revenue Budget Summary

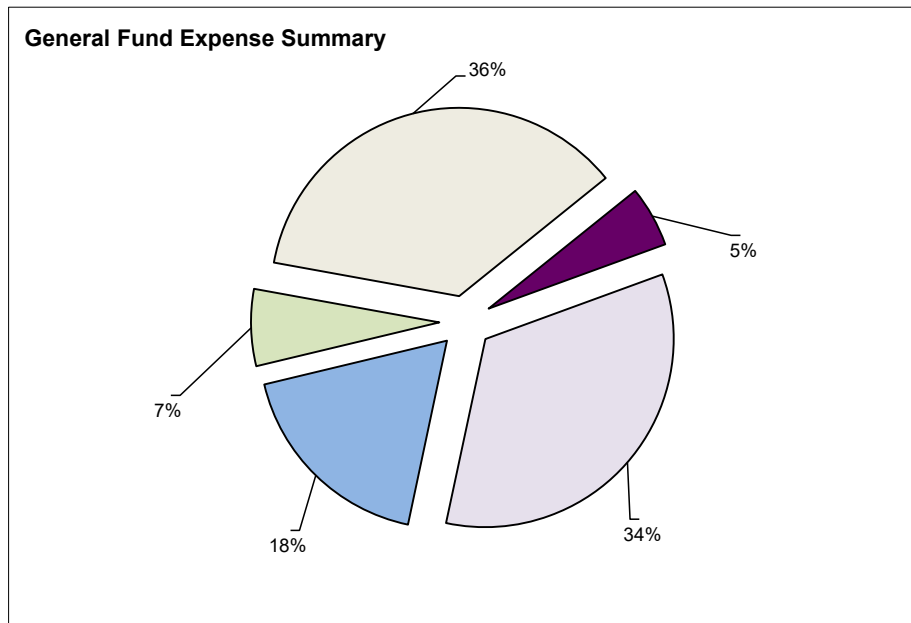


**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
GENERAL FUND EXPENDITURES SUMMARY**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	BUDGET CHANGE
5110	LEGISLATIVE	158,494	331,900	260,400	(71,500)
5120	EXECUTIVE	696,577	567,500	605,100	37,600
5130	FINANCE	579,632	674,700	580,000	(94,700)
5140	LEGAL	129,658	168,600	153,900	(14,700)
5150	PLANNING	114,899	134,600	138,200	3,600
5190	OTHER GOVT. SERVICES	212,206	268,700	271,100	2,400
5210	PUBLIC SAFETY	5,400,938	6,530,100	6,520,600	(9,500)
5240	BUILDING/CODE DEPT	520,264	550,100	557,300	7,200
5390	ENVIRONMENT (Incl. Debt)	3,939,221	4,020,300	9,302,600	5,282,300
5410	PUBLIC WORKS	1,178,239	1,854,300	1,839,800	(14,500)
5690	BENEFIT TERM PAYOUT	48,130	29,400	29,400	0
5720	PARKS & RECREATION	355,515	575,900	421,200	(154,700)
5751	COMMUNITY CENTER	339,448	537,200	371,600	(165,600)
5800	CONTINGENCY	0	1,141,800	1,159,400	17,600
5820	GENERAL DEBT	817,966	816,000	0	(816,000)
	Inventory [Prior Yr. Actual Only]	0	0	0	0
TOTAL EXPENDITURES		14,491,187	18,201,100	22,210,600	4,009,500

PROPOSED BUDGET: SUMMARY BY CATEGORY OF EXPENSE

PERSONNEL	7,236,952	7,479,200	7,529,300	50,100
OPERATIONS	3,331,467	4,092,600	3,977,400	(115,200)
CAPITAL	250,494	1,782,500	1,464,400	(318,100)
DEBT SERVICE	3,573,641	3,705,000	8,080,100	4,375,100
TRANSFERS / CONTNGCY.	0	1,141,800	1,159,400	17,600
TOTAL EXPENDITURES	14,392,555	18,201,100	22,210,600	4,009,500



**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5110-LEGISLATIVE EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REGULAR SALARY	63,075	63,100	63,100	0.3%	0
21	FICA	4,825	4,800	4,800	0.0%	0
22	RETIREMENT	0	0	0	0.0%	0
23	LIFE/HEALTH INSURANCE	0	0	0	0.0%	0
24	WORKER'S COMP.	1,314	1,400	1,300	0.0%	(100)
TOTAL PERSONAL SERVICES		69,213	69,300	69,200	0.3%	(100)
30	OPERATING EXPENSES					
40	VEHICLE EXPENSE/TRAVEL	8,275	14,400	14,700	0.1%	300
41	COMMUNICATIONS	734	1,400	1,700	0.0%	300
45	GENERAL INSURANCE	5,301	5,500	5,500	0.0%	0
47	PRINTING	0	400	400	0.0%	0
49	OTHER CHARGES	68,081	232,800	160,400	0.7%	(72,400)
51	OFFICE SUPPLIES	56	500	500	0.0%	0
52	OPERATING SUPPLIES	1,152	1,200	1,200	0.0%	0
54	BOOKS/MEMBERSHIPS	5,681	6,400	6,800	0.0%	400
TOTAL OPERATING EXPENSES		89,280	262,600	191,200	0.9%	(71,400)
60	CAPITAL OUTLAY					
620	BUILDING	0	0	0	0.0%	0
TOTAL CAPITAL OUTLAY		0	0	0	0.0%	0
GRAND TOTAL		158,494	331,900	260,400	1.2%	(71,500)

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5110-LEGISLATIVE EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			69,200
10120	REGULAR SALARY		63,100	
	MAYOR			
	COUNCIL MEMBERS (4)			
10210	FICA		4,800	
10220	RETIREMENT		0	
10230	HEALTH		0	
10231	LIFE/VISION/DENTAL/ADD		0	
10240	WORKER'S COMP.		1,300	
30	OPERATING EXPENSES			191,200
30403	VEHICLE EXPENSE/TRAVEL		14,700	
	FLA. LEAGUE CONF. (for 5)	7,000		
	MISC MEETINGS / DINNERS	1,800		
	MISC TRAVEL	4,600		
	VCOG/LEAGUE DINNERS	1300		
30411	TELEPHONE	1,600	1,600	
30412	POSTAGE	100	100	
30450	GENERAL INSURANCE	5,500	5,500	
30470	PRINTING		400	
	PAPER/BUSINESS CARDS	400		
30490	OTHER CHARGES		160,400	
	BOARD RECOG. EVENT	4,500		
	CC COOKOUT	6,500		
	CITY MARKETING PROGRAM	29,000		
	COUNCIL MTGS	1,100		
	EMPLOY/CITIZEN RECOGNTN	800		
	HOPE PLACE	15,000		
	FIRST STEP SHELTER	20,000		
	X-MAS EVENT/PARADE	3,500		
	PO/SD CHAMBER ANNEX	30,000		
	TRANS TO ECON DEV TRUST	50,000		
30510	OFFICE SUPPLIES	500	500	
30520	OPERATING SUPPLIES	1,200	1,200	
30540	BOOKS/MEMBERSHIP		6,800	
	CONSTANT CONTACT	300		
	FLA LEAGUE OF CITIES	500		
	FLA LEAGUE OF MAYORS	400		
	PO/SD CHAMBER	400		
	MISC / QC AD	300		
	TEAM VOLUSIA BUS. ALLIANCE	3,300		
	V-CARD	400		
	VOL LEAGUE OF CITIES	700		
	VOL. TPO	500		
60	CAPITAL EXPENSES			0
60620	BUILDING		0	
TOTAL LEGISLATIVE			260,400	260,400

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5120-EXECUTIVE DEPARTMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	422,613	308,500	329,800	1.5%	21,300
13	OTHER SALARY	0	3,000	3,000	0.0%	0
14	OVERTIME	10,816	0	0	0.0%	0
15	SPECIAL PAY	4,525	300	300	0.0%	0
21	FICA	31,291	22,700	23,400	0.1%	700
22	RETIREMENT	60,513	55,200	81,900	0.4%	26,700
23	LIFE/HEALTH INSURANCE	55,027	30,000	30,300	0.1%	300
24	WORKER'S COMP.	8,726	7,000	6,800	0.0%	(200)
	TOTAL PERSONAL SERVICES	593,511	426,700	475,500	2.1%	48,800
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	1,805	19,000	14,000	0.1%	(5,000)
34	CONTRACTUAL SERVICES	2,370	9,700	11,600	0.1%	1,900
35	TRAINING	1,467	2,000	2,000	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	7,492	12,000	12,000	0.1%	0
41	COMMUNICATIONS	25,312	38,600	28,400	0.1%	(10,200)
43	ELECTRIC	0	0	0	0.0%	0
44	RENT AND LEASE	0	0	0	0.0%	0
45	GENERAL INSURANCE	20,825	11,800	13,100	0.1%	1,300
46	REPAIRS/MAINTENANCE	13,422	5,400	5,400	0.0%	0
47	PRINTING	10,943	13,000	13,500	0.1%	500
49	OTHER CHARGES	7,849	14,200	14,200	0.1%	0
51	OFFICE SUPPLIES	2,602	4,000	4,000	0.0%	0
52	OPERATING SUPPLIES	4,545	6,000	6,000	0.0%	0
54	BOOKS/MEMBERSHIPS	4,435	5,100	5,400	0.0%	300
	TOTAL OPERATING EXPENSES	103,066	140,800	129,600	0.6%	(11,200)
60	CAPITAL OUTLAY					
61	LAND	0	0	0	0.0%	0
63	IMPROVEMENTS	0	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
90	CONTINGENCY	0	0	0	0.0%	0
	GRAND TOTAL	696,577	567,500	605,100	2.7%	37,600

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5120-EXECUTIVE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			475,500
10120	REGULAR SALARY		329,800	
	CITY MANAGER			
	CITY CLERK			
	ADMINISTRATIVE ASSISTANT			
10130	OTHER SALARY		3,000	
10140	OVERTIME		0	
10150	SPECIAL PAY		300	
10210	FICA		23,400	
10220	RETIREMENT		81,900	
10230	HEALTH		28,000	
10231	LIFE/VISION/DENTAL/ADD		2,300	
10240	WORKER'S COMP		6,800	
30	OPERATING EXPENSES			129,600
30310	PROFESSIONAL SERVICE		14,000	
	TESTING	4,000		
	MISC SERVICES	10,000		
30340	CONTRACT SERVICES		11,600	
	MUNI CODE I-NET FEE	2,000		
	CIVICLERK	4,000		
	WATERCOOLER	1,300		
	MUSIC LICENSING	1,500		
	NEOGOV	2,800		
30350	TRAINING		2,000	
	FACC CONFERENCE (2)	200		
	FLA. PUB. PERSONNEL CONF.	300		
	ICCMA/FCCMA CONFERENCES	600		
	IIMC CONFERENCE	300		
	MISC. SEMINARS	400		
	VOL. SAFETY COUNCIL	200		
30403	TRAVEL		12,000	
	MISC. MEET./DINNERS	2,000		
	AUTO ALLOWANCES (CM)	4,800		
	TRAVEL/PER DIEM CONF.	5,200		
30411	TELEPHONE		20,500	
	TELEPHONE & CELL	20,500		
30412	POSTAGE		7,900	
	MISC POSTAGE	3,500		
	PELICAN	4,400		
30431	ELECTRIC	0	0	
30440	RENTALS/LEASES	0	0	
30450	GENERAL INSURANCE	13100	13,100	
30460	REPAIRS/MAINTENANCE		5,400	
	COMPUTER	600		
	COPIER MAINT. CONTRACTS (2)	3,000		
	MAINT FEE-DIGTAL REC. SFTWR	1,800		
30462	HURRICANE EXPENSES	0	0	
30463	HURRICANE REPAIRS	0	0	
30470	PRINTING		13,500	
	MISC.	3,500		
	PELICAN	10,000		

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5120-EXECUTIVE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
30490	OTHER CHARGES		14,200	
	ADVERTISING	2,000		
	FLOWERS/PLAQUES	1,600		
	ICMA PLAN FEE	100		
	PRESENTATION MATERIAL	2,000		
	LUNCH/LEARN/MISC	5,500		
	XMAS PARTY/PICNIC	3,000		
30510	OFFICE SUPPLIES		4,000	
	GEN. OFFICE SUPPLIES	4,000		
30520	OPERATING SUPPLIES		6,000	
	MISC. SUPPLIES	6,000		
30540	BOOKS/MEMBERSHIP		5,400	
	BRIGHTHOUSE	800		
	SAM'S CLUB MEMB. & ADMIN FEE	300		
	FACC & FPP; MISC	600		
	FCCMA	400		
	FL MUNI ASSOC SAFETY/HEALTH	100		
	FMASH	100		
	ICCMA	1,000		
	ICMA (Booker)	1,300		
	MISC. PUBLICATIONS	400		
	NEWS JOURNAL (1)	200		
	VOL. SAFETY COUNCIL	200		
60	CAPITAL OUTLAY			0
60610	LAND		0	
		0		
60630	IMPROVEMENTS		0	
		0		
90	CONTINGENCY		0	0
90900	GENERAL CONTINGENCY	0		
TOTAL EXECUTIVE DEPT.			605,100	605,100

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5130-FINANCE DEPARTMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	327,498	344,100	355,700	1.6%	11,600
13	OTHER SALARY	0	0	0	0.0%	0
14	OVERTIME	3,440	0	0	0.0%	0
15	SPECIAL PAY	0	0	0	0.0%	0
21	FICA	24,294	26,300	27,200	0.1%	900
22	RETIREMENT	45,370	49,100	57,600	0.3%	8,500
23	LIFE/HEALTH INSURANCE	55,627	50,100	50,400	0.2%	300
24	WORKER'S COMP.	7,224	7,700	7,300	0.0%	(400)
	TOTAL PERSONAL SERVICES	463,453	477,300	498,200	2.2%	20,900
	Sewer Fund Personnel Cross-Charge			(\$174,000)		
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	8,800	7,000	7,000	0.0%	0
32	ACCOUNT/AUDIT SERVICES	46,455	29,200	34,200	0.2%	5,000
35	TRAINING	2,110	3,500	3,600	0.0%	100
40	VEHICLE EXPENSE/TRAVEL	3,947	6,800	6,800	0.0%	0
41	COMMUNICATIONS	3,109	3,700	4,000	0.0%	300
43	UTILITY SERVICES	0	0	0	0.0%	0
44	RENT AND LEASE	1,814	3,500	3,500	0.0%	0
45	GENERAL INSURANCE	5,301	5,500	5,500	0.0%	0
46	REPAIRS/MAINTENANCE	30,269	30,300	900	0.0%	(29,400)
47	PRINTING	632	1,800	1,800	0.0%	0
49	OTHER CHARGES	4,921	5,300	5,300	0.0%	0
51	OFFICE SUPPLIES	3,716	4,500	4,500	0.0%	0
52	OPERATING SUPPLIES	4,004	4,300	4,000	0.0%	(300)
54	BOOKS/MEMBERSHIPS	1,101	1,000	700	0.0%	(300)
	TOTAL OPERATING EXPENSES	116,179	106,400	81,800	0.4%	(24,600)
60	CAPITAL OUTLAY					
64	EQUIPMENT	0	91,000	0	0.0%	(91,000)
	TOTAL CAPITAL OUTLAY	0	91,000	0	0.0%	(91,000)
	GRAND TOTAL	579,632	674,700	580,000	2.6%	(94,700)
	Less Sewer Fund HR Cross-Charge			406,000	1.8%	

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5130-FINANCE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			498,200
10120	REGULAR SALARY		355,700	
	FINANCE DIRECTOR			
	ASST. FIN. DIR			
	ACCOUNTANT			
	ACCOUNTING CLERK I, II, III			
10130	OTHER SALARY		0	
10140	OVERTIME		0	
10150	SPECIAL PAY		0	
10210	FICA		27,200	
10220	RETIREMENT		57,600	
10230	HEALTH		46,600	
10231	LIFE/VISION/DENTAL/ADD		3,800	
10240	WORKER'S COMP.		7,300	
30	OPERATING EXPENSES			81,800
30310	PROFESSIONAL SERVICES		7,000	
	OPEB ACTUARY	7,000		
30320	ACCOUNT/AUDIT SERVICES		34,200	
	ANNUAL AUDIT/CAFR	29,200		
	SINGLE AUDIT (GRANTS)	5,000		
30350	TRAINING		3,600	
	FGFOA	1900		
	MUNIS	1200		
	CPA REQUIRED CEUs	500		
30403	TRAVEL		6,800	
	FGFOA	4,100		
	FICPA	700		
	MUNIS	1,800		
	LOCAL TRAINING TRAVEL	200		
30411	TELEPHONE	2,000	2,000	
30412	POSTAGE	2,000	2,000	
30440	RENTAL/LEASE		3,500	
	PITNEY-BOWES/POSTAGE METER	1,900		
	COPIER	1,600		
30450	GENERAL INSURANCE	5,500	5,500	
30460	REPAIRS/MAINTENANCE		900	
	COPIER/PHONE MAINT	900		
30470	PRINTING		1,800	
	ANNUAL BUDGET, CAFR	600		
	CHECKS, ENVELOPES, MISC	700		
	REQS, PO'S, HR FORMS	500		
30490	OTHER CHARGES		5,300	
	ACH & ICMA FEES	200		
	SBA/BoA FEES (GF Only)	5,100		
30510	OFFICE SUPPLIES		4,500	
	COPIER/PRINTER PAPER	1,200		
	MISC. OFF. SUPPLIES	2,400		
	PRINTER SUPPLIES	900		

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5130-FINANCE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	
30520	OPERATING SUPPLIES		4,000	
	MISC	4,000		
30540	PUBLICATIONS/MEMBERSHIPS		700	
	AICPA & FICPA MEMBERSHIP	500		
	FGFOA & V/F FGFOA MEM. (3)	200		
60	CAPITAL OUTLAY			0
60640	EQUIPMENT		0	
TOTAL FINANCE DEPT.			580,000	580,000

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5140-LEGAL EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	116,663	127,000	105,000	0.5%	(22,000)
47	PRINTING/CITY ORD.	2,739	500	5,500	0.0%	5,000
49	OTHER CHARGES	10,256	41,100	43,400	0.2%	2,300
54	BOOKS/MEMBERSHIPS	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
	TOTAL OPERATING EXPENSE	129,658	168,600	153,900	0.7%	(14,700)
	GRAND TOTAL	129,658	168,600	153,900	0.7%	(14,700)

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5140-LEGAL EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
30	OPERATING EXPENSES			153,900
30311	PROFESSIONAL SERVICES	0	0	
30313	MISC LEGAL FEES	105,000	105,000	
30470	PRINTING		5,500	
	ORDINANCE CODIFICATIONS	5,500		
30490	OTHER CHARGES		43,400	
	CODE ON THE INTERNET	1,000		
	ELECTIONS	4,000		
	LEGAL ADVERTISING	18,000		
	MISC	400		
	SETTLEMNTS/DEDUCTIBLS	20,000		
30540	BOOKS/MEMBERSHIPS		0	
	MISC	0		
TOTAL LEGAL			153,900	153,900

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5150-COMPREHENSIVE PLANNING EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	82,458	84,300	87,200	0.4%	2,900
13	OTHER SALARY	0	0	0	0.0%	0
14	OVERTIME	0	0	0	0.0%	0
21	FICA	6,288	6,500	6,700	0.0%	200
22	RETIREMENT	8,246	8,400	8,900	0.0%	500
23	LIFE/HEALTH INSURANCE	11,104	10,000	10,100	0.0%	100
24	WORKER'S COMP.	<u>1,689</u>	<u>1,900</u>	<u>1,800</u>	0.0%	<u>(100)</u>
	TOTAL PERSONAL SERVICES	109,785	111,100	114,700	0.5%	3,600
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	234	5,000	5,000	0.0%	0
34	CONTRACT SERVICES	0	0	0	0.0%	0
35	TRAINING	0	3,700	3,700	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	0	700	700	0.0%	0
41	COMMUNICATIONS	76	200	200	0.0%	0
47	PRINTING	0	500	500	0.0%	0
52	OPERATING SUPPLIES	305	400	400	0.0%	0
54	BOOKS/MEMBERSHIPS	480	1,000	1,000	0.0%	0
55	PLANNING BOARD	<u>4,020</u>	<u>12,000</u>	<u>12,000</u>	0.1%	0
	TOTAL OPERATING EXPENSES	5,115	23,500	23,500	0.1%	0
60	CAPITAL OUTLAY					
64	EQUIPMENT	0	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
	GRAND TOTAL	114,899	134,600	138,200	0.6%	3,600

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5150-COMPREHENSIVE PLANNING EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			114,700
10120	REGULAR SALARY		87,200	
	CITY PLANNER			
10130	OTHER SALARY		0	
10140	OVERTIME		0	
10210	FICA		6,700	
10220	RETIREMENT		8,900	
10230	HEALTH		9,300	
10231	LIFE/VISION/DENTAL/ADD		800	
10240	WORKER'S COMP		1,800	
30	OPERATING EXPENSES			23,500
30310	PROFESSIONAL SERVICES		5,000	
	ANNEX MAPPING/ GIS SRVS	2,000		
	ENGINEERING SERVICES	3,000		
30340	CONTRACT SERVICES	0	0	
30350	TRAINING		3,700	
	SEMINARS/ASSOCIATIONS	700		
	CONTINUING ED	3,000		
30403	TRAVEL		700	
	SEMINARS/WORKSHOPS	700		
30412	POSTAGE	200	200	
30470	PRINTING	500	500	
30520	OPERATING SUPPLIES		400	
	MISC SUPPLY	400		
30540	BOOKS,SUBSCRIP/MEMBER	1,000	1,000	
30550	PLANNING BOARD		12,000	
	HEARINGS/LEGAL EXPENSES	12,000		
60	CAPITAL OUTLAY			0
60640	EQUIPMENT	0	0	
TOTAL COMPREHENSIVE PLANNING			138,200	138,200

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5190-OTHER GOVERNMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
356	COMPUTING NETWORK MAINT	163,869	201,200	220,300	1.0%	19,100
553	CODE ENFORCEMENT BOARD	5,842	6,000	6,000	0.0%	0
554	BEAUTIFICATION BOARD	0	0	0	0.0%	0
556	CITY BEAUTIFICATION GRANT	27,300	46,500	29,800	0.1%	(16,700)
565	CULTURE AND ENTERTAINMENT	15,195	15,000	15,000	0.1%	0
	TOTAL OPERATING EXPENSES	212,206	268,700	271,100	1.2%	2,400
60	CAPITAL OUTLAY					
62	BUILDING		0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
	GRAND TOTAL	212,206	268,700	271,100	1.2%	2,400

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5190-OTHER GOVERNMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
30	OPERATING EXPENSES			250,100
30356	COMPUTING NETWORK MAINT		220,300	
	FLGISA Membership Dues	200		
	A1A Point to Multipoint Wireless Project	2,000		
	Backup - Veeam B&R Enterprise Licensing	5,400		
	Server OS & Client Access Licenses	4,500		
	Server RAM	1,500		
	Misc Supplies	3,500		
	CH IP Cameras	1,000		
	Desktop Monitor R&R	1,500		
	Desktop UPS	1,000		
	Digital Signage	700		
	Network Switches/Cabling/Equipment	6,000		
	Printers/Scanners	2,500		
	Server UPS	1,800		
	Wifi Access Points	750		
	Active Directory Automation Tool	3,000		
	Anti-Malware - 40 Seats	2,000		
	Cisco Umbrella Web Filtering	8,700		
	Civic Enage - City Web Site, Mobile App	6,900		
	CivicHR	3,500		
	CivicRec	4,500		
	CivicClerk	3,150		
	Guardian Tracking Contract	3,300		
	Intrusion Detection Hardware	2,500		
	Nessus Vulnerability Scanner Software Contrac	2,200		
	Office 365 Email Subscription	16,300		
	Office 365 Public Records Archive	3,000		
	Offsite Backup	4,000		
	Software - Adobe Services	4,000		
	External Server Hosting (Shores Pay, Video Str	1,000		
	Social Media Archiving	3,500		
	2FA Licensing	3,000		
	Training,Conference,Travel	6,500		
	KnowBe4	2,500		
	Vehicle Support	1,500		
	Firewall Warranty	4,000		
	Remote Access Software	1,200		
	Desktop Warranties	600		
	Desktop/Laptop R&R	10,000		
	L0phtCrack PW Auditor Software Contract	200		
	PDQ Inventory & Deploy Software Contract	2,000		
	Server Warranties	3,000		
	Munis Software Maint	45,600		
	Virtualization Storage Replacement	32,000		
	VMWare Licensing Contract	4,300		
30553	CODE ENFORCEMENT BOARD		6,000	
30554	BEAUTIFICATION BOARD		0	
30556	CITY BEAUTIFICATION GRANT		29,800	
	Beautification Grants	1,500		
	Sign Grants	28,300		
30565	CULTURE AND ENTERTAINMENT		15,000	
60	CAPITAL OUTLAY			0
60620	BUILDING		0	
		0		
OTHER GOVERNMENT TOTAL			271,100	271,100

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
PUBLIC SAFETY SUMMARY**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	2,579,637	2,878,600	2,815,400	12.7%	(63,200)
13	OTHER SALARY	0	45,800	45,600	0.2%	(200)
14	OVERTIME	330,086	247,900	241,300	1.1%	(6,600)
15	SPECIAL PAY	30,884	38,700	38,700	0.2%	0
21	FICA	219,625	234,900	229,600	1.0%	(5,300)
22	RETIREMENT	617,901	639,800	656,700	3.0%	16,900
23	LIFE/HEALTH INSURANCE	490,966	470,900	471,400	2.1%	500
24	WORKER'S COMP.	62,017	71,100	64,000	0.3%	(7,100)
	TOTAL PERSONAL SERVICES	4,331,116	4,627,700	4,562,700	20.5%	(65,000)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	8,593	5,000	5,000	0.0%	0
34	CONTRACTUAL SERVICES	7,819	10,500	10,500	0.0%	0
35	TRAINING	55,765	96,000	90,000	0.4%	(6,000)
36	COMPUTING NETWORK MAINT	182,849	216,300	282,900	1.3%	66,600
40	VEHICLE EXPENSE/TRAVEL	170,078	184,900	181,800	0.8%	(3,100)
41	COMMUNICATIONS	36,516	38,200	60,500	0.3%	22,300
43	UTILITIES	85,519	95,000	84,600	0.4%	(10,400)
44	RENT AND LEASE	41,587	35,300	47,100	0.2%	11,800
45	GENERAL INSURANCE	116,923	118,900	120,300	0.5%	1,400
46	REPAIRS/MAINTENANCE	31,185	58,800	57,400	0.3%	(1,400)
47	PRINTING	1,090	2,000	2,000	0.0%	0
49	OTHER CHARGES	3,484	8,000	8,000	0.0%	0
51	OFFICE SUPPLIES	8,759	11,400	11,400	0.1%	0
52	OPERATING SUPPLIES	234,760	271,600	255,000	1.1%	(16,600)
54	BOOKS/MEMBERSHIPS	7,755	11,100	11,000	0.0%	(100)
	TOTAL OPERATING EXPENSES	992,682	1,163,000	1,227,500	5.5%	64,500
60	CAPITAL OUTLAY					
62	BUILDING	0	0	13,000	0.1%	13,000
64	EQUIPMENT	77,141	739,400	717,400	3.2%	(22,000)
	TOTAL CAPITAL OUTLAY	77,141	739,400	730,400	3.3%	(9,000)
	GRAND TOTAL	5,400,938	6,530,100	6,520,600	29.4%	(9,500)

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5210-PUBLIC SAFETY ADMIN. & CID EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	642,322	833,900	807,400	3.6%	(26,500)
13	OTHER SALARY	0	19,600	19,400	0.1%	(200)
14	OVERTIME	14,981	8,300	7,000	0.0%	(1,300)
15	SPECIAL PAY	17,606	6,100	6,100	0.0%	0
21	FICA	48,654	64,800	62,400	0.3%	(2,400)
22	RETIREMENT	127,699	134,300	148,500	0.7%	14,200
23	LIFE/HEALTH INSURANCE	101,685	120,200	111,000	0.5%	(9,200)
24	WORKER'S COMP.	13,417	18,800	16,700	0.1%	(2,100)
	TOTAL PERSONAL SERVICES	966,364	1,206,000	1,178,500	5.3%	(27,500)
30	OPERATING EXPENSES					
35	TRAINING	5,079	7,800	3,600	0.0%	(4,200)
36	COMPUTING NETWORK MAINT.	182,849	216,300	282,900	1.3%	66,600
40	VEHICLE EXPENSE/TRAVEL	20,281	44,800	44,800	0.2%	0
41	COMMUNICATIONS	36,624	36,000	40,700	0.2%	4,700
43	UTILITY SERVICES	85,241	95,000	84,600	0.4%	(10,400)
44	RENT AND LEASE	2,262	5,800	5,800	0.0%	0
45	GENERAL INSURANCE	114,717	116,600	116,600	0.5%	0
46	REPAIRS/MAINTENANCE	2,197	1,900	1,900	0.0%	0
47	PRINTING	446	1,000	1,000	0.0%	0
49	OTHER CHARGES	3,484	8,000	8,000	0.0%	0
51	OFFICE SUPPLIES	6,351	6,400	6,400	0.0%	0
52	OPERATING SUPPLIES	11,914	21,500	22,200	0.1%	700
54	BOOKS/MEMBERSHIPS	5,948	7,600	7,400	0.0%	(200)
	TOTAL OPERATING EXPENSES	477,393	568,700	625,900	2.8%	57,200
60	CAPITAL OUTLAY					
62	BUILDING	0	0	13,000	0.1%	13,000
64	EQUIPMENT	0	34,500	0	0.0%	(34,500)
	TOTAL CAPITAL OUTLAY	0	34,500	13,000	0.1%	(21,500)
	GRAND TOTAL	1,443,756	1,809,200	1,817,400	8.2%	8,200

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5210-PUBLIC SAFETY ADMIN. & CID EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			1,178,500
10120	REGULAR SALARY		807,400	
	PUBLIC SAFETY DIRECT.			
	ADMIN. ASST			
	RECORDS CLERK			
	CAPTAIN			
	LIEUTENANT(S)			
	CRIME ANALYST			
	P/T ACCREDITATION/FIRE SUPT.			
10130	OTHER SALARY		19,400	
10140	OVERTIME		7,000	
10150	SPECIAL PAY		6,100	
10210	FICA		62,400	
10220	RETIREMENT		148,500	
10230	HEALTH		102,600	
10231	LIFE/VISION/DENTAL/ADD		8,400	
10240	WORKER'S COMP.		16,700	
30	OPERATING EXPENSES			625,900
30350	TRAINING		3,600	
	CAREER DEVELOPMENT	800		
	ACCREDITATION CONFERENCES	600		
	CEU/MISC TRAINING & BOOKS	700		
	CID TRAINING	800		
	FIRE MARSHALL CONFERENCES	700		
	MISC TRAINING	500		
	MISC TRAINING BOOKS	800		
	POLICE CHIEFS CONF	900		
	PROPERTY/EVIDENCE TRAINING	2,000		
30356	COMPUTING NETWORK MAINTENANCE		282,900	
	Server OS & Client Access Licenses	2,000		
	Server RAM	1,000		
	Firewall Support	4,000		
	Access Control Readers R&R	2,500		
	Desktop Monitor R&R	750		
	Desktop UPS	1,000		
	Laptop Docks	800		
	Network Switches/Cabling/Equipment	6,000		
	PC Admin Field Laptop	2,500		
	PC CID Field Laptop	2,500		
	PC Patrol Field Laptops	10,000		
	PCs Office Desktop R&R	2,500		
	Printers/Tapes	2,500		
	Security Cameras	2,000		
	Server UPS	2,000		
	Vehicle Printers	1,000		
	VPN 2FA Authentication Tokens	500		
	Wifi Access Points	1,000		
	Office 365 Email Subscription	19,000		
	Axon Convert - CCTV Software	9,000		
	Body Camera/Vehicle Camera Equip/Licenens	65,000		
	Cable/Internet	7,200		
	County RMS System	5,000		
	Finder	2,500		
	eAgent 2.0	6,000		
	FTO Maintenance Program	1,200		
	Intrusion Detection Hardware	2,500		

	Mobile Device Management (MDM)	2,500	
	Offsite Backup	4,000	
	Power DMS Maintenance Contract	5,700	
	Quartermaster Software	12,000	
	Software Support/Maintenance	1,500	
	TLO Investigate Program	1,300	
	VPN 2FA Authentication Licenses	5,000	
	Software - Adobe Services	5,000	
	AMAG SSA Contract	1,650	
	Anti-Malware	2,500	
	CID Tracking Software	500	
	CID Call Yo	5,000	
	Crossmatch Scanner Contract	1,000	
	Interview Room Software/Hardware Warranty	2,500	
	Manager Plus Maintenance Contract	500	
	CCTV DVR Replacement Server	20,000	
	Replacement Backup Storage	20,000	
	Digital Evidence Storage Server Replacement	20,000	
	RapidID	4,500	
	PC Field Laptop Warranties	1,500	
	Server Warranties	4,000	
	Fire Inspector Software	300	
30401	GAS/OIL	24,900	24,900
30402	REPAIRS	6,900	6,900
30403	TRAVEL		13,000
	FIRE MARSHALL CONF	1,000	
	FLORIDA POLICE CHIEF'S CONFS	2,500	
	ACCREDITATION CONFERENCES	3,000	
	MISC. SEMINARS/CONFER	5,300	
	WITNESS INTERVIEWS/SUSPECTS	1,200	
30411	TELEPHONE		39,200
	PHONE SERVICE	22,400	
	VERIZON	3,300	
	AT&T	13,500	
30412	POSTAGE	1,500	1,500
30431	ELECTRIC	72,000	72,000
30432	WATER	10,700	10,700
30434	SEWER	1,900	1,900
30440	LEASES		5,800
	COPIER	2,700	
	MISC. VEH. RENTALS	1,900	
	WATER COOLER	1,200	
30450	GENERAL INSURANCE	116,600	116,600
30460	REPAIRS/MAINTENANCE		1,900
	FLORIDA PAC	600	
	MISCELLANEOUS	1,000	
	SHREDDER CONTRACT	300	
30470	PRINTING	1,000	1,000
30490	OTHER CHARGES		8,000
	AWARDS CEREMONY	3,000	
	DRUG BUYS/INFORMANT.	5,000	

30510	OFFICE SUPPLIES	6,400	6,400
30520	OPERATING SUPPLIES		22,200
	CLOTHING ALLOWS.	5,500	
	EVIDENCE SUPPLS/PROC	2,000	
	MISC. OPERATING/CLEANING	2,500	
	OFFICE CHAIRS/FOLDING CHAIRS	3,500	
	UNIFORMS & CLEANING	6,000	
	FENCING FOR COMPOUND	2,700	
30540	BOOKS/MEMBERSHIP		7,400
	Florida Police Chiefs Assoc.	600	
	Volusia County Police Chiefs	200	
	NFPA Subscription Service/Membership	1,500	
	Volusia County Fire Chief Assoc/VCFPA	100	
	International Assoc. of Fire Chiefs	100	
	International Police Chiefs Assoc.	100	
	FBI Academy Assoc./LEEDA	400	
	FLA PAC	100	
	Code Books & Updates	3,000	
	Assorted Memberships and Subscriptions	1,000	
	National Directory	100	
	Digital Newspaper 12 months	200	
60	CAPITAL OUTLAY		13,000
60620	BUILDING		13,000
	Transfer Switch Replacement	13,000	
60640	EQUIPMENT		0
	TOTAL P.S. ADMIN.		1,817,400
			1,817,400

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5211-PUBLIC SAFETY PATROL & RESCUE EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	1,848,988	1,954,300	1,914,600	8.6%	(39,700)
13	OTHER SALARY	0	25,300	25,300	0.1%	0
14	OVERTIME	312,301	238,600	233,300	1.1%	(5,300)
15	SPECIAL PAY	11,742	32,600	32,600	0.1%	0
21	FICA	164,237	163,000	159,900	0.7%	(3,100)
22	RETIREMENT	482,730	498,100	500,500	2.3%	2,400
23	LIFE/HEALTH INSURANCE	367,073	330,700	340,200	1.5%	9,500
24	WORKER'S COMP.	46,724	50,200	45,300	0.2%	(4,900)
	TOTAL PERSONAL SERVICES	3,233,796	3,292,800	3,251,700	14.6%	(41,100)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	8,593	5,000	5,000	0.0%	0
34	CONTRACTUAL SERVICES	6,568	9,700	9,700	0.0%	0
35	TRAINING	50,687	88,200	86,400	0.4%	(1,800)
40	VEHICLE EXPENSE/TRAVEL	149,529	138,600	135,800	0.6%	(2,800)
41	COMMUNICATIONS	(107)	2,200	19,800	0.1%	17,600
44	RENT AND LEASE	39,325	29,500	41,300	0.2%	11,800
45	GENERAL INSURANCE	1,652	1,700	3,100	0.0%	1,400
46	REPAIRS/MAINTENANCE	25,849	53,000	50,600	0.2%	(2,400)
47	PRINTING	644	1,000	1,000	0.0%	0
51	OFFICE SUPPLIES	2,407	5,000	5,000	0.0%	0
52	OPERATING SUPPLIES	216,242	244,200	226,900	1.0%	(17,300)
54	BOOKS/MEMBERSHIPS	1,807	3,500	3,600	0.0%	100
	TOTAL OPERATING EXPENSES	503,194	581,600	588,200	2.6%	6,600
60	CAPITAL OUTLAY					
62	BUILDING	0	0	0	0.0%	0
64	EQUIPMENT	77,141	704,900	717,400	3.2%	12,500
	TOTAL CAPITAL OUTLAY	77,141	704,900	717,400	3.2%	12,500
	GRAND TOTAL	3,814,130	4,579,300	4,557,300	20.5%	(22,000)

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5211-PUBLIC SAFETY PATROL & RESCUE EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			3,251,700
10120	REGULAR SALARY		1,914,600	
	SERGEANTS (6)			
	DETECTIVES (4)			
	OFFICERS/RESCUE (22)			
10130	OTHER SALARY		25,300	
10140	OVERTIME		233,300	
10150	SPECIAL PAY		32,600	
10210	FICA		159,900	
10220	RETIREMENT		500,500	
10230	HEALTH		307,800	
10231	LIFE/VISION/DENTAL/ADD/CANCER		32,400	
10240	WORKER'S COMP.		45,300	
30	OPERATING EXPENSES			588,200
30310	PROFESSIONAL SERVICES		5,000	
	DRUG SCREENINGS-NEW HIRE	400		
	HEPATITIS B VAC.	1,400		
	MISC	200		
	MISC DRUG SCREENS	500		
	PHYS/EKG/PSYCH EXAMS	2,500		
30340	CONTRACT SERVICES		9,700	
	CERTIFICATE RENEWALS	1,700		
	OUTSIDE CONTRACT SERVICES	8,000		
30350	TRAINING		84,900	
	Career Development Courses	1,800		
	CID Training & Conferences	10,000		
	Clin Con Conference	300		
	Defensive Tactics Instructor	1,000		
	Educational Reimbursement	13,000		
	EVOC/PumpOps/Company Officer training	3,300		
	Fire Inspector CEU	200		
	Firearms Instructor Training	5,000		
	Firearms Training/Training Ammo	25,000		
	IAFCI Conference	2,400		
	Less lethal training	300		
	Misc. Training Expenses	6,500		
	Paramedic and EMT Re-Certification	1,100		
	Paramedic/EMTSkill Refresher	4,650		
	PIO Conference	500		
	Police & Fire Related Courses, Books, Sem	700		
	Tactical Team training	6,700		
	TRT Rope Rescue	1,400		
	IA Conference	1,000		
30351	PSO FIRE TRAINING	1,500	1,500	
30401	GAS/OIL	60,000	60,000	
30402	REPAIRS		60,800	
	EMER LIGHTS/MICRON LTS (3)	4,500		
	GEN.REPAIR/MAINT	44,000		
	CONTRACT CAR WASH	3,000		
	VEHICLE STORAGE BOXES	3,000		
	REPLACEMENT SPOT LIGHTS	2,800		
	WHELEN LIGHT & SIREN PACKAGE	2,000		
	MOTORCYCLE EQUIP	1,500		
30403	TRAVEL		15,000	
	Patrol -Travel to Seminars, Court and Confe	5,000		
	CID- Travel to Seminars, Court and Confe	9,000		
	Fire Marshal - Travel to Conferences	1,000		

30411	TELEPHONE		19,800
	Verizon	400	
	ATT	19,400	
30440	LEASES		41,300
	D.B. HYDRANTS	8,600	
	MONTHLY COPIES CHARGE	600	
	P.O. HYDRANTS	12,300	
	AIR CARDS/LAPTOPS	19,800	
30450	GENERAL INSURANCE	3,100	3,100
30460	REPAIRS/MAINTENANCE		50,600
	Bio Hazard Disposal	1,500	
	Fire Extinguisher service	400	
	Maintenance Contract for Radios	11,000	
	Mako Compressor Maintenance & Repairs	1,500	
	Medical Equipment	800	
	Meth lab cleanup	6,000	
	Misc. Services/Repairs	2,300	
	MSA Annual flow tests/repairs	3,000	
	Physio Control Annual Data Plan	315	
	Physio Tech Support 2 life paks	4,000	
	Radar Units (Calibrate 2 times/year-repairs)	2,000	
	Radio and Light Bars not included in Mainte	1,000	
	Radio Profile Update 80 radios @ \$34. each	2,880	
	TNT/Edraulic/strong arm servicing	950	
	Weapon maintenance & replacement parts	2,500	
	Callyo annual subscription	5,500	
	Pump, Ladder & Hose Testing	4,000	
	Ladder repair & labels	500	
	Bunker Gear cleaning	500	
30470	PRINTING		1,000
	REPORTS/FORMS/ETC...	1,000	
30510	OFFICE SUPPLIES	5,000	5,000
30520	OPERATING SUPPLIES		226,900
	2 Replacement chairs	1,000	
	2-Tasers	2,200	
	AED 2	2,800	
	Badges	1,500	
	Ballistic Vests 5	4,300	
	Bunker gear 10 sets	25,000	
	Car Radios 2	9,200	
	CID duty gear & equipment	1,000	
	Decon Equipment	500	
	Dehumidifier	400	
	Drug Test Kits	1,500	
	Duty Ammo	5,400	
	Duty gear	5,000	
	Evidence supplies/equipment	4,500	
	Fire Extinguishers	500	
	Fire gloves/hoods/helmets/boots/misc acce:	5,700	
	Fire Inspector Tools & equipment	200	
	Glock conversion package	26,300	
	Hearing & Eye Protection	400	
	Load Bearing outer carriers 5	1,600	
	Medical Supplies	25,000	
	Miscellaneous Equipment	3,000	
	Miscellaneous Supplies & Tools	2,000	
	MSA Masks & Parts/heads up displayscartri	5,000	
	Night Vision	3,200	
	Oxygen Fill Station	400	
	Personnel Rehab Equipment 2	500	
	Portable Radios 2	8,800	
	Radios/Antennas/Batteries/microphones/Ch	3,500	
	Shoe allowance	5,500	
	Stalker Radar units 4	8,800	

	Tactical Equipment	5,000		
	Taser Batteries/Cartridges/Holsters	4,000		
	Tools, Hose & Foam	5,000		
	Tourniquet & Holders	2,400		
	TRT Rope Rescue	700		
	Uniforms & Cleaning/Motor gear	40,000		
	Wet bath Intoxilyzer 5	5,100		
30540	BOOKS/MEMBERSHIP		3,600	
	50 Florida Law Enforcement Handbooks	1,200		
	Florida State Statutes	700		
	IAFCI Membership	100		
	Misc Publications/Memberships	800		
	IAFCI Certification	500		
	NOTA membership	300		
60	CAPITAL OUTLAY			717,400
60620	BUILDING	0	0	
60640	EQUIPMENT		717,400	
	PATROL CARS (2)	95,600		
	FIRETRUCK(CARRYOVER)	570,000		
	CID VEHICLE	31,800		
	CASCADE MAKO REFURBISHED	10,000		
	SCBA TEST MACHINE	10,000		
	TOTAL P.S. PATROL DEPARTMENT		4,557,300	4,557,300

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5213-PUBLIC SAFETY- AUTO MAINTENANCE EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	88,327	90,400	93,400	0.4%	3,000
13	OTHER SALARY	0	900	900	0.0%	0
14	OVERTIME	2,804	1,000	1,000	0.0%	0
15	SPECIAL PAY	1,535	0	0	0.0%	0
21	FICA	6,734	7,100	7,300	0.0%	200
22	RETIREMENT	7,472	7,400	7,700	0.0%	300
23	LIFE/HEALTH INSURANCE	22,208	20,000	20,200	0.1%	200
24	WORKER'S COMP.	1,876	2,100	2,000	0.0%	(100)
	TOTAL PERSONAL SERVICES	130,957	128,900	132,500	0.6%	3,600
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	1,251	800	800	0.0%	0
35	TRAINING	0	0	0	0.0%	0
40	VEH EXP/TRAVEL	268	1,500	1,200	0.0%	(300)
43	UTILITY SERVICES	279	0	0	0.0%	0
44	RENT/LEASE	0	0	0	0.0%	0
45	GENERAL INSURANCE	555	600	600	0.0%	0
46	REPAIRS/MAINT.	3,139	3,900	4,900	0.0%	1,000
52	OPERATING SUPPLIES	6,604	5,900	5,900	0.0%	0
54	BOOKS/MEMBERSHIPS	0	0	0	0.0%	0
	TOTAL OPERATING EXPENSES	12,095	12,700	13,400	0.1%	700
60	CAPITAL OUTLAY					
64	EQUIPMENT	0	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
	GRAND TOTAL	143,052	141,600	145,900	0.7%	4,300

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5213-PUBLIC SAFETY- AUTO MAINTENANCE EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			132,500
10120	REGULAR SALARY		93,400	
	MECHANICS (2)			
10130	OTHER SALARY		900	
10140	OVERTIME		1,000	
10150	SPECIAL PAY		0	
10210	FICA		7,300	
10220	RETIREMENT		7,700	
10230	HEALTH		18,700	
10231	LIFE/VISION/DENTAL/ADD		1,500	
10240	WORKER'S COMP.		2,000	
30	OPERATING EXPENSES			13,400
30340	CONTRACT SERVICES		800	
	UNIFORM RENTAL	800		
30350	TRAINING	0	0	
30401	GAS/OIL	700	700	
30402	REPAIRS	500	500	
30403	TRAVEL	0	0	
30433	UTILITY SERVICES	0	0	
30440	RENT/LEASE	0	0	
30450	GENERAL INSURANCE	600	600	
30460	REPAIRS/MAINTENANCE		4,900	
	FUEL PUMP MAINT CONTRACT	1,300		
	GENERATOR MAINTENANCE	1,700		
	MISC. REPAIRS	1,400		
	TIRE DISPOSAL	500		
30520	OPERATING SUPPLIES		5,900	
	DISPOSE OF HAZ. WASTE	1,200		
	MISC TOOLS/EQUIP./SOFTWR	3,700		
	WELDING SUPPLIES	700		
	WORK SHOE ALLOWANCE	300		
30540	BOOKS/MEMBERSHIP	0	0	
60	CAPITAL OUTLAY			0
60640	EQUIPMENT		0	
TOTAL AUTOMOBILE MAINT. DEPT.			145,900	145,900

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5240-BUILDING AND CODES EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	366,035	372,400	382,400	1.7%	10,000
13	OTHER SALARY	0	5,600	5,600	0.0%	0
14	OVERTIME	1,082	500	500	0.0%	0
15	SPECIAL PAY	2,396	2,300	2,300	0.0%	0
21	FICA	27,232	29,100	29,700	0.1%	600
22	RETIREMENT	40,435	44,100	49,200	0.2%	5,100
23	LIFE/HEALTH INSURANCE	55,631	50,100	50,400	0.2%	300
24	WORKER'S COMP.	<u>7,694</u>	<u>8,500</u>	<u>8,000</u>	0.0%	<u>(500)</u>
	TOTAL PERSONAL SERVICES	500,504	512,600	528,100	2.4%	15,500
	Sewer Fund Personnel Cross-Charge			(\$76,200)		
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	3,758	2,300	2,300	0.0%	0
35	TRAINING	694	4,000	4,000	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	2,112	6,200	5,700	0.0%	(500)
41	COMMUNICATIONS	0	4,800	3,000	0.0%	(1,800)
44	RENT AND LEASE	1,416	0	0	0.0%	0
46	REPAIRS/MAINTENANCE	3,844	5,100	5,100	0.0%	0
47	PRINTING	241	500	500	0.0%	0
51	OFFICE SUPPLIES	1,615	2,000	2,000	0.0%	0
52	OPERATING SUPPLIES	4,882	10,900	4,900	0.0%	(6,000)
54	BOOKS/MEMBERSHIPS	<u>1,199</u>	<u>1,700</u>	<u>1,700</u>	0.0%	<u>0</u>
	TOTAL OPERATING EXPENSES	19,759	37,500	29,200	0.1%	(8,300)
60	CAPITAL OUTLAY					
64	EQUIPMENT	0	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
	GRAND TOTAL	520,264	550,100	557,300	2.5%	7,200
	Less Sewer Fund HR Cross-Charge			481,100	2.2%	

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5240-BUILDING AND CODES EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			528,100
10120	REGULAR SALARY		382,400	
	DIRECTOR			
	BLDG. OFFICIAL			
	SECRETARY			
	CODE ENFORCE OFFICIAL			
	FIRE INSPECTOR/CODE OFF.			
10130	OTHER SALARY		5,600	
10140	OVERTIME		500	
10150	SPECIAL PAY		2,300	
10210	FICA		29,700	
10220	RETIREMENT		49,200	
10230	HEALTH		46,600	
10231	LIFE/VISION/DENTAL/ADD		3,800	
10240	WORKER'S COMP.		8,000	
30	OPERATING EXPENSES			29,200
30310	PROFESSIONAL SERVICES		2,300	
	PLAN REVIEWS (revenue linked)	300		
	SURVEYORS,ENGINEER	2,000		
30350	TRAINING		4,000	
	BLDG.OFF. / ICC CONFERS	2,000		
	PROFESSIONAL SEMINAR	2,000		
30401	GAS/OIL	1,200	1,200	
30402	VEHICLE REPAIRS	1,500	1,500	
30403	TRAVEL		3,000	
	CONFERENCE/WORKSHOPS	3,000		
30411	TELEPHONE	500	500	
30412	POSTAGE	2,500	2,500	
30440	RENT/LEASE	0	0	
30460	REPAIRS/MAINTENANCE		5,100	
	MISC REPAIRS	700		
	iWORQ SOFTWARE MAINT	3,400		
	COPIER MAINT.	1,000		
30470	PRINTING		500	
	MAPS/PRINTS/DRAWINGS	200		
	MISC	300		
30510	OFFICE SUPPLIES	2,000	2,000	
30520	OPERATING SUPPLIES		4,900	
	CITY SHIRTS	500		
	MISC. SUPPLIES	4,400		
30540	BOOKS/MEMBERSHIP	1,700	1,700	
60	CAPITAL			0
60640	CAPITAL EQUIPMENT	0	0	
TOTAL BUILDING DEPT. EXPENSE			557,300	557,300

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5390 - PHYSICAL ENVIRONMENT**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	15,000	18,000	18,000	0.1%	0
43	UTILITIES (Solid Waste/Recycle)	1,162,046	1,106,800	1,204,500	5.4%	97,700
44	RENT AND LEASE	0	0	0	0.0%	0
46	REPAIRS/MAINTENANCE	6,500	6,500	0	0.0%	(6,500)
52	OPERATING SUPPLIES	0	0	0	0.0%	0
54	BOOKS/MEMBERSHIPS	0	0	0	0.0%	0
	TOTAL OPERATING EXPENSES	1,183,546	1,131,300	1,222,500	5.5%	91,200
60	CAPITAL OUTLAY					
61-63	LAND / IMPROVEMENTS	0	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
70	DEBT SERVICE					
710	PRINCIPAL EXPENSE	2,359,120	2,534,800	7,144,800	32.2%	4,610,000
720	INTEREST EXPENSE	396,555	354,200	935,300	4.2%	581,100
730	ADMIN CHARGE (Rev. Offset)	0	0	0	0.0%	0
	TOTAL DEBT SERVICE	2,755,675	2,889,000	8,080,100	36.4%	5,191,100
	GRAND TOTAL	3,939,221	4,020,300	9,302,600	41.9%	5,282,300

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5390 - PHYSICAL ENVIRONMENT**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
30	OPERATING EXPENSES			1,222,500
30310	PROFESSIONAL SERVICES		18,000	
	SW Tracking Software	3,000		
	SW Contract Monitor	15,000		
30440	RENT/LEASE	0	0	
30435	SOLID WASTE (revenue linked)	1,129,700	1,129,700	
30436	RECYCLING (revenue linked)	74,800	74,800	
30460	REPAIRS/MAINTENANCE		0	
	SIGN GRANTS	0		
30520	OPERATING SUPPLIES	0	0	
30540	BOOKS/MEMBERSHIP	0	0	
60	CAPITAL			0
60630	IMPROVEMENTS		0	
	Debt Proceeds	0		
70	LOAN COSTS			8,080,100
70710	PRINCIPAL EXPENSE		7,144,800	
	\$10M 2007 Tranche 1 BoA 4.068%	2,714,000		
	\$10M 2008 Tranche 2 BoA 4.137%	4,346,500		
	\$8970394.92 Tranche 3 BoA 3.45%	84,300		
70720	INTEREST EXPENSE		935,300	
	\$10M 2007 Tranche 1 BoA 4.068%	265,000		
	\$10M 2008 Tranche 2 BoA 4.137%	670,000		
	\$8970394.92 Tranche 3 BoA 3.45%	300		
70730	ADMIN CHARGE (OFFSET)		0	
	Loan Fees	0		
TOTAL UG UTIL DEPARTMENT			9,302,600	9,302,600

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
PUBLIC WORKS EXPENSE SUMMARY**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	481,982	541,400	528,800	2.4%	(12,600)
13	OTHER SALARY	0	1,500	1,500	0.0%	0
14	OVERTIME	5,552	3,100	3,100	0.0%	0
15	SPECIAL PAY	154	3,500	2,100	0.0%	(1,400)
21	FICA	36,128	42,100	40,900	0.2%	(1,200)
22	RETIREMENT	40,482	47,100	59,700	0.3%	12,600
23	LIFE/HEALTH INSURANCE	144,691	139,800	130,900	0.6%	(8,900)
24	WORKER'S COMP.	10,321	12,300	11,000	0.0%	(1,300)
	TOTAL PERSONAL SERVICES	719,310	790,800	778,000	3.5%	(12,800)
	Sewer Fund Personnel Cross-Charge			(\$153,900)		
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	100	100	0.0%	0
34	CONTRACTUAL SERVICES	28,687	30,000	32,500	0.1%	2,500
35	TRAINING	1,084	2,400	2,400	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	22,006	21,600	19,200	0.1%	(2,400)
41	COMMUNICATIONS	6,032	7,300	7,500	0.0%	200
43	UTILITY SERVICES	79,997	89,800	79,100	0.4%	(10,700)
44	RENT AND LEASE	14,570	17,500	17,500	0.1%	0
45	GENERAL INSURANCE	30,604	33,400	33,400	0.2%	0
46	REPAIRS/MAINTENANCE	133,492	184,100	150,300	0.7%	(33,800)
47	PRINTING	0	500	500	0.0%	0
49	OTHER	5,625	5,800	800	0.0%	(5,000)
51	OFFICE SUPPLIES	1,288	1,500	1,500	0.0%	0
52	OPERATING SUPPLIES	45,589	52,900	53,300	0.2%	400
53	ROAD MAINT. SUPPLIES	0	0	0	0.0%	0
54	BOOKS/MEMBERSHIPS	291	500	500	0.0%	0
	TOTAL OPERATING EXPENSES	369,266	447,400	398,600	1.8%	(48,800)
60	CAPITAL OUTLAY					
62	BUILDING	0	324,900	475,000	2.1%	150,100
63	OTHER IMPROVEMENTS	41,943	158,200	158,200	0.7%	0
64	EQUIPMENT	47,720	133,000	30,000	0.1%	(103,000)
	TOTAL CAPITAL OUTLAY	89,663	616,100	663,200	3.0%	47,100
	GRAND TOTAL	1,178,239	1,854,300	1,839,800	8.3%	(14,500)
	Less Sewer Fund HR Cross-Charge			1,685,900	7.6%	

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5410-PUBLIC WORKS ADMINISTRATION EXPENSE

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	137,173	140,400	145,100	0.7%	4,700
13	OTHER SALARY	0	1,000	1,000	0.0%	0
14	OVERTIME	1,580	500	500	0.0%	0
15	SPECIAL PAY	150	0	0	0.0%	0
21	FICA	10,395	10,900	11,200	0.1%	300
22	RETIREMENT	16,132	18,300	21,300	0.1%	3,000
23	LIFE/HEALTH INSURANCE	22,208	20,000	20,300	0.1%	300
24	WORKER'S COMP.	2,815	3,200	3,000	0.0%	(200)
	TOTAL PERSONAL SERVICES	190,452	194,300	202,400	0.9%	8,100
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	100	100	0.0%	0
34	CONTRACTUAL SERVICES	574	500	500	0.0%	0
35	TRAINING	310	1,000	1,000	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	4,037	7,200	6,500	0.0%	(700)
41	COMMUNICATIONS	6,032	7,300	7,500	0.0%	200
44	RENT AND LEASE	0	0	0	0.0%	0
45	GENERAL INSURANCE	30,604	33,400	33,400	0.2%	0
46	REPAIRS/MAINTENANCE	269	6,100	1,600	0.0%	(4,500)
47	PRINTING	0	500	500	0.0%	0
49	OTHER	5,625	5,800	800	0.0%	(5,000)
51	OFFICE SUPPLIES	1,288	1,500	1,500	0.0%	0
52	OPERATING SUPPLIES	1,791	3,900	3,900	0.0%	0
54	BOOKS/MEMBERSHIPS	291	500	500	0.0%	0
	TOTAL OPERATING EXPENSES	50,820	67,800	57,800	0.3%	(10,000)
60	CAPITAL OUTLAY					
64	EQUIPMENT	31,960	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	31,960	0	0	0.0%	0
	GRAND TOTAL	273,232	262,100	260,200	1.2%	(1,900)

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5410-PUBLIC WORKS ADMINISTRATION EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			202,400
10120	REGULAR SALARY		145,100	
	SUPERINTENDENT			
	SECRETARY			
10130	OTHER SALARY		1,000	
10140	OVERTIME		500	
10150	SPECIAL PAY		0	
10210	FICA		11,200	
10220	RETIREMENT		21,300	
10230	HEALTH		18,700	
10231	LIFE/VISION/DENTAL/ADD		1,600	
10240	WORKER'S COMP.		3,000	
30	OPERATING EXPENSES			57,800
30310	PROFESSIONAL SERVICES		100	
	EMPLOYMED	100		
30340	CONTRACT SERVICES		500	
	UNIFORM CLEANING	500		
30350	TRAINING		1,000	
	BOAF & APWA CONFRNCES	700		
	CONFERENCE/SEMINARS	300		
30401	GAS/OIL	3,500	3,500	
30402	REPAIRS		1,000	
	MISC. REPAIRS	1,000		
30403	TRAVEL		2,000	
	APWA & BOAF CONF.	1,000		
	CONF/WORKSHOPS	1,000		
30411	TELEPHONE	6,800	6,800	
30412	POSTAGE	700	700	
30440	RENT AND LEASE	0	0	
30450	GENERAL INSURANCE	33,400	33,400	
30460	REPAIRS/MAINTENANCE		1,600	
	800 MHZ RADIO/BASE ST.	300		
	COPIER MAINTENANCE	800		
	MISC. MAINTENANCE	500		
30470	PRINTING		500	
	BUSINESS TAX RECEIPTS	500		
30490	OTHER CHARGES		800	
	EDUCATION & TRAINING	800		
30510	OFFICE SUPPLIES	1,500	1,500	
30520	OPERATING SUPPLIES		3,900	
	DIR. CLOTHING ALLOWANCE	500		
	GEN OPER. SUPPLIES	1,800		
	PCs / PRINTERS / SFTWR	1,600		
30540	BOOKS/MEMBERSHIP		500	
	APWA / FL Statutes / MISC	500		
60	CAPITAL OUTLAY			0
60640	EQUIPMENT	0	0	
TOTAL PUBLIC WORKS ADMIN EXPENSE			260,200	260,200

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5412-PUBLIC WORKS BUILDING MAINT. EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	85,840	86,200	87,700	0.4%	1,500
13	OTHER SALARY	0	400	400	0.0%	0
14	OVERTIME	2,789	1,000	1,000	0.0%	0
15	SPECIAL PAY	4	1,500	0	0.0%	(1,500)
21	FICA	6,546	6,800	6,800	0.0%	0
22	RETIREMENT	6,703	6,800	9,100	0.0%	2,300
23	LIFE/HEALTH INSURANCE	33,217	29,900	30,100	0.1%	200
24	WORKER'S COMP.	1,783	2,000	1,800	0.0%	(200)
	TOTAL PERSONAL SERVICES	136,881	134,600	136,900	0.6%	2,300
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	23,399	23,600	26,100	0.1%	2,500
43	UTILITY SERVICES	28,798	27,400	29,400	0.1%	2,000
44	RENT AND LEASE	0	0	0	0.0%	0
46	REPAIRS/MAINTENANCE	59,846	75,400	57,600	0.3%	(17,800)
52	OPERATING SUPPLIES	20,612	20,600	21,000	0.1%	400
	TOTAL OPERATING EXPENSES	132,655	147,000	134,100	0.6%	(12,900)
60	CAPITAL OUTLAY					
62	BUILDING	0	324,900	475,000	2.1%	150,100
63	IMPROVEMENTS	39,818	0	0	0.0%	0
64	EQUIPMENT	0	105,000	0	0.0%	(105,000)
	TOTAL CAPITAL OUTLAY	39,818	429,900	475,000	2.1%	45,100
	GRAND TOTAL	309,354	711,500	746,000	3.4%	34,500

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5412-PUBLIC WORKS BUILDING MAINT. EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			136,900
10120	REGULAR SALARY		87,700	
	CUSTODIAL			
10130	OTHER SALARY		400	
10140	OVERTIME		1,000	
10150	SPECIAL PAY		0	
10210	FICA		6,800	
10220	RETIREMENT		9,100	
10230	HEALTH		28,000	
10231	LIFE/VISION/DENTAL/ADD		2,100	
10240	WORKER'S COMP.		1,800	
30	OPERATING EXPENSES			134,100
30340	CONTRACT SERVICES		26,100	
	ALARM MONITORING	2,500		
	ELEVAT'R MAINT. (3) [CH,PS-2]	7,700		
	ELECTRIC CAR STATION	2,500		
	FIRE EXTING. SERVICE	1,500		
	FIRE INSPECTIONS	3,200		
	FUEL TANK CLEANING	2,000		
	PEST CONTROL	5,000		
	UNIFORM CLEANING	1,700		
30431	ELECTRIC	19,000	19,000	
30432	WATER	9,500	9,500	
30434	SEWER	900	900	
30440	RENT/LEASE	0	0	
30462	EXECUTIVE		30,600	
	CARPET CLEANING	600		
	A/C REPLACEMENT (2)	10,000		
	GENERATOR REPAIRS	1,000		
	DUCT CLEANING	0		
	LIGHTING REPAIRS	0		
	MISC. ADA MODIFICATIONS	4,000		
	MISC. BUILDING REPAIRS	3,000		
	3RD FLOOR A/C REPLACEMENT	9,000		
	SPALLING REPAIRS	3,000		
30463	COMMUNITY CENTER		2,800	
	MISC. BUILDING REPAIRS	2,000		
	BI-ANNUAL CARPET CLEANING	800		
30465	PUBLIC SAFETY		21,200	
	MISC BUILDING REPAIRS	17,200		
	WGT. ROOM CLEANING	4,000		
30467	BUILDING		0	
	MISC BUILDING REPAIRS	0		
30468	FACILITIES-C/S BLG		3,000	
	MISC REPAIRS	1,000		
	MISC TOOLS/HARDWARE	2,000		
30520	OPERATING SUPPLIES		21,000	
	AIR CONDITIONING FILTERS	3,200		
	MAINT. TOOLS/SUPPLIES	4,500		
	JANITOR SUPPLIES	12,000		
	MISC SUPPLIES	1,300		
60	CAPITAL OUTLAY			475,000
60620	BUILDING		475,000	
	PS Roof Replacment (Carryover)	275,000		
	Demolition Council Chambers	200,000		

60630	Improvements	0	0
60640	EQUIPMENT	0	0

TOTAL BUILDING MAINT EXPENSE		746,000	746,000
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**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5413-PUBLIC WORKS STREETS EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	258,969	314,800	296,000	1.3%	(18,800)
13	OTHER SALARY	0	100	100	0.0%	0
14	OVERTIME	1,183	1,600	1,600	0.0%	0
15	SPECIAL PAY	0	2,000	2,100	0.0%	100
21	FICA	19,187	24,400	22,900	0.1%	(1,500)
22	RETIREMENT	17,647	22,000	29,300	0.1%	7,300
23	LIFE/HEALTH INSURANCE	89,266	89,900	80,500	0.4%	(9,400)
24	WORKER'S COMP.	<u>5,723</u>	<u>7,100</u>	<u>6,200</u>	0.0%	<u>(900)</u>
	TOTAL PERSONAL SERVICES	391,977	461,900	438,700	2.0%	(23,200)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	0	0	0.0%	0
34	CONTRACTUAL SERVICES	4,714	5,900	5,900	0.0%	0
35	TRAINING	774	1,400	1,400	0.0%	0
40	VEH EXP./TRAVEL	17,969	14,400	12,700	0.1%	(1,700)
43	UTILITY SERVICES	51,199	62,400	49,700	0.2%	(12,700)
44	RENT AND LEASE	14,570	17,500	17,500	0.1%	0
46	REPAIRS/MAINTENANCE	73,376	102,600	91,100	0.4%	(11,500)
52	OPERATING SUPPLIES	23,187	28,400	28,400	0.1%	0
53	ROAD MAINT. SUPPLY	0	0	0	0.0%	0
54	BOOKS/MEMBERSHIPS	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
	TOTAL OPERATING EXPENSES	185,791	232,600	206,700	0.9%	(25,900)
60	CAPITAL OUTLAY					
63	OTHER IMPROVEMENTS	2,125	158,200	232,900	1.0%	74,700
64	EQUIPMENT	<u>15,760</u>	<u>28,000</u>	<u>30,000</u>	0.1%	<u>2,000</u>
	TOTAL CAPITAL OUTLAY	17,885	186,200	262,900	1.2%	76,700
	GRAND TOTAL	595,652	880,700	908,300	4.1%	27,600

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5413-PUBLIC WORKS STREETS EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			438,700
10120	REGULAR SALARY		296,000	
	MAINT. WORKER (6)			
	ELECTRICIAN/HELPER			
	FIELD SUPERVISOR			
10130	OTHER SALARY		100	
10140	OVERTIME		1,600	
10150	SPECIAL PAY		2,100	
10210	FICA		22,900	
10220	RETIREMENT		29,300	
10230	HEALTH		74,600	
10231	LIFE/VISION/DENTAL/ADD		5,900	
10240	WORKER'S COMP.		6,200	
30	OPERATING EXPENSES			206,700
30310	PROFESSIONAL SERVICES	0	0	
30340	CONTRACT SERVICES		5,900	
	ANIMAL CONTROL	2,400		
	UNIFORM RENTAL	3,500		
30350	TRAINING		1,400	
	ANIMAL CONTROL TRAINING	500		
	SAFETY / SUPRVSR SEMNRS	900		
30401	GAS/OIL	6,500	6,500	
30402	REPAIRS	6,000	6,000	
30403	TRAVEL	200	200	
30431	ELECTRIC	46,500	46,500	
30432	WATER	3,200	3,200	
30440	RENT/LEASE		17,500	
	X-MAS POLE DECORATIONS	17,500		
30460	REPAIRS/MAINTENANCE		91,100	
	A1A TRASH CANS	2,000		
	UPGRADE 800MHZ RADIOS	300		
	FERTILIZER & MULCH	6,900		
	GENERAL REPAIRS	9,000		
	LT. POLE/SIDEWALK REPAIR	25,000		
	DECOR. LIGHTS (6) OW BLVD TO L	27,000		
	REPR. TRAF. LTS/ST. SIGNS	5,300		
	SIDEWALK R&R/FIXTURE PAINT	10,000		
	SIGN POLES/PLANTS/RADIO	5,600		
30520	OPERATING SUPPLIES		28,400	
	BANNER ARMS	5,000		
	BANNERS	7,500		
	CHEMICALS	4,000		
	FLAGS / ANIMAL CNTRL	2,700		
	LANDFILL CHARGES	3,100		
	MISC. SUPPLIES/TOOLS/SHOTS	4,000		
	WEEDEATER/SUPPLIES	2,100		
30530	ROAD MAINTENANCE AND REPAIRS	0	0	
30540	BOOKS/MEMBERSHIPS	0	0	
60	CAPITAL			262,900
60630	OTHER IMPROVEMENTS		232,900	
	ROAD IMPROVEMENTS FROM			
	.05 GAS TAX (revenue offset)			
	A-1-A CROSSWALKS	172,900		
	MISC. ROAD IMPROVEMENTS	60,000		
60640	EQUIPMENT		30,000	

Sign Board	30,000
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TOTAL STREETS DEPT. EXPENSE	908,300	908,300
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**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5690-BENEFIT TERM PAYOUT EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REGULAR SALARY	44,710	20,900	20,900	0.1%	0
21	FICA	3,420	2,100	2,100	0.0%	0
22	RETIREMENT	0	0	0	0.0%	0
25	UNEMPLOYMENT	0	6,400	6,400	0.0%	0
	TOTAL PERSONAL SERVICES	48,130	29,400	29,400	0.1%	0
	GRAND TOTAL	48,130	29,400	29,400	0.1%	0

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5720-PARKS / RECREATION FACILITIES DEPARTMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	124,123	147,700	147,700	0.7%	0
13	OTHER SALARY	0	900	900	0.0%	0
14	OVERTIME	2,524	0	0	0.0%	0
15	SPECIAL PAY	12	0	0	0.0%	0
21	FICA	9,591	11,400	11,400	0.1%	0
22	RETIREMENT	8,623	9,500	13,300	0.1%	3,800
23	LIFE/HEALTH INSURANCE	44,450	40,000	40,200	0.2%	200
24	WORKER'S COMP.	2,627	2,900	2,700	0.0%	(200)
	TOTAL PERSONAL SERVICES	191,950	212,400	216,200		3,800
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	2,588	3,100	3,100	0.0%	0
35	TRAINING	0	1,400	1,400	0.0%	0
40	VEH. EXP/TRAVEL	6,605	7,100	8,400	0.0%	1,300
41	COMMUNICATIONS	3,155	5,100	3,200	0.0%	(1,900)
43	UTILITY SERVICES	6,981	87,100	5,700	0.0%	(81,400)
44	RENT AND LEASE	0	0	0	0.0%	0
45	GENERAL INSURANCE	10,802	39,100	39,100	0.2%	0
46	REPAIRS/MAINTENANCE	29,399	43,700	36,900	0.2%	(6,800)
47	PRINTING	0	0	0	0.0%	0
49	OTHER	5,638	4,000	4,000	0.0%	0
52	OPERATING SUPPLIES	26,674	36,900	32,400	0.1%	(4,500)
53	ROAD/MAINT. SUPPLIES	0	0	0	0.0%	0
	TOTAL OPERATING EXPENSES	91,841	227,500	134,200	0.6%	(93,300)
60	CAPITAL OUTLAY					
62	BUILDINGS	0	0	0	0.0%	0
63	OTHER IMPROVEMENTS	71,724	136,000	70,800	0.3%	(65,200)
64	EQUIPMENT	0	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	71,724	136,000	70,800	0.3%	(65,200)
90	TRANSFERS					
93	TRANSFER TO REC FUND	0	0	0	0.0%	0
	GRAND TOTAL	355,515	575,900	421,200	1.9%	(154,700)

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5720-PARKS / RECREATION FACILITIES DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			216,200
10120	REGULAR SALARY		147,700	
	MAINT, WORKER (4)			
	OFFICE COORDINATOR			
10130	OTHER SALARY		900	
10140	OVERTIME		0	
10150	SPECIAL PAY		0	
10210	FICA		11,400	
10220	RETIREMENT		13,300	
10230	HEALTH		37,300	
10231	LIFE/VISION/DENTAL/ADD		2,900	
10240	WORKER'S COMP.		2,700	
30	OPERATING EXPENSES			134,200
30340	CONTRACT SERVICES		3,100	
	UNIFORM CLEANING	2,100		
	PEST CONTROL DOG PARK	1,000		
30350	TRAINING		1,400	
	VOL AG CTR / CDL CLASS	1,400		
30401	GAS/OIL	6,900	6,900	
30402	REPAIRS	1,500	1,500	
30411	PHONE	3,200	3,200	
30412	POSTAGE	0	0	
30431	ELECTRIC	2,700	2,700	
30432	WATER	1,000	1,000	
30434	SEWER	2,000	2,000	
30435	SOLID WASTE	0	0	
30437	CABLE & INTERNET	0	0	
30440	RENT/LEASE	0	0	
30450	GENERAL INSURANCE	39,100	39,100	
30460	REPAIRS/MAINTENANCE		36,900	
	CLAY COURT SUPPLIES	3,000		
	DUNE CROSSOVER REPAIRS	10,000		
	FERTILIZER/PESTICIDE	3,000		
	GEN REPAIRS/MAINT	4,500		
	MULCH	4,000		
	NETS/LIGHTS/COURTS-PBALL	4,000		
	R&R- SIGNS/ PLANTS/SPRINKLERS	6,100		
	WINDSCREENS/NETS/TAPE-ORC	2,000		
	800 MHZ RADIO UPGRADE	300		
30470	PRINTING	0	0	
30490	OTHER -		4,000	
	COMMUNITY CENTER DECOARATIONS	2,000		
	MISC X-MAS DECORATIONS	2,000		
30520	OPERATING SUPPLIES		32,400	
	COURT OF FLAGS	3,000		
	JANITORIAL SUPPLIES	3,000		
	MISC TOOL R&R / MISC SUPPLIES	14,900		
	PAPER PRODUCTS	5,000		
	HOLIDAY FLOAT	1,000		
	EDGER/BLOWER/TRIMMER(S)	4,000		
	WATER COOLER	1,500		
30530	ROAD MAINT. SUPPLIES		0	
	ASPHALT/LIMEROCK	0		
60	CAPITAL			70,800
60620	BUILDING		0	
60630	OTHER IMPROVEMENTS		70,800	
	BOCCE & TENNIS CARRYOVER	70800		

60640	EQUIPMENT	0	
90	TRANSFERS		0
		0	
TOTAL PARKS DEPT. EXPENSE		421,200	421,200

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5751-COMMUNITY CENTER EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	141,709	153,800	177,800	0.8%	24,000
13	OTHER SALARY	0	0	0	0.0%	0
14	OVERTIME	0	0	0		
15	SPECIAL PAY	0	0	0	0.0%	0
21	FICA	10,261	11,800	13,600	0.1%	1,800
22	RETIREMENT	21,602	22,900	32,100	0.1%	9,200
23	LIFE/HEALTH INSURANCE	33,312	30,000	30,200	0.1%	200
24	WORKER'S COMP.	3,096	3,400	3,600	0.0%	200
	TOTAL PERSONAL SERVICES	209,980	221,900	257,300		35,400
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	5,700	6,100	9,500	0.0%	3,400
35	TRAINING	0	1,100	1,500	0.0%	400
40	VEHICLE EXPENSE/TRAVEL	3,809	5,800	6,000	0.0%	200
41	COMMUNICATIONS	3,930	8,600	5,000	0.0%	(3,600)
43	UTILITIES	50,600	47,300	40,800	0.2%	(6,500)
44	RENT/LEASE	2,160	500	500	0.0%	0
47	PRINTING	0	500	500	0.0%	0
49	OTHER CHARGES	2,513	3,000	15,500	0.1%	12,500
51	OFFICE SUPPLIES	702	2,000	2,000	0.0%	0
52	OPERATING SUPPLIES	42,091	18,400	11,000	0.0%	(7,400)
52	TRIPS	5,490	20,000	20,000	0.1%	0
54	BOOKS/MEMBERSHIPS	506	2,000	2,000	0.0%	0
	TOTAL OPERATING EXPENSES	117,501	115,300	114,300	0.5%	(1,000)
60	CAPITAL OUTLAY					
62	BUILDING	0	200,000	0	0.0%	(200,000)
63	IMPROVMENTS	0	0	0	0.0%	0
64	EQUIPMENT	11,967	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	11,967	200,000	0	0.0%	(200,000)
90	CONTINGENCY	0	0	0	0.0%	0
	GRAND TOTAL	339,448	537,200	371,600	1.7%	(165,600)

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
5751-COMMUNITY CENTER EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			257,300
10120	REGULAR SALARY		177,800	
	PARKS & REC. DIR			
	COMM CENTER COORD.			
	CUSTODIAL			
	P/T OFFICE STAFF			
10130	OTHER SALARY		0	
10140	OVERTIME		0	
10150	SPECIAL PAY		0	
10210	FICA		13,600	
10220	RETIREMENT		32,100	
10230	HEALTH		28,000	
10231	LIFE/VISION/DENTAL/ADD		2,200	
10240	WORKER'S COMP.		3,600	
30	OPERATING EXPENSES			114,300
30340	CONTRACT SERVICES		9,500	
	COPIER	1,600		
	WATER COOLER	300		
	PLANT PEOPLE	1,300		
	PHOTOGRAPHER	1,500		
	XM RADIO	300		
	SOFTWARE MAINT	4,500		
30350	TRAINING	1,500	1,500	
30403	TRAVEL		6,000	
	NRPA	3,000		
	FRPA AGENCY SUMMIT	1,000		
	FRPA	2,000		
30411	TELEPHONE	4,900	4,900	
30412	POSTAGE	100	100	
30431	ELECTRIC	24,500	24,500	
30432	WATER	8,800	8,800	
30434	SEWER	7,500	7,500	
30440	RENT/LEASE	500	500	
30470	PRINTING	500	500	
30490	OTHER CHARGES		15,500	
	MARKETING/WEBSITE	15,000		
	MISC.	500		
30510	OFFICE SUPPLIES	2,000	2,000	
30520	OPERATING SUPPLIES		11,000	
	CHRISTMAS DECORATIONS	6,000		
	BINGO REFRESHMENTS	1,000		
	MISC	3,200		
	VCRDA LUNCHEON	800		
30521	TRIPS	20,000	20,000	
30540	MEMBERSHIPS/BOOKS/PUBLICA.	2,000	2,000	
60	CAPITAL			0
60620	BUILDING	0	0	
60630	IMPROVEMENTS	0	0	
60640	EQUIPMENT	0	0	
90	CONTINGENCY	0	0	
TOTAL COMMUNITY CENTER			371,600	371,600

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5800-CONTINGENCY EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
90	TRANSFERS					
900	CONTINGENCY	0	1,141,800	1,159,400	5.2%	17,600
901	TRANSFER TO RESERVES	0	0	0	0.0%	0
920	TRANSFER TO OTHER FUNDS	0	0	0	0.0%	0
	GRAND TOTAL	0	1,141,800	1,159,400	5.2%	17,600

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5800-CONTINGENCY EXPENSE**

DEPARTMENTAL BUDGET DETAIL

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
90	TRANSFERS			1,159,400
900	Contingency		1,159,400	
	Capital Depreciation & Self Insurance (EE Health & Windstorm)	801,100		
	Short-Term General	99,300		
	Community Center Reserve Repayment	259,000		
901	Transfer to Reserves	0	0	
920	Transfer to Other Funds	0	0	

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
5820-GEN LONG TERM DEBT EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	% of GF	BUDGET CHANGE
70	DEBT SERVICE					
710	PRINCIPAL EXPENSE	577,000	603,000	0	0.0%	(603,000)
720	INTEREST EXPENSE	240,966	213,000	0	0.0%	(213,000)
730	ADMIN CHARGE		<u>0</u>	0	0.0%	<u>0</u>
	TOTAL DEBT SERVICE	817,966	816,000	0	0.0%	(816,000)
	GRAND TOTAL	817,966	816,000	0	0.0%	(816,000)

**CITY OF DAYTONA BEACH SHORES
DEPARTMENTAL BUDGET DETAIL
5820-GEN LONG TERM DEBT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
70	LOAN COSTS			0
70710	PRINCIPAL EXPENSE		0	
	\$10.7M 2005 Tranche 1 BOA 4.36%	0		
70720	INTEREST EXPENSE		0	
	\$10.7M 2005 Tranche 1 BOA 4.36%	0		
70730	ADMIN CHARGE (OFFSET)		0	
	Loan Fees	0		
	GEN LONG TERM DEBT		0	0

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
SEWER FUND FUNCTIONAL SUMMARY**

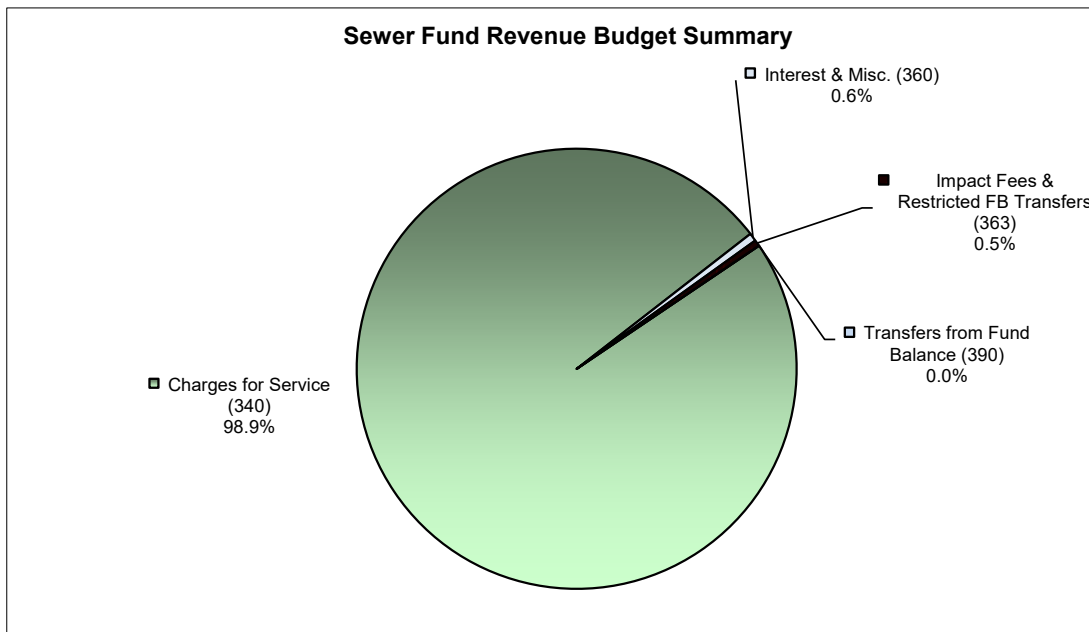
DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	BUDGET CHANGE
SEWER OPERATIONS REVENUE				
PERMITS	120	0	0	0
SVC CHG. METER READ	99	0	0	0
SEWER REVENUE	3,402,568	3,409,000	3,415,000	6,000
OPERATING INTEREST	71,057	74,000	20,400	(53,600)
MISCELLANEOUS	24,500	0	0	0
SRF LOAN PROCEEDS	0	0	0	0
TRANSFER FR FUND BALANCE	<u>0</u>	<u>0</u>	<u>0</u>	0
OPERATIONS REVENUE TOTAL	3,498,344	3,483,000	3,435,400	(47,600)
SEWER OPERATIONS EXPENSE				
TOTAL PERSONAL SERVICES	267,443	260,300	267,700	7,400
TOTAL OPERATING EXPENSES	2,006,982	2,190,200	2,323,500	133,300
CAPITAL DEPRECIATION	307,766	467,300	469,100	1,800
TOTAL CAPITAL OUTLAY	0	0	0	0
CONTINGENCY	0	542,000	351,900	(190,100)
BAD DEBT WRITE DOWN	0	0	0	0
TOTAL DEBT SERVICE				
PRINCIPLE & CHARGES	0	0	0	0
INTEREST PAYMENTS	<u>28,855</u>	<u>23,200</u>	<u>23,200</u>	0
OPERATIONS EXPENSE TOTAL	2,611,047	3,483,000	3,435,400	(47,600)
SEWER OPERATIONS NET	887,297	0	0	0
SEWER IMPACT FEE REVENUE				
IMPACT FEE INTEREST	733	700	100	(600)
SEWER IMPACT FEE	23,284	16,000	16,000	0
TRANSFER FR I.F. FUND BALANCE	<u>0</u>	<u>0</u>	<u>0</u>	0
IMPACT FEE REVENUE TOTAL	24,017	16,700	16,100	(600)
SEWER IMPACT FEE EXPENSE				
OPERATING EXPENSES	0	2,000	2,000	0
CAPITAL OUTLAY	0	0	0	0
DEBT SERVICE	0	0	0	0
CONTINGENCY	0	14,700	14,100	(600)
TRANSFER TO RESERVES	<u>0</u>	<u>0</u>	<u>0</u>	0
IMPACT FEE EXPENSE TOTAL	0	16,700	16,100	(600)
SEWER IMPACT FEE NET	24,017	0	0	0
TOTAL FUND REVENUE	3,522,361	3,499,700	3,451,500	(48,200)
TOTAL FUND EXPENSE	2,611,047	3,499,700	3,451,500	(48,200)
TOTAL NET	911,314	0	0	0

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2019-20 BUDGET

SEWER FUND REVENUE - FUNCTIONAL SUMMARY

Account Description	FY2018-19 Actual	FY2019-20 Amended Bud.	FY2020-21 Budget	Budget Change
Charges for Service (340)	3,402,667	3,409,000	3,415,000	6,000
Interest & Misc. (360)	96,290	74,700	20,500	(54,200)
Impact Fees & Restricted FB Transfers (363)	23,284	16,000	16,000	0
Transfers from Fund Balance (390)	0	0	0	0
TOTAL	3,522,361	3,499,700	3,451,500	(48,200)

Account Description	SEWER FUND LINE ITEM REVENUE DETAIL			
	FY2018-19 Actual	FY2019-20 Amended Bud.	FY2020-21 Budget	Budget Change
401-340-3430-43500 Sewer Revenue	3,402,667	3,409,000	3,415,000	6,000
401-360-3610-61003 BoA Operating Interest	71,043	74,000	20,400	(53,600)
401-360-3610-61200 SBA Operating Interest	13	0	0	0
401-360-3610-61004 BoA Impact Fee Interest	733	700	100	(600)
401-360-3640-64000 Sales of Fixed Assets	24,500	0	0	0
401-360-3690-69999 Miscellaneous	0	0	0	0
401-363-2360-63000 Sewer Impact Fee	23,284	16,000	16,000	0
401-363-2360-81600 Transfer fr I.F. Fund Bal.	0	0	0	0
401-380-3840-40111 Sewer Construction Rev.	0	0	0	0
401-390-3990-81600 Trans fr Fund Balance	0	0	0	0
SEWER FUND TOTAL	3,522,361	3,499,700	3,451,500	(48,200)



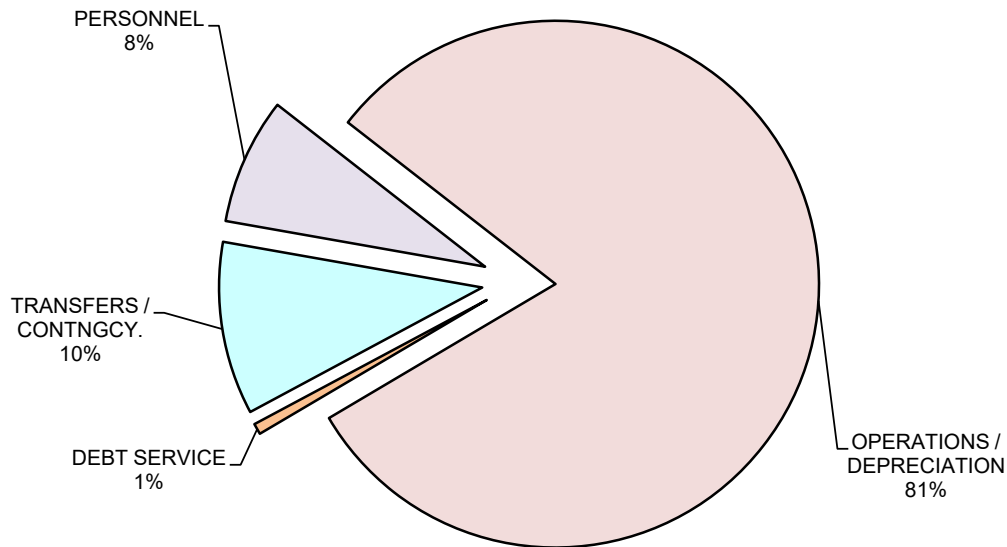
**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
SEWER FUND EXPENDITURES SUMMARY**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	BUDGET CHANGE
5350	SEWER OPERATING	2,611,047	3,483,000	3,435,400	(47,600)
5351	SEWER IMPACT	0	16,700	16,100	(600)
5352	SEWER CONSTRUCTION	0	0	0	0
TOTAL EXPENDITURES		2,611,047	3,499,700	3,451,500	(48,200)

BUDGET: SUMMARY BY CATEGORY OF EXPENSE

PERSONNEL	267,443	260,300	267,700	7,400
OPERATIONS / DEPRECIATION	2,314,748	2,659,500	2,794,600	135,100
DEBT SERVICE	28,855	23,200	23,200	0
TRANSFERS / CONTNGCY.	0	556,700	366,000	(190,700)
TOTAL EXPENDITURES	2,611,047	3,499,700	3,451,500	(48,200)

Sewer Fund Expense Budget Summary



**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
401-5350 SEWER OPERATING EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET
10	PERSONAL SERVICES			
12	REG. SALARY	180,968	175,000	180,000
13	OTHER SALARY	0	3,700	3,700
14	OVERTIME	7,717	4,500	4,500
15	SPECIAL PAY	226	3,000	1,500
21	FICA	13,732	14,200	14,500
22	RETIREMENT	15,591	15,700	19,300
23	LIFE/HEALTH INSURANCE	45,263	40,000	40,300
24	WORKER'S COMP. & OPEB	3,945	4,200	3,900
	TOTAL PERSONAL SERVICES	267,443	260,300	267,700
30	OPERATING EXPENSES			
31	PROFESSIONAL SERVICES	0	12,000	12,000
32	ACCOUNTING/AUDITING	28,795	23,400	23,400
34	CONTRACTUAL SERVICES	3,730	31,600	31,600
35	TRAINING	350	2,600	2,600
40	VEHICLE EXP/TRAVEL	18,875	23,300	20,500
41	COMMUNICATIONS	11,104	12,300	12,300
43	UTILITY SERVICES	1,131,933	1,195,800	1,193,900
44	RENT AND LEASE	1,616	1,500	1,500
45	GENERAL INSURANCE	20,203	12,000	12,000
46	REPAIRS/MAINTENANCE	66,896	110,600	155,100
47	PRINTING	1,274	2,100	2,100
49	OTHER	677,351	715,900	805,900
51	OFFICE SUPPLIES	211	600	600
52	OPERATING SUPPLIES	44,645	46,200	49,700
53	ROAD MAINT/SUPPLIES	0	0	0
54	BOOKS/MEMBERSHIPS	0	300	300
59	DEPRECIATION/AMORTIZATION	307,766	467,300	469,100
	TOTAL OPERATING EXPENSES	2,314,748	2,657,500	2,792,600
60	CAPITAL OUTLAY			
62	BUILDINGS	0	0	0
63	IMPROVEMENTS	0	2,575,000	2,575,000
64	EQUIPMENT	158,440	435,000	462,000
69	CAPITAL OFFSET	(158,440)	(3,010,000)	(3,037,000)
	TOTAL CAPITAL OUTLAY	0	0	0
70	DEBT SERVICE			
71	PRINCIPAL (Actuals are incorp.withIn Depreciation)	0	0	0
72	INTEREST	28,855	23,200	23,200
	TOTAL DEBT SERVICE	28,855	23,200	23,200

90	TRANSFERS			
90	CONTINGENCY	0	542,000	351,900
905	BAD DEBT	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL TRANSFERS	0	542,000	351,900
	GRAND TOTAL	2,611,047	3,483,000	3,435,400

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL
401-5350 SEWER OPERATING EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>
10	PERSONAL SERVICES		
10120	REGULAR SALARY		180,000
	(4) SEWER TECHNICIANS		
10130	OTHER SALARY		3,700
10140	OVERTIME		4,500
10150	SPECIAL PAY		1,500
10210	FICA		14,500
10220	RETIREMENT		19,300
10230	HEALTH		37,300
10231	LIFE/VISION/DENTAL/ADD		3,000
10240	WORKER'S COMP.		3,900
30	OPERATING EXPENSES		
30310	PROFESSIONAL SERVICES		12,000
	ENGINEER SERVICES	12,000	
30320	ACCOUNTING/AUDITING		23,400
	ANNUAL AUDIT	19,440	
	SINGLE AUDIT (GRANTS)	4,000	
30340	CONTRACT SERVICES		31,600
	CUES MAINT. CONTRACT	1,000	
	MUNIS UB CIS	27,000	
	STATION 1 ALARM MONTIOR	2,100	
	UNIFORM RENTAL	1,500	
30350	TRAINING		2,600
	CAMERA SCHOOL	500	
	CONFINED SPACE CERT.	1,300	
	LIFT ST.MECHANIC X-TRAINING	800	
30401	GAS/OIL	6,500	6,500
30402	VEH.MAINT./REPAIRS	12,000	12,000
30403	TRAVEL/PER DIEM		2,000
	CONFINED SPACE CERT.(2)	1,000	
	LIFT STA. MECHANIC	1,000	
30411	TELEPHONE		6,200
	Pump Alarms, SCADA Syst., & CPs	6,200	
30412	POSTAGE		6,100
	SEWER BILL MAILING	6,100	
30431	ELECTRIC	35,800	35,800
30432	WATER		10,200
	CITY OF P.O. & DB	10,200	
30434	SEWER		1,147,900
	Charges for Sewer Services	1,147,900	
30440	RENT/LEASE		1,500
	TOOLS/PUMP RENTALS	1,500	
30450	INSURANCE	12,000	12,000

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't
401-5350 SEWER OPERATING EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>
30460	REPAIRS/MAINTENANCE		155,100
	ELECTRICAL REPAIRS	2,400	
	EMERGENCY REPAIRS	13,500	
	INSPECT/CLEAN/TELEVISION	10,400	
	LOCATES	6,000	
	MAINT.-UTIL SYSTEMS	1,000	
	MANHOLE COVERS./RINGS	2,000	
	MISC.REPAIRS/PARTS	4,100	
	MUNIS UB CIS	500	
	POWER MONITOR	2,400	
	PUMP REPAIRS	5,500	
	GENERATOR REPAIRS	3,000	
	REPAIRS TO SEWER LINES	9,600	
	ROAD MAINT/SUPPLIES	1,500	
	SCADA SYSTEM MAINT.	5,000	
	SEALS/SLEEVES/MOTOR	12,000	
	SEMI-ANNUAL WET WELL	6,900	
	SLIP LINING	60,000	
	MASTER STATION AC REPLACEMENT	9,000	
	UPGRADE 800MHZ RADIOS	300	
30470	PRINTING		2,100
	SEWER BILLS AND ENVELOPES	2,100	
30490	OTHER		805,900
	BANKING FEES	900	
	INTERNAL SERVICE CHARGE TO GF		
	HR Charge	743,900	
	Assets & Operations Charge	61,100	
30510	OFFICE SUPPLIES		600
	GEN OFFICE SUPPLIES	600	
30520	OPERATING SUPPLIES		49,700
	ACTIVATED CARBON FILTERS	13,000	
	DEGREASER	9,800	
	MISC. ELECTRIC SUPPLIES/TOOLS	11,400	
	BYPASS HOSE REPLACEMENT	6,000	
	DIESEL FOR GENERATORS	4,500	
	CCTV TRAILER	5,000	
30530	ROAD MAINT./SUPPLIES	0	0
30540	BOOKS/MEMBERSHIP		300
	FL WATER & POLLUTION	300	
30590	DEPRECIATION EXPENSE		469,100
	CURRENT PLANNED WRITEDOWN	352,500	
	PLANNED FY PURCHASES	116,633	
30591	AMORTIZATION EXPENSE	0	0
30592	AMORTIZATION EXPENSE	0	0

**FISCAL YEAR 2020-2021 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
401-5350 SEWER OPERATING EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
60	CAPITAL OUTLAY			0
60630	IMPROVEMENTS		2,575,000	
	SEWER IMPROVES/REPAIRS	2,575,000		
	MASTER UTILITY PLAN			
60640	EQUIPMENT		462,000	
	STATION 5 MOTOR DRIVES	15,000		
	STATION 5 BYPASS PUMP INSTALL	16,000		
	STATION 5 BYPASS PUMP	138,000		
	STATION 7 VALVE PIT REPLACEMENT	23,000		
	VACTRON TRAILER	160,000		
	INSERTER/FOLDER	10,000		
	STATION 1&2 GENERATORS	100,000		
60699	CAPITAL OFFSET		(3,037,000)	(3,037,000)
70	DEBT SERVICE			23,200
70710	PRINCIPAL		0	
	SRF Sewer Improvement	225,669		
70711	Principal Payments Offset	(225,669)		
70720	INTEREST		23,200	
	SRF Sewer Improvement	23,150		
90	TRANSFERS			0
90900	CONTINGENCY		0	
90901	TRANS TO RESERVES	0	0	
90905	BAD DEBT	0	0	
	Permanent Fund Balance Transfer	0		
TOTAL SEWER OPERATING EXPENSE		5,852,823		3,037,000

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2020-2021 BUDGET
401-5351 SEWER IMPACT FEE EXPENSE**

ACCT.#	DESCRIPTION	FY2018-19 ACTUAL	AMENDED FY2019-20 BUDGET	PROPOSED FY2020-21 BUDGET	BUDGET CHANGE
30	OPERATING EXPENSES				
340	OTHER CONTRACT SERVICES <i>(revenue linked -collected fees due port orange & misc eng.srvcs)</i>	<u>0</u>	<u>2,000</u>	<u>2,000</u>	<u>0</u>
	OPERATING EXPENSES	0	2,000	2,000	0
60	CAPITAL OUTLAY				
630	OTHER IMPROVEMENT	0	0	0	0
640	EQUIPMENT	0	0	0	0
699	CAPITAL OFFSET	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	CAPITAL OUTLAY	0	0	0	0
70	DEBT SERVICE				
710	PRINCIPAL				
	SRF Sewer Improvement	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	DEBT SERVICE	0	0	0	0
90	NON-OPERATING				
900	CONTINGENCY	0	14,700	14,100	(600)
901	TRANSFER TO RESERVE	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	NON-OPERATING	0	14,700	14,100	(600)
	IMPACT FEE EXPENSE	0	16,700	16,100	(600)

MINUTES
CITY COUNCIL MEETING
August 25, 2020
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

2. ROLL CALL BY CITY CLERK

The meeting began at 6:14 pm.

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

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney Becky Vose, Assistant City Attorney John Cary, Community Services Director Fred Hiatt, City Planner Stewart Cruz, Finance Director Kurt Swartzlander, and Public Safety Director Stephan Dembinsky.

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

Mayor Miller read a Proclamation announcing that August 19, 2020 was Don Large Day.

A. Employee Service Awards

Mayor Miller announced the following employee service awards:

Officer Zachary Rooney – 5 yrs

Steve Wolf – 5 yrs

Kim Smith – 15 yrs

Sgt. Francis TJ Moore – 20 yrs

Lt. Michael Schoenbrod – 20 yrs

Brian Edwards – 35 yrs

6. APPROVAL OF MINUTES

A. City Council Minutes July 14, 2020

B. City Council Budget Workshop Minutes August 7, 2020

VICE MAYOR RICHARD BRYAN moved, seconded by COUNCILMEMBER MEL LINDAUER to Approve both the City Council Minutes of July 14, 2020 and the City Council Budget Workshop Minutes August 7, 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. Public Safety June monthly report

B. Public Safety July monthly report

C. Community Services June, 2020 Report

D. Community Services July, 2020 Report

E. Building Division July, 2020 Report

F. Building Division June, 2020 Report

G. Approval of one year renewal to Interlocal Agreement with County for Distribution of Local Option Fuel Tax

H. Approval to utilize forfeiture funds

COUNCILMEMBER MEL LINDAUER moved, seconded by Vice Mayor Bryan to Approval 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 August 25, 2020

City Attorney John Cary reviewed the report submitted. He reminded the councilmembers regarding activities that could violate the sunshine law.

9. REPORTS OF THE CITY MANAGER:

A. City Manager Report August 25, 2020

The City Manager read his report for the record. The donations to the museum are now at \$700. He explained that he had inquired to neighboring cities regarding a contribution to the First Step Shelter. Two cities, Ponce Inlet and Holly Hill are sending a contribution. Port Orange and Ormond Beach were not sending anything. The City of South Daytona had not responded. After a brief discussion, it was decided to not contribute to the First Step Shelter. Lastly, the City Manager gave an update on the bocce courts. There is still some structural work to do on the facility, but the courts are mainly complete. The shuffleboard court will be poured in a few weeks when the new sidewalks are installed. The old bocce court site is being demolished and graded for the new tennis court.

10. OLD BUSINESS:

11. NEW BUSINESS:

A. Ordinance 2020-09: Public Beach Access Walkway Dedication to City by Aruba Ventures, LLC (3721 S. Atlantic Avenue)

The City Attorney read the ordinance by title. City Planner Stewart Cruz explained the conveyance of the public beach access is a requirement of the Land Development Code. Maintenance of the walkway will belong to Aruba Ventures, LLC or its successors.

COUNCILMEMBER MEL LINDAUER moved, seconded by VICE MAYOR RICHARD BRYAN to Approve Ordinance 2020-09 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. Budget Amendment Resolution - Debt Payment Acceleration

Finance Director Kurt Swartzlander explained that the proposed Resolution was the result of the recent budget workshop. The council had inquired as to the possibility of paying off all five of the city's debt obligations. Initially, it was believed to be a savings but after speaking with the bank representative, there is a charge to pay off some of the loans early. Director Swartzlander stated that council needed to decide how much they wanted to keep in reserves. As previously discussed, Resolution 2020-07 was a budget amendment to pay off both the Series 2005 and Sewer debt issuances. Paying the sewer improvement loan would save \$23,000 in interest. This one could be paid off effective August 26th. The General Fund Facilities loan could be paid with reserves. Currently, there is a little over \$3 million restricted for debt service. It would require another \$1,561,000 to pay it in full. In order to pay this debt off, the city must hire a QIR (Qualified Independent Representative). There is a cost involved with this and it is approximately \$25,000 to pay the three additional loans early. The city will have \$12,120,000 in assigned fund balance after the 2005 loan is paid. There is also \$2,257,000 in general obligation funds for a total of \$14 million available. There are three tranches that include the voted debt. The one labeled #3 is set to be paid on October 1st. At this point the council could decide to pay tranche #1 and #2 off, but it would cost slightly more than he first anticipated. The loans could run to maturity and the city could continue to collect the voted millage rate. The voted millage for 2020-21 is 1.7350 mills and it could drop to 1.4816 mills for year 2021-22 based on current property values. If the council choose to pay off the remaining debt this year, the \$2.2 million in voted debt, and \$1,631,000 in unassigned fund balance would be used. That would leave approximately \$10 million in fund balance and the city could be considered debt free in 13 months. CMBR Politis thought the idea was to use funds that were not earning a high interest to pay off the debts that were charging a high interest. He also thought the voted millage would not have to be charged this year to taxpayers. The Finance Director explained that for YR 20-21, there would be a voted debt millage charged. Mayor Miller was in favor of paying off all three tranches and having the city debt free in 13 months. CMBR Frizalone also agreed with the Mayor's position. Vice Mayor Bryan wanted to pay off the debt early in order to save interest, but the savings isn't nearly as large as he anticipated. CMBR Lindauer also was in favor of paying everything within the 13 months. CMBR Politis inquired how the bank gave out incorrect information regarding the payoff. Director Swartzlander explained that the bank had changed their process for these types of accounts. CMBR Politis would like to use the City Attorney to speak with the bank regarding the false information previously provided and see if they will negotiate.

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Adopt Resolution 2020-07 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. Resolution 2020-08: Transmittal of Comprehensive Plan Amendment

The City Attorney read the resolution by title. City Planner Stewart Cruz explained that this process will allow the comp plan amendment to be transmitted to the state for review. The issue came up last year when the Banker's wished to modify their single family home by adding a room over the existing garage. Once approved, this would allow all non-conforming single family property owners limited expansion to "square off" their homes. Staff is preparing Land Development Code changes that will be brought back at a later date.

VICE MAYOR RICHARD BRYAN moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve Resolution 2020-08: Transmittal of Comprehensive Plan Amendment.

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

D. Stroud's BBQ 90-Day Trial - Outdoor Smoker

Director Hiatt reminded the council that a 90 day moratorium for the outside smoker was currently in place. Since the business opened, there has been a small fire and the tenants have complained of smoke permeating into their businesses. The property owner, Chris Pappas, is also upset with the Stroud's. He claims he did not give permission for the outdoor smoker in the lease agreement. The Stroud's still have not obtained a Business Tax Receipt from the city which is also a requirement. Director Hiatt added that within the 90 day moratorium, there is an opt out clause and he felt the city should terminate the agreement.

He has spoken with the Stroud's and their response was that they thought they had everything taken care of. At this point, the property owner wants the smoker removed by August 28th. The Stroud's indicated they had an alternate location to store it. The council held a brief discussion and decided that it was not in the city's best interest to continue with the 90 day moratorium.

COUNCILMEMBER MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to terminate the Stroud's Barbeque outside cooker agreement 90 day moratorium.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

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

Abstain: Councilmember Michael Politis

E. Cares Act Funding

Mayor Miller explained that several local Mayors including herself, wrote letters to the County to obtain funding through the CARES Act. The city is eligible for \$160,000 to use for COVID 19 expenses. Examples of eligible items are: laptops, personal protection equipment, plexiglass, card access readers and UV lights for the air conditioning. All work must be purchased and installed by December 31st.

VICE MAYOR RICHARD BRYAN moved, seconded by COUNCILMEMBER MEL

LINDAUER to Approve the Cares Act Funding grant request.

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

F. Discussion On Temporary Promotional Activities

This item was originally considered and approved in February to assist business who were suffering. It allowed a business to have temporary outdoor promotional activities for a total of 21 days. It was sunset after 60 days. Only a few businesses took advantage of having outdoor displays and there were no complaints. A permit is required and there is a three day minimum. The business can utilize up to 500 square feet of outdoor sales of merchandise. Staff felt that not many took advantage of the offer because they were not aware. Mayor Miller would like to enact this again and properly promote the concept. She didn't want a fee attached to the permit. CMBR Lindauer agreed. After a brief discussion on a potential start date, it was decided to begin on October 1st. Staff will place the ordinance on the next agenda.

G. Discussion on creating a policy for councilmember activities

Mayor Miller explained this topic was first brought up last August but was never formalized into a policy by Attorney Groot at the time. The current City Attorney has drafted an ordinance for the council to consider. Vice Mayor Bryan agreed with the proposed ordinance except for the last four lines of Section 2-1.4. that states a councilmember must specifically disclose that his/her opinions are solely his or hers. CMBR Politis and the remaining council felt the language was very clear as written. City Attorney Cary read Ordinance 2020-08 by short title for the record.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MEL LINDAUER to approve Ordinance 2020-08 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

H. City Manager Evaluation Summary

Mayor Miller briefly explained the City Manager evaluation process. The council had turned in completed forms and had the opportunity to meet with the City Manager individually to discuss. The overall average score was 4.16 out of a possible 5. There were no additional comments by the council. The completed evaluation forms will be placed in his personnel folder and are considered public record.

I. Citizen Petition to Discuss health, safety and welfare of the citizens in relating to the COVID-19 pandemic

It was explained that a petition was received by citizen Lonnie Groot. He wanted to speak regarding the health, safety and welfare of the citizens during the COVID-19 pandemic. An email was received from him this morning asking to pull his request. The Mayor stated that the councilmembers are very aware of citizen safety and they all strongly encourage everyone to wear a mask. Other cities have used the term mandate but it is very hard to enforce. Other safety measures have been installed such as plexiglass barriers and additional hand sanitizer dispensers. Masks are provided for anyone in the City Hall lobby.

Dr. Woodward came and spoke at a City Council meeting to discuss masks and their benefits. Almost every business and condominium were visited and provided with PPE and flyers for the County's campaign on Mask Up, Back Up and Wash up.

12. COUNCIL COMMENTS:

CMBR Frizalone complimented the Public Works staff for their work on the new bocce courts. It was suggested to dedicate the new 6th tennis court to Don and Peggy Large. He was an avid tennis player and Peggy used to play also. Attorney Cary felt a resolution should be drafted to memorialize it. CMBR Politis thanked the Mayor for her hard work with distributing PPE and flyers to the businesses. Mayor Miller reminded everyone of the upcoming concert this Friday at 6:30 pm in the pavilion. Coffee with the Mayor will resume on September 9th, at 10:00 am. Social distancing rules will apply.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments submitted.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

The meeting ended at 7:59 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB



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
SEPTEMBER 9, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council
COPIES TO: Mike Booker, City Manager
Cheri Schwab, City Clerk
FROM: Becky Vose, City Attorney
DATE: August 31, 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 August 25, 2020. Please advise if you have any questions, comments or concerns relative to these matters.

(1) Code Enforcement Procedures

The City Attorney worked with the Code Enforcement Department to review and advise on procedures.

(2) Reviewed Ordinance for Non-Conforming Single Family Residential Uses

The City Attorney reviewed and amended an ordinance to relax restrictions for non-conforming single family residential uses designated for use as High Intensity Future Land Use classification. This ordinance will be reviewed by the Planning and Zoning Board prior to the first reading by the City Council.

(3) Scooters

The City Attorney met with the City Manager, Building Official, Planning Director, and Public Safety Department Chief to discuss scooter safety and possible regulation.

(4) *Treasure Island Development Project*

The City Attorney reviewed the file for the Treasure Island development project and met with the Developers and City Staff to discuss moving the project forward.

(5) *Go Juice Economic Development Program Application*

The City Attorney reviewed the Go Juice application for the city's economic development program subsidy and met with the owner regarding this application.

(6) *Atlantic Avenues Estates Development Agreement*

The City Attorney reviewed the development agreement for the Atlantic Avenues Estates project and provided legal advice to city staff regarding a proposed amendment of the agreement.

Respectfully, submitted,

/s/ Becky Vose, 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: September 9, 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's Report – September 9, 2020

Recreation:

- We are putting the finishing touches on the new bocce ball courts. Construction of the shuffleboard courts will occur when we pour the new sidewalk in the area. Construction will begin on the sixth tennis court next week, according to the contractor (Fast Dry). I want to take this opportunity to thank all our folks in Community Services for their hard work and pride in their craftsmanship on these projects.

Budget:

- Thank you to Finance Director, Kurt Swartzlander, Deputy Finance Director Lory Irwin, and all the Directors and their staff for their exceptional work preparing this year's budget.

Public Safety:

- Congratulations to Director Dembinsky on being installed as the 1st Vice President of the Florida Association of Chiefs of Police. This time next year he will be installed as President.



**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 9, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2020-08 Conduct of Council when Communicating with others

SYNOPSIS:

This is second reading of Ordinance 2020-08 that was introduced at the meeting of August 25th.

FISCAL IMPACT STATEMENT:

BACKGROUND:

At the request of Mayor Miller, the City Attorney drafted the attached Ordinance to follow up on a policy for council members.

LEGAL REVIEW:

The City Attorney drafted a proposed ordinance for discussion that strikes a balance between the free speech rights of council members and the need to prevent confusion to third parties as to whether an elected city official is speaking on behalf of the city or is speaking purely as a private citizen when communicating with others as to matters that may be of interest to the city. The proposed ordinance was approved on first reading and is now presented for second reading and adoption.

RECOMMENDATION:

SUGGESTED MOTION:

I move to adopt Ordinance 2020-08 on second reading.

ATTACHMENT: 1. 2020-08 Ord Activities of City Council members

ORDINANCE 2020-08

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO CONDUCT OF MAYOR AND COUNCIL MEMBERS WHEN COMMUNICATING WITH OTHERS ON A SUBJECT THAT MAY BE OF INTEREST TO THE CITY; MAKING FINDINGS; PROVIDING FOR CONFLICTS, SEVERABILITY; CODIFICATION AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Daytona Beach Shores (“City Council”) is the elected collegial body that is the legislative arm of the City of Daytona Beach Shores (“City”); and

WHEREAS, except as specifically set forth in the Charter or Ordinances of the City, no actions should be taken by the Mayor or any member of the City Council on behalf of the City unless approved by no less than a majority of the City Council members; and

WHEREAS, the Mayor and the individual members of the City Council retain their first amendment rights while holding the offices of Mayor or City Council member; provided, however, such rights can be subject to certain duties of disclosure to prevent issues that could cause confusion to third parties as to what matters expressed by the Mayor or City Council member are personal in viewpoint, versus other matters that are being expressed on behalf of the City and City Council; and

WHEREAS, in a community as small as Daytona Beach Shores, the status of the Mayor and City Council members as public officials is often known to members of the public, and the communication of personal views of the Mayor or City Council member may be misunderstood by persons receiving the communications to represent an official expression of the City and City Council even if the Mayor or City Council member does not identify himself or herself as the Mayor or a City Council member; and

WHEREAS, the City Council finds it to be in the best interests of the City and its residents, and necessary to protect the health, safety and welfare of the community, for this Ordinance to be adopted.

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

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

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

The City Council of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) to this Ordinance, and finds that same reflect the legislative intent of this Ordinance, and the same are hereby adopted, ratified and affirmed.

SECTION TWO: ADOPTION.

The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores*, Chapter 2, entitled “Administration,” Article I, entitled “In General”, by creating a new Section 2-1.4, to be entitled “Conduct of mayor and council members when communicating with others” as follows:

CHAPTER 2 – ADMINISTRATION

ARTICLE I – IN GENERAL

Sec. 2-1.4. – Conduct of mayor and council members when communicating with others.

- (a) The Mayor and each individual Council Member shall have the right to communicate with any person or group as an individual about any matters whatsoever; provided, however, the following restrictions shall apply when communicating on a subject that may be of interest to the City when such communication is not taking place at a noticed City Council meeting. The Mayor or City Council Member must communicate clearly whether or not he/she is communicating on behalf of the City or City Council. Neither the Mayor, nor any City Council member, may indicate that he/she is communicating on behalf of the City or City Council unless a specific vote has been taken and passed by at least a majority of the City Council members present at the meeting authorizing the Mayor and/or a specific City Council member(s) to make such communication, unless such communication is specifically permitted under the Charter or Ordinances of the City of Daytona Beach Shores. If the Mayor or City Council member is communicating without the specific authorization of the City Council as provided herein, the Mayor or City Council member must specifically disclose that his/her opinions expressed are solely his/her personal opinions, and do not necessarily reflect the opinions of the City or the City Council.
- (b) Violations of this Section shall be deemed malfeasance in office.

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

SECTION FIVE: CODIFICATION. Section Two of this ordinance shall become and be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida* and 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. The Code codifier is granted liberal authority to codify the provisions of this Ordinance to be consistent with the other sections of the *Code of Ordinances*.

SECTION SIX: 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:

GRETCHEN R. H. "BECKY" VOSE, CITY ATTORNEY

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

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



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 9, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2020-09: Public Beach Access Walkway Dedication to City by Aruba Ventures, LLC (3721 S. Atlantic Avenue)

SYNOPSIS:

The Aruba Condominium site plan was approved on January 26, 2016. The project is now nearing completion. Pursuant to Sec. 14-18.4. of the Daytona Beach Shores Land Development Code entitled "Dimensional Requirements" the project's required breezeway/visual corridor shall include a seven-foot dedicated concrete public beach access walkway, constructed by the applicant, from the S. Atlantic Avenue sidewalk to the beach. Per Sec. 7.05 of the Daytona Beach Shores Charter, Ordinance 2020-09, if adopted, will confirm and accept the conveyance of the public beach access walkway easement consistent with the aforementioned requirement. Maintenance responsibility of the public beach access walkway will belong to Aruba Ventures, LLC or its successors and assigns.

FISCAL IMPACT STATEMENT:

The beach access public walkway maintenance responsibility will belong to Aruba Ventures, LLC or its successors and assigns. Adequate funding is available this fiscal year for all inspection and administrative actions necessary to implement the ordinance.

BACKGROUND:

The Aruba Condominium site plan was approved on January 26, 2016. The project is now nearing completion. Pursuant to Sec. 14-18.4. of the Daytona Beach Shores Land Development Code entitled "Dimensional Requirements" the project's required breezeway/visual corridor shall include a seven-foot dedicated concrete public beach access walkway, constructed by the applicant, from the S. Atlantic Avenue sidewalk to the beach. The proposed public beach access walkway will be constructed on the south side of the property. The walkway will be inspected by City staff prior to the issuance of the project's Certificate of Occupancy.

The development site is located at 3717 and 3721 S. Atlantic Avenue. The site has a combined area of 1.5 acres and a street frontage of 225 feet. The site formerly housed the Royal Holiday Beach Motel and rental cottages combining for a total of 37 rental units.

The Aruba Condominium is a 12-story (109.7 feet) high multifamily residential structure with 84

residential units. The gross floor area of the structure is 163,716 square feet.

LEGAL REVIEW:

This ordinance is approved as to form and legality.

RECOMMENDATION:

Staff recommends **approval** of Ordinance 2020-09 as presented.

SUGGESTED MOTION:

A City Council member may recommend one of the following:

1. "I move to **adopt** Ordinance 2020-09 as presented."

OR

2. "I move to adopt Ordinance 2020-09 with the following modifications..."

OR

3. "I move to deny Ordinance 2020-09 on the basis of..."

ATTACHMENT:

1. Ord 2020-09 - Aruba Beach Access Easement Dedication
2. Ord. 2020-09 - Exhibit A
3. Aruba Easement Location-Exhibit

ORDINANCE 2020-09

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ACCEPTING DEDICATION OF PUBLIC BEACH ACCESS EASEMENT FROM ARUBA VENTURES, LLC, PURSUANT TO SECTION 7.05 OF THE CITY CHARTER, PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it has been determined by the City Council of the City of Daytona Beach Shores that a necessity exists to provide public access to the beach from South Atlantic Avenue; and

WHEREAS, Aruba Ventures, LLC, has constructed a public beach access walkway as a condition of approval for the Aruba Condominium project; and

WHEREAS, Aruba Ventures, LLC, has dedicated a public beach access easement to the City of Daytona Beach Shores as evidenced by the executed Access Easement Agreement attached as Exhibit A and accompanying legal description and sketch attached; and

WHEREAS, Aruba Ventures, LLC, or its successors and assigns will provide for the continued proper maintenance of said public walkway pursuant to the attached Access Easement Agreement; and

WHEREAS, *Section 196.28, Florida Statutes*, provides for and authorizes the County Council of Volusia County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or State upon lands conveyed to or acquired by the City of Daytona Beach Shores for public purposes; and

WHEREAS, Section 7.05 of the City Charter requires that the City adopt an ordinance to officially accept and confirm a public dedication.

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

SECTION ONE: The City Council of the City of Daytona Beach Shores acknowledges the above WHEREAS provisions and adopts them as legislative findings of the City Council.

SECTION TWO: That the City Council of the City of Daytona Beach Shores, Florida, upon execution of this Ordinance, hereby accepts the accompanying Access

Easement Agreement dated July 28, 2020 by Aruba Ventures, LLC (Exhibit A), conveying to the City of Daytona Beach Shores the public beach access easement described therein.

SECTION THREE: That by providing a certified copy of this Ordinance to the County Manager, the City of Daytona Beach Shores hereby requests the County Council of Volusia County to cancel and discharge all ad valorem taxes, either current or delinquent, that are owed upon and liens upon said lands resulting from said taxes and relating to the lands described in accompanying Access Easement Agreement.

SECTION FOUR: That certified copies of this Ordinance shall be provided by the City Clerk to the County Council of Volusia County (in care of the County Manager), to the Tax Collector for Volusia County and to the Property Appraiser for Volusia County.

SECTION FIVE: That the City Clerk shall cause the aforementioned Access Easement Agreement to be recorded in the Official Records of Volusia County, Florida.

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

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

SECTION EIGHT: EFFECTIVE DATE. This Ordinance shall take effect immediately upon the issuance of a certificate of completion by the City of Daytona Beach Shores for the Aruba Condominium Project.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

ATTEST:

**_____
MICHAEL T. BOOKER, CITY MANAGER CHERI SCHWAB, CITY CLERK**

APPROVED AS TO FORM AND LEGALITY:

**_____
GRETCHEN R. H. “BECKY” VOSE, CITY ATTORNEY**

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

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

EXHIBIT A

Consideration: \$10.00
Documentary Stamps: \$.70

Prepared by and when recorded return to:

Donna J. Feldman, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this “Agreement”) is made this ____ day of July, 2020, by and between **ARUBA VENTURES, LLC**, a Florida limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“Grantor”), and the **CITY OF DAYTONA BEACH SHORES**, a Florida municipal corporation, whose address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118 (“Grantee”).

WITNESSETH, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid receipt of which is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, a permanent, non-exclusive easement (the “Easement”) for the purposes of pedestrian ingress and egress, over and across that certain real property situated in Volusia County, Florida, which is more particularly described and depicted on Exhibit “A” attached hereto and incorporated into this Agreement by reference (the “Easement Area”), which Grantor is improving with a concrete sidewalk (“Sidewalk”).

TO HAVE AND TO HOLD the easement rights granted hereby unto Grantee, its successors and assigns, forever.

GRANTOR, or its successors and assigns, shall maintain the Sidewalk in good and usable condition. If Grantor, or its successors and assigns, fails to maintain the Sidewalk in good and usable condition, Grantee may provide written notice to Grantor of the need for repair thereof. If Grantor does not make the necessary repairs within a reasonable time after receipt of such written notice, which time period will not be less than thirty (30) days, then Grantee may make the repairs and Grantor shall reimburse Grantee for all third-party costs of the repairs within thirty (30) days after Grantor’s receipt of such cost notice. Grantor, and its successors and assigns, shall not unreasonably interfere with or inhibit Grantee’s use of the Easement Area, including, but not limited to, building or constructing buildings or other structures within the Easement Area other than the Sidewalk.

GRANTOR does hereby covenant with Grantee, that Grantor is lawfully seized and possessed of the Easement Area, that Grantor has good and lawful right to convey the said Easement, and that the Easement is free from all liens and financial encumbrances.

GRANTOR shall have the right to assign this Agreement and all of its obligations hereunder to The Aruba Condominium Association, Inc., a Florida not-for-profit corporation (the “Association”), and, upon such assignment and assumption by the Association, the Association shall be deemed the “Grantor” under this Agreement, and Aruba Ventures, LLC shall be deemed released from all liability under the terms of this Agreement.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in its name by the undersigned as of the date first above written.

Signed, sealed and delivered
in the presence of

ARUBA VENTURES, LLC,
a Florida limited liability company

Ellen Johnson
Signature of Witness #1
Ellen Johnson
Typed/Printed Name of Witness #1

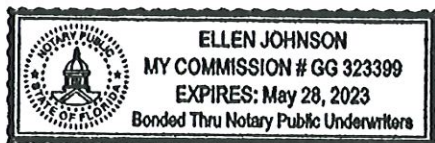
By: [Signature]
Graydon E. Miars, Vice President

[Signature]
Signature of Witness #2
Christopher Johnson
Typed/Printed Name of Witness #2

STATE OF FLORIDA

COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of July, 2020, by Graydon E. Miars, as Vice President of ARUBA VENTURES, LLC, a Florida limited liability company, on behalf of the company. He is ☒ personally known to me or ☐ has produced a _____ as identification.



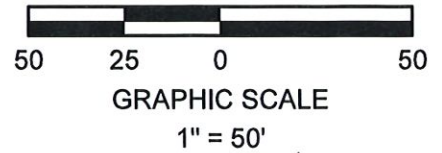
Ellen Johnson
NOTARY PUBLIC
Ellen Johnson
Print or Stamp Name
My Commission Expires: 5/28/23
(NOTARY SEAL)

EXHIBIT "A"

Legal Description and Sketch of Easement Area

PHILLIS AVE.
(4TH STREET)
(40' R/W)

POINT OF
COMMENCEMENT



S ATLANTIC AVE
(80' R/W)

S 25°34'00" E 387.05'
S 25°32'12" E 215.22'
(BASIS OF BEARING)

LOT 7

270' (P)

LOT 8

BLOCK 5

50' (P)

LOT 9

BLOCK 5
HALIFAX ESTATES
(MB 11, PG 100)

50' (P)

LOT 10

270' (P)

50' (P)

LOT 11

BLOCK 5

50' (P)

270' (P)

POINT OF
BEGINNING

NORTH 25FT
OF LOT 12

L1

L2

LOT 12

L3

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 63°54'20" E	282.79'
L2	S 26°31'42" E	10.00'
L3	S 63°54'20" W	282.97'
L4	N 25°32'12" W	10.00'

NOT A SURVEY

NOTE: THIS DESCRIPTION IS NEITHER FULL NOR
COMPLETE WITHOUT THE DESCRIPTION ON SHEET 2 OF 2

SHEET 1 OF 2

EXHIBIT A

ARUBA CONDOMINIUM
3717 S. ATLANTIC AVE
DAYTONA BEACH SHORES
ACCESS EASEMENT

DATE: 07/22/2020

PROJECT No: 180101

LOCATION No: 16-33-02

CHECKED BY: WSH

DRAFTED BY: JAE

SKETCH

UPHAM
CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612

DESCRIPTION:

A PORTION OF LOTS 8, 9, BLOCK 5 OCEAN VIEW SECTION OF HALIFAX ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 11, PAGE 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE INTERSECTION OF PHILLIS AVENUE (4TH STREET PER PLAT BOOK 11, PAGE 100), A 40 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT AND SOUTH ATLANTIC AVENUE, AN 80 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT, THENCE S 25°34'00" E ALONG THE EAST LINE OF SAID SOUTH ATLANTIC AVENUE FOR A DISTANCE OF 387.05 FEET; THENCE S 25°32'12" E FOR AS DISTANCE OF 215.22 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY N 63°54'20" E FOR A DISTANCE OF 282.79 FEET; THENCE S 26°31'42" E FOR A DISTANCE OF 10.00 FEET; THENCE S 63°54'20" W FOR A DISTANCE OF 282.97 FEET TO A POINT ON THE AFORESAID RIGHT-OF-WAY; THENCE N 25°32'12" W ALONG THE EAST LINE OF SAID SOUTH ATLANTIC AVENUE FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 2,829± SQUARE FEET MORE OR LESS.

GENERAL NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK (A TOPNET GNSS NETWORK). AS A REFERENCE FOR THIS SKETCH AN ASSUMED BEARING ALONG THE RIGHT-OF-WAY OF S. ATLANTIC BLVD A 80 FOOT RIGHT-OF-WAY, HAVING A BEARING OF (S 25°32'12" E).

LEGEND

INC...	INCORPORATED	R/W...	RIGHT-OF-WAY
L...	LINE	"FP&L"...	FLORIDA POWER AND LIGHT COMPANY
LB...	LICENCE BUSINESS	CM...	CONCRETE MONUMENT
PSM...	PROFESSIONAL SURVEY MAPPER	PRM...	PERMANENT REFERENCE MONUMENT
MB...	MAP BOOK	ORB...	OFFICIAL RECORDS BOOK
PG(S)...	PAGE		

NOT A SURVEY

NOTE: THIS DESCRIPTION IS NEITHER FULL NOR COMPLETE WITHOUT THE SKETCH ON SHEET 1 OF 2

SHEET 2 OF 2

THE FOREGOING SKETCH AND DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 472, FLORIDA STATUTES. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2)

BY: 
WILLIAM S HART PSM No. 3905

DATE: 07/22/2020

PROJECT No: 180101

LOCATION No: 16-33-02

CHECKED BY: WSH

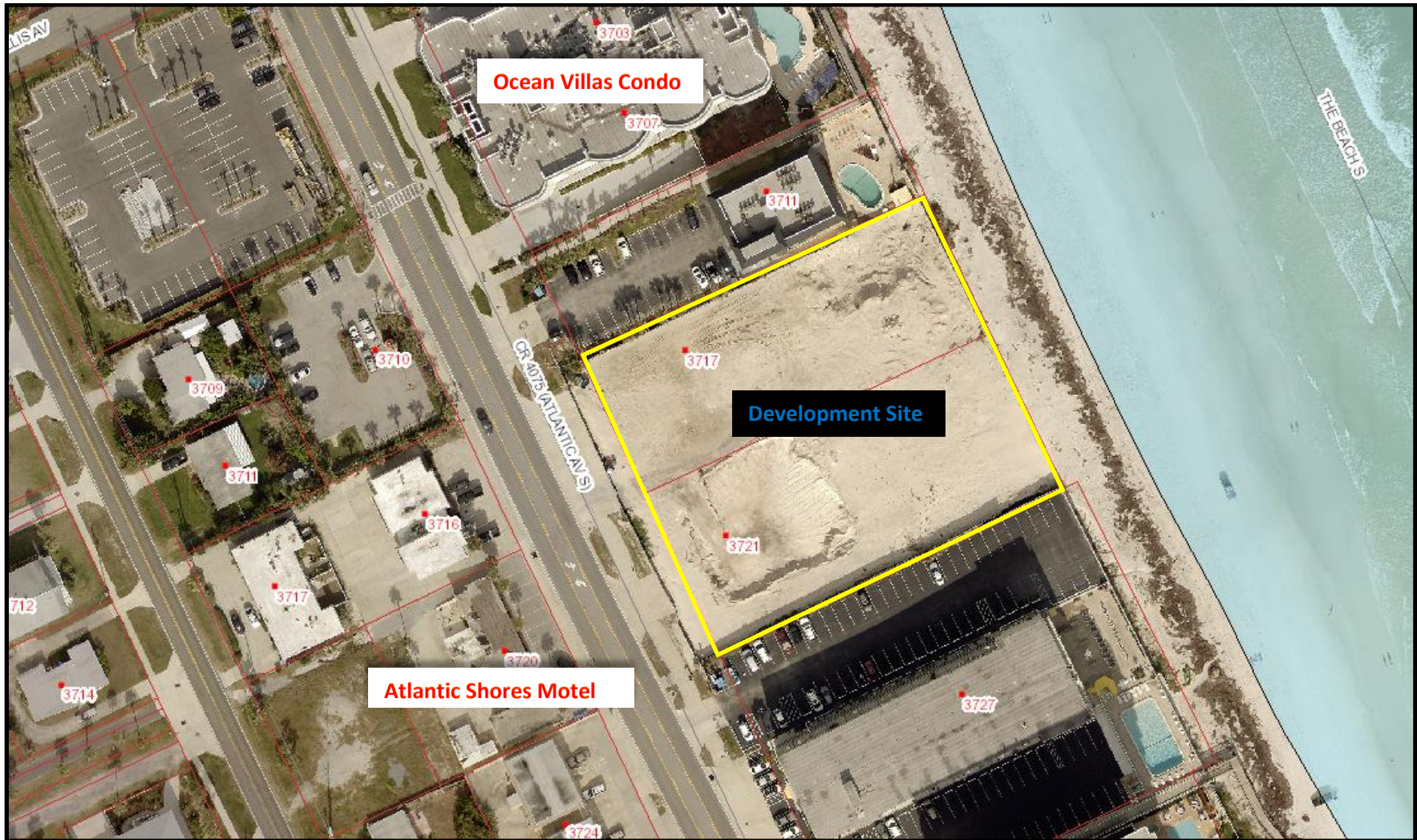
DRAFTED BY: JAE

DESCRIPTION



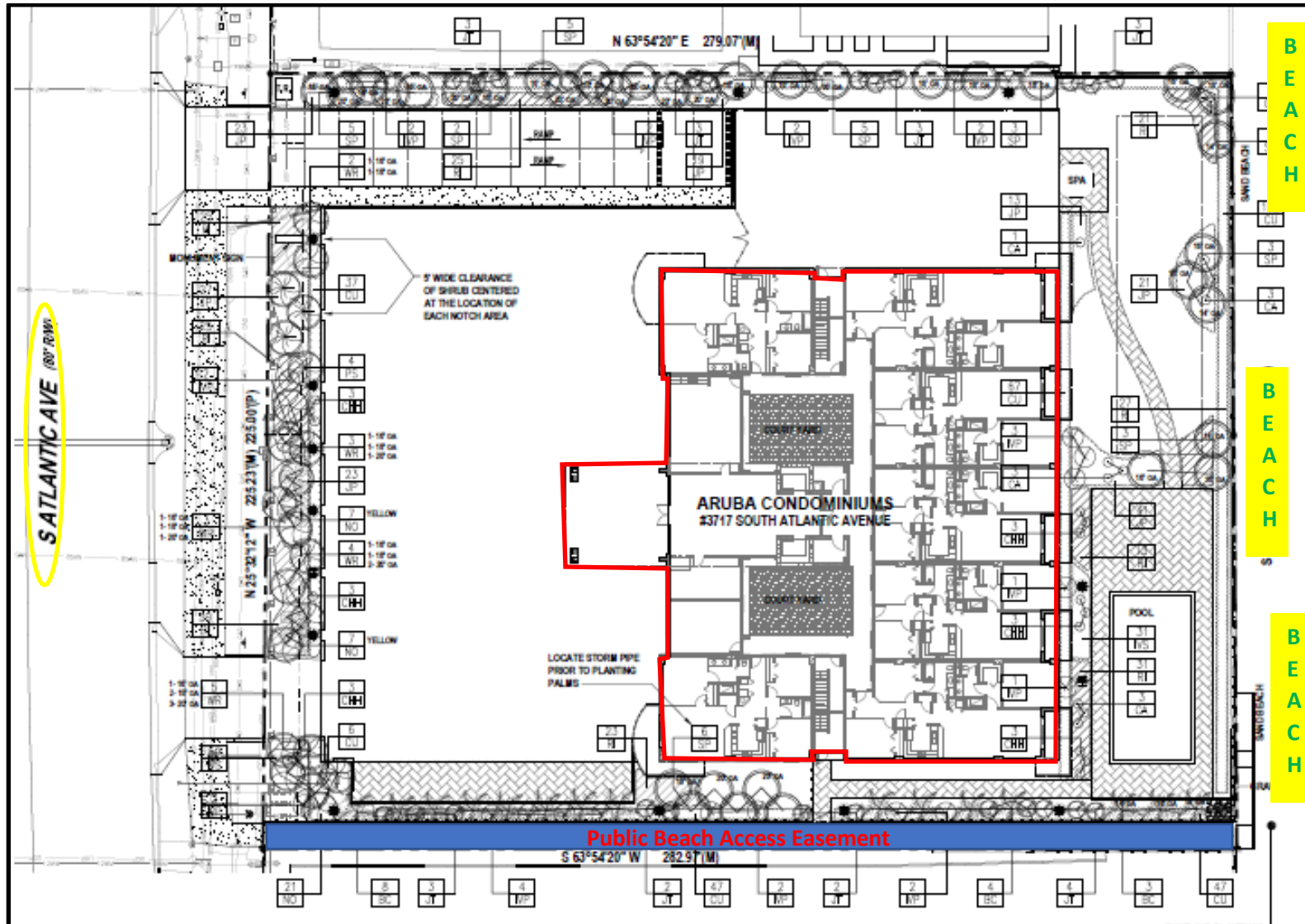
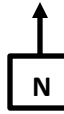
THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; WHEN SIGNED AND SEALED BY AN ELECTRONIC SIGNATURE, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES.

Aruba Condominium Location



Source: Volusia Property
Appraiser, 2018

Aruba Easement Location



KEY: Building Footprint:



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 9, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Regular Site Plan RSP12020018: Oceans 25 Townhomes, 2900 S. Atlantic Avenue

SYNOPSIS:

Regular Site Plan RSP12020018 "Oceans 25 Townhomes," if approved, would facilitate the construction of 25 townhomes at the City owned property located at 2900 S. Atlantic Avenue. The property is 2.13 acres and currently under a purchase contract with the developer Oceans 25, LLC. The property is the subject of a Development Agreement, which governs several development components of the project and provides economic incentives to the developer. As outlined in the agreement, subsequent to receiving all local and state approvals/permits, the sale of the property will be finalized and the developer has up to two years to complete the project. However, the developer has indicated that they intend to initiate construction immediately after transfer of title and complete the project within nine (9) months.

FISCAL IMPACT STATEMENT:

The Oceans 25 Townhomes Development 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 these costs will be recouped through the collection of ad-valorem taxes within 6-10 years.

BACKGROUND:

See Planning Analysis attached.

LEGAL REVIEW:

This item is approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of Regular Site Plan RSP12020018 contingent upon the following, prior to the issuance of a Certificate of Occupancy:

1. Dedication of sewer force main easement (per, Oceans 25 Development Agreement)

SUGGESTED MOTION:

A City Council member may move as follow:

1. "I move to approve the Oceans 25 Townhome Project Site Plan, RSP12020018, as presented."

OR

2. "I move to approve the Oceans 25 Townhome Project Site Plan, RSP12020018, with the condition outlined in the Planning Staff Report."

OR

3. "I move to deny the Oceans 25 Townhome Project Site Plan, RSP12020018, on the basis of the following..."

- ATTACHMENT:**
1. Oceans 25 RSP12020018-Planning Analysis-1
 2. Planning Analysis-Exhibit E-Oceans 25
 3. Planning Analysis-Exhibit F-Oceans 25 RSP12020018
 4. SITE PLAN
 5. ARCHITECTURAL COLORED RENDERINGS
 6. ARCHITECTURE
 7. TRANSPORTATION EXHIBIT
 8. FIRE TRUCK MANUVERING EXHIBIT
 9. DA-Oceans 25 LLC correct recorded
 10. Oceans 25 DA EXHIBITS-2-19-20



**PLANNING ANALYSIS
CITY COUNCIL
AUGUST 11, 2020**

APPLICATION NO:	RSP12020018
PROJECT NAME:	Oceans 25 Townhomes
PROJECT LOCATION:	2900 South Atlantic Avenue
PARCEL ID:	5327-06-04-0020
APPLICANT/OWNER:	Oceans 25, LLC / City of Daytona Beach Shores
PROJECT COORDINATOR:	The Performance Group, Inc. / Joe Hopkins, PE
STAFF CONTACT:	Stewart Cruz, AICP – City Planner
REQUEST:	<i>Approval of site plan application, RSP12020018, which would allow the construction of a 25-unit Townhome development.</i>

A. DEVELOPMENT AGREEMENT

On March 24, 2020 the Daytona Beach Shores City Council approved a development agreement between the City and the developer, Oceans 25, LLC. The agreement provided economic incentives for the purchase and construction of the development. In addition, the agreement also established land development standards, deviations and obligations for the project. These include:

1. Deviations: Three (3) granted: front yard setbacks, no commercial use requirement and no loading zone requirement.
2. Density Restriction: Development limited to 25 townhomes.
3. Deed Restriction: Townhome use only.
4. Easements: Developer shall provide to the City all requisite utility and access easements.
5. Accessory Structures: Walls, patios, etc. are permitted within the setback.

With the exception of the required easement dedication for a relocated City sewer force main, which can only be dedicated to the City after ownership transfers, all other site plan related requirements articulated in the agreement have been met.

B. EXISTING ZONING AND LAND USE

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

Table 1: Zoning and Land Use Area Description

Location	Zoning	Current Land Use
Subject Property	MXD	Vacant
North	RSF-1	Single Family Residence
North West	GC-2	Port Orange Water Facility
South	RMF-3	Oceans Townhomes
East	T-RMF-1	St. Kitts & Tuscany Shores COAs
West	PUD	Clover Leaf North COA

Notes: MXD = Mixed Use District; RSF-1 = Urban Single-Family Residential Detached District; GC-2 = Retail/Service Commercial District; RMF-3 = Multifamily Residential (Low) Density; T-RMF-1 = Hotel/Motel-Residential Multifamily (High Density) District; PUD = “Planned Unit Development” District.

As seen in **Table 1** above and **Exhibit A**, the subject property has a zoning designation of MXD District. Pursuant to Sec. 14-25 of the Daytona Beach Shores Land Development Code (LDC) entitled “Mixed Use” District, multifamily residential uses are a permitted in the MXD District. Pursuant to Sec. 2-2, LDC, a multifamily residential use contains three or more dwelling units. The proposed townhome project contains 25 townhomes and therefore qualifies as multifamily development.

Although the intent of Mixed Use districts is to permit developments which “...contain a mixture of residential, commercial, office, and cultural uses in a single structure or multiple structures...” the townhome project is permitted pursuant to a development agreement exempting the intended mixture of uses intended in this district. Therefore, the site plan analysis conducted in this report was guided by the approved development agreement and relevant LDC regulations.

C. COMPREHENSIVE PLAN (2030)

The proposed development is consistent with Daytona Beach Shores Comprehensive Plan (2030).

D. REVIEW AND COMMENTS

PLANNING – Stewart Cruz, AICP - City Planner

1. General Description

The development site is located at 2900 S. Atlantic Avenue (**Exhibit B**). The site has an acreage of 2.13 acres and street frontages of 165 feet, 246 feet and 294 feet along Ridge Road, S. Atlantic Avenue and Oceans West Boulevard, respectively. The site is currently vacant with no visibly significant flora or fauna.

The proposed Oceans 25 Townhomes site plan proposes the construction of 25 townhomes on the development site situated in three detached buildings, each with a building height of 24 feet [two (2) stories]. Building A (northwest), Building B (east) and Building C (south) will have 9, 9 and 7 units respectively. Sizes of units vary by building but average around 2,200 square feet.

The architectural style of the buildings is contemporary in nature with hints of Key West style (**Exhibit C**). Townhome units will be sold fee simple with a homeowners association controlling the common areas.

2. Stormwater

The site will have an underground exfiltration stormwater system with a dry retention stormwater pond located between buildings A and B. All substantial stormwater run offs from buildings and pavements will be directed into the underground exfiltration system.

3. Access

The development plan shows vehicular and pedestrian access via two (2) driveway connections to Oceans West Boulevard on the south of the property. The eastern driveway will be over 100 feet from S. Atlantic Avenue while the western driveway will be over 50 feet from the Clover Leaf North property line. The Fire Division has reviewed both access points and have no objection to their location. A section of the Oceans West Boulevard median will have a cut through in front of easternmost proposed driveway to facilitate turning movements in and out of the property.

4. Parking & Transportation

Thirty-eight (38) parking spaces are required for the development however 57 are shown on the plan, seven (7) of which are common. No handicap parking are shown on the plan as townhomes are not subject to federal or state handicap parking requirements. According to the traffic analysis provided by the engineer of record, AM (7am-9am) and PM (4pm-6pm) peak hour vehicular trips generated are 11 and 14, respectively. The average daily trips generated from the development should not exceed 147, with 50% leaving and 50% entering the development. These trips will not adversely impact the S. Atlantic Avenue transportation corridor or Oceans West Boulevard, which are currently operating at acceptable levels of service.

5. Public Facilities

All public facilities have adequate capacity to accommodate the proposed development at the City's adopted levels of services (**Exhibit D**).

6. Landscaping

The development shows a total landscaped area of 33 percent of the site although only 15 percent is required. Thirty-seven trees are required however a total of 80 trees are provided on site, which includes six different species. Adequate perimeter and interior landscaping are provided as required. Considering the aforementioned, the landscape plan meets, and in most cases, exceeds the City's landscape design requirements (**Exhibit E**).

7. Outstanding Issues

As seen in the attached site development plan review checklist (**Exhibit F**), the following outstanding issues need to be addressed prior to the issuance of a certificate of occupancy:

1. Dedication of sewer force main easement per plans and development agreement.

The project engineer and developer are aware of the above requirement. The proposed sewer force main easement will be transferred to City subsequent to the transfer of ownership of the property during the platting/subdivision process. The developer cannot legally convey the easement without ownership control of the property. In addition, the City cannot provide an easement to itself as this would be inconsistent with the Doctrine of Merger.

COMMUNITY SERVICES – Fred Hiatt, Director / Building Official

The Director has reviewed the site plan his comments have been addressed.

PUBLIC WORKS – Brian Edwards, Deputy Director / Facilities Superintendent

The Facilities Superintendent has reviewed the site plan, including the landscaping plan, and his comments have been addressed.

PUBLIC SAFETY – Fire Division

The Fire Division has reviewed the site plan and comments have been addressed.

ENGINEERING – Burl Reardon, P.E. - Tetra Tech HAI

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

PLANNING AND ZONING BOARD

On July 13, 2020, the Daytona Beach Shores Planning and Zoning Board reviewed and unanimously recommend approval of the subject site plan.

E. STAFF RECOMMENDATION

Staff recommends approval of the Oceans 25 Townhome Site Plan RSP12020018 contingent upon the following:

PRIOR TO CERTIFICATE OF OCCUPANCY

1. Dedication of sewer force main easement (per, Oceans 25 Development Agreement).

EXHIBIT A

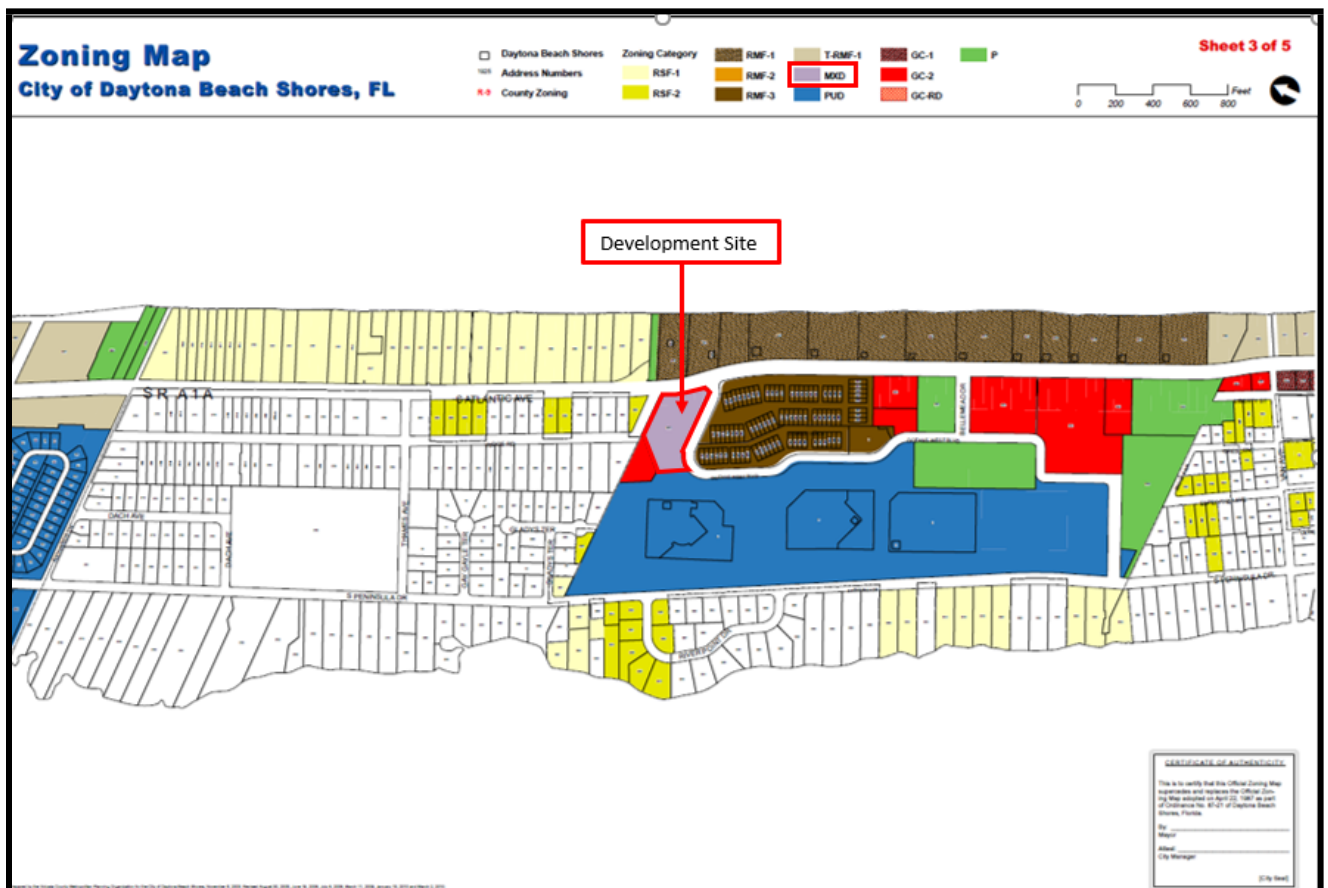


EXHIBIT B
(Aerial View: 2900 S. Atlantic Avenue)



Source: Volusia County Property Appraiser, 2020

EXHIBIT C



Oceans 25 Townhomes
Building B from east



Oceans 25 Townhomes
Building C from south

EXHIBIT D

PUBLIC FACILITIES CONCURRENCY FINDINGS

PART A

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

Development Variable	Current Use	Proposed Use	System Impact	Capacity Available
Residential Units	0	25	25	
Population ¹	0	44	44	
AM / PM Peak Hour Trips ²	0/0	11/14	11/14	Yes
Sanitary Sewer (gallons/day) ³	0	6,250	6,250	Yes
Solid Waste (lbs./day) ⁴	0	440	440	Yes
Stormwater Drainage ⁵	n/a	Onsite retention	n/a	Yes
Potable Water (gallons/day) ⁶	0	4,840	4,840	Yes
Recreation	0	Negligible	Negligible	Yes
Public School Student(s) ⁷	0	4	4	Yes

NOTES & ADOPTED LOS: 1-*Population*: 1.75 persons dwelling unit (US Census, 2010); 2-*Transportation*: See Engineer of Record Analysis; 3-*Sanitary Sewer*: 250 gallons per dwelling unit per day (LDC); 4- *Solid Waste*: 10 pounds per capita per day (LDC); 5- Stormwater Drainage: LOS standard = 25 year, 24 hour event; 6-*Potable Water*: 110 gallons per capita per day (LDC); 7-*Recreation*: LOS Varies; 8-*Public School*: 0..125 per townhome unit (Volusia County School District, 2019).

PART B: FINIDINGS OF CONCURRENCY

Per Part A above, the City finds the following:

1. The existing public facilities have the ability to accommodate the proposed development at the adopted level-of-service standards.
2. No public facility deficiency is required to be corrected prior to the completion of the proposed development.

EXHIBIT E

Attached Under Separate Cover

EXHIBIT F

Attached Under Separate Cover

LANDSCAPING AND IRRIGATION REVIEW

Date July 14, 2020

City Council: August 11, 2020

Name Of Project Oceans 25 Townhomes/RSP 12020018
Address & Parcel # 2900 South Atlantic Avenue, Daytona Beach Shores, FL
PID: 5327-06-04-0020
Owner: City of Daytona Beach Shores / Contract Buyer: Oceans 25, LLC
Applicant: Oceans 25, LLC
Project Coordinator: The Performance Group, Inc. - Joe Hopkins, PE

	Status	Date
Drawings Show Site Location & North Arrow	<u>OK</u>	<u>07/02/20</u>
Lot Size <u>Irregular</u>	<u>OK</u>	<u>07/02/20</u>
Land Area <u>92,912 s.f. or 2.13 acres</u>	<u>OK</u>	<u>07/02/20</u>
Green Area – Min Req <u>15 %</u> , Shown <u>33 %</u>	<u>OK</u>	<u>07/02/20</u>
Trees – Min Req <u>37</u> , # Shown <u>80</u>	<u>OK</u>	<u>07/02/20</u>
Tree breakdown <u>57 palms, 61 non palms</u>		
Tree Mixture – Min Req <u>4</u> # Shown <u>6</u>	<u>OK</u>	<u>07/02/20</u>
Specimen Trees – No <u>X</u> Yes <u> </u> Protected <u> </u>	<u>NA</u>	<u>07/02/20</u>
Drawings Meet/Exceed City's Tree Ordinance	<u>OK</u>	<u>07/02/20</u>
Parking Area Landscaping		
Alternative Landscaping: <u>NA</u>	<u>NA</u>	<u>07/02/20</u>
Min Req <u>sf</u> , Shown <u>sf</u>	<u>NA</u>	<u>07/02/20</u>
Terminal/Interior Islands	<u>OK</u>	<u>07/02/20</u>
Lot Perimeter Landscaping	<u>OK</u>	<u>07/02/20</u>
Plants – Salt Tolerance Rating		
High <u>X</u> Moderate <u>X</u> Slight <u> </u>	<u>OK</u>	<u>07/02/20</u>
Provisions For Irrigation	<u>OK</u>	<u>07/10/20</u>

COMMENTS

NONE

LANDSCAPING/IRRIGATION PLAN REVIEWER

Stewart Cruz, AICP 191244
City Planner

LANDSCAPING/IRRIGATION PLAN APPROVED BY CIT COUNCIL

With Modifications Indicated _____ Without Modifications _____

Nancy Miller, Mayor

Date



**PLANNING ANALYSIS
CITY COUNCIL
AUGUST 11, 2020**

APPLICATION NO:	RSP12020018
PROJECT NAME:	Oceans 25 Townhomes
PROJECT LOCATION:	2900 South Atlantic Avenue
PARCEL ID:	5327-06-04-0020
APPLICANT/OWNER:	Oceans 25, LLC / City of Daytona Beach Shores
PROJECT COORDINATOR:	The Performance Group, Inc. / Joe Hopkins, PE
STAFF CONTACT:	Stewart Cruz, AICP – City Planner
REQUEST:	<i>Approval of site plan application, RSP12020018, which would allow the construction of a 25-unit Townhome development.</i>

A. DEVELOPMENT AGREEMENT

On March 24, 2020 the Daytona Beach Shores City Council approved a development agreement between the City and the developer, Oceans 25, LLC. The agreement provided economic incentives for the purchase and construction of the development. In addition, the agreement also established land development standards, deviations and obligations for the project. These include:

1. Deviations: Three (3) granted: front yard setbacks, no commercial use requirement and no loading zone requirement.
2. Density Restriction: Development limited to 25 townhomes.
3. Deed Restriction: Townhome use only.
4. Easements: Developer shall provide to the City all requisite utility and access easements.
5. Accessory Structures: Walls, patios, etc. are permitted within the setback.

With the exception of the required easement dedication for a relocated City sewer force main, which can only be dedicated to the City after ownership transfers, all other site plan related requirements articulated in the agreement have been met.

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

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The proposed development is consistent with Daytona Beach Shores Comprehensive Plan (2030).

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The development site is located at 2900 S. Atlantic Avenue (**Exhibit B**). The site has an acreage of 2.13 acres and street frontages of 165 feet, 246 feet and 294 feet along Ridge Road, S. Atlantic Avenue and Oceans West Boulevard, respectively. The site is currently vacant with no visibly significant flora or fauna.

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Thirty-eight (38) parking spaces are required for the development however 57 are shown on the plan, seven (7) of which are common. No handicap parking are shown on the plan as townhomes are not subject to federal or state handicap parking requirements. According to the traffic analysis provided by the engineer of record, AM (7am-9am) and PM (4pm-6pm) peak hour vehicular trips generated are 11 and 14, respectively. The average daily trips generated from the development should not exceed 147, with 50% leaving and 50% entering the development. These trips will not adversely impact the S. Atlantic Avenue transportation corridor or Oceans West Boulevard, which are currently operating at acceptable levels of service.

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7. Outstanding Issues

As seen in the attached site development plan review checklist (**Exhibit F**), the following outstanding issues need to be addressed prior to the issuance of a certificate of occupancy:

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The project engineer and developer are aware of the above requirement. The proposed sewer force main easement will be transferred to City subsequent to the transfer of ownership of the property during the platting/subdivision process. The developer cannot legally convey the easement without ownership control of the property. In addition, the City cannot provide an easement to itself as this would be inconsistent with the Doctrine of Merger.

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The Director has reviewed the site plan his comments have been addressed.

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The Facilities Superintendent has reviewed the site plan, including the landscaping plan, and his comments have been addressed.

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PLANNING AND ZONING BOARD

On July 13, 2020, the Daytona Beach Shores Planning and Zoning Board reviewed and unanimously recommend approval of the subject site plan.

E. STAFF RECOMMENDATION

Staff recommends approval of the Oceans 25 Townhome Site Plan RSP12020018 contingent upon the following:

PRIOR TO CERTIFICATE OF OCCUPANCY

1. Dedication of sewer force main easement (per, Oceans 25 Development Agreement).

EXHIBIT A

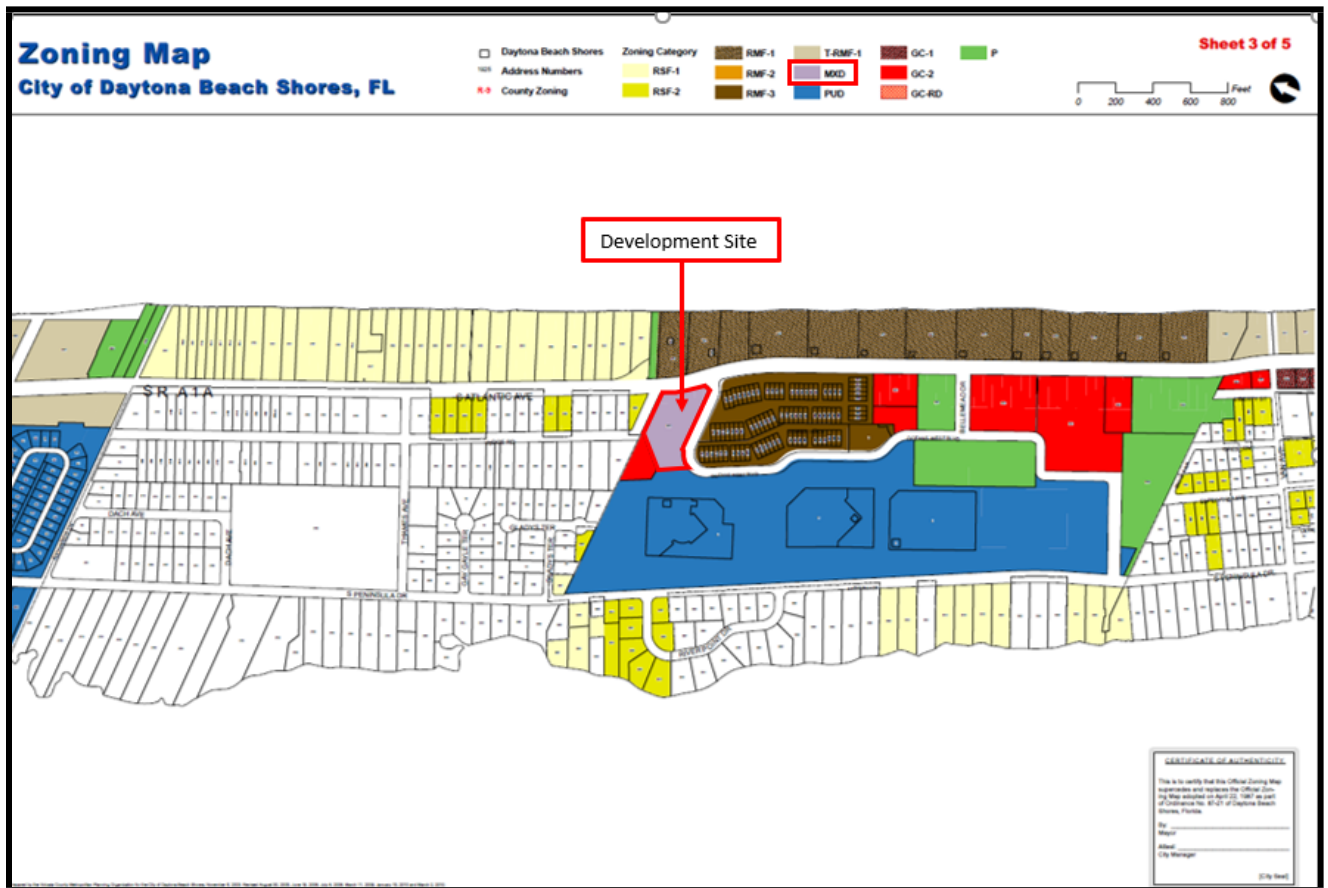


EXHIBIT B
(Aerial View: 2900 S. Atlantic Avenue)



Source: Volusia County Property Appraiser, 2020

EXHIBIT C



Oceans 25 Townhomes
Building B from east



Oceans 25 Townhomes
Building C from south

EXHIBIT D

PUBLIC FACILITIES CONCURRENCY FINDINGS

PART A

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

Development Variable	Current Use	Proposed Use	System Impact	Capacity Available
Residential Units	0	25	25	
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PART B: FINIDINGS OF CONCURRENCY

Per Part A above, the City finds the following:

1. The existing public facilities have the ability to accommodate the proposed development at the adopted level-of-service standards.
2. No public facility deficiency is required to be corrected prior to the completion of the proposed development.

EXHIBIT E

Attached Under Separate Cover

EXHIBIT F

Attached Under Separate Cover

ENGINEERING PLANS FOR OCEANS 25 DAYTONA BEACH SHORES, FLORIDA MAY, 2020

INDEX OF SHEETS

- C1 COVER
- C2 EXISTING CONDITIONS
- C3 DEMOLITION & EROSION CONTROL PLAN
- C4 DIMENSION PLAN
- C5 PAVING & DRAINAGE PLAN
- C6 UTILITY PLAN
- C7 DRAINAGE DETAILS
- C8 SECTIONS AND DETAILS
- C9 WATER CONSTRUCTION DETAILS
- C10 SANITARY CONSTRUCTION DETAILS
- C11 MAINTENANCE OF TRAFFIC
- LA1 LANDSCAPING PLAN
- LA2 IRRIGATION PLAN
- LA3 LANDSCAPING AND IRRIGATION DETAILS
- A-1 ARCH. FLOOR PLAN
- A-2 ARCH. FLOOR PLAN
- A-3 ARCH. FLOOR PLAN
- A-4 ARCH. ELEVATIONS
- A-5 ARCH. ELEVATIONS
- A-6 ARCH. ELEVATIONS
- S1 SURVEY

UTILITY NOTES:

1. THE LOCATION OF ALL EXISTING UTILITIES AND SITE CONDITIONS SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM BEST INFORMATION AVAILABLE, AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES, AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLAN OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE CONTRACTOR. THE CONTRACTOR SHALL COOPERATE WITH THE RESPECTIVE UTILITY COMPANIES DURING RELOCATION OPERATIONS. THE CONTRACTOR SHALL LOCATE AND VERIFY ALL HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO STARTING CONSTRUCTION.
2. ALL CONSTRUCTION & MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST AWWA STANDARD, APPROVED DEP PERMITS, AND LOCAL GOVERNMENT STANDARD PROVIDING THE UTILITY SERVICE. CONTRACTOR SHALL CALL 1-800-SUNSHINE (1-800-432-4770) PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY.
3. ALL PROPOSED UTILITIES SHALL BE INSTALLED UNDERGROUND.
4. THE LOCAL GOVERNMENT PROVIDING UTILITY SERVICE SHALL BE CONTACTED 48 HOURS IN ADVANCE OF INITIATING CONSTRUCTION ON ANY EXISTING OR PROPOSED UTILITIES.
5. ALL SERVICE LATERALS TO BUILDINGS SHALL BE CLEARLY MARKED AT THE SURFACE DURING CONSTRUCTION.
6. ALL UNDERGROUND UTILITIES SHALL HAVE A MINIMUM OF THREE (3) FEET OF COVER UNLESS OTHERWISE SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER, IN ACCORDANCE WITH THE APPROVED PERMITS.
7. WHEN TRENCH EXCAVATION EXCEEDS FIVE (5) FEET IN DEPTH THE CONTRACTOR SHALL CONFORM TO OSHA STD. 29CFR SEC. 1926.850. THE CONTRACTOR SHALL PROVIDE WRITTEN ASSURANCE OF COMPLIANCE WITH THIS LAW. A TRENCH SAFETY SYSTEM SHALL BE PROVIDED BY THE CONTRACTOR.
8. WATER SERVICES 3/4" TO 2-1/2" SHALL BE POLYETHYLENE SERVICE TUBING AND HAVE A RECOMMENDED WATER PRESSURE RATING OF 200 PSI. SERVICE SHALL HAVE A COPPER TUBE OUTSIDE DIAMETER PER ASTM D-2737 AND BE MANUFACTURED FROM VIRGIN RESIN MEETING THE REQUIREMENTS OF ASTM D-1248 AND SHALL HAVE A STANDARD DIMENSION RATION OF 9 (SDR9) AND A PLASTIC PIPE INSTITUTE RATING OF PE 3408.
9. WATER MAINS 4 INCHES AND LARGER SHALL CONFORM TO THE AWWA STANDARD FOR POLYVINYL CHLORIDE (PVC) PIPE AS OUTLINED IN THE ANSI/AWWA C900 FOR CLASS 150, DR 18. ALL ASTM STANDARD REFERENCES INCLUDED AS PART OF THE AWWA C900 STANDARD SHALL APPLY. IN ANY CASE OF CONFLICT, THE REQUIREMENTS OF THE AWWA C900 STANDARD SHALL PREVAIL.
10. DUCTILE IRON PIPE SHALL BE CLASS 150 CEMENT LINED MEETING AWWA STANDARD A21.50, A21.51 AND A21.4.
11. ALL NEW WATER LINES SHALL BE CLEANED, DISINFECTED, PRESSURE TESTED AND BACTERIOLOGICAL TESTED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA C 600 AND C 651 AND RULE 62-555.345 F.A.C.
12. DETECTION TAPE (IF REQUIRED) ON WATER AND SEWER MAINS, SHALL BE MAGNETIC AND LOCATED 18" BELOW GRADE.
13. UNDERGROUND WATER MAINS SHALL BE SEPARATED HORIZONTALLY AND VERTICALLY FROM SANITARY SEWER MAINS, STORM SEWERS, WASTEWATER, STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, ON-SITE SEWAGE TREATMENT, DISPOSAL SYSTEMS, SANITARY AND STORM SEWER MANHOLES PER F.S. 62-555.314(1) AND (2).
14. UNDERGROUND WATER MAIN JOINTS SHALL BE SEPARATED FROM OTHER PIPELINE JOINTS PER F.S. 62-555.314(2). UNDERGROUND WATER MAINS SHALL BE SEPARATED FROM SANITARY OR STORM SEWER MANHOLES PER F.S. 62-555.314(3).
15. UNDERGROUND WATER MAINS LAID LESS THAN THREE(3) FEET HORIZONTALLY AND CROSSING ANOTHER PIPELINE WHERE THE MINIMUM VERTICAL SEPARATION OR MINIMUM JOINT SEPARATION IS LESS THAN THAT SPECIFIED SHALL COMPLY WITH THE EXCEPTION SPECIFIED IN F.S. 62-555.314(5).
16. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
17. ALL SEWER CLEANOUTS IN TRAFFIC AREAS SHALL BE FLUSH WITH THE PAVEMENT. THESE SEWER CLEANOUTS SHALL HAVE BRASS CAPS W/ COUNTER SUNK SQUARE PLUGS.
18. PVC GRAVITY SEWER SHALL BE SDR 35. JOINTS SHALL BE INTEGRAL BELL ELASTOMERIC GASKET IN ACCORDANCE WITH ASTM D3212 AND ASTM F477. ALL PVC SEWER SHALL BEAR THE "NSF-DW SEAL."
19. ELECTRICAL POWER SERVICE SHALL BE UNDERGROUND MEETING THE SPECIFICATIONS OF NFPA OR THE GOVERNING UTILITY COMPANY.
20. FIRE HYDRANT PLACEMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE GOVERNING MUNICIPAL REQUIREMENTS.

EROSION AND SEDIMENT CONTROL NOTES:

1. THE CONTRACTOR SHALL CONDUCT ALL ACTIVITIES WITHIN THE LIMITS OF THE PERMITTED CONSTRUCTION AREA OR PROPERTY BOUNDARY, AS APPLICABLE.
2. PRIOR TO INITIATING CONSTRUCTION ON SITE, EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED. THIS SHALL INCLUDE ANY SILT SCREENING, HAY BALES OR OTHER EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS, DESCRIBED IN THE SITE PERMITS OR OTHERWISE REQUIRED DUE TO SITE CONSTRUCTION ACTIVITIES.
3. STORM WATER PONDS AND ANY REQUIRED CONVEYANCE FACILITIES SHALL BE CONSTRUCTED IMMEDIATELY AFTER CLEARING AND ROUGH GRADING IS COMPLETED.
4. PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED WITHIN 7 DAYS OF ESTABLISHING FINISHED GRADES. OTHER FORMS OF EROSION CONTROL MAY BE APPROVED BY THE ENGINEER OR BY OTHER PERMIT CONDITIONS.
5. ALL FORMS OF EROSION CONTROL SHALL BE REMOVED AFTER CONSTRUCTION AND PRIOR TO FINAL INSPECTION.

DEMOLITION NOTES:

1. CONTRACTOR SHALL CALL 1-800-SUNSHINE (1-800-432-4770) PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY.
2. AREAS OF THE SITE WITHIN THE DEMOLITION LIMITS SHALL BE CLEARED OF ALL EXISTING PHYSICAL IMPROVEMENTS TO WITHIN TWO (2) FEET OF EXISTING GRADE. FOOTINGS, UNDERGROUND PIPING & RELATED IMPROVEMENTS SHALL BE REMOVED IN THEIR ENTIRETY. CARE SHALL BE TAKEN TO PRESERVE ALL EXISTING UTILITIES AND TO PRESERVE EXISTING STRUCTURES CONTIGUOUS TO THE LIMITS OF DEMOLITION. UTILITY LOCATES SHALL BE OBTAINED PRIOR TO INITIATING ANY DEMOLITION.
3. ALL DEMOLISHED MATERIALS SHALL BE COLLECTED AND DISPOSED IN AN APPROVED MANNER. THE COST OF DEMOLITION AND DISPOSAL OF DEMOLISHED MATERIALS SHALL BE PAID BY THE CONTRACTOR.
4. AFTER DEMOLITION IS COMPLETED, THE SITE SHALL BE FILLED TO THE PROPOSED SUB GRADE ELEVATION SPECIFIED ON THE PAVING AND DRAINAGE PLANS. FILL SHALL BE PLACED IN SIX (6") LIFTS AND COMPACTED TO 95% MAXIMUM DENSITY USING THE AASHTO T-180 TEST METHOD. ISOLATED VOIDS SHALL BE FILLED AND COMPACTED IN THE SAME MANNER.
5. PRIOR TO AND DURING DEMOLITION OPERATIONS, THE CONTRACTOR SHALL MINIMIZE THE POTENTIAL FOR AIRBORNE DISPERSION OF DEMOLISHED MATERIALS, DUST, SAND AND THE LIKE.
6. ALL EXISTING SURFACE IMPROVEMENTS AND UNDERGROUND STORM DRAINAGE FOUNDATIONS SHALL BE REMOVED WITHIN THE PROJECT BOUNDARY LIMITS.

DEWATERING NOTES:

1. CONTRACTOR SHALL PERFORM DEWATERING ACTIVITIES IN STRICT ACCORDANCE WITH THE LATEST SJRWMD REQUIREMENTS, AND WITHIN PUMPING RATE THRESHOLDS ALLOWED BY SJRWMD WITHOUT REQUIRING A CONSUMPTIVE USE PERMIT.
2. ALL WATER SHALL BE PUMPED TO TEMPORARY STILLING BASINS FOR SEDIMENTATION/TURBIDITY CONTROL. STILLING BASINS SHALL HAVE FILTER CLOTH AND HAY BALES IN PLACE ALONG DOWNSTREAM LIMITS PRIOR TO DEWATERING NATURING ACTIVITIES.
3. DEWATERING ACTIVITIES SHALL NOT EXCEED 100,000 GPD ON AN ANNUAL AVERAGE BASIS.

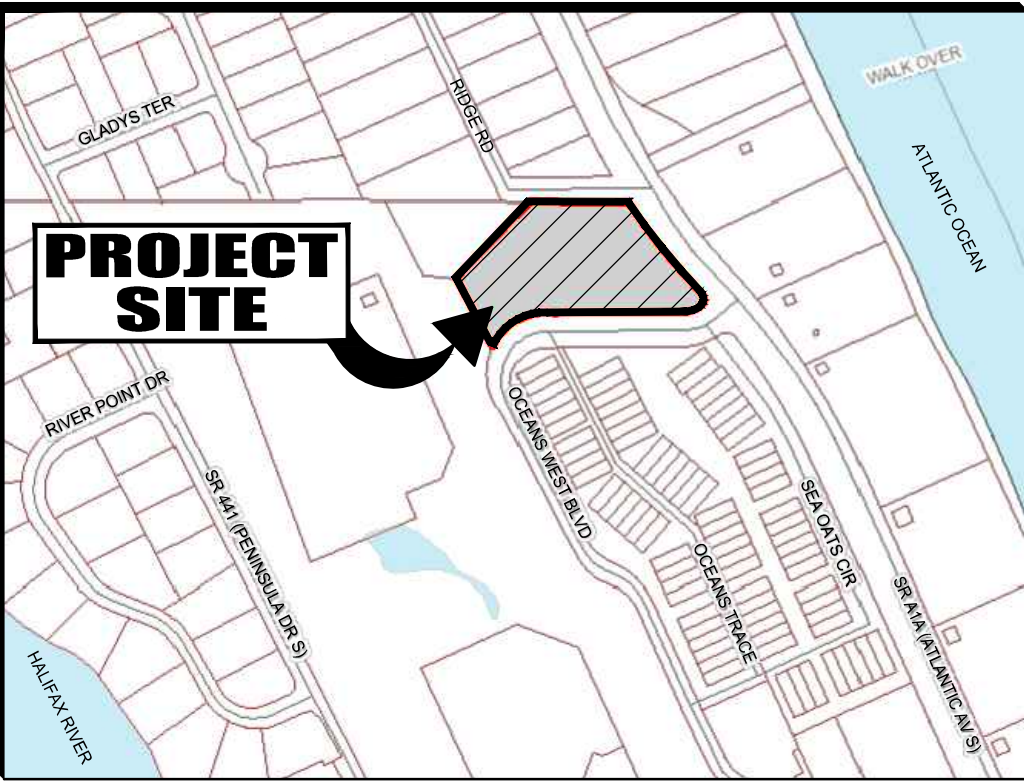
EARTHWORK AND EMBANKMENT NOTES:

1. ALL EARTHWORK AND RELATED OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 120 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, UNLESS OTHERWISE NOTED ON THE CONSTRUCTION PLANS.
2. EMBANKMENTS, BERMS, AND OTHER EARTHEN STRUCTURES SHALL BE CONSTRUCTED OF MATERIAL CONTAINING NO MUCK, STUMPS, ROOTS, BRUSH, ROCK, RUBBISH, OR OTHER MATERIAL DESIGNATED AS UNDESIRABLE.
3. EMBANKMENTS, BERMS, AND OTHER EARTHEN STRUCTURES SHALL BE COMPACTED IN SIX (6") INCH LIFTS TO A DENSITY OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM D-1557, MODIFIED PROCTOR.
4. IN FINAL SHAPING OF EARTHWORK, A TOLERANCE OF 0.25 FEET ABOVE OR BELOW THE DESIGN ELEVATIONS WILL BE ALLOWED, EXCEPT AS NOTED UNDER SECTION 120-11.2 (1 THROUGH 4) OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
5. NO CONSTRUCTION IS PERMITTED BEYOND THE LIMITS OF THE PROJECT BOUNDARY.

CURBING NOTES:

1. TERMINATING CURBS SHALL HAVE TRANSITIONS FROM 6" TO 0" OVER A LENGTH OF 2 FEET.
2. WHERE TERMINATING CURBS AND SIDEWALKS MEET, THE CURB SHALL TRANSITION OVER 2 FEET TO MATCH THE FINISHED ELEVATION OF THE SIDEWALK.
3. CONTRACTOR TO USE INTEGRAL CURB WITH CONCRETE PAVING SPECIFICATION OR FDOT TYPE "D" CURB WITH ASPHALT PAVING SPECIFICATION.

VICINITY MAP:



EXFILTRATION TRENCH O & M PROCEDURES

1. OPERATION AND MAINTENANCE OF ON-SITE STORMWATER SYSTEMS, SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY.
2. BUILDING ROOF RUNOFF SHALL BE DIRECTLY CONNECTED TO THE EXFILTRATION TRENCH SYSTEM.
3. STORM INLETS, TRENCH GRATES, GARAGE INLETS, AND POOL DECK GRATES SHALL BE INSPECTED AND CLEANED ON A WEEKLY BASIS TO PREVENT CLOGGING OR LIMIT INFLOW CAPACITY.
4. THE BOTTOM OF ALL INLETS, TRENCHES AND POOL DECK DRAINS SHALL BE INSPECTED ON A MONTHLY BASIS AND ALL DEBRIS, SAND AND SEDIMENTATION REMOVED.
5. THE TRENCH DRAIN SYSTEM SHALL BE INSPECTED ON A MONTHLY BASIS OR THREE(3) DAYS AFTER A STORM EVENT TO ENSURE THE EXFILTRATION TRENCH DRAWS DOWN PROPERLY.
6. EXFILTRATION TRENCHES SHALL BE FLUSHED ON A YEARLY BASIS TOWARDS INLET SUMPS TO REMOVE INTERNAL SEDIMENTATION.

ADDRESS NOTES:

1. ADDRESS NUMBERS SHALL BE ARABIC NUMERALS. NUMBERS SHALL BE IN A COLOR CONTRASTING WITH THE STRUCTURE OR BACKGROUND SURFACE, AND NOT BE LESS THAN SIX (6) INCHES IN HEIGHT.
2. THE ADDRESS NUMBER SHALL BE AFFIXED HORIZONTALLY IN A CONSPICUOUS PLACE ON THE BUILDING SO THAT THE NUMBER IS CLEARLY LEGIBLE FROM THE STREET.

NOTE:

ALL DESIGN AND CONSTRUCTION SHALL BE IN COMPLIANCE WITH FBC 2017 WITH SUPPLEMENTS FOR MINIMUM 140 MPH WIND LOADS.

SITE DATA:

ZONING: MXD FUTURE LAND USE: RETAIL - COMMERCIAL			
PARKING SPECIFICATIONS:			
1 1/2 SPACES PER DWELLING UNIT			
1 1/2 X 25 = 37.5			
TOTAL PARKING REQUIRED = 38 SPACES			
TOTAL PARKING PROVIDED = 57 SPACES			
LOT SPECIFICATIONS:			
TOTAL PROJECT AREA: 92,912 14 S.F. = 2.13 Ac.			
TOTAL WETLAND AREA: 0 S.F. = 0 Ac.			
DESCRIPTION EXISTING			
TOTAL IMPERVIOUS AREA:	S.F.	Ac.	%
TOTAL PERVIOUS AREA:	92,802.25	2.128	99.88
TOTAL AREA:	92,912.14	2.130	100.00
DESCRIPTION PROPOSED			
TOTAL IMPERVIOUS AREA:	S.F.	Ac.	%
TOTAL PERVIOUS AREA:	92,299.64	1.43	67.0
TOTAL AREA:	30,612.50	0.70	33.0
TOTAL AREA:	92,912.14	2.13	100.0
SETBACKS:			
A1A = 15'			
OCEANS WEST = 15'			
RIDGE AVENUE = 10'			
INTERIOR LOT LINES = 15'			
MAX. BUILDING HEIGHT = 35'			
MAX. LOT COVERAGE = 70%			
1. USDA NRCS SOIL TYPE: 41, PALM BEACH-PAOLA ASSOCIATION, HYDROLOGIC GROUP "A" VOLUSIA COUNTY, FL. PANEL# 386 OF 930 MAP# 12127C0386J, DATED SEPTEMBER 29, 2017.			
2. TAX PARCEL NUMBER(S): 5327-06-04-0020			
4. SITE ADDRESS: 2900 S. ATLANTIC AVE. DAYTONA BEACH SHORES, FL 32118			

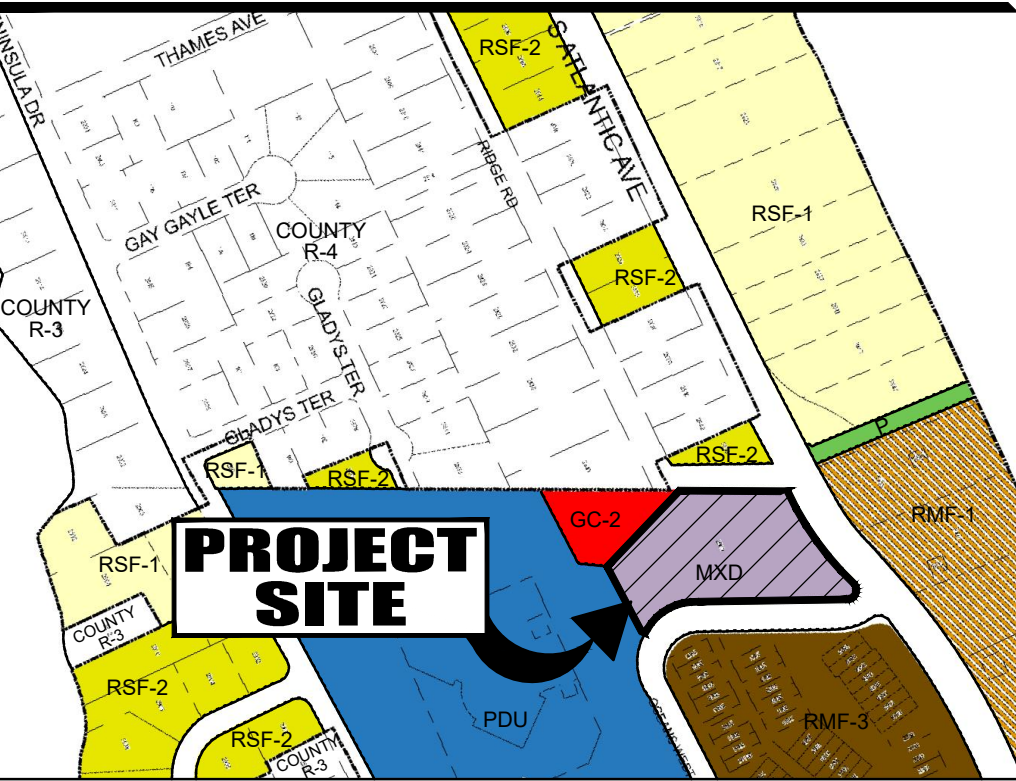
PROJECT DESCRIPTION:

THE SCOPE OF THE PROJECT IS TO CONSTRUCT A 25 UNIT TOWNHOME SUBDIVISION AND RELATED DRAINAGE AND UTILITY INFRASTRUCTURE.

GENERAL NOTES:

1. BOUNDARY AND TOPOGRAPHIC SURVEYS PERFORMED BY MYER LAND SURVEYING INC. JOB 19280, DATED 12/10/2019. ELEVATIONS ARE BASED ON N.A. 1983 DATUM OF 1988.
2. AREAS WITHIN THE PUBLIC RIGHT-OF-WAY AND OFF SITE WHICH HAVE BEEN DISTURBED BY CONSTRUCTION SHALL BE CLEARED OF ALL DEBRIS, REGRADED AND SODDED W/ BAHIA SO AS TO RESTORE THE AREA TO A STABILIZED AND PLANTED STATE.
3. ALL MATERIALS (PIPES, STRUCTURES, ETC.) AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "FDOT STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION", THE "FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS", AND THE "FLORIDA BUILDING CODE 2017".
4. SIDEWALK SPECIFICATIONS:
4" FDOT CLASS 1 PORTLAND CEMENT CONCRETE (2500 PSI @ 28 DAYS)
W/ 6" CLEAN STABILIZED SAND SUBGRADE (MIN. 95% COMPACTION PER AASHTO T-99)
6" THICK @ DRIVEWAYS (3000 PSI @ 28 DAYS) W/ 12" SUBGRADE IN 6" LIFTS.
EXPANSION AND CONTRACTION JOINTS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT RECOMMENDATIONS.
5. PAVEMENT SPECIFICATIONS: (ASPHALT / CONCRETE)
CONCRETE:
6" FDOT CLASS 1 PORTLAND CEMENT CONCRETE (3000 PSI @ 28 DAYS
MAX. 5" SLUMP)
10" CLEAN STABILIZED SAND SUBGRADE (MIN. 98% COMPACTION, AASHTO T-100)
EXPANSION AND CONTRACTION JOINTS SHALL BE INSTALLED IN ACCORDANCE WITH PCA RECOMMENDATION
ASPHALT:
1 1/2" FDOT TYPE SP 9.5 ASPHALTIC CONCRETE STRUCTURE COURSE (MIN. 98% COMPACTION, NUCLEAR DENSITY BACK SCATTER METHOD).
6" LIMEROCK OR CRUSHED CONCRETE BASE (LBR 100, 98% COMPACTION, AASHTO T-180)
12" STABILIZED SUBGRADE (LBR 40 MIN. 98% COMPACTION, AASHTO T-180)
6. CONTRACTOR SHALL PROVIDE VERTICAL AND HORIZONTAL "AS-BUILT" INFORMATION CONTAINING AT A MINIMUM: BUILDING LOCATION, TYPICAL PARKING STALL WIDTHS AND LENGTHS, PAVEMENT AND SIDEWALK WIDTHS, CROSS SLOPES AND DRAINAGE DIRECTIONS, BUILDING FINISHED FLOOR ELEVATION, PAVEMENT, SIDEWALK AND STORMWATER AREA SPOT GRADES, UTILITY LOCATIONS AND TOP OF PIPE GRADES. ADDITIONAL INFORMATION MAY BE NEEDED FOR CITY. A CERTIFICATION TO THIS EFFECT SIGNED AND SEALED BY A P.L.S. SHALL GO TO THE OWNER (OWNERS BANK IF REQUIRED), CITY AND ENGINEER.
7. ALL TRAFFIC CONTROL DEVICES, INCLUDING SIGNS AND PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
8. PAVEMENT SHALL BE PAINT STRIPPED AND WHEEL STOPPED AS SHOWN, WHERE NOTED. THERMOPLASTIC WITH GLASS SPHERES STRIPING SHALL BE USED. RIGHT-OF-WAY PAINT STRIPING SHALL BE THERMOPLASTIC WITH GLASS SPHERES IN ACCORDANCE WITH F.D.O.T. INDEX #711-001. RIGHT-OF-WAY REFLECTIVE PAVEMENT MARKERS (RPM'S) SHALL BE INSTALLED (WHEN REQUIRED) IN ACCORDANCE WITH F.D.O.T. INDEX #706-001.
9. OWNER/ DEVELOPER: OCEANS 25, LLC
PATRICK SULLIVAN, MANAGER
P.O. BOX 227
DAYTONA BEACH, FL 32115
TELEPHONE: (386) 233-5000
- CIVIL ENGINEERING: THE PERFORMANCE GROUP, INC.
JOSEPH HOPKINS
100 MARINA POINT DR.
DAYTONA BEACH, FL 32114
TELEPHONE: (386) 259-1166
E-MAIL: tpgdaytona@aol.com
- SURVEYOR: MYER LAND SURVEYING, INC.
MICHAEL M. MYER
316 RIDGEWOOD AVE.
HOLLY HILL, FL 32117
TELEPHONE: (386) 255-6304
E-MAIL: MyerLandSurveying@gmail.com
- ARCHITECT: LARRY W. ROBINSON ARCHITECTURE
414 NORTH HALIFAX AVE.
DAYTONA BEACH, FL 32118
TELEPHONE: (386) 252-0429
E-MAIL: lwarichitect@bellsouth.net
- LANDSCAPE ARCHITECT: THE STERN DESIGN GROUP, P.A.
JAN STERN
1885 FARMGROVE CIR.
PORT ORANGE, FL 32129
TELEPHONE: (386) 788-3788
E-MAIL: sterndesigngroup@aatt.net
- SEWER: CITY OF DAYTONA BEACH SHORES
2900 S. ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118
TELEPHONE: (386) 763-5366
- WATER: CITY OF PORT ORANGE
1000 CITY CENTER DRIVE
PORT ORANGE, FL 32129
TELEPHONE: (386) 506-5750
- ELECTRIC: FLORIDA POWER & LIGHT CO.
3000 SPRUCE CREEK ROAD
PORT ORANGE, FL 32127
TELEPHONE: (386) 322-3414
- GAS: TECO PEOPLES GAS 1722
RIDGEWOOD AVE.
HOLLY HILL, FL 32117
TELEPHONE: (386) 671-2220
- TELEPHONE: BELL SOUTHWEST
900 N. NOVA ROAD DAYTONA
BEACH, FL 32117
TELEPHONE: (386) 254-8003
- CABLE: BRIGHT HOUSE NETWORK
209 DUNLAWTON AVE.
PORT ORANGE, FL 32127
TELEPHONE: (386) 760-9950

ZONING MAP:



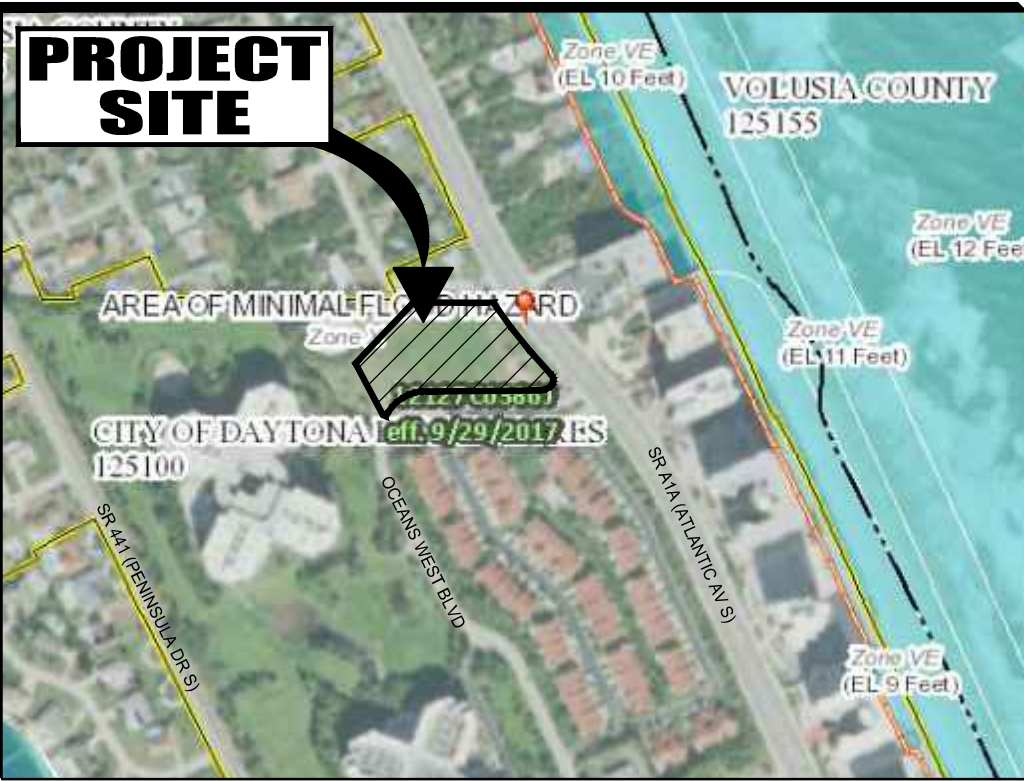
LEGAL DESCRIPTION:

PART OF BLOCKS D AND E, MCELROY'S BELLEVUE SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 38, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

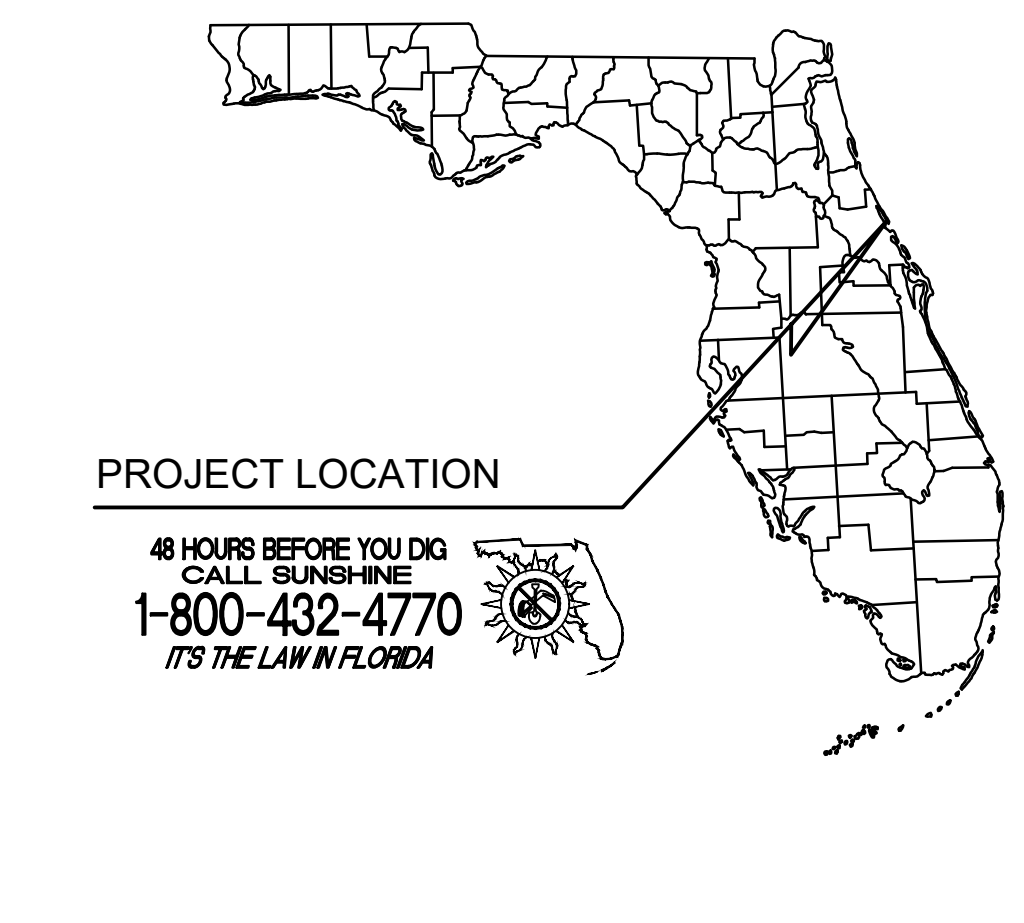
FROM A POINT OF REFERENCE, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF MCELROY'S BELLEVUE WITH THE EASTERLY LINE OF SOUTH PENINSULA DRIVE, AN 80 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED, THENCE NORTH 89°33'11" EAST ALONG THE NORTHERLY LINE OF THE AFORESAID MCELROY'S BELLEVUE A DISTANCE OF 95.56 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89°33'11" EAST ALONG SAID NORTHERLY LINE OF MCELROY'S BELLEVUE A DISTANCE OF 165.72 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF OCEANS WEST, 13' 42' 12" EAST, TO A POINT OF COMPOUND CURVATURE CONCAVE, 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 245.69 FEET, BEARING SOUTH 37°59'54" EAST, 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 20.89 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 MCELROY'S BELLEVUE, AFORESAID, AND THE POINT OF BEGINNING.

CONTAINS 2.13 ACRES MORE OR LESS.

FEMA MAP:



CITY OF DAYTONA BEACH SHORES VOLUSIA COUNTY, FLORIDA



PROJECT LOCATION

48 HOURS BEFORE YOU DIG
CALL
1-800-432-4770
IT'S THE LAW IN FLORIDA

THE PERFORMANCE GROUP

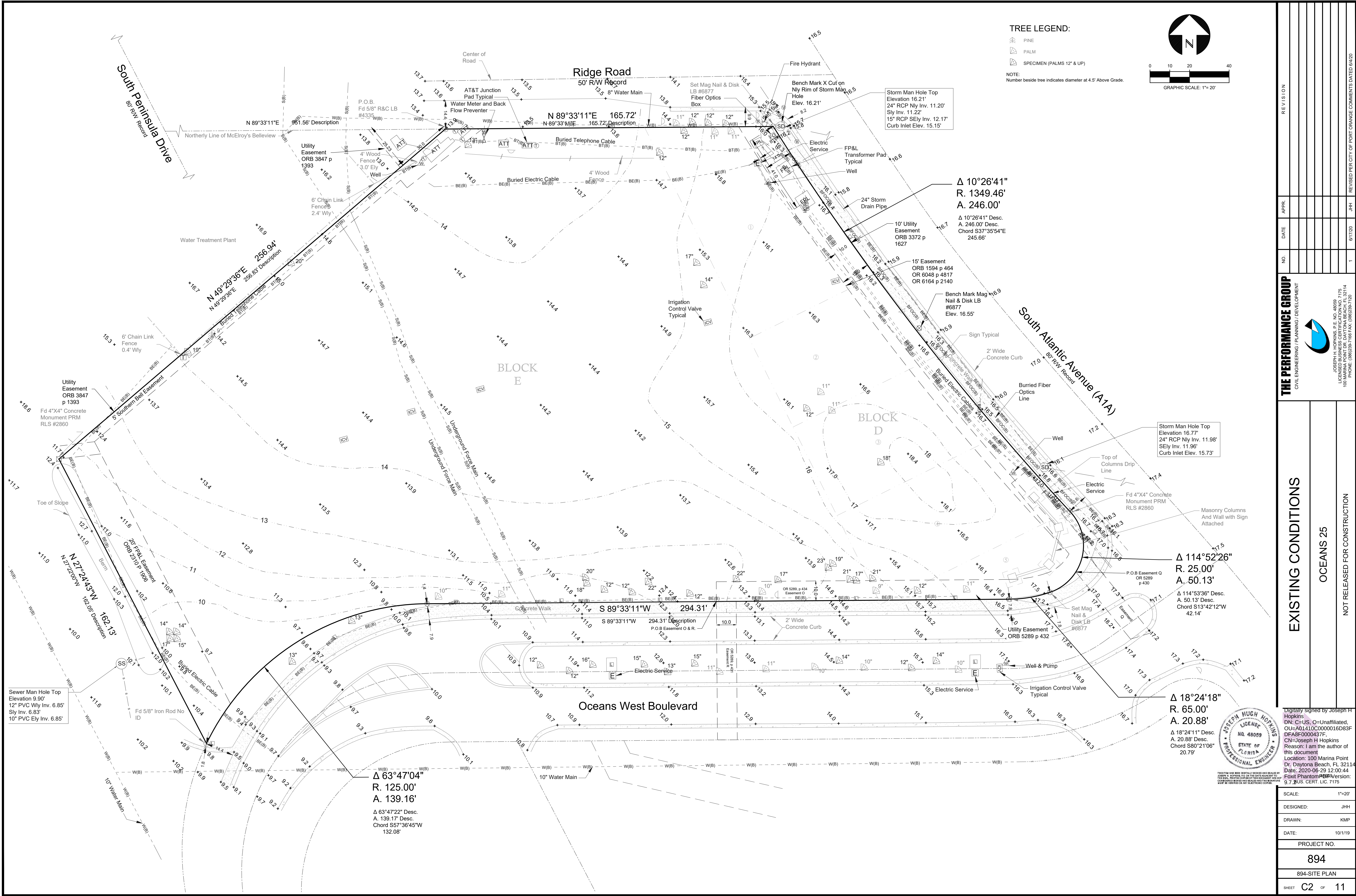
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

100 MARINA POINT DR., DAYTONA BEACH, FL 32114
PHONE: (386) 233-7156 FAX: (386) 233-7120

OCEANS 25 #894



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REVISION

APPR

DATE

NO

1

6/17/20

JHH

THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT

JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DRIVE, SUITE 100, DAYTONA BEACH, FL 32114
PHONE: (386) 255-1061 FAX: (386) 255-1062

EXISTING CONDITIONS

OCEANS 25

NOT RELEASED FOR CONSTRUCTION

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JOSEPH HUGH HOPKINS
LICENSE
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STATE OF FLORIDA
PROFESSIONAL ENGINEER

THIS DRAWING HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSEPH H. HOPKINS, P.E. NO. 48059, LICENSED BUSINESS CERTIFICATION NO. 7175, 100 MARINA POINT DRIVE, SUITE 100, DAYTONA BEACH, FL 32114, PHONE: (386) 255-1061, FAX: (386) 255-1062. ANY ALTERATIONS TO THIS DRAWING SHALL BE MADE BY THE ENGINEER AND SHALL BE VERIFIED BY ANY ELECTRONIC COPY.

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DRAWN: KMP

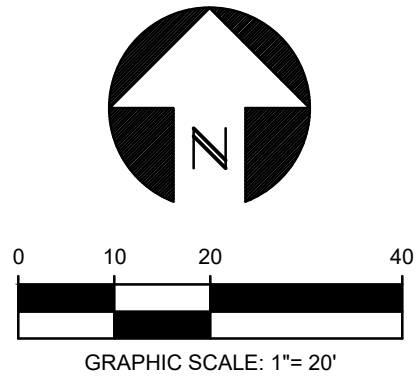
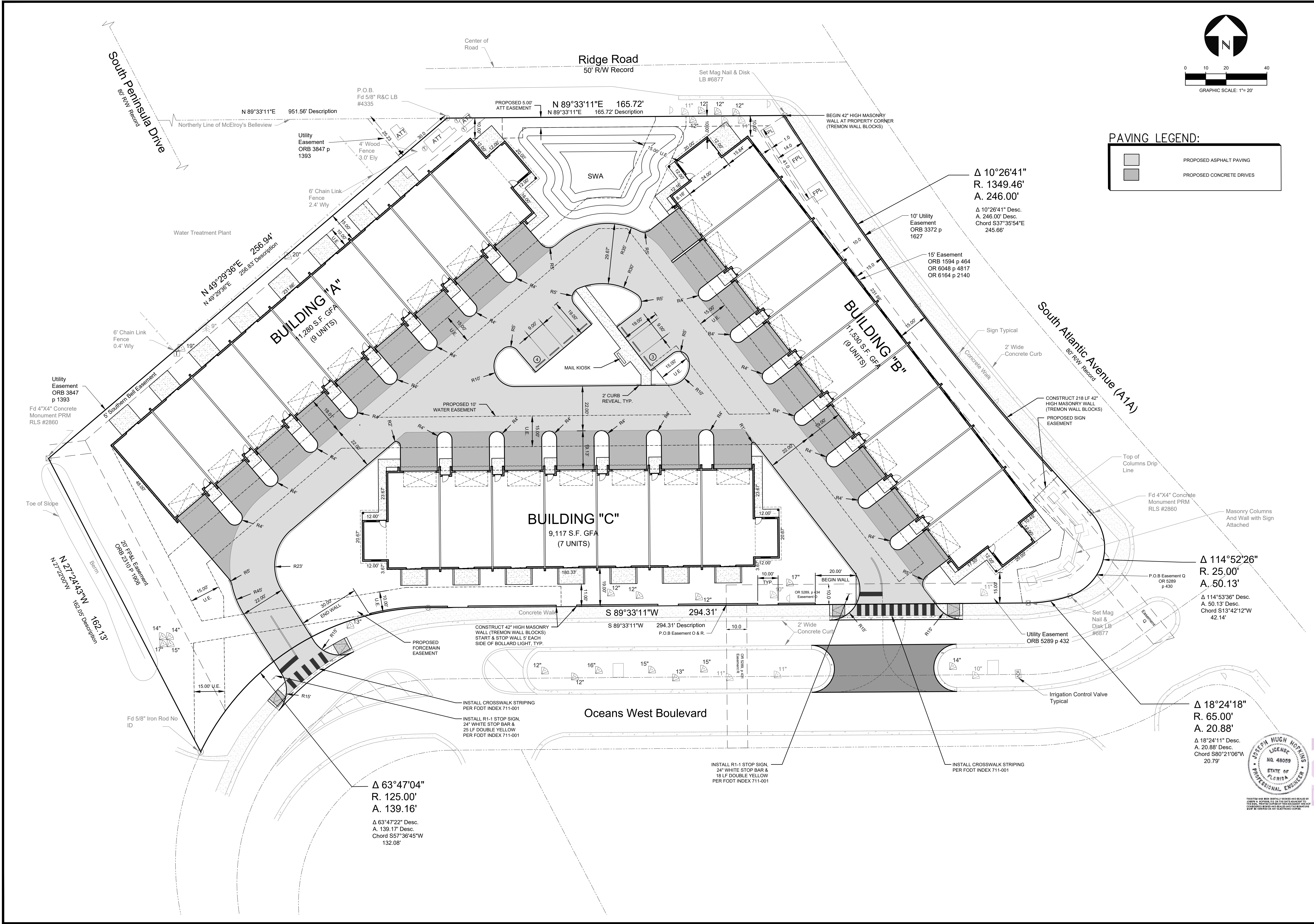
DATE: 10/1/19

PROJECT NO.

894

894-SITE PLAN

SHEET C2 OF 11



PAVING LEGEND:

	PROPOSED ASPHALT PAVING
	PROPOSED CONCRETE DRIVES

REVISION			
NO.	DATE	APPR.	JHH
1	6/17/20		

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

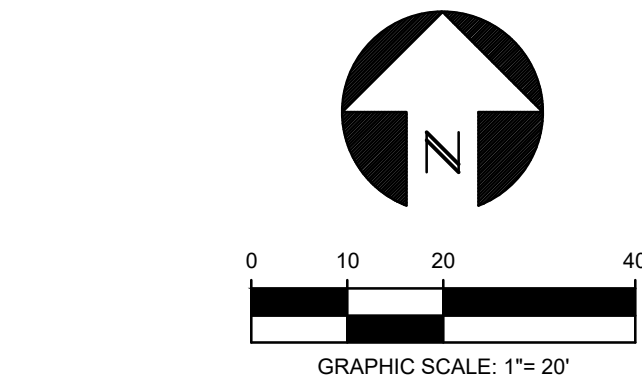
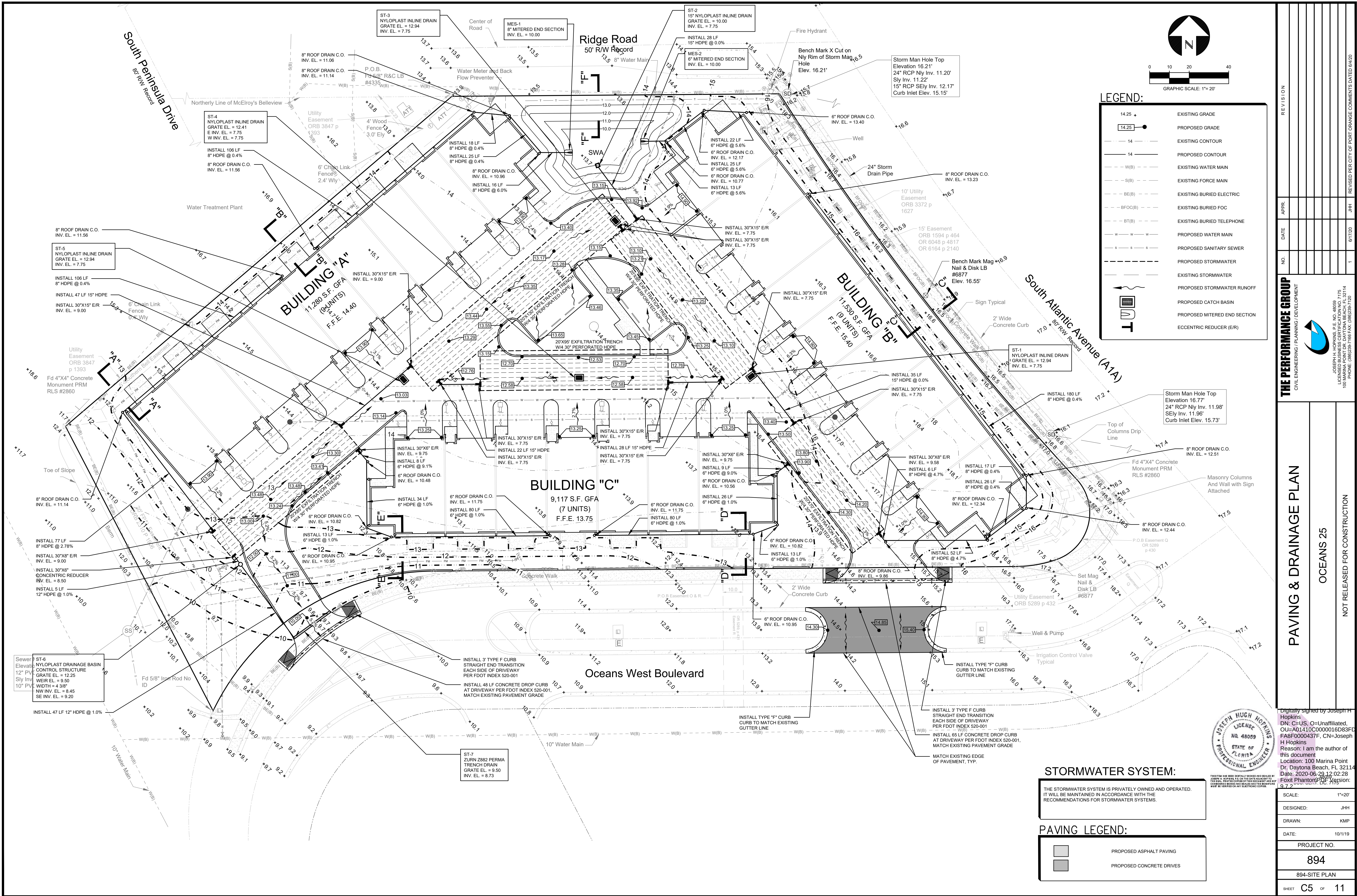
JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
1001 MARINA POINT DR., DAYTONA BEACH, FL 32114
PHONE: (386) 251-1061 FAX: (386) 251-1261

DIMENSION PLAN	
OCEANS 25	
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STATE OF FLORIDA
PROFESSIONAL ENGINEER

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DRAWN:	KMP
DATE:	10/1/19
PROJECT NO.	
894	
894-SITE PLAN	
SHEET	C4 OF 11



LEGEND:

14.25 +	EXISTING GRADE
14.25	PROPOSED GRADE
14	EXISTING CONTOUR
14	PROPOSED CONTOUR
W(B)	EXISTING WATER MAIN
S(B)	EXISTING FORCE MAIN
BE(B)	EXISTING BURIED ELECTRIC
BFOC(B)	EXISTING BURIED FOC
BT(B)	EXISTING BURIED TELEPHONE
W	PROPOSED WATER MAIN
S	PROPOSED SANITARY SEWER
---	PROPOSED STORMWATER
---	EXISTING STORMWATER
---	PROPOSED STORMWATER RUNOFF
---	PROPOSED CATCH BASIN
---	PROPOSED MITERED END SECTION
---	ECCENTRIC REDUCER (E/R)

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING DEVELOPMENT

JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100% FIDELITY BOND NO. 080202114
PHONE: (386) 396-1061 FAX: (386) 396-1062

PAVING & DRAINAGE PLAN

OCEANS 25
NOT RELEASED FOR CONSTRUCTION

STORMWATER SYSTEM:

THE STORMWATER SYSTEM IS PRIVATELY OWNED AND OPERATED. IT WILL BE MAINTAINED IN ACCORDANCE WITH THE RECOMMENDATIONS FOR STORMWATER SYSTEMS.

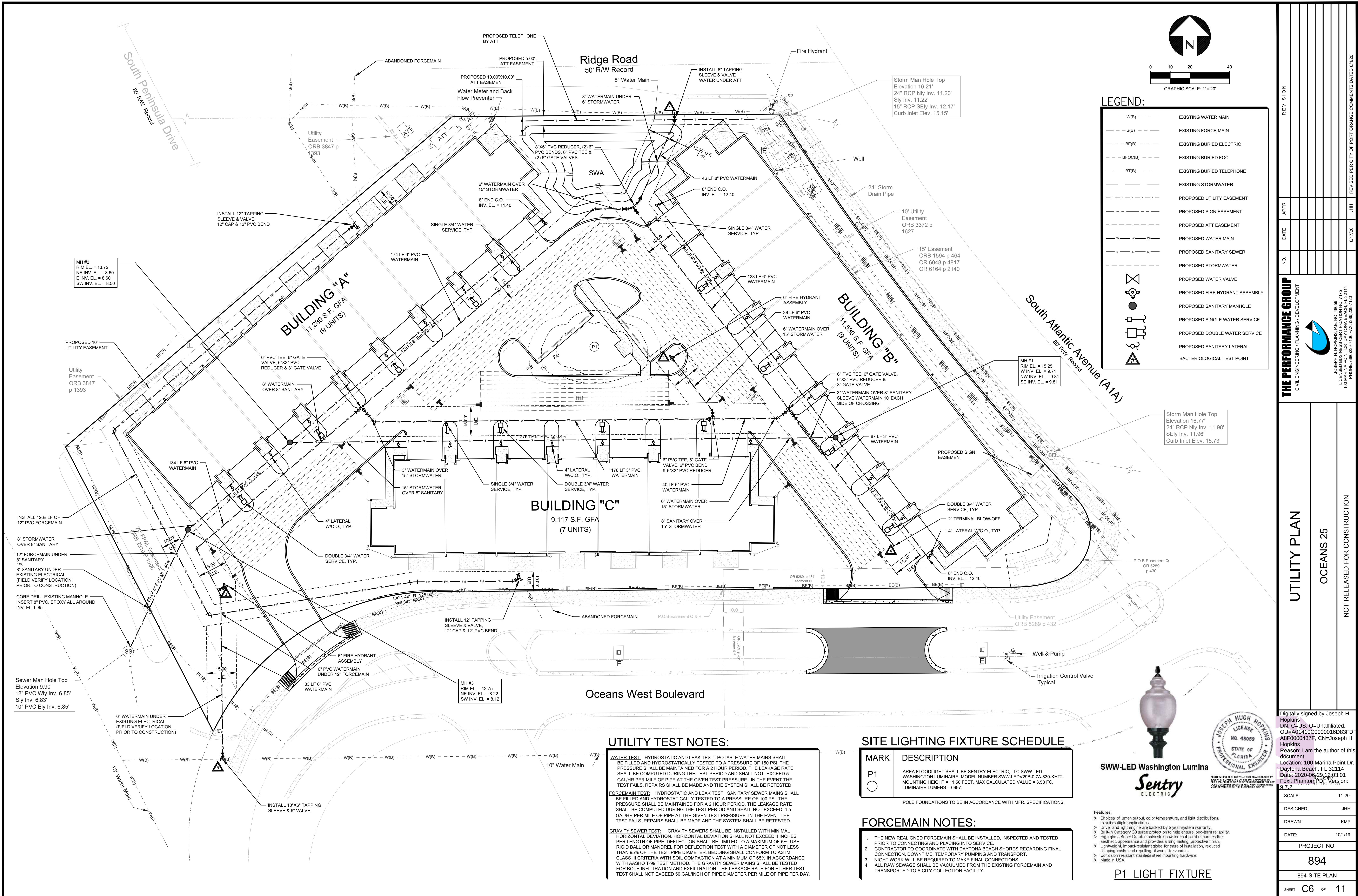
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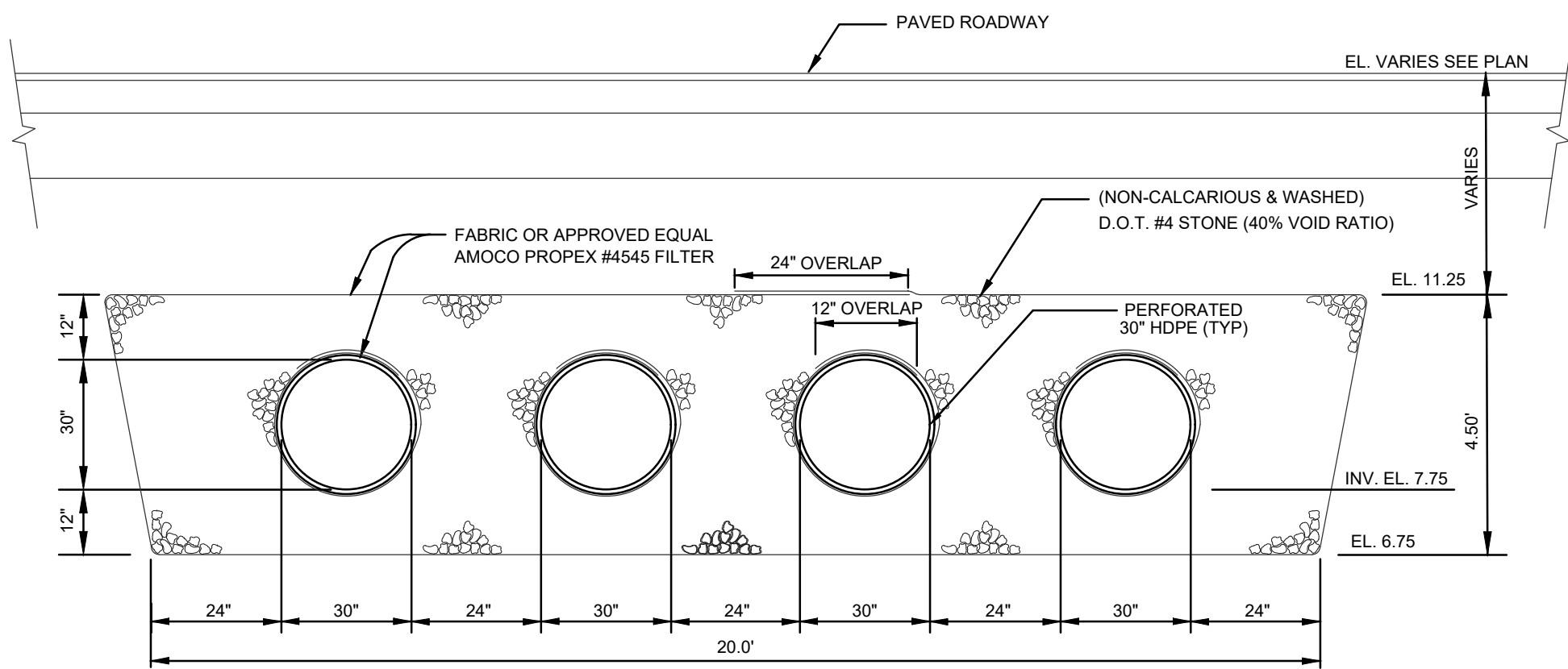
	PROPOSED ASPHALT PAVING
	PROPOSED CONCRETE DRIVES



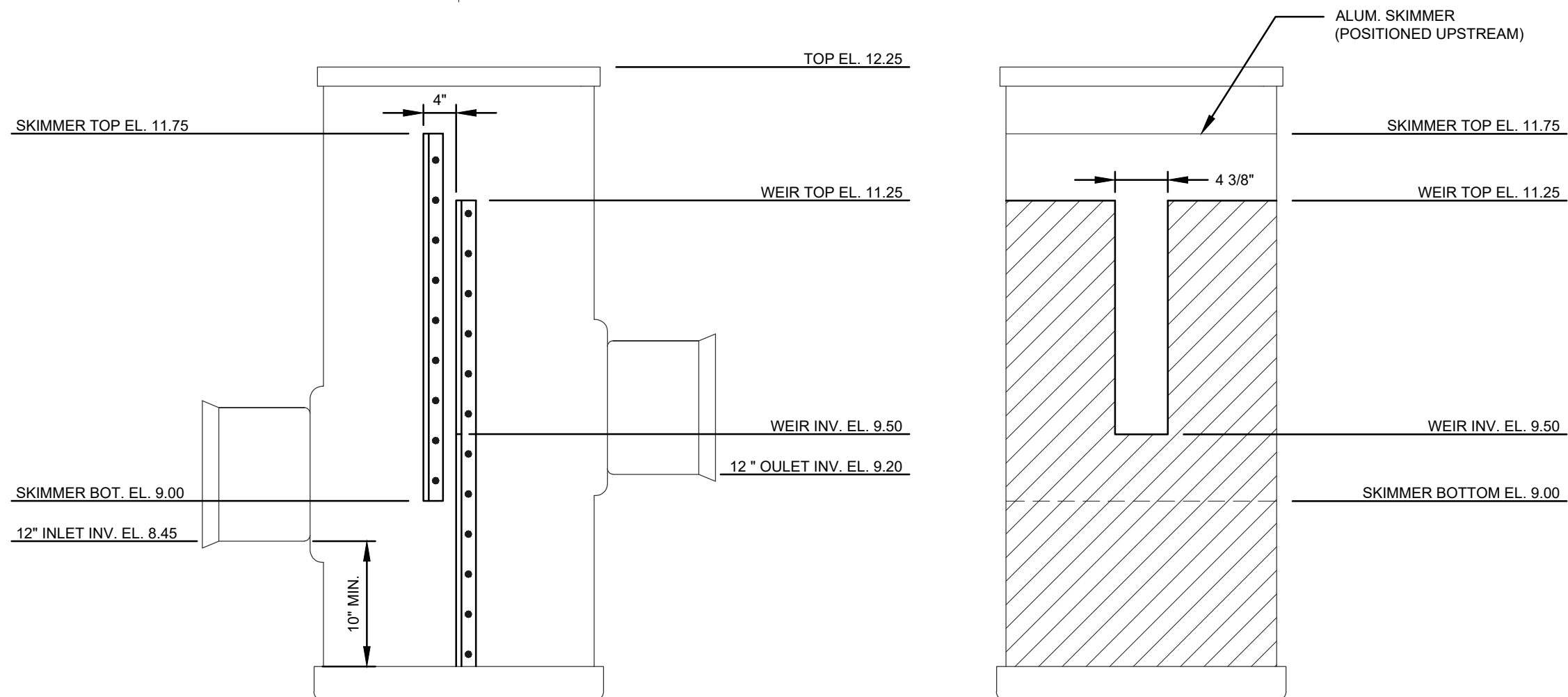
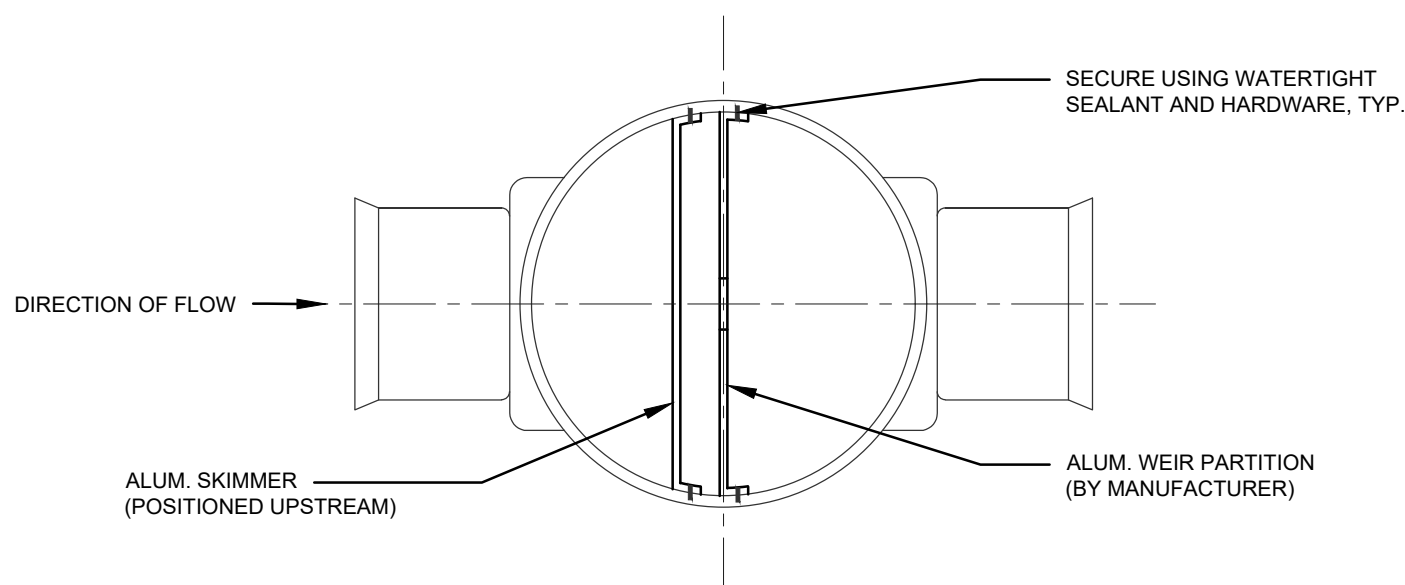
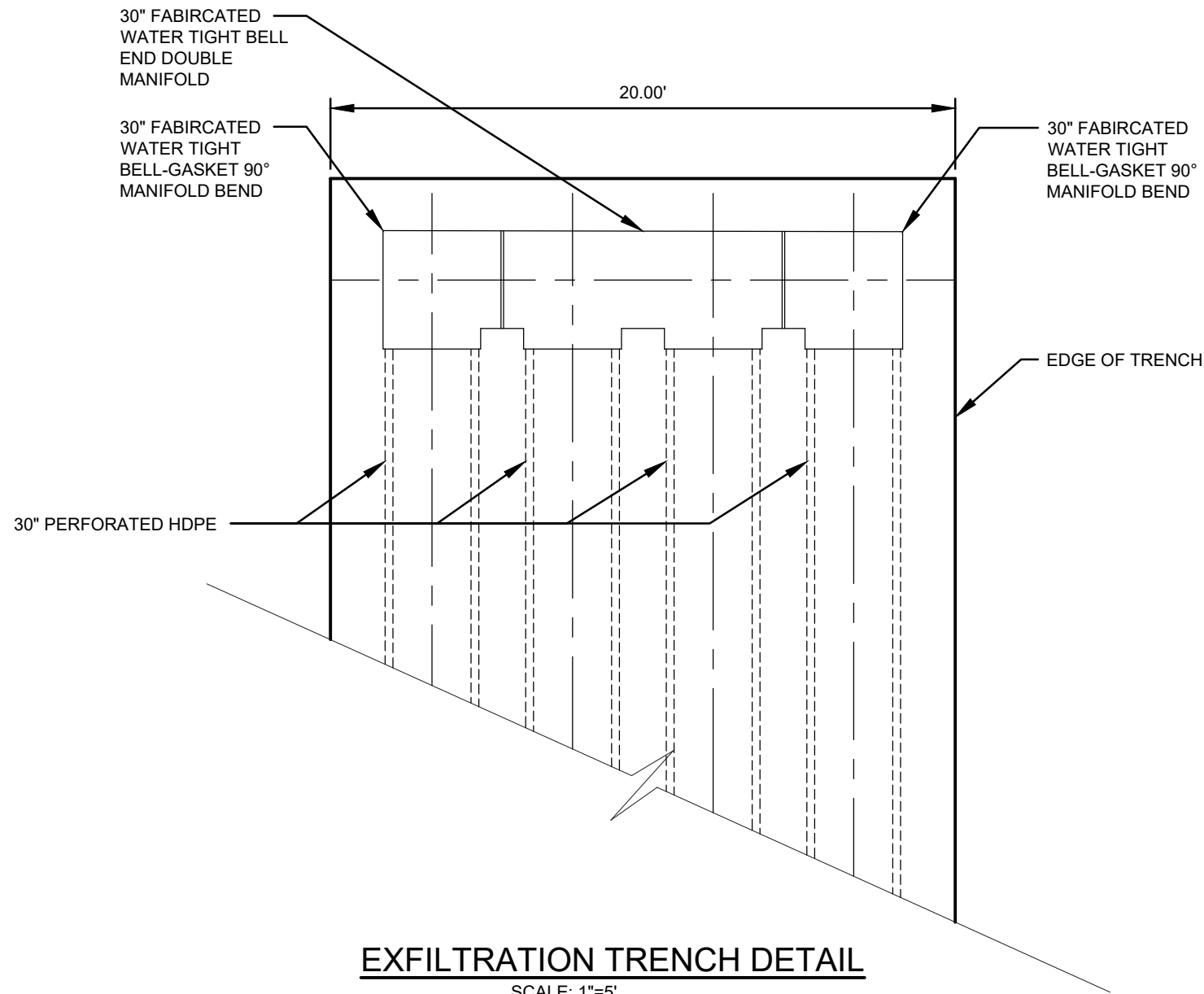
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Date: 2020-06-29 12:02:28
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DESIGNED:	JHH
DRAWN:	KMP
DATE:	10/1/19
PROJECT NO.	894
894-SITE PLAN	
SHEET	C5 OF 11



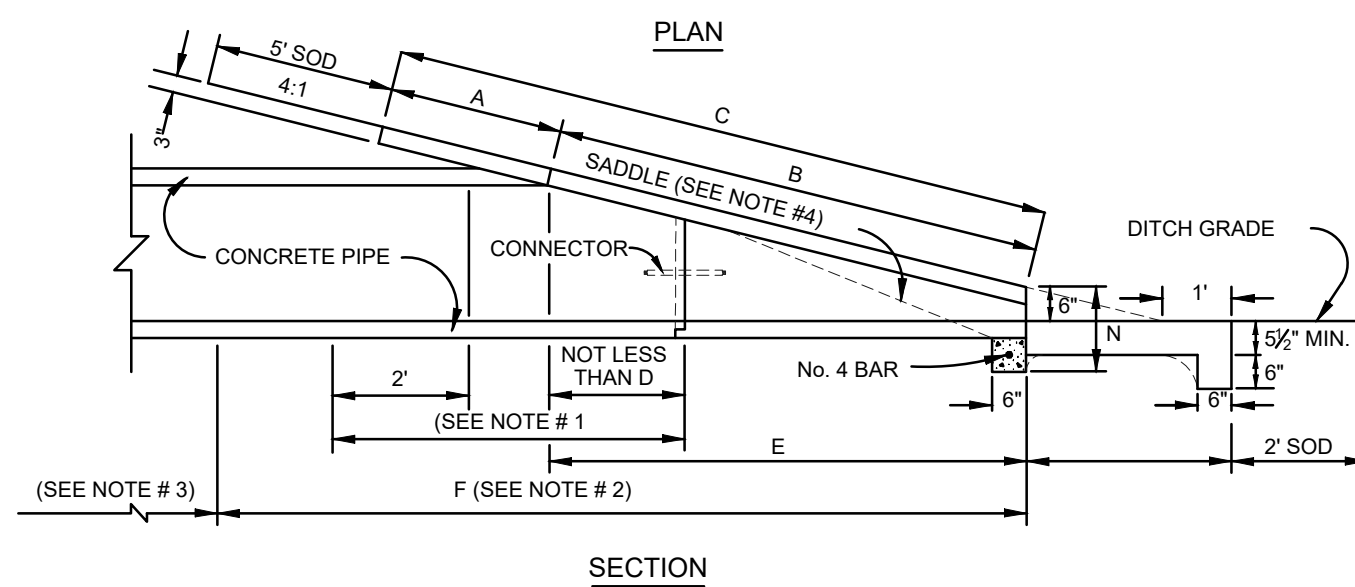
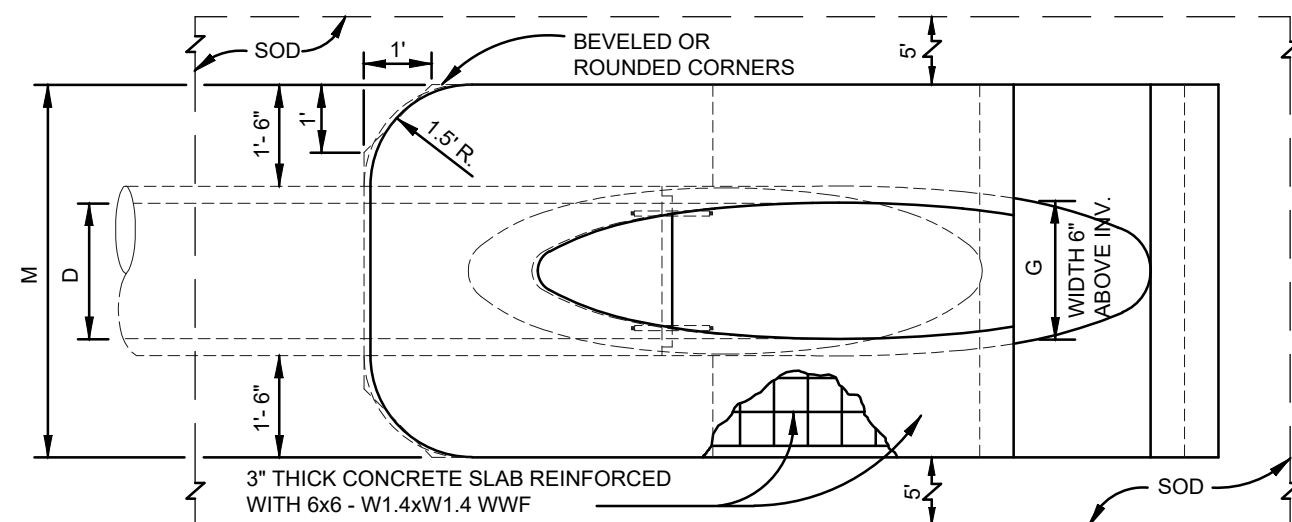


EXFILTRATION TRENCH DETAIL
NOT TO SCALE



NYLOPLAST CONTROL STRUCTURE
SCALE: NONE

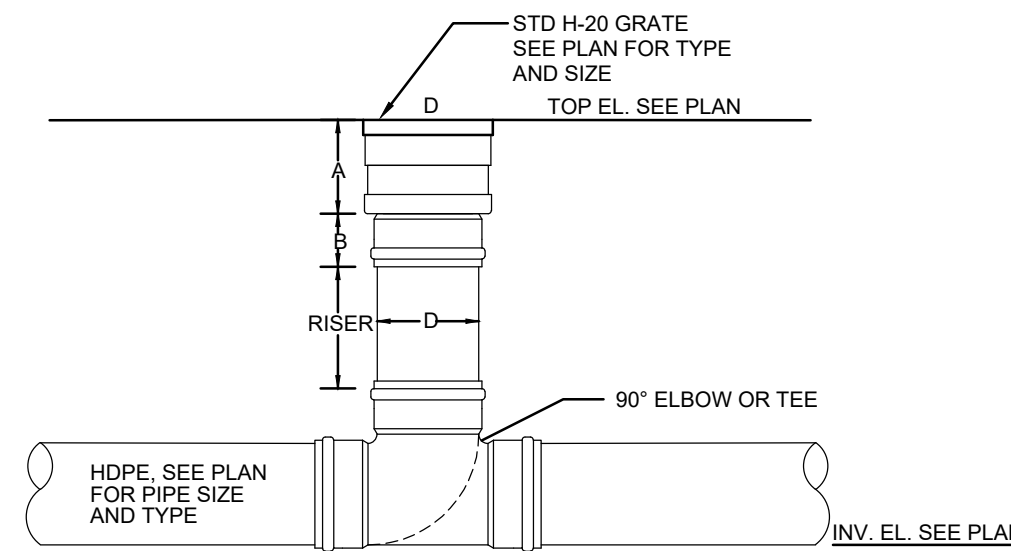
D	A	B	C	E	F	G	M	N
15"	2.27'	4.09'	6.36'	4.03'	8'	1.22'	4.63'	1.19'
18"	2.36'	5.12'	7.48'	5.03'	9'	1.41'	4.92'	1.21'
24"	2.53'	7.18'	9.71'	7.03'	11'	1.73'	5.50'	1.25'
30"	2.70'	9.25'	11.95'	9.03'	13'	2.00'	6.08'	1.29'
36"	2.87'	11.31'	14.18'	11.03'	15'	2.24'	6.67'	1.33'
42"	3.05'	13.37'	16.42'	13.03'	17'	2.45'	7.25'	1.38'



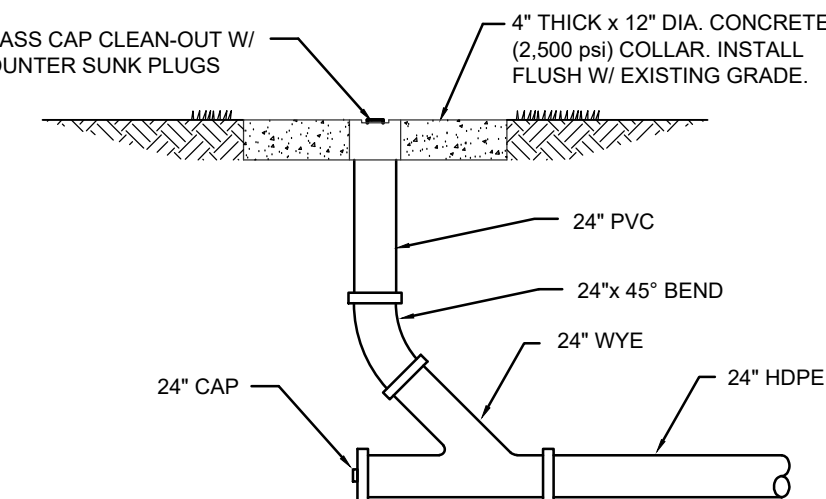
NOTES:

1. NO PIPE JOINT PERMITTED UNLESS APPROVED BY THE ENGINEER.
2. PIPE TO BE INCLUDED UNDER UNIT PRICE FOR MITERED END SECTION.
3. PAID FOR AS CROSS DRAIN PIPE CULVERT.
4. SLOPE 4:1 MITER TO C PIPE FOR PIPES 18\"/>

MITERED END SECTION SIDE DRAIN DETAIL
SCALE: NONE

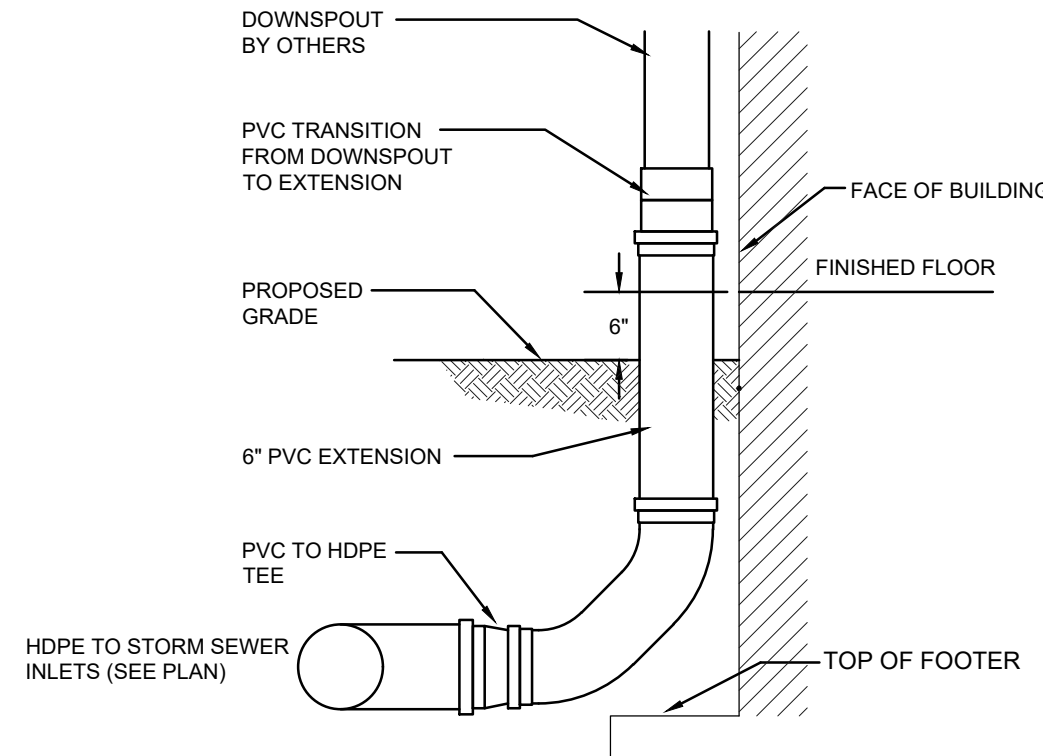


NYLOPLAST INLINE DRAIN
NOT TO SCALE

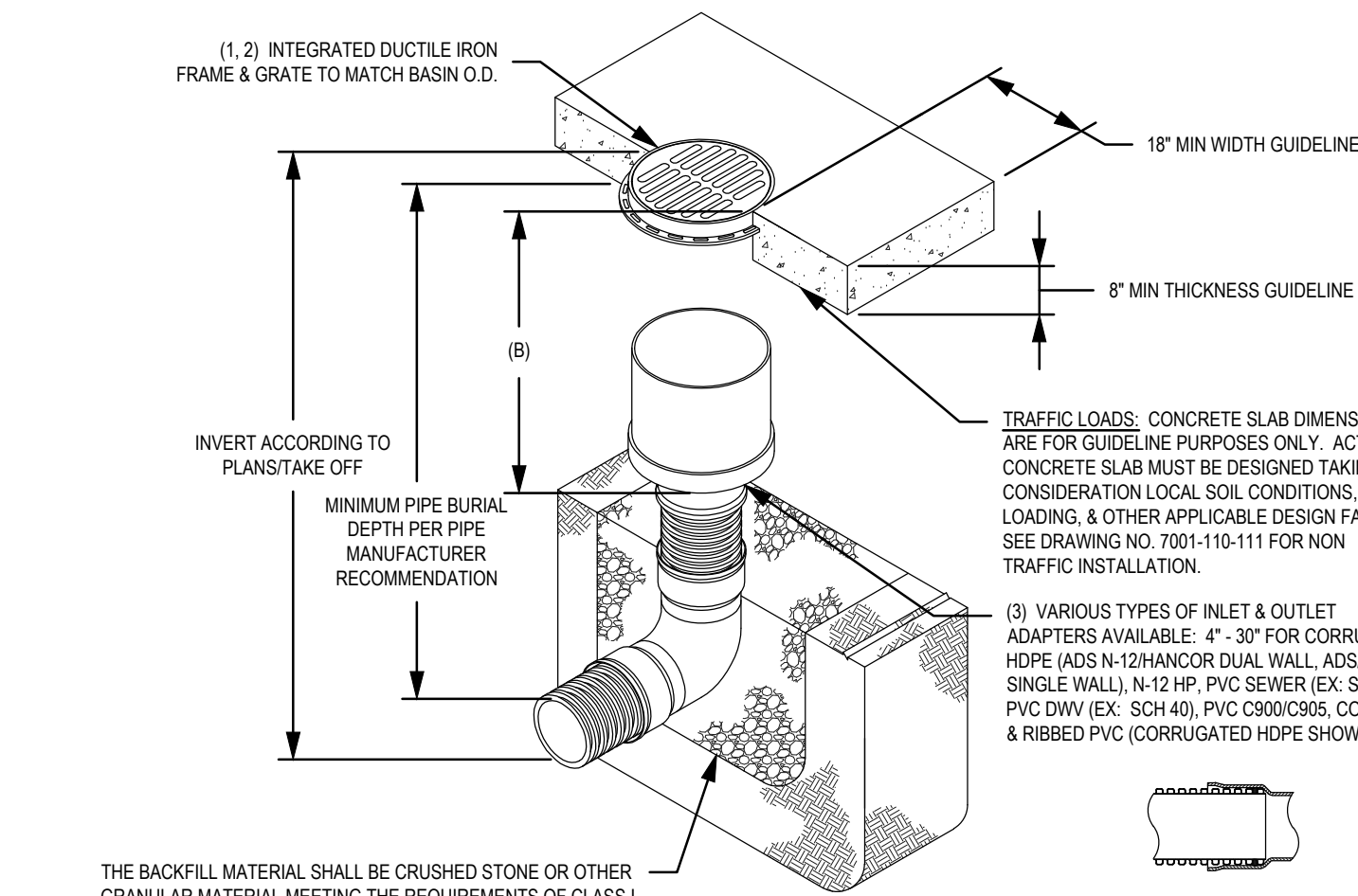


END CLEAN-OUT

NOTE: CLEAN OUT TO BE FLUSH W/ CONCRETE COLLAR.



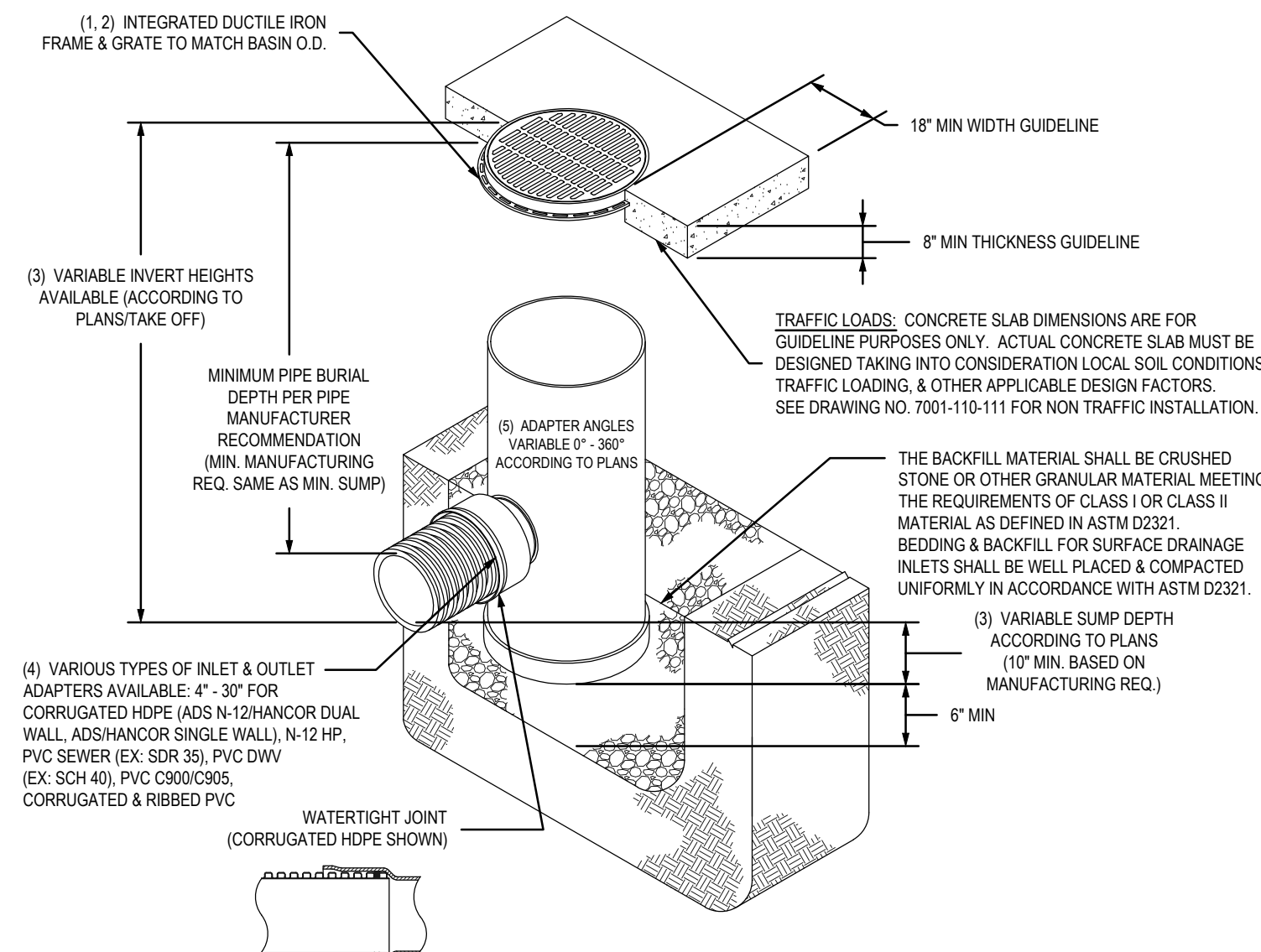
DOWNSPOUT CONNECTION
SCALE: NONE



ADAPTER SIZE	B
4"	15.25
6"	15.50
8"	15.75
10"	16.00
12"	16.50
15"	17.00
18"	17.75
24"	14.00
30"	8.50

GRATE OPTIONS	LOAD RATING	PART #	DRAWING #
PEDESTRIAN	MEETS H-20	3086CGP	7001-110-220
STANDARD	MEETS H-20	3086CDS	7001-110-221
SOLID COVER	MEETS H-20	3086CSC	7001-110-222
DCME	N/A	3086CGD	7001-110-223

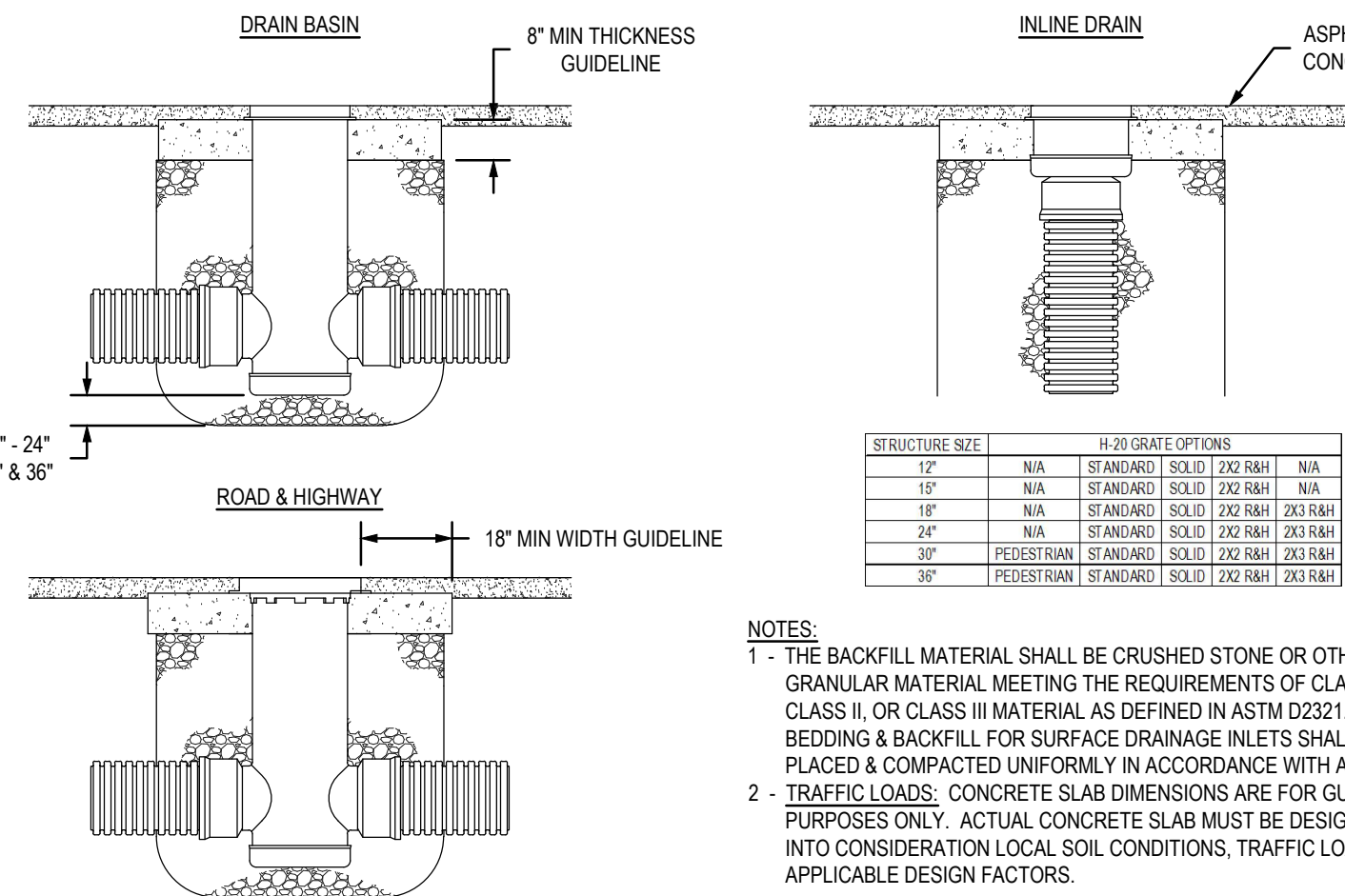
NYLOPLAST INLINE DRAIN
SCALE: NONE



GRATE OPTIONS	LOAD RATING	PART #	DRAWING #
PEDESTRIAN	MEETS H-20	3086CGP	7001-110-220
STANDARD	MEETS H-20	3086CDS	7001-110-221
SOLID COVER	MEETS H-20	3086CSC	7001-110-222
DCME	N/A	3086CGD	7001-110-223

- NOTES:**
1. GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
 2. FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
 3. DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84\"/>

NYLOPLAST DRAINAGE BASIN
SCALE: NONE

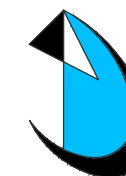


STRUCTURE SIZE	H-20 GRATE OPTIONS
12"	N/A
15"	N/A
18"	N/A
24"	N/A
30"	N/A

- NOTES:**
1. THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I, CLASS II, OR CLASS III MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.
 2. TRAFFIC LOADS: CONCRETE SLAB DIMENSIONS ARE FOR GUIDELINE PURPOSES ONLY. ACTUAL CONCRETE SLAB MUST BE DESIGNED TAKING INTO CONSIDERATION LOCAL SOIL CONDITIONS, TRAFFIC LOADING, & OTHER APPLICABLE DESIGN FACTORS.

NYLOPLAST ASPHALT INSTALLATION
SCALE: NONE

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR., DAYTONA BEACH, FL 32114
PHONE: (386) 257-1041 FAX: (386) 257-1261

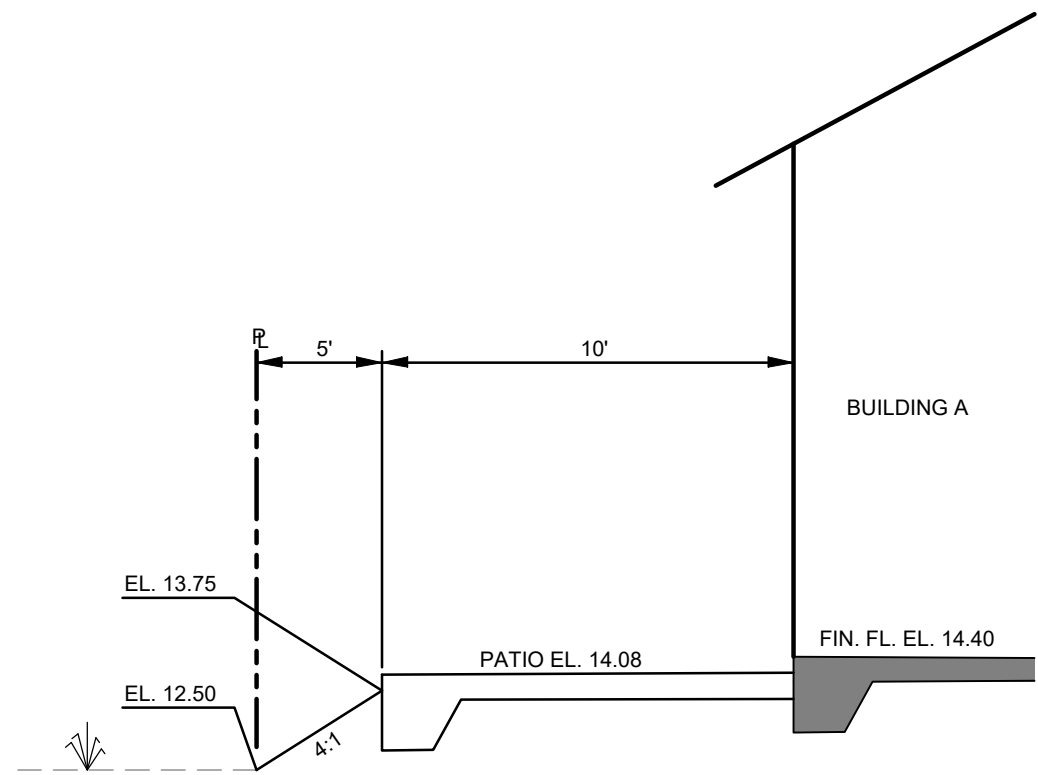
DRAINAGE DETAILS

OCEANS 25

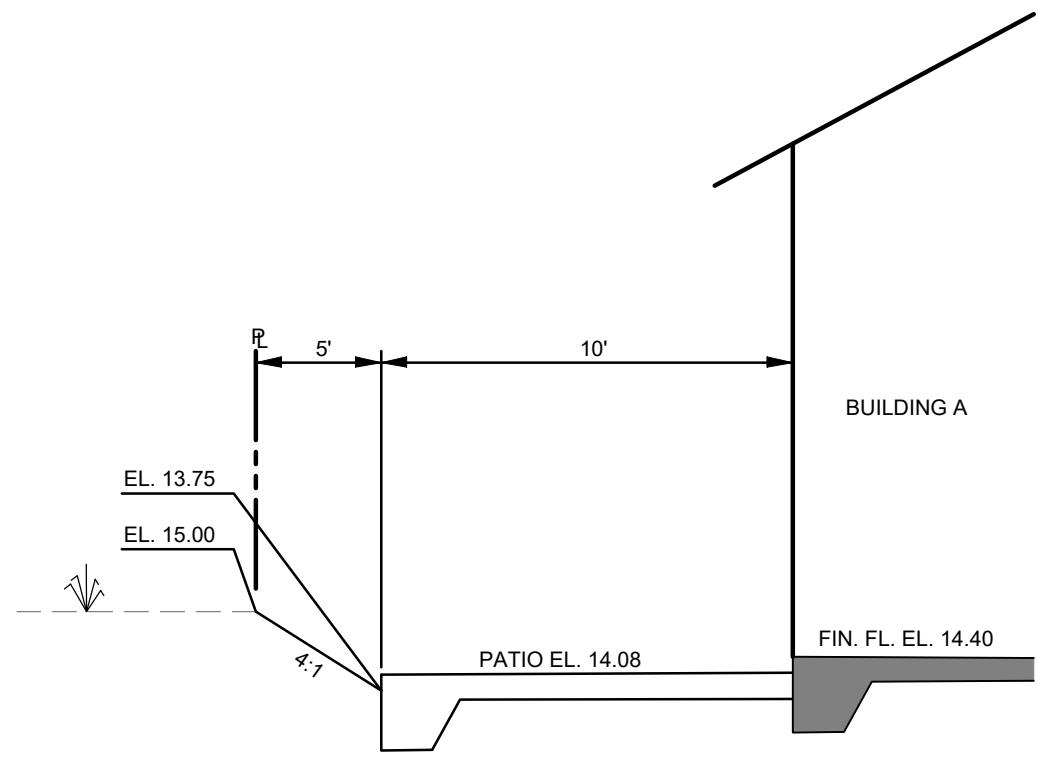
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Date: 2020-06-09 12:08:31
Foxit Reader

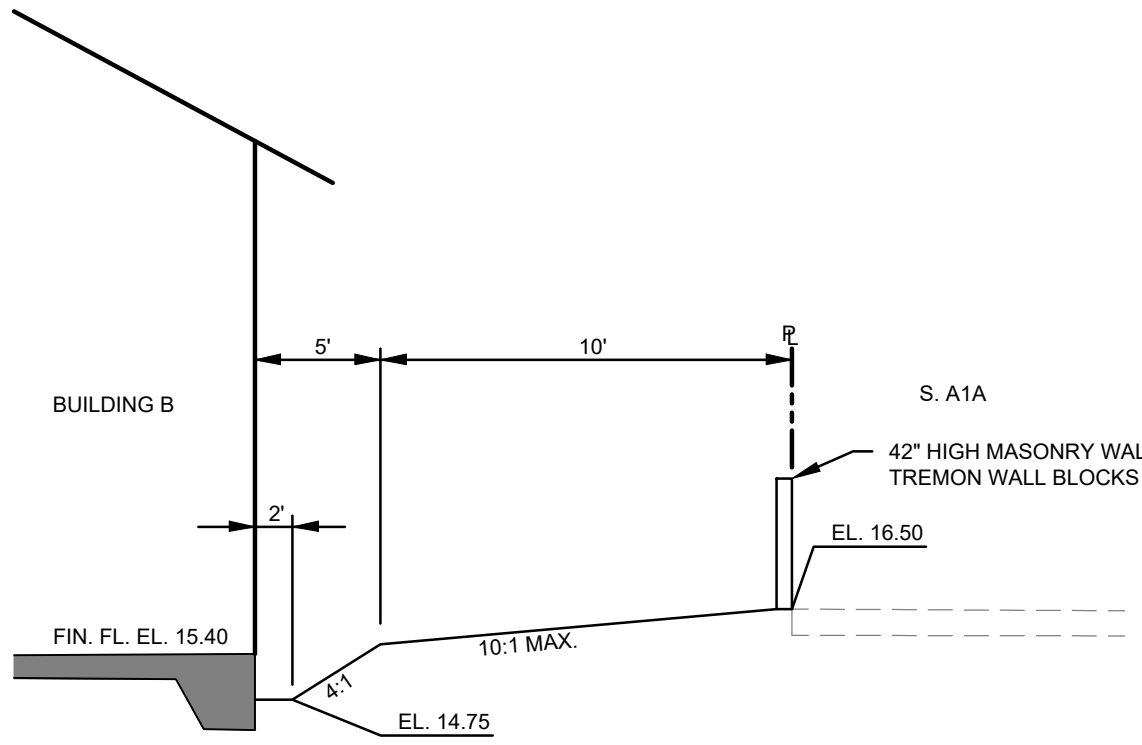
SCALE:	AS NOTED
DESIGNED:	JHH
DRAWN:	KMP
DATE:	10/1/19
PROJECT NO.	
894	
894-SITE PLAN	
SHEET	C7 OF 11



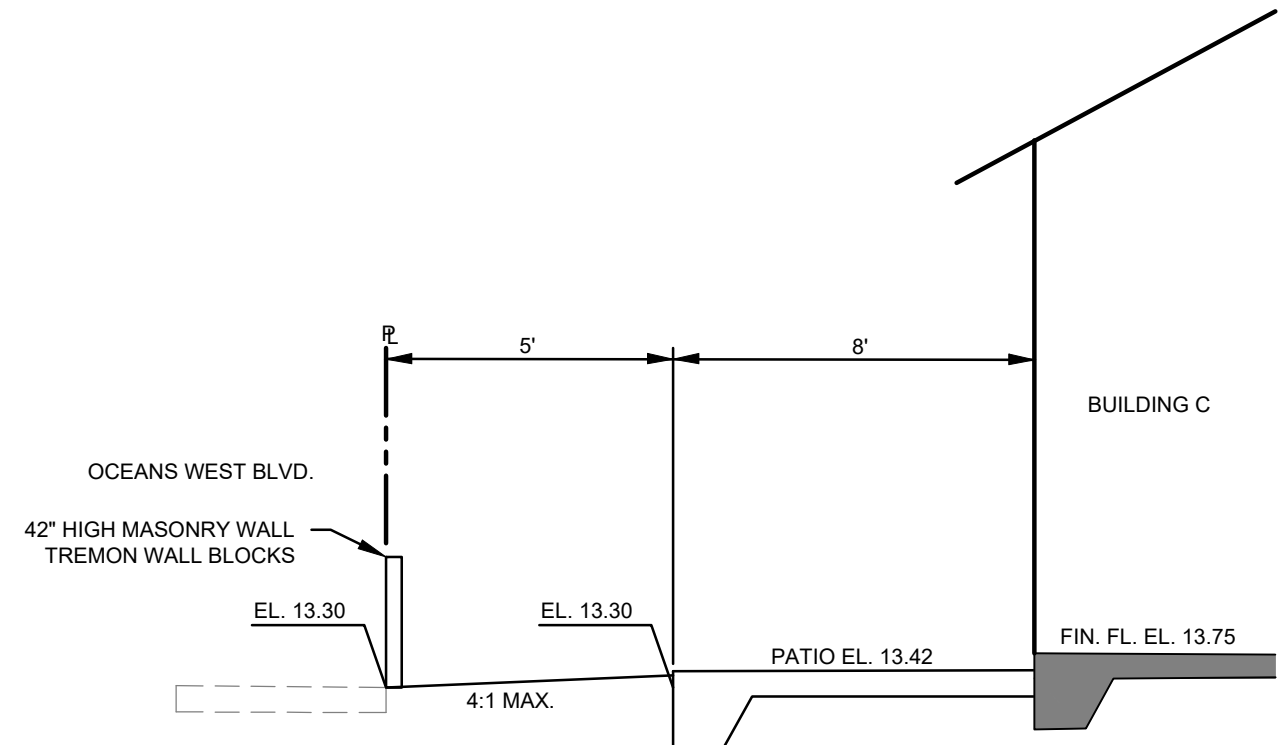
SECTION A-A
NOT TO SCALE



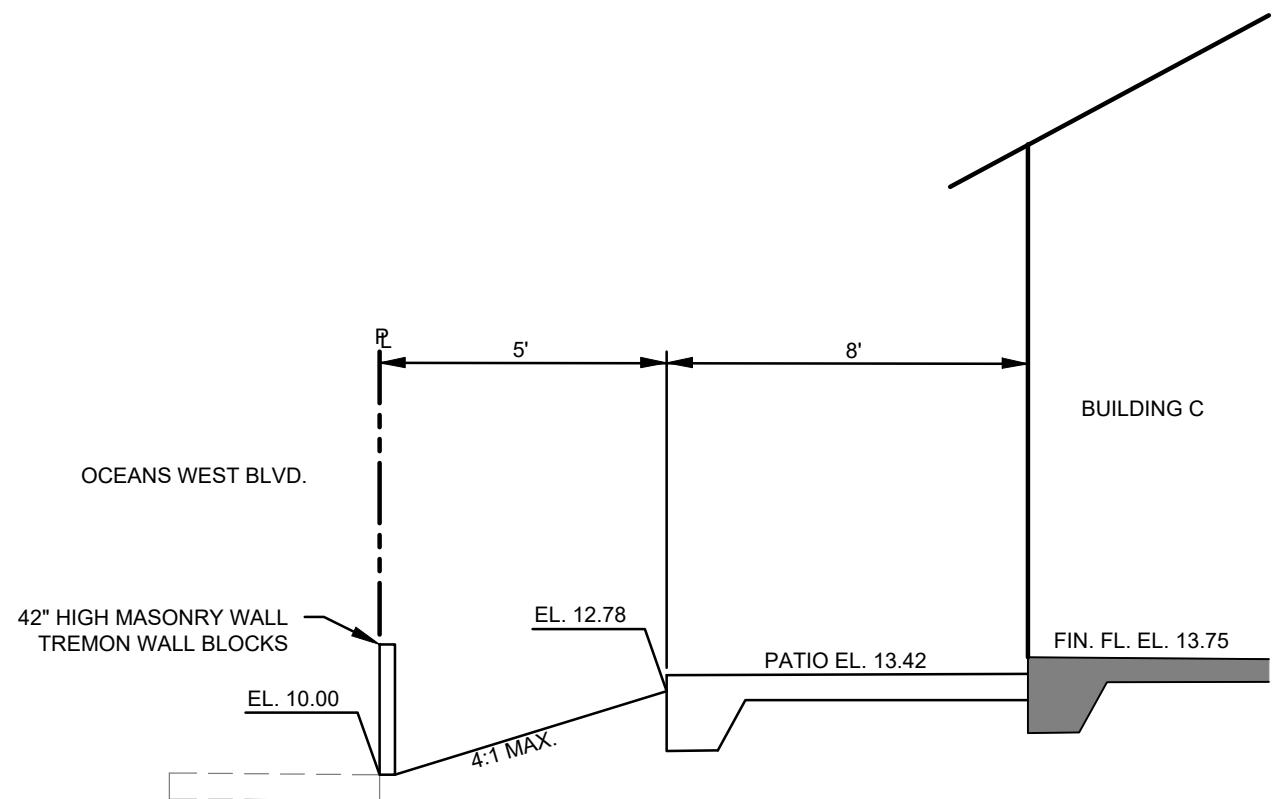
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NOT TO SCALE



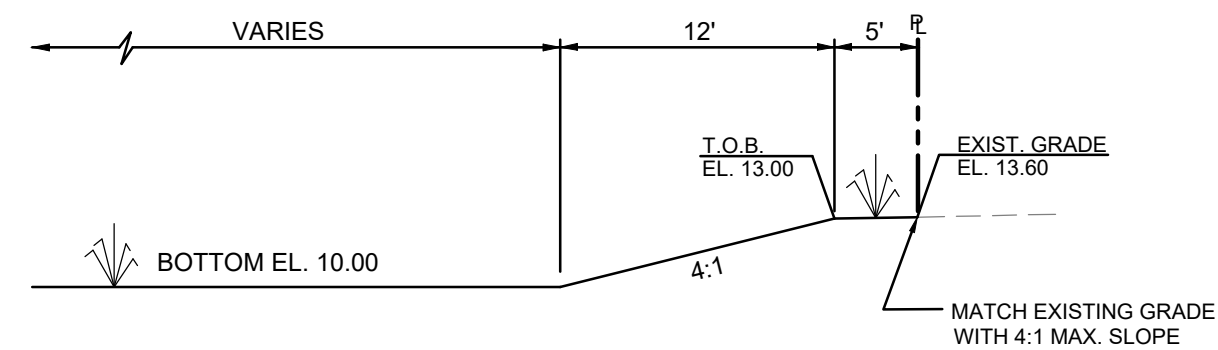
SECTION C-C
NOT TO SCALE



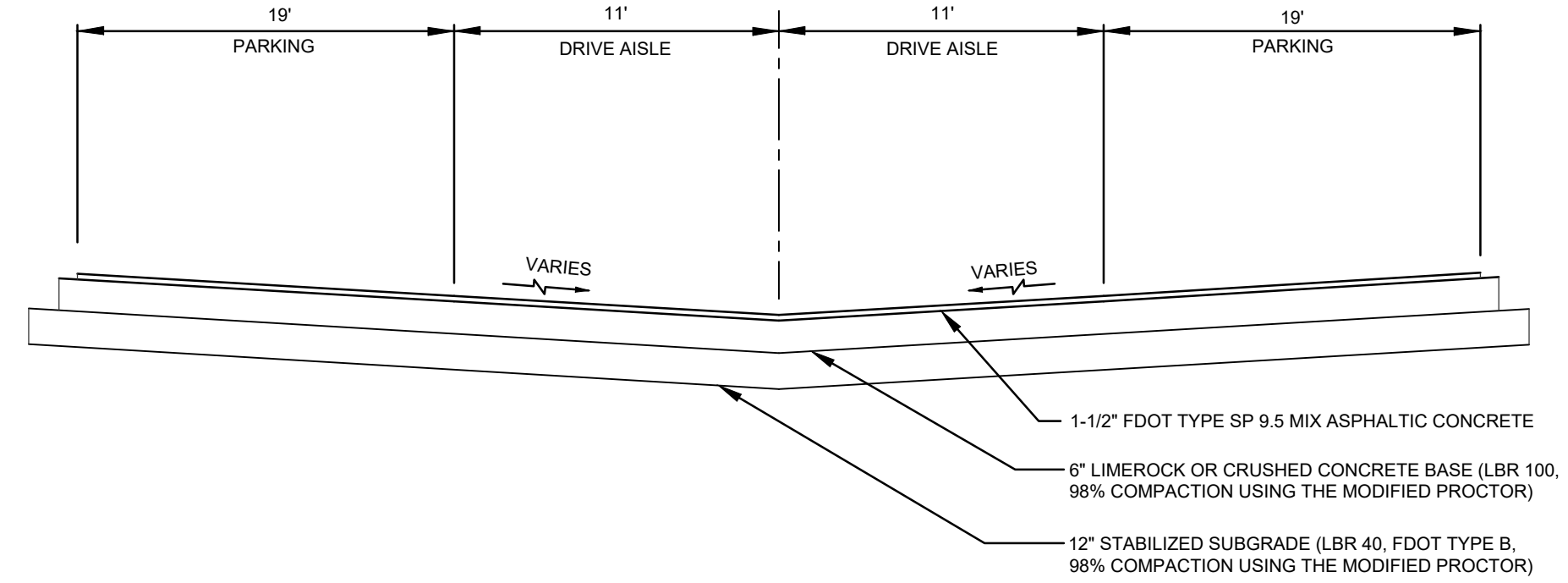
SECTION D-D
NOT TO SCALE



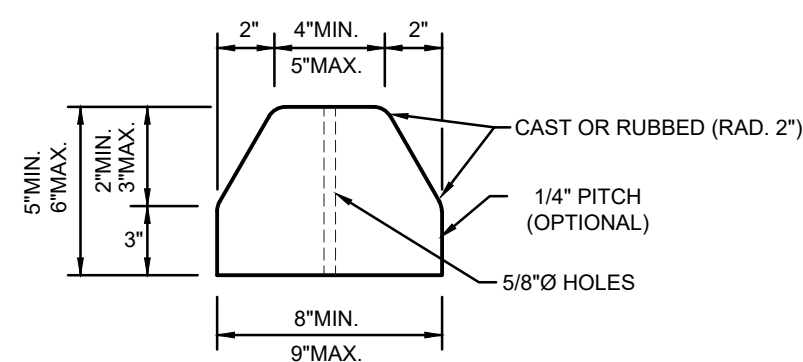
SECTION E-E
NOT TO SCALE



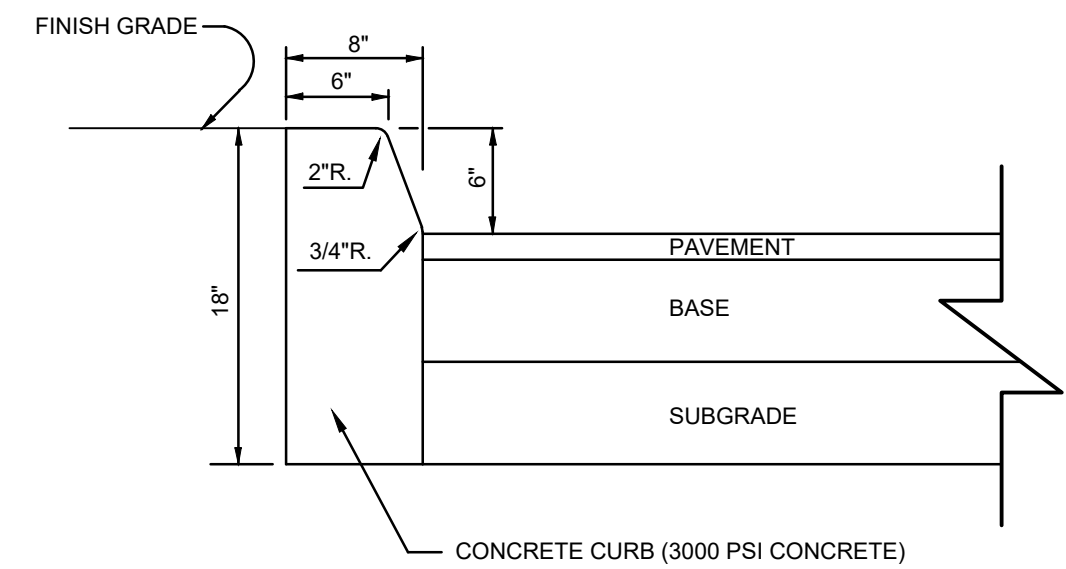
SECTION F-F
NOT TO SCALE



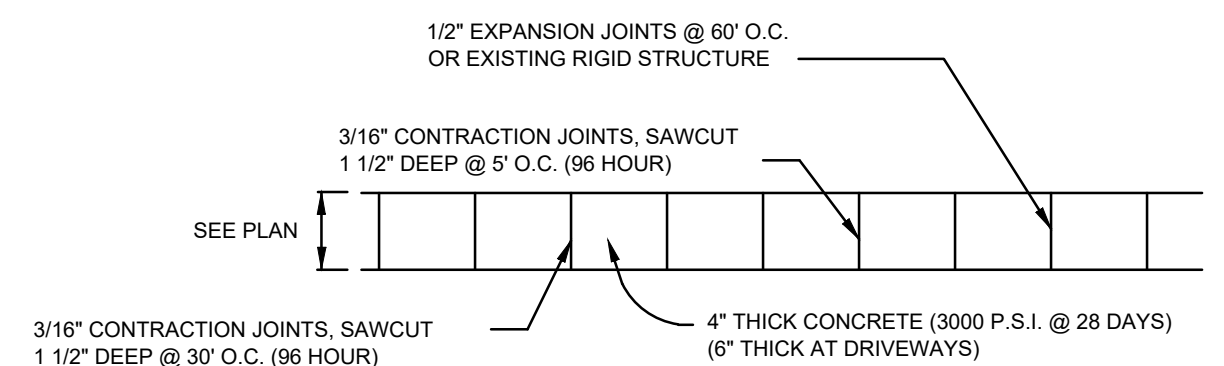
TYPICAL PAVEMENT SECTION
NOT TO SCALE



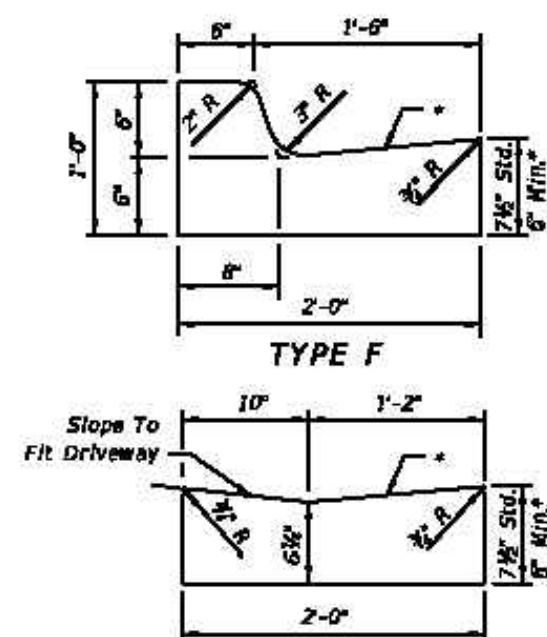
CONCRETE WHEEL STOP DETAIL



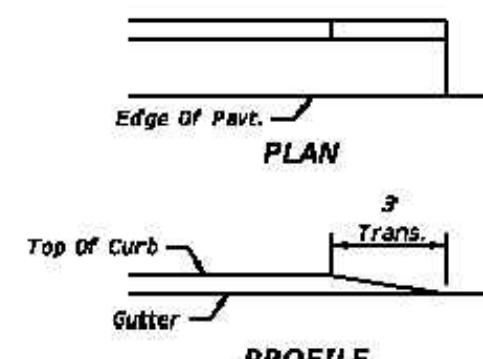
FDOT TYPE \"D\" CURB DETAIL
NOT TO SCALE



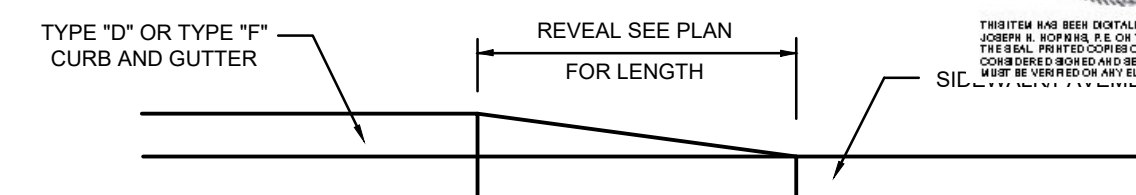
CONCRETE SIDEWALK DETAIL (FDOT INDEX #522-001)
NOT TO SCALE



Drop curb
CONCRETE CURB
FY 2019-20
STANDARD PLANS



CURB AND GUTTER
INDEX
520-001



CURB REVEAL DETAIL
NOT TO SCALE

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100% COMPLIANCE WITH ALL APPLICABLE
PROVISIONS OF THE FLORIDA STATUTES

SECTIONS AND DETAILS

OCEANS 25

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OU=AQ1410C000018D83FD,
ASN0000437F, CN=Joseph H Hopkins
Reason: I am the author of this document
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SCALE: AS NOTED
DESIGNED: JHH
DRAWN: KMP
DATE: 10/1/19
PROJECT NO.
894
894-SITE PLAN
SHEET C8 OF 11

80" MIN. RADIUS CLEAR
CIRCULAR AREA CENTERED
ON FIRE HYDRANT

ROAD 1/4" MIN.

4 1/2" HOSE BIBB

2 1/2" HOSE BIBB

COVER COLOR BLUE
LAYERED WITH "WATER"
AT FINISHED GRADE

HYDRANT EXTENDING
TO ADDITIONAL DEPTH OF
BURIAL

6" GATE VALVE

6" GATE VALVE
SLEEVE USE WITH
IRON WATER VALVE

USE RESTRAINED JOINTS TO
PREVENT MOVEMENT (THRUST
BLOCKS NOT NEEDED)

5 1/4" SADDLE

ADJUSTABLE CAST IRON VALVE
BOX AND RETURN ELB

NO. 10 COPPERHEAD
TRACER WIRE, COLOR
COPIED BLUE, LAYED
OUT IN TRENCH

8" PIPE

16" W/12" PRECAST
BLOCK OR MIN. 4"
THICK # 57 STONE (TYP.)

BRICK TYP. TO PROVIDE FIRM
SUPPORT

MECHANICAL
JOINT ANCHORING
TEE AND VALVE

WATER MAIN

NOTES:

- HYDRANTS SHALL BE BREAK AWAY TYPE WITH PAPER NOZZLE FACING STREET.
- HYDRANTS SHALL BE NON-DRAINING TYPE.
- HYDRANTS SHALL BE PAINTED EMERGENCY YELLOW AT MANUFACTURE-EPDM OR POLYURETHANE.
- HOSE BIBBS TO BE STANDARD STEADY THROTTLE.
- HYDRANT TRENCH ANCHOR ASSEMBLY REQUIRED FOR ALL VALVES GREATER THAN 36" DEEP.
- INSTALL AT 6" TO 8" LONG LINES OR AT CORNERS OF ROADWAY INTERSECTIONS (TYP. 12' BOLT).
- ALL TRENCH HOLE W/TS, BOLTS AND ANCHORS (EXCEPT MECHANICAL JOINTS) SHALL BE MINIMUM 316 STAINLESS STEEL GRADE.
- THE INTERNAL UPPIPE AND LOWER STEM SHALL BE MINIMUM 304 STAINLESS STEEL GRADE.

FILE NAME:
W20.DWG
DETAIL REF:
W-20

REV. 12/18

STANDARD CONSTRUCTION DETAIL
FIRE HYDRANT ASSEMBLY

[illegible]

JOSEPH HUGH M.
LICENSE
NO. 48089
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

THIS SETTING HAS BEEN INSTALLED BY ORDER OF
JOSEPH H. JOSEPH, P.E. ON 7/14/2015 AND
THIS SEAL PRINTED ON THE DAY OF INSTALLATION.
CONSOLE - BEARING AND BEARING SHALL THIS
SEAL BE VERIFIED BY ELECTRONIC SIGNATURE.

WATER CONSTRUCTION DETAILS

OCEANS 25

NOT RELEASED FOR CONSTRUCTION

1. COVER - 125 LBS.

2. RING - 80 LBS.

3. MATERIAL: ASTM-A48 GRAY IRON CLASS 30B

4. R. COVER AND RING 117 SHALL BE BY US FOUNDRY & MFG. CORP., OR EQUAL

5. GREASE INTERCEPTOR COVERS TO BE MARKED WITH "GREASE" INSTEAD OF "SANITARY SEWER"

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER MANHOLE SINGLE COVER

RING AND COVER
 TOP OF BASE
 PAVEMENT
 12" CONCRETE RING
 12" RING OF CONCRETE TO BE PLACED AROUND MANHOLE FRAME PRIOR TO PAVING OF ROADWAY FROM TOP OF CONC TO BASE FINISH GRADE
 PAVEMENT
 BASE
 WALL REINFORCEMENT FOR AC308 C-478
 4,000 PSI @ 28 DAY CONCRETE, TYPE II CEMENT
 12"
 MANHOLE
 48" MINIMUM HOLE DIAMETER
 8" MINIMUM WALL THICKNESS
 PAINT: EPOXY AND COAL TAR OR APPROVED EQUAL, INTERIOR AND EXTERIOR - 16 MILS (60 COATS), EACH
 INSTALL "WRAPPO SEAL" OR "72" X 48" PLASTIC EQUAL AT 12" MINIMUM HOLE DIAMETER
 8" MINIMUM WALL THICKNESS
 BRICK AND MORTAR INVERT
 RUBBER BOOT CONNECTION WITH HYDRAULIC CEMENT COVER
 8" MINIMUM BASE THICKNESS
 12" MINIMUM #4 AGGREGATE SHALL BE USED UNDER WET CONDITIONS FOR BEDDING
 8" MINIMUM BASE THICKNESS
 12" MINIMUM #4 AGGREGATE SHALL BE USED UNDER WET CONDITIONS FOR BEDDING

TYPICAL BASE REINFORCEMENT
 SHALL BE NO.4 BARS @ 12" O.C. FOR DEPTHS UNDER 6', NO.4 BARS @ 8" O.C. FOR GREATER DEPTHS

NOTES:

- ON TRANSITIONS BETWEEN LARGER AND SMALLER DIAMETER SENDER COLLECTORS, THE TOP OF THE INVERT SHALL BE 12" ABOVE THE TOP OF THE SMALLER DIAMETER SENDER.
- NON-PENETRATING ROP-HOOKS IN ALL CONNECTIONS.
- USE FABRICATED BRIMATIC SEALERS BETWEEN SECTIONS OF MANHOLES.
- MANHOLE DEPTH NOT TO EXCEED 15' MEASURED FROM MANHOLE TOP TO INSIDE BOTTOM.
- 6" PIP ELEVATION ROP AGGROSS MANHOLE.

STANDARD CONSTRUCTION DETAIL
 SANITARY SEWER STANDARD MANHOLE

FILE NAME: _____
 S&DWG: _____
 DETAIL REF: _____
 REV. 12/18
S-6

[illegible]

RUBBER BOOT CONNECTION

HYDRAULIC CEMENT OVER COUPLING AND WITHIN COURED OPENING

RUBBER BOOT MANHOLE COUPLING WITH STAINLESS STEEL STRAP

INSIDE WALL

OUTSIDE WALL

PRECAST JOINT CONNECTION

INSIDE WALL

OUTSIDE WALL

PRE-FORMED JOINT SURFACE

PRE-FORMED JOINT SURFACES

FIBERGLASS EPOXYMATIC SEAL

INSTALL EZ-WRAP PLASTIC OR EQUAL AT ALL JOINTS (2" MINIMUM WIDTH)

PRECAST JOINT CONNECTION

NOTE:

1. NEW SANITARY SEWER MANHOLE CONNECTIONS SHALL UTILIZE IN-FIELD INSTALLATION OF RUBBER BOOT AND STRAP AND COVER WITH HYDRAULIC CEMENT.
2. EXISTING SANITARY SEWER MANHOLE CONNECTIONS SHALL UTILIZE A GROUTING METHOD AND IN-FIELD INSTALLATION OF RUBBER BOOT AND STRAP AND COVER WITH HYDRAULIC CEMENT.

STANDARD CONSTRUCTION DETAIL
RUBBER BOOT AND PRECAST JOINT CONNECTION

REV. 12/18

FILE NAME:
S10.DWG
DETAIL REV:
S-10

BRASS PLUG

6"

6"

FINISHED GRADE

4" THICK CONCRETE
3,000 PSI CONCRETE ● 28 DAYS

CLEANOUT DIAMETER SIZE
TO MATCH SEWER LATERAL SIZE

SANITARY PIPE FITTING

PIPE SIZE VARIES

NOTE.

1. CLEANOUT SIZE SHOULD ALWAYS MATCH MAIN LINE SIZE TO ALLOW FOR PROPER CLEANING.

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER SERVICE CLEANOUT

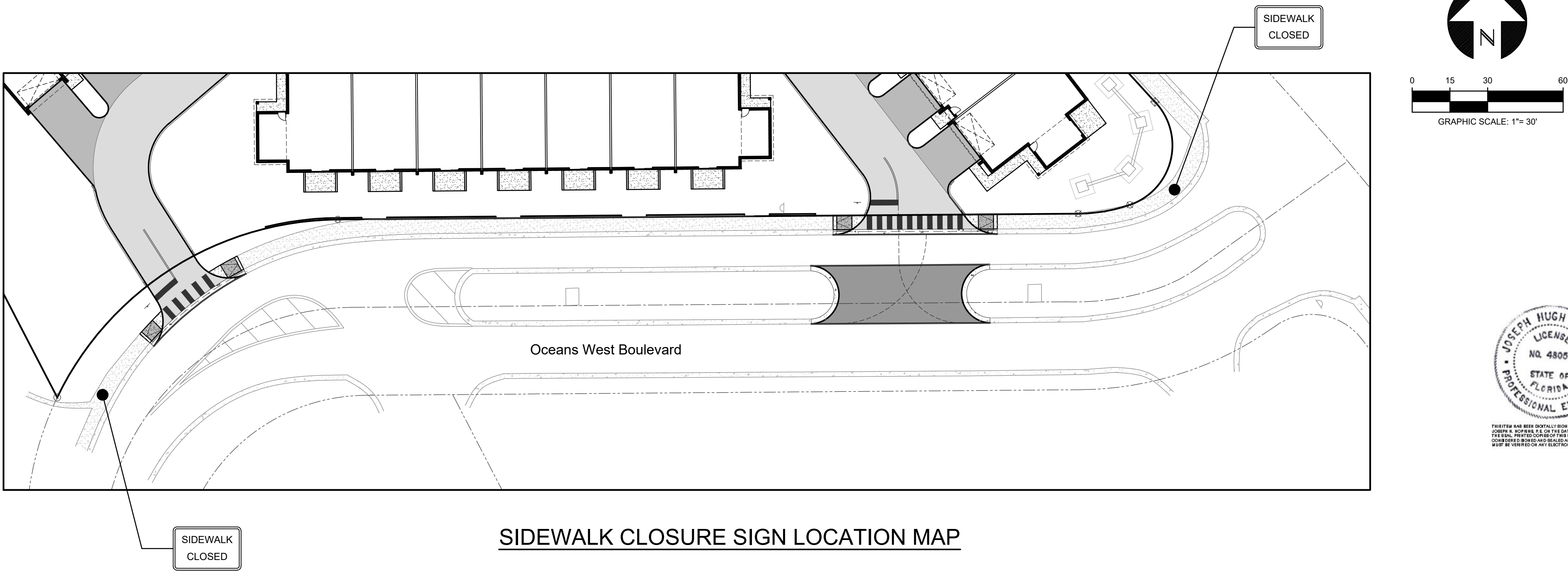
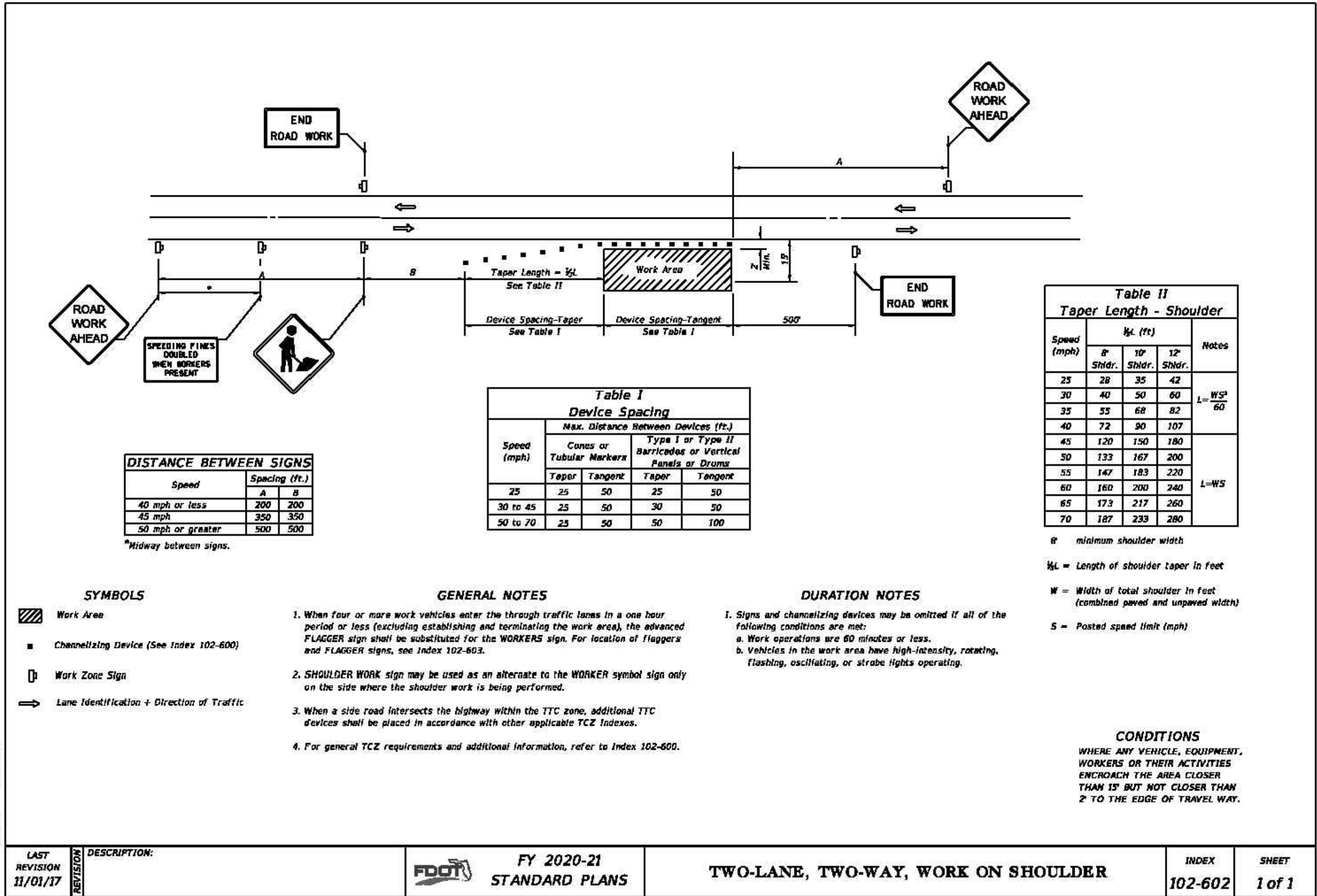
FILE NAME:
S12.DWG

DETAIL REF:
S-12

REV. 12/19

FDOT MOT NOTES

1. FDOT MAINTENANCE PERMITS MANAGER SHALL BE NOTIFIED 48 HRS PRIOR TO ANY WORK WITHIN THEIR ROW AND/OR LANE CLOSURES. CONTACT JOHN HATFIELD @ (386) 943-5277.
2. EROSION CONTROL SHALL BE INSTALLED IF REQUIRED PRIOR TO ANY WORK PER INDEX 102 AND REMOVED AFTER CONSTRUCTION AND PRIOR TO FINAL INSPECTION.
3. MAINTENANCE OF VEHICULAR TRAFFIC FOR UTILITY WORK SHALL BE IN ACCORDANCE WITH THE GENERAL PROVISIONS OF INDEX 611.
4. MAINTENANCE OF VEHICULAR TRAFFIC FOR ACCESS CONNECTION SHALL BE IN ACCORDANCE WITH INDEX 612.
5. DRIVEWAY TURNOUTS, SIDEWALK CONSTRUCTION AND CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH INDEX 515, 310 AND 304 RESPECTIVELY.
6. MAINTENANCE OF PEDESTRIAN TRAFFIC FOR ALL WORK WITHIN THE ROW SHALL BE MAINTAINED AND IN ACCORDANCE WITH INDEX 660.



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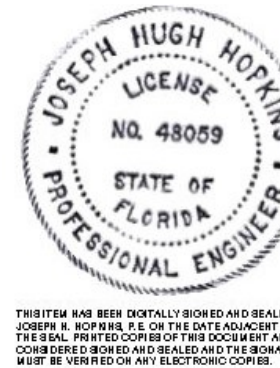
JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR., DAYTONA BEACH, FL 32114
PHONE: (386) 258-1061 FAX: (386) 258-1261

MAINTENANCE OF TRAFFIC

OCEANS 25

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DESIGNED: JHH
DRAWN: KMP
DATE: 10/1/19
PROJECT NO.
894
894-SITE PLAN
SHEET C11 OF 11



Oceans 25 Townhomes

Building A from south



Oceans 25 Townhomes
Building B from east



Oceans 25 Townhomes
Building B from west

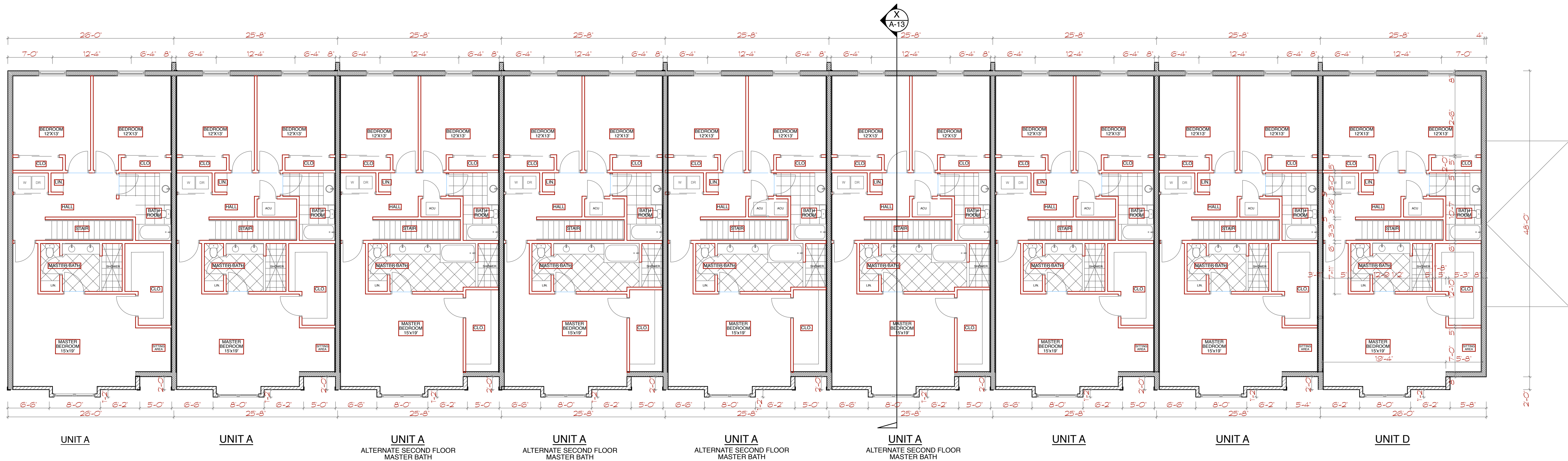


Oceans 25 Townhomes
Building C from north

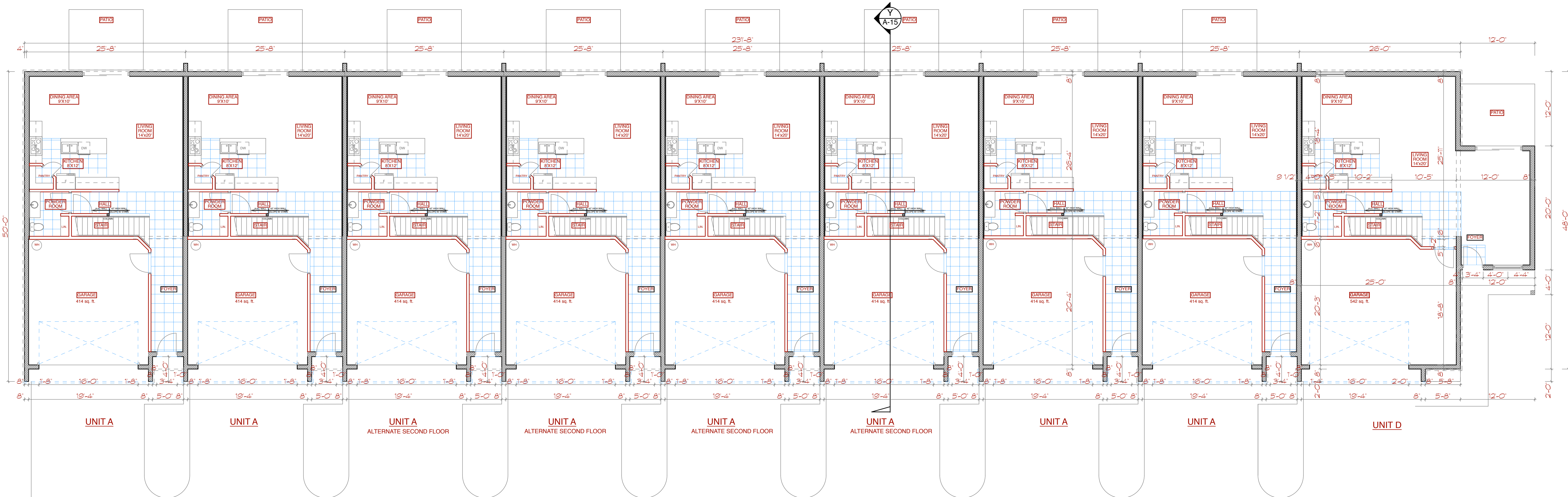


Oceans 25 Townhomes

Building C from south

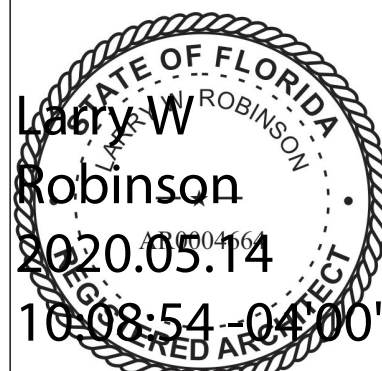


BUILDING A SECOND FLOOR PLAN 1/8" = 1'-0"



BUILDING A FIRST FLOOR PLAN 1/8" = 1'-0"
11,408 sq. ft. GROUND FLOOR AREA

REVISIONS	
DATE	DESCRIPTION



NOT VALID UNLESS SIGNED AND DATED



LARRY W. ROBINSON, P.A.
architect
414 north halifax avenue
daytona beach, florida 321
telephone: 385 - 252 - 04
e mail: lwrarchitect@bellsouth.net

Proposed floor plans for
OCEANS 25 TOWNHOMES
Daytona Beach Shores, Florida

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DATE MAY 4, 2020

COMM. NO.

DRAWN BY

SHEET

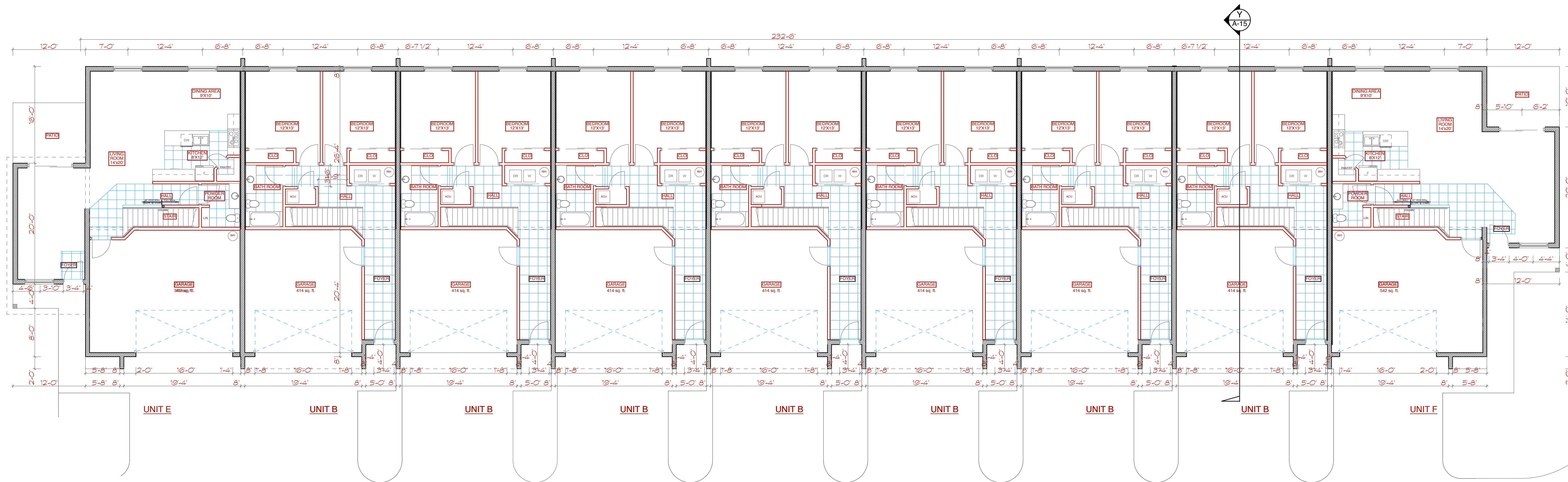
BUILDING A FLOOR PLANS

A-1

OF 25



BUILDING B SECOND FLOOR PLAN 1/8" = 1'-0"



BUILDING B FIRST FLOOR PLAN 1/8" = 1'-0"
11,689 sq. ft. GROUND FLOOR AREA

REVISIONS	
DATE	DESCRIPTION

LARRY W. ROBINSON
2020.05.14
09:24
04-000
REGISTERED ARCHITECT

NOT VALID UNLESS SIGNED AND DATED

LARRY W. ROBINSON, P.A.
architect

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daytona beach, florida 321
telephone: 386 - 252 - 0411
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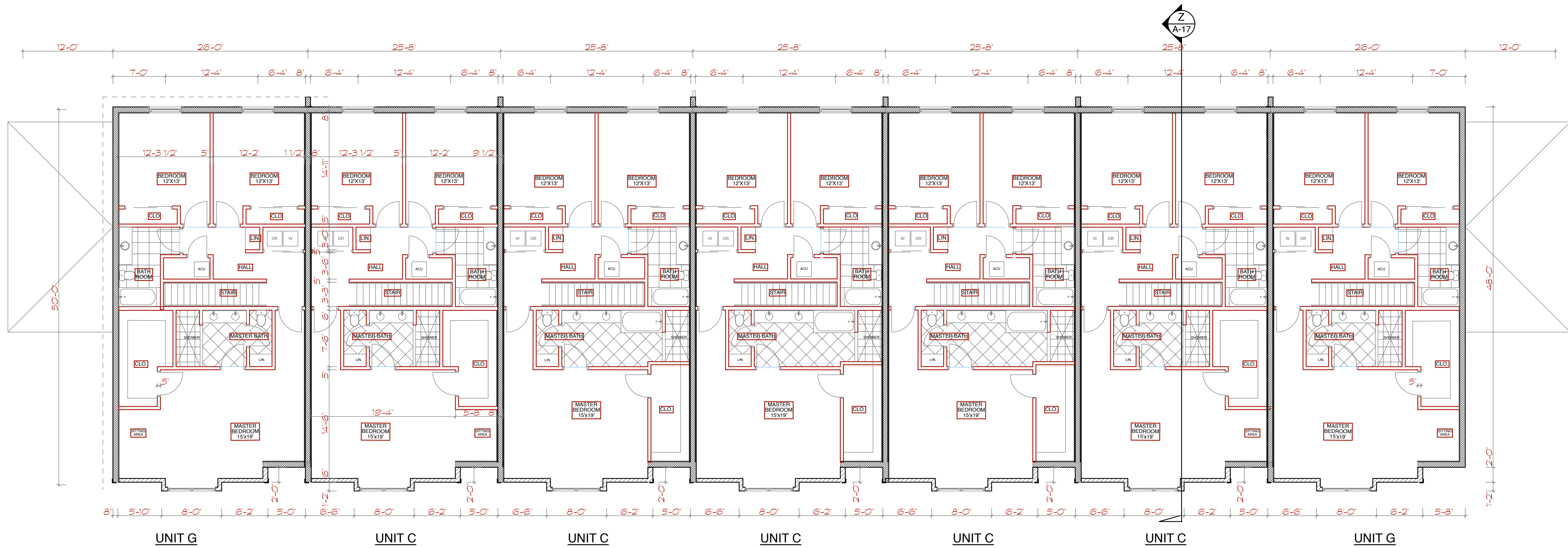
Proposed floor plans for
OCEANS 25 TOWNHOMES
Daytona Beach Shores, Florida

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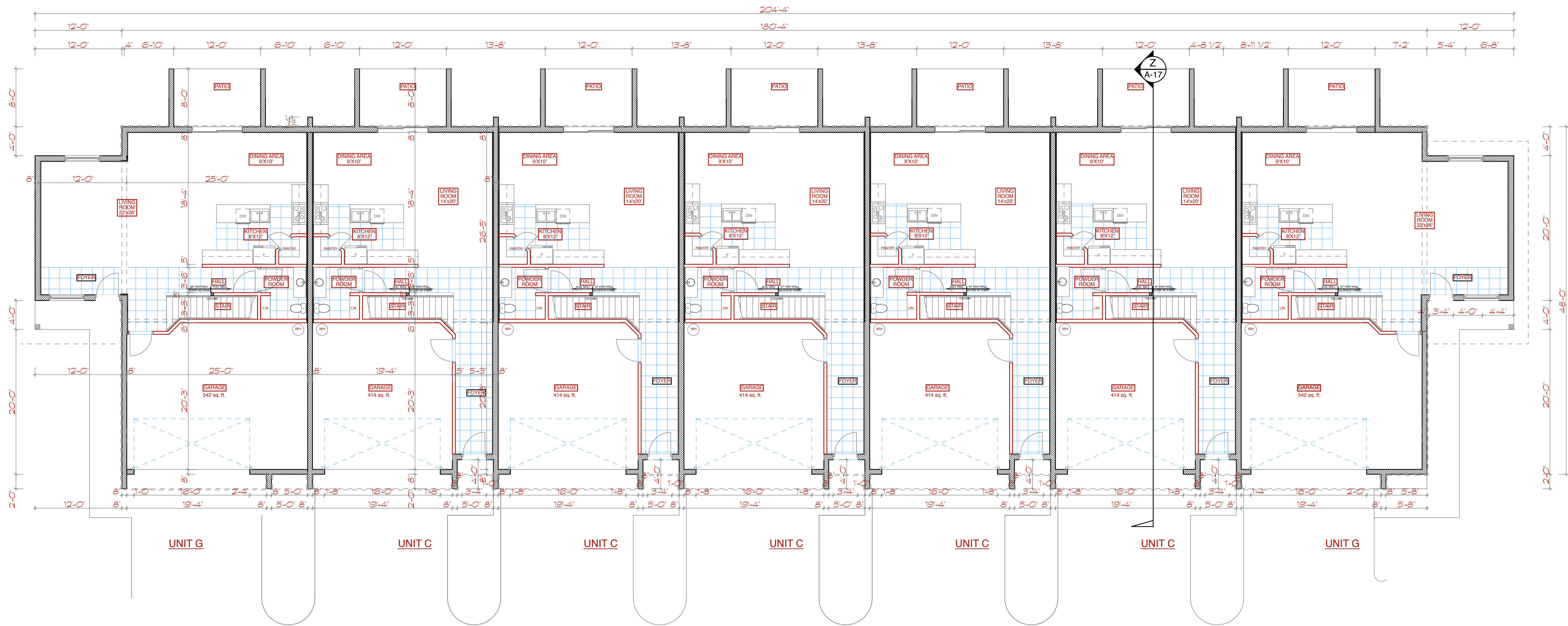
DATE	MAY 4, 2020
COMM. NO.	
DRAWN BY	

SHEET
BUILDING B
FLOOR PLANS

A-2
OF 25

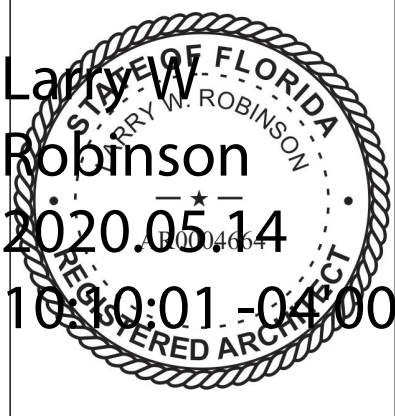


BUILDING C SECOND FLOOR PLAN 1/8" = 1'-0"



BUILDING C FIRST FLOOR PLAN 1/8" = 1'-0"
9,232 sq. ft. GROUND FLOOR AREA

REVISIONS	
DATE	DESCRIPTION



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Proposed floor plans for
OCEANS 25 TOWNHOMES
Daytona Beach Shores,
Florida

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DATE MAY 4, 2020

COMM. NO.

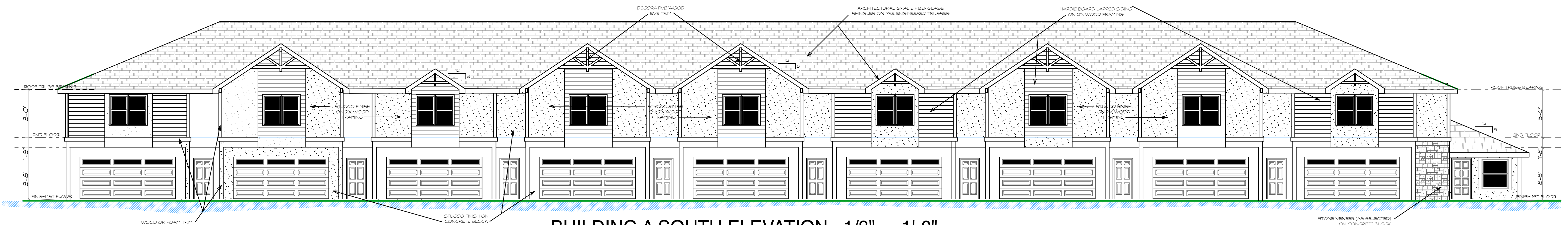
DRAWN BY

SHEET
BUILDING C
FLOOR PLANS

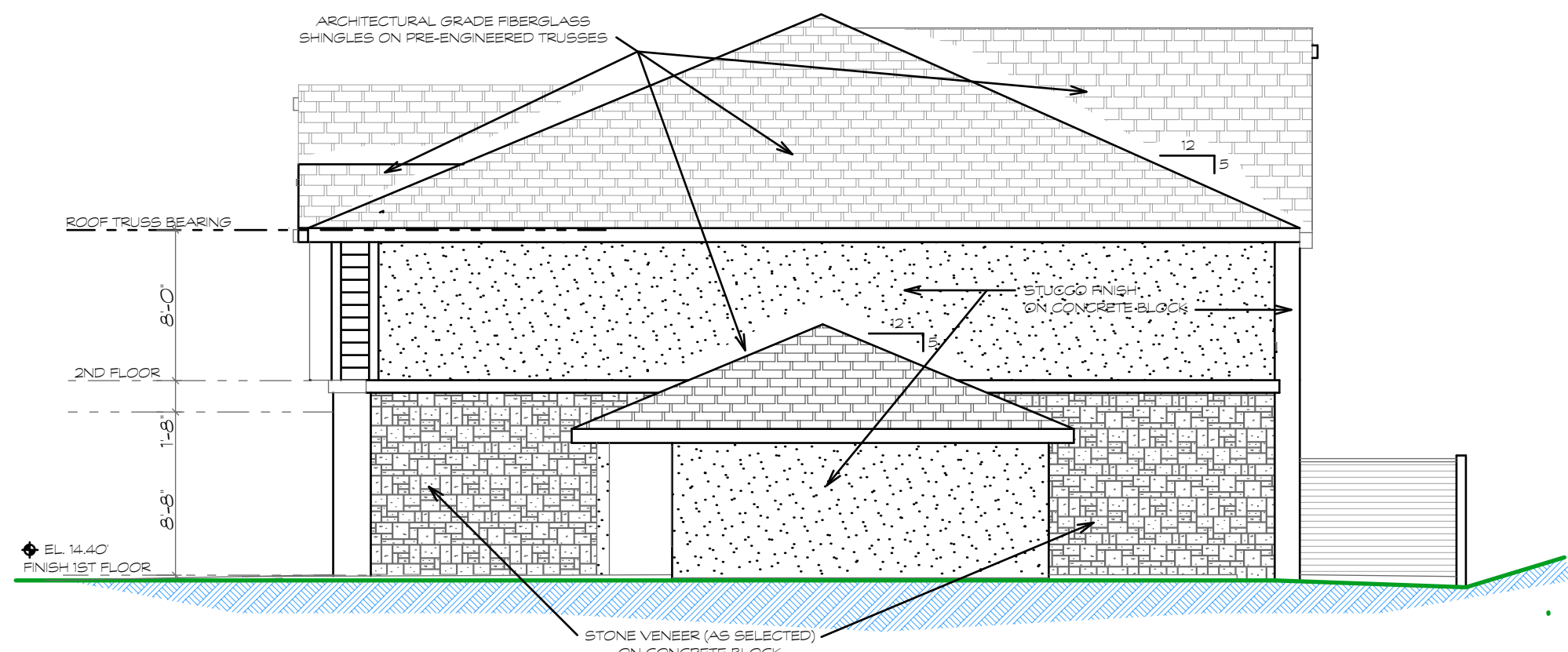
A-3
OF 25



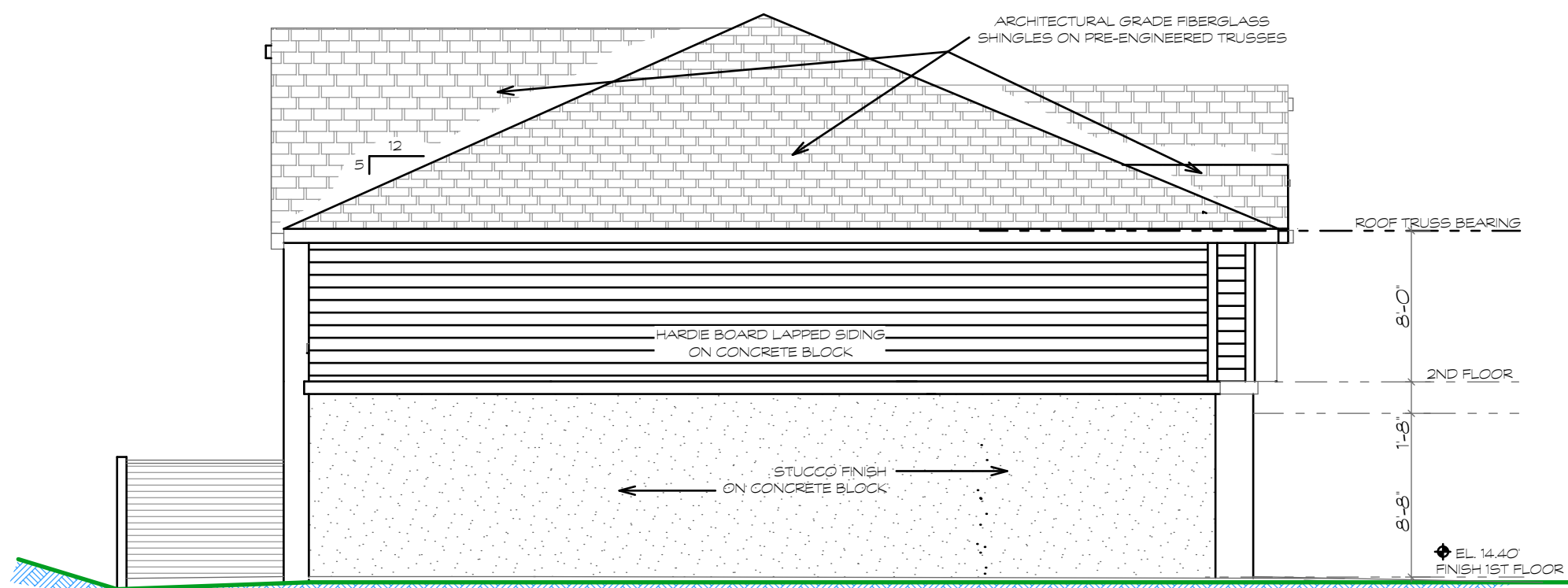
BUILDING A NORTH ELEVATION 1/8" = 1'-0"



BUILDING A SOUTH ELEVATION 1/8" = 1'-0"

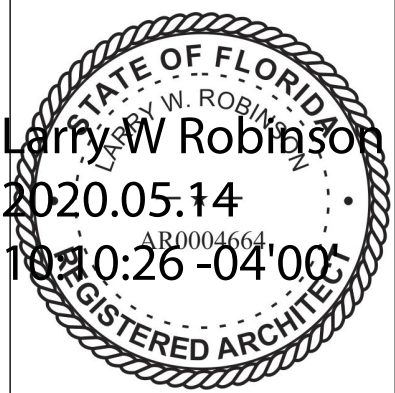


BUILDING A EAST ELEVATION 1/8" = 1'-0"



BUILDING A WEST ELEVATION 1/8" = 1'-0"

REVISIONS	
DATE	DESCRIPTION



NOT VALID UNLESS SIGNED AND DATED

LARRY W. ROBINSON, P.A.
architect

414 north halifax avenue
daytona beach, florida 321
telephone: 385 - 252 - 04
e mail: lwrarchitect@bellsouth.net

Proposed floor plans for

OCEANS 25 TOWNHOMES

Daytona Beach Shores, Florida

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DATE MAY 4, 2020

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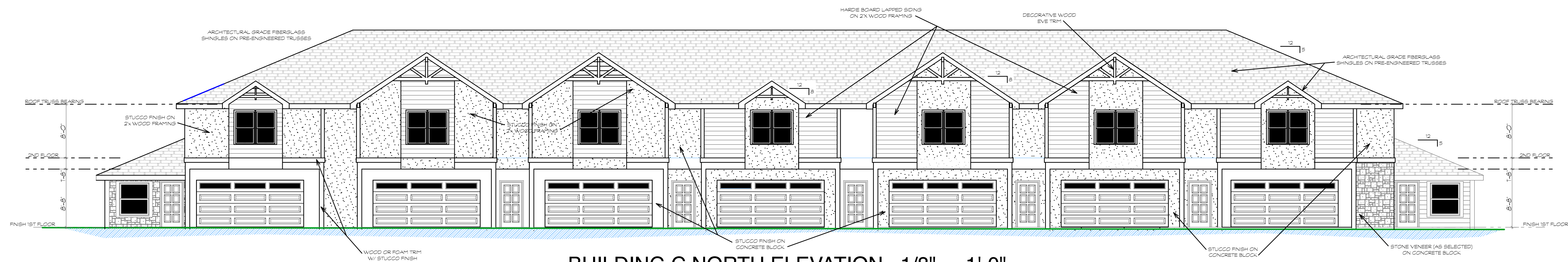
SHEET

BUILDING A ELEVATIONS

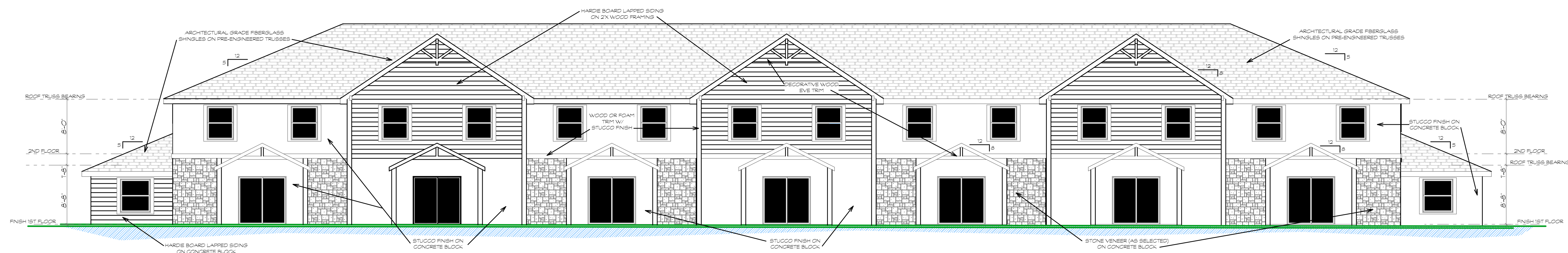
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OF 25

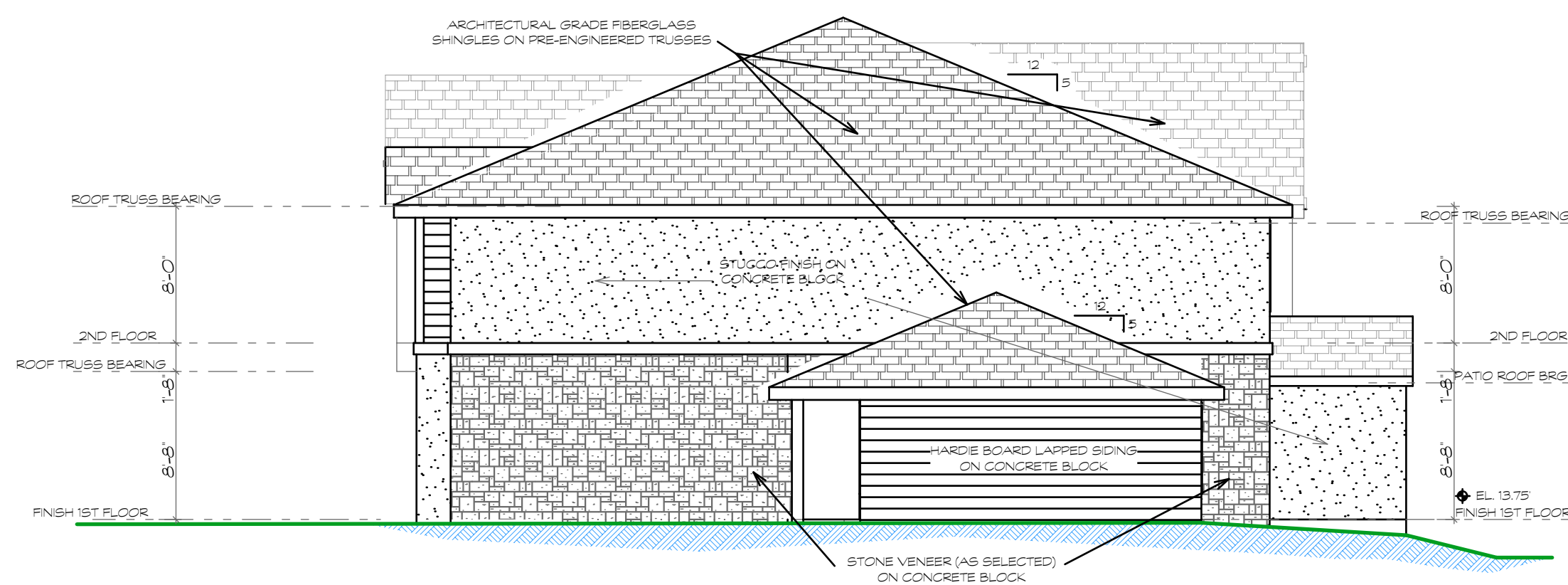
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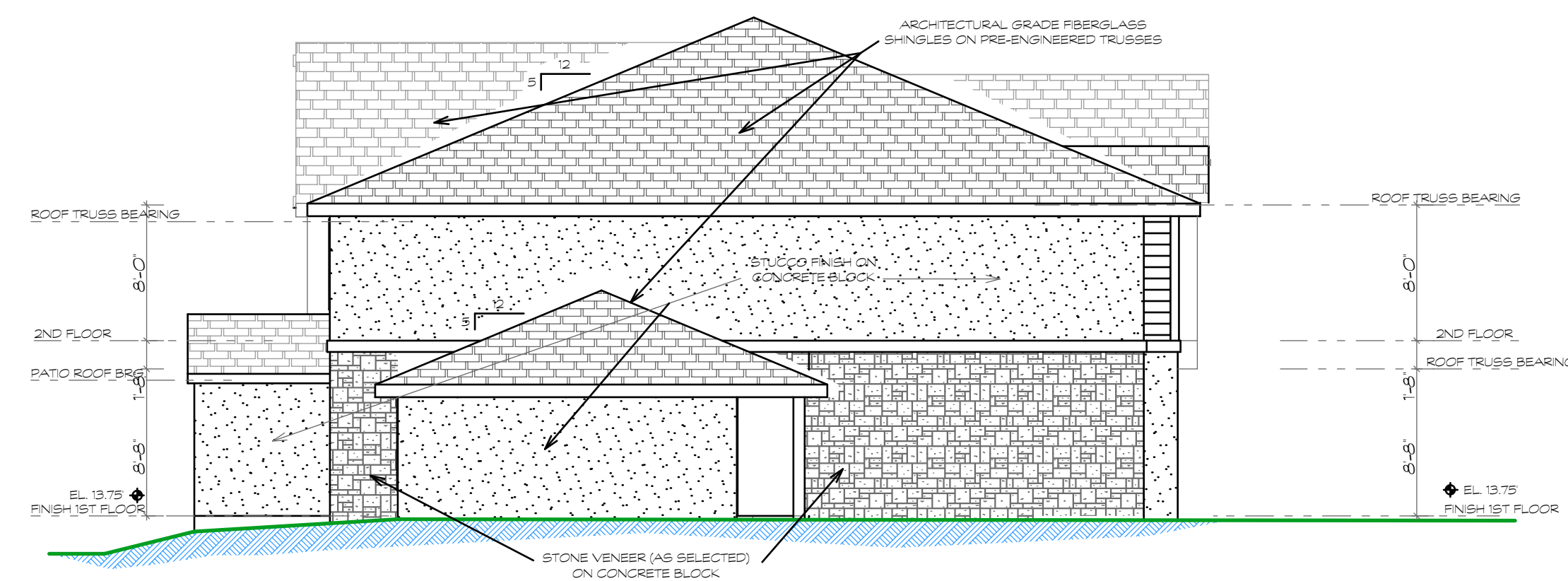
BUILDING C NORTH ELEVATION 1/8" = 1'-0"



BUILDING C SOUTH ELEVATION 1/8" = 1'-0"



BUILDING C WEST END ELEVATION 1/8" = 1'-0"



BUILDING C EAST END ELEVATION 1/8" = 1'-0"

REVISIONS	
DATE	DESCRIPTION

Larry W
Robinson
2020.05.14
10:11:22
-0400

NOT VALID UNLESS SIGNED AND DATE



LARRY W. ROBINSON, P.A.
a r c h i t e c t

414 north halifax ave
daytona beach, florida 32117

telephone: 386 - 252 - 0111
e mail: lwrarchitect@bellsouth.net

Proposed floor plans for

OCEANS 25 TOWNHOMES
Daytona Beach Shores, Florida

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DATE MAY 4, 2020

COMM. NO.

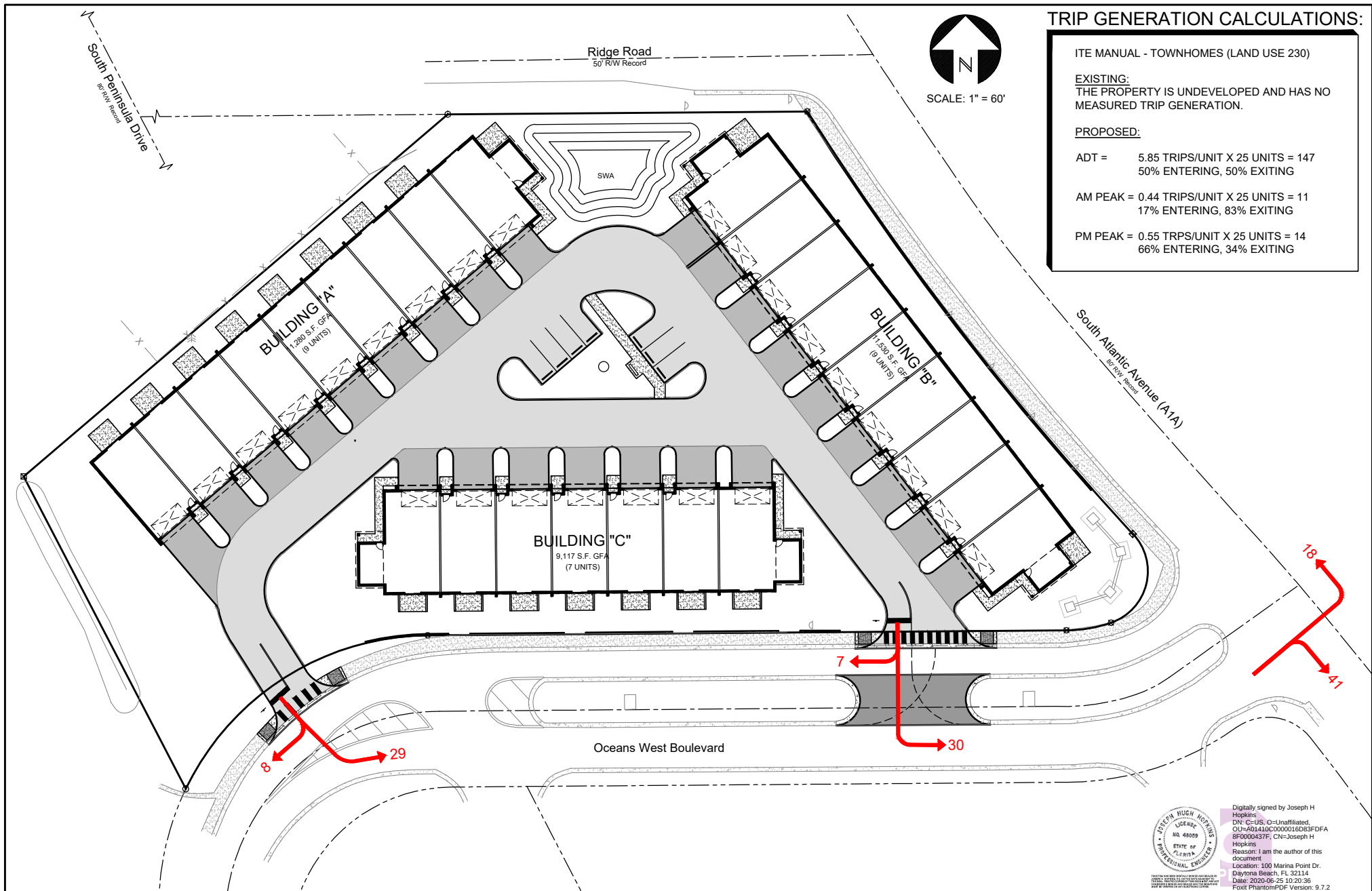
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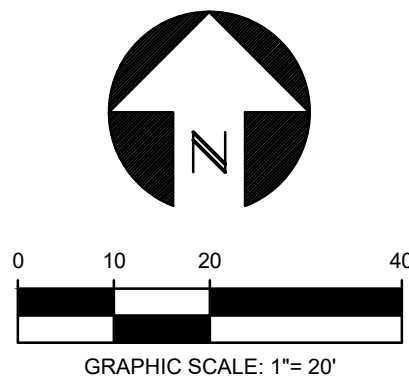
BUILDING C
ELEVATIONS

A-6

OF 25



NO.	DATE	REVISION	TRANSPORTATION EXHIBIT		THE PERFORMANCE GROUP CIVIL ENGINEERING / PLANNING / DEVELOPMENT	
			PROJECT: OCEANS 25		SCALE: 1"=60'	
			FILE: 894-SITE PLAN		DATE: 6/24/20	
					JOSEPH H. HOPKINS, P.E. NO. 48059 100 MARINA POINT DR., DAYTONA BEACH, FL. 32114 TELEPHONE: (386) 239-7166 FAX: (386) 239-7120	

Page 149 of 267

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

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:

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.

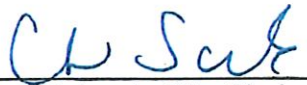
SECTION 22. ATTORNEYS FEES AND COSTS.

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.

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: 3/27/2020


Michael T. Booker, City Manager

Approved as to form:


Raymond J. Branch, City Attorney

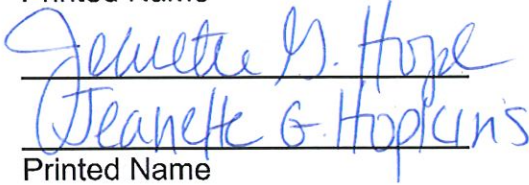
ADDITIONAL SIGNATURE PAGE FOLLOWS:

Witnesses:



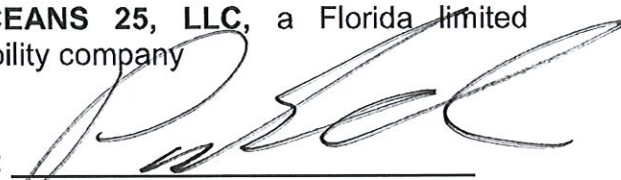
Joseph H. Hopkins

Printed Name



Printed Name

OCEANS 25, LLC, a Florida limited liability company

By: 

Patrick E. Sullivan
Manager

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 FL. DRIVERS LIC. as identification.

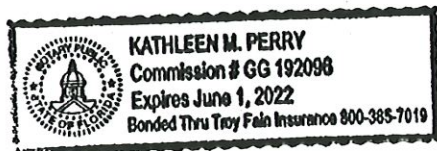
Witness my hand and official seal in the County and State last aforesaid this 30th day of MARCH, 2020.

(Affix Notary Seal)



Notary Public, State of Florida

Print name: KATHLEEN M. PERRY





{Legal Description and Boundary Survey}

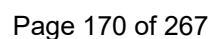
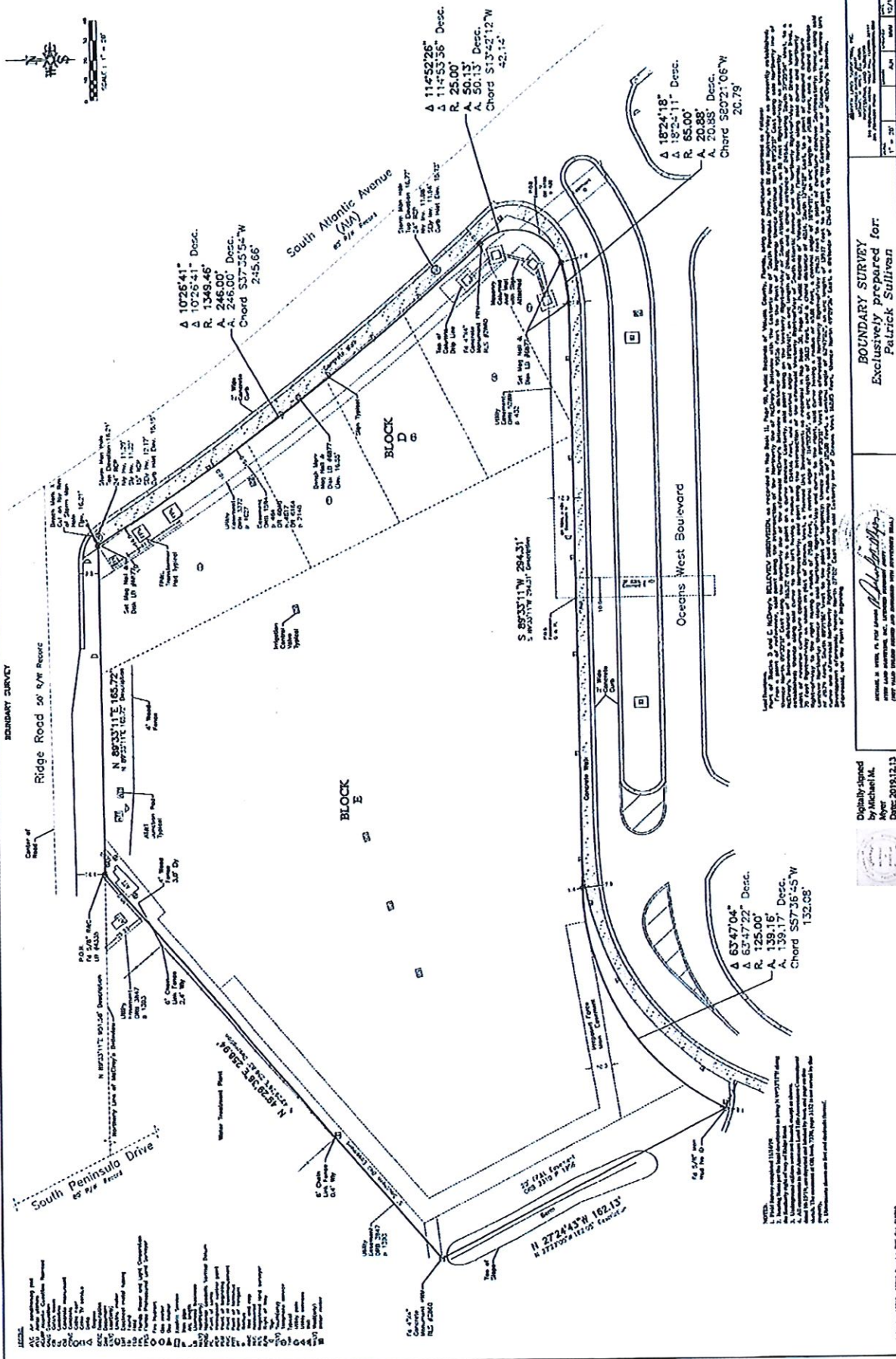
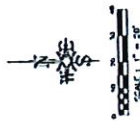


Exhibit B
{conceptual plan}



Digitally signed
by Michael M.
Mayer
Date: 2019.12.13
16:05:55-0500

BOUNDARY SURVEY
Exclusively prepared for:
Patrick Sullivan

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

EXHIBIT A - SURVEY		THE PERFORMANCE GROUP	
PROJECT: OCEANS 25		CIVIL ENGINEERING / PLANNING / DEVELOPMENT	
FILE: 894-BASE 4		JOSEPH H. HOPKINS, P.E. NO. 48059	
		100 MARINA POINT DR., DAYTONA BEACH, FL 32114	
		TELEPHONE: (386) 239-7166 FAX: (386) 239-7120	
SCALE: NTS			
DATE: 12/18/19			
NO.	DATE	REVISION	

PART OF BLOCKS D AND E, MCELROYS BELLEVUE 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 BELLEVUE 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 BELLEVUE A DISTANCE OF 951.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°33'11" EAST ALONG SAID NORTHERLY LINE OF MCELROYS BELLEVUE 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 BELLEVUE, 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

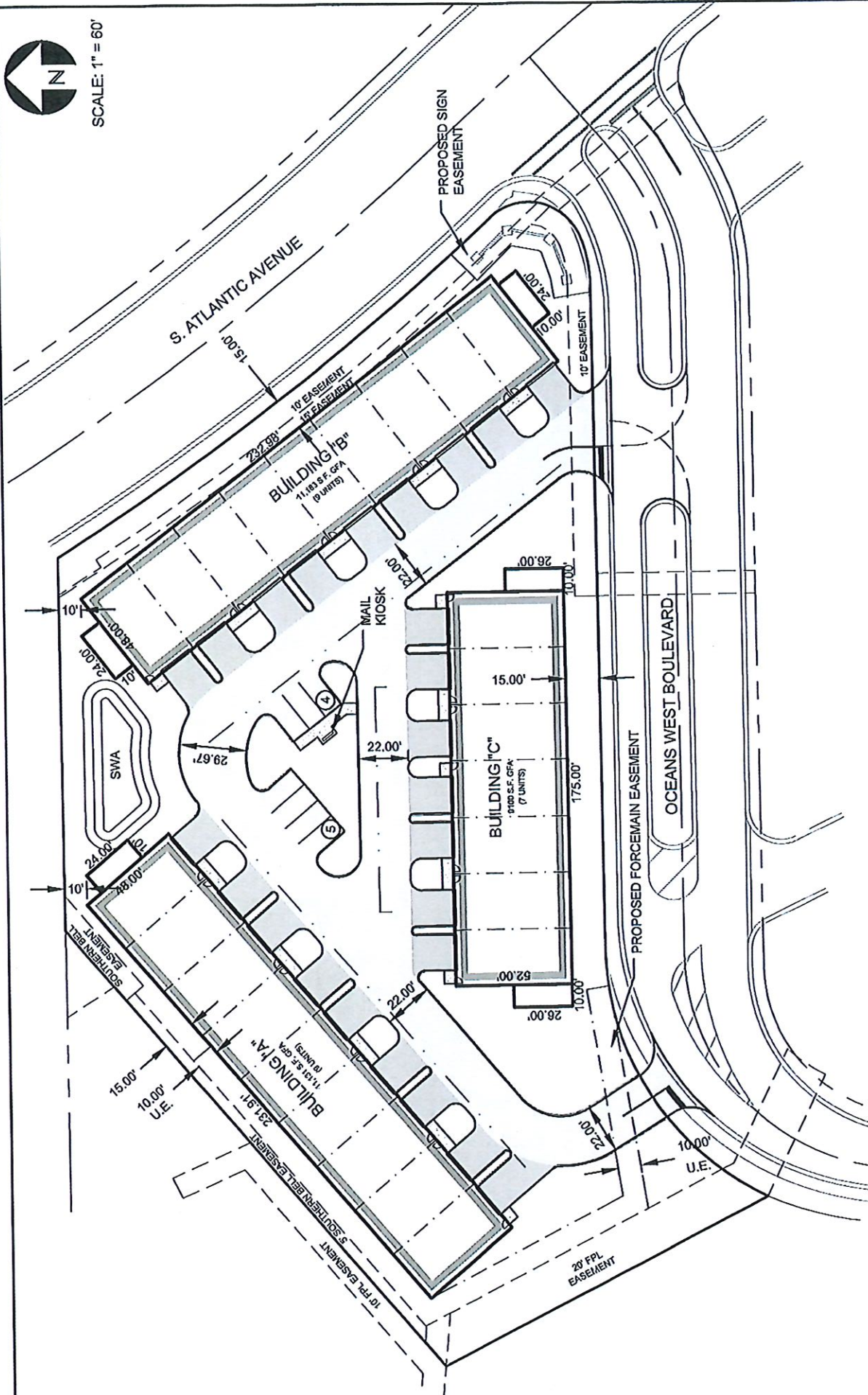


JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

Exhibit B
{conceptual plan}



SCALE: 1" = 60'



THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL 32114
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EXHIBIT B - OVERALL DEVELOPMENT PLAN

NO. DATE REVISION

SCALE: 1"=60'

DATE: 12/18/19

PROJECT: OCEANS 25

FILE: 894-BASE 4

Exhibit C
{Elevations}



BUILDING B FRONT ELEVATION



THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



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EXHIBIT C - ELEVATIONS

EXHIBIT C - ELEVATIONS		
PROJECT: OCEANS 25		SCALE: NONE
FILE: 894-BASE 4		DATE: 12/18/19
NO.	DATE	REVISION

Exhibit D
{Conceptual Landscaping Plan}

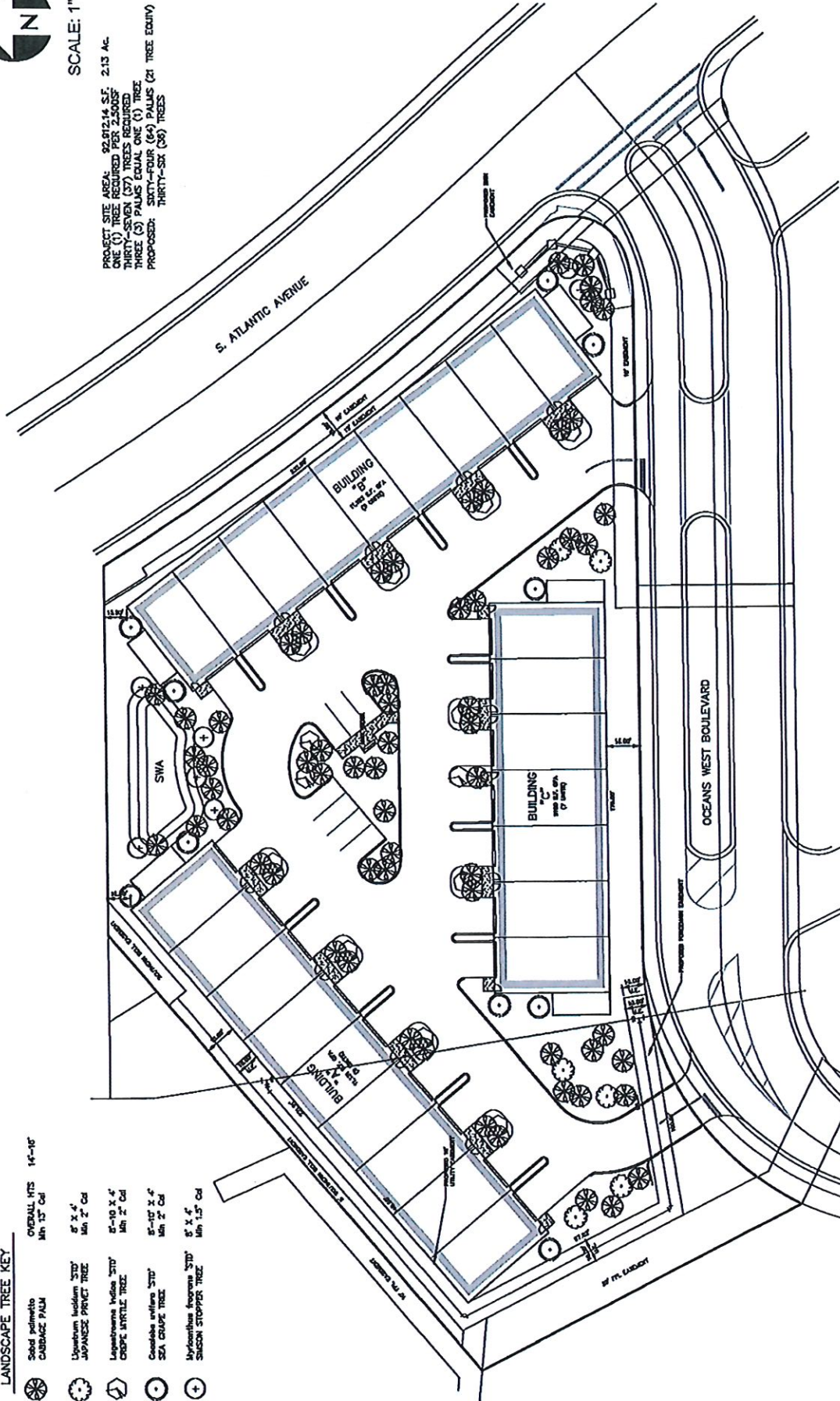


SCALE: 1" = 60'

PROJECT SITE AREA: 20,912.14 S.F.
2.13 AC.
TWO (2) TREES REQUIRED PER LOT
TWO (2) TREES PER LOT
THREE (3) PALMS EQUAL ONE (1) TREE
PROPOSED: SIXTY-FOUR (64) PALMS (24 TREE EQUIV)
THIRTY-SIX (36) TREES

LANDSCAPE TREE KEY

- OVERALL HTS 14'-16'
MIN 15' Cal
CARABACE PALM
- 8' x 4'
MIN 2' Cal
LIQUISTUM LUCIDUM 'STD'
- 8'-10' x 4'
MIN 2' Cal
LAPORTEA LUCIDA 'STD'
- 8'-10' x 4'
MIN 2' Cal
CROPE MYRTLE TREE
- 8'-10' x 4'
MIN 2' Cal
CASAHUATE TREE
- 8' x 4'
MIN 1.5' Cal
SEA GRAPE TREE
- 8' x 4'
MIN 1.5' Cal
MYRSINE TREE
- 8' x 4'
MIN 1.5' Cal
SHOON STOPPER TREE



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

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



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100 MARINA POINT DR., DAYTONA BEACH, FL 32114
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EXHIBIT D - LANDSCAPING

NO.	DATE	REVISION

SCALE: 1"=60'

DATE: 12/18/19

PROJECT: OCEANS 25

FILE: 894-BASE 4

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:

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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

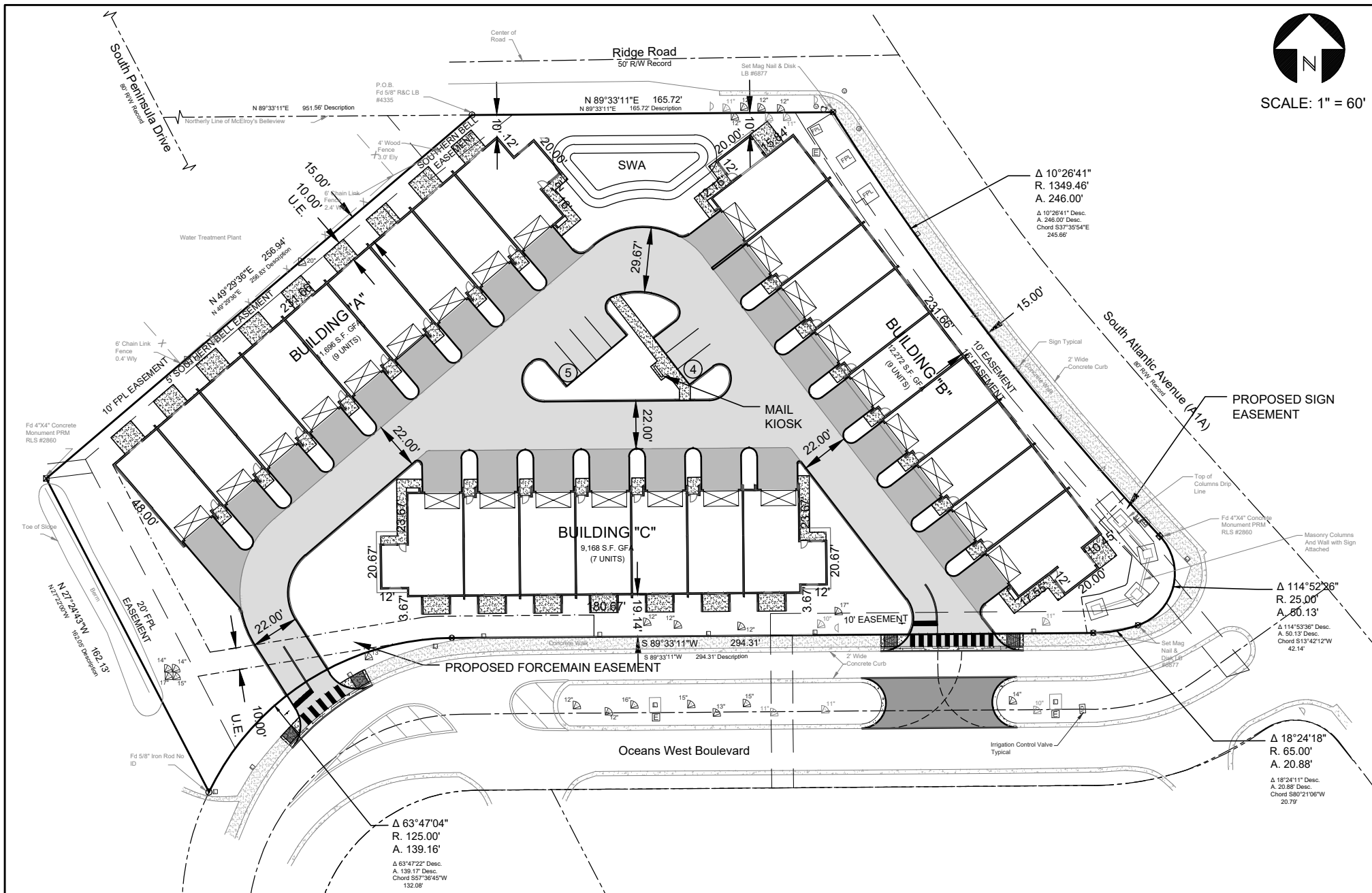
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



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



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NO.	DATE	REVISION

EXHIBIT C - SAMPLE ELEVATION

PROJECT: OCEANS 25

FILE: 894-BASE 4

SCALE: NONE

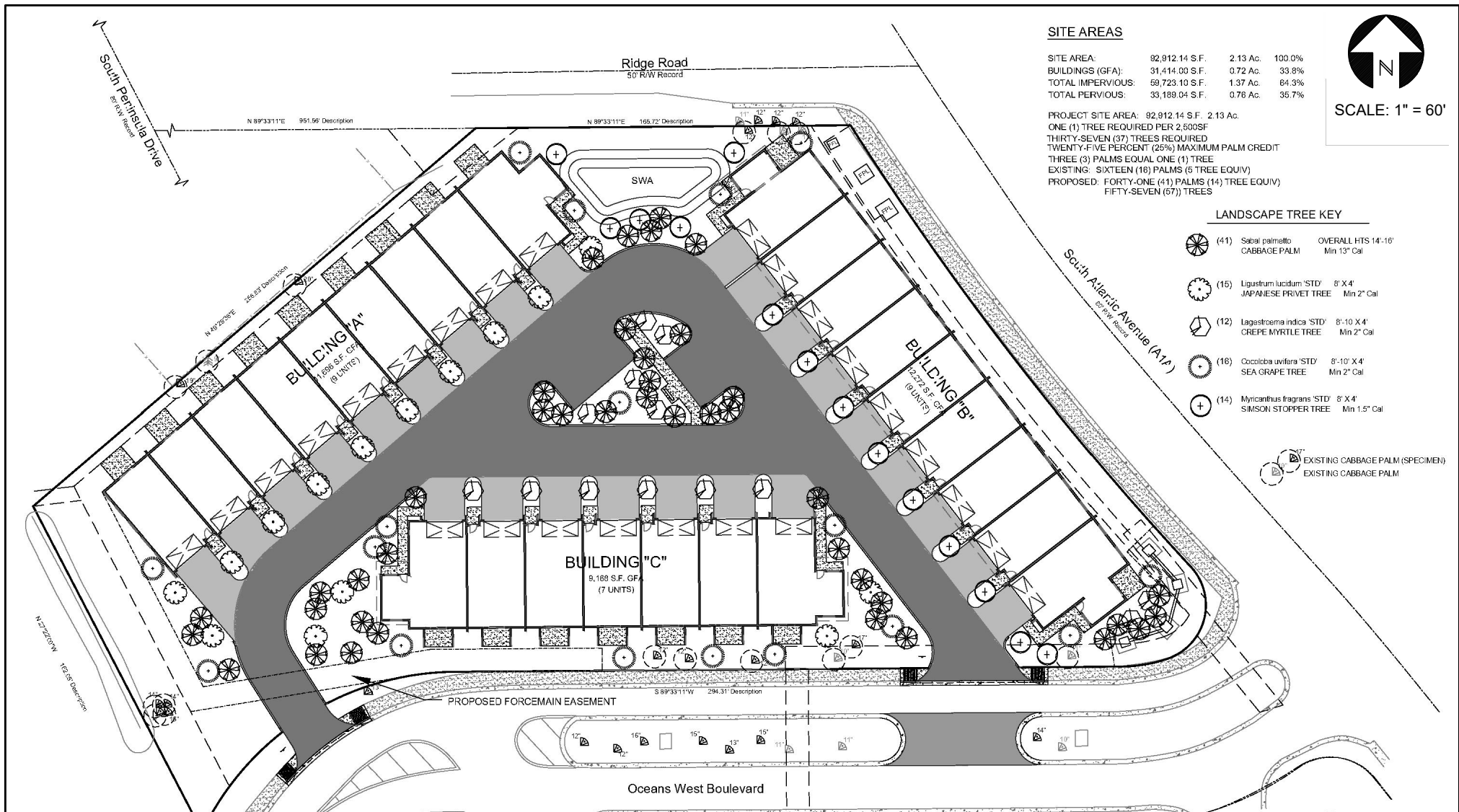
DATE: 12/18/19; 2/17/20

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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 SEPTEMBER 9, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Ordinance 2020-10: Amendment to Shores 109, LLC - City of Daytona Beach Shores Development Agreement

SYNOPSIS:

On October 9, 2019 the Daytona Beach Shores City Council approved the Shores 109, LLC - City of Daytona Beach Shores Development Agreement regarding the redevelopment of the property located at 109 Dunlawton Boulevard. The redevelopment includes site improvements and renovation of the structure, which together would facilitate the establishment of a restaurant at the location in question. On July 23, 2020 owner/developer submitted to the City a Development Agreement amendment application. According to the owner/developer, the amendment has become necessary due to budgetary constraints relative to the size and scope of the project. As such, the owner/developer is seeking to amend the Development Agreement to reduce the size and scope of certain components of the project, including the external restroom and covered outdoor dining patio, to stay within the project's budget. In addition, the owner/developer is requesting usage of the adjacent City alley for placement of a freestanding sign, stormwater retention, among other things. The overall site development, building renovation and establishment of a quality restaurant would remain targeted goals. If approved, Ordinance 2020-10 would effectuate the aforementioned.

FISCAL IMPACT STATEMENT:

The amendment will not impact the City's financial obligation (\$57,500) under the existing Development Agreement.

BACKGROUND:

OVERVIEW OF PROPOSED AMENDMENTS

Applicant/developer Shores 109, LLC is applying to amend the current Shores 109, LLC - City of Daytona Beach Shores Development Agreement regarding the redevelopment of the commercial property located at 109 Dunlawton Boulevard. As seen in the cover letter provided in the Development Agreement application, the owner/developer has had to scale down the project to fit the development budget primarily due to construction costs. The proposed substantive changes to the project, and hence the Development Agreement, are as follows:

1. Elimination of the 748sf outdoor covered patio. **NOTE:** *The design now calls for 358sf open patio with 16/4 outdoor dining seats/tables with umbrellas.*
2. Elimination of the outdoor restroom. **NOTE:** *Patrons dining inside and outside will utilize the restrooms inside the building.*
3. Elimination of the underground stormwater retention system. **NOTE:** *The replacement stormwater system will be surface retention located in the City Alley and designed to City standards.*
4. Reduction/shifting of parking closer to the building and corresponding realignment of the public cross access easement. **NOTE:** *These changes do not adversely impact the City or public's ability to access the sewer lift station or alleyway system to the north, respectively.*
5. Addition of a freestanding identification sign and ancillary features in east adjacent City alley. **NOTE:** *The City has already approved utilizing the alley for other purposes associated with this project while the developer will be giving the City a public access easement through its property for City and residential access.*

All other components of the development agreement remain the substantially the same.

OVERVIEW OF EXISTING DEVELOPMENT AGREEMENT

The subject property was last occupied by a business in 2004. The existing Development Agreement was executed by the City to foster the redevelopment of this property, which is at the City's Dunlawton Boulevard Gateway. Highlights of the existing Development Agreement include: (a) seven (7) benefits to the public, including, but not limited to, needed sewer and public access easements; (b) permitting of five (5) deviations from the City's Land Development Code; (c) providing that the applicant can utilize that portion of the public alley that is adjacent to Dunlawton Boulevard as part of the site's redevelopment; and (d) providing payment to the developer for sewer and public access easements in the amount of \$57,500.

AUTHORIZATION OF DEVELOPMENT AGREEMENT

The City Council, in its sole and exclusive discretion, may enter into development agreements with the legal and equitable owners of real property within, or properties to be annexed to the City limits of the City of Daytona Beach Shores, as authorized in Sections 163.3220 through 163.3243, Florida Statutes, as it may be amended from time-to-time and Chapter 15 of the LDC. Deviations from the provisions of the City's land development regulations may be granted as part of an approval of a development agreement when the City Council finds that such approval will result in creative planning strategies and the implementation of development approvals that enhance benefits to the public while ensuring that private property rights are protected. The City Council may also determine that vested rights have been established as to a parcel of property in the context of approving a development agreement.

DEVELOPMENT AGREEMENT CONTENT REQUIREMENTS

All applicable standards required in the development agreement are included accordingly pursuant to Sec. 15-4 of the LDC entitled "Development Agreement Content."

DEVELOPMENT AGREEMENT NOTICE REQUIREMENTS

The development agreement shall be noticed pursuant to Sec. 15-6 "Noticing Requirements" of the LDC. Evidence of the aforementioned has been provided to the City Clerk.

PLANING ANALYSIS

See attached.

PLANNING AND ZONING BOARD

On August 10, 2020 the Daytona Beach Shores Planning and Zoning Board (PZB) unanimously recommended approval of the proposed ordinance with the additional recommendation of "investigating areas for overflow parking and installing signs that state private drive and dead end in the alleyway."

Staff Comment: *The parking recommendation made by the PZB was a result of the Board's thought that parking was inadequate at the site for a restaurant. However, the proposed parking count meets City standards. In addition, at the PZB meeting, the developer conveyed that if the business demands additional parking beyond what is available on site, then arrangements will be made to address such. Subsequently, the developer has also advised that requiring off-site parking could preclude the redevelopment of the site. Lastly, if the site is redeveloped consistent with the development agreement, the City will install appropriate signage at the entrance to the dead end portion of the alleyway.*

LEGAL REVIEW:

City Attorney has reviewed and approved the ordinance. This ordinance is legally permissible.

RECOMMENDATION:

Staff recommends **approval** of Ordinance 2020-10 as presented.

SUGGESTED MOTION:

A City Council member may motion as follow:

1. "I move to **approve** Ordinance 2020-10 as presented."

OR

2. "I move to approve Ordinance 2020-10 with the following conditions..."

OR

3. "I move to disapprove Ordinance 2020-10 on the basis of..."

- ATTACHMENT:**
1. Ord 2020-10-Amendment to Shores 109 LLC DA
 2. Shores 109 LLC Development Agreement-7-31-20-SC
 3. Shores 109 DA Amendment-Application-Cover Letter
 4. DA12019025-Amendment-PLANNING ANALYSIS-7-31-20

ORDINANCE 2020-10

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO APPROVAL OF AMENDMENT TO THE SHORES 109, LLC – CITY OF DAYTONA BEACH SHORES DEVELOPMENT AGREEMENT PERTAINING TO PROPERTY LOCATED AT 109 DUNLAWTON BOULEVARD 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 NONCODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 9, 2019 the City Council of the City of Daytona Beach Shores approved the Shores 109, LLC and the City of Daytona Beach Shores Development Agreement pertaining to the development of the property located at 109 Dunlawton Boulevard; and

WHEREAS, Shores 109, LLC has requested an amendment to the subject Development Agreement to change certain components of the development consistent with increasing construction costs and reasonable investment return expectation; and

WHEREAS, Shores 109, 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 amended 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, Brendan R. Galbreath and Shannon M. Galbreath are the members of Shores 109, LLC; and

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

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

NOW, THEREFORE, 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 Shores 109, LLC are hereby adopted, ratified and affirmed.

SECTION TWO: APPROVAL OF AMENDMENT AND ENACTMENT OF DEVELOPMENT AGREEMENT.

The amended Development Agreement between the City of Daytona Beach Shores and Shores 109, 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 Shores

109, LLC, as set forth in the Exhibit to this Ordinance, and involving the subject property, are hereby ratified and affirmed.

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

- (a). The provisions of this Ordinance shall not 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). 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 enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY J. MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER **CHERI SCHWAB, CITY CLERK**

Approved as to form and legality:

GRETCHEN R. H. “BECKY” VOSE, 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 amendments to the subject Development Agreement and the provisions of this Ordinance.

SHORES 109, LLC, a Florida limited liability company.

Brendan R. Galbreath
Date: _____, 2020

Shannon M. Galbreath
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: _____

This Instrument Prepared By:

Brendan Galbreath
Shores 109, LLC
4190 Halifax Drive
Port Orange, Florida 32127

Return To:

Ms. Cheri Schwab
City Clerk
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Tax Parcel Identification Number: 533503070260

**SHORES 109 LLC/CITY OF DAYTONA BEACH SHORES
DEVELOPMENT AGREEMENT PERTAINING TO RE-DEVELOPMENT OF 109
DUNLAWTON AVENUE PROPERTY**

THIS DEVELOPMENT AGREEMENT is made and entered into on the Effective Date described below, between Shores 109, LLC, a Florida Limited Liability Company, registered and authorized to conduct business in the State of Florida, whose address is 4190 Halifax Drive, Port Orange, Florida 32127, the legal and equitable owner, 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 owner of real property located at 109 Dunlawton 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

WHEREAS, the PROPERTY OWNER and the CITY have a great interest in developing and re-developing an active and vibrant commercial business on the premises and 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 and visitors of the CITY in order that they may enjoy a high quality of life with convenient services; 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 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 with which, in practice, it is commonly used in conjunction; 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 enactment of development agreements does not offer relief from the CITY's *Land Development Code* and *Code of Ordinances* for items not specifically addressed in a development agreement; and

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

SECTION 3. SITE PLAN FOR DEVELOPMENT.

The attached conceptual site plan for development of the premises (Exhibit “B”) is 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:

(1). The development uses, including off-street parking, driveways and landscaping, as set forth on the conceptual site plan approved in Section 3 and attached as Exhibit “B”.

(2). The development uses, including off-street parking, driveways and landscaping, as set forth on the conceptual site plan attached as Exhibit “B” and approved in Section 3 comply with criteria for development approved in this Development Agreement and the applicable provisions cited in the land development regulations of the CITY applicable to the development project on the premises.

(3). 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.

(4). 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 following:

(A). The PROPERTY OWNER shall grant a permanent Sewer Utility and Access Easement to the CITY for that portion of the premises where the existing CITY sanitary sewer pump station currently sits for the benefit of the CITY and its citizens as depicted on Exhibit “C1” attached and approved in Section 3.

(B). The PROPERTY OWNER shall grant a permanent cross access and a grant of easement to the CITY for the provision of public access to adjoining rights-of-way through the premises for the benefit of the CITY and its citizens as depicted on Exhibit “C2” attached and approved in Section 3 above.

(C). The PROPERTY OWNER’s plan of development provides a significant amount of additional green area for the benefit of the CITY and its citizens as depicted in Exhibit “D”.

(D). The PROPERTY OWNER shall incorporate Commemorative Signage on the premises, at a location and of a type, style and nature set forth in the sign plan attached as Exhibit “E” to this Development Agreement, identifying the CITY and its established/incorporated date for the benefit of the CITY and its citizens. This portion of signage located on the premises shall not count towards the allowable square footage of signage allowed for the premises by *City Code*.

(E). The PROPERTY OWNER shall provide architectural enhancements to the building located on the premises for the benefit of the CITY and its citizens as depicted on Exhibit “E” attached and approved in Section 3.

(F). The development of the premises as set forth in this Development Agreement provides for an additional commercial opportunity for the benefit of CITY and its citizens by creating a new destination for dining and entertainment within the CITY, which will further enhance the economic and tourism development of the CITY.

(G). The development of the premises as set forth in this Development Agreement provides for and encourages the redevelopment and beautification of an abandoned, outmoded and unsightly commercial property at the CITY’s Dunlawton Boulevard gateway for the benefit of the CITY and its citizens.

(H). All easements to be granted, and agreements to be entered, pursuant to this Section and the Development Agreement as a whole shall be in a form approved by the City Attorney.

(5). 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*.

(6). The following deviations have been granted by the CITY with regard to the provisions of the CITY's land development regulations:

(A). The PROPERTY OWNER shall be permitted to have ~~up to 40 dining seats in a 748-square-foot~~ the outdoor dining patio area as depicted in Exhibit "B" and Exhibit "F".

(B). The PROPERTY OWNER shall be permitted to exceed the allowable square footage for signage by the exact amount of square feet of the Commemorative Signage on the premises.

(C). The PROPERTY OWNER shall not be required to provide landscape buffers on the site and terminal landscape island adjacent to vehicular use areas as depicted in Exhibit "B".

(D). The PROPERTY OWNER shall not be required to provide the minimum 15 feet wide and a turning radius of fifteen (15) feet in back up areas as depicted in Exhibit "B".

(E). The PROPERTY OWNER shall be permitted to have awnings and outdoor dining in the a front yard setback of 2 feet for the construction of an outdoor dining patio as depicted in Exhibit "B," Exhibit "E" and Exhibit "F".

(F). The PROPERTY OWNER shall be permitted to have a monument sign located in the city alley way as depicted in Exhibit "B".

(b) The City agrees to the following relative to the development of the premises associated with the plan of development set forth in this Development Agreement:

(1). The CITY shall enter into a right-of-way use agreement with the PROPERTY OWNER to permit the desired mix of private and public use within the adjoining alleyways as depicted in Exhibit "B" attached and approved in Section 3.

(2). The CITY shall not assess the CITY's portion impact fees that would otherwise be assessed upon the PROPERTY OWNER, but has no control over impact fees that may be subject to payment to other entities of government.

(3). The CITY shall waive site plan and development agreement fees.

(4). The PROPERTY OWNER shall receive a \$57,500 payment for the ~~sanitary sewer and public access easements depicted on Exhibit "C"~~ Sewer Utility and Access Easement and the Public Cross Access Easement as depicted in Exhibit "C1" and Exhibit "C2", respectively, at the issuance of a certificate of occupancy for the plan of development set forth in this Development Agreement.

(5). The CITY and PROPERTY OWNER acknowledges that the future tenant is eligible under the plan of development set forth in this Development Agreement for a 3-year lease subsidy per the CITY's 30%/20%/10% lease subsidy program subject to the program's requirements and limitations.

SECTION 5. 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.

SECTION 6. 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 7. 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 8. HEADINGS/CAPTIONS.

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

SECTION 9. FORCE MAJEURE.

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

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

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

(b). This Development Agreement touches and concerns the premises

and shall run with the land and shall be binding upon and inure to the benefit and burden of the parties hereto and their respective successors and assigns.

SECTION 11. EXHIBITS.

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

SECTION 12. 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 13. 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 14. 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 15. 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 16. 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:

Brendan Galbreath

Shores 109, LLC
4190 Halifax Drive
Port Orange, Florida 32127

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

SECTION 17. 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 18. 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 19. 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, in the CITY's sole discretion, 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, in the CITY's sole discretion, 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.
- (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 20. THIRD PARTY BENEFICIARIES/TRANSFERABILITY.

- (a) The CITY shall not be liable to any person, firm or corporation who contracts with or provides goods or services to the PROPERTY OWNER in connection with services provided by the PROPERTY OWNER to the CITY; and there is no contractual relationship, either expressed or implied, between the CITY and any other person, firm, or corporation supplying any work, labor, services, goods or materials to the PROPERTY OWNER as a result of its services to the CITY hereunder. This Development Agreement is solely for the benefit of the formal parties to this Development Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any other third party not a formal party hereto. Nothing in this Development Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Development Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns as set forth herein.

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

SECTION 21. 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 22. 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 23. 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 five (5) years, 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 shall 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 24. 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:

Gretchen R.H. Vose, City Attorney

ADDITIONAL SIGNATURE PAGE FOLLOWS:

Witnesses:

PROPERTY OWNER/SHORES 109 LLC

Printed Name

By: _____
Brendan Galbreath
Managing Member

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

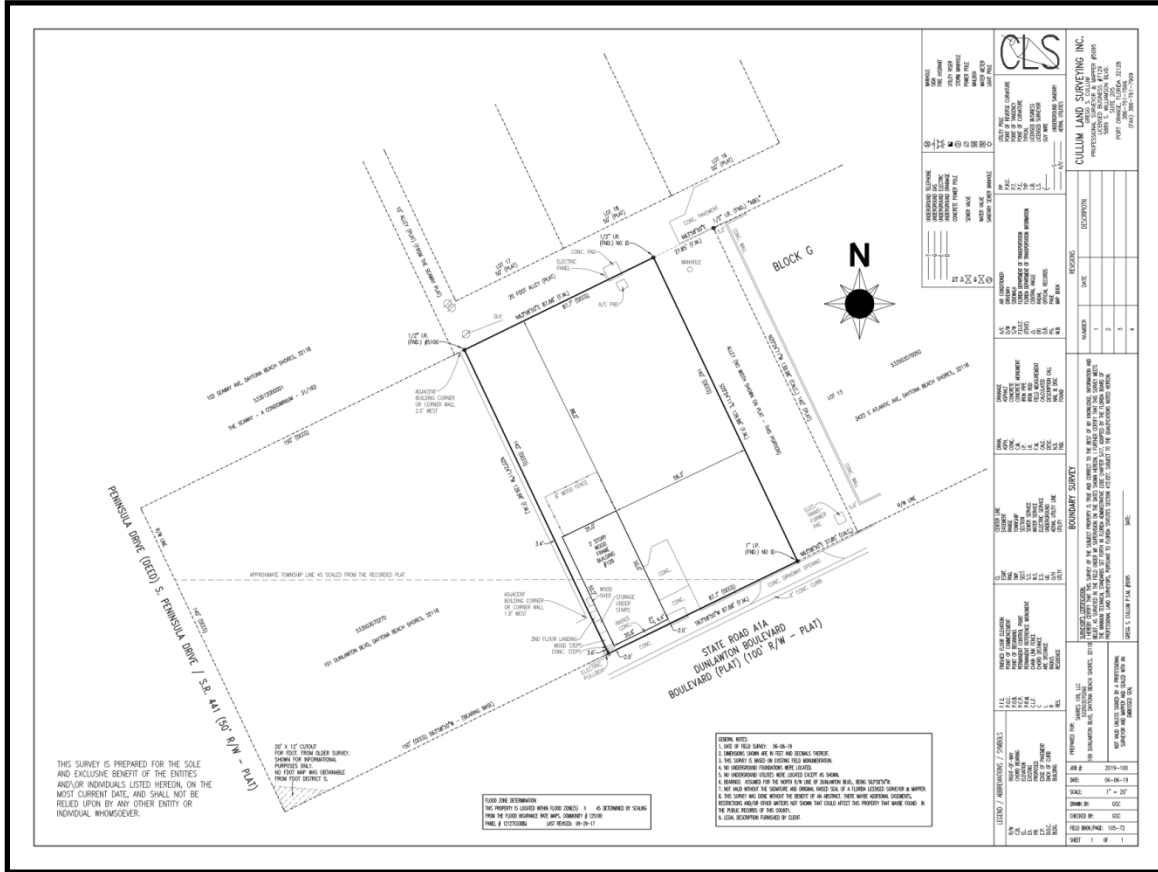
Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2020.

(Affix Notary Seal)

Notary Public; State of Florida
Print name: _____

Exhibit "A"

LEGAL DESCRIPTION



THE SOUTH 140 FEET OF THE EAST 87.7 FEET OF THE WEST 237.7 FEET OF BLOCK G, EAST OF PENINSULA DRIVE AND INCLUDING LAND ADJOINING SOUTH OF TOWNSHIP LINE, MAP OF VAN VALZAH SUBDIVISION, PORT ORANGE BEACH, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 130, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONCEPT SITE PLAN

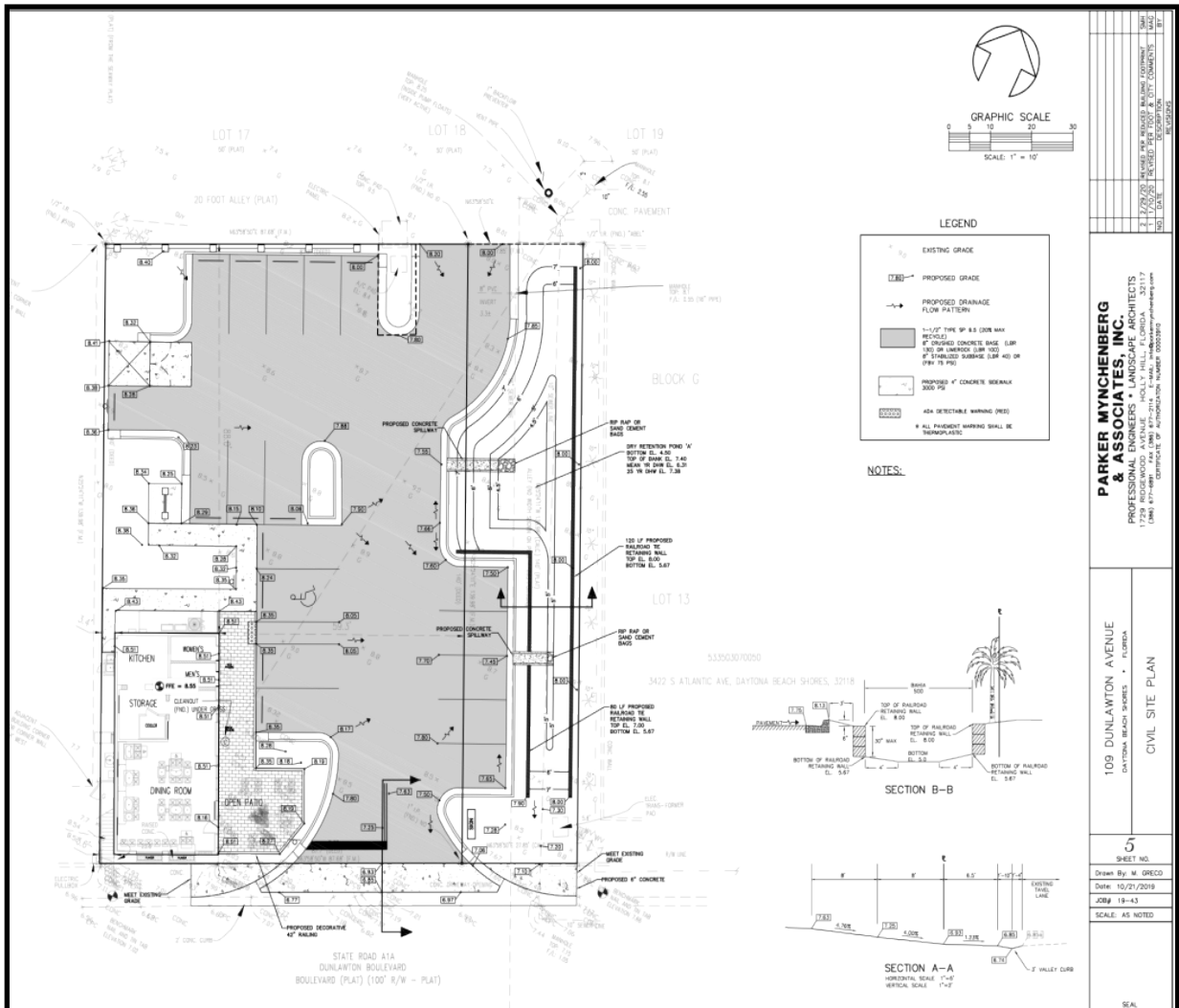


Exhibit "C1"

Sewer Utility and Access Easement

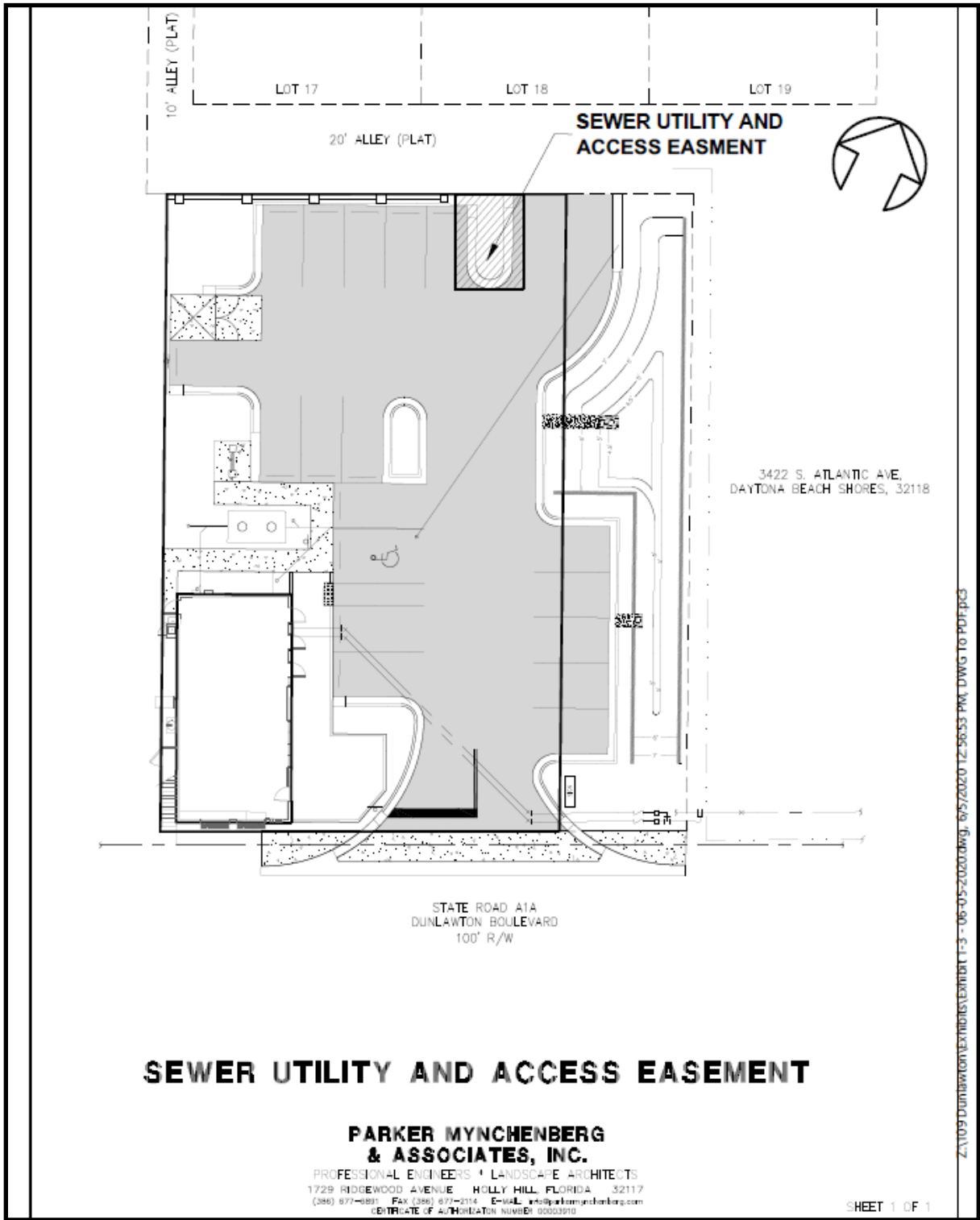


Exhibit "C2"

PUBLIC CROSS ACCESS EASEMENT

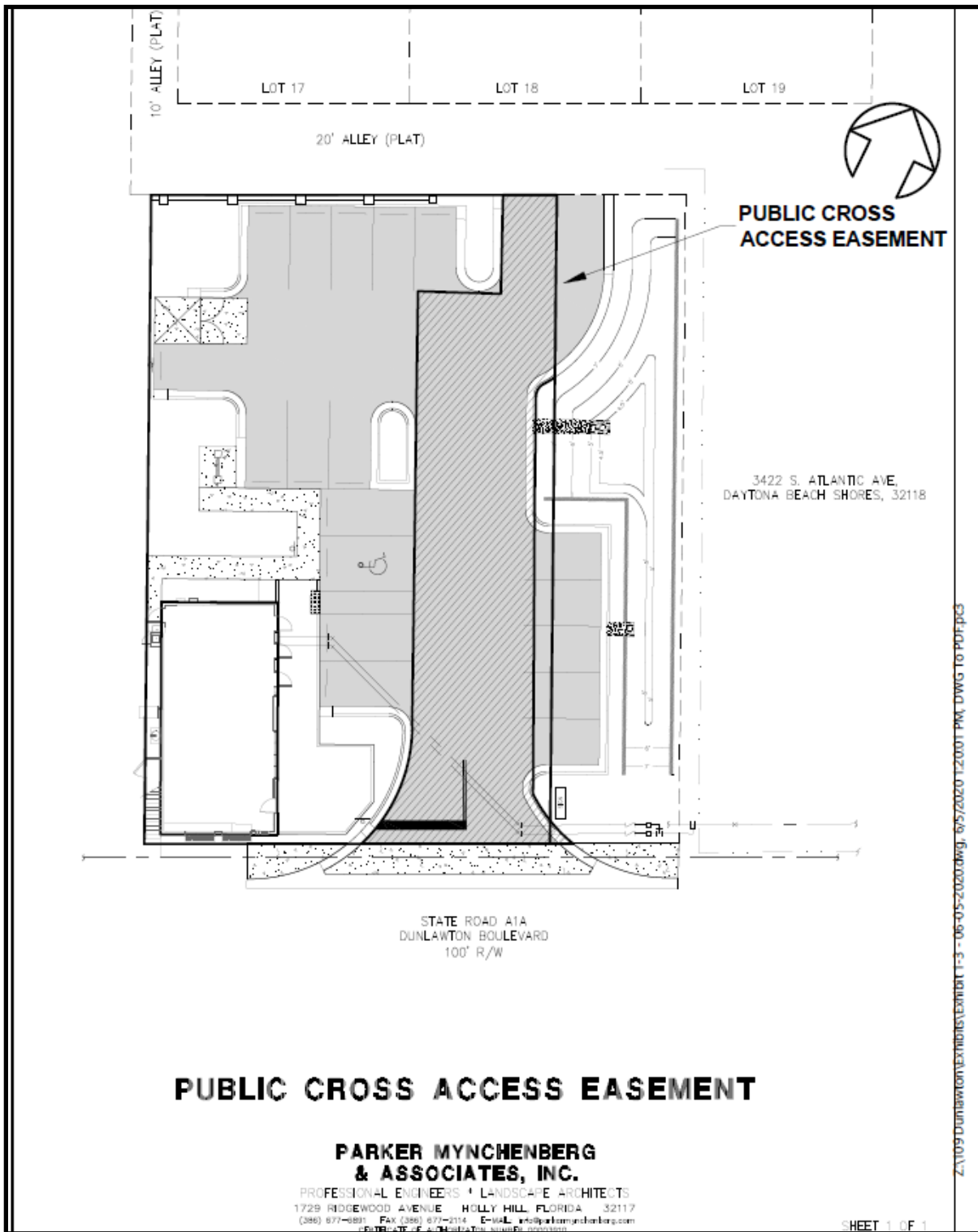


Exhibit "D"

LANDSCAPE PLAN

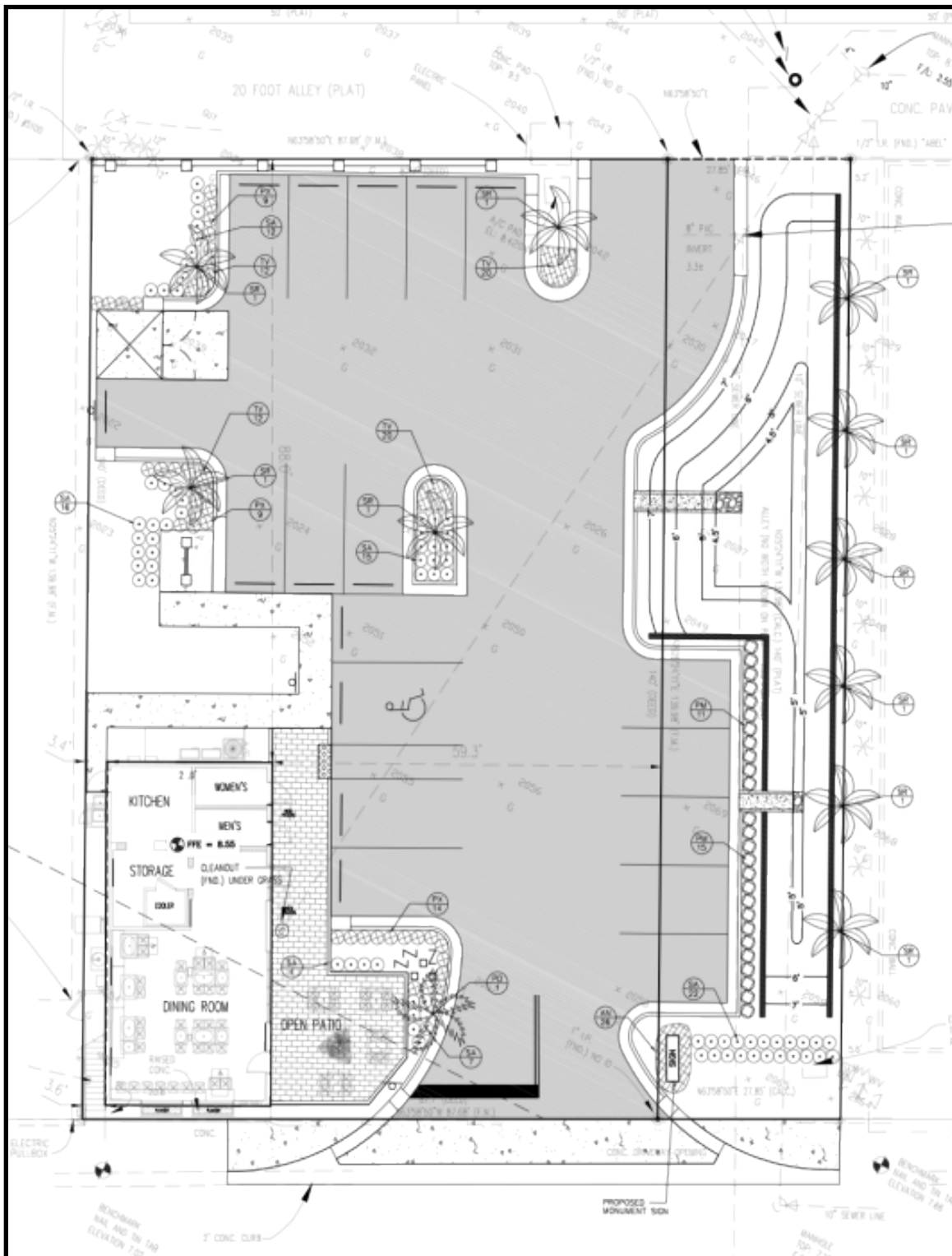


Exhibit "E"

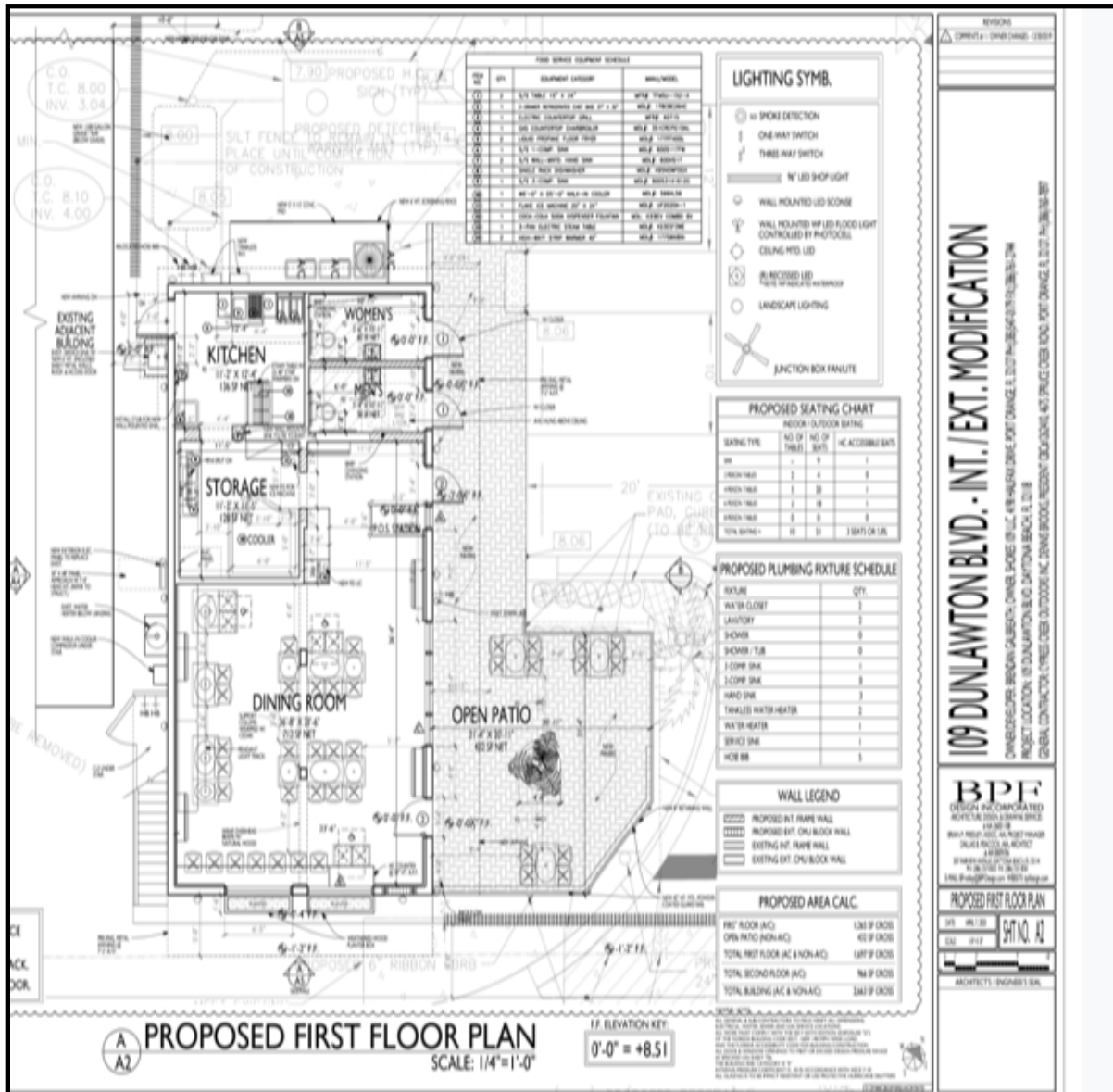
COLOR RENDERING

NOTE: Signage are indicative of style and placeholders only



Exhibit "F"

FLOOR PLAN





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

12020022

521887

RECEIVED

JUL 23 2020

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

APPLICATION TO ENTER INTO/AMMEND A NON-PUD DEVELOPMENT AGREEMENT

The Undersigned Applicant requests the City Council to decide upon this application in accordance with Daytona Beach Shores Ordinance 2013-10.

FEES MUST BE PAID AT THE TIME THE APPLICATION IS SUBMITTED

Date Submitted: 7/20/2020 Current Zoning: _____

Applicant's Name: Shores 109 LLC

Address: 109 Dunlawton Blvd. Phone #: 386-547-0179

Representative: Brendan Galbreath

Address: 4190 Halifax Dr. Port Orange, FL 32127 Phone #: 386-547-0179

Email: quintcattfish1@aol.com

Property Address & Parcel ID: 109 Dunlawton Blvd / 533503070260

Property Owner: Shores 109 LLC

Legal Description of Property:

The South 140 Ft of the East 87.7 Ft of the West 232.7 Ft of Block G,
East of Peninsula Dr and Including Land Adjoining South of Township Line,
Mps of Van Volzoh Subdivision, Port Orange Beach, According to the Map or
Plat Thereof as Recorded in Plat Book 4, Page 130, Public Records of Volusia County, FL

Brendan Galbreath
Applicant's Signature

7-20-2020
Date

7-20-2020

Re: 109 Dunlawton Blvd Development Agreement Amendment

For the 109 Dunlawton Blvd. project, we have had to pull back and redesigned the project to fit into the appropriate budget. The prior plan and approved Development Agreement proved to be too costly to construct. Specifically, the underground retention, the addition of the new restroom building and the large outdoor patio roof structure proved to be significantly more costly than expected.

We have redesigned the parking layout/site plan to include surface retention, pulled the bathrooms back into their existing location and removed the patio roof structure, while leaving outdoor patio dining with tables and umbrellas. The functioning elements of the property will still be the same, only in a reduced form. Parking spaces were reduced to coincide with the reduction of outdoor seats and the restrooms will be the same 2 as proposed while being located within the existing structure. In addition, the redesigned parking layout has the monument sign located within the city alley way.

A snap shot of the proposed changes to the current Development Agreement are...

...redesigned parking layout/site plan reducing the number of parking spaces, locating the surface retention within the existing city alley way and locating the monument sign within the same city alley way.

...redesigned floor plan to include restrooms under existing roof area

...a reduced outdoor patio dining area without a roof structure

I am available anytime to discuss the project and answer any questions. I hope staff as well as the Planning and Zoning Board and City Council will support the redesigned project in the same manner as they support the prior design.

Sincerely,

Brendan Galbreath

Member, Shores 109 LLC

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Summary

Land & Agriculture

Bldg(s) - Residential

Bldg(s) - Commercial

Misc Improvements

Bldg(s) - Sketch

Values

Permits

Map

Pictometry

Altkey: 3464176

SHORES 109 LLC

Parcel ID: 533503070260

109 DUNLAWTON BLVD, DAYTONA BEACH SHORES

Parcel

Short Parcel Id 533503070260
 Property Location 109 DUNLAWTON BLVD, DAYTONA BEACH SHORES, 32118
 PC Code 2100 - RESTAURANT
 Total Bldgs 1
 Neighborhood 7360 - PORT ORANGE/DBS- DUNLAWTON
 Business Name
 Homestead Property No

Primary Owner

Owner SHORES 109 LLC
 In Care Of
 Mailing Address 4190 HALIFAX DR
 PORT ORANGE FL 32127
 Change Mailing Address Online

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	SHORES 109 LLC		100	FS - Fee Simple

Legal

Millage Group 403-DAYTONA BEACH SHORES
 Legal Description S 140 FT OF E 87.7 FT OF W 237.7 FT OF BLK G E OF PEN DR & INC LAND ADJ S OF TWP LINE PORT ORANGE BEACH MB 4 PG 130 PER OR 4276 PG 5000 PER OR 5622 PG 4196 PER OR 6142 PG 2428 PER OR 6154 PG 2912 PER OR 6865 PG 3355 PER OR 7573 PG 3658-3659 PER OR 7694 PG 563
 Map TWP-RNG-SEC 15 - 33 - 35
 Subdivision-Block-Lot 03 - 07 - 0260
 Date Created 29-DEC-81
 Year Annexed

Sales

Book/Page	Instr Type	Inst #	Sale Date	Vlt	Sale Price
7694 / 0563	WD-WARRANTY DEED	2019094830	05/13/2019	I	\$375,000
7573 / 3659	WD-WARRANTY DEED	2018146064	07/19/2018	I	\$165,300
7573 / 3658	QC-QUIT CLAIM DEED	2018146063	05/31/2018	I	\$100
6865 / 3355	QC-QUIT CLAIM DEED	2013107568	05/22/2013	I	\$100
6154 / 2912	QC-QUIT CLAIM DEED	2007255555	10/30/2007	I	\$100
6142 / 2428	WD-WARRANTY DEED	2007236244	10/10/2007	I	\$490,000
5622 / 4196	WD-WARRANTY DEED	2005217066	08/03/2005	V	\$325,000
4276 / 5000	WD-WARRANTY DEED	1998025594	01/15/1998	I	\$150,000
4074 / 2150	WD-WARRANTY DEED	1996017277	01/15/1996	I	\$100
4074 / 2148	WD-WARRANTY DEED	1996017276	01/15/1996	I	\$100
4074 / 2146	WD-WARRANTY DEED	1996017275	01/15/1996	I	\$100

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DA12019025 PLANNING ANALYSIS

(1) DEVELOPMENT PROPOSAL

The development site is 88' (frontage) x 140' (depth) or 0.28 acres and located at 109 Dunlawton Boulevard (**Figure 1** below). The applicant/owner is seeking to redevelop the site by remodeling the existing two-story building on site. The existing grandfathered residential apartment on the second story will remain and has already been remodeled while the first floor will be used as a restaurant. An open outdoor patio is proposed in conjunction with the restaurant. In addition, the building façade will be upgraded and the parking lot will be repaved and combined with a portion of the eastern city alley, which connects to Dunlawton Boulevard. The alley in question will also be used for stormwater retention and housing an offsite monument sign, among other things.

Figure 1: Aerial View Development Site



Source: CONNECTExplorer, 2019

According to the development agreement concept plan, the site will maintain access from Dunlawton Boulevard. Eighteen parking spaces will be provided, of which one (1) will be ADA accessible as required. At present, the entrance to the public alley from Dunlawton Boulevard is closed with concrete curbing and blocked by an electric transformer and decorative lamp pole (**Figure 2**). Therefore, residents on the north side of the alley

currently utilize the owner's property for vehicular access. To address this issue, the owner is proposing a cross access easement to the public through the property for continued vehicular access and requesting usage of adjacent eastern alley for parking and landscaping (**Exhibit B**).

Figure 2: Street View of Dunlawton Boulevard Alley



Source: GoogleMaps 2019

(2) VARIANCES

Staff has reviewed a detailed site plan for the property development. No variances have been granted. Inconsistencies with the LDC are being addressed through the deviation process of the subject development agreement. It should be noted if the owner/applicant elected to address the above issues via the variance process, the public benefits noted in Section 4 of the agreement may not have been offered to the community.

(3) STAFF AND BOARD REVIEW

COMMUNITY SERVICES – Fred Hiatt, Director / Building Official

The Director has reviewed the development agreement and his comments have been addressed.

PUBLIC WORKS – Brian Edwards, Deputy Director / Facilities Superintendent

The Facilities Superintendent has reviewed the development agreement and has no comments.

PUBLIC SAFETY – Fire Division

The Fire Division has reviewed the development agreement has no comments.

ENGINEERING – Burl Reardon, P.E. - Tetra Tech HAI

Engineering review is not required for this process. However, the City Engineer has reviewed the detailed site plan and his comments have been addressed.

PLANNING AND ZONING BOARD

Pending....

(4) PUBLIC PURPOSE/BENEFITS & LAND DEVELOPMENT CODE DEVIATIONS

As seen in Sec. 4(a)(4) the Development Agreement, the owner/developer will provide eight (8) additional public benefits to the City and community of Daytona Beach Shores. These contributions are not required by the City's LDC and are being provided voluntarily by the owner. In addition, the conceptual site plan shows a need for six (6) deviations from the City's LDC. These deviations are not anticipated to be harmful or injurious to the development or surrounding neighborhood and are only required so that the applicant/developer would have the ability to develop the site into a successful commercial establishment consistent with the City's economic development program goals and objectives.

(5) FINDINGS

(a) CONSISTENCY WITH THE COMPREHENSIVE PLAN UPDATE 2030

According to the City's Adopted Comprehensive Plan (2030) Future Land Use Map, the future land use (FLU) classification of the subject property is Retail/Service Commercial. Said FLU classification allows commercial uses such as the proposed fellowship restaurant development. The proposed use and plan also meet all relevant comprehensive plan policies. Therefore, the proposed development is consistent with the City's Adopted Comprehensive Plan (2030) and the designated FLU classification.

(b) CONSISTENCY WITH THE LAND DEVELOPMENT CODE

The subject property is zoned "GC-2 Retail/Service Commercial" District. The proposed restaurant development is listed as a permitted principal use in the "GC-2" District pursuant to Sec. 14-23 of the City's LDC. Save the proposed deviations listed in the

development agreement, the proposed conceptual site plan substantially meets the development standards contained in the GC-2 District and LDC. Further, a formal site plan review of the development has occurred to demonstrate consistency with stormwater and other site plan development standards.

(c) REQUIRED AMENDMENTS TO THE COMPREHENSIVE PLAN AND/OR LAND DEVELOPMENT CODE

There are no required amendments to the City's adopted Comprehensive Plan and/or the City's Land Development Code necessary for the project to be approved.

(6) CITY CONTRIBUTION

In order to facilitate and incentivize the redevelopment of the site and in exchange for the sanitary sewer pump station easement and public cross access easement, the owner/developer is proposing that the City make contributions outlined in Sec. 4(b) of the Development Agreement. By way of the City contributions, the City will be gaining easement access to the pump station, which encroaches on the owner's property, as well as a cross access easement for usage by the City sewer staff and City residents who currently traverse the owner's property to access the City sewer lift station and the rear of their Seaway Avenue properties, respectively.

The City's contributions include: (1) permitting the owner/applicant to utilize the City's alley by means of a right-of-way use agreement for, among other things, stormwater retention, establishment of a freestanding identification sign, parking and landscaping; (2) not assessing City impact fees; (3) waiver of site plan and development agreement fees; (4) payment for Sewer & Public Cross Access easements in the amount of \$57,500; (5) City and Property owner acknowledging that the future tenant is eligible for lease subsidies subject to the limitations of the City's Economic Development Program.



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 9, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Stewart Cruz, City Planner
PREPARED BY: Stewart Cruz, City Planner
SUBJECT: Ordinance 2020-11: Temporary Promotional Activities

SYNOPSIS:

At the August 25 City Council meeting, the City Council directed staff to agendize the Temporary Promotional Activity (TPA) ordinance, formerly Ordinance 2020-03, for their consideration. The original TPA ordinance was approved by the City Council in February of this year and sunsetted in May.

Highlights of Ordinance 2020-11 include, but are not limited to:

1. Designed for hotel and commercial properties to promote grand openings, product displays, sales, etc, associated with the business.
2. Limited to 21 calendar days per year (minimum of 3 days per activity).
3. Activity hours restricted to 7am to 10pm and subject to the City's noise regulations.
4. Permit application and fee required 10 days prior to activity.
5. Outdoor alcohol sales and consumption limited to public food establishments with outdoor dining permit.
6. All merchandize must be located under tents, not to exceed 500 square feet.
7. Activity shall not impede or obstruct pedestrian or vehicular traffic, fire lanes, sidewalks, etc.
8. Activity limited to 2 banners and 1 TPA accessory.
9. Activity components must be secured overnight or when not in use.
10. Activity shall not create public nuisance or hazard and must not jeopardize public health, safety or welfare.

Proposed Ordinance 2020-11, if approved, does not have a sunset provision, however, if needed, could be amended or repealed in the future.

FISCAL IMPACT STATEMENT:

Adopting this ordinance may result in a minimal increase in permit receipts.

BACKGROUND:

Ordinance 2020-11 (attached), formerly Ordinance 2020-03, was originally drafted at the request of a business owner seeking to have an outdoor promotional activity, including a tent, during Bike Week earlier this year. The ordinance was approved in February 2020 for 60 days. However, during that time period only one TPA application and event was approved and conducted, respectively. The event took place during Bike Week and no complaints were received by the City.

Due to the current economic climate, Mayor Miller asked that this item be revisited. At the August 25, 2020 City Council meeting staff was directed to agendaize the TPA ordinance for an effective date in October.

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. If necessary, the ordinance could be amended or repealed in the future.

LEGAL REVIEW:

This ordinance is approved as to form and legality.

RECOMMENDATION:

In January 2020, the Planning and Zoning Board unanimously recommended approval of the original TPA ordinance. No substantial changes have been made to the current TPA ordinance.

The City Council directed staff to bring forward the TPA ordinance for their consideration, without the sunset provision.

SUGGESTED MOTION:

A City Council member may move as follow:

"I move to approve Ordinance 2020-11 as presented."

OR

"I move to approve Ordinance 2020-11 with the following conditions or amendments..."

OR

"I move to deny Ordinance 2020-11 on the basis of..."

ATTACHMENT: 1. Ordinance 2020-11-Temporary Promotional Activity-SC-9-1-20

ORDINANCE 2020-11

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:

GRETCHEN R. H. "BECKY" VOSE, CITY ATTORNEY

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

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



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 9, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Gwyn Herstein, Code Enforcement Coordinator

PREPARED BY: Gwyn Herstein, Code Enforcement Coordinator

SUBJECT: Consideration of Request for Reduction/Rescission of Code Enforcement Lien for 137 Sunrise Blvd. (2042 S. Atlantic Ave.)

SYNOPSIS:

This property was sent before the Special Magistrate in January 2020, and the property owner, Levi Shabtai, was given until March 16th to bring the property into compliance. No violations were fully corrected by the compliance date, most were corrected by April 17th, and full compliance was achieved on May 22nd. Special Magistrate deLaroche reduced the total accrued fines from \$16,500.00 to \$9,700.00 at the July 15th hearing because most of the violations had been brought into compliance before the final compliance date. According to the reduction order, the reduced fine amount plus total administrative fees of \$277.85 must be paid by November 12th, or the fine will revert to the original \$16,500.00 amount plus fees. Mr. Shabtai hereby seeks a further fine reduction from the City Council, from \$9,700.00 to \$2,000.00.

FISCAL IMPACT STATEMENT:

Dependent upon council action.

BACKGROUND:

In the building on this property, The Psychic Shop, occupies the east side and an empty commercial space is to the west. The empty west space was used briefly as an office until early 2016 and was a bike shop at times before that. The parcel was found in violation in September 2019, with violations like deteriorated paint, holes in the parking area, and weeds over 12" high. Mr. Levi Shabtai, who is the property owner, and his wife had a prospective tenant investigating grants and incentives to refurbish the exterior of the property and the interior of the west space. Unfortunately, no lease agreement could be reached between them. As no steps had been taken to rectify any of the violations, the case was sent before Special Magistrate deLaroche on January 15, 2020. The property owner was given until March 16th to fix the violations. Some work was begun, but no violations were fully corrected by the compliance date, so fines began to accrue at \$250.00 per day. Most violations were corrected by April 17th, and full compliance was achieved on May 22nd, which was when the daily fine stopped. At the July 15th special magistrate meeting, the property's total accrued fines of \$16,500.00 were reduced to \$9,700.00. Special Magistrate deLaroche mathematically approached the reduction based on all but two violations being rectified by April 17th,

which was over a month before the property was brought into full compliance. According to the order issued at said meeting, the reduced fine amount and total administrative fees of \$277.85 must be paid by November 12th, or the fine will revert to the original amount of \$16,500.00 plus administrative fees. As the Shabtais felt this reduction insufficient, Mr. Shabtai currently seeks a further fine reduction from the City Council, from \$9,700.00 to \$2,000.00.

Though the property has been found in violation previously by the Code Enforcement Board, there are no other code enforcement fines or fees owed at this time. This is the only property in Daytona Beach Shores owned by Mr. Shabtai.

Mr. Shabtai and his wife have expressed that they do not feel comfortable travelling during the COVID-19 pandemic. They have respectfully requested to be heard by phone and have agreed to utilize the Zoom platform. The Shabtais generally do not use the internet and do not plan to be available by video for this meeting.

LEGAL REVIEW:

This reduction in fine is legal and is up to the reasonable discretion of the City Council.

RECOMMENDATION:

If desired, we will provide a recommendation after hearing from Mr. Shabtai, however, the stated and working purpose of code enforcement staff is to gain compliance, which has been achieved.

SUGGESTED MOTION:

- ATTACHMENT:**
1. 1 Request for Code Enforcement Lien Reduction by City Council Form
 2. 2 Code Enforcement Case Notes
 3. 3a Property Overview Picture
 4. 3b Limited Before and After Pictures
 5. 4 Code Enforcement Findings of Fact dated Jan 15, 2020
 6. 5 Code Enforcement Order Imposing Fine Lien dated July 15, 2020
 7. 6 Property Owner Request for Reduction to Special Magistrate received July 13, 2020
 8. 7 Code Enforcement Order on Request for Reduction Rescission of Fine by Special Magistrate dated July 15, 2020



CITY OF DAYTONA BEACH SHORES
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Office 386-763-5330 Fax 386-763-5370

RECEIVED
AUG 31 2020
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

REQUEST FOR REDUCTION/RESCISSION
OF CODE ENFORCEMENT LIEN BY CITY COUNCIL

I hereby request consideration for the code enforcement lien associated with the following property:

Address of Property Subject to the Lien: 137 Sunrise Blvd and 8042 South Atlantic Beach

County Tax Parcel ID #: 5316-18-00-0310 Property Owner: LEVI SHABTAI

Contact Name: LEVI SHABTAI Contact Phone Number: 718-368-1054

Current Amount of Lien: \$ 9,700.00 plus Board Approved Administrative Costs: \$ 277.85

Check one of the following statements:

☐ I hereby request that said lien be rescinded in full.

☒ I hereby request that the lien be reduced to the amount of \$ 2,000.00

If requested reduction is granted, I agree to pay in full by the following date: 09-16-2020

Code Enforcement Case Number: CDEF 2019-51 (CDEF number)(One application per case #)

Date the Property Became Compliant*: May 22, 2020

*Note: Cases will not be considered for lien reduction or rescission unless all violations have been corrected and record of such is on file with the Code Enforcement Board.

Specific reason(s) the lien reduction or rescission should be granted: I have contacted numerous contractors as early as the beginning of February 2020. I hired Steven Van Hornem in early February 2020. I was promised the work would be completed by March 15, 2020.

Specific reason(s), if any, that compliance was not accomplished by the violator/property owner prior to the order of penalty or fine being recorded: I was promised the work would be completed by March 15, 2020 by the hired contractor. I ask that the City of Daytona Beach considers

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AUG 31 2020
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

The unfortunate delays we encountered and the state of the coronavirus when reviewing my case and ultimately remove the penalties on the property. Thank you.

I certify that the information supplied in this application is true and correct.

Levi Shabtai
Property Owner/Representative Signature

LEVI SHABTAI
Printed Name

State of New York, County of Kings
Sworn to and subscribed before me this 25th day of August, 20 20, by
Levi Shabtai who is personally known to me or has produced

V. Aish
Notary Public

VLADIMIR NIKHMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02NI6290938
Qualified in Kings County
My Commission Expires 10-15-2021

Attention Property Owner/Representative: The following must be submitted along with this Request:

- A copy of the *Order on Consideration for Reduction or Rescission of Fine* issued by the code enforcement office ✓
- Payment in the amount of \$191.00 for administrative costs associated with the application process (These costs are non-refundable without regard to the final disposition of the application.) ✓ 8-31-20 ck # 2356
- Document authorizing specific representation of the property owner IF the above-signed property representative is not the property owner of record or officer of the company that is the property owner of record (as listed by the appropriate state's Division of Corporations website). None (Blank documents are available in the Code Enforcement Office)
- Submit this form and accompanying documents to the Code Enforcement Office on the 2nd floor of City Hall. (Documents can be notarized at the Code Enforcement Office with proper ID)

Official Use Only:

1. Compliance date, fine amount and Board-approved administrative costs verified, threshold criteria met, and representative's standing confirmed with Code Enforcement Office? Comments: All listed information is correct. As per 7-15-20 Special Magistrate Order, if reduced fines of \$9,700.00 plus admin. fees of \$ 277.85 are not paid by 11-12-20, fines revert to \$16,500.00 + fees
 2. Date submitted to City Manager: by Civic Clerk Letter of denial dated: ____/____/____ (If applicable)
 3. Date determination made by City Council: ____/____/____
- Results of Lien Consideration: (fines & Board-approved administrative costs)
Rescinded ____
Continued in full ____
or Reduced to \$ _____

4. Returned to Code Enforcement Office for processing: ____/____/____

Code Enforcement Case Follow-up Summary

Name: Levi Shabtai

Address: 137 Sunrise Blvd. (2042 S. Atlantic Avenue) in Daytona Beach Shores, FL

Case #: CDEF2019-51

Parcel ID #: 5316-18-00-0310

In Violation of: *The Code of Ordinances of the City of Daytona Beach Shores*, Chapter 13, Section 13-5. & Appendix "G", Chapter 14-52.9.(B)(14) & (16) and (D)(1), (2), (3), (7), & (9).

- a) Weeds over 12" high in places on the property
- b) Parking areas are not free of refuse and debris in the form of dried vegetation, extra curb stops, and fallen brick façade
- c) Parking areas are not being maintained to be free of holes and cracks, allowing encroaching weeds
- d) West-facing exterior wall is not protected by a weatherproof coating in areas where brick façade has fallen off
- e) West-facing, wood door frame is unprotected by paint
- f) Exterior paint is discolored and streaked with rust and mildew, multiple building faces
- g) Buildings do not "present a neat and fresh appearance" in that surfaces are streaked and discolored
- h) West building face does not "present a neat and fresh appearance" in that brick façade is missing from a large section and a piece of the decorative sill is missing
- i) Roof parapet trim is deteriorated, east building face
- j) Vent pipe is rusted and deteriorated, north building face
- k) Multiple curb stops are cracked and in disrepair, some are taped back together
- l) Wires are loose on north building face
- m) Roll of wire on ground at base of pole is a non-functional element, south building face
- n) Retaining walls near north property line and northeast corner are not "maintained in a painted, rust-free, cared for appearance"
- o) Light fixture is broken near door, west building face, wire exposed
- p) Paint on base of main business sign is streaked and discolored

August 27, 2019 – After an inspection of the property, a Notice of Violation was generated and mailed to the Respondent by Certified Mail. The USPS website shows a delivery date of October 1st to the property owner in New York City.

October 25, 2019 – Potential tenants for the west part of this property, Summer and Steve, came into the office to discuss the business incentives available and the violations listed on the Notice Mr. Shabtai had received. They said that, were they to work out an arrangement with the property owner (a satisfactory lease), they would be rectifying the violations for him, now and moving forward. We discussed the violations in some detail and they said they were currently looking for an architect to draw up plans for their build-out. They came in a few additional times to discuss the business incentives. Each time they told me they had not yet agreed on lease terms with the property owner.

November 1, 2019 – The property owners, Mr. and Mrs. Shabtai, called to ask a few questions. Plans Examiner Steve Edmunds and I spoke with them together on speakerphone. Steve verified they'd need an A/C, ductwork, and drywall placed before the west side could be occupied. Steve told them that a restroom needs to become ADA compliant while remodeling and that an architect would be needed to design for the indented use. Mr. Shabtai asked who was in charge of fixing the outside of the building and we told him that, while he should check the terms of his lease with his current tenant, non-compliance with City codes inside and outside is ultimately his responsibility as the property owner.

December 2, 2019 – I re-inspected the property and found that no violations had been corrected. I checked with City Planner Stewart Cruz to see if any grant applications had been submitted. He was in regular contact with the potential tenants of the property and was expecting a submission soon.

December 30, 2019 – After re-inspecting, re-evaluating, and finding that no violations had been corrected and no applications submitted, I called Steve, the potential future tenant, and was told that a stalemate had been reached. They had not been able to agree on terms for a lease.

January 2, 2020 – I prepared a Statement of Violation/Request for Hearing and Notice of Hearing and sent them by Certified Mail. The USPS website shows the delivery date of January 8th to the property owner.

January 13, 2020 – Marie Shabtai called. She thought the new tenants were going to take care of everything. Her husband had been in the hospital and was not up for travelling. He was hoping for 60-90 days to fix the violations.

January 15, 2020 – Property was brought before the Code Enforcement Special Magistrate for an Initial Hearing, was found in violation, and was given until March 16, 2020, to become compliant or fines of \$250.00 per day would begin. Also, administrative fees of \$140.98

were imposed. The *Findings of Fact, Conclusions of Law and Order* doc was emailed to the Respondent.

January 29, 2020 – Looking at a list of contractors who'd pulled permits in Daytona Beach Shores in the last five years, Mr. and Mrs. Shabtai called and asked me to tell them which contractor was better, Jim Bass or Todd Buttrey. I told them I could not choose one for them but could give them facts. I did some quick research with them on the phone. Each had pulled exactly 16 permits in DBS since the beginning of 2013, each had failed one inspection, and only one had to reinstate a permit in that timeframe. They were quite similar judged by those stats.

Later that day, Contractor Todd Buttrey called and asked if I could send him a list of the violations. He had some questions and asked if I could meet him at the property. I did the next day and we went over the list, violation by violation. He pointed out that some of the curb stops identified in Violation k) , the ones along the south side of the building, looked like they might be City Right-of-Way. Embarrassedly, I told him he was right and we'd fix those. City employees had them replaced and painted within a few business days. Violation k) now only referred to the parking spots south of the building.

February 4, 2020 – Todd Buttrey called and asked if he could just remove the damaged brick façade and paint. Plans Examiner Steve Edmunds told him it would be necessary to stucco before painting because of the uneven surface left by the old façade adhesive.

February 11, 2020 – Todd Buttrey submitted a permit application for this job. It was complete except that it needed the property owner's signature. He said he'd sent to them in New York and was waiting.

February 12, 2020 – Bayshore Electric, who works frequently with Todd Buttrey submitted an electrical permit application to replace the broken light fixture. Without the owner's signature on the building permit application, this waited in pending, also.

February 13, 2020 – Mrs. Shabtai called. She was unsure why Todd Buttrey had separated out part of his paint job into a second estimate. I explained that the decision of which contractor to select was theirs, they should choose whomever they were comfortable with, and they had plenty of information with which to choose based on the long list of contractors previously provided. I also reminded them of the Ordered compliance date.

February 19, 2020 – Todd Buttrey withdrew his permit application. He was no longer interested in doing the job.

February 19, 2020 – Mr. Shabtai called to tell me that Todd Buttrey would only warrantee stucco work for a year. I suggested he call more contractors until he was comfortable.

February 24, 2020 – I fielded calls and provided violation lists for Bob with GC Contractor Services and Ryan Lyman with Reliance Building Services.

February 25, 2020 – Contractor Randy Kinnett came into the office and got a list of the violations on this property. Eric Mobley called and asked what the required compliance date for the violations was and if a signed contract with the owner was enough to stop the code enforcement action. I explained the Order stated the violations must be rectified by March 16th to prevent fines from accruing.

March 3, 2020 – Jim Bass came into the office and said he had not heard from the Shabtais. The following day, he came back in to get a blank permit application. He said he now had a signed contract.

March 11, 2020 – Contractor Steve Van Aernam called. He said he had a signed contract with the Shabtais and would be submitting a permit application soon.

March 16, 2020 – This was the date ordered for compliance. The property was re-inspected the following day. While some cleanup had begun (Jim Bass had started based on being told verbally he had the job) no violation was wholly rectified. An Affidavit of Non-Compliance was generated.

March 17, 2020 – Steve Van Aernam submitted a permit application. I told him we'd prioritize the review because it was under code enforcement action and the fines started to accrue this day. It was ready to be issued the next day and the contractor was called.

March 19, 2020 – Steve Van Aernam obtained his permit.

March 20, 2020 – Mrs. Shabtai called. She said they had been working on it for six weeks but it was difficult. She said this contractor held them up for six weeks. I asked hadn't they been working with other contractors, too? She said they had but her husband didn't want them. There was too much variation in their bids.

March 23, 2020 – I sent a copy of the Affidavit of Non-Compliance to the Shabtais along with a letter explaining that, while I could not give them a specific First Compliance Hearing date (based on COVID-19 precautions), their property was not deemed compliant by the Special Magistrate's Ordered date.

March 25, 2020 – Steve Van Aernam called and said that he was now working with Bayshore Electric. The permit was readied for issuance and was obtained on March 30th.

April 13, 2020 – Steve called for an inspection but did not have a Notice of Commencement filed. We discussed that the courthouse was still accepting them through a different entrance.

April 17, 2020 – Mr. Shabtai called and said the violations would have been done before except the stucco wasn't done. He said the contractor had trouble with it.

April 27, 2020 – Mrs. Shabtai called to ask if everything was done. I told her the retaining wall was not painted and the wires were still not secured on the north building face.

May 7, 2020 – Steve called. He said he was done. I told him that the north side retaining wall was not painted and the wires at the building's northwest corner were not secured.

May 11, 2020 – I checked the two items again and sent two pictures in an email to the contractor showing they were not done.

May 13, 2020 – Steve called the building department about an unrelated property, then asked if I'd heard from Mrs. Shabtai. He said the retaining wall was not on the scope of work. I read it to him out of the file – Violation n). He said he had not included it in his scope of work.

May 15, 2022 - Mrs. Shabtai called and asked if they were still being fined. I said they were and explained why. She told me the items I mentioned were not on the list. I showed her Violations l) & n).

May 22, 2020 – Mrs. Shabtai called to ask if everything was done – she'd been told it was by her contractor. I re-inspected and found that all violations were compliant and let the Shabtais know the next morning. We discussed that I would be sending a copy of the Affidavit of Compliance with a Notice of First and Second Compliance Hearings for the July 15th Special Magistrate meeting.

June 18, 2020 – I mailed the Notice of First and Second Compliance Hearings along with the supporting documents by Certified Mail. USPS records show a delivery date of June 23rd at 12:35 p.m.

June 22, 2020 – Mrs. Shabtai asked why the letter took so long to get mailed to her. She said they were planning to send their contractor to represent them and they would get me the form. I told her it would be important that the individual(s) representing Mr. Shabtai be able answer questions about why it took longer than the Special Magistrate's Ordered date to become compliant. She said he knew but she would make sure. I told her that because the property was compliant, they could be on the August 19th agenda instead, but she said her husband wanted to get it done.

June 23, 2020 – Steve Van Aernam was in the building department about an unrelated property. He said he was representing Mr. Shabtai. I gave him copies of the Notice and support paperwork I'd sent to Mr. Shabtai.

July 7, 2020 – Mrs. Shabtai said she was sending the signed Authorization to Represent form for Steve V. to represent her husband at the meeting along with a letter of explanation of all the obstacles they faced in becoming compliant.

July 9, 2020 – I received Mr. Shabtai's notarized Authorization to Represent form.

July 13, 2020 – I received a two-page letter signed by Mr. Shabtai, requesting that the fines be rescinded.

July 15, 2020 – Property is brought before the Special Magistrate to consider 66 days of non-compliance at \$250.00 per day, accrued fines of \$16,500.00. Additional administrative fees of \$142.19 are requested to be reimbursed together with previously imposed administrative fees of \$135.66 for a total of \$277.85. Contractor Steve Van Aernam had the Respondent's authorization to represent him, was present, and spoke at the meeting. The letter provided two days earlier was reviewed by the Special Magistrate. The property was found to have remained in violation longer than the Special Magistrate's Ordered date and the fines were imposed as a lien. After consideration of the gravity of the violations and the actions of the Respondent, the Special Magistrate lowered the accrued fine from \$16,500.00 to \$9,700.00 plus administrative fees of \$277.85. The lowered fine amount would revert to the total amount if not paid within 120 days.

July 17, 2020, Friday - Mrs. Shabtai called. She said Steve Van Aernam called and shared the meeting results. She had a lot to say, but I was alone at the permitting desk, so we agreed I would call her back Monday morning at 11:00 a.m.

July 20, 2020 – I called Mrs. Shabtai back and told her the Orders from the meeting would be coming in the mail once they were generated and signed. She told me again and again that the fine was way too much. I told her I'd also be sending the form to request a lien reduction from City Council. I asked if she or her husband would be making the trip to speak to the C.C. and she said she could not travel because she's on oxygen and her husband wouldn't because he's 79. She asked if she could use a representative, then asked if I would do it since I know so much about the case. I explained why I could not. She said they'd call me once they got the mailing. I gave her an expectation of when they would receive it.

July 22, 2020 – The signed Order Imposing Fine/Lien and the Order on Request for Reduction/Rescission of Fine were sent along with the Request for Reduction/Rescission of Code Enforcement Lien by City Council form along with another Authorization to Represent Form by First Class Mail.

Later that day, Ms. Shabtai called and asked for accommodation to attend the City Council meeting by "conference call" as they are in no position to travel. I passed the request to City Clerk Cheri Schwab, who planned to speak with the City Manager about it. I told Ms. Shabtai that our next two City Council meetings are August 11th and September 9th. If she wanted to be heard on August 11th, we'd need her completed application and payment no later than Friday, July 31st. So she didn't have to wait for my mail to arrive with the application, I offered to email the documents to her daughter, which I did.

July 30, 2020 – Mrs. Shabtai called and left a message asking me to call.

August 3, 2020 – I received that message and called Mrs. Shabtai. She said they did not want to rush to be put on the August 15th City Council meeting. I told her that was good, since I had needed the written request back by July 28th for the August 11th meeting. The September 9th meeting would be on the Zoom platform, so they would be able to phone in

to participate – as they'd hoped. I told her we'd need the written request and associated payment submitted by August 31st for the request to be considered at the Sept. meeting.

August 31, 2020 – I received the Request for Reduction/Rescission of Code Enforcement Lien by City Council and a check for required payment of \$191.00 by First Class Mail.

By: Gwyn Herstein, Code Enforcement Coordinator/Officer



Picture A



Picture B



Picture C



Volusia County Tax Parcel Identification Number:
5316-18-00-0310

ORDER OF THE CITY OF DAYTONA BEACH SHORES
SPECIAL MAGISTRATE

Case number: CDEF2019-51

CITY OF DAYTONA BEACH SHORES,

Petitioner,

vs.

LEVI SHABTAI,

Respondent,

I, GWYN HERSTEIN, SUPERVISOR OF CODE
ENFORCEMENT FOR THE CITY OF DAYTONA BEACH
SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE
ABOVE AND FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL THEREOF ON FILE IN MY
OFFICE.
WITNESS MY HAND THIS
23rd DAY OF July, A.D. 2020
Gwyn Herstein
SUPERVISOR OF CODE ENFORCEMENT, CITY OF
DAYTONA BEACH SHORES, FLORIDA

FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND ORDER

The Daytona Beach Shores Code Enforcement Special Magistrate, after due notice to the Respondent, has heard testimony under oath and considered other evidence admitted at a hearing held on the above styled case on the 15th day of January, 2020, and based on the evidence received, the Code Enforcement Special Magistrate hereupon issues its Findings of Fact, Conclusions of Law, and Order in this Order of Violation and Non-Compliance, as follows:

FINDINGS OF FACT

The Respondent, Levi Shabtai, is the owner of the property located at 137 Sunrise Blvd. (also known as 2042 S. Atlantic Ave.), in Daytona Beach Shores, Volusia County, Florida, which property is assigned Tax Parcel Identification Number 5316-18-00-0310 by the Volusia County Property Appraiser (hereinafter "the subject property").

The subject property is in violation of the provisions of the *Code of Ordinances of the City of Daytona Beach Shores*, Chapter 13, Section 13-5., Appendix "G" - *Land Development Code*, Chapter 14, Section 14-52.9.(B)(14) & (16) and Section 14-52.9.(D)(1), (2), (3), (7), & (9) in the following manner: a) Weeds over 12" high in places on the property; b) Parking areas are not free of refuse and debris in the form of dried vegetation, extra curb stops, and fallen brick facade; c) Parking areas are not being maintained to be free of holes and cracks, allowing encroaching weeds; d) West-facing exterior wall is not protected by a weatherproof coating in areas where the brick facade has fallen off; e) West-facing, wood door frame is unprotected by paint; f) Exterior paint is discolored and streaked with rust and mildew, multiple building faces; g) Buildings do not "present a neat and fresh appearance" in that surfaces are streaked and discolored; h) West building face does not "present a neat and fresh appearance" in that brick facade is missing from a large section and a piece of the decorative sill is missing; i) Roof parapet trim is deteriorated, east building face; j) Vent pipe is rusted and deteriorated, north

building face; k) Multiple curb stops are cracked and in disrepair; l) Wires are loose on north building face; m) Roll of wire on ground at base of pole is a non-functional element, south building face; n) Retaining walls near north property line and northeast corner are not maintained; o) Light fixture is broken near door, west building face, wire exposed; p) Paint on base of main business sign is streaked and discolored.

CONCLUSIONS OF LAW

Code of Ordinances of the City of Daytona Beach Shores, Chapter 13, Section 13-5. provides as follows:

It shall be unlawful for any owner, user or occupant of any real property or premises to permit the growth of weeds or grass to a height of 12 inches or more from the ground; any such grass or weeds exceeding such height are hereby declared to be a nuisance.

Code of Ordinances of the City of Daytona Beach Shores, Appendix "G" – *Land Development Code*, Chapter 14, Section 14-52.9.(B)(14). provides as follows:

All yards, swale areas, walkways, driveways, parking areas, vacant lots, landscape areas, and open space areas not properly maintained, consistent with the following standards: they shall be maintained reasonably free of refuse and debris; all paved areas shall be maintained reasonably free of holes and cracks; all landscaped material shall be maintained reasonably free of weed and foreign matter and shall be kept in a reasonably healthy condition at all times, and all dead material, including trees, shall be replaced consistent with the requirements of the Land Development Code, Section 14-46, Landscaping Standards.

Code of Ordinances of the City of Daytona Beach Shores, Appendix "G" – *Land Development Code*, Chapter 14, Section 14-52.9.(B)(16). provides as follows:

Exterior walls: Every exterior wall shall be free of holes, breaks, loose or rotting boards, or timbers and any other condition which might admit rain or dampness to the interior portions of the walls or to the occupied spaces of the building. All siding material and other exterior surfaces of walls shall be kept in good repair. The term "good repair" shall include the requirement that the surface be kept reasonably clean and free of a substantial amount of mildew or other substances which would alter its intended appearance. All exterior surfaces, except brick, stone, or other materials not requiring application of a weatherproofing coating, shall be kept painted, with a good quality final coat of exterior paint (or equivalent substance) and any primer coating must be overlaid with a final coat of regular paint or equivalent. The final coat of paint or equivalent subject to the elements shall be maintained in such condition that its appearance does not show excessive fading, streaking, peeling, blistering, discoloring, cracking, or similar imperfections.

WITNESS MY HAND THIS
23rd DAY OF July, A.D. 2020
Gwyn Herstein
SUPERVISOR OF CODE ENFORCEMENT, CITY OF
DAYTONA BEACH SHORES, FLORIDA

Code of Ordinances of the City of Daytona Beach Shores, Appendix "G" – Land Development Code, Chapter 14, Section 14-52.9.(D)(1). provides as follows:

All buildings shall present a neat and fresh appearance and be free of all peeling paint, rust, graffiti, and deteriorated or mismatched roofing material.

Code of Ordinances of the City of Daytona Beach Shores, Appendix "G" – Land Development Code, Chapter 14, Section 14-52.9.(D)(2). provides as follows:

All parts of any building and/or structure shall be structurally sound. Rotten or weakened sections shall be repaired, replaced, or removed.

Code of Ordinances of the City of Daytona Beach Shores, Appendix "G" – Land Development Code, Chapter 14, Section 14-52.9.(D)(3). provides as follows:

Nonfunctional elements on any building, structure, or premises, such as unused sign poles, brackets, empty electrical conduit, etc., shall be removed and the remaining surface shall, if damaged, be repaired or rebuilt to match adjacent surfaces and the original condition. All loose wires and/or conduits shall be secured.

Code of Ordinances of the City of Daytona Beach Shores, Appendix "G" – Land Development Code, Chapter 14, Section 14-52.9.(D)(7). provides as follows:

All retaining walls, seawalls, nonstructural walls, and fences shall be structurally sound, in good repair and maintained to present cared-for aesthetic appearance.

Code of Ordinances of the City of Daytona Beach Shores, Appendix "G" – Land Development Code, Chapter 14, Section 14-52.9.(D)(9). provides as follows:

Lighting devices and supports, outdoor service and seating areas, signs, and their supporting elements shall be structurally sound, free of graffiti, overgrowth and debris, and maintained in a painted, rust-free, cared-for appearance.

The subject property, in summary, is in violation of the provisions of the *Code of Ordinances of the City of Daytona Beach Shores*, Chapter 13, Section 13-5., Appendix "G" - *Land Development Code*, Chapter 14, Section 14-52.9.(B)(14) & (16) and Section 14-52.9.(D)(1), (2), (3), (7), & (9) in the following manner: a) Weeds over 12" high in places on the property; b) Parking areas are not free of refuse and debris in the form of dried vegetation, extra curb stops, and fallen brick facade; c) Parking areas are not being maintained to be free of holes and cracks, allowing encroaching weeds; d) West-facing exterior wall is not protected by a weatherproof coating in areas where the brick facade has fallen off; e) West-facing, wood door frame is unprotected by paint; f) Exterior paint is discolored and streaked with rust and mildew, multiple building faces; g) Buildings do not "present a neat and fresh appearance" in that surfaces are streaked and discolored; h) West building face does not "present a neat and fresh appearance" in that brick facade is missing from a large section and a piece of the decorative sill is missing; i) Roof parapet trim is deteriorated, east building face; j) Vent pipe is rusted and

deteriorated, north building face; k) Multiple curb stops are cracked and in disrepair; l) Wires are loose on north building face; m) Roll of wire on ground at base of pole is a non-functional element, south building face; n) Retaining walls near north property line and northeast corner are not maintained; o) Light fixture is broken near door, west building face. Paint on base of main business sign is streaked and discolored.

The description/address of the subject property and the Tax Parcel Identification Number of the subject property are stated above.

ORDER

The provisions of Chapter 162, *Florida Statutes*, relating to the enforcement of local government codes by means of code enforcement special magistrates, control the subject proceedings.

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, *Florida Statutes*, and other controlling law, it is duly **ORDERED** by the undersigned that the Respondent shall correct the above-stated code violations on the subject property no later than March 16, 2020, having obtained all required permits and approvals including approved final inspections on all required permits.

The Respondent is further ordered to pay minimum administrative fees in the amount of one hundred forty dollars and ninety-eight cents (\$140.98) to the City of Daytona Beach Shores.

Upon attaining compliance, the Respondent shall notify Ms. Gwyn Herstein, Code Enforcement Coordinator, for the City of Daytona Beach Shores, 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida, 32118, Phone 386-763-5330, who shall cause the code enforcement officer to perform an inspection and, based on the result of that inspection, generate an Affidavit of Compliance or Non-Compliance as the case may be.

In the event the Respondent does not comply with this Order in any respect, the Respondent shall pay a fine in the amount of two hundred fifty dollars (\$250.00) per day for each and every day the violations continue or occur past the aforesated date ordered for compliance by the undersigned. An Affidavit of Non-Compliance shall be generated in such circumstance.

Should the Respondent fail to comply with this Order in any respect within the specified time, a second hearing, called a First Compliance Hearing, shall be scheduled by the Code Enforcement Officer. Said hearing will address compliance issues only and whether the Respondent had complied with the Order as addressed at the first hearing.

This Order may be recorded in the Public Records of Volusia County and shall constitute notice to any subsequent purchasers, successors in interest, or assigns, as the violation concerns real property, and the findings herein shall be binding upon the Respondent and any subsequent purchasers, successors in interest or assigns:

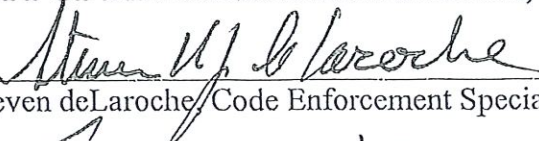
This Order may be appealed to the Circuit Court within thirty (30) days of its rendering.

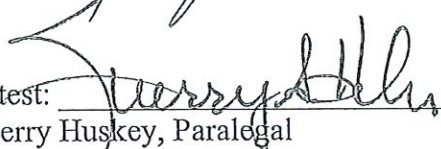
The Respondent is further ordered to contact Ms. Gwyn Herstein to verify compliance with this Order that occurs past the date of required compliance and, in such event, an Affidavit of Compliance or Non-Compliance, as the case may be, shall be generated.

Any future reoccurrence of these violations by the Respondent within the next five (5) years may be treated as repeat violations for which a fine of up to five hundred dollars (\$500.00) per day may be imposed.

DONE AND ORDERED this 29th day of January, 2020, *nunc pro tunc* to January 15, 2020, in Daytona Beach Shores, Volusia County, Florida.

CITY OF DAYTONA BEACH SHORES, FLORIDA


Steven deLaroche, Code Enforcement Special Magistrate

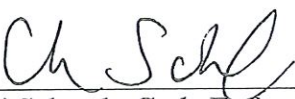
Attest: 
Sherry Huskey, Paralegal

I, GWYN HERSTEIN, SUPERVISOR OF CODE ENFORCEMENT FOR THE CITY OF DAYTONA BEACH SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL THEREOF ON FILE IN MY OFFICE.
WITNESS MY HAND THIS 23rd DAY OF July A.D. 20 20

SUPERVISOR OF CODE ENFORCEMENT, CITY OF DAYTONA BEACH SHORES, FLORIDA

Certificate of Service

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished to Levi Shabtai at 2735 E. 23rd Street, Brooklyn, NY, 11235-2809, by First Class Mail delivery this 30th day of January, 2020.


Cheri Schwab, Code Enforcement Clerk

Volusia County Tax Parcel Identification Number:
5316-18-00-0310

ORDER OF THE CITY OF DAYTONA BEACH SHORES
SPECIAL MAGISTRATE

Case number: CDEF2019-51

CITY OF DAYTONA BEACH SHORES,
Petitioner,

vs.

LEVI SHABTAI,
Respondent,

_____ /

I, GWYN HERSTEIN, SUPERVISOR OF CODE
ENFORCEMENT FOR THE CITY OF DAYTONA BEACH
SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE
ABOVE AND FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL THEREOF ON FILE IN MY
OFFICE.
WITNESS MY HAND THIS
23rd DAY OF July A.D. 20 20
Gwyn Herstein
SUPERVISOR OF CODE ENFORCEMENT, CITY OF
DAYTONA BEACH SHORES, FLORIDA

ORDER IMPOSING FINE/LIEN

The Daytona Beach Shores Code Enforcement Special Magistrate, after due notice to the property owner, has heard testimony under oath and considered evidence admitted at a hearing held on the above styled case on July 15, 2020, and is hereby acting in accordance with the prior Order entered on January 15, 2020, which Order was previously furnished to the property owner. Said Order required the Respondent to bring the subject property into compliance by March 16, 2020. An Affidavit of Non-Compliance was generated on March 23, 2020, for all violations not fully rectified by the Ordered compliance date. Based on the testimony and evidence presented, the Code Enforcement Special Magistrate finds that the violations on the subject property were not brought into compliance as Ordered.

Accordingly, a fine and lien in the amount of two hundred fifty dollars (\$250.00) per day is hereby imposed for each day Code violations remain in non-compliance after March 16, 2020.

Additional administrative fees of one hundred forty-two dollars and nineteen cents (\$142.19) are also hereby imposed, to be added to previously imposed, unpaid administrative fees of one hundred thirty-five dollars and sixty-six cents (\$135.66), for a total of two hundred seventy-seven dollars and eighty-five cents (\$277.85) in administrative fees owed.

This Order may be recorded in the Public Records of Volusia County and shall constitute notice to any subsequent purchasers, successors in interest, or assigns, as the violations concern real property, and the findings herein shall be binding upon the property owner and any subsequent purchasers, successors in interest, or assigns and shall constitute a lien against the above-described property and upon any other real or personal property owned by Respondent(s) pursuant to Section 162.08 and 162.09, *Florida Statutes*.

This Order may be appealed to the Circuit Court within thirty (30) days of its rendering.

DONE AND ORDERED this 21 day of July, 2020, *nunc pro tunc* to July 15, 2020, in Daytona Beach Shores, Volusia County, Florida.

CITY OF DAYTONA BEACH SHORES, FLORIDA

Steven deLaroche
Steven deLaroche, Code Enforcement Special Magistrate

Sherry L. Husky
Attest: Sherry Husky, Paralegal

I, GWYN HERSTEIN, SUPERVISOR OF CODE ENFORCEMENT FOR THE CITY OF DAYTONA BEACH SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL THEREOF ON FILE IN MY OFFICE.
WITNESS MY HAND THIS 23rd DAY OF July, A.D. 2020
Gwyn Herstein
SUPERVISOR OF CODE ENFORCEMENT, CITY OF DAYTONA BEACH SHORES, FLORIDA

Certificate of Service

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished to Levi Shabtai at 2735 E. 23rd Street, Brooklyn, NY, 11235-2809, by First Class Mail delivery this 22 day of July, 2020.

Cheri Schwab
Cheri Schwab, Code Enforcement Clerk

July 5, 2020

RECEIVED
JUL 13 2020
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

City of Daytona Beach
Re: Complaint # CDEF2019-51

Submitted 7-13-20 for
consideration by Special
Magistrate deLaroché
at the 7-15-20 Spec.
Magistrate meeting.

To whom it may concern,

In response to the violations imposed on 137 Sunrise Boulevard, Daytona Beach Shores also known as 2042 South Atlantic Avenue and subsequent hearing, I am submitting this written statement as I am unable to attend the hearing due to the state of coronavirus. I am a senior and a high risk individual with underlying medical conditions. The following are the sequence of events from the time I received the notice of violations to the time the work to repair the violations were completed.

In December 2019, I was in conversations with Ms. Summer Mancini and her partner to rent the property. The initial agreement included a monthly reduced rental fee of \$1300 per month plus completion of all the violations by January 15, 2020. I gave her the key to move in and to begin work. After one week, Ms. Mancini and her partner wanted to renegotiate the rent because they claimed that there was too much work to do on the property. We renegotiated to \$1000 per month. After approximately one week and a half, Ms. Mancini wanted to renegotiate once again to \$800 per month. At this point, I asked for a copy of her W2 and social security number to do a credit check since she broke previous agreements, which in my opinion, affected her credibility. I kept trying to reach Ms. Mancini after this conversation for several weeks. She has not returned my calls nor returned the key to the property. This process caused a major delay in correcting the violations.

After this incident, we contacted the City of Daytona Beach and spoke to Ms. Herstein. I explained what happened and asked that the initial hearing be postponed. I also asked for a list of contractors. I chose three contractors who looked into the violations and provided estimates. The contractors included Jim Bass from Tsunamix Inc., Todd Buttery and Steve VanAernam. I ultimately gave the job to Steven VanAernam in February 2020 due to the fair price and the guarantee he provided. The Notice of Commencement was signed on March 11, 2020. Due to the coronavirus, Mr. VanAernam found it difficult to have someone repair the stucco. This led to a delay of several weeks.

As for the other contractors, the job was not given to Jim Bass because he was unable to provide a guarantee. In reference to Todd Buttery, he had provided an initial quote and then advised that the breezeway would need to be fixed as well which would add to the cost. Negotiations were prolonged and we could not come to a final agreement on the price.

I ask that the City of Daytona Beach considers the unfortunate delays we encountered and the state of coronavirus when reviewing my case and ultimately remove the penalties on the property. Thank you.

Sincerely,

Levi Shabtai
2735 East 23rd Street
Brooklyn, New York 11235
Owner

cc: Ms. Gwyn Herstein
Mr. Steven VanAernam, LLC

RECEIVED
JUL 13 2020
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Volusia County Tax Parcel Identification Number:
5316-18-00-0310

ORDER OF THE CITY OF DAYTONA BEACH SHORES
SPECIAL MAGISTRATE

Case number: CDEF2019-51

CITY OF DAYTONA BEACH SHORES,
Petitioner,

vs.

LEVI SHABTAI,
Respondent,

_____ /

ORDER ON REQUEST FOR REDUCTION/ RESCISSION OF FINE

The Daytona Beach Shores Special Magistrate heard additional testimony under oath and considered evidence admitted at a hearing held on the above styled case on the July 15, 2020. Based on the testimony given and actions taken by the Respondent, the Special Magistrate reduced the fine specified in the prior Order entered on January 15, 2020, from sixteen thousand, five hundred dollars (\$16,500.00) to nine thousand, seven hundred dollars (\$9,700.00). Administrative fees previously imposed in the amount of two hundred seventy-seven dollars and eighty-five cents (\$277.85) were not reduced, and which are now due and payable to the City of Daytona Beach Shores.

If such reduced fines and administrative fees are not paid within one hundred twenty (120) days of the date of the Special Magistrate hearing set forth above, then the original total fine of sixteen thousand, five hundred dollars (\$16,500.00) shall be fully reinstated, due, and payable, and a lien for said amount, plus any unpaid administrative fees, will be imposed and filed in Public Records of Volusia County, Florida. If said reduced fine amount and administrative fees are paid within the time specified, a Satisfaction of Lien will be filed in the Public Records of Volusia County, Florida.

This Order may be appealed to the Circuit Court within thirty (30) days of its rendering.

DONE AND ORDERED this 21 day of July, 2020, *nunc pro tunc*
to July 15, 2020, in Daytona Beach Shores, Volusia County, Florida.

CITY OF DAYTONA BEACH SHORES, FLORIDA

Steven W. deLaroche
Steven deLaroche, Code Enforcement Special Magistrate

Sherry L. Husky
Attest: Sherry Husky, Paralegal

Certificate of Service

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been
furnished to Levi Shabtai, at 2735 E. 23rd Street, Brooklyn, NY, 11235-2809, by First Class
Mail delivery, this 22 day of July, 2020.

Cheri Schwab
Cheri Schwab
Code Enforcement Clerk



**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 9, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM: Mike Booker, City Manager
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Discussion on naming the new tennis court

SYNOPSIS:

Mayor Miller requested this item be placed on the agenda for a full discussion.

FISCAL IMPACT STATEMENT:

BACKGROUND:

At the meeting on August 25th, CMBR Frizalone brought up the idea of potentially naming the new "6th" tennis court after Don and Peggy Large.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: None