City of Daytona Beach Shores

"Life is Better Here"
"A Premier, Friendly Place to Be"

AGENDA
CITY COUNCIL MEETING
AUGUST 24, 2021
6:00 PM, Shores Community Center, 3000 Bellemead Drive
Daytona Beach Shores, FL 32118

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

1. CALL TO ORDER BY MAYOR

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Detective Daniel Carrazana Five-Year Service Award

6. APPROVAL OF MINUTES

A. City Council Minutes August 10, 2021

7. CONSENT AGENDA:

A. Public Safety July Monthly Report

B. Building Division July, 2021 Report

C. Community Services July, 2021 Report

8. REPORTS OF THE CITY ATTORNEY:

A. City Attorney Report

9. REPORTS OF THE CITY MANAGER:

A. City Manager's Report

10. OLD BUSINESS:

11. NEW BUSINESS:

A. Selection of Audit Firm

B. Award of Bid to sell 136 Beachcomber St.

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.

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MINUTES
CITY COUNCIL MEETING
August 10, 2021
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Council Minutes July 27, 2021

COUNCILMEMBER MICHAEL POLITIS moved, seconded by VICE MAYOR MEL LINDAUER to Approve the City Council Minutes of July 27, 2021.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Vice Mayor Mel Lindauer, Councilmember Michael Politis

B. City Council Budget Workshop Minutes July 27, 2021

VICE MAYOR MEL LINDAUER moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve the City Council Budget Workshop Minutes of July 27, 2021.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Vice Mayor Mel Lindauer, Councilmember Michael Politis

7. CONSENT AGENDA:

8. REPORTS OF THE CITY ATTORNEY:

A. City Attorney Report

Attorney Cary reviewed the report submitted to the council. There were no additional questions or concerns.

9. REPORTS OF THE CITY MANAGER:

A. City Manager Report August 10, 2021

City Manager Michael Booker reviewed his submitted report to the council. Mayor Miller inquired if there was an update on the proposed park maintenance agreement with Volusia County. He responded that a revised agreement is being negotiated that would include a CPI clause. The agreement would cover a total of four parks. An update was also requested on the proposed crosswalk near Edwin Peck Park. County Vice Chair Billie Wheeler is working with the county staff and the TPO on this item.

10. OLD BUSINESS:

A. Ord. 2021-08 Revision of the Economic Development Ordinance

Attorney Cary read the ordinance by short title. There was no additional discussion or comments.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Adopt Ordinance 2021-08 on second reading.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Vice Mayor Mel Lindauer, Councilmember Michael Politis

11. NEW BUSINESS:

A. Resolution 2021-08 Urging FL Legislature to Allow Municipalities to Regulate Smoking in Parks and on Beaches

CMBR Bryan requested this agenda item hoping to get a head start on the next legislative session. Attorney Cary read the resolution by title. CMBR Bryan stated that he hoped a bill would get a sponsor in the House. He stated that he would send a copy of the resolution to other cities asking for their support.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by VICE MAYOR MEL LINDAUER to Adopt Resolution 2021-08 on first reading.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Vice Mayor Mel Lindauer, Councilmember Michael Politis

B. Consideration of Request for Reduction/Rescission of Code Enforcement Lien for 2000 S. Atlantic Avenue

Code Enforcement Coordinator Gwyn Herstein provided a brief history of the case to the City Council. It began in 2019 with an inspection for a Certificate of Compliance - Vacant Property. Fifteen violations and four interior deficiencies were identified. The Initial Hearing took place in January 2021 with three violations still non-compliant. The Special Magistrate allowed 60 days to gain compliance. Mr. Morali was not able to do so until June 25th, 94 days past his given time. He received a fine of $150 per day for a total of $14,100. The Special Magistrate held a Second Compliance Hearing on July 21st, and reduced the fine by 41 days due to Mr. Morali recovering from knee surgery and a Jewish holiday. The reduced fine was $7,950.00 plus $128.03 in Administrative Fees if they are paid by September 20, 2021. If they are not paid, the full amount of $14,100 will be due again. Mr. Morali has requested the City Council to rescind the entire amount due. Attorney David Glasser spoke for Mr. Morali. He explained that his client had been a business owner in the city for many years. This was a gift shop until it caught fire in 2015. He has spent over $40,000 in major repairs. Mr. Morali stated that he received only $200,000 from his insurance company after the fire. He hired a contractor to finish the work on the column, which was the final violation to gain compliance. He was not aware that they were not licensed to do the work needed. The work was eventually completed. Various councilmembers inquired why it had taken so long to begin the work that was required. CMBR Lindauer felt that the Special Magistrate was overly generous in reducing the fine to $7,950.00. He also told Mr. Morali that his conduct of raising his voice to the city staff was unacceptable. He was not in favor of lowering the fine any further. CMBR Frizalone was in favor of reducing the fine to $5,000.00 to assist Mr. Morali with his legal fees for hiring an attorney to attend the meeting.

VICE MAYOR MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD BRYAN to deny any consideration for Reduction/Rescission of Code Enforcement Lien for 2000 S. Atlantic Avenue.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 3 No = 2).
Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Vice Mayor Mel Lindauer
No: Richard Frizalone, Michael Politis

C. Non-conforming Sign Removal Incentive Grant Application: Pirate's Island Adventure Golf - 3420 S. Atlantic Ave.

City Planner Stewart Cruz provided the details for the sign grant application from Pirates Island Golf. As required, three bids were obtained and the one from Don Bell Sign meets the city's requirements. If approved, the applicant would qualify for $1,300.00 in grant funds. Staff is recommending approval.

VICE MAYOR MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD BRYAN to Approve the Non-conforming Sign Removal Incentive Grant for Pirate's Island Adventure Golf.

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

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

D. Discussion of ARPA funding expenditures

Assistant Finance Director Lory Irwin provided a brief presentation to the City Council on the American Rescue Plan Act 2021 (ARPA). The allocation to the city is expected to be 2.3 million. At this time, the funds have not been released by the State of Florida. The permissible uses of the funds were discussed. The following eligible uses were proposed by staff: one time incentive payment of $1,000 for each permanent employee, joint project with the City of Port Orange to provide redundancy through a second sewer transmission force main, joint project with the City of Daytona Beach to provide redundancy through an initial sewer transmission force main, and allot money as recovery funds. At this time, the City of Port Orange has reached out to staff regarding the sewer project. Staff plans to contact the City of Daytona Beach to schedule a meeting with them. After a brief discussion, the council gave a consensus to move forward with the proposed eligible items.

12. COUNCIL COMMENTS:

Mayor Miller explained that a Special Council Meeting was needed to discuss the pending Treasure Island condemnation hearing. The date selected was August 17 at 5:00 pm. Staff has requested to continue the hearing until August 25th. The Mayor reminded the audience of her Coffee with the Mayor tomorrow (Wednesday) with Rep. Tom Leek. CMBR Frizalone announced the opening of the Don Large Museum on August 19th. The entire council thanked staff for their work on both the ARPA potential funding and the Code Enforcement case with Mr. Moralli.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

reminder for upcoming meetings - Spec Council Meeting on August 17th to discuss Treasure Island
August 24th - Audit presentations begin at 4:00 pm

15. ADJOURNMENT:

The meeting ended at 7:26 pm.

MAYOR
NANCY MILLER

CITY MANAGER
MICHAEL T. BOOKER

ATTEST:

CITY CLERK, CHERI SCHWAB

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

MONTHLY REPORT FOR JULY 2021

	Jul-21	21/YTD	Jul-20	20/YTD
Police Related Calls	2,419	16,472	2,700	16,912
Fire Related Calls	62	349	62	334
Rescue Related Calls	140	741	105	571
Fire Related Alarms Sounding	19	91	14	91
Traffic Citations	185	1,830	149	1,331
Written Warnings	24	230	113	438
Building Inspections	37	297	26	198
Arrests: Adults	30	255	25	203
Juveniles	0	2	0	7
City Ordinance Charges	0	0	0	0
Florida State Statute Charges	50	421	39	321
Accidents: Total	31	173	27	174
Street/Highway	12	93	14	93
Parking Lot	19	90	13	81

Stephan Dembinsky Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2021-07-01 through 2021-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISCELLANEOUS LE CALL	MISC	443	18.31 %	14.29
EXTRA PATROL	EP	415	17.16 %	13.39
PROPERTY CHECK	PRC	395	16.33 %	12.74
TRAFFIC STOP	TS	288	11.91 %	9.29
SUSP PERSON	SPER	74	3.06 %	2.39
DIRECTED PATROL REQUEST	DPR	62	2.56 %	2.00
MEDICAL EMERGENCY	MED1	55	2.27 %	1.77
SUSP INCIDENT	SINC1	47	1.94 %	1.52
TELEPHONE HANDLE	THC	45	1.86 %	1.45
SUSP VEHICLE	SVEH	42	1.74 %	1.35
FIRE ALARM	ALARMF	27	1.12 %	0.87
RADAR	RADAR	25	1.03 %	0.81
MVA	MV	23	0.95 %	0.74
SUSPECT STOP	SS	22	0.91 %	0.71
TOWED VEHICLE	TOW	22	0.91 %	0.71
TRESPASSERS	TRES	22	0.91 %	0.71
DISTURBANCE	DIST	21	0.87 %	0.68
MEDICAL NON-EMERG	MED	18	0.74 %	0.58
INVESTIGATION	INV	16	0.66 %	0.52
FLAG DOWN	FLAG	15	0.62 %	0.48
ELEVATOR CALL	ELEV	14	0.58 %	0.45
FOUND PROPERTY	PROPF	14	0.58 %	0.45
CIVIL COMPLAINT	CIVIL	13	0.54 %	0.42
FALL- NON EMERGENCY	TRAU3	12	0.50 %	0.39
RECKLESS DRIVER	RD	11	0.45 %	0.35
SPECIAL DETAIL	SDL	11	0.45 %	0.35
WALKUP	WALKUP	11	0.45 %	0.35
911 CK/OPEN LINE	911CK	10	0.41 %	0.32
ASSAULT/BATTERY	ABAT	10	0.41 %	0.32
ILLEGAL PARKING	PARK	9	0.37 %	0.29
NOISE	NOISE	9	0.37 %	0.29
UNCONSCIOUS	UNC	9	0.37 %	0.29
DOMESTIC DISTURBANCE	DV	8	0.33 %	0.26
NARCOTICS	NARC	7	0.29 %	0.23
THEFT	THEFT	7	0.29 %	0.23
ANIMAL COMPLAINT	AC	6	0.25 %	0.19
ATT TO CONTACT	ATC	6	0.25 %	0.19
DISABLED VEHICLE	DAV	6	0.25 %	0.19
TRAUMA EMERGENCY	TRAU1	6	0.25 %	0.19
WELL BEING CHECK	WBC	6	0.25 %	0.19
ASSIST AGENCY	ASSIST	5	0.21 %	0.16
BUSINESS ALARM	ALARMB	5	0.21 %	0.16
ESCORT	ESCORT	5	0.21 %	0.16
FIREWORKS	FIREWK	5	0.21 %	0.16
HIT&RUN MVA	MVHR	5	0.21 %	0.16
LOST PROPERTY	PROPL	5	0.21 %	0.16

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2021-07-01 through 2021-07-31

LOCATION: ALL / ZONE: ALL / RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MEDICAL UNKNOWN	MEDUNK	5	0.21 %	0.16
MENTALLY ILL PER	MIP	5	0.21 %	0.16
MISSING PERSON	MP	5	0.21 %	0.16
SHOPLIFTING	SHOP1	5	0.21 %	0.16
VANDALISM	VAND	5	0.21 %	0.16
ZONE ACCOUNTABILITY PATR	ZAP	5	0.21 %	0.16
FIGHT	FIGHT	4	0.17 %	0.13
FRAUD	FRAUD	4	0.17 %	0.13
INFORMATION GIVEN	INFO	4	0.17 %	0.13
JUVENILE	JUV	4	0.17 %	0.13
ROAD OBSTRUCTION	RDOB	4	0.17 %	0.13
STROKE / CVA	CVA	4	0.17 %	0.13
WARRANT	WAR	4	0.17 %	0.13
BURGLARY ALARM	ALARM	3	0.12 %	0.10
DANGEROUS COND FD	DCFD	3	0.12 %	0.10
DRUNK DRIVER	DUI	3	0.12 %	0.10
FIRE OUTSIDE STRUCTURE	FOS	3	0.12 %	0.10
FLEEING DRIVER	FLEE	3	0.12 %	0.10
SEXUAL OFFENDER	SXF	3	0.12 %	0.10
TRAFFIC CONTROL	TC	3	0.12 %	0.10
911 CK/OPN LINE/MED HAZ	911MED	2	0.08 %	0.06
DRUNK PERSON	IP	2	0.08 %	0.06
MISC FIRE SERVICE CALL	MISCF	2	0.08 %	0.06
MVA MAJOR	MVMI	2	0.08 %	0.06
NE ASST- FIRE REQ	LEO2	2	0.08 %	0.06
SUSPICIOUS VEHICLE	SVEH1	2	0.08 %	0.06
TRAUMA NON EMERG	TRAU	2	0.08 %	0.06
ABUSE	ABUSE	1	0.04 %	0.03
ATTEMPTED SUICIDE	ASUI	1	0.04 %	0.03
BOLO	BOLO	1	0.04 %	0.03
BREATHING PROBLEMS	SOB	1	0.04 %	0.03
BURG/BUSINESS	BURGB	1	0.04 %	0.03
BURG/IN PROG	BURGIP	1	0.04 %	0.03
BURGLARY	BURG	1	0.04 %	0.03
CAR BREAK	CB1	1	0.04 %	0.03
CARBREAK	CB	1	0.04 %	0.03
CITY ORDINANCE VIOLATION	COV	1	0.04 %	0.03
DEAD PERSON	DEAD	1	0.04 %	0.03
EMERG ASST- FIRE REQ	LEO1	1	0.04 %	0.03
FAILURE TO PAY	FTP	1	0.04 %	0.03
FALL - EMERGENCY	FAL	1	0.04 %	0.03
FIRST AID CALL	FAID	1	0.04 %	0.03
HARRASSING CALLS	HCALL	1	0.04 %	0.03
HOLD UP ALARM	ALARMH	1	0.04 %	0.03
LASER	LASER	1	0.04 %	0.03
MVA W/ HAZARD	MVH	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2021-07-01 through 2021-07-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MVA W/ INJURIES	MVI	1	0.04 %	0.03
MVA W/INJURIES PED	MVPI	1	0.04 %	0.03
POWER LINES HAZARD	PL	1	0.04 %	0.03
REPOSSESSED VEH	REPO	1	0.04 %	0.03
SEX OFFENSE	SO	1	0.04 %	0.03
STOLEN TAG	TAGS	1	0.04 %	0.03
STOLEN VEHICLE	SV	1	0.04 %	0.03
STR ARM ROBBERY	SROB	1	0.04 %	0.03
STRUC FIRE COMM/HIGHRISE	SFCH	1	0.04 %	0.03
SUICIDAL PERSON	SP	1	0.04 %	0.03
SUPPLEMENT	SUP	1	0.04 %	0.03
THREATENING CALL	TCALL	1	0.04 %	0.03
TRAFFIC LITE OUT	TLO	1	0.04 %	0.03
VIOLATION OF PROBATION	VOP	1	0.04 %	0.03
WATER RESCUE	WATER	1	0.04 %	0.03
	TOTAL CALLS:	**2,419**	**100.00%**	**78.03**

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

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JULY 2021 STATISTICS

FIRE CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
ENGINE RESPONSE	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
STRUCTURE FIRES	0	0	0	1	0	1	3	0	3
HAZARDOUS CONDITIONS	5	3	0	22	7	0	15	5	1
VEHICLE FIRES	0	0	0	1	1	1	0	0	0
BOAT FIRES	0	0	0	0	0	0	0	0	0
OTHER FIRES NOT LISTED	3	0	0	11	1	0	3	1	0
VEHICLE CRASHES W/ENGINE RESPONSE	0	1	1	5	3	3	3	2	0
SERVICE CALLS	37	5	0	188	18	2	192	24	8
FIRE ALARMS	19	0	0	107	2	0	85	2	2
CANCELLED EN ROUTE	7	0	0	37	12	17	51	22	25
TOTALS	71	9	1	372	44	24	352	56	39

CURRENT MONTH ESTIMATED FIRE DAMAGES

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

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	6	8	40	51	34	64
HOTEL/MOTEL	4	6	27	24	11	19
ASSEMBLY			2	1	3	1
MERCANTILE	1		20	3	5	4
RESTAURANT	2	2	11	3	5	4
BUSINESS	3	1	59	7	20	1
OTHER			15	2	21	0
CONSTRUCTION	2		34	5	34	4
OCCUPATIONAL LICENSES			0	0	0	0
APARTMENTS/CONDO	2		17	7	7	0
TOTALS	20	17	225	103	140	97

PLANS EXAMINATION HOURS: 0 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JULY 2021 STATISTICS

EMS CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ALS CALLS	46	10	1	294	44	6	335	81	4
BLS CALLS	65	13	5	266	46	22	217	54	11
TOTALS	111	23	6	560	90	28	552	135	15

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

TRAINING SEMINARS ATTENDED

Month of July

Michael Fowler	*7/6-10*	*FBINAA conference Orlando*
Zachary Rooney	*7/19-23*	*Firearms Instructor DSC*
Jacob Franklin	*7/21*	*Street Smart Cop Jacksonville*

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DEPARTMENT OF PUBLIC SAFETY
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MONTHLY REPORT FOR JULY 2021

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

Replace battery	**veh #121**
Repair A/C	**veh #144**
Install graphics	**veh #175**
Install graphics	**veh #176**
Replace serpentine belt	**veh #144**
Replace battery	**veh #117**
Replace battery	**veh #169**

City of Daytona Beach Shores
Planning & Building Division Statistics
Monthly Report – July, 2021

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 0

Submitted this Fiscal Year: 5

Approved by Staff this Month: 0

Approved by Staff this Fiscal Year: 3

Approved by City Council this Month: 0

Approved by City Council this Fiscal Year: 0

Amendments Approved by Staff this Fiscal Year: 0

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Mittal Residence	2937 South Atlantic Avenue, Unit 1904	7/6	Replace windows and doors	$11,550.00	$129.10
Mori Residence	2937 South Atlantic Avenue, Unit 1808	7/6	Replace windows and doors	$14,700.00	$154.75
Schermerhorn Residence	2937 South Atlantic Avenue, Unit 1009	7/6	Replace windows and doors	$25,395.00	$215.37
Miller Residence	2937 South Atlantic Avenue, Unit 701	7/6	Replace sliding glass doors	$19,990.00	$183.96
Brock Residence	2937 South Atlantic Avenue, Unit 603	7/6	Replace windows and doors	$24,000.00	$204.49
Winslow Residence	3333 South Atlantic Avenue, Unit 1401	7/7	Remodel master and gest bathrooms	$21,600.00	$193.73
Devuono Residence	2987 South Atlantic Avenue, Unit 1906	7/8	Remodel kitchen and bathrooms	$26,500.00	$221.09
Marchin Residence	2987 South Atlantic Avenue, Unit 2102	7/8	Remodel kitchen and bathrooms	$28,000.00	$226.94
Sea Club IV Resort	3229 South Atlantic Avenue	7/8	Electrical work in machine room and pit	$12,555.00	$69.25
Noah Residence	2987 South Atlantic Avenue, Unit 306	7/9	Replace 2 sliding glass doors	$19,169.00	$182.96
Gfoerer Residence	3757 South Atlantic Avenue, Unit 1204	7/9	Replace 2 sliding glass doors	$17,740.00	$172.20

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
St. Kitts Condo	2855 South Atlantic Avenue	7/12	Replace antennas, radios, equipment cabinets on roof	$65,000.00	$437.41
Shores Club Condo	3815 South Atlantic Avenue	7/12	Replace antennas, radios, equipment cabinets on roof	$65,000.00	$437.41
Peninsula Condo	2545 South Atlantic Avenue	7/12	Replace antennas, radios, equipment cabinets on roof	$65,000.00	$437.42
Hackler Residence	2945 Oceans Trace	7/12	Remodel unit	$80,000.00	$522.75
Wakeman Residence	3003 South Atlantic Avenue, Unit 15A1	7/14	Replace 3 sliding glass doors	$29,120.00	$238.04
Wagoner Residence	3050 Esperanza Avenue	7/14	Remove and replace existing shingles	$10,700.00	$120.55
Walgreens	3004 South Atlantic Avenue	7/15	Change out 10 ton cooling RTU	$11,250.00	$117.10
Gwyn Residence	3003 South Atlantic Avenue, Unit 10A2	7/22	Remodel master bathroom, tub, vanities, and shower	$23,200.00	$204.49
Carter Residence	3003 South Atlantic Avenue, Unit 7A1	7/22	Complete condo remodel	$100,000.00	$636.53
Groot Residence	3047 South Atlantic Avenue, Unit 1103	7/22	Install 3 hurricane shutters	$13,642.00	$146.20
Sims Residence	2043 South Atlantic Avenue, Unit 616	7/27	Replace front door, counter tops, tile in bathroom	$10,758.00	$337.10
2626 Condo	2626 South Atlantic Avenue	7/27	Apply deck coatings, make concrete repairs	$311,840.00	$1,483.95
Sherwin Condo	2555 South Atlantic Avenue	7/28	Replace fenestration in residential tower	$4,335,321.00	$11,082.08
Steinhardt Residence	4 Oceans West Boulevard, Unit 607B	7/30	Replace 5 windows and 2 sliding glass doors	$19,929.00	$182.96
Sunglow Resort	3647 South Atlantic Avenue	7/30	Install monument and wall signs	$15,510.00	$109.36
Teelon Residence	3032 South Atlantic Avenue	7/30	Install roof mounted solar panels	$17,000.00	$166.82
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	$5,394,469.00	$18,613.01

Building Division Revenue by Permit Category:

PERMIT TYPE	JULY 2021	FISCAL YEAR-TO-DATE 2020 TO 2021	JULY 2020	LAST FISCAL YEAR-TO-DATE 2019 TO 2020
BUILDING	$24,695.24	$173,346.71	$8,480.39	$184,329.61
ROOF	$1,756.45	$16,754.10	$550.37	$12,279.52
DEMOLITION	$0.00	$563.90	$221.40	$461.40
ELECTRICAL	$2,543.75	$27,469.09	$1,605.63	$30,556.14
MECHANICAL	$4,053.71	$37,026.06	$2,943.90	$23,691.30
PLUMBING	$2,049.90	$34,875.77	$1,372.00	$26,438.35

SIGN	$280.61	$2,515.11	$149.50	$2,065.06
POLITICAL SIGN BONDS	$0.00	$220.00	$220.00	$1,320.00
STORMWATER MANAGEMENT	$0.00	$0.00	$0.00	$0.00
MISCELLANEOUS	$153.60	$940.10	$130.50	$4,045.25
DEVELOPMENT FEES	$770.00	$2,685.00	$50.00	$3,352.90
PROMOTIONAL ACTIVITIES	$0.00	$0.00	$0.00	$0.00
TOTALS	$36,303.26	$296,395.84	$15,723.69	$288,539.53

Building Division Activities:

ACTIVITY	JULY 2021	FISCAL YEAR-TO-DATE 2020 TO 2021	JULY 2020	LAST FISCAL YEAR-TO-DATE 2019 TO 2020
INSPECTIONS	252	3009	224	2348
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	1	0	2
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	2	0	0
FINAL INSPECTIONS	171	1831	142	1320
FAILED INSPECTIONS	16	219	10	131

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

Projects Begun Current Fiscal Year-to-Date – 2020 to Present: $49,398,027.00

Projects Begun Last Fiscal Year – 2019 to 2020: $39,968,375.00

Projects Begun Two Fiscal Years Ago – 2018 to 2019: $24,944,320.00

COMMUNITY SERVICES DEPARTMENT MONTHLY REPORT - JULY 2021

FACILITIES MAINTENANCE DIVISION:

Currently one position.

Normal monthly duties:

This division assesses any problems reported with the buildings and handles the repair if it is within his ability. He has an a/c certification so he can do a lot of the repairs inhouse. He replaces light bulbs, cleans the outside windows, paints and any other general maintenance needed with the city buildings and city owned properties.

Additionally, this month:

This employee handled getting the AC replaced at the Beachcomber city property, he handled water heater, back flow and lighting issues at public safety, re-installed shades, sanded and painted at city hall and continued working on humidity/AC issues at the community center.

PARKS/STREETS DIVISION:

This division is normally eleven maintenance positions and one electrician position.

Normal monthly duties:

This division takes care of the maintenance, upkeep and general appearance of all the parks, streets, sidewalks and medians daily. They mow, change out lights, restock supplies, replace plants as needed, replace or repair street signs, check and clear the storm drains, as well as any other issues that may arise in the city. Although there are two divisions, they now all share in the normal monthly duties.

Additionally, this month:

The park/streets division prepared for a storm at the beginning of the month bringing down windscreens, sunshades and banners until the threat had passed. They installed new no parking signs around the city,

cleaned up behind Walgreens and repaired a broken storm drain grate on Lindley Avenue and replaced a leaky outdoor shower at Fornari Park.

The electrician changed out some decorative lights to LED lamps, changed out switches at the pavilion, replaced a pole at 3700 A1A, trouble shot the pavilion fans that aren't working and handled 32 electrical line locates.

SEWER DIVISION:

Currently four positions.

Normal monthly duties:

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

Additionally, this month:

The division cleaned check valves as stations 1-11, checked and re-checked all the grease traps around the city, inspected the force main at Daytona Maxx construction site and replaced the modem and dialer at station 4. When the electrician was out of town they handled 11 electrical locates for him, they also handled 6 animal control calls, 3 pool meter readings and 50 sewer line locates.

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
AUGUST 24, 2021 AGENDA

TO:	Honorable Mayor and Members of the City Council
COPIES TO:	Mike Booker, City Manager
	Cheri Schwab, City Clerk
FROM:	John Cary, City Attorney
DATE	August 18, 2021
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 10, 2021. Please advise if you have any questions, comments or concerns relative to these matters.

(1) Seized Dogs

Conducted hearing on seized dogs, resulting in a victory for the city. A petition for costs will be conducted after we have final costs determined.

(2) Treasure Island

Met multiple times with city staff and developer, management, and developer's counsel regarding a stipulated agreement for the Treasure Island property. Held a public hearing on the stipulated agreement.

(3) Opioid Litigation

Reviewed additional documents received for the opioid litigation case.

Respectfully, submitted,

/s/ John Cary, 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: August 19, 2021

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

FROM: Michael T. Booker, City Manager

SUBJECT: City Manager's Report – August 24, 2021

Treasure Island:
City Council approved the stipulated agreement with Acres Capital. This opens the door for the demolition and redevelopment of this iconic property. It establishes a timeline to reach the goals of the City Council in a timely manner and avoids potentially lengthy litigation.

Museum Dedication:
Many thanks to everyone who planned and participated in the dedication of the Don Large Museum on August 19th. It warmed my heart to see so many of Don's former colleagues and hear them reminisce about his life in the Shores.

Sewer Redundancy:
Later this week Assistant City Manager Swartzlander and I will meet with Daytona Beach City Manager, Derrick Feacher, to discuss the potential viability of establishing true sanitary sewer redundancy for Daytona Beach Shores.

CITY COUNCIL AGENDA MEMORANDUM
AUGUST 24, 2021 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Kurt Swartzlander, Finance Director
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Selection of Audit Firm

SYNOPSIS:

During the 4:00pm Auditor Selection Committee meeting, the Committee heard presentations from each of the three respondents to the RFP. From this meeting the City Council shall recommend staff enter into negotiations with one of those three firms based upon the recommendation of the auditor selection committee.

FISCAL IMPACT STATEMENT:

This is a budgeted expenditure and is included in the FY 2021-22 Budget that will be approved in September 2021.

BACKGROUND:

LEGAL REVIEW:

Per Council direction

RECOMMENDATION:

Select an Audit firm to conduct the Annual Audit of City Financial records

SUGGESTED MOTION:

Motion to select {Fill in the Blank} to serve as The City of Daytona Beach Shores Audit Firm and designate the City Manager to negotiate and enter into a Letter of Engagement with the firm.

ATTACHMENT: None

CITY COUNCIL AGENDA MEMORANDUM
AUGUST 24, 2021 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Kurt Swartzlander, Finance Director
PREPARED BY: Kurt Swartzlander, Finance Director
SUBJECT: Award of Bid to sell 136 Beachcomber St.

SYNOPSIS:

The city issued a request for bids to sell the city-owned property located at 136 Beachcomber St. The City received two bids on the subject property.

The first bid opened was from Shiela Duncan of Wow Factor Interiors, LLC and was in the amount of $215,000. However, this bid included a request for the city to finance the loan.
The second bid opened was from Chris and Kevin Purucker from the Cracked Egg Diner. Their bid was in the amount of $175,000 and included an escalation clause to exceed the highest bid by $2,500 up to a maximum of $267,000. This clause would have made the bid $217,500. After consultation with the city attorney, the escalation clause was deemed to be invalidated, leaving this bid at $175,000.

The RFP issued by the City states the following:
"This ITB may be awarded to the responsible Bidder meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest."

Discussion should take place on if the City is willing to accept the bids as is, direct staff to negotiate with a specific bidder, or reject all bids.

FISCAL IMPACT STATEMENT:

Dependent upon council action.

BACKGROUND:

LEGAL REVIEW:

The escalation clause has no legal effect. The purpose of sealed bidding is to allow contractors and other bidders to consider their best price and bid appropriately. Allowing bidders to automatically become the highest (or lowest) bidder by automatically slightly outbidding the highest (or lowest) bidder through an escalation clause is an attempt to upend the system, as well as creating a potential legal impossibilty if both bidders had added a similar clause. However, the bid is not invalidated, only the escalation clause. The city need not automatically award the highest (or lowest) bidder. The city may consider all terms of the offer (including financing) and decide what is in its best interest, and it may select a bidder and continue to negotiate with that bidder (but any negotiation may only be to the city's benefit), or it may reject all bids and hire a broker or agent or determine some other method to sell the property.

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:
1. Purucker
2. Duncan

The Cracked Egg Diner
3280 S. Atlantic Avenue - Suite D
Daytona Beach Shores, FL 32118

City of Daytona Beach Shores
ATTN: Cheri Schwab, City Clerk
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118

July 29, 2021

Dear Ms. Schwab:

We would like to take this opportunity to thank you for allowing us to bid on the property located at 136 Beachcomber Street.

Our intentions are to keep the property for a long period of time and work with all the existing tenants. We know that the city is not paying the real estate commission and we have noted that in the contract. We have also waived our inspection period.

We have enclosed a cashier's check in the amount of $13,350.00 for our bid deposit. We will be paying cash for the property. Also, please see item #23 (additional terms) of the commercial contract stating in the event of a competing offer, an Escalation Clause shall be in effect.

Thank you for your time.

Respectfully submitted,

Chris Purucker

Kevin Purucker

Commercial Contract

1. **PARTIES AND PROPERTY:** Kevin B Purucker and Christopher E Purucker ("Buyer") agrees to buy and City of Daytona Beach Shores ("Seller") agrees to sell the property at:

Street Address: 136 Beachcomber Street, Daytona Beach Shores, FL 32118

Legal Description: 00 22-15-33 IRREG PARCEL IN GOVT LOT 4 LYING S OF BEACHCOMBER S T & W OF SR A1A MEAS 119.02 F

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ 175,000

(a) Deposit held in escrow by: _____ $ 13,350
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: _____ Phone: _____

(b) Additional deposit to be made to Escrow Agent
☐within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐within ____ days after Effective Date _____ $ 0

(c) Additional deposit to be made to Escrow Agent
☐within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐within ____ days after Effective Date $ 0

(d) Total financing (see Paragraph 5) _____ $ 0

(e) Other _____ $ 0

(f) All deposits will be credited to the purchase price at closing.
Balance to close, subject to adjustments and prorations, to be paid via wire transfer. $ 161,650

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 08/13/2021, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or 08/13/2021 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on 09/10/2021 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

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on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Volusia County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

_____.

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter not a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☑ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as 136 Beachcomber Street, Daytona Beach Shores, FL 32118.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☑ **Seller's** ☐ **Buyer's** expense and within _____ days after Effective Date or at least 15 days before Closing Date deliver to **Buyer** (check one) ☑ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

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Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within 10 days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☑ **Seller** will, within 5 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____;

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☑ **Buyer** will, at ☐ **Seller's** ☑ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☑ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☑ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☐ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

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Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☑ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer. Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller.** If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

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17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☑ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer, Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: N/A
(Company Name) (Licensee)

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated_ by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

(b) Buyer's Broker: Oceans Luxury Realty Full Service, LLC (Company Name) Kevin Purucker (Licensee)

3162 S Atlantic Ave, Daytona Beach Shores, FL 32118
(Address, Telephone, Fax, E-mail)

Buyer (07/28/21 2:15 PM EDT dotloop verified) (07/27/21 2:50 PM EDT dotloop verified) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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who ☑ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☑ other (specify) No compensation. Buyer and Buyer's broker waives the right to Real Estate commission. (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
☐ Seller Representations	☐ Seller Financing	☐ Other

23. ADDITIONAL TERMS:

In the event of a competing offer, an Escalation Clause shall be in effect. Buyer will pay $2,500 more than any other competing offer up to a maximum of $267,000. If this Escalatory Clause prevails, the seller will provide a copy of the next highest offer, with the other buyer's identification obliterated, and return with the accepted offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER

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ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

kevin purucker dotloop verified 07/28/21 2:15 PM EDT MU0D-AEPW-C8CR-V3GT Date: _____
(Signature of Buyer)

Kevin B Purucker Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

Christopher E Purucker dotloop verified 07/27/21 2:50 PM EDT NLF2-IUNE-FONK-YZJ5 Date: _____
(Signature of Buyer)

Christopher E Purucker Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

Buyer's Address for purpose of notice _____

Facsimile: _____ Email: kpurucker@aol.com, puruckerc@gmail.com

_____ Date: _____
(Signature of Seller)

City of Daytona Beach Shores Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

_____ Date: _____
(Signature of Seller)

_____ Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

Seller's Address for purpose of notice: _____

Facsimile: _____ Email: _____

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Buyer (07/28/21 2:15 PM EDT dotloop verified) (07/27/21 2:50 PM EDT dotloop verified) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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P. O. Box 214585
South Daytona, FL 32121

sheilad@wowfactor-interiors.com

WOW FACTOR
INTERIORS, LLC

www.wowfactor-interiors.com

Office/Studio:
136 Beachcomber St., Ste. B
Daytona Beach Shores, FL 32118

Phone: (386)882-6373

July 27, 2021

Cheri Schwab
City Clerk, City Hall
2990 S Atlantic Ave
Daytona Beach Shores, FL 32118

IN RE: Bid for Property Located:
136 Beachcomber Street
Daytona Beach Shores, FL 32118

Dear Cheri,

Purpose of this letter is to offer a bid for purchase of the above mentioned property owned by the City of Daytona Beach Shores located at 136 Beachcomber Street.

I would like to ask the City Council to consider my offer of $215,000.

I have been a tenant of the property for almost 5 years and am very satisfied and established in this l ocation. The other two tenants in the building feel the same way. We feel that staying here would greatly benefit the stability of our companies as well serving many unique needs for the Shores community.

I would also like to ask the City of Daytona Beach Shores to consider financing this offer, should it be accepted. I am enclosing cashiers check in the amount of $10,750, representing the required 5% bid deposit.

Your consideration is greatly appreciated and look forward to your decision.

Respectfully,

Sheila A. Duncan
Wow Factor Interiors, LLC