



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING SEPTEMBER 28, 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. NEW BUSINESS (TRIM PROCESS ONLY):**
 - A. A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FOR FISCAL YEAR 2021-2022; PROVIDING FOR AN EFFECTIVE DATE.
 - B. Resolution 2021-10 Final Budget Adoption FY 2021-2022
- 6. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**

7. APPROVAL OF MINUTES

- A. City Council Minutes September 13, 2021

8. CONSENT AGENDA:

- A. Public Safety August report
- B. Community Services, August 2021 Report
- C. Building Division, August 2021 Report
- D. Port Orange/South Daytona Chamber of Commerce Agreement Renewal

9. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report

10. REPORTS OF THE CITY MANAGER:

- A. City Manager Report September

11. OLD BUSINESS:

12. NEW BUSINESS:

- A. Ordinance 2021-09: Comprehensive Plan Amendment - Property Rights Element
- B. Ordinance 2021-10: Treasure Island Stipulated Settlement Agreement
Comprehensive Plan Amendment - 2025 S. Atlantic Ave, et al
- C. Ordinance 2021-11: Proposed Amendment to the Atlantic Avenue Estates
Development Agreement; Request by owner of 3833 Cardinal Boulevard
- D. Ordinance 2021-13 Sale of Property located at 136 Beachcomber.
- E. Consideration for Alternate Member to Planning & Zoning Board

13. COUNCIL COMMENTS:

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

16. 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.



**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 28, 2021 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM: Kurt Swartzlander, Finance Director

PREPARED BY: Kurt Swartzlander, Finance Director

SUBJECT: A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FOR FISCAL YEAR 2021-2022; PROVIDING FOR AN EFFECTIVE DATE.

SYNOPSIS:

As per Florida Statute the City of Daytona Beach Shores must adopt a final millage rate. In July the City Council adopted a proposed rate of 4.9356 mills. On September 13th, 2021 the city council adopted a tentative rate of 4.9356 mills. This is the rolled-back rate. The council may adopt the proposed rate or go lower than the proposed but cannot go above without re-advertising to all property owners within the city limits.

FISCAL IMPACT STATEMENT:

Dependent upon council action.

BACKGROUND:

This is the millage rate proposed by the city council at its September 13th meeting and is brought back as directed to council for consideration as the final millage rate.

LEGAL REVIEW:

This is approved as to form and legality.

RECOMMENDATION:

Approve Resolution 2021-R-XX

SUGGESTED MOTION:

MOTION TO APPROVE RESOLUTION 2021-R-XX ADOPTING THE FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2021-2022 BY THE CITY OF DAYTONA BEACH SHORES CITY

GOVERNMENT IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW; ADOPTING THE FINAL MILLAGE RATES FOR FISCAL YEAR 2021-2022 FOR THE CITY AT 4.9356 MILLS AS OPERATING MILLAGE AND 0.00 MILLS FOR VOTED DEBT SERVICE.

ATTACHMENT: 1. Resolution 2021-R-11 FY21-22 FINAL Millage Rate

RESOLUTION 2021-R-11

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FOR FISCAL YEAR 2021-2022; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores of Volusia County, Florida, on September 28th, 2021, adopted Fiscal Year 2021-2022 Millage Rates following a public hearing as required by Florida Statute 200.065;

WHEREAS, the City of Daytona Beach Shores of Volusia County, Florida, held a public hearing as required by Florida Statute 200.065; 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 \$1,759,511,234.

NOW, THEREFORE, BE IT RESOLVED by the City of Daytona Beach Shores of Volusia County, Florida, that:

- 1. The FY2021-2022 operating millage rate is 4.9356 mills, which is the rolled-back rate of 4.9356 mills.**
- 2. The voted debt service millage is 0.00 mills.**
- 3. This resolution will take effect immediately upon its adoption.**

DULY ADOPTED at a public hearing this 28th Day of September, 2021

Time Adopted _____ PM

CITY OF DAYTONA BEACH SHORES, FL

NANCY MILLER, MAYOR

MICHAEL BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

BECKY VOSE, CITY ATTORNEY

Passed and Adopted on this _____ day of _____, 2021



**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 28, 2021 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM: Kurt Swartzlander, Finance Director
PREPARED BY: Kurt Swartzlander, Finance Director
SUBJECT: Resolution 2021-10 Final Budget Adoption FY 2021-2022

SYNOPSIS:

FY2021-2022 Final Budget

FISCAL IMPACT STATEMENT:

Dependent upon Council action.

BACKGROUND:

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Approve Resolution 2021-R-XX

SUGGESTED MOTION:

Motion to Approve Resolution 2021-R-XX adopting the Final budget for the FY2021-2022.

ATTACHMENT:

1. Resolution 2021-R-12 FY2021-2022 FINAL Budget Resolution
2. Budget21-22 Final Agenda

RESOLUTION 2021-R-12

**A RESOLUTION OF THE CITY OF DAYTONA BEACH
SHORES OF VOLUSIA COUNTY, FLORIDA, ADOPTING
THE FINAL BUDGET FOR FISCAL YEAR 2021-2022;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Daytona Beach Shores of Volusia County, Florida, on September 28th 2021, held a public hearing as required by Florida Statute 200.065; and

NOW, THEREFORE, BE IT RESOLVED by the City of Daytona Beach Shores of Volusia County, Florida, that:

1. The Fiscal Year 2021-2022 FINAL Budget be adopted as attached.
2. This resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 28th Day of September 2021.

Time Adopted _____ PM

CITY OF DAYTONA BEACH SHORES, FL

NANCY MILLER, MAYOR

MICHAEL BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

BECKY VOSE, CITY ATTORNEY

Passed and Adopted on this _____ day of _____, 2021

CITY OF DAYTONA BEACH SHORES

GENERAL FUND FUNCTIONAL SUMMARY

Account Description	FY2019-20 Actual	FY2020-21 Amended Bud.	FY2021-22 Budget	Budget Change
Non-Voted Ad-Valorem Taxes*	8,371,902	8,399,000	8,412,300	13,300
Business & Communication Taxes	1,172,684	1,186,900	1,116,400	(70,500)
Voter Approved Taxes*	2,877,641	2,888,500	0	(2,888,500)
Franchise Fees & Permits	960,184	950,400	893,200	(57,200)
Intergovernmental	1,003,731	623,900	721,500	97,600
Charges For Services	1,591,071	1,567,600	1,631,700	64,100
Fines & Forfeitures	106,128	103,200	94,800	(8,400)
Misc. Revenues	167,401	111,400	58,500	(52,900)
Internal Service & Debt Proceeds	714,100	805,000	855,500	50,500
Transfers from Fund Balance	2,401,693	5,772,700	538,200	(5,234,500)
TOTAL REVENUE	19,366,536	22,408,600	14,322,100	(8,086,500)
Legislative	148,308	260,400	212,200	(48,200)
Executive	569,209	605,100	636,900	31,800
Finance	664,639	580,000	597,200	17,200
Legal	111,723	153,900	153,400	(500)
Planning	121,449	138,200	138,300	100
Other Gov't Services	201,486	271,100	245,800	(25,300)
Public Safety	5,491,381	6,520,600	6,270,300	(250,300)
Building/Codes	562,798	557,300	643,800	86,500
Physical Environment	1,154,043	1,222,500	1,472,300	249,800
Physical Environment Debt	2,747,877	8,080,100	0	(8,080,100)
Public Works	1,531,039	1,839,800	1,614,700	(225,100)
Benefit Term Payout	18,355	29,400	142,000	112,600
Industry Development	0	0	0	0
Parks & Rccreation	474,737	421,200	490,200	69,000
Community Center	327,058	371,600	546,000	174,400
Contingency	150,000	1,357,400	1,159,000	(198,400)
General Debt	5,092,434	0	0	0
Inventory [Prior Yr. Actual Only]	0	0	0	0
TOTAL EXPENSE	19,366,536	22,408,600	14,322,100	(8,086,500)
TOTAL REVENUE LESS EXPENSE	0	0	0	0

CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2021-22 GENERAL FUND REVENUE BUDGET

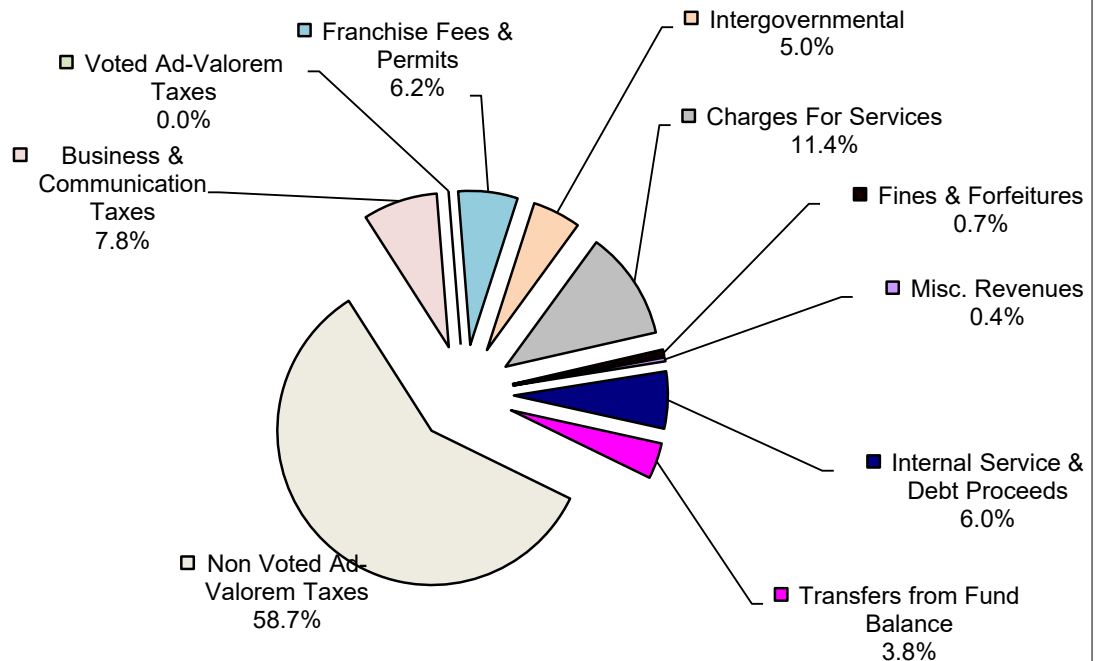
Account Description	GENERAL FUND LINE ITEM REVENUE DETAIL			
	FY2019-20 Actual	FY2020-21 Amended Bud.	FY2021-22 Budget	Budget Change
Based on State Revenue Estimate				
310-3110-11100 Ad-Valorem	8,130,423	8,283,000	8,288,000	5,000
310-3110-11115 Debt Service Ad-Valorem	2,794,684	2,847,100	0	(2,847,100)
310-3110-12000 Delinq Ad-Valorem	241,479	116,000	124,300	8,300
310-3110-12001 Delinq Debt-Serv Ad-Valorem	82,957	41,400	0	(41,400)
310-3130-13700 Business Tax Receipts	94,730	98,100	98,100	0
310-3130-13750 County Business Tax Rcpt.	4,273	3,800	3,800	0
310-3140-14100 Utility Tax-Elec 10%	839,960	850,500	780,000	(70,500)
310-3140-14110 Utility Tax-Gas 10%	12,342	14,200	14,200	0
310-3140-14130 Local Comm. Service Tax	221,380	220,300	220,300	0
320-3220-22100 Building Permits	217,016	160,400	190,000	29,600
320-3220-22110 Electric Permits	33,982	21,900	26,000	4,100
320-3220-22120 Plumbing Permits	31,616	24,000	30,000	6,000
320-3220-22130 Mechanical Permits	37,789	42,700	35,000	(7,700)
320-3220-22135 Excavation Permits	300	200	200	0
320-3220-22140 Plan Review	110	300	300	0
320-3220-22180 Franchise Fee-Elec.	569,554	619,000	540,000	(79,000)
320-3220-22190 Franchise Fee-Gas	26,726	32,600	32,600	0
320-3220-22200 Francise Fee-Impound	25,085	24,100	24,100	0
320-3220-29000 Other Lic. & Permits	18,008	25,200	15,000	(10,200)
330-3330-33540 Loc.Opt. 1-6 c Fuel Tax (.02)	145,844	135,100	150,000	14,900
330-3330-33550 Loc.Opt. 1-5 c Fuel Tax (.05) [R]	107,301	97,500	100,000	2,500
330-3340-33460 Public Safety Grants	3,329	0	0	0
330-3340-33470 Local Grant	160,557	0	0	0
330-3340-33600 FEMA Grant	103,946	0	0	0
334-3347-69682 DBS Foundation Donations		0	0	0
330-3350-34410 FDOT Lighting Maint. Agree	100,170	100,100	106,300	6,200
330-3350-35120 State Revenue Sharing	120,459	95,700	105,000	9,300
330-3350-35150 Alcohol Bev. License	12,633	12,000	12,000	0
330-3350-35180 Loc.Gov. 1/2 Cent Sales Tax	236,415	167,000	235,000	68,000
330-3350-35410 Muni. Vehicle Rebate	5,103	8,600	5,000	(3,600)
330-3350-35490 FDOT Signal Maint Agree	7,975	7,900	8,200	300
340-3420-42140 Outside Detail	2,136	2,500	2,500	0
340-3420-42210 County Fire Protect Contract	56,924	55,600	65,000	9,400
340-3430-43400 Garbage Revenue	1,330,337	1,310,000	1,398,000	88,000
340-3430-43600 Recycling Revenue	100,371	99,200	101,200	2,000
340-3430-43700 Purchasing Card Rebates	63,358	48,000	40,000	(8,000)
340-3440-44400 Rentals	20,302	20,400	0	(20,400)
340-3470-47530 Comm. Center Fee	17,698	22,300	10,000	(12,300)
340-3470-47532 Comm. Ctr. Rental	4,480	1,800	15,000	13,200
340-3470-47540 Senior Center Fees	5,130	0	0	0
340-3470-47541 Senior Center Misc.	(9,665)	(12,200)	0	12,200
340-3470-47542 Senior Center Trips	0	20,000	0	(20,000)
350-3510-51100 Court Fines	55,029	40,000	55,000	15,000
350-3510-51300 Police/Fire Education	18,981	12,800	12,800	0
350-3510-51400 Ordinance Violations	0	10,000	0	(10,000)
350-3510-51600 Investigative Reimburse	11,087	4,600	7,000	2,400
350-3510-51700 Code Enforcement Fines	21,031	35,800	20,000	(15,800)

360-3610-61000 Pool Cash Interest	98,218	54,500	23,000	(31,500)
360-3610-61001 Debt Service Millage Interest	4,451	600	0	(600)
360-3610-61002 Loan Covenant Reserve Int.	12,928	8,800	0	(8,800)
360-3610-61200 SBA Operating Interest	6	0	0	0
360-3640-64000 Sale of Fixed Assets	21,951	11,000	10,000	(1,000)
360-3690-69670 Title Search Fee	7,540	4,500	5,500	1,000
360-3690-69900 Misc. Revenue	15,431	22,000	10,000	(12,000)
360-3690-69910 Insurance Proceeds	6,876	10,000	10,000	0
380-3820-82100 From Sewer Ops (Int.Srv.)	714,100	805,000	855,500	50,500
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	2,401,693	5,772,700	538,200	(5,234,500)
TOTAL GENERAL FUND REVENUE	19,366,536	22,408,600	14,322,100	(8,086,500)

GENERAL FUND REVENUE - FUNCTIONAL SUMMARY

Account Description	FY2019-20 Actual	FY2020-21 Amended Bud.	FY2021-22 Budget	Budget Change
Non Voted Ad-Valorem Taxes	8,371,902	8,399,000	8,412,300	13,300
Business & Communication Taxes	1,172,684	1,186,900	1,116,400	(70,500)
Voted Ad-Valorem Taxes	2,877,641	2,888,500	0	(2,888,500)
Franchise Fees & Permits	960,184	950,400	893,200	(57,200)
Intergovernmental	1,003,731	623,900	721,500	97,600
Charges For Services	1,591,071	1,567,600	1,631,700	64,100
Fines & Forfeitures	106,128	103,200	94,800	(8,400)
Misc. Revenues	167,401	111,400	58,500	(52,900)
Internal Service & Debt Proceeds	714,100	805,000	855,500	50,500
Transfers from Fund Balance	2,401,693	5,772,700	538,200	(5,234,500)
TOTAL	19,366,536	22,408,600	14,322,100	(8,086,500)

General Fund Revenue Budget Summary

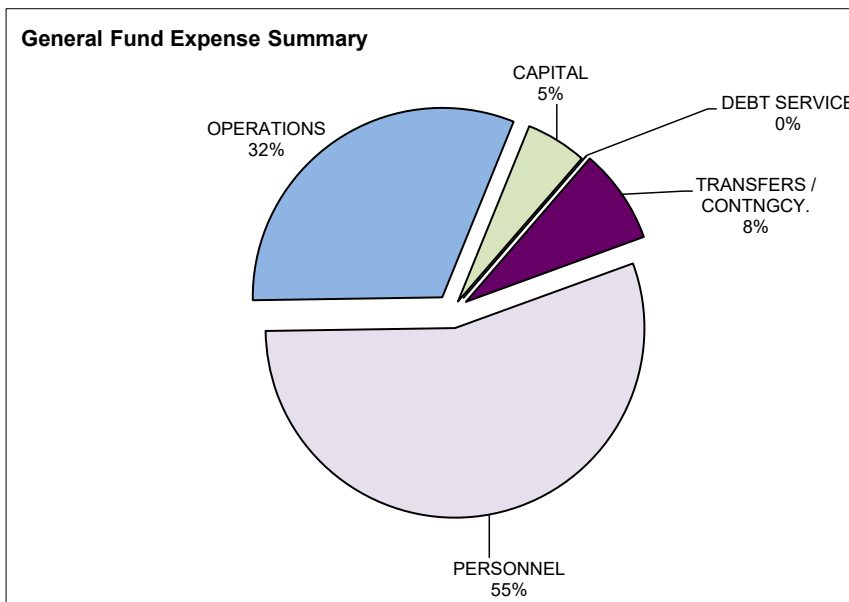


**FISCAL YEAR 2021-2022 BUDGET
GENERAL FUND EXPENDITURES SUMMARY**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	BUDGET CHANGE
5110	LEGISLATIVE	148,308	260,400	212,200	(48,200)
5120	EXECUTIVE	569,209	605,100	636,900	31,800
5130	FINANCE	664,639	580,000	597,200	17,200
5140	LEGAL	111,723	153,900	153,400	(500)
5150	PLANNING	121,449	138,200	138,300	100
5190	OTHER GOVT. SERVICES	201,486	271,100	245,800	(25,300)
5210	PUBLIC SAFETY	5,491,381	6,520,600	6,270,300	(250,300)
5240	BUILDING/CODE DEPT	562,798	557,300	643,800	86,500
5390	ENVIRONMENT (Incl. Debt)	3,901,920	9,302,600	1,472,300	(7,830,300)
5410	PUBLIC WORKS	1,531,039	1,839,800	1,614,700	(225,100)
5690	BENEFIT TERM PAYOUT	18,355	29,400	142,000	112,600
5520	INDUSTRY DEVELOPMENT	0	0	0	0
5720	PARKS & RECREATION	474,737	421,200	490,200	69,000
5751	COMMUNITY CENTER	327,058	371,600	546,000	174,400
5800	CONTINGENCY	150,000	1,357,400	1,159,000	(198,400)
5820	GENERAL DEBT	5,092,434	0	0	0
	Inventory [Prior Yr. Actual Only]	0	0	0	0
TOTAL EXPENDITURES		19,366,536	22,408,600	14,322,100	(8,086,500)

PROPOSED BUDGET: SUMMARY BY CATEGORY OF EXPENSE

PERSONNEL	7,316,550	7,529,300	7,923,100	393,800
OPERATIONS	3,254,193	3,977,400	4,494,100	516,700
CAPITAL	700,350	1,464,400	745,900	(718,500)
DEBT SERVICE	7,840,311	8,080,100	0	(8,080,100)
TRANSFERS / CONTNGCY.	150,000	1,357,400	1,159,000	(198,400)
TOTAL EXPENDITURES	19,261,404	22,408,600	14,322,100	(8,086,500)



**FISCAL YEAR 2021-2022 BUDGET
5110-LEGISLATIVE EXPENSE**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REGULAR SALARY	63,075	63,100	63,100	0.4%	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.	1,055	1,300	1,300	0.0%	0
TOTAL PERSONAL SERVICES		68,955	69,200	69,200	0.5%	0
30	OPERATING EXPENSES					
40	VEHICLE EXPENSE/TRAVEL	1,260	14,700	14,700	0.1%	0
41	COMMUNICATIONS	1,521	1,700	1,700	0.0%	0
45	GENERAL INSURANCE	5,209	5,500	6,300	0.0%	800
47	PRINTING	177	400	400	0.0%	0
49	OTHER CHARGES	65,383	160,400	111,300	0.8%	(49,100)
51	OFFICE SUPPLIES	0	500	500	0.0%	0
52	OPERATING SUPPLIES	325	1,200	1,200	0.0%	0
54	BOOKS/MEMBERSHIPS	5,478	6,800	6,900	0.0%	100
TOTAL OPERATING EXPENSES		79,353	191,200	143,000	1.0%	(48,200)
60	CAPITAL OUTLAY					
620	BUILDING	0	0	0	0.0%	0
TOTAL CAPITAL OUTLAY		0	0	0	0.0%	0
GRAND TOTAL		148,308	260,400	212,200	1.5%	(48,200)

**FISCAL YEAR 2021-2022 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			143,000
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	1,300		
30411	TELEPHONE	1,600	1,600	
30412	POSTAGE	100	100	
30450	GENERAL INSURANCE	6,300	6,300	
30470	PRINTING		400	
	PAPER/BUSINESS CARDS	400		
30490	OTHER CHARGES		111,300	
	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		
	MUSIC LICENSE FEES	900		
30510	OFFICE SUPPLIES	500	500	
30520	OPERATING SUPPLIES	1,200	1,200	
30540	BOOKS/MEMBERSHIP		6,900	
	CONSTANT CONTACT	300		
	FLA LEAGUE OF CITIES	600		
	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	
		0		
TOTAL LEGISLATIVE			212,200	212,200

**FISCAL YEAR 2021-2022 BUDGET
5190-OTHER GOVERNMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
356	COMPUTING NETWORK MAINT	181,273	220,300	221,500	1.5%	1,200
553	CODE ENFORCEMENT BOARD	4,048	6,000	6,000	0.0%	0
554	BEAUTIFICATION BOARD	0	0	0	0.0%	0
556	CITY BEAUTIFICATION GRANT	7,800	29,800	3,300	0.0%	(26,500)
565	CULTURE AND ENTERTAINMENT	8,365	15,000	15,000	0.1%	0
	TOTAL OPERATING EXPENSES	201,486	271,100	245,800	1.7%	(25,300)
60	CAPITAL OUTLAY					
62	BUILDING		0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
	GRAND TOTAL	201,486	271,100	245,800	1.7%	(25,300)

**FISCAL YEAR 2021-2022 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			245,800
30356	COMPUTING NETWORK MAINT		221,500	
	FLGISA Membership Dues	200		
	A1A Point to Multipoint Wireless Project	2,000		
	Backup - Veeam B&R Enterprise Licensing	7,000		
	Server OS & Client Access Licenses	2,500		
	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	750		
	Anti-Malware - 40 Seats	2,000		
	Cisco Umbrella Web Filtering	8,700		
	Civic Enage - City Web Site, Mobile App	7,300		
	CivicHR	3,900		
	CivicRec	4,500		
	CivicClerk	3,300		
	Guardian Tracking Contract	3,600		
	Intrusion Detection Hardware	2,500		
	Nessus Vulnerability Scanner Software Contrac	2,500		
	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 (Video Stream)	1,000		
	Social Media Archiving	4,800		
	2FA Licensing	3,000		
	Training,Conference,Travel	6,500		
	KnowBe4	2,500		
	Vehicle Support	1,500		
	Firewall Warranty	4,000		
	Remote Access Software	1,000		
	Desktop Warranties	600		
	Desktop/Laptop R&R	14,000		
	L0phtCrack PW Auditor Software Contract	200		
	PDQ Inventory & Deploy Software Contract	2,000		
	Server Warranties	3,000		
	Munis Maintenance	45,600		
	VMWare Licensing Contract	7,800		
	MS Windows 10 Enterprise Volume Licensing	12,500		
	Domain Controller Server Replacement	12,000		
	City Meeting Live Streaming	1,200		
30553	CODE ENFORCEMENT BOARD		6,000	
30554	BEAUTIFICATION BOARD		0	
30556	CITY BEAUTIFICATION GRANT		3,300	
	Beautification Grants	2,000		
	Sign Grants	1,300		
30565	CULTURE AND ENTERTAINMENT		15,000	
60	CAPITAL OUTLAY			0
60620	BUILDING		0	
		0		
OTHER GOVERNMENT TOTAL			245,800	245,800

**FISCAL YEAR 2021-2022 BUDGET
5120-EXECUTIVE DEPARTMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	318,801	329,800	335,200	2.3%	5,400
13	OTHER SALARY	0	3,000	4,800	0.0%	1,800
14	OVERTIME	24	0	0	0.0%	0
15	SPECIAL PAY	4,525	300	5,100	0.0%	4,800
21	FICA	23,105	23,400	24,000	0.2%	600
22	RETIREMENT	73,971	81,900	99,700	0.7%	17,800
23	LIFE/HEALTH INSURANCE	35,250	30,300	30,300	0.2%	0
24	WORKER'S COMP.	<u>5,276</u>	<u>6,800</u>	<u>7,200</u>	0.1%	<u>400</u>
	TOTAL PERSONAL SERVICES	460,953	475,500	506,300	3.5%	30,800
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	22,095	14,000	14,000	0.1%	0
34	CONTRACTUAL SERVICES	2,325	11,600	10,100	0.1%	(1,500)
35	TRAINING	1,053	2,000	2,000	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	8,195	12,000	12,000	0.1%	0
41	COMMUNICATIONS	26,185	28,400	28,400	0.2%	0
43	ELECTRIC	0	0	0	0.0%	0
44	RENT AND LEASE	0	0	0	0.0%	0
45	GENERAL INSURANCE	12,014	13,100	12,800	0.1%	(300)
46	REPAIRS/MAINTENANCE	1,574	5,400	5,400	0.0%	0
47	PRINTING	10,873	13,500	13,500	0.1%	0
49	OTHER CHARGES	8,724	14,200	17,200	0.1%	3,000
51	OFFICE SUPPLIES	3,420	4,000	4,000	0.0%	0
52	OPERATING SUPPLIES	8,673	6,000	6,000	0.0%	0
54	BOOKS/MEMBERSHIPS	<u>3,125</u>	<u>5,400</u>	<u>5,200</u>	0.0%	<u>(200)</u>
	TOTAL OPERATING EXPENSES	108,256	129,600	130,600	0.9%	1,000
60	CAPITAL OUTLAY					
61	LAND	0	0	0	0.0%	0
63	IMPROVEMENTS	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
90	CONTINGENCY	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
	GRAND TOTAL	569,209	605,100	636,900	4.4%	31,800

**FISCAL YEAR 2021-2022 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			506,300
10120	REGULAR SALARY		335,200	
	CITY MANAGER			
	CITY CLERK			
	ADMINISTRATIVE ASSISTANT			
10130	OTHER SALARY		4,800	
10140	OVERTIME		0	
10150	SPECIAL PAY		5,100	
10210	FICA		24,000	
10220	RETIREMENT		99,700	
10230	HEALTH		28,000	
10231	LIFE/VISION/DENTAL/ADD		2,300	
10240	WORKER'S COMP		7,200	
30	OPERATING EXPENSES			130,600
30310	PROFESSIONAL SERVICE		14,000	
	TESTING	4,000		
	MISC SERVICES	10,000		
30340	CONTRACT SERVICES		10,100	
	MUNI CODE I-NET FEE	2,000		
	CIVICLERK	4,000		
	WATERCOOLER	1,300		
	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	12,800	12,800	
30460	REPAIRS/MAINTENANCE		5,400	
	COMPUTER	600		
	COPIER MAINT. CONTRACTS (2)	3,000		
	MAINT FEE-DIGITAL 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 2021-2022 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		17,200	
	ADVERTISING	5,000		
	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		5,200	
	BRIGHTHOUSE	800		
	FACC & FPP; MISC	600		
	FCCMA	500		
	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.			636,900	636,900

**FISCAL YEAR 2021-2022 BUDGET
5130-FINANCE DEPARTMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	351,698	355,700	362,200	2.5%	6,500
13	OTHER SALARY	0	0	0	0.0%	0
14	OVERTIME	0	0	0	0.0%	0
15	SPECIAL PAY	75	0	0	0.0%	0
21	FICA	25,552	27,200	27,300	0.2%	100
22	RETIREMENT	56,220	57,600	62,400	0.4%	4,800
23	LIFE/HEALTH INSURANCE	58,780	50,400	50,400	0.4%	0
24	WORKER'S COMP.	5,804	7,300	7,500	0.1%	200
	TOTAL PERSONAL SERVICES	498,130	498,200	509,800	3.6%	11,600
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	2,250	7,000	7,000	0.0%	0
32	ACCOUNT/AUDIT SERVICES	25,200	34,200	34,200	0.2%	0
35	TRAINING	1,261	3,600	9,300	0.1%	5,700
40	VEHICLE EXPENSE/TRAVEL	74	6,800	6,800	0.0%	0
41	COMMUNICATIONS	2,030	4,000	2,700	0.0%	(1,300)
43	UTILITY SERVICES	0	0	0	0.0%	0
44	RENT AND LEASE	2,407	3,500	3,600	0.0%	100
45	GENERAL INSURANCE	5,209	5,500	6,300	0.0%	800
46	REPAIRS/MAINTENANCE	31,820	900	900	0.0%	0
47	PRINTING	107	1,800	1,300	0.0%	(500)
49	OTHER CHARGES	4,763	5,300	5,300	0.0%	0
51	OFFICE SUPPLIES	3,034	4,500	4,900	0.0%	400
52	OPERATING SUPPLIES	12,188	4,000	4,300	0.0%	300
54	BOOKS/MEMBERSHIPS	845	700	800	0.0%	100
	TOTAL OPERATING EXPENSES	91,188	81,800	87,400	0.6%	5,600
60	CAPITAL OUTLAY					
64	EQUIPMENT	75,321	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	75,321	0	0	0.0%	0
	GRAND TOTAL	664,639	580,000	597,200	4.2%	17,200

**FISCAL YEAR 2021-2022 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			509,800
10120	REGULAR SALARY		362,200	
	FINANCE DIRECTOR			
	ASST. FIN. DIR			
	ACCOUNTANT			
	ACCOUNTING CLERK I, II, III			
10130	OTHER SALARY		0	
10140	OVERTIME		0	
10150	SPECIAL PAY		0	
10210	FICA		27,300	
10220	RETIREMENT		62,400	
10230	HEALTH		46,600	
10231	LIFE/VISION/DENTAL/ADD		3,800	
10240	WORKER'S COMP.		7,500	
30	OPERATING EXPENSES			87,400
30310	PROFESSIONAL SERVICES		7,000	
	OPEB ACTUARY	7,000		
30320	ACCOUNT/AUDIT SERVICES		34,200	
	ANNUAL AUDIT/CAFR	24,200		
	SINGLE AUDIT (Fed & State)	10,000		
30350	TRAINING		9,300	
	FGFOA	4,300		
	DAYTONA STATE	4,600		
	CPA REQUIRED CEUs	400		
30403	TRAVEL		6,800	
	FGFOA	5,600		
	FICPA	600		
	MUNIS	400		
	LOCAL TRAINING TRAVEL	200		
30411	TELEPHONE	1,700	1,700	
30412	POSTAGE	1,000	1,000	
30440	RENTAL/LEASE		3,600	
	PITNEY-BOWES/POSTAGE METER	2,000		
	COPIER	1,600		
30450	GENERAL INSURANCE	6,300	6,300	
30460	REPAIRS/MAINTENANCE		900	
	COPIER/PHONE MAINT	900		
30470	PRINTING		1,300	
	ANNUAL BUDGET, CAFR	300		
	CHECKS, ENVELOPES, MISC	700		
	REQS, PO'S, HR FORMS	300		
30490	OTHER CHARGES		5,300	
	ACH & ICMA FEES	200		
	SBA/BoA FEES (GF Only)	5,100		
30510	OFFICE SUPPLIES		4,900	
	COPIER/PRINTER PAPER	1,200		
	SHREDDING	400		
	MISC. OFF. SUPPLIES	2,400		
	PRINTER SUPPLIES	900		

**FISCAL YEAR 2021-2022 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		4,300	
	MISC	4,300		
30540	PUBLICATIONS/MEMBERSHIPS		800	
	AICPA & FICPA MEMBERSHIP	500		
	FGFOA & V/F FGFOA MEM. (3)	300		
60	CAPITAL OUTLAY			0
60640	EQUIPMENT		0	
TOTAL FINANCE DEPT.			597,200	597,200

**FISCAL YEAR 2021-2022 BUDGET
5140-LEGAL EXPENSE**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	87,600	105,000	105,000	0.7%	0
47	PRINTING/CITY ORD.	4,120	5,500	5,500	0.0%	0
49	OTHER CHARGES	20,002	43,400	42,900	0.3%	(500)
54	BOOKS/MEMBERSHIPS	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
	TOTAL OPERATING EXPENSE	111,723	153,900	153,400	1.1%	(500)
	GRAND TOTAL	111,723	153,900	153,400	1.1%	(500)

**FISCAL YEAR 2021-2022 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			153,400
30311	PROFESSIONAL SERVICES	0	0	
30313	MISC LEGAL FEES	105,000	105,000	
30470	PRINTING		5,500	
	ORDINANCE CODIFICATIONS	5,500		
30490	OTHER CHARGES		42,900	
	CODE ON THE INTERNET	1,000		
	ELECTIONS	1,500		
	LEGAL ADVERTISING	20,000		
	MISC	400		
	SETTLEMNTS/DEDUCTIBLS	20,000		
30540	BOOKS/MEMBERSHIPS		0	
	MISC	0		
TOTAL LEGAL			153,400	153,400

**FISCAL YEAR 2021-2022 BUDGET
5150-COMPREHENSIVE PLANNING EXPENSE**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	84,719	87,200	91,500	0.6%	4,300
13	OTHER SALARY	0	0	300	0.0%	300
14	OVERTIME	0	0	0	0.0%	0
21	FICA	6,461	6,700	7,000	0.0%	300
22	RETIREMENT	10,699	8,900	10,000	0.1%	1,100
23	LIFE/HEALTH INSURANCE	11,737	10,100	10,100	0.1%	0
24	WORKER'S COMP.	<u>1,432</u>	<u>1,800</u>	<u>1,900</u>	0.0%	<u>100</u>
	TOTAL PERSONAL SERVICES	115,048	114,700	120,800	0.8%	6,100
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	5,000	5,000	0.0%	0
34	CONTRACT SERVICES	0	0	0	0.0%	0
35	TRAINING	2,140	3,700	3,700	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	0	700	700	0.0%	0
41	COMMUNICATIONS	7	200	200	0.0%	0
47	PRINTING	0	500	500	0.0%	0
52	OPERATING SUPPLIES	200	400	400	0.0%	0
54	BOOKS/MEMBERSHIPS	498	1,000	1,000	0.0%	0
55	PLANNING BOARD	<u>3,558</u>	<u>12,000</u>	<u>6,000</u>	0.0%	<u>(6,000)</u>
	TOTAL OPERATING EXPENSES	6,401	23,500	17,500	0.1%	(6,000)
60	CAPITAL OUTLAY					
64	EQUIPMENT	0	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
	GRAND TOTAL	121,449	138,200	138,300	1.0%	100

**FISCAL YEAR 2021-2022 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			120,800
10120	REGULAR SALARY		91,500	
	CITY PLANNER			
10130	OTHER SALARY		300	
10140	OVERTIME		0	
10210	FICA		7,000	
10220	RETIREMENT		10,000	
10230	HEALTH		9,300	
10231	LIFE/VISION/DENTAL/ADD		800	
10240	WORKER'S COMP		1,900	
30	OPERATING EXPENSES			17,500
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		6,000	
	HEARINGS/LEGAL EXPENSES	6,000		
60	CAPITAL OUTLAY			0
60640	EQUIPMENT	0	0	
TOTAL COMPREHENSIVE PLANNING			138,300	138,300

**FISCAL YEAR 2021-2022 BUDGET
PUBLIC SAFETY SUMMARY**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	2,627,152	2,815,400	2,786,600	19.5%	(28,800)
13	OTHER SALARY	0	45,600	28,300	0.2%	(17,300)
14	OVERTIME	251,262	241,300	252,600	1.8%	11,300
15	SPECIAL PAY	25,149	38,700	27,900	0.2%	(10,800)
21	FICA	215,487	229,600	224,800	1.6%	(4,800)
22	RETIREMENT	615,521	656,700	691,300	4.8%	34,600
23	LIFE/HEALTH INSURANCE	551,871	471,400	451,400	3.2%	(20,000)
24	WORKER'S COMP.	<u>50,055</u>	<u>64,000</u>	<u>64,500</u>	0.5%	<u>500</u>
	TOTAL PERSONAL SERVICES	4,336,497	4,562,700	4,527,400	31.6%	(35,300)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	9,466	5,000	5,000	0.0%	0
34	CONTRACTUAL SERVICES	7,170	10,500	31,200	0.2%	20,700
35	TRAINING	49,158	90,000	96,100	0.7%	6,100
36	COMPUTING NETWORK MAINT	168,129	282,900	297,600	2.1%	14,700
40	VEHICLE EXPENSE/TRAVEL	149,837	181,800	178,400	1.2%	(3,400)
41	COMMUNICATIONS	40,410	60,500	47,900	0.3%	(12,600)
43	UTILITIES	83,636	84,600	84,600	0.6%	0
44	RENT AND LEASE	44,592	47,100	35,300	0.2%	(11,800)
45	GENERAL INSURANCE	118,215	120,300	150,800	1.1%	30,500
46	REPAIRS/MAINTENANCE	43,372	57,400	62,600	0.4%	5,200
47	PRINTING	742	2,000	2,000	0.0%	0
49	OTHER CHARGES	975	8,000	8,000	0.1%	0
51	OFFICE SUPPLIES	8,226	11,400	11,400	0.1%	0
52	OPERATING SUPPLIES	246,643	255,000	433,100	3.0%	178,100
54	BOOKS/MEMBERSHIPS	<u>7,705</u>	<u>11,000</u>	<u>11,200</u>	0.1%	<u>200</u>
	TOTAL OPERATING EXPENSES	978,277	1,227,500	1,455,200	10.2%	227,700
60	CAPITAL OUTLAY					
62	BUILDING	0	13,000	0	0.0%	(13,000)
64	EQUIPMENT	<u>176,607</u>	<u>717,400</u>	<u>287,700</u>	2.0%	<u>(429,700)</u>
	TOTAL CAPITAL OUTLAY	176,607	730,400	287,700	2.0%	(442,700)
	GRAND TOTAL	5,491,381	6,520,600	6,270,300	43.8%	(250,300)

CITY OF DAYTONA BEACH SHORES

5210-PUBLIC SAFETY ADMIN. & CID EXPENSE

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	801,321	807,400	787,900	5.5%	(19,500)
13	OTHER SALARY	0	19,400	21,600	0.2%	2,200
14	OVERTIME	15,405	7,000	5,500	0.0%	(1,500)
15	SPECIAL PAY	13,870	6,100	9,300	0.1%	3,200
21	FICA	60,223	62,400	60,600	0.4%	(1,800)
22	RETIREMENT	164,102	148,500	159,400	1.1%	10,900
23	LIFE/HEALTH INSURANCE	140,424	111,000	111,000	0.8%	0
24	WORKER'S COMP.	14,170	16,700	17,200	0.1%	500
	TOTAL PERSONAL SERVICES	1,209,515	1,178,500	1,172,500	8.2%	(6,000)
30	OPERATING EXPENSES					
35	TRAINING	2,127	3,600	7,800	0.1%	4,200
36	COMPUTING NETWORK MAINT.	168,129	282,900	297,600	2.1%	14,700
40	VEHICLE EXPENSE/TRAVEL	10,753	44,800	44,800	0.3%	0
41	COMMUNICATIONS	40,410	40,700	28,100	0.2%	(12,600)
43	UTILITY SERVICES	83,636	84,600	84,600	0.6%	0
44	RENT AND LEASE	345	5,800	5,800	0.0%	0
45	GENERAL INSURANCE	114,089	116,600	117,800	0.8%	1,200
46	REPAIRS/MAINTENANCE	1,179	1,900	1,900	0.0%	0
47	PRINTING	183	1,000	1,000	0.0%	0
49	OTHER CHARGES	975	8,000	8,000	0.1%	0
51	OFFICE SUPPLIES	5,342	6,400	6,400	0.0%	0
52	OPERATING SUPPLIES	17,340	22,200	25,500	0.2%	3,300
54	BOOKS/MEMBERSHIPS	5,097	7,400	7,500	0.1%	100
	TOTAL OPERATING EXPENSES	449,604	625,900	636,800	4.4%	10,900
60	CAPITAL OUTLAY					
62	BUILDING	0	13,000	0	0.0%	(13,000)
64	EQUIPMENT	31,485	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	31,485	13,000	0	0.0%	(13,000)
	GRAND TOTAL	1,690,604	1,817,400	1,809,300	12.6%	(8,100)

0
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			1,172,500
10120	REGULAR SALARY		787,900	
	PUBLIC SAFETY DIRECT.			
	ADMIN. ASST			
	RECORDS CLERK			
	CAPTAIN			
	LIEUTENANT(S)			
	CRIME ANALYST			
	P/T ACCREDITATION/FIRE SUPT.			
10130	OTHER SALARY		21,600	
10140	OVERTIME		5,500	
10150	SPECIAL PAY		9,300	
10210	FICA		60,600	
10220	RETIREMENT		159,400	
10230	HEALTH		102,600	
10231	LIFE/VISION/DENTAL/ADD		8,400	
10240	WORKER'S COMP.		17,200	
30	OPERATING EXPENSES			636,800
30350	TRAINING		7,800	
	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		297,600	
	Server OS & Client Access Licenses	1,500		
	Server RAM	1,000		
	Firewall Support	4,000		
	Access Control Readers R&R	2,500		
	Desktop Monitor R&R	800		
	Desktop UPS	1,000		
	Laptop Docks	1,500		
	Network Switches/Cabling/Equipment	6,000		
	PC Admin Field Laptop	2,500		
	PC CID Field Laptop	3,400		
	PC Patrol Field Laptops	21,000		
	PCs Office Desktop R&R	2,500		
	Printers/Tapes	2,500		
	Security Cameras	2,000		
	Server UPS	2,500		
	Vehicle Printers	2,500		
	VPN 2FA Authentication Tokens	500		
	Wifi Access Points	1,000		
	Office 365 Email Subscription	19,000		
	Axon - Fleet Cameras and Storage	48,000		
	Axon - OSP Core+ - Body Cams and Tasers	79,500		
	Cable/Internet	7,200		
	County RMS System	5,000		
	Finder	2,500		
	eAgent 2.0	6,500		

	FTO Maintenance Program	1,200	
	Intrusion Detection Hardware	2,500	
	Mobile Device Management (MDM)	2,500	
	Offsite Backup	4,000	
	Power DMS Maintenance Contract	6,800	
	Quartermaster Software	12,000	
	Software Support/Maintenance	1,500	
	TLO Investigate Program	1,300	
	VPN 2FA Authentication Licenses	5,000	
	Software - Adobe Services	3,500	
	AMAG SSA Contract	1,600	
	Anti-Malware	2,500	
	CID Tracking Software	500	
	Crossmatch Scanner Contract	1,000	
	Interview Room Software/Hardware Warranty	2,000	
	Manager Plus Maintenance Contract	1,200	
	RapidID	4,500	
	PC Field Laptop Warranties	1,200	
	Server Warranties	4,000	
	Access Control Server Replacement	12,000	
	Fire Inspector Software	400	
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		26,600
	PHONE SERVICE	11,000	
	WIRELESS	13,100	
	AT&T	2,500	
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	117,800	117,800
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		25,500	
	CLOTHING ALLOWS.	5,500		
	EVIDENCE SUPPLS/PROC	2,000		
	MISC. OPERATING/CLEANING	2,500		
	OFFICE CHAIRS/FOLDING CHAIRS	3,500		
	UNIFORMS & CLEANING	6,000		
	FOPLDING CHAIRS	1,000		
	BARCODE SYSTEM RECORDS/EVID.	5,000		
30540	BOOKS/MEMBERSHIP		7,500	
	Florida Police Chiefs Assoc.	600		
	Volusia County Police Chief's	200		
	NFPA Subscription Service/Membership	1,600		
	Volusia County Fire Chief Assoc/VCFPA	100		
	International Assoc. of Fire Chiefs	100		
	International Police Chief's 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			0
60620	BUILDING		0	
60640	EQUIPMENT		0	
	TOTAL P.S. ADMIN.		1,809,300	1,809,300

CITY OF DAYTONA BEACH SHORES

5211-PUBLIC SAFETY PATROL & RESCUE EXPENSE

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	1,734,329	1,914,600	1,902,000	13.3%	(12,600)
13	OTHER SALARY	0	25,300	6,700	0.0%	(18,600)
14	OVERTIME	234,892	233,300	246,100	1.7%	12,800
15	SPECIAL PAY	10,192	32,600	18,600	0.1%	(14,000)
21	FICA	148,463	159,900	156,700	1.1%	(3,200)
22	RETIREMENT	434,239	500,500	521,200	3.6%	20,700
23	LIFE/HEALTH INSURANCE	387,966	340,200	320,200	2.2%	(20,000)
24	WORKER'S COMP.	<u>34,302</u>	<u>45,300</u>	<u>45,300</u>	0.3%	<u>0</u>
	TOTAL PERSONAL SERVICES	2,984,384	3,251,700	3,216,800	22.5%	(34,900)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	9,466	5,000	5,000	0.0%	0
34	CONTRACTUAL SERVICES	5,896	9,700	24,700	0.2%	15,000
35	TRAINING	47,031	86,400	88,300	0.6%	1,900
40	VEHICLE EXPENSE/TRAVEL	138,809	135,800	132,100	0.9%	(3,700)
41	COMMUNICATIONS	0	19,800	19,800	0.1%	0
44	RENT AND LEASE	44,247	41,300	29,500	0.2%	(11,800)
45	GENERAL INSURANCE	3,571	3,100	32,400	0.2%	29,300
46	REPAIRS/MAINTENANCE	37,228	50,600	51,300	0.4%	700
47	PRINTING	559	1,000	1,000	0.0%	0
51	OFFICE SUPPLIES	2,884	5,000	5,000	0.0%	0
52	OPERATING SUPPLIES	222,831	226,900	401,700	2.8%	174,800
54	BOOKS/MEMBERSHIPS	<u>2,608</u>	<u>3,600</u>	<u>3,700</u>	0.0%	<u>100</u>
	TOTAL OPERATING EXPENSES	515,131	588,200	794,500	5.5%	206,300
60	CAPITAL OUTLAY					
62	BUILDING	0	0	0	0.0%	0
64	EQUIPMENT	<u>145,122</u>	<u>717,400</u>	<u>287,700</u>	2.0%	<u>(429,700)</u>
	TOTAL CAPITAL OUTLAY	145,122	717,400	287,700	2.0%	(429,700)
	GRAND TOTAL	3,644,637	4,557,300	4,299,000	30.0%	(258,300)

0
DEPARTMENTAL BUDGET DETAIL
5211-PUBLIC SAFETY PATROL & RESCUE EXPENSE

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	PERSONAL SERVICES			3,216,800
10120	REGULAR SALARY		1,902,000	
	SERGEANTS			
	DETECTIVES			
	OFFICERS/RESCUE			
10130	OTHER SALARY		6,700	
10140	OVERTIME		246,100	
10150	SPECIAL PAY		18,600	
10210	FICA		156,700	
10220	RETIREMENT		521,200	
10230	HEALTH		289,200	
10231	LIFE/VISION/DENTAL/ADD/CANCER		31,000	
10240	WORKER'S COMP.		45,300	
30	OPERATING EXPENSES			794,500
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		24,700	
	CERTIFICATE RENEWALS	1,700		
	OUTSIDE CONTRACT SERVICES	23,000		
30350	TRAINING		86,800	
	Career Development Courses	1,800		
	CID Training & Conferences	10,000		
	Clin Con Conference	300		
	Defensive Tactics Instructor	3,000		
	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		
	Less lethal training	300		
	Misc. Training Expenses	6,500		
	Motors Training	1,000		
	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	8,000		
	TRT Rope Rescue	1,400		
	IA Conference	1,000		
30351	PSO FIRE TRAINING	1,500	1,500	
30401	GAS/OIL	65,100	65,100	
30402	REPAIRS		52,000	
	GEN.REPAIR/MAINT	44,000		
	CONTRACT CAR WASH	3,000		
	CONTROL SYSTEM	1,500		
	WHELEN LIGHT & SIREN PACKAGI	2,000		
	MOTORCYCLE EQUIP	1,500		
30403	TRAVEL		15,000	
	Patrol -Travel to Seminars, Court and Conf	5,000		
	CID- Travel to Seminars, Court and Confere	9,000		

	Fire Marshal - Travel to Conferences	1,000	
30411	TELEPHONE		19,800
	Verizon	400	
	ATT	19,400	
30440	LEASES		29,500
	D.B. HYDRANTS	7,500	
	MONTHLY COPIES CHARGE	600	
	P.O. HYDRANTS	12,300	
	AIR CARDS/LAPTOPS	9,100	
30450	GENERAL INSURANCE	32,400	32,400
30460	REPAIRS/MAINTENANCE		51,300
	Bio Hazard Disposal	1,500	
	Bunker Gear cleaning	500	
	Callyo annual subscription	5,100	
	Fire Extinguisher service	400	
	Ladder repair & labels	500	
	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	300	
	Physio Tech Support 2 life paks	4,000	
	Pump, Ladder & Hose Testing	5,000	
	Radar Units (Calibrate 2 times/year-repairs)	2,000	
	Radio and Light Bars not included in Mainte	1,000	
	Radio Profile Update 80 @ \$34.00 each	2,900	
	TNT/Edraulic/strong arm servicing	1,000	
	Weapon maintenance & replacement parts	2,500	
30470	PRINTING		1,000
	REPORTS/FORMS/ETC...	1,000	
30510	OFFICE SUPPLIES	5,000	5,000
30520	OPERATING SUPPLIES		401,700
	2 Replacement chairs	1,000	
	AR -15 Rifles 10@\$950. each	9,500	
	AED 6 @1566.68	9,400	
	Badges	1,500	
	Ballistic Vests 5 @\$1100 each	5,500	
	Ballistic Shields 4 @ \$1823.	7,300	
	Battery Ventilation Fan	6,500	
	Bunker gear 10 sets @ \$2500. Each	25,000	
	Car Radios P25 Compliant	46,800	
	CID duty gear & equipment	4,000	
	Decon Equipment	500	
	Dehumidifier	300	
	Drug Test Kits	1,500	
	Duty Ammo	5,000	
	Duty gear	2,500	
	Evidence/crime scene supplies/equipment	5,000	
	Fire Extinguishers	500	
	Fire gloves/hoods/helmets/boots/misc acce:	6,500	
	Fire Inspector Tools & equipment	300	
	Motor radio communications kit	2,300	
	Hearing & Eye Protection	400	
	Load Bearing outer carriers 18 @ 325. eac	5,900	
	Medical Supplies	30,000	
	Miscellaneous Equipment	3,000	
	Miscellaneous Supplies & Tools	3,500	
	Mobile bunker gear lockers	9,200	
	MSA Masks & Parts/heads up displayscartr	5,000	

	Outfit package for 15 rifles	13,000		
	Oxygen Fill Station	400		
	Personnel Rehab Equipment 2 @250. each	500		
	Portable Hose Racks	2,500		
	Portable Radios P25 Compliant	92,900		
	Radios/Antennas/Batteries/microphones/Ch	3,500		
	Shelving & storage bins for EMS room	7,000		
	Shoe allowance	5,500		
	Stalker Radar units 3 @ \$2202.00	6,600		
	Tablet for fire inspectors	700		
	Tactical Equipment	17,100		
	Rapid ID 2 @ 4164. each	8,400		
	Tools, Hose & Foam	5,000		
	TRT Rope Rescue	700		
	Uniforms & Cleaning/Motor gear	40,000		
30540	BOOKS/MEMBERSHIP		3,700	
	50 Florida Law Enforcement Handbooks	1,200		
	Florida State Statutes	700		
	IAFCI Membership	100		
	Misc Publications/Memberships	900		
	IAFCI Certification	500		
	NOTA membership	300		
60	CAPITAL OUTLAY			287,700
60620	BUILDING	0	0	
60640	EQUIPMENT		287,700	
	PATROL CARS (5)	247,700		
	ZOLL LIFE PAK MONITOR	40,000		
TOTAL P.S. PATROL DEPARTMENT			4,299,000	4,299,000

FISCAL YEAR 2021-2022 BUDGET
5213-PUBLIC SAFETY- AUTO MAINTENANCE EXPENSE

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	91,501	93,400	96,700	0.7%	3,300
13	OTHER SALARY	0	900	0	0.0%	(900)
14	OVERTIME	965	1,000	1,000	0.0%	0
15	SPECIAL PAY	1,087	0	0	0.0%	0
21	FICA	6,801	7,300	7,500	0.1%	200
22	RETIREMENT	17,180	7,700	10,700	0.1%	3,000
23	LIFE/HEALTH INSURANCE	23,481	20,200	20,200	0.1%	0
24	WORKER'S COMP.	<u>1,583</u>	<u>2,000</u>	<u>2,000</u>	0.0%	<u>0</u>
	TOTAL PERSONAL SERVICES	142,599	132,500	138,100	1.0%	5,600
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	1,274	800	6,500	0.0%	5,700
35	TRAINING	0	0	0	0.0%	0
40	VEH EXP/TRAVEL	275	1,200	1,500	0.0%	300
43	UTILITY SERVICES	0	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.	4,965	4,900	9,400	0.1%	4,500
52	OPERATING SUPPLIES	6,473	5,900	5,900	0.0%	0
54	BOOKS/MEMBERSHIPS	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
	TOTAL OPERATING EXPENSES	13,542	13,400	23,900	0.2%	10,500
60	CAPITAL OUTLAY					
64	EQUIPMENT	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
	GRAND TOTAL	156,141	145,900	162,000	1.1%	16,100

**FISCAL YEAR 2021-2022 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			138,100
10120	REGULAR SALARY		96,700	
	MECHANICS			
10130	OTHER SALARY		0	
10140	OVERTIME		1,000	
10150	SPECIAL PAY		0	
10210	FICA		7,500	
10220	RETIREMENT		10,700	
10230	HEALTH		18,700	
10231	LIFE/VISION/DENTAL/ADD		1,500	
10240	WORKER'S COMP.		2,000	
30	OPERATING EXPENSES			23,900
30340	CONTRACT SERVICES		6,500	
	UNIFORM RENTAL	1,500		
	FUEL TANK CLEANING	5,000		
30350	TRAINING	0	0	
30401	GAS/OIL	1,000	1,000	
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		9,400	
	FUELMASTER MAINTENANCE	1,300		
	GENERATOR MAINTENANCE	1,700		
	MISCELLANEOUS REPAIRS	1,400		
	TIRE DISPOSAL	500		
	VEHICLE LIFT INSPECTION/REPAIR	4,500		
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.			162,000	162,000

**FISCAL YEAR 2021-2022 BUDGET
5240-BUILDING AND CODES EXPENSE**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	372,172	382,400	436,000	3.0%	53,600
13	OTHER SALARY	0	5,600	7,000	0.0%	1,400
14	OVERTIME	1,084	500	500	0.0%	0
15	SPECIAL PAY	5,940	2,300	500	0.0%	(1,800)
21	FICA	27,974	29,700	33,500	0.2%	3,800
22	RETIREMENT	59,069	49,200	59,000	0.4%	9,800
23	LIFE/HEALTH INSURANCE	58,804	50,400	60,600	0.4%	10,200
24	WORKER'S COMP.	<u>6,407</u>	<u>8,000</u>	<u>9,200</u>	0.1%	<u>1,200</u>
	TOTAL PERSONAL SERVICES	531,449	528,100	606,300	4.2%	78,200
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	8,895	2,300	2,300	0.0%	0
35	TRAINING	758	4,000	6,000	0.0%	2,000
40	VEHICLE EXPENSE/TRAVEL	2,797	5,700	5,700	0.0%	0
41	COMMUNICATIONS	2,619	3,000	3,000	0.0%	0
44	RENT AND LEASE	0	0	0	0.0%	0
46	REPAIRS/MAINTENANCE	3,068	5,100	5,800	0.0%	700
47	PRINTING	(10)	500	500	0.0%	0
51	OFFICE SUPPLIES	1,362	2,000	2,000	0.0%	0
52	OPERATING SUPPLIES	10,333	4,900	8,900	0.1%	4,000
54	BOOKS/MEMBERSHIPS	<u>1,526</u>	<u>1,700</u>	<u>3,300</u>	0.0%	<u>1,600</u>
	TOTAL OPERATING EXPENSES	31,349	29,200	37,500	0.3%	8,300
60	CAPITAL OUTLAY					
64	EQUIPMENT	<u>0</u>	<u>0</u>	<u>0</u>	0.0%	<u>0</u>
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
	GRAND TOTAL	562,798	557,300	643,800	4.5%	86,500

**FISCAL YEAR 2021-2022 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			606,300
10120	REGULAR SALARY		436,000	
	DIRECTOR			
	BLDG. OFFICIAL			
	SECRETARY			
	CODE ENFORCE OFFICIAL			
	FIRE INSPECTOR/CODE OFF.			
10130	OTHER SALARY		7,000	
10140	OVERTIME		500	
10150	SPECIAL PAY		500	
10210	FICA		33,500	
10220	RETIREMENT		59,000	
10230	HEALTH		56,000	
10231	LIFE/VISION/DENTAL/ADD		4,600	
10240	WORKER'S COMP.		9,200	
30	OPERATING EXPENSES			37,500
30310	PROFESSIONAL SERVICES		2,300	
	PLAN REVIEWS (revenue linked)	300		
	SURVEYORS,ENGINEER	2,000		
30350	TRAINING		6,000	
	BLDG.OFF. / ICC CONFERS	2,000		
	PROFESSIONAL SEMINAR	4,000		
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		5,800	
	MISC REPAIRS	700		
	IWORQ SOFTWARE MAINT	4,100		
	COPIER MAINT.	1,000		
30470	PRINTING		500	
	MAPS/PRINTS/DRAWINGS	200		
	MISC	300		
30510	OFFICE SUPPLIES	2,000	2,000	
30520	OPERATING SUPPLIES		8,900	
	CITY SHIRTS	500		
	PLAN REVIEW SCREENS/READE	4,000		
	MISC. SUPPLIES	4,400		
30540	BOOKS/MEMBERSHIP	3,300	3,300	
60	CAPITAL			0
60640	CAPITAL EQUIPMENT	0	0	
TOTAL BUILDING DEPT. EXPENSE			643,800	643,800

**FISCAL YEAR 2021-2022 BUDGET
5390 - PHYSICAL ENVIRONMENT**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	15,271	18,000	18,000	0.1%	0
43	UTILITIES (Solid Waste/Recycle)	1,138,772	1,204,500	1,454,300	10.2%	249,800
44	RENT AND LEASE	0	0	0	0.0%	0
46	REPAIRS/MAINTENANCE	0	0	0	0.0%	0
52	OPERATING SUPPLIES	0	0	0	0.0%	0
54	BOOKS/MEMBERSHIPS	0	0	0	0.0%	0
	TOTAL OPERATING EXPENSES	1,154,043	1,222,500	1,472,300	10.3%	249,800
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	2,452,914	7,144,800	0	0.0%	(7,144,800)
720	INTEREST EXPENSE	294,963	935,300	0	0.0%	(935,300)
730	ADMIN CHARGE (Rev. Offset)	0	0	0	0.0%	0
	TOTAL DEBT SERVICE	2,747,877	8,080,100	0	0.0%	(8,080,100)
	GRAND TOTAL	3,901,920	9,302,600	1,472,300	10.3%	(7,830,300)

**FISCAL YEAR 2021-2022 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			1,472,300
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)	1,356,100	1,356,100	
30436	RECYCLING (revenue linked)	98,200	98,200	
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			0
70710	PRINCIPAL EXPENSE		0	
	\$10M 2007 Tranche 1 BoA 4.068%	0		
	\$10M 2008 Tranche 2 BoA 4.137%	0		
	\$8970394.92 Tranche 3 BoA 3.45%	0		
70720	INTEREST EXPENSE		0	
	\$10M 2007 Tranche 1 BoA 4.068%	0		
	\$10M 2008 Tranche 2 BoA 4.137%	0		
	\$8970394.92 Tranche 3 BoA 3.45%	0		
70730	ADMIN CHARGE (OFFSET)	0	0	
	Loan Fees	0		
TOTAL UG UTIL DEPARTMENT			1,472,300	1,472,300

**FISCAL YEAR 2021-2022 BUDGET
PUBLIC WORKS EXPENSE SUMMARY**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	513,532	528,800	514,800	3.6%	(14,000)
13	OTHER SALARY	0	1,500	3,700	0.0%	2,200
14	OVERTIME	3,029	3,100	3,100	0.0%	0
15	SPECIAL PAY	50	2,100	1,500	0.0%	(600)
21	FICA	37,782	40,900	40,000	0.3%	(900)
22	RETIREMENT	88,539	59,700	57,200	0.4%	(2,500)
23	LIFE/HEALTH INSURANCE	163,505	130,900	111,200	0.8%	(19,700)
24	WORKER'S COMP.	9,271	11,000	10,900	0.1%	(100)
	TOTAL PERSONAL SERVICES	815,708	778,000	742,400	5.2%	(35,600)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	7,585	100	100	0.0%	0
34	CONTRACTUAL SERVICES	27,052	32,500	32,600	0.2%	100
35	TRAINING	709	2,400	3,400	0.0%	1,000
40	VEHICLE EXPENSE/TRAVEL	18,534	19,200	19,200	0.1%	0
41	COMMUNICATIONS	7,431	7,500	7,500	0.1%	0
43	UTILITY SERVICES	76,076	79,100	79,100	0.6%	0
44	RENT AND LEASE	15,510	17,500	17,500	0.1%	0
45	GENERAL INSURANCE	31,636	33,400	33,900	0.2%	500
46	REPAIRS/MAINTENANCE	149,163	150,300	234,200	1.6%	83,900
47	PRINTING	0	500	500	0.0%	0
49	OTHER	0	800	2,800	0.0%	2,000
51	OFFICE SUPPLIES	1,542	1,500	1,500	0.0%	0
52	OPERATING SUPPLIES	42,666	53,300	41,300	0.3%	(12,000)
53	ROAD MAINT. SUPPLIES	0	0	0	0.0%	0
54	BOOKS/MEMBERSHIPS	297	500	500	0.0%	0
	TOTAL OPERATING EXPENSES	378,200	398,600	474,100	3.3%	75,500
60	CAPITAL OUTLAY					
62	BUILDING	63,816	425,000	0	0.0%	(425,000)
63	OTHER IMPROVEMENTS	0	208,200	208,200	1.5%	0
64	EQUIPMENT	273,314	30,000	190,000	1.3%	160,000
	TOTAL CAPITAL OUTLAY	337,130	663,200	398,200	2.8%	(265,000)
	GRAND TOTAL	1,531,039	1,839,800	1,614,700	11.3%	(225,100)

FISCAL YEAR 2021-2022 BUDGET
5410-PUBLIC WORKS ADMINISTRATION EXPENSE

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	155,425	145,100	149,900	1.0%	4,800
13	OTHER SALARY	0	1,000	2,500	0.0%	1,500
14	OVERTIME	509	500	500	0.0%	0
15	SPECIAL PAY	0	0	0	0.0%	0
21	FICA	11,635	11,200	11,700	0.1%	500
22	RETIREMENT	21,132	21,300	16,700	0.1%	(4,600)
23	LIFE/HEALTH INSURANCE	23,481	20,300	20,300	0.1%	0
24	WORKER'S COMP.	2,412	3,000	3,200	0.0%	200
	TOTAL PERSONAL SERVICES	214,593	202,400	204,800	1.4%	2,400
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	100	100	0.0%	0
34	CONTRACTUAL SERVICES	576	500	600	0.0%	100
35	TRAINING	409	1,000	1,000	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	3,657	6,500	6,500	0.0%	0
41	COMMUNICATIONS	7,431	7,500	7,500	0.1%	0
44	RENT AND LEASE	0	0	0	0.0%	0
45	GENERAL INSURANCE	31,636	33,400	33,900	0.2%	500
46	REPAIRS/MAINTENANCE	5,911	1,600	2,900	0.0%	1,300
47	PRINTING	0	500	500	0.0%	0
49	OTHER	0	800	2,800	0.0%	2,000
51	OFFICE SUPPLIES	1,542	1,500	1,500	0.0%	0
52	OPERATING SUPPLIES	3,252	3,900	3,900	0.0%	0
54	BOOKS/MEMBERSHIPS	297	500	500	0.0%	0
	TOTAL OPERATING EXPENSES	54,711	57,800	61,700	0.4%	3,900
60	CAPITAL OUTLAY					
64	EQUIPMENT	0	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	0	0	0	0.0%	0
	GRAND TOTAL	269,304	260,200	266,500	1.9%	6,300

**FISCAL YEAR 2021-2022 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			204,800
10120	REGULAR SALARY		149,900	
	SUPERINTENDENT			
	SECRETARY			
10130	OTHER SALARY		2,500	
10140	OVERTIME		500	
10150	SPECIAL PAY		0	
10210	FICA		11,700	
10220	RETIREMENT		16,700	
10230	HEALTH		18,700	
10231	LIFE/VISION/DENTAL/ADD		1,600	
10240	WORKER'S COMP.		3,200	
30	OPERATING EXPENSES			61,700
30310	PROFESSIONAL SERVICES		100	
	EMPLOYMED	100		
30340	CONTRACT SERVICES		600	
	UNIFORM CLEANING	600		
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	33,900	33,900	
30460	REPAIRS/MAINTENANCE		2,900	
	800 MHZ RADIO/BASE ST.	300		
	COPIER MAINTENANCE	800		
	IWORQS SOFTWARE MAINT	1,300		
	MISC. MAINTENANCE	500		
30470	PRINTING		500	
	BUSINESS TAX RECEIPTS	500		
30490	OTHER CHARGES		2,800	
	EDUCATION & TRAINING	800		
	NPDES OUTFALL MAPPING	2,000		
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			266,500	266,500

FISCAL YEAR 2021-2022 BUDGET
5412-PUBLIC WORKS BUILDING MAINT. EXPENSE

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	68,483	87,700	43,000	0.3%	(44,700)
13	OTHER SALARY	0	400	900	0.0%	500
14	OVERTIME	570	1,000	1,000	0.0%	0
15	SPECIAL PAY	50	0	0	0.0%	0
21	FICA	5,166	6,800	3,400	0.0%	(3,400)
22	RETIREMENT	14,523	9,100	4,900	0.0%	(4,200)
23	LIFE/HEALTH INSURANCE	35,120	30,100	10,100	0.1%	(20,000)
24	WORKER'S COMP.	1,507	1,800	900	0.0%	(900)
	TOTAL PERSONAL SERVICES	125,420	136,900	64,200	0.4%	(72,700)
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	21,183	26,100	26,100	0.2%	0
43	UTILITY SERVICES	26,926	29,400	29,400	0.2%	0
44	RENT AND LEASE	0	0	0	0.0%	0
46	REPAIRS/MAINTENANCE	68,077	57,600	140,500	1.0%	82,900
52	OPERATING SUPPLIES	19,807	21,000	9,000	0.1%	(12,000)
	TOTAL OPERATING EXPENSES	135,993	134,100	205,000	1.4%	70,900
60	CAPITAL OUTLAY					
62	BUILDING	63,816	425,000	0	0.0%	(425,000)
63	IMPROVEMENTS	0	0	0	0.0%	0
64	EQUIPMENT	246,843	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	310,659	425,000	0	0.0%	(425,000)
	GRAND TOTAL	572,073	696,000	269,200	1.9%	(426,800)

**FISCAL YEAR 2021-2022 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			64,200
10120	REGULAR SALARY		43,000	
	CUSTODIAL			
10130	OTHER SALARY		900	
10140	OVERTIME		1,000	
10150	SPECIAL PAY		0	
10210	FICA		3,400	
10220	RETIREMENT		4,900	
10230	HEALTH		9,300	
10231	LIFE/VISION/DENTAL/ADD		800	
10240	WORKER'S COMP.		900	
30	OPERATING EXPENSES			205,000
30340	CONTRACT SERVICES		26,100	
	ALARM MONITORING	2,500		
	ELEVAT'R MAINT. (3) [CH,PS-2]	8,200		
	ELECTRIC CAR STATION	2,500		
	FIRE EXTING. SERVICE	1,500		
	FIRE ALARM INSPECTIONS	2,900		
	FUEL TANK CLEANING	2,500		
	PEST CONTROL	5,000		
	UNIFORM CLEANING	1,000		
30431	ELECTRIC	19,000	19,000	
30432	WATER	9,500	9,500	
30434	SEWER	900	900	
30440	RENT/LEASE	0	0	
30462	EXECUTIVE		29,000	
	ADA IMPROVEMENTS	4,000		
	CARPET CLEANING	0		
	GENERATOR REPIRS	1,000		
	MISC BUILDING REPAIRS	3,000		
	SPALLING REPAIRS	3,000		
	3rd Floor AC REPLACEMENT	0		
	(2) AC REPLACEMENT	0		
	1st/2nd FLOOR CONDENSE UNIT	18,000		
30463	COMMUNITY CENTER		7,000	
	MISC. BUILDING REPAIRS	2,000		
	EXTERIOR BACK PORCH LIGHTS	5,000		
30465	PUBLIC SAFETY		91,700	
	SIGN REPAIR	5,000		
	AC SERVER ROOM	5,500		
	MISC BUILDING REPAIRS	17,200		
	FITNESS ROOM CLEANING	4,000		
	EXTERIOR LIGHT REPLACEMENT	5,000		
	AC ENCLOSURE	25,000		
	SPRINKLER SYSTEM REPAIRS	30,000		
30467	URGENT CARE BUILDING		2,000	
	MISC BUILDING REPAIRS	2,000		
30468	FACILITIES-C/S BLG		10,800	
	MISC REPAIRS	1,000		
	MAINTENANCE HARDWARE	2,000		
	STUCCO REPAIR	2,000		
	AC REPLACEMENT	3,800		
	PAINT EXTERIOR OF BUILDING	2,000		

30520	OPERATING SUPPLIES		9,000
	AIR CONDITIONING FILTERS	3,200	
	MAINT. TOOLS/SUPPLIES	4,500	
	JANITOR SUPPLIES	0	
	MISC SUPPLIES	1,300	

60	CAPITAL OUTLAY		0
60620	BUILDING		0
		0	
60630	Improvements		0
		0	
60640	EQUIPMENT		0
		0	
TOTAL BUILDING MAINT EXPENSE		269,200	269,200

FISCAL YEAR 2021-2022 BUDGET
5413-PUBLIC WORKS STREETS EXPENSE

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	289,624	296,000	321,900	2.2%	25,900
13	OTHER SALARY	0	100	300	0.0%	200
14	OVERTIME	1,950	1,600	1,600	0.0%	0
15	SPECIAL PAY	0	2,100	1,500	0.0%	(600)
21	FICA	20,981	22,900	24,900	0.2%	2,000
22	RETIREMENT	52,884	29,300	35,600	0.2%	6,300
23	LIFE/HEALTH INSURANCE	104,904	80,500	80,800	0.6%	300
24	WORKER'S COMP.	<u>5,352</u>	<u>6,200</u>	<u>6,800</u>	0.0%	<u>600</u>
	TOTAL PERSONAL SERVICES	475,695	438,700	473,400	3.3%	34,700
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	7,585	0	0	0.0%	0
34	CONTRACTUAL SERVICES	5,293	5,900	5,900	0.0%	0
35	TRAINING	300	1,400	2,400	0.0%	1,000
40	VEH EXP./TRAVEL	14,877	12,700	12,700	0.1%	0
43	UTILITY SERVICES	49,150	49,700	49,700	0.3%	0
44	RENT AND LEASE	15,510	17,500	17,500	0.1%	0
46	REPAIRS/MAINTENANCE	75,175	91,100	90,800	0.6%	(300)
52	OPERATING SUPPLIES	19,606	28,400	28,400	0.2%	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	187,496	206,700	207,400	1.4%	700
60	CAPITAL OUTLAY					
63	OTHER IMPROVEMENTS	0	208,200	208,200	1.5%	0
64	EQUIPMENT	<u>26,471</u>	<u>30,000</u>	<u>190,000</u>	1.3%	<u>160,000</u>
	TOTAL CAPITAL OUTLAY	26,471	238,200	398,200	2.8%	160,000
	GRAND TOTAL	689,661	883,600	1,079,000	7.5%	195,400

**FISCAL YEAR 2021-2022 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			473,400
10120	REGULAR SALARY		321,900	
	MAINT. WORKER (6)			
	ELECTRICIAN/HELPER			
	FIELD SUPERVISOR			
10130	OTHER SALARY		300	
10140	OVERTIME		1,600	
10150	SPECIAL PAY		1,500	
10210	FICA		24,900	
10220	RETIREMENT		35,600	
10230	HEALTH		74,600	
10231	LIFE/VISION/DENTAL/ADD		6,200	
10240	WORKER'S COMP.		6,800	
30	OPERATING EXPENSES			207,400
30310	PROFESSIONAL SERVICES	0	0	
30340	CONTRACT SERVICES		5,900	
	ANIMAL CONTROL	2,400		
	UNIFORM RENTAL	3,500		
30350	TRAINING		2,400	
	ANIMAL CONTROL TRAINING	500		
	CONE SCHOOL	1,000		
	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		90,800	
	A1A TRASH CANS	2,000		
	DECOR & MONGOOSE LIGHT POLE	27,000		
	FIXTURE PAINTING/SIDEWALK REF	10,000		
	GENERAL REPAIRS	9,000		
	LIGHT POLE/FIXTURE REPLACEME	25,000		
	MAINTENANCE ON TRAFFIC SIG./LI	5,300		
	MULCH/FERTILIZER	6,900		
	ROAD/PLANT/SIGN POLE REPAIR	5,600		
	UPGRADE 870 MGZ RADIOS (3)/MA	0		
30520	OPERATING SUPPLIES		28,400	
	BANNER ARMS	5,000		
	FLAGS / ANIMAL CONTROL SUPPLI	2,700		
	LANDFILL CHARGES	3,100		
	MISC TOOLS / SUPPLIES / EQUIPMI	4,000		
	OPERATING CHEMICALS	4,000		
	STREET BANNERS	7,500		
	WEEDEATER/SUPPLIES/REPLACE	2,100		
30530	ROAD MAINTENANCE AND REPAIRS	0	0	
30540	BOOKS/MEMBERSHIPS	0	0	

60	CAPITAL		398,200
60630	OTHER IMPROVEMENTS		208,200
	ROAD IMPROVEMENTS FROM		
	.05 GAS TAX (revenue offset)		
	A-1-A CROSSWALKS	172,900	
	MISC. ROAD IMPROVEMENTS	35,300	
60640	EQUIPMENT		190,000
	REPLACE VEH 127 BUCKET TRUCK	150,000	
	REPLACE GOLF CART	10,000	
	REPLACE VEH 79	30,000	
TOTAL STREETS DEPT. EXPENSE		1,079,000	1,079,000

**FISCAL YEAR 2021-2022 BUDGET
5690-BENEFIT TERM PAYOUT EXPENSE**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REGULAR SALARY	2,655	20,900	115,900	0.8%	95,000
21	FICA	203	2,100	9,500	0.1%	7,400
22	RETIREMENT	57	0	16,600	0.1%	16,600
25	UNEMPLOYMENT	15,440	6,400	0	0.0%	(6,400)
	TOTAL PERSONAL SERVICES	18,355	29,400	142,000	1.0%	112,600
	GRAND TOTAL	18,355	29,400	142,000	1.0%	112,600

FISCAL YEAR 2021-2022 BUDGET
5720-PARKS / RECREATION FACILITIES DEPARTMENT EXPENSE

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	143,501	147,700	188,500	1.3%	40,800
13	OTHER SALARY	0	900	900	0.0%	0
14	OVERTIME	714	0	1,600	0.0%	1,600
15	SPECIAL PAY	0	0	0	0.0%	0
21	FICA	10,597	11,400	14,600	0.1%	3,200
22	RETIREMENT	29,728	13,300	20,900	0.1%	7,600
23	LIFE/HEALTH INSURANCE	47,017	40,200	50,300	0.4%	10,100
24	WORKER'S COMP.	2,186	2,700	4,000	0.0%	1,300
	TOTAL PERSONAL SERVICES	233,742	216,200	280,800		64,600
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	4,101	3,100	4,100	0.0%	1,000
35	TRAINING	0	1,400	1,400	0.0%	0
40	VEH. EXP/TRAVEL	5,631	8,400	9,400	0.1%	1,000
41	COMMUNICATIONS	3,184	3,200	3,200	0.0%	0
43	UTILITY SERVICES	4,269	5,700	5,700	0.0%	0
44	RENT AND LEASE	0	0	0	0.0%	0
45	GENERAL INSURANCE	37,035	39,100	46,600	0.3%	7,500
46	REPAIRS/MAINTENANCE	41,272	36,900	45,100	0.3%	8,200
47	PRINTING	0	0	0	0.0%	0
49	OTHER	4,411	4,000	4,000	0.0%	0
52	OPERATING SUPPLIES	29,801	32,400	39,900	0.3%	7,500
53	ROAD/MAINT. SUPPLIES	0	0	0	0.0%	0
	TOTAL OPERATING EXPENSES	129,703	134,200	159,400	1.1%	25,200
60	CAPITAL OUTLAY					
62	BUILDINGS	0	0	0	0.0%	0
63	OTHER IMPROVEMENTS	111,292	70,800	50,000	0.3%	(20,800)
64	EQUIPMENT	0	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	111,292	70,800	50,000	0.3%	(20,800)
90	TRANSFERS					
93	TRANSFER TO REC FUND	0	0	0	0.0%	0
	GRAND TOTAL	474,737	421,200	490,200	3.4%	69,000

**FISCAL YEAR 2021-2022 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			280,800
10120	REGULAR SALARY		188,500	
	MAINT, WORKER (4)			
	OFFICE COORDINATOR			
10130	OTHER SALARY		900	
10140	OVERTIME		1,600	
10150	SPECIAL PAY		0	
10210	FICA		14,600	
10220	RETIREMENT		20,900	
10230	HEALTH		46,600	
10231	LIFE/VISION/DENTAL/ADD		3,700	
10240	WORKER'S COMP.		4,000	
30	OPERATING EXPENSES			159,400
30340	CONTRACT SERVICES		4,100	
	UNIFORM CLEANING	3,100		
	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	2,500	2,500	
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	46,600	46,600	
30460	REPAIRS/MAINTENANCE		45,100	
	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		
	ASPHALT REPLACEMENT FORNARI PA	8,500		
30470	PRINTING	0	0	
30490	OTHER -		4,000	
	COMMUNITY CENTER DECOARATIONS	2,000		
	MISC X-MAS DECORATIONS	2,000		
30520	OPERATING SUPPLIES		39,900	
	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		
	TORO 48" MOWER	7,500		
	EDGER/BLOWER/TRIMMER(S)	4,000		
	WATER COOLER	1,500		
30530	ROAD MAINT. SUPPLIES		0	
	ASPHALT/LIMEROCK	0		

60	CAPITAL			50,000
60620	BUILDING		0	
60630	OTHER IMPROVEMENTS		50,000	
	TENNIS SHADE STRUCTURE COURT 6	50,000		
60640	EQUIPMENT		0	
90	TRANSFERS			0
			0	
TOTAL PARKS DEPT. EXPENSE			490,200	490,200

**FISCAL YEAR 2021-2022 BUDGET
5751-COMMUNITY CENTER EXPENSE**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	151,439	177,800	274,500	1.9%	96,700
13	OTHER SALARY	0	0	0	0.0%	0
14	OVERTIME	0	0	0		
15	SPECIAL PAY	75	0	6,300	0.0%	6,300
21	FICA	11,099	13,600	21,500	0.2%	7,900
22	RETIREMENT	37,328	32,100	49,600	0.3%	17,500
23	LIFE/HEALTH INSURANCE	35,209	30,200	60,400	0.4%	30,200
24	WORKER'S COMP.	2,563	3,600	5,800	0.0%	2,200
	TOTAL PERSONAL SERVICES	237,713	257,300	418,100		160,800
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	18,217	9,500	9,700	0.1%	200
35	TRAINING	335	1,500	1,900	0.0%	400
40	VEHICLE EXPENSE/TRAVEL	878	6,000	12,300	0.1%	6,300
41	COMMUNICATIONS	4,424	5,000	5,000	0.0%	0
43	UTILITIES	36,969	40,800	40,800	0.3%	0
44	RENT/LEASE	0	500	500	0.0%	0
47	PRINTING	0	500	1,200	0.0%	700
49	OTHER CHARGES	365	15,500	15,500	0.1%	0
51	OFFICE SUPPLIES	0	2,000	3,000	0.0%	1,000
52	OPERATING SUPPLIES	27,424	11,000	26,000	0.2%	15,000
52	TRIPS	0	20,000	0	0.0%	(20,000)
54	BOOKS/MEMBERSHIPS	732	2,000	2,000	0.0%	0
	TOTAL OPERATING EXPENSES	89,345	114,300	117,900	0.8%	3,600
60	CAPITAL OUTLAY					
62	BUILDING	0	0	0	0.0%	0
63	IMPROVMENTS	0	0	0	0.0%	0
64	EQUIPMENT	0	0	10,000	0.1%	10,000
	TOTAL CAPITAL OUTLAY	0	0	10,000	0.1%	10,000
90	CONTINGENCY	0	0	0	0.0%	0
	GRAND TOTAL	327,058	371,600	546,000	3.8%	174,400

**FISCAL YEAR 2021-2022 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			418,100
10120	REGULAR SALARY		274,500	
	PARKS & REC. DIR			
	COMM CENTER COORD.			
	CUSTODIAL			
	P/T OFFICE STAFF			
10130	OTHER SALARY		0	
10140	OVERTIME		0	
10150	SPECIAL PAY		6,300	
10210	FICA		21,500	
10220	RETIREMENT		49,600	
10230	HEALTH		56,000	
10231	LIFE/VISION/DENTAL/ADD		4,400	
10240	WORKER'S COMP.		5,800	
30	OPERATING EXPENSES			117,900
30340	CONTRACT SERVICES		9,700	
	COPIER	1,600		
	WATER COOLER	300		
	PLANT PEOPLE	1,300		
	PHOTOGRAPHER	1,500		
	XM RADIO	300		
	YOUTUBE	200		
	SOFTWARE MAINT	4,500		
30350	TRAINING	1,900	1,900	
30403	TRAVEL		12,300	
	NRPA	3,000		
	FRPA AGENCY SUMMIT	1,000		
	FRPA	2,000		
	MILEAGE	4,800		
	FEDC	1,500		
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	1,200	1,200	
30490	OTHER CHARGES		15,500	
	MARKETING/WEBSITE	15,000		
	MISC.	500		
30510	OFFICE SUPPLIES	3,000	3,000	
30520	OPERATING SUPPLIES		26,000	
	CHRISTMAS DECORATIONS	7,000		
	CUSTODIAL SUPPLIES	15,000		
	MISC	3,200		
	VCRDA LUNCHEON	800		
30521	TRIPS	0	0	
30540	MEMBERSHIPS/BOOKS/PUBLICA.	2,000	2,000	

60	CAPITAL			10,000
60620	BUILDING	0	0	
60630	IMPROVEMENTS	0	0	
60640	EQUIPMENT	10,000	10,000	
	GOLF CAR			
90	CONTINGENCY	0	0	
TOTAL COMMUNITY CENTER			546,000	546,000

**FISCAL YEAR 2021-2022 BUDGET
5800-CONTINGENCY EXPENSE**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
90	TRANSFERS					
900	CONTINGENCY	0	1,159,400	1,159,000	8.1%	(400)
901	TRANSFER TO RESERVES	0	0	0	0.0%	0
920	TRANSFER TO OTHER FUNDS	<u>150,000</u>	<u>198,000</u>	<u>0</u>	0.0%	<u>(198,000)</u>
	GRAND TOTAL	150,000	1,357,400	1,159,000	8.1%	(198,400)

0
FISCAL YEAR 2021-2022 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			1,159,000
900	Contingency		1,159,000	
	Capital Depreciation & Self Insurance			
	(EE Health & Windstorm)	851,100		
	Short-Term General	50,000		
	Community Center Reserve Repayment	257,900		
901	Transfer to Reserves		0	
		0		
920	Transfer to Other Funds		0	
		0		
TOTAL CONTINGENCY			1,159,000	1,159,000

**FISCAL YEAR 2021-2022 BUDGET
5820-GEN LONG TERM DEBT EXPENSE**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	% of GF	BUDGET CHANGE
70	DEBT SERVICE					
710	PRINCIPAL EXPENSE	4,809,000	0	0	0.0%	0
720	INTEREST EXPENSE	271,934	0	0	0.0%	0
730	ADMIN CHARGE	11,500	0	0	0.0%	0
	TOTAL DEBT SERVICE	5,092,434	0	0	0.0%	0
	GRAND TOTAL	5,092,434	0	0	0.0%	0

**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	0	
70720	INTEREST EXPENSE	0	0	
70730	ADMIN CHARGE (OFFSET)	0	0	
	GEN LONG TERM DEBT		0	0

CITY OF DAYTONA BEACH SHORES

ECONOMIC DEVELOPMENT

DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	BUDGET CHANGE
ECONOMIC DEV ELOPMENT REVENUE				
TRANSFER IN FROM GENERAL FUND	0	0	0	0
APPROPRIATED FUND BALANCE	0	198,000	180,100	(17,900)
OPERATIONS REVENUE TOTAL	0	198,000	180,100	(17,900)
ECONOMIC DEVELOPMENT EXPENSE				
LAND PURCHASE INCENTIVES	0	30,000	80,100	50,100
LEASE SUBSIDY	0	20,000	100,000	80,000
ALTERNATIVE GRANT	0	143,000	0	(143,000)
BUSINESS LOYALTIES	0	5,000	0	(5,000)
ALTERNATIVE TAX RELIEF	0	0	0	0
OPERATIONS EXPENSE TOTAL	0	198,000	180,100	(17,900)
OPERTATIONS NET	0	0	0	0
TOTAL FUND REVENUE	0	198,000	180,100	(17,900)
TOTAL FUND EXPENSE	0	198,000	180,100	(17,900)
TOTAL NET	0	0	0	0

CITY OF DAYTONA BEACH SHORES
SEWER FUND FUNCTIONAL SUMMARY

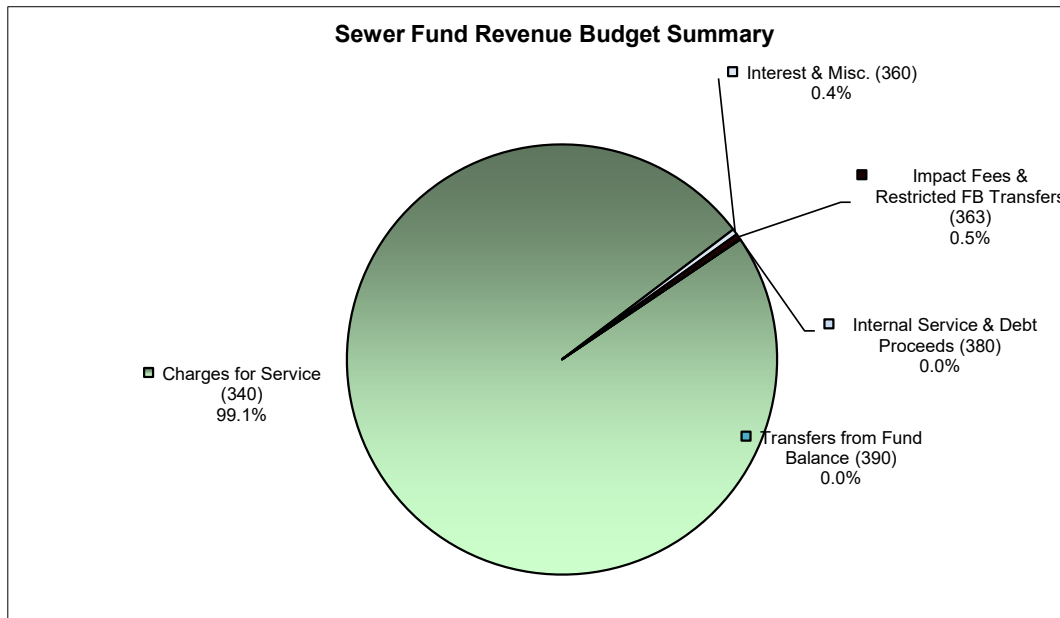
DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	BUDGET CHANGE
SEWER OPERATIONS REVENUE				
PERMITS	200	0	0	0
SVC CHG. METER READ	99	0	0	0
SEWER REVENUE	3,220,945	3,415,000	3,447,500	32,500
OPERATING INTEREST	41,222	20,400	15,000	(5,400)
MISCELLANEOUS	0	0	0	0
SRF LOAN PROCEEDS	0	0	0	0
TRANSFER FR FUND BALANCE	<u>0</u>	<u>0</u>	<u>0</u>	0
OPERATIONS REVENUE TOTAL	3,262,466	3,435,400	3,462,500	27,100
SEWER OPERATIONS EXPENSE				
TOTAL PERSONAL SERVICES	664,332	267,700	297,700	30,000
TOTAL OPERATING EXPENSES	2,036,575	2,323,500	2,369,500	46,000
CAPITAL DEPRECIATION	329,523	469,100	450,100	(19,000)
TOTAL CAPITAL OUTLAY	0	0	0	0
CONTINGENCY	0	351,900	345,200	(6,700)
BAD DEBT WRITE DOWN	0	0	0	0
TOTAL DEBT SERVICE				
PRINCIPLE & CHARGES	843,279	0	0	0
INTEREST PAYMENTS	<u>24,889</u>	<u>23,200</u>	<u>0</u>	(23,200)
OPERATIONS EXPENSE TOTAL	3,898,598	3,435,400	3,462,500	27,100
SEWER OPERATIONS NET	(636,132)	0	0	0
SEWER IMPACT FEE REVENUE				
IMPACT FEE INTEREST	205	100	100	0
SEWER IMPACT FEE	6,195	16,000	16,000	0
TRANSFER FR I.F. FUND BALANCE	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
IMPACT FEE REVENUE TOTAL	6,400	16,100	16,100	0
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	14,100	14,100	0
TRANSFER TO RESERVES	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
IMPACT FEE EXPENSE TOTAL	0	16,100	16,100	0
SEWER IMPACT FEE NET	6,400	0	0	0
TOTAL FUND REVENUE	3,268,866	3,451,500	3,478,600	27,100
TOTAL FUND EXPENSE	3,898,598	3,451,500	3,478,600	27,100
TOTAL NET	(629,732)	0	0	0

FISCAL YEAR 2021-22 BUDGET

SEWER FUND REVENUE - FUNCTIONAL SUMMARY

Account Description	FY2019-20 Actual	FY2020-21 Amended Bud.	FY2021-22 Budget	Budget Change
Fees (320)	200	0	0	0
Charges for Service (340)	3,221,044	3,415,000	3,447,500	32,500
Interest & Misc. (360)	41,427	20,500	15,100	(5,400)
Impact Fees & Restricted FB Transfers (363)	6,195	16,000	16,000	0
Internal Service & Debt Proceeds (380)	0	0	0	0
Transfers from Fund Balance (390)	0	0	0	0
TOTAL	3,268,866	3,451,500	3,478,600	27,100

SEWER FUND LINE ITEM REVENUE DETAIL				
Account Description	FY2019-20 Actual	FY2020-21 Amended Bud.	FY2021-22 Budget	Budget Change
401-320-3220-22140 Sewer Develop Fee	200	0	0	0
401-340-3430-43500 Sewer Revenue	3,221,044	3,415,000	3,447,500	32,500
401-360-3610-61003 BoA Operating Interest	41,216	20,400	15,000	(5,400)
401-360-3610-61200 SBA Operating Interest	6	0	0	0
401-360-3610-61004 BoA Impact Fee Interest	205	100	100	0
401-360-3640-64000 Sales of Fixed Assets	0	0	0	0
401-360-3690-69999 Miscellaneous	0	0	0	0
401-363-2360-63000 Sewer Impact Fee	6,195	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	3,268,866	3,451,500	3,478,600	27,100



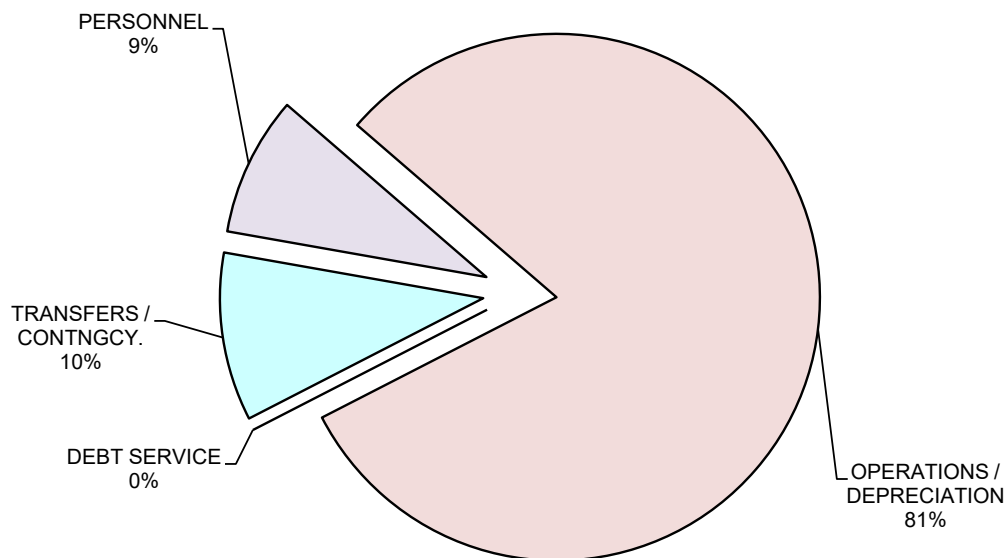
**FISCAL YEAR 2021-2022 BUDGET
SEWER FUND EXPENDITURES SUMMARY**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET	BUDGET CHANGE
5350	SEWER OPERATING	3,898,598	3,435,400	3,462,500	27,100
5351	SEWER IMPACT	0	16,100	16,100	0
5352	SEWER CONSTRUCTION	0	0	0	0
TOTAL EXPENDITURES		3,898,598	3,451,500	3,478,600	27,100

BUDGET: SUMMARY BY CATEGORY OF EXPENSE

PERSONNEL	664,332	267,700	297,700	30,000
OPERATIONS / DEPRECIATION	2,366,098	2,794,600	2,821,600	27,000
DEBT SERVICE	868,168	23,200	0	(23,200)
TRANSFERS / CONTNGCY.	0	366,000	359,300	(6,700)
TOTAL EXPENDITURES	3,898,598	3,451,500	3,478,600	27,100

Sewer Fund Expense Budget Summary



CITY OF DAYTONA BEACH SHORES

401-5350 SEWER OPERATING EXPENSE

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 BUDGET
10	PERSONAL SERVICES			
12	REG. SALARY	187,301	180,000	197,200
13	OTHER SALARY	0	3,700	8,700
14	OVERTIME	5,645	4,500	4,500
15	SPECIAL PAY	3,220	1,500	3,000
21	FICA	14,251	14,500	16,300
22	RETIREMENT	395,402	19,300	23,300
23	LIFE/HEALTH INSURANCE	46,007	40,300	40,300
24	WORKER'S COMP. & OPEB	12,507	3,900	4,400
	TOTAL PERSONAL SERVICES	664,332	267,700	297,700
30	OPERATING EXPENSES			
31	PROFESSIONAL SERVICES	0	12,000	12,000
32	ACCOUNTING/AUDITING	23,400	23,400	23,400
34	CONTRACTUAL SERVICES	2,899	31,600	31,600
35	TRAINING	0	2,600	2,600
40	VEHICLE EXP/TRAVEL	21,525	20,500	20,500
41	COMMUNICATIONS	11,712	12,300	12,300
43	UTILITY SERVICES	1,062,933	1,193,900	1,193,900
44	RENT AND LEASE	1,080	1,500	1,500
45	GENERAL INSURANCE	11,366	12,000	12,500
46	REPAIRS/MAINTENANCE	133,259	155,100	155,100
47	PRINTING	416	2,100	2,100
49	OTHER	714,100	805,900	856,400
51	OFFICE SUPPLIES	185	600	600
52	OPERATING SUPPLIES	53,700	49,700	44,700
53	ROAD MAINT/SUPPLIES	0	0	0
54	BOOKS/MEMBERSHIPS	0	300	300
59	DEPRECIATION/AMORTIZATION	329,523	469,100	450,100
	TOTAL OPERATING EXPENSES	2,366,098	2,792,600	2,819,600
60	CAPITAL OUTLAY			
62	BUILDINGS	0	0	0
63	IMPROVEMENTS	80,919	2,575,000	2,575,000
64	EQUIPMENT	217,569	462,000	177,000
69	CAPITAL OFFSET	(298,488)	(3,037,000)	(2,752,000)
	TOTAL CAPITAL OUTLAY	0	0	0
70	DEBT SERVICE			
71	PRINCIPAL (Actuals are incorp.withIn Depreciation)	843,279	0	0
72	INTEREST	24,889	23,200	0
	TOTAL DEBT SERVICE	868,168	23,200	0
90	TRANSFERS			
90	CONTINGENCY	0	351,900	345,200
905	BAD DEBT	0	0	0
	TOTAL TRANSFERS	0	351,900	345,200
	GRAND TOTAL	3,898,598	3,435,400	3,462,500

0
DEPARTMENTAL BUDGET DETAIL
401-5350 SEWER OPERATING EXPENSE

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			297,700
10120	REGULAR SALARY		197,200	
	(4) SEWER TECHNICIANS			
10130	OTHER SALARY		8,700	
10140	OVERTIME		4,500	
10150	SPECIAL PAY		3,000	
10210	FICA		16,300	
10220	RETIREMENT		23,300	
10230	HEALTH		37,300	
10231	LIFE/VISION/DENTAL/ADD		3,000	
10240	WORKER'S COMP.		4,400	
30	OPERATING EXPENSES			2,819,600
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-TRAING	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	12,500	12,500	

0
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 TO STATIONS	2,400	
	EMERGENCY REPAIRS	13,500	
	INSPECT/CLEAN/TELEVISION	10,400	
	LOCATES	6,000	
	MAINT. FOR UTILITY SYSTEM	1,000	
	MANHOLE COVERS/RINGS	2,000	
	MISC. REPAIRS/PARTS	4,100	
	MUNIS UB CIS	500	
	POWER MONITOR	2,400	
	PUMP REPAIRS	5,500	
	REPAIRS TO GENERATORS	3,000	
	REPAIRS TO SEWER LINE	9,600	
	ROAD MAINTENANCE AND SUPPLIES	1,500	
	SYSTEM REPAIR/MAINT.	5,000	
	SEALS, SLEEVES, MOTOR STARTERS	12,000	
	SEMI-ANNUAL WET WELL	6,900	
	SLIP LINING SEWER LINE	60,000	
	UPGRADE 870 MGZ RADIOS(2)/MAINT	300	
	MASTER STATION AC REPLACEMENT	0	
	STATION 4 AC REPLACEMENT	9,000	
30470	PRINTING		2,100
	SEWER BILLS AND ENVELOPES	2,100	
30490	OTHER		856,400
	BANKING FEES	900	
	INTERNAL SERVICE CHARGE TO GF		
	HR Charge	794,400	
	Assets & Operations Charge	61,100	
30510	OFFICE SUPPLIES		600
	GEN OFFICE SUPPLIES	600	
30520	OPERATING SUPPLIES		44,700
	ACTIVATED CARBON FILTERS	13,000	
	DEGREASER	9,800	
	DIESEL FOR GENERATORS	4,500	
	MISCELLANEOUS SUPPLIES	11,400	
	BYPASS HOSE REPLACEMENT	6,000	
30530	ROAD MAINT./SUPPLIES	0	0
30540	BOOKS/MEMBERSHIP		300
	FL WATER & POLLUTION	300	
30590	DEPRECIATION EXPENSE		450,100
	CURRENT PLANNED WRITEDOWN	352,500	
	PLANNED FY PURCHASES	97,633	
30591	AMORTIZATION EXPENSE	0	0
30592	AMORTIZATION EXPENSE	0	0

0
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		177,000	
	VEHICLE #163 REPLACEMENT	90,000		
	LATERAL CAMERA	22,000		
	STATION #8 GENERATOR	65,000		
60699	CAPITAL OFFSET	(2,752,000)	(2,752,000)	(2,752,000)
70	DEBT SERVICE			0
70710	PRINCIPAL		0	
	SRF Sewer Improvement	0		
70711	Principal Payments Offset	0		
70720	INTEREST		0	
	SRF Sewer Improvement	0		
90	TRANSFERS			345,200
90900	CONTINGENCY		345,200	
90901	TRANS TO RESERVES	0	0	
90905	BAD DEBT	0	0	
	Permanent Fund Balance Transfer	0		
TOTAL SEWER OPERATING EXPENSE			3,462,500	3,462,500

**FISCAL YEAR 2021-2022 BUDGET
401-5351 SEWER IMPACT FEE EXPENSE**

ACCT.#	DESCRIPTION	FY2019-20 ACTUAL	AMENDED FY2020-21 BUDGET	Draft FY2021-22 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	14,100	14,100	0
901	TRANSFER TO RESERVE	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	NON-OPERATING	0	14,100	14,100	0
	IMPACT FEE EXPENSE	0	16,100	16,100	0

MINUTES
CITY COUNCIL MEETING
September 13, 2021
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Vice Mayor Mel Lindauer, Councilmember Richard Bryan, Councilmember Richard Frizalone, Councilmember Michael Politis
Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney John Cary, 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:

- 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 2021-2022; PROVIDING FOR AN EFFECTIVE DATE.

Finance Director Kurt Swartzlander stated that the Resolution proposed using the roll-back rate of 4.9356 mills. The City Attorney read the resolution in its entirety. There was one correction in Section One that stated an incorrect year.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Approve Resolution 2021-09 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. Resolution 2021-10 Tentative Budget Adoption FY 2021-2022

COUNCILMEMBER MICHAEL POLITIS moved, seconded by VICE MAYOR MEL LINDAUER to Approve Resolution 2021-10 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

6. APPROVAL OF MINUTES

- A. City Council Special Minutes August 17, 2021
- B. Audit Selection Committee Minutes August 24, 2021
- C. City Council Minutes August 24, 2021

VICE MAYOR MEL LINDAUER moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve all the City Council Minutes as presented.

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 John Cary reviewed his report to the Council. City Planner Stewart Cruz provided a brief description on the upcoming item related to the Atlantic Estates project.

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report Sept. 13, 2021

City Manager Michael Booker reviewed his report. Mayor Miller stated that she had recently utilized the antibody treatment in Ormond Beach and stated the facility was very streamlined.

10. OLD BUSINESS:

11. NEW BUSINESS:

A. Park Maintenance Agreement for County Beachfront Parks

It was explained that this is a new agreement for the soon to be 4 total county parks that are in the city limits. In the past, the city has maintained the two existing county parks at no charge. By the end of the year, the two brand new parks will be open and require daily maintenance. This agreement will provide an annual payment of \$100,000 to the city.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Approve the Park Maintenance Agreement for County Beachfront Parks.

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. Engagement Letter - James Moore & Co. Audit Firm

Finance Director Swartzlander explained that the firm was ready to begin the preliminary field work for the next audit.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Approve the Engagement Letter with James Moore & Co. Audit Firm.

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

12. COUNCIL COMMENTS:

CMBR Bryan was pleased that the City was able to approve the roll-back rate as that is a savings to taxpayers.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience remarks.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

interview workshop for alternate P & Z members, Beachcomber property sale, budget, millage rate, chamber annex lease extension

15. ADJOURNMENT:

The meeting ended at 6:34 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 AUGUST 2021

pe 9/2/21

	Aug-21	21/YTD	Aug-20	20/YTD
Police Related Calls	2,186	18,658	2,665	19,577
Fire Related Calls	32	381	54	388
Rescue Related Calls	104	845	106	677
Fire Related Alarms Sounding	18	109	17	108
Traffic Citations	116	1,943	277	1,608
Written Warnings	21	45	153	591
Building Inspections	45	82	33	231
Arrests: Adults	41	296	40	243
Juveniles	0	2	2	9
City Ordinance Charges	0	0	0	0
Florida State Statute Charges	94	515	65	386
Accidents: Total	19	192	27	201
Street/Highway	7	100	14	107
Parking Lot	12	102	13	94

Stephan Dembinsky Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2021-08-01 through 2021-08-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISCELLANEOUS LE CALL	MISC	457	20.91 %	14.74
EXTRA PATROL	EP	379	17.34 %	12.23
PROPERTY CHECK	PRC	356	16.29 %	11.48
TRAFFIC STOP	TS	259	11.85 %	8.35
SUSP PERSON	SPER	71	3.25 %	2.29
MEDICAL EMERGENCY	MED1	40	1.83 %	1.29
TELEPHONE HANDLE	THC	40	1.83 %	1.29
SUSP INCIDENT	SINC1	33	1.51 %	1.06
DIRECTED PATROL REQUEST	DPR	29	1.33 %	0.94
SUSPECT STOP	SS	28	1.28 %	0.90
SUSP VEHICLE	SVEH	25	1.14 %	0.81
INVESTIGATION	INV	24	1.10 %	0.77
RECKLESS DRIVER	RD	20	0.91 %	0.65
DISTURBANCE	DIST	18	0.82 %	0.58
FIRE ALARM	ALARMF	18	0.82 %	0.58
FLAG DOWN	FLAG	17	0.78 %	0.55
MVA	MV	15	0.69 %	0.48
TRESPASSERS	TRES	14	0.64 %	0.45
RADAR	RADAR	13	0.59 %	0.42
911 CK/OPEN LINE	911CK	12	0.55 %	0.39
BUSINESS ALARM	ALARMB	12	0.55 %	0.39
NARCOTICS	NARC	12	0.55 %	0.39
SPECIAL DETAIL	SDL	12	0.55 %	0.39
ELEVATOR CALL	ELEV	11	0.50 %	0.35
WALKUP	WALKUP	11	0.50 %	0.35
WELL BEING CHECK	WBC	11	0.50 %	0.35
DOMESTIC DISTURBANCE	DV	10	0.46 %	0.32
FALL- NON EMERGENCY	TRAU3	10	0.46 %	0.32
FOUND PROPERTY	PROPF	10	0.46 %	0.32
NOISE	NOISE	10	0.46 %	0.32
HIT&RUN MVA	MVHR	9	0.41 %	0.29
BURGLARY ALARM	ALARM	8	0.37 %	0.26
ILLEGAL PARKING	PARK	8	0.37 %	0.26
MEDICAL NON-EMERG	MED2	7	0.32 %	0.23
SCHOOL ZONE	SZ	7	0.32 %	0.23
SUICIDAL PERSON	SP	7	0.32 %	0.23
TOWED VEHICLE	TOW	7	0.32 %	0.23
ASSAULT/BATTERY	ABAT	6	0.27 %	0.19
THEFT	THEFT	6	0.27 %	0.19
WARRANT	WAR	6	0.27 %	0.19
CIVIL COMPLAINT	CIVIL	5	0.23 %	0.16
DISABLED VEHICLE	DAV	5	0.23 %	0.16
HOLD UP ALARM	ALARMH	5	0.23 %	0.16
INFORMATION GIVEN	INFO	5	0.23 %	0.16
LOST PROPERTY	PROPL	5	0.23 %	0.16
ROAD OBSTRUCTION	RDOB	5	0.23 %	0.16

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2021-08-01 through 2021-08-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
SHOPLIFTING	SHOP	5	0.23 %	0.16
STROKE / CVA	CVA	5	0.23 %	0.16
ATT TO CONTACT	ATC	4	0.18 %	0.13
DEAD PERSON	DEAD	4	0.18 %	0.13
DRUNK PERSON	IP	4	0.18 %	0.13
ESCORT	ESCORT	4	0.18 %	0.13
FLEEING DRIVER	FLEE	4	0.18 %	0.13
HAZARDOUS COND	HZM	4	0.18 %	0.13
MENTALLY ILL PER	MIP	4	0.18 %	0.13
VANDALISM	VAND	4	0.18 %	0.13
ANIMAL COMPLAINT	AC	3	0.14 %	0.10
FIGHT	FIGHT	3	0.14 %	0.10
FRAUD	FRAUD	3	0.14 %	0.10
MVA W/ INJURIES	MVI	3	0.14 %	0.10
TRAUMA CRITICAL	TRAUE	3	0.14 %	0.10
UNCONSCIOUS	UNC	3	0.14 %	0.10
ASSIST AGENCY	ASSIST	2	0.09 %	0.06
CARBREAK	CB	2	0.09 %	0.06
CITY ORDINANCE VIOLATION	COV	2	0.09 %	0.06
NE ASST- FIRE REQ	LEO2	2	0.09 %	0.06
RECOVERED SIG 10	SVR	2	0.09 %	0.06
SEX OFFENSE	SO	2	0.09 %	0.06
TRAUMA EMERGENCY	TRAU1	2	0.09 %	0.06
VEH FIRE	VF	2	0.09 %	0.06
WALK & TALK	WT	2	0.09 %	0.06
ZONE ACCOUNTABILITY PATR	ZAP	2	0.09 %	0.06
ABUSE	ABUSE	1	0.05 %	0.03
ALZHEIMERS	ALZ	1	0.05 %	0.03
ARMED ROBBERY	AROB	1	0.05 %	0.03
ATTEMPTED SUICIDE	ASUI	1	0.05 %	0.03
BOLO	BOLO	1	0.05 %	0.03
CARDIAC ARREST	CPR	1	0.05 %	0.03
DANGEROUS COND FD	DCFD	1	0.05 %	0.03
DROWNING	DROWN	1	0.05 %	0.03
DRUNK DRIVER	DUI	1	0.05 %	0.03
FAILURE TO PAY	FTP	1	0.05 %	0.03
FIRE OUTSIDE STRUCTURE	FOS	1	0.05 %	0.03
FIREWORKS	FIREWK	1	0.05 %	0.03
FOUND CHILD	CHILDF	1	0.05 %	0.03
LASER	LASER	1	0.05 %	0.03
LOST CHILD	CHILDL	1	0.05 %	0.03
MEDICAL UNKNOWN	ALARMM	1	0.05 %	0.03
MISSING PERSON RECOVERED	MPR	1	0.05 %	0.03
OVERDOSE/POISONING	OD	1	0.05 %	0.03
PROWLER	PROW	1	0.05 %	0.03
REPOSSESSED VEH	REPO	1	0.05 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2021-08-01 through 2021-08-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
STALKING	STALK	1	0.05 %	0.03
STOLEN VEHICLE	SV	1	0.05 %	0.03
STR ARM ROBBERY	SROB	1	0.05 %	0.03
STRUC FIRE COMM/HIGHRISE	SFCH	1	0.05 %	0.03
TRAFFIC LITE OUT	TLO	1	0.05 %	0.03
TRAUMA NON EMERG	TRAU	1	0.05 %	0.03
VIOLATION OF PROBATION	VOP	1	0.05 %	0.03
WATER RESCUE	WATER	1	0.05 %	0.03
TOTAL CALLS:		2,186	100.00%	70.52

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



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

TRAINING SEMINARS ATTENDED

Month of August 2021

<i>Daniel Carrazana</i>	<i>8/2-13</i>	<i>DT Instructor Seminole State College</i>
<i>Molly Billue Ashley Epling</i>	<i>8/9-13</i>	<i>Speed Measurement DSC</i>
<i>Ryan Mowen Jack Ransom Jacob Franklin</i>	<i>8/23-24</i>	<i>Breath Test Operator DSC</i>

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

AUGUST 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	0	0	27	7	0	17	6	1
VEHICLE FIRES	0	0	0	1	1	1	0	0	0
BOAT FIRES	0	0	0	0	0	0	1	0	0
OTHER FIRES NOT LISTED	3	0	0	14	1	0	5	2	0
VEHICLE CRASHES W/ENGINE RESPONSE	0	0	0	5	3	3	3	2	0
SERVICE CALLS	23	3	0	211	21	2	216	32	10
FIRE ALARMS	18	0	0	125	2	0	101	2	3
CANCELLED EN ROUTE	1	2	3	38	14	20	58	24	29
TOTALS	50	5	3	422	49	27	404	68	46

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	13	4	53	55	50	80
HOTEL/MOTEL	2	6	29	30	19	19
ASSEMBLY	0	0	2	1	3	1
MERCANTILE	0	0	20	3	5	4
RESTAURANT	1	1	12	4	9	6
BUSINESS	4	0	63	7	26	7
OTHER	9	0	24	2	23	0
CONSTRUCTION	1	0	35	5	36	6
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	1	3	18	10	7	2
TOTALS	31	14	256	117	178	125

PLANS EXAMINATION HOURS: 1 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

AUGUST 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	48	11	5	342	55	11	397	86	6
BLS CALLS	33	5	2	299	51	24	248	58	12
TOTALS	81	16	7	641	106	35	645	144	18



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 AUGUST 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 mirror	veh #154
Replace battery	veh # 144
Replace battery	veh #128
Replace battery	veh #158
Replace pressure gauges	veh #Q-77
Replace brake rotors	veh #112
Replace air filter	veh #127
Replace battery	Portable sewer pump
Replace A/C condenser seals	veh #117
Replace wheel bearing	mower
Replace valve stem	mower

COMMUNITY SERVICES DEPARTMENT

MONTHLY REPORT - AUGUST 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 worked on re-installing the plexiglass dividers on the council dias, continued work on drywall repairs in the facility building and handled miscellaneous lighting and AC issues in the city buildings.

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 had several street sign repairs this month, as well as a couple well pumps that had to be replaced. They handled a park bathroom repair, a pothole repair on Bonner and pressure washed a couple of the city park areas as well.

The electrician had power repairs and fan replacement at the Community Center tennis courts, converted quite a few decorative streetlights to LED, replaced many decorative fixtures with new ones and handled 27 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 pressure cleaned and painted at most of the sewer stations and installed new fencing at station 3. They dug up a sewer line for new service on Broad Ave and tv'd a line on Glen Myra for problems. They replaced the crane battery on vehicle 169 and repaired their hand-held blower in addition to handling 2 animal control calls and doing 47 sewer line locates.

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – August, 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
Barborini Residence	3043 South Atlantic Avenue, Unit 806	8/2	Replace impact windows	\$30,150.00	\$243.75
Palmos de Mallorca	3811 South Atlantic Avenue	8/3	Concrete repairs to balcony slabs, edges, and soffits	\$157,500.00	\$868.23
Graney Residence	3013 South Atlantic Avenue, Unit 201	8/3	Remodel kitchen	\$23,360.00	\$204.49
Sand Dollar Condo	3115 South Atlantic Avenue	8/4	Wind vented PVC re-roof	\$272,000.00	\$1,324.10
Meek Residence	3831 South Atlantic Avenue, Unit 702	8/6	Remodel shower and bath	\$27,000.00	\$221.25
Hathaway Residence	2545 South Atlantic Avenue, Unit 1908	8/6	Remodel kitchen and master shower	\$18,250.00	\$177.58
Bazin Residence	2 Oceans West Boulevard, Unit 2101	8/6	Remodel guest and master bathrooms	\$12,850.00	\$137.65
Allen Residence	3003 South Atlantic Avenue, Unit 19C6	8/6	Remodel master bathroom	\$17,000.00	\$166.82
Morrissey Residence	3815 South Atlantic Avenue, Unit 902	8/9	Remodel kitchen, master, and guest bathrooms	\$79,000.00	\$517.06
Rinehart Residence	3043 South Atlantic Avenue, Unit 1203	8/12	Remodel kitchen and bath	\$16,020.00	\$166.82
Subhasirawat Residence	2917 South Atlantic Avenue, Unit 704	8/12	Remodel 2 bathrooms	\$10,700.00	\$120.55

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Murphy Residence	3043 South Atlantic Avenue, Unit 1001	8/12	Remodel kitchen	\$20,125.00	\$188.34
Walsh Residence	3043 South Atlantic Avenue, Unit 805	8/12	Replace kitchen cabinets	\$10,500.00	\$120.55
Damato Residence	3013 South Atlantic avenue, Unit 704	8/13	Kitchen and bathroom remodel	\$56,500.00	\$391.76
Raym Residence	3051 South Atlantic Avenue, Unit 1502	8/16	Remodel master and guest bathrooms	\$11,100.00	\$129.10
Weidner Residence	2967 South Atlantic Avenue, Unit 1208	8/16	Remodel kitchen, master, and guest bathrooms	\$43,700.00	\$317.86
Selwitz Residence	2625 South Atlantic Avenue, Unit 8SE	8/16	Remodel interior, including cabinets, upgrade bathrooms	\$80,000.00	\$522.75
Corazza Residence	2555 South Atlantic Avenue, Unit 504	8/16	Remodel kitchen and 2 bathrooms	\$97,261.00	\$624.92
Red Lobster	3162 South Atlantic Avenue	8/17	Replace kitchen A/C	\$10,000.00	\$103.90
Bishop Residence	3051 South Atlantic Avenue, Unit 805	8/17	Remove and replace 3 windows	\$10,880.00	\$120.55
Zakaria Residence	3051 South Atlantic Avenue, Unit 2205	8/17	Remove and replace 3 windows	\$13,389.00	\$146.20
Mercado Residence	3051 South Atlantic Avenue, Unit 306	8/17	Remove and replace 4 windows	\$14,387.00	\$154.75
Gallaher Residence	3051 South Atlantic Avenue, Unit 1106	8/17	Remove and replace 4 windows	\$14,387.00	\$154.75
Repasky Residence	3051 South Atlantic Avenue, Unit 2006	8/17	Remove and replace 4 windows	\$14,387.00	\$154.75
Renner Residence	3051 South Atlantic Avenue, Unit 1206	8/17	Replace 4 windows and 1 sliding glass door	\$22,056.00	\$199.11
Lent Residence	3051 South Atlantic Avenue, Unit 1105	8/17	Replace 3 windows and 1 sliding glass door	\$18,326.00	\$177.58
Pruitt Residence	2425 South Atlantic Avenue, Unit 404	8/18	Replace 2 sliding glass doors	\$21,912.00	\$193.73
Gibson Residence	3003 South Atlantic Avenue, Unit 11A2	8/18	Replace 1 sliding glass door	\$13,813.00	\$146.20
Redmond Residence	2937 South Atlantic Avenue, Unit 1503	8/20	Remodel kitchen and bathroom	\$15,500.00	\$161.50
Peck Plaza	2625 South Atlantic Avenue	8/20	Remove and replace railings in both stairways	\$49,698.00	\$352.00
Martin Residence	3425 South Atlantic Avenue, Unit 1601	8/23	Install 8 motorized roll down hurricane shutters	\$27,546.00	\$226.80
Daytona Beach Shores Hotel	2323 South Atlantic Avenue	8/24	Repair concrete walkways	\$452,553.00	\$2,089.51
Bonura Residence	3051 South Atlantic Avenue, Unit 605	8/25	Replace 3 windows and 1 sliding glass door	\$18,326.00	\$177.58
Oceanside Inn	1909 South Atlantic Avenue	8/30	Ass service bar to existing area	\$53,000.00	\$369.15
Pirates Island Golf	3420 South Atlantic Avenue	8/30	Install monument sign	\$17,660.00	\$69.25

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Modesitt Residence	3043 South Atlantic Avenue, Unit 901	8/30	Remodel guest bathroom, increase door size to closet	\$19,645.00	\$182.96
Mireles Residence	3003 South Atlantic Avenue, Unit 16C6	8/30	Replace outlets, switches, and light fixtures	\$14,500.00	\$47.50
Dunes Plaza	3174 South Atlantic Avenue	8/30	Install monument sign	\$11,158.00	\$69.25
Coudriet Residence	2425 South Atlantic Avenue, Unit 907	8/31	Replace 2 sliding glass doors	\$11,461.00	\$129.10
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$1,827,600.00	\$11,371.64

Building Division Revenue by Permit Category:

PERMIT TYPE	AUGUST 2021	FISCAL YEAR-TO-DATE 2020 TO 2021	AUGUST 2020	LAST FISCAL YEAR-TO-DATE 2019 TO 2020
BUILDING	\$12,374.72	\$185,721.43	\$8,440.53	\$192,770.14
ROOF	\$0.00	\$16,754.10	\$0.00	\$12,279.52
DEMOLITION	\$0.00	\$563.90	\$0.00	\$461.40
ELECTRICAL	\$1,930.03	\$29,399.12	\$3,082.92	\$33,639.06
MECHANICAL	\$3,242.15	\$40,268.21	\$1,542.05	\$25,233.35
PLUMBING	\$1,877.50	\$36,753.27	\$2,176.50	\$28,614.85
SIGN	\$349.75	\$2,864.86	\$231.23	\$2,296.29
POLITICAL SIGN BONDS	\$0.00	\$220.00	\$220.00	\$1,540.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$152.70	\$1,092.70	\$144.00	\$4,189.25
DEVELOPMENT FEES	\$25.00	\$2,710.00	\$320.00	\$3,672.90
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$19,951.85	\$316,347.59	\$16,157.23	\$304,696.76

Building Division Activities:

ACTIVITY	AUGUST 2021	FISCAL YEAR-TO-DATE 2020 TO 2021	AUGUST 2020	LAST FISCAL YEAR-TO-DATE 2019 TO 2020
INSPECTIONS	265	3,274	216	2,564
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	1	0	2

TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	2	0	0
FINAL INSPECTIONS	155	1,986	136	1,456
FAILED INSPECTIONS	14	233	21	152

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

Projects Begun Current Fiscal Year-to-Date – 2020 to Present: \$51,225,527.00

Projects Begun Last Fiscal Year – 2019 to 2020: \$64,300,811.00

Projects Begun Two Fiscal Years Ago – 2018 to 2019: \$39,968,375.00

**AGREEMENT FOR
CITY PAYMENT OF CERTAIN COSTS**

THIS AGREEMENT FOR CITY PAYMENT OF CERTAIN COSTS (hereinafter “this Agreement”) is made and entered into effective the 1st day of October, 2021, by and between the CITY OF DAYTONA BEACH SHORES, a political subdivision of the State of Florida (hereinafter the “City”) and PORT ORANGE/SOUTH DAYTONA CHAMBER OF COMMERCE (hereinafter “Chamber”).

WITNESSETH

WHEREAS, the City is a municipality of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City; and

WHEREAS, the Chamber is an association of businesses located throughout southern Volusia County and provides services to businesses located in the City; and

WHEREAS, the Chamber entered into a lease agreement with Panorea Papalambros (hereinafter the lessor) for the Chamber to set up an office within the City; and

WHEREAS, the City finds that there is a benefit to the businesses and residents for the Chamber to maintain an office within the City; and

WHEREAS, the City agrees to reimburse the Chamber for certain costs associated with maintaining an office within the City.

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this Agreement. Said recitals are hereby ratified and made a part of this Agreement.
2. **Terms.** The City agrees to pay the following expenses for the duration of the Lease:
 - a. Rent: \$1300.00 per month; and
 - b. Sales tax on rent: \$78.00 per month; and
 - c. Reasonable use of utilities by the Chamber (not to include lessors of any other property), to include only reasonable electric, water, sewer, and internet costs, to be paid by the City within 30 days of receipt of an invoice, which must include a copy of each utility bill being claimed by the Chamber.
3. **Other Terms.**
 - a. Sublease: Chamber may not sublease any portion of the property described in the Lease without express written authorization of the City Council or City Manager. If the Chamber does enter into a sublease without express written authorization of the City, it is a breach, and the City is released from the Terms described in paragraph two, above, and may recover any proceeds from the sublease during the

time such sublease is in effect. If the Chamber enters into a sublease with the City's express written authorization, City's obligations under the Terms described in paragraph two, above, shall be reduced by the amount of rent that the Chamber collects from the sublease(s), as well as a prorated portion of the sales tax and utility costs, as agreed to in said express written authorization.

- b. Use: Chamber shall use and occupy the premises consistent with that of a chamber of commerce.
- c. Default: If the Chamber defaults on the Lease, such default shall be considered a breach of this agreement and the City is released from the Terms described in paragraph two, above, and may recover by any legal means available any payments to the Chamber dating back to the date of the default.
- d. Indemnification: Chamber must indemnify and hold the City harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the City, or its agents, officers, or employees, arising directly or indirectly from Chamber's performance under this Agreement or by any person on Chamber's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by Chamber (including Chamber's agents and employees). Chamber must further indemnify the City against any claim that any product purchased or licensed by the City from Chamber under this Agreement infringes a United States patent, trademark, or copyright. Chamber acknowledges that Chamber has received consideration for this indemnification the sufficiency of which is acknowledged by Chamber, by Chamber's execution of this Agreement. Chamber's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the City and not considered to be the City's exclusive remedy. In the event that any claim in writing is asserted by a third party which may entitle the City to indemnification, the City must give notice thereof to Chamber, which notice must be accompanied by a copy of statement of the claim. Following the notice, Chamber has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Chamber does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the City decides to participate in the proceeding or defense, the City will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to Chamber,

to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim. The indemnification provisions of this paragraph will survive the termination of this Agreement. Any indemnification by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

- e. Any other material breach of the Lease shall constitute a breach of this Agreement.
- 4. **Non-appropriation.** City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Chamber shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.
- 5. **Term of Agreement.** This agreement shall commence on October 1, 2021, and shall continue in force for a two-year period ending September 30, 2023. In addition, this agreement may be terminated upon any of the following events: a. Written notice by the Port Orange Chamber or without cause. b. Written notice by either party to the other party of termination of the Agreement to the City re termination of the Agreement with for failure or breach of the other party to perform its obligations hereunder.
- 6. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
- 7. **Worker's Compensation Insurance.** Notwithstanding any of other provision to the contrary, Chamber shall maintain in full force and effect during the term of this agreement, statutory coverage of Worker's Compensation insurance covering all employees used in the performance of work under the agreement or shall provide the City with appropriate

documentation that Worker's Compensation insurance is not required. Chamber shall indemnify and save the City harmless for any damage resulting to them for failure of Chamber to take out or maintain such insurance. Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Chamber further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

7. **Entire Agreement.** The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Renewal Agreement on the day and date first written above.

ATTEST:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy J. Miller, Mayor

Michael T. Booker, City Manager

**PORT ORANGE/SOUTH DAYTONA
CHAMBER OF COMMERCE**

Witness

Witness



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 28, 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: September 22, 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 September 13, 2021. Please advise if you have any questions, comments or concerns relative to these matters.

(1) 136 Beachcomber

Finalized the contract for sale with Purucker Plaza II and drafted ordinance and warranty deed.

(2) ARPA Funds

Drafted a resolution for the acceptance of federal Coronavirus State and Local Fiscal Recovery Funds.

(3) Mural Application

Provided a legal opinion to the City Planner on an interpretation of the City Code regarding an application for a mural.

(4) Development Permit Tolling Statute

Provided a legal opinion to the Code Enforcement Officer on an interpretation of state

law for the tolling of development permits as a result of the governor's declared state of emergency.

(5) *Annexation of 104 Broad Ave.*

Reviewed and approved a proposed annexation ordinance for the property at 104 Broad Avenue.

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: September 21, 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 – September 28, 2021

Upgrade of Crosswalks

In a follow up to our last meeting's brief discussion involving the installation/upgrade of crosswalks by the FDOT, I wish to submit the following suggestions:

1. ABC Liquor Location (Broad Street) - Lighting (flashing push button light)
2. Sea Spray Park – New standard crosswalk (no lights)
3. Treasure Island – New (lighted?) crosswalk with the location to be determined.

Based upon our meeting with FDOT staff, we are probably looking at late spring/early summer for any work to begin.

If there is consensus among the City Council, I will authorize our consultant to proceed with these suggested projects.



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 28, 2021 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Ordinance 2021-09: Comprehensive Plan Amendment - Property Rights Element

SYNOPSIS:

Comprehensive Plans are statutorily required land use plans which guide the overall future growth and development of cities and counties in Florida. Ordinance 2021-09, if approved, would adopt a Large-Scale Comprehensive Plan Text Amendment creating a new Property Rights Element ("Chapter") in the Daytona Beach Shores Comprehensive Plan. The new Property Rights Element includes adding Goals, Objectives and Policies to ensure that private property rights are considered in local decision making in accordance with House Bill 59, which was recently approved during the 2021 legislative session and signed into law on June 29, 2021. In addition, adopting the Property Rights Element is a requirement of the recently approved Stipulated Settlement Agreement between the City and the owner of the Treasure Island properties.

FISCAL IMPACT STATEMENT:

N/A

BACKGROUND:

Chapter 163, Florida Statutes, relating to comprehensive plans, were amended to require each local government to adopt a property rights element into their comprehensive plan. Inclusion of the property rights element is intended to ensure that governmental entities respect judicially acknowledged and constitutionally protected private property rights.

House Bill 59 adds Section 163.3177(6)(i) to the Florida Statutes. Each local government is now required to adopt a property rights element into its comprehensive plan. This new element must be adopted by the earlier of the date of its adoption of its next proposed plan amendment, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to Section 163.3191, Florida Statutes. HB 59 includes model property rights element language, which was used in drafting this comprehensive plan amendment.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of Ordinance 2021-09 as presented.

On September 13, 2021 the Daytona Beach Shores Planning and Zoning Board unanimously voted to recommend approval of the ordinance in question.

SUGGESTED MOTION:

A City Council member may move as follows:

1. "I move to approve Ordinance 2021-09 as presented."

OR

2. "I move to approve Ordinance 2021-09, with the following amendments..."

- ATTACHMENT:**
1. Ord. 2021-09 - Property Rights Element
 2. Ord. 2021-09 - Exhibit A
 3. HB 59

ORDINANCE NO: 2021-09

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, BY CREATING CHAPTER 12, ENTITLED “PROPERTY RIGHTS ELEMENT”, AS REQUIRED BY THE RECENTLY ENACTED HOUSE BILL 59; PROVIDING FOR A SAVINGS AND RATIFICATION PROVISION; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan* directly relates to the amendment of the text of a comprehensive plan as provided in Section 163.3184, *Florida Statutes*; and

WHEREAS, the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan* is being submitted under the expedited state review process as provided in Section 163.3184, *Florida Statutes*; and

WHEREAS, the Volusia County Growth Management Commission (VGMC) has issued a determination of consistency in accordance with Section 202.3 of the *Charter of Volusia County, Florida*, for the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan*, attached as Exhibit “A”; and

WHEREAS, the proposed comprehensive plan amendment does not conflict with the determination of consistency issued by the VGMC in accordance with Section 202.3 of the *Charter of Volusia County, Florida*; and

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

WHEREAS, the Governor of the State of Florida has signed HB 59, which was passed during the 2021 Legislative Session, requiring local governments adopt a property rights element

Ordinance 2021-09

Page No.1

in their comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is **initiated** after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to Section 163.3191, Florida Statutes, as depicted in **Exhibit A** attached; and

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

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

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

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

SECTION ONE: CHANGE IN TEXT OF THE DAYTONA BEACH SHORES COMPERENSIVE PLAN. The *City of Daytona Beach Shores Comprehensive Plan* is hereby amended to create a new comprehensive plan element entitled “Property Rights Element” as depicted in Exhibit “A”.

SECTION TWO: IMPLEMENTING ADMINISTRATIVE ACTIONS. The Community Services Director is hereby authorized to transmit copies of the adopted amendment to the *City of Daytona Beach Shores Comprehensive Plan* to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3184, *Florida Statutes*, and *Volusia Growth Management Rules*. The City Manager and the City Attorney are hereby authorized to take any and all necessary actions to defend the enactment and implementation of this Ordinance and assert the legal compliance status of this Ordinance.

SECTION THREE: SAVINGS AND RATIFICATION. The City of Daytona Beach Shores hereby ratifies and affirms that action taken by the City Council and the City as a whole to date relative to the comprehensive planning programs action activities of the City. The applicability and effect of the *City of Daytona Beach Shores Comprehensive Plan* are hereby ratified and shall remain in full force and effect consistent with the provisions of this Ordinance.

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

SECTION FIVE: SEVERABILITY. If any section or portion of a section of this Ordinance, or application of any provision of this Ordinance, proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Ordinance.

SECTION SIX. CODIFICATION. This Ordinance shall be codified in the *City of Daytona Beach Shores Comprehensive Plan* as deemed appropriate by the Code codifier.

SECTION SEVEN: EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the State Land Planning Agency (the Florida Department of Economic Opportunity) notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

CITY OF DAYTONA BEACH SHORES, FLORIDA

Mayor, Nancy Miller

ATTEST:

Michael T. Booker, City Manager

Cheri Schwab, City Clerk

Approved as to form and content:

JOHN CARY, CITY ATTORNEY

Passed upon first reading this ___ day of _____, 2021.

Adopted on second reading this ___ day of _____, 2021.

EXHIBIT A

CHAPTER 12: PROPERTY RIGHTS ELEMENT

GOAL 12-1: TO RESPECT JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.

Objective 12-1.1: The following policies are to ensure that private property rights shall be considered in local decision making.

Policy 12-1.1.1 The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 12-1.1.2: The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 12-1.1.3: The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 12-1.1.4: The right of a property owner to dispose of his or her property through sale or gift.

ENROLLED

CS/CS/CS/HB 59, Engrossed 1

2021 Legislature

1
2 An act relating to growth management; amending s.
3 163.3167, F.S.; specifying requirements for certain
4 comprehensive plans effective, rather than adopted,
5 after a specified date and for associated land
6 development regulations; amending s. 163.3177, F.S.;
7 requiring local governments to include a property
8 rights element in their comprehensive plans; providing
9 a statement of rights which a local government may
10 use; requiring a local government to adopt a property
11 rights element by the earlier of its adoption of its
12 next proposed plan amendment initiated after a certain
13 date or the next scheduled evaluation and appraisal of
14 its comprehensive plan; prohibiting a local
15 government's property rights element from conflicting
16 with the statement of rights contained in the act;
17 amending s. 163.3237, F.S.; providing that the consent
18 of certain property owners is not required for
19 development agreement changes under certain
20 circumstances; providing an exception; amending s.
21 337.25, F.S.; requiring the Department of
22 Transportation to afford a right of first refusal to
23 certain individuals under specified circumstances;
24 providing requirements and procedures for the right of
25 first refusal; amending s. 380.06, F.S.; authorizing

Page 1 of 8

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

hb0059-05-er

ENROLLED

CS/CS/CS/HB 59, Engrossed 1

2021 Legislature

certain developments of regional impact agreements to
be amended under certain circumstances; providing
retroactive applicability; providing a declaration of
important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (3) of section 163.3167, Florida
Statutes, is amended to read:

163.3167 Scope of act.—

(3) A municipality established after the effective date of
this act shall, within 1 year after incorporation, establish a
local planning agency, pursuant to s. 163.3174, and prepare and
adopt a comprehensive plan of the type and in the manner set out
in this act within 3 years after the date of such incorporation.
A county comprehensive plan is controlling until the
municipality adopts a comprehensive plan in accordance with this
act. A comprehensive plan for a newly incorporated municipality
which becomes effective ~~adopted~~ after January 1, 2016 ~~2019~~, and
all land development regulations adopted to implement the
comprehensive plan must incorporate each development order
existing before the comprehensive plan's effective date, may not
impair the completion of a development in accordance with such
existing development order, and must vest the density and
intensity approved by such development order existing on the

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effective date of the comprehensive plan without limitation or modification.

Section 2. Paragraph (i) is added to subsection (6) of section 163.3177, Florida Statutes, to read:

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—

(6) In addition to the requirements of subsections (1)–(5), the comprehensive plan shall include the following elements:

(i)1. In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. A local government may adopt its own property rights element or use the following statement of rights:

The following rights shall be considered in local decisionmaking:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

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76

77 2. The right of a property owner to use, maintain,
78 develop, and improve his or her property for personal
79 use or for the use of any other person, subject to
80 state law and local ordinances.

81

82 3. The right of the property owner to privacy and to
83 exclude others from the property to protect the
84 owner's possessions and property.

85

86 4. The right of a property owner to dispose of his or
87 her property through sale or gift.

88

89 2. Each local government must adopt a property rights
90 element in its comprehensive plan by the earlier of the date of
91 its adoption of its next proposed plan amendment that is
92 initiated after July 1, 2021, or the date of the next scheduled
93 evaluation and appraisal of its comprehensive plan pursuant to
94 s. 163.3191. If a local government adopts its own property
95 rights element, the element may not conflict with the statement
96 of rights provided in subparagraph 1.

97 Section 3. Section 163.3237, Florida Statutes, is amended
98 to read:

99 163.3237 Amendment or cancellation of a development
100 agreement.—A development agreement may be amended or canceled by

Page 4 of 8

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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101 mutual consent of the parties to the agreement or by their
102 successors in interest. A party or its designated successor in
103 interest to a development agreement and a local government may
104 amend or cancel a development agreement without securing the
105 consent of other parcel owners whose property was originally
106 subject to the development agreement, unless the amendment or
107 cancellation directly modifies the allowable uses or
108 entitlements of such owners' property.

109 Section 4. Subsection (4) of section 337.25, Florida
110 Statutes, is amended to read:

111 337.25 Acquisition, lease, and disposal of real and
112 personal property.—

113 (4) The department may convey, in the name of the state,
114 any land, building, or other property, real or personal, which
115 was acquired under subsection (1) and which the department has
116 determined is not needed for the construction, operation, and
117 maintenance of a transportation facility. When such a
118 determination has been made, property may be disposed of through
119 negotiations, sealed competitive bids, auctions, or any other
120 means the department deems to be in its best interest, with due
121 advertisement for property valued by the department at greater
122 than \$10,000. A sale may not occur at a price less than the
123 department's current estimate of value, except as provided in
124 paragraphs (a)-(d). The department may afford a right of first
125 refusal to the local government or other political subdivision

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126 in the jurisdiction in which the parcel is situated, except in a
127 conveyance transacted under paragraph (a), paragraph (c), or
128 paragraph (e). Notwithstanding any provision of this section to
129 the contrary, before any conveyance under this subsection may be
130 made, except a conveyance under paragraph (a) or paragraph (c),
131 the department shall first afford a right of first refusal to
132 the previous property owner for the department's current
133 estimate of value of the property. The right of first refusal
134 must be made in writing and sent to the previous owner via
135 certified mail or hand delivery, effective upon receipt. The
136 right of first refusal must provide the previous owner with a
137 minimum of 30 days to exercise the right in writing and must be
138 sent to the originator of the offer by certified mail or hand
139 delivery, effective upon dispatch. If the previous owner
140 exercises his or her right of first refusal, the previous owner
141 has a minimum of 90 days to close on the property. The right of
142 first refusal set forth in this subsection may not be required
143 for the disposal of property acquired more than 10 years before
144 the date of disposition by the department.

145 (a) If the property has been donated to the state for
146 transportation purposes and a transportation facility has not
147 been constructed for at least 5 years, plans have not been
148 prepared for the construction of such facility, and the property
149 is not located in a transportation corridor, the governmental
150 entity may authorize reconveyance of the donated property for no

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151 consideration to the original donor or the donor's heirs,
152 successors, assigns, or representatives.

153 (b) If the property is to be used for a public purpose,
154 the property may be conveyed without consideration to a
155 governmental entity.

156 (c) If the property was originally acquired specifically
157 to provide replacement housing for persons displaced by
158 transportation projects, the department may negotiate for the
159 sale of such property as replacement housing. As compensation,
160 the state shall receive at least its investment in such property
161 or the department's current estimate of value, whichever is
162 lower. It is expressly intended that this benefit be extended
163 only to persons actually displaced by the project. Dispositions
164 to any other person must be for at least the department's
165 current estimate of value.

166 (d) If the department determines that the property
167 requires significant costs to be incurred or that continued
168 ownership of the property exposes the department to significant
169 liability risks, the department may use the projected
170 maintenance costs over the next 10 years to offset the
171 property's value in establishing a value for disposal of the
172 property, even if that value is zero.

173 (e) If, at the discretion of the department, a sale to a
174 person other than an abutting property owner would be
175 inequitable, the property may be sold to the abutting owner for

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the department's current estimate of value.

Section 5. Paragraph (d) of subsection (4) of section 380.06, Florida Statutes, is amended to read:

380.06 Developments of regional impact.—

(4) LOCAL GOVERNMENT DEVELOPMENT ORDER.—

(d) Any agreement entered into by the state land planning agency, the developer, and the local government with respect to an approved development of regional impact previously classified as essentially built out, or any other official determination that an approved development of regional impact is essentially built out, remains valid unless it expired on or before April 6, 2018, and may be amended pursuant to the processes adopted by the local government for amending development orders. Any such agreement or amendment may authorize the developer to exchange approved land uses, subject to demonstrating that the exchange will not increase impacts to public facilities. This paragraph applies to all such agreements and amendments effective on or after April 6, 2018.

Section 6. The Legislature finds and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 28, 2021 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Ordinance 2021-10: Treasure Island Stipulated Settlement Agreement Comprehensive Plan Amendment - 2025 S. Atlantic Ave, et al

SYNOPSIS:

Ordinance 2021-10 if approved, would amend the Daytona Beach Shores Comprehensive Plan to create Redevelopment Overlay policies pursuant to the 2025 South Atlantic Avenue, LLC – City of Daytona Beach Shores Stipulated Settlement Agreement (“Agreement”) approved by the City Council on August 17, 2021. The Redevelopment Overlay policies provide for land use and development flexibility that would foster the redevelopment of the Treasure Island properties as stipulated in the Agreement. As required by Florida Law and the Volusia County Code of Ordinances, the proposed comprehensive plan amendment will be transmitted to the Florida Department of Economic Opportunity and other state review agencies, as well as the Volusia Growth Management Commission, for evaluation consistent with controlling law.

FISCAL IMPACT STATEMENT:

Please see settlement agreement for the City's fiscal impact on this project.

BACKGROUND:

I. SUMMARY BACKGROUND

Ordinance 2021-10 (attached) if approved, would amend the Future Land Use Element in Daytona Beach Shores Comprehensive Plan to create a Redevelopment Overlay objective and related policies pursuant to the Agreement recently approved by the City Council on August 17, 2021. Sec. 5.b of the Agreement provides that the *“Property Owner shall initiate, process, and the City will support, waive application fees, and ultimately adopt a Large Scale Comprehensive Plan Amendment to create a “Redevelopment Overlay”, which is intended to act as a redevelopment based overlay that will provide additional flexibility in the redevelopment of certain properties within the City.”*

On August 27, 2021, owner/applicant 2025 S. Atlantic Avenue, LLC submitted Comprehensive Plan Amendment CPA2021024 (**Exhibit A**), which provides for the creation of the subject Redevelopment

Overlay. If approved, Ordinance 2021-10 will enact the Redevelopment Overlay as required in the Agreement, subject to state and VGMC approval. If approved by the state and VGMC the owner/applicant has stipulated to demolish the Treasure Island structure, which has been abandoned since 2004.

If approved and thereafter, the City will amend the Land Development Code (LDC) to establish the Redevelopment Overlay and applicant/owner will petition the City to apply said overlay unto the subjected properties. This will enable the owner/developer to redevelop the subject properties for the purpose of hotel (300 units) and residential (200 units) uses sometime in the future.

II. PROPERTY DESCRIPTION

The Treasure Island properties contain nine (9) parcels located on the east and west sides of the 2000 block of S. Atlantic Avenue and corners of Fraile and Armstrong streets (**Exhibit B**). The 2025 S. Atlantic Avenue parcel is currently occupied by an 11-storey abandoned shell structure, which formerly hosted the Treasure Island Hotel. All other properties are vacant but were once developed with tourism related structures. Combined, the Treasure Island properties total approximately 4.89 upland acres and 1.58 acres east of the bulkheadline.

III. PROPOSED AMMENDMENT

The proposed amendment language is contained in **Exhibit C** attached. The origin of the amendment language is the Agreement.

IV. PLANNING ANALYSIS

See attached Planning Analysis (**Exhibit D**).

V. DUE PUBLIC NOTICE

Evidence of due public notice has been submitted to the City Clerk.

VI. PLANNING AND ZONING BOARD RECOMMENDATION

On September 13, 2021 the Daytona Beach Shores Planning and Zoning Board unanimously recommended approval of Ordinance 2021-10.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Pursuant to the findings in the Planning Analysis of this staff report, application submitted by the owner and the stipulations of the Agreement, Staff recommends approval of Ordinance 2021-10 as presented.

SUGGESTED MOTION:

A City Council member may move as follows:

"I move to approve Ordinance 2021-10 as presented."

- ATTACHMENT:**
1. Ord. 2021-10 - Treasure Island CPA
 2. Exhibit A-Application CPA12021024-Treasure Island Overlay
 3. EXHIBIT B-Location Map
 4. Exhibit C-Ord. 2021-10 Exhibit A-Proposed Language
 5. Exhibit D-Planning Analysis-Ord 2021-10-Treasure Island

ORDINANCE NO: 2021-10

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, BY AMENDING CHAPTER 1, ENTITLED “FUTURE LAND USE ELEMENT”, TO ESTABLISH REDEVELOPMENT OVERLAY POLICIES NECESSARY TO IMPLEMENT CERTAIN LAND USE PROVISIONS OF THE 2025 SOUTH ATLANTIC AVENUE, LLC – CITY OF DAYTONA BEACH SHORES STIPULATED SETTLEMENT AGREEMENT; PROVIDING FOR A SAVINGS AND RATIFICATION PROVISION; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan* directly relates to the amendment of the text of a comprehensive plan as provided in Section 163.3184, *Florida Statutes*; and

WHEREAS, the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan* is being submitted under the expedited state review process as provided in Section 163.3184, *Florida Statutes*; and

WHEREAS, the Volusia County Growth Management Commission (VGMC) has issued a determination of consistency in accordance with Section 202.3 of the *Charter of Volusia County, Florida*, for the proposed amendment to the *City of Daytona Beach Shores Comprehensive Plan*, attached as Exhibit “A”; and

WHEREAS, the proposed comprehensive plan amendment does not conflict with the determination of consistency issued by the VGMC in accordance with Section 202.3 of the *Charter of Volusia County, Florida*; and

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

WHEREAS, on August 17, 2021 the City Council of the City of Daytona Beach Shores approved the 2025 South Atlantic Avenue – City of Daytona Beach Shores Stipulated Settlement Agreement; and

WHEREAS, on August 25, 2021 the Daytona Beach Shores Special Magistrate accepted the 2025 South Atlantic Avenue – City of Daytona Beach Shores Stipulated Settlement Agreement; and

WHEREAS, the 2025 South Atlantic Avenue – City of Daytona Beach Shores Stipulated Settlement Agreement calls for a comprehensive plan amendment that will create a Redevelopment Overlay creating additional density and providing flexibility in the redevelopment of the properties subject to the agreement; and

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

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

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

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

SECTION ONE: CHANGE IN TEXT OF THE DAYTONA BEACH SHORES COMPERENSIVE PLAN. The text of Chapter 1, “Future Land Use Element,” of the *City of Daytona Beach Shores Comprehensive Plan* is hereby amended to create a Redevelopment Overlay policy as depicted in Exhibit “A”.

SECTION TWO: IMPLEMENTING ADMINISTRATIVE ACTIONS. The Community Services Director is hereby authorized to transmit copies of the adopted amendment to the *City of Daytona Beach Shores Comprehensive Plan* to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3184, *Florida Statutes*, and *Volusia Growth Management Rules*. The City Manager and the City Attorney are hereby authorized to take any and all necessary actions to

defend the enactment and implementation of this Ordinance and assert the legal compliance status of this Ordinance.

SECTION THREE: SAVINGS AND RATIFICATION. The City of Daytona Beach Shores hereby ratifies and affirms that action taken by the City Council and the City as a whole to date relative to the comprehensive planning programs action activities of the City. The applicability and effect of the *City of Daytona Beach Shores Comprehensive Plan* are hereby ratified and shall remain in full force and effect consistent with the provisions of this Ordinance.

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

SECTION FIVE: SEVERABILITY. If any section or portion of a section of this Ordinance, or application of any provision of this Ordinance, proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Ordinance.

SECTION SIX. CODIFICATION. This Ordinance shall be codified in the *City of Daytona Beach Shores Comprehensive Plan* as deemed appropriate by the Code codifier.

SECTION SEVEN: EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the State Land Planning Agency (the Florida Department of Economic Opportunity) notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

CITY OF DAYTONA BEACH SHORES, FLORIDA

Mayor, Nancy Miller

ATTEST:

Michael T. Booker, City Manager

Cheri Schwab, City Clerk

Approved as to form and content:

JOHN CARY, CITY ATTORNEY

Passed upon first reading this __ day of _____, 2021.

Adopted on second reading this __ day of _____, 2021.

EXHIBIT A



City of Daytona Beach Shores
COMMUNITY SERVICES DEPARTMENT
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Phone (386) 763-5377 Fax (386) 763-5370

**APPLICATION FOR COMPREHENSIVE PLAN/FUTURE LAND USE MAP
AMENDMENT**

The Undersigned Applicant requests the Planning and Zoning Board AND City Council to hear and decide upon this application in accordance with Sec. 2-2 of the Land Development Code and Florida Law.

Date Submitted: 8 / 27 / 2021

Applicable Section of the Comprehensive Plan: Future Land Use Element

Fees must be paid at the time the application is submitted.

Applicant's Name: 2025 South Atlantic Avenue, LLC

Address: 865 Merrick Ave, Ste 200 South Westbury, NY Phone #: 386-323-9226

Property Address: See Attached

Existing Property Use: Vacant/Formerly Developed

Representing Attorney (if any): Robert Merrell, Cobb Cole Law Firm

Address: 149 S. Ridgewood Ave, Ste 700, Daytona Beach Phone #: 386-323-9226

NOTES: 1) Notarized letter of authorization from owner MUST be submitted if application is filed by anyone other than the owner. 2) A completed application MUST be submitted at least 45 days prior to the anticipated Planning and Zoning hearing date.

Legal description of the property:

See Attached

Description of your request:

See Attached

 Jessica Gow
Applicant's Signature

8 / 31 / 21
Date

12021024

RECEIVED

AUG 30 2021

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

REDEVELOPMENT OVERLAY
DAYTONA BEACH SHORES
Large Scale Comprehensive Plan
Amendment

1. APPLICANT INFORMATION

1.1 Applicant Name and Address

2025 SOUTH ATLANTIC AVENUE, LLC

1.2 Primary Contact for Applicant

Guy Milone
 865 Merrick Avenue, Suite 200 S
 Westbury, NY 11590
GMilone@AcresCap.com

1.3 Applicant's Authorized Representatives

Robert A. Merrell III, Esquire
 Cobb Cole
 149 S. Ridgewood Avenue, Suite 700
 Daytona Beach, FL 32114
 Office: 386/323-9226
Robert.Merrell@CobbCole.com

Joseph Hopkins, P.E.
 The Performance Group
 100 Marina Point Drive
 Daytona Beach, FL 32114
 386-239-7166
TPGDaytona@aol.com

2. Property Information

2.1 Nature of Applicant's Interest

Applicant is the owner of certain property located within Daytona Beach Shores, a portion of which is known as the former Treasure Island Resort, and intends to develop the property as a mixed use development inclusive of hotel and a multifamily development. This Project will allow for additional visitor accommodation and residential uses to support the existing retail and commercial developments located in close proximity to the property. To facilitate redevelopment of the Applicant's property, the Applicant is requesting that the City of Daytona Beach Shores adopt a Large Scale Comprehensive Plan Amendment created a "Redevelopment Overlay" that would apply to the property and allow for certain redevelopment advantages, including a density bonus and ability to transfer development rights within properties located within the Overlay District.

2.2 Size of Property and Location

The proposal initial overlay boundary is attached hereto as Exhibit “A.” The Parcel Identification Nos. include 531618000090, 531618000110, 531618000270, 531618000250, 531618000240, 531618000230, and 531621000090, 531621000080. Portions of the Property include the former Treasure Island Resort, which remains partially developed on the site. The remaining parcels are comprised of vacant, underutilized land. The proposed redevelopment of the site will be an infill development project that will cluster development in areas where urban services exist to serve the needs of the project.

3. **Land Use Information**

3.1 Current Zoning

The current zoning designation on the initial Overlay property is T-RMF-1, and there is a Statutory Development Agreement applicable to the site. The Applicant is intending to revise the Statutory Development Agreement for the Property to reflect an updated development plan for the site, inclusive of a maximum of three hundred (300) hotel units and two hundred (200) multifamily residential units.

3.2 Future Land Use Map Designation

The current FLU designations on the initial Overlay properties include High Intensity, Tourist Oriented Commercial, and Low Density Residential.

3.3 Comprehensive Plan Text Amendment

Future Land Use Element

Objective 1-1.7 The City shall promote the redevelopment of properties located along South Atlantic Avenue and included in the redevelopment plan for the former Treasure Island Resort, known as Volusia County Property Appraiser Parcel ID Nos. 531618000090, 531618000110, 531618000270, 531618000250, 531618000240, 531618000230, and 531621000090, and 531621000080.

New Policy 1-1.7.1. It is the intent of the City to adopt a redevelopment based overlay that will provide additional flexibility in the redevelopment of the above-referenced properties within the City. The purpose of the Redevelopment Overlay shall be to allow for convenient and flexible special character district that authorizes horizontal and vertical mixed-use development within an area of existing development where the comprehensive redevelopment of a blighted parcel of land is envisioned. Development on land designated by the Redevelopment Overlay is intended to feature high quality architecture and well-designed urban form that promotes pedestrian activity, reduces transportation impacts, and creates a balance of land uses.

Within the Redevelopment Overlay, density associated with a parcel of land may be transferred from the existing parcel to another parcel of land within the Redevelopment Overlay, subject to

the requirements set forth herein. In order to transfer density associated with a parcel, the owner of the “sending” parcel and the owner of the “receiving” parcel must enter into a written agreement evidencing such transfer, which shall act to restrict density within the sending parcel to the extent of the transfer. Such Agreement shall be approved by resolution of the City Council of the City of Daytona Beach Shores and recorded in the Public Records of Volusia County and will constitute a restriction on future development of the sending parcel.

Properties located within the Redevelopment Overlay shall be permitted a density bonus of 25% for redevelopment projects that are enrolled in the City’s Alternative Tax Relief program, provided that the total combined density (including residential and hotel density) associated with a redevelopment project does not exceed five hundred (500) units within the Development.

3.4 Density Review for Overlay District

An overview of the density transfer and density bonus contemplated by this Comprehensive Plan Amendment is included as Exhibit “B” attached hereto. A review of the impacts of such density bonus on City services, such as water, sewer, and traffic, is further included as Exhibit “C” attached hereto. Review of the proposed increase demonstrates that existing capacity is in place to serve the proposed redevelopment.

4. **Consistency and Compatibility**

4.1 Consistency with Plan Goals, Policies and Objectives of the Daytona Beach Comprehensive Plan

The proposed amendment is consistent with several of the Goals, Policies and Objectives of the Comprehensive Plan, as outlined below. This amendment will allow development of the property to allow for additional residential uses within a growing sector of the City. In addition to these factors, the amendment is also consistent with the following provisions of the Daytona Beach Comprehensive Plan:

Future Land Use Element

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

Response: The proposed overlay allows for flexibility in development for properties located in appropriate areas for urban development. The proposed overlay will direct additional growth to areas that have already faced development and will lessen impacts on environmentally sensitive areas.

Objective 1-1.2: Future redevelopment activities shall take the form of replacing the outmoded and inefficient existing hotels and motels that were built in the 1950s and early 1960s. These uses are found primarily on the east side of S.R. A1A, north of Florida Shores Boulevard to the City

limits at the north end, and south of Van Avenue to the south City limits ending at the Wilbur-by-the-Sea area. These redevelopment activities shall be consistent with the goals, objectives, and policies set forth in this Element

Response: The proposed overlay is connected with the potential redevelopment of the Treasure Island Resort, a historic hotel that has been vacant for an extended time and additional surrounding areas that have remained underutilized.

Objective 1-1.3. The economic base of the City shall be broadened by allowing within the tourist oriented commercial and retail/service commercial future land use categories mixed use developments that allow for office uses, as well as residential, hotel and commercial facilities.

Response: The proposed overlay is connected with the potential redevelopment of a hotel and multifamily development that will allow for both tourists and residents to be located within close proximity to existing retail and commercial areas.

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

Response: The proposed overlay is connected with the potential redevelopment of a hotel and multifamily development that will allow for both tourists and residents to be located within close proximity to existing retail and commercial areas.

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

Response: The proposed overlay is connected with the potential development of a multifamily development that will allow for additional residential opportunities within this sector of the City.

4.2 Consistency with the Urban Sprawl Rule

Section 163.3177(6)(a)(9)(b), Florida Statutes, provides that plan amendments shall be determined to discourage the proliferation of urban sprawl if they incorporate a development pattern or urban form that achieves four or more of the following:

- (I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

Response: The proposed overlay allows for flexibility in development for properties located in appropriate areas for urban development. The proposed overlay will direct additional growth to areas that have already faced development and will lessen impacts on environmentally sensitive areas.

- (II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Response: The proposed overlay would promote higher intensity and density developments within an area with existing public utilities and infrastructure to support clustered developments that offer a mixture of uses and support services to residents and visitors.

- (III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

Response: The proposed overlay is connected with the potential redevelopment of a hotel and multifamily development that will allow for both tourists and residents to be located within close proximity to existing retail and commercial areas.

- (IV) Promotes conservation of water and energy.

Response: Redevelopment activities within the Overlay will meet current building standards, and will generally be more energy and water efficient than outdated structures.

- (V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Response: N/A

- (VI) Preserves open space and natural lands and provides for public open space and recreation needs.

Response: N/A

- (VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

Response: The proposed overlay is connected with the potential redevelopment of a hotel and multifamily development that will allow for both tourists and residents to be located within close proximity to existing retail and commercial areas.

- (VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Response: The proposed overlay will direct growth into an area that is supportive of urban growth and limit the necessity of additional sprawl-type developments that would be necessary in other areas to achieve the projected density or intensity.

Accordingly, the proposed amendment exceeds the urban sprawl standards set forth in Section 163.3177(6)(a)(9)(b), Florida Statutes.

4.3 Land Use Compatibility Analysis

The proposed amendment seeks to create a redevelopment overlay that will promote redevelopment of existing structures and underutilized properties within the City. The proposed amendment will not negatively alter the character that exists in the area at the present time. The amendment is intended to allow for improved planning and coordination for development of the Property.

5. Conclusion

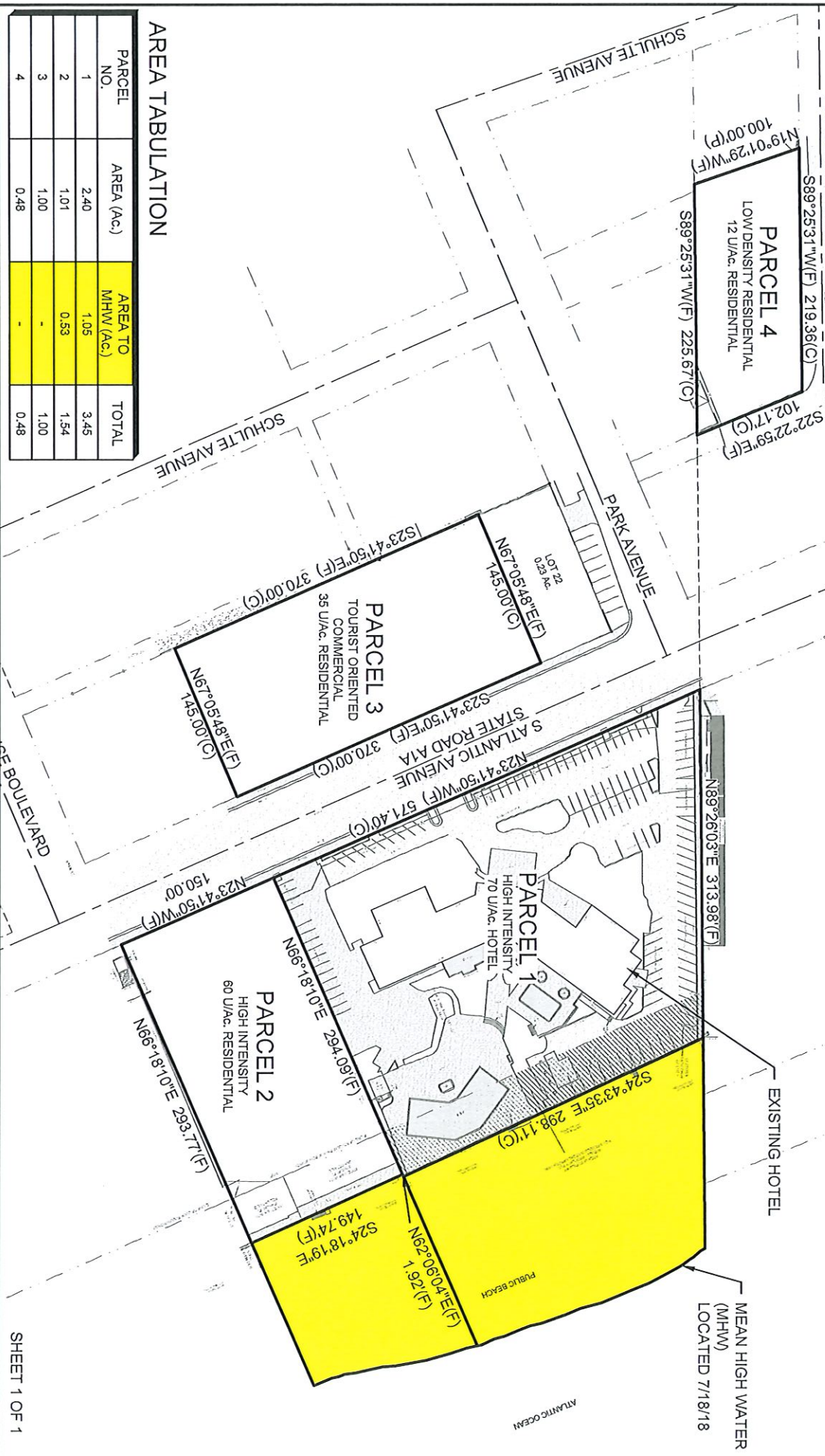
The proposed amendment is consistent with the City of Daytona Beach Shores Comprehensive Plan as detailed herein. The amendment will permit the efficient integration of planning and management of the Property. The proposed amendment will ensure that the subsequent development of the Property will not include any inconsistent uses with those currently anticipated throughout this area. The amendment will allow for mixed use development in an appropriate location where it will be properly buffered and compatible with surrounding uses.

EXHIBIT A

Proposed Overlay Boundaries



SOUTH ATLANTIC AVENUE, LLC
2025 A. ATLANTIC AVE.
DAYTONA BEACH SHORES, FL



AREA TABULATION

PARCEL NO.	AREA (Ac.)	AREA TO MHW (Ac.)	TOTAL
1	2.40	1.05	3.45
2	1.01	0.53	1.54
3	1.00	-	1.00
4	0.48	-	0.48

DENSITY STUDY

PROJECT: TREASURE ISLAND
SCALE: NONE
FILE: 827-SURVEY DENSITY STUDY
DATE: 8/26/21

THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48056
100 MARINA POINT DR., DAYTONA BEACH, FL 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

EXHIBIT B

Density Study

DENSITY SUMMARY

PARCEL 1

Description: The existing hotel site has a vested density of 227 hotel units. Additional permitted density can be computed from the seawall to the mean high water line (MHWL) at a ration of 70 units per acre. The development agreement limits the site to a maximum of 300 hotel units.

Land Use: High Intensity = 70 units/acre (hotel)

Site Area from seawall to MHWL = 1.05 ac

Total Density = 227 units (vested) + 1.05 ac x 70 units/ac = 300 units

PARCEL 2

Description: The site is currently vacant but is intended to be redeveloped as a multifamily residential use. The permitted density can be computed over the entire parcel measured from Atlantic Avenue (SRA1A) to the MHWL at a ration of 60 units per acre. The development agreement limits the site to a maximum of 200 residential units.

Land Use: High Intensity = 60 units/acre (multi family residential)

Area of Parcel = 1.54 acres

Total Density = 1.54 acres x 60 unit/ac = 92.4 units

PARCEL 3

Description: The site is currently undeveloped but is intended to be redeveloped to provide support services to Parcels 1 and 2. The permitted density can be computed over the entire parcel at a ration of 35 units per acre. The permitted density will be transferred to Parcel 2.

Land Use: Tourist Oriented Commercial = 35 units/acre (multi family residential)

Area of Parcel = 1.00 acres

Total Density = 1.00 acres x 35 unit/ac = 35 units

PARCEL 4

Description: The site is currently undeveloped but is intended to be redeveloped to provide support services to Parcels 1 and 2. The permitted density can be computed over the entire parcel at a ration of 12 units per acre. The permitted density will be transferred to Parcel 2.

Land Use: Low Density Residential = 12 units/acre (multi family residential)

Area of Parcel = 0.48 acres

Total Density = 0.48 acres x 12 unit/ac = 5.76 units

Parcel Density Summary

PARCEL	HOTEL	RESIDENTIAL	TRANSFERRED (out)	TRANSFERRED (IN)	NET
1	300	0	0		300
2	0	92.4	0	40.76	133.1
3	0	35	-35	0	0
4	0	5.76	-5.76	0	0
TOTAL	300	133.16	-40.76	40.76	433.1

DENSITY BOUNDS

The Redevelopment Overlay provides for a maximum density bonus of 25% above the permitted density for both residential and hotel uses. The density bonus will be applied to the permitted density up to a maximum of 500 units (300 hotel units on Parcel 1 and 200 residential units on Parcel 2)

Density Bonus = $433.16 \times 25\% = 108.29$ units (hotel or residential)

The site is already at a maximum capacity on the hotel density of 300 units. The Density Bonus will be applied to Parcel 2 to increase the multi family residential density from 133.16 units to the maximum residential density of 200 units.

Multi Family Residential Density Bonus = $200 \text{ units} - 133.16 \text{ units} = 66.84 \text{ units}$

TOTAL DENSITY BONUS INCREASE = $500 \text{ units} / 433.16 \text{ units} = 1.1543$

NET INCREASE = 67 Multi Family Residential Units (15.43%)
(15.43% < 25%)

EXHIBIT C

Impact Review

Chapter 163.3177(6)(a)2.F.S.The future land use plan and plan amendments shall be based upon surveys, studies, and data regarding the area, as applicable, including:

- a. The amount of land required to accommodate anticipated growth.
The property is located in an established urban mixed use community. The land mass is limited in size based on ownership.
- b. The projected permanent and seasonal population of the area.
The residential and tourist based components of the property will support both a permanent and seasonal or population.
- c. The character of undeveloped land.
Parcels 1 is currently developed and Parcels 2 and 3 were previously developed and have given way to be redevelopment. The land is highly urbanized and contiguous to a Major City Thoroughfare. The land is located on a barrier island is located on a high elevated geologically historical sand dune.
- d. The availability of water supplies, public facilities, and services.
The property is located within the City of Daytona Beach Shores utility service area. Waster water is collected by the City of Daytona Beach Shores and treated by the City of Port Orange through an inter-local agreement. Potable water is provided by the City of Daytona Beach through an inter-local agreement. The property is currently provided with general city services such a fire, police and emergency medical services.
- e. The need for redevelopment, including the renewal of blighted areas and the elimination of nonconforming uses which are inconsistent with the character of the community.
The property is currently at various stages of redevelopment. The character of the proposed redevelopment plan is in conjunction with the City's policies and objective for future growth in this area.
- f. The compatibility of uses on lands adjacent to or closely proximate to military installations.
No military installations are located in the area.
- g. The compatibility of uses on lands adjacent to an airport as defined in s. 330.35 and consistent with s. 333.02.
The subject property is not in conflict with the established air traffic patterns of Daytona International Airport. The existing and proposed development will not create a hazard for airport operations.
- h. The discouragement of urban sprawl.
The property is located in an established urban community with adequate public facilities and services.
- i. The need for job creation, capital investment, and economic development that will strengthen and diversify the community's economy.
The redevelopment of the property will strengthen the local community's economy as a result of the increase in ad valorem tax. Future development and expansion of services will create several local jobs and will require a capital investment of over \$75 million dollars. The development of this property will strengthen the local community and result in positive economic growth for the surrounding area.
- j. The need to modify land uses and development patterns within antiquated subdivisions.
The subject property is located along a Major City Thoroughfare and is not part of an established subdivision.

Chapter 163.3177(6)(a)8. F.S..... Future land use map amendments shall be based upon the following analyses:

- a. An analysis of the availability of facilities and services.
The following is an analysis of the land use amendment

CONCURRENCY ANALYSIS

1. Traffic Data and Analysis

The data contained in the data and analysis is based on trip generation estimated from the most intense use allowed in the existing and proposed FLU category.

Gross Trip Generation – Existing FLUM Designation

Description	Land Use	Quantity	Trip Generation Rate		Net Trip Generation	
			Daily	PM Peak	Daily	PM Peak
Residential Condo	230	133 units	5.86/ unit	0.55/ unit	779	73

Gross Trip Generation – Proposed FLUM Designation

Description	Land Use	Quantity	Trip Generation Rate		Net Trip Generation	
			Daily	PM Peak	Daily	PM Peak
Residential Condo	230	200 units	5.86/ unit	0.55/ unit	1172	110

The capacity of Atlantic Avenue (State Road A1A) is currently estimated to be:
AADT = 13,500 Trips Road LOS Capacity = 39,8000 Trips

Trip Generation Summary

Potential ADT = 393 ADT (increase)
Potential PM Peak Hour Traffic = 37 peak hour (increase)

The trip generation analysis indicates that there would be an increase in both AADT and Peak Hour as a result of the proposed land use change. State Road A1A has the capacity to support the increased trip generation.

2. Sewer Facilities

The data contained in the data and analysis is based on sewer generation estimated from the existing and proposed FLU. Sewer is collected by the City of Daytona Beach Shores and through an inter-local agreement the City of Port Orange provides the treatment. Level of service capacity is measured at the treatment plant.

Gross Sewer Generation – Existing FLUM Designation

Description	Quantity	Sewer Generation Rate		Net Sewer Generation	
		Daily	Peak	Daily	Peak
Residential Condo	133 units	180gpd/ unit	2.5 x AFD	23,940 gpd	58,850 gpd

Gross Sewer Generation – Proposed FLUM Designation

Description	Quantity	Sewer Generation Rate		Net Sewer Generation	
		Daily	Peak	Daily	Peak
Residential Condo	200 units	180gpd/ unit	2.5 x AFD	36,000 gpd	90,000 gpd

Sewer Generation Summary

Potential ADF = 12,060 gpd (increase)

Potential Peak Sewer Generation = 31,150 gpd (increase)

The proposed FLU amendment will result in an increase in average daily and peak daily flow as a result of the proposed land use amendment. The current treatment plant average daily flow is 7.3 MGD. The capacity of the plant is 12 MGD. Therefore the City has sufficient Level of Service (LOS) of sanitary sewer treatment capacity.

3. Water Facilities

The data contained in the data and analysis is based on water demand estimated from the existing and proposed FLU. Water is provided by the City of Daytona Beach through an inter-local agreement.

Gross Water Demand – Existing FLUM Designation

Description	Quantity	Water Demand Rate		Net Water Demand	
		Daily	Peak	Daily	Peak
Residential Condo	133 units	180gpd/unit	2.5 x AFD	23,940 gpd	59,850 gpd

Gross Water Demand – Proposed FLUM Designation

Description	Quantity	Water Demand Rate		Net Water Demand	
		Daily	Peak	Daily	Peak
Residential Condo	200 units	180gpd/unit	2.5 x AFD	36,000 gpd	90,000 gpd

Water Generation Summary

Potential ADF = 12,060 gpd (increase)

Potential Peak Water Generation = 30,150 gpd (increase)

The proposed FLU amendment will result in an increase in average daily and peak daily demand. The current treatment plant average daily flow is 7.4 MGD. The available capacity of the plant is 15 MGD. Therefore the City has sufficient Level of Service (LOS) of water treatment capacity.

4. Stormwater Data and Analysis

The site will maintain current drainage patterns and will provide stormwater attenuation and water quality treatment in accordance with the State guidelines and requirement of the City of Daytona Beach Shores.

5. Solid Waste Data Analysis

Solid waste disposal is provided by Waste Pro within the corporate limits of the City of Daytona Beach Shores. Waste Pro has sufficient capacity to accommodate the proposed FLU amendment. The Tomoka Landfill, operated by Volusia County has capacity estimated until the year 2052.

6. Wellfield Protection

The site is not located in a wellfield protection zone.

7. Reclaimed Water

The site is not currently served by reclaimed water.

- b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Parcel 1 is currently developed. Parcel 2 and 3 were developed and the structures have been demolished. Parcels 4 has some surface improvements and has historically been used for parking. All four parcels are located in the metro urban area of Daytona Beach Shores. The soils and topography are suitable for development. The site is not located in a floodplain. There are no vegetative communities, threatened or endangered species and no known historic resources on the site or listed on any local, state or federal registers.

- c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.

The amount of land necessary to support the corresponding comp plan amendment is dictated by the ownership boundaries of the parcels of land.

Chapter 163.3177(6)(a)9. FS.....The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl.

a. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

The property is located in an already established urban mixed use community with established levels of intensity.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

The property is located in an already established urban mixed use community.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

The property is located in an already established urban mixed use community.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The property is located in an already established urban mixed use community and does not impact any natural resources or natural systems.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

The property is located in an already established urban mixed use community. There are no agricultural land uses or zoning in the area.

(VI) Fails to maximize use of existing public facilities and services.

Through the proposed annexation, the property will gain better use of the City's existing public facilities and services.

(VII) Fails to maximize use of future public facilities and services.

The property will use existing public facilities and services. Currently there are adequate public facilities and services in the area.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

The property will use existing public facilities and services. Currently there are adequate public facilities and services in the area.

(IX) Fails to provide a clear separation between rural and urban uses.

The property is located in an already established urban mixed use community.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

The property is located in an already established urban mixed use community and will promote redevelopment within the existing neighborhood and community .

(XI) Fails to encourage a functional mix of uses.

The parcel will be enhanced through the future development of the property and results in a marginal increase in intensity and demand on public services..

(XII) Results in poor accessibility among linked or related land uses.

The property is located in an already established urban mixed use community and is linked to other surrounding uses by an established transportation network.

(XIII) Results in the loss of significant amounts of functional open space.

The property is located in an already established urban mixed use community and does not contain any significant amount of functional open space.

b. The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The property is located in an already established urban mixed use community and will have no impact on natural resources and ecosystems.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The property is located in an already established urban mixed use community and is currently served by public infrastructure and services.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

The property is located in an already established mixed use community with access to multi-modal transportation systems including roads, sidewalks, bike paths and the public transit network.

(IV) Promotes conservation of water and energy.

The property is located in an already established urban mixed use community. As redevelopment of the property occurs state of the art water conservation fixtures and energy conservation elements such as insulation, lighting, heating, air-conditioning, glazing, etc... will be implemented.

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

The property is located in an already established urban mixed use community and will not impact agricultural areas, farmland or other agricultural pursuits.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

The property is located in an already established urban mixed use community and does not include a surplus of natural lands suitable for public open space.

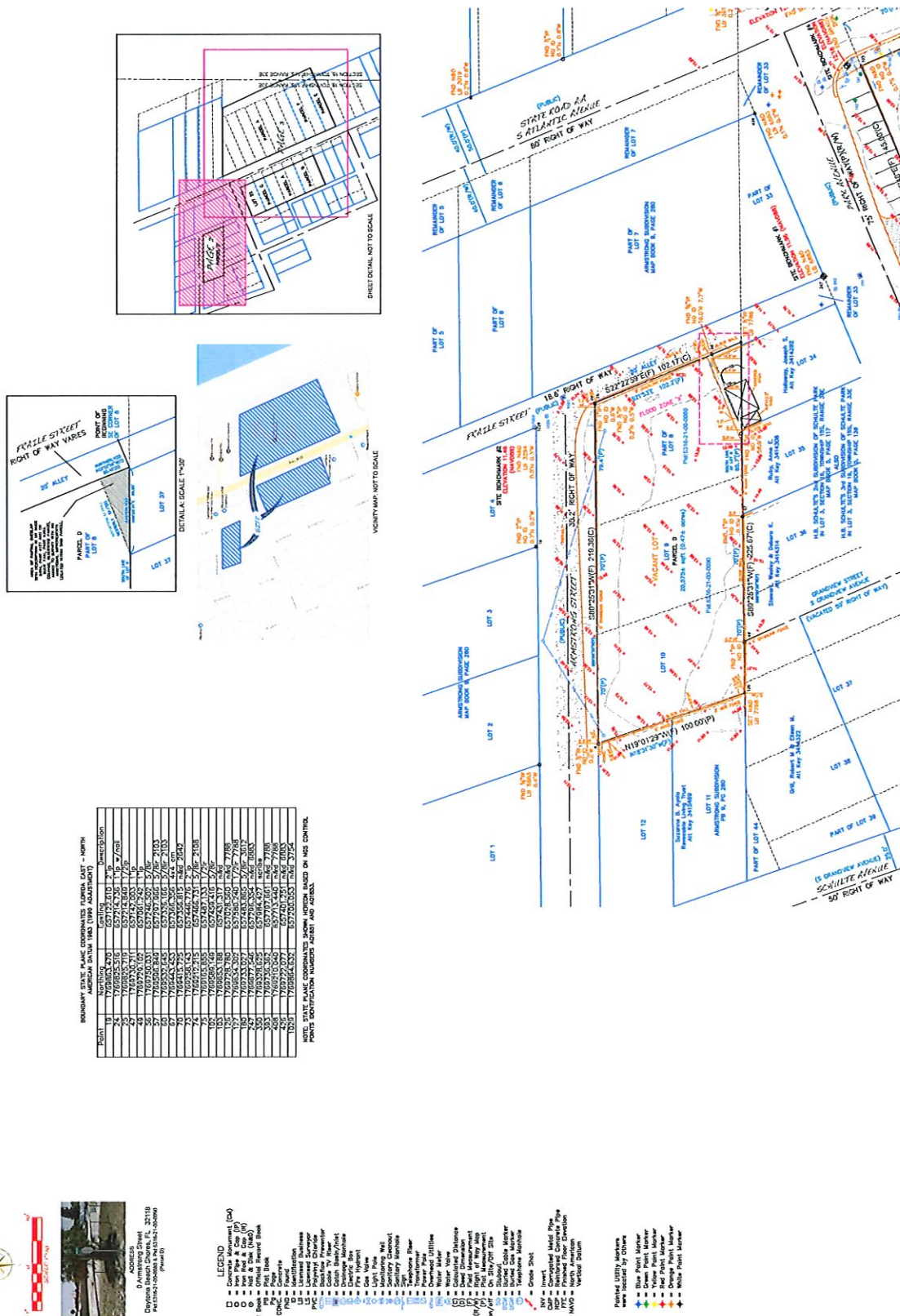
(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

The properties will be aggregated to provide a functional mix of uses of residential and tourist based accommodations that are consistent with the needs, character and development trends of the area.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

The property is located in an already established urban mixed use community.

ALTA/NSPS Land Title Survey



NOTARIZED AUTHORIZATION OF OWNER

I/WE, **2025 SOUTH ATLANTIC AVENUE, LLC**, as the sole fee simple title holder of the property described as the following Tax Parcel ID Numbers, 531618000010 (the "Treasure Island Property") 531618000090 and 531618000110 (collectively the "Sunny Shores Parcel"), 531618000270, 531618000250, 531618000240, 531618000230 (collectively, the "West A1A Parcel"), and 531621000090, 531621000080 (collectively, the "Fraile Street Parcel"), authorize Cobb Cole by Robert A. Merrell III, Esquire and Jessica Gow, Esquire and/or their consultants to act as our agent to seek a Large Scale Comprehensive Plan Amendment, Statutory Development Agreement, and/or all regulatory approvals in connection therewith, on the above-referenced property.

2025 SOUTH ATLANTIC AVENUE, LLC

By:

Mark Fogel
Its Managing Member

STATE OF New York
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 6 day of September, 2021, by Mark Fogel, as Managing Member of **2025 South Atlantic Avenue, LLC**, who is personally known to me or who has produced N/A (type of ID) as identification and who did not take an oath.

Guy R. Milone, Jr.
NOTARY PUBLIC – STATE OF New York

Guy R. Milone, Jr.
NAME OF NOTARY – TYPED OR PRINTED

COMMISSION NO: _____

GUY R. MILONE, JR.
NOTARY PUBLIC-STATE OF NEW YORK
No. 02MI6376609
Qualified in Nassau County
My Commission Expires 06-18-2022

EXHIBIT B

FIGURE1: Treasure Island Properties - Aerial Location Map



Source: GoogleMaps 2021

ORDINANCE 2021-10
EXHIBIT A

DAYTONA BEACH SHORES COMPREHENSIVE PLAN

CHAPTER 1: FUTURE LAND USE ELEMENT

Objective 1-1.7. The City shall promote the redevelopment of properties located along South Atlantic Avenue and included in the redevelopment plan for the former Treasure Island Resort, known as Volusia County Property Appraiser Parcel ID Nos. 531618000010, 531618000090 531618000110, 531618000270, 531618000250, 531618000240, 531618000230, and 531621000090, and 531621000080 by adopting a redevelopment based overlay that will provide additional flexibility in the redevelopment of the Treasure Island properties within the City.

Policy 1-1.7.1. The Redevelopment Overlay shall allow for a convenient and flexible special character district that authorizes horizontal and vertical mixed-use development within an area of existing development where the comprehensive redevelopment of a blighted parcel of land is envisioned.

Policy 1-1.7.2. Development on land designated by the Redevelopment Overlay is intended to feature high quality architecture and well-designed urban form that promotes pedestrian activity, reduces transportation impacts, and creates a balance of land uses.

Policy 1-1.7.3. Within the Redevelopment Overlay, density associated with a parcel of land may be transferred from the existing parcel to another parcel of land within the Redevelopment Overlay, subject to the requirements set forth herein. In order to transfer density associated with a parcel, (i) the owner of the “sending” parcel and the owner of the “receiving” parcel must enter into a written agreement evidencing such transfer, which shall act to restrict density within the sending parcel to the extent of the transfer. (ii) The Agreement shall be approved by resolution of the City Council of the City of Daytona Beach Shores and (iii) recorded in the Public Records of Volusia County and (iv) will constitute a restriction on future development of the sending parcel.

Policy 1-1.7.4. Properties located within the Redevelopment Overlay shall be permitted a density bonus of 25% for redevelopment projects that are enrolled in the City’s Alternative Tax Relief program, provided that the total combined density (including residential and hotel density) associated with a redevelopment project does not exceed five hundred (500) units within the Development.

**EXHIBIT D
PLANNING ANALYSIS
ORDINANCE 2021-10**

A. SUMMARY BACKGROUND

I. APPLICANT

Applicant is 2025 South Atlantic Avenue, LLC, owner of the nine (9) parcels collective known as the “Treasure Island” (TI) properties as described below and subject of this comprehensive plan amendment. The applicant’s authorized representatives, are requesting the City amends its Comprehensive Plan Future Land Use Element to create a Redevelopment Overlay Objective and associated policies that would foster the infill redevelopment of the subject properties pursuant to a stipulated settlement agreement between the City and the owner (“Agreement”).

II. STIPULATED SETTLEMENT AGREEMENT

The Agreement between the property owner and the City was approved by the City Council on August 17, 2021. Section 5.b of the Agreement provides that the *“Property Owner shall initiate, process, and the City will support, waive application fees, and ultimately adopt a Large Scale Comprehensive Plan Amendment to create a “Redevelopment Overlay”, which is intended to act as a redevelopment based overlay that will provide additional flexibility in the redevelopment of certain properties within the City.”*

On August 27, 2021, owner/applicant 2025 S. Atlantic Avenue, LLC submitted Comprehensive Plan Amendment CPA2021024, which provides for the creation of the subject Redevelopment Overlay. If approved, Ordinance 2021-10 will enact the Redevelopment Overlay as required in the Agreement, subject to state and VGMC approval. If approved by the state and VGMC the owner/applicant has stipulated to demolish the Treasure Island shell structure, which has been abandoned since 2004.

If approved and thereafter, the City will amend the Land Development Code (LDC) to establish the Redevelopment Overlay and applicant/owner will petition the City to apply said overlay unto the subjected properties. This will enable the owner/applicant to redevelop the subject properties for the purpose of hotel (300 units) and residential (200 units) uses sometime in the future.

III. PROPERTY DESCRIPTION

The Treasure Island properties contain nine (9) parcels located on the east and west sides of the 2000 block of S. Atlantic Avenue and corners of Fraile and Armstrong streets (**Figure 1**).

The 2025 S. Atlantic Avenue parcel is currently occupied by an 11-storey abandoned shell structure, which formerly hosted the Treasure Island Resort. All other subject properties are vacant but were once developed with tourism related structures, with the exception of the Fraile Street Parcel, which once hosted beach concession parking (**Exhibit 1**). Combined, the Treasure Island properties total approximately 4.89 upland acres and 1.58 acres east of the bulkhead line to the mean highwater mark.

FIGURE1: Treasure Island Properties - Aerial Location Map



Source: GoogleMaps 2021

IV. PROPOSED AMMENDMENT

The origin of the proposed amendment language is the Agreement approved by the City Council on August 17, 2021. The proposed amendment language is as follows below: [Note: Underline indicates proposed added text to the comprehensive plan]

DAYTONA BEACH SHORES COMPREHENSIVE PLAN

CHAPTER 1: FUTURE LAND USE ELEMENT

Objective 1-1.7 The City shall promote the redevelopment of properties located along South Atlantic Avenue and included in the redevelopment plan for the former Treasure Island Resort, known as Volusia County Property Appraiser Parcel ID Nos. 531618000010, 531618000090 531618000110, 531618000270, 531618000250, 531618000240, 531618000230, and 531621000090, and 531621000080 by adopting a redevelopment based overlay that will provide additional flexibility in the redevelopment of the Treasure Island properties within the City.

Policy 1-1.7.1. The Redevelopment Overlay shall allow for a convenient and flexible special character district that authorizes horizontal and vertical mixed-use development within an area of existing development where the comprehensive redevelopment of a blighted parcel of land is envisioned.

Policy 1-1.7.2. Development on land designated by the Redevelopment Overlay is intended to feature high quality architecture and well-designed urban form that promotes pedestrian activity, reduces transportation impacts, and creates a balance of land uses.

Policy 1-1.7.3. Within the Redevelopment Overlay, density associated with a parcel of land may be transferred from the existing parcel to another parcel of land within the Redevelopment Overlay, subject to the requirements set forth herein. In order to transfer density associated with a parcel, (i) the owner of the “sending” parcel and the owner of the “receiving” parcel must enter into a written agreement evidencing such transfer, which shall act to restrict density within the sending parcel to the extent of the transfer. (ii) The Agreement shall be approved by resolution of the City Council of the City of Daytona Beach Shores and (iii) recorded in the Public Records of Volusia County and (iv) will constitute a restriction on future development of the sending parcel.

Policy 1-1.7.4. Properties located within the Redevelopment Overlay shall be permitted a density bonus of 25% for redevelopment projects that are enrolled in the City’s Alternative Tax Relief program, provided that the total combined density (including residential and hotel density) associated with a redevelopment project does not exceed five hundred (500) units within the Development.

V. EXISTING & PROPOSED ENTITLEMENTS

The sole beneficiaries of the proposed Comprehensive Plan amendment are the nine (9) Treasure Island parcels. A summary of the current entitlements is depicted in the **Table 1** below:

TABLE 1: Existing Entitlements

EXISTING ENTITLEMENT											
Parcel ID	Address	Upland Area (Ac.)	Area To MHW (Ac.)	Total Area	Existing FLUM	Density Permitted (upa)	Maximum Density	Vesting Certificate	Additional Density Development Agreement	Maximum Density	Total Maximum Density
531618000010	2025 S. Atlantic	2.4	1.05	3.45	High Intensity	70		227	74	301	434
531618000090	2037 S. Atlantic	1.01	0.53	1.54	High Intensity	60	61.01	NA	32	93	
531618000110	2041 S. Atlantic										
531618000270	2036 S. Atlantic										
531618000250	2030 S. Atlantic										
531618000240	None	1	NA	1	Tourist Oriented Commercial	35	NA	35			
531618000230	2026 S. Atlantic										
531621000090	Fraille Street										
531621000080	Fraille Street	0.48	NA	0.48	Low Density Residential	12		NA	6		
2014 Vesting Agreement between the City and Owner allows preexisting 227 hotel units to be vested.											
2014 Development Agreement between the City and Owner allows additional hotel density to be calculated east of the seawall up to the mean highwater.											
Policy 1-1.2.1 and Sec. 14-29 of the City's LDC permit mixed use development on one acre lots at 35Upa, respectively.											

As seen in **Table 1**, the total maximum density permitted within the proposed Treasure Island redevelopment area is 434 units. The total maximum density was derived utilizing entitlement standards located in the Daytona Beach Shores Comprehensive Plan (2030), Future Land Use Map (**Exhibit 2**), Land Development Code and the 2014 Certificate of Vesting and 2014 Development Agreement, both of which were approved by the Daytona Beach Shores City

Council and are recorded in the Official Records of Volusia County Book 7033, Page 3638 and Book 7033, Page 3645, respectively.

Table 2 below summarizes the proposed entitlements that would inure to the benefit of the property owner should this comprehensive plan amendment be approved as proposed.

TABLE 2: Proposed Treasure Island CPA Redevelopment Overlay Entitlements

PROPOSED COMPREHENSIVE PLAN AMENDMENT						
Proposed Entitlement	Proposed Use	Total Maximum Density	Proposed Transfer Scenario (New Policy 1-1.7.3)	Total Max. Density 25% Density Bonus (New Policy 1-1.7.4)	Total Maximum Density	Total Maximum Density Cap (New Policy 1-1.7.4)
Redevelopment Overlay	Hotel	434	Receiving	109	543	300
Redevelopment Overlay	Multifamily					200
Redevelopment Overlay	Parking		Sending	0	0	0
Redevelopment Overlay	Parking		Sending	0	0	0
Despite the result of the total max density, new Policy 1-1.7.4 limits the site to 300 and 200 hotel and residential multifamily units, respectively.						

Table 2 above shows that if the proposed comprehensive plan amendment is approved the total maximum density within the Treasure Island Redevelopment Overlay would be capped at 500 units, with 300 hotel units and 200 residential multifamily units, pursuant to new Comprehensive Plan Policy 1-1.7.4.

B. ANALYSIS OF PROPOSED AMENDMENT

I. POTENTIAL IMPACTS

The density increase between the current total maximum density entitled relative to the total density cap of the proposed amendment is 66 units, as seen in **Table 1** and **Table 2**, respectively.

As seen in **Table 1** of this report and as stipulated in the 2014 Vesting Certificate and 2014 Development Agreement between the City and Owner, the 2025 S. Atlantic Avenue parcel is currently entitled to 301 hotel units. New Comprehensive Plan Policy 1-1.7.4 limits the Redevelopment Overlay 300 hotel units. Therefore, the additional 66 units noted above would be multifamily residential units applied to the 2037-2041 S. Atlantic Avenue properties.

In accordance with the Daytona Beach Shores Comprehensive Plan Update (2030) and standard practice from the Florida Department Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical impacts of the additional 66 residential multifamily units were they to be built out (**Table 3**). The following seven public facilities and services were examined and discussed briefly below: (1) Transportation, (2) Sanitary Sewer, (3) Potable Water, (4) Solid Waste, (5) Stormwater Drainage, (6) Recreation, and (7) Public Schools.

TABLE 3: Impact Analysis (Theoretical Max.)

Development Variable	Theoretical Impact Multifamily Residential Units	Does Capacity Exist?
Proposed Additional Multifamily Units	66	
Population ¹	116	
Transportation ADT/PM Peak Hour Trips ²	387/36	Yes
Sanitary Sewer (gallons/day) ³	16,500	Yes
Potable Water (gallons/day) ⁴	12,760	Yes
Solid Waste (lbs./person) ⁵	1,160	Yes
Stormwater Drainage ⁶	n/a	n/a
Recreation/Open Space	Varies (See summary below)	Yes
Public School Student(s)	9	Yes

Notes:

1. Population: 1.75 persons per residential dwelling
2. Transportation: Residential Condo: PM Peak Hour = 0.55/unit; Average Daily Trips = 5.86/unit
3. Sanitary Sewer: 250 gallons per dwelling unit per day
4. Potable Water: 110 gallons per capita per day
5. Solid Waste: 10 pounds per capita per day
6. Stormwater Drainage: LOS standard = 25 year, 24 hour event. If property is redeveloped, drainage system will be designed to meet the requirements of the Land Development Code.
7. Public School: Student generation rates = 0.127per multifamily residential unit.

Sources:

2010 US Census
ITE Trip Generation Manual, 7th Edition
Policy 9-1.3 Daytona Beach Shores Comprehensive Plan Update (2030)
Volusia County School District Student Generation Rates

Transportation:

The subject property that would inure the additional 66 multifamily residential units is located at 2037-2041 S. Atlantic Avenue located on the 2.3 mile SRA1A segment between Florida Shores and Silver Beach. This segment of SRA1A has a functional classification of “Principal Arterial-Other Urban,” with five traffic lanes, two lanes heading north and south in each direction and one turning lane. The 2019 AADT for the segment was 13,500 trips per day while the Level of Service (LOS) capacity was 39,800. This means in 2019 the segment in question was operating at 34 percent capacity or LOS “C”, which is an acceptable LOS by all regulatory government agencies. The proposed 66 multifamily residential units would theoretically create an additional 397 daily trips. The City does not have any vested trips impacting SRA1A. Therefore, the additional trips generated by the proposed development in the Redevelopment Overlay would not result in an unacceptable impact on the LOS for the immediate segment of SRA1A. Lastly, SRA1A connects to Dunlawton Boulevard (SR421) and International Speedway Boulevard (US92) which are both principal arterial roads leading to the interstate system. Both east and west side of the road also contain multimodal sidewalks for bicycle and pedestrian use.

Sanitary Sewer:

The City’s adopted LOS standard for sanitary sewer is 250 gallons per dwelling unit per day. Using this standard, the proposed land use would theoretically generate a demand of 16,500

gallons per day (GPD) . The City of Port Orange Water Reclamation Facility treats the City of Daytona Beach Shores sanitary sewer. The plant has a design capacity of 12 million gallons per day (MGD). The current maximum daily flow to the plant, which includes actual flow, committed flow and inflow and infiltration, for all service areas is 9.9MGD. The proposed additional 16,500GPD represents 0.7 percent of the plant's remaining capacity. Hence, the proposed amendment, if approved, would result in the plant continuing to operate at an acceptable level of service.

Potable Water:

The City's adopted LOS standard for potable water is 110 gallons per capita per day. Using this standard, the proposed amendment would theoretically create a demand of 12,760 gallons of water per day. The proposed Treasure Island properties are served by the Daytona Beach Ralph F. Brennan Water Treatment Plant. The plant has a design treatment capacity of 24MGD. The current maximum daily flow and committed flows are 14.47MGD and 1.83MGD, respectively. The potential impact of the amendment, i.e. 12,760GPD, represents 0.17 percent of the plant's remaining capacity. Therefore, the proposed amendment, if approved, would result in the plant continuing to operate at an acceptable level of service.

Solid Waste Collection:

The City's adopted LOS standard for solid waste is 10 pounds per capita per day. Using this standard, the proposed amendment would theoretically create a demand of 1,160 pounds of solid waste per day. Solid waste generated within the City of Daytona Beach Shores is collected by Waste Pro, which delivers it to the Volusia County landfill. The 3,000-acre landfill is a Class I facility with a projected life span to the year 2050.

Stormwater Drainage:

The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the LDC requires that there be no net loss of stormwater retention function as a result of development. Therefore, any property that is developed or redeveloped must have the ability to store and discharge water after development as it does before development occurs. The applicants would be required to demonstrate stormwater retention on the property in accordance with these City standards during the site plan review process.

Recreation and Open Space:

The proposed amendment would theoretically add 116 residents to the City. The City's most recent available population count was 4,247 (2010 US Census). Policy 7-1.2.1 and Policy 9-1.3.1 in the City's Comprehensive plan establish the LOS standards for recreation facilities within the City. Considering the City's population and the City's recreational LOS standards, it is easy to conclude that Daytona Beach Shores currently has adequate capacity for all recreational facilities as required by the City's Adopted Comprehensive Plan and as demonstrated in **Table 4** below.

TABLE 4: Recreation Facilities Analysis

Type of Park/ Recreational Facility	Unit of Measure/LOS Standard	Current LOS (Facilities)	Deficit
Playgrounds	one per 10,000 people	1	None
Neighborhood Park	one per 10,000 people	5	None
Community Park	one per 25,000 people	1	None
Children's Play Areas	one per 10,000 people	1	None
Baseball/Softball Field	one per 15,000 people	1	None
Tennis Courts	one per 2,000 people	11	None
Community Center	one per 20,000 people	1	None
Exercise Trail	one per 14,000 people	1	None
Nature Study Trail	one per 14,000 people	1	None

Public Schools:

Based on the Volusia County School District's student generation rate for a multifamily residential unit, the proposed amendment could result in the generation of at least nine (9) full time public school students. The School District has provided written notice that adequate public school capacity exists if a 200-unit multifamily residential development was built out on the site in question. Therefore, no negative impact on existing public school facilities is anticipated.

II. LAND USE COMPATIBILITY

The Future Land Use (FLU) of the surrounding area is high intensity and tourist oriented commercial on the east and west of S. Atlantic Avenue, respectively (**Exhibit 2**). The subject parcels FLU and proposed uses, i.e. hotel, multifamily residential and parking, are depicted in **Table 1** and **Table 2**, respectively. The existing land use of the area is comprised of a mixture of uses including hotel and multifamily residential and commercial development on the east and west side of S. Atlantic Avenue, respectively (see **Figure 2** below)

Section. 163.3164(9), *Florida Statutes*, defines compatibility as “a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.”

Since the proposed land uses in the Redevelopment Overlay are similar to the existing uses in the area it is reasonable to conclude that the proposed comprehensive plan amendment would result in land uses and conditions that are not incompatible the character of the surrounding area but instead, the proposed comprehensive plan amendment would yield uses and conditions that are consistent with the area in question. Further, as seen in **Table 5** below, the overall average intensity of Redevelopment Overlay, 77 units per acre, is compatible with the City's *High Intensity* FLU classification, which permits up to 70 hotel and 60 residential units per acre.

Considering the aforementioned and the entirety of this Planning Analysis Report, staff finds that the proposed comprehensive plan amendment meets the statutory definition of compatibility.

FIGURE 2: Treasure Island Development Site Area Land Uses



Source: Volusia County Property Appraiser, 2021

TABLE 5: East Side Area Land Uses/Density

EXISTING LAND USES EAST OF S. ATLANTIC AVE. IN CPA VICINITY			
S. Atlantic Address	Name	Land Use	Permitted Density
1,000 Ft. North of Site Midpoint			
2015	Grand Prix Motel	Hotel/Motel	70 UPA
2011	Flamingo Inn	Hotel/Motel	70 UPA
2009	Mick's Beach Hideaway	Hotel/Motel	70 UPA
2001	Bahama House	Hotel/Motel	70 UPA
1925	Ocean Vistas COA	Residential Multifamily	60 UPA
2025-2041	TI REDEVELOPMENT	Hotel/Residential MF	77 UPA
1,000 Ft. South of Site Midpoint			
2043	Castaway Beach Resort	Hotel/Motel	70 UPA
2055	Towers Grande COA	Residential Multifamily	60 UPA
2071	Opus COA	Residential Multifamily	60 UPA

III. INTERNAL CONSISTENCY ANALYSIS

Sec.163.3177(2), *Florida Statutes* provides that comprehensive plans and plan amendments be internally consistent and that elements of the plan and plan amendments do not create conflicts with each other. Below is an analysis of relative Daytona Beach Shores Comprehensive Plan objectives and policies and staff findings regarding consistency with the proposed amendment.

Chapter 1: Future Land Use Element

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

Staff Finding: The proposed amendment is borne from an owner seeking to respond to anticipated market needs. The amendment will result in the infill redevelopment of previously developed land with a mixture of hotel and multifamily residential uses. Further, there is no discernible environmental features on site. Therefore, the amendment will not compromise environmental integrity of the area.

(ii) **Objective 1-1.2:** Future redevelopment activities shall take the form of replacing the outmoded and inefficient existing hotels and motels that were built in the 1950s and early 1960s. These uses are found primarily on the east side of SR A1A, north of Florida Shores Boulevard to the City limits at the north end, and south of Van Avenue to the south City limits at the Wilbur-by-the-Sea area. These redevelopment activities shall be consistent with the goals, objectives, and policies set forth in this Element.

Additionally, no land development shall be permitted that is detrimental to the natural resources of the City. In this context, no land development order shall be issued that denigrates existing topographic or soil conditions. Additionally, prior to the issuances of any development order, written assurances shall be obtained from the appropriate municipal agency providing infrastructure that available capacity exists to properly support the proposed development activity at the adopted Level of Service standard for the relevant facility or service to be provided.

Staff Finding: The proposed amendment will facilitate the redevelopment of the Treasure Island east properties located at 2025 – 2041 S. Atlantic Avenue. The current abandoned Treasure Island shell structure that remains today was built in 1974, however, according to the Volusia County Property Appraiser (2021), the effective year of the building is 1963. According to the Agreement, this outmoded structure will be demolished and pave the way for a modern development with a mixture uses on the site should the amendment be approved.

Additionally, the proposed amendment will not permit development that is detrimental to the natural resources of the City as the redevelopment is infill and occurring on vacant sites with no discernable natural resource present. Finally, prior to final development approval, the City will require written assurances from public facility service providers.

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

Staff Finding: As seen in Sec. B.I of this Planning Analysis Report, adequate capacity currently exist for all public facilities. The analysis results were derived from available data provided by the service provider and generally available to the public. In addition, if the proposed amendment is approved, subsequent projects will undergo site development plan review, at which time more specific written assurances from service providers will be required by the City.

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

Staff finding: Per Sec. B.II of this Planning Analysis Report, the proposed amendment will not result in incompatible land uses that are not compatible with the FLU Plan of the City. The hotel and multifamily proposed land use mixture is consistent with the FLU Plan and existing built environment in the impacted area.

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

Staff Finding: The proposed amendment will result in infill redevelopment of a previously development site. The redevelopment will contain hotel and residential multifamily uses within close proximity to existing and future recreation, retail and commercial areas within the City.

Chapter 9: Capital Improvement Element

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

- (a) **Sanitary Sewers:** 250 gallons per dwelling unit per day
- (b) **Solid Waste:** 10 pounds per capita per day
- (c) **Drainage:** 25-year, 24-hour design storm
- (d) **Potable Water:** 110 gallons/capita/day (gcd) for Port Orange Service Area
150 gcd for Daytona Beach Service Area
- (e) **Roadways:** Arterials: LOS "D" at peak hour
Collectors: LOS "C" at peak hour
- (f) **Recreation:** See Table 3 above

Staff finding: The analysis conducted in Section B.I of this Planning Analysis Report utilized the requisite LOS standards established by the subject policy. The analysis determined that adequate public facilities capacity exist to accommodate the proposed amendment.

IV. URBAN SPRAWL

Sec. 163.3177(6)(a)(9), *Florida Statutes*, state that “*The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl.*” Further, sections 163.3177(6)(a)(9)(a) and 163.3177(6)(a)(9)(b) of the *Florida Statutes* provide criteria for demonstrating consistency with the urban sprawl rule. The required urban sprawl analysis outlined in **Exhibit 3** attached demonstrates the plan amendment does not proliferate urban sprawl and is consistent with Sec. 163.3177(6)(a)(9), *Florida Statutes*.

V. ADDITIONAL STATE REQUIREMENTS

(i) Sec.163.3177(1)(f), *Florida Statutes*: Plan amendment shall be based upon relevant and appropriate data and analysis.

Staff Finding: Per Section B.I and B.II of this Planning Analysis Report, the proposed plan amendment is based upon relevant and appropriate data and analysis.

(ii) Sec.163.3177(2), *Florida Statutes*: The comprehensive plan shall be internally consistent.

Staff Finding: Per Section B.III of this Planning Analysis Report, the proposed plan amendment is internally consistent with the Daytona Beach Shores Comprehensive Plan.

(iii) Sec.163.3177(6)(a)(2), *Florida Statutes*: Comprehensive plan amendments shall be based upon adequate data regarding the area.

Staff Finding: Per Section B.I and B.II of this Planning Analysis Report, the proposed plan amendment is based on adequate data regarding the area.

(iv) Sec.163.3177(6)(a)(8), *Florida Statutes*: Future land use map amendments shall be based on suitability analysis.

Staff Finding: Per Section B.I and B.II of this Planning Analysis Report, the proposed plan amendment is based on an analysis and finding the site suitable for infill redevelopment.

(v) Sec.163.3177(6)(a)(9), *Florida Statutes*: Any comprehensive plan future land use element amendments shall discourage the proliferation of urban sprawl.

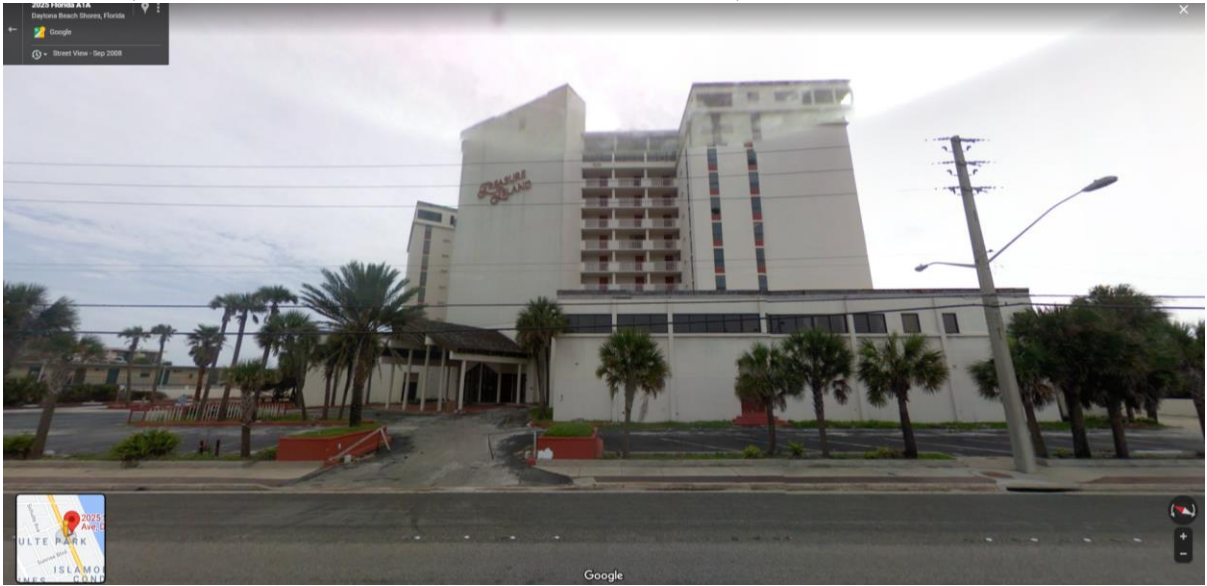
Staff Finding: Per Section B.IV of this Planning Analysis Report, the proposed plan amendment discourages the proliferation of urban sprawl.

VI. CONCLUSION:

Pursuant to the findings in this Planning Analysis Report and those in the applicant’s application, staff has concluded that the proposed amendment is consistent with controlling law including, but not limited to, Sec. 163.3177, *Florida Statutes*, and the Daytona Beach Shores Comprehensive Plan.

EXHIBIT 1
TREASURE ISLAND PROPERTIES FORMER USES

Picture A, 2025 S. Atlantic Ave: Treasure Island Resort; 2008



Source: GoogleMaps, 2008

Picture B, 2037-2041 S. Atlantic Ave: Sunny Shores Resort; 2007



Source: GoogleMaps, 2007

Picture C, 2026-2030 S. Atlantic Ave: TI Maintenance & Westside Rooms; 2007



Source: GoogleMaps, 2007

Picture D, 2036 S. Atlantic Ave: TI Island West; 2007



Source: GoogleMaps, 2007

EXHIBIT 2
TREASURE ISLAND AREA FUTURE LAND USE MAP

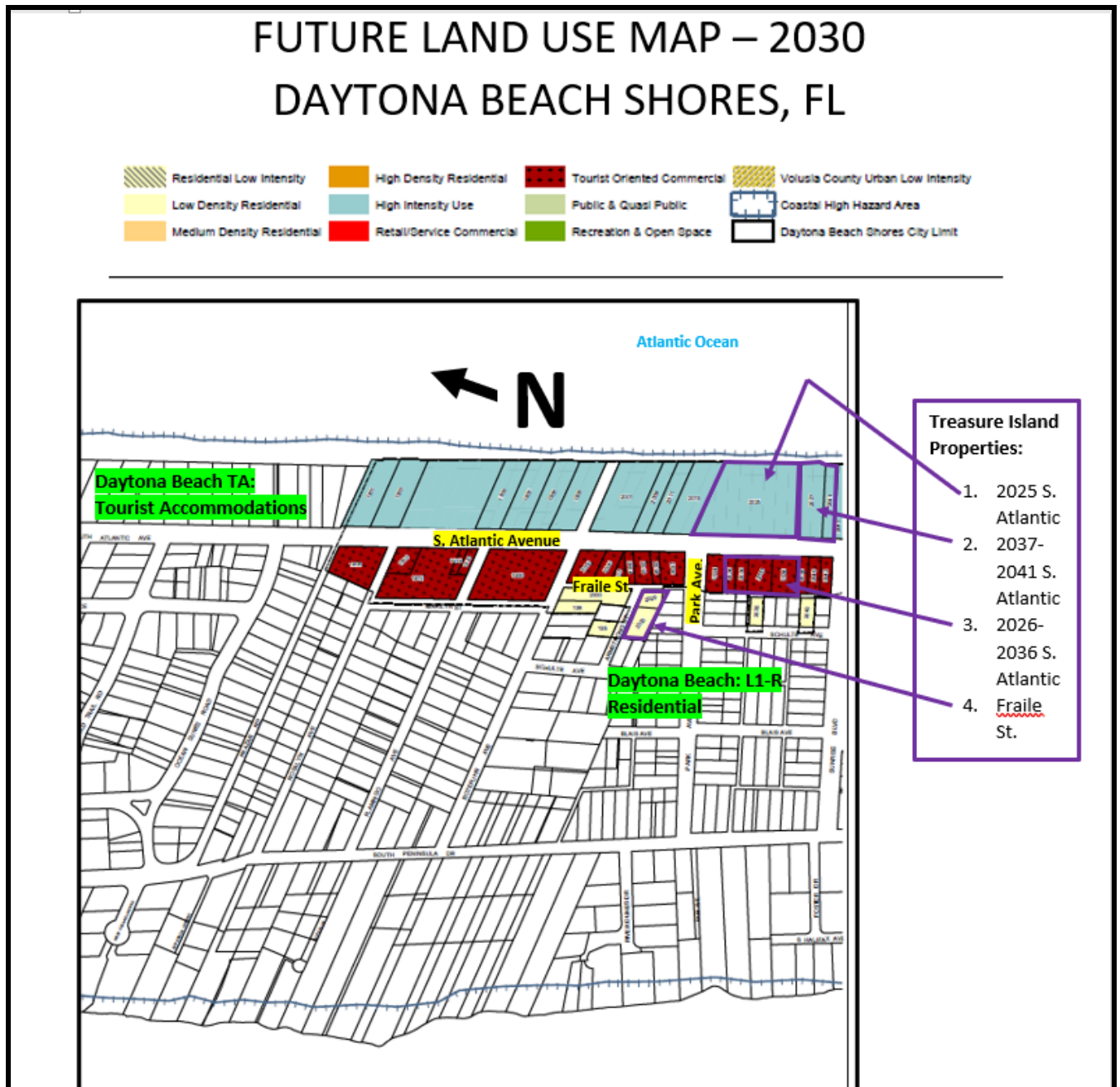


EXHIBIT 3
URBAN SPRAWL ANALYSIS
Sec. 163.3177(6)(a)(9), Florida Statutes

9. The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl.

a. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores. The amendment proposes a mixture of hotel and multifamily high density uses.* **Criterion Met.**

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores, which is an urban area and the properties in question are suitable for development.* **Criterion Met.**

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores. The amendment does not propose the development pattern noted in this criterion.* **Criterion Met.**

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores. The amendment does not seek to develop the sensitive and critical resources noted in this criterion.* **Criterion Met.**

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores. The amendment proposes development in an urban setting away from agriculture and farming activities noted in this criterion.* **Criterion Met.**

(VI) Fails to maximize use of existing public facilities and services. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores. The amendment proposes development that will utilize existing public facilities and services, which currently serve the site and general vicinity.* **Criterion Met.**

(VII) Fails to maximize use of future public facilities and services. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties*

within the City of Daytona Beach Shores. The amendment proposes development that will maximize the use of future public facilities and services in coordination and as required by service providers. **Criterion Met.**

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores. The amendment proposes infill redevelopment that will utilize existing public facilities and services, which currently serve the site and general vicinity. Further, the City's concurrency requirements stipulate that developers shall pay for impacts on public facilities should there be any. In addition, as required by the City's LDC, any improvement in public facilities will be borne by the developer. Therefore, the proposed amendment will not disproportionately increase the costs as outlined in this criteria.*

Criterion Met.

(IX) Fails to provide a clear separation between rural and urban uses. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores, which is an urban area and the properties in question are outside of the rural – urban interface.* **Criterion Met.**

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores, which is an urban area and the properties in question are suitable for development.* **Criterion Met.**

(XI) Fails to encourage a functional mix of uses. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores, which is an urban area and the properties in question are suitable for development. The amendment proposes a mixture of hotel and residential multifamily uses.* **Criterion Met.**

(XII) Results in poor accessibility among linked or related land uses. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores, which is an urban area and the properties in question are suitable for development. The properties in question are under a unified ownership and adjacent to similar related land uses.* **Criterion Met.**

(XIII) Results in the loss of significant amounts of functional open space. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores, which is an urban area and the properties in question are suitable for development and once occupied tourism related businesses. No functional open space exists on the property.* **Criterion Met.**

b. The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores, which is an urban area and the properties in question are suitable for development.* **Criterion Met.**

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores, which is an urban area and the properties in question are suitable for development with existing public infrastructure and services currently available to the site.* **Criterion Met.**

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores, which is an urban area and the properties in question are suitable for development. The proposed development will provide a mixture of high density uses which will be able to access the adjacent road network. The development site is connected to SRA1A which has a functional classification of "Principal Arterial-Other Urban," with five traffic lanes, and sidewalks on both sides of the road. The sidewalks provide pedestrian and bicycle access throughout the City as the sidewalks were designed for multimodal activity and vary from eight to five feet in width. Additionally, the site is served by the local Volusia County transit system, VOTRAN.* **Criterion Met.**

(IV) Promotes conservation of water and energy. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores, which is an urban area and the properties in question are suitable for development.* **Criterion Met.**

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores, which is an urban area outside of the agriculture and farmlands noted in this criterion.* **Criterion Met.**

(VI) Preserves open space and natural lands and provides for public open space and recreation needs. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores, which is an urban area and the properties in question are suitable for development. While no natural lands and open space exist on the properties, new designed open space will be provided pursuant to the City's LDC.* **Criterion Met.**

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area. **Staff Finding:** *The proposed amendment seeks redevelopment and infilling of previously developed properties within the City of Daytona Beach Shores by providing a mixture of hotel and multifamily residential land uses to meet the residential and nonresidential needs of the area.* **Criterion Met.**

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. [163.3164](#).



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 28, 2021 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Ordinance 2021-11: Proposed Amendment to the Atlantic Avenue Estates Development Agreement; Request by owner of 3833 Cardinal Boulevard

SYNOPSIS:

NOTE: This item will be continued.

On July 16, 2021 the City received an application to amend the Atlantic Avenue Estates, LLC - City of Daytona Beach Shores Development Agreement, which concerns a 0.7 acre four (4) lot subdivision in the 3800 block of S. Atlantic Avenue. The application was submitted by Cheryl and Anthony Aspesi, owners of the 3833 Cardinal Boulevard lot, situated in the northwest corner of the subdivision along Cardinal Boulevard. The applicants are requesting an amendment to allow the construction of a single-family residential structure with the following deviations on their property: (1) reduction of front yard setback from 30 feet to 25.5 feet, (2) reduction of rear yard setback from 25 feet to 10 feet and (3) increase in lot coverage from 35% to 39%. The applicant is also requesting the City waive (reimburse) the \$550 development agreement amendment application fee. **The remaining three property owners in the subdivision have provided written support of the proposed amendment.**

FISCAL IMPACT STATEMENT:

Future taxable value increases on construction of a single family home.

BACKGROUND:

I. OVERVIEW OF PROPOSED AMENDMENT

The development agreement concerns a 0.7 acre four (4) lot subdivision in the 3800 block of S. Atlantic Avenue. The application, however, only concerns the 3833 Cardinal Boulevard lot, which is situated in the northwest corner of the subdivision along Cardinal Boulevard. The entire subdivision is overgrown and undeveloped. The applicants are requesting an amendment to allow the construction of a single-family residential structure with the following deviations on their property: (1) reduction of front yard setback from 30 feet to 25 feet, (2) reduction of rear yard setback from 25 feet to 10 feet and (3) increase in lot coverage from 35% to 39%. If approved, the proposed amendment would be reflected in Sec. 3.d of the agreement as follows. NOTE: Underline represents proposed amendment

language to be added to the existing agreement.

Section 3. SITE LAYOUT AND CONCEPTUAL PLANS FOR DEVELOPMENT

(d). In the event that the Property Owner elects to construct a single-family residence on any of the 4 tracts depicted in Exhibit "B" he may do so at his sole discretion provided the minimum yard sizes, minimum floor area, maximum building height, and maximum lot coverage are consistent with the requirements contained in Section 14-17 of the City's Land Development Code for the RSF-2 Urban Single-Family Residential Detached District. Provided however, the property located at 3833 Cardinal Boulevard Daytona Beach Shores, Florida, 32118, also known as Tract 1, and more specifically described in Exhibit A attached, may be developed consistent with the following development standards: minimum front yard setback of 25 feet, rear yard setback of 10 feet, maximum lot coverage of 39%. All other land development standards shall apply.

II. ADDITIONAL REQUEST/INFORMATION

The applicant is also requesting the City waive (reimburse) the \$550 development agreement amendment application fee. If granted, the requested deviations would not apply to the remaining three lots within the subdivision. The remaining three property owners in the subdivision have provided written support of the proposed amendment.

III. OVERVIEW OF EXISTING DEVELOPMENT AGREEMENT & 1st AMENDMENT

The original Development Agreement was executed by the City to foster the development of the original tract of land, which was annexed into the City in 2015. Highlights of the Development Agreement include: (a) seven (7) benefits to the public, including, but not limited to, development of a property that was formerly a county enclave; and (b) permitting of four (4) deviations from the City's Land Development Code, including but not limited to minimum lot sizes for duplex construction.

The original agreement was amended on December 8, 2020 to also permit single-family construction on each of the four (4) lots consistent with the dimensional requirements of the RMF-2 Urban Single-Family Residential Detached District.

IV. 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 Land Development Code (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.

V. DEVELOPMENT AGREEMENT CONTENT REQUIREMENTS

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

VI. 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.

VII. PLANNING ANALYSIS/FINDINGS

Sections 15-4, 15-5, 15-9 and 15-10 of the LDC establish general code requirements which may be applied to analyze the application. These requirements are summarized below.

A. Sec. 15-4. - Development agreement content.

-The relevant subsection of this section of the LDC, subsection (12), requires a "A finding that the terms and conditions of the development agreement benefit the public interest." Staff Finding: The public interests, also known as public benefits, outlined in Sec. Four (4) of the current agreement remained unchanged. However, in an email addressed to City Staff (see attached Application Exhibit), the property owner noted that approval of the application will also benefit the City through the development of the vacant property, among other things, and bring new permanent residents to the City in lieu of a potential rental and vacant property.

B. Sec. 15-5: Development agreement review; process and procedure; action by city.

-Subsection (b) of this section states that "Upon receipt of a proposed development agreement, city staff shall review the proposal and develop proposed findings, in writing, respecting recommendations of approval, approval with conditions, modifications to the proposal or denial of the proposal. City staff shall provide to the city council written recommended findings on the consistency of the application with the city's comprehensive plan and the purpose and intent of the city's land development regulations and recommend any conditions, terms, restrictions or other requirements determined to be necessary for the public health, safety, or welfare of the citizens of the city. Staff Finding: The proposed amendment is not inconsistent with the Daytona Beach Shores Comprehensive Plan. In addition, the amendment does not appear inconsistent with the purpose and intent of the Daytona Beach Shores Land Development Code as seen below:

Sec. 1-3. - Purpose.

The purpose of this Land Development Code is to establish standards, procedures and minimum requirements to achieve the following general intentions and purposes of the city council:

- 1.To establish the regulations, procedures and standards for review and approval of all proposed development in the City of Daytona Beach Shores.
- 2.To foster and preserve public health, safety, comfort and welfare, and to aid in the harmonious, orderly, aesthetically pleasing and socially beneficial development of the City in accordance with the Comprehensive Plan.
- 3.To adopt a development review process that is: a.Efficient, in terms of time and expense;
b.Effective, in terms of addressing the natural resource and public facility implications of proposed development; while also protecting and improving the quality of life in the city; c.Equitable, in terms of

consistency with established regulations and procedures, respect for the rights of property owners, and consideration of the interests of the citizens of the city.

4.To implement the city's comprehensive plan as required by the "Local Government Comprehensive Planning and Land Development Regulation Act."

5.To provide specific procedures to ensure that development orders and permits are conditioned on the availability of public facilities and services that meet the level of service requirements (concurrency).

C. Sec. 15-9: Amendment or cancellation of development agreement

-This section provides that "A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest." All property owners within the subdivision have executed the proposed agreement indicating mutual consent on their part. Staff Finding: All property owners within the subdivision have executed the proposed agreement indicating mutual consent on their part.

-This section also states that development agreements may be modified "in the city's sole discretion" and "require approval by the city council in accordance with the procedures set forth" in the ordinance. Staff Finding: The amendment of a development agreement is a legislative action. Therefore, the City Council may approve or disapprove at will providing the action in question is not contrary to controlling law.

D. Sec. 15-10: Modification/revocation of development agreement

-This section stipulates that a development agreement may be modified "in the city's sole discretion" and "require approval by the city council in accordance with the procedures set forth" in the ordinance. Staff Finding: The amendment of a development agreement is a legislative action. Therefore, the City Council may approve or disapprove at will providing the action in question is not contrary to controlling law.

E. Comparison with Surrounding Neighbourhood.

Planning staff conducted an analysis of four (4) lots north and four (4) lots south, excluding the vacant lot part of the subdivision in question, of the subject lot on the west side of Cardinal Boulevard. The analysis was conducted using the Volusia County Property Appraiser Website Aerial Mapping Measure Tool. Although there is a small but unknown margin of error that should be considered when utilizing the mapping tool due to an inherent challenge with georeferencing aerial photography relative to digitized plats, this analysis was conducted to get an idea of nearby lots in the neighbourhood. Below are the results:

1. Average front yard setback: North =27.75'; South=23' Staff Finding: Requested deviation within the range of properties analyzed.
2. Average rear yard setback: North=28.75'; South=27.75' Staff Finding: Requested deviation outside the range of properties analyzed. NOTE: If the proposed covered patio was detached from the principal building and constructed as an accessory structure, Sec. 14-34 of the LDC would permit the patio to be placed up to five (5) feet from the rear property line.
3. Average lot coverage: North=39%; South=31% Staff Finding: Requested deviation is at the high end of the range for the properties analyzed.

VIII. PLANNING AND ZONING BOARD RECOMMENDATION

Pending (10-12-21).

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Development agreements and amendments thereof are legislative acts and there are no assumed vested rights outside of the development agreement, LDC and Comprehensive Plan. The City Council may approve or disapprove the proposed amendment at its own pleasure. However, based on the findings contained in this report, including, among other things, consistency with the Daytona Beach Shores Comprehensive Plan, infilling of residential low density residential use which is compatible with the surrounding neighborhood, and the public benefits outlined in Sec. Four (4) of the existing development planning, staff recommends approval of the proposed amendment.

SUGGESTED MOTION:

A City Council Member may motion as follows:

1. "I move to approve Ordinance 2021-11 as presented."

OR

2. "I move to approve Ordinance 2021-11, with the following amendments..."

OR

3. "I move to deny Ordinance 2021-11."

ATTACHMENT:

1. Application
2. Location Exhibit
3. Atlantic Avenue Development Agreement-Proposed 2nd Amendment-SC-8-24-21
4. Ordinance 2021-11-Aspesi-Atlantic Avenue Estates -DA Amendment-9-13-21

RECEIVED
JUL 16 2021
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

pd 8550.00
cc # 086776



City of Daytona Beach Shores
Community Services Department
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118

550.00

12021016

APPLICATION TO ENTER INTO OR AMEND A NON-PUD DEVELOPMENT AGREEMENT

Application for New Development Agreement: ☐

Application to Amend Existing 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: 7/16/21

Current Zoning: RMF-3

Applicant's Name: Cheryl and Anthony Aspesi

Address: 1044 Forest Cir Winter Springs Phone #: 407-694-4818
FL 32708 407-687-5281

Representative: N/A

Address: _____ Phone #: _____

Email: Caspe1@willowcreekchurch.org taspe1@Bakerdist.com

Property Address & Parcel ID: 3833 Cardinal Blvd Daytona Beach Shores, FL
32118

Property Owner: Cheryl and Anthony Aspesi ID# 630205070140

Legal Description of Property:

The northerly 75 ft of the west 1/2 of lots 14 and 15, Block 7, Oceanview
section of Halifax Estates, according to the map or plat thereof as
recorded in map book 11 page 100, of the public records of Volusia County, FL.
Together with and subject to the easement created under that certain
easement agreement dated November 16, 2020 and recorded in Official Records
Book 7946, Page 2744, Public Records of Volusia County, FL.

Cheryl Aspesi
Applicant's Signature

7/16/2021
Date

TO: Honorable Mayor and City Council Members

FROM: Cheryl and Anthony Aspesi

SUBJECT: Amendment to the Atlantic Avenue/City of Daytona Beach Shores Development Agreement pertaining to the portion of the property located at 3833 Cardinal Blvd., Daytona Beach Shores.

DATE: August 2, 2021

On May 25th, 2021, we took ownership of the property located at 3833 Cardinal Blvd., Daytona Beach Shores, FL. This was a lot that was previously part of a larger parcel known as the Atlantic Avenue Estates Duplex Development. The development was subdivided into 4 parcels and 3 have been sold. Our piece, referred to as Tract 1 and located in the NW corner of the original property, was sold to us without us knowing there was a developer's agreement attached to the property. We had purchased the property and have plans for a single family residence to be built but have now learned that the setback requirements in place under the developer's agreement create a hardship for us in terms of building the house we have chosen. We are therefore respectfully requesting the following setbacks be allowed so that we may proceed with the construction of our new home: We would require a front setback of 25 feet, a rear setback of 10.8 feet and a side setback of 10 feet. Our plans are for a single story, 2,044 square foot residence with a covered lanai. In order to accommodate the structure we would need these setbacks to be approved. We do not feel this would in any way be a detriment to the neighborhood by requesting these setbacks but actually feel it will increase home values in the area as well as creating an increase in the tax base for the city. We have already spoken with the neighbor next door, Fernando Castellanos, who said he had no issues with us building the home as planned and was very excited to see improvements in the neighborhood.

As you can see on the preliminary plan we submitted the front setback is only 4.5 feet less than the current zoning requirements, the side setbacks are in accordance with current requirements and would not need to be changed but the rear setback would go from 25 feet to 10 feet to allow for the covered lanai that is proposed. We are extremely desirous of having the covered lanai so that we can have some shaded, outdoor space to enjoy the surroundings. This would be a part of the total building structure (under a single roof) and more aesthetically pleasing than us having to do an add-on, unattached porch after construction, which we feel would not be as attractive or economically prudent. We know if we were to do an unattached add-on covered patio after construction we could build up to 5 feet from the property line. However, we would much prefer to have a covered lanai that is part of the structure and therefore need to have the 10 foot setback in the rear to accommodate it.

In conjunction with this, we would also appreciate if the fee for applying for this amendment would be waived, or at least reduced to the fee for a single family residence and not the \$550 for a developer making an amendment to an agreement.

We are very excited to begin construction on a new home so that we can retire to this beautiful community by the beach. We are long time Floridians who have wanted to get to "the shore" and hopefully with your kind consideration we will be able to do this very soon.

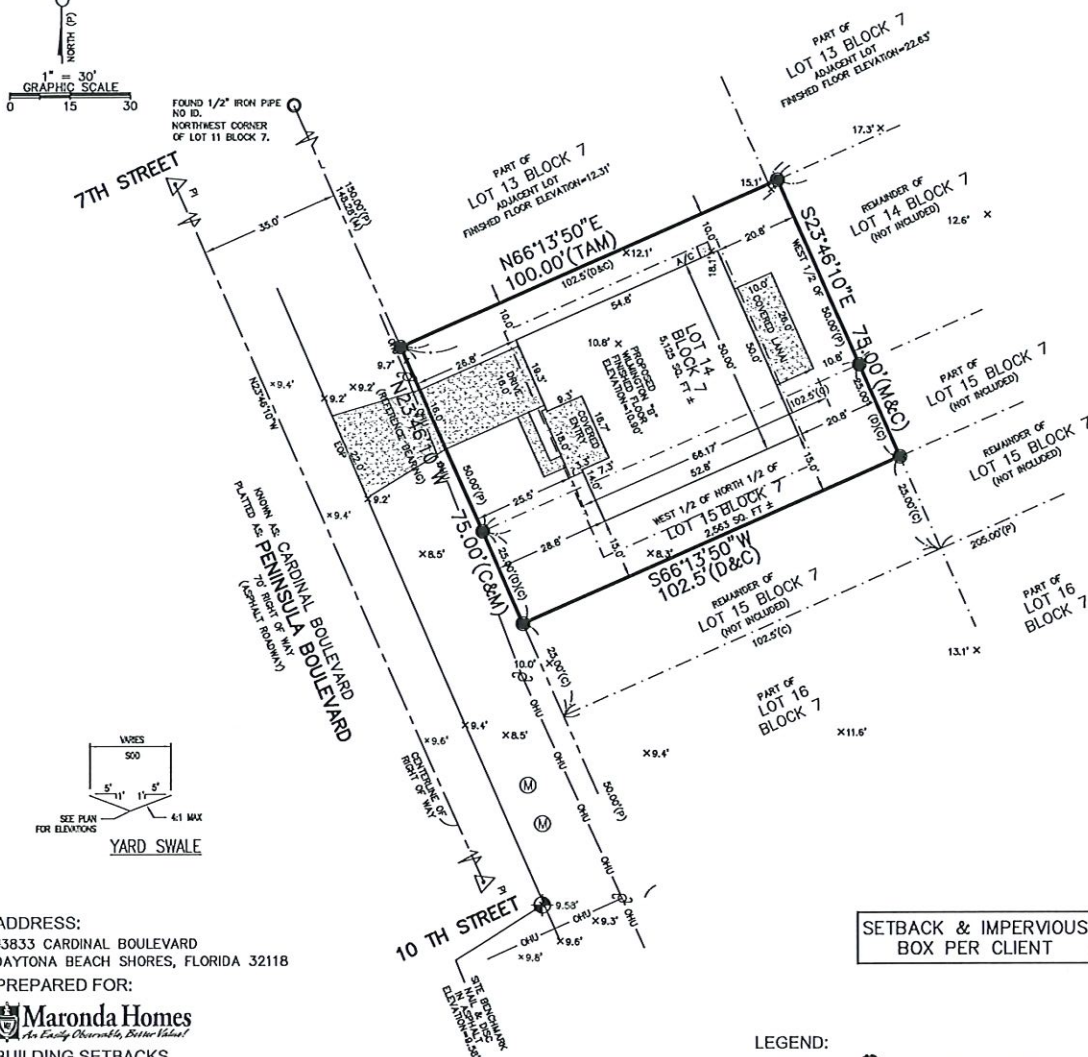
Sincerely,

Cheryl and Anthony Aspesi

PLOT PLAN

DESCRIPTION: (AS FURNISHED)

2-16-33 W 1/2 LOT 14 & W 1/2 OF N 1/2 LOT 15 BLOCK 7 OCEAN VIEW SECTION OF
HALIFAX ESTATES, IN MAP BOOK 11, PAGE 100, PER OFFICIAL RECORD 1612 PAGE 0174,
PER OFFICIAL RECORDS 4705, PAGES 2478-2479, PER OFFICIAL RECORDS 5532, PAGE
4310 PER OFFICIAL RECORDS 7177, PAGE 0575, PER OFFICIAL RECORDS 7183, PAGE
2271, VOLUSIA COUNTY, FLORIDA.



ADDRESS:
#3833 CARDINAL BOULEVARD
DAYTONA BEACH SHORES, FLORIDA 32118
PREPARED FOR:



BUILDING SETBACKS

FRONT: 30'
REAR: 25'
SIDE: 10'

NOTES:

- BUILDER WILL SOD ALL DISTURBED AREAS WITHIN THE RIGHT OF WAY.
- CONCRETE WILL BE 6" THICK AT RIGHT OF WAY. THE DRIVEWAY & RIGHT OF WAY, MUST CONFORM TO THE EXISTING SWALE SHAPE AND PROVIDE FOR CONTINUED POSITIVE DRAINAGE.
- THE DRIVEWAY MATERIALS, WITHIN THE RIGHT OF WAY, SHALL BE EITHER 6" INCHES OF ASPHALT MILLINGS OR 6" INCHES OF CRUSHED CONCRETE FINES.
- DRIVEWAY WIDTHS AT THE PROPERTY LINE CAN ONLY BE 24' (FEET).
- ELEVATIONS SHOWN ARE PER LOT GRADING PLANS PROVIDED BY THE CLIENT.
- ELEVATIONS ARE BASED ON NAVD 1988 DATUM.
- FINISHED FLOOR ELEVATION TO BE A MINIMUM OF 18" ABOVE THE CROWN OF ADJACENT ROADWAY

THIS PLOT PLAN IS INTENDED FOR PERMITTING PURPOSES ONLY. THIS IS NOT INTENDED FOR THE CONSTRUCTION OF THE PROPOSED HOUSE. REFER TO HOUSE PLAN AND OPTION LIST FOR CONSTRUCTION. ALL BUILDING SET BACK LINES SHOWN HEREON IS PER DATA FURNISHED BY CLIENT AND IS FOR INFORMATIONAL PURPOSES ONLY.

THIS IS NOT A SURVEY
THIS IS A PLOT PLAN ONLY

FLOOD NOTE:

I HAVE EXAMINED THE F.L.R.M. COMMUNITY PANEL NO 12127003894, DATED SEPTEMBER 22, 2017, AND FOUND THE SUBJECT PROPERTY APPEARS TO BE IN ZONE X, AREA OUTSIDE THE 100 YEAR FLOOD PLAIN. THE SURVEYOR MAKES NO GUARANTEES AS TO THE ABOVE INFORMATION. PLEASE CONTACT THE LOCAL F.E.M.A. AGENT FOR VERIFICATION.

BEARING BASIS:

BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF CARDINAL BOULEVARD, BEING N23°48'10"W, AN ASSUMED BEARING.

(FIELD DATE): 05-17-21

REVISED:

SCALE: 1" = 30 FEET

APPROVED BY: JH

210524 LOTS 14 & 15

JOB NO. BLOCK 7

DRAWN BY: JH

CLIENT COMM. 07/28/21 JH

REPOSITION 07-23-21 JH

REV. SETBACKS 7-17-21 JH

ADD LANAI 07-10-21 JH

PLOT PLAN 05-29-21 JH

BOUNDARY & TOPOGRAPHIC 05-17-21 CC

ON LOT BLDG STRUCTURE CALCULATIONS	
LOT	= 7,688 SQ. FT.
LIVING AREA	= 2,044 SQ. FT.
GARAGE	= 514 SQ. FT.
ENTRY	= 203 SQ. FT.
LANAI	= 280 SQ. FT.
PATIO	= 0 SQ. FT.
DRIVEWAY	= 0 SQ. FT.
A/C PAD	= 0 SQ. FT.
WALKWAY	= 0 SQ. FT.
IMPERVIOUS	= 39% SQ. FT.
SOD	= 4,667 SQ. FT.
OFF LOT CALCULATIONS	
RIGHT OF WAY	= 0 SQ. FT.
DRIVE APRON	= 0 SQ. FT.
PUBLIC S/W	= 0 SQ. FT.
SOD	= 0 SQ. FT.
TOTALS	
AREA	= 7,688 SQ. FT.
DRIVEWAY	= 0 SQ. FT.
SIDEWALK	= 0 SQ. FT.
SOD	= 4,667 SQ. FT.

ON LOT CALCULATIONS	
LOT	= 7,688 SQ. FT.
LIVING AREA	= 2,044 SQ. FT.
GARAGE	= 514 SQ. FT.
ENTRY	= 203 SQ. FT.
LANAI	= 280 SQ. FT.
PATIO	= 0 SQ. FT.
DRIVEWAY	= 429 SQ. FT.
A/C PAD	= 9 SQ. FT.
WALKWAY	= 58 SQ. FT.
IMPERVIOUS	= 46% SQ. FT.
SOD	= 3,517 SQ. FT.
SOD	= 4,171 SQ. FT.
OFF LOT CALCULATIONS	
RIGHT OF WAY	= 1714 SQ. FT.
DRIVE APRON	= 432 SQ. FT.
PUBLIC S/W	= 0 SQ. FT.
SOD	= 1,282 SQ. FT.
TOTALS	
AREA	= 9,402 SQ. FT.
DRIVEWAY	= 861 SQ. FT.
SIDEWALK	= 58 SQ. FT.
SOD	= 5,453 SQ. FT.

LEGEND:

---	BUILDING SETBACK LINE	PI	TREE(S) TO BE REMOVED
---	CENTERLINE	PC	POINT OF INTERSECTION
---	RIGHT OF WAY LINE	PT	POINT OF CURVATURE
---	PROPOSED ELEVATIONS PER CIVIL ENGINEER	PRC	POINT OF TANGENCY
---	PROPOSED ELEVATION	PCC	POINT OF REVERSE CURVATURE
---	EXISTING ELEVATION	TYP	TYPICAL
---	PROPOSED DRAINAGE FLOW	CS	CONCRETE SLAB
---	CONCRETE	PER	PER PLAT
---	A/C	PL	PLAT BOOK
---	S/W	PAGES	PAGES
---	EOP	SQ. FT.	SQ. FT.
---	R/W	F.E.M.A.	FEDERAL EMERGENCY MANAGEMENT AGENCY
---	TRANS	FLR.M.	FLOOD INSURANCE RATE MAP
---	WD	NAVD	NORTH AMERICAN VERTICAL DATUM
---	PP	NOVO	NATIONAL GEODETIC VERTICAL DATUM
---	DME	LE	LANDSCAPE EASEMENT
---	FPE	DE	DRAINAGE EASEMENT
---	COMMUNICATION RISER	UE	UTILITY EASEMENT
---	FOUND 1/2" IRON ROD (NO ID)	MEG	MATCH EXISTING GRADE
---	GROUND ELEVATION	EL	ELEVATION
---	GUY ANCHOR	EG	EXISTING GRADE
---	OVERHEAD UTILITY LINE	EQ	ELLIPTICAL CORRUGATED METAL PIPE
---	SEWER INLET	CHW	CONCRETE HEAD WALL
---	STORM MANHOLE	E	EAST
---	WOODEN UTILITY POLE	EP	EDGE OF PAVEMENT
---	WATER METER	EL	ELEVATION
---	CORRUGATED METAL PIPE	FPE	FINISHED FLOOR ELEVATION
---	TOE OF SLOPE	FOUND	FOUND
---	TOP OF BANK	ID	IDENTIFICATION
---		INV	INVERT
---		IR	IRON ROD
---		LB	LICENSED BUSINESS
---		ME	MEASURED DATA
---		N	NORTH
---		PC	POINT OF CURVATURE
---		RD	RECORD DATA
---		S	SOUTH
---		WF	WOOD FENCE
---		W	WEST

ASM
AMERICAN SURVEYING & MAPPING, INC.
NDDS NATIONAL DUE DILIGENCE SERVICES
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.
3191 Maguire Blvd, Suite 200, Orlando, FL 32803
407-426-7979
americansurveyingandmapping.com

SURVEYOR NOTES:

- THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
- NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- NOT VALID WITHOUT THE AUTHENTIC ELECTRONIC SIGNATURE AND THE AUTHENTIC ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Digitally signed by James W. Boleman
DN: c=US, st=Florida, o=Orlando, ou=AMERICAN SURVEYING & MAPPING, INC., cn=James W. Boleman
e=jwboleman@americansurveyingandmapping.com
Date: 2021.07.28 07:51:57 -0400
Adobe Acrobat version: 11.0.23

JAMES W. BOLEMAN PS# 6485 DATE

Prepared by:
Tami Jo Chlan
Waterside Title Co.
1092 Ridgewood Avenue
Holly Hill, Florida 32117

File Number: 21-1127

General Warranty Deed

Made this May 25, 2021 A.D. By Atlantic Avenue Estates LLC, a Florida limited liability company whose address is: 133-15 Beach Channel Drive, Rockaway Park, New York 11694, hereinafter called the grantor, to Anthony Asprel and Cheryl Asprel, husband and wife whose post office address is: 1044 Forest Circle, Winter Springs, Florida 32708, hereinafter called the grantees:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantees, all that certain land situate in Volusia County, Florida, viz:

The Northerly 75 feet of the West 1/2 of Lots 14 and 15, Block 7, Ocean View Section of Halifax Estates, according to the map or plat thereof, as recorded in Map Book 11, Page 100, of the Public Records of Volusia County, Florida.

Together with and subject to the easement created under that certain Easement Agreement dated November 16, 2020 and recorded in Official Records Book 7946, Page 2744, Public Records of Volusia County, Florida.

Subject to restrictions, reservations and easements of record, if any, the mention of which shall not serve to reimpose the same.

Parcel ID Number: 6302-05-07-0140

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness 1 signature
Witness Printed Name



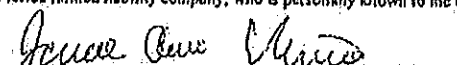
Atlantic Avenue Estates LLC,
a Florida limited liability company

By: Mark Scharff, as Member
Address: 133-15 Beach Channel Drive, Rockaway Park, New York 11694

Witness 2 signature
Witness Printed Name

State of New York
County of Kings

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 25, 2021, by Mark Scharff as Member of Atlantic Avenue Estates LLC, a Florida limited liability company, who is personally known to me or who has produced a driver's license as identification.


Notary Public
Print Name: Janice Evelise Velez
My Commission Expires: Nov 31, 2023

Cruz, Stewart

From: Cheryl Aspesi <CAspesi@willowcreekchurch.org>
Sent: Thursday, August 19, 2021 9:50 AM
To: Cruz, Stewart
Subject: RE: DAA12021016 Atlantic Avenue Estates DA Amendment-1st Review

Good morning,

1. By an affidavit for the mailing of the letters, you just need a word document stating that they were mailed out and when?
2. Placed the order for the ad yesterday and waiting on the documentation for that. I will send over as soon as I have it.
3. I'll send the list of the neighbors and a copy of the letter later today.
4. I put the one owner's phone number (Jareb Rossi) in the email I sent (see below). That is what was listed for his business in Port Orange so figured that was the easiest way to contact. I tried googling Mr. Goorab but didn't find anything quickly so will have to search that a little bit more.
5. Our last phone conversation we discussed that we would take out the request to eliminate the \$2,500 permit fee, which was to be used for public benefits, but since we are not removing that from the agreement than the \$2,500 will be a benefit to the public interests as it was intended originally. The only other public benefits I would see are the overall improvements to the vacant property, an increase in the tax base which would help with public interests, the fact that this will eventually become our permanent home and as permanent residents we will maintain our property and be involved in the community to a higher degree than a rental or vacant property owner would.

Hope this helps and will get the rest of the items to you asap.

Thanks and have a great day,
Cheryl

From: Cruz, Stewart [mailto:SCruz@cityofdb.org]
Sent: Wednesday, August 18, 2021 12:28 PM
To: Cheryl Aspesi
Subject: RE: DAA12021016 Atlantic Avenue Estates DA Amendment-1st Review
Importance: High

Got it. Thank you.

I will need the following from you at least a week prior to the meeting. You can email.

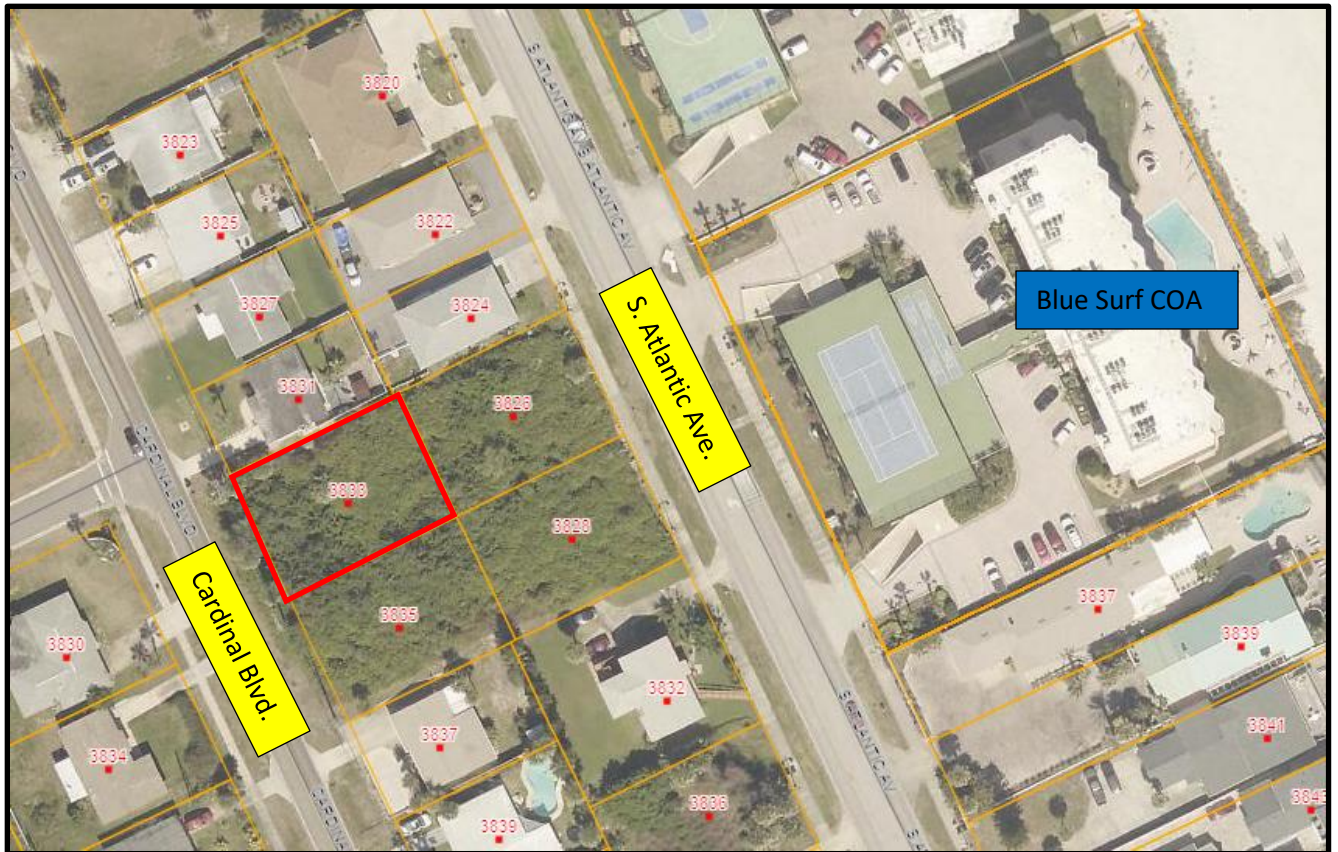
1. An affidavit from you attesting that you've mailed out the letters as required by code
2. A copy of the News Journal affidavit and proof of publication
3. A copy of the letter and list of the neighbors to whom you sent the mail

Also, besides Mark Scharff, do you have telephone numbers or email contact for the subdivision owners?

Lastly, did you ever provide a list of public benefits or benefits to the public interest as a result of the proposed amendment? If I missed it can you resend? Thank you.

stewart

AERIAL VIEW: 3833 Cardinal Boulevard



Source: Volusia County Property Appraiser, 2021

CARDINAL STREET VIEW: 3833 Carinal Boulevard



Source: GoogleMaps, 2021

Document prepared by:
Cheryl Aspesi
1044 Forest Circle
Winter Springs, FL 32708

Return recorded document to:
City of Daytona Beach Shores City Clerk
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

**SECOND AMENDMENT TO THE ATLANTIC AVENUE/CITY OF DAYTONA BEACH SHORES
DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE
ATLANTIC AVENUE ESTATES DUPLEX DEVELOPMENT**

The **CITY OF DAYTONA BEACH SHORES, FLORIDA**, a Florida municipal corporation located in Volusia County, Florida ("City"), and **ANTHONY ASPESI AND CHERYL ASPESI**, husband and wife, whose mailing address is 1044 Forest Circle, Winter Springs, Florida, 32708 the record title property owner ("Property Owner"), make and enter into this **SECOND AMENDMENT TO THE ATLANTIC AVENUE/CITY OF DAYTONA BEACH SHORES DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE ATLANTIC AVE ESTATES DUPLEX DEVELOPMENT**.

WHEREAS, the City and Atlantic Avenue Estates, LLC ("Developer"), entered into the Atlantic Avenue/City of Daytona Beach Shores Development Agreement Pertaining To The Development Of The Atlantic Avenue Estates Duplex Development, recorded in the Official Records Book 7238, Page 3066, Public Records of Volusia County, Florida as Instrument Number 2016-062949 (the "Agreement"), and

WHEREAS the Developer sold the 3833 Cardinal Boulevard portion of the development, more specifically described in Exhibit A attached, to Property Owner as recorded in the Official Records Book 8057, Page 1047, Public Records of Volusia County, Florida as instrument Number 2021-126765, and

WHEREAS, Property Owner proposes to amend the Agreement as set forth herein, and

WHEREAS, the Developer and remaining property owners in the development agree with the terms of the Agreement as set forth herein, and

WHEREAS, the City is willing to grant the Property Owner's request subject to the terms and conditions set forth herein and

WHEREAS, for purposes of this instrument, 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 the City and the Property Owner hereby agree to amend the Agreement as follows:

1. Section 3, Site Layout and Conceptual Plans for Development, of the Agreement is amended to read, in its entirety as follows:

(a). The attached Lot Configuration Plan for development of the property into eight (8) individual lots for the development of residential duplex units (Exhibit "B") is hereby approved by the terms and conditions of this Development Agreement.

(b). The attached Site Development Plan for development of the property (Exhibit "C") is hereby approved by the terms and conditions of this Development Agreement.

(c). The dimensions, lot areas, setbacks and densities shown in the Lot Configuration Plan and Site Development Plan are consistent with the requirements contained in Section 14-20 of the City's Land Development Code for the RMF-3 Multi-Family Residential District (Low Density) zoning district.

(d). In the event that the Property Owner elects to construct a single-family residence on any of the 4 tracts depicted in Exhibit "B" he may do so at his sole discretion provided the minimum yard sizes, minimum floor area, maximum building height, and maximum lot coverage are consistent with the requirements contained in Section 14-17 of the City's Land Development Code for the RSF-2 Urban Single-Family Residential Detached District. Provided

however, the property located at 3833 Cardinal Boulevard Daytona Beach Shores, Florida, 32118, also known as Tract 1, and more specifically described in Exhibit A attached, may be developed consistent with the following development standards: minimum front yard setback of 25 feet, rear yard setback of 10 feet, maximum lot coverage of 39%. All other land development standards shall apply.

2. Except as otherwise expressly provided for herein, the original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

(Signature pages following)

Signed, sealed and delivered in the presence of:

**THE CITY OF DAYTONA BEACH
SHORES, FLORIDA, a Florida
municipal corporation**

Signature of Witness

By: _____
Nancy Miller, Mayor

Print Name of Witness

Signature of Witness

Attest:
By: _____
Cheri Schwab, City Clerk

Print Name of Witness

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Nancy Miller and Cheri Schwab, Mayor and City Clerk, respectively, of The City of Daytona Beach Shores, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

Cheryl and Anthony Aspesi (Owner)
3833 Cardinal Blvd, Daytona Beach
Shores, Florida, 32118

Signature of Witness

By: _____
Cheryl Aspesi

Print Name of Witness

Date: _____

Signature of Witness

By: _____
Anthony Aspesi

Print Name of Witness

Date: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Cheryl and Anthony Aspesi, referred to in this agreement as "Property Owner". They are personally known to me and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

Jacob Rossi (Owner)
3835 Cardinal Blvd, Daytona Beach
Shores, Shores, Florida 32118

Signature of Witness

By: _____
Jacob Rossi

Print Name of Witness

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Jacob Rossi, referred to in this agreement as "Owner". He is ☐ personally known to me or ☐ produced identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

Raiyasswar Goorah (Owner)
3828 S. Atlantic Avenue
Daytona Beach Shores, FLorida 32118

Signature of Witness

By: _____
Raiyasswar Goorah

Print Name of Witness

Date: _____

STATE OF GEORGIA
COUNTY OF BIBB

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Raiyasswar Goorah, referred to in this agreement as “Owner”. He is ☐ personally known to me or ☐ produced identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

Atlantic Avenue Estates, LLC (Owner)
3826 S. Atlantic Avenue
Daytona Beach Shores, FLorida 32118

Signature of Witness

By: _____
Mark Scharff
Managing Member

Print Name of Witness

Date: _____

STATE OF NEW YORK
COUNTY OF KINGS

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Mark Scharff as Managing Member of Atlantic Avenue Estates, LLC, referred to in this agreement as "Owner". He is ☐ personally known to me or ☐ produced identification and did not take an oath.

Notary Public
Commission No. _____

Approved as to legal form:

By: _____
John Cary, City Attorney

EXHIBIT A

The Northerly 75 feet of the West 1/2 of Lots 14 and 15, Block 7, Ocean View Section of Halifax Estates, according to the map or plat thereof, as recorded in Map Book 11, Page 100, of the public records of Volusia County, Florida. Together with and subject to the easement created under that certain Easement Agreement dated November 16, 2020 and recorded in Official Records Book 7946, Page 2744, Public Records of Volusia County, Florida.

ORDINANCE 2021-11

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO APPROVAL OF AN AMENDMENT TO THE ATLANTIC AVENUE ESTATES, LLC – CITY OF DAYTONA BEACH SHORES DEVELOPMENT AGREEMENT PERTAINING TO THE VACANT PROPERTY WITH VOLUSIA COUNTY SHORT TAX PARCEL ID 630205070140, GENERALLY LOCATED AT 3833 CARDINAL 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 March 22, 2016 the City Council of the City of Daytona Beach Shores approved the Atlantic Avenue Estates, LLC and the City of Daytona Beach Shores Development Agreement (“Agreement”) pertaining to the development of the vacant property with Volusia County Short Tax Parcel ID 6302-05-07-0150, generally located in between 3824 S. Atlantic Avenue and 3832 S. Atlantic Avenue; and

WHEREAS, on December 8, 2020 the City Council of the City of Daytona Beach Shores approved the First Amendment to Agreement; and

WHEREAS, the subject property has been subdivided and sold to four separate property owners; and

WHEREAS, Cheryl and Anthony Aspesi, owners of the 3833 Cardinal Boulevard property within the Atlantic Avenue Estates Subdivision have requested an amendment to the Agreement to provide for dimensional deviations on the 3833 Cardinal Boulevard property that would allow the construction of a single-family residential structure as provided for in the amendment Exhibit attached to this Ordinance; and

WHEREAS, all parties of the Agreement have considered and support the Second amendment to the Agreement 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, the property owner and 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 the property owners of the Atlantic Avenue Estates Subdivision 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 the owners of the Atlantic Avenue Estates subdivision, 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 Atlantic Avenue Estates, 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 _____, 2021.

Enacted on second reading this __ day of _____, 2021.

OWNER SIGNATURE BLOCK FOLLOWS:

PLENARY CONCURRENCE OF OWNER

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

**3833 CARDINAL BOULEVARD
OWNER**

**3833 CARDINAL BOULEVARD
OWNER**

Cheryl Aspesi

Date: _____, 2021

Anthony Aspesi

Date: _____, 2021

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 Cheryl and Anthony Aspesi, 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 _____, 2021.

(Affix Notary Seal)

Notary Public; State of Florida

Print Name: _____



**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 28, 2021 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM: Kurt Swartzlander, Finance Director
PREPARED BY: Kurt Swartzlander, Finance Director
SUBJECT: Ordinance 2021-13 Sale of Property located at 136 Beachcomber.

SYNOPSIS:

After conducting an RFP for the sale of 136 Beachcomber, Kevin Purucker was awarded the purchase of the property. This Ordinance and attachments are the completion of this sale as required by the City Charter. Second reading is scheduled for the first meeting in October, with the actual closing to take place on October 15th as per the contract.

FISCAL IMPACT STATEMENT:

City shall receive proceeds from the sale of the property and the property will be returned to the tax rolls for the city.

BACKGROUND:

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Motion to approve Ordinance 2021-13

SUGGESTED MOTION:

Motion to approve Ordinance 2021-13 as written.

ATTACHMENT:

1. Ordinance 2021-13 Sale of 136 Beachcomber
2. Final - warranty deed 136 Beachcomber
3. 136 Beachcomber Commercial Contract -

ORDINANCE 2021-13

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO THE SALE OF CITY REAL ESTATE LOCATED AT 136 BEACHCOMBER ST.; DECLARING PROPERTY AS SURPLUS; ADOPTING EXHIBITS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS, SEVERABILITY, NON-CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Section 2.18 (d) (6) of the *City Charter of the City of Daytona Beach Shores* requires that the conveyance of lands of the City must be accomplished by ordinance; and

WHEREAS, an opportunity has become apparent relative to the potential sale of certain real property owned by the City which property is addressed as 136 Beachcomber Street and assigned Volusia County Parcel Identification Number: 5322-00-04-0043 by the Volusia County Property Appraiser (hereinafter the “Property”) ; and

WHEREAS, the Property is not necessary for any City purpose at the present time or within the reasonably foreseeable future and is therefore declared to be surplus; and

WHEREAS, the City issued an Invitation to Bid in order to advertise the sale of the Property and invite potential purchasers to place a bid on the Property; and

WHEREAS, the City Council of the City of Daytona Beach Shores considered the bids at the August 24, 2021, City Council meeting, and voted to sell the property to Purucker Plaza II LLC; and

WHEREAS, the terms and conditions of the sale, as set forth in the attached purchase and sale agreement are favorable to the City; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Daytona Beach Shores as set forth at Article VIII, Section 2, of the *Constitution of the State of*

Florida; Chapter 166, *Florida Statutes*, and other applicable controlling law to include, but not be limited to, the *City Charter*.

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

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS AND INTENT.

(a). The City Council of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) set forth herein as the legislative and administrative findings and intent of the City Council.

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

SECTION TWO: SALE OF CITY PROPERTY.

The City Council hereby authorizes the sale of the Property referenced in the recitals hereinabove and the exhibits attached hereto in accordance with the terms and conditions set forth therein.

SECTION THREE: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores in terms of the matters relating to the management and disposition of City real property are hereby ratified and affirmed.

SECTION FOUR: CODIFICATION; SCRIVENER'S ERRORS.

(a). The provisions of this Ordinance shall not be codified in the *Code of Ordinances of the City of Daytona Beach Shores*.

(b). 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 parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION SIX: SEVERABILITY.

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

SECTION SEVEN: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

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

Passed on first reading this 28th day of September, 2021.

Adopted on second reading this 12th day of October, 2021.

Prepared by and Return to:
Vose Law Firm LLP
324 W Morse Blvd
Winter Park, FL 32789

Parcel ID: 531606000010

WARRANTY DEED

THIS WARRANTY DEED is made the _____ day of _____, 2021, by the **CITY OF DAYTONA BEACH SHORES, a Florida municipal corporation**, (hereinafter referred to as "**Grantor**") to **1901-1903 S. ATLANTIC LP, a Delaware limited partnership**, (hereinafter referred to as "**Grantee**") whose address is 199 Bay Street, Suite 2900, Box 459, Toronto, Ontario M5L 1G4.

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land, all being situate in Volusia County, Florida, to wit:

Lot 1, Rosalyn Park, according to the map or plat thereof, as recorded in Map Book 8, Page 163, of the Public Records of Volusia County, Florida.

And

Lot 2, Rosalyn Park Plat 2, according to the map or plat thereof, as recorded in Map Book 9, Page 235, of the Public Records of Volusia County, Florida.

And

Lots 1 and 2, Triangle Park Subdivision, according to the map or plat thereof, as recorded in Map Book 9, Page 252, of the Public Records of Volusia County, Florida.

Less and Except from all of the above that part taken for the widening of South Atlantic Avenue a/k/a State Road A 1A.

Also, Less and Except that portion of Lot 1, of Triangle Park Subdivision, according to the map or plat thereof, as recorded in Map Book 9, Page 252, of the Public Records of Volusia County, Florida, described as follows: Commencing at the Northwest corner of said Lot 1, thence, along the South right-of-way line of Frazar Avenue and the North line of said Lot 1, North 89°26'30" East a distance of 28.87 feet to the Point of Beginning; thence continue, along said South right-of-way line and North line of Lot 1, North 89°26'30" East a distance of

20.53 feet to the Westerly right-of-way line of State Road A-1- A (South Atlantic Avenue, an 80' right-of-way); thence, along said Westerly right-of-way line, South 23°30'50" East a distance of 32.49 feet; thence, departing said Westerly right-of- way line, South 89°26'30" West a distance of 33.20 feet; thence North 00°33'30" West a distance of 29.92 feet to the Point of Beginning.

(hereinafter referred to as the **“Property”**).

THAT GRANTOR specifically releases any and all automatic phosphate, metals, minerals and petroleum reservation(s) and right(s) of entry in accordance with Florida Statutes, Section 270.11.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO easements, restrictions and reservations of record, if any. However this reference thereto shall not serve to reimpose same.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered
In the presence of witnesses:

**CITY OF DAYTONA BEACH SHORES, a
Florida municipal corporation**

Signature of Witness #1

By: _____
Nancy Miller, as Mayor

Printed Name of Witness #1

ATTEST:

Signature of Witness #2

By: _____
Cheri Schwab, City Clerk

Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Nancy Miller, as Mayor, attested to by Cheri Schwab, as City Clerk, both of the City of Daytona Beach Shores, a Florida municipal corporation on behalf of the municipal corporation. They are personally known to me or have produced _____ and _____, respectively, as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Commercial Contract

1. PARTIES AND PROPERTY: Purucker Plaza II LLC ("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: \$ 217,500

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

Escrow Agent's address: 324 W Morse Blvd, Winter Park, FL Phone: 4076453735

(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. \$204,150

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 09/29/2021, 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 09/29/2021** 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 10/15/2021 (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 nor 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 estoppel 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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251 **17. DISCLOSURES:**

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

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

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

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

266 **18. RISK OF LOSS:**

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

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

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

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

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

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

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

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

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

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

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
314 this Contract):
315 ☐ Arbitration ☐ Seller Warranty ☐ Existing Mortgage
316 ☐ Section 1031 Exchange ☐ Coastal Construction Control Line ☐ Buyer's Attorney Approval
317 ☐ Property Inspection and Repair ☐ Flood Area Hazard Zone ☐ Seller's Attorney Approval
318 ☐ Seller Representations ☐ Seller Financing ☐ Other _____

319 **23. ADDITIONAL TERMS:**
320 City and Purchaser agree that Purchaser will not raise the cost of rent on existing tenants prior October 1, 2022.
321 Additionally, the City Charter of the City of Daytona Beach Shores requires the City Council to pass an ordinance in order to
322 convey real property. The Commercial Contract is contingent on the passing of a valid ordinance authorizing the sale.
323 _____
324 _____
325 _____
326 _____
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339 _____
340 _____
341 _____

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

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

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

358

Kevin Purucker

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 Date: _____
(Signature of Buyer)

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

360 Title: _____ Telephone: _____

361

Christopher E Purucker

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3PUF-DTMW-QCQ5-X1JQ

 Date: _____
(Signature of Buyer)

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

363 Title: _____ Telephone: _____

364 Buyer's Address for purpose of notice _____

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

366 _____ Date: _____
(Signature of Seller)

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

368 Title: _____ Telephone: _____

369 _____ Date: _____
(Signature of Seller)

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

371 Title: _____ Telephone: _____

372 Seller's Address for purpose of notice: _____

373 Facsimile: _____ Email: _____

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**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 28, 2021 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Consideration for Alternate Member to Planning & Zoning Board

SYNOPSIS:

If the Council so chooses, a motion could be made to select an Alternate to the Planning & Zoning Board from the earlier interviews.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

Council discretion.

RECOMMENDATION:

SUGGESTED MOTION:

I move to select XXX as an Alternate to the Planning & Zoning Board.

ATTACHMENT: None