



# City of Daytona Beach Shores

*"Life is Better Here"*

*"A Premier, Friendly Place to Be"*

## **AGENDA CITY COUNCIL MEETING DECEMBER 14, 2021 6:00 PM, Shores Community Center, 3000 Bellemead Drive Daytona Beach Shores, FL 32118**

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

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
  - A. Employee Service Award - Carlos Rodriguez 5 years
- 6. APPROVAL OF MINUTES**
  - A. City Council Minutes November 9, 2021
- 7. CONSENT AGENDA:**

A. Public Safety October Monthly Report

B. Statewide Mutual Aid Agreement

C. November Public Safety Report

**8. REPORTS OF THE CITY ATTORNEY:**

A. City Attorney Report

**9. REPORTS OF THE CITY MANAGER:**

A. City Manager Report

**10. OLD 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 2021-13 Sale of Property located at 136 Beachcomber.

D. Ordinance 2021-15: Comprehensive Plan Future Land Use Map amendment for  
recently annexed single-family residential property located at 104 Broad Avenue

E. Ordinance 2021-16: Comprehensive Plan Future Land Use Map Amendment-131  
Glen Myra Avenue

F. Ordinance 2021-17: Rezoning application for recently annexed property located at 104  
Broad Avenue

**11. NEW BUSINESS:**

A. Resolution 2021-13

B. Consideration to approve the recommendation from the Opioid Task Force

C. Discussion of City Council desire to purchase property behind Chase Bank

**12. COUNCIL COMMENTS:**

**13. AUDIENCE REMARKS/PUBLIC COMMENTS:**

**14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:**

**15. ADJOURNMENT:**

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-7635364, CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

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

**MINUTES  
CITY COUNCIL MEETING  
November 9, 2021  
3000 Bellemead Drive, Daytona Beach Shores, FL 32118**

**1. CALL TO ORDER BY MAYOR**

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

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

**2. ROLL CALL BY CITY CLERK**

**3. PRAYER**

**4. PLEDGE OF ALLEGIANCE**

**5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**

**6. APPROVAL OF MINUTES**

A. City Council Minutes October 26, 2021

**VICE MAYOR MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Approve the City Council Minutes of October 26, 2021.**

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

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

**7. CONSENT AGENDA:**

A. Bid Waiver-Court 6



B. Renewal of Non-Exclusive Franchise - Creech Enterprises, Inc., dba Southeast Containers

C. Renewal of Non-Exclusive Franchise - Samsula Waste, Inc.

**COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve the consent agenda.**

**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

## **8. REPORTS OF THE CITY ATTORNEY:**

A. City Attorney Report November 9, 2021

Attorney Cary provided a brief summary of the submitted report. It was explained that the comp plan amendment for the Treasure Island property was returned from DEO with two minor notations. The staff is looking at options to address them. It is hoped that a draft Development Order for Treasure Island is received in the next few weeks.

## **9. REPORTS OF THE CITY MANAGER:**

A. City Manager Report November 9, 2021

City Manager Michael Booker read from his staff report. He included information regarding a county-wide pet licensing program. Each city has been requested to support the program to hopefully assist lost pets in returning to their owners quickly. It could also assist with over crowding at local animal shelters. The council instructed the City Manager to bring back a resolution for support.

## **10. OLD BUSINESS:**

A. Ordinance 2021-13 Sale of Property located at 136 Beachcomber.

**COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Continue Ordinance 2021-13 until the meeting of December 14, 2021.**

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

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

B. Ordinance 2021-14: Mobile Food Vehicles

The City Attorney read the ordinance by title. Vice Mayor Lindauer stated that he had no issue with food trucks at construction sites, but felt the use of a Development Agreement created a competitive disadvantage. City Planner Stewart Cruz reviewed the sites that would be allowed through regulation.

**COUNCILMEMBER RICHARD BRYAN moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Adopt Ordinance 2021-14 on second reading.**

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

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

11. **NEW BUSINESS:**

A. Ordinance 2021-15: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 104 Broad Avenue

The City Attorney read the ordinance by title. City Planner Stewart Cruz informed the council that this procedure was a formality after annexation.

**COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD BRYAN to Approve Ordinance 2021-15 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. Ordinance 2021-16: Comprehensive Plan Future Land Use Map Amendment-131 Glen Myra Avenue

The City Attorney read the ordinance by title. City Planner Stewart Cruz explained that this property had been annexed to the city a few years ago, but the land use map was never assigned. The property will be assigned the designation Tourist Oriented Commercial for its use due to the fact it is adjacent to other commercial property owned by the Denisons.

**COUNCILMEMBER RICHARD BRYAN moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve Ordinance 2021-16 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

- C. Ordinance 2021-17: Rezoning application for recently annexed property located at 104 Broad Avenue

The City Attorney read the ordinance by title. City Planner Stewart Cruz stated the property would be rezoned as a single family residential similar to the county's designation.

**COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD BRYAN to Approve Ordinance 2021-17 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

## **12. COUNCIL COMMENTS:**

Mayor Miller stated that she had recently participated in a breast cancer awareness walk that was sponsored by CMBR Politis' law firm. She asked Recreation Director Nancy Maddox to review the upcoming events for the next few months. The Mayor questioned CMBR Bryan regarding a recent TPO meeting item. Votran is proposing to stop service on S. Atlantic Avenue south of Dunlawton Avenue. CMBR Bryan explained that it was his understanding it was just a proposal and not a certainty. He will follow up on this matter. There was a short discussion about whether the city had any Veterans Day celebration planned. The City Manager explained that it has been our practice to hold an Armed Forces Day event due to the many other celebrations in neighboring cities on Veterans Day. CMBR Bryan provided an update on the smoking bill currently filed. Senator Wright has proposed a memorial (similar to a resolution) regarding the high ratio of sodium to potassium in food. He read the memorial in its entirety and would like to see a city resolution in support on the next agenda.

## **13. AUDIENCE REMARKS/PUBLIC COMMENTS:**

Harley, the Mayor from International Falls, Minnesota was in the audience. He has been visiting the city for many years and was interested to learn that the two cities had many things in common.

Jim Cameron informed the council that he was now consulting for the Daytona Chamber of Commerce. He stated that Volusia Days would be held again in Tallahassee on January 25th - 26th. It is a great time to meet the state legislators.

## **14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:**

Ordinance 2021-13 for the Beachcomber property and a Resolution recommended by CMBR Bryan

## **15. ADJOURNMENT:**

The meeting ended at 6:54 pm.

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**MAYOR  
NANCY MILLER**

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**CITY MANAGER  
MICHAEL T. BOOKER**

**ATTEST:**

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**CITY CLERK, CHERI SCHWAB**



# **CITY OF DAYTONA BEACH SHORES**

## **DEPARTMENT OF PUBLIC SAFETY**

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

**Office of Director of Public Safety**

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

### **MONTHLY REPORT FOR OCTOBER 2021**

|                                      | Oct-21 | 21/YTD | Oct-20 | 20/YTD |
|--------------------------------------|--------|--------|--------|--------|
| <i>Police Related Calls</i>          | 2,447  | 20,809 | 2,769  | 22,020 |
| <i>Fire Related Calls</i>            | 22     | 409    | 39     | 451    |
| <i>Rescue Related Calls</i>          | 83     | 954    | 113    | 766    |
| <i>Fire Related Alarms Sounding</i>  | 22     | 128    | 7      | 118    |
| <i>Traffic Citations</i>             | 439    | 2,144  | 373    | 1,964  |
| <i>Written Warnings</i>              | 35     | 78     | 120    | 716    |
| <i>Building Inspections</i>          | 42     | 111    | 37     | 269    |
| <i>Arrests: Adults</i>               | 66     | 335    | 36     | 272    |
| <i>Juveniles</i>                     | 0      | 2      | 0      | 9      |
| <i>City Ordinance Charges</i>        | 0      | 0      | 0      | 0      |
| <i>Florida State Statute Charges</i> | 102    | 577    | 66     | 456    |
| <i>Accidents: Total</i>              | 26     | 232    | 18     | 224    |
| <i>Street/Highway</i>                | 17     | 126    | 8      | 116    |
| <i>Parking Lot</i>                   | 9      | 116    | 10     | 108    |

**Stephan Dembinsky, Public Safety Director** *SD*

# POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2021-10-01 through 2021-10-30

LOCATION: ALL | ZONE: ALL | RD: ALL

| DESCRIPTION              | SIGNAL | TOTAL CALLS | % OF ALL CALLS | DAILY AVG |
|--------------------------|--------|-------------|----------------|-----------|
| TRAFFIC STOP             | TS     | 563         | 23.01 %        | 18.77     |
| MISCELLANEOUS LE CALL    | MISC   | 424         | 17.33 %        | 14.13     |
| EXTRA PATROL             | EP     | 372         | 15.20 %        | 12.40     |
| PROPERTY CHECK           | PRC    | 302         | 12.34 %        | 10.07     |
| SUSP PERSON              | SPER   | 73          | 2.98 %         | 2.43      |
| SUSP VEHICLE             | SVEH   | 53          | 2.17 %         | 1.77      |
| TELEPHONE HANDLE         | THC    | 47          | 1.92 %         | 1.57      |
| SUSPECT STOP             | SS     | 38          | 1.55 %         | 1.27      |
| INVESTIGATION            | INV    | 28          | 1.14 %         | 0.93      |
| DISTURBANCE              | DIST   | 27          | 1.10 %         | 0.90      |
| MEDICAL EMERGENCY        | MED1   | 26          | 1.06 %         | 0.87      |
| FIRE ALARM               | ALARMF | 22          | 0.90 %         | 0.73      |
| SUSP INCIDENT            | SINC   | 22          | 0.90 %         | 0.73      |
| ILLEGAL PARKING          | PARK   | 20          | 0.82 %         | 0.67      |
| RADAR                    | RADAR  | 19          | 0.78 %         | 0.63      |
| TRESPASSERS              | TRES   | 17          | 0.69 %         | 0.57      |
| CIVIL COMPLAINT          | CIVIL  | 16          | 0.65 %         | 0.53      |
| WALKUP                   | WALKUP | 16          | 0.65 %         | 0.53      |
| MVA                      | MV     | 14          | 0.57 %         | 0.47      |
| RECKLESS DRIVER          | RD     | 14          | 0.57 %         | 0.47      |
| WALK & TALK              | WT     | 14          | 0.57 %         | 0.47      |
| FLAG DOWN                | FLAG   | 13          | 0.53 %         | 0.43      |
| WARRANT                  | WAR    | 13          | 0.53 %         | 0.43      |
| 911 CK/OPEN LINE         | 911CK  | 12          | 0.49 %         | 0.40      |
| BUSINESS ALARM           | ALARMB | 12          | 0.49 %         | 0.40      |
| DIRECTED PATROL REQUEST  | DPR    | 12          | 0.49 %         | 0.40      |
| NOISE                    | NOISE  | 12          | 0.49 %         | 0.40      |
| WELL BEING CHECK         | WBC    | 12          | 0.49 %         | 0.40      |
| ZONE ACCOUNTABILITY PATR | ZAP    | 12          | 0.49 %         | 0.40      |
| HIT&RUN MVA              | MVHR   | 11          | 0.45 %         | 0.37      |
| NARCOTICS                | NARC   | 11          | 0.45 %         | 0.37      |
| ROAD OBSTRUCTION         | RDOB   | 10          | 0.41 %         | 0.33      |
| ASSAULT/BATTERY          | ABAT   | 9           | 0.37 %         | 0.30      |
| DOMESTIC DISTURBANCE     | DV     | 8           | 0.33 %         | 0.27      |
| FOUND PROPERTY           | PROPF  | 8           | 0.33 %         | 0.27      |
| MEDICAL NON-EMERG        | MED    | 8           | 0.33 %         | 0.27      |
| INFORMATION GIVEN        | INFO   | 7           | 0.29 %         | 0.23      |
| SPECIAL DETAIL           | SDL    | 7           | 0.29 %         | 0.23      |
| ELEVATOR CALL            | ELEV   | 6           | 0.25 %         | 0.20      |
| TRAUMA EMERGENCY         | TRAU1  | 6           | 0.25 %         | 0.20      |
| ANIMAL COMPLAINT         | AC     | 5           | 0.20 %         | 0.17      |
| DISABLED VEHICLE         | DAV    | 5           | 0.20 %         | 0.17      |
| DRUNK DRIVER             | DUI    | 5           | 0.20 %         | 0.17      |
| DRUNK PERSON             | IP     | 5           | 0.20 %         | 0.17      |
| FIGHT                    | FIGHT  | 5           | 0.20 %         | 0.17      |
| JUVENILE                 | JUV    | 5           | 0.20 %         | 0.17      |

# POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2021-10-01 through 2021-10-30

LOCATION: ALL | ZONE: ALL | RD: ALL

| DESCRIPTION              | SIGNAL | TOTAL CALLS | % OF ALL CALLS | DAILY AVG |
|--------------------------|--------|-------------|----------------|-----------|
| LOST PROPERTY            | PROPL  | 5           | 0.20 %         | 0.17      |
| ESCORT                   | ESCORT | 4           | 0.16 %         | 0.13      |
| FLEEING DRIVER           | FLEE   | 4           | 0.16 %         | 0.13      |
| MENTALLY ILL PER         | MIP    | 4           | 0.16 %         | 0.13      |
| SCHOOL ZONE              | SZ     | 4           | 0.16 %         | 0.13      |
| STROKE / CVA             | CVA    | 4           | 0.16 %         | 0.13      |
| TOWED VEHICLE            | TOW    | 4           | 0.16 %         | 0.13      |
| TRAUMA CRITICAL          | TRAUE  | 4           | 0.16 %         | 0.13      |
| ASSIST                   | ASST   | 3           | 0.12 %         | 0.10      |
| ATT TO CONTACT           | ATC    | 3           | 0.12 %         | 0.10      |
| FALL- NON EMERGENCY      | TRAU3  | 3           | 0.12 %         | 0.10      |
| THEFT                    | THEFT  | 3           | 0.12 %         | 0.10      |
| VANDALISM                | VAND   | 3           | 0.12 %         | 0.10      |
| ASSIST AGENCY            | ASSIST | 2           | 0.08 %         | 0.07      |
| BURGLARY ALARM           | ALARM  | 2           | 0.08 %         | 0.07      |
| CITY ORDINANCE VIOLATION | COV    | 2           | 0.08 %         | 0.07      |
| DEAD PERSON              | DEAD   | 2           | 0.08 %         | 0.07      |
| FIRST AID CALL           | FAID   | 2           | 0.08 %         | 0.07      |
| HARRASSING CALLS         | HCALL  | 2           | 0.08 %         | 0.07      |
| MEDICAL UNKNOWN          | ALARMM | 2           | 0.08 %         | 0.07      |
| MVA W/ INJURIES          | MVI    | 2           | 0.08 %         | 0.07      |
| RECOVERED SIG 10         | SVR    | 2           | 0.08 %         | 0.07      |
| REPOSSESSED VEH          | REPO   | 2           | 0.08 %         | 0.07      |
| SEX OFFENSE              | SO     | 2           | 0.08 %         | 0.07      |
| SHOPLIFTING              | SHOP1  | 2           | 0.08 %         | 0.07      |
| STEP ZONE                | STP    | 2           | 0.08 %         | 0.07      |
| SUICIDAL PERSON          | SP     | 2           | 0.08 %         | 0.07      |
| SUSPICIOUS VEHICLE       | SVEH1  | 2           | 0.08 %         | 0.07      |
| TRAUMA NON EMERG         | TRAU   | 2           | 0.08 %         | 0.07      |
| ALCOHOL VIOL             | ALC    | 1           | 0.04 %         | 0.03      |
| BURG/BUSINESS            | BURGB  | 1           | 0.04 %         | 0.03      |
| BURG/RESO                | BURGR  | 1           | 0.04 %         | 0.03      |
| DEPOSITS                 | DEP    | 1           | 0.04 %         | 0.03      |
| DROWNING                 | DROWN  | 1           | 0.04 %         | 0.03      |
| FAILURE TO PAY           | FTP    | 1           | 0.04 %         | 0.03      |
| FRAUD                    | FRAUD  | 1           | 0.04 %         | 0.03      |
| HAZ COND/MAJOR INC       | HZMMI  | 1           | 0.04 %         | 0.03      |
| HIT&RUN ACC W/INJ        | MVHRI  | 1           | 0.04 %         | 0.03      |
| HIT&RUN W/INJ PED        | MVHRPI | 1           | 0.04 %         | 0.03      |
| HOLD UP ALARM            | ALARMH | 1           | 0.04 %         | 0.03      |
| LOST/FOUND PET INFO      | PET    | 1           | 0.04 %         | 0.03      |
| MISC FIRE SERVICE CALL   | MISCF  | 1           | 0.04 %         | 0.03      |
| MISSING PERSON           | MP     | 1           | 0.04 %         | 0.03      |
| MVA MAJOR                | MVMI   | 1           | 0.04 %         | 0.03      |
| NE ASST- FIRE REQ        | LEO2   | 1           | 0.04 %         | 0.03      |
| SOLICITORS               | SOL    | 1           | 0.04 %         | 0.03      |

# POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2021-10-01 through 2021-10-30

LOCATION: ALL | ZONE: ALL | RD: ALL

| DESCRIPTION      | SIGNAL | TOTAL CALLS | % OF ALL CALLS | DAILY AVG |
|------------------|--------|-------------|----------------|-----------|
| STOLEN TAG       | TAGS   | 1           | 0.04 %         | 0.03      |
| STOLEN VEHICLE   | SV     | 1           | 0.04 %         | 0.03      |
| THREATENING CALL | TCALL  | 1           | 0.04 %         | 0.03      |
| UNCONSCIOUS      | UNC    | 1           | 0.04 %         | 0.03      |
| TOTAL CALLS:     |        | 2,447       | 100.00%        | 81.57     |

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



**DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY**

**OCTOBER 2021 STATISTICS**

| FIRE CALLS                           | CURRENT MONTH |        |            | YEAR TO DATE |        |            | PRIOR YEAR |        |            |
|--------------------------------------|---------------|--------|------------|--------------|--------|------------|------------|--------|------------|
|                                      | CITY          | COUNTY | MUTUAL AID | CITY         | COUNTY | MUTUAL AID | CITY       | COUNTY | MUTUAL AID |
| ENGINE RESPONSE                      |               |        |            |              |        |            |            |        |            |
| STRUCTURE FIRES                      | 0             | 0      | 0          | 1            | 0      | 1          | 3          | 0      | 3          |
| HAZARDOUS CONDITIONS                 | 2             | 0      | 0          | 29           | 7      | 0          | 20         | 9      | 1          |
| VEHICLE FIRES                        | 0             | 0      | 0          | 1            | 1      | 1          | 1          | 0      | 0          |
| BOAT FIRES                           | 0             | 0      | 0          | 0            | 0      | 0          | 1          | 0      | 0          |
| OTHER FIRES NOT LISTED               | 0             | 0      | 0          | 14           | 2      | 0          | 7          | 2      | 0          |
| VEHICLE CRASHES<br>W/ENGINE RESPONSE | 1             | 0      | 0          | 7            | 3      | 3          | 5          | 2      | 0          |
| SERVICE CALLS                        | 15            | 0      | 0          | 238          | 23     | 3          | 249        | 40     | 12         |
| FIRE ALARMS                          | 20            | 2      | 0          | 164          | 4      | 0          | 118        | 2      | 3          |
| CANCELLED EN ROUTE                   | 3             | 1      | 0          | 45           | 18     | 20         | 74         | 33     | 37         |
| TOTALS                               | 41            | 3      | 0          | 499          | 58     | 28         | 478        | 88     | 56         |

**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             | 7             | 2         | 70           | 60        | 70         | 99        |
| HOTEL/MOTEL           | 2             | 3         | 37           | 34        | 23         | 28        |
| ASSEMBLY              | 0             | 0         | 2            | 1         | 3          | 2         |
| MERCANTILE            | 3             | 0         | 23           | 3         | 11         | 7         |
| RESTAURANT            | 5             | 1         | 18           | 5         | 13         | 6         |
| BUSINESS              | 7             | 2         | 71           | 10        | 30         | 7         |
| OTHER                 | 6             | 1         | 30           | 3         | 23         | 0         |
| CONSTRUCTION          | 1             | 1         | 39           | 6         | 43         | 6         |
| OCCUPATIONAL LICENSES | 0             | 0         | 0            | 0         | 0          | 0         |
| APARTMENTS/CONDO      | 1             | 0         | 18           | 10        | 7          | 2         |
| TOTALS                | 32            | 10        | 308          | 132       | 223        | 155       |

**PLANS EXAMINATION HOURS: 1 HRS**

**DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY**

**OCTOBER 2021 STATISTICS**

**EMS CALLS**

**CURRENT MONTH**

**YEAR TO DATE**

**PRIOR YEAR**

|           | CITY | COUNTY | MUTUAL<br>AID | CITY | COUNTY | MUTUAL<br>AID | CITY | COUNTY | MUTUAL<br>AID |
|-----------|------|--------|---------------|------|--------|---------------|------|--------|---------------|
| ALS CALLS | 33   | 7      | 3             | 419  | 67     | 11            | 499  | 102    | 7             |
| BLS CALLS | 35   | 5      | 0             | 277  | 64     | 24            | 318  | 73     | 13            |
| TOTALS    | 68   | 12     | 3             | 696  | 131    | 35            | 817  | 175    | 20            |



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

TRAINING SEMINARS ATTENDED

*Month of October 2021*

|                                                                                                  |                   |                                                                      |
|--------------------------------------------------------------------------------------------------|-------------------|----------------------------------------------------------------------|
| <i>Joanne Sweeney</i>                                                                            | <i>10/4-8</i>     | <i>CFA Conference<br/>St. Pete</i>                                   |
| <i>Jacob Franklin</i>                                                                            | <i>10/4-15</i>    | <i>Narcotics &amp; Dangerous Drugs<br/>DSC</i>                       |
| <i>Brianna Doonan<br/>Enrique Rosario<br/>Alexander Salas<br/>Kathryn Gotz<br/>Stephen Black</i> | <i>10/6</i>       | <i>Mental Health First Aid<br/>DSC</i>                               |
| <i>Ashley Epling</i>                                                                             | <i>10/11-15</i>   | <i>Crisis Intervention<br/>DSC</i>                                   |
| <i>Norman Medders<br/>Ryan Bigger</i>                                                            | <i>10/18-22</i>   | <i>Private Fire Protection Systems<br/>State Fire <u>College</u></i> |
| <i>Richard Williams</i>                                                                          | <i>10/18-22</i>   | <i>Speed Measurement<br/>DSC</i>                                     |
| <i>Vincent Castellano</i>                                                                        | <i>10/25-11/8</i> | <i>Line Supervision<br/>Eastern State College</i>                    |
| <i>Molly Billue<br/>Ashley Epling</i>                                                            | <i>10/25-29</i>   | <i>Case preparation &amp; Court<br/>presentation-DSC</i>             |



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

## **MONTHLY REPORT FOR OCTOBER 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 tire valve stem      | veh #112  |
| Replace battery & fuse block | Mower     |
| Replace battery              | veh #A-77 |



STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS  
Governor

JARED MOSKOWITZ  
Director

### **STATEWIDE MUTUAL AID AGREEMENT**

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT (“Division”) and the local government signing this Agreement (the “Participating Parties”). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

#### **ARTICLE I.**

**Definitions.** As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

## **ARTICLE II.**

**Applicability of the Agreement.** A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

## **ARTICLE III.**

**Invocation of the Agreement.** In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

#### **ARTICLE IV.**

**Responsibilities of Requesting Parties.** To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;



C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

#### **ARTICLE V.**

**Responsibilities of Assisting Parties.** Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

## ARTICLE VI.

**Rendition of Assistance.** After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

## **ARTICLE VII.**

**Procedures for Reimbursement.** Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

## **ARTICLE VIII.**

**Costs Eligible for Reimbursement.** The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates ( attached to Form B) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

#### **ARTICLE IX.**

**Insurance.** Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

## **ARTICLE X.**

**General Requirements.** Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

## **ARTICLE XI.**

**Effect of Agreement.** Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the



Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

## **ARTICLE XII.**

**Interpretation and Application of Agreement.** The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.***

**IN WITNESS WHEREOF**, the Participating Parties have duly executed this Agreement on the date specified below:

**FOR ADOPTION BY A COUNTY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director

---

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
County Attorney

**FOR ADOPTION BY A CITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**FOR ADOPTION BY AN EDUCATIONAL DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
STATE OF FLORIDA SCHOOL DISTRICT,

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

**FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY, STATE OF FLORIDA

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board

**FOR ADOPTION BY A SPECIAL DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SPECIAL DISTRICT,  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

**FOR ADOPTION BY AN AUTHORITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

ATTEST:

BOARD OF TRUSTEES OF

\_\_\_\_\_  
AUTHORITY, STATE OF FLORIDA

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board



**FOR ADOPTION BY A NATIVE AMERICAN TRIBE**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_  
TRIBE OF FLORIDA

By: \_\_\_\_\_  
Council Clerk

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Council

**FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
COMMUNITY DEVELOPMENT DISTRICT,  
STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

Date: \_\_\_\_\_

## FORM C

### CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

#### **Authorized Representative Contact Information**

##### Primary Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

##### 1<sup>st</sup> Alternate Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

##### 2<sup>nd</sup> Alternate Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

**\*\*\*PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR\*\*\***

**SAMPLE AUTHORIZING RESOLUTION  
FOR ADOPTION OF  
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_  
\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by  
\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STATEWIDE MUTUAL AID AGREEMENT**  
**Type or print all information except signatures**  
**Form B**

**PART I****TO BE COMPLETED BY THE REQUESTING PARTY**

|                                                                        |  |               |         |                  |                     |             |  |
|------------------------------------------------------------------------|--|---------------|---------|------------------|---------------------|-------------|--|
| Date:                                                                  |  | Time:         |         | HRS              |                     | Mission No: |  |
|                                                                        |  | (local)       |         |                  |                     |             |  |
| Point of Contact:                                                      |  | Telephone No: |         |                  | E-mail address:     |             |  |
| Requesting Party:                                                      |  |               |         | Assisting Party: |                     |             |  |
| Incident Requiring Assistance:                                         |  |               |         |                  |                     |             |  |
| Type of Assistance/Resources Needed (use Part IV for additional space) |  |               |         |                  |                     |             |  |
|                                                                        |  |               |         |                  |                     |             |  |
| Date & Time Resources Needed:                                          |  |               |         |                  | Location (address): |             |  |
| Approximated Date/Time Resources Released:                             |  |               |         |                  |                     |             |  |
| Authorized Official's Name:                                            |  |               |         | Signature:       |                     |             |  |
| Title:                                                                 |  |               | Agency: |                  |                     |             |  |

**PART II****TO BE COMPLETED BY THE ASSISTING PARTY**

|                                          |                              |                                           |                     |                 |                             |
|------------------------------------------|------------------------------|-------------------------------------------|---------------------|-----------------|-----------------------------|
| Contact Person:                          |                              | Telephone No:                             |                     | E-mail address: |                             |
| Type of Assistance Available:            |                              |                                           |                     |                 |                             |
| Date & Time Resources Available          |                              |                                           |                     | To:             |                             |
| Location (address):                      |                              |                                           |                     |                 |                             |
| Approximate Total cost for mission:      | \$                           |                                           |                     |                 |                             |
| Travel: \$                               | Personnel: \$                | Equipment & Materials: \$                 | Contract Rental: \$ |                 |                             |
| Logistics Required from Requesting Party | Yes <input type="checkbox"/> | (Provide information on attached Part IV) |                     |                 | No <input type="checkbox"/> |
| Authorized Official's Name:              |                              |                                           | Title:              |                 |                             |
| Date:                                    |                              | Signature:                                |                     |                 | Local Mission No:           |

**PART III****TO BE COMPLETED BY THE REQUESTING PARTY**

|                             |  |  |         |  |  |
|-----------------------------|--|--|---------|--|--|
| Authorized Official's Name: |  |  | Title:  |  |  |
| Signature:                  |  |  | Agency: |  |  |

**PART IV**

**STATEWIDE MUTUAL AID AGREEMENT**  
Type or print all information except signatures  
Form B (continued)

**MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION**

FEMA’s SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
RECOVERY DIRECTORATE  
PUBLIC ASSISTANCE DIVISION  
WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES  
DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

| FEMA Code ID |                                   | Equipment Description                   |                                       |            |                                                                                                              |      |                   |
|--------------|-----------------------------------|-----------------------------------------|---------------------------------------|------------|--------------------------------------------------------------------------------------------------------------|------|-------------------|
| Cost Code    | Equipment                         | Specifications                          | Capacity or Size                      | HP         | Notes                                                                                                        | Unit | 2019 Updated Rate |
| 8010         | Air Compressor                    | Air Delivery                            | 41 CFM                                | to 10      | Hoses included.                                                                                              | hour | \$ 1.62           |
| 8011         | Air Compressor                    | Air Delivery                            | 103 CFM                               | to 30      | Hoses included.                                                                                              | hour | \$ 9.86           |
| 8012         | Air Compressor                    | Air Delivery                            | 130 CFM                               | to 50      | Hoses included.                                                                                              | hour | \$ 12.49          |
| 8013         | Air Compressor                    | Air Delivery                            | 175 CFM                               | to 90      | Hoses included.                                                                                              | hour | \$ 20.98          |
| 8014         | Air Compressor                    | Air Delivery                            | 400 CFM                               | to 145     | Hoses included.                                                                                              | hour | \$ 32.13          |
| 8015         | Air Compressor                    | Air Delivery                            | 575 CFM                               | to 230     | Hoses included.                                                                                              | hour | \$ 57.05          |
| 8016         | Air Compressor                    | Air Delivery                            | 1100 CFM                              | to 355     | Hoses included.                                                                                              | hour | \$ 95.60          |
| 8017         | Air Compressor                    | Air Delivery                            | 1600 CFM                              | to 500     | Hoses included.                                                                                              | hour | \$ 98.55          |
| 8040         | Ambulance                         |                                         |                                       | to 150     |                                                                                                              | hour | \$ 28.09          |
| 8041         | Ambulance                         |                                         |                                       | to 210     |                                                                                                              | hour | \$ 41.18          |
| 8050         | Board, Arrow                      |                                         |                                       | to 8       | Trailer Mounted.                                                                                             | hour | \$ 4.53           |
| 8051         | Board, Message                    |                                         |                                       | to 5       | Trailer Mounted.                                                                                             | hour | \$ 11.60          |
| 8060         | Auger, Portable                   | Hole Diameter                           | 16 In                                 | to 6       |                                                                                                              | hour | \$ 2.34           |
| 8061         | Auger, Portable                   | Hole Diameter                           | 18 In                                 | to 13      |                                                                                                              | hour | \$ 4.65           |
| 8062         | Auger, Tractor Mntd               | Max. Auger Diameter                     | 36 In                                 | to 13      | Includes digger, boom and mounting hardware.                                                                 | hour | \$ 3.25           |
| 8063         | Auger, Truck Mntd                 | Max. Auger Size                         | 24 In                                 | to 100     | Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate. | hour | \$ 34.93          |
| 8064         | Hydraulic Post Driver             |                                         |                                       |            |                                                                                                              | hour | \$ 35.27          |
| 8065         | Auger                             | Horizontal Directional Boring Machine   | 250 X 100                             | 300        | DD-140B YR-2003                                                                                              | hour | \$ 172.29         |
| 8066         | Auger                             | Horizontal Directional Boring Machine   | 50 X 100                              | 24         | Average to 7,000 lbs                                                                                         | hour | \$ 33.83          |
| 8067         | Auger, Directional Boring Machine | Auger, Directional Boring Machine       | 7,000 - 10,000 lbs                    | 45         | JT920L (2013)                                                                                                | hour | \$ 41.04          |
| 8068         | Bush Hog                          | Bush Hog - Model 326                    | Single Spindle Rotary Cutters         |            |                                                                                                              | hour | \$ 20.61          |
| 8068-1       | Bush Hog                          | Bush Hog - Model 3210                   | Lift, Pull, Semi-Mount & Offset Model |            |                                                                                                              | hour | \$ 28.74          |
| 8068-2       | Bush Hog                          | Bush Hog - Model 2815                   | Flex Wing Rotary Cutters              |            |                                                                                                              | hour | \$ 43.17          |
| 8070         | Automobile                        |                                         |                                       | to 130     | Transporting people.                                                                                         | mile | \$ 0.545          |
| 8071         | Automobile                        |                                         |                                       | to 130     | Transporting cargo.                                                                                          | hour | \$ 12.43          |
| 8072         | Automobile, Police                |                                         |                                       | to 250     | Patrolling.                                                                                                  | mile | \$ 0.545          |
| 8073         | Automobile, Police                |                                         |                                       | to 250     | Stationary with engine running.                                                                              | hour | \$ 16.05          |
| 8075         | Motorcycle, Police                |                                         |                                       |            |                                                                                                              | mile | \$ 0.505          |
| 8076         | Automobile - Chevy Trailblazer    | 6 or 8 cl                               |                                       | 285 to 300 |                                                                                                              | hour | \$ 23.99          |
| 8077         | Automobile - Ford Expedition      | Fire Command Center                     | EcoBoost V-6                          | 360        | 2015 Model                                                                                                   | hour | \$ 19.62          |
| 8078         | MRAP Armored Rescue Vehicle       | Search and Rescue                       | Military Suplus Vehicle               | 375-450    | Qualified foe operational rate on                                                                            | Hr.  | \$ 51.80          |
| 8079         | MRAP C-MTV                        | Multi-Theater (Military Surplus)Vehicle | gvwr 55000 Lbs                        | to 350     | Qualified foe operational rate on                                                                            | Hr.  | \$ 48.35          |

|       |                              |                                         |                       |          |                                     |      |             |
|-------|------------------------------|-----------------------------------------|-----------------------|----------|-------------------------------------|------|-------------|
| 8080  | All Terrain Vehicle (ATV)    | Engine 110cc, 4-Wheel; 20" tyre         |                       | 6.5-7.5  |                                     | hour | \$ 8.23     |
| 8081  | All Terrain Vehicle (ATV)    | Engine 125cc, 4-Wheel; 21" tyre         |                       | 7.6-8.6  |                                     | hour | \$ 8.67     |
| 8082  | All Terrain Vehicle (ATV)    | Engine 150cc, 4-Wheel; 22" tyre         |                       | 9.0-10.0 |                                     | hour | \$ 8.68     |
| 8083  | All Terrain Vehicle (ATV)    | Engine 200cc, 4-Wheel; 24" tyre         |                       | 12-14.0  |                                     | hour | \$ 9.23     |
| 8084  | All Terrain Vehicle (ATV)    | Engine 250cc, 4-Wheel; 24" tyre         |                       | 15-17    |                                     | hour | \$ 9.81     |
| 8085  | All Terrain Vehicle (ATV)    | Engine 300cc, 4-Wheel; 24" tyre         |                       | 18-20    |                                     | hour | \$ 10.66    |
| 8086  | All Terrain Vehicle (ATV)    | Engine 400cc. 4-Wheel; 25" tyre         |                       | 26-28    |                                     | hour | \$ 12.20    |
| 8087  | All Terrain Vehicle (ATV)    | Engine 450cc, 4-Wheel; 25" tyre         |                       | 26-28    |                                     | hour | \$ 13.07    |
| 8088  | All Terrain Vehicle (ATV)    | Engine 650cc, 4-Wheel; 25" tyre         |                       | 38-40    |                                     | hour | \$ 13.86    |
| 8089  | All Terrain Vehicle (ATV)    | Engine 750cc, 4-Wheel; 25" tyre         |                       | 44-46    |                                     | hour | \$ 14.79    |
| 8110  | Barge, Deck                  | Size                                    | 50'x35'x7.25'         | 0        | Push by Tug-Boat                    | hour | \$ 52.00    |
| 8111  | Barge, Deck                  | Size                                    | 50'x35'x9'            | 0        | Push by Tug-Boat                    | hour | \$ 61.96    |
| 8112  | Barge, Deck                  | Size                                    | 120'x45'x10'          | 0        | Push by Tug-Boat                    | hour | \$ 109.97   |
| 8113  | Barge, Deck                  | Size                                    | 160'x45'x11"          | 0        | Push by Tug-Boat                    | hour | \$ 136.90   |
| 8120  | Boat, Tow                    | Size                                    | 55'x20'x5'            | to 870   | Steel.                              | hour | \$ 352.71   |
| 8121  | Boat, Tow                    | Size                                    | 60'x21'x5'            | to 1050  | Steel.                              | hour | \$ 400.32   |
| 8122  | Boat, Tow                    | Size                                    | 70'x30'x7.5'          | to 1350  | Steel.                              | hour | \$ 624.56   |
| 8123  | Boat, Tow                    | Size                                    | 120'x34'x8'           | to 2000  | Steel.                              | hour | \$ 1,181.86 |
| 8124  | Airboat                      | 815AGIS Airboat w/spray unit            | 15'x8'                | 400      |                                     | hour | \$ 32.70    |
| 8125  | Airboat                      | 815AGIS Airboat w/spray unit            | 15'x8'                | 425      |                                     | hour | \$ 33.06    |
| 8126  | Swamp Buggy                  | Conquest                                |                       | 360      |                                     | hour | \$ 41.35    |
| 8130  | Boat, Row                    |                                         |                       | 0        | Heavy duty.                         | hour | \$ 1.46     |
| 8131  | Boat, Runabout               | Size                                    | 13'x5'                | to 50    | Outboard.                           | hour | \$ 12.55    |
| 8132  | Boat, Tender                 | Size                                    | 14'x7'                | to 100   | Inboard with 360 degree drive.      | hour | \$ 16.58    |
| 8133  | Boat, Push                   | Size                                    | 45'x21'x6'            | to 435   | Flat hull.                          | hour | \$ 235.03   |
| 8134  | Boat, Push                   | Size                                    | 54'x21'x6'            | to 525   | Flat hull.                          | hour | \$ 290.74   |
| 8135  | Boat, Push                   | Size                                    | 58'x24'x7.5'          | to 705   | Flat hull.                          | hour | \$ 355.70   |
| 8136  | Boat, Push                   | Size                                    | 64'x25'x8'            | to 870   | Flat hull.                          | hour | \$ 359.36   |
| 8140  | Boat, Tug                    | Length                                  | 16 Ft                 | to 100   |                                     | hour | \$ 47.35    |
| 8141  | Boat, Tug                    | Length                                  | 18 Ft                 | to 175   |                                     | hour | \$ 70.55    |
| 8142  | Boat, Tug                    | Length                                  | 26 Ft                 | to 250   |                                     | hour | \$ 90.10    |
| 8143  | Boat, Tug                    | Length                                  | 40 Ft                 | to 380   |                                     | hour | \$ 215.09   |
| 8144  | Boat, Tug                    | Length                                  | 51 Ft                 | to 700   |                                     | hour | \$ 302.01   |
| 8145  | Jet Ski                      | 3-seater                                |                       |          |                                     | hour | \$ 27.70    |
| 8146  | Jet Ski                      |                                         |                       |          |                                     | hour | \$ 8.60     |
| 8147  | Boat, Inflatable Rescue Raft | Zodiac                                  |                       | 0        |                                     | hour | \$ 1.13     |
| 8148  | Boat, Runabout               | 1544 lbs                                | 11 passenger capacity | 190-250  |                                     | hour | \$ 65.51    |
| 8149  | Boat, removable engine       | 2000 Johnson Outboard Motor w 15" shaft |                       | 15       |                                     | hour | \$ 1.58     |
| 8151  | Broom, Pavement              | Broom Length                            | 96 In                 | to 100   |                                     | hour | \$ 30.41    |
| 8153  | Broom, Pavement, Mntd        | Broom Length                            | 72 In                 | to 18    | Add Prime Mover cost for total rate | hour | \$ 6.24     |
| 8154  | Broom, Pavement, Pull        | Broom Length                            | 84 In                 | to 20    | Add Prime Mover cost for total rate | hour | \$ 23.75    |
| 8155  | Broom, Pavement              | Broom Length                            | 72 In                 | to 35    |                                     | hour | \$ 25.28    |
| 8157  | Sweeper, Pavement            |                                         |                       | to 110   |                                     | hour | \$ 78.79    |
| 8158  | Sweeper, Pavement            |                                         |                       | to 230   |                                     | hour | \$ 102.03   |
| 8180  | Bus                          |                                         |                       | to 150   |                                     | hour | \$ 21.60    |
| 8181  | Bus                          |                                         |                       | to 210   |                                     | hour | \$ 25.82    |
| 8182  | Bus                          |                                         |                       | to 300   |                                     | hour | \$ 39.65    |
| 8183  | Blower                       | Gasoline powered Toro Pro Force         |                       | 27       |                                     | hour | \$ 15.40    |
| 8183x | Mosquito Sprayer             | 2015 Adapco Guardian 95 ES              | 15-gal; 350 lbs       |          |                                     | hour | \$ 18.83    |
| 8184  | Back-Pack Blower             |                                         |                       | to 4.4   |                                     | hour | \$ 1.53     |
| 8185  | Walk-Behind Blower           |                                         |                       | 13       |                                     | hour | \$ 6.83     |
| 8187  | Chainsaw                     | Bar Length = 20 in                      | 3.0 cu in             | 2.7      |                                     | hour | \$ 1.91     |
| 8188  | Chainsaw                     | Bar Length = 20 in                      | 5.0 cu in             |          |                                     | hour | \$ 2.59     |
| 8189  | Chainsaw                     | Bar Length = 20 in                      | 6.0 cu in             | 3.4      |                                     | hour | \$ 2.77     |



|      |                                             |                                                                   |             |        |                                                       |      |           |
|------|---------------------------------------------|-------------------------------------------------------------------|-------------|--------|-------------------------------------------------------|------|-----------|
| 8190 | Chain Saw                                   | Bar Length = 16 in                                                | 2.5 cu in   | 2.4    |                                                       | hour | \$ 1.80   |
| 8191 | Chain Saw (STIHL)                           | Bar Length = 25 in                                                | 7.5 cu in   | 3.62   |                                                       | hour | \$ 3.73   |
| 8192 | Chain Saw, Pole                             | Bar Length = 18 in                                                | 4.0 cu in   | 3.2    |                                                       | hour | \$ 2.10   |
| 8193 | Skidder                                     | model 748 E                                                       |             | to 173 |                                                       | hour | \$ 56.25  |
| 8194 | Skidder                                     | model 648 G11                                                     |             | to 177 |                                                       | hour | \$ 105.44 |
| 8195 | Cutter, Brush                               | Cutter Size                                                       | 8 ft        | to 150 |                                                       | hour | \$ 119.52 |
| 8196 | Cutter, Brush                               | Cutter Size                                                       | 8 ft        | to 190 |                                                       | hour | \$ 134.74 |
| 8197 | Cutter, Brush                               | Cutter Size                                                       | 10 ft       | to 245 |                                                       | hour | \$ 142.31 |
| 8198 | Bruncher Cutter                             | Cutter, Brush - 247 hp, 1997 Model 511 Feller                     |             | to 247 |                                                       | hour | \$ 193.95 |
| 8199 | Log Trailer                                 | 40 ft                                                             |             | 0      |                                                       | hour | \$ 10.15  |
| 8200 | Chipper, Brush                              | Chipping Capacity                                                 | 6 In        | to 35  | Trailer Mounted.                                      | hour | \$ 8.97   |
| 8201 | Chipper, Brush                              | Chipping Capacity                                                 | 9 In        | to 65  | Trailer Mounted.                                      | hour | \$ 17.06  |
| 8202 | Chipper, Brush                              | Chipping Capacity                                                 | 12 In       | to 100 | Trailer Mounted.                                      | hour | \$ 24.89  |
| 8203 | Chipper, Brush                              | Chipping Capacity                                                 | 15 In       | to 125 | Trailer Mounted.                                      | hour | \$ 35.75  |
| 8204 | Chipper, Brush                              | Chipping Capacity                                                 | 18 In       | to 200 | Trailer Mounted.                                      | hour | \$ 50.41  |
| 8208 | Loader - Tractor - Knuckleboom              | model Barko 595 ML                                                |             | to 173 |                                                       | hour | \$ 169.74 |
| 8209 | Loader - Wheel                              | model 210 w/ Buck Saw 50 inch Bar                                 |             | to 240 |                                                       | hour | \$ 98.48  |
| 8210 | Clamshell & Dragline, Crawler               |                                                                   | 149,999 lbs | to 235 | Bucket not included in rate.                          | hour | \$ 134.68 |
| 8211 | Clamshell & Dragline, Crawler               |                                                                   | 250,000 lbs | to 520 | Bucket not included in rate.                          | hour | \$ 178.82 |
| 8212 | Clamshell & Dragline, Truck                 |                                                                   |             | to 240 | Bucket not included in rate.                          | hour | \$ 147.05 |
| 8218 | BOMAG Compactor                             | BW100AD-3                                                         |             | 33     |                                                       | Hour | \$ 24.80  |
| 8219 | Compactor -2-Ton Pavement Roller            | Single Drum Vibratoty Compactor                                   | to 2.9 Ton  | 28     |                                                       | hour | \$ 28.72  |
| 8220 | Compactor                                   |                                                                   |             | to 10  |                                                       | hour | \$ 15.92  |
| 8221 | Compactor, towed, Vibratory Drum            |                                                                   |             | to 45  | Plus tow Truck                                        | hour | \$ 33.56  |
| 8222 | Compactor, Vibratory, Drum                  |                                                                   |             | to 75  |                                                       | hour | \$ 24.09  |
| 8223 | Compactor, pneumatic, wheel                 |                                                                   |             | to 100 |                                                       | hour | \$ 26.90  |
| 8225 | Compactor, Sanitation                       |                                                                   |             | to 300 |                                                       | hour | \$ 96.11  |
| 8226 | Compactor, Sanitation                       |                                                                   |             | to 400 |                                                       | hour | \$ 154.63 |
| 8227 | Compactor, Sanitation                       |                                                                   |             | 535    |                                                       | hour | \$ 264.25 |
| 8228 | Compactor, towed, Pneumatic, Wheel          | Hercules PT-11,                                                   | 10,000 lbs  |        | 11-Wheels (Towed)                                     | hour | \$ 18.48  |
| 8229 | Compactor,Towed Steel Drum Static Compactor | GTD-54120                                                         | 20,000 lbs  |        | Grid Drum (Towed)                                     | hour | \$ 16.22  |
| 8240 | Feeder, Grizzly                             |                                                                   |             | to 35  |                                                       | hour | \$ 25.47  |
| 8241 | Feeder, Grizzly                             |                                                                   |             | to 55  |                                                       | hour | \$ 33.55  |
| 8242 | Feeder, Grizzly                             |                                                                   |             | to 75  |                                                       | hour | \$ 65.18  |
| 8250 | Dozer, Crawler                              | Deere 450J LT                                                     |             | to 75  |                                                       | hour | \$ 54.20  |
| 8251 | Dozer, Crawler                              | Deere 650K LGP; ROPS/FOPS                                         |             | to 105 |                                                       | hour | \$ 65.14  |
| 8252 | Dozer, Crawler                              |                                                                   |             | to 160 |                                                       | hour | \$ 98.77  |
| 8253 | Dozer, Crawler                              |                                                                   |             | to 250 |                                                       | hour | \$ 153.35 |
| 8254 | Dozer, Crawler                              |                                                                   |             | to 360 |                                                       | hour | \$ 218.47 |
| 8255 | Dozer, Crawler                              | Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi-U |             | to 574 |                                                       | hour | \$ 317.49 |
| 8256 | Dozer, Crawler                              |                                                                   |             | to 850 |                                                       | hour | \$ 358.48 |
| 8260 | Dozer, Wheel                                |                                                                   |             | to 300 |                                                       | hour | \$ 66.26  |
| 8261 | Dozer, Wheel                                |                                                                   |             | to 400 |                                                       | hour | \$ 101.22 |
| 8262 | Dozer, Wheel                                |                                                                   |             | to 500 |                                                       | hour | \$ 184.08 |
| 8263 | Dozer, Wheel                                |                                                                   |             | to 625 |                                                       | hour | \$ 239.31 |
| 8269 | Box Scraper                                 | 3 hitch attach for tractor; 2007 Befco                            |             | 0      |                                                       | hour | \$ 3.65   |
| 8270 | Bucket, Clamshell                           | Capacity                                                          | 1.0 CY      | 0      | Includes teeth. Does not include Clamshell & Dragline | hour | \$ 4.64   |
| 8271 | Bucket, Clamshell                           | Capacity                                                          | 2.5 CY      | 0      | Includes teeth. Does not include Clamshell & Dragline | hour | \$ 8.81   |
| 8272 | Bucket, Clamshell                           | Capacity                                                          | 5.0 CY      | 0      | Includes teeth. Does not include Clamshell & Dragline | hour | \$ 13.19  |
| 8273 | Bucket, Clamshell                           | Capacity                                                          | 7.5 CY      | 0      | Includes teeth. Does not include Clamshell & Dragline | hour | \$ 23.31  |
| 8275 | Bucket, Dragline                            | Capacity                                                          | 2.0 CY      | 0      | Does not include Clamshell & Dragline                 | hour | \$ 3.98   |
| 8276 | Bucket, Dragline                            | Capacity                                                          | 5.0 CY      | 0      | Does not include Clamshell & Dragline                 | hour | \$ 9.93   |

|      |                            |                               |                    |         |                                          |      |           |
|------|----------------------------|-------------------------------|--------------------|---------|------------------------------------------|------|-----------|
| 8277 | Bucket, Dragline           | Capacity                      | 10 CY              | 0       | Does not include Clamshell & Dragline    | hour | \$ 14.19  |
| 8278 | Bucket, Dragline           | Capacity                      | 14 CY              | 0       | Does not include Clamshell & Dragline    | hour | \$ 18.72  |
| 8280 | Excavator, Hydraulic       | Bucket Capacity               | 0.5 CY             | to 45   | Crawler, Truck & Wheel. Includes bucket. | hour | \$ 18.97  |
| 8281 | Excavator, Hydraulic       | Bucket Capacity               | 1.0 CY             | to 90   | Crawler, Truck & Wheel. Includes bucket. | hour | \$ 36.06  |
| 8282 | Excavator, Hydraulic       | Bucket Capacity               | 1.5 CY             | to 160  | Crawler, Truck & Wheel. Includes bucket. | hour | \$ 55.30  |
| 8283 | Excavator, Hydraulic       | Bucket Capacity               | 2.5 CY             | to 265  | Crawler, Truck & Wheel. Includes bucket. | hour | \$ 158.86 |
| 8284 | Excavator, Hydraulic       | Bucket Capacity               | 4.5 CY             | to 420  | Crawler, Truck & Wheel. Includes bucket. | hour | \$ 264.64 |
| 8285 | Excavator, Hydraulic       | Bucket Capacity               | 7.5 CY             | to 650  | Crawler, Truck & Wheel. Includes bucket. | hour | \$ 304.91 |
| 8286 | Excavator, Hydraulic       | Bucket Capacity               | 12 CY              | to 1000 | Crawler, Truck & Wheel. Includes bucket. | hour | \$ 466.41 |
| 8287 | Excavator                  | 2007 model Gradall XL3100 III |                    | 184     |                                          | hour | \$ 102.62 |
| 8288 | Excavator                  | 2003 model Gradall XL4100 III |                    | 238     |                                          | hour | \$ 117.66 |
| 8289 | Excavator                  | 2006 model Gradall XL5100     |                    | 230     |                                          | hour | \$ 109.03 |
| 8290 | Trowel, Concrete           | Diameter                      | 48 In              | to 12   |                                          | hour | \$ 4.94   |
| 8300 | Fork Lift                  | Capacity                      | 6000 Lbs           | to 60   |                                          | hour | \$ 14.73  |
| 8301 | Fork Lift                  | Capacity                      | 12000 Lbs          | to 90   |                                          | hour | \$ 21.12  |
| 8302 | Fork Lift                  | Capacity                      | 18000 Lbs          | to 140  |                                          | hour | \$ 28.79  |
| 8303 | Fork Lift                  | Capacity                      | 50000 Lbs          | to 215  |                                          | hour | \$ 63.25  |
| 8306 | Fork Lift Material handler | Diesel, CAT TH360B            | 6600-11500 gvr lbs | 94.9    | 3.1- 3.5 Mton                            | hour | \$ 44.62  |
| 8307 | Fork Lift Material handler | Diesel, CAT TH460B            | 9000 Lbs           | 94.9    | 4.5 - 4.9 Mton                           | hour | \$ 51.93  |
| 8308 | Fork Lift Material handler | Diesel, CAT TH560B            | 10000 Lbs          | 117.5   | 4.5 - 4.9 Mton                           | hour | \$ 56.14  |
| 8309 | Fork Lift Accessory        | 2003 ACS Paddle Fork          |                    | 0       |                                          | hour | \$ 3.53   |
| 8310 | Generator                  | Prime Output                  | 5.5 KW             | to 10   |                                          | hour | \$ 5.36   |
| 8311 | Generator                  | Prime Output                  | 16 KW              | to 25   |                                          | hour | \$ 7.81   |
| 8312 | Generator                  | Prime Output                  | 60KW               | to 88   |                                          | hour | \$ 25.56  |
| 8313 | Generator                  | Prime Output                  | 100 KW             | to 125  |                                          | hour | \$ 43.60  |
| 8314 | Generator                  | Prime Output                  | 150 KW             | to 240  |                                          | hour | \$ 62.83  |
| 8315 | Generator                  | Prime Output                  | 210 KW             | to 300  |                                          | hour | \$ 85.70  |
| 8316 | Generator                  | Prime Output                  | 280 KW             | to 400  |                                          | hour | \$ 103.34 |
| 8317 | Generator                  | Prime Output                  | 350 KW             | to 500  |                                          | hour | \$ 114.23 |
| 8318 | Generator                  | Prime Output                  | 530 KW             | to 750  |                                          | hour | \$ 202.00 |
| 8319 | Generator                  | Prime Output                  | 710 KW             | to 1000 |                                          | hour | \$ 225.34 |
| 8327 | Generator                  | Prime Output                  | 800 KW             | 1065    |                                          | hour | \$ 232.46 |
| 8328 | Generator                  | Prime Output                  | 900 KW             | 1355    |                                          | hour | \$ 295.15 |
| 8329 | Generator                  | Prime Output                  | 1000 KW            | 1000    | Open                                     | hour | \$ 356.94 |
| 8320 | Generator                  | Prime Output                  | 1100 KW            | 1645    | Open                                     | hour | \$ 393.43 |
| 8321 | Generator                  | Prime Output                  | 2500 KW            | to 3000 |                                          | hour | \$ 553.78 |
| 8322 | Generator                  | Prime Output                  | 1,000 KW           | to 1645 | Enclosed                                 | hour | \$ 450.78 |
| 8323 | Generator                  | Prime Output                  | 1,500 KW           | to 2500 | Enclosed                                 | hour | \$ 583.01 |
| 8324 | Generator                  | Prime Output                  | 1100KW             | 2500    | Enclosed                                 | hour | \$ 567.48 |
| 8325 | Generator                  | Prime Output                  | 40KW               | 63      | Open                                     | hour | \$ 23.16  |
| 8326 | Generator                  | Prime Output                  | 20KW               | 35      | Open/Closeed                             | hour | \$ 18.05  |
| 8327 | Generator Large            | Prime Output                  | 80 KW              | 120     |                                          | Hr.  | \$ 31.65  |
| 8328 | Generator Heavy Duty       | Prime Output                  | 2000KW             |         | Open                                     | Hr.  | \$ 490.00 |
| 8330 | Graders                    | Moldboard Size                | 10 Ft              | to 110  | Includes Rigid and Articulate equipment. | hour | \$ 43.98  |
| 8331 | Graders                    | Moldboard Size                | 12 Ft              | to 150  | Includes Rigid and Articulate equipment. | hour | \$ 63.63  |
| 8332 | Graders                    | Moldboard Size                | 14 Ft              | to 225  | Includes Rigid and Articulate equipment. | hour | \$ 80.43  |
| 8350 | Hose, Discharge            | Diameter                      | 3 In               | 0       | Per 25 foot length. Includes couplings.  | hour | \$ 0.16   |
| 8351 | Hose, Discharge            | Diameter                      | 4 In               | 0       | Per 25 foot length. Includes couplings.  | hour | \$ 0.24   |
| 8352 | Hose, Discharge            | Diameter                      | 6 In               | 0       | Per 25 foot length. Includes couplings.  | hour | \$ 0.62   |
| 8353 | Hose, Discharge            | Diameter                      | 8 In               | 0       | Per 25 foot length. Includes couplings.  | hour | \$ 0.62   |

|      |                                  |                                     |                  |            |                                         |      |           |
|------|----------------------------------|-------------------------------------|------------------|------------|-----------------------------------------|------|-----------|
| 8354 | Hose, Discharge                  | Diameter                            | 12 In            | 0          | Per 25 foot length. Includes couplings. | hour | \$ 0.92   |
| 8355 | Hose, Discharge                  | Diameter                            | 16 In            | 0          | Per 25 foot length. Includes couplings. | hour | \$ 1.71   |
| 8356 | Hose, Suction                    | Diameter                            | 3 In             | 0          | Per 25 foot length. Includes couplings. | hour | \$ 0.31   |
| 8357 | Hose, Suction                    | Diameter                            | 4 In             | 0          | Per 25 foot length. Includes couplings. | hour | \$ 0.37   |
| 8358 | Hose, Suction                    | Diameter                            | 6 In             | 0          | Per 25 foot length. Includes couplings. | hour | \$ 1.17   |
| 8359 | Hose, Suction                    | Diameter                            | 8 In             | 0          | Per 25 foot length. Includes couplings. | hour | \$ 1.11   |
| 8360 | Hose, Suction                    | Diameter                            | 12 In            | 0          | Per 25 foot length. Includes couplings. | hour | \$ 1.73   |
| 8361 | Hose, Suction                    | Diameter                            | 16 In            | 0          | Per 25 foot length. Includes couplings. | hour | \$ 3.29   |
| 8380 | Loader, Crawler                  | Bucket Capacity                     | 0.5 CY           | to 32      | Includes bucket.                        | hour | \$ 19.59  |
| 8381 | Loader, Crawler                  | Bucket Capacity                     | 1 CY             | to 60      | Includes bucket.                        | hour | \$ 36.87  |
| 8382 | Loader, Crawler                  | Bucket Capacity                     | 2 CY             | to 118     | Includes bucket.                        | hour | \$ 69.24  |
| 8383 | Loader, Crawler                  | Bucket Capacity                     | 3 CY             | to 178     | Includes bucket.                        | hour | \$ 103.22 |
| 8384 | Loader, Crawler                  | Bucket Capacity                     | 4 CY             | to 238     | Includes bucket.                        | hour | \$ 123.73 |
| 8390 | Loader, Wheel                    | Bucket Capacity                     | 0.5 CY           | to 38      |                                         | hour | \$ 20.80  |
| 8391 | Loader, Wheel                    | Bucket Capacity                     | 1 CY             | to 60      |                                         | hour | \$ 41.33  |
| 8392 | Loader, Wheel                    | Bucket Capacity                     | 2 CY             | to 105     | CAT-926                                 | hour | \$ 38.10  |
| 8393 | Loader, Wheel                    | Bucket Capacity                     | 3 CY             | to 152     |                                         | hour | \$ 46.17  |
| 8394 | Loader, Wheel                    | Bucket Capacity                     | 4 CY             | 232        |                                         | hour | \$ 76.27  |
| 8395 | Loader, Wheel                    | Bucket Capacity                     | 5 CY             | 255        |                                         | hour | \$ 79.50  |
| 8396 | Loader, Wheel                    | Bucket Capacity                     | 6 CY             | to 305     |                                         | hour | \$ 116.12 |
| 8397 | Loader, Wheel                    | Bucket Capacity                     | 7 CY             | to 360     |                                         | hour | \$ 129.40 |
| 8398 | Loader, Wheel                    | Bucket Capacity                     | 8 CY             | to 530     |                                         | hour | \$ 188.87 |
| 8401 | Loader, Tractor, Wheel           | Bucket Capacity                     | 0.87 CY          | to 80      | Case 580 Super L                        | hour | \$ 37.13  |
| 8410 | Mixer, Concrete Portable         | Batching Capacity                   | 10 Cft           | 8          | Diesel Powered                          | hour | \$ 3.13   |
| 8411 | Mixer, Concrete Portable         | Batching Capacity                   | 12 Cft           | 11         | Gasoline Powered                        | hour | \$ 4.31   |
| 8412 | Mixer, Concrete, Trailer Mntd    | Batching Capacity                   | 11 Cft           | to 10      |                                         | hour | \$ 15.32  |
| 8413 | Mixer, Concrete, Trailer Mntd    | Batching Capacity                   | 16 Cft           | to 25      |                                         | hour | \$ 20.47  |
| 8414 | Truck, Concrete Mixer            | Mixer Capacity                      | 13 CY            | to 300     |                                         | hour | \$ 84.71  |
| 8419 | Hand-Held, Pavement Breakers     | Weight                              | 25~90 Lbs        | 0          | Air Tool/Electric Power                 | hour | \$ 1.12   |
| 8420 | Self-Propelled Pavement Breaker, |                                     |                  | to 70-80   | Self-Propelled (Diesel)                 | hour | \$ 59.54  |
| 8421 | Vibrator, Concrete               | Hand Held                           |                  | to 4       |                                         | hour | \$ 1.63   |
| 8423 | Spreader, Chip                   | Spread Hopper Width                 | 12.5 Ft          | to 152     |                                         | hour | \$ 90.67  |
| 8424 | Spreader, Chip                   | Spread Hopper Width                 | 16.5 Ft          | to 215     |                                         | hour | \$ 125.19 |
| 8425 | Spreader, Chip, Mntd             | Hopper Size                         | 8 Ft             | to 8       | Trailer & truck mounted.                | hour | \$ 4.77   |
| 8430 | Paver, Asphalt, Towed            |                                     |                  | 0          | Does not include Prime Mover.           | hour | \$ 12.67  |
| 8431 | Paver, Asphalt                   | Crawler                             |                  | to 50      | Includes wheel and crawler equipment.   | hour | \$ 76.41  |
| 8432 | Paver, Asphalt                   | Crawler                             |                  | to 125     | Includes wheel and crawler equipment.   | hour | \$ 96.52  |
| 8433 | Paver, Asphalt                   | Crawler                             |                  | to 175     | Includes wheel and crawler equipment.   | hour | \$ 144.69 |
| 8434 | Paver, Asphalt                   |                                     | 35,000Lbs & Over | to 250     | Includes wheel and crawler equipment.   | hour | \$ 224.01 |
| 8436 | Pick-up, Asphalt                 |                                     |                  | to 110     |                                         | hour | \$ 98.06  |
| 8437 | Pick-up, Asphalt                 | Cederapids                          | CR MS-2          | 113 to 140 | Asphalt-Pick-up Machine                 | hour | \$ 140.59 |
| 8438 | Pick-up, Asphalt                 | Blaw-Knox                           | MC-330           | 184 to 200 | Asphalt-Pick-up Machine                 | hour | \$ 189.75 |
| 8439 | Pick-up, Asphalt                 |                                     | MTV 1000C        | to 275     | Asphalt-Pick-up Machine                 | hour | \$ 214.03 |
| 8440 | Striper                          | Paint Capacity                      | 40 Gal           | to 22      |                                         | hour | \$ 16.92  |
| 8441 | Striper                          | Paint Capacity                      | 90 Gal           | to 60      |                                         | hour | \$ 24.24  |
| 8442 | Striper                          | Paint Capacity                      | 120 Gal          | to 122     |                                         | hour | \$ 45.28  |
| 8445 | Striper, Truck Mntd              | Paint Capacity                      | 120 Gal          | to 460     |                                         | hour | \$ 83.35  |
| 8446 | Striper, Walk-behind             | Paint Capacity                      | 12 Gal           | 5          |                                         | hour | \$ 4.23   |
| 8447 | Paver accessory -Belt Extension  | 2002 Leeboy Conveyor Belt Extension | 24' X 50'        | 0          | crawler                                 | hour | \$ 33.48  |
| 8450 | Plow, Snow, Grader Mntd          | Width                               | to 10 Ft         | 0          | Include Grader for total cost           | hour | \$ 28.28  |
| 8451 | Plow, Snow, Grader Mntd          | Width                               | to 14 Ft         | 0          | Include Grader for total cost           | hour | \$ 33.21  |



|      |                                  |                              |                          |        |                                                                                        |      |           |
|------|----------------------------------|------------------------------|--------------------------|--------|----------------------------------------------------------------------------------------|------|-----------|
| 8452 | Plow, Truck Mntd                 | Width                        | to 15 Ft                 | 0      | Include truck for total cost                                                           | hour | \$ 25.23  |
| 8453 | Plow, Truck Mntd                 | Width                        | to 15 Ft                 | 0      | With leveling wing. Include truck for total cost                                       | hour | \$ 41.04  |
| 8455 | Spreader, Sand                   | Mounting                     | Tailgate, Chassis        | 0      | Truck not included                                                                     | hour | \$ 8.24   |
| 8456 | Spreader, Sand                   | Mounting                     | Dump Body                | 0      | Truck not included                                                                     | hour | \$ 10.55  |
| 8457 | Spreader, Sand                   | Mounting                     | Truck (10yd)             | 0      | Truck not included                                                                     | hour | \$ 13.41  |
| 8458 | Spreader, Chemical               | Capacity                     | 5 CY                     | to 4   | Trailer & truck mounted.                                                               | hour | \$ 6.30   |
| 8469 | Pump - Trash Pump                | 10 MTC                       | 2" Pump                  | to 7   | 10,000 gph                                                                             | hour | \$ 7.87   |
| 8470 | Pump                             | Centrifugal, 8M pump         | 2" - 10,000 gal/hr.      | to 4.5 | Hoses not included.                                                                    | hour | \$ 6.31   |
| 8471 | Pump                             | Diaphragm pump               | 2" - 3,000 gal/hr.       | to 6   | Hoses not included.                                                                    | hour | \$ 6.98   |
| 8472 | Pump                             | Centrifugal, 18M pump        | 3" - 18,000 gal/hr. pump | to 10  | Hoses not included.                                                                    | hour | \$ 8.05   |
| 8473 | Pump                             |                              |                          | to 15  | Hoses not included.                                                                    | hour | \$ 12.08  |
| 8474 | Pump                             |                              |                          | to 25  | Hoses not included.                                                                    | hour | \$ 13.77  |
| 8475 | Pump                             |                              |                          | to 40  | Hoses not included.                                                                    | hour | \$ 16.98  |
| 8476 | Pump                             | 4" - 40,000 gal/hr.          | 4" - 40,000 gal/hr.      | to 60  | Hoses not included.                                                                    | hour | \$ 27.45  |
| 8477 | Pump                             |                              |                          | to 95  | Hoses not included.                                                                    | hour | \$ 32.77  |
| 8478 | Pump                             |                              |                          | to 140 | Hoses not included.                                                                    | hour | \$ 41.84  |
| 8479 | Pump                             |                              |                          | to 200 | Hoses not included.                                                                    | hour | \$ 50.79  |
| 8480 | Pump                             |                              |                          | to 275 | Does not include Hoses.                                                                | hour | \$ 68.33  |
| 8481 | Pump                             |                              |                          | to 350 | Does not include Hoses.                                                                | hour | \$ 81.66  |
| 8482 | Pump                             |                              |                          | to 425 | Does not include Hoses.                                                                | hour | \$ 99.01  |
| 8483 | Pump                             |                              |                          | to 500 | Does not include Hoses.                                                                | hour | \$ 117.21 |
| 8484 | Pump                             |                              |                          | to 575 | Does not include Hoses.                                                                | hour | \$ 136.53 |
| 8485 | Pump                             |                              |                          | to 650 | Does not include Hoses.                                                                | hour | \$ 154.88 |
| 8486 | Aerial Lift, Truck Mntd          | Max. Platform Height         | 40 Ft                    |        | Add this rate to truck rate for total lift and truck rate                              | hour | \$ 11.63  |
| 8487 | Aerial Lift, Truck Mntd          | Max. Platform Height         | 61 Ft                    |        | Add this rate to truck rate for total lift and truck rate                              | hour | \$ 21.99  |
| 8488 | Aerial Lift, Truck Mntd          | Max. Platform Height         | 80 Ft                    |        | Add this rate to truck rate for total lift and truck rate                              | hour | \$ 39.80  |
| 8489 | Aerial Lift, Truck Mntd          | Max. Platform Load - 600Lbs  | 81 Ft -100 Ft. Ht.       |        | Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate | hour | \$ 42.16  |
| 8490 | Aerial Lift, Self-Propelled      | Max. Platform Height         | 37 Ft. Ht.               | to 15  | Articulated, Telescoping, Scissor.                                                     | hour | \$ 9.02   |
| 8491 | Aerial Lift, Self-Propelled      | Max. Platform Height         | 60 Ft. Ht.               | to 30  | Articulated, Telescoping, Scissor.                                                     | hour | \$ 17.39  |
| 8492 | Aerial Lift, Self-Propelled      | Max. Platform Height         | 70 Ft. Ht.               | to 50  | Articulated, Telescoping, Scissor.                                                     | hour | \$ 31.57  |
| 8493 | Aerial Lift, Self-Propelled      | Max. Platform Height         | 125 Ft. Ht.              | to 85  | Articulated and Telescoping.                                                           | hour | \$ 56.70  |
| 8494 | Aerial Lift, Self-Propelled      | Max. Platform Height         | 150 Ft. Ht.              | to 130 | Articulated and Telescoping.                                                           | hour | \$ 73.90  |
| 8495 | I.C. Aerial Lift, Self-Propelled | Max. Platform Load - 500 Lbs | 75"x155", 40Ft Ht.       | to 80  | 2000 Lbs Capacity                                                                      | hour | \$ 29.71  |
| 8496 | Crane, Truck Mntd                | Max. Lift Capacity           | 24000 Lbs                | 0      | Include truck rate for total cost                                                      | hour | \$ 16.54  |
| 8497 | Crane, Truck Mntd                | Max. Lift Capacity           | 36000 Lbs                | 0      | Include truck rate for total cost                                                      | hour | \$ 23.17  |
| 8498 | Crane, Truck Mntd                | Max. Lift Capacity           | 60000 Lbs                | 0      | Include truck rate for total cost                                                      | hour | \$ 37.46  |
| 8499 | Pump - Trash-Pump                | CPB Rating - 10MTC           | 10000 gal/Hr             | 7      | Self- Priming Trash Pump                                                               | hour | \$ 7.76   |
| 8500 | Crane                            | Max. Lift Capacity           | 8 MT                     | to 80  |                                                                                        | hour | \$ 40.75  |
| 8501 | Crane                            | Max. Lift Capacity           | 15 MT                    | to 150 |                                                                                        | hour | \$ 67.83  |
| 8502 | Crane                            | Max. Lift Capacity           | 50 MT                    | to 200 |                                                                                        | hour | \$ 93.95  |
| 8503 | Crane                            | Max. Lift Capacity           | 70 MT                    | to 300 |                                                                                        | hour | \$ 180.23 |
| 8504 | Crane                            | Max. Lift Capacity           | 110 MT                   | to 350 |                                                                                        | hour | \$ 258.23 |
| 8510 | Saw, Concrete                    | Blade Diameter               | 14 In                    | to 14  |                                                                                        | hour | \$ 7.62   |
| 8511 | Saw, Concrete                    | Blade Diameter               | 26 In                    | to 35  |                                                                                        | hour | \$ 12.47  |
| 8512 | Saw, Concrete                    | Blade Diameter               | 48 In                    | to 65  |                                                                                        | hour | \$ 26.81  |
| 8513 | Saw, Rock                        | Blade Diameter               |                          | to 100 |                                                                                        | hour | \$ 35.13  |
| 8514 | Saw, Rock                        | Blade Diameter               |                          | to 200 |                                                                                        | hour | \$ 68.85  |
| 8517 | Jackhammer (Dry)                 | Weight Class                 | 25-45 Lbs                | 0      | Pneumatic Powered                                                                      | hour | \$ 1.77   |
| 8518 | Jackhammer (Wet)                 | Weight Class                 | 30-55 Lbs                | 0      | Pneumatic Powered                                                                      | hour | \$ 2.02   |
| 8521 | Scraper                          | Scraper Capacity             | 15 CY                    | to 262 |                                                                                        | hour | \$ 133.80 |
| 8522 | Scraper                          | Scraper Capacity             | 22 CY                    | to 365 |                                                                                        | hour | \$ 174.30 |
| 8523 | Scraper                          | Scraper Capacity             | 34 CY                    | to 500 |                                                                                        | hour | \$ 322.77 |

|      |                           |                                      |                                  |         |                                                                                                 |      |           |
|------|---------------------------|--------------------------------------|----------------------------------|---------|-------------------------------------------------------------------------------------------------|------|-----------|
| 8524 | Scraper                   | Scraper Capacity                     | 44 CY                            | to 604  |                                                                                                 | hour | \$ 354.84 |
| 8540 | Loader, Skid-Steer        | Operating Capacity                   | 976 - 1250 Lbs                   | to 36   |                                                                                                 | hour | \$ 26.83  |
| 8541 | Loader, Skid-Steer        | Operating Capacity                   | 1751 - 2200 Lbs                  | to 66   |                                                                                                 | hour | \$ 35.47  |
| 8542 | Loader, Skid-Steer        | Operating Capacity                   | 2901 to 3300 Lbs                 | to 81   |                                                                                                 | hour | \$ 38.72  |
| 8550 | Snow Blower, Truck Mntd   | Capacity                             | 600 Tph                          | to 75   | Does not include truck                                                                          | hour | \$ 35.39  |
| 8551 | Snow Blower, Truck Mntd   | Capacity                             | 1400 Tph                         | to 200  | Does not include truck                                                                          | hour | \$ 94.72  |
| 8552 | Snow Blower, Truck Mntd   | Capacity                             | 2000 Tph                         | to 340  | Does not include truck                                                                          | hour | \$ 143.88 |
| 8553 | Snow Blower, Truck Mntd   | Capacity                             | 2500 Tph                         | to 400  | Does not include truck                                                                          | hour | \$ 156.93 |
| 8558 | Snow Thrower, Walk Behind | Cutting Width                        | 25 in                            | to 5    |                                                                                                 | hour | \$ 2.97   |
| 8559 | Snow Thrower, Walk Behind | Cutting Width                        | 60 in                            | to 15   |                                                                                                 | hour | \$ 14.47  |
| 8560 | Snow Blower               | Capacity                             | 2,000 Tph                        | to 400  |                                                                                                 | hour | \$ 234.49 |
| 8561 | Snow Blower               | Capacity                             | 2,500 Tph                        | to 500  |                                                                                                 | hour | \$ 256.20 |
| 8562 | Snow Blower               | Capacity                             | 3,500 Tph                        | to 600  |                                                                                                 | hour | \$ 285.56 |
| 8563 | The Vammas 4500           | Snow Remover                         | 26ft Plow, 20ft Broom + Airblast | 428     | Equip with Plow & Broom                                                                         | hour | \$ 260.00 |
| 8564 | The Vammas 5500           | RM300                                | 96"W x 20"D                      | 350     | Soil Stabilization, Reclaimer                                                                   | hour | \$ 212.00 |
| 8565 | Oshkosh Pavement Sweeper  | H-Series                             |                                  | 420     | Equip with Broom                                                                                | hour | \$ 229.00 |
| 8569 | Dust Control De-Ice Unit  | 1300-2000 gal                        | 173"Lx98"Wx51"H                  | 5.5     | Hydro Pump w/100' 1/2" hose                                                                     | hour | \$ 3.54   |
| 8570 | Loader-Backhoe, Wheel     | Loader Bucket Capacity               | 0.5 CY                           | to 40   | Loader and Backhoe Buckets included.                                                            | hour | \$ 23.95  |
| 8571 | Loader-Backhoe, Wheel     | Loader Bucket Capacity               | 1 CY                             | to 70   | Loader and Backhoe Buckets included.                                                            | hour | \$ 33.36  |
| 8572 | Loader-Backhoe, Wheel     | Loader Bucket Capacity               | 1.5 CY                           | to 95   | Loader and Backhoe Buckets included.                                                            | hour | \$ 43.46  |
| 8573 | Loader-Backhoe, Wheel     | Loader Bucket Capacity               | 1.75 CY                          | to 115  | Loader and Backhoe Buckets included.                                                            | hour | \$ 49.55  |
| 8580 | Distributor, Asphalt      | Tank Capacity Mounted on Trailer     | 550 Gal                          | 16      | burners, insulated tank, and circulating spray bar.                                             | hour | \$ 14.97  |
| 8581 | Distributor, Asphalt      | Tank Capacity Mounted on Trailer     | 1000 Gal                         | 38      | Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate. | hour | \$ 22.45  |
| 8582 | Distributor, Asphalt      | Tank Capacity Mounted on Truck       | 4000 Gal                         |         | Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate. | hour | \$ 32.52  |
| 8583 | Distributor               | ETNYRE Oil Distributor Model - PB348 |                                  | 300     |                                                                                                 | hour | \$ 43.57  |
| 8584 | Distributor               | ETNYRE Quad Chip Spreader            |                                  | 280     |                                                                                                 | hour | \$ 90.67  |
| 8590 | Trailer, Dump             | Capacity                             | 20 CY                            | 0       | Does not include Prime Mover.                                                                   | hour | \$ 13.13  |
| 8591 | Trailer, Dump             | Capacity                             | 30 CY                            | 0       | Does not include Prime Mover.                                                                   | hour | \$ 13.37  |
| 8600 | Trailer, Equipment        | Capacity                             | 30 Tons                          | 0       |                                                                                                 | hour | \$ 16.71  |
| 8601 | Trailer, Equipment        | Capacity                             | 40 Tons                          | 0       |                                                                                                 | hour | \$ 18.49  |
| 8602 | Trailer, Equipment        | Capacity                             | 60 Tons                          | 0       |                                                                                                 | hour | \$ 19.30  |
| 8603 | Trailer, Equipment        | Capacity                             | 120 Tons                         | 0       |                                                                                                 | hour | \$ 30.52  |
| 8610 | Trailer, Water            | Tank Capacity                        | 4000 Gal                         | 0       | Includes a centrifugal pump with sump and a rear spraybar.                                      | hour | \$ 15.85  |
| 8611 | Trailer, Water            | Tank Capacity                        | 6000 Gal                         | 0       | Includes a centrifugal pump with sump and a rear spraybar.                                      | hour | \$ 19.49  |
| 8612 | Trailer, Water            | Tank Capacity                        | 10000 Gal                        | 0       | Includes a centrifugal pump with sump and a rear spraybar.                                      | hour | \$ 22.76  |
| 8613 | Trailer, Water            | Tank Capacity                        | 14000 Gal                        | 0       | Includes a centrifugal pump with sump and a rear spraybar.                                      | hour | \$ 28.39  |
| 8614 | Truck- Water Tanker       | 1000 gal. tank                       |                                  | 175     |                                                                                                 | hour | \$ 35.84  |
| 8620 | Tub Grinder               |                                      |                                  | to 440  |                                                                                                 | hour | \$ 98.30  |
| 8621 | Tub Grinder               |                                      |                                  | to 630  |                                                                                                 | hour | \$ 148.62 |
| 8622 | Tub Grinder               |                                      |                                  | to 760  |                                                                                                 | hour | \$ 189.56 |
| 8623 | Tub Grinder               |                                      |                                  | to 1000 |                                                                                                 | hour | \$ 332.79 |
| 8627 | Horizontal Grinder        | Model HG6000                         |                                  | 630     |                                                                                                 | hour | \$ 59.12  |
| 8628 | Stump Grinder             | 1988 Vermeer SC-112                  |                                  | 102     |                                                                                                 | hour | \$ 48.59  |
| 8629 | Stump Grinder             | 24" grinding wheel                   |                                  | 110     |                                                                                                 | hour | \$ 46.31  |
| 8630 | Sprayer, Seed             | Working Capacity                     | 750 Gal                          | to 30   | Trailer & truck mounted. Does not include Prime Mover.                                          | hour | \$ 14.78  |
| 8631 | Sprayer, Seed             | Working Capacity                     | 1250 Gal                         | to 50   | Trailer & truck mounted. Does not include Prime Mover.                                          | hour | \$ 19.74  |
| 8632 | Sprayer, Seed             | Working Capacity                     | 3500 Gal                         | to 115  | Trailer & truck mounted. Does not include Prime Mover.                                          | hour | \$ 32.52  |
| 8633 | Mulcher, Trailer Mntd     | Working Capacity                     | 7 TPH                            | to 35   |                                                                                                 | hour | \$ 15.59  |

|        |                                                       |                                                  |                                      |         |                                                                  |      |           |
|--------|-------------------------------------------------------|--------------------------------------------------|--------------------------------------|---------|------------------------------------------------------------------|------|-----------|
| 8634   | Mulcher, Trailer Mntd                                 | Working Capacity                                 | 10 TPH                               | to 55   |                                                                  | hour | \$ 23.12  |
| 8635   | Mulcher, Trailer Mntd                                 | Working Capacity                                 | 20 TPH                               | to 120  |                                                                  | hour | \$ 33.58  |
| 8636   | Scraper                                               | Soil Recycler WR 2400                            | w 317 gal fuel tank                  | 563     |                                                                  | hour | \$ 265.76 |
| 8637   | Trailer CAT                                           | Double Belly Bottom-dump Trailer                 | 26 CY of soil in one dump            | 330     | 13 CY of soil each berry                                         | hour | \$ 95.10  |
| 8638   | Rake                                                  | Barber Beach Sand Rake 600HDr, towed             |                                      | 0       | Towed by Beach vehicle                                           | hour | \$ 15.78  |
| 8639   | Chipper                                               | Wildcat 626 Cougar Trommel Screen chipper w belt |                                      | 125     |                                                                  | hour | \$ 35.38  |
| 8640   | Trailer, Office                                       | Trailer Size                                     | 8' x 24'                             | 0       | Cargo Size 16ft                                                  | hour | \$ 2.31   |
| 8641   | Trailer, Office                                       | Trailer Size                                     | 8' x 32'                             | 0       | Cargo Size 24ft                                                  | hour | \$ 2.76   |
| 8642   | Trailer, Office                                       | Trailer Size                                     | 10' x 32'                            | 0       | Cargo Size 20ft                                                  | hour | \$ 3.69   |
| 8643   | Trailer                                               | Haz-Mat Equipment trailer                        | 8'x18'                               | 0       | Move by Tractor to Location                                      | hour | \$ 38.88  |
| 8644   | Trailer, Covered Utility Trailer                      | (7' X 16')                                       |                                      | 0       | Move by Tractor to Location                                      | hour | \$ 5.88   |
| 8645   | Trailer, Dodge Ram                                    | 8' x 24' shower trailer- 12 showers              |                                      | 101     |                                                                  | hour | \$ 30.33  |
| 8646   | Trailer, Dodge                                        | 8' x 32' flatbed water                           | 25,000 MGWV                          | 200     | 4x2-Axle                                                         | hour | \$ 28.60  |
| 8650   | Trencher                                              |                                                  |                                      | to 40   | Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.           | hour | \$ 16.91  |
| 8651   | Trencher                                              |                                                  |                                      | to 85   | Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.           | hour | \$ 29.53  |
| 8654   | Trencher accessories                                  | 2008 Griswold Trenchbox                          |                                      | 0       |                                                                  | hour | \$ 1.96   |
| 8660   | Plow, Cable                                           | Plow Depth                                       | 24 in                                | to 30   |                                                                  | hour | \$ 13.77  |
| 8661   | Plow, Cable                                           | Plow Depth                                       | 36 in                                | to 65   |                                                                  | hour | \$ 40.07  |
| 8662   | Plow, Cable                                           | Plow Depth                                       | 48 in                                | to 110  |                                                                  | hour | \$ 44.60  |
| 8670   | Derrick, Hydraulic Digger                             | Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic        | Lift Capacity 15,500 Lbs             | 275     | Includes hydraulic pole alignment attachment. Include truck rate | hour | \$ 35.07  |
| 8671   | Derrick, Hydraulic Digger                             | Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic         | Lift Capacity 26,700 Lbs             | 310     | Includes hydraulic pole alignment attachment. Include truck rate | hour | \$ 56.12  |
| 8672   | Movax SP-60                                           | 28-32 ton Head                                   | 134KW                                | 178     | Sonic Sidegrip Vibratory Pile Driver                             | Hour | \$ 109.20 |
| 8680   | Truck, Fire -Industrial -112Ft Ladder Aerial Platform | Pump/Tank Capacity                               | 3000gpm/1000 gal Water or Foam       | 600     | 2-1000gpm Nozzles 1-Each side of Platform                        | Hour | \$ 198.30 |
| 8681   | Truck, Fire, Engine Type-1                            | Pump/Tank Capacity                               | 1000GPM/300gal                       |         | Engine, with Pump & Roll                                         | hour | \$ 140.00 |
| 8682   | Truck, Fire, Engine Type-2                            | Pump/Tank Capacity                               | 500GPM/300gal                        |         | Engine, with Pump & Roll                                         | hour | \$ 132.00 |
| 8683   | Truck, Fire, Ladder(48ft)(Type-III)                   | Pump/Tank Capacity                               | 150gpm/500gal,                       | 115-149 | Hose 1-1/2"D 500' Long                                           | hour | \$ 119.30 |
| 8684   | Truck, Fire, Aerial (Cummins IXL9)100Ft Ladder        | Pump/Tank Capacity                               | 2000gpm/500gal                       | 450     | 1500gpm Monitor/nozzle                                           | hour | \$ 178.00 |
| 8685   | Truck, Fire, Ladder(48ft)(Type-I)                     | Pump/Tank Capacity                               | 1000gpm/400gal, 500gpm Master Stream | 200-250 | Hose 2-1/2"D 1200' Long                                          | hour | \$ 154.00 |
| 8686   | Truck, Fire, Ladder(48ft)(Type-II)                    | Pump/Tank Capacity                               | 500gpm/300gal,                       | 100-199 | Hose 2-1/2"D 1000' Long                                          | hour | \$ 131.50 |
| 8687   | Truck, Fire, Support Water Tender S1                  | Pump/Tank Capacity                               | 300GPM/4000+gal                      | 115-149 | S1 Water Tender                                                  | hour | \$ 114.50 |
| 8688   | Truck, Fire, Support Water Tender S2                  | Pump/Tank Capacity                               | 200GPM/2500+gal                      |         | S2 Water Tender                                                  | hour | \$ 103.50 |
| 8689   | Truck, Fire, Support Water Tender S3                  | Pump/Tank Capacity                               | 200GPM/1000+gal                      |         | S3 Water Tender                                                  | hour | \$ 79.00  |
| 8690   | Truck, Fire - Water Tender                            | Pump Capacity                                    | 1000 GPM @150 psi                    |         |                                                                  | hour | \$ 70.33  |
| 8691   | Truck, Fire, Tanker                                   | Pump/Tank Capacity                               | 1250 GPM/2500 gal                    | 500     |                                                                  | hour | \$ 74.57  |
| 8692   | Truck, Fire, Pumper                                   | Pump/Tank Capacity                               | 1500 GPM/1000 gal                    | 500     |                                                                  | hour | \$ 81.10  |
| 8693   | Truck, Fire, Pumper                                   | Pump Capacity                                    | 2000 GPM                             |         |                                                                  | hour | \$ 84.04  |
| 8694   | Truck, Fire Aerial Ladder (75Ft)                      | Pump/Tank Capacity                               | 1500GPM/600 gal                      | 475     |                                                                  | hour | \$ 121.00 |
| 8695   | Truck, Fire Aerial Ladder (150Ft)                     | Ladder length                                    | 150 FT                               |         | No Platform,                                                     | hour | \$ 146.43 |
| 8696   | Truck, Fire (Rescure)                                 | No Ladder                                        |                                      | 330     | Rescure Equipment                                                | hour | \$ 96.36  |
| 8697   | Truck, Fire, Tactical Water Tender T1                 | Pump/Tank Capacity                               | 250GPM/2000+gal                      | 175     |                                                                  | hour | \$ 119.50 |
| 8698   | Truck, Fire, Tactical Water Tender T2                 | Pump/Tank Capacity                               | 250GPM/1000+gal                      |         |                                                                  | hour | \$ 102.67 |
| 8699   | Truck, Fire, Engine Type-3                            | Pump/Tank Capacity                               | 150GPM/500gal                        |         | Engine, with Pump & Roll                                         | hour | \$ 126.50 |
| 8700   | Truck, Flatbed                                        | Maximum Gvw                                      | 15000 Lbs                            | to 200  | Diesel Engine                                                    | hour | \$ 25.46  |
| 8701   | Truck, Flatbed                                        | Maximum Gvw                                      | 25000 Lbs                            | to 275  | Gasoline Engine                                                  | hour | \$ 40.36  |
| 8701-1 | Truck, Flatbed                                        | Maximum Gvw                                      | 25000 Lbs                            | 200     | Diesel Engine                                                    | hour | \$ 28.55  |
| 8702   | Truck, Flatbed                                        | Maximum Gvw                                      | 30000 Lbs                            | 217     | Diesel Engine                                                    | hour | \$ 32.90  |
| 8703   | Truck, Flatbed                                        | Maximum Gvw                                      | 45000 Lbs                            | to 380  | Diesel Engine                                                    | hour | \$ 52.73  |
| 8708   | Trailer, semi                                         | 48ft to 53ft, flat-bed, freight, two axle        | 50,000+ gvw                          | 0       |                                                                  | hour | \$ 8.67   |
| 8709   | Trailer, semi                                         | enclosed 48 ft to 53 ft, two axles               | 50,000+ gvw                          | 0       | Enclosed                                                         | hour | \$ 9.82   |
| 8710   | Trailer, semi                                         | 28ft, single axle, freight                       | 25,000 gvw                           | 0       |                                                                  | hour | \$ 10.01  |



|        |                                |                                                    |                           |           |                                       |      |           |
|--------|--------------------------------|----------------------------------------------------|---------------------------|-----------|---------------------------------------|------|-----------|
| 8711   | Flat bed utility trailer       | 6 ton                                              |                           | 0         |                                       | hour | \$ 3.21   |
| 8712   | Cleaner, Sewer/Catch Basin     | Hopper Capacity                                    | 5 CY                      | 50        | Truck Mounted. (350 gal)              | hour | \$ 25.51  |
| 8713   | Cleaner, Sewer/Catch Basin     | Hopper Capacity                                    | 14 CY                     | 60        | Truck Mounted. (1500 Gal)             | hour | \$ 32.02  |
| 8714   | Vactor-Combined Sewer Cleaning | 800 Gal Spoils/400 Gal Water                       | 500/800 gal               | 190       | with water & waste Tanks              | hour | \$ 85.10  |
| 8714-1 | Vector Combine Vaccum Truck    | 1500 gal Water                                     | 15 Cu Yd                  | 330       | with water & waste Tanks              | hour | \$ 86.94  |
| 8715   | Truck, Hydro Vac               | model LP555DT                                      | 36 - Hp pump              | 36        | Towed by tractor                      | hour | \$ 18.50  |
| 8716   | Leaf Vac                       | Tow by Truck 22,000 cfm capacity                   |                           | 85        | Leaf Vac + Truck Code 8811            | hour | \$ 52.93  |
| 8717   | Truck, Vacuum                  | 60,000 GVW                                         |                           | 400       |                                       | hour | \$ 76.72  |
| 8719   | Litter Picker                  | model 2007 Barber                                  |                           | 0         | Towed by tractor                      | hour | \$ 9.60   |
| 8720   | Truck, Dump                    | Struck Capacity                                    | 8 CY                      | to 220    |                                       | hour | \$ 57.70  |
| 8721   | Truck, Dump                    | Struck Capacity                                    | 10 CY                     | to 320    |                                       | hour | \$ 72.05  |
| 8722   | Truck, Dump                    | Struck Capacity                                    | 12 CY                     | to 400    |                                       | hour | \$ 79.62  |
| 8723   | Truck, Dump                    | Struck Capacity                                    | 14 CY                     | to 400    |                                       | hour | \$ 77.50  |
| 8724   | Truck, Dump, Off Highway       | Struck Capacity                                    | 28 CY                     | to 450    |                                       | hour | \$ 136.57 |
| 8725   | Truck, Dump                    | Struck Capacity                                    | 18 CY                     | to 400    |                                       | hour | \$ 91.65  |
| 8730   | Truck, Garbage                 | Capacity                                           | 25 CY                     | to 255    |                                       | hour | \$ 49.79  |
| 8731   | Truck, Garbage                 | Capacity                                           | 32 CY                     | to 325    |                                       | hour | \$ 57.06  |
| 8733   | E-BAM Services                 | Environmental Beta Attenuation Air Monitor         |                           | 0         | Powered by Solar System               | hour | \$ 3.07   |
| 8734   | Attenuator, safety             | that can stop a vehicle at 60 mph                  |                           | 0         |                                       | hour | \$ 5.64   |
| 8735   | Truck, Attenuator              | 2004 Truck Mounted for 60 mph                      |                           | 0         |                                       | hour | \$ 3.89   |
| 8736   | Truck, tow                     | 1987 Chevy Kodiak 70                               |                           | 175       |                                       | hour | \$ 28.73  |
| 8744   | Van, Custom                    | Special Service Canteen Truck                      |                           | 350       |                                       | hour | \$ 18.35  |
| 8745   | Van, step                      | model MT10FD                                       |                           | 300       |                                       | hour | \$ 22.05  |
| 8746   | Van-up to 15 passenger         | light duty, class 1                                |                           | 225-300   |                                       | hour | \$ 20.48  |
| 8747   | Van-up to 15 passenger         | light duty, class 2                                |                           | 225-300   |                                       | hour | \$ 20.77  |
| 8748   | Van-cargo                      | light duty, class 1                                |                           | 225 - 300 |                                       | hour | \$ 22.44  |
| 8749   | Van-cargo                      | light duty, class 2                                |                           | 225-300   |                                       | hour | \$ 22.68  |
| 8750   | Vehicle, Small                 |                                                    |                           | to 30     |                                       | hour | \$ 6.41   |
| 8753   | Vehicle, Recreational          |                                                    |                           | to 10     |                                       | hour | \$ 2.87   |
| 8754   | <a href="#">Motor Coach</a>    | GVW=50534                                          | 56 Passenger + 1-Driver   | 430       | Passenger Transportation              | Hour | \$ 63.94  |
| 8755   | Golf Cart                      | Capacity                                           | 2 person                  | 0         | Battery operated                      | hour | \$ 3.80   |
| 8770   | Welder, Portable               |                                                    |                           | to 16     | Includes ground cable and lead cable. | hour | \$ 4.11   |
| 8771   | Welder, Portable               |                                                    |                           | to 34     | Includes ground cable and lead cable. | hour | \$ 7.21   |
| 8772   | Welder, Portable               |                                                    |                           | to 50     | Includes ground cable and lead cable. | hour | \$ 13.66  |
| 8773   | Welder, Portable               |                                                    |                           | to 80     | Includes ground cable and lead cable. | hour | \$ 13.75  |
| 8780   | Truck, Water                   | Tank Capacity                                      | 2500 Gal                  | to 175    | Include pump and rear spray system.   | hour | \$ 31.05  |
| 8781   | Truck, Water                   | Tank Capacity                                      | 4000 Gal                  | to 250    | Include pump and rear spray system.   | hour | \$ 56.57  |
| 8788   | Container & roll off truck     | Roll off Truck                                     | 30 yds,                   | 200       | Roll-off-Truck only                   | hour | \$ 23.73  |
| 8789   | Truck, Tractor                 | 1997 Freightliner F120                             |                           | 430       |                                       | hour | \$ 56.81  |
| 8790   | Truck, Tractor                 | 4 x 2                                              | 25000 lbs                 | to 210    |                                       | hour | \$ 43.43  |
| 8791   | Truck, Tractor                 | 4 x 2                                              | 35000 lbs                 | to 330    |                                       | hour | \$ 47.57  |
| 8792   | Truck, Tractor                 | 6 x 2                                              | 45000 lbs                 | to 360    |                                       | hour | \$ 52.98  |
| 8794   | Truck, freight                 | Enclosed w/lift gate. Medium duty class 5          | gvwr 16000-19500 Lbs      | 200       | 4 X 2 Axle (D)                        | hour | \$ 27.25  |
| 8795   | Truck, backhoe carrier         | Three axle, class 8, heavy duty                    | over 33000Lbs             | 280       |                                       | hour | \$ 34.56  |
| 8796   | Truck, freight                 | Eenclosed w/lift gate. Heavy duty, class 7         | 26,001 to 33,000 lbs gvwr | 217       | 4 X 2 Axle (D)                        | hour | \$ 31.43  |
| 8798   | Truck                          | Tilt and roll-back, two axle, class 7 heavy duty,  | to 33,000 gvwr            | 217       | 4 X 2 Axle (D)                        | hour | \$ 32.13  |
| 8799   | Truck,                         | Tilt and roll back, three axle. class 8 heavy duty | over 33,001+ gvwr         | 280       | 6 X 4 Axle (D)                        | hour | \$ 42.33  |
| 8800   | Truck, Pickup                  |                                                    |                           |           | When transporting people.             | mile | \$ 0.545  |
| 8801   | Truck, Pickup                  | 1/2-ton Pickup Truck                               | 4x2-Axle                  | 160       |                                       | hour | \$ 12.78  |
| 8802   | Truck, Pickup                  | 1-ton Pickup Truck                                 | 4x2-Axle                  | 234       |                                       | hour | \$ 17.91  |
| 8803   | Truck, Pickup                  | 1 1/4-ton Pickup Truck                             | 4x2-Axle                  | 260       |                                       | hour | \$ 21.10  |
| 8804   | Truck, Pickup                  | 1 1/2-ton Pickup Truck                             | 4x2-Axle                  | 300       |                                       | hour | \$ 23.22  |

|      |                                 |                                                      |                               |            |                                 |      |              |
|------|---------------------------------|------------------------------------------------------|-------------------------------|------------|---------------------------------|------|--------------|
| 8805 | Truck, Pickup                   | 1 3/4-ton Pickup Truck                               | 4x2-Axle                      | 300        |                                 | hour | \$ 24.85     |
| 8806 | Truck, Pickup                   | 3/4-ton Pickup Truck                                 | 4x2-Axle                      | 165        |                                 | hour | \$ 14.32     |
| 8807 | Truck, Pickup                   | 3/4-ton Pickup Truck                                 | 4x4-Axle                      | 285        | Crew                            | hour | \$ 22.64     |
| 8808 | Truck, Pickup                   | 1-ton Pickup Truck                                   | 4x4-Axle                      | 340        | Crew                            | hour | \$ 22.99     |
| 8809 | Truck, Pickup                   | 1 1/4-ton Pickup Truck                               | 4x4-Axle                      | 360        | Crew                            | hour | \$ 26.55     |
| 8810 | Truck, Pickup                   | 1 1/2-ton Pickup Truck                               | 4x4-Axle                      | 362        | Crew                            | hour | \$ 26.82     |
| 8811 | Truck, Pickup                   | 1 3/4-ton Pickup Truck                               | 4x4-Axle                      | 362        | Crew                            | hour | \$ 27.55     |
| 8820 | Skidder accessory               | 2005 JCB Grapple Claw                                |                               | 0          |                                 | hour | \$ 1.75      |
| 8821 | Forklift, accessory             | 2005 ACS Grapple Bucket                              |                               | 0          |                                 | hour | \$ 1.56      |
| 8822 | Truck, Loader                   | Debris/Log (Knuckleboom Loader/Truck)                |                               | 230        |                                 | hour | \$ 53.22     |
| 8823 | Chipper- Wood Recycler          | Cat 16 engine                                        |                               | 700        |                                 | hour | \$ 118.50    |
| 8824 | Skidder                         | model Cat 525B                                       |                               | up to 160  |                                 | hour | \$ 64.79     |
| 8825 | Skidder                         | 40K lbs- model Cat 525C                              |                               | 161 and up |                                 | hour | \$ 128.67    |
| 8840 | Truck, service                  | fuel and lube                                        | up to 26,000 gvwr             | 215-225    |                                 | hour | \$ 40.19     |
| 8841 | Truck, fuel                     | 2009 International 1,800 gal. storage tank           |                               | 200        |                                 | hour | \$ 32.01     |
| 8842 | Mobile Command Trailer          | (8' X 28') with 7.5 KW Generator                     |                               | 0          | Move to Location by Tractor     | hour | \$ 14.73     |
| 8843 | Mobile Response Trailer         | (8' X 31') with 4.5 KW Generator?                    |                               | 0          | Move to Location by Tractor     | hour | \$ 13.87     |
| 8844 | Mobile Command Center           | (unified) (RV) Ulitimaster MP-35                     | 43 FT Long with Generator     | 400        |                                 | hour | \$ 86.10     |
| 8845 | Mobile Command Post Vehicle     | (RV) (In- Motion)                                    | 22-Ft Long                    | 340        |                                 | hour | \$ 31.55     |
| 8846 | Mobile Command Post Vehicle     | (RV) (Stationary) w/9.6 KW Generator                 | 22-Ft Long                    | 340        |                                 | hour | \$ 20.33     |
| 8847 | Mobile Command Center (Trailer) | 48'x8' Trailer, Fully Equipied Mobile Command Center | 48-Ft Long                    | 0          | Move to Location by Tractor     | hour | \$ 31.69     |
| 8848 | Mobile Command Center (Trailer) | 48'x8' When being Moved w/Truck Tractor              |                               | 310        |                                 | hour | \$ 50.69     |
| 8849 | Mobile Command Center           | 43'x8.5' x 13.5'H with self 30kw Generator           |                               | 280        | Generator Rate not included     | hour | \$ 55.37     |
| 8850 | Mobile Command Center           | 2007-Freightliner MT-55, (RV)                        |                               | 260        |                                 | hour | \$ 47.12     |
| 8851 | Mobile Command Van              | 1990- Ford Econoline- Communication Van              |                               | 230        | Communication Equipment         | hour | \$ 42.78     |
| 8852 | Mobile Command Center           | 47.5' X 8.75 Fully Equip' (In motion) (RV)           |                               | 410        |                                 | hour | \$ 68.04     |
| 8853 | Mobile Command Center           | 47.5' X 8.75 Fully Equip' (Stationary)               |                               | 410        |                                 | hour | \$ 45.89     |
| 8854 | Mobile Command Vehicle          | 53' X 8.75 Fully Equip                               |                               | 480-550    |                                 | hour | \$ 98.84     |
| 8870 | Light Tower                     | Terex/Amida AL 4000. with (4) 500 watt lights        | w/10kw power unit             | 13.5       |                                 | hour | \$ 11.11     |
| 8871 | Light Tower                     | 2004 Allmand                                         |                               |            |                                 | hour | \$ 6.93      |
| 8872 | SandBagger Machine              | (Spider) automatic                                   | w/Vibration & Conveyor Motors | 2-4.5      |                                 | hour | \$ 49.42     |
| 8900 | Helicopter                      | OH-58 KIOWA (Military) is the same as "Bell-206B3    |                               | 420        |                                 | hour | \$ 467.00    |
| 8901 | Helicopter                      | OH-58 KIOWA (Military) is the same as "Bell-206BR    |                               | 420        |                                 | hour | \$ 489.00    |
| 8902 | Helicopter                      | Model Bell 206-L3 Jet Range Helicopter               |                               | 650        | Jet Range III-Helicopter        | hour | \$ 575.00    |
| 8903 | Helicopter                      | Model Bell 206L1 Long Ranger                         |                               | 650        | Long Ranger                     | hour | \$ 585.47    |
| 8904 | Helicopter                      | Model Bell 206LT Long Range Twinranger               |                               | 450        | Twinranger                      | hour | \$ 763.30    |
| 8905 | Helicopter                      | Model Bell 407 EMS- Ambulance                        |                               | 250        |                                 | hour | \$ 625.35    |
| 8906 | Piper-Fixed wing                | Model Navajo PA-31                                   |                               | 310        |                                 | hour | \$ 476.60    |
| 8907 | Piper-Fixed wing                | PA-31-350, Navajo Chieftn twin engine                |                               | 350        |                                 | hour | \$ 507.20    |
| 8908 | Sikorsky Helicopter             | Model UH-60 (Blackhawk) medium lift                  | Medium Lift                   | 1890       | Fire Fighter Same as S70C       | hour | \$ 2,974.45  |
| 8909 | Helicopter                      | Model UH-A (Blackhawk) Medium lift                   | Medium Lift                   | 1890       | Fire Fighter                    | hour | \$ 5,559.04  |
| 8910 | Boeing Helicopter               | Model CH-47 (Chinook) heavy lift                     | Heavy Lift                    | 2850       | Fire Fighter                    | hour | \$ 10,857.50 |
| 8911 | Helicopter- light utility       | Model Bell 407GX - 7 seater                          | 7-Seaters                     | 675        | Passenger Aircraft              | hour | \$ 620.38    |
| 8912 | Helicopter- light utility       | Modle Bell 206L- 7 seater                            | 7-Seaters                     | 420        | Passenger Aircraft              | hour | \$ 607.92    |
| 8913 | Helicopter                      | Model Bell-206L4                                     |                               | 726        |                                 | hour | \$ 570.24    |
| 8914 | King Air 200 Turboprop Aircraft | Blackhawk King Air B200XP61                          |                               | 669        |                                 | hour | \$ 1,318.11  |
| 8915 | Turboprops Blackhawk Aircraft   | Blackhawk Caravan XP42 A                             |                               | 850        |                                 | hour | \$ 738.12    |
| 8916 | Turboprops Blackhawk Aircraft   | King Air C90 XP135 A                                 |                               | 550        |                                 | hour | \$ 1,108.33  |
| 8917 | Aerostar Piston Aircraft        | Aerostar 601P                                        |                               | 290        |                                 | hour | \$ 466.67    |
| 8918 | Bell UH -1H Huey Helicopter II  | Engine:1 × Lycoming T53-L-11 turboshaft              |                               | 1100       | Travel Range 253 Nautical Miles | hour | \$ 1,376.74  |



|      |                          |                               |          |    |                                           |      |          |
|------|--------------------------|-------------------------------|----------|----|-------------------------------------------|------|----------|
| 8943 | Wire Puller Machine      | Overhead Wire Pulling Machine |          | 30 | Overhead/Underground Wire Pulling Machine | hour | \$ 20.16 |
| 8944 | Wire Tensioning Machine  | 3000 Lbs                      |          |    | Overhead Wire Tensioning Machine          | hour | \$ 14.84 |
| 8945 | Aerial Lift - 20 Ft High | model 2008 Genie Scissor Lift | 1000 Lbs |    | 24 Volt                                   | hour | \$ 6.44  |
|      |                          |                               |          |    |                                           |      |          |



**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

*AL 12-6-21*

**MONTHLY REPORT FOR NOVEMBER 2021**

|                                      | Nov-21 | 21/YTD | Nov-20 | 20/YTD |
|--------------------------------------|--------|--------|--------|--------|
| <i>Police Related Calls</i>          | 2,157  | 22,966 | 1,974  | 23,994 |
| <i>Fire Related Calls</i>            | 28     | 437    | 40     | 491    |
| <i>Rescue Related Calls</i>          | 94     | 1,048  | 81     | 847    |
| <i>Fire Related Alarms Sounding</i>  | 22     | 150    | 9      | 227    |
| <i>Traffic Citations</i>             | 187    | 2,331  | 187    | 2,151  |
| <i>Written Warnings</i>              | 25     | 103    | 47     | 763    |
| <i>Building Inspections</i>          | 44     | 155    | 40     | 309    |
| <i>Arrests: Adults</i>               | 35     | 370    | 36     | 308    |
| <i>Juveniles</i>                     | 0      | 2      | 0      | 9      |
| <i>City Ordinance Charges</i>        | 1      | 1      | 4      | 1      |
| <i>Florida State Statute Charges</i> | 51     | 628    | 82     | 538    |
| <i>Accidents: Total</i>              | 12     | 246    | 8      | 232    |
| <i>Street/Highway</i>                | 4      | 130    | 5      | 121    |
| <i>Parking Lot</i>                   | 8      | 124    | 3      | 111    |

**Stephan Dembinsky, Public Safety Director**

# POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2021-11-01 through 2021-11-30

LOCATION: ALL | ZONE: ALL | RD: ALL

| DESCRIPTION              | SIGNAL | TOTAL CALLS | % OF ALL CALLS | DAILY AVG |
|--------------------------|--------|-------------|----------------|-----------|
| MISCELLANEOUS LE CALL    | MISC   | 406         | 18.87 %        | 13.53     |
| EXTRA PATROL             | EP     | 401         | 18.64 %        | 13.37     |
| PROPERTY CHECK           | PRC    | 396         | 18.41 %        | 13.20     |
| TRAFFIC STOP             | TS     | 335         | 15.57 %        | 11.17     |
| SUSP PERSON              | SPER   | 59          | 2.74 %         | 1.97      |
| MEDICAL EMERGENCY        | MED1   | 39          | 1.81 %         | 1.30      |
| DIRECTED PATROL REQUEST  | DPR    | 36          | 1.67 %         | 1.20      |
| SUSP VEHICLE             | SVEH   | 32          | 1.49 %         | 1.07      |
| TELEPHONE HANDLE         | THC    | 32          | 1.49 %         | 1.07      |
| SUSPECT STOP             | SS     | 26          | 1.21 %         | 0.87      |
| FIRE ALARM               | ALARMF | 21          | 0.98 %         | 0.70      |
| SUSP INCIDENT            | SINC   | 19          | 0.88 %         | 0.63      |
| RADAR                    | RADAR  | 15          | 0.70 %         | 0.50      |
| DISTURBANCE              | DIST   | 14          | 0.65 %         | 0.47      |
| FOUND PROPERTY           | PROPF  | 14          | 0.65 %         | 0.47      |
| WALKUP                   | WALKUP | 14          | 0.65 %         | 0.47      |
| ZONE ACCOUNTABILITY PATR | ZAP    | 14          | 0.65 %         | 0.47      |
| 911 CK/OPEN LINE         | 911CK  | 13          | 0.60 %         | 0.43      |
| ILLEGAL PARKING          | PARK   | 12          | 0.56 %         | 0.40      |
| TRESPASSERS              | TRES   | 12          | 0.56 %         | 0.40      |
| CIVIL COMPLAINT          | CIVIL  | 11          | 0.51 %         | 0.37      |
| NARCOTICS                | NARC   | 11          | 0.51 %         | 0.37      |
| FLAG DOWN                | FLAG   | 10          | 0.46 %         | 0.33      |
| MEDICAL NON-EMERG        | MED    | 9           | 0.42 %         | 0.30      |
| MVA                      | MV     | 9           | 0.42 %         | 0.30      |
| WALK & TALK              | WT     | 9           | 0.42 %         | 0.30      |
| WARRANT                  | WAR    | 9           | 0.42 %         | 0.30      |
| BUSINESS ALARM           | ALARMB | 8           | 0.37 %         | 0.27      |
| INVESTIGATION            | INV    | 8           | 0.37 %         | 0.27      |
| ESCORT                   | ESCORT | 7           | 0.33 %         | 0.23      |
| FALL- NON EMERGENCY      | TRAU3  | 7           | 0.33 %         | 0.23      |
| MEDICAL UNKNOWN          | ALARMM | 7           | 0.33 %         | 0.23      |
| RECKLESS DRIVER          | RD     | 7           | 0.33 %         | 0.23      |
| ATT TO CONTACT           | ATC    | 6           | 0.28 %         | 0.20      |
| DOMESTIC DISTURBANCE     | DV     | 5           | 0.23 %         | 0.17      |
| HIT&RUN MVA              | MVHR   | 5           | 0.23 %         | 0.17      |
| ROAD OBSTRUCTION         | RDOB   | 5           | 0.23 %         | 0.17      |
| SPECIAL DETAIL           | SDL    | 5           | 0.23 %         | 0.17      |
| TRAUMA EMERGENCY         | TRAU1  | 5           | 0.23 %         | 0.17      |
| ANIMAL COMPLAINT         | AC     | 4           | 0.19 %         | 0.13      |
| ASSAULT/BATTERY          | ABAT   | 4           | 0.19 %         | 0.13      |
| FIRE OUTSIDE STRUCTURE   | FOS    | 4           | 0.19 %         | 0.13      |
| STROKE / CVA             | CVA    | 4           | 0.19 %         | 0.13      |
| UNCONSCIOUS              | UNC    | 4           | 0.19 %         | 0.13      |
| WELL BEING CHECK         | WBC    | 4           | 0.19 %         | 0.13      |
| BURGLARY ALARM           | ALARM  | 3           | 0.14 %         | 0.10      |

# POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2021-11-01 through 2021-11-30

LOCATION: ALL | ZONE: ALL | RD: ALL

| DESCRIPTION              | SIGNAL | TOTAL CALLS | % OF ALL CALLS | DAILY AVG |
|--------------------------|--------|-------------|----------------|-----------|
| DRUNK DRIVER             | DUI    | 3           | 0.14 %         | 0.10      |
| DRUNK PERSON             | IP     | 3           | 0.14 %         | 0.10      |
| ELEVATOR CALL            | ELEV   | 3           | 0.14 %         | 0.10      |
| LOST PROPERTY            | PROPL  | 3           | 0.14 %         | 0.10      |
| MENTALLY ILL PER         | MIP    | 3           | 0.14 %         | 0.10      |
| TOWED VEHICLE            | TOW    | 3           | 0.14 %         | 0.10      |
| ASSIST AGENCY            | ASSIST | 2           | 0.09 %         | 0.07      |
| CITY ORDINANCE VIOLATION | COV    | 2           | 0.09 %         | 0.07      |
| DANGEROUS COND PD        | DCPD   | 2           | 0.09 %         | 0.07      |
| EMERG ASST- FIRE REQ     | LEO1   | 2           | 0.09 %         | 0.07      |
| FIGHT                    | FIGHT  | 2           | 0.09 %         | 0.07      |
| INFORMATION GIVEN        | INFO   | 2           | 0.09 %         | 0.07      |
| OPEN DOOR                | OPD    | 2           | 0.09 %         | 0.07      |
| SCHOOL ZONE              | SZ     | 2           | 0.09 %         | 0.07      |
| SMOKE IN STR COMM/HIRISE | SMISCH | 2           | 0.09 %         | 0.07      |
| SMOKE INVESTIGATION      | SMOKE  | 2           | 0.09 %         | 0.07      |
| STOLEN VEHICLE           | SV     | 2           | 0.09 %         | 0.07      |
| THREATENING CALL         | TCALL  | 2           | 0.09 %         | 0.07      |
| VANDALISM                | VAND   | 2           | 0.09 %         | 0.07      |
| VIOLATION OF PROBATION   | VOP    | 2           | 0.09 %         | 0.07      |
| WEAPONS COMPL            | WC     | 2           | 0.09 %         | 0.07      |
| ATTEMPTED SUICIDE        | ASUI   | 1           | 0.05 %         | 0.03      |
| BURG/BUSINESS            | BURGB  | 1           | 0.05 %         | 0.03      |
| BURG/IN PROG             | BURGIP | 1           | 0.05 %         | 0.03      |
| CARDIAC ARREST           | CPR    | 1           | 0.05 %         | 0.03      |
| DANGEROUS COND FD        | DCFD   | 1           | 0.05 %         | 0.03      |
| DEAD PERSON              | DEAD   | 1           | 0.05 %         | 0.03      |
| DISABLED VEHICLE         | DAV    | 1           | 0.05 %         | 0.03      |
| FIRE ALARM COMM/HIGHRISE | ALARCH | 1           | 0.05 %         | 0.03      |
| FLEEING DRIVER           | FLEE   | 1           | 0.05 %         | 0.03      |
| FRAUD                    | FRAUD  | 1           | 0.05 %         | 0.03      |
| GENERAL MEDICAL NON EMER | GENMED | 1           | 0.05 %         | 0.03      |
| MENTALLY/EMOTIONAL       | MIP1   | 1           | 0.05 %         | 0.03      |
| MISSING PERSON           | MP     | 1           | 0.05 %         | 0.03      |
| MVA W/ HAZARD            | MVH    | 1           | 0.05 %         | 0.03      |
| NOISE                    | NOISE  | 1           | 0.05 %         | 0.03      |
| OVERDOSE/POISONING       | OD     | 1           | 0.05 %         | 0.03      |
| POWER LINES HAZARD       | PL     | 1           | 0.05 %         | 0.03      |
| PRISONER TRANS           | PT     | 1           | 0.05 %         | 0.03      |
| RECOVERED SIG 10         | SVR    | 1           | 0.05 %         | 0.03      |
| SEX OFFENSE              | SO     | 1           | 0.05 %         | 0.03      |
| STOLEN TAG               | TAGS   | 1           | 0.05 %         | 0.03      |
| THEFT                    | THEFT  | 1           | 0.05 %         | 0.03      |
| TRAFFIC LITE OUT         | TLO    | 1           | 0.05 %         | 0.03      |
| TOTAL CALLS:             |        | 2,151       | 100.00%        | 71.70     |

**DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY**

**NOVEMBER 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          | 4          | 0      | 3          |
| HAZARDOUS CONDITIONS                 | 6             | 1      | 0          | 35           | 8      | 0          | 22         | 9      | 3          |
| VEHICLE FIRES                        | 0             | 0      | 0          | 1            | 1      | 1          | 1          | 0      | 0          |
| BOAT FIRES                           | 0             | 0      | 0          | 0            | 0      | 0          | 1          | 0      | 0          |
| OTHER FIRES NOT LISTED               | 1             | 2      | 1          | 15           | 3      | 1          | 8          | 3      | 0          |
| VEHICLE CRASHES<br>W/ENGINE RESPONSE | 1             | 0      | 0          | 8            | 3      | 3          | 74         | 4      | 0          |
| SERVICE CALLS                        | 10            | 0      | 0          | 248          | 23     | 3          | 274        | 65     | 14         |
| FIRE ALARMS                          | 22            | 0      | 0          | 186          | 4      | 0          | 125        | 11     | 3          |
| CANCELLED EN ROUTE                   | 3             | 1      | 2          | 48           | 19     | 22         | 75         | 34     | 40         |
| TOTALS                               | 43            | 4      | 3          | 542          | 61     | 31         | 584        | 126    | 63         |

**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             | 7             | 5         | 77           | 65        | 71         | 103       |
| HOTEL/MOTEL           | 2             | 3         | 39           | 37        | 28         | 29        |
| ASSEMBLY              | 0             | 0         | 2            | 1         | 3          | 2         |
| MERCANTILE            | 6             | 0         | 29           | 3         | 17         | 7         |
| RESTAURANT            | 1             | 0         | 19           | 5         | 16         | 6         |
| BUSINESS              | 9             | 1         | 80           | 11        | 42         | 7         |
| OTHER                 | 2             | 1         | 32           | 4         | 23         | 0         |
| CONSTRUCTION          | 1             | 0         | 40           | 6         | 44         | 7         |
| OCCUPATIONAL LICENSES | 0             | 0         | 0            | 0         | 0          | 0         |
| APARTMENTS/CONDO      | 4             | 2         | 22           | 12        | 11         | 2         |
| TOTALS                | 32            | 12        | 340          | 144       | 255        | 163       |

**PLANS EXAMINATION HOURS: 1 HRS**

**DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY**

**NOVEMBER 2021 STATISTICS**

| EMS CALLS | CURRENT MONTH |        |               | YEAR TO DATE |        |               | PRIOR YEAR |        |               |
|-----------|---------------|--------|---------------|--------------|--------|---------------|------------|--------|---------------|
|           | CITY          | COUNTY | MUTUAL<br>AID | CITY         | COUNTY | MUTUAL<br>AID | CITY       | COUNTY | MUTUAL<br>AID |
| ALS CALLS | 45            | 3      | 0             | 464          | 70     | 11            | 499        | 102    | 7             |
| BLS CALLS | 39            | 7      | 0             | 316          | 71     | 24            | 318        | 73     | 13            |
| TOTALS    | 84            | 10     | 0             | 780          | 141    | 35            | 817        | 175    | 20            |



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 November 2021*

|                                                                                                                     |            |                                                     |
|---------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------|
| Dan Carrazana<br>Molly Billue<br>Jacob Franklin<br>Ryan Mowen<br>Bill Phillips<br>Sean Rooney<br>Vincent Castellano | 11/1-2     | De-Escalation Techniques<br>DSC                     |
| Ashley Epling                                                                                                       | 11/1-5     | Hostage Negotiations<br>Valencia College            |
| Laura Diedesch<br>Brianna Doonan                                                                                    | 11/8       | Winning Mind for Women<br>DSC                       |
| Molly Billue                                                                                                        | 11/8-12    | Crisis Intervention<br>DSC                          |
| Brianna Doonan                                                                                                      | 11/15-19   | Speed Measurement<br>DSC                            |
| Jacob Smith<br>RJ Medders                                                                                           | 11/29-12/3 | Firefighting Tactics &<br>Strategies I- POFD        |
| Gary Malphurs                                                                                                       | 11/30-12/3 | Reid Technique/<br>Advanced Interviewing<br>Orlando |
| Zach Rooney                                                                                                         | 11/29-12/9 | Hathcock Sniper School<br>Havana                    |



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## **MONTHLY REPORT FOR NOVEMBER 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 power steering hose | veh #A-77       |
| Replace brake pads          | veh #159        |
| Replace battery cables      | veh # golf cart |
| Replace battery             | Harben          |





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  
DECEMBER 14, 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:** December 8, 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 November 16, 2021. Please advise if you have any questions, comments or concerns relative to these matters.

**(1) *Property in Custody***

Provided legal advice to the Public Safety Department regarding disposal of property in custody of the Public Safety Department.

**(2) *Nuisance Letter***

Reviewed and amended a letter informing the owner of a city property that it is being declared a nuisance by the Director of Public Safety.

**(3) *Legal Opinion – Public Records***

Performed legal research and provided a legal opinion to Public Safety Department staff regarding a public records request.

**(4) *Legal Opinion – Code Provisions Relating to Bus Stops***

Provided staff a legal opinion regarding bus stops in multiple Code provisions as a

result of a question from VCSO.

**(5) *Treasure Island Property***

Had a conference with staff about the Treasure Island property relating to the proposed development agreement.

**(6) *Beachcomber Property***

Had a conference with Florida Department of Environmental Protection and drafted a partial release to clear title for the property.

**(7) *Zoning Issue***

Provided staff a legal opinion regarding incorrect zoning designations on the zoning map, and drafted a letter regarding said issue.

**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:** December 8, 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 *mb*

**SUBJECT:** City Manager's Report – December 14, 2021

### **Christmas Parade:**

- Many thanks to all of our employees who worked on this year's parade. We will be holding an after-event meeting on January 19 to assess the parade and look at ways to make it even better next year.

### **Treasure Island:**

- The development agreement for Treasure Island will come before City Council at the first meeting in January. Staff is taking additional time to evaluate it before taking it to the Planning Board (also in January).

### **Peck Park:**

- Volusia County is hoping to hold a grand opening for the park in January. Delays concerning the acquisition and installation of the playground equipment have caused the delay.



## **CITY COUNCIL AGENDA MEMORANDUM DECEMBER 14, 2021 AGENDA**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Stewart Cruz, City Planner

**PREPARED BY:** Cheri Schwab, City Clerk

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

### **SYNOPSIS:**

**NOTE:** Subsequent to 1st reading, Ordinance 2021-09 was transmitted for review to the Volusia Growth Management Commission (VGMC) and the Department of Economic Opportunity (DEO) and other state review agencies as required by the Volusia County Code of Ordinances and state law, respectively. On November 4, 2021, the VGMC issued its Certification of Consistency (attached). On November 3, 2021, the DEO issued a formal response (attached) with a minor technical assistance comment, i.e. "suggestion", which has been addressed. **Pursuant to Sec. 163.3184, Florida Statutes, the City is authorized to adopt Ordinance 2021-09 on second reading.**

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. VGMC & DEO Approval Correspondence
  2. Ord. 2021-09 - Property Rights Element
  3. Ord. 2021-09 - Exhibit A - Revised per DEO Comment
  4. HB 59



## Volusia Growth Management Commission

---

November 4, 2021

Stewart Cruz, AICP, City Planner  
City of Daytona Beach Shores  
2990 South Atlantic Avenue  
Daytona Beach Shores, FL 32118

**RE: City of Daytona Beach Shores - Large Scale Amendment Applications  
VGMC #21-058 – Ordinance 2021-10, Treasure Island  
VGMC #21-059 – Ordinance 2021-09, Property Rights Element  
Certificate of Consistency**

Dear Mr. Cruz,

VGMC Case Nos. 21-058 and 21-059 qualify for certification in accordance with Chapter 90, Article II. of the Volusia County Code of Ordinances, Volusia Growth Management Commission Consistency Certification Rules and Organization. Based upon the lack of objection filed by another unit of local government, VGMC Case Nos. 21-058 and 21-059 are hereby deemed certified as consistent without the need for a public hearing.

The Volusia Growth Management Commission appreciates the efforts of the City of Daytona Beach Shores to further intergovernmental cooperation and coordination in Volusia County. If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

Sid Vihlen, Jr.  
VGMC Chairman



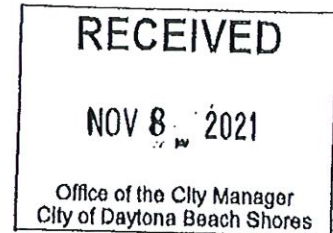
Ron DeSantis  
GOVERNOR



Dane Eagle  
SECRETARY

November 3, 2021

The Honorable Nancy Miller  
Mayor, City of Daytona Beach Shores  
2990 South Atlantic Avenue  
Daytona Beach Shores, Florida 32118



Dear Mayor Miller:

The Department of Economic Opportunity ("Department") has reviewed the City of Daytona Beach Shores proposed comprehensive plan amendment (Amendment No. 21-01ESR), received on November 4, 2021, pursuant to the expedited state review process in Section 163.3184(2)(3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within the Department's authorized scope of review.

We are, however, providing two (2) technical assistance comments consistent with Section 163.3168(3), F.S. The technical assistance comments will not form the basis of a challenge. They are offered either as suggestions which can strengthen the City's comprehensive plan in order to foster a vibrant, healthy community or are technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comments are:

*Technical Assistance Comment 1: While the proposed Property Rights Element policies mirror the suggested statutory language, as proposed the policies do not constitute complete sentences. Prior to adoption, the City is encouraged to revise the policies to reflect that "The City shall consider in its local decision making the right of..."*

*Technical Assistance Comment 2: The Redevelopment Overlay is not depicted in the Future Land Use Map. Prior to adoption the Redevelopment Overlay should be depicted on the Future Land Use Map to ensure the City's Comprehensive Plan maintains meaningful and predictable standards pursuant to Section 163.3177(1), Florida Statutes.*

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.

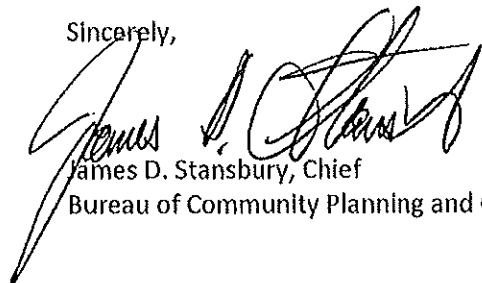
Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

- The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, must be held within 180 days of your receipt of agency comments or the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- The adopted amendment must be rendered to the Department. Under Section 163.3184(3)(c)2. and 4., F.S., the amendment effective date is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Paul Lim, Planning Analyst, by telephone at (850) 717-8511 or by email at Paul.Lim@deo.myflorida.com.

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/pl

Enclosure(s): Procedures for Adoption

cc: Fred Hiatt, Community Services Director, City of Daytona Beach Shores  
Stewart Cruz, City Planner, City of Daytona Beach Shores  
Hugh Harling, Jr., P.E., Executive Director, East Central Florida Regional Planning Council



**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:** To ensure that private property rights shall be considered in local decision making.

— **Policy 12-1.1.1** The City shall consider in its local decision making 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 City shall consider in its local decision making 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 City shall consider in its local decision making 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 City shall consider in its local decision making the right of a property owner to dispose of his or her property through sale or gift.

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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.

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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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CS/CS/CS/HB 59, Engrossed 1

2021 Legislature

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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CS/CS/CS/HB 59, Engrossed 1

2021 Legislature

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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CS/CS/CS/HB 59, Engrossed 1

2021 Legislature

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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CS/CS/CS/HB 59, Engrossed 1

2021 Legislature

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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CS/CS/CS/HB 59, Engrossed 1

2021 Legislature

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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CS/CS/CS/HB 59, Engrossed 1

2021 Legislature

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 DECEMBER 14, 2021 AGENDA**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Stewart Cruz, City Planner

**PREPARED BY:** Cheri Schwab, City Clerk

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

### **SYNOPSIS:**

**NOTE:** Subsequent to 1st reading, Ordinance 2021-10 was transmitted for review to the Volusia Growth Management Commission (VGMC) and the Department of Economic Opportunity (DEO) and other state review agencies as required by the Volusia County Code of Ordinances and state law, respectively. On November 4, 2021, the VGMC issued its Certification of Consistency (attached). On November 3, 2021, the DEO issued a formal response (attached) with a minor technical assistance comment, i.e. "suggestion", which will be addressed at a later date. **Pursuant to Sec. 163.3184, Florida Statutes, the City is authorized to adopt Ordinance 2021-10 on second reading.**

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 contained in this staff report, the application submitted by the owner and the stipulations of the Agreement, the P&Z Board recommendation and findings by the VGMC and DEO, 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. VGMC & DEO Approval Correspondence
  2. Ord. 2021-10 - Treasure Island CPA
  3. Exhibit A-Application CPA12021024-Treasure Island Overlay
  4. EXHIBIT B-Location Map
  5. Exhibit C-Ord. 2021-10 Exhibit A-Proposed Language
  6. Exhibit D-Planning Analysis-Ord 2021-10-Treasure Island





## Volusia Growth Management Commission

---

November 4, 2021

Stewart Cruz, AICP, City Planner  
City of Daytona Beach Shores  
2990 South Atlantic Avenue  
Daytona Beach Shores, FL 32118

**RE: City of Daytona Beach Shores - Large Scale Amendment Applications**  
**VGMC #21-058 – Ordinance 2021-10, Treasure Island**  
**VGMC #21-059 – Ordinance 2021-09, Property Rights Element**  
**Certificate of Consistency**

Dear Mr. Cruz,

VGMC Case Nos. 21-058 and 21-059 qualify for certification in accordance with Chapter 90, Article II. of the Volusia County Code of Ordinances, Volusia Growth Management Commission Consistency Certification Rules and Organization. Based upon the lack of objection filed by another unit of local government, VGMC Case Nos. 21-058 and 21-059 are hereby deemed certified as consistent without the need for a public hearing.

The Volusia Growth Management Commission appreciates the efforts of the City of Daytona Beach Shores to further intergovernmental cooperation and coordination in Volusia County. If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

Sid Vihlen, Jr.  
VGMC Chairman

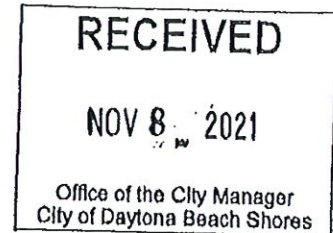
Ron DeSantis  
GOVERNOR



Dane Eagle  
SECRETARY

November 3, 2021

The Honorable Nancy Miller  
Mayor, City of Daytona Beach Shores  
2990 South Atlantic Avenue  
Daytona Beach Shores, Florida 32118



Dear Mayor Miller:

The Department of Economic Opportunity ("Department") has reviewed the City of Daytona Beach Shores proposed comprehensive plan amendment (Amendment No. 21-01ESR), received on November 4, 2021, pursuant to the expedited state review process in Section 163.3184(2)(3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within the Department's authorized scope of review.

We are, however, providing two (2) technical assistance comments consistent with Section 163.3168(3), F.S. The technical assistance comments will not form the basis of a challenge. They are offered either as suggestions which can strengthen the City's comprehensive plan in order to foster a vibrant, healthy community or are technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comments are:

*Technical Assistance Comment 1: While the proposed Property Rights Element policies mirror the suggested statutory language, as proposed the policies do not constitute complete sentences. Prior to adoption, the City is encouraged to revise the policies to reflect that "The City shall consider in its local decision making the right of..."*

*Technical Assistance Comment 2: The Redevelopment Overlay is not depicted in the Future Land Use Map. Prior to adoption the Redevelopment Overlay should be depicted on the Future Land Use Map to ensure the City's Comprehensive Plan maintains meaningful and predictable standards pursuant to Section 163.3177(1), Florida Statutes.*

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.

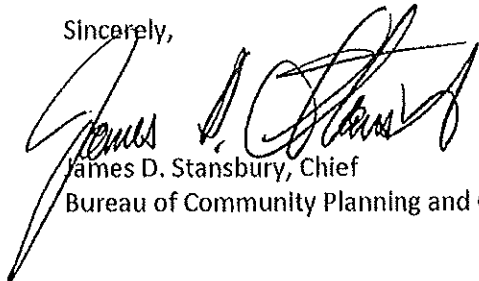
Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

- The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, must be held within 180 days of your receipt of agency comments or the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- The adopted amendment must be rendered to the Department. Under Section 163.3184(3)(c)2. and 4., F.S., the amendment effective date is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Paul Lim, Planning Analyst, by telephone at (850) 717-8511 or by email at Paul.Lim@deo.myflorida.com.

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/pl

Enclosure(s): Procedures for Adoption

cc: Fred Hiatt, Community Services Director, City of Daytona Beach Shores  
Stewart Cruz, City Planner, City of Daytona Beach Shores  
Hugh Harling, Jr., P.E., Executive Director, East Central Florida Regional Planning Council

**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**

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Mayor, Nancy Miller

**ATTEST:**

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Michael T. Booker, City Manager

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Cheri Schwab, City Clerk

Approved as to form and content:

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**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](mailto: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](mailto: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](mailto: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.

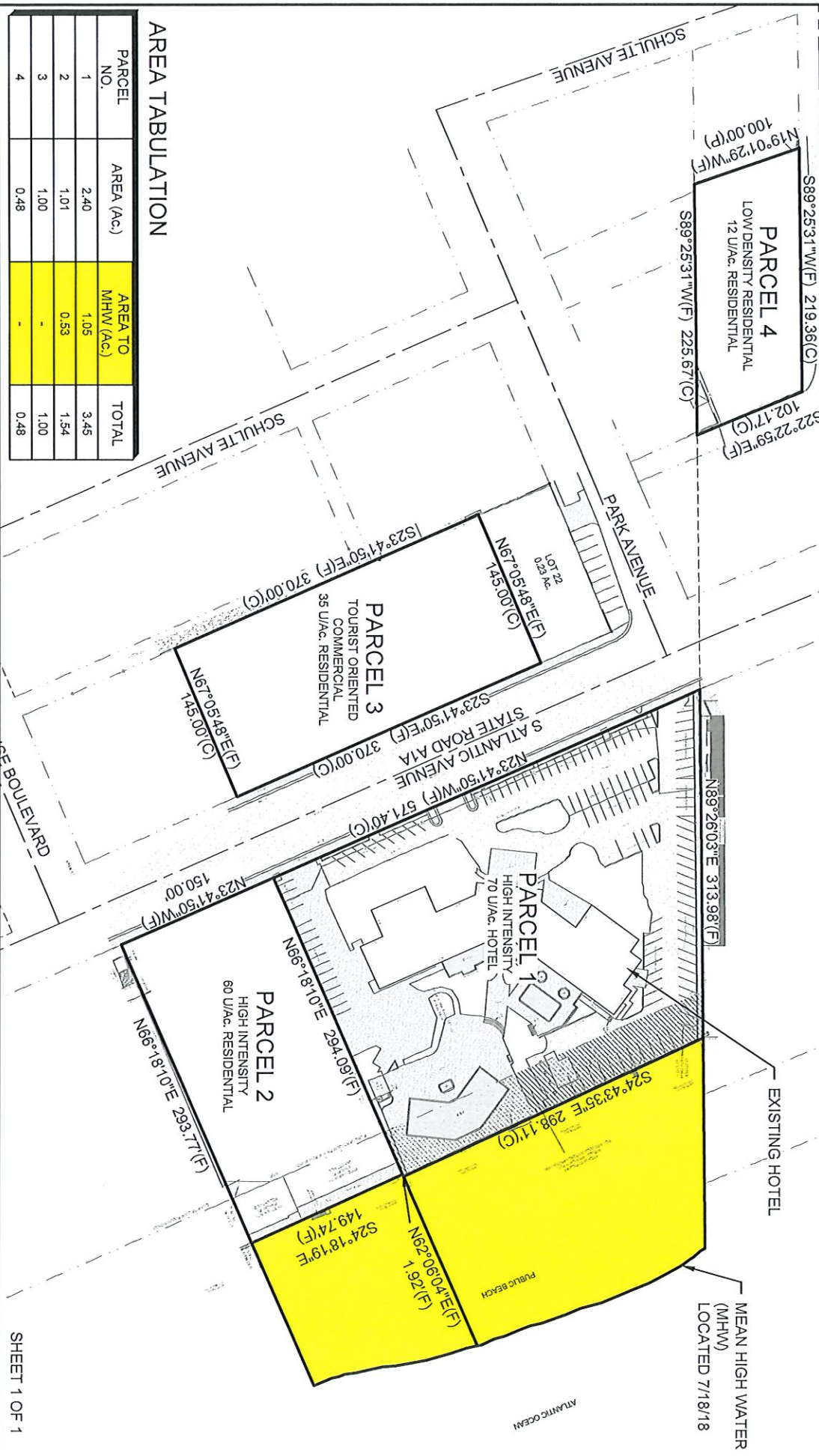
**EXHIBIT A**

**Proposed Overlay Boundaries**





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



**AREA TABULATION**

| PARCEL NO. | AREA (Ac.) | AREA TO MHV (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  |

|     |      |          |
|-----|------|----------|
| NO. | DATE | REVISION |
|     |      |          |
|     |      |          |
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**DENSITY STUDY**

PROJECT: TREASURE ISLAND

FILE: 827-SURVEY DENSITY STUDY

SCALE: NONE

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



SHEET 1 OF 1

**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<br>Generation Rate |           | Net Sewer<br>Generation |            |
|----------------------|-----------|--------------------------|-----------|-------------------------|------------|
|                      |           | Daily                    | Peak      | Daily                   | Peak       |
| Residential<br>Condo | 133 units | 180gpd/ unit             | 2.5 x AFD | 23,940 gpd              | 58,850 gpd |

### Gross Sewer Generation – Proposed FLUM Designation

| Description          | Quantity  | Sewer<br>Generation Rate |           | Net Sewer<br>Generation |            |
|----------------------|-----------|--------------------------|-----------|-------------------------|------------|
|                      |           | Daily                    | Peak      | Daily                   | Peak       |
| Residential<br>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<br>Demand Rate |           | Net Water<br>Demand |            |
|----------------------|-----------|----------------------|-----------|---------------------|------------|
|                      |           | Daily                | Peak      | Daily               | Peak       |
| Residential<br>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.















# Mean High Water Line Survey

NOTE:  
- THIS MEAN HIGH WATER LINE SURVEY COMPLES WITH CHAPTER 172,  
PART 6, FLORIDA STATUTES.



ADDITIONAL  
DAYTONA BEACH, FL 32118  
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SCALE: 1" = 100'

ATLANTIC OCEAN

PUBLIC BEACH



SHEET 01A1, NOT TO SCALE



VISION LAND

SEE PAGE 1  
FOR LEGEND  
AND NOTES

SEE PAGE 1  
FOR LEGEND  
AND NOTES

PAGE 4 OF 4  
NOT VALID WITHOUT  
PAGES 1, 2 & 3

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AND NOTES



**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.

  
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.

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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 | 1                 | NA                | 1          | Tourist Oriented Commercial | 35                      | NA              | 35                  |                                          |                 |                       |  |
| 531618000250                                                                                                                                         | 2030 S. Atlantic |                   |                   |            |                             |                         |                 |                     |                                          |                 |                       |  |
| 531618000240                                                                                                                                         | None             |                   |                   |            |                             |                         |                 |                     |                                          |                 |                       |  |
| 531618000230                                                                                                                                         | 2026 S. Atlantic |                   |                   |            |                             |                         |                 |                     |                                          |                 |                       |  |
| 531621000090                                                                                                                                         | Fraille Street   | 0.48              | NA                | 0.48       | Low Density Residential     | 12                      | NA              | 6                   |                                          |                 |                       |  |
| 531621000080                                                                                                                                         | Fraille Street   |                   |                   |            |                             |                         |                 |                     |                                          |                 |                       |  |
| 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<br>Multifamily Residential Units | Does Capacity<br>Exist? |
|----------------------------------------------------|-----------------------------------------------------|-------------------------|
| Proposed Additional Multifamily Units              | 66                                                  |                         |
| Population <sup>1</sup>                            | 116                                                 |                         |
| Transportation ADT/PM Peak Hour Trips <sup>2</sup> | 387/36                                              | Yes                     |
| Sanitary Sewer (gallons/day) <sup>3</sup>          | 16,500                                              | Yes                     |
| Potable Water (gallons/day) <sup>4</sup>           | 12,760                                              | Yes                     |
| Solid Waste (lbs./person) <sup>5</sup>             | 1,160                                               | Yes                     |
| Stormwater Drainage <sup>6</sup>                   | 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, 7<sup>th</sup> 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/<br>Recreational Facility | Unit of Measure/LOS<br>Standard | Current LOS<br>(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 |
| <b>1,000 Ft. North of Site Midpoint</b>                     |                         |                             |                   |
| 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            |
| <b>2025-2041</b>                                            | <b>TI REDEVELOPMENT</b> | <b>Hotel/Residential MF</b> | <b>77 UPA</b>     |
| <b>1,000 Ft. South of Site Midpoint</b>                     |                         |                             |                   |
| 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.

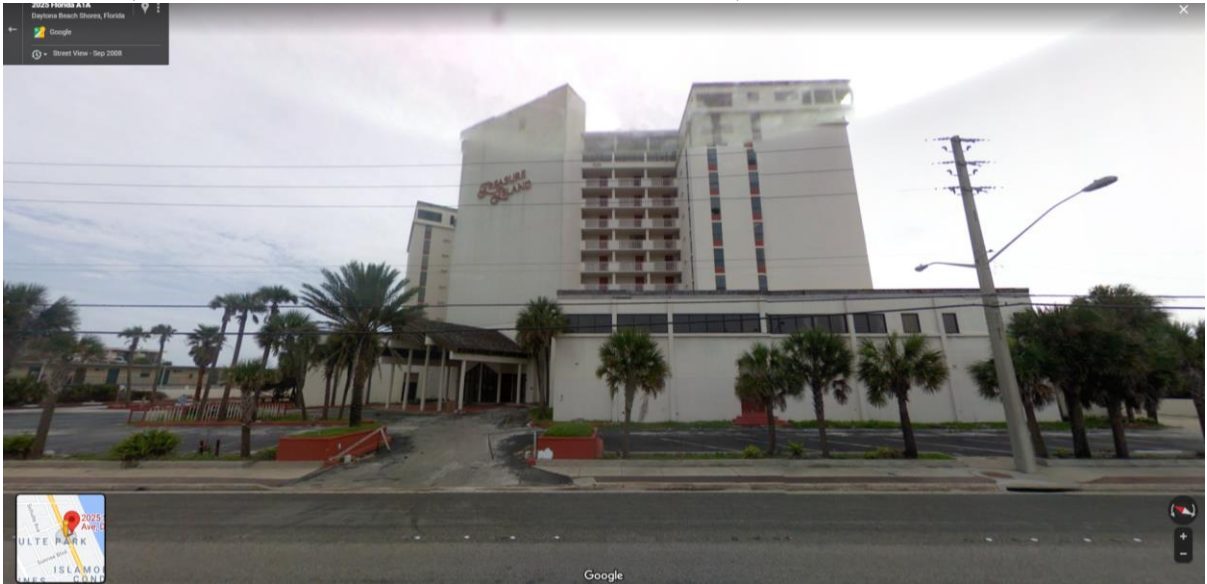
#### **VI. CONCLUSION:**

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

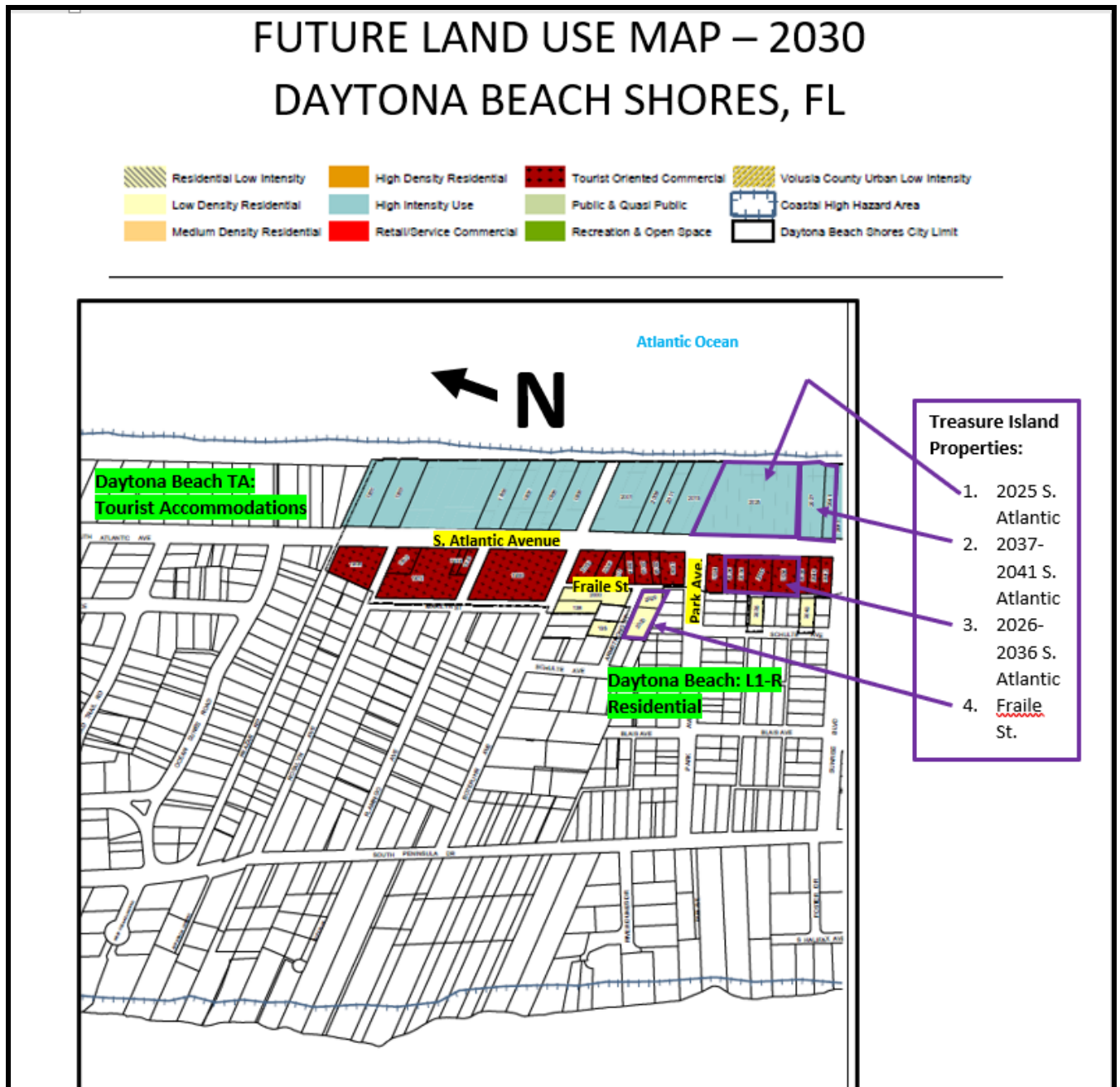
**Picture D, 2036 S. Atlantic Ave: TI Island West; 2007**



**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  
DECEMBER 14, 2021 AGENDA**

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Kurt Swartzlander, Finance Director  
**PREPARED BY:** Cheri Schwab, City Clerk  
**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. However, due to an encumbrance on legal title, recommend continuing to a date certain if title is not yet clear as of the meeting date.

**RECOMMENDATION:**

**SUGGESTED MOTION:**

**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**

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**NANCY MILLER, MAYOR**

---

**MICHAEL T. BOOKER, CITY MANAGER**

---

**CHERI SCHWAB, CITY CLERK**

**Approved as to form and legality:**

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

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

**Adopted on second reading this 12<sup>th</sup> 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 **1. PARTIES AND PROPERTY:** Purucker Plaza II LLC ("Buyer")  
2 agrees to buy and City of Daytona Beach Shores ("Seller")  
3 agrees to sell the property at:  
4 Street Address: 136 Beachcomber Street, Daytona Beach Shores, FL 32118  
5  
6 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  
7  
8 and the following Personal Property: \_\_\_\_\_  
9  
10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 **2. PURCHASE PRICE:** \$ 217,500  
12 (a) Deposit held in escrow by: Becky Vose \$ 13,350  
13 ("Escrow Agent") (checks are subject to actual and final collection)  
14 Escrow Agent's address: 324 W Morse Blvd, Winter Park, FL Phone: 4076453735  
15 (b) Additional deposit to be made to Escrow Agent  
16 ☐ within \_\_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or  
17 ☐ within \_\_\_\_\_ days after Effective Date \$0  
18 (c) Additional deposit to be made to Escrow Agent  
19 ☐ within \_\_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or  
20 ☐ within \_\_\_\_\_ days after Effective Date \$0  
21 (d) Total financing (see Paragraph 5) \$0  
22 (e) Other \$0  
23 (f) All deposits will be credited to the purchase price at closing.  
24 Balance to close, subject to adjustments and prorations, to be paid  
25 via wire transfer. \$204,150

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

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by **Seller**  
29 and **Buyer** and an executed copy delivered to all parties on or before 09/29/2021, this offer  
30 will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be  
31 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**  
32 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or**  
33 09/29/2021 Calendar days will be used when computing time periods, except time periods of 5  
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next  
36 business day. **Time is of the essence in this Contract.**

37 **4. CLOSING DATE AND LOCATION:**  
38 (a) **Closing Date:** This transaction will be closed on 10/15/2021 (Closing Date), unless  
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods  
40 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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09/21/21 4:15 PM EDT 09/21/21 4:17 PM EDT  
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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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09/21/21 4:15 PM EDT 09/21/21 4:17 PM EDT  
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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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17. DISCLOSURES:

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

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

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

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

18. RISK OF LOSS:

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

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

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

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

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

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

(Address, Telephone, Fax, E-mail)  
who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated\_ by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) \_\_\_\_\_

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

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

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

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

- |                                                         |                                                            |                                                     |
|---------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Arbitration                    | <input type="checkbox"/> Seller Warranty                   | <input type="checkbox"/> Existing Mortgage          |
| <input type="checkbox"/> Section 1031 Exchange          | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval  |
| <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone            | <input type="checkbox"/> Seller's Attorney Approval |
| <input type="checkbox"/> Seller Representations         | <input type="checkbox"/> Seller Financing                  | <input type="checkbox"/> Other _____                |

**23. ADDITIONAL TERMS:**

City and Purchaser agree that Purchaser will not raise the cost of rent on existing tenants prior October 1, 2022. Additionally, the City Charter of the City of Daytona Beach Shores requires the City Council to pass an ordinance in order to convey real property. The Commercial Contract is contingent on the passing of a valid ordinance authorizing the sale.

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

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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*

dotloop verified  
09/21/21 4:15 PM EDT  
QPHT-TCLQ-LPVM-OLEJ

 Date: \_\_\_\_\_  
(Signature of Buyer)

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

360 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

361 

*Christopher E Purucker*

dotloop verified  
09/21/21 4:17 PM EDT  
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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Buyer   and Seller   acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.  
CC-5 Rev. 9/17





## **CITY COUNCIL AGENDA MEMORANDUM DECEMBER 14, 2021 AGENDA**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Stewart Cruz, City Planner

**PREPARED BY:** Cheri Schwab, City Clerk

**SUBJECT:** Ordinance 2021-15: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 104 Broad Avenue

### **SYNOPSIS:**

**NOTE:** Subsequent to 1st reading, Ordinance 2021-15 was transmitted for review to the Volusia Growth Management Commission (VGMC) pursuant to the Volusia County Code of Ordinances. The VGMC has since issued its certification of consistency regarding this amendment. Because this is a small scale amendment, the ordinance does not require formal review by the Department of Economic Opportunity and other state agencies pursuant to Sec. 163.3187, *Florida Statutes*.

Ordinance 2021-15, if adopted, would amend the City's Adopted Comprehensive Plan Update (2030) Future Land Use Map by assigning the residential low intensity future land classification to the recently annexed single-family residential property located at 104 Broad Avenue (Exhibit A). The application (Exhibit B) was submitted by Heather Roberts, owner of the subject property. Applying a City future land use designation is a requirement of Florida Law whenever a property is annexed. The property is 0.225 acres and is occupied by a 1,508 square foot residential structure. The proposed amendment is compatible with the current Volusia County future land use category and as such, the use will remain as single-family residential.

### **FISCAL IMPACT STATEMENT:**

### **BACKGROUND:**

#### **A. BACKGROUND**

The subject property, located at 104 Broad Avenue, was recently annexed into the corporate limits of the City of Daytona Beach Shores pursuant to the voluntary annexation process outlined in Section 171.044, Florida Statutes. However, Section 171.062, Florida Statutes limits regulatory and development control over an annexed property if the area annexed was subject to a county land use plan and county zoning and the municipality does not adopt a comprehensive plan and zoning amendment that include the annexed area. Therefore, the County land use plan and zoning regulations would remain in full force and effect until the City changes the future land use

classification and zoning designation of the subject property. The purpose of this application is to realize the former. Additionally, the property owner has also submitted an application to rezone the property to the City's RSF-2 Urban Single-Family Residential Detached District, consistent with the existing and surrounding land uses and current Volusia County R-9 District zoning classification. The rezoning will occur subsequent to the future land use amendment associated with the subject property.

## **B. PLANNING ANALYSIS**

See Exhibit C for planning analysis.

## **LEGAL REVIEW:**

Approved as to form and legality.

## **RECOMMENDATION:**

Staff recommends approval of Ordinance 2021-15 as presented.

## **SUGGESTED MOTION:**

A City Council Member member may motion as follows:

1. "I move to approve Ordinance 2021-15 as presented."

OR

2. "I move to approve Ordinance 2021-15, with the following amendments..."

OR

3. "I move to deny Ordinance 2021-15, on the basis of the following..."

## **ATTACHMENT:**

1. ORD 2021-15-CPA 104 Broad Ave
2. EXHIBIT A-Location Map-104 Broad Ave
3. EXHIBIT B-Application
4. Exhibit C-Ord 2021-15-Planning Anaysis-FLUMA-104 Broad-Heather Roberts



**ORDINANCE NO: 2021-15**

**AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, AMENDING CHAPTER 1, “FUTURE LAND USE ELEMENT”, BY AMENDING MAP L-4 ENTITLED, “GENERALIZED FUTURE LAND USE MAP (2030)” ASSIGNING THE RESIDENTIAL LOW INTENSITY FUTURE LAND USE DESIGNATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 104 BROAD AVENUE, SHORT TAX PARCEL ID 5335-03-05-0240; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

**WHEREAS**, Heather Roberts, owners of the real property with short tax parcel ID 5335-03-05-0240 and generally located at 104 Broad Avenue, submitted an owner initiated future land use map amendment application to the City of Daytona Beach Shores on August 9, 2021; and

**WHEREAS**, Heather Roberts, owners of the subject property, are requesting the City of Daytona Beach Shores amends the future land use classification of the subject real property to Residential Low Intensity; and

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

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

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

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

**SECTION ONE: CHANGE IN FUTURE LAND USE ELEMENT/FUTURE LAND USE MAP.** Chapter 1, “Future Land Use Element,” containing the Official Future Land Use Map (Map L-4) of the *City of Daytona Beach Shores Comprehensive Plan* is hereby amended to change the Future Land Use Designation of a +/-0.23 acre property from Volusia County Urban Low Intensity to Daytona Beach Shores Residential Low Intensity as to property as described in Exhibit “A” as follows:

| Location Address | Short Tax Parcel ID | Daytona Beach Shores Future Land Use Designation |
|------------------|---------------------|--------------------------------------------------|
| 104 Broad Avenue | 5335-03-05-0240     | Residential Low Intensity                        |

**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 163.3187(1)(c)2.b, *Florida Statutes* and *Volusia Growth Management Rules*.

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

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

## **CITY OF DAYTONA BEACH SHORES, FLORIDA**

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**NANCY MILLER, MAYOR**

---

**MICHAEL T. BOOKER, CITY MANAGER**

---

**CHERI SCHWAB, CITY CLERK**

**Approved as to form and legality:**

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**JOHN CARY, CITY ATTORNEY**

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

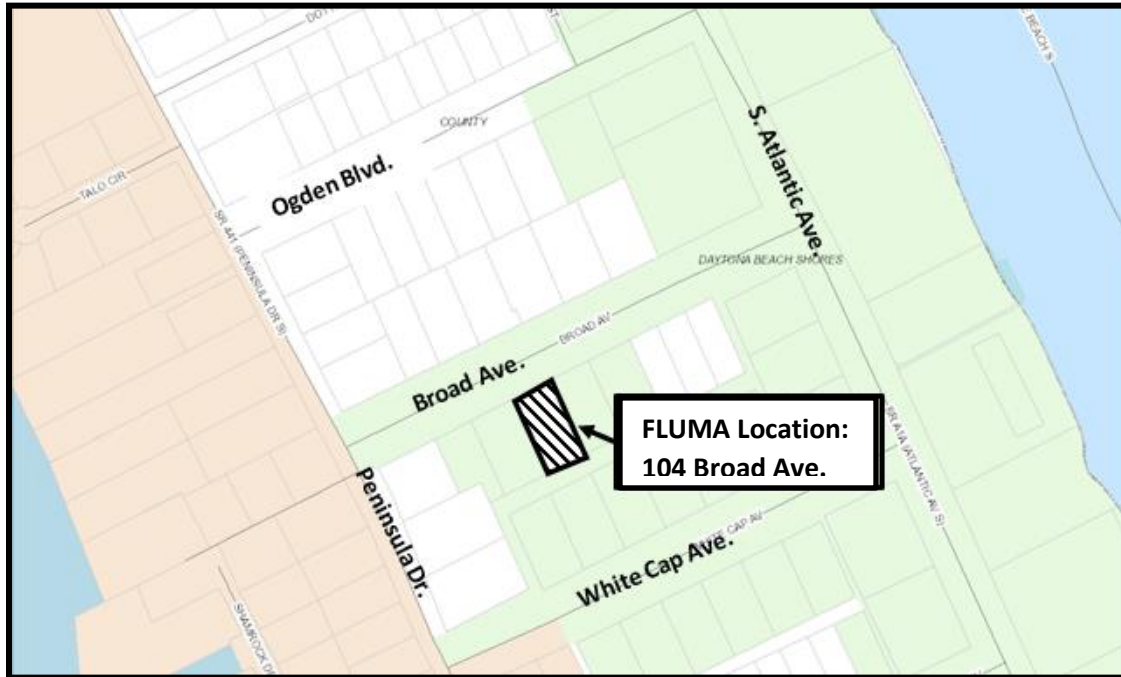
Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

## **EXHIBIT A**

LOT 23, EXCEPT THE WESTERLY 35' THEREOF AND ALL OF LOT 24 AND THE WESTERLY 5.0 FEET OF LOT 25, ALL IN BLOCK "E", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE WESTERLY 35' OF SAID LOT 23; THENCE RUN NORTH ALONG THE EASTERLY LINE OF THE WESTERLY 35' OF SAID LOT 23, 140.00 FEET TO THE NORTH LINE BLOCK "E" EAST; THENCE EAST ALONG SAID NORTH LINE BLOCK "E" EAST, 70.00 FEET TO THE NORTHEAST CORNER OF THE WESTERLY 5.0' OF SAID LOT 25; THENCE SOUTH ALONG THE EASTERLY LINE OF THE WESTERLY 5.0' OF SAID LOT 25, A DISTANCE OF 140.00 FEET TO THE SOUTH LINE OF SAID LOT 25; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 25 AND THE SOUTH LINE OF SAID LOT 24 AND THE SOUTH LINE OF SAID LOT 23, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A**  
**FLUMA Location Map: 104 Broad Avenue**





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

240322

RECEIVED

AUG 09 2021

BUILDING AND CODES DIVISION  
CITY OF DAYTONA BEACH SHORES

12021022

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 / 7 / 21

Applicable Section of the Comprehensive Plan: \_\_\_\_\_

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

Applicant's Name: Heather Roberts

Address: 104 Broad Avenue Daytona Beach Shores Phone #: 773-332-7890  
FL 32117

Property Address: \_\_\_\_\_

Existing Property Use: \_\_\_\_\_

Representing Attorney (if any): \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

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:

Residential house

Description of your request:

H Roberts  
Applicant's Signature

8 / 7 / 21  
Date

**EXHIBIT C**  
**PLANNING ANALYSIS**  
**Ordinance 2021-15**

**A. INTRODUCTION**

The proposed amendment seeks to change the future land use designation of a single-family residential property, recently annexed into the City, from Volusia County *Urban Low Intensity* (0.2-4.0 units/acre) to Daytona Beach Shores *Residential Low Intensity* (0-4.0 units/acre). The +/- 0.225 acre property is located at 104 Broad Avenue. The subject application received on August 9, 2021, if approved, would result in the second 2021 small-scale comprehensive plan amendment for the City of Daytona Beach Shores in accordance with Section 163.3187, *Florida Statutes*.

**B. PROPOSED AMENDMENT ITEM(S)**

**Item 1:** Map Amendment - Chapter 1, Future Land Use Element: amending Map L-4 entitled, “Generalized Future Land Use Map (2030),” to change the future land use classification of the annexing property located at 104 Broad Avenue from Volusia County *Urban Low Intensity* to Daytona Beach Shores *Residential Low Intensity*:

**Overview:**

The property houses a 1,508 square foot single-family residential structure, which was built in 1956 (Volusia County Property Appraiser, 2021). The current Volusia County Future Land Use (FLU) and Zoning designations on the property are *Urban Low Intensity* (0.2-4 units/acre) and “R-9” (Urban Single-Family Residential District), respectively. The surrounding future land use designations and zoning classifications are depicted in **Table 1** below while the future land use is illustrated in **Figure 1**. The subject request is to change the FLU designation to Daytona Beach Shores *Residential Low Intensity* (0-4 units/acre).

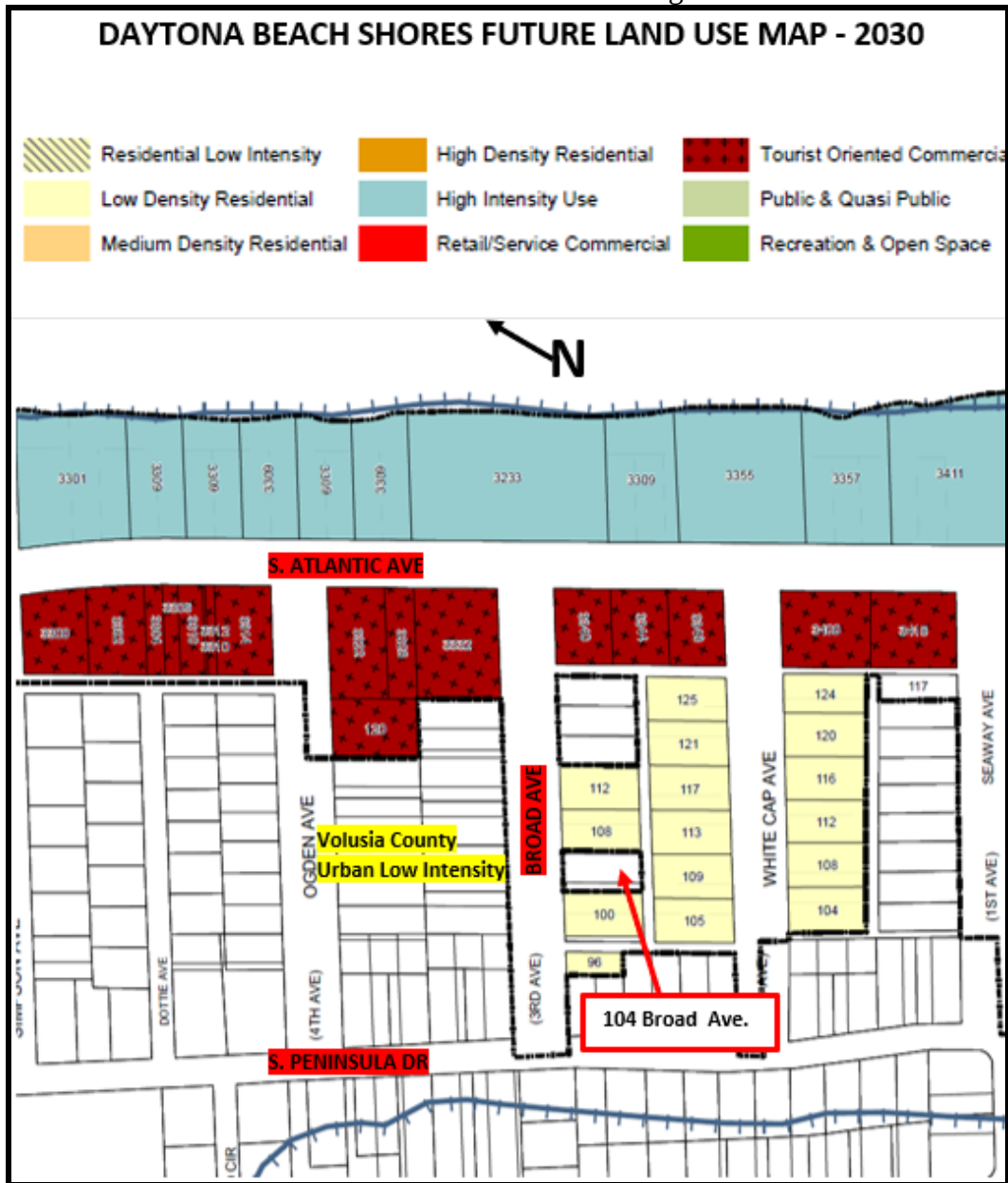
**Table 1:** Abutting Zoning and Future Land Use Classification

| <b>Location</b>  | <b>Zoning</b> |          | <b>Future Land Use</b>                |                              |
|------------------|---------------|----------|---------------------------------------|------------------------------|
|                  | Existing      | Proposed | Existing                              | Proposed                     |
| Subject Property | R-9*          | RSF-2+   | Volusia County<br>Urban Low Intensity | Residential Low<br>Intensity |
| North            | R-9           |          | Volusia County<br>Urban Low Intensity |                              |
| South            | RSF-2         |          | Residential Low<br>Density            |                              |
| East             | RSF-2         |          | Residential Low<br>Density            |                              |
| West             | RSF-2         |          | Residential Low<br>Density            |                              |

**Notes:** \*R-9 = Volusia County *Urban Single-Family Residential District*; +RSF-2 = *Urban Single-Family Residential Detached District*.



**FIGURE 1: 104 Broad Avenue - Surrounding Future Land Use**



### Description, Data and Analysis:

The analysis conducted below demonstrates the amendment's compliance with the City's Comprehensive Plan and the Florida Administrative Code for future land use map amendments. Therefore, the analysis shows that there will not be any significant impacts on the environment, roadways, public schools and utilities as the allowable densities and use will remain the same.

## **I. IMPACTS OF PROPOSED AMENDMENT**

The current Volusia County *Urban Low Intensity* Future Land Use (FLU) classification allows a maximum density of four (4) units per acre. Under the proposed Daytona Beach Shores FLU designation, *Residential Low Intensity*, the maximum density allowed is also four (4) units per acre. Therefore, the proposed land use amendment would not result in any change in residential density permitted. Further, given the +/-0.225 acre size of the property, the proposed amendment would only allow one (1) residential unit on site, which is the same as currently allowed under the Volusia County FLU classification.

The property is currently occupied by a single-family residential structure. Additionally, the proposed Daytona Beach Shores zoning for this property, RSF-2 Urban Single-Family Residential Detached District, would permit only one residential dwelling unit on site. So, from a practical and planning perspective the proposed future land use change will result in no net change in density and impacts.

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 maximum development potential under the current future land use designation versus the designation proposed (**Table 2** below). The following seven public facilities and services were examined and discussed briefly below: (1) Transportation, (2) Sanitary Sewer, (3) Potable Water, (4) Solid Waste, (5) Stormwater Drainage, (6) Recreation, and (7) Public Schools.

**Table 2:** Impact Analysis (Theoretical Max.)

| Development Variable                         | Current Future Land Use<br>(0.2-4 units/acre) | Proposed Future Land Use<br>(0.2-4 units/acre) | Change |
|----------------------------------------------|-----------------------------------------------|------------------------------------------------|--------|
| Residential Units Allowed                    | 1                                             | 1                                              | None   |
| Population <sup>1</sup>                      | 1.75                                          | 1.75                                           | None   |
| AM / PM Peak Hour<br>Trips <sup>2</sup>      | 1.5/2.02                                      | 1.5/2.02                                       | None   |
| Sanitary Sewer<br>(gallons/day) <sup>3</sup> | 250                                           | 250                                            | None   |
| Potable Water<br>(gallons/day) <sup>4</sup>  | 192.5                                         | 192.5                                          | None   |
| Solid Waste (lbs./person) <sup>5</sup>       | 17.5                                          | 17.5                                           | None   |
| Stormwater Drainage <sup>6</sup>             | n/a                                           | n/a                                            | n/a    |
| Recreation/Open Space                        | See summary below                             | See summary below                              | None   |
| Public School Student(s)                     | 0.396                                         | 0.396                                          | None   |

**Notes:**

1. Population: 1.75 persons per single-family dwelling
2. Transportation: Rates are for peak hour of adjacent street traffic  
Single-family residential unit = 0.75 AM trips, 1.01 PM trips
3. Sanitary Sewer: 250 gallons per dwelling unit per day
4. Potable Water: 110 gallons per capita per day
5. Solid Waste: 10 pounds per capita per day
6. Stormwater Drainage: LOS standard = 25 year, 24 hour event. If property is redeveloped, drainage system will be designed to meet the requirements of the Land Development Code.
7. Public School: Generation rates = 0.396 per single-family unit.

Sources:

2010 US Census

ITE Trip Generation Manual, 7<sup>th</sup> Edition

Policy 9-1.3 Daytona Beach Shores Comprehensive Plan Update (2030)

### **Transportation:**

The subject property is a single-family lot with vehicular transportation access to the abutting Broad Avenue, which is a local road connecting to both S. Peninsula Drive (SR441) and S. Atlantic Avenue (SR A1A). S. Peninsula Drive is a two laned minor arterial road and S. Atlantic Avenue (SRA1A) is a five laned principal arterial road, pursuant to the City's Comprehensive Plan, respectively. The two roads connect to Dunlawton Boulevard (SR421) and International Speedway Boulevard (US92) which are both principal arterial roads leading to the interstate system. The allowable Level-Of-Service (LOS) standard for S. Peninsula Drive is "D." Both Atlantic Avenue (SR A1A). S. Peninsula Drive are operating at acceptable levels of service. Since the City has no vested trips for this road there will be no net change in vehicular trips as demonstrated in **Table 2** above, hence the allowed LOS standard will continue to be maintained.

### **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 250 gallons per day. However, since no increase in the number of entitled dwelling units would occur there is no net change in theoretical demand. Regardless it should be noted the City of Port Orange sewer treatment facilities are currently operating 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 land use would theoretically create a demand of 192.5 gallons of water per day. No increase in number of theoretical dwelling units or demand will occur. In addition, the current potable water usage is already accounted for in Port Orange's current consumptive use permit (CUP).

### **Solid Waste Collection:**

The proposed land use allows for one (1) residential unit that would be expected to support a population of 1.75 persons, which together would theoretically generate 17.5 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 Comprehensive Plan requires that there be no net loss of stormwater retention function as a result of development. Therefore, if the property is developed the parcel

must have the same ability to store and discharge water after development as it does before development occurs. The applicants would be required to address stormwater retention on the property in accordance with these City standards.

### **Recreation and Open Space:**

The proposed amendment would theoretically add 1.77 residents to the City. The City's most recent population count was 4,247 (2010 US Census). Policy 7-1.2.1 and Policy 9-1.3.1 in the City's Comprehensive plan establish the LOS standards for recreation facilities within the City. Considering the City's population and the City's recreational LOS standards, it is easy to conclude that Daytona Beach Shores currently has adequate capacity for all recreational facilities as required by the City's Adopted Comprehensive Plan and seen in **Table 3** below.

**Table 3:** Recreation Facilities Analysis

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

### **Public Schools:**

Based on the Volusia County School District's student generation rate for a single-family dwelling unit, the proposed land use could generate at least one (1) full time student. This is exactly the same that could be generated by the existing Volusia County future land use due to the residential density neutrality of the proposed change. Therefore, no increase impact on existing public school facilities is expected. Further, due to the aforementioned, the FLU amendment is exempt from the School District review.

## **II. LAND USE COMPATIBILITY**

The FLU of the surrounding area is primarily residential low intensity (single-family) in character (**Figure 1**). The subject property is located in a single-family neighborhood with Recreation/Open Space and Multifamily High Intensity to the east. **Figure 2**.

**Figure 2: Aerial View of 104 Broad Avenue and Surrounding Neighborhood**



Source: Volusia County Property Appraiser, 2021

Considering the above along with **Table 1** contained in the body of this staff report, it is clear that the proposed land use, which is a density neutral land use request, is consistent with the existing and future land use of the surrounding neighborhood.

### **III. APPLICABLE PLANS, CODES AND REGULATIONS**

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

Policy 1-1.1.5: (a) The City shall maintain at least a Level of Service standard "D" at all times on its roadway network throughout the City. This shall include Dunlawton Boulevard, including the bridge. The maintenance of this Level of Service standard is important to ensure that an efficient flow of traffic can be maintained on these primary roads in the event of a hurricane threat. (b) Maintain the clearance time of the population in the Hurricane Vulnerability Zone at sixteen (16) hours based on a level of service standard "D" during the time of a category 5-storm event as measured on the Saffir-Simpson scale. This policy is consistent with the stated objectives contained in the Coastal Management Element of the Volusia County Comprehensive Plan regarding hurricane evacuation and Section 163.3178 (9) (b), F.S. and based on the most current East Central Florida Regional Planning Council hurricane study.

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.

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.

## Capital Improvement Element

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

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

## IV. REVIEW CRITERIA AND STAFF FINDINGS

1. The amendment shall not decrease the LOS Standard for hurricane evacuation routes below LOS Standard D and (b) the amendment shall not increase the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above 16 hours.

**Staff finding:** The proposed land use amendment is density neutral. Consequently, no increase in traffic is anticipated as a result of the proposed change, therefore: (a) there will be no decrease in the adopted LOS Standard Van Avenue, S.R. 441 and S.R. A1A; and (b) considering the aforementioned, the hurricane evacuation clearance time shall remain the same for the subject roads in question.

2. Written assurances from service providers for sewage treatment, potable water, and solid waste shall be provided when there is a future land use map amendment result in an increase in density or intensity.

**Staff finding:** The proposed land use amendment is density neutral and the site is already developed. Therefore, no increase in demand is anticipated and no written assurances are needed from service providers since services are already being provided for at the accepted LOS standard.

3. The amendment shall not result in objectionable land use designations inconsistent with the character of the overall future land use plan.

**Staff finding:** The proposed amendment will not result in an incompatible land use designation with adjacent parcels, the neighborhood or overall character of the future land use plan. The proposed *Residential Low Intensity* (0-4 units/acre) designation will provide for a single-family residence and is therefore compatible with the surrounding residential low-density (single-family) space land uses.

4. The amendment shall not decrease the LOS Standards for public facilities adopted in Policy 9-1.3 of the City's Comprehensive Plan.

**Staff finding:** The proposed land use amendment is density neutral, therefore, no increase demand on public facilities is anticipated.

**V. CONCLUSION:**

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





## **CITY COUNCIL AGENDA MEMORANDUM DECEMBER 14, 2021 AGENDA**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Stewart Cruz, City Planner

**PREPARED BY:** Cheri Schwab, City Clerk

**SUBJECT:** Ordinance 2021-16: Comprehensive Plan Future Land Use Map Amendment-131 Glen Myra Avenue

### **SYNOPSIS:**

**NOTE:** Subsequent to 1st reading, Ordinance 2021-16 was transmitted for review to the Volusia Growth Management Commission (VGMC) pursuant to the Volusia County Code of Ordinances. The VGMC has since issued its certification of consistency regarding this amendment. Because this is a small scale amendment, the ordinance does not require formal review by the Department of Economic Opportunity and other state agencies pursuant to Sec. 163.3187, *Florida Statutes*.

Ordinance 2021-16, if adopted, would amend the City's Adopted Comprehensive Plan Update (2030) Future Land Use Map by assigning the tourist oriented commercial future land classification to a 2004 annexed property located at 131 Glen Myra Avenue (Exhibit A). The application (Exhibit B) was submitted by Dr. Tracy Denison, owner of the subject property, however, annexation occurred under previous ownership. Applying a City future land use designation is a requirement of Florida Law when a property is annexed. The property is 0.17 acres (50' x 148') and is currently vacant. The proposed amendment would be consistent with the adjacent properties on S. Atlantic Avenue, which are also owned by the Denisons.

### **FISCAL IMPACT STATEMENT:**

### **BACKGROUND:**

#### **A. BACKGROUND**

The subject property, located at 131 Glen Myra Avenue, with Volusia County Parcel ID 533501060400, was annexed into the corporate limits of the City of Daytona Beach Shores in 2004 pursuant to the voluntary annexation process outlined in Section 171.044, Florida Statutes . However, Section 171.062, Florida Statutes limits regulatory and development control over an annexed property if the area annexed was subject to a county land use plan and county zoning and the municipality does not adopt a comprehensive plan and zoning amendment that include the annexed area. Therefore, the County land use plan and zoning regulations would remain in full force

and effect until the City changes the future land use classification and zoning designation of the subject property. The purpose of this application is to realize the former. In 2005 the City adopted Ordinance 2005-08, which rezoned the property to GC-1 "Tourist Oriented Commercial" District, however, the rezoning does not become effective until the future land use map amendment becomes adopted consistent with Florida Law. Hence the reason for the proposed future land use map amendment.

## **B. PLANNING ANALYSIS**

See Exhibit C for planning analysis.

## **LEGAL REVIEW:**

Approved as to form and legality.

## **RECOMMENDATION:**

Staff recommends approval of Ordinance 2021-16 as presented.

## **SUGGESTED MOTION:**

A City Council member may motion as follows:

1. "I move to approve Ordinance 2021-16 as presented."  
OR
2. "I move to approve Ordinance 2021-16, with the following amendments..."  
OR
3. "I move to deny Ordinance 2021-16, on the basis of the following..."

- ATTACHMENT:**
1. ORD 2021-16-CPA-Denison- 131 Glen Myra Ave
  2. Exhibit A-131 Glen Myra
  3. Exhibit B-131 Glen Myra FLUMA Application
  4. Exhibit C-Ord 2021-16-Planning Analysis-FLUMA-131 Glen Myra-Denisons

**ORDINANCE NO: 2021-16**

**AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, AMENDING CHAPTER 1, “FUTURE LAND USE ELEMENT”, BY AMENDING MAP L-4 ENTITLED, “GENERALIZED FUTURE LAND USE MAP (2030)” ASSIGNING THE TOURIST ORIENTED COMMERCIAL FUTURE LAND USE DESIGNATION TO VACANT PROPERTY GENERALLY LOCATED AT 131 GLEN MYRA AVENUE, SHORT TAX PARCEL ID 5335-01-06-0400; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

**WHEREAS**, Tracy and Douglas Denison, owners of the real property with short tax parcel ID 5335-01-06-0400 and generally located at 131 Glen Myra Avenue, submitted an owner initiated future land use map amendment application to the City of Daytona Beach Shores on September 22, 2021; and

**WHEREAS**, Tracy and Douglas Denison, owners of the subject property, are requesting the City of Daytona Beach Shores amends the future land use classification of the subject real property to Tourist Oriented Commercial; and

**WHEREAS**, the real property with short tax parcel ID 5335-01-06-0400 and generally located at 131 Glen Myra Avenue, was annexed into the City limits of the City of Daytona Beach Shores on July 28, 2004 without an accompanying Daytona Beach Shores future land use or zoning designation pursuant to Florida Law; and

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

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

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

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

**SECTION ONE: CHANGE IN FUTURE LAND USE ELEMENT/FUTURE LAND USE MAP.** Chapter 1, “Future Land Use Element,” containing the Official Future Land Use Map (Map L-4) of the *City of Daytona Beach Shores Comprehensive Plan* is hereby amended to change the Future Land Use Designation of a +/-0.17-acre property from Volusia County Urban Low Intensity to Daytona Beach Shores Tourist Oriented Commercial as to property as described in Exhibit “A” as follows:

| Location Address     | Short Tax Parcel ID | Daytona Beach Shores Future Land Use Designation |
|----------------------|---------------------|--------------------------------------------------|
| 131 Glen Myra Avenue | 5335-01-06-0400     | Tourist Oriented Commercial                      |

**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 163.3187(1)(c)2.b, *Florida Statutes* and *Volusia Growth Management Rules*.

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

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

**CITY OF DAYTONA BEACH SHORES, FLORIDA**

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**NANCY MILLER, MAYOR**

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**MICHAEL T. BOOKER, CITY MANAGER**

---

**CHERI SCHWAB, CITY CLERK**

**Approved as to form and legality:**

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**JOHN CARY, CITY ATTORNEY**

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

## **EXHIBIT A**

LOTS 40 & 41 INC BLK F RIO MAR BEACHES PER OR 5233 PG 3206 PER OR 5348 PG 1388

**EXHIBIT A: 131 Glen Myra Avenue, Aerial Map and Street View**







12021025



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

RECEIVED

SEP 22 2021

BUILDING AND CODES DIVISION  
CITY OF DAYTONA BEACH SHORES

APPLICATION FOR COMPREHENSIVE PLAN/FUTURE LAND USE MAP  
AMENDMENT

236645

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: 09 / 22 / 2021

Applicable Section of the Comprehensive Plan: \_\_\_\_\_

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

Applicant's Name: Douglas R Denison & Tracy N Denison

Address: 104 W Ocean Dunes Rd, Daytona Beach, FL 32118 Phone #: 386-566-7365

Property Address: Glen Myra Ave, Daytona Beach Shores, FL 32118 PID# 533501060400

Existing Property Use: R-9

Representing Attorney (if any): \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

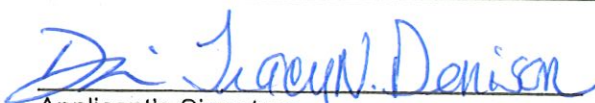
NOTES: 1) Notarized letter of authorization from owner MUST be submitted if application is filed by anyone other than the owner. 2) A completed application MUST be submitted at least 45 days prior to the anticipated Planning and Zoning hearing date.

Legal description of the property:

LOTS 40 & 41 INC BLK F RIO MAR BEACHES PER OR 5233 PG 3206 PER OR 5348 PG 1388

Description of your request:

Change Land use from County to City Commercial

  
Applicant's Signature

9 / 22 / 21  
Date

**EXHIBIT C**  
**PLANNING ANALYSIS**  
**Ordinance 2021-16**

**A. INTRODUCTION**

The proposed amendment seeks to change the future land use designation of a 2004 annexed property, from Volusia County *Urban Low Intensity* (0.2-4.0 units/acre) to Daytona Beach Shores *Tourist Oriented Commercial*. The +/- 0.17 acre property (50' x 148') is located at 131 Glen Myra Avenue. The subject application received on September 22, 2021, if approved, would result in the third 2021 small-scale comprehensive plan amendment for the City of Daytona Beach Shores in accordance with Section 163.3187, *Florida Statutes*.

**B. PROPOSED AMENDMENT ITEM(S)**

**Item 1:** Map Amendment - Chapter 1, Future Land Use Element: amending Map L-4 entitled, "Generalized Future Land Use Map (2030)," to change the future land use classification of the annexing property located at 131 Glen Myra Avenue from Volusia County *Urban Low Intensity* to Daytona Beach Shores *Tourist Oriented Commercial*:

**Overview:**

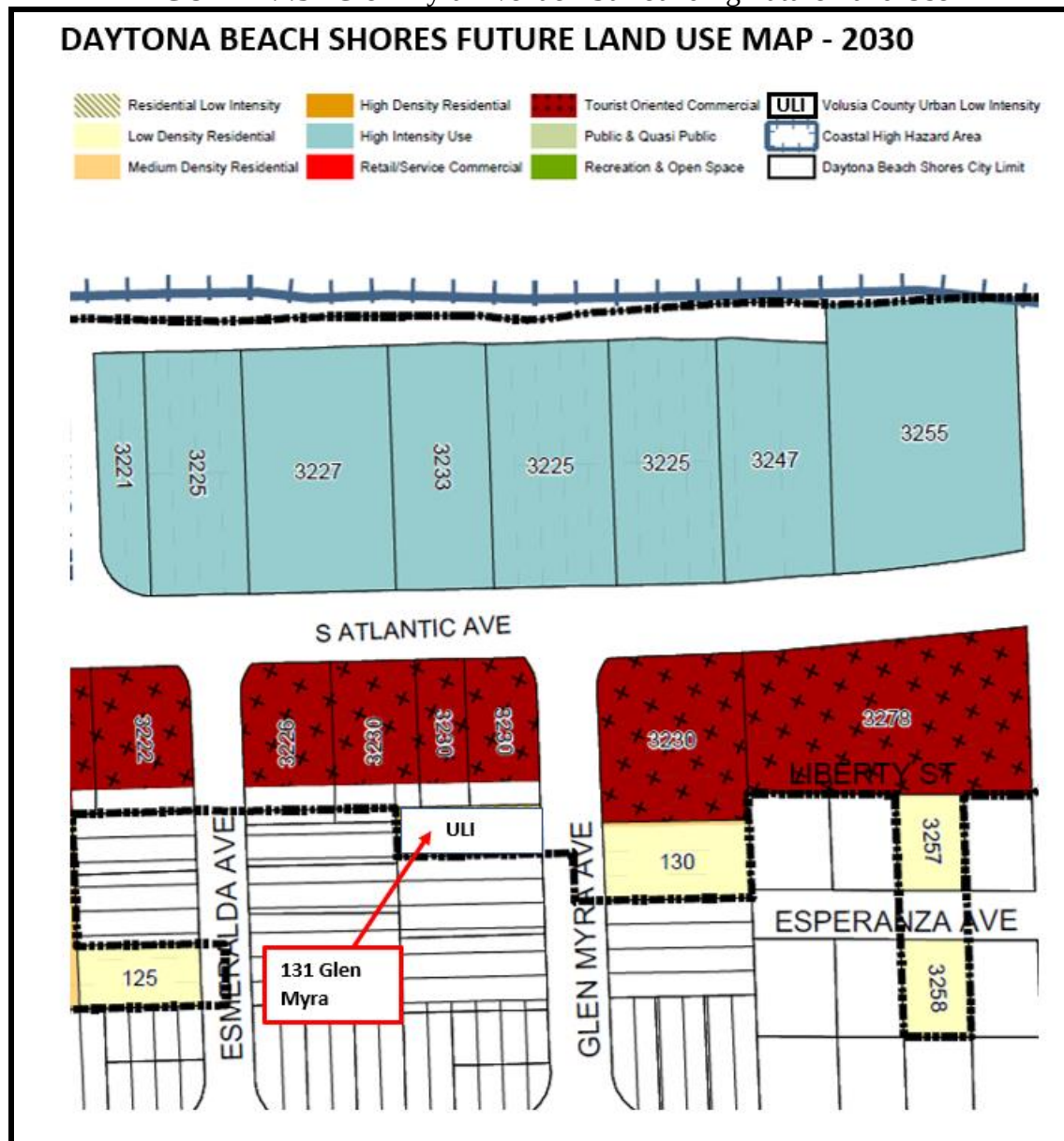
The 0.17 acre property is currently vacant and abuts additional properties on S. Atlantic Avenue owned by the property owner. The current Volusia County Future Land Use (FLU) is *Urban Low Intensity* (0.2-4 units/acre). The surrounding future land use designations is depicted in **Table 1** below while the future land use is illustrated in **Figure 1**. The subject request is to change the FLU designation to Daytona Beach Shores *Tourist Oriented Commercial*.

**Table 1:** Abutting Zoning and Future Land Use Classification

| Location         | Future Land Use                                             |                                |
|------------------|-------------------------------------------------------------|--------------------------------|
|                  | Existing                                                    | Proposed                       |
| Subject Property | Volusia County<br>Urban Low Intensity                       | Tourist Oriented<br>Commercial |
| North            | Volusia County<br>Urban Low Intensity                       |                                |
| South            | Residential Low<br>Density & Tourist<br>Oriented Commercial |                                |
| East             | Tourist Oriented<br>Commercial                              |                                |
| West             | Volusia County<br>Urban Low Intensity                       |                                |



**FIGURE 1: 131 Glen Myra Avenue - Surrounding Future Land Use**



### Description, Data and Analysis:

The analysis conducted below demonstrates the amendment's compliance with the City's Comprehensive Plan and the Florida Administrative Code for future land use map amendments. Therefore, the analysis shows that there will not be any significant impacts on the environment, roadways, public schools and utilities as the allowable densities and use will remain the same.

## I. IMPACTS OF PROPOSED AMENDMENT

The current Volusia County *Urban Low Intensity* Future Land Use (FLU) classification allows a maximum density of four (4) units per acre. Under the proposed Daytona Beach Shores FLU designation, *Tourist Oriented Commercial*, which is a commercial future land use classification. Therefore, the proposed land use amendment would not result in an increase in residential density permitted. Further, given the +/-0.17 acre size of the property, the proposed amendment would only allow one (1) residential unit on site, which is the same as currently allowed under the Volusia County FLU classification.

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 maximum development potential under the current future land use designation versus the designation proposed (**Table 2** below). The following seven public facilities and services were examined and discussed briefly below: (1) Transportation, (2) Sanitary Sewer, (3) Potable Water, (4) Solid Waste, (5) Stormwater Drainage, (6) Recreation, and (7) Public Schools.

**Table 2:** Impact Analysis (Theoretical Max.)

| Development Variable                      | Current Future Land Use<br>(0.2-4 units/acre) | Proposed Future Land Use | Change       |
|-------------------------------------------|-----------------------------------------------|--------------------------|--------------|
| Residential Units Allowed                 | 1                                             | 0                        | -1           |
| Population <sup>1</sup>                   | 1.75                                          | 0                        | -1.75        |
| AM / PM Peak Hour Trips <sup>2</sup>      | 1.5/2.02                                      | 17.7/13                  | +16.2/+10.98 |
| Sanitary Sewer (gallons/day) <sup>3</sup> | 250                                           | 740                      | +490         |
| Potable Water (gallons/day) <sup>4</sup>  | 192.5                                         | 740                      | +547.5       |
| Solid Waste (lbs./person) <sup>5</sup>    | 17.5                                          | 74                       | +56.5        |
| Stormwater Drainage <sup>6</sup>          | n/a                                           | n/a                      | n/a          |
| Recreation/Open Space                     | See summary below                             | N/A                      | N/A          |
| Public School Student(s)                  | 0.396                                         | N/A                      | -1           |

Notes:

1. Population: 1.75 persons per single-family dwelling
2. Transportation: Rates are for peak hour of adjacent street traffic  
Single-family residential unit = 0.75 AM trips, 1.01 PM trips  
Specialty Retail Center per 1000sf = 6.84AM trips, 5.02PM trips  
Site FAR 1.4/Lot cover 35%, Building height = 4 stories: GFA = 2,590sf
3. Sanitary Sewer: Single family: 250 gallons per dwelling unit per day  
Commercial: 1/10 gallons per sf per day (Port Orange LOS Std)
4. Potable Water: Residential: 110 gallons per capita per day  
Commercial: 1/10 gallons per sf per day (Port Orange LOS Std)
5. Solid Waste: Residential: 10 pounds per capita per day  
Commercial: 10lbs/1000 square feet
6. Stormwater Drainage: LOS standard = 25 year, 24 hour event. If property is redeveloped, drainage system will be designed to meet the requirements of the Land Development Code.
7. Public School: Generation rates = 0.396 per single-family unit.

Sources:

2010 US Census

### **Transportation:**

The subject property has vehicular transportation access to the abutting Glen Myra Avenue, which is a local road connecting to both S. Peninsula Drive (SR441) and S. Atlantic Avenue (SR A1A). S. Peninsula Drive is a two laned minor arterial road and S. Atlantic Avenue (SRA1A) is a five laned principal arterial road, pursuant to the City's Comprehensive Plan, respectively. The two roads connect to Dunlawton Boulevard (SR421) and International Speedway Boulevard (US92) which are both principal arterial roads leading to the interstate system. The allowable Level-Of-Service (LOS) standard for S. Peninsula Drive is "D." Both Atlantic Avenue (SR A1A). S. Peninsula Drive are operating at acceptable levels of service. The City has no vested trips for this road however there will be a change in vehicular trips as demonstrated in **Table 2** above. However, the net change, which is an additional +16.2AM and +10.98PM peak hour trips, will not significantly impact the current LOS and hence, said LOS for both connecting arterials will continue to be maintained.

### **Sanitary Sewer:**

The City's adopted LOS standard for sanitary sewer is 250 gallons per dwelling unit per day. The City does not have a sewer LOS standard for commercial land uses. Therefore, since the City's sewer is treated by the City of Port Orange, the aforementioned city's commercial sewer LOS standard of 1/10 gallons per square foot per day was used. This resulted in a net increase of 490 gallons per day. The City of Port Orange sewer treatment facility currently has an additional 2.1MGD (million gallons per day) treatment capacity which means the additional sewer generated is de minimis.

### **Potable Water:**

The City's adopted LOS standard for potable water is 110 gallons per capita per day. The City does not have a potable water LOS standard for commercial land uses. Therefore, since the City's potable water in this part of town is provided by the City of Port Orange, the aforementioned city's commercial potable water LOS standard of 1/10 gallons per square foot per day was used. This resulted in a net increase of 547.5 gallons per day. The City of Port Orange potable water facility currently has an additional allowable daily capacity of 5.94MGD. Therefore the proposed increase in potable water demand is de minimis.

### **Solid Waste Collection:**

The proposed land use is expected to generate 17.5 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 Comprehensive Plan requires that there be no net loss of stormwater retention function as a result of development. Therefore, if the property is developed the parcel must have the same ability to store and discharge water after development as it does before development occurs. The applicants would be required to address stormwater retention on the property in accordance with these City standards.

### **Recreation and Open Space:**

The proposed future land use is commercial, which does not permit residential use. Hence, no recreation analysis is applicable or required.

### **Public Schools:**

The proposed future land use is commercial, which does not permit residential use. Hence, no student generation analysis is applicable or required. However, the change from urban low intensity to commercial would see a reduction in one public school student generated.

## **II. LAND USE COMPATIBILITY**

The FLU of the surrounding area is residential low intensity (west) and commercial (east) in character (**Figure 1**). This is also reflected in **Figure 2** below which depicts an aerial view of the neighborhood.

**Figure 2:** Aerial View of 131 Glen Myra and Surrounding Neighborhood



**Source:** Volusia County Property Appraiser, 2021

Considering the above along with **Table 1** contained in the body of this staff report, it is clear that the proposed land use, which is a density neutral land use request, is consistent with the existing and future land use of the surrounding neighborhood.



### **III. APPLICABLE PLANS, CODES AND REGULATIONS**

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

Policy 1-1.1.5: (a) The City shall maintain at least a Level of Service standard "D" at all times on its roadway network throughout the City. This shall include Dunlawton Boulevard, including the bridge. The maintenance of this Level of Service standard is important to ensure that an efficient flow of traffic can be maintained on these primary roads in the event of a hurricane threat. (b) Maintain the clearance time of the population in the Hurricane Vulnerability Zone at sixteen (16) hours based on a level of service standard "D" during the time of a category 5-storm event as measured on the Saffir-Simpson scale. This policy is consistent with the stated objectives contained in the Coastal Management Element of the Volusia County Comprehensive Plan regarding hurricane evacuation and Section 163.3178 (9) (b), F.S. and based on the most current East Central Florida Regional Planning Council hurricane study.

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.

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.

#### **Capital Improvement Element**

Policy 9-1.3: The City shall use the following Level of Service (LOS) standards in reviewing the impacts of new development and redevelopment on public facility provisions (see Table 2 above)

### **IV. REVIEW CRITERIA AND STAFF FINDINGS**

1. The amendment shall not decrease the LOS Standard for hurricane evacuation routes below LOS Standard D and (b) the amendment shall not increase the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above 16 hours.

**Staff finding:** The proposed land use amendment is density neutral but increases intensity. However, the di minimis increase in traffic (+16.2AM/+10.98PM peak hour trips), will not significantly impact the current LOS and hence, said LOS for both connecting arterials will continue to be maintained; and (b) considering the aforementioned, the hurricane evacuation clearance time should also not be impacted significantly.

2. Written assurances from service providers for sewage treatment, potable water, and solid waste shall be provided when there is a future land use map amendment result in an increase in density or intensity.

**Staff finding:** Written assurances will be provided from service providers assuring the accepted LOS standards are being maintained.

3. The amendment shall not result in objectionable land use designations inconsistent with the character of the overall future land use plan.

**Staff finding:** The proposed amendment will not result in an incompatible land use designation with adjacent parcels, since the adjacent properties to the east also possess the same future land use classification.

4. The amendment shall not decrease the LOS Standards for public facilities adopted in Policy 9-1.3 of the City's Comprehensive Plan.

**Staff finding:** The proposed land use amendment provides for de minimis increase in public facilities demanded, therefore the LOS standards will be maintained.

## **V. CONCLUSION:**

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



## **CITY COUNCIL AGENDA MEMORANDUM DECEMBER 14, 2021 AGENDA**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Stewart Cruz, City Planner

**PREPARED BY:** Cheri Schwab, City Clerk

**SUBJECT:** Ordinance 2021-17: Rezoning application for recently annexed property located at 104 Broad Avenue

### **SYNOPSIS:**

Ordinance 2021-17, if adopted, would amend the City's Official Zoning Map by assigning the "RSF-2 Urban Single-Family Residential Detached District" to the recently annexed single-family residential property located at 104 Broad Avenue (Exhibit A). The application (Exhibit B) was submitted by Heather Roberts, owner of the subject property, and is a requirement of Florida Law when a property is annexed. The property is 0.23 acres and is occupied by a 1,508 square foot residential structure. The proposed amendment is compatible with the current Volusia County zoning district (R-9, Urban Single-Family Residential District).

### **FISCAL IMPACT STATEMENT:**

### **BACKGROUND:**

#### **A. BACKGROUND**

The subject property, located at 104 Broad Avenue, was recently annexed into the corporate limits of the City of Daytona Beach Shores. However, Section 171.062, Florida Statutes limits regulatory and development control over an annexing property if the area annexed was subject to a county land use plan and county zoning such that said regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment and zoning change that includes the annexed area. The purpose of this application is to realize the latter. The property owners have also submitted an application to amend the future land use classification of the property in question to Residential Low Intensity, consistent with the existing and surrounding land uses and current Volusia County Urban Low Intensity future land use classification. The zoning change will be adopted subsequent to the formal future land use amendment of the subject property.

#### **B. PLANNING ANALYSIS**

See Exhibit C for planning analysis.

**LEGAL REVIEW:**

Approved as to form and legality.

**RECOMMENDATION:**

Staff recommends approval of Ordinance 2021-17 as presented.

**SUGGESTED MOTION:**

A City Council member may motion as follows:

1. "I move to approve Ordinance 2021-17 as presented."

OR

2. "I move to rapprove Ordinance 2021-17, with the following amendments..."

OR

3. "I move to deny Ordinance 2021-17, on the basis of the following..."

- ATTACHMENT:**
1. Ord. 2021-17-RZ-104 Broad Ave
  2. EXHIBIT A-Location Map
  3. Exhibit B-104 Broad Ave- RZ
  4. Exhibit C-104 Broad Ave-Rezoning Planning Analysis

**ORDINANCE NO. 2021-17**

**AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ASSIGNING THE RSF-2 URBAN SINGLE-FAMILY RESIDENTIAL DETACHED DISTRICT ZONING CLASSIFICATION TO ANNEXED SINGLE-FAMILY RESIDENTIAL PROPERTY GENERALLY LOCATED AT 104 BROAD AVENUE, SHORT TAX PARCEL ID 5335-03-05-0240; PROVIDING MODIFICATION OF THE OFFICIAL ZONING MAP; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR 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 property described in Section One herein was annexed into the City of Daytona Beach Shores on October 26, 2021, and an appropriate City zoning classification must be assigned to the real property in accordance with the requirements of controlling law; and

**WHEREAS**, the City Council of the City of Daytona Beach Shores has received recommendation from staff and the Planning and Zoning Board for the assignment of zoning classification to said annexed property and has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

**WHEREAS**, the City Council of the City of Daytona Beach Shores finds such rezoning consistent with the *City of Daytona Beach Shores Comprehensive Plan* and deems it in the best interest of the inhabitants of said City to amend the Official Zoning Map as hereinafter set forth,

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

**SECTION ONE: REZONING OF REAL PROPERTY.** The property described hereinafter which was annexed into the City of Daytona Beach Shores pursuant to Ordinance No. 2021-12 is hereby rezoned and assigned the Daytona Beach Shores zoning classification as follows:

Short Tax Parcel ID #5335-03-05-0240, as described in Exhibit “A” as attached, is assigned the RSF-2, Urban Single-Family Residential Detached District Zoning Classification.

**SECTION TWO: AMENDMENT OF OFFICIAL ZONING MAP.** The Official City Zoning Map is hereby amended to conform with the rezoning assigned herein.

**SECTION THREE. IMPLEMENTING ADMINISTRATIVE ACTIONS.** The City Manager, or designee, is authorized to take any and all required administrative actions to

implement the provisions of this Ordinance including, but not limited to, providing notice of this rezoning to the Volusia County Council in accordance with applicable law.

**SECTION FOUR. NON-CODIFICATION.** This Ordinance shall be not be codified in the *City Code of the City of Daytona Beach Shores* or the *Land Development Code of the City of Daytona Beach Shores*; provided, however, that the actions taken herein shall be depicted on the Official Zoning Map of the City of Daytona Beach Shores by the City Manager, or designee.

**SECTION FIVE: 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:**

\_\_\_\_\_  
**JOHN CARY, CITY ATTORNEY**

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

## **EXHIBIT A**

LOT 23, EXCEPT THE WESTERLY 35' THEREOF AND ALL OF LOT 24 AND THE WESTERLY 5.0 FEET OF LOT 25, ALL IN BLOCK "E", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE WESTERLY 35' OF SAID LOT 23; THENCE RUN NORTH ALONG THE EASTERLY LINE OF THE WESTERLY 35' OF SAID LOT 23, 140.00 FEET TO THE NORTH LINE BLOCK "E" EAST; THENCE EAST ALONG SAID NORTH LINE BLOCK "E" EAST, 70.00 FEET TO THE NORTHEAST CORNER OF THE WESTERLY 5.0' OF SAID LOT 25; THENCE SOUTH ALONG THE EASTERLY LINE OF THE WESTERLY 5.0' OF SAID LOT 25, A DISTANCE OF 140.00 FEET TO THE SOUTH LINE OF SAID LOT 25; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 25 AND THE SOUTH LINE OF SAID LOT 24 AND THE SOUTH LINE OF SAID LOT 23, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.



## EXHIBIT A

1: Aerial View: 104 Broad Ave.



Source: Volusia County Property Appraiser Website, 2021

2: Street View: 104 Broad Ave.



Source: GoogleMaps, 2016



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

240322  
RECEIVED

AUG 09 2021

BUILDING AND CODES DIVISION  
CITY OF DAYTONA BEACH SHORES

12021021

### APPLICATION TO AMEND ZONING MAP

The Undersigned Applicant requests the Planning and Zoning Board and City Council to decide upon this application in accordance with Section 14-66 and 14-67 of the Land Development Code.

FEES MUST BE PAID AT THE TIME THE APPLICATION IS SUBMITTED

Date Submitted: 8/7/21

Current Zoning: \_\_\_\_\_

Requested Zoning: RSF-2

Applicant's Name: Heather Roberts

Address: 104 Broad Avenue Phone #: 773-332-7890

Representative: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Property Address & Parcel ID: \_\_\_\_\_

Property Owner: Heather Roberts

NOTE: If applicant is not property owner, attach a notarized statement of authorization

Legal Description of Property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HR Roberts  
Applicant's Signature

8-7-21  
Date

THE PLANNING & ZONING BOARD WILL APPLY THE CRITERIA IN SECTION 14-66(4) OF THE LAND DEVELOPMENT CODE WHEN CONSIDERING ZONING MAP AMENDMENTS. PLEASE EXPLAIN HOW YOUR REQUEST MEETS THE FOLLOWING CRITERIA: (YOU MAY ATTACH ADDITIONAL SHEETS)

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

Favorable

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

Favorable

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

Efficiently use

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

Efficiently use

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

Favorably

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

Yes

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

No

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

No

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

Not applicable

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

No

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

No

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

No

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

No

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

No



**EXHIBIT C**  
**PLANNING ANALYSIS**  
**Ordinance 2021-17**

**A. INTRODUCTION**

The proposed application/ordinance if approved would change the zoning district classification of the annexing single-family residential property located at 104 Broad Avenue from Volusia County *R-9 Urban Single-Family Residential District* to Daytona Beach Shores *RSF-2 Urban Single-Family Residential Detached District*. The subject application was submitted on August 9, 2021. The subject property contains an acreage of approximately 0.23 and has a single-family residential structure on site.

**B. EXISTING ZONING AND CURRENT LAND USE**

**Table 1** below provides a narrative description of the zoning district classifications and current land uses (i.e., existing development) for the subject property and surrounding area while **Figure 1** provides an aerial view of the subject property and surrounding land uses and **Figure 2** is a zoning map of the same while **Figure 3** provides a street view of the property in question.

**Table 1:** Zoning and Land Use Area Description

| Location         | Zoning | Current Land Use        |
|------------------|--------|-------------------------|
| Subject Property | R-9*   | Single Family Residence |
| North            | R-9    | Single Family Residence |
| South            | RSF-2  | Single Family Residence |
| East             | RSF-2  | Single Family Residence |
| West             | RSF-2  | Single Family Residence |

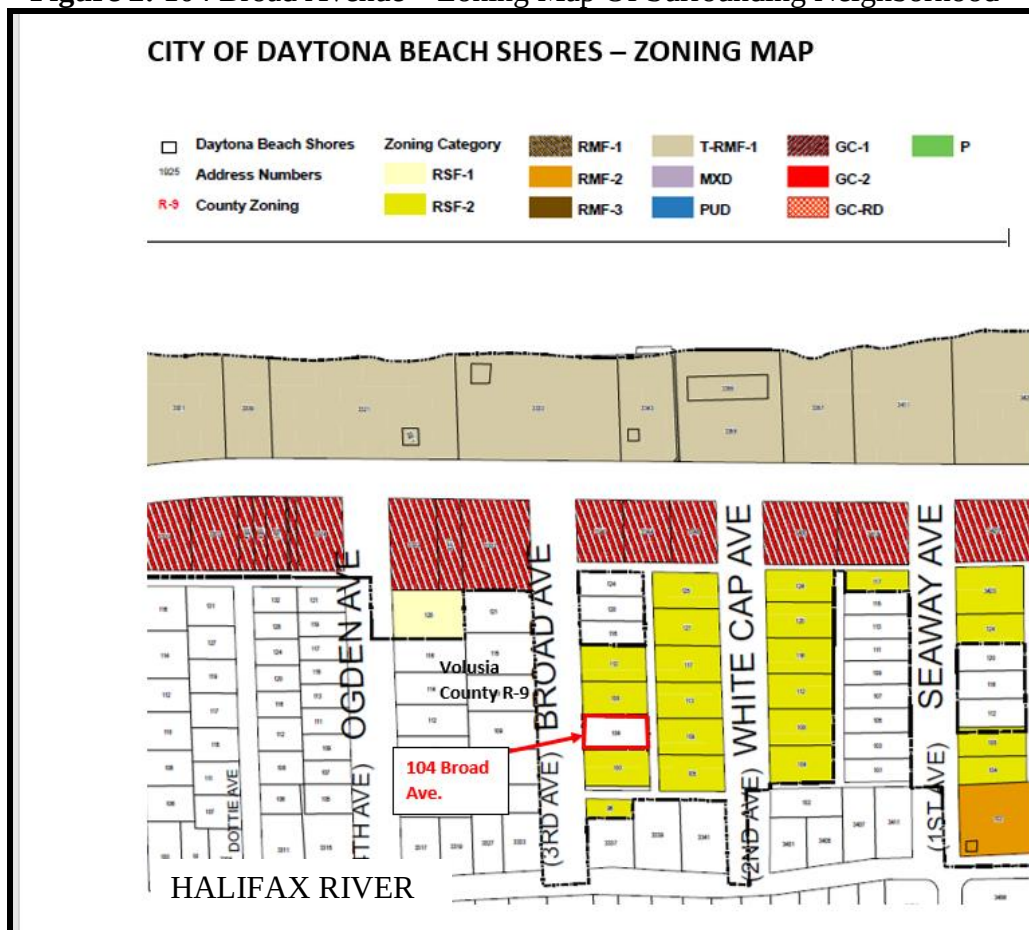
**Notes:** \*R-9 = Volusia County *Urban Single-Family Residential District*; + PUD = Daytona Beach Shores *Planned Unit Development District*.

**Figure 1:** Aerial View-104 Broad Avenue and Surrounding Neighborhood



**Source:** Volusia County Property Appraiser, 2021

**Figure 2: 104 Broad Avenue – Zoning Map Of Surrounding Neighborhood**



**Figure 3: 104 Broad Avenue – Street View**



Source: GoogleMaps, 2018



As noted in **Table 1** above, the subject property is currently zoned Volusia County R-9 Urban Single-Family Residential District. According to the Volusia County Land Development Code, the purpose, intent and permitted uses of the existing zoning district is as follows:

“R-9 Urban Single-Family Residential District”:

*Purpose and intent:* The purpose and intent of the R-9 Urban Single-Family Residential Classification, is to provide medium-low-density residential developments, preserving the character of existing or proposed residential neighborhoods.

*Permitted principal uses and structure:* In the R-3 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions.

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills.

Fire stations.

Home occupations, class A.

Houses of worship.

Parks and recreational areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Single-family standard or manufactured modular dwelling.

### **C. PROPOSED ZONING**

The proposed zoning for the subject property is RSF-2 Urban Single-Family Residential Detached District. According to the Daytona Beach Shores Land Development Code, the purpose, intent and permitted uses of the proposed zoning district is as follows:

“RSF-2 Urban Single-Family Residential Detached District”:

*Purpose and Intent:* The purpose and intent of the RSF-2 Urban Single-Family Residential Detached District is to provide medium residential density for the purpose of preserving the character of existing residential neighborhoods and generally implementing the city's land use plan within, but not necessarily limited to, those areas shown for single-family use.

*14-17.2. Permitted Principal Uses and Structures:*

Single-family dwelling.

Telecommunication towers and antennas, subject to compliance with section 14-60.1 et seq.

#### 14-17.3. Permitted Accessory Uses and Structures.

Home occupations regulated by section 14-45 and other accessory uses or structures customarily incidental to the permitted principal use or structure.

### **D. COMPREHENSIVE PLAN**

The City is in the process of amending its Adopted Comprehensive Plan (2030) Future Land Use Map to assign the City's *Residential Low Intensity* future land use (FLU) classification to the subject property. This FLU classification allows up to four (4) residential units per acre, which is same as the current Volusia County *Urban Low Intensity* FLU for the property in question. Therefore, the existing acreage and proposed zoning will restrict the use to one single-family residential unit.

Objective 1-1.4 of the Comprehensive Plan states that land uses which are inconsistent with the character and overall Future Land Use Plan of the City shall be discouraged through the prohibition of objectionable uses such as industries and warehousing. The proposed future land use and proposed zoning are not objectionable or inconsistent with the future land use map and surrounding neighborhood. Therefore, the proposed zoning classification is consistent with the City's Adopted Comprehensive Plan (2030) and proposed FLU classification.

### **E. REVIEW AND COMMENTS**

The subject application was initiated by the property owner, Heather Roberts. The subject property is located at 104 Broad Avenue and has an acreage of 0.23+/- . The site has vehicular and pedestrian access to the abutting Broad Avenue which connects to S. Peninsula Drive and S. Atlantic Avenue.

The proposed zoning change will be consistent with the previous Volusia County zoning and adjacent zoning district classifications. The property is currently occupied with a single-family residential structure. According to the property owner, no redevelopment is intended and the proposed change is density neutral.

Since the application in question regards a single-family residential property, it is exempt from the City's Concurrency Review Process as it does not substantially impact any of the City's public facilities or infrastructure. Further, adequate potable water, sewer, solid waste, recreation, public school and transportation facility capacities are currently available and serve the subject property.

### **F. FINDING OF FACTS**

When considering a request to change zoning, the Planning and Zoning Board shall consider the following criteria pursuant to Section 14-66 of the Land Development Code. Below are staff's

findings considering each criterion outlined in the aforementioned section of the Code. The applicant's responses to the criteria are attached in the **Exhibit B** (owner's application).

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

The proposed zoning change will not provide an unfavorable impact on the environment or natural resources of the area. The property in question is currently developed with a single-family residential structure. If redeveloped, consistency with the City's Land Development Code will be required. Further, the proposed zoning change would not permit hazardous uses such as industry, which could have an unfavorable impact on the environment and natural resources of the area.

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

The proposed zoning will generally have a neutral impact on the economy of the area as the property is currently developed and no redevelopment or change in entitlement is sought. The zoning is also consistent with the Volusia County Zoning District classification and the proposed zoning change is density and use neutral.

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

The subject property is currently developed as a single-family residence. This existing use will not unduly burden public facilities. The subject property is currently being served with or has access to transportation, public schools, water, sewer, and solid waste disposal services. All existing public facilities have adequate capacity and the proposed rezoning will not provide any more impact on said facilities than the current Volusia County Zoning currently permits (see **Table 2** below).

**Table 2:** Impact Analysis (Theoretical Max.)

| Development Variable                         | Current Future Land Use<br>(0.2-4 units/acre) | Proposed Future Land Use<br>(0.2-4 units/acre) | Change |
|----------------------------------------------|-----------------------------------------------|------------------------------------------------|--------|
| Residential Units Allowed                    | 1                                             | 1                                              | None   |
| Population <sup>1</sup>                      | 1.75                                          | 1.75                                           | None   |
| AM / PM Peak Hour Trips <sup>2</sup>         | 0.75/1.01                                     | 0.75/1.01                                      | None   |
| Sanitary Sewer<br>(gallons/day) <sup>3</sup> | 250                                           | 250                                            | None   |
| Potable Water<br>(gallons/day) <sup>4</sup>  | 192.5                                         | 192.5                                          | None   |
| Solid Waste (lbs./person) <sup>5</sup>       | 17.5                                          | 17.5                                           | None   |
| Stormwater Drainage <sup>6</sup>             | n/a                                           | n/a                                            | n/a    |
| Recreation/Open Space                        | See summary below                             | See summary below                              | None   |
| Public School Student(s)                     | 0.396                                         | 0.396                                          | None   |

Notes:

1. Population: 1.75 persons per single-family dwelling
2. Transportation: Rates are for peak hour of adjacent street traffic

- |                         |                                                                                                                                                            |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         | Single-family residential unit = 0.75 AM trips, 1.01 PM trips                                                                                              |
| 3. Sanitary Sewer:      | 250 gallons per dwelling unit per day                                                                                                                      |
| 4. Potable Water:       | 110 gallons per capita per day                                                                                                                             |
| 5. Solid Waste:         | 10 pounds per capita per day                                                                                                                               |
| 6. Stormwater Drainage: | LOS standard = 25 year, 24 hour event. If property is redeveloped, drainage system will be designed to meet the requirements of the Land Development Code. |
| 7. Public School:       | Generation rates = 0.396 per single-family unit.                                                                                                           |

Sources:

2010 US Census

ITE Trip Generation Manual, 7<sup>th</sup> Edition

Policy 9-1.3 Daytona Beach Shores Comprehensive Plan Update (2030)

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

The proposed zoning will not unduly burden transportation facilities. There is already adequate vehicular access from the abutting S. Peninsula Drive road and the existing system of local, collector and arterial road network. The adjacent transportation network currently operates above the adopted level of services.

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

The proposed zoning change involves a single-family residential property being rezoned to a Daytona Beach Shores compatible single-family residential zoning district classification. Hence, the rezoning will not impact the ability of people to find adequate housing since the change will neither create new housing nor eliminate existing housing stock.

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

The City is in the process of amending its Adopted Comprehensive Plan (2030) Future Land Use Map to assign the City's *Residential Low Intensity* future land use (FLU) classification to the subject property. This FLU classification allows up to four (4) residential units per acre, which is same as the current Volusia County *Urban Low Intensity* FLU for the property in question.

Objective 1-1.4 of the Comprehensive Plan states that land uses which are inconsistent with the character and overall Future Land Use Plan of the City shall be discouraged through the prohibition of objectionable uses such as industries and warehousing. The existing single-family residence, proposed future land use and proposed zoning are not objectionable or inconsistent with the future land use map and surrounding neighborhood. Therefore, the proposed zoning classification is consistent with the City's Adopted Comprehensive Plan (2030) and proposed FLU classification.

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

The physical, economic or environmental conditions relative to the property in question and the surrounding area have not changed so as to require a zoning change. However, the subject property was annexed into the City through the voluntary annexation process pursuant to Section 171.044, *Florida Statutes*. However, Section 171.062, *Florida Statutes* limits regulatory and development control over an annexing property if the area annexed was subject to a county land use plan and county zoning and said regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area, hence, the purpose of this application to amend the zoning classification of the subject property.

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

There was no mistake made in the original zoning of the property. The property was annexed into the City from unincorporated Volusia County; therefore the appropriate City zoning classification must be assigned so that the City may provide developmental and regulatory control.

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

The proposed zoning change is consistent with the existing Volusia County zoning district classification and is density and use neutral. Therefore, the proposed change will maintain a stabilizing effect on the surrounding areas.

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

Spot zoning generally occurs when an individual parcel is assigned a zoning classification that is incompatible with the surrounding area. However, the proposed zoning change is consistent with the existing Volusia County zoning district classification in the area and the amendment is density and use neutral. Further, the proposed zoning classification will provide an existing use that is identical to the City's and County's zoning classification in the neighborhood. Therefore, the proposed change does not constitute spot zoning.

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

The proposed change involves rezoning one individual property which was annexed into the City's corporate limits. The proposed zoning classification is consistent with the existing neighborhoods use, future land use and zoning classifications. Therefore, the proposed change is not the singling out of a small parcel of land allowing a use that is totally different from that of the surrounding area.

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

The proposed change involves rezoning one individual property which was annexed into the City's corporate limits. The proposed zoning classification is consistent with the existing neighborhood uses, future land use and zoning classifications. Therefore, the proposed change would not be solely for the benefit of the owner and to the detriment of the community but instead the change would benefit the entire community by maintaining the existing land use of the property and the integrity of the neighborhood.

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

The proposed change is consistent with the neighborhood existing and future land uses and therefore serves the entire community by maintaining the neighborhood's single-family residential characteristics.

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

The rezoning will not materially diminish the value of the surrounding properties or substantially alter the characteristics of the neighborhood since the proposed rezoning will ensure the single-family nature of the community is maintained.



**CITY COUNCIL AGENDA MEMORANDUM  
DECEMBER 14, 2021 AGENDA**

**TO:** Honorable Mayor and Members of the City Council

**FROM:**

**PREPARED BY:** Cheri Schwab, City Clerk

**SUBJECT:** Resolution 2021-13

**SYNOPSIS:**

**FISCAL IMPACT STATEMENT:**

**BACKGROUND:**

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

**ATTACHMENT:**

1. 211202 Draft Res. 2021-13 SM 816 sodium potassium
2. 2111205 Resolution 2021-13 Backup and Scientific evidence
3. 210901 SSaSS research summary nejmoa2105675\_research-summary
4. 181222 Endorsement document with WW signature



**RESOLUTION NO. 2021-13**

**A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, URGING THE FLORIDA LEGISLATURE TO SUPPORT SENATE MEMORIAL 816 AS PRESENTED FOR CONSIDERATION FOR THE 2022 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, during the 2022 Legislative Session of the State of Florida, Senator Wright sponsored Senate Memorial 816, which urges Congress to adopt legislation lowering the ratio of sodium to potassium in processed and restaurant foods sold and consumed in the United States; and

**WHEREAS**, there is persuasive scientific evidence that a high ratio of sodium to potassium in the diet of most Americans predisposes them to stroke and heart disease and increases mortality rates; and

**WHEREAS**, about 80 percent of Americans' sodium intake comes from processed and restaurant foods, with the average ratio of sodium to potassium in their diets being approximately 10:7; and

**WHEREAS**, the Food and Nutrition Board of the Institute of Medicine, now known as the National Academy of Medicine, in 2005 recommended a ratio of sodium to potassium of approximately 1:3; and

**WHEREAS**, a modest decrease in the sodium to potassium ratio in the nation's diet would result in a substantial improvement in the long-term health of millions of Americans,

including a decline in deaths due to stroke and heart disease and a substantial increase in life expectancy which would affect more than 85% of the populations of Daytona Beach Shores, Florida, and the United States; and

**WHEREAS**, a modest decrease in the sodium to potassium ratio of the nation's diet in Finland from 1972 to 2002 is considered a very important contributor to a 75% to 80% decline in age-adjusted death rates due to stroke and heart disease and a substantial increase in life expectancy (5 to 6 years) during that period; and

**WHEREAS**, a recent randomized controlled trial of more than 20,000 people in rural China over 5 years showed a statistically significant reduction in strokes, adverse cardiovascular events, and death from any cause with an even more modest decrease in the dietary sodium to potassium ratio; and

**WHEREAS**, another randomized controlled trial (reported in 2006) of almost 2,000 people over 3 years showed a 39% lower cardiovascular disease incidence, a 70% lower heart failure incidence, and a 50% lower cerebrovascular disease incidence with a larger reduction in the sodium to potassium ratio than was achieved in the recent trial in rural China mentioned above (but still less than a reduction that could be achieved in the U.S.); and

**WHEREAS**, the City Council of the City of Daytona Beach Shores supports and encourages a legislative effort to favorably approve Senate Memorial 816 and any other similar legislation or memorials during the 2022 legislative session.

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

**SECTION ONE.** The City Council hereby acknowledges the above Whereas provisions and adopts the same as legislative findings.

**SECTION TWO.** That the City Council of the City of Daytona Beach Shores hereby encourages the Florida Senate to favorably approve Senate Memorial 816 and for the Legislature to pass legislation or other memorials encouraging the federal government to enact legislation reducing the sodium to potassium ratios in processed and restaurant foods sold and consumed in the United States to be consistent with the 2005 Institute of Medicine recommendations..

**SECTION THREE.** That the Mayor, City Council members, and City Manager or his designee, are hereby authorized to distribute a copy of this resolution to the Governor, the President of the Florida Senate, the Speaker of the Florida House of Representatives, and to other people as appropriate.

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

**CITY OF DAYTONA BEACH SHORES, FLORIDA**

By: \_\_\_\_\_  
Mayor, Nancy Miller

**ATTEST:**

By: \_\_\_\_\_  
Michael T. Booker, City Manager

By: \_\_\_\_\_  
Cheri Schwab, City Clerk

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
John Cary, City Attorney

Passed and adopted on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Posted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

## **Backup and Scientific Evidence in Support of Resolution 2021-13**

More than 85% of the population of Daytona Beach Shores (and of FL and of the US) will realize significant long term health benefits (significant reductions in the risk of Cardiovascular Disease, Stroke, Chronic Kidney Disease, and likely other diseases).when the goal described in SM 816 is reached. The percentage is probably closer to 95% than to 85% but 85% is used as a conservative percentage.

People who are interested in Resolution 2021-13 and this backup material will likely not find the first 5 pages in this section overly difficult to understand. Many people may find the last 3 pages too detailed and tedious for their taste, particularly if they try to follow the links. Those 3 pages are mainly for the purpose of putting the details of the persuasive scientific evidence on the record. Hopefully they will provide a comfort level that the resolution is supported by persuasive scientific evidence.

In terms of the number of people benefited (over time) and the average benefit per person and the implementation costs, this will be one of the most important and most cost-effective public health efforts in the US when the goal is achieved.

Significantly reducing the Na/K (sodium/potassium) ratio in the food supply will have a health impact that will be of the ballpark size of the impact of reducing smoking to zero in that, over time, the average increase in life expectancy and healthy life expectancy will be measured in years. The cost will be de minimis in comparison with the cost of reducing smoking to the current approximately 15% of the US population. There are about 6 times as many people with high dietary Na/K ratios as there are people who smoke in the US. Smoking reduction occurred over 5 to 6 decades. This goal (in SM 816) could be achieved in less than 10% of that time.

The last 5 pages of this section covers a lot of the persuasive scientific evidence that existed when the document (called the EDE) was produced in 2017. The first page is Walter Willett's (MD, MPH, DPH) endorsement and was handed out at the last City Council meeting. It explains the short-term goal of significantly reducing the Na/K ratio (increasing the K/Na ratio) in processed and restaurant foods in the US. Dr. Willett is one of the most distinguished experts in the world in the field of nutrition and public health. This effort has been endorsed by many other highly credentialed people (who are nationally and internationally known) from places like the Harvard School of Public Health, Harvard Medical School, MIT, Cleveland Clinic, Yale, Physicians Committee for Responsible Medicine, True Health Initiative, Tufts, Baylor School of Medicine, etc.

The second page of the EDE summarizes 6 different lines of evidence that all point in the same direction: significantly decreasing the dietary Na/K ratio (increasing the K/Na ratio) will provide significant long term health benefits. The last three pages contain 16 references which in turn contain references whose total number is in the hundreds.

Since that document was written there has been published the results of a large randomized controlled trial (RCT) of over 20,000 people for 5 years in rural China. The third page in this section is a one-page research summary of the study and was handed out at the last City Council

meeting. The study, which was recently published in the New England Journal of Medicine (NEJM), showed that the use of a salt substitute with a very modest Na/K ratio reduced the risk of strokes, fatal strokes, CVD deaths, and all deaths.

The goal in SM 816 will produce a much larger decrease in the Na/K ratio and thus the risk of these killer and disabling diseases will be decreased much more dramatically.

Reference 1 in the EDE describes a large RCT that showed a 39% lower cardiovascular disease incidence, a 70% lower heart failure incidence, and a 50% lower cerebrovascular disease incidence with a smaller reduction in the Na/K ratio than will be achieved by the goal in SM 816.

Even more evidence was recently published in the NEJM. It was titled “*24-Hour urinary sodium and potassium excretion and cardiovascular risk*”. Na and K in the urine are correlated with the dietary intake.

After the goal is achieved in the US, it can be exported to any county that wishes to achieve a similar goal. The global benefit will be increased roughly by the population of each added country (where there is heavy consumption of processed and restaurant foods) divided by the population of the US. Currently, the US is less than 5% of the global population.

All of the effort toward the goal has been and likely will be pro bono.

# Effect of Salt Substitution on Cardiovascular Events and Death

Neal B et al. DOI: 10.1056/NEJMoa2105675

## CLINICAL PROBLEM

Salt substitutes that replace part of the sodium in regular salt with potassium chloride have been shown to decrease blood pressure, but their effects on cardiovascular and safety outcomes are unclear.

## CLINICAL TRIAL

**Design:** An unblinded, cluster-randomized trial examined cardiovascular and safety outcomes with a salt substitute as compared with regular salt in high-risk adults.

**Intervention:** 600 villages in rural China were assigned to use a salt substitute (75% sodium chloride, 25% potassium chloride) for all household cooking and food preservation or to continue using regular salt (100% sodium chloride). A total of 20,995 adults with a history of stroke or age  $\geq 60$  years with poorly controlled blood pressure were included. The primary outcome was stroke.

## RESULTS

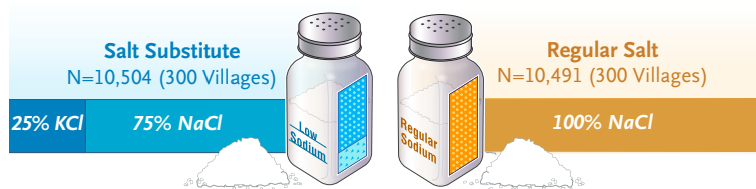
**Efficacy:** During a mean follow-up of 4.74 years, the incidence of stroke was significantly lower in the salt-substitute group than in the regular salt group. Secondary outcomes, including major cardiovascular events and death from any cause, also favored the salt substitute.

**Safety:** The incidence of clinical hyperkalemia did not differ between the groups.

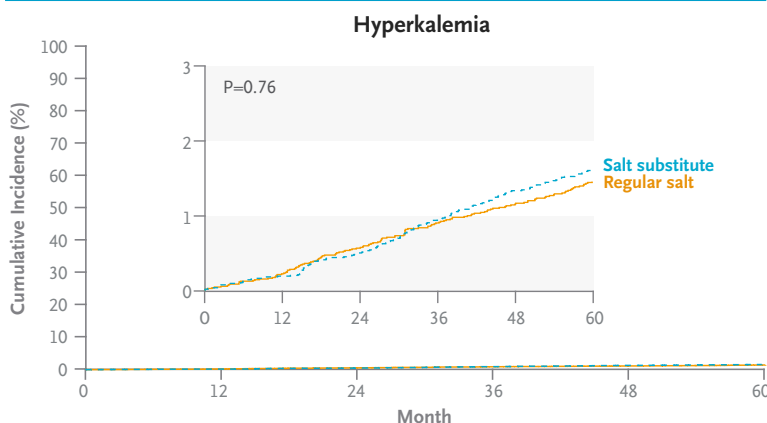
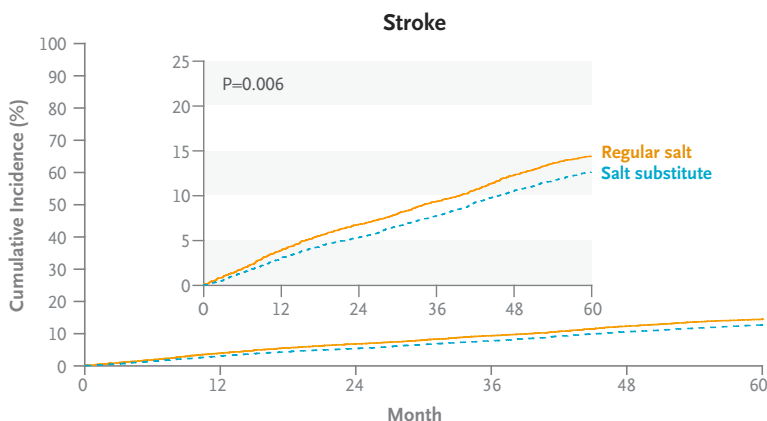
## LIMITATIONS AND REMAINING QUESTIONS

- Participants were aware of the trial-group assignments.
- Whether the findings can be generalized to other settings or populations is unknown.
- Serum electrolytes were not measured serially, so some instances of hyperkalemia were likely to have been missed.

Links: [Full Article](#) | [NEJM Quick Take](#) | [Editorial](#)



| Outcomes                | Salt Substitute<br>no. of events per 1000 person-yr | Regular Salt | Rate Ratio<br>(95% CI) | P Value |
|-------------------------|-----------------------------------------------------|--------------|------------------------|---------|
| Stroke                  | 29.14                                               | 33.65        | 0.86 (0.77–0.96)       | P=0.006 |
| Major Adverse CV Events | 49.09                                               | 56.29        | 0.87 (0.80–0.94)       | P<0.001 |
| Death from Any Cause    | 39.28                                               | 44.61        | 0.88 (0.82–0.95)       | P<0.001 |
| Hyperkalemia            | 3.35                                                | 3.30         | 1.04 (0.80–1.37)       | P=0.76  |



## CONCLUSIONS

In this study among patients with a mean age of 65.4 years and a history of stroke or high blood pressure, use of a salt substitute lowered the risks for stroke, major cardiovascular events, and death from any cause.

October 10, 2017

Association for a Healthier America, 2 Oceans West Blvd, Suite 1801, Daytona Beach Shores, FL 32118

There are several persuasive lines of scientific evidence (Appendix A) and a very important randomized controlled clinical trial<sup>1</sup> that, taken together, strongly support the conclusion that a low ratio of potassium to sodium content of the diet predisposes to high stroke and heart disease incidence and mortality rates<sup>2</sup>.

Therefore, we support regulation of the ratio of potassium to sodium (K/Na) in processed and fast foods in order to achieve a higher ratio than is now present in the US.

The key facts are:

- The average dietary K/Na ratio in the US diet is about 0.7.<sup>3</sup>
- According to potassium and sodium intake recommendations from the Food and Nutrition Board of the Institute of Medicine (now the National Academy of Medicine), it should be approximately 3.0.<sup>4</sup>
- Approximately 80% of sodium intake is from processed and fast foods in the US.<sup>5</sup>
- A modest increase in the K/Na ratio of the nation's diet in Finland from 1972 to 2002 is considered a very important contributor to a 75% to 80% decline in age-adjusted death rates due to stroke and heart disease and a substantial increase in life expectancy (5 to 6 years) during that period.<sup>6</sup>

Taking this step to increase the K/Na ratio of the processed and fast food sold and consumed in the US would result in a substantial improvement in the long-term health of millions of Americans. It would be ideal if everyone consumed healthy diets in all ways and had other healthy lifestyle habits, but that is unlikely to happen for decades. Consumption of processed and fast foods will likely remain high long into the future; so, making them healthier will result in lower incidence of strokes and heart disease and may have other health benefits.

A small minority of the population who has serious kidney disease or possibly other serious health conditions should not change any aspect of their dietary intake of potassium or sodium without consultation in advance with their personal physician. Improving the K/Na ratio should normally only be attempted by changes to diet. Potassium supplements should be used only with medical supervision.



Walter C. Willett, M.D., Dr. P.H.

Professor of Epidemiology and Nutrition, Harvard T.H. Chan School of Public Health  
Professor of Medicine, Harvard Medical School



## Appendix A Lines of evidence

**Evolutionary** – the human biology has been “trained” for millions of years on diets that have a K/Na ratio larger than ten<sup>7</sup>. The profound changes in diet (and other lifestyle conditions) that began with the introduction of agriculture and animal husbandry ≈10000 years ago and the more recent introduction of NaCl and processed foods occurred too recently on an evolutionary time scale for the human biology to adjust.

**Biological** - The dietary K/Na affects the efficiency and effectiveness of the very important Na-K pump which affects every cell in the body. Poor operation of that pump leads to cellular dysfunction which leads to disease.

One of the signs of CV cellular dysfunction<sup>8</sup> is high blood pressure, but it is likely the dysfunction itself that leads to CVD and strokes and death. The following facts indicate the importance of the Na-K pump. About 30% of the body's energy consumption is devoted to the Na-K pump. The voltage gradients involved at the cell surface are on a scale larger than that of lightning. Even a simplified discussion of the Na-K pump and its ramifications occupies about 30 pages (with 83 footnotes) in a 2001 book<sup>9</sup> by Dr. Richard Moore (M.D., Ph.D.). See also: <http://ajpendo.physiology.org/content/312/4/E348.long> (reference 13)

**Anthropological**<sup>10</sup> – “Anthropologists have studied blood pressure in over thirty groups of indigenous people, including African hunter-gatherers and aboriginals in Australia and in South America. None of these groups has been afflicted with high blood pressure until they adopt a modern lifestyle. Hospital records in Africa illustrate that in the early part of this century high blood pressure just wasn’t observed in such “primitive” areas. ...Not only do these groups of aboriginal people have almost no hypertension, but they also seldom have strokes, heart attacks, or diabetes”<sup>11</sup>. These indigenous groups had high dietary K/Na ratios like that of the human race before 10000 years ago.

**Review of 52 randomized controlled clinical trials:** “Evidence from these studies demonstrates that high salt intake not only increases blood pressure but also plays a role in endothelial dysfunction, cardiovascular structure and function, albuminuria and kidney disease progression, and cardiovascular morbidity and mortality in the general population. Conversely, dietary potassium intake attenuates these effects, showing a linkage to reduction in stroke rates and cardiovascular disease risk. ... Thus, the body of evidence supports population-wide sodium intake reduction and recommended increases in dietary potassium intake as outlined by current guidelines as an essential public health effort to prevent kidney disease, stroke, and cardiovascular disease. ... a sufficient number of studies were graded “A”, resulting in a level 1 recommendation for salt restriction and potassium supplementation”<sup>12</sup>.

**Epidemiological** – <https://www.ncbi.nlm.nih.gov/pubmed/21747015> “Our findings suggest that a higher sodium-potassium ratio is associated with significantly increased risk of CVD and all-cause mortality, and higher sodium intake is associated with increased total mortality in the general US population”<sup>15</sup>. See also references 2 and 13.

**Animal Studies** – “Male stroke prone spontaneously hypertensive rats (SHRSP) were fed 4% NaCl diet containing either 0.75% normal potassium or 2.11% high-potassium, starting at 6 weeks of age. After 8 months on these diets, 40 out of 58 SHRSP on 0.75% potassium had died (69% mortality) versus two dead out of 95 on 2.11% potassium (2% mortality), a 97% reduction in mortality, P less than 0.000 01. ... Seemingly, the striking reduction in mortality rate with the 2.11% high-potassium diet does not depend on a lowering of BP. ... High-potassium diets allow cerebral arteries to carry very high BPs without sustaining damage to the artery wall, thereby drastically reducing brain haemorrhages and infarcts and lowering the death rate. Moreover, hypertension does not invariably lead to artery hypertrophy, since a high-potassium diet can prevent most of it.”<sup>14</sup>

## Notes, References and Links

1. Link: <http://ajcn.nutrition.org/content/83/6/1289.full.pdf+html>

In late summer of 2006, the first controlled clinical trial of increasing the dietary K/Na ratio was published from Taiwan by Chang *et al.*. A controlled clinical trial of this type had not been done before because of the almost impossible task of getting a large number of people in the same age range to consume identical diets. The study could be done in Taiwan because there was a large complex of veterans' homes that all had the same menu.

After 31 months, the study found that, compared to the veterans' homes which still used table salt (NaCl) in their kitchens, those where a salt mixture with equal amounts of potassium and sodium had been substituted for NaCl had a statistically significant:

- \_\_39% lower cardiovascular disease incidence
- \_\_70% lower heart failure incidence
- \_\_50% lower cerebrovascular disease incidence

An important aspect of this study is that the K/Na ratio in the salt substitute was only 1/1. This provided a total K/Na ratio that was nowhere near optimal, but still provided a very substantial and significant improvement in health outcomes.

Source: Chang H-Y, Hu YW, Yue C-S *et al.* Effect of potassium-enriched salt on cardiovascular mortality and medical expenses of elderly men. *American Journal of Clinical Nutrition* 2006;83:1289–96.

2. Link: <https://www.hsph.harvard.edu/nutritionsource/2011/07/11/too-much-salt-too-little-potassium-increases-risk-of-death/>

Comment: “A large new study [by Yang *et al.*] finds that people who eat high sodium, low potassium diets have a higher risk of dying from a heart attack or from any cause. The study bolsters the already-substantial evidence that high salt diets have negative effects on health.”

“This new study is much larger and controlled for key factors that were ignored in [a] previous report.” said Dr. Walter Willett, chair of the Department of Nutrition at Harvard School of Public Health.

Sources: Yang Q, Liu T, Kuklina EV *et al.* Sodium and potassium intake and mortality among US adults: prospective data from the Third National Health and Nutrition Examination Survey. *Arch Intern Med.* 2011 ; 171(13): 1183-91. doi: 10.1001/archinternmed.2011.257. Too much salt, too little potassium, increases risk of death *The Nutrition Source, Harvard T.H. Chan School of Public Health*, 11 July 2011.

3. Link: [http://www.fasebj.org/content/28/1\\_Supplement/384.7](http://www.fasebj.org/content/28/1_Supplement/384.7) In the US, the mean K/Na intake ratio for men is about 0.67 and for women about 0.71. Source: Rhodes D, Parker E, Goldman J. Sodium to potassium ratio and food choices of U.S. adults. *FASEB Journal* 2014 ;28 (1) Supplement 384.7.

4. Link: <https://doi.org/10.17226/10925> The IOM (now the National Academy of Medicine) recommends, for everyone age 9 years and older, intake of 4700 mg of K and 1500 mg of Na daily. Source: Appel L, Baker DH, Bar-Or O *et al.* Institute of Medicine, National Academy of Sciences. *Dietary Reference Intakes for water, potassium, sodium, chloride, and sulfate*. Washington, DC: The National Academies Press; 2005.

5. Link: <https://www.hsph.harvard.edu/news/magazine/sugar-and-salt/> “Almost 80 percent of the salt in the American diet comes not from the salt shaker, but from processed or restaurant foods.” Sources: Mattes RD, Donnelly D. Relative contributions of dietary sodium sources. *J Am Coll Nutr* 1991;10: 383–393; **Public health takes aim at sugar and salt.** Harvard T.H. Chan School of Public Health. *Harvard Public Health News*, Fall 2009.
  
6. Link: [http://www.onlinepcd.com/article/S0033-0620\(06\)00083-1/fulltext](http://www.onlinepcd.com/article/S0033-0620(06)00083-1/fulltext) “During the past 30 years, the one-third decrease in the average salt intake has been accompanied by a more than 10 mm Hg fall in the population average of both systolic and diastolic blood pressure, and a 75% to 80% decrease in both stroke and coronary heart disease mortality in Finland.” Source: Karppanen H, Mervaala E. Sodium Intake and Hypertension. *Progress in Cardiovascular Diseases* 2006;49(2):59 75
  
7. Link: <http://ajcn.nutrition.org/content/81/2/341.long#ref-160> “Taken together, the addition of manufactured salt to the food supply and the displacement of traditional potassium-rich foods by foods introduced during the Neolithic and Industrial periods caused a 400% decline in the potassium intake while simultaneously initiating a 400% increase in sodium ingestion.” Source: Cordain L, Eaton SB, Sebastian A *et al.* Origins and evolution of the Western diet: health implications for the 21st century. *Am J Clin Nutr* 2005; 81(2): 341-354
  
8. Link: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3549053/> Source: Jablonski KL Racine ML, Geolfos CJ *et al.* Dietary sodium restriction reverses vascular endothelial dysfunction in middle-aged/older adults with moderately elevated systolic blood pressure. *J Am Coll Cardiol.* 2013; 61(3): 335-343. doi:10.1016/j.jacc.2012.09.010
  
9. Source: Chapter 4 – The Action at the Cell Membrane – Link: [https://www.amazon.com/High-Blood-Pressure-Solution-Scientifically/dp/0892819758/ref=asap\\_bc?ie=UTF8](https://www.amazon.com/High-Blood-Pressure-Solution-Scientifically/dp/0892819758/ref=asap_bc?ie=UTF8) See also Link: <http://ajpregu.physiology.org/content/290/3/R546.long> Source: Haddy FJ, Vanhoutte PM., Feletou M. Role of potassium in regulating blood flow and blood pressure. *American Journal of Physiology - Regulatory, Integrative and Comparative Physiology* 2006; 290 (3): R546-552 DOI:10.1152/ajpregu.00491.2005
  
10. “. . . a blood pressure in the . . . optimal range of less than 120 mm Hg and less than 80 mm Hg . . . is the norm in unacculturated [native] societies where age-related changes in blood pressure are uncommon.” Source: National Blood Pressure Education Program Working Group Report on Primary Prevention of Hypertension. *Arch Intern Med.* 1993; 153(2): 186-208. doi:10.1001/archinte.1993.00410020042003
  
11. Quotations here are from Chapter 5 of Moore R. *The High Blood Pressure Solution: A Scientifically Proven Program for Preventing Strokes and Heart Disease* Rochester, Vermont: Healing Arts Press; 2001. This chapter includes 64 references that support these and related statements.
  
12. Link: <http://www.mayoclinicproceedings.org/article/S0025-6196%2813%2900463-1/pdf> Source: Aaron Kristal J., Sanders PW. Role of dietary salt and potassium intake in cardiovascular health and disease: A review of the evidence. *Mayo Clin Proc.* 2013; 88(9): 987-995

According to this report, “Randomized trials of the effect of dietary salt intake reduction or increased potassium intake on blood pressure, target organ damage, cardiovascular disease, and mortality were included. Fifty-two publications from January 1, 1990, to January 31, 2013, were identified for inclusion. . . . Evidence

from these studies demonstrates that high salt intake not only increases blood pressure but also plays a role in endothelial dysfunction, cardiovascular structure and function, albuminuria and kidney disease progression, and cardiovascular morbidity and mortality in the general population. Conversely, dietary potassium intake attenuates these effects, showing a linkage to reduction in stroke rates and cardiovascular disease risk.”

13. Link: <http://ajpendo.physiology.org/content/312/4/E348.long> Cardiovascular benefits were associated with higher dietary K<sup>+</sup> vs. lower dietary Na<sup>+</sup>: evidence from population and mechanistic studies. Source: McDonough AA, Veiras LC, Guevara CA *et al.* Cardiovascular benefits associated with higher dietary K<sup>+</sup> vs. lower dietary Na<sup>+</sup>: evidence from population and mechanistic studies. *American Journal of Physiology - Endocrinology and Metabolism* 2017; 312(4): E348- E356 doi: 10.1152/ajpendo.00453.2016

14. Link: <http://europepmc.org/backend/ptpmcrender.fcgi?accid=PMC2279690&blobtype=pdf> Source: Tobian L. High-potassium diets markedly protect against stroke deaths and kidney disease in hypertensive rats, an echo from prehistoric days. *Journal of Hypertension. Supplement : Official Journal of the International Society of Hypertension* 1986; 4(4): S67-76. An abstract is available at: <https://www.ncbi.nlm.nih.gov/pubmed/3464706> (PMID:3464706)

15. Link: <https://www.ncbi.nlm.nih.gov/pubmed/21747015> Source: Yang Q, Liu T, Kuklina EV *et al.* Sodium and potassium intake and mortality among US adults: prospective data from the Third National Health and Nutrition Examination Survey. *Arch Intern Med.* 2011; 171(13): 1183-91. doi: 10.1001/archinternmed.2011.257. According to this source, “Our findings suggest that a higher sodium-potassium ratio is associated with significantly increased risk of CVD and all-cause mortality, and higher sodium intake is associated with increased total mortality in the general US population.”

16. Link: [https://www.ncbi.nlm.nih.gov/pubmed/1910064?access\\_num=1910064&link\\_type=MED&dopt=Abstract](https://www.ncbi.nlm.nih.gov/pubmed/1910064?access_num=1910064&link_type=MED&dopt=Abstract) Source: Mattes RD Donnelly D. Relative contributions of dietary sodium sources. *J. Am. Coll. Nutr.* 1991;10:383–393.



**CITY COUNCIL AGENDA MEMORANDUM  
DECEMBER 14, 2021 AGENDA**

**TO:** Honorable Mayor and Members of the City Council

**FROM:**

**PREPARED BY:** Cheri Schwab, City Clerk

**SUBJECT:** Consideration to approve the recommendation from the Opioid Task Force

**SYNOPSIS:**

**FISCAL IMPACT STATEMENT:**

**BACKGROUND:**

**LEGAL REVIEW:**

Recommend approval.

**RECOMMENDATION:**

**SUGGESTED MOTION:**

**ATTACHMENT:**

1. 12-14 Ltr to Task Force 11.23.2021 - Signed
2. 12-14 Interlocal Agreement - opioid settlement 2021.11.23
3. 12-14 Exhibit A - Core Strategies + Approved Uses1
4. 12-14 National\_Opioids\_Settlement\_Form\_and\_Deadlin



**Volusia County  
FLORIDA**  
*Legal Department*

November 23, 2021

***Via Email Transmission***

Volusia County Opioid Task Force Members

Re: Opioid Settlement funds Interlocal Agreement

Dear Task Force Members:

Good afternoon, I have been working closely with Art Graham on the necessary steps for the opioid settlement. I am enclosing with this email a draft of an Interlocal Agreement for the Opioid Settlement Regional funds, along with Exhibit A, which describes approved uses for which any funds received may be spent. Please respond with comments or questions by December 3, 2021.

Sincerely,

Digitally signed by Paolo Soria  
Date: 2021.11.23 12:45:01 -05'00'

Paolo Soria  
Senior Assistant County Attorney  
County of Volusia

CC: Arthur Graham, Assistant County Attorney

INTERLOCAL AGREEMENT GOVERNING USE OF VOLUSIA COUNTY  
REGIONAL OPIOID SETTLEMENT FUNDS

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between Volusia County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the City of Daytona Beach, the City of Daytona Beach Shores, the City of DeBary, the City of DeLand, the City of Deltona, the City of Edgewater, the City of Holly Hill, the City of Lake Helen, the City of New Smyrna Beach, the City of Oak Hill; the City of Orange City; the City of Ormond Beach; the City of Pierson; the City of Ponce-Inlet; the City of Port Orange; and the City of South Daytona; hereinafter referred to as the "Cities."

WHEREAS, a local, state and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics ("opioids") and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation; and

WHEREAS, Volusia County and the municipalities therein are not immune from this nationwide crisis; and

WHEREAS, in April of 2021, a collaborative working group known as the Volusia County Opioid Task Force, hereinafter "Opioid Task Force", consisting of various knowledgeable staff of the local government entities assembled in response to the alarming increase in opioid related drug misuse and opioid-related deaths within the geographic boundaries of Volusia County; and

WHEREAS, the Opioid Task Force will continue to provide local governments with relevant information on the opioid national crises as well as information and analysis on the



nature, extent, and problems in Volusia County and on opioid-related programs consistent with the State MOU; and

WHEREAS, the crisis has caused and is causing an undue strain on local government finances to implement programing to combat the opioid epidemic, to mitigate the harmful effects of the opioid epidemic in the community, and to increase educational campaigns to counteract misinformation about the addictive nature and harmful effects of opioids; and

WHEREAS, the opioid crisis is as pronounced within Volusia County and within certain municipalities within Volusia County as it was throughout most of the harder hit areas in the state of Florida and in the United States and despite the resources expended on combatting the epidemic, the opioid epidemic continues to impact the local community; and

WHEREAS, as a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, hereinafter referred to as the "defendants", to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts; and

WHEREAS, four governmental entities in Volusia County deemed the opioid crisis significant enough to secure litigation counsel and individually elect to file suit against the defendants to wit: Deltona, Daytona Beach, Ormond Beach, and Daytona Beach Shores, (hereinafter referred to as the "MDL Cities") and the County; and

WHEREAS, the lawsuits filed by the MDL Cities and the County were consolidated with other lawsuits filed by state, tribal and local governmental entities into what is known as

the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number I : 17-MD-2804; and

WHEREAS, as a result of this litigation, multiple defendants have begun to negotiate settlements; and

WHEREAS, the Attorney General for the State of Florida (hereinafter "Attorney General") anticipates that Settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly to the MDL Cities and County, despite their position as party plaintiffs; and

WHEREAS, the Attorney General has proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. This agreement (hereinafter referred to as the "State MOU"), as currently drafted, divides settlement funds into three portions designated as City County, Regional and State funds; and

WHEREAS, it is anticipated that the State MOU will set forth the amount and manner of distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds, and the purposes for which Regional funds may be used. The approved uses in the State MOU for which Regional funds may be used are attached as Exhibit A; and

WHEREAS, the parties recognize that local control over Regional Settlement funds is in the best interest of all persons within the geographic boundaries of Volusia County and ensures that Settlement funds are available and used to address opioid-related impacts within Volusia County and are, therefore, committed to the County qualifying as a "Qualified County" and thereby receiving Regional funds pursuant to the State MOU; and

WHEREAS, Volusia County is currently providing or contracting to provide substance abuse, prevention, recovery, and/or treatment services to the citizens in Volusia County; and

WHEREAS, Volusia County currently has programs and policies for abatement of opioid and other substance abuse, prevention, recovery, or treatment services that may be enhanced or supplemented, including, but not limited to: carrying of Narcan by law enforcement officers, first responders, and corrections officers; pro-active support systems such as educational materials and services to reach at-risk individuals identified through historical opioid events and historical locations of events; as well as intervention for individuals suffering from opioid abuse in the criminal justice system;

WHEREAS, the State MOU requires that in order for Volusia County to become a Qualified County eligible to receive Regional Funding, there must be an interlocal agreement among Volusia County and Municipalities, as defined in the MOU, with combined population exceeding 50% of the total population of the Municipalities within Volusia County, with the term "Municipalities" being defined for the purpose in this Agreement as those municipalities with a population of 10,000 or more as required by the State MOU; or with population less than 10,000 who were party plaintiffs; population for purposes of the MOU is determined by specific Census data; and

WHEREAS, historically, government-funded programming geared toward abating the opioid crisis has been data driven based upon community impacts without regard to governmental jurisdictional boundaries; and

WHEREAS, this interlocal provides for the appointment to the Opioid Abatement Funding Advisory Board, which shall review and make recommendations on Volusia County's abatement plan and funding considerations consistent with the abatement plan and State MOU.

WHEREAS, the parties recognize that it is in the best interest of the County and the Cities to enter into this interlocal agreement to ensure Volusia County is a "Qualified County" to receive Regional Funding pursuant to the State MOU.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the parties agree as follows:

Section 1. DEFINITIONS

- A. Unless otherwise defined herein, all defined terms in the State MOU are incorporated herein and shall have the same meanings as in the State MOU.
- B. "Volusia County Regional Funding" shall mean the amount of the Regional Funding paid to Volusia County in its role as a Qualified County.

Section 2. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Execution of this Agreement by the County and the governing bodies of the municipalities as required by the State MOU to enable Volusia County to become a Qualified County and directly receive Volusia County Regional Funding; and
- B. Execution of all documents necessary to effectuate the State MOU in its final form; and
- C. Volusia County being determined by the State of Florida to qualify as a "Qualified County" to receive Regional Funding under the State MOU; and

D. Filing of this Agreement with the Clerk of the Circuit Court for Volusia County as required by Florida Statutes, Section 163.01.

### Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

### Section 4. TERM

The term of this Agreement and the obligations hereunder commences upon the satisfaction of all conditions precedent, runs concurrently with the State MOU, and will continue until one (1) year after the expenditure of all Volusia County Regional Funding, unless otherwise terminated in accordance with the provisions of the State MOU. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, audit, and indemnification will remain in effect after termination or expiration of this Agreement.

### Section 5. BOARD

A. Volusia County Regional Funding will be used in accordance with the requirements of the State MOU, and guidelines set forth by a board established by the County Council (hereinafter referred to as the "Opioid Abatement Funding Advisory Board" or "Advisory Board"), which will include utilizing information, data, and projections provided by the Opioid Taskforce.

i. Opioid Abatement Funding Advisory Board membership shall be comprised of the following members appointed for two-year terms:

1. One member appointed by the City of Daytona Beach;
2. One member appointed by the City of Daytona Beach Shores;

3. One member appointed by the City of DeBary;
4. One member appointed by the City of DeLand;
5. One member appointed by the City of Deltona;
6. One member appointed by the City of Edgewater;
7. One member appointed by the City of Holly Hill;
8. One member appointed by the City of Lake Helen;
9. One member appointed by the City of New Smyrna Beach;
10. One member appointed by the City of Oak Hill;
11. One member appointed by the City of Orange City;
12. One member appointed by the City of Ormond Beach;
13. One member appointed by the Town of Pierson;
14. One member appointed by the Town of Ponce Inlet;
15. One member appointed by the City of Port Orange;
16. One member appointed by the City of South Daytona;
17. One member appointed by the Volusia County Council.

B. The Opioid Abatement Funding Advisory Board shall meet regularly and as often as needed to effectuate its responsibilities, but no less than semi-annually and on a schedule which allows the Opioid Task Force to provide the data compiled for and arising out of its semi-annual meeting to the Opioid Abatement Funding Advisory Board for review and consideration. A majority of the total membership of the Opioid Abatement Funding Advisory Board constitutes a quorum.

- C. The Opioid Abatement Funding Advisory Board shall establish bylaws and an annual process which must include the following:
- a. A date certain each year by which the Opioid Abatement Funding Advisory Board must meet and review the data available from previous years, tending to evidence the local status of the opioid epidemic and the effect of abatement programming.
  - b. A member of the Advisory Board shall abstain from voting on a proposal for funding a program or service provided by that member's local government.
  - c. The Opioid Abatement Funding Advisory Board must review the programs and services of the beneficiaries of Volusia County Regional Funds to determine the outcome of such programs and services in order to hold beneficiaries accountable.
  - d. The Opioid Abatement Funding Advisory Board must annually make recommendations on funding, programs, services, and location priorities for the upcoming year(s) ("Opioid Abatement Funding Advisory Board Priority List," "Priority List," or "Abatement Plan"). County Council shall have final approval of the Abatement Plan, or any amendments thereto.
- D. The County shall perform competitive solicitations for programming and services based on the Opioid Abatement Funding Advisory Board Priority List in accordance with the procurement process in Chapter 2 of the Code of Ordinances, County of Volusia.



- E. Volusia County Regional Funding may be used to enhance current programs or develop new programs consistent with the State MOU. Regional funding is not intended to supplant current funding sources and general funds, and staff will continue to seek funding for opioid related abatement at the levels opioid abatement programs were funded as of the effective date of this agreement.
- F. Final Review recommendations will be approved by the Opioid Abatement Funding Advisory Board, who shall present recommendations to the County Council for approval. The County Council shall approve Opioid Abatement Funding Advisory Board recommendations by a majority vote of the members present unless the County Council rejects such recommendations by a majority vote of the County Council members present. In the event of such rejection, the County Council shall determine and approve by a majority vote of the members present the expenditure of the Regional Funds in accordance with the State MOU.
- G. The Opioid Abatement Funding Advisory Board shall recommend and the County Council shall use its best efforts to fund services and programs that are available to all residents of Volusia County and shall strive to allocate funding and services in a manner that equally benefits all residents of Volusia County.

#### Section 6. ADMINISTRATIVE COSTS

The County is responsible for administering the "Regional Funds" remitted pursuant to the State MOU and, therefore County staff will support the Opioid Abatement Funding Advisory Board and shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting required by the

State MOU and is entitled to the maximum allowable administrative fee pursuant to the State MOU. The administrative fee will be deducted annually from the amount of available Volusia County Regional Funds, and the remaining Volusia County Regional Funds will be spent as provided in the State MOU and as provided herein.

#### Section 7. LOCAL GOVERNMENT REPORTING REQUIREMENTS

To the extent that local governmental entity receives Volusia County Regional Funds directly from the County, any local governmental entity so receiving funds must spend such funds for Approved Purposes and must timely satisfy all reporting requirements of the MOU. Failure to comply with this provision may disqualify the local governmental entity from further direct receipt of Volusia County Regional Funds.

#### Section 8. NON-APPROPRIATION

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer or employee creates any obligation to appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed. The obligations of the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from Volusia County Regional Funds annually which are designated for regional use pursuant to the terms of the State MOU. No liability shall be incurred by the County beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by the County for any or all of this Agreement for a new fiscal period, the County is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. The County agrees to promptly notify

the Cities in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the current fiscal year without penalty to the County and all undistributed funds will be spent for programs previously proposed by the Opioid Abatement Funding Advisory Board and adopted by the County Council.

#### Section 9. INDEMNIFICATION

Each City and the County shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of F.S. § 768.28, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties for any matter arising out of this Agreement.

#### Section 10. SEVERABILITY

If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

#### Section 11. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

#### Section 12. FILING OF AGREEMENT

This Agreement shall be filed with the Clerk of the Circuit court as provided in Section 163.01(11), Florida Statutes.

#### Section 13. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof, as of the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

**ATTEST:**

**COUNTY OF VOLUSIA**, a political  
subdivision of the State of Florida

\_\_\_\_\_

BY: \_\_\_\_\_

**George Recktenwald**  
County Manager

**Jeffrey S. Brower**  
County Chair

DATE: \_\_\_\_\_

DRAFT

**ATTEST:**

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

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

**ATTEST:**

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

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT



**ATTEST:**

**CITY OF DEBARY**, a Florida municipal  
corporation

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

**ATTEST:**

**CITY OF DELAND**, a Florida municipal  
corporation

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

**ATTEST:**

**CITY OF DELTONA,** a Florida  
municipal corporation

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

**ATTEST:**

**CITY OF EDGEWATER,** a Florida  
municipal corporation

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

**ATTEST:**

**CITY OF HOLLY HILL**, a Florida  
municipal corporation

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

**ATTEST:**

**CITY OF LAKE HELEN**, a Florida  
municipal corporation

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

**ATTEST:**

**CITY OF NEW SMYRNA BEACH, a**  
Florida municipal corporation

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

**ATTEST:**

**CITY OF OAK HILL**, a Florida  
municipal corporation

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT



**ATTEST:**

**CITY OF ORANGE CITY**, a Florida  
municipal corporation

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

**ATTEST:**

**CITY OF ORMOND BEACH**, a Florida  
municipal corporation

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

**ATTEST:**

**TOWN OF PIERSON,** a Florida  
municipal corporation

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

**ATTEST:**

**TOWN OF PONCE INLET**, a Florida  
municipal corporation

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

DRAFT

**ATTEST:**

**CITY OF SOUTH DAYTONA,** a  
Florida municipal corporation

\_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

## Schedule A

### Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of \_\_% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].<sup>1</sup>

#### A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

#### B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

#### C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

#### D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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<sup>1</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

#### E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

#### F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

#### G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

#### H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

#### I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.



## **Schedule B**

### **Approved Uses**

#### **PART ONE: TREATMENT**

##### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:<sup>2</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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<sup>2</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

### **C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

#### **D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

#### **E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## **PART TWO: PREVENTION**

### **F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

## **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.



## **PART THREE: OTHER STRATEGIES**

### **I. FIRST RESPONDERS**

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

## PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively “Settling Distributors”). This virtual envelope contains a Participation Form including a release of claims and an Intrastate Allocation Agreement. The Participation Form in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions), Janssen, and the Opioid Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. The Florida Attorney General’s Office has also created a state-specific website that may be accessed here: <http://www.myfloridalegal.com/opioidsettlement>. If you have questions, please contact your counsel (if you have counsel on opioids matters) or the Florida Attorney General’s Office at Utah Attorney General’s Office at [fl.opioidlitigation@myfloridalegal.com](mailto:fl.opioidlitigation@myfloridalegal.com).

**Florida Subdivision Participation Form**

|                                                |           |
|------------------------------------------------|-----------|
| Governmental Entity: Daytona Beach Shores city | State: FL |
| Authorized Signatory:                          |           |
| Address 1:                                     |           |
| Address 2:                                     |           |
| City, State, Zip:                              |           |
| Phone:                                         |           |
| Email:                                         |           |

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Settling Distributors”), dated July 21, 2021 (“National Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the National Distributor Settlement t, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the National Distributor Settlement or pursuant to terms consistent with the National Distributor Settlement.
2. The Governmental Entity’s election to participate is specifically conditioned on participation by Litigating Subdivisions representing 95% or more of the population (combined) of Litigating Subdivisions in Florida. Should the combined population of the Litigating Subdivisions in Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions in Florida, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity’s execution of this Participation Agreement shall serve as the Governmental Entity’s acceptance of the terms and conditions of the Florida Opioid Allocation And Statewide Response Agreement dated November 15, 2021.
4. The Governmental Entity shall, within 14 days of the Reference Date prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
5. The Governmental Entity agrees to the terms of the National Distributor Settlement pertaining to Subdivisions as defined collectively therein.



6. By agreeing to the terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
7. The Governmental Entity agrees to use any monies it receives through the National Distributor Settlement solely for the purposes provided therein.
8. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the National Distributor Settlement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
9. The Governmental Entity has the right to enforce the National Distributor Settlement as collectively provided therein.
10. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the National Distributor Settlement, including but not limited to, all provisions of Part XI and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The National Distributor Settlement shall be a complete bar to any Released Claim.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the National Distributor Settlement.
12. In connection with the releases provided for in the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:



**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the National Distributor Settlement.

13. Nothing herein is intended to modify in any way the terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**FLORIDA OPIOID ALLOCATION AND**  
**STATEWIDE RESPONSE**  
**AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,  
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the “Agreement”) is entered into between the State of Florida (“State”) and certain Local Governments (“Local Governments” and the State and Local Governments are jointly referred to as the “Parties” or individually as a “Party”). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits “A” and “B,” and to ensure that the funds are expended in compliance with evolving evidence-based “best practices;” and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

## A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits “A” and “B” which are incorporated herein by reference.
2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.
3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.
4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.
5. “Dependent Special District” shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).
6. “Municipalities” shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular “Municipality” shall refer to a singular city, town, or village within the definition of Municipalities.
7. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.
8. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.
9. “Opioid Funds” shall mean monetary amounts obtained through a Settlement.



10. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits “A” or “B.”

11. “Parties” shall mean the State and Local Governments that execute this Agreement. The singular word “Party” shall mean either the State or Local Governments that executed this Agreement.

12. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. “Pharmaceutical Supply Chain” shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County’s population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. “Qualified County” shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County’s government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word “operate” in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. “State” shall mean the State of Florida.

## **B. Terms**

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes (“Order”) from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the “Court”), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit “C.” In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County’s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.



(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

| Litigating Local Government Participation in the Settlement (by percentage of the population) | Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund |
|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| 96 to 100%                                                                                    | 10%                                                                                                |
| 91 to 95%                                                                                     | 7.5%                                                                                               |
| 86 to 90%                                                                                     | 5%                                                                                                 |
| 85%                                                                                           | 2.5%                                                                                               |
| Less than 85%                                                                                 | 0%                                                                                                 |

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the



City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

|                                                                                   |         |
|-----------------------------------------------------------------------------------|---------|
| Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years): | \$1,000 |
| Litigating Local Government Participation:                                        | 100%    |
| City/County Fund (over 10 to 18 years):                                           | \$150   |
| Expense Fund (paid over 2 years):                                                 | \$15    |
| Amount Paid to Expense Fund in 1st year:                                          | \$7.5   |
| Amount Paid to Expense Fund in 2nd year:                                          | \$7.5   |
| Amount that may be borrowed from Regional Fund in 1st year:                       | \$7.5   |
| Amount that may be borrowed from Regional Fund in 2nd year:                       | \$7.5   |
| Amount that must be paid back to Regional Fund in 3rd year:                       | \$5     |
| Amount that must be paid back to Regional Fund in 4th year:                       | \$5     |
| Amount that must be paid back to Regional Fund in 5th year:                       | \$5     |

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

### **C. Other Terms and Conditions**

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slempe

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slempe@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

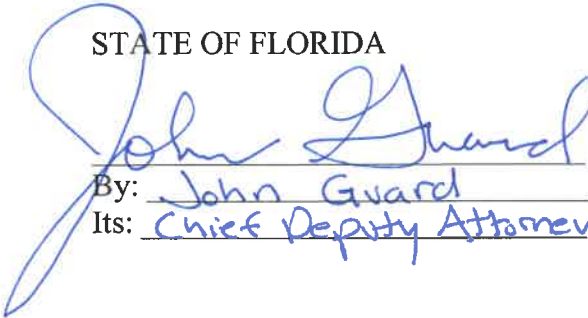
11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

**IN WITNESS THEREOF**, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA  
  
By: John Guard 11/15/2021  
Its: Chief Deputy Attorney General DATED

# EXHIBIT A

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of \_\_% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].<sup>1</sup>

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

- 1. Expand training for first responders, schools, community support groups and families; and
- 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

- 1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
- 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
- 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
- 4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

- 1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
- 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
- 3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

- 1. Expand comprehensive evidence-based and recovery support for NAS babies;
- 2. Expand services for better continuum of care with infant-need dyad; and
- 3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

<sup>1</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

#### E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

#### F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

#### G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

#### H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

#### I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

# EXHIBIT B



**Schedule B**  
**Approved Uses**

**PART ONE: TREATMENT**

**A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:<sup>2</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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<sup>2</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

### **C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

#### **D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

#### **E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

- 5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
- 6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
- 7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
- 8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
- 9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
- 10. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
- 2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
- 3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
- 4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
- 5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

## **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

**H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.



PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

- 1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
- 2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

- 1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
- 2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
- 3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
- 4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

- 1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
- 2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

# EXHIBIT C

| County   | Allocated Subdivisions | Regional % by County for Abatement Fund | City/County Fund % |
|----------|------------------------|-----------------------------------------|--------------------|
| Alachua  |                        | 1.241060164449%                         |                    |
|          | Alachua County         |                                         | 0.821689546303%    |
|          | Alachua                |                                         | 0.013113332457%    |
|          | Archer                 |                                         | 0.000219705515%    |
|          | Gainesville            |                                         | 0.381597611347%    |
|          | Hawthorne              |                                         | 0.000270546460%    |
|          | High Springs           |                                         | 0.011987568663%    |
|          | La Crosse              |                                         | 0.000975056706%    |
|          | Micanopy               |                                         | 0.002113530737%    |
|          | Newberry               |                                         | 0.006102729215%    |
|          | Waldo                  |                                         | 0.002988721299%    |
| Baker    |                        | 0.193173804130%                         |                    |
|          | Baker County           |                                         | 0.169449240037%    |
|          | Glen St. Mary          |                                         | 0.000096234647%    |
|          | Macclenny              |                                         | 0.023628329446%    |
| Bay      |                        | 0.839656373312%                         |                    |
|          | Bay County             |                                         | 0.508772605155%    |
|          | Callaway               |                                         | 0.024953825527%    |
|          | Lynn Haven             |                                         | 0.039205632015%    |
|          | Mexico Beach           |                                         | 0.005614292988%    |
|          | Panama City            |                                         | 0.155153855596%    |
|          | Panama City Beach      |                                         | 0.080897023117%    |
|          | Parker                 |                                         | 0.008704696178%    |
|          | Springfield            |                                         | 0.016354442736%    |
| Bradford |                        | 0.189484204081%                         |                    |
|          | Bradford County        |                                         | 0.151424309090%    |
|          | Brooker                |                                         | 0.000424885045%    |
|          | Hampton                |                                         | 0.002839829959%    |
|          | Lawtey                 |                                         | 0.003400896108%    |
|          | Starke                 |                                         | 0.031392468132%    |
| Brevard  |                        | 3.878799180444%                         |                    |
|          | Brevard County         |                                         | 2.323022668525%    |
|          | Cape Canaveral         |                                         | 0.045560750209%    |

|         |                       |                 |                 |
|---------|-----------------------|-----------------|-----------------|
|         | Cocoa                 |                 | 0.149245411423% |
|         | Cocoa Beach           |                 | 0.084363286155% |
|         | Grant-Valkaria        |                 | 0.000321387406% |
|         | Indialantic           |                 | 0.024136738902% |
|         | Indian Harbour Beach  |                 | 0.021089913665% |
|         | Malabar               |                 | 0.002505732317% |
|         | Melbourne             |                 | 0.383104682233% |
|         | Melbourne Beach       |                 | 0.012091066302% |
|         | Melbourne Village     |                 | 0.003782203200% |
|         | Palm Bay              |                 | 0.404817397481% |
|         | Palm Shores           |                 | 0.000127102364% |
|         | Rockledge             |                 | 0.096603243798% |
|         | Satellite Beach       |                 | 0.035975416224% |
|         | Titusville            |                 | 0.240056418924% |
|         | West Melbourne        |                 | 0.051997577066% |
| Broward |                       | 9.057962672578% |                 |
|         | Broward County        |                 | 3.966403576878% |
|         | Coconut Creek         |                 | 0.101131719448% |
|         | Cooper City           |                 | 0.073935445073% |
|         | Coral Springs         |                 | 0.323406517664% |
|         | Dania Beach           |                 | 0.017807041180% |
|         | Davie                 |                 | 0.266922227153% |
|         | Deerfield Beach       |                 | 0.202423224725% |
|         | Fort Lauderdale       |                 | 0.830581264531% |
|         | Hallandale Beach      |                 | 0.154950491814% |
|         | Hillsboro Beach       |                 | 0.012407006463% |
|         | Hollywood             |                 | 0.520164608456% |
|         | Lauderdale-By-The-Sea |                 | 0.022807611325% |
|         | Lauderdale Lakes      |                 | 0.062625150435% |
|         | Lauderhill            |                 | 0.144382838130% |
|         | Lazy Lake             |                 | 0.000021788977% |
|         | Lighthouse Point      |                 | 0.029131861803% |
|         | Margate               |                 | 0.143683775129% |
|         | Miramar               |                 | 0.279280208419% |
|         | North Lauderdale      |                 | 0.066069624496% |

|           |                    |                 |                 |
|-----------|--------------------|-----------------|-----------------|
|           | Oakland Park       |                 | 0.100430840699% |
|           | Ocean Breeze       |                 | 0.005381877237% |
|           | Parkland           |                 | 0.045804060448% |
|           | Pembroke Park      |                 | 0.024597938908% |
|           | Pembroke Pines     |                 | 0.462832363603% |
|           | Plantation         |                 | 0.213918725664% |
|           | Pompano Beach      |                 | 0.335472163493% |
|           | Sea Ranch Lakes    |                 | 0.005024174870% |
|           | Southwest Ranches  |                 | 0.025979723178% |
|           | Sunrise            |                 | 0.286071106146% |
|           | Tamarac            |                 | 0.134492458472% |
|           | Weston             |                 | 0.138637811283% |
|           | West Park          |                 | 0.029553115352% |
|           | Wilton Manors      |                 | 0.031630331127% |
| Calhoun   |                    | 0.047127740781% |                 |
|           | Calhoun County     |                 | 0.038866087128% |
|           | Altha              |                 | 0.000366781107% |
|           | Blountstown        |                 | 0.007896688293% |
| Charlotte |                    | 0.737346233376% |                 |
|           | Charlotte County   |                 | 0.690225755587% |
|           | Punta Gorda        |                 | 0.047120477789% |
| Citrus    |                    | 0.969645776606% |                 |
|           | Citrus County      |                 | 0.929715661117% |
|           | Crystal River      |                 | 0.021928789266% |
|           | Inverness          |                 | 0.018001326222% |
| Clay      |                    | 1.193429461456% |                 |
|           | Clay County        |                 | 1.055764891131% |
|           | Green Cove Springs |                 | 0.057762577142% |
|           | Keystone Heights   |                 | 0.000753535443% |
|           | Orange Park        |                 | 0.078589207339% |
|           | Penney Farms       |                 | 0.000561066149% |
| Collier   |                    | 1.551333376427% |                 |
|           | Collier County     |                 | 1.354673336030% |
|           | Everglades         |                 | 0.000148891341% |
|           | Marco Island       |                 | 0.062094952003% |

|          |                    |                 |                 |
|----------|--------------------|-----------------|-----------------|
|          | Naples             |                 | 0.134416197054% |
| Columbia |                    | 0.446781150792% |                 |
|          | Columbia County    |                 | 0.341887201373% |
|          | Fort White         |                 | 0.000236047247% |
|          | Lake City          |                 | 0.104659717920% |
| DeSoto   |                    | 0.113640407802% |                 |
|          | DeSoto County      |                 | 0.096884684746% |
|          | Arcadia            |                 | 0.016755723056% |
| Dixie    |                    | 0.103744580900% |                 |
|          | Dixie County       |                 | 0.098822087921% |
|          | Cross City         |                 | 0.004639236282% |
|          | Horseshoe Beach    |                 | 0.000281440949% |
| Duval    |                    | 5.434975156935% |                 |
|          | Jacksonville       |                 | 5.270570064997% |
|          | Atlantic Beach     |                 | 0.038891507601% |
|          | Baldwin            |                 | 0.002251527589% |
|          | Jacksonville Beach |                 | 0.100447182431% |
|          | Neptune Beach      |                 | 0.022814874318% |
| Escambia |                    | 1.341634449244% |                 |
|          | Escambia County    |                 | 1.005860871574% |
|          | Century            |                 | 0.005136751249% |
|          | Pensacola          |                 | 0.330636826421% |
| Flagler  |                    | 0.389864712244% |                 |
|          | Flagler Counry     |                 | 0.279755934409% |
|          | Beverly Beach      |                 | 0.000154338585% |
|          | Bunnell            |                 | 0.009501809575% |
|          | Flagler Beach      |                 | 0.015482883669% |
|          | Marineland         |                 | 0.000114392127% |
|          | Palm Coast         |                 | 0.084857169626% |
| Franklin |                    | 0.049911282550% |                 |
|          | Franklin County    |                 | 0.046254365966% |
|          | Apalachicola       |                 | 0.001768538606% |
|          | Carabelle          |                 | 0.001888377978% |
| Gadsden  |                    | 0.123656074077% |                 |
|          | Gadsden County     |                 | 0.090211810642% |

|           |                  |                 |                 |
|-----------|------------------|-----------------|-----------------|
|           | Chattahoochee    |                 | 0.004181667772% |
|           | Greensboro       |                 | 0.000492067723% |
|           | Gretna           |                 | 0.002240633101% |
|           | Havana           |                 | 0.005459954403% |
|           | Midway           |                 | 0.001202025213% |
|           | Quincy           |                 | 0.019867915223% |
| Gilchrist |                  | 0.064333769355% |                 |
|           | Gilchrist County |                 | 0.061274233881% |
|           | Bell             |                 | 0.000099866143% |
|           | Fanning Springs  |                 | 0.000388570084% |
|           | Trenton          |                 | 0.002571099247% |
| Glades    |                  | 0.040612836758% |                 |
|           | Glades County    |                 | 0.040420367464% |
|           | Moore Haven      |                 | 0.000192469294% |
| Gulf      |                  | 0.059914238588% |                 |
|           | Gulf County      |                 | 0.054715751905% |
|           | Port St. Joe     |                 | 0.004817179591% |
|           | Wewahitchka      |                 | 0.000381307092% |
| Hamilton  |                  | 0.047941195910% |                 |
|           | Hamilton County  |                 | 0.038817061931% |
|           | Jasper           |                 | 0.004869836285% |
|           | Jennings         |                 | 0.002623755940% |
|           | White Springs    |                 | 0.001630541754% |
| Hardee    |                  | 0.067110048132% |                 |
|           | Hardee County    |                 | 0.058100306280% |
|           | Bowling Green    |                 | 0.001797590575% |
|           | Wauchula         |                 | 0.006667426860% |
|           | Zolfo Springs    |                 | 0.000544724417% |
| Hendry    |                  | 0.144460915297% |                 |
|           | Hendry County    |                 | 0.122147187443% |
|           | Clewiston        |                 | 0.017589151414% |
|           | LaBelle          |                 | 0.004724576440% |
| Hernando  |                  | 1.510075949110% |                 |
|           | Hernando County  |                 | 1.447521612849% |
|           | Brooksville      |                 | 0.061319627583% |



|              |                     |                 |                 |
|--------------|---------------------|-----------------|-----------------|
|              | Weeki Wachee        |                 | 0.001234708678% |
| Highlands    |                     | 0.357188510237% |                 |
|              | Highlands County    |                 | 0.287621754986% |
|              | Avon Park           |                 | 0.025829016090% |
|              | Lake Placid         |                 | 0.005565267790% |
|              | Sebring             |                 | 0.038172471371% |
| Hillsborough |                     | 8.710984113657% |                 |
|              | Hillsborough County |                 | 6.523111204400% |
|              | Plant City          |                 | 0.104218491142% |
|              | Tampa               |                 | 1.975671881253% |
|              | Temple Terrace      |                 | 0.107980721113% |
| Holmes       |                     | 0.081612427851% |                 |
|              | Holmes County       |                 | 0.066805002459% |
|              | Bonifay             |                 | 0.006898026863% |
|              | Esto                |                 | 0.006269778036% |
|              | Noma                |                 | 0.001278286631% |
|              | Ponce de Leon       |                 | 0.000179759057% |
|              | Westville           |                 | 0.000179759057% |
| Indian River |                     | 0.753076058781% |                 |
|              | Indian River County |                 | 0.623571460217% |
|              | Fellsmere           |                 | 0.004917045734% |
|              | Indian River shores |                 | 0.025322422382% |
|              | Orchid              |                 | 0.000306861421% |
|              | Sebastian           |                 | 0.038315915467% |
|              | Vero Beach          |                 | 0.060642353558% |
| Jackson      |                     | 0.158936058795% |                 |
|              | Jackson County      |                 | 0.075213731704% |
|              | Alford              |                 | 0.000303229925% |
|              | Bascom              |                 | 0.000061735434% |
|              | Campbellton         |                 | 0.001648699234% |
|              | Cottondale          |                 | 0.001093080329% |
|              | Graceville          |                 | 0.002794436257% |
|              | Grandridge          |                 | 0.000030867717% |
|              | Greenwood           |                 | 0.001292812616% |
|              | Jacob City          |                 | 0.000481173235% |

|           |                    |                 |                 |
|-----------|--------------------|-----------------|-----------------|
|           | Malone             |                 | 0.000092603151% |
|           | Marianna           |                 | 0.073519638768% |
|           | Sneads             |                 | 0.002404050426% |
| Jefferson |                    | 0.040821647784% |                 |
|           | Jefferson County   |                 | 0.037584169001% |
|           | Monticello         |                 | 0.003237478783% |
| Lafayette |                    | 0.031911772076% |                 |
|           | Lafayette County   |                 | 0.031555885457% |
|           | Mayo               |                 | 0.000355886619% |
| Lake      |                    | 1.139211224519% |                 |
|           | Lake County        |                 | 0.757453827343% |
|           | Astatula           |                 | 0.002727253579% |
|           | Clermont           |                 | 0.075909163209% |
|           | Eustis             |                 | 0.041929254098% |
|           | Fruitland Park     |                 | 0.008381493024% |
|           | Groveland          |                 | 0.026154034992% |
|           | Howey-In-The-Hills |                 | 0.002981458307% |
|           | Lady Lake          |                 | 0.025048244426% |
|           | Leesburg           |                 | 0.091339390185% |
|           | Mascotte           |                 | 0.011415608025% |
|           | Minneola           |                 | 0.016058475803% |
|           | Montverde          |                 | 0.001347285057% |
|           | Mount Dora         |                 | 0.041021380070% |
|           | Tavares            |                 | 0.031820984673% |
|           | Umatilla           |                 | 0.005623371728% |
| Lee       |                    | 3.325371883359% |                 |
|           | Lee County         |                 | 2.115268407509% |
|           | Bonita Springs     |                 | 0.017374893143% |
|           | Cape Coral         |                 | 0.714429677167% |
|           | Estero             |                 | 0.012080171813% |
|           | Fort Myers         |                 | 0.431100350585% |
|           | Fort Myers Beach   |                 | 0.000522935440% |
|           | Sanibel            |                 | 0.034595447702% |
| Leon      |                    | 0.897199244939% |                 |
|           | Leon County        |                 | 0.471201146391% |

|         |                 |                 |                 |
|---------|-----------------|-----------------|-----------------|
|         | Tallahassee     |                 | 0.425998098549% |
| Levy    |                 | 0.251192401748% |                 |
|         | Levy County     |                 | 0.200131750679% |
|         | Bronson         |                 | 0.005701448894% |
|         | Cedar Key       |                 | 0.005180329202% |
|         | Chiefland       |                 | 0.015326729337% |
|         | Fanning Springs |                 | 0.000808007885% |
|         | Inglis          |                 | 0.004976965420% |
|         | Otter Creek     |                 | 0.000408543312% |
|         | Williston       |                 | 0.017774357715% |
|         | Yankeetown      |                 | 0.000884269303% |
| Liberty |                 | 0.019399452225% |                 |
|         | Liberty County  |                 | 0.019303217578% |
|         | Bristol         |                 | 0.000096234647% |
| Madison |                 | 0.063540287455% |                 |
|         | Madison County  |                 | 0.053145129837% |
|         | Greenville      |                 | 0.000110760631% |
|         | Lee             |                 | 0.000019973229% |
|         | Madison         |                 | 0.010264423758% |
| Manatee |                 | 2.721323346235% |                 |
|         | Manatee County  |                 | 2.201647174006% |
|         | Anna Maria      |                 | 0.009930326116% |
|         | Bradenton       |                 | 0.379930754632% |
|         | Bradenton Beach |                 | 0.014012127744% |
|         | Holmes Beach    |                 | 0.028038781473% |
|         | Longboat Key    |                 | 0.034895046131% |
|         | Palmetto        |                 | 0.052869136132% |
| Marion  |                 | 1.701176168960% |                 |
|         | Marion County   |                 | 1.303728892837% |
|         | Bellevue        |                 | 0.009799592256% |
|         | Dunnellon       |                 | 0.018400790795% |
|         | McIntosh        |                 | 0.000145259844% |
|         | Ocala           |                 | 0.368994504094% |
|         | Reddick         |                 | 0.000107129135% |
| Martin  |                 | 0.869487298116% |                 |

|            |                    |                 |                 |
|------------|--------------------|-----------------|-----------------|
|            | Martin County      |                 | 0.750762795758% |
|            | Jupiter Island     |                 | 0.020873839646% |
|            | Ocean Breeze Park  |                 | 0.008270732393% |
|            | Sewall's Point     |                 | 0.008356072551% |
|            | Stuart             |                 | 0.081223857767% |
| Miami-Dade |                    | 5.232119784173% |                 |
|            | Miami-Dade County  |                 | 4.282797675552% |
|            | Aventura           |                 | 0.024619727885% |
|            | Bal Harbour        |                 | 0.010041086747% |
|            | Bay Harbor Islands |                 | 0.004272455175% |
|            | Biscayne Park      |                 | 0.001134842535% |
|            | Coral Gables       |                 | 0.071780152131% |
|            | Cutler Bay         |                 | 0.009414653668% |
|            | Doral              |                 | 0.013977628531% |
|            | El Portal          |                 | 0.000924215760% |
|            | Florida City       |                 | 0.003929278792% |
|            | Golden Beach       |                 | 0.002847092951% |
|            | Hialeah            |                 | 0.098015895785% |
|            | Hialeah Gardens    |                 | 0.005452691411% |
|            | Homestead          |                 | 0.024935668046% |
|            | Indian Creek       |                 | 0.002543863026% |
|            | Key Biscayne       |                 | 0.013683477346% |
|            | Medley             |                 | 0.008748274131% |
|            | Miami              |                 | 0.292793005448% |
|            | Miami Beach        |                 | 0.181409572478% |
|            | Miami Gardens      |                 | 0.040683650932% |
|            | Miami Lakes        |                 | 0.007836768608% |
|            | Miami Shores       |                 | 0.006287935516% |
|            | Miami Springs      |                 | 0.006169911893% |
|            | North Bay Village  |                 | 0.005160355974% |
|            | North Miami        |                 | 0.030379280717% |
|            | North Miami Beach  |                 | 0.030391990953% |
|            | Opa-locka          |                 | 0.007847663096% |
|            | Palmetto Bay       |                 | 0.007404620570% |
|            | Pinecrest          |                 | 0.008296152866% |

|            |                   |                 |                 |
|------------|-------------------|-----------------|-----------------|
|            | South Miami       |                 | 0.007833137111% |
|            | Sunny Isles Beach |                 | 0.007693324511% |
|            | Surfside          |                 | 0.004869836285% |
|            | Sweetwater        |                 | 0.004116300842% |
|            | Virginia Gardens  |                 | 0.001172973244% |
|            | West Miami        |                 | 0.002654623657% |
| Monroe     |                   | 0.476388738585% |                 |
|            | Monroe County     |                 | 0.330124785469% |
|            | Islamorada        |                 | 0.022357305808% |
|            | Key Colony Beach  |                 | 0.004751812661% |
|            | Key West          |                 | 0.088087385417% |
|            | Layton            |                 | 0.000150707089% |
|            | Marathon          |                 | 0.030916742141% |
| Nassau     |                   | 0.476933463002% |                 |
|            | Nassau County     |                 | 0.392706357951% |
|            | Callahan          |                 | 0.000225152759% |
|            | Fernandina Beach  |                 | 0.083159445195% |
|            | Hillard           |                 | 0.000842507098% |
| Okaloosa   |                   | 0.819212865955% |                 |
|            | Okaloosa County   |                 | 0.612059617545% |
|            | Cinco Bayou       |                 | 0.000733562214% |
|            | Crestview         |                 | 0.070440130066% |
|            | Destin            |                 | 0.014678507281% |
|            | Fort Walton Beach |                 | 0.077837487644% |
|            | Laurel Hill       |                 | 0.000079892914% |
|            | Mary Esther       |                 | 0.009356549730% |
|            | Niceville         |                 | 0.021745398713% |
|            | Shalimar          |                 | 0.001824826796% |
|            | Valparaiso        |                 | 0.010456893052% |
| Okeechobee |                   | 0.353495278692% |                 |
|            | Okeechobee County |                 | 0.314543851405% |
|            | Okeechobee        |                 | 0.038951427287% |
| Orange     |                   | 4.671028214546% |                 |
|            | Orange County     |                 | 3.063330386979% |
|            | Apopka            |                 | 0.097215150892% |

|            |                      |                 |                 |
|------------|----------------------|-----------------|-----------------|
|            | Bay Lake             |                 | 0.023566594013% |
|            | Belle Isle           |                 | 0.010798253686% |
|            | Eatonville           |                 | 0.008325204835% |
|            | Edgewood             |                 | 0.009716067845% |
|            | Lake Buena Vista     |                 | 0.010355211161% |
|            | Maitland             |                 | 0.046728276209% |
|            | Oakland              |                 | 0.005429086686% |
|            | Ocoee                |                 | 0.066599822928% |
|            | Orlando              |                 | 1.160248481490% |
|            | Windemere            |                 | 0.007548064667% |
|            | Winter Garden        |                 | 0.056264584996% |
|            | Winter Park          |                 | 0.104903028159% |
| Osceola    |                      | 1.073452092940% |                 |
|            | Osceola County       |                 | 0.837248691390% |
|            | Kissimmee            |                 | 0.162366006872% |
|            | St. Cloud            |                 | 0.073837394678% |
| Palm Beach |                      | 8.601594372053% |                 |
|            | Palm Beach County    |                 | 5.552548475026% |
|            | Atlantis             |                 | 0.018751230169% |
|            | Belle Glade          |                 | 0.020828445945% |
|            | Boca Raton           |                 | 0.472069073961% |
|            | Boynton Beach        |                 | 0.306498271771% |
|            | Briny Breezes        |                 | 0.003257452012% |
|            | Cloud Lake           |                 | 0.000188837798% |
|            | Delray Beach         |                 | 0.351846579457% |
|            | Glen Ridge           |                 | 0.000052656694% |
|            | Golf                 |                 | 0.004283349663% |
|            | Greenacres           |                 | 0.076424835657% |
|            | Gulf Stream          |                 | 0.010671151322% |
|            | Haverhill            |                 | 0.001084001589% |
|            | Highland Beach       |                 | 0.032510968934% |
|            | Hypoluxo             |                 | 0.005153092982% |
|            | Juno Beach           |                 | 0.016757538804% |
|            | Jupiter Island       |                 | 0.125466374888% |
|            | Jupiter Inlet Colony |                 | 0.005276563849% |

|          |                    |                 |                 |
|----------|--------------------|-----------------|-----------------|
|          | Lake Clarke Shores |                 | 0.007560774903% |
|          | Lake Park          |                 | 0.029433275980% |
|          | Lake Worth         |                 | 0.117146617298% |
|          | Lantana            |                 | 0.024507151505% |
|          | Loxahatchee Groves |                 | 0.002531152789% |
|          | Manalapan          |                 | 0.021632822333% |
|          | Mangonia Park      |                 | 0.010696571795% |
|          | North Palm Beach   |                 | 0.044349646256% |
|          | Ocean Ridge        |                 | 0.012786497807% |
|          | Pahokee            |                 | 0.004018250447% |
|          | Palm Beach         |                 | 0.185476848123% |
|          | Palm Beach Gardens |                 | 0.233675880257% |
|          | Palm Beach Shores  |                 | 0.014135598612% |
|          | Palm Springs       |                 | 0.038021764282% |
|          | Riviera Beach      |                 | 0.163617057282% |
|          | Royal Palm Beach   |                 | 0.049295743959% |
|          | South Bay          |                 | 0.001830274040% |
|          | South Palm Beach   |                 | 0.005866681967% |
|          | Tequesta           |                 | 0.031893614595% |
|          | Wellington         |                 | 0.050183644758% |
|          | West Palm Beach    |                 | 0.549265602541% |
| Pasco    |                    | 4.692087260494% |                 |
|          | Pasco County       |                 | 4.319205239813% |
|          | Dade City          |                 | 0.055819726723% |
|          | New Port Richey    |                 | 0.149879107494% |
|          | Port Richey        |                 | 0.049529975458% |
|          | San Antonio        |                 | 0.002189792155% |
|          | St. Leo            |                 | 0.002790804761% |
|          | Zephyrhills        |                 | 0.112672614089% |
| Pinellas |                    | 7.934889816777% |                 |
|          | Pinellas County    |                 | 4.546593184553% |
|          | Belleair           |                 | 0.018095745121% |
|          | Belleair Beach     |                 | 0.004261560686% |
|          | Belleair Bluffs    |                 | 0.007502670965% |
|          | Belleair Shore     |                 | 0.000439411029% |

|      |                        |                 |                 |
|------|------------------------|-----------------|-----------------|
|      | Clearwater             |                 | 0.633863120196% |
|      | Dunedin                |                 | 0.102440873796% |
|      | Gulfport               |                 | 0.047893986460% |
|      | Indian Rocks Beach     |                 | 0.008953453662% |
|      | Indian Shores          |                 | 0.011323004874% |
|      | Kenneth City           |                 | 0.017454786058% |
|      | Largo                  |                 | 0.374192990777% |
|      | Madeira Beach          |                 | 0.022616957779% |
|      | North Reddington Beach |                 | 0.003820333909% |
|      | Oldsmar                |                 | 0.039421706033% |
|      | Pinellas Park          |                 | 0.251666311991% |
|      | Redington Beach        |                 | 0.003611522882% |
|      | Redington Shores       |                 | 0.006451352841% |
|      | Safety Harbor          |                 | 0.038061710740% |
|      | Seminole               |                 | 0.095248695748% |
|      | South Pasadena         |                 | 0.029968921656% |
|      | St. Pete Beach         |                 | 0.071791046619% |
|      | St. Petersburg         |                 | 1.456593090134% |
|      | Tarpon Springs         |                 | 0.101970595050% |
|      | Treasure Island        |                 | 0.040652783215% |
| Polk |                        | 2.150483025298% |                 |
|      | Polk County            |                 | 1.558049828484% |
|      | Auburndale             |                 | 0.028636162584% |
|      | Bartow                 |                 | 0.043971970660% |
|      | Davenport              |                 | 0.005305615818% |
|      | Dundee                 |                 | 0.005597951255% |
|      | Eagle Lake             |                 | 0.002580177987% |
|      | Fort Meade             |                 | 0.007702403251% |
|      | Frostproof             |                 | 0.005857603227% |
|      | Haines City            |                 | 0.047984773863% |
|      | Highland Park          |                 | 0.000063551182% |
|      | Hillcrest Heights      |                 | 0.000005447244% |
|      | Lake Alfred            |                 | 0.007489960729% |
|      | Lake Hamilton          |                 | 0.002540231530% |
|      | Lakeland               |                 | 0.294875668468% |



|            |                   |                 |                 |
|------------|-------------------|-----------------|-----------------|
|            | Lake Wales        |                 | 0.036293172134% |
|            | Mulberry          |                 | 0.005414560702% |
|            | Polk City         |                 | 0.001080370093% |
|            | Winter Haven      |                 | 0.097033576087% |
| Putnam     |                   | 0.384893194068% |                 |
|            | Putnam County     |                 | 0.329225990182% |
|            | Crescent City     |                 | 0.005561636294% |
|            | Interlachen       |                 | 0.001877483489% |
|            | Palatka           |                 | 0.046955244716% |
|            | Pomona Park       |                 | 0.000379491344% |
|            | Welaka            |                 | 0.000893348043% |
| Santa Rosa |                   | 0.701267319513% |                 |
|            | Santa Rosa County |                 | 0.592523984216% |
|            | Gulf Breeze       |                 | 0.061951507906% |
|            | Jay               |                 | 0.000159785829% |
|            | Milton            |                 | 0.046632041562% |
| Sarasota   |                   | 2.805043857579% |                 |
|            | Sarasota County   |                 | 1.924315263251% |
|            | Longboat Key      |                 | 0.044489458856% |
|            | North Port        |                 | 0.209611771277% |
|            | Sarasota          |                 | 0.484279979635% |
|            | Venice            |                 | 0.142347384560% |
| Seminole   |                   | 2.141148264544% |                 |
|            | Seminole County   |                 | 1.508694164839% |
|            | Altamonte Springs |                 | 0.081305566430% |
|            | Casselberry       |                 | 0.080034542791% |
|            | Lake Mary         |                 | 0.079767627827% |
|            | Longwood          |                 | 0.061710013415% |
|            | Oviedo            |                 | 0.103130858057% |
|            | Sanford           |                 | 0.164243490362% |
|            | Winter Springs    |                 | 0.062262000824% |
| St. Johns  |                   | 0.710333349554% |                 |
|            | St. Johns County  |                 | 0.656334818131% |
|            | Hastings          |                 | 0.000010894488% |
|            | Marineland        |                 | 0.000000000000% |

|           |                      |                 |                 |
|-----------|----------------------|-----------------|-----------------|
|           | St. Augustine        |                 | 0.046510386442% |
|           | St. Augustine Beach  |                 | 0.007477250493% |
| St. Lucie |                      | 1.506627843552% |                 |
|           | St. Lucie County     |                 | 0.956156584302% |
|           | Fort Pierce          |                 | 0.159535255654% |
|           | Port St. Lucie       |                 | 0.390803453989% |
|           | St. Lucie Village    |                 | 0.000132549608% |
| Sumter    |                      | 0.326398870459% |                 |
|           | Sumter County        |                 | 0.302273026046% |
|           | Bushnell             |                 | 0.006607507174% |
|           | Center Hill          |                 | 0.001312785844% |
|           | Coleman              |                 | 0.000748088199% |
|           | Webster              |                 | 0.001423546476% |
|           | Wildwood             |                 | 0.014033916721% |
| Suwannee  |                      | 0.191014879692% |                 |
|           | Suwannee County      |                 | 0.161027800555% |
|           | Branford             |                 | 0.000929663004% |
|           | Live Oak             |                 | 0.029057416132% |
| Taylor    |                      | 0.092181897282% |                 |
|           | Taylor County        |                 | 0.069969851319% |
|           | Perry                |                 | 0.022212045963% |
| Union     |                      | 0.065156303224% |                 |
|           | Union County         |                 | 0.063629259109% |
|           | Lake Butler          |                 | 0.001398126003% |
|           | Raiford              |                 | 0.000012710236% |
|           | Worthington Springs  |                 | 0.000116207876% |
| Volusia   |                      | 3.130329674480% |                 |
|           | Volusia County       |                 | 1.708575342287% |
|           | Daytona Beach        |                 | 0.447556475212% |
|           | Daytona Beach Shores |                 | 0.039743093439% |
|           | DeBary               |                 | 0.035283616215% |
|           | DeLand               |                 | 0.098983689498% |
|           | Deltona              |                 | 0.199329190038% |
|           | Edgewater            |                 | 0.058042202343% |
|           | Flagler Beach        |                 | 0.000223337011% |

|            |                   |                 |                 |
|------------|-------------------|-----------------|-----------------|
|            | Holly Hill        |                 | 0.031615805143% |
|            | Lake Helen        |                 | 0.004918861482% |
|            | New Smyrna Beach  |                 | 0.104065968306% |
|            | Oak Hill          |                 | 0.004820811087% |
|            | Orange City       |                 | 0.033562287058% |
|            | Ormond Beach      |                 | 0.114644516477% |
|            | Pierson           |                 | 0.002333236251% |
|            | Ponce Inlet       |                 | 0.023813535748% |
|            | Port Orange       |                 | 0.177596501562% |
|            | South Daytona     |                 | 0.045221205323% |
| Wakulla    |                   | 0.115129321208% |                 |
|            | Wakulla County    |                 | 0.114953193647% |
|            | Sopchoppy         |                 | 0.000107129135% |
|            | St. Marks         |                 | 0.000068998426% |
| Walton     |                   | 0.268558216151% |                 |
|            | Walton County     |                 | 0.224268489581% |
|            | DeFuniak Springs  |                 | 0.017057137234% |
|            | Freeport          |                 | 0.003290135477% |
|            | Paxton            |                 | 0.023942453860% |
| Washington |                   | 0.120124444109% |                 |
|            | Washington County |                 | 0.104908475404% |
|            | Caryville         |                 | 0.001401757499% |
|            | Chipley           |                 | 0.012550450560% |
|            | Ebro              |                 | 0.000221521263% |
|            | Vernon            |                 | 0.000361333863% |
|            | Wausau            |                 | 0.000680905521% |
|            |                   | 100.00%         | 100.00%         |



**CITY COUNCIL AGENDA MEMORANDUM  
DECEMBER 14, 2021 AGENDA**

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Kurt Swartzlander, Finance Director  
**PREPARED BY:** Kurt Swartzlander, Finance Director  
**SUBJECT:** Discussion of City Council desire to purchase property behind Chase Bank

**SYNOPSIS:**

Staff is proposing to discuss the purchase of a portion of property from Chase Bank which is adjacent to our existing Public Works building. Staff is proposing to use this property for a future expansion of the existing PW structure. Staff has contracted to perform an appraisal on the property and the value came back at \$1956,000.

**FISCAL IMPACT STATEMENT:**

If City Council directs staff to pursue purchase of this property a budget amendment will be required in the amount of any future agreed upon purchase price plus any applicable costs.

**BACKGROUND:**

Public Works currently has to separate facilities where equipment is stored

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

**ATTACHMENT:**

1. Letter of Intent - JPMorgan Chase Bank property
2. New Parcel Survey
3. NewParcel\_LD
4. Public Works Future Expansion Concept-12-3-21
5. Site Plan - Excess Parcel
6. 9301 Land Oceans West Blvd Daytona Beach Shores Appraisal



December \_\_, 2021

JPMorgan Chase Bank, N.A.

RE: Letter of Intent to purchase 0.347 vacant acres fronting on Oceanwest Blvd.,  
Daytona Beach Shores, as shown on Exhibit "A"

Dear Sir or Madam,

The City of Daytona Beach Shores submits this Letter of Interest to purchase the above referenced property from JPMorgan Chase Bank, N.A. under the following terms and conditions.

**Seller :** JPMorgan Chase Bank, National Association

**Buyer:** City of Daytona Beach Shores, a Florida municipal corporation

**Property Location:**

**Property Description:** A vacant remnant parcel of property of approximately 0.347 acres of approximate square shape fronting on Oceanwest Blvd. and behind (to the SW) of a current JPMorgan Chase Bank Building

**Use:** Future expansion of the city's Public Works Building

**Purchase Price:** \$175,000.00

**Earnest Money:** 5% of sales price which shall be delivered to Title Company within three (3) business days after fully executed contract. Earnest money shall be refundable until expiration of the due diligence period.

**Title/Escrow Company:** Seller to select

**Inspection Period:** \_\_\_\_\_ days

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Condition of Property:</b>          | As-Is without representations or warranties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Closing:</b>                        | On or before 30 days following the end of the Inspection Period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Purchase and Sale Agreement:</b>    | Seller's form will be utilized, subject to approval of the City.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Assignment:</b>                     | Buyer shall have the right to assign the contract to a related entity upon Seller's review and reasonable approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Title Policy:</b>                   | Marketable title will be conveyed with title insurance without exceptions, other than 10 year deed restriction and normal exceptions approved by City Attorney.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Survey and other Due Diligence:</b> | Buyer shall order a Survey at Buyer's expense. In the event that Buyer does not close, Buyer will supply said survey, and any other due diligence materials obtained by Buyer, to Seller.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Deed Restriction:</b>               | In no event shall Grantee, or any future buyer, owner, grantee, mortgagee or lessee of the Property or any part thereof, use, operate, or allow the use or operation of the Property for any type of financial services, including, but not limited to, a bank, savings association, credit union or other financial institution or business making loans and/or taking deposits from the public, including, but not limited to, any business offering check cashing, title loans or pay day loans, or offering use of an automatic teller machine or similar equipment. In addition, in no event shall Grantee, or any future buyer, owner, grantee, mortgagee or lessee of the Property or any part thereof, place any sign on the Property or allow the placing of any sign on the Property advertising the use or operation of any portion of the Property or any other property as a bank, savings association, credit union or other financial institution making loans and/or taking deposits from the public. These restrictions shall be covenants and conditions running with the land for a period of ten (10) years and shall be binding upon and enforceable against Grantee and Grantee's successors and assigns. |
| <b>1031 Cooperation:</b>               | Buyer and Seller may consummate the acquisition of the Property as part of a so-called like-kind exchange (the "Exchange") pursuant to §1031 of the Internal Revenue Code of 1986, as amended. Buyer and Seller hereby agrees to cooperate with such Exchange and execute all documents reasonably required by the Exchange Parties in order to facilitate the Exchange.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

**Commission:** Seller is represented by \_\_\_\_\_ and Buyer is represented by no real estate broker. Seller shall pay a commission at closing per a separate agreement.

**Contingencies:** Subject to approval of JPMC's Real Estate Committee and approval of Daytona Beach Shores City Council

**Proof of Funds:** Buyer shall provide proof of funds/capability through bank statement. Said capability information shall be provided prior to Seller preparing the Purchase and Sale Agreement.

**Documentation:** To the extent information is available, Seller will furnish to Buyer copies of all existing surveys, plats, environmental/asbestos reports, leases, topographical reports, property tax records, and any other relevant documentation in Seller's possession at the time of contract execution.

**Expiration:** If not signed by \_\_\_\_\_, 2021, this letter shall become invalid.

This Letter of Intent is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this Letter of Intent is not intended to create any agreement or obligation by either party to negotiate a definitive sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

If the foregoing is acceptable, please sign a copy of this letter in the space provided below and return an executed copy to me. Upon receipt of this signed Letter of Intent, we will submit the terms to JPMC Real Estate Committee for their approval. Subject to approval, JPMC will draft a lease/purchase and sale agreement and submit it for your review.

Sincerely,

Nancy Miller, Mayor  
Daytona Beach Shores





# Description Sketch

**DESCRIPTION:** A portion of Block "E", McElroy's Belleview, as recorded in Map Book 11, Page 98 in the Public Records of Volusia County, Florida, and being more particularly described as follows:

**COMMENCE** at the Southwest corner of the Townhomes at the Oceans II, as recorded in Map Book 42, Page 80 in the Public Records of Volusia County, Florida, run thence along the South boundary of said Townhomes at the Oceans II, N.65°20'47"E., a distance of 94.60 feet to the Northerly corner of the aforesaid Block "E"; thence along the Easterly boundary of said Block "E", S.24°39'13"E., a distance of 114.70 feet to the **POINT OF BEGINNING**; thence continue along said Easterly boundary, S.24°39'13"E., a distance of 120.02 feet; thence S.65°20'47"W., a distance of 125.00 feet to a point on the Easterly Right of Way line of Oceanwest Boulevard; thence along said Right of Way the following two (2) courses: 1) N.24°39'13"W., a distance of 43.00 feet; 2) Northwesterly, 54.89 feet along the arc of a tangent curve to the left having a radius of 150.00 feet and a central angle of 20°57'58" (chord bearing N.35°08'09"W., 54.58 feet); thence Northeasterly, 2.51 feet along the arc of a non-tangent curve to the right having a radius of 12.50 feet and a central angle of 11°29'00" (chord bearing N.31°39'03"E., 2.50 feet); thence N.37°23'33"E., a distance of 30.21 feet; thence Northeasterly, 45.86 feet along the arc of a tangent curve to the right having a radius of 94.00 feet and a central angle of 27°57'14" (chord bearing N.51°22'10"E., 45.41 feet); thence N.65°20'47"E., a distance of 48.93 feet; thence Easterly, 13.68 feet along the arc of a tangent curve to the right having a radius of 29.00 feet and a central angle of 27°01'21" (chord bearing N.78°51'27"E., 13.55 feet) to the **POINT OF BEGINNING**.  
Containing 0.347 acres, more or less.

## CURVE DATA TABLE

| NO. | RADIUS  | DELTA     | ARC    | CHORD  | BEARING       |
|-----|---------|-----------|--------|--------|---------------|
| C1  | 150.00' | 20°57'58" | 54.89' | 54.58' | N 35°08'09" W |
| C2  | 12.50'  | 11°29'00" | 2.51'  | 2.50'  | N 31°39'03" E |
| C3  | 94.00'  | 27°57'14" | 45.86' | 45.41' | N 51°22'10" E |
| C4  | 29.00'  | 27°01'21" | 13.68' | 13.55' | N 78°51'27" E |

PROJECT: CHASE BANK

Prepared For: BDG

PHASE: DAYTONA BEACH SHORES

DRAWN: JDL DATE: 4/3/20 CHECKED BY: JDL

### REVISIONS

| DATE | DESCRIPTION | DRAWN BY |
|------|-------------|----------|
|      |             |          |
|      |             |          |
|      |             |          |
|      |             |          |
|      |             |          |
|      |             |          |

(Not A Survey)

555 Winderly Pl, Suite 120  
Maitland, Florida 32751  
Phone: (321) 270-0440  
Licensed Business No.: LB 7768

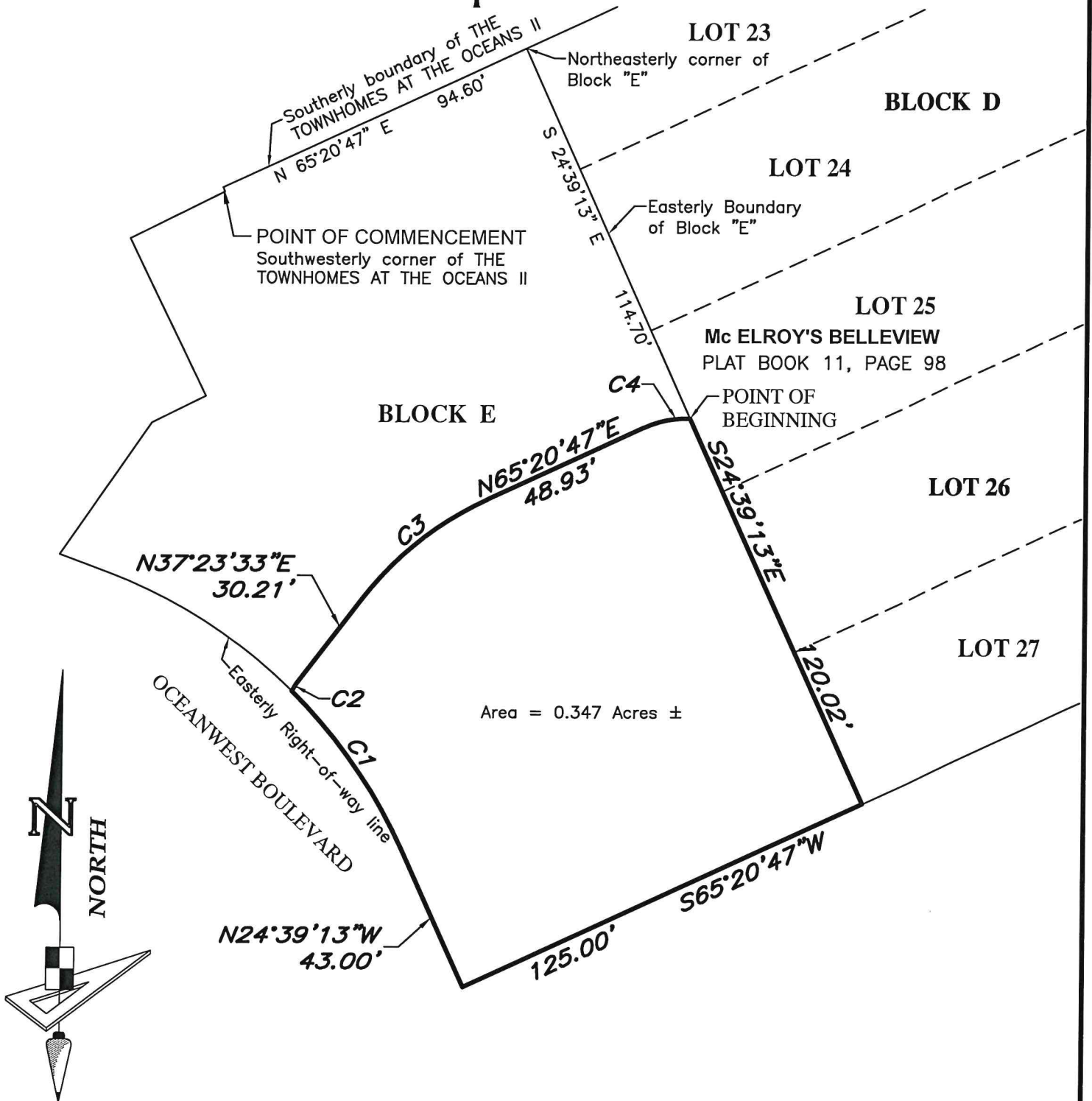


James D. LeViner

FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO. **LS6915**

**GeoPoint**  
Surveying, Inc.

# Description Sketch



PROJECT: CHASE BANK

Prepared For: BDG

PHASE: DAYTONA BEACH SHORES

DRAWN: JDL DATE: 4/3/20 CHECKED BY: JDL

(Not A Survey)

555 Winderly Pl, Suite 120  
Maitland, Florida 32751  
Phone: (321) 270-0440  
Licensed Business No.: LB 7768

## REVISIONS

| DATE | DESCRIPTION | DRAWN BY |
|------|-------------|----------|
|      |             |          |
|      |             |          |
|      |             |          |
|      |             |          |
|      |             |          |
|      |             |          |

James D. LeViner

FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO. LS6915

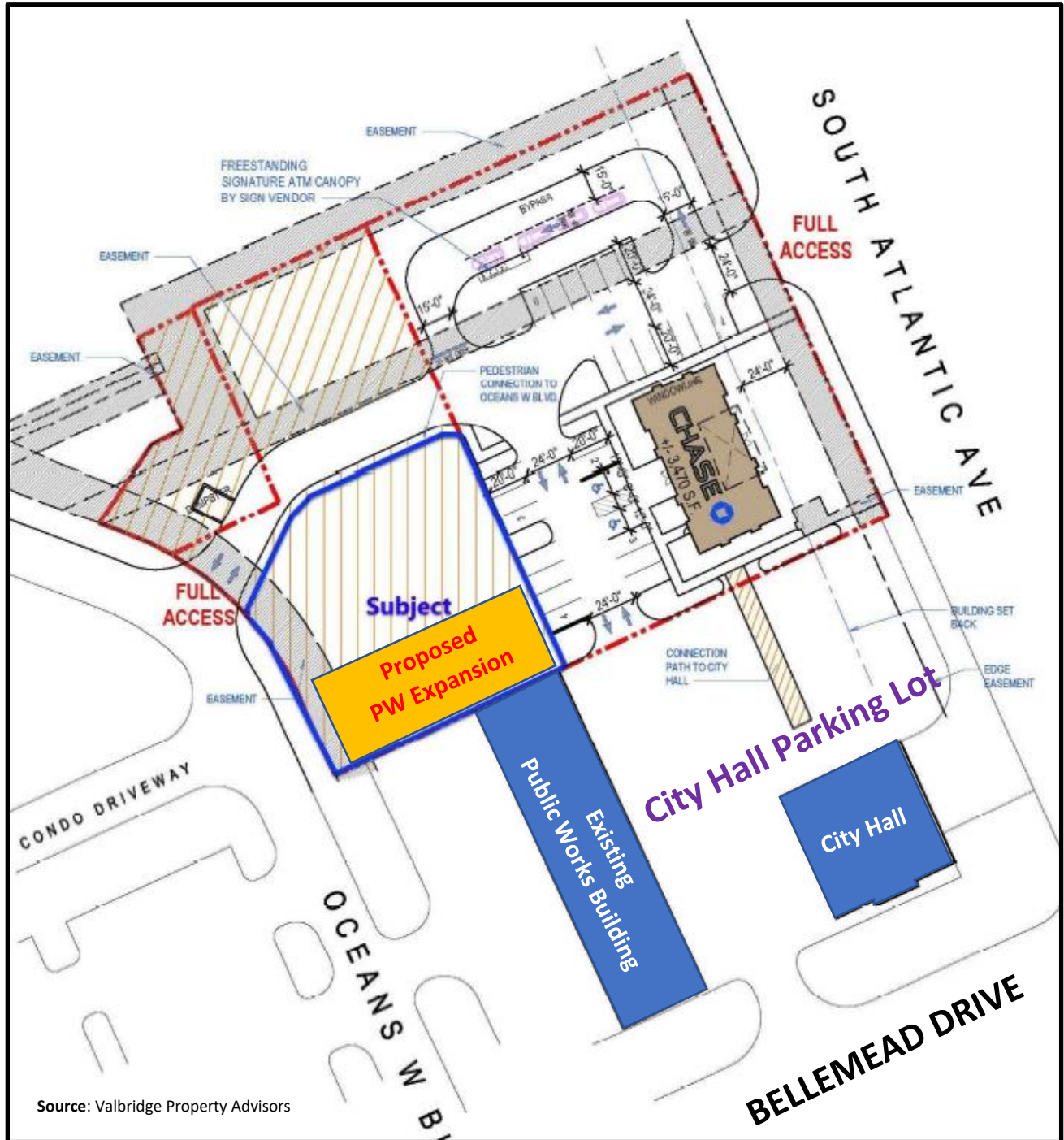
**GeoPoint**  
Surveying, Inc.

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Containing 0.347 acres, more or less.

## Daytona Beach Shores Public Works Future Expansion Concept



### KEY

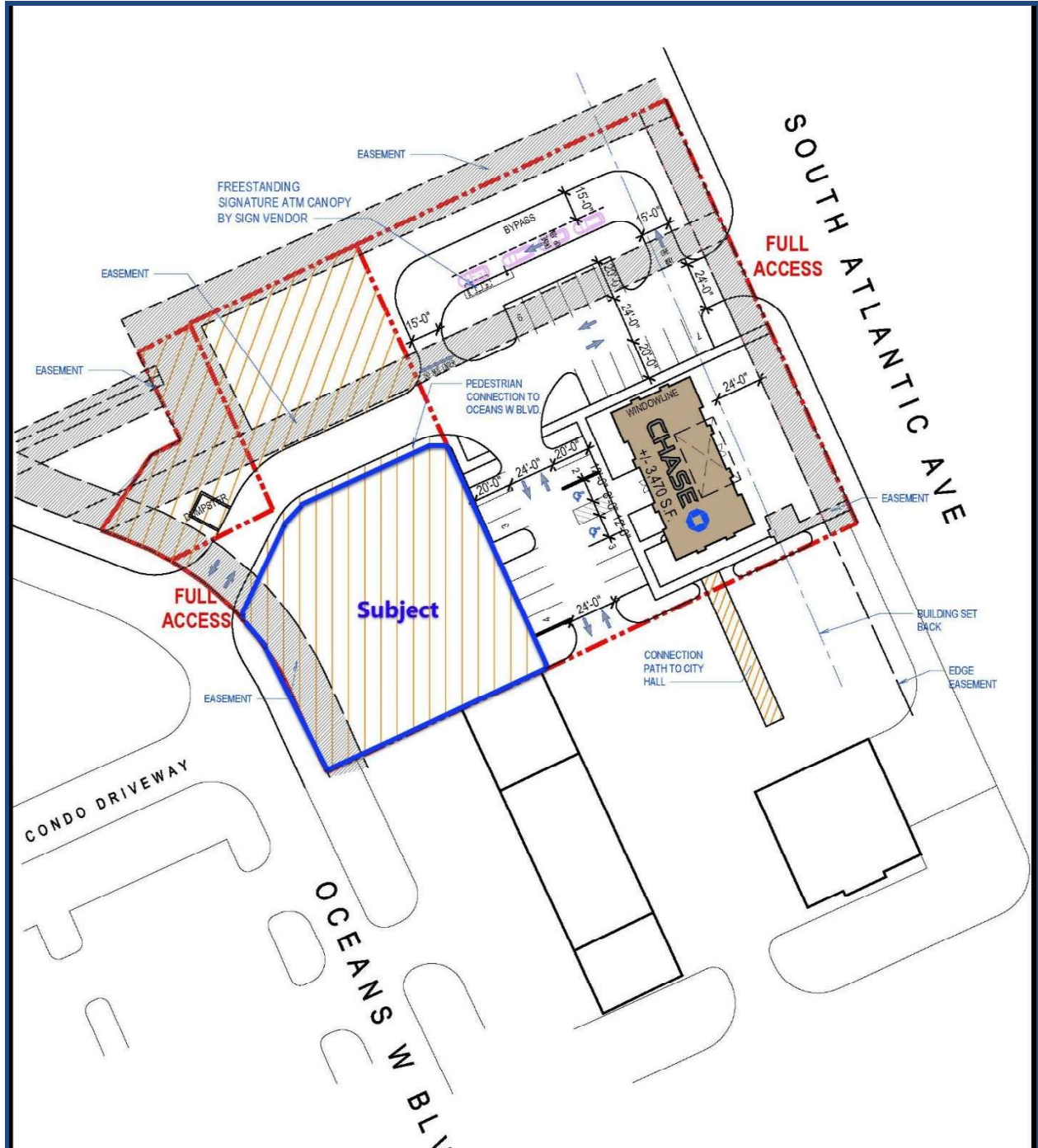
 Public Works Expansion Concept: 45' x 107', Building Height = 18'

**NOTE:** Conceptual Layout not to scale; proposed architecture to match existing building



# Site Plan

## SITE PLAN



**REAL ESTATE APPRAISAL REPORT**  
**Of**  
*0.347 Acre Portion of Chase Bank Parcel*



Oceans West Blvd  
Daytona Beach Shores, Florida 32118

**As of**  
June 8, 2021

**Prepared For**  
Mr. Stewart Cruz, AICP  
City Planner  
City of Daytona Beach Shores  
2990 S Atlantic Ave  
Daytona Beach Shores, FL 32118  
Client File: None

**Prepared by**  
COOKSEY & ASSOCIATES, INC.  
  
T. James Cooksey, MAI, CCIM  
State-Certified General Real Estate Appraiser  
RZ343

File Number: 9301



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July 22, 2021

Mr. Stewart Cruz, AICP  
City Planner  
City of Daytona Beach Shores  
2990 S Atlantic Ave  
Daytona Beach Shores, FL 32118

Re: Appraisal Report, Real Estate Valuation  
.347 Acres portion of Chase Bank parcel  
Oceans West Blvd  
Daytona Beach Shores, Florida 32118  
File Number: 9301

Dear Mr. Cruz:

At your request, I have prepared the following appraisal report which is a summary of the analysis applied to develop an opinion of market value for the referenced property. This report has been prepared in accordance Uniform Standards of Professional Practice (USPAP) Standards Rule 2-2(a) and is intended to conform to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, applicable state appraisal regulations.

The purpose of this appraisal is to form an "As Is" Market Value opinion of the Fee Simple interest under market conditions prevailing as of July 8, 2021, the date of the most recent inspection of the subject.

Based on the intended use of the appraisal and considering the subject's physical and economic characteristics, I have prepared an appropriate scope of work to provide for a credible value result. The scope included: **1)** An interior and exterior inspection of the subject property was made, and photographs taken.; **2)** An analysis of current economic factors as they pertain to the subject property type; **3)** Collection, verification and analysis of land sales; **4)** and development of the sales comparison approach to value.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 7). Acceptance of this report constitutes an agreement with these conditions and assumptions.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions and limiting conditions expressed in the report my opinion of the Market Value of the Fee Simple estate of the subject property as of July 8, 2021, is:

**\$196,000**  
**One Hundred Ninety-Six Thousand Dollars**

Respectfully submitted,  
Cooksey & Associates, Inc.

T. James Cooksey, MAI, CCIM  
State-Certified General Real Estate Appraiser  
RZ343

## TABLE OF CONTENTS

|                                                             |           |
|-------------------------------------------------------------|-----------|
| <b>Summary of Important Facts and Conclusions .....</b>     | <b>1</b>  |
| <b>Overview.....</b>                                        | <b>2</b>  |
| Scope of Work.....                                          | 2         |
| Limiting Conditions and Assumptions .....                   | 7         |
| Disclosures .....                                           | 8         |
| Professional Standards .....                                | 8         |
| Competency .....                                            | 8         |
| <b>Market Area &amp; Neighborhood Overview .....</b>        | <b>9</b>  |
| Surrounding Market Area .....                               | 9         |
| Immediate Environment .....                                 | 10        |
| Life Cycle Stage .....                                      | 10        |
| Demand Generators.....                                      | 10        |
| Appraiser's Summary of Area Influences .....                | 11        |
| Access & Linkages .....                                     | 11        |
| <b>Subject Property.....</b>                                | <b>12</b> |
| Identification of the Property.....                         | 12        |
| Legal Description.....                                      | 12        |
| Current Ownership & Sale History .....                      | 12        |
| Site Description .....                                      | 13        |
| Aerial Map .....                                            | 14        |
| Subject Photographs .....                                   | 15        |
| Assessment and Taxes – Parent Tract.....                    | 16        |
| Zoning.....                                                 | 16        |
| <b>Analysis &amp; Conclusions .....</b>                     | <b>17</b> |
| Real Estate Market Cycles .....                             | 17        |
| Property Strengths & Weaknesses .....                       | 17        |
| Highest and Best Use.....                                   | 17        |
| As Vacant .....                                             | 17        |
| Sales Comparison Approach.....                              | 18        |
| Comparable Land Sale Adjustments.....                       | 24        |
| Sales Comparison Approach Conclusion – Land Valuation ..... | 24        |
| Exposure Time .....                                         | 25        |
| <b>Certification Statement</b> .....                        | 26        |
| <b>Addenda .....</b>                                        | <b>27</b> |
| Client Engagement Letter.....                               | 27        |
| Qualifications of Appraiser .....                           | 29        |



## Summary of Important Facts and Conclusions

|                                  |                                                         |                      |
|----------------------------------|---------------------------------------------------------|----------------------|
| <i>Property Type</i>             | Land                                                    |                      |
| <i>Real Estate Appraised</i>     | Oceans West Blvd<br>Daytona Beach Shores, Florida 32118 |                      |
| <i>Property Rights Appraised</i> | Fee Simple                                              |                      |
| <i>Client</i>                    | Mr. Stewart Cruz, AICP<br>City of Daytona Beach Shores  |                      |
| <i>Client File Number</i>        | None                                                    |                      |
| <i>Intended Use of Appraisal</i> | Decision Making - Purchase                              |                      |
| <i>Intended User</i>             | Client                                                  |                      |
| <i>Census Tract</i>              | 826.05                                                  |                      |
| <i>MSA</i>                       | Daytona Beach                                           |                      |
| <i>Estimated Exposure Time:</i>  | 12 to 18 months                                         |                      |
| <i>Land Size</i>                 | 0.35 ± acres                                            | 15,115 ± square feet |
| <i>Flood Hazard</i>              | X                                                       |                      |
| <i>Zoning Classification</i>     | GC-2 Retail/Service Commercial District                 |                      |
| <i>Highest and Best Use</i>      | As Though Vacant      Mixed Use                         |                      |
| <i>Effective Value Date</i>      | June 8, 2021                                            |                      |
| <i>Report Preparation Date</i>   | July 22, 2021                                           |                      |
| <i>Final Value Conclusion(s)</i> | <b>As Is</b>                                            |                      |
| Value Conclusion(s)              | \$196,000                                               |                      |

# Overview

## Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). The elements to be considered are summarized below in addition to the typical client expectations and typical appraisal work by peers for similar assignments.

### Assignment Elements

The problem to be solved is to estimate the as is market value of the subject property. This purpose necessitates identification of seven assignment elements listed below.

- |    |                                                                                                                                                                                                                                                                                          |                                                        |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| 1. | The Client ( <i>the person who engaged the appraisal and an intended user</i> )                                                                                                                                                                                                          | Mr. Stewart Cruz, AICP<br>City of Daytona Beach Shores |
| 2. | Other Intended Users                                                                                                                                                                                                                                                                     | None                                                   |
| 3. | Intended Use of Report ( <i>To aid</i> )                                                                                                                                                                                                                                                 | Decision Making - Purchase                             |
| 4. | Standard / Definition of Value Used to Form the Value Opinion                                                                                                                                                                                                                            | Market Value                                           |
| 5. | Key Dates                                                                                                                                                                                                                                                                                |                                                        |
|    | Effective Value Date<br>( <i>point in time the value applies</i> )                                                                                                                                                                                                                       | June 8, 2021                                           |
|    | Report Preparation Date<br>( <i>date the report was prepared</i> )                                                                                                                                                                                                                       | July 22, 2021                                          |
|    | Date Property Appraised was Observed by One or More Appraisers Signing this Report                                                                                                                                                                                                       | July 8, 2021                                           |
| 6. | Assignment Conditions                                                                                                                                                                                                                                                                    |                                                        |
|    | <b>Extraordinary Assumptions:</b><br>An extraordinary assumption is defined by USPAP to be " <i>an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinion or conclusions</i> ".<br>Extraordinary assumptions presume as | None                                                   |
|    | <b>Hypothetical Conditions:</b><br><br>USPAP defines a hypothetical condition as "that which is contrary to what exists but is supposed for the purpose of analysis                                                                                                                      | None                                                   |

## ***Relevant Characteristics***

The 7th assignment element is relevant characteristics about the property appraised. These characteristics are typically categorized as physical, legal, and economic.

Details about the physical attributes of the property appraised are presented later in the Subject section of this report. Some relevant characteristics considered are listed below. Atypical issues are detailed elsewhere herein.

Unless specifically stated otherwise, the estate appraised (listed below) assumes no adverse leases, liens or encumbrances other than normal covenants and restrictions of record.

### **7a.    Physical**

|                                                      |                                                                      |
|------------------------------------------------------|----------------------------------------------------------------------|
| Existing Property Use                                | Commercial Land                                                      |
| Property Use Reflected in One or More Value Opinions | Commercial Use                                                       |
| Sources of Information About the Property Appraised  | Inspection, Public Records, Information provided by the client, etc. |

### **7b.    Legal**

|                                |               |
|--------------------------------|---------------|
| Category of Property Appraised | Real Property |
| Property Rights Appraised      | Fee Simple    |

### **7c.    Economic**

|                             |     |
|-----------------------------|-----|
| Effect of Lease(s) on Value | N/A |
| Cost Information            |     |

## ***Extent of Services Provided***

|                                                                                |                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Number of Final Value Opinions Developed                                       | 1                                                                                                                                                                                                                                    |
| Report Preparation Complies with Requirements Set Forth in USPAP Standard Rule | This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(A). This format provides a summary of the appraisal process, subject and market data and valuation analyses. |
| Format                                                                         | Summary - Style                                                                                                                                                                                                                      |
| Other Client Requirements                                                      | None                                                                                                                                                                                                                                 |
| Extent of Data Research                                                        | Adequate                                                                                                                                                                                                                             |
| Economic Data Sources                                                          | ESRI; CoStar; National Association of Realtors, MLS, local government, Appraisal Institute publications                                                                                                                              |
| Documents Considered                                                           | Survey                                                                                                                                                                                                                               |
| Data Verification                                                              | Direct and Third Party                                                                                                                                                                                                               |
| Extent Of Subject Observation by One or More Appraisers Signing Report         | Aerial photographs and from adjoining streets.                                                                                                                                                                                       |

### *Other Intended Use Considerations*

|                                                    |            |
|----------------------------------------------------|------------|
| Client's Prior Engagement<br>of Appraisal Services | Occasional |
| Assignment Complexity                              | Average    |

### *Miscellaneous Matters*

|                                                                                                                                                 |                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Other Than Signatories, Name(s) of<br>Person(s) Providing Significant Real<br>Property Assistance to the<br>Development of the Value Opinion(s) | None                 |
| Scope of Work Agreement                                                                                                                         | Agreement in Addenda |

**Appraisal Development**

Appraisal development is the extent of research and analyses that produce one or more credible opinions of value for one or more specifically identified intended users and an explicitly stated intended use. In this context, credible is defined as "worthy of belief".

The appraisal development process included the following tasks:

- observation of the property appraised
- research for appropriate market data
- data verification
- consideration of influential market area, physical, economic, and governmental factors
- determination of the subject's highest and best use.
- development of the sales comparison approach to value
- reconciliation of value indications
- preparation of this report

According to USPAP, all approaches that are applicable to the interest being appraised and necessary to produce credible results must be developed. The type of highest and best use; extent of feasibility considered; and the relevance of each major approach are listed below.

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Highest and Best Use | Highest and best use analyses can be categorized into two different levels of detail - inferred and fundamental. A fundamental analysis forecasts demand from broad demographic and economic data like population and income. An inferred analysis is based on local trends and patterns from which inferences are made. Inferred analyses emphasize historical data while fundamental analyses are based on future projections. |
|                      | A(n) inferred analysis was prepared.                                                                                                                                                                                                                                                                                                                                                                                             |
| Cost Approach        | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Sales Comparison     | Developed                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Income Approach      | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                   |

## Definitions

**Definition of As Is Market Value:** As is market value is defined as, "The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal's effective date." (Source: *The Dictionary of Real Estate Appraisal, Fifth Edition*, Appraisal Institute, Chicago, Illinois, 2010; also *Interagency Appraisal and Evaluation Guidelines*, Federal Register, 75 FR 77449, December 10, 2010, page 77471)

*Per Interagency; Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472*

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

A **Fee Simple** estate is defined as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.<sup>1</sup>

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<sup>1</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute, 2010).

## ***Limiting Conditions and Assumptions***

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

1. This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.
2. Real estate values are affected by many changing factors. Therefore, any value opinion expressed herein is considered credible only on the effective value date. Every day that passes thereafter, the degree of credibility wanes as the subject changes physically, the economy changes, or market conditions change
3. No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.
4. All files, work papers and documents developed in connection with this assignment are the property of Cooksey & Associates, Inc. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.
5. No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.
6. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.
7. Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.
8. Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.
9. It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.
10. The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Cooksey & Associates, Inc.'s regular per diem rate plus expenses.
11. Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

## ***Disclosures***

### ***Professional Standards***

All leading professional appraisal organizations, the U.S. Congress, all state legislatures, and numerous legal jurisdictions recognize the Uniform Standards of Professional Appraisal Practice (USPAP), promulgated by the Appraisal Foundation. Revised biennially to keep it contemporary, these standards set forth ethical practices and proper procedures for a competent appraisal. This appraisal fully complies with all relevant portions of the USPAP version in effect on the date this report was prepared. It also complies with the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA), a federal law.

### ***Competency***

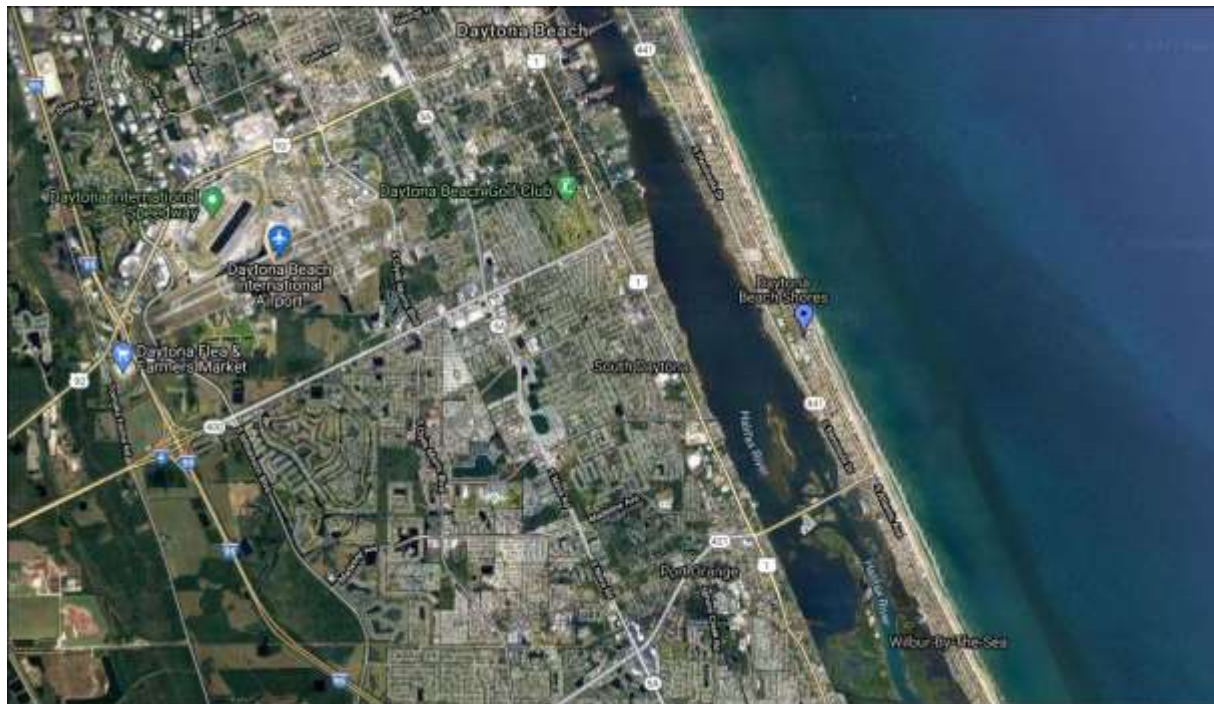
I have 35 years' experience with this property type in the market area.



# Market Area & Neighborhood Overview

## *Surrounding Market Area*

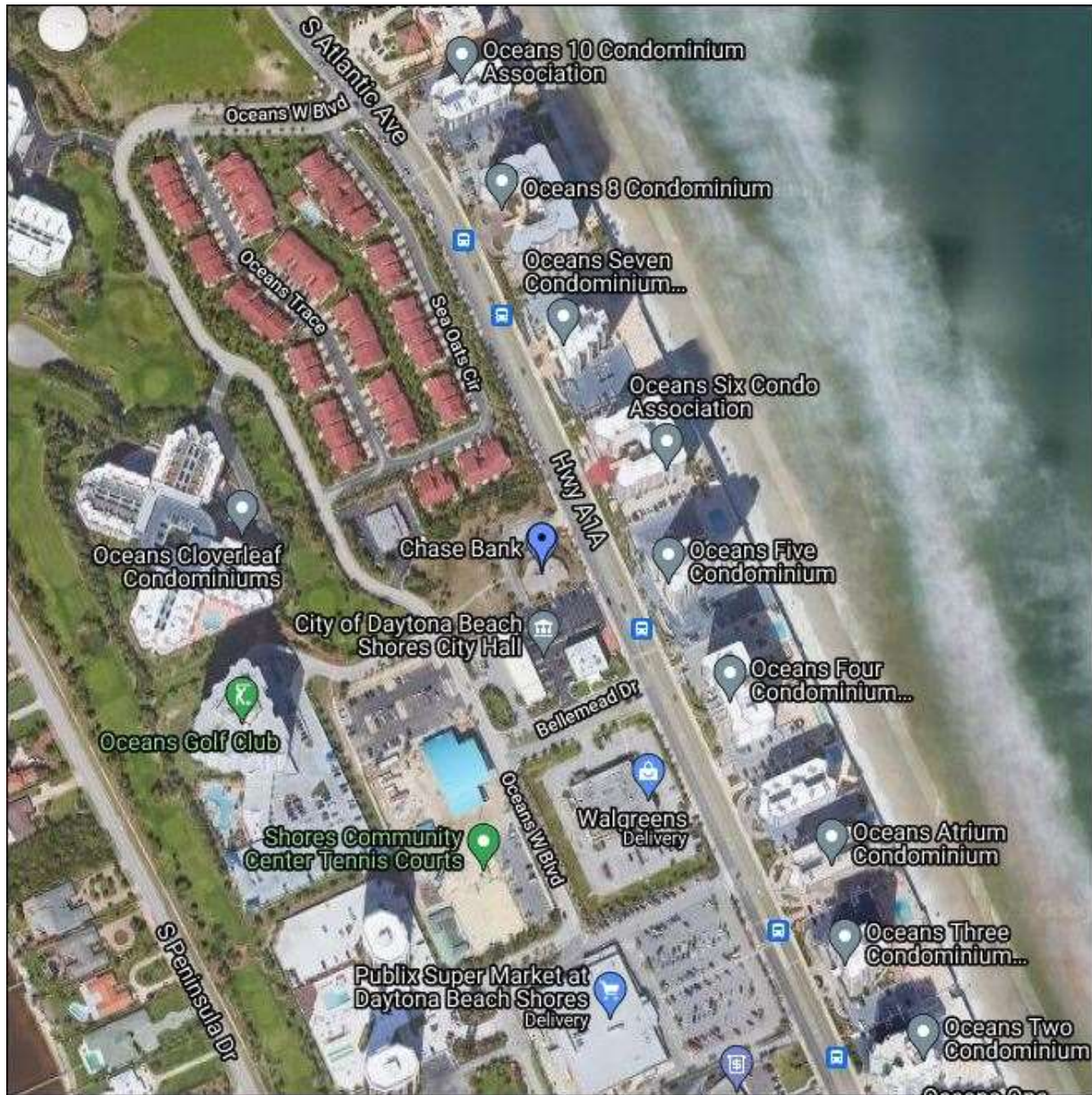
This is the area that most directly influences the subject's real estate market. A map of the surrounding area is shown below.



The city of Daytona Beach Shores was incorporated in 1960. The city is bordered on the north by Daytona Beach and the south by Port Orange. Located on the barrier island, it is comprised of only  $\pm 1$  square mile with an estimated population of  $\pm 4,500$ . 80% of the population reside in condominiums. As a resort and retirement community, the economy is based on tourism and services.

## Immediate Environment

**North:** Residential Uses  
**South:** Commercial Uses  
**East:** Hotels/Residential Uses  
**West:** Residential Uses



## Life Cycle Stage

Stable – some new multi-family development

## Demand Generators

Retirees and tourists

## ***Appraiser's Summary of Area Influences***

Favorable for stable to appreciating property values.

## ***Access & Linkages***

Atlantic Avenue (SR A1A) is a divided four lane highway. Access to the mainland is to the south via the Dunlawton Ave bridge or to the north via the Int'l Speedway Blvd or Silver Beach Ave bridges.

|                              |                                |
|------------------------------|--------------------------------|
| Subject Street traffic count | 15,000                         |
| Major East/West Street:      | Dunlawton Ave – 1.2 Mile South |
| Major North/South Street:    | Atlantic Ave                   |
| Distance to I-95             | 8 miles                        |
| Distance to I-4              | 10 miles                       |



# Subject Property

## Identification of the Property

### Legal Description

**COMMENCE** at the Southwest corner of the Townhomes at the Oceans II, as recorded in Map Book 42, Page 80 in the Public Records of Volusia County, Florida, run thence along the South boundary of said Townhomes at the Oceans II, N.65°20'47"E., a distance of 94.60 feet to the Northerly corner of the aforesaid Block "E"; thence along the Easterly boundary of said Block "E", S.24°39'13"E., a distance of 114.70 feet to the **POINT OF BEGINNING**; thence continue along said Easterly boundary, S.24°39'13"E., a distance of 120.02 feet; thence S.65°20'47"W., a distance of 125.00 feet to a point on the Easterly Right of Way line of Oceanwest Boulevard; thence along said Right of Way the following two (2) courses: 1) N.24°39'13"W., a distance of 43.00 feet; 2) Northwesterly, 54.89 feet along the arc of a tangent curve to the left having a radius of 150.00 feet and a central angle of 20°57'58" (chord bearing N.35°08'09"W., 54.58 feet); thence Northeasterly, 2.51 feet along the arc of a non-tangent curve to the right having a radius of 12.50 feet and a central angle of 11°29'00" (chord bearing N.31°39'03"E., 2.50 feet); thence N.37°23'33"E., a distance of 30.21 feet; thence Northeasterly, 45.86 feet along the arc of a tangent curve to the right having a radius of 94.00 feet and a central angle of 27°57'14" (chord bearing N.51°22'10"E., 45.41 feet); thence N.65°20'47"E., a distance of 48.93 feet; thence Easterly, 13.68 feet along the arc of a tangent curve to the right having a radius of 29.00 feet and a central angle of 27°01'21" (chord bearing N.78°51'27"E., 13.55 feet) to the **POINT OF BEGINNING**.  
Containing 0.347 acres, more or less.

### Current Ownership & Sale History

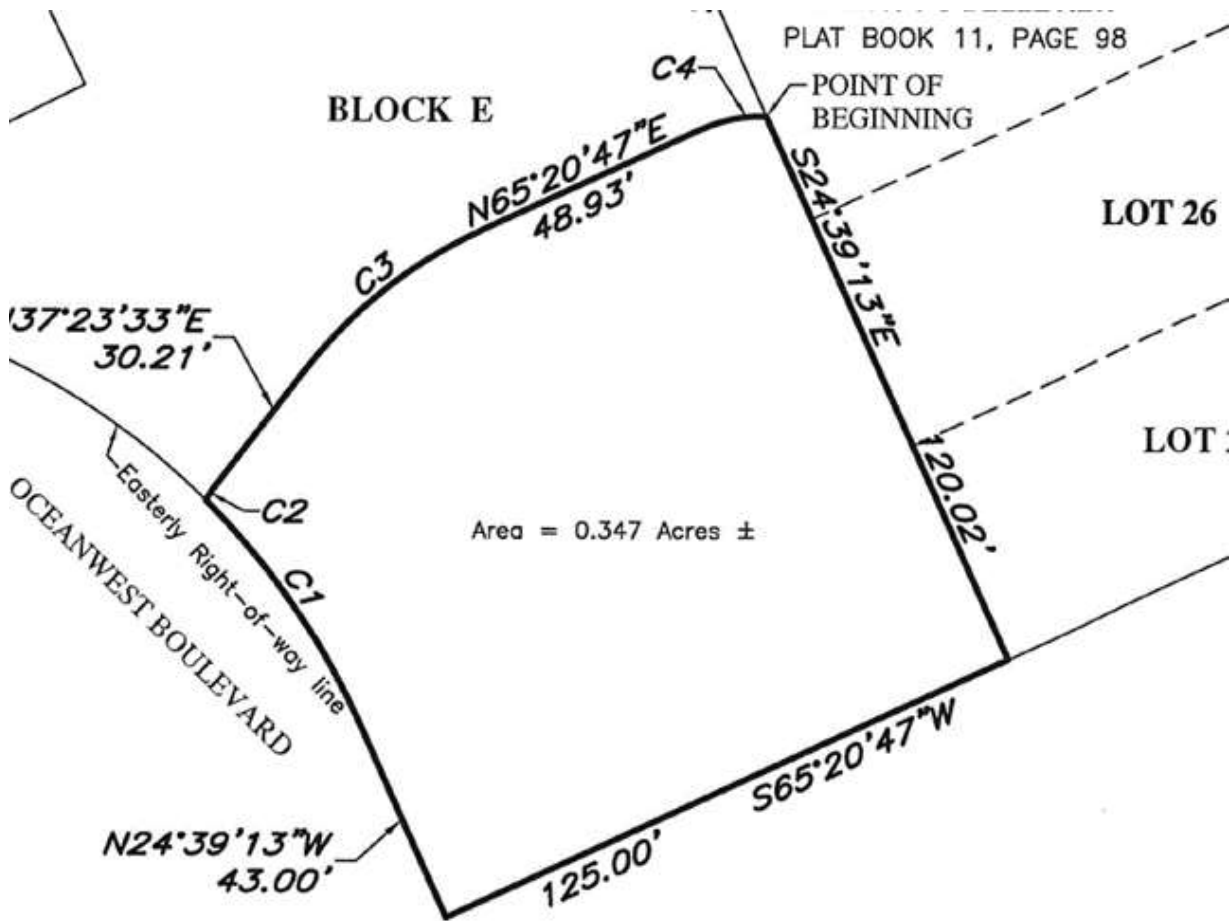
The current owner of record is JPMORGAN Chase Bank.

The prior three years of sales history is summarized with our analysis below:

| Sales History _ Parent Tract |            |                     |                                         |
|------------------------------|------------|---------------------|-----------------------------------------|
| Sale Price                   | Date       | Grantor             | Comments                                |
| \$1,250,000                  | 12-10-2019 | JPMorgan Chase Bank | Quit Claim six days later on 12-16-2019 |

## Site Description

|                    |                                                                                                                                      |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Site Size:         | Total: 0.35 acres; 15,115 square feet                                                                                                |
| Frontage/Access:   | The subject property has access with frontage as follows: <ul style="list-style-type: none"><li>Oceans West Blvd: 110 feet</li></ul> |
|                    | It is a Corner lot.                                                                                                                  |
| Utilities:         | All Available                                                                                                                        |
| Site Improvements: | Cleared, level, sod                                                                                                                  |
| Flood e:           | The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA), identified as flood zone X.              |



## Aerial Map



## ***Subject Photographs***



View from East Boundary Facing West



Oceans West Boulevard Facing South



View of Subject From Oceans West Facing East



Oceans West Blvd Facing North

## Assessment and Taxes – Parent Tract

Taxing Authority Volusia County  
Assessment Year 2020

| Tax Year                      | 2020      |
|-------------------------------|-----------|
| <b>County Appraised Value</b> |           |
| Land                          | \$654,066 |
| Improvements                  | \$81,767  |
| Tax Market Value              | \$735,833 |
| Assessment Ratio              | 100.0%    |
| Assessed Value                | \$735,833 |
| Taxable Value                 | \$735,833 |
| Tax Rate                      | 20.35520  |
| Tax Rate Per                  | \$1,000   |
| Real Estate Taxes             | \$14,978  |
| Special Assessments           | \$0       |
| Total Taxes                   | \$14,978  |
| Payment Status                | Paid      |
| Amount Due                    | \$0       |

### Comments

The parent tract assessment is equivalent to \$10.00 per square foot of land.

The target ratio of assessed value to market value is 85%. An analysis of recent sale transactions, however, indicate a wide range of ratios from 30% - 100%. This type of analysis generally does not yield a credible indication of value.

### Zoning

| Land Use Controls              |                                                                                                                                                                                                                        |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Zoning Jurisdiction            | City of Daytona Beach Shores                                                                                                                                                                                           |
| Zoning Code                    | GC-2                                                                                                                                                                                                                   |
| Future Land Use Designation    | Retail/Service Commercial                                                                                                                                                                                              |
| Zoning Description             | Retail/Service Commercial District. Permitted Uses include a wide variety of retail sales/service, office, medical, restaurants, entertainment, hotels and more, plus certain special exception and conditional uses.. |
| Zoning Density                 | 35% Maximum Lot Coverage                                                                                                                                                                                               |
| Current Use Legally Conforming | Yes                                                                                                                                                                                                                    |
| Zoning Change Likely?          | No                                                                                                                                                                                                                     |
| Minimum Lot Size               | 7,500 Sq. Ft.                                                                                                                                                                                                          |
| Set Back & Side Yard Distances | 20' Front, 20' Rear, None Side                                                                                                                                                                                         |
| Maximum Building Height        | 45'                                                                                                                                                                                                                    |



# Analysis & Conclusions

## Real Estate Market Cycles

Prior to the onset of the COVID-19 pandemic the area was in its 9<sup>th</sup> year of robust expansion. New home construction has continued at record pace furling to great extent with the in-migration of retirees and second home buyers. The pandemic has had the greatest impact on the Lodging, Food & Beverage and Retail sectors.

### Real Estate Like Subject

#### Sales Market

|                                          |                   |
|------------------------------------------|-------------------|
| New Construction                         | Some multi-family |
| Inventory of Competing Property For Sale | Limited           |
| Expected Near Future Price Change        | Increasing        |
| Marketing Times                          | Stable            |
| Overall Market Conditions                | Stable            |

## Property Strengths & Weaknesses

**Strengths:** Corner location next to bank branch. Scarce property available.

**Weaknesses:** Small permanent population base. Most commercial uses dependent on tourism.

## Highest and Best Use

### Process

The highest and best use of the property must be determined for both the subject site as though vacant, and for the property as currently improved (if applicable). The highest and best use must be:

1. Physically possible for the site.
2. Permitted under the zoning laws and deed restrictions that apply to the site.
3. Economically feasible.
4. The use which will produce the highest net return on investment (i.e. highest value) from among the possible, permissible, and economically feasible uses.

## As Vacant

### Possible Use

As detailed in the site description section, the site's physical characteristics should reasonably accommodate any use that is not restricted by its size of .34 acres, up to 35% site coverage – 3 stories

### Permissible Use

Zoning codes, land use plans, easements, and private deed restrictions often restricts permitted uses. The site is zoned GC-2, Retail/Service Commercial District. Permitted uses include a variety of retail, restaurant, lodging, vehicle related and service uses, plus special exception uses which would include mixed use. Given prevailing land use patterns in the area, and recognizing the principle of conformity, mixed use/ residential/office is given further consideration in determining highest and best use of the site, as if vacant.

### Feasible Use

Mixed Use – Residential/Commercial

## ***Sales Comparison Approach***

### ***Introduction***

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. It includes the following steps.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

### ***Comparable Sales***

The most recent land sales in this vicinity were researched and 3 comparables selected for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources.

### Land Sale No. 1



#### Property Identification

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Property Type</b>   | Commercial Land                     |
| <b>Address</b>         | 2970 S. Atlantic Ave.               |
| <b>City, State Zip</b> | Daytona Beach Shores, Florida 32118 |
| <b>County</b>          | Volusia                             |

#### Sale Data

|                           |                         |
|---------------------------|-------------------------|
| <b>Seller</b>             | Laverne B Fisher, LLC   |
| <b>Buyer</b>              | JPMorgan Chase Bank, NA |
| <b>Sale Date</b>          | 12-12-2019              |
| <b>Deed Book/Page</b>     | 7786-3809               |
| <b>Property Rights</b>    | Fee Simple              |
| <b>Conditions of Sale</b> | Arm's length            |
| <b>Verification</b>       | Carl Lentz              |
| <b>Sale Price</b>         | \$1,250,000             |
| <b>Proposed Use</b>       | Bank Branch             |

#### Land Data

|                        |                                   |
|------------------------|-----------------------------------|
| <b>Total Land Size</b> | 1.70 acres or 74,052 SF           |
| <b>Traffic Count</b>   | 15,000                            |
| <b>Zoning Code</b>     | GC-2 Business, General Commercial |
| <b>Proposed Use</b>    | Bank Branch                       |

#### Indicators

|                       |                    |
|-----------------------|--------------------|
| <b>\$/Gross Acre</b>  | \$735,294 per Acre |
| <b>Price/Gross SF</b> | \$16.88 per SF     |

#### Remarks

This was the sale of the former Oceans Sales Center, a 4,160 SF office building that was razed for construction of a new Chase Bank location.

## Land Sale No. 2



### Property Identification

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Property Type</b>   | Commercial Land                     |
| <b>Address</b>         | 1906 S Atlantic Ave                 |
| <b>City, State Zip</b> | Daytona Beach Shores, Florida 32118 |
| <b>County</b>          | Volusia                             |

### Sale Data

|                           |                              |
|---------------------------|------------------------------|
| <b>Seller</b>             | City of Daytona Beach Shores |
| <b>Buyer</b>              | 1901-1903 S ATLANTIC LP      |
| <b>Sale Date</b>          | 06-04-2018                   |
| <b>Deed Book/Page</b>     | 7557/1529                    |
| <b>Property Rights</b>    | Fee Simple                   |
| <b>Conditions of Sale</b> | Arm's length                 |
| <b>Verification</b>       | Public Records, inspection   |
| <b>Sale Price</b>         | \$300,000                    |

### Land Data

|                          |                         |
|--------------------------|-------------------------|
| <b>Total Land Size</b>   | 0.59 acres or 25,509 SF |
| <b>Useable Land Size</b> | 0.59 acres or 25,509 SF |
| <b>Topography</b>        | At Grade                |
| <b>Front Footage</b>     | 165                     |
| <b>Utilities</b>         | All Available           |
| <b>Traffic Count</b>     | 15,200                  |
| <b>In Flood Plain?</b>   | No. Zone X              |
| <b>Zoning Code</b>       | GC-2                    |

### Indicators

|                         |                    |
|-------------------------|--------------------|
| <b>\$/Gross Acre</b>    | \$512,286 per Acre |
| <b>Price/Gross SF</b>   | \$11.76 per SF     |
| <b>Price/Front Foot</b> | \$1,818.18         |

### Remarks

Currently used for sales office for Condominium under construction across the street. No definite future plans.

### Land Sale No. 3



#### Property Identification

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Property Type</b>   | Multi-Family Land                   |
| <b>Address</b>         | 3742 S. Atlantic Avenue             |
| <b>City, State Zip</b> | Daytona Beach Shores, Florida 32118 |
| <b>County</b>          | Volusia                             |

#### Sale Data

|                           |                                  |
|---------------------------|----------------------------------|
| <b>Seller</b>             | BANAEV YAROSLAV & BANAEVA YELENA |
| <b>Buyer</b>              | KBK REALTY INVESTMENTS LLC       |
| <b>Sale Date</b>          | 06-30-2021                       |
| <b>Deed Book/Page</b>     | 8075/145                         |
| <b>Property Rights</b>    | Fee Simple                       |
| <b>Conditions of Sale</b> | Arm's length                     |
| <b>Market Time</b>        | 35                               |
| <b>Verification</b>       | deborah.morfis@firstcoastsir.com |
| <b>Sale Price</b>         | \$350,000                        |

#### Land Data

|                        |                                                                 |
|------------------------|-----------------------------------------------------------------|
| <b>Total Land Size</b> | 0.47 acres or 20,500 SF                                         |
| <b>Topography</b>      | Slopes down to west, wooded, slightly below road grade in front |
| <b>Front Footage</b>   | 100                                                             |
| <b>Utilities</b>       | All Available                                                   |
| <b>Zoning Code</b>     | Multi-Family                                                    |

#### Indicators

|                         |                    |
|-------------------------|--------------------|
| <b>\$/Gross Acre</b>    | \$743,700 per Acre |
| <b>Price/Gross SF</b>   | \$17.07 per SF     |
| <b>Price/Front Foot</b> | \$3,500.00         |

#### Remarks

Up to 17 units

**Location Map**





## Comparison Analysis

The sales have been analyzed and compared with the subject property. I have considered adjustments for differences in the most pertinent areas summarized below:

|                         | Subject                                          | Sale # 1                 | Sale # 2                          | Sale # 3                                                    |
|-------------------------|--------------------------------------------------|--------------------------|-----------------------------------|-------------------------------------------------------------|
| Property Name           | .347 Acres<br>portion of<br>Chase Bank<br>parcel | Chase Bank<br>Site       | Beachside<br>Commercial<br>Parcel | Vacant<br>Multi-Family<br>Site                              |
| Address                 | Oceans West<br>Blvd                              | 2970 S.<br>Atlantic Ave. | 1906 S Atlantic<br>Ave            | 3742 S.<br>Atlantic<br>Avenue<br>Daytona<br>Beach<br>Shores |
| City                    | Daytona<br>Beach Shores                          | Daytona<br>Beach Shores  | Daytona Beach<br>Shores           | Daytona<br>Beach<br>Shores                                  |
| Land Area SF            | 15,115                                           | 74,052                   | 25,509                            | 20,500                                                      |
| Land Area in Acres      | 0.347                                            | 1.700                    | 0.586                             | 0.471                                                       |
| Ratio - Comp to Subject |                                                  | 4.90                     | 1.69                              | 1.36                                                        |
| Buildable SF            | N/A                                              | 11,200                   | N/A                               | N/A                                                         |
| Price/Buildable SF      |                                                  | \$111.61                 | N/A                               | N/A                                                         |
| Density (Units/Acre)    |                                                  |                          |                                   |                                                             |
| Zoning                  | GC-2                                             | GC-2                     | GC-2                              | MFR 2                                                       |
| Sale Price              | N/A                                              | \$1,250,000              | \$300,000                         | \$350,000                                                   |
| Land Sq Ft              | 15,115                                           | 74,052                   | 25,509                            | 20,500                                                      |
| Unadjusted Price/SF     | N/A                                              | \$16.88                  | \$11.76                           | \$17.07                                                     |
| Time Adjusted Price/SF  | N/A                                              | \$17.56                  | \$12.94                           | \$17.07                                                     |
| Adjusted Price/SF       | N/A                                              | \$15.80                  | \$11.65                           | \$13.65                                                     |

|                               |                |                |                |
|-------------------------------|----------------|----------------|----------------|
| <i>Property Rights</i>        | 0.00%          | 0.00%          | 0.00%          |
| <i>Terms/Financing</i>        | 0.00%          | 0.00%          | 0.00%          |
| <i>Conditions of Sale</i>     | 0.00%          | 0.00%          | 0.00%          |
| <i>Time/Market Conditions</i> | 4.00%          | 10.00%         | 0.00%          |
| <b>Time Adjusted Price/SF</b> | <b>\$17.56</b> | <b>\$12.94</b> | <b>\$17.07</b> |
| <i>Location/Access</i>        | -10.00%        | -10.00%        | -10.00%        |
| <i>Zoning/Density</i>         | 0.00%          | 0.00%          | -10.00%        |
| <i>Size</i>                   | 0.00%          | 0.00%          | 0.00%          |
| <i>Demographics</i>           | 0.00%          | 0.00%          | 0.00%          |
| <i>Market</i>                 | 0.00%          | 0.00%          | 0.00%          |
| <b>Total Adjustments</b>      |                |                |                |
| Net % Adjustments             | -6.4%          | -0.9%          | -20.0%         |
| Net \$ Adjustments            | -\$1.08        | -\$0.11        | -\$3.42        |
| Total % Adjustments           | 14.5%          | 21.0%          | 20.0%          |
| Total \$ Adjustments          | \$2.44         | \$2.47         | \$3.42         |
| <b>Adjusted Price/SF</b>      | <b>\$15.80</b> | <b>\$11.65</b> | <b>\$13.65</b> |

## ***Comparable Land Sale Adjustments***

### Market Conditions

This considers changes in the economic environment of time that affect value. These include local, national and worldwide economies. Demand for properties on the barrier island has remained strong. A +3% per annum adjustment is made to sales 1 and 2 which closed in 2018 and 2019

### Location

The sales have exposure on Atlantic Avenue and a -10% adjustment is applied to those sales

### Zoning

Zoning determines the allowable density and use of the property. In certain zones the cities may offer incentives for new development. There is more demand for multi-family land in the market area. Sale 3 is zoned multi-family and a -10% adjustment was applied.

| Adjusted Price Indications |         | Concluded Value  |
|----------------------------|---------|------------------|
| Minimum Adjusted Price /   | \$11.65 | \$13.00/SF       |
| Maximum Adjusted Price /   | \$15.80 | \$196,495        |
| Average Adjusted Price / S | \$13.70 | <b>\$196,000</b> |
| Median Adjusted Price / S  | \$13.65 |                  |
| Standard Deviation / SF    | \$1.69  |                  |

## ***Sales Comparison Approach Conclusion – Land Valuation***

All of the value indications have been considered, and in the final analysis in arriving at my final reconciled value of \$13.00 per square foot

| Land Value Conclusion |           |         |
|-----------------------|-----------|---------|
| Subject Site          | 15,115    | Land SF |
| Indicated Unit Value  | \$13.00   | per SF  |
| Indicated Value       | \$196,495 |         |
| Rounded               | \$196,000 |         |

**One Hundred Ninety-Six Thousand Dollars**



## Exposure Time

Terminology abounds in the real estate appraisal profession. Two related but different concepts that are often confused are Exposure Time and Marketing Time. USPAP specifically addresses the confusion.

| Term                                   | Definition                                                                                                                                                                                                                            | Explanation                                                                                                  |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Exposure Time<br>(Statement 6)         | <i>"... the estimated length of time the property interest being appraised would have been offered on the market <b>prior</b> to the hypothetical consummation of a sale at market value on the effective date of the appraisal".</i> | Backward looking; ends on the effective value date. Based on factual, past events.                           |
| Marketing Time<br>(Advisory Opinion 7) | <i>"... an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value during the period immediately after the effective date of the appraisal".</i>                       | Forward looking; starts on the effective value date. A forecast based on expectancies of future occurrences. |

Marketing time and exposure time are both influenced by price. That is, a prudent buyer could be enticed to acquire the property in less time if the price were less. Hence, the time span cited below coincides with the value opinion(s) formed herein. We estimate an "As Is" marketing time of approximately 12 to 18 months.

USPAP Standard rule 1-2(c)(iv) requires an opinion of exposure time, not marketing time, when the purpose of the appraisal is to estimate market value. We estimate and "As Is" exposure time of approximately 12 to 18 months.

## **Certification Statement**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions and conclusion were developed, and this report has been prepared in conformity with the requirements of the Code of Profession Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice.
- Use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- T. James Cooksey is a designated member of the Appraisal Institute and has completed the continuing education program prior to this preparation date.
- I certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.
- T. James Cooksey has personally inspected the subject property.

A handwritten signature in black ink, appearing to read 'T. James Cooksey', written in a cursive style.

T. James Cooksey, MAI, CCIM  
State-Certified General Real Estate Appraiser  
RZ343

# Addenda

## Client Engagement Letter



Phone: 386.252.1293

1230 N. U.S. Highway 1, Suite 28 • Ormond Beach, FL 32174

Fax: 386.254.6992

June 25, 2021

Mr. Stewart Cruz, AICP  
City Planner, City of Daytona Beach Shores  
2990 S Atlantic Ave  
Daytona Beach Shores, FL 32118  
386-763-5361  
Scruz@cityofdbbs.org

Re: A 0.347 Acre Portion Of:  
2970 S Atlantic Ave  
Daytona Beach Shores, FL 32118

Dear Mr. Cruz:

Thank you for giving us the opportunity to provide appraisal services for the above referenced property. This letter serves as a formal agreement, upon acceptance, to prepare an appraisal with the following scope.

|                   |                                                                                           |
|-------------------|-------------------------------------------------------------------------------------------|
| Report Type       | Narrative Appraisal Report                                                                |
| Intended Use      | Purchase Decision Making                                                                  |
| Intended Users    | Client                                                                                    |
| Property Interest | Fee Simple                                                                                |
| Appraisal Scope   | Inferred Analysis, Interior/Exterior<br>Inspection, All Applicable Approaches to<br>Value |
| Effective Date    | Current                                                                                   |
| Property Type     | Land                                                                                      |
| Parcel Number/s   | A Portion of 532706040010                                                                 |

The appraisals will be prepared in accordance with the Uniform Standards of Professional Practice and subject to the attached Standard Assumptions & Limiting Conditions.

Our report will be submitted to you within approximately four weeks from acceptance at a fee of \$1,250. If you agree to the terms of this proposal, please indicate your authorization to proceed by signing below and sending via fax to 386-254-6992 or email to [info@cookseyassociates.com](mailto:info@cookseyassociates.com).

We look forward to being of service.

Sincerely,

Cooksey & Associates, Inc.

A handwritten signature in blue ink, appearing to read "T. James Cooksey".

T. James Cooksey, MAI, President  
St. Cert. Gen. RZ343

Accepted:

A handwritten signature in blue ink, appearing to be a stylized signature.

Title **ACTING CITY MANAGER**  
Date **6/25/21**

## ***Limiting Conditions and Assumptions***

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Cooksey & Associates. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation. Absolute determination requires an elevation certificate by a qualified surveyor.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Cooksey & Associates' regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

## ***Qualifications of Appraiser***

***T. James Cooksey, MAI, CCIM, AI-GRS***

***State-Certified General Real Estate Appraiser RZ343***

Licensed Real Estate Broker

### ***Education***

Bachelor of Arts Degree, Behavioral Science, University of South Florida, 1973 with minor studies in accounting & economics.

### ***Partial List of Specialized Appraisal & Real Estate Education:***

Course 101 - Introduction to Appraising Real Property, 1976  
Course 102 - Applied Residential Property Valuation, 1984  
Course 201 - Principles of Income Property Appraising, 1984  
Course 202 - Applied Income Property Valuation, 1985  
Appraisal Regulations of the Federal Banking Agencies Seminar, 1991  
Case Studies, University of San Diego, Appraisal Institute, June 10-15, 1991  
Litigation Valuation, University of Colorado, Appraisal Institute, June, 1992  
Business Valuation Parts I & II, Appraisal Institute, 1996  
Market Analysis of Commercial Real Estate, CIREA, 1997  
Eminent Domain – September 27, 1998  
Highest & Best Use Applications – Appraisal Institute 1998  
Partial Interest Valuation, Divided – Appraisal Institute, September 8, 2000  
Marina Valuation – International Marina Institute, January 2002  
Separating Real & Personal Property from Intangible Business Assets, May 2002  
Subdivision Analysis-November 2003  
Eminent Domain Conference – CLE, Tampa October 2004  
Computer Enhanced Cash Flow Modeling, Appraisal Institute, February 2006  
Uniform Appraisal Standards for Federal Land Acquisitions, April 2007  
Analyzing Distressed Real Estate, December 2007  
Supervisor/Trainee Roles & Relationships, November 2010  
Ad Valorem Tax Consultation, 2010  
Small Hotel/Motel Valuation, Appraisal Institute, 2010  
Feasibility, Market Value, Investment Timing: Option Value, Appraisal Institute 2010  
Business Practices and Ethics, Appraisal Institute December 2012  
Appraisal Curriculum Overview – General, Appraisal Institute, November 2012  
Review Theory – General, Appraisal Institute July 2014  
Real Estate Damages, Appraisal Institute, Randall Bell, MAI, PhD, April 2018  
Advanced Land Valuation – Sound Solutions – Appraisal Institute, January 2018  
Ignorance Isn't Bliss – Understanding an Investigation by a State Regulatory Board, Appraisal Institute, November 2018  
USPAP and Florida Law Update, McKissock, November 2018  
Transferred Value – Appraisal Institute, June 2020  
Trial Components – Appraisal Institute, July 2020  
Valuation of Donated Real Estate Including Conservation Easement June 2020

### ***Employment History***

|           |                                                                                                                                                                                                                                                        |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Military  | 1968-1970 USAF, Weather Observer                                                                                                                                                                                                                       |
| Banking   | 1974 – 1976 Florida National Bank, St. Petersburg, FL, Credit Analyst<br>1976 – 1981 Ellis Banking Corporation, Bradenton, Flagler County and Ormond Beach, FL;<br>Holding Company Staff Auditor, Bank Operations & Vice President, Commercial Lending |
| Appraisal | 1981 – Present. Cooksey & Associates, f/k/a Massie Appraisal Company acquired after retirement of founder E.R. Massie, Jr. MAI, JD in 1987                                                                                                             |
| Teaching  | Adjunct professor Daytona Beach Community College, Real Estate Appraisal State Certification (AB1) 1989 - 1992                                                                                                                                         |

## *Appraisal Experience*

Vacant land and acreage, subdivisions, farms, single family residences, mobile home parks, condominiums, motels, timeshare projects, banking facilities, warehouses, industrial facilities, apartment projects, retail stores, neighborhood and community shopping centers, office buildings, gas station/convenience stores, restaurants, condemnation/litigation and market/feasibility studies.

### *Partial List of Clients:*

In addition to area law and accounting firms we serve the following institutions:

|                             |                                     |                             |
|-----------------------------|-------------------------------------|-----------------------------|
| Bank of America             | Florida Community Bank              | City of Port Orange         |
| Fifth Third                 | PNC                                 | City of Daytona Beach       |
| National City Bank          | Main Street Bank                    | Florida Power & Light       |
| RBC Bank                    | Surety Bank                         | FDIC                        |
| Wells Fargo                 | Gateway Bank                        | Harbor Community Bank       |
| Floridian Bank              | Regions Bank                        | Dept. of Natural Resources  |
| Intracoastal Bank           | Prosperity Bank                     | International Speedway Corp |
| Flagler County School Board | BB&T                                | City of Flagler Beach       |
| Halifax Health Systems      | Flagler County Commission           | Daytona State College       |
| City of Ormond Beach        | Volusia County Public Works         | Embry Riddle University     |
| Space Coast Credit Union    | Florida Hospital – Adventist Health | Bethune- Cookman University |

## *Qualified Expert Witness*

District Courts in Volusia, Flagler and Alachua Counties. Federal Bankruptcy Courts in Jacksonville and Tampa.

## *Professional Memberships*

- MAI - Member of the Appraisal Institute
- CCIM, Certified Commercial Investment Member - Commercial Investment Real Estate Institute
- AI-GRS, Appraisal Institute. General Review Appraiser
- State of Florida Certified General Real Estate Appraiser #0000343
- Licensed Real Estate Broker, Member of Daytona Beach, Board of Realtors
- Past President - Appraisal Institute, Volusia/Flagler Chapter, 1991;
- Past President, Ormond Beach Rotary Club,

## *Continuing Education Requirement*

The Appraisal Institute conducts a program of continuing education for its designated members. Members who meet the minimum standards of this program are awarded periodic educational certification. I have completed the requirements under the continuing education program of the Appraisal Institute.



Ron DeSantis, Governor

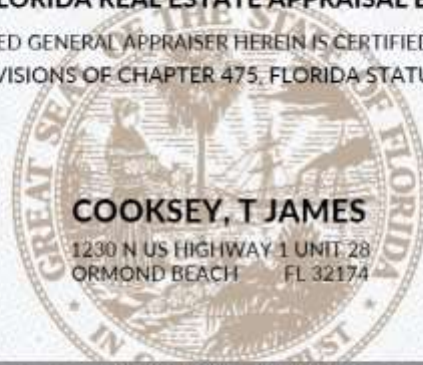
Halsey Beshears, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



**COOKSEY, T JAMES**

1230 N US HIGHWAY 1 UNIT 28  
ORMOND BEACH FL 32174

**LICENSE NUMBER: RZ343**

**EXPIRATION DATE: NOVEMBER 30, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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