City of Daytona Beach Shores

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

AGENDA
CITY COUNCIL MEETING
MARCH 8, 2022
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 - Ed Kastner 20 years

B. Audit Presentation from James Moore & Co.

6. APPROVAL OF MINUTES

A. City Council Minutes February 22, 2022

7. CONSENT AGENDA:

A. Finance Reports - Nov, Dec, Jan.

B. SCBA Purchase

C. Public Safety Outside Detail Rate Increase

8. REPORTS OF THE CITY ATTORNEY:

A. City Attorney Report March 8, 2022

9. REPORTS OF THE CITY MANAGER:

A. City Manager Report March 8, 2022

10. OLD BUSINESS:

A. Ordinance 2022-05 Daytona Beach Shores proposed charter amendments

11. NEW BUSINESS:

A. Nonconforming Freestanding Sign Removal Deadline

B. Bank of America Property Bid

12. COUNCIL COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-7635364,

CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

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

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MINUTES
CITY COUNCIL MEETING
February 22, 2022
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Vice Mayor Mel Lindauer, Councilmember Richard Bryan, Councilmember Michael Politis, Councilmember Richard Frizalone
Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney Wade Vose, 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 January 25, 2022

VICE MAYOR MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Approve the City Council Minutes January 25, 2022.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Vice Mayor Mel Lindauer, Councilmember Michael Politis

B. City Council Special Minutes February 1, 2022

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve the City Council Special Minutes February 1, 2022.
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. Public Safety January report

B. Community Services January, 2022 Report

C. Building Division January, 2022 Report

D. October Finance Report

VICE MAYOR MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD BRYAN 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

The City Attorney reviewed the submitted report.

9. REPORTS OF THE CITY MANAGER:

A. City Manager Report February 22, 2022

The City Manager reviewed his submitted report. He stated that he had moved his retirement date to June 3rd. Community Services Director Fred Hiatt reported that the city was aware that Acres Capital had been receiving bids for the demolition process of the Treasure Island property.

10. OLD BUSINESS:

A. Ordinance 2022-01: Rezoning Application RZ12021045, 3232 La Paloma Ave - Westminster By The Sea Presbyterian Church

Attorney Vose read the ordinance by title. The Mayor called the hearing to order. There was no ex-parte communication by any coucilmembers. The City Clerk swore in all witnesses for the hearing. City Planner Stewart Cruz advised that all public notice requirements had been met. There was nothing new to add to his staff report and he recommended approval.
Administrative Director Laura Walker spoke on behalf of the church. She explained that they had obtained quotes for a privacy fence between the counseling center and the neighbor as discussed at the last meeting. New signage and a dedicated walkway were also created.
There was no one who wished to speak in favor of the application.
Kahri Kenton spoke against the application, stating that she was still very unhappy with the process. She felt that the clients who attended the counseling were court-mandated with troubled backgrounds. It was her opinion that the church provided false information on the rezoning application stating the use was just for office space.
CMBR Frizaloone inquired why the counseling center opened. Ms. Walker responded that the church had received a grant from United Way that enabled them to open the center. The building was previously the Assistant Pastor's residence. Vice Mayor Lindauer asked about the court-mandated sessions. Ms. Walker responded that maybe 5% of the total sessions were mandated and very few were at this location.
The Mayor closed the public hearing.
Vice Mayor Lindauer stated that a letter had been submitted at their previous meeting where nine neighbors declared they were fine with counseling center's location. He confirmed with Public Safety that there had been no recent calls or incidents.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Adopt Ordinance 2022-01 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 2022-05 Daytona Beach Shores proposed charter amendments

Attorney Wade Vose read the Ordinance by title. He explained that the proposed ordinance was drafted from the charter workshops that were held last year. If adopted, the five questions would be on the November General Election ballot. The five questions were read to the council and there were no changes made. The questions would be on the following

topics: 1) increasing the number of votes to remove a councilmember for misconduct, 2) eliminating a specific meeting time for the organizational meeting, 3) revising timelines for citizen-initiated charter amendments, 4) providing purchasing be governed by purchasing policies, and 5) renaming city council to city commission.
COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Approve Ordinance 2022-05 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. Discussion on the Bank of America property that is for sale.

Finance Director Kurt Swartzlander explained that the Bank of America property was officially for sale. They are accepting sealed bids until March 10th. He stated there were many uses that the city could use the building for, including additional classes as overflow from the community center. With the property being adjacent to city property, if the city decided to sell it at a later date, it can control what would go there. Staff reached out to Halifax Health for a partnership, but they declined as they have too many capital projects currently in the works. If the council decided not to purchase the property, the permitted uses were listed for the commercial zoning area that included many service industries. The council held a brief discussion stating that it would be in the city's best interest to own the property due to the proximity of the park and the pavilion. The City Council gave a consensus to bring back a Proposed Sale Agreement to the next meeting.

C. Rezoning Application RZ12021040: Coby & Jennifer Caldwell - 6 Carter Terrace, Annexed Property

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Continue the Rezoning Application RZ12021040 until the meeting on March 22nd.
Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5 No = 0).
Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Vice Mayor Mel Lindauer, Councilmember Michael Politis

D. Rezoning Application RZ12021043: Larry & Barbara Pollack - 3102 Liberty Street, Annexed Property

COUNCILMEMBER RICHARD BRYAN moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Continue Rezoning Application RZ12021043 until the meeting on March 22nd.
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

E. Future Land Use Map Amendment CPA12021041: Colby & Jennifer Caldwell - 6 Carter Terrace, Annexed Property

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Continue Future Land Use Map Amendment CPA12021041 until the meeting on March 22nd.
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

F. Future Land Use Map Amendment CPA12021044: Larry & Barbara Pollack - 3102 LIberty Street, Annexed Property

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Continue Future Land Use Map Amendment CPA12021044 until the meeting on March 22nd.
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 reported that she and city staff had a beneficial trip to Tallahasssee. They were able to meet with a few state legislators to discuss upcoming bills. The recent casino night was a very successful event. There will be a free concert this Friday with food trucks in McElroy Park. She thanked the Vice Mayor for filing in for her during the recent parade and car show. CMBR Bryan provided an update on the smoking bill that he had been watching. He also noted a bill that would require all elected officials and city managers to provide more in depth personal financial information. Vice Mayor Lindauer enjoyed taking part in the parade and car show. He gave praise to the Drive-In Christian Church for the events.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Bernadette Walsh inquired if the council could speak with the state legislators regarding the increase in homeowners insurance. She also inquired if the large dog side of the dog park could have more sod placed. Currently, large dogs are going into the small dog area. She stated there was a rumor going around that the Oceans 25 town homes were being sold to one owner and turned around for rental units. She asked if there were any laws the city had to prevent that. She will follow up with City Planner Stewart Cruz on this issue.

Tony Rembiszewski felt it was an inconvenience that the sidewalk on Oceans West Blvd. near the town homes had been closed due to construction for over two weeks. It is predicted to be closed for another three weeks and he is unhappy with the dangerous conditions.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

The meeting ended at 7:33 pm.

MAYOR
NANCY MILLER

CITY MANAGER
MICHAEL T. BOOKER

ATTEST:

CITY CLERK, CHERI SCHWAB

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending November, 2021

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	$2,217,992	$1,933,669	$284,323	13%
General Obligation Debt Service	$0	$0	$0	
General Obligation Construction	$0	$0	$0	
General Fund Sub-Total	**$2,217,992**	**$1,933,669**	**$284,323**	**13%**
Sewer Fund Operations	$260,892	$311,666	($50,774)	-19%
Sewer Fund Restricted Impact Fee	$124,802	$0	$124,802	100%
Sewer Fund Sub-Total	**$385,693**	**$311,666**	**$74,027**	**19%**
TOTAL ALL FUNDS FISCAL YTD	**$2,603,685**	**$2,245,335**	**$358,351**	**14%**

CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	$16,893,830	$16,247,732	$646,098	4%
Sewer Fund	$9,442,831	$8,997,923	$444,908	5%
Sub-Total Operating Funds	**$26,336,660**	**$25,245,655**	**$1,091,005**	**4%**
Gen. Obligation [GO] Construction & Debt	$0	$705,947	($705,947)	-100%
TOTAL ALL FUNDS	**$26,336,660**	**$25,951,602**	**$385,058**	**1%**

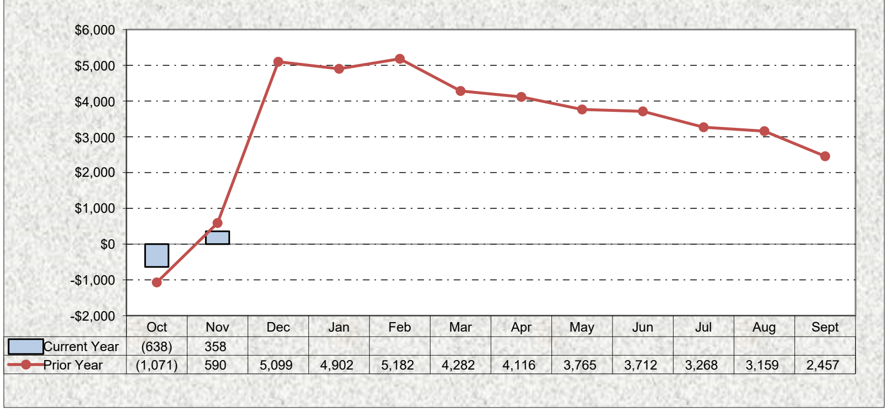
PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	($391,187)	$227,463	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	$877,580	$443,037	
PROJECTED FYE NORMALIZED CASH FLOW	**$486,392**	**$670,500**	**$1,156,892**

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

NON-G.O. FUNDS	November, 2021 Current Budget	Current YTD Actual	VERSUS PRIOR YEAR TO DATE Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	$14,322	$2,218	$324	$1,894	585%
Utility Fund	$3,479	$386	$276	$110	40%
Total Revenues & Appropriations	**$17,801**	**$2,604**	**$600**	**$2,004**	**334%**
Expenses ('000s)					
General Fund Less Capital	$13,576	$1,934	$940	($994)	-106%
General Fund Capital	$746	$0	$570	$570	100%
Utility Fund	$3,479	$312	$160	($151)	-94%
Total Expenses & Appropriations	**$17,801**	**$2,245**	**$1,670**	**($575)**	**-34%**
Revenue Less Expense ('000s)					
General Fund	$0	$284	($1,186)	$1,470	
Utility Fund	$0	$74	$115	($41)	
Revenue Less Expense	**$0**	**$358**	**($1,071)**	**$1,429**	

VOTED GENERAL OBLIGATION	*November, 2021 Current Budget*	*Current YTD Actual*	*VERSUS PRIOR YEAR TO DATE Prior YTD Actual*	*Vs. Prior Yr. Favor / (Unfavor)*	*% vs. Prior Year*
General Obligation Revenue	*$0*	*$0*	*$1*	*($1)*	*-100%*
General Obligation Expense	*$0*	*$0*	*$1,677*	*$1,677*	*100%*
Voted Gen. Oblig. Rev. Less Exp.	***$0***	***$0***	***($1,676)***	***$1,676***	

Revenue Less Expense (in $000's)
{Excludes Voted General Obligation Revenues & Expenses}



Prior Year (No G.O.)	Current Year	Prior Yr
Oct	(638)	(1,071)
Nov	358	590
Dec		5,099
Jan		4,902
Feb		5,182
Mar		4,282
Apr		4,116
May		3,765
Jun		3,712
Jul		3,268
Aug		3,159
Sept		2,457

General Fund Detail Budget Report

	November, 2021		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources					
Ad-ValoremTaxes	8,412,300	1,425,510	0	1,425,510	
Business Taxes	101,900	88,088	84,997	3,091	4%
Utility Taxes	1,014,500	76,400	(18,071)	94,470	523%
Permits & Franchise Fees	893,200	27,469	(9,048)	36,517	404%
Intergovernmental	721,500	17,567	(39,886)	57,452	144%
Donations	0	0	0	0	
Charges for Services	1,631,700	411,264	227,615	183,649	81%
Fines & Forfeitures	94,800	23,327	6,390	16,938	265%
Non-G.O Interest	23,000	2,423	2,584	(161)	-6%
Unrealized Investment G/(L)	0	0	0	0	
Miscellaneous & Fixed Asset Sales	35,500	3,363	2,171	1,192	55%
Internal Services	855,500	142,583	67,083	75,500	113%
Non G.O. Transfer In-Fund Balance	538,200	0	0	0	
Non-G.O. Gen. Fund Revenue	**$14,322,100**	**$2,217,992**	**$323,835**	**$1,894,157**	**585%**
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	212,200	27,957	13,839	(14,117)	-102%
Executive	636,900	104,726	48,613	(56,112)	-115%
Finance	597,200	94,422	47,854	(46,568)	-97%
Legal Counsel	153,400	25,581	0	(25,581)	
Comp. Planning	138,300	18,126	8,194	(9,931)	-121%
Other Gov't Services	245,800	87,079	26,668	(60,411)	-227%
Public Safety Operations	5,982,600	1,007,245	633,265	(373,980)	-59%
Building Dept.	643,800	106,113	46,740	(59,373)	-127%
Phy. Envir. -- Solid Waste/Recycle	1,472,300	113,251	1,350	(111,901)	-8289%
Public Works Operations	1,216,500	197,445	63,947	(133,497)	-209%
Inventory	0	0	0	0	
Benefit Termination Payout	142,000	0	(9,664)	(9,664)	-100%
Parks & Rec	440,200	80,314	36,342	(43,972)	-121%
Community Center	536,000	71,411	22,869	(48,542)	-212%
Senior Center	0	0	0	0	
Contingency/Transfers	1,159,000	0	0	0	
Long-Term Debt	0	0	0	0	100%
Non-G.O. Operations Expense	13,576,200	1,933,669	940,018	($993,651)	-106%
Non-G.O. CAPITAL Expense	745,900	0	569,858	$569,858	
Total Non-G.O. Expense	**14,322,100**	**1,933,669**	**1,509,876**	**($423,793)**	
Non-G.O. Revenue Less Expense	**$0**	**$284,323**	**($1,186,041)**	**$1,470,364**	**124%**

General Obligation (G.O.) Debt Service			
Debt Service Ad-Valorem Revenue	0	0	0
Debt Service Interest Revenue	0	0	608
UG Utils- Debt Service Expense	0	0	1,677,086
G.O. Revenue Less Expense	**$0**	**$0**	**$134,222**

G.O. Construction			
Streetscape Prjct.- Fund Bal Rev. Transfer	0	0	0
Streetscape. - Construction Expense	0	0	0
G.O. Construction Rev. Less Exp.	**$0**	**$0**	**$0**

Utility Fund Detail Budget Report

Fund 401	November, 2021 Current Budget	November, 2021 Current YTD Actual	VERSUS PRIOR YEAR TO DATE Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	$3,447,500	$259,570	$272,174	($12,604)	-5%
Interest	15,000	1,321	1,775	(454)	-26%
Sale of Fixed Assets / Misc.	0	0	0	0	
Total Operating Revenues	**$3,462,500**	**$260,892**	**$273,950**	**($13,058)**	**-5%**
Operations Expenditures					
Sewer Operating Incl. Depreciation	$3,462,500	$311,666	$160,471	($151,195)	-94%
- Less Debt Service Principal [a]		0	0		
- Less Not Offset Capital Expense [b]		0	0		
Total Operating Expense	**$3,462,500**	**$311,666**	**$160,471**	**($151,195)**	**-94%**
Operations Margin	**$0**	**($50,774)**	**$113,479**		
% Gain/(Loss)		**-16%**			

Fund 402	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Impact Fee Revenues					
Sewer Impact Fees	16,000	124,800	$1,825	$122,975	6738%
Impact Fee Interest	100	2	0	1	284%
Total IF Revenue	**$16,100**	**$124,802**	**$1,825**	**$122,976**	**6737%**
Impact Fee Expense					
Sewer Impact Fee Exp	16,100	0	$0	$0	
Total IF Expense	**$16,100**	**$0**	**$0**	**$0**	
Impact Fee Margin	**$0**	**$124,802**	**$1,825**	**122,976**	**6737%**
% Gain/(Loss)		**100%**			

TOTAL FUND PERFORMANCE

	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
TOTAL FUND Revenue	$3,478,600	$385,693	$275,775	$109,918	
TOTAL FUND Expense	$3,478,600	$311,666	$160,471	($151,195)	
FUND Revenue Less Expense	**$0**	**$74,027**	**$115,304**	**($41,277)**	

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

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

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT
November, 2021

Department	Description	Budgeted*	Paid
51/10-20 Executive/Legislative		0	0
5130 Finance		0	0
5210 Pub. Safety Admin		0	0
5211 Patrol/Fire/Rescue	Vehicles	287,700	-
5240 Building & Codes			
5410 Pub. Works Admin			
5412 Pub. Works Blg. Maint		0	0
5413 Pub. Works Streets	Vehicles	190,000	0
	Road Improvements Misc.	35,300	0
	Gas Tax Financed		
	Appropriated Road Improvements		0
	Crosswalks	172,900	0
5720 Parks		50,000	0
5751 Community Center		10,000	0
5752 Senior Center		0	0
	GENERAL FUND TOTAL	**745,900**	**0**
401-5350 Sewer Operating	IMPROVEMENTS		
	Sewer Engineering and Project Cost	2,575,000	10,889
	EQUIPMENT		
		462,000	19,980
		0	0
		0	0
		0	0
		0	0
	Capital Offset to Depreciation Exp	(3,037,000)	(30,869)
401-5351 Sewer Impact Fee			
	UTILITY FUND TOTAL	**0**	**0**
Contraband (non-budgeted)			
	TOTAL FROM CONTRABAND	**0**	**0**
	GRAND TOTAL	**745,900**	**0**

INVESTMENT REPORT
November, 2021

H:\Monthly Budget Rpts\[MBR 21-22 Pd2 Agenda.xlsx]Invests 2/18/2022

Policy Restrictions

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

Performance @Period Ending: **November, 2021**

Institution	Account	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031	Investment	SBA	General Fund	$539	0.09%	0%
SBA: Prime	131032	Investment	SBA	Sewer Fund Operating	$539	0.09%	0%
TOTAL SBA					**$1,078**		**0.0%**
Bank of America	004537065882	Cash	CASH	Working Cash	$7,565,102	0.01%	29%
Bank of America	898013183744	Cash	CASH	UG Util Building	$0	0.00%	0%
Bank of America	005562564319	Cash	CASH	Sewer Operating	$4,017,259	0.01%	15%
Bank of America	005562564351	Cash	CASH	Sewer Impact Fee	$207,979	0.01%	1%
Seacoast Bank	4810004966	Cash	CASH	Sewer Operating	$5,217,054	0.20%	20%
Seacoast Bank	4810000706	Cash	CASH	Working Cash	$9,328,188	0.20%	35%
Seacoast Bank	4810003566	Cash	CASH	Loan Reserve	$0	0.20%	0%
TOTAL BANKS					**$26,335,582**		**100.0%**

TOTAL CURRENT VALUE @ PERIOD END	**$26,336,660**
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	**0.00%**

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Yr. End
G.O. Construction & Debt Service Funds	$0	$0	($705,947)	$0
General Fund (excl. G.O. Funds)	$16,893,830	$844,497	$646,098	$271,159
Sewer Fund	$9,442,831	$85,297	$444,908	$227,463
TOTAL	**$26,336,660**	**$929,794**	**$385,058**	**$498,622**
Percent Change for Current	N/A	**3.7%**	**1.5%**	**1.9%**

Portfolio Report
November, 2021

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	$539	0.09%	*$539*	$0	$0
BoA	Cash-Pool Cash Account (5882)	$8,784,076	0.01%	*$8,784,075.85*	$0	$878
	Contraband Pool Cash in 5882	$56,317		*$56,316.99*	$0	$0
	Pool Cash Due to Sewer Fund			*(2,430,759.67)*		$0
	Economic Development			*646,905.25*		$0
	ARPA			*1,155,469.00*		$0
BoA	Cash- UG Utility [Bldg] (3744)	$0	0.00%	*$0*	$0	$0
Seacoast	Cash-Pool Cash Account (0706)	$9,328,188	0.20%	*$9,328,188*	$0	$18,656
Seacoast	Cash-Loan Reserve (3566)	$0	0.20%	*$0*	$0	$0
Chase	Cash-Pool Cash (2110	$44,208	0.00%	*$44,208*	$0	$0
Chase	CD (5936)	$100,092	0.10%	*$100,092*	$0	$100
ALL GENERAL FUND			**0.11%**	**$17,685,035**	**$0**	**$19,535**
			PRIOR MONTH	**$16,841,599**		

SEWER OPERATING						
SBA	Investment (032)	$539	*0.09%*	*$539*	$0	$0
BoA	Cash (4319)	$1,586,499	0.01%	*$1,586,499*	$0	$159
Seacoast	Cash (4966)	$5,217,054	0.20%	*$5,217,054*	$0	$10,434
	Cash-Pool Cash Due From Gen. Fund			*$2,430,760*		$0
ALL SEWER OPERATING FUND			**0.11%**	**$9,234,852**	**$0**	**$10,593**
			PRIOR MONTH	$9,149,556		

SEWER IMPACT FEES (Restricted)						
BoA	Cash (4351)	$207,979	0.01%	*$207,979*	$0	$21
	Cash-Pool Cash Due From Gen. Fund			*$0*		$0
ALL SEWER IMPACT			**0.01%**	**$207,979**	**$0**	**$21**
			PRIOR MONTH	$207,978		

ALL FUNDS	**0.11%**	**$27,127,866**	**$0**	**$30,149.31**
	PRIOR MONTH	$26,199,133		
	MONTHLY CHANGE	$928,733		
	MONTHLY CHANGE %	3.5%		

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending December, 2021

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	$7,092,486	$2,900,601	$4,191,885	59%
General Obligation Debt Service	$0	$0	$0	
General Obligation Construction	$0	$0	$0	
General Fund Sub-Total	**$7,092,486**	**$2,900,601**	**$4,191,885**	**59%**
Sewer Fund Operations	$490,318	$626,936	($136,618)	-28%
Sewer Fund Restricted Impact Fee	$50,873	$0	$50,873	100%
Sewer Fund Sub-Total	**$541,191**	**$626,936**	**($85,746)**	**-16%**
TOTAL ALL FUNDS FISCAL YTD	**$7,633,677**	**$3,527,538**	**$4,106,139**	**54%**

CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	$20,985,694	$22,516,810	($1,531,116)	-7%
Sewer Fund	$9,421,587	$8,999,476	$422,111	5%
Sub-Total Operating Funds	**$30,407,281**	**$31,516,286**	**($1,109,005)**	**-4%**
Gen. Obligation [GO] Construction & Debt	$0	$705,928	($705,928)	-100%
TOTAL ALL FUNDS	**$30,407,281**	**$32,222,214**	**($1,814,933)**	**-6%**

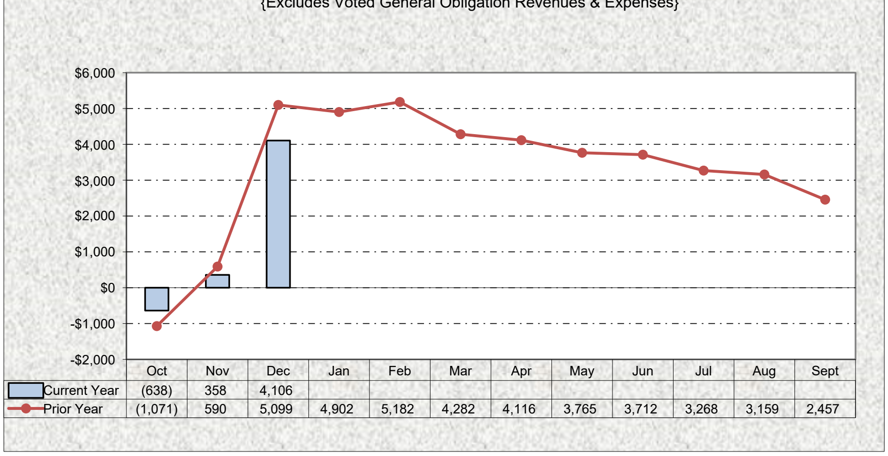
PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	$3,700,678	$206,219	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	($4,406,128)	$516,857	
PROJECTED FYE NORMALIZED CASH FLOW	**($705,450)**	**$723,075**	**$17,625**

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

NON-G.O. FUNDS	December, 2021		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	$14,322	$7,092	$8,701	($1,608)	-18%
Utility Fund	$3,479	$541	$761	($220)	-29%
Total Revenues & Appropriations	**$17,801**	**$7,634**	**$9,462**	**($1,829)**	**-19%**
Expenses ('000s)					
General Fund Less Capital	$13,576	$2,901	$3,166	$265	8%
General Fund Capital	$746	$0	$599	$599	100%
Utility Fund	$3,479	$627	$598	($28)	-5%
Total Expenses & Appropriations	**$17,801**	**$3,528**	**$4,364**	**$836**	**19%**
Revenue Less Expense ('000s)					
General Fund	$0	$4,192	$4,936	($744)	
Utility Fund	$0	($86)	$163	($249)	
Revenue Less Expense	**$0**	**$4,106**	**$5,099**	**($992)**	

VOTED GENERAL OBLIGATION	*December, 2021*		*VERSUS PRIOR YEAR TO DATE*		
	Current Budget	*Current YTD Actual*	*Prior YTD Actual*	*Vs. Prior Yr. Favor / (Unfavor)*	*% vs. Prior Year*
General Obligation Revenue	*$0*	*$0*	*$2,276*	*($2,276)*	*-100%*
General Obligation Expense	*$0*	*$0*	*$1,677*	*$1,677*	*100%*
Voted Gen. Oblig. Rev. Less Exp.	***$0***	***$0***	***$598***	***($598)***	

Revenue Less Expense (in $000's)
{Excludes Voted General Obligation Revenues & Expenses}



Prior Year (No G.O.)	Current Year	**Prior Yr**
Oct	(638)	(1,071)
Nov	358	590
Dec	4,106	5,099
Jan		4,902
Feb		5,182
Mar		4,282
Apr		4,116
May		3,765
Jun		3,712
Jul		3,268
Aug		3,159
Sept		2,457

General Fund Detail Budget Report

	December, 2021		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources					
Ad-ValoremTaxes	8,412,300	5,837,543	6,615,058	(777,515)	-12%
Business Taxes	101,900	91,137	93,851	(2,714)	-3%
Utility Taxes	1,014,500	164,770	170,984	(6,214)	-4%
Permits & Franchise Fees	893,200	105,440	186,998	(81,557)	-44%
Intergovernmental	721,500	73,801	80,387	(6,586)	-8%
Donations	0	0	0	0	
Charges for Services	1,631,700	555,637	494,480	61,158	12%
Fines & Forfeitures	94,800	30,621	35,135	(4,514)	-13%
Non-G.O Interest	23,000	3,669	7,441	(3,772)	-51%
Unrealized Investment G/(L)	0	0	0	0	
Miscellaneous & Fixed Asset Sales	35,500	15,993	815,323	(799,330)	-98%
Internal Services	855,500	213,875	201,250	12,625	6%
Non G.O. Transfer In-Fund Balance	538,200	0	0	0	
Non-G.O. Gen. Fund Revenue	**$14,322,100**	**$7,092,486**	**$8,700,906**	**($1,608,419)**	**-18%**
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	212,200	65,117	34,289	(30,827)	-90%
Executive	636,900	149,683	134,478	(15,205)	-11%
Finance	597,200	153,108	142,518	(10,590)	-7%
Legal Counsel	153,400	25,793	29,239	3,446	12%
Comp. Planning	138,300	29,332	26,173	(3,158)	-12%
Other Gov't Services	245,800	111,301	106,040	(5,261)	-5%
Public Safety Operations	5,982,600	1,465,280	1,377,849	(87,431)	-6%
Building Dept.	643,800	156,398	135,118	(21,280)	-16%
Phy. Envir. -- Solid Waste/Recycle	1,472,300	224,028	198,171	(25,857)	-13%
Public Works Operations	1,216,500	298,436	222,702	(75,733)	-34%
Inventory	0	0	0	0	
Benefit Termination Payout	142,000	0	(6,122)	(6,122)	-100%
Parks & Rec	440,200	107,668	89,055	(18,613)	-21%
Community Center	536,000	114,459	76,508	(37,951)	-50%
Senior Center	0	0	0	0	
Contingency/Transfers	1,159,000	0	599,927	599,927	100%
Long-Term Debt	0	0	0	0	100%
Non-G.O. Operations Expense	13,576,200	2,900,601	3,165,946	$265,345	8%
Non-G.O. CAPITAL Expense	745,900	0	599,239	$599,239	
Total Non-G.O. Expense	**14,322,100**	**2,900,601**	**3,765,185**	**$864,583**	
Non-G.O. Revenue Less Expense	**$0**	**$4,191,885**	**$4,935,721**	**($743,836)**	**-15%**

General Obligation (G.O.) Debt Service					
Debt Service Ad-Valorem Revenue	0	0	2,273,779		
Debt Service Interest Revenue	0	0	1,745		
UG Utils- Debt Service Expense	0	0	1,677,086		
G.O. Revenue Less Expense	**$0**	**$0**	**$598,438**		

G.O. Construction					
Streetscape Prjct.- Fund Bal Rev. Transfer	0	0	0		
Streetscape. - Construction Expense	0	0	0		
G.O. Construction Rev. Less Exp.	**$0**	**$0**	**$0**		

Utility Fund Detail Budget Report

Fund 401	December, 2021 Current Budget	Current YTD Actual	VERSUS PRIOR YEAR TO DATE Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	$3,447,500	$488,325	$755,197	($266,871)	-35%
Interest	15,000	1,993	5,091	(3,099)	-61%
Sale of Fixed Assets / Misc.	0	0	0	0	
Total Operating Revenues	**$3,462,500**	**$490,318**	**$760,288**	**($269,970)**	**-36%**
Operations Expenditures					
Sewer Operating Incl. Depreciation	$3,462,500	$626,936	$598,470	($28,467)	-5%
- Less Debt Service Principal [a]		0	0		
- Less Not Offset Capital Expense [b]		0	0		
Total Operating Expense	**$3,462,500**	**$626,936**	**$598,470**	**($28,467)**	**-5%**
Operations Margin	**$0**	**($136,618)**	**$161,818**		
% Gain/(Loss)		**-22%**			

Fund 402	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Impact Fee Revenues					
Sewer Impact Fees	16,000	50,870	$1,032	$49,838	4829%
Impact Fee Interest	100	3	1	1	96%
Total IF Revenue	**$16,100**	**$50,873**	**$1,033**	**$49,839**	**4823%**
Impact Fee Expense					
Sewer Impact Fee Exp	16,100	0	$0	$0	
Total IF Expense	**$16,100**	**$0**	**$0**	**$0**	
Impact Fee Margin	**$0**	**$50,873**	**$1,033**	**49,839**	**4823%**
% Gain/(Loss)		**100%**			

TOTAL FUND PERFORMANCE

	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
TOTAL FUND Revenue	$3,478,600	$541,191	$761,321	($220,131)	
TOTAL FUND Expense	$3,478,600	$626,936	$598,470	($28,467)	
FUND Revenue Less Expense	**$0**	**($85,746)**	**$162,852**	**($248,598)**	

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

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

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT
December, 2021

Department	Description	Budgeted*	Paid
51/10-20 Executive/Legislative		0	0
5130 Finance		0	0
5210 Pub. Safety Admin		0	0
5211 Patrol/Fire/Rescue	Vehicles	287,700	-
5240 Building & Codes			
5410 Pub. Works Admin			
5412 Pub. Works Blg. Maint		0	0
5413 Pub. Works Streets	Vehicles	190,000	0
	Road Improvements Misc.	35,300	0
	Gas Tax Financed		
	Appropriated Road Improvements		0
	Crosswalks	172,900	0
5720 Parks		50,000	0
5751 Community Center		10,000	0
5752 Senior Center		0	0
	GENERAL FUND TOTAL	**745,900**	**0**
401-5350 Sewer Operating	IMPROVEMENTS		
	Sewer Engineering and Project Cost	2,575,000	10,889
	EQUIPMENT		
		462,000	20,334
		0	0
		0	0
		0	0
		0	0
	Capital Offset to Depreciation Exp	(3,037,000)	(31,222)
401-5351 Sewer Impact Fee			
	UTILITY FUND TOTAL	**0**	**0**
Contraband (non-budgeted)			
	TOTAL FROM CONTRABAND	**0**	**0**
	GRAND TOTAL	**745,900**	**0**

INVESTMENT REPORT
December, 2021

H:\Monthly Budget Rpts\[MBR 21-22 Pd3 Agenda.xlsx]Invests 2/18/2022

Policy Restrictions

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

Performance @Period Ending: December, 2021

Institution	Account	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031	Investment	SBA	General Fund	$539	0.09%	0%
SBA: Prime	131032	Investment	SBA	Sewer Fund Operating	$539	0.09%	0%
TOTAL SBA					**$1,078**		**0.0%**
Bank of America	004537065882	Cash	CASH	Working Cash	$11,654,628	0.01%	38%
Bank of America	898013183744	Cash	CASH	UG Util Building	$0	0.00%	0%
Bank of America	005562564319	Cash	CASH	Sewer Operating	$3,994,706	0.01%	13%
Bank of America	005562564351	Cash	CASH	Sewer Impact Fee	$207,980	0.01%	1%
Seacoast Bank	4810004966	Cash	CASH	Sewer Operating	$5,218,362	0.20%	17%
Seacoast Bank	4810000706	Cash	CASH	Working Cash	$9,330,527	0.20%	31%
Seacoast Bank	4810003566	Cash	CASH	Loan Reserve	$0	0.20%	0%
TOTAL BANKS					**$30,406,203**		**100.0%**

TOTAL CURRENT VALUE @ PERIOD END	**$30,407,281**
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	**0.00%**

CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Yr. End
G.O. Construction & Debt Service Funds	$0	$0	($705,928)	$0
General Fund (excl. G.O. Funds)	$20,985,694	$4,091,865	($1,531,116)	$4,363,024
Sewer Fund	$9,421,587	($21,244)	$422,111	$206,219
TOTAL	**$30,407,281**	**$4,070,621**	**($1,814,933)**	**$4,569,242**
Percent Change for Current	N/A	**15.5%**	**-5.6%**	**17.7%**

Portfolio Report
December, 2021

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	$539	0.09%	*$539*	$0	$0
BoA	Cash-Pool Cash Account (5882)	$12,851,042	0.01%	*$12,851,042.12*	$0	$1,285
	Contraband Pool Cash in 5882	$56,317		*$56,316.99*	$0	$0
	Pool Cash Due to Sewer Fund			*(2,408,199.69)*		$0
	Economic Development			*645,905.87*		$0
	ARPA			*1,155,469.00*		$0
BoA	Cash- UG Utility [Bldg] (3744)	$0	0.00%	*$0*	$0	$0
Seacoast	Cash-Pool Cash Account (0706)	$9,330,527	0.20%	*$9,330,527*	$0	$18,661
Seacoast	Cash-Loan Reserve (3566)	$0	0.20%	*$0*	$0	$0
Chase	Cash-Pool Cash (2110	$46,323	0.00%	*$46,323*	$0	$0
Chase	CD (5936)	$100,131	0.10%	*$100,131*	$0	$100
ALL GENERAL FUND			**0.09%**	**$21,778,055**	**$0**	**$19,947**
			PRIOR MONTH	**$17,685,035**		

SEWER OPERATING						
SBA	Investment (032)	$539	*0.09%*	*$539*	$0	$0
BoA	Cash (4319)	$1,586,506	0.01%	*$1,586,506*	$0	$159
Seacoast	Cash (4966)	$5,218,362	0.20%	*$5,218,362*	$0	$10,437
	Cash-Pool Cash Due From Gen. Fund			*$2,408,200*		$0
ALL SEWER OPERATING FUND			**0.12%**	**$9,213,607**	**$0**	**$10,596**
			PRIOR MONTH	$9,234,852		

SEWER IMPACT FEES (Restricted)						
BoA	Cash (4351)	$207,980	0.01%	*$207,980*	$0	$21
	Cash-Pool Cash Due From Gen. Fund			*$0*		$0
ALL SEWER IMPACT			**0.01%**	**$207,980**	**$0**	**$21**
			PRIOR MONTH	$207,979		

ALL FUNDS	**0.10%**	**$31,199,641**	**$0**	**$30,563.30**
	PRIOR MONTH	$27,127,866		
	MONTHLY CHANGE	$4,071,775		
	MONTHLY CHANGE %	15.0%		

EXECUTIVE SUMMARY

Fiscal Year-To-Date Financial Report

Month Ending January, 2022

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	$8,961,522	$3,967,609	$4,993,913	56%
General Obligation Debt Service	$0	$0	$0	
General Obligation Construction	$0	$0	$0	
General Fund Sub-Total	**$8,961,522**	**$3,967,609**	**$4,993,913**	**56%**
Sewer Fund Operations	$755,348	$851,925	($96,577)	-13%
Sewer Fund Restricted Impact Fee	$53,123	$0	$53,123	100%
Sewer Fund Sub-Total	**$808,471**	**$851,925**	**($43,454)**	**-5%**
TOTAL ALL FUNDS FISCAL YTD	**$9,769,993**	**$4,819,534**	**$4,950,459**	**51%**

CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	$21,812,195	$22,851,078	($1,038,882)	-5%
Sewer Fund	$9,529,864	$8,874,689	$655,175	7%
Sub-Total Operating Funds	**$31,342,059**	**$31,725,766**	**($383,708)**	**-1%**
Gen. Obligation [GO] Construction & Debt	$0	$653,213	($653,213)	-100%
TOTAL ALL FUNDS	**$31,342,059**	**$32,378,979**	**($1,036,920)**	**-3%**

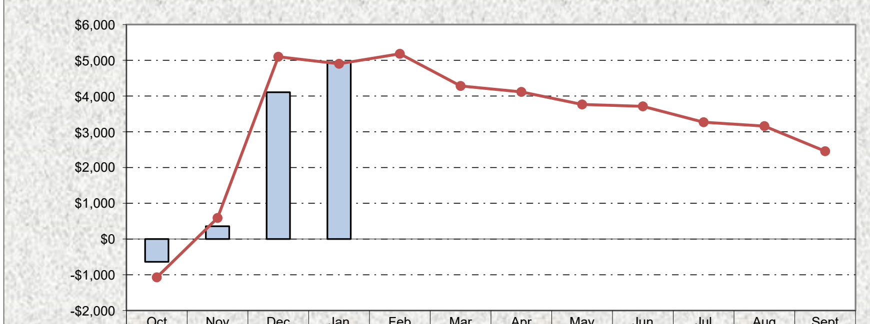
PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	$4,527,178	$314,496	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	($4,289,589)	$494,855	
PROJECTED FYE NORMALIZED CASH FLOW	**$237,589**	**$809,351**	**$1,046,940**

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

NON-G.O. FUNDS	January, 2022		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	$14,322	$8,962	$9,703	($742)	-8%
Utility Fund	$3,479	$808	$1,009	($201)	-20%
Total Revenues & Appropriations	**$17,801**	**$9,770**	**$10,712**	**($942)**	**-9%**
Expenses ('000s)					
General Fund Less Capital	$13,576	$3,778	$4,273	$495	12%
General Fund Capital	$746	$190	$652	$463	71%
Utility Fund	$3,479	$852	$1,020	$168	17%
Total Expenses & Appropriations	**$17,801**	**$4,820**	**$5,946**	**$1,126**	**19%**
Revenue Less Expense ('000s)					
General Fund	$0	$4,994	$4,778	$216	
Utility Fund	$0	($43)	($11)	($32)	
Revenue Less Expense	**$0**	**$4,950**	**$4,767**	**$184**	

VOTED GENERAL OBLIGATION	*January, 2022*		*VERSUS PRIOR YEAR TO DATE*		
	Current Budget	*Current YTD Actual*	*Prior YTD Actual*	*Vs. Prior Yr. Favor / (Unfavor)*	*% vs. Prior Year*
General Obligation Revenue	*$0*	*$0*	*$2,491*	*($2,491)*	*-100%*
General Obligation Expense	*$0*	*$0*	*$1,730*	*$1,730*	*100%*
Voted Gen. Oblig. Rev. Less Exp.	***$0***	***$0***	***$761***	***($761)***	

Revenue Less Expense (in $000's)
{Excludes Voted General Obligation Revenues & Expenses}



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Current Year	(638)	358	4,106	4,950								
Prior Year	(1,071)	590	5,099	4,902	5,182	4,282	4,116	3,765	3,712	3,268	3,159	2,457

Prior Year (No G.O.)	Current Year	**Prior Yr**
Oct	(638)	(1,071)
Nov	358	590
Dec	4,106	5,099
Jan	4,950	4,902
Feb		5,182
Mar		4,282
Apr		4,116
May		3,765
Jun		3,712
Jul		3,268
Aug		3,159
Sept		2,457

General Fund Detail Budget Report

	January, 2022		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues/Sources					
Ad-ValoremTaxes	8,412,300	7,162,622	7,239,134	(76,512)	-1%
Business Taxes	101,900	96,313	101,871	(5,559)	-5%
Utility Taxes	1,014,500	245,907	256,519	(10,612)	-4%
Permits & Franchise Fees	893,200	187,744	219,708	(31,963)	-15%
Intergovernmental	721,500	128,294	134,334	(6,040)	-4%
Donations	0	0	0	0	
Charges for Services	1,631,700	693,286	615,743	77,544	13%
Fines & Forfeitures	94,800	39,799	40,309	(511)	-1%
Non-G.O Interest	23,000	4,923	9,610	(4,687)	-49%
Unrealized Investment G/(L)	0	0	0	0	
Miscellaneous & Fixed Asset Sales	35,500	117,467	817,796	(700,328)	-86%
Internal Services	855,500	285,167	268,333	16,833	6%
Non G.O. Transfer In-Fund Balance	538,200	0	0	0	
Non-G.O. Gen. Fund Revenue	**$14,322,100**	**$8,961,522**	**$9,703,357**	**($741,835)**	**-8%**
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	212,200	71,736	68,711	(3,025)	-4%
Executive	636,900	194,139	181,143	(12,996)	-7%
Finance	597,200	196,144	192,203	(3,941)	-2%
Legal Counsel	153,400	44,627	37,989	(6,638)	-17%
Comp. Planning	138,300	40,270	36,285	(3,985)	-11%
Other Gov't Services	245,800	118,797	108,965	(9,832)	-9%
Public Safety Operations	5,982,600	1,898,025	1,845,105	(52,921)	-3%
Building Dept.	643,800	205,263	177,436	(27,827)	-16%
Phy. Envir. -- Solid Waste/Recycle	1,472,300	334,315	301,637	(32,678)	-11%
Public Works Operations	1,216,500	383,761	319,604	(64,157)	-20%
Inventory	0	0	0	0	
Benefit Termination Payout	142,000	2,750	(6,122)	(8,872)	-145%
Parks & Rec	440,200	132,442	117,074	(15,367)	-13%
Community Center	536,000	155,745	104,298	(51,448)	-49%
Senior Center	0	0	1	1	100%
Contingency/Transfers	1,159,000	0	788,799	788,799	100%
Long-Term Debt	0	0	0	0	100%
Non-G.O. Operations Expense	13,576,200	3,778,013	4,273,127	$495,114	12%
Non-G.O. CAPITAL Expense	745,900	189,596	652,259	$462,663	
Total Non-G.O. Expense	**14,322,100**	**3,967,609**	**4,925,386**	**$957,777**	
Non-G.O. Revenue Less Expense	**$0**	**$4,993,913**	**$4,777,971**	**$215,941**	**5%**

	Current Budget	Current YTD Actual	Prior YTD Actual
General Obligation (G.O.) Debt Service			
Debt Service Ad-Valorem Revenue	0	0	2,488,573
Debt Service Interest Revenue	0	0	2,246
UG Utils- Debt Service Expense	0	0	1,729,782
G.O. Revenue Less Expense	**$0**	**$0**	**$761,037**

	Current Budget	Current YTD Actual	Prior YTD Actual
G.O. Construction			
Streetscape Prjct.- Fund Bal Rev. Transfer	0	0	0
Streetscape. - Construction Expense	0	0	0
G.O. Construction Rev. Less Exp.	**$0**	**$0**	**$0**

Utility Fund Detail Budget Report

	January, 2022		VERSUS PRIOR YEAR TO DATE		
Fund 401	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	$3,447,500	$752,684	$1,001,363	($248,679)	-25%
Interest	15,000	2,664	6,554	(3,890)	-59%
Sale of Fixed Assets / Misc.	0	0	0	0	
Total Operating Revenues	**$3,462,500**	**$755,348**	**$1,007,916**	**($252,569)**	**-25%**
Operations Expenditures					
Sewer Operating Incl. Depreciation	$3,462,500	$851,925	$1,020,365	$168,440	17%
- Less Debt Service Principal [a]		0	0		
- Less Not Offset Capital Expense [b]		0	0		
Total Operating Expense	**$3,462,500**	**$851,925**	**$1,020,365**	**$168,440**	**17%**
Operations Margin	**$0**	**($96,577)**	**($12,448)**		
% Gain/(Loss)		**-11%**			

Fund 402					
Impact Fee Revenues					
Sewer Impact Fees	16,000	53,120	$1,107	$52,013	4699%
Impact Fee Interest	100	3	2	2	96%
Total IF Revenue	**$16,100**	**$53,123**	**$1,109**	**$52,015**	**4691%**
Impact Fee Expense					
Sewer Impact Fee Exp	16,100	0	$0	$0	
Total IF Expense	**$16,100**	**$0**	**$0**	**$0**	
Impact Fee Margin	**$0**	**$53,123**	**$1,109**	**52,015**	**4691%**
% Gain/(Loss)		**100%**			

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	$3,478,600	$808,471	$1,009,025	($200,554)	
TOTAL FUND Expense	$3,478,600	$851,925	$1,020,365	$168,440	
FUND Revenue Less Expense	**$0**	**($43,454)**	**($11,340)**	**($32,114)**	

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

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

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT
January, 2022

Department	Description	Budgeted*	Paid
51/10-20 Executive/Legislative		0	0
5130 Finance		0	0
5210 Pub. Safety Admin		0	0
5211 Patrol/Fire/Rescue	Vehicles	287,700	180,752
5240 Building & Codes			
5410 Pub. Works Admin			
5412 Pub. Works Blg. Maint		0	0
5413 Pub. Works Streets	Vehicles	190,000	0
	Road Improvements Misc.	35,300	0
	Gas Tax Financed		
	Appropriated Road Improvements		0
	Crosswalks	172,900	0
5720 Parks		50,000	0
5751 Community Center		10,000	8,844
5752 Senior Center		0	0
	GENERAL FUND TOTAL	**745,900**	**189,596**
401-5350 Sewer Operating	IMPROVEMENTS		
	Sewer Engineering and Project Cost	2,575,000	10,889
	EQUIPMENT		
		462,000	20,376
		0	0
		0	0
		0	0
		0	0
	Capital Offset to Depreciation Exp	(3,037,000)	(31,265)
401-5351 Sewer Impact Fee			
	UTILITY FUND TOTAL	**0**	**0**
Contraband (non-budgeted)			
	TOTAL FROM CONTRABAND	**0**	**0**
	GRAND TOTAL	**745,900**	**189,596**

INVESTMENT REPORT
January, 2022

H:\Monthly Budget Rpts\[MBR 21-22 Pd4 Agenda.xlsx]Invests 2/18/2022

Policy Restrictions

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

Performance @Period Ending: **January, 2022**

Institution	Account	Asset	Invest Class	Restriction	Account Value	Period Int. Rate	% of Portfolio
SBA: Prime	131031	Investment	SBA	General Fund	$539	0.09%	0%
SBA: Prime	131032	Investment	SBA	Sewer Fund Operating	$539	0.09%	0%
TOTAL SBA					**$1,079**		**0.0%**
Bank of America	004537065882	Cash	CASH	Working Cash	$12,479,940	0.01%	40%
Bank of America	898013183744	Cash	CASH	UG Util Building	$0	0.00%	0%
Bank of America	005562564319	Cash	CASH	Sewer Operating	$4,102,317	0.01%	13%
Bank of America	005562564351	Cash	CASH	Sewer Impact Fee	$207,980	0.01%	1%
Seacoast Bank	4810004966	Cash	CASH	Sewer Operating	$5,219,027	0.20%	17%
Seacoast Bank	4810000706	Cash	CASH	Working Cash	$9,331,715	0.20%	30%
Seacoast Bank	4810003566	Cash	CASH	Loan Reserve	$0	0.20%	0%
TOTAL BANKS					**$31,340,980**		**100.0%**

TOTAL CURRENT VALUE @ PERIOD END	**$31,342,059**
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	**0.00%**

CHANGE IN CASH & INVESTMENTS **(Incl. interfund transfers)**	Current Value	Vs. Last Month	Vs. Prior Year To Date	Vs. Prior Fiscal Yr. End
G.O. Construction & Debt Service Funds	$0	$0	($653,213)	$0
General Fund (excl. G.O. Funds)	$21,812,195	$826,501	($1,038,882)	$5,189,524
Sewer Fund	$9,529,864	$108,277	$655,175	$314,496
TOTAL	**$31,342,059**	**$934,778**	**($1,036,920)**	**$5,504,020**
Percent Change for Current	N/A	**3.1%**	**-3.2%**	**21.3%**

Portfolio Report
January, 2022

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	$539	0.09%	*$539*	$0	$0
BoA	Cash-Pool Cash Account (5882)	$13,782,356	0.01%	*$13,782,355.59*	$0	$1,378
	Contraband Pool Cash in 5882	$57,920		*$57,920.09*	$0	$0
	Pool Cash Due to Sewer Fund			*(2,515,804.38)*		$0
	Economic Development			*644,363.91*		$0
	ARPA			*1,155,469.00*		$0
BoA	Cash- UG Utility [Bldg] (3744)	$0	0.00%	*$0*	$0	$0
Seacoast	Cash-Pool Cash Account (0706)	$9,331,715	0.20%	*$9,331,715*	$0	$18,663
Seacoast	Cash-Loan Reserve (3566)	$0	0.20%	*$0*	$0	$0
Chase	Cash-Pool Cash (2110	$49,736	0.00%	*$49,736*	$0	$0
Chase	CD (5936)	$100,131	0.10%	*$100,131*	$0	$100
ALL GENERAL FUND			**0.09%**	**$22,606,426**	**$0**	**$20,042**
			PRIOR MONTH	**$21,778,055**		

SEWER OPERATING						
SBA	Investment (032)	$539	*0.09%*	*$539*	$0	$0
BoA	Cash (4319)	$1,586,513	0.01%	*$1,586,513*	$0	$159
Seacoast	Cash (4966)	$5,219,027	0.20%	*$5,219,027*	$0	$10,438
	Cash-Pool Cash Due From Gen. Fund			*$2,515,804*		$0
ALL SEWER OPERATING FUND			**0.11%**	**$9,321,883**	**$0**	**$10,597**
			PRIOR MONTH	$9,213,607		

SEWER IMPACT FEES (Restricted)						
BoA	Cash (4351)	$207,980	0.01%	*$207,980*	$0	$21
	Cash-Pool Cash Due From Gen. Fund			*$0*		$0
ALL SEWER IMPACT			**0.01%**	**$207,980**	**$0**	**$21**
			PRIOR MONTH	$207,980		

ALL FUNDS	**0.10%**	**$32,136,290**	**$0**	**$30,660.14**
	PRIOR MONTH	$31,199,642		
	MONTHLY CHANGE	$936,648		
	MONTHLY CHANGE %	3.0%		

CITY COUNCIL AGENDA MEMORANDUM
FEBRUARY 22, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Stephan Dembinsky, Director of Public Safety
PREPARED BY: Kurt Swartzlander, Finance Director & Captain Fowler DBSPS
SUBJECT: Purchase of new SCBA for the Public Safety Department (Sole Source Purchase)

SYNOPSIS:
The City of Daytona Beach Shores Department of Public Safety is in need of purchasing new Self Contained Breathing Apparatus (SCBA). This is a request to waive the bidding requirements and to allow staff to purchase MSA SCBA as a sole source provider to allow compatibility with surrounding agencies. The total cost to buy 6 units and accessory equipment needed to implement is $59,724.91. Additional units will be budgeted in the upcoming budget year.

NOTE:
Primary responders to the city of Daytona Beach Shores include the Cities of Daytona Beach, Port Orange, and South Daytona and all currently utilize the MSA brand of SCBA.

FISCAL IMPACT STATEMENT:
This is not a budgeted item as proposed in the original budget. The City Manager under his authority will reallocate budgeted funds to the Public Safety budget for this purpose upon approval.

BACKGROUND:
SCBA's are regulated by NFPA standards. The standard with which our current SCBA's conform is set to expire this year. Additionally, time of delivery is expected to be a minimum of four months from order date. During a firefighter rescue, the implementation of the new SCBA would allow for an outside agency to share air with one of our downed firefighters, and vice versa.

RECOMMENDATION:
Staff recommends approval

SUGGESTED MOTION:
Motion to waive the formal RFP process and allow the sole sourcing and purchase of the SCBA as part of consent agenda approval process.

ATTACHMENT: Quotation and Sole Source Documentation

Sales Quote

Page: 1

Sales Quote Number:	Q230117
Sales Quote Date:	2/2/2022
Customer ID	DAY BS
SalesPerson	Mitchell Wilkerson
Email :	mwilkerson@ten8fire.com
Ten-8 Contact	Mitchel Wilkerson
Email :	mwilkerson@Ten8fire.com

TEN-8

IN SERVICE TO SERVE YOU

TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

Sell To :
DAYTONA BEACH SHORES F.D.
3050 S. ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118-6159

Ship To :
DAYTONA BEACH SHORES F.D.
3050 S. ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118-

Payment Terms : Due Upon Receipt of Product Or Service

Ship Via :

Item No.	Description	Unit	Quantity	Selling Pric	Total Price
	G1 SCBA CONFIDURED: 442MA2C4LAR 4500 PSI CGA QUICK CONNECT, STANDARD CHEST STRAP , ADJUSTABLE SWIVELING LUMBER PAD, CONTINOUS REG, TRANNSFILL HOSE AND POUCH, PASS RIGHT SHOULDER ***	EACH	6	6,916.80	41,500.80
MSA-10161810	Fcpc, G1, FS, MD, MD NC, 4PT C-HARN,C-NS	EACH	7	379.00	2,653.00
MSA-10161809	Fcpc, G1, FS, SM, SM NC, 4PT C-HARN,C-NS	EACH	2	379.00	758.00
MSA-10161811	Fcpc, G1, FS, LG, LG NC, 4PT C-HARN,C-NS	EACH	2	379.00	758.00
MSA-10148741-SP	Battery Pack, G1, Rechargeable	EACH	2	414.47	828.94
MSA-10158385	G1 Lithium Ion Battery charger station DESKTOP 115V	EACH	1	802.77	802.77
MSA-10162403	Adapter Assy, QC to 1/4 NPT F, 5000 psig	EACH	2	517.00	1,034.00
MSA-10214747-SPLE	LUNAR, NNA	EACH	1	2,401.67	2,401.67
MSA-10203941-SPLE	RETRACTOR ASSEMBLY LUNAR	EACH	1	86.43	86.43
MSA-10214752-SPLE	MULTIPBAY CHARGER, NNA	EACH	1	465.67	465.67
MSA-10214756-SPLE	BATTERY, LUNAR	EACH	1	201.67	201.67
MSA-10158389	KIT, RETAINER, CYL VALVE, TYPE 2	EACH	20	62.57	1,251.40
MSA-10149702-SP	G1 CYL Q-C ADAPTER 4500/5500 PSI	EACH	20	73.52	1,470.40
MSA-10169711	G1 RIT System HP,Cyl Conn Q-D, mask,Regulator 6-ft. Quick-Fill & Ext II System, Gauge, URC.	EACH	1	5,220.66	5,220.66
TRU-RBL303	L3 LITE-SPEED RIT BAG (RED)	EACH	1	291.50	291.50

Amount Subject to Sales Tax	0
Amount Exempt from Sales Tax	59,724.91

Subtotal:	**59724.91**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	**59,724.91**

This Quote is valid until 03/04/22

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

February 28, 2022

Lt. Norman Medders
Daytona Beach Public Safety Department
3040 South Atlantic Avenue
Daytona Beach Shores, FL 32188

Dear Lt. Medders:

Thank you, Daytona Beach Public Safety Department for your interest in the MSA product line.

This letter confirms that Ten 8 Fire Equipment Inc is the sole authorized distributor of MSA SCBA and SCBA accessories for the Municipal Fire Service Market for Volusia County, Florida. In addition, Ten 8 Fire Equipment Inc is the only CARE certified MSA SCBA repair center for the Municipal Fire Service Market for Volusia County, Florida.

By way of background, in the fire service / first responder markets, MSA imposes specific requirements upon our distributors, which can result in a small number of distributors authorized to call upon a particular region. We impose these requirements because the equipment we manufacture and sell requires the involvement of partners with special knowledge, training and experience. Accordingly, MSA's distributors are obligated to acquire and maintain extensive knowledge, training, and experience necessary to properly educate, assist and service our end user customers before, during and after the sale. MSA's fire service / first responder distributor qualification requirements are likewise intended to ensure the highest possible end user customer experience.

If you desire additional information about MSA, its product lines, or channel partners, please do not hesitate to contact me. Thank you for your interest in our products.

Sincerely,

Scott McGuire

Scott McGuire
North American Sales Channels Specialist
Phone: 724-742-8028
Email: scott.mcguire@MSAsafety.com

DAYTONA BEACH SHORES
DEPARTMENT OF PUBLIC SAFETY

To: Michael Booker, City Manager

From: Stephan Dembinsky, Public Safety Director

Date: March 1, 2022

Re: increase in Outside detail rate

File: PS22-03-01

I would like to request the outside detail rate for the services of a Public Safety Officer be increased to $50.00 per hour plus 6.5% sales tax.

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
MARCH 8, 2022 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	March 2, 2022, 2022
SUBJECT:	***City Attorney Report***

The following is intended as my written report to the City Council for matters arising subsequent to its last meeting of February 22, 2022. Please advise if you have any questions, comments or concerns relative to these matters.

(1) Oceans 25 Plat

Reviewed and advised staff regarding the Oceans 25 preliminary plat.

(2) Chase Bank Property Purchase

Continued to work with Finance Director on purchase of the property behind the Chase Bank.

(3) Audit Letter

Drafted an audit letter regarding current legal issues for the auditing firm.

(4) Treasure Island

Represented the city in a conference regarding an interpretation of the Development Agreement with legal counsel for the developer.

(5) Code Enforcement

Reviewed a Notice of Appeal filed by a local business regarding a code enforcement special magistrate decision. Corresponded with staff.

(6) Legal Opinion – Short Term Rentals

Provided a legal opinion to staff regarding regulation of short term rental properties.

(7) Legal Opinion – Sewer hookup

Provided a legal opinion to staff regarding an interpretation of state law and the city code relating to sewar connections.

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: March 1, 2022

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

FROM: Michael T. Booker, City Manager

SUBJECT: City Manager's Report – March 8, 2022

Treasure Island:

- At the time of this writing, Acres (the property owner) is soliciting demolition proposals. Hopefully, I will have more information to share at the upcoming City Council meeting.

Oceans 25:

- The final approval for the "official" plat of the subdivision should come before the Council at the second meeting of this month.

Recent Promotions:

- In keeping with the City's policy of continuing to promote from within our organization, when possible, Tom Brown (former Sewer Supervisor) has been promoted to replace Brian Edwards (who retired recently) as Public Works Deputy Director. Alex Schwab will in turn be promoted to Sewer Supervisor. Congratulations to both of these long-term Shores employees.

Food Trucks:

- I have received much positive feedback from our February 25 food truck event. This was our best-attended event of this type thus far. It was estimated the number of attendees was between 800 – 1,000. The next such event will be held on May 27.

CITY COUNCIL AGENDA MEMORANDUM
MARCH 8, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: John Cary, City Attorney
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance 2022-05 Daytona Beach Shores proposed charter amendments

SYNOPSIS:

In March of 2021, the City Council of Daytona Beach Shores held a special meeting to conduct a charter review. The City Council requested the City Attorney draft five charter updates for voter consideration at the November election. The amendments have been codified as ordinance 2022-05.

FISCAL IMPACT STATEMENT:

BACKGROUND:

In March of 2021, the City Council of Daytona Beach Shores held a special meeting to conduct a charter review. The City Council requested the City Attorney draft five charter updates for voter consideration at the November election. The proposed amendments are as follows: 1) Increase from three to four the number of council member votes required to remove a member for misconduct; 2) Eliminate a specific time requirement for council to meet for an organizational meeting; 3) amend the timelines for referenda for citizen-initiated charter amendments; 4) remove purchasing requirements from the charter so that policies can be updated without a referendum; 5) change the name of the City Council to City Commission.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

SUGGESTED MOTION:

I move to adopt Ordinance 2022-05 on second reading.

ATTACHMENT: 1. DBS Charter Amendment Ordinance - rev 03-02-22

ORDINANCE NO. 2022-05

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, PROPOSING AMENDMENTS TO THE DAYTONA BEACH SHORES CITY CHARTER; PROVIDING FOR REFERENDA ON THE PROPOSED CHARTER AMENDMENTS; PROVIDING THE BALLOT TITLES AND BALLOT SUMMARIES FOR SUCH REFERENDA; PROVIDING FOR DIRECTION TO THE CITY CLERK AND COORDINATION WITH THE VOLUSIA COUNTY SUPERVISOR OF ELECTIONS; AND PROVIDING FOR FINDINGS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that it is advisable to submit the proposed charter amendments set forth herein to the electors of the City of Daytona Beach Shores for their consideration at an upcoming election, pursuant to the City Council's authority under Section 166.031, Fla. Stat.; and

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

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

<u>Section 1. Findings of Fact.</u> The foregoing whereas clauses are hereby adopted as findings of fact and are otherwise fully incorporated herein.

<u>Section 2. Proposed Charter Amendments.</u> The amendments to the City Charter for the City of Daytona Beach Shores, Florida, which are appended and attached as Exhibit "A" to this Ordinance are hereby adopted by reference by the City Council to be submitted to the electors of the City of Daytona Beach Shores for referendum.

<u>Section 3. Referendum Called.</u> Referenda on the proposed adoption of each of the Charter amendments appended hereto and adopted by reference as Exhibit "A" to this Ordinance shall be placed on the ballot at a special election to be held concurrent with the general election to be held on November 8, 2022. The ballot titles and ballot summaries for the proposed charter amendments are set forth in Exhibit “A”. Each Charter amendment shall become effective upon approval of its corresponding ballot question in such referendum by a majority of the electors voting in such referendum.

Section 4. Direction to City Clerk and Coordination with Supervisor of Elections. The City Clerk is hereby authorized and directed to coordinate with the Volusia County Supervisor of Elections to include the ballot questions attached hereto as Exhibit “A” on the ballot at the special election to be held concurrent with the general election to be held in the City of Daytona Beach Shores on November 8, 2022. The City Clerk is directed to see to the satisfaction of the requirements of Section 100.342, Fla. Stat., which provides that “there shall be at least 30 days’ notice of the election or referendum by publication in a newspaper of general circulation in the… municipality…. The publication shall be made at least twice, once in the fifth week and once in the third week prior to the week in which the election or referendum is to be held.”

Section 5. Severability. The provisions of this Ordinance are deemed severable. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance is for any reason whatsoever held to be invalid, illegal, unconstitutional, contrary to law, or against public policy, by any court, administrative agency, or other body with competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this Ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This Ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this Ordinance as expressed herein.

Section 6. Conflicts. All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. Effective Date. This Ordinance shall become effective upon final adoption by the City Council.

FIRST READING	
PUBLICATION DATE	
SECOND READING	

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, with a quorum present and voting, this ____, day of _________________, 2022.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: ________________________
Mayor, Nancy Miller

ATTEST:

By: ___________________________ ______________________________
Michael T. Booker, City Manager Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: ___________________________
John Cary, City Attorney

Passed and adopted on first reading this ________ day of _________________, 2022.

Posted this ________ day of _________________, 2022.

Exhibit "A"

QUESTION #1

Ballot Proposal: The ballot title and ballot summary for Question #1 are as follows:

> CITY CHARTER AMENDMENT INCREASING NUMBER OF COUNCILMEMBER VOTES NECESSARY TO REMOVE A COUNCILMEMBER FOR MISCONDUCT
>
> Shall the City Charter be amended to increase, from three councilmembers to four councilmembers, the number of affirmative councilmember votes necessary to investigate and remove a councilmember for misconduct?

____ Yes
____ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question are as follows:

> ENMIENDA A LA CONSTITUCIÓN DE LA CIUDAD QUE AUMENTA EL NÚMERO DE VOTOS DE LOS CONCEJALES NECESARIOS PARA RETIRAR A UN CONCEJAL POR MALA CONDUCTA
>
> ¿Se debe enmendar la Carta de la Ciudad para aumentar, de tres miembros del consejo a cuatro miembros del consejo, la cantidad de votos afirmativos de los miembros del consejo necesarios para investigar y destituir a un miembro del consejo por mala conducta?

____ Sí
____ No

Text Revisions: Upon approval of this question at referendum, the following portions of the Daytona Beach Shores City Charter are amended to read as follows:

Sec. 2.04 – Forfeiture of office.

…

(f) At the formal hearing provided herein, the charged councilmember shall be permitted to present testimony, evidence, and argument related to, or in rebuttal of, the charges presented in said resolution. At the conclusion of the hearing the council shall, by resolution, make its determination, said determination to be effective immediately. Decisions made by the council under this section <u>to investigate and</u>

to remove shall require the affirmative vote of at least four (4) ~~three (3)~~ members of the council, and shall be subject to review by the circuit court, upon appeal by the affected councilmember, for the purpose of determining whether or not substantial, competent grounds existed for the removal as provided herein.

QUESTION #2

Ballot Proposal: The ballot title and ballot summary for Question #2 are as follows:

CITY CHARTER AMENDMENT ELIMINATING A SPECIFIC MEETING TIME FOR CITY COUNCIL ORGANIZATIONAL MEETINGS

Shall the City Charter be amended to remove the requirement that the organizational meeting of the city council must start at 7 pm?

____ Yes
____ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question are as follows:

ENMIENDA A LOS ESTATUTOS DE LA CIUDAD QUE ELIMINA UN TIEMPO DE REUNIÓN ESPECÍFICO PARA LAS REUNIONES ORGANIZATIVAS DEL CONCEJO MUNICIPAL

¿Se debe enmendar la Carta de la Ciudad para eliminar el requisito de que la reunión organizativa del consejo de la ciudad debe comenzar a las 7 pm?

____ Sí
____ No

Text Revisions: Upon approval of this question at referendum, the following portions of the Daytona Beach Shores City Charter are amended to read as follows:

Sec. 2.14 – Meetings of the city council.

The organizational meeting of the city council shall be held ~~at 7:00 p.m.~~ at council chambers or as otherwise designated by motion of the city council at the first regularly scheduled city council meeting after the municipal election. The first order of business shall be the administering of the oath of office to the newly-elected members of the city council and the mayor-councilmember, if applicable, followed by the election of the vice-mayor. Thereafter the city council shall meet at such times as may be prescribed by resolution, except that it shall meet regularly no less than once each month. Special meetings may be called by the mayor or any three councilmembers who are present in a regular or special meeting upon at least forty-eight (48) hours' notice to each member, served personally, or left at his or her usual place of residence with some member of his or her family over the age of fifteen (15). This time requirement may be waived only by the consent of all councilmembers.

The city council shall take all reasonable steps to ensure timely notice to the public of such special meetings which, at least, shall include notification of the local press and posting notice of the meeting in a central location designated by the council for that purpose. Any regular or special meeting, on motion adopted by the city council, may be adjourned and continued to a time certain provided there is compliance with the requirement for public notice.

All regular and special meetings of the city council, other than the specific exceptions provided by general law, shall be open to the public. All regular meetings shall be held at council chambers or as otherwise designated by motion of the City Council, but special meetings may be scheduled at any location.

QUESTION #3

Ballot Proposal: The ballot title and ballot summary for Question #3 are as follows:

> CITY CHARTER AMENDMENT REVISING TIMELINES FOR REFERENDA ON CITIZEN-INITIATED CHARTER AMENDMENTS
>
> Shall the City Charter be amended to revise timelines for holding referenda on citizen-initiated charter amendments, to provide that such referenda be held at the next general election if it is within 120 days (rather than 90 days) after certification of petitions, or otherwise within 90 days (rather than 60 days) after certification of petitions?
>
> ____ Yes
> ____ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question are as follows:

> ENMIENDA A LOS ESTATUTOS DE LA CIUDAD REVISIÓN DE LOS PLAZOS PARA LOS REFERENDOS SOBRE LAS ENMIENDAS A LOS ESTATUTOS INICIADAS POR LOS CIUDADANOS
>
> ¿Debería enmendarse la Carta de la Ciudad para revisar los plazos para la celebración de referéndums sobre enmiendas de la carta constitutiva iniciadas por ciudadanos, para disponer que dichos referéndums se celebren en las próximas elecciones generales si es dentro de los 120 días (en lugar de 90 días) después de la certificación de las peticiones, o de lo contrario, dentro de los 90 días (en lugar de 60 días) después de la certificación de las peticiones?
>
> ____ Sí
> ____ No

Text Revisions: Upon approval of this question at referendum, the following portions of the Daytona Beach Shores City Charter are amended to read as follows:

Sec. 7.01 – Charter amendment.

(b) Initiation by petition. The electors of the city may propose amendments to this charter by petition signed by at least ten (10) per cent of the registered electors and submitted to a vote of the electorate <u>at the next general election, or, if there is no general election scheduled within the next 120 days,</u> in a special election to be called within <u>ninety (90)</u> ~~sixty (60)~~ days following the certification of the initiative petition ~~or at any general election scheduled with ninety (90) days~~.

QUESTION #4

Ballot Proposal: The ballot title and ballot summary for Question #4 are as follows:

CITY CHARTER AMENDMENT PROVIDING FOR CITY PURCHASING TO BE GOVERNED BY COUNCIL-APPROVED PURCHASING POLICIES

Shall the City Charter be amended to remove specific bidding and purchasing procedures from the Charter, and provide that City purchasing, contracting, bidding, and expenditures will be governed by City ordinances and policies, as approved and updated by the City Council?

____ Yes
____ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question are as follows:

ENMIENDA A LOS ESTATUTOS DE LA CIUDAD QUE DISPONE QUE LAS COMPRAS DE LA CIUDAD SE RIJAN POR LAS POLÍTICAS DE COMPRAS APROBADAS POR EL CONCEJO

¿Se debe enmendar la Carta de la Ciudad para eliminar los procedimientos específicos de licitación y compra de la Carta y establecer que las compras, contrataciones, licitaciones y gastos de la Ciudad se regirán por las ordenanzas y políticas de la Ciudad, según lo aprobado y actualizado por el Concejo Municipal?

____ Sí
____ No

Text Revisions: Upon approval of this question at referendum, the following portions of the Daytona Beach Shores City Charter are amended to read as follows:

Sec. 7.08 – Bids, contracts, and expenditures.

~~Upon approval of the city council, the following expenditures may be made without competitive bidding;~~

~~(a) All expenditures, including expenditures for real or personal property acquisition, not exceeding twenty-five thousand dollars ($25,000.00);~~
~~(b) Expenditures for salaries and contracted, professional or personal services;~~
~~(c) Expenditures for work done in the operation of any city department;~~

~~(d) Expenditures for parts, supplies and materials necessary to make emergency repairs, to protect property or preserve the peace in the event of an emergency such as a storm, riot or conflagration.~~

~~All other expenditures shall be authorized and directed by the city council only upon contract to the lowest responsible responsive bidder, and after publication in a newspaper of general circulation one time of a notice calling for such bids, said publication to be not less than ten (10) days before the date of receiving such bids. The council shall reserve the right to reject any and all bids submitted pursuant to this section.~~

(a) City purchasing, contracting, bidding, and expenditures shall be governed by City ordinances and policies, as approved and updated by the City Council.

(b) All municipal general obligation debt issues shall require the approval of the voters in the form of a referendum held for that purpose, except refunding bond issues that generate an overall savings to the city.

QUESTION #5

Ballot Proposal: The ballot title and ballot summary for Question #5 are as follows:

CITY CHARTER AMENDMENT RENAMING "CITY COUNCIL" TO "CITY COMMISSION"

Shall the City Charter be amended to rename the "city council" to the "city commission", "city councilmembers" to "city commissioners", and "mayor-councilmember" to "mayor", with such changes having no effect on the powers, duties, or compensation of such officials?

____ Yes
____ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question are as follows:

ENMIENDA A LOS ESTATUTOS DE LA CIUDAD QUE CAMBIA EL NOMBRE DE "CONSEJO MUNICIPAL" A "COMISIÓN DE LA CIUDAD"

¿Debería enmendarse la Carta de la Ciudad para cambiar el nombre de "concejo municipal" a "comisión de la ciudad", "concejales de la ciudad" a "comisionados de la ciudad" y "alcalde-concejal" a "alcalde", sin que tales cambios tengan efecto sobre los poderes, deberes o remuneración de dichos funcionarios?

____ Sí
____ No

Text Revisions: Upon approval of this question at referendum, the following portions of the Daytona Beach Shores City Charter are amended to read as follows[1]:

ARTICLE I. – FORM OF GOVERNMENT AND POWERS

Sec. 1.01 – Purpose.

We, the people of Daytona Beach Shores, do ordain and establish this amendment to the charter of the City of Daytona Beach Shores, Florida, in order to avail ourselves of all municipal home rule powers consistent with the Constitution and

[1] If this charter amendment is approved at referendum, then the charter text of any other charter amendment also approved at the same referendum shall be revised by the code codifier to conform to the text changes described in the ballot summary for this charter amendment. The text revisions shown herein are intended to fully implement the text changes described in the ballot summary for this charter amendment, but in the event instances of the described text changes were inadvertently omitted herein, the code codifier is directed to implement the text changes described in the ballot summary, notwithstanding the inadvertent omission.

Laws of Florida. It is the intent of this amendment to adopt the ~~council~~ commission/manager form of government by assigning all legislative and policymaking authority to the city ~~council~~ commission and all administrative authority to the city manager, except as specifically provided by this charter amendment. This is an amendment to the whole of the existing charter of the City of Daytona Beach Shores, Florida, except the boundaries thereof. Any provision of the existing charter or special acts in conflict with this amendment are hereby repealed. This amendment shall be known as the Revised Charter of the City of Daytona Beach Shores, Florida, of 2008, and shall be the organic authority for the structure and operation of the government of Daytona Beach Shores.

…

ARTICLE II. - LEGISLATIVE: CITY ~~COUNCIL~~ COMMISSION

Sec. 2.01. - Composition; term limits; mayor and city ~~council~~ commission.

There shall be a city ~~council~~ commission consisting of five (5) members, one of whom shall be a mayor, all of whom shall be elected at-large for a four (4)-year term. Unless otherwise provided, reference to the office of ~~councilmember~~ commissioner in this charter shall also apply to the office of mayor. No person shall be elected or appointed to office as a city ~~councilmember~~ commissioner for more than two (2) terms. This section applies to any ~~councilmember~~ commissioner including the mayor and a person shall not circumvent this rule through election or appointment to a different position. For purposes of this limitation, "term" is defined as service on the city ~~council~~ commission for a period longer than one-half of a full term. All terms, including past and present terms, greater than one-half of a full term served by current and former city ~~council~~ commission shall count for the purposes of applying the term limit.

Sec. 2.02. - Eligibility and qualifications.

Members of the ~~council~~ commission shall be registered electors in the municipality and shall have resided within the City at least six (6) months prior to filing for election. The mayor~~- councilmember~~ shall possess all of the qualification of other ~~councilmembers~~ commissioners.

…

Sec. 2.04. - Forfeiture of office.

(a) Except as provided in Section 2.02, any member of the ~~council~~ commission who shall cease to reside within the city, or to have or to possess any of the qualifications herein imposed for members of the ~~council~~ commission, or who shall, while in office, be convicted of a felony shall forfeit his or her office, the seat shall be deemed to be vacant immediately. Absence from three (3) consecutive regular meetings of the ~~council~~ commission shall operate to vacate the seat of a member unless a leave of absence is first granted by the ~~council~~ commission or such absence is excused by the ~~council~~ commission by motion setting forth the fact of such excuse, duly entered in the minutes.

(b) Forfeiture of office shall also occur through malfeasance, nonfeasance, neglect of duty, incompetence, and permanent inability to perform the duties of the office of ~~councilmember~~ commissioner or mayor-~~councilmember~~. The ~~council~~ commission shall be the judge to determine whether sufficient grounds for removal from office shall have occurred. In discharging that responsibility, the ~~council~~ commission shall have the power to subpoena witnesses, administer oaths, and require the production of evidence.

(c) Charges of conduct constituting grounds for removal from office shall be presented at an official meeting of the ~~council~~ commission. Upon motion duly adopted, an investigation into said charges shall be conducted by a committee of such composition as may be determined by the ~~council~~ commission. The ~~councilmember~~ commissioner moving for the investigation herein provided shall not be a member of the investigation committee.

(d) Within a period of not less than ten (10) days, or more than thirty (30) days, the investigation committee shall present its findings with respect to such charges to the full ~~council~~ commission. After receipt of the investigation committee's findings, the ~~council~~ commission shall determine, by motion, whether formal charges shall be presented.

(e) If in the event formal charges are presented, the resolution shall contain sufficient factual allegations to inform the ~~councilmember~~ commissioner charged of the specific conduct or circumstances for which removal is sought. The resolution shall further establish the date, time and place of the formal hearing with respect to said charges. A certified copy of said resolution shall be furnished to the charged ~~councilmember~~ commissioner, and the notice of the hearing set forth therein shall be published in a newspaper of general circulation within the city at least one week prior to the hearing.

(f) At the formal hearing provided herein, the charged ~~councilmember~~ commissioner shall be permitted to present testimony, evidence, and argument related to, or in rebuttal of, the charges presented in said resolution. At the conclusion of the hearing the ~~council~~ commission shall, by resolution, make its determination, said determination to be effective immediately. Decisions made by the ~~council~~ commission under this section shall require the affirmative vote of at least three (3) members of the ~~council~~ commission, and shall be subject to review by the circuit court, upon appeal by the affected ~~councilmember~~ commissioner, for the purpose of determining whether or not substantial, competent grounds existed for the removal as provided herein.

Sec. 2.05. - Filling of vacancies.

The unexpired term of a vacated seat of a ~~Council Member~~ Commissioner or the Mayor~~- Council Member~~ shall be filled at the next Municipal General Election to be held by the Volusia County Supervisor of Elections when held in odd years or the next State General Election to be held in November of even years.

For the interim period until the General Election at which a vacancy in the office of a ~~Council Member~~ Commissioner or a Mayor~~- Council Member~~, vacancies in the office of ~~Council Member~~ Commissioner or a Mayor~~- Council Member~~ shall be filled within thirty (30) days by the appointment of a successor by the majority vote of the remaining members of the City ~~Council~~ Commission. If the majority of the remaining members of the City ~~Council~~ Commission fail to fill the vacancy through appointment within the thirty-day period, a special election to fill the vacancy shall be called and held in a manner coordinated by the City Clerk with the Supervisor of Election and adopted by resolution of the City ~~Council~~ Commission.

Should the City ~~Council~~ Commission fail to provide for an election within the time required by this Charter, such election may be ordered by any court of competent jurisdiction.

The qualifying for candidates for a special election to fill a vacancy shall be the same as provided for regular elections in this Charter.

Any successor who fills a vacancy, whether by appointment or election, must have and possess all of the qualifications established by this Charter for the office being filled.

Sec. 2.06. - Extraordinary vacancies.

If at any time the membership of the city ~~council~~ commission is reduced to less than three (3), the governor shall be requested to make interim appointments to fill such vacancies, and the city ~~council~~ commission shall forthwith call a special election to be scheduled not sooner than ninety (90) days or more than one hundred twenty (120) days following the appointments by the governor.

Sec. 2.07. - Ineligibility for appointment.

No ~~councilmember~~ commissioner during the term for which he or she has been elected or appointed, or, for one year thereafter, shall hold any salaried city office.

Sec. 2.08. - Oath of office.

All ~~councilmembers~~ commissioners, the mayor, and vice-mayor of the city shall, before entering upon their duties, subscribe orally and in writing to an oath or affirmation pledging support to the Constitution and Laws of the United States and of Florida, faithful observance of the provisions of the Daytona Beach Shores charter and ordinances, and faithful discharge of their office. The oath or affirmation shall be substantially the form prescribed for state officers by the Constitution and Laws of Florida, and the written form shall be filed and maintained as a permanent official record to the city.

Sec. 2.09. - Recall.

The mayor~~-councilmember~~ or any other member of the city ~~council~~ commission may be recalled and removed from office as provided by general law.

Sec. 2.10. - Compensation.

The city ~~council~~ commission may determine the compensation and benefits of the mayor~~- councilmember~~ and other ~~councilmembers~~ commissioners, but no ordinance increasing salary amounts or expense allowances shall become effective until the date of commencement of the terms of ~~councilmembers~~ commissioners elected at the next regular election, provided that such election follows the adoption of the salary ordinance by at least ninety (90) days. The city ~~council~~ commission shall have the authority to establish a salary and expense allowance for the mayor~~-councilmember~~ in excess of that authorized for other ~~councilmembers~~ commissioners, not to exceed one hundred dollars ($100.00) per month more than the compensation received by other ~~councilmembers~~ commissioners.

Sec. 2.11. - General powers and duties.

All powers of the city shall be vested in the city ~~council~~ commission except as otherwise provided by law and this charter. The city ~~council~~ commission shall be responsible for the reasonable exercise of those powers, and shall be required to provide for the performance of all duties and obligations imposed on the city by law.

Sec. 2.12. - Duties of the mayor- ~~councilmember~~.

The mayor~~-councilmember~~ shall preside at all meetings of the ~~council~~ commission and shall perform such other duties consistent with his or her office as may be imposed by the ~~council~~ commission, and he or she shall have a voice and vote in the proceedings of the ~~council~~ commission, but no veto power. The mayor shall have the authority to issue proclamations, and he or she shall be considered as the official head of the city for ceremonial purposes, and shall be so recognized by the courts for the purpose of serving civil processes, and by the state and federal governments in the exercise of military law. The mayor~~-councilmember~~ shall have no other powers and duties beyond those conferred by this charter or by the ~~council~~ commission in accordance with provisions of this charter.

Sec. 2.13. - Vice-mayor.

In the absence of the mayor, the vice-mayor shall perform the duties of the mayor. In case of a vacancy in the office of mayor~~-councilmember~~, the vice-mayor shall serve as mayor until the vacancy has been filled as provided in Section 2.05. The vice-mayor shall be elected by the ~~council~~ commission for a two-year term at the organizational meeting of the city ~~council~~ commission from the membership of the ~~council~~ commission, other than the mayor~~-councilmember~~.

In the absence or disability of both mayor and the vice-mayor, the city ~~council~~ commission shall designate one of their number to act temporarily in the capacity of the mayor.

Sec. 2.14. - Meetings of the city ~~council~~ commission.

The organizational meeting of the city ~~council~~ commission shall be held at 7:00 p.m. at ~~council~~ commission chambers or as otherwise designated by motion of the city ~~council~~ commission at the first regularly scheduled city ~~council~~ commission meeting after the municipal election. The first order of business shall be the administering of the oath of office to the newly-elected members of the city ~~council~~ commission and the mayor~~-councilmember~~, if applicable, followed by the election of the vice-mayor. Thereafter the city ~~council~~ commission shall meet at such times as may be prescribed by resolution, except that it shall meet regularly no less than once each month. Special meetings may be called by the mayor or any three ~~councilmembers~~ commissioners who are present in a regular or special meeting upon at least forty-eight (48) hours' notice to each member, served personally, or left at his or her usual place of residence with some member of his or her family over the age of fifteen (15). This time requirement may be waived only by the consent of all ~~councilmembers~~ commissioners.

The city ~~council~~ commission shall take all reasonable steps to ensure timely notice to the public of such special meetings which, at least, shall include notification of the local press and posting notice of the meeting in a central location designated by the ~~council~~ commission for that purpose. Any regular or special meeting, on motion adopted by the city ~~council~~ commission, may be adjourned and continued to a time certain provided there is compliance with the requirement or public notice.

All regular and special meetings of the city ~~council~~ commission, other than the specific exceptions provided by general law, shall be open to the public. All regular meetings shall be held at ~~council~~ commission chambers or as otherwise designated by motion of the City ~~Council~~ Commission, but special meetings may be scheduled at any location.

Sec. 2.15. - Minutes and records.

The city ~~council~~ commission shall keep minutes of its proceedings and shall arrange for the electronic recording of those proceedings. Any person shall have access to the minutes at all reasonable times. The city shall set forth detailed policy and procedures, by ordinance, for ensuring the maintenance of a permanent record of all ~~council~~ commission meetings and actions in such a form that they are readily accessible and easily understood by the public.

Sec. 2.16. - Rules.

The city ~~council~~ commission shall determine its own rules and order of business. In the absence of a rule, however, "Robert's Rules of Order" (latest edition) shall govern.

Sec. 2.17. - Quorum and voting.

Three (3) members of the city ~~council~~ commission shall constitute a quorum, but a smaller number may adjourn from day to day and compel the attendance of absent members in such a manner and under such penalties as may be prescribed by ordinance. The affirmative vote of three (3) members of the city ~~council~~ commission shall be necessary to adopt any ordinance. The affirmative vote of a majority of the quorum present at a meeting shall be necessary to approve any motion or resolution.

All members in attendance, including the presiding officer, shall vote for or against the motion on all ~~council~~ commission actions. When there is, or appears to be, a possible conflict of interest as defined under general law with respect to a particular ~~councilmember~~ commissioner, the action prescribed by general law shall govern. Final action on motions, resolutions and ordinances shall be taken by roll call and listed in the minutes.

Sec. 2.18. - Ordinances, resolutions, and motions.

(a) The city ~~council~~ commission shall act only by ordinance, resolution or motion. Except as otherwise provided by this charter, the procedures and requirements of general law for the enactment of ordinances or resolutions shall govern. It is the purpose of this section, however, to implement the home-rule powers of general law which permit this charter to specify additional requirements for the enactment of ordinances or resolutions and to define procedures in greater detail beyond the minimum standards set by general law.

(b) All ordinances and resolutions shall embrace but one subject and the matter properly connected therewith. The subject shall be clearly stated in the title, but no ordinance or resolution shall be held invalid because of a defective title.

(c) The enacting clause of all ordinances shall be: "Be [it] enacted by the City ~~Council~~ Commission of the City of Daytona Beach Shores, Florida."

(d) In addition to acts required by law or by specific provision of this charter to be done by ordinance, the following actions of the city ~~council~~ commission shall be by ordinance:

(1) To adopt or amend an administrative code or establish, alter or abolish any city department or administrative entity;
(2) To establish a rule or regulation, the violation of which carries a penalty;
(3) To grant, renew or extend a franchise;
(4) To set service or user charges for municipal services or grant administrative authority for such charges;
(5) To authorize the borrowing of money, consistent with the limitations imposed by the Constitution and general law of Florida;
(6) To convey or lease lands of the city;
(7) To amend or repeal an ordinance previously adopted, except as otherwise provided herein; or

(e) To meet a public emergency affecting the life, health, property or the public peace and safety, the city ~~council~~ commission may adopt one or more emergency ordinances, but such ordinances may not levy taxes, grant, renew or extend a franchise; set service or user charges for any municipal services; authorize the borrowing of money except as an emergency appropriation; or enact or amend a land use plan or rezone private real property. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance may be adopted with or without amendments or rejected at the meeting at which it is introduced, but the affirmative vote of at least four (4) members of the city ~~council~~ commission shall be required for adoption. After its adoption, the ordinance shall be printed and published as prescribed for other adopted ordinances. It shall become effective upon enactment by the ~~council~~ commission or at such time as specified in the ordinance, and shall expire as provided therein, but not to exceed sixty (60) days after the passage. This shall not prevent reenactment of the ordinance under regular or emergency procedures, as the situation may warrant.

(f) Except as provided in paragraph (e), a proposed ordinance shall be advertised and read by title, or in full, in accordance with the provisions set forth within Section 166.041 Florida Statutes, as may be amended. The proposed ordinance shall, prior to adoption, be certified by the city attorney as meeting the requirements of law and form. The ~~council~~ commission, prior to taking final action, shall provide the opportunity for all persons present to be heard on the proposed ordinance. Nothing herein contained shall limit the right of the ~~council~~ commission to amend such proposed ordinance prior to adoption, consistent with the general law.

(g) All ordinances passed by the city ~~council~~ commission shall become effective upon final adoption, unless otherwise provided therein, with the stipulation that prior to becoming effective, the ordinance shall be posted at city hall and a certified copy shall be deposited in the U.S. Mail for filing with the State of Florida as provided by law.

Sec. 2.19. - Authentication, codification and publication of ordinances and resolutions.

The mayor, city manager, city attorney and the city clerk shall authenticate by their signatures all ordinances and resolutions adopted by the city ~~council~~ commission and the city clerk shall record in full in a properly indexed book kept for that purpose all such ordinances and resolutions.

Sec. 2.20. - Motions.

All actions of the city ~~council~~ commission which are not required to be by ordinance, and which are not taken by resolution, shall be taken by motion.

ARTICLE III. – ADMINISTRATIVE OFFICES AND DEPARTMENTS

Sec. 3.01. - Establishment of the office of city manager.

There shall be a city manager who shall be the chief administrative officer of the city. The manager shall be responsible to the city ~~council~~ commission for the administration of all affairs of the city.

Sec. 3.02. - Appointment and removal of the city manager.

The city manager shall be chosen on the basis of professional training, executive and administrative experience, and other qualifications. The city manager shall be appointed by a vote of four-fifths of the full ~~council~~ commission for an indefinite term, and may be removed at any time by four-fifths vote of the full ~~council~~ commission, subject to contract provisions. Action by the ~~council~~ commission to remove the city manager shall be considered final, and the manager shall have no vested rights in his or her office other than those specifically provided in this charter. Notwithstanding the action taken by the ~~council~~ commission to remove the manager, the ~~council~~ commission shall hold a public hearing if so requested in writing by the manager.

Sec. 3.03. - Compensation and annual evaluation of manager.

The city ~~council~~ commission shall establish the salary and other benefits of the city manager, and shall at least annually review the salary. On the occasion of the annual salary review the ~~council~~ commission shall make a systematic evaluation of the performance of the manager which shall be made a matter of public record.

Sec. 3.04. - Acting city manager.

The city manager shall designate in writing, and provide notice to the city ~~councilmembers~~ commissioners identifying a qualified city administrative officer or employee to exercise the powers and perform the duties of city manager during his or her temporary absence or disability. During such absence or disability, the ~~council~~ commission may revoke such designation at any time and appoint another officer or employee of the city to serve until the city manager shall return or his or her disability shall cease.

Sec. 3.05. - Powers and duties of city manager.

The city manager shall have the power and shall be required to:

(1) See that all laws, provisions of this charter, and acts of the ~~council~~ commission subject to enforcement by him or her, or by officers and employees subject to his or her direction and supervision, are faithfully executed.

(2) Direct and supervise the administration of all departments, offices, and agencies of the city, except as provided in Article IV of this charter.

(3) Appoint all officers and employees of the city and, when necessary for the good of the city, remove all officers and employees of the city, except as otherwise provided by this charter and the rules and regulations promulgated by the personnel ordinance adopted pursuant to this charter which may permit the manager to delegate to an administrative officer the exercise of these powers with respect to subordinates in that officer's administrative unit. The city clerk shall be an officer of the city, shall be the custodian of the records and the seal of the municipality.

(4) Plan and prepare the budget annually for action by the city ~~council~~ commission and submit to the ~~council~~ commission a budget message and capital program in a format to be prescribed by ordinance; and to be responsible for the administration of the budget once it is officially adopted.

(5) Prepare and submit monthly to the city ~~council~~ commission and the public a complete report on finances and administrative activities of the city during the previous month.

(6) Keep the city ~~council~~ commission and public advised of the financial condition of the city, and to make such recommendations to meet future needs as he or she may deem advisable for consideration by the ~~council~~ commission.

(7) Prepare the agenda and attend all meetings of the ~~council~~ commission with the right to take part in the discussion but without having a vote.

(8) Review, approve and sign, together with the mayor~~-councilmember~~ and the city attorney, contracts on behalf of the city pursuant to the provisions of the appropriate ordinances.

(9) Perform such other duties as are mandated by this charter or required by the city ~~council~~ commission, provided, however, the ~~council~~ commission shall not direct the manager to take any action contrary to the provision of this charter.

Sec. 3.06. - Noninterference by city ~~council~~ commission.

Except for purposes of investigation, inquiry, and information, the ~~council~~ commission and committees or individual members thereof shall deal with the city officers and employees of the city solely through the manager, and neither the ~~council~~ commission nor its members shall give orders to such officer or employee, either publicly or privately. Any such action shall constitute malfeasance within the meaning of Article IV, Section 7(a) of the Florida Constitution. This prohibition shall in no way restrict the right of individual ~~councilmembers~~ commissioners, to observe personally and scrutinize closely all aspects of city government in order to obtain independent information for use by the ~~council~~ commission in discharging its responsibility to formulate sound policies, to hold the administration accountable to the people, and to increase the efficiency and economy of city government, wherever possible.

Sec. 3.07. - Departments of the city.

The city shall have an executive department, community services department, finance department, and a public safety department. However, the city ~~council~~ commission may by a vote of four-fifths of the full ~~council~~ commission establish, reorganize, abolish or provide for the transfer of responsibilities between departments. The city manager shall have the authority, with ~~Council~~ Commission approval, to create other executive offices or positions or, except as otherwise provided in this charter, to reorganize, consolidate, or abolish existing executive offices or positions.

Sec. 3.08. - Department heads.

Department heads shall be appointed or removed by the city manager. Removal of a department head, however, shall be for just cause, and after the department head has been provided with both notice and an opportunity to be heard with respect to the grounds for removal. Removal of a department head hereunder shall be subject to review by the circuit court, upon appeal by the affected department head, for the purpose of determining whether or not substantial, competent evidence existed for the removal. The city ~~council~~ commission by ordinance shall set the procedures for appointments, promotions, and removal of department heads, which procedures shall govern.

Sec. 3.09. - Administrative code.

The city manager shall propose and the city ~~council~~ commission shall amend and adopt, by a vote of four-fifths of the full ~~council~~ commission an administrative code which shall set forth the departmental organization for the city government, including charts showing the chain of command and the allocation of responsibilities and duties, definitions of the nature and scope of each department, and all required rules and procedures for operating said departments.

ARTICLE IV. – CITY ATTORNEY

Sec. 4.01. - Duties and responsibilities.

The city ~~council~~ commission shall appoint a city attorney who shall act as the legal adviser to, and attorney and counselor for the city and all of its elected and appointed officers, all departments and divisions of the city government, and all regulatory and advisory boards in all legal matters relating to their official duties. The city attorney shall prepare and/or review all contracts, bonds, and other instruments in which the municipality is concerned, and shall endorse on each his or her approval of the form and correctness thereof.

Sec. 4.02. - Assistant city attorneys and city prosecutor.

The city ~~council~~ commission may authorize the city attorney to employ one or more assistants, a city prosecutor, and to engage special counsel where the circumstances of a particular case warrant, subject to the approval of the terms of the contract by the ~~council~~ commission as to compensation and the services to be rendered.

Sec. 4.03. - Qualification and appointment of city attorney.

The city attorney and any assistant city attorney shall be licensed to practice law in the State of Florida, and shall be a member of the Volusia County Bar Association in good standing. He or she shall not be required to be a registered elector residing in the municipality. He or she shall be appointed by the city ~~council~~ commission for an indefinite term by a four-fifths vote of the ~~council~~ commission; shall serve at the pleasure of the city ~~council~~ commission and shall be compensated as determined by the ~~council~~ commission. In addition to the specific duties imposed under this article, the city ~~council~~ commission may assign additional professional duties to the city attorney so long as they are not inconsistent with general law or this charter. The city attorney may be removed at any time by four-fifths vote of the full ~~council~~ commission.

ARTICLE VI. – NOMINATIONS AND ELECTIONS

…

Sec. 6.03. - Nonpartisan elections.

All qualifications and elections for the office of mayor~~- councilmember~~ or ~~councilmember~~ commissioner shall be conducted on a nonpartisan basis without regard for or designation of political party affiliations of any nominee on the ballot. Reference in general law to political parties and party primaries shall not be applicable in the elections of the mayor and members of the city ~~council~~ commission.

Sec. 6.04. - Procedure for filing as a candidate for mayor~~- councilmember~~ and ~~councilmember~~ commissioner.

(a) A person meeting the qualifications of office provided in Section 2.02 of this charter and seeking to become a candidate for the office of mayor-

~~councilmember~~ or ~~councilmember~~ commissioner may do so by filing a sworn qualification statement with the city clerk which shall state the following:

(1) The name and occupation of the person whose name is presented for a place on the election ballot; and the address of his or her place of residence in the city;

(2) That he or she is a candidate for the office of ~~councilmember~~ commissioner, designating the seat number of the position being sought, or that he or she is a candidate for the office of mayor~~-councilmember~~ for the city;

(3) That he or she is a qualified elector of the City of Daytona Beach Shores; and

(4) That he or she shall be willing to serve if elected.

(b) Such qualification statement shall be filed with the city clerk during the qualification period as defined by the charter in a form prescribed by the city clerk.

(c) No person shall be a candidate for mayor~~—councilmember~~ and ~~councilmember~~ commissioner at the same time, and no person shall occupy both offices at the same time.

…

Sec. 6.06. - Canvassing board.

The city ~~council~~ commission shall certify election results.

ARTICLE VII. – MISCELLANEOUS

Sec. 7.01. - Charter amendment.

This charter may be amended in two (2) ways:

(a) Initiation by ordinance. The ~~council~~ commission may propose, by ordinance, amendments to any part or all of this charter, except those prohibited by the Constitution and Laws of Florida; and upon passage of the initiating ordinance ~~council~~ commission shall submit the proposed amendment to a vote of the electors at the next general election held within the city or at a special election called for that purpose. Amendment of boundaries resulting from annexation done in accordance with general law shall be by ordinance and shall not be subject to a vote of the electors except as provided by general law.

(b) Initiation by petition. The electors of the city may propose amendments to this charter by petition signed by at least ten (10) per cent of the registered electors and submitted to a vote of the electorate in a special election to be called within sixty (60) days following the certification of the initiative petition or at any general election scheduled with ninety (90) days.

Sec. 7.02. - Investigations by ~~council~~ commission.

The ~~council~~ commission shall have power to inquire into the conduct of any office, department, agency or officer of the city and to make investigations as to municipal affairs, and for that purpose may subpoena witnesses, administer oaths, and compel the production of books, papers and other evidence. Failure to obey such subpoena or to produce books, papers or other evidence as ordered under the provisions of this section shall constitute a misdemeanor.

Sec. 7.03. - Bonds of officers and employees.

All such officers and employees of the city as determined by the ~~council~~ commission shall give bond in such amount and with such surety as may be approved by the ~~council~~ commission. The premiums on such bonds shall be paid by the city.

Sec. 7.04. - Political activities of municipal officers and employees.

No officer or employee of the city shall:

(a) Use his or her official authority or influence for the purpose of interfering with an election, or a nomination for office, or affecting the results thereof; or

(b) Directly or indirectly coerce or attempt to coerce or command any other officer or employee to pay, lend, or contribute any part of his or her salary or anything else of value to any party, committee, organization, agency, or perform for political purposes; or

(c) Directly or indirectly coerce or attempt to coerce or commend [command] any such officer or employee as to where he or she might purchase a commodity or to interfere in any other way with the personal life of said officer or employee.

The provisions of this section shall not be construed so as to prevent any person from becoming a candidate for and actively campaigning during private off-duty hours for any elective office in this state. All such persons shall retain the right to vote as they may choose and to express their opinions on all political subjects and candidates. No employee of the city may coerce or intimidate any candidate for the office of mayor~~- councilmember~~ or ~~councilmember~~ commissioner.

…

Sec. 7.06. - Resolving conflicts within charter.

Should there be a conflict or apparent conflict in the provisions of any one section of this charter, or between two (2) or more sections thereof, then the city attorney upon request by the ~~council~~ commission shall resolve such conflict or apparent conflict by a written ruling which shall be legal and binding unless invalidated by a court of competent jurisdiction.

…

Sec. 7.08. - Bids, contracts and expenditures.

Upon approval of the city ~~council~~ commission, the following expenditures may be made without competitive bidding;

(a) All expenditures, including expenditures for real or personal property acquisition, not exceeding twenty-five thousand dollars ($25,000.00);
(b) Expenditures for salaries and contracted, professional or personal services;
(c) Expenditures for work done in the operation of any city department;
(d) Expenditures for parts, supplies and materials necessary to make emergency repairs, to protect property or preserve the peace in the event of an emergency such as a storm, riot or conflagration.

All other expenditures shall be authorized and directed by the city ~~council~~ commission only upon contract to the lowest responsible responsive bidder, and after publication in a newspaper of general circulation one time of a notice calling for such bids, said publication to be not less than ten (10) days before the date of receiving such bids. The ~~council~~ commission shall reserve the right to reject any and all bids submitted pursuant to this section.

All municipal general obligation debt issues shall require the approval of the voters in the form of a referendum held for that purpose, except refunding bond issues that generate an overall savings to the city.

CITY COUNCIL AGENDA MEMORANDUM
MARCH 8, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Stewart Cruz, City Planner
PREPARED BY: Stewart Cruz, City Planner
SUBJECT: Nonconforming Freestanding Sign Removal Deadline

SYNOPSIS:

In 2006, the citizens of Daytona Beach Shores voted to implement a $30 million citywide underground utility and streetscape project. The goals of this project were to improve hurricane resiliency within the city and to beautify the city's streetscape. Shortly after the project was completed in 2011 the City Council approved Ordinance 2012-02, which established monument sign standards. The ordinance was adopted in 2012 to complement and enhance the underground utility and streetscape project goals and benefits. The ordinance also created a 10 year period for property owners to alter, remove or replace existing nonconforming pole signs with shorter freestanding monument signs. To assist with the costs associated with meeting the new monument sign mandate, the City Council established the Nonconforming Sign Removal Incentive Grant Program (November 13, 2012), which was a 50-50 (dollar-for-dollar) matching grant capped at $6,500 for hotels and shopping centers and $3,500 for stand-alone commercial properties. In 2017 the program was updated to provide a declining grant award amount to hasten and incentivize the removal of nonconforming signs. The sign grant program expired in 2021 and the deadline for meeting the nonconforming sign removal deadline is April 9, 2022. In 2012 there were 130 nonconforming signs. Sixty-one (61) nonconforming signs (47%) have been removed and 69 remain. Forty-one (41) of the removed signs received grants from the City totaling an amount of $195,713.68.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The deadline for removing nonconforming freestanding signs is April 9, 2022.

LEGAL REVIEW:

Council discretion.

RECOMMENDATION:

Considering the duration and economic impact of the COVID-19 pandemic on local businesses and supply chain issues, staff recommend the following actions:

1. Extend the nonconforming free standing sign removal deadline an additional year to April 9, 2023. This would require a Land Development Code amendment.
2. Staff will contact, one final time, each property owner of a non-conforming sign with notification of the change.
3. Revise and reinstitute the nonconforming sign removal incentive grant program for a period of one (1) year. This would require a budget amendment if initiated this fiscal year. Not in an amount greater than $1,300 per Grantee.

SUGGESTED MOTION:

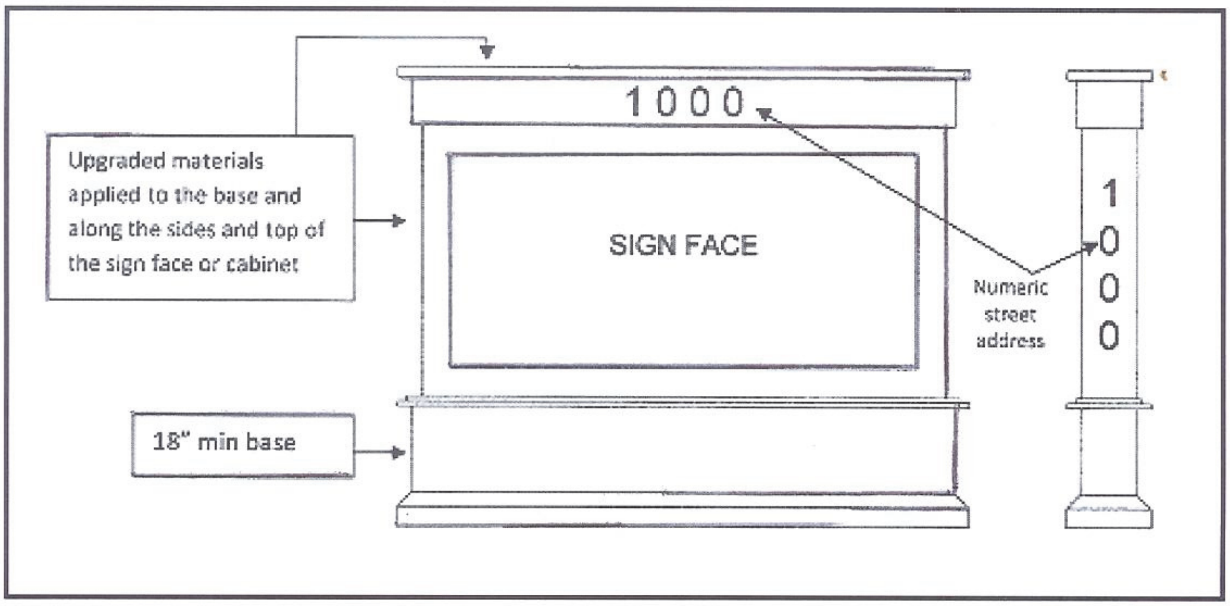
ATTACHMENT: 1. Free Standing Sign Visual Comparison-3-2-22

Monument Sign Requirements Per Chapter 6, LDC

Definition: *Sign, monument:* A sign permanently affixed to the ground at its base, supported entirely by a base structure

General Design Standard: The monument sign support base must be a minimum of eighteen (18) inches in height. The sign cabinet shall be mounted on a decorative base. An additional two (2) feet in height may be permitted for architectural embellishments approved by the building official.

Monument Sign Code Example



Monument Sign Dimension Dimensional Requirements

Zoning District/Land Use	Maximum Height (feet)	Maximum Width (feet)	Maximum Sign Area (square footage)
Commercial	8	8	48
Shopping Centers	10	8	64
Mixed Use Districts	8	8	48
Multifamily	6	8	36
Hotel	10	8	64

Examples of Commercial Nonconforming Signage

Portofino's Restaurant: 3064 S. Atlantic

Cherise's: 3612 S. Atlantic Ave

Dog Groomer & Blue Coast: 3110-3120 S. Atlantic Ave.

GenEx Tattoo: 3162 S. Atlantic Ave.

Examples of Commercial Conforming Signage

Vittoria's Café: 3106 S. Atlantic Ave

Island Beachwear Gift Shop: 3154 S. Atlantic Ave

Examples of Plaza Nonconforming Signs

Christina's Plaza: 3060 S. Atlantic Ave

Pecks Plaza: 2430 S. Atlantic Ave.

Ocean View Plaza: 3616 S. Atlantic Ave

Examples of Plaza Conforming Signs

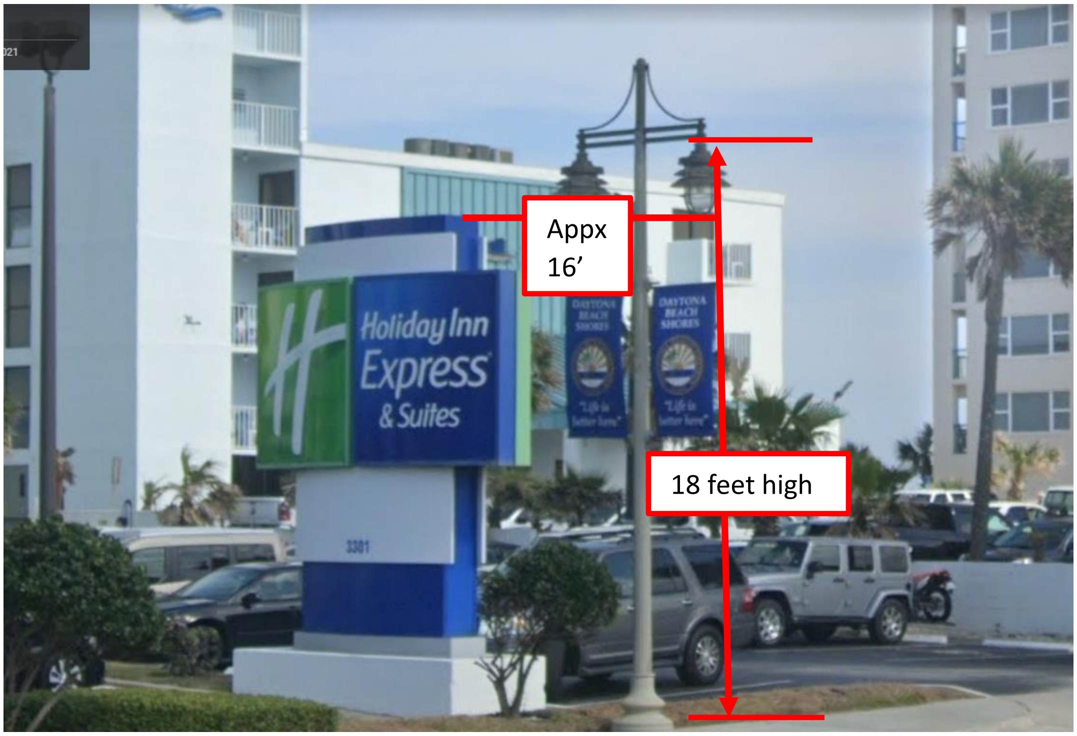
Pappas Plaza: 2518 S. Atlantic Ave.

Metz Plaza: 3380 S. Atlantic Ave.

Surfside Plaza: 3162 S. Atlantic

Examples of Hotel Nonconforming Signs

Holiday Inn Express: 3301 S. Atlantic

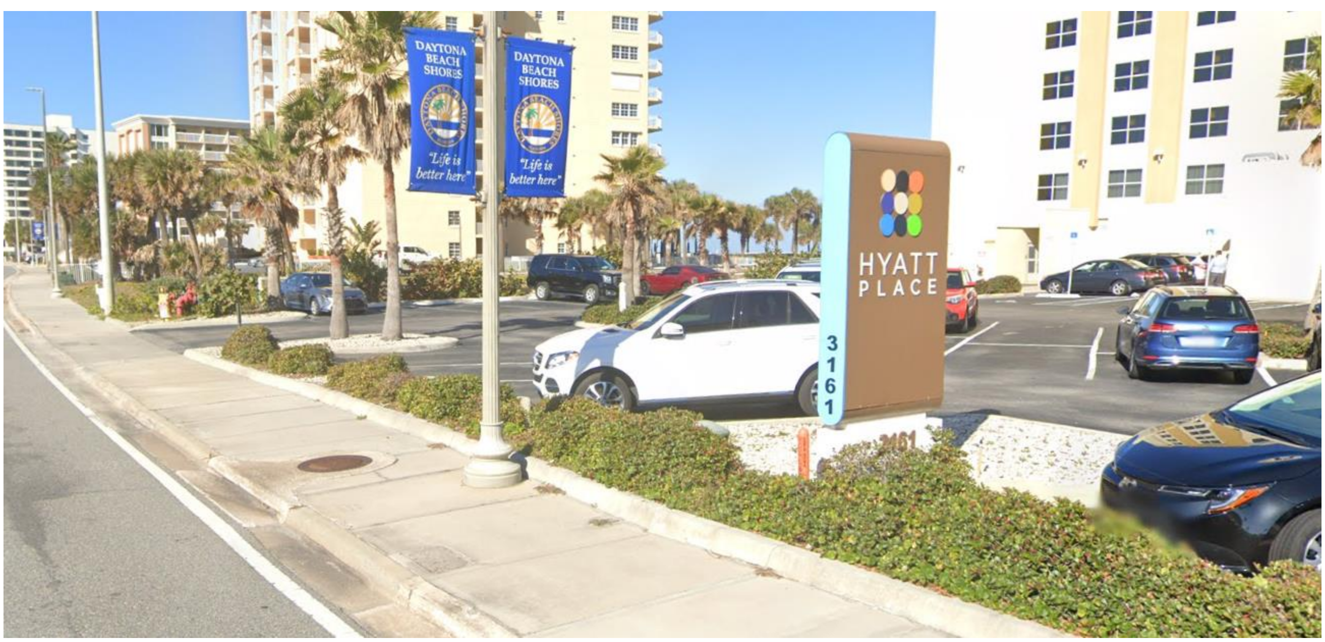


Tropical Manor: 2237 S. Atlantic Ave

Emerald Shores: 2613 S. Atlantic Ave

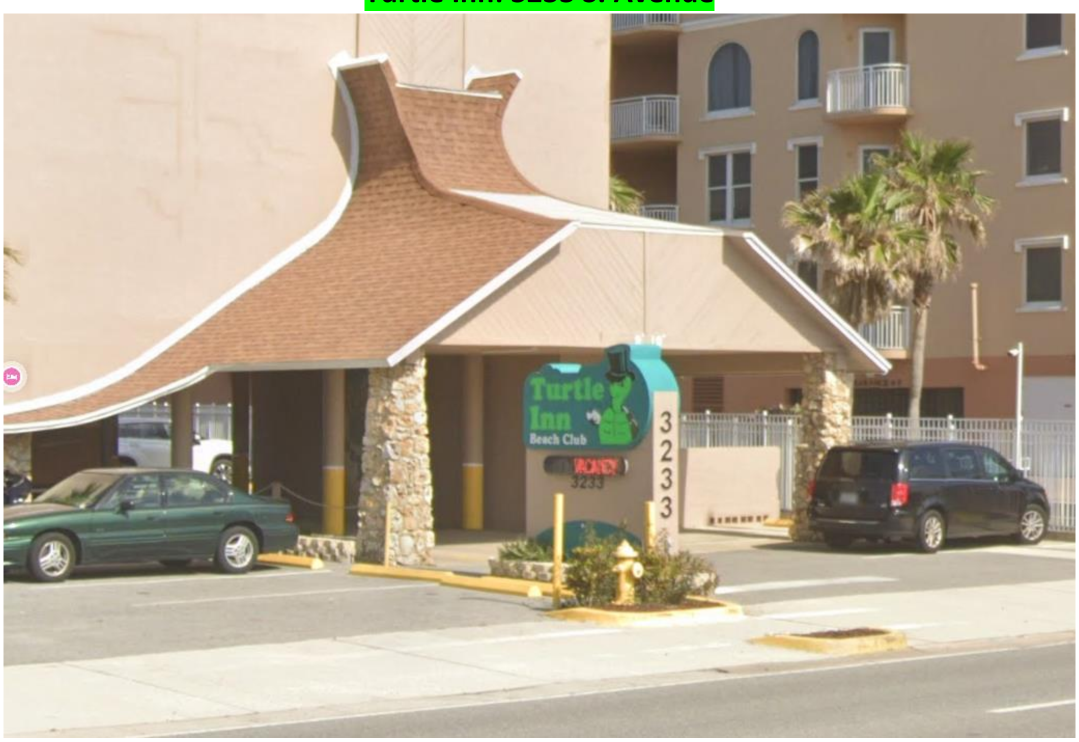
Examples of <u>Hotel Conforming Signs</u>

Hyatt Place: 3161 S. Atlantic Ave



Sea Club IV Resort: 3229 S. Atlantic

Turtle Inn: 3233 S. Avenue



The Shores Resort & Spa: 2637 S. Atlantic Avenue

Examples of Multifamily Nonconforming Signs

Ocean Vistas Condo: 1925 S. Atlantic

Peninsula Condo: 2545 S. Atlantic

Examples of Multifamily Conforming Signs

Bella Vista Condo: 2515 S. Atlantic Ave

Bella Vista Condo: 3145 S. Atlantic Ave

CITY COUNCIL AGENDA MEMORANDUM
MARCH 8, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Kurt Swartzlander, Finance Director
PREPARED BY: Kurt Swartzlander, Finance Director
SUBJECT: Bank of America Property Bid

SYNOPSIS:

As directed by the City Council, City staff has brought forward the required documents for the City to bid on the purchase of the BOA property.

FISCAL IMPACT STATEMENT:

As directed, staff has brought forward the required documents to submit a bid to purchase the Bank of America property. If successful in the bid process, staff will bring forward a budget amendment to provide funding for this purchase. It is proposed to fund this purchase with the use of funds from the unassigned fund balance.

BACKGROUND:

LEGAL REVIEW:

Council discretion.

RECOMMENDATION:

City Council will propose a dollar amount to be inserted into the PSA, authorize the Mayor to execute the PSA and direct staff to submit the bid in a timely manner.

SUGGESTED MOTION:

Motion to authorize the mayor to execute the PSA in the amount of $xxx,xxx.xx and allow staff to complete the formal bid process.

ATTACHMENT:
1. PSA Daytona Beach Shores FL8-165
2. FL8-165 Survey
3. FL8-165 Title Commitment Report

4. FL8-165_Path of Construction_2016_05_16

Name of Property: Daytona Beach Shores FL8-165
Address: 3046 S. Atlantic Ave., Daytona Beach, FL 32118
County and State: Volusia County, Florida

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made between BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association ("**Seller**"), and City of Daytona Beach Shores, a Municpality ("**Purchaser**").

In consideration of the mutual covenants herein contained, Seller and Purchaser agree as follows:

1. PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (herein called the "**Property**"):

(a) Land. That certain tract of land (the "**Land**") more particularly described on Exhibit A, attached hereto and incorporated herein by reference together with all improvements, if any, located thereon;

(b) Easements. All easements, if any, benefiting the Land;

(c) Rights and Appurtenances. All rights and appurtenances pertaining to the foregoing, if any, including any right, title and interest of Seller, if any, in and to adjacent streets, alleys or rights-of-way;

(d) Improvements. All improvements (the "**Improvements**") in and on the Land; and

(e) Tangible Personal Property. Subject to the provisions of Section 9.2 and Section 9.3 hereinafter, all of Seller's right, title and interest in all appliances, fixtures, equipment, machinery, furniture, carpet, drapes and other personal property, if any, owned by Seller and located on or about the Land and the Improvements not removed by Seller by the Closing Date (the "**Tangible Personal Property**").

2. PURCHASE PRICE

2.1 Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be ____________________ AND NO/100 DOLLARS ($__________.00) and shall be paid by Purchaser to Seller at the Closing (as defined in Section 6.1). The Purchase Price shall be payable at Closing in United States currency as provided in Section 6.6(a) below.

Purchaser's Initials ________

3. EARNEST MONEY

3.1 Earnest Money. Within two (2) business days after the date this fully executed Agreement has been delivered to Purchaser, in accordance with Section 10.1 of the Agreement, Purchaser shall deliver to FIRST AMERICAN TITLE INSURANCE COMPANY (the "**Escrow Agent**"), as escrow agent, at 201 South College St., Suite 1440, Charlotte, NC 28244, Attn: Jarrett Hayes, 704.405.3209, jahayes@firstam.com, by cashier's check at the address in Section 10.1 hereof or by wire transfer to such account as directed by Escrow Agent a deposit in an amount equal to ten percent (10%) of the Purchase Price in United States dollars (such amount, together with all interest, if any, earned thereon being referred to as the "**Earnest Money**"), together with an executed W-9 form if Purchaser desires to have Escrow Agent invest such Earnest Money in an interest bearing account. The Earnest Money shall be held in accordance with the Earnest Money Escrow Agreement Terms attached to this Agreement as Exhibit B. Seller shall have the option to declare a default and Terminate this Agreement if the Earnest Money and the executed W-9 form is not delivered to the Escrow Agent within such time. As used herein, "**Terminate**" and/or "**Terminated**" shall mean the termination of this Agreement, by Purchaser or Seller as applicable as expressly set forth in this Agreement, in which event thereafter neither party hereto shall thereafter have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives the termination of this Agreement. The Earnest Money shall be non-refundable for any reason, except Seller's default, and is effectively option money to induce Seller to sell the Property to Purchaser in accordance with this Agreement. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price.

4. CONDITIONS TO CLOSING

4.1 Title Commitment, Survey and Phase I.

(a) Prior to the execution of this Agreement, Seller has delivered or made available to Purchaser for Purchaser's review, among other items, (i) a commitment for title insurance (the "**Title Commitment**") for an Owner's Policy of Title Insurance issued by First American Title Insurance Company (the "**Title Company**"); (ii) a survey of the Property (the "**Survey**"); and (iii) a Phase I environmental site assessment of the Property ("**Phase I**").

(b) Seller shall deliver to Purchaser within thirty (30) days after full execution of this Agreement for the Property, (i) if Purchaser desires to purchase an Owner's Policy of Title Insurance and desires to incur further costs (beyond those set forth in Section 6.4) with respect thereto, an endorsement or its equivalent to the Title Commitment (the "**Endorsement**"), naming Purchaser as the insured and updating the effective date of the Title Commitment; and (ii) a Survey certified to Purchaser and updating the effective date of the Survey, if required by the Title Company, but only if Purchaser desires such update and desires to incur further costs (beyond those set forth in Section 6.4) with respect thereto, if any. Purchaser shall be required to accept title insurance from Seller's Title Company and title agent, and by execution of this Agreement, Purchaser agrees that said title agent shall close the transaction contemplated by this Agreement. Seller shall not be obligated to cure or satisfy any new requirements and exceptions contained on the Endorsement or updated Title Commitment and shall not be obligated to cure any new matters disclosed by the Survey certified to Purchaser.

(c) The conveyance of the Property shall be subject to certain Permitted Exceptions. The term "**Permitted Exceptions**", as used herein, shall mean (i) the title exceptions listed in

Purchaser's Initials ___________

Schedule B of the Title Commitment, (ii) any general exceptions and exclusions contained in the standard owner's policy of the Title Company that are not deleted pursuant to the Owner's Affidavit, and (iii) the exceptions listed on Exhibit C hereto.

4.2 Inspection. Upon forty-eight (48) hours prior request, Purchaser may inspect the Property at any reasonable time on or before thirty (30) days after the date of this Agreement for the purpose of conducting such investigations and inspections as Purchaser shall deem appropriate, including but not limited to obtaining geotechnical reports and obtaining building reports, but excluding any Phase II environmental site assessment without Seller's express written consent, which may be withheld in Seller's sole discretion (the "**Inspection Period**"). Purchaser acknowledges that the Property is comprised of banking centers and agrees that Purchaser must be accompanied by a representative of Seller when inspecting the Property and that certain inspections must occur after business hours. Purchaser may Terminate this Agreement by notifying Seller in writing prior to the expiration of the Inspection Period, for any reason in Purchaser's sole discretion, provided the Earnest Money shall not be refundable to Purchaser, and the Earnest Money shall be paid to Seller. In the event Purchaser does not give such notification to Seller in writing prior to the expiration of the Inspection Period, Purchaser shall be deemed conclusively to have waived its right to Terminate under this Section 4.2. Purchaser shall bear the cost of all such inspections and investigations of the Property. Purchaser shall be liable for all costs and expenses, and for damages or injury to any person or property resulting from any inspection, and Purchaser shall indemnify and hold harmless Seller from any liability, claims or expenses (including, without limitation, construction liens and/or reasonable attorneys' fees) resulting therefrom. The obligations of Purchaser set forth in this Section 4.2 shall survive Closing or the termination of this Agreement, as applicable.

4.3 Confidentiality. All information provided by Seller to Purchaser or obtained by Purchaser relating to the Property in the course of its review, including, without limitation, any environmental assessment or audit, shall be treated as confidential information by Purchaser and Purchaser shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information. Purchaser will not, except with the express prior written consent of Seller, directly or indirectly, (a) disclose or permit the disclosure of any information to any person or entity, except persons who are bound to observe the terms hereof, or (b) use or permit the use of all information pertaining to the Property (1) in any way detrimental to the Seller or (2) for any purpose other than evaluating the contemplated purchase of the Property. Purchaser agrees, that if the Closing does not occur, Purchaser will promptly return to the Seller or its authorized agent all written or tangible information pertaining to the Property, including all copies or extracts thereof, and all notes based upon the information. Neither the Seller, nor any of its officers, directors, employees, agents or representatives, shall be deemed to make or have made any representation or warranty as to the accuracy or completeness of any information pertaining to the Property or whether or not the information provided constitutes all of the information available to the Seller; and neither the Seller nor any of its officers, directors, employees, representatives or agents shall have any liability resulting from Purchaser's use of any information pertaining to the Property. Notwithstanding anything to the contrary set forth in this Agreement, the obligations of Purchaser set forth in this Section 4.3 shall survive the Closing or the termination of this Agreement, as applicable.

4.4 Termination. If this Agreement is Terminated for any reason, Purchaser shall, within ten (10) days of such termination, deliver to Seller copies of the Title Commitments, Surveys, and any updates, all feasibility studies, engineering reports, environmental reports and all other information obtained by Purchaser with respect to the Property. The obligations of Purchaser set forth in this Section 4.4 shall survive termination of this Agreement.

Purchaser's Initials __________

5. NO REPRESENTATIONS OR WARRANTIES BY SELLER; ACCEPTANCE OF PROPERTY; COVENANTS BY SELLER

5.1 Disclaimer. PURCHASER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE AND DO NOT MAKE, AND SELLER AND ITS AGENTS SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THE DEED, AS DEFINED BELOW), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR THE OPERATION THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY APPLIANCES, FIXTURES, EQUIPMENT, MACHINERY, FURNITURE, VAULTS AND VAULT DOORS (IF ANY ARE SO LOCATED IN THE PROPERTY), OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER AND ITS AGENTS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW), MOLD OR MILDEW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR ITS AGENTS AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER AND/OR SELLER'S AGENTS (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY, MOLD OR MILDEW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER AND ITS AGENTS ARE NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL

OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION 5.1 SHALL SURVIVE THE CLOSING.

5.2 Hazardous Materials. "**Hazardous Materials**" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("**CERCLA**") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("**RCRA**") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

5.3 Environmental Requirements. Environmental Requirements shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

5.4 Environmental Risks. Purchaser acknowledges that there are, or may be, certain environmental issues and/or risks with respect to the Property.

5.5 Indemnity. Purchaser hereby expressly acknowledges that from and after the Closing, Purchaser shall be responsible and liable for the proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements in accordance with all Environmental Requirements, including the regulations at 40 C.F.R. Section 61 as authorized under the Clean Air Act and all regulations promulgated or to be promulgated under all other applicable local, state or federal laws, rules or regulations, as same may be amended from time to time. Furthermore, from and after Closing, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, costs, damages or other liability, including attorney's fees, incurred by Seller as a result of any Hazardous Materials being located now or previously on the Property or in the Improvements or as a result of Purchaser's failure to comply with the requirements of this Section in connection with Purchaser's proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements. This Section shall survive the Closing of this Agreement.

5.6 Release. Purchaser, on behalf of itself and its heirs, successors and assigns hereby waives, releases, acquits and forever discharges Seller, its officers, directors, shareholders, employees, agents, attorneys, brokers, property managers, representatives, and any other persons acting on behalf of Seller

Purchaser's Initials __________

and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser or any of its heirs, successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Property or the Improvements (including, but not limited to, any vault that may be located in the Property and the access and operation of any such vault and the door(s) thereof, including any keys or codes with respect thereto obtained by Purchaser) including, without limitation, any Hazardous Materials in, at, on, under or related to the Property or the Improvements, or any violation or potential violation of any Environmental Requirement applicable thereto. Notwithstanding anything to the contrary set forth herein, this Section shall survive the Closing or termination of this Agreement.

5.7 Radon Notice. 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.

6. CLOSING

6.1 Closing. The closing (the "**Closing**") shall be held on a date determined by Seller (the "**Closing Date**"), which shall be the later of (i) if applicable, thirty (30) days after the banking center located on the Property has closed for business, if the banking center is operational on the Effective Date of this Agreement, or (ii) thirty (30) days after the expiration of the Inspection Period (the "**Closing Deadline**"), provided Seller shall have the right to extend the Closing Deadline for up to an additional thirty (30) days. The Closing shall be held in escrow by delivering all documents and the Purchase Price to the Escrow Agent, or its designee, on or before the Closing Deadline, unless the parties mutually agree upon another time or date.

6.2 Possession. Possession of the Property shall be delivered to Purchaser at the Closing, subject to the Permitted Exceptions.

6.3 Proration: Taxes. At Closing, pro-rations of income and expense and the apportionment of taxes shall be as follows:

(a) All prorations of income, expense and taxes shall be made as of midnight of the day prior to the Closing. Taxes shall be prorated based upon the maximum allowable discount and other applicable exemptions. If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation based upon the maximum allowable discount and other applicable exemptions. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property is fixed for the year in which the Closing occurs, the parties agree that there shall be no post-closing adjustment of the tax proration. If the Property is not assessed as a separate parcel for tax or assessment purposes, then such taxes and assessments attributable to the Property shall be determined by Seller in its reasonable discretion. If, as of the Closing, the Property is not being treated as a separate tax parcel, then Purchaser shall, at its sole cost and expense, use diligent best efforts to ensure that the Property is assessed separately for tax and assessment purposes within no more than one year from the Closing Date.

(b) The agreements of Seller and Purchaser set forth in this Section 6.3 shall survive the Closing.

6.4 Closing Costs. Except as otherwise expressly provided herein, Seller shall pay, on the Closing Date, all of the cost of the preparation of the deed, any documentary stamps or transfer taxes on the deed and surtax, if any (exclusive of any that, under state or local laws, are imposed on the buyer or grantee), and certified and pending special assessment liens for which the work has been substantially completed, and Purchaser shall pay, on the Closing Date, the cost of the Title Commitment, including, without limitation, the cost of any title searches or abstracts of the Property, and the premium for the Owner's Policy, all recording costs, intangible tax on any mortgage, documentary stamps or tax on any note, pending special assessment liens for which the work has not been substantially completed, the cost of any inspections conducted by or for the benefit of Purchaser, including, but not limited to, any zoning, permitting or other certification that may be obtained by Purchaser or that may be required to be delivered to Purchaser by any governmental authority as a condition to the conveyance of the Property from Seller to Purchaser, and any other customary charges and costs of closing. In addition, Purchaser shall reimburse Seller for the cost of (a) the Title Commitment and any search fees, the Survey, and the Phase I, which costs are, as of the date hereof, $1,150.00 for the costs of the initial Title Commitment, $3,800.00 for the costs of the initial Survey, and $1,900.00 for the costs of the initial Phase I, and which costs for Survey and Phase I are in accordance with the rates negotiated by Seller with the vendors, and (b) any recertifications, endorsements and updates thereof required in connection herewith. Notwithstanding the foregoing, in the event Purchaser assigns this Agreement after the full execution of this Agreement, provided Purchaser receives Seller's consent for said assignment as outlined in Section 10.8 below, Purchaser shall be responsible for Seller's attorney's fees associated with said assignment in the amount of Seven Hundred Fifty and 00/100 Dollars ($750.00). Except as otherwise provided herein, each party shall pay its own attorneys' fees. Purchaser shall pay the cost of any escrow fees, closing fees, and any fees to prepare the Closing Statement charged by the Escrow Agent. The premiums for the title insurance policies shall be at the rates promulgated by the state or recording district, as applicable, where the Property is located.

6.5 Seller's Obligations at the Closing. At the Closing, Seller shall deliver to Escrow Agent, or its designee, each of the following documents but in no event earlier than the delivery to Seller of all of the proceeds of sale of the Property by wire transfer or immediately available U.S. funds:

(a) Deeds. A Special Warranty Deed in the form approved for or otherwise customarily used for conveyances in the recording district in which the Property is situated (the "**Deed**") properly executed by Seller for recording conveying the Property and the Improvements located thereon to Purchaser subject to no exceptions other than the Permitted Exceptions.

(b) Evidence of Authority. Copy of such documents and resolutions as may be acceptable to the Title Company, so as to evidence the authority of the person signing the Deed and other documents to be executed by Seller at the Closing.

(c) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person", as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended.

(d) Owner's Affidavits. An executed affidavit or other document for the Property acceptable to the Title Company in issuing the Owner's Policy without exception for possible lien claims of mechanics, laborers and materialmen or for parties in possession, and insuring the "gap."

(e) Bill of Sale and Assignment. Bill of Sale and Assignment for the Property (the "**Bill of Sale**") executed by Seller and Purchaser assigning to Purchaser the Tangible Personal Property, in the form attached to this Agreement as Exhibit D.

(f) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(g) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement, provided Seller shall not be required to cure any title objections.

6.6 Purchaser's Obligations at the Closing. At the Closing, Purchaser shall deliver to Seller the following:

(a) Purchase Price. The Purchase Price by wire transfer of immediately available U.S. funds.

(b) Evidence of Authority. Such consents and authorizations as Seller may reasonably deem necessary to evidence authorization of Purchaser for the purchase of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Purchaser in connection with Closing.

(c) Bill of Sale and Assignment. Bill of Sale and Assignment for the Property (the "**Bill of Sale**") executed by Seller and Purchaser assigning to Purchaser the Tangible Personal Property, in the form attached to this Agreement as Exhibit D.

(d) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(e) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement, including without limitation the Closing Statement.

7. RISK OF LOSS

7.1 Condemnation. If, after the date of this Agreement and prior to the Closing, action is initiated to take the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser may either (a) Terminate this Agreement, or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing. If, prior to the date of this Agreement, an action has been initiated to take any of the Property by eminent domain proceedings or by deed in lieu thereof, any award made by the condemning authority shall be paid to Seller and the portion of the Property taken shall be deleted from the Property without a reduction in the Purchase Price.

7.2 Casualty. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property and its Improvements suffer any damage in excess of $100,000.00 prior to the Closing from fire or other casualty, which Seller, at its sole option, does not repair, Purchaser may either (a) Terminate this Agreement, or (b) consummate the Closing, in which latter event the proceeds of any insurance not exceeding the Purchase Price and covering such damage shall be assigned to Purchaser at the Closing. If the Property and its Improvements suffer any damage less than or equal to $100,000.00 prior to the Closing, Purchaser agrees that it will consummate the Closing and accept the assignment of the proceeds of any insurance covering such damage at the Closing.

8. DEFAULT

8.1 Default by Purchaser. The parties acknowledge that in the event of a default by Purchaser, Seller's actual damages would be extremely difficult or impracticable to determine; therefore, the parties agree that the amount of the Earnest Money has been agreed upon, as the parties' reasonable estimate of Seller's damages, and in the event that Purchaser fails to perform all of Purchaser's obligations under this Agreement, and any such failure continues for five (5) Business Days after the date of written notice (which written notice shall detail such failure), Seller shall be entitled to Terminate this Agreement by written notice to Purchaser of such termination and the Earnest Money deposited hereunder by Purchaser, together with all interest earned thereon, shall be paid to Seller within five (5) Business Days of such written notice of termination, as liquidated damages and such shall be Seller's sole and exclusive remedy at law or in equity for any default by Purchaser under this Agreement; provided that such liquidated damages shall not be a limitation upon any obligation of the Purchaser to indemnify and hold harmless the Seller contained in this Agreement. The obligations of Purchaser set forth in this Section 8.1 shall survive the termination of this Agreement.

8.2 Default by Seller. The parties acknowledge that in the event of a default by Seller, Purchaser's actual damages would be extremely difficult or impracticable to determine; therefore, the parties agree that the amount of the Earnest Money, together with (a) all interest earned thereon and (b) the sum of $5,000.00 has been agreed upon, as the parties' reasonable estimate of Purchaser's damages, and should Seller default, and should any such default continue for five (5) Business Days after the date of written notice (which written notice shall detail such default), Purchaser shall be entitled to Terminate this Agreement by written notice to Seller of such termination and the Earnest Money deposited hereunder by Purchaser, together with the sums listed in (a) and (b) above, shall be returned to Purchaser and such shall be Purchaser's sole and exclusive remedy at law or in equity for any default by Seller under this Agreement.

8.3 Return/Delivery of Earnest Money. In the event the Earnest Money is returned to the Purchaser, as provided in Section 8.2 above, or delivered to the Seller, as provided in Section 8.1 above, upon the return or delivery of the same, the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for the obligations specified in Section 4.2, Section 4.3, Section 4.4 and Section 10.2 hereof.

Nothing set forth herein shall release Purchaser from its obligations and indemnifications set forth in Section 4.2, Section 4.3, Section 4.4, and Section 10.2 of this Agreement.

Purchaser's Initials __________

9. FUTURE OPERATIONS

9.1 Future Operations. From the date of this Agreement until the Closing or earlier termination of this Agreement, Seller will (a) maintain the Property in a manner consistent with Seller's past practices with respect to the Property, and (b) promptly advise Purchaser of any litigation, arbitration or administrative hearing condemnation or damage or destruction concerning the Property arising or threatened of which Seller has written notice.

9.2 Trade Fixtures and Equipment. Purchaser acknowledges that Seller is currently operating a banking facility on the Property. Seller shall be entitled, at Seller's option, to remove from the Property all trade fixtures, equipment, ATMs, furniture, furnishings, artwork, appliances, supplies, records, documents, cash, coin, and other items of moveable personal property relating to the operation of Seller's business that may be situated upon the Property (including, without limitation, all safes, vaults, vault doors, signage, pylons, alarms and security equipment, auxiliary generators, cubicles and removable partitions, computers and computer-related equipment, telecommunication equipment, halon systems, draperies, and decorations), and such items removed by Seller shall be excluded from the Improvements and Tangible Personal Property to be conveyed hereunder and shall remain the property of Seller. Seller shall have no obligation to repair any damage to the Property caused by the removal of such items, and Purchaser shall accept the Property in its then-existing condition at Closing.

9.3 Customer Information. Notwithstanding anything contained in this Agreement to the contrary, no computer servers, desktop stations, laptops, files, documents, records or other personal property which could reasonably be expected to contain customer information, proprietary information or other confidential information (collectively, the "**Protected Items**") shall become the property of or shall be disposed of by Purchaser. In the event any Protected Items remain on the Property after Closing, Purchaser shall notify Seller immediately and shall promptly provide access during normal business hours for Seller to retrieve said items; it being acknowledged by both Purchaser and Seller that such items may contain sensitive, confidential and/or proprietary information which is subject to federal and/or state regulations as to ownership, possession, storage, disposal, removal or other handling. Further, Purchaser shall not make any copies of the information contained in the Protected Items, nor display or disseminate the Protected Items or the information contained therein to any third parties. Purchaser agrees that it will not contact any media outlet or other third party to publicize any Protected Items left on the Property. Upon request, Purchaser shall execute a certificate in a form prepared and provided by the Seller, attesting under penalty of perjury to the foregoing. This provision shall survive Closing.

10. MISCELLANEOUS

10.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; or (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation or UPS, addressed to such party at the address specified below. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section 10.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

Purchaser's Initials ___________

IF TO SELLER: Bank of America, National Association
Real Estate Services
Two Smith St.
Mail Code MA6-152-02-01
Wakefield, MA 01880
Attention: Kathleen M. Luongo (FL8-165)
Telephone: 781.756.4818
Email: kathleen.m.luongo@bofa.com

WITH A COPY TO: Katten Muchin Rosenman LLP
550 South Tryon St. – Suite 2900
Charlotte, NC 28202-4213
Attention: Jennifer Dunbar
Telephone: 704.344.3077
Email: jennifer.dunbar@katten.com

IF TO PURCHASER: City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Attn: Mayor - Nancy Miller
Telephone: (386) 763-5353
Fax: (386) 763-5360

WITH A COPY TO: Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, FL 32789
Attn: Gretchen R. H. "Becky" Vose
Telephone: (407) 645-3735
Fax: (407) 628-5670

IF TO ESCROW AGENT/
TITLE COMPANY: First American Title Insurance Company
201 South College St., Suite 1440
Charlotte, NC 28244
Attn: Jarrett Hayes
Telephone: 704.405.3209
Email: jahayes@firstam.com

10.2 Real Estate Commissions. Seller agrees to pay Jones Lang LaSalle ("**Broker**"), upon the closing of the transaction contemplated hereby, and not otherwise, a cash commission in accordance with a separate agreement between Seller and Broker. Purchaser agrees to pay any commission due Purchaser's broker, if applicable. Purchaser acknowledges that Seller has no obligations, either express or implied, to Purchaser's broker and that this Agreement shall not create any privity of contract between Seller and Purchaser's broker.

As used herein, "**Acquisition Fees**" shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property including real estate commissions, selection fees, nonrecurring management and startup fees, development fees or any other fee of similar nature. Seller

Purchaser's Initials __________

and Purchaser each hereby agree to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction, arising by, through or under the indemnifying party, and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section 10.2. This indemnification agreement of the parties shall survive the Closing.

10.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein, as this Agreement supersedes all prior negotiations or agreements between Seller and Purchaser with respect to the subject matter hereof, including, but not limited to, any term sheet, letter of intent, or other communication.

10.4 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

10.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.6 Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the state in which the Property is located, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.7 Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located and the laws of the United States pertaining to transactions in such State. For any controversy hereunder, the parties shall submit the venue to a court of competent jurisdiction in the county in which the Property is located. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

10.8 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser shall not assign Purchaser's rights under this Agreement without the prior written consent of Seller, which may be denied in Seller's sole discretion. In the event any assignment of rights is approved and the Property is conveyed to an assignee of Purchaser, such assignment and conveyance shall not alter, impair or relieve either Purchaser or such assignee from the waivers, acknowledgments, assumptions and agreements of Purchaser set forth herein, all of which are binding upon the assignee of Purchaser, and all of which are expressly assumed by such assignee as among the obligations and liabilities which survive the Closing by the closing of the transaction and acceptance of the Deed.

10.9 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

Purchaser's Initials ___________

10.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

10.11 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

10.12 Date of this Agreement. As used in this Agreement, the terms "date of this Agreement", "**Effective Date**", or "date hereof" shall mean and refer to the date on which Seller executes this Agreement.

10.13 Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

(a) Exhibit A, the Land;
(b) Exhibit B, the Earnest Money Escrow Agreement Terms;
(c) Exhibit C, the Permitted Exceptions; and
(d) Exhibit D, the Bill of Sale.

10.14 Authority. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

10.15 Recordation; Publicity. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of the Seller and the Purchaser. In addition, from and after the effective date of this Agreement, whether this Agreement is closed or Terminated, neither Purchaser nor Seller shall make or permit to be made any public announcements or press releases concerning the existence of this Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein, without the prior written consent of Seller and Purchaser.

10.16 Confidentiality. The terms of this Agreement shall remain confidential, except to the extent disclosure is required by the Federal Reserve or other governmental authorities or required in order to close the transactions contemplated in this Agreement. From and after the date of this Agreement, except with the prior written consent of the other party, neither Purchaser nor Seller shall prior to Closing make or permit to be made any public announcements or press releases concerning this Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein. After the Closing, the parties will agree on the information contained in any press release or announcement as to the Closing of the transaction contemplated by this Agreement. This provision shall survive the Closing of this Agreement.

10.17 Section 1031 Exchange. Either Seller or Purchaser shall have the right to treat this Property as part of a tax-deferred like-kind exchange under Section 1031 of the Internal Revenue Code and, to that end, shall have the right to assign or otherwise alter this Agreement in order to accomplish that objective, provided the net economic effect (including the date of Closing and the exposure of the parties to liability) shall be essentially the same as under this original Agreement.

10.18 Digital Image; Facsimile Execution. A facsimile, digital or electronic copy (such as a pdf or other computer image) of this Agreement or any of the documents to be delivered at Closing under Section 6.5 and 6.6, and any signatures thereon, shall be considered for all purposes as originals when delivered and shall be valid and effective to bind the party so signing when delivered and released by the party so signing. The parties agree to accept a digital image of this Agreement or any of the documents to be delivered at Closing under Section 6.5 and 6.6, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations, and to the extent permitted by a court with proper jurisdiction. Notwithstanding the foregoing, originals of the Deed and any local filings related thereto that are required to be recorded or filed as original signed copies shall be delivered in accordance with Article 6.

10.19 Economic Sanctions Compliance. Purchaser represents that neither Purchaser nor any of its subsidiaries or, to the knowledge of the Purchaser, any director, officer, employee, agent, affiliate or representative of the Purchaser is an individual or entity ("**Person**") currently the subject of any sanctions administered or enforced by the *United States Department of Treasury's Office of Foreign Assets Control* ("**OFAC**"), or other relevant sanctions authority (collectively, "**Sanctions**"), nor is Purchaser located, organized or resident in a country or territory that is the subject of Sanctions; and Purchaser represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions.

10.20 Employee and Insiders Representation. If Purchaser is or includes an individual person, Purchaser represents and warrants that it is not an employee or a spouse, domestic partner or dependent child of an employee of Seller and that no employee or spouse, domestic partner or dependent child of Seller has a controlling interest in Purchaser. If Purchaser is or includes an entity (such as a limited liability company, partnership, corporation), Purchaser represents and warrants that no employee or spouse, domestic partner or dependent child of Seller has a controlling interest in Purchaser. If Purchaser is or includes a trust, Purchaser represents and warrants that neither Purchaser nor any trustee or beneficiary of Purchaser is an employee or spouse, domestic partner or dependent child of an employee of Seller and that no employee or spouse, domestic partner or dependent child of Seller has a controlling interest in Purchaser. Without limiting the foregoing, the Prohibition on the Purchase of Property by Bank of America Employees and Insiders Policy ("**Policy**") prohibits Bank of America employees and their spouses or domestic partners or dependent children that live with the employee, or any other person residing in the household who derives his or her primary means of financial support from the employee (herein, referred to as "**Household Members**") from purchasing Bank Controlled Properties. The prohibition applies as well to directors, executive officers and any principal shareholders of Bank of America (together referred to as "**Insiders**" and defined further in the Regulation O policy). Per Regulation O, Insiders are further defined as a Director, Regulation O Executive Officer, or a Related Interest of Bank of America, National Association. Related Interests are further defined as a company, partnership, or other legal entity that is controlled by an Insider, or a political or campaign committee that is controlled by or that benefits that Insider. Control is defined generally as the ability to vote 25% or more of any class of voting securities of an entity, the ability to control the election of a majority of the directors of an entity, or the ability to exercise a controlling influence over the management or policies of an entity. Purchaser represents and warrants that the transaction contemplated by this Agreement does not violate the Policy.

Purchaser's Initials ___________

10.21 Attorney Consultation. Purchaser acknowledges and agrees that it has either (a) executed and delivered this Agreement only after review by, and consultation with, an attorney selected by Purchaser, in order to allow Purchaser to be advised of the meaning and appropriateness of any of the terms of this Agreement, or (b) waived the right for such review and consultation, as Purchaser has determined that the terms of this Agreement are appropriate or that review by an attorney is not necessary for Purchaser to proceed in accordance herewith.

10.22 **Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

(SIGNATURES FOLLOW ON NEXT PAGE)

Purchaser's Initials ___________

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth beside their respective signatures.

SELLER:
BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association

DATE OF EXECUTION BY SELLER:	**By:** ____________________
	Name: Kathleen M. Luongo
	Title: Vice President
____________________, **202__**	**Date:** ____________________

PURCHASER:
City of Daytona Beach Shores, **a**
Municipality

DATE OF EXECUTION BY PURCHASER:	**By:** ____________________
	Name: Nancy Miller
March 8th, **2022**	**Title:** Mayor

ACKNOWLEDGMENT AND AGREEMENT BY THE ESCROW AGENT

The undersigned joins in execution of this Agreement for the purpose of acknowledging and agreeing to the terms and provisions of this Agreement relative to the obligations of Escrow Agent hereunder, including, without limitation, the Earnest Money Escrow Agreement Terms attached to this Agreement as Exhibit B.

Escrow Agent has not, as of the date hereof, received the Earnest Money, but on receipt thereof shall (a) hold the Earnest Money in accordance with this Agreement and the Earnest Money Escrow Agreement Terms attached to this Agreement as Exhibit B, and (b) issue an Earnest Money Receipt notice to Purchaser and Seller by email to the addresses noted herein.

	ESCROW AGENT:
DATE OF EXECUTION BY ESCROW AGENT:	FIRST AMERICAN TITLE INSURANCE COMPANY
__________________, 202__	By: ________________________________ Name: ___________________________ Title: ____________________________

ACKNOWLEDGMENT AND AGREEMENT BY PURCHASER'S BROKER

The undersigned joins in execution of this Agreement for the purpose of representing and warranting to Purchaser and Seller that the undersigned (i) is a duly licensed real estate broker under the real estate licensing act(s) of the State in which the Property is located and any applicable regulations, (ii) is duly authorized to earn and receive a commission in connection with the transaction evidenced by this Agreement, and (iii) acknowledges and agrees to the terms and provisions of Section 10.2 hereof, including, without limitation, the entitlement to commission only accruing upon a final closing of the transaction. The undersigned shall indemnify and hold Purchaser and Seller harmless from any loss, liability, damage, cost or expense (including attorneys' fees) resulting by reason of a breach of the representations and warranties made herein.

	PURCHASER'S BROKER:
DATE OF EXECUTION BY PURCHASER'S BROKER:	____
__________________, 202__	By: ________________________________ Name: ___________________________ Title: ____________________________

Purchaser's Initials __________

<u>EXHIBIT A</u>

LAND

Legal Description for the Land to be verified by title commitment and survey

Being that property located in the City of Daytona Beach, County of Volusia, State of Florida, described as follows:

Part of Lots 15 and 18 and all of Lots 16 and 17, Block "C", and part of Block "F", MCELROY'S BELLEVIEW, as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, and being more particularly described as follows:

From the Northwest corner of Lot 1, Block "C", run thence South 25 Degrees 7 Minutes East along the Easterly line of Block "C", a distance of 749.40 feet (prorated) to a point 0.13 feet Northerly of the Northeast corner of Lot 16; thence South 64 Degrees 53 Minutes 30 Seconds West a distance of 300.8 feet; thence South 25 Degrees 7 Minutes East a distance of 150 feet to a point 0.03 feet North of Southerly line of Lot 18 extended West; thence North 64 Degrees 53 Minutes 30 Seconds East parallel to said line a distance of 300.8 feet to the East line of Block "C"; thence North 25 Degrees 7 Minutes West along said Easterly line a distance of 150 feet to the POINT OF BEGINNING.

Address: 3046 S. Atlantic Ave., Daytona Beach, FL 32118
Volusia County Tax Parcel No. 532706030160; Township 15; Range 33; Section 27; Subdivision 06; Block 03; Lot 0160

Purchaser's Initials ___________

EXHIBIT B

EARNEST MONEY ESCROW AGREEMENT TERMS

These Earnest Money Escrow Agreement Terms are made by and among the Seller, Purchaser, and Escrow Agent referenced in the Purchase and Sale Agreement (the "**Agreement**").

RECITALS

Seller and Purchaser have entered into the Agreement concerning Property referenced in the Agreement.

In connection with the Agreement, Seller and Purchaser have requested Escrow Agent to receive funds to be held in escrow and applied in accordance with the terms and conditions of this Escrow Agreement.

NOW THEREFORE, in consideration of the above recitals, the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. ESCROW AGENT. First American Title Insurance Company hereby agrees to act as Escrow Agent in accordance with the terms and conditions hereof.

2. INITIAL DEPOSIT/ADDITIONAL DEPOSITS. Escrow Agent shall receive an initial deposit in the amount set forth in Section 3.1 of the Agreement. Any additional amounts deposited with Escrow Agent shall be added to the initial deposit and together with the initial deposit and all interest and other earnings thereon shall be referred to herein collectively as the "**Escrow Fund**".

3. DEPOSITS OF FUNDS. All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may initially deposit such funds in its custodial or escrow accounts which may result in the funds being commingled with escrow funds of others for a time; however, as soon as the Escrow Fund has been credited as collected funds to Escrow Agent's account, then Escrow Agent shall immediately deposit the Escrow Fund into an interest bearing account with any reputable trust company, bank, savings bank, savings association, or other financial services entity approved by Seller and Purchaser, not to be unreasonably withheld. Deposits held by Escrow Agent shall be subject to the provisions of applicable state statutes governing unclaimed property. Seller and Purchaser will execute the appropriate Internal Revenue Service documentation for the giving of taxpayer identification information relating to this account. Seller and Purchaser do hereby certify that each is aware the Federal Deposit Insurance Corporation coverages apply to a maximum amount of $250,000.00 per depositor. Further, Seller and Purchaser understand that Escrow Agent assumes no responsibility for, nor will Seller or Purchaser hold same liable for any loss occurring which arises from a situation or event under the Federal Deposit Insurance Corporation coverages.

   3.1. All interest will accrue to and be reported to the Internal Revenue Service for the account of Purchaser, at the address set forth in Section 10.1 of the Agreement, Tax Identification No: ___________.

   3.2. Escrow Agent shall not be responsible for any penalties, or loss of principal or interest, or any delays in the withdrawal of the funds which may be imposed by the depository institution as a result of the making or redeeming of the investment pursuant to Seller and Purchaser instructions.

Purchaser's Initials ___________

4. DISBURSEMENT OF ESCROW FUND. Escrow Agent may disburse all or any portion of the Escrow Fund in accordance with and in reliance upon written instructions from both Seller and Purchaser. The Escrow Agent shall have no responsibility to make an investigation or determination of any facts underlying such instructions or as to whether any conditions upon which the funds are to be released have been fulfilled or not fulfilled, or to whom funds are released. If Escrow Agent receives a notice from Seller or Purchaser that the Agreement has been Terminated other than pursuant to Section 8.2 of the Agreement on account of Seller's default, Escrow Agent shall immediately deliver all of the Escrow Fund to Seller. If Escrow Agent receives a notice from Seller or Purchaser that the Agreement has been Terminated, Escrow Agent shall immediately deliver all of the Escrow Fund to Seller. Escrow Agent shall release the Escrow Fund to Seller without the consent of Purchaser or notice to Purchaser.

5. DEFAULT AND/OR DISPUTES. In the event any party to the transaction underlying this Agreement shall tender any performance after the time when such performance was due, Escrow Agent may proceed under this Agreement unless one of the parties to this Agreement shall give to the Escrow Agent written direction to stop further performance of the Escrow Agent's functions hereunder. In the event written notice of default or dispute is given to the Escrow Agent by any party, or if Escrow Agent receives contrary written instructions from any party, the Escrow Agent will promptly notify all parties of such notice. Thereafter, Escrow Agent will decline to disburse funds or to deliver any instrument or otherwise continue to perform its escrow functions, except upon receipt of a mutual written agreement of the parties or upon an appropriate order of court. In the event of a dispute, the Escrow Agent is authorized to deposit the escrow into a court of competent jurisdiction for a determination as to the proper disposition of said funds. In the event that the funds are deposited in court, the Escrow Agent shall be entitled to file a claim in the proceeding for its costs and counsel fees, if any. Notwithstanding the foregoing, if Escrow Agent receives a notice from Seller that the Agreement has been Terminated based on Purchaser's default, in accordance with Section 8.1 of the Agreement, Escrow Agent shall immediately deliver all of the Escrow Fund to Seller without the consent of Purchaser or notice to Purchaser.

6. PERFORMANCE OF DUTIES. In performing any of its duties under this Agreement, or upon the claimed failure to perform its duties hereunder, Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may occur as a result of Escrow Agent so acting, or failing to act; provided, however, Escrow Agent shall be liable for damages arising out of its willful default or gross negligence under this Agreement. Accordingly, Escrow Agent shall not incur any such liability with respect to (i) any good faith act or omission upon advice of counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent hereunder, or (ii) any good faith act or omission in reliance upon any document, including any written notice or instructions provided for in the Agreement, not only as to its due execution and to the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the proper person or persons and to conform with the provisions of this Agreement.

7. LIMITATIONS OF LIABILITY. Escrow Agent shall not be liable for any loss or damage resulting from the following:

   7.1. The effect of the transaction underlying this Agreement including without limitation, any defect in the title to the real estate, any failure or delay in the surrender of possession of the property, the rights or obligations of any party in possession of the property, the financial status or insolvency of any other party, and/or any misrepresentation of fact made by any other party;

Purchaser's Initials ___________

7.2. The default, error, act or failure to act by any other party to the escrow;

7.3. Any loss, loss of value or impairment of funds which have been deposited in escrow while those funds are in the course of collection or while those funds are on deposit in a depository institution if such loss or loss of value or impairment results from the failure, insolvency or suspension of a depository institution;

7.4. Any defects or conditions of title to any property that is the subject of this escrow provided, however, that this limitation of liability shall not affect the liability of First American Title Insurance Company under any title insurance policy which it has issued or may issue. NOTE: No title insurance liability is created by this Agreement.

7.5. Escrow Agent's compliance with any legal process including but not limited to, subpoena, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

8. HOLD HARMLESS. Purchaser and Seller shall indemnify the Escrow Agent and hold the Escrow Agent harmless from all damage, costs, claims and expenses arising from performance of its duties as Escrow Agent including reasonable attorneys' fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent.

9. RELEASE OF PAYMENT. Payment of the funds so held in escrow by the Escrow Agent, in accordance with the terms, conditions and provisions of this Escrow Agreement, shall fully and completely discharge and exonerate the Escrow Agent from any and all future liability or obligations of any nature or character at law or equity to the parties hereto or under this Agreement.

10. NOTICES. Shall be sent in accordance with the within Agreement.

11. MISCELLANEOUS.

11.1. This Agreement shall be binding upon and inure to the benefit of the parties respective successors and assigns.

11.2. This Agreement shall be governed by and construed in accordance with the Laws of the State in which the Property is located.

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

11.4. Time shall be of the essence of this Agreement and each and every term and condition hereof.

11.5. In the event a dispute arises between Purchaser and Seller under this Agreement, the losing party shall pay the attorney's fees and court costs of the prevailing party.

Purchaser's Initials ___________

EXHIBIT C

PERMITTED EXCEPTIONS TO DEED

1. Rights of parties in possession, if any.

2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.

3. Defects, liens, encumbrances, adverse claims or other matters (a) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; (b) resulting in no loss or damage to the Grantee; or (c) attaching or created subsequent to the date hereof.

4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.

5. Any and all unrecorded leases, if any, and rights of parties therein.

6. Taxes and assessments for the year of closing and subsequent years.

7. All judgments, liens (excluding construction liens), assessments, code enforcement liens, encumbrances, declarations, mineral reservations, covenants, restrictions, reservations, easements, agreements and any other matters as shown on the public records.

8. Any state of facts which an accurate survey or inspection of the Property would reveal, including inland/tidal wetlands designation if applicable.

9. Any liens for municipal betterments assessed after the date of the within Agreement and/or orders for which assessments may be made after the date of the within Agreement.

10. Any minerals or mineral rights leased, granted or retained by current or prior owners, without right of entry.

11. Without limiting the foregoing, all covenants, conditions, restrictions and other matters of record recorded or filed in the applicable records of Volusia County, Florida, with respect to the real property conveyed hereby.

12. All exceptions and other matters shown on that First American Title Insurance Company Title Commitment No. NCS-401470-776A-NC, with an effective date of May 22, 2018 at 8:00 a.m.

Purchaser's Initials ___________

EXHIBIT D

FORM OF BILL OF SALE

BILL OF SALE AND ASSIGNMENT

FOR VALUE RECEIVED, BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association ("**Assignor**"), hereby, as of _________ ___, 202__, sells, bargains, conveys, assigns, transfers and sets over to ________________________, a ________________________ ("**Assignee**"), its successors and assigns forever, all of Seller's right, title and interest in and to the furniture, fixtures, equipment and other items of personal property, if any, owned by Seller (collectively, the "**Personal Property**"), all as located on or attached to the real estate and the building and improvements erected thereon located at 3046 South Atlantic Avenue, Daytona Beach, Florida (the "**Property**").

TO HAVE AND TO HOLD the above-mentioned Personal Property unto Assignee, its successors and assigns forever.

Assignor covenants, represents and warrants that it has good and legal title to the Personal Property free and clear of all claims, liens, security interests, charges and encumbrances, subject to the Permitted Exceptions shown in any public records or listed in the Deed from Assignor to Assignee of even date herewith conveying the Property, and that Assignor has the right to transfer and convey such title to the Personal Property to Assignee. All terms, covenants, representations and warranties contained herein shall be for and inure to the benefit of, and shall bind, the parties hereto and their respective successors and assigns.

Assignee takes the Personal Property "AS IS" and "WITH ALL FAULTS" and acknowledges that Assignor has not made and does not make any representations or warranties as to physical condition, operation, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose or any other matter.

Notwithstanding anything contained herein to the contrary, no computer servers, desktop stations, laptops, files, documents, records or other personal property which could reasonably be expected to contain customer information, proprietary information or other confidential information (collectively, the "**Protected Items**") shall become the property of or shall be disposed of by Assignee. In the event any Protected Items remain on the Property after closing, Assignee agrees to notify Assignor immediately and to promptly provide access during normal business hours for Assignor to retrieve said items; it being acknowledged by both Assignee and Assignor that such items may contain sensitive, confidential and/or proprietary information which is subject to federal regulations as to ownership, possession, storage, disposal, removal or other handling. Further, Assignee agrees not to make any copies of the information contained in the Protected Items, nor display or disseminate the Protected Items or the information contained therein to any third parties. Assignee agrees that it will not contact any media outlet or other third party to publicize any Protected Items left on the Property. In addition, upon request, Assignee agrees to execute a certificate in a form prepared and provided by the Assignor, attesting under penalty of perjury to the foregoing. This provision shall survive the Closing of the sale of the Property.

The parties agree to accept a digital image of this Bill of Sale and Assignment, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and the like statutes and regulations.

Purchaser's Initials ___________

IN WITNESS WHEREOF and intending to be legally bound hereby, the undersigned have executed this Bill of Sale and Assignment as of the date first set forth hereinabove.

ASSIGNOR:

BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association

By: ______________________________

Name: Kathleen M. Luongo
Title: Vice President

ASSIGNEE:

______________________, a ______________________

By: ______________________________

Name: __________________________
Title: __________________________

CDS COMMERCIAL DUE DILIGENCE SERVICES

1 TITLE DESCRIPTION

The Land referred to herein below is situated in the County of Volusia, State of Florida, and is described as follows:

Part of Lots 15 and 18 and all of Lots 16 and 17, Block "C", and part of Block "F", MCELROY'S BELLEVIEW, as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, and being more particularly described as follows: From the Northwest corner of Lot 1, Block "C", run thence South 25 Degrees 7 Minutes East along the Easterly line of Block "C", a distance of 749.40 feet (prorated) to a point 0.13 feet Northerly of the Northeast corner of Lot 16; thence South 64 Degrees 53 Minutes 30 Seconds West a distance of 300.8 feet; thence South 25 Degrees 7 Minutes East a distance of 150 feet to a point 0.03 feet North of Southerly line of Lot 18 extended West; thence North 64 Degrees 53 Minutes 30 Seconds East parallel to said line a distance of 300.8 feet to the East line of Block "C"; thence North 25 Degrees 7 Minutes West along said Easterly line a distance of 150 feet to the Point of Beginning.

The land shown in this survey is the same as that described in First American Title Insurance Company File No: NCS-401470-776-KCTY with an effective date of May 22, 2018 at 8:00 AM

2 TITLE INFORMATION

The Title Description and Schedule B items hereon are from First American Title Insurance Company File No: NCS-401470-776-KCTY with an effective date of May 22, 2018 at 8:00 AM

3 SCHEDULE 'B' ITEMS

NOTES CORRESPONDING TO SCHEDULE "B":

9 — Provisions of the Plat of MCELROY'S BELLEVIEW, recorded in Map **Book 11, Page 98** of the Public Records of Volusia County, Florida. **AFFECTS, NO PLOTTABLE EASEMENTS**

10 — Easement Agreement in favor of the City of Daytona Beach Shores recorded in Official Records **Book 817, Page 583**. **AFFECTS, PLOTTED HEREON**

11 — Easement in favor of Florida Power & Light Company recorded in Official Records **Book 1594, Page 464**. **AFFECTS, PLOTTED HEREON**

4 SURVEYOR CERTIFICATION

To:

BANK OF AMERICA, NATIONAL ASSOCIATION
FIRST AMERICAN TITLE INSURANCE COMPANY
COMMERCIAL DUE DILIGENCE SERVICES

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 13, 14, 16, 20, and 21(a) (Graphically depict in relation to the subject tract or property any offsite easements or servitudes benefitting the surveyed property and disclosed in Record Documents provided to the surveyor as part of the Schedule "A"). The fieldwork was completed on July 14, 2018.

Date of Plat or Map:

FAUN M. HOFFMEIER, P.S.M. LS 6552
H&H SURVEY CONSULTANTS, LLC LB 7821
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR

5 FLOOD INFORMATION

By graphic plotting only, this property is located in Zone "X" of the Flood Insurance Rate Map, Community Panel No. 12127C0386J which bears an effective date of 09/29/2017 and IS NOT located in a special flood hazard area. No field surveying was performed to determine this Zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

Zone "X" , defined as areas determined to be outside by the 0.2% annual chance floodplain.

6 CEMETERY

There is no visible evidence of cemeteries on the subject property at the time of survey.

Approved CDS Surveyor

Surveyors Name: Faun M. Hoffmeier, PSM
H & H Survey Consultants, LLC

Address: 131 W Broadway, Suite B
Oviedo, FL 32765

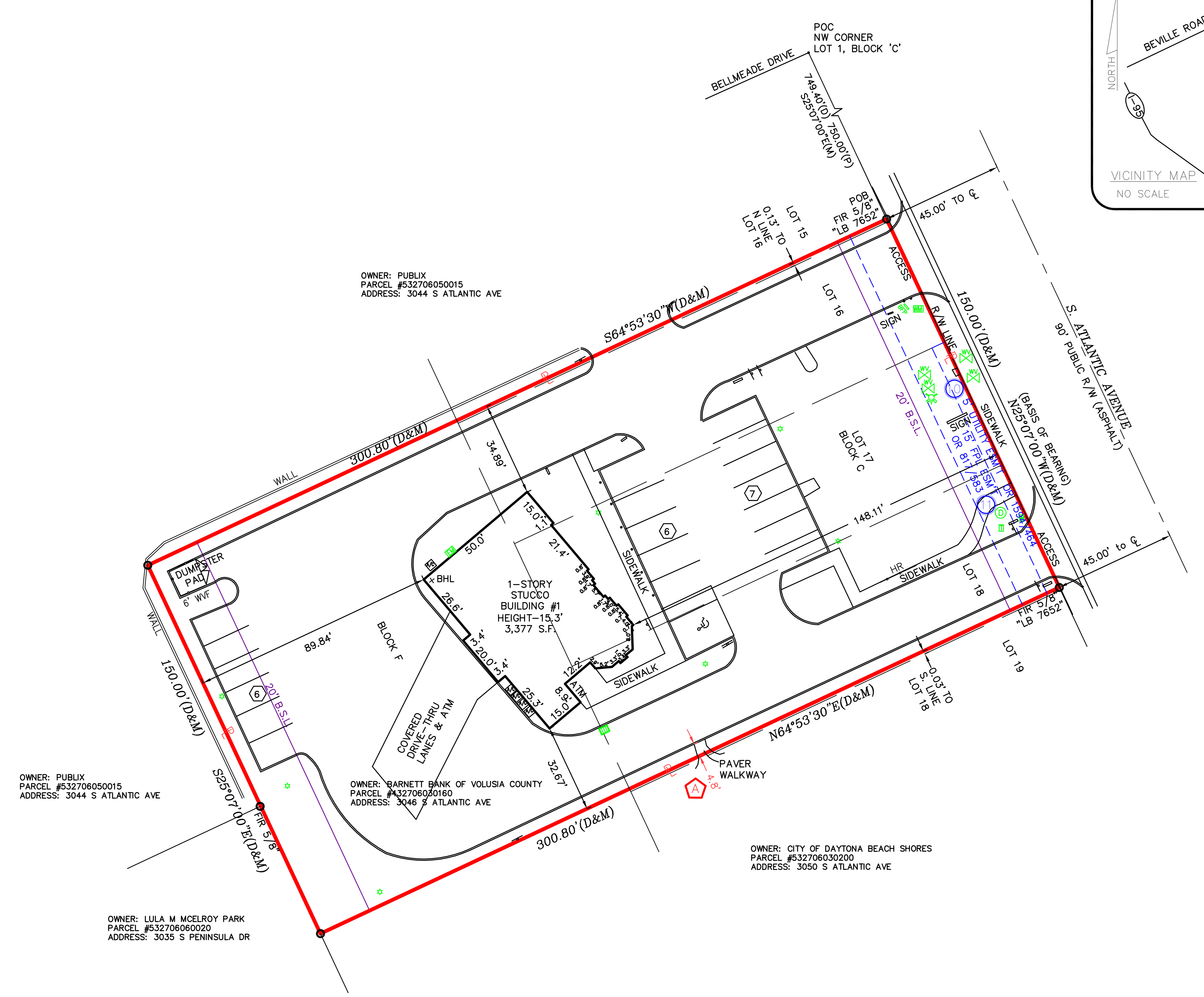
Telephone: 407-637-5571

e-mail: info@hnhsurvey.com

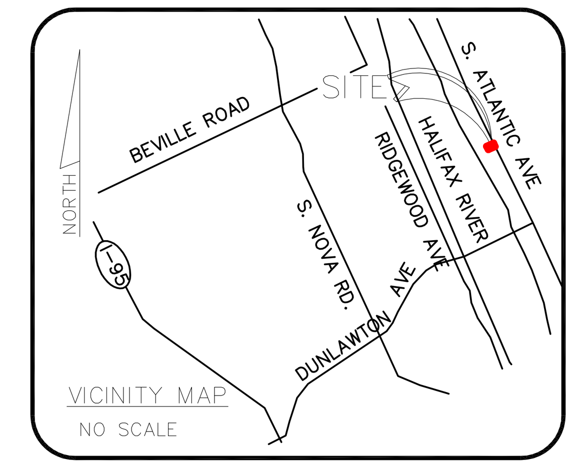
7 STATEMENT OF ENCROACHMENTS

A — PAVER WALKWAY ENCROACHES 4.8' INTO SOUTH LINE

19 SURVEY DRAWING



16 VICINITY MAP



17 NORTH ARROW / SCALE

SCALE : 1" = 30'

0 15 30 60

12 PARKING INFORMATION

18 REGULAR SPACES
1 HANDICAP SPACE
19 TOTAL SPACES

10 BASIS OF BEARINGS

The bearing N25°07'00"W being the Easterly line of Block C, was used as the Basis of Bearing for this survey. Said Easterly line, being shown on said map as N25°07'00"W - 150.00'.

11 SURVEYOR'S NOTES

1. No observable evidence of earth moving work, building construction or building additions within recent months.

2. No observable evidence of changes in street right of way lines completed, and available from the controlling jurisdiction and no observable evidence of recent street or sidewalk construction or repairs.

3. No observable evidence of site use as a solid waste dump, sump or sanitary landfill.

4. No observable evidence of oil drilling on site.

5. Property has direct physical access to S Atlantic Avenue, a public street.

6. All statements within the certification, and other references located elsewhere hereon, related to: utilities, improvements, structures, buildings, party walls, parking, easements, servitudes, and encroachments; are based solely on above ground, visible evidence, unless another source of information is specifically referenced hereon.

7. The right of way line and the property line are the same.

8. The area of parcel was calculated based on the dimensions of the property lines located in the field.

9. The property is 749.40' feet south of the intersection of Bellmeade Drive and S. Atlantic Ave.

13 LAND AREA

45,120 square feet or 1.04 Acres

14 BUILDING AREA

BUILDING #1- 3,377 square feet

15 BUILDING HEIGHT

BUILDING #1 - 15.3' 1-STORY

8 ZONING INFORMATION

THE SUBJECT PROPERTY IS ZONED AS FOLLOWS WITH THE CORRESPONDING STANDARDS:

Zoning District:	GC-2, Retail/Service Commercial District
Minimum Front Setback:	**20' minimum**
Minimum Side Setbacks:	**None**
Minimum Rear Setback:	**20' minimum**
Maximum Building Height:	**45 feet**
Minimum Lot Area:	**No Requirements Noted**
Maximum Width:	**No Requirements Noted**
Maximum Lot Depth:	**No Requirements Noted**
Maximum Floor Area Ratio:	**No Requirements Noted**
Maximum Coverage:	**35% maximum**
Parking Requirements:	**1 per 400 S.F. of GFA 9 Spaces**
Parking Current:	**19 Spaces Total**

ZONING PROVIDED BY:
COMMERCIAL DUE DILIGENCE
3550 WEST ROBINSON STREET, THIRD FLOOR
NORMAN, OK 73072
405-253-2444
CDS PROJECT #18-06-0385:003
DATED: JULY 17, 2018

ALL SETBACK LINES PER THE ABOVE ZONING STANDARDS GRAPHICALLY DEPICTED HEREON ARE ORIENTED WITH THE ASSUMPTION THAT THE FRONT OF THE PROPERTY FACES THE ROAD THAT CORRESPONDS WITH THE SUBJECT PROPERTY STREET ADDRESS. ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE CITY OF DAYTONA BEACH SHORES, FLORIDA BEFORE USE.

9 LEGEND

FIR	= FOUND IRON ROD	PL	= PROPERTY LINE
FIP	= FOUND IRON PIPE	℄	= CENTERLINE
SIR	= SET IRON ROD		= DRAINAGE GRATE
FND	= FOUND	WM	= WATER METER
CMON	= CONCRETE MONUMENT	EM	= ELECTRIC METER
PSM	= PROFESSIONAL SURVEYOR & MAPPER		= LIGHT POLE
ESM'T	= EASEMENT		= SIGN
CONC	= CONCRETE	BFP	= BACK FLOW PREVENTER
FPL	= FLORIDA POWER & LIGHT	WV	= WATER VALVE
R/W	= RIGHT OF WAY		= FIRE HYDRANT
LB	= LICENSED BUSINESS	D	= DRAINAGE MANHOLE
HR	= HANDRAIL	W	= WIRE PULL BOX (WPB)
PB	= PLAT BOOK	C	= CABLE RISER
PG	= PAGE	T	= TELEPHONE RIER
POB	= POINT OF BEGINNING	•	= BOLLARD
POC	= POINT OF COMMENCEMENT	9	= # OF PARKING SPACES
(M)	= FIELD MEASURED	BHL x	= BUILDING HEIGHT
(D)	= DEED DIMENSION		= HANDICAP PARKING

Sheet 1 of 1

Key to CDS ALTA Survey

1 TITLE DESCRIPTION
2 TITLE INFORMATION
3 SCHEDULE 'B' ITEMS
4 SURVEYOR CERTIFICATION
5 FLOOD INFORMATION
6 CEMETERY
7 POSSIBLE ENCROACHMENTS
8 ZONING INFORMATION
9 LEGEND
10 BASIS OF BEARING
11 SURVEYOR'S NOTES
12 PARKING INFORMATION
13 LAND AREA
14 BUILDING AREA
15 BUILDING HEIGHT
16 VICINITY MAP
17 NORTH ARROW / SCALE
18 CLIENT INFORMATION BOX
19 SURVEY DRAWING
20 PROJECT ADDRESS

18 ALTA/NSPS Land Title Survey

This survey prepared in accordance with the "2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" (Effective February 23, 2016)

This Work Coordinated By:
FA Commercial Due Diligence Services Co.

CDS COMMERCIAL DUE DILIGENCE SERVICES

3550 W. Robinson Street, Third Floor
Norman, Oklahoma 73072
Office: 405-253-2444
website: www.firstamcds.com
Toll Free: 888.322.7371

Drwn By: FMH	Date: 12/21/21 Revision: ADD POC & POB
Surveyor Ref.No: 18-06-093.dwg	Date: Revision:
Aprvd By: DWH	Date: Revision:
Field Date: JULY 14, 2018	Date: Revision:
Scale: 1"=30'	

Prepared For:

BANK OF AMERICA, NATIONAL ASSOCIATION

Client Ref. No: FL8-165

20 PROJECT ADDRESS

3046 S Atlantic Ave
Daytona Beach Shores, FL

Project Name:
BOA 2018 Portfolio

CDS Project Number:
18-06-0385:003

This survey coordinated, but not performed, by Commercial Due Diligence Services. Survey obtained from and certified to by a land surveyor licensed in the state property is located.

First American **Commitment**	ALTA Commitment for Title Insurance ISSUED BY **First American Title Insurance Company** File No: NCS-401470776A-NC

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements;
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I—Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No:NCS-401470776A-NC

Transaction Identification Data for reference only:

Issuing Office: 201 S. College Street, Ste. 1440, Charlotte, NC 28244

Issuing Office's ALTA ® Registry ID:

Issuing Office File Number.: NCS-401470776A-NC

Loan ID Number.:

Commitment Number.: NCS-401470776A-NC

Property Address: 3046 South Atlantic Avenue, Daytona Beach Shores,, FL 32118

Revision Number.:

SCHEDULE A

1. Commitment Date: May 22, 2018 at 8:00 AM

2. Policy or Policies to be issued: Proposed Amount of Insurance:

   a. ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications) — $1,000.00

      Proposed Insured: A natural person or legal entity to be determined

   b. ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications)

      Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple

4. The Title is, at the Commitment Date, vested in:

   Bank of America, N.A., as successor by merger to NationsBank, National Association, as successor by merger to Barnett Bank, National Association, as successor by merger to Barnett Bank of Volusia County, a Florida corporation

5. The Land is described as follows:

   See Exhibit "A" attached hereto and made a part hereof

First American Title Insurance Company
NATIONAL COMMERCIAL SERVICES

By: ______________________________________

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

First American Exhibit A	ISSUED BY **First American Title Insurance Company** File No: NCS-401470776A-NC

File No.: NCS-401470776A-NC

The Land referred to herein below is situated in the County of Volusia, State of Florida, and is described as follows:

PART OF LOTS 15 AND 18 AND ALL OF LOTS 16 AND 17, BLOCK "C", AND PART OF BLOCK "F", MCELROY'S BELLEVIEW, AS RECORDED IN MAP BOOK 11, PAGE 98, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF LOT 1, BLOCK "C", RUN THENCE SOUTH 25 DEGREES 7 MINUTES EAST ALONG THE EASTERLY LINE OF BLOCK "C", A DISTANCE OF 749.40 FEET (PRORATED) TO A POINT 0.13 FEET NORTHERLY OF THE NORTHEAST CORNER OF LOT 16; THENCE SOUTH 64 DEGREES 53 MINUTES 30 SECONDS WEST A DISTANCE OF 300.8 FEET; THENCE SOUTH 25 DEGREES 7 MINUTES EAST A DISTANCE OF 150 FEET TO A POINT 0.03 FEET NORTH OF SOUTHERLY LINE OF LOT 18 EXTENDED WEST; THENCE NORTH 64 DEGREES 53 MINUTES 30 SECONDS EAST PARALLEL TO SAID LINE A DISTANCE OF 300.8 FEET TO THE EAST LINE OF BLOCK "C"; THENCE NORTH 25 DEGREES 7 MINUTES WEST ALONG SAID EASTERLY LINE A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

Commitment No.: NCS-401470776A-NC

SCHEDULE B-I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   (a) Warranty Deed conveying the land from Bank of America, N.A., as successor by merger to NationsBank, National Association, as successor by merger to Barnett Bank, National Association, as successor by merger to Barnett Bank of Volusia County, a Florida corporation, to A natural person or legal entity to be determined. In connection with said deed, we will further require:

      1) Certified copy of a Board of Directors resolution setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing documents on behalf of the corporation;
      2) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation, together with examples of their signatures;
      3) The corporation must have been formed as of July 23, 1999 ,the date the corporation acquired title to the land;
      4) Certificate from the Secretary of State of said corporation's current good standing;
      5) If the property constitutes all or substantially all of the corporation's assets and the sale is not in the usual and regular course of the corporation's business, the Company shall further require shareholder approval for the transaction obtained in compliance with the procedure set out in §607.1202, F.S.; and
      6) The Company reserves the right to make such further requirements as it deems necessary after reviewing any of the documentation required above.

5. The actual value of the estate or interest to be insured must be disclosed to the Company and, subject to approval by the Company, entered as the amount of the Policy to be issued. Until the amount of the Policy to be issued shall be determined and entered as aforesaid, it is agreed by and between the Company, the applicant for this Commitment, and every person relying on this

Commitment, that the Company cannot be required to approve any such evaluation in excess of $1,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.

6. The Company is to be advised as to the identity and nature of the proposed insured under the owner's policy/mortgagor under the mortgage policy, and reserves the right to make such additional requirements as it may deem necessary.

7. Note: Items 1, 2, 3, 4, 5 and 6 of Schedule B, Section 2 of the Commitment, will be deleted from any policies issued pursuant thereto upon our review and acceptance of a survey acceptable to the Company, certified in accordance with Florida Statutes, or such other proof as may be acceptable to the Company, relating to any rights, interests or claims affecting the land which a correct survey would disclose, and an Affidavit of Possession and No Liens in accordance with Florida Statutes, and the Company's review of the potential exposure for construction liens. The Company reserves the right to include exceptions from coverage relating to matters disclosed by the survey or other proof, the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary.

8. Satisfactory evidence of payment of any municipal liens or assessments for public improvements or assessments, as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein. A municipal lien search will need to be ordered and will take 10 to 15 business days to complete. Suggested vendors are:
Abramowitz Tax & Lien Service, Inc.
816 South Military Trail
Deerfield Beach, FL 33442
phone: (954)480-6529
American Lien & Estoppel Services, LLC
6413 Congress Avenue, Ste 130
Boca Raton, FL 33487
phone: (561) 922-5305

9. Pay any and all taxes and/or assessments, levied and assessed against the Land, that are due and payable.

   Note: 2017 Real Estate taxes are PAID, in the gross amount of : $15,027.93, under Tax Parcel I.D. No.: 532706030160

10. Note: The Company reserves the right to make additional requirements as it may deem necessary.

FLORIDA RECORDING FEES:

Recording Fees: $10.00 for the first page / $8.50 each additional page
PLUS e-filing fee of $4.00 per document
PLUS $1.00 indexing fee for each name over 4

Deed Transfer Tax (called Documentary Stamp Tax): $.70 per $100 (rounded up to the nearest $100)

for all FL counties EXCEPT Miami-Dade where the rate for all property except single family residences is $10.50/$1000 (rounded to the nearest $100)

Mortgage Tax:	Comprised of 2 taxes: Documentary Stamp Tax PLUS Intangible Tax Documentary Stamp Tax: $.35/$100 (rounded up to the nearest $100) Intangible Tax: $2.00/$1000

In the case of taxes on Mortgage Modifications or Assumptions, please contact the assigned FL Underwriter.

FLORIDA RECORDING STANDARDS:

Margins - First Page:	Leave 3" x 3" right hand top margin blank; place name and address of preparer and return-to address in left hand 3"; all other margins: 1"
Margins - Add'l Pages:	1"
Paper Size:	Either 8.5" x 11" or 8.5" x 14"

Tax Parcel No.: Must be present on the face of all deeds.

Signatures: Names must be legibly printed, typed or stamped immediately beneath the signatures.

Addresses: The post office address of Grantor and Grantee must be legibly printed, typed or stamped within the document.

Witnesses: Two (2) witnesses are required on all conveyances of an interest in land. The name of each witness must be legibly printed, typed or stamped beneath the signatures.

Preparer/Return-to: The name, title and address of the person who prepared the document must be legibly printed, typed or stamped after the words "This document prepared by:" Also include a return-to address on the first page.

SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

7. Any minerals or mineral rights leased, granted or retained by current or prior owners, without right of entry.

8. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.

9. Provisions of the Plat of MCELROY'S BELLEVIEW, recorded in Map Book 11, Page 98 of the Public Records of Volusia County, Florida.

10. Easement Agreement in favor of the City of Daytona Beach Shores recorded in Official Records Book 817, Page 583.

11. Easement in favor of Florida Power & Light Company recorded in Official Records Book 1594, Page 464.

12. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:
To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:
To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

McElroy's Belleview,

Volusia County, Florida.

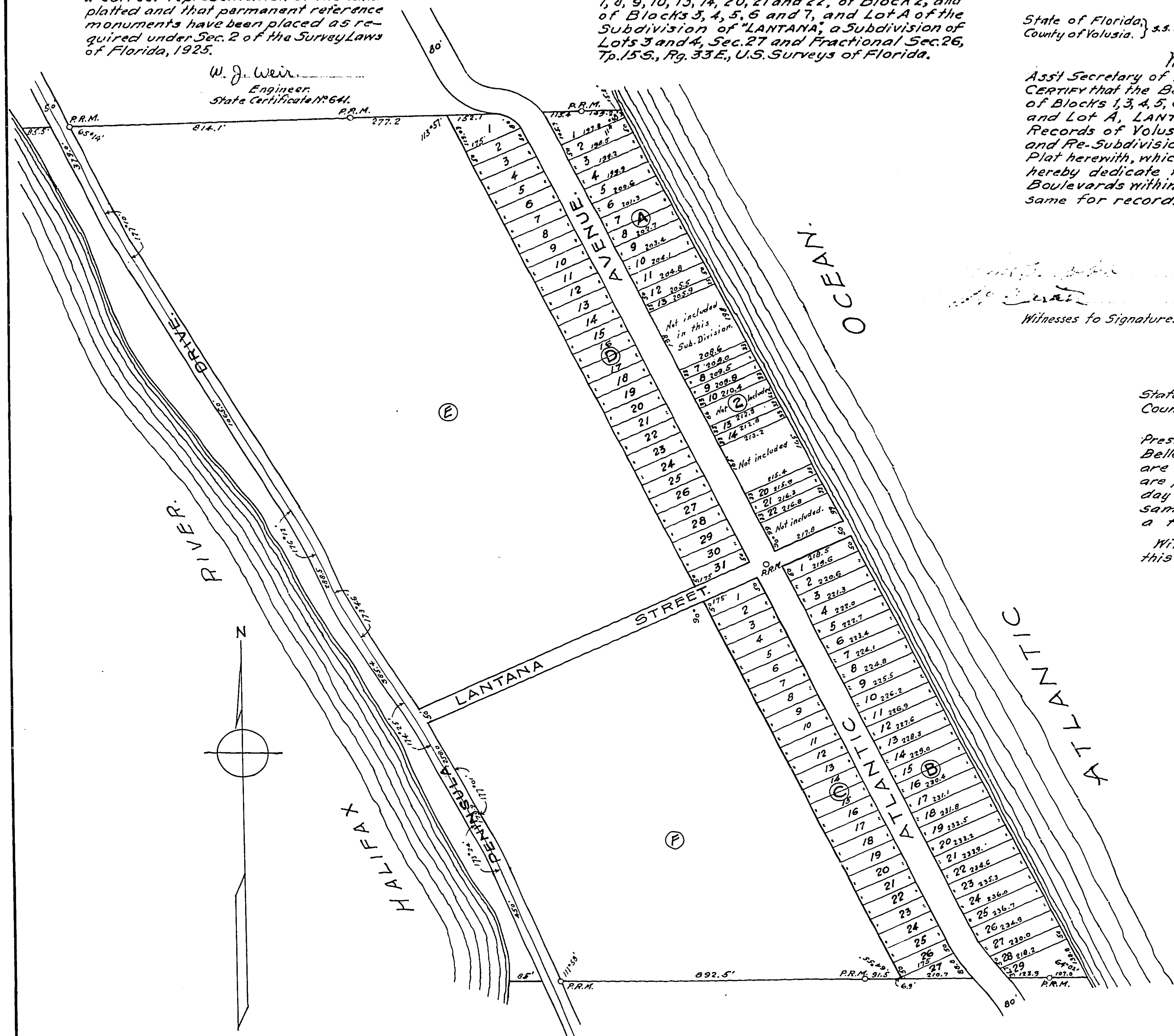
Scale, 1" = 200'. *July 1931.*

W. J. Weir, Engineer,
Daytona Beach, Fla.

I HEREBY CERTIFY that this map is a correct representation of the land platted and that permanent reference monuments have been placed as required under Sec. 2 of the Survey Laws of Florida, 1925.

W. J. Weir
Engineer.
State Certificate No. 641.

A Resubdivision of Block 1, and Lots 7, 8, 9, 10, 13, 14, 20, 21 and 22, of Block 2, and of Blocks 3, 4, 5, 6 and 7, and Lot A of the Subdivision of "LANTANA", a Subdivision of Lots 3 and 4, Sec. 27 and Fractional Sec. 26, Tp. 15 S., Rg. 33 E., U.S. Surveys of Florida.



State of Florida }
County of Volusia } s.s.

We, Robert L. McElroy, President, and M. D. Kincaid, Ass't Secretary of the Bellemead Development Corporation, HEREBY CERTIFY that the Bellemead Development Corporation is the owner of Blocks 1, 3, 4, 5, 6 & 7 and Lots 7, 8, 9, 10, 13, 14, 20, 21, 22 & 26, Block 2, and Lot A, LANTANA, as recorded in Map Book 1, page 68, Public Records of Volusia County, Florida; that we have caused a Survey and Re-Subdivision of the said Lands to be made according to Plat herewith, which is correct to our best knowledge, and do hereby dedicate to public use all Streets, Avenues and Boulevards within the Property Lines of same and file the same for record.

Robert L. McElroy
President.

M. D. Kincaid
Ass't Secretary

Witnesses to Signatures.

SEAL

State of Florida }
County of Volusia } s.s.

I HEREBY CERTIFY that Robert L. McElroy, President, and M. D. Kincaid, Ass't Secretary of the Bellemead Development Corporation, whose names are signed to the foregoing Dedication, and who are personally known to me, came before me this day and acknowledged that they executed the same for the purposes therein expressed and as a free act and deed.

Witness my hand and seal this 1st day of Dec. 1931.

R. Smith
NOTARY PUBLIC

My Commission expires August 28 1935

Approved for Record
DEC 4 1931
Clifford Botts
ACCREDITED REPRESENTATIVE
BOARD OF COUNTY COMMISSIONERS
VOLUSIA COUNTY, FLA.

Certified in compliance with Survey Laws of 1925 and filed for record this DEC 4 1931
Dewey D. Jordan
Clerk Circuit Court
Clifford Botts D.C.

21637

OFF REC 817 PAGE 583

EASEMENT AGREEMENT

BELLEMEAD DEVELOPMENT CORPORATION, a Delaware corporation, authorized to transact business in the State of Florida, grantor, does hereby grant and convey to the City of Daytona Beach Shores, a municipal corporation, its licensee, successors and assigns, grantee, for the sum of One ($1.00) Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, a right-of-way and easement for the installation and continued operation, maintenance, repair, alteration, inspection, and replacement of a water line under, in and across the following premises belonging to the grantor in Volusia County, State of Florida, as follows, to-wit:

> The Easterly 5.0 feet, as lies Westerly of the right-of-way of South Atlantic Avenue, of Lots 17 through 23, inclusive, Block "C", McElroy's Belleview, as recorded in Map Book 11, page 98, Public Records of Volusia County, Florida.

Together with the right of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

IN WITNESS WHEREOF, the grantor by its President and Assistant Secretary has executed this easement and the Assistant Secretary affixed the official corporate seal this 8th day of March, A. D. 1966.

BELLEMEAD DEVELOPMENT CORPORATION

By W. M. McElroy
President

Attest W. L. Birkfield Jr. (SEAL)
Asst. Secretary

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this 2d day of March, A. D. 1966, before me personally appeared W. R. McElroy and W. L. Brookfield, Jr., President and Assistant Secretary respectively of Bellemead Development Corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Daytona Beach in the County of Volusia and State of Florida the day and year last aforesaid.

Notary Public, State of Florida at Large. My commission expires:

FILED FOR RECORD
OFFICIAL RECORD VERIFIED
RECORDS BOOK PAGE 583

1966 MAR 14 AM 8 32

21037

26169 1594

EASEMENT

RWO/SIO/TWO ______________
ER No. ______________
Pole No. ______________

Section ______________
Township ______________
Range ______________

______________ 19 ____

FLORIDA POWER & LIGHT COMPANY
Miami, Florida

Gentlemen:

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement for the construction, operation and maintenance of ~~overhead and~~ underground electric utility facilities (including wires, ~~poles, guys~~, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

The Easterly 15 feet, as lies Westerly of the right of way of South Atlantic Avenue, of Block "D" and of Lots 1 to 22 inclusive, and Lot 23 except the Southerly 2.0 feet thereof, of Block "C", McElroy's Belleview, as per map in Map Book 11, page 98, Public Records of Volusia County, Florida. SUBJECT to Easement from Bellemead Development Corporation to City of Daytona Beach Shores dated March 8, 1966, recorded March 14, 1966, in Official Records Book 817, page 583, over the Easterly 5 feet as lies Westerly of the right of way line of South Atlantic Avenue of Lots 17 through 23 inclusive of Block "C", McElroy's Belleview.

~~and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.~~

~~The following rights are also granted to allow any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes; to ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.~~ WB

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on March, 19 73.

Signed, sealed and delivered in the presence of:

[signature]
[signature]
As to J. I. Merritt, Jr.,
[signature]
[signature]
As. W.L. [illegible] Brookfield, Jr.

Bellemead Development Corporation
By: [signature]
J.I. Merritt, Jr. PRESIDENT
ATTEST:
By: [signature] (SEAL)
Asst. SECRETARY

STATE OF FLORIDA AND COUNTY OF VOLUSIA

I HEREBY CERTIFY that before me, personally appeared W. L. BROOKFIELD, JR., Secretary of Bellemead Development Corporation a Corporation organized under the Laws of the State of Delaware, to me known to be the person described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 30th day of March 19 73.

[signature]
Notary Public, State of Florida at Large

My commission expires: Notary Public, State of Florida at Large My Commission Expires Mar. 3, 1975 Bonded by American Fire & Casualty Co.

FORM 1726A REV. 2/71

STATE OF NEW JERSEY
COUNTY OF BERGEN

I HEREBY CERTIFY that before me, personally appeared J. I. MERRITT, JR., President of Bellemead Development Corporation a Corporation organized under the Laws of the State of Delaware, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such offiers for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 30th day of March, A. D. 1973.

Eleanor M. Kopaitic
Notary Public, State of New Jersey

My commission expires: 9-4-77

BOOK 1592 PAGE 464

26169

26169

Mc ELROY'S BELLEVIEW,

VOLUSIA COUNTY, FLORIDA.

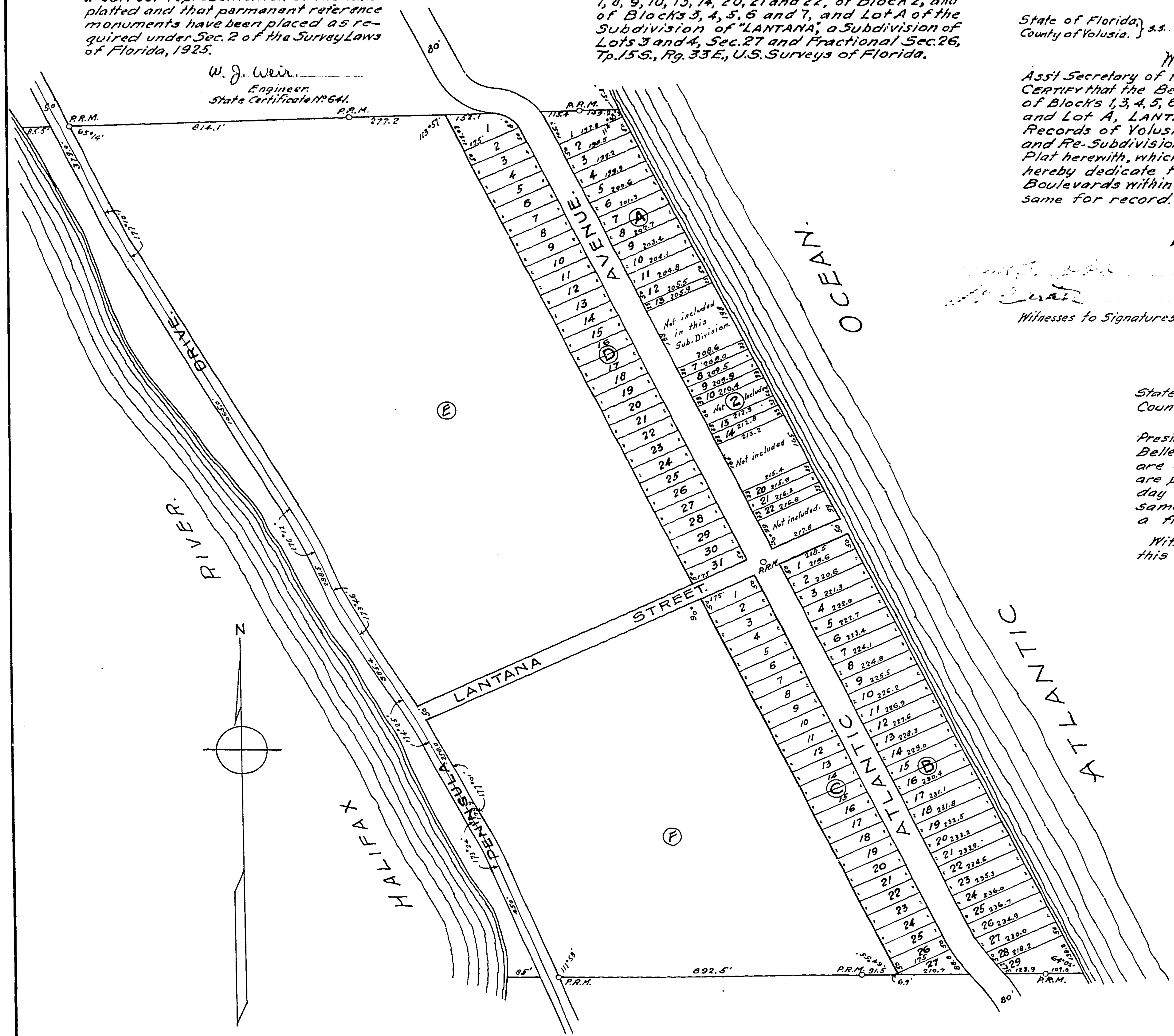
Scale, 1" = 200'. July 1931.

W. J. Weir, Engineer,
Daytona Beach, Fla.

I HEREBY CERTIFY that this map is a correct representation of the land platted and that permanent reference monuments have been placed as required under Sec. 2 of the Survey Laws of Florida, 1925.

W. J. Weir
Engineer.
State Certificate No. 641.

A Resubdivision of Block 1, and Lots 7, 8, 9, 10, 13, 14, 20, 21 and 22, of Block 2, and of Blocks 3, 4, 5, 6 and 7, and Lot A of the Subdivision of "LANTANA", a Subdivision of Lots 3 and 4, Sec. 27 and Fractional Sec. 26, Tp. 15 S., Rg. 33 E., U.S. Surveys of Florida.



State of Florida } s.s.
County of Volusia. }

We, Robert L. McElroy, President; and M. D. Kincaid, Ass't Secretary of the Bellemead Development Corporation, HEREBY CERTIFY that the Bellemead Development Corporation is the owner of Blocks 1, 3, 4, 5, 6 & 7 and Lots 7, 8, 9, 10, 13, 14, 20, 21, 22 & 26, Block 2, and Lot A, LANTANA, as recorded in Map Book 1, page 68, Public Records of Volusia County, Florida: that we have caused a Survey and Re-Subdivision of the said Lands to be made according to Plat herewith, which is correct to our best knowledge, and do hereby dedicate to public use all Streets, Avenues and Boulevards within the Property Lines of same and file the same for record.

Robert L. McElroy
President.

M. D. Kincaid
Ass't Secretary

SEAL

Witnesses to Signatures.

State of Florida } s.s.
County of Volusia }

I HEREBY CERTIFY that Robert L. McElroy, President, and M. D. Kincaid, Ass't Secretary of the Bellemead Development Corporation, whose names are signed to the foregoing Dedication, and who are personally known to me, came before me this day and acknowledged that they executed the same for the purposes therein expressed and as a free act and deed.

Witness my hand and seal this 1st day of Dec., 1931.

R. Smith
NOTARY PUBLIC

My Commission expires August 28 1935

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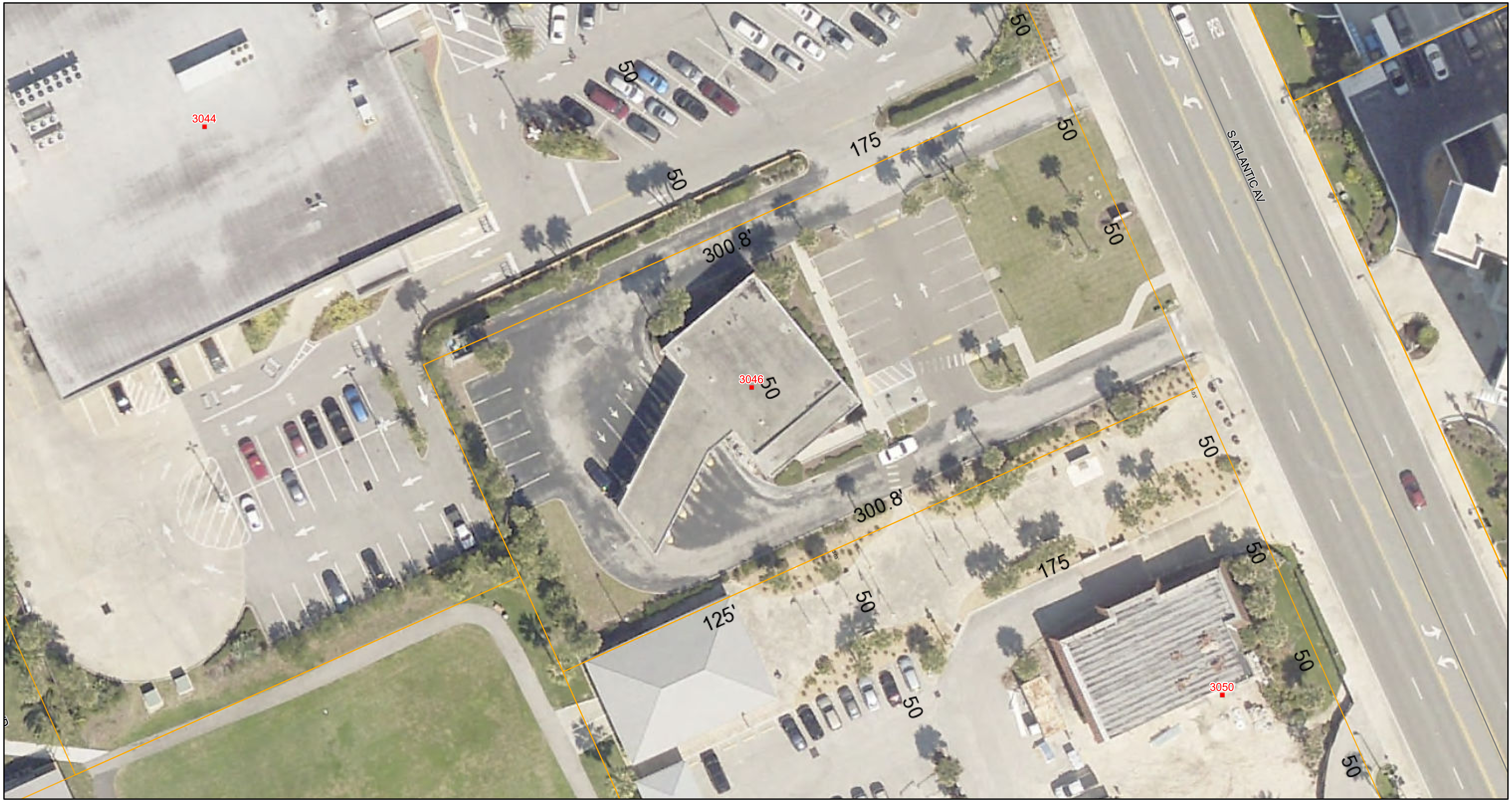
ACCREDITED REPRESENTATIVE
BOARD OF COUNTY COMMISSIONERS
VOLUSIA COUNTY, FLA.

Certified in compliance with Survey Laws of 1925 and filed for record this DEC 4 1931
Jesse D. Jordon
Clerk Circuit Court.
Clifford Botts

Volusia County Property Appraiser



12/18/2021, 7:31:02 PM

Address
Streets
Green: Band_2
Parcel Text
Aerials - Current (2021)
Blue: Band_3
Parcel
Red: Band_1

1:564

0 | 0.01 | 0.01 | 0.02 mi

0 | 0.01 | 0.01 | 0.03 km

Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS,

ArcGIS Web AppBuilder
VCPA 2021

Volusia County Property Appraiser

12/18/2021, 7:28:57 PM

Address

Parcel Text

Parcel

Streets

1:564

0 0.01 0.01 0.02 mi

0 0.01 0.01 0.03 km

Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS,

ArcGIS Web AppBuilder
VCPA 2021

First American Title™

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit https://www.firstam.com/privacy-policy/. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit https://www.firstam.com/privacy-policy/.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

First American Title™

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in https://www.firstam.com/privacy-policy. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

VOLUSIA COUNTY TAX BILL
NOTICE OF AD VALOREM AND NON-AD VALOREM ASSESSMENTS
2017 Paid Real Estate

Volusia County Revenue Division
123 W Indiana Avenue Room 103
DeLand FL 32720

PROPERTY ADDRESS: 3046 ATLANTIC
LEGAL DESCRIPTION: IRREG PARCEL IN PART OF LOT 15 & LOTS 16 & 17 & PART OF LOT 18 BLK C & IN BLK F MC ELROYS
See Additional Legal on Tax Roll

County of Volusia County of Volusia
Paid By
11/28/2017 $14,426.81
Effective Date 11/27/2017
Receipt # PT 1-17-00002853

4085548

BARNETT BANK OF VOLUSIA COUNTY
NC1-001-03-81
101 N TRYON ST
CHARLOTTE, NC 28255

PARCEL:	532706030160
ALTERNATE KEY:	4085548
MILLAGE CODE:	403
TAX YEAR:	2017

WALK-IN CUSTOMERS
PLEASE BRING ENTIRE NOTICE

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

PLEASE PAY ONLY ONE AMOUNT

If Postmarked By	Nov 30, 2017				
Please Pay	$0.00				

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
COUNTY	6.65200	692,359	0	692,359	4,605.57
VOLUSIA FOREVER	0.09050	692,359	0	692,359	62.66
VOLUSIA ECHO	0.20000	692,359	0	692,359	138.47
VOLUSIA FOREVER I&S 2005	0.10950	692,359	0	692,359	75.81
VOLUSIA COUNTY MOSQUITO CONTROL	0.18800	692,359	0	692,359	130.16
PONCE INLET PORT AUTHORITY	0.09290	692,359	0	692,359	64.32
SCHOOL	6.52000	692,359	0	692,359	4,514.18
DAYTONA BEACH SHORES	5.23000	692,359	0	692,359	3,621.04
DAYTONA BEACH SHORES I&S 2006	1.94000	692,359	0	692,359	1,343.18
ST JOHNS WATER MANAGEMENT DIST	0.27240	692,359	0	692,359	188.60
FLORIDA INLAND NAVIGATION DIST	0.03200	692,359	0	692,359	22.16
HALIFAX HOSPITAL AUTHORITY	0.37810	692,359	0	692,359	261.78
TOTAL MILLAGE RATE:	21.70540			**TOTAL TAXES:**	$15,027.93

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
		TOTAL ASSESSMENTS:	$0.00

TOTAL COMBINED TAXES AND ASSESSMENTS: $15,027.93

For additional information please see reverse side.

Pay online at volusia.county-taxes.com

Phone: 386-736-5938
Email: Revenue@volusia.org

VOLUSIA COUNTY TAX BILL
2017 Paid Real Estate

RETURN WITH PAYMENT

TAX YEAR: 2017

Make payment to: VOLUSIA COUNTY
Mail payment to:
VOLUSIA COUNTY REVENUE DIVISION
123 W Indiana Avenue Room 103
DeLand FL 32720
PAY IN U.S. FUNDS DRAWN ON A U.S. BANK

PARCEL : 532706030160 **ALT KEY:** 4085548

BARNETT BANK OF VOLUSIA COUNTY
NC1-001-03-81
101 N TRYON ST
CHARLOTTE, NC 28255

PROPERTY ADDRESS:
3046 ATLANTIC, DAYTONA BEACH SHORES

PLEASE PAY ONLY ONE AMOUNT

If Postmarked By	Please Pay
Nov 30, 2017	$0.00

TAXES BECOME DELINQUENT APRIL 1

4085548

Public Site
Paid 11/28/2017 Receipt # PT 1-17-00002853 $14,426.81 Effective Date 11/27/2017

Mail payment to:
Volusia County Revenue Division
123 W Indiana Avenue Room 103
DeLand FL 32720

Phone: 386-736-5938
Email: Revenue@volusia.org

For office hours and locations, please visit our website at volusia.org/revenue

NOTE: Canadian or Foreign checks not payable in U.S. funds and drawn from a U.S. bank will be rejected and returned.

IMPORTANT INFORMATION - PLEASE READ

If this parcel has been sold, please send this bill to the new owner or return it to the Volusia County Revenue Division immediately.

If the tangible personal property has been sold, please contact the Volusia County Revenue Division immediately. If the tangible personal property taxes are not paid, the property will be subject to seizure and sale at auction.

Unpaid taxes become delinquent April 1. On April 1, delinquent real estate parcels are assessed a minimum charge of 3% per Florida Statute.
The statement, "Prior year taxes are due. Please call (386) 736-5938." indicates that the parcel is delinquent.
Notice: Delinquent real estate parcels will incur an advertising fee, auction listing fee, and a tax certificate will be sold. When a tax certificate has been sold, certified funds are required for payment.

The Volusia County Revenue Division is responsible for the preparation and mailing of tax notices based on information contained on the current tax roll certified by the Volusia County Property Appraiser and Non-Ad Valorem assessments provided by the levying authorities. The Volusia County Revenue Division phone number is 386-736-5938 or email: Revenue@volusia.org.

The Volusia County Property Appraiser is responsible for the preparation of the current ad valorem tax roll, assessed value, exemptions, taxable value, assessed owner(s) name and mailing address, property address, and legal description. The Volusia County Property Appraiser's phone number is 386-736-5901 or email: vcpa@volusia.org.

The Taxing Authorities are responsible for setting Ad Valorem Millage Rates.

The Levying Authorities are responsible for setting Non-Ad Valorem Assessments. (Phone number provided on front of bill.)

Partial payments of current year taxes are available. Partial Payments are not eligible for discounts and incur a $10 processing fee for each payment. For more information regarding partial payments, please call the Volusia County Revenue Division at 386-736-5938 or email: Revenue@volusia.org.

Important Dates to Remember:

March 1	Deadline to file for exemptions for next tax year with the Volusia County Property Appraiser.
March 31	Deadline for Working Waterfront, Affordable Rental Housing, or Homestead Tax Deferral Application for current tax roll.
March 31	Last day for full tax payment without penalty or to make a partial payment.
April 30	Deadline for new quarterly installment plan applications for the next tax year.

BillExpress™

Receive tax bills via email. (ebills)

Sign up for BillExpress™ online at volusia.county-taxes.com.
Multiple email accounts can be associated with one parcel.
Multiple parcels can be tied to one email.
For assistance with multiple parcels, please call the Volusia County Revenue Division at 386-736-5938 or email: Revenue@volusia.org.

Pay

Online

Pay Online

volusia.county-taxes.com

Payment options available online:

E-check:

Use a checking account for a nominal fee.

Debit or Credit Card:

A convenience fee is charged by a third party provider.
The fee is a percentage of the total amount due.
American Express, Discover, MasterCard, and Visa

Checking Account Bill Pay:
Create a payee for Volusia County.
Use the parcel number or alternate key number as the account number.
Mail Payment to:
Volusia County Revenue Division
123 W Indiana Avenue Room 103
DeLand FL 32720

Volusia County Revenue Division

The Daytona Beach Tag/Tax Office is temporarily located at the West Concourse of the Ocean Center, 101 N. Atlantic Ave, Daytona Beach, FL 32118. The DeLand, Orange City, and New Smyrna Beach Offices are open.

386-736-5938
Revenue@volusia.org

Bill History — Real Estate Account At 3046 ATLANTIC, DAYTONA BEACH SHORES

Print this page

Real Estate Account #532706030160 **Parcel details** **Latest bill** Full bill history

Get Bills by Email

Amounts as of 06/21/2018

Bill	Balance			
2017 Annual Bill	$0.00	11/28/2017 *Effective 11/27/2017*	**Paid** $14,426.81 **Receipt #**PT 1-17-00002853	**Print (PDF)**
2016 Annual Bill	$0.00	11/23/2016	**Paid** $14,554.76 **Receipt #**115-16-00000681	**Print (PDF)**
2015 Annual Bill	$0.00	11/18/2015	**Paid** $14,652.19 **Receipt #**115-15-00000276	**Print (PDF)**
2014 Annual Bill	$0.00	11/24/2014	**Paid** $14,593.40 **Receipt #**113-14-00002071	**Print (PDF)**
2013 Annual Bill	$0.00	11/25/2013	**Paid** $14,452.55 **Receipt #**111-13-00001291	**Print (PDF)**
2012 Annual Bill	$0.00	11/16/2012	**Paid** $14,722.22 **Receipt #**114-12-00000241	**Print (PDF)**
2011 Annual Bill	$0.00	11/17/2011	**Paid** $16,328.30 **Receipt #**110-11-00000419	**Print (PDF)**
2010 Annual Bill	$0.00	11/19/2010	**Paid** $17,946.05 **Receipt #**113-10-00000142	**Print (PDF)**
2009 Annual Bill	$0.00	11/24/2009	**Paid** $21,115.21 **Receipt #**010-09-00002377	**Print (PDF)**
2008 Annual Bill	$0.00	11/19/2008	**Paid** $30,487.05 **Receipt #**2008-1003023	**Print (PDF)**
2007 Annual Bill	$0.00	11/21/2007	**Paid** $30,887.48 **Receipt #**2007-1002623	**Print (PDF)**
2006 Annual Bill	$0.00	11/22/2006	**Paid** $32,713.84 **Receipt #**2006-1002541	**Print (PDF)**
		Processed Refund:	**Amount** $1,707.57 **Refunding To** BANK OF AMERICA **Correction** 03/21/2007 **Refund Processed** 03/21/2007	
2005 Annual Bill	$0.00	12/09/2005 *Effective 11/30/2005*	**Paid** $20,344.66 **Receipt #**2005-8092420	**Print (PDF)**
2004 Annual Bill	$0.00	12/06/2004 *Effective 11/30/2004*	**Paid** $14,515.86 **Receipt #**2004-2001258	**Print (PDF)**
2003 Annual Bill	$0.00	12/03/2003 *Effective 11/30/2003*	**Paid** $12,374.36 **Receipt #**2003-1503738	**Print (PDF)**
2002 Annual Bill	$0.00	12/11/2002 *Effective 11/30/2002*	**Paid** $12,114.87 **Receipt #**2002-1204681	**Print (PDF)**
2001 Annual Bill	$0.00	12/07/2001 *Effective 11/30/2001*	**Paid** $12,025.39 **Receipt #**2001-2202397	**Print (PDF)**
2000 Annual Bill	$0.00	12/06/2000 *Effective 11/30/2000*	**Paid** $12,040.64 **Receipt #**2000-2503535	**Print (PDF)**
1999 Annual Bill	$0.00	12/07/1999 *Effective 11/30/1999*	**Paid** $11,717.73 **Receipt #**1999-2403040	**Print (PDF)**
Total Balance	**$0.00**			

VISA MasterCard AMERICAN EXPRESS Cards DISCOVER NETWORK e-check

Help - **Contact us** - **Terms of service** - **Revenue Division home**

2 7 5 2 1707

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

STATE OF FLORIDA
VOLUSIA COUNTY

FEE SIMPLE DEED

This Indenture Made the 22nd day of October 22, 1985 by FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of the Halifax National Bank of Port Orange, Florida, hereinafter called the grantor, to Barnett Bank of Volusia County, whose post office address is Post Office Box 990, Jacksonville, Florida 32231, hereinafter called the grantee. (Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid on or before the delivery of these presents, the receipt whereof is hereby acknowledged, hereby grants, sells, aliens, remises, releases, and transfers unto the grantee, all that certain land situated in Volusia County, Florida, viz:

PARCEL "A":
Lot 2 and the North 48 feet on the West line and the North 53 feet on the East line of Lot 16 and all of Lots 17 and 18, Block 1, ALLEN'S SUBDIVISION in the City of Port Orange, Florida, according to map recorded in Deed Book "T", page 415, Public Records of Volusia County, Florida.

PARCEL "B":
Part of Lots 15 and 18 and all of Lots 16 and 17, Block "C", and part of Block "F", McELROY'S BELLEVIEW, as recorded in Map Book 11, page 98, Public Records of Volusia County, Florida, and being more particularly described as follows: From the Northwest corner of Lot 1, Block "C", run thence S 25° 07' E along the Easterly line of Block "C", a distance of 749.40 ft. (prorated) to a point 0.13 ft. Northerly of the Northeast corner of Lot 16; thence S 64° 53' 30" W a distance of 300.8 ft.; thence S 25° 07' E a distance of 150 ft to a point 0.03 ft. North of Southerly line of Lot 18 extended West; thence N 64° 53' 30" E parallel to said line a distance of 300.8 ft. to the East line of Block "C"; thence N 25° 07' W along said Easterly line a distance of 150 ft. to the POINT OF BEGINNING.

PARCEL "C":
The Westerly 305 ft. of the North one-half (1/2) of Lot 3, Block 25, DUNLAWTON, according to map of Deed Book "M", page 187, of the Public Records of Volusia County, Florida, as measured from the Easterly boundary of the existing right-of-way of State Highway 5-A, as now laid out, also known as New Canal Road Truck Route.

This Deed is without warranties and Grantor does not warrant title to the real property hereby conveyed.

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

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

FILED FOR RECORD
RECORD VERIFIED
NOV 5 2 08 PM '85

116530

2752 1708

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

BOOK PAGE VOLUSIA COUNTY FLORIDA

IN THE PRESENCE OF:

Federal Deposit Insurance Corporation
as Receiver of
Halifax National Bank of Port Orange
Port Orange, Florida 32014

Witness

By Its Attorney In Fact:

Witness

A. J. Jarvis
Bank Liquidation Specialist In-Charge

STATE OF FLORIDA)
VALUSIA COUNTY)

The foregoing instrument was acknowledged before me this 22nd day of October, 1985 by A. J. Jarvis as attorney in fact on behalf of the Federal Deposit Insurance Corporation.

Notary Public
My Commission Expires:
NOTARY PUBLIC, State of Florida at Large.
My Commission Expires May 13, 1989
Bonded by AMERICAN PIONEER CASUALTY INS. CO.

This instrument prepared by:
Allan G. Overton, Esquire
Federal Deposit Insurance Corporation
233 Peachtree Street, N.E.
Suite 2000 - Harris Tower
Atlanta, Georgia 30043

116530

Mr. Sean Sullivan
Property Manager
Jones Lang LaSalle

Submitted Electronically: sean.sullivan@am.jll.com

Arcadis U.S., Inc.
3420 Toringdon Way
Suite 102
Charlotte
North Carolina 28277
Tel 704.752.4258
Fax 336.855.5648
www.arcadis.com

ENVIRONMENT

Subject:

Path of Construction Asbestos Survey
Bank of America – Daytona Beach Shores
3046 S. Atlantic Avenue
Daytona Beach, Florida 32118
Property ID: FL8-165

Date:
May 16, 2016

Contact:
Michael J. Ebel

Phone:
336.362.0315

Email:
michael.ebel@arcadis.com

Our ref:
HT125498.0000

Dear Mr. Sullivan:

Arcadis U.S., Inc. (Arcadis) conducted a Path of Construction (POC) asbestos survey of certain homogeneous applications (HAs) that may be impacted during the upcoming renovation project at the above-referenced site for Bank of America site. The project includes replacing the flooring throughout the facility. Arcadis' scope of work and the findings of POC survey are summarized below.

ASBESTOS SURVEY

Prior to commencement of the POC asbestos survey, Arcadis conducted a review of the existing asbestos data (if available) located in IDEA, Bank of America's environmental management database. Based on our review of this data, our understanding of the scope of work, and our observations of the area to be impacted by the project, the following HAs were observed and determined to be potentially impacted by the project.

- HA-1: White Gypsum Board located throughout.
- HA-2: White Joint Compound associated with HA-1.
- HA-4: Gray Floor Tile Grout located in the lobby.
- HA-6: Clear Carpet Mastic located in the lobby, offices, tellers area.
- HA-7: Peach Cove Base located throughout.
- HA-8: Yellow Cove Base associated with HA-7.
- HA-12: Brown 12' x 12' Vinyl Floor Tile located in the janitor and mechanical room.

- HA-13: Yellow Floor Tile Adhesive associated with HA-12.
- HA-14: Brown Linoleum Floor located in the break room.
- HA-16: White Interior Stucco located in the lobby column.
- HA-22: Gray Floor Tile Adhesive located in the lobby.
- HA-23: Tan 12' x 12' Ceramic Floor Tile located in the lobby.
- HA-24: Brown 12' x 12' Vinyl Floor Tile located in the lobby.
- HA-25: Yellow Floor Tile Adhesive associated with HA-24.

On April 21, 216 Mr. Robert G. Fischer visited the site to conduct the POC survey is a United States Environmental Protection Agency (U.S. EPA) Asbestos Hazard Emergency Response Act (AHERA)-accredited asbestos inspector. A copy of the inspector's asbestos qualifications is provided in Attachment A. During the survey, Arcadis assessed the HAs identified above and collected samples of suspect asbestos-containing materials (ACMs) for which previous data was not available. In total, 11 bulk samples were collected from suspect ACMs and submitted for laboratory analysis. The results of the POC survey are presented in the attachments to this report as follows.

- Attachment B – Homogeneous Application Table (HAT)
- Attachment C – Laboratory Analytical Reports and Chain of Custody Forms
- Attachment D – Sample Location Figures
- Attachment E – Photographic Log

The scope of this POC survey was limited to assessing suspect ACMs in the POC. If additional suspect ACMs not referenced in this report are encountered, the material(s) should be considered as ACM until sample collection and analysis prove otherwise prior to disturbance.

CONCLUSIONS

Each of the HAs observed during our POC survey that may be impacted by the project were confirmed to be either non-suspect ACM or non-ACM by laboratory analysis.

RECOMMENDATIONS

If any ACMs will be disturbed during the project, compliance with applicable federal, state, and local asbestos regulations (e.g. notification, control measures, air monitoring, etc.) is required. Contact the Property Manager or Bank of America's environmental consultant if you have questions or need assistance with this report or the asbestos data in the HAT.

CLOSING

The POC survey described herein was conducted by the undersigned. This investigation consisted solely of the activities described herein and is subject to the Limitations and Service Constraints in Attachment C.

Thank you for your time and consideration on this project. Please do not hesitate to call if you have questions regarding the results of this POC survey or if you require additional information.

Sincerely,

Arcadis U.S., Inc.
Florida Asbestos Bureau License ZA422

Robert Fischer

Robert G. Fischer
U.S. EPA AHERA Accredited Asbestos Inspector

Edward Hirshenson

Edward Hirshenson
Florida Asbestos Consultant AX82

Eddie Enriquez

Eddie R. Enriquez
Quality Control Reviewer

Attachments:

A Inspector Qualifications
B Homogeneous Application Table
C Laboratory Analytical Reports and Chain of Custody Forms
D Sample Location Figure
E Photographic Log
F Limitations and Service Constraints

ATTACHMENT A

Inspector Qualifications

M·E·T·A
Mayhew Environmental Training Associates
INCORPORATED

Certificate # ME23BA951D2FE04B8

Robert G. Fischer

has on 1/4/2016, in Jacksonville, FL
completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 USC 2646

4-hr. Asbestos Building Inspector Refresher

as approved by FL
and the US EPA under 40 CFR 763 (AHERA)
from 1/4/2016 to 1/4/2016 and passed the associated exam on 1/4/2016
with a score of at least 70%

Training Provider #: FL49-0001221
Course #: 160104ASBIRFL562

SSN: XXX-XX-6495
Expiration: 1/4/2017

Bill Young
Instructor

Thomas Mayhew
President

P.O. Box 4693 - Lawrence, KS. 66047 - 800.444.6382
www.metaenvironmental.net

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783
(850) 487-1395

HIRSHENSON, EDWARD
ARCADIS US INC
431 BUXTON LANE
EVANS GA 30809

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

AX82 ISSUED 10/29/2014

ASBESTOS CONSULTANT
HIRSHENSON, EDWARD
ARCADIS US INC

IS LICENSED under the provisions of Ch 469 FS.
Expiration date NOV 30, 2016 L1410290003817

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT

LICENSE NUMBER	
AX82	

The ASBESTOS CONSULTANT
Named below IS LICENSED
Under the provisions of Chapter 469 FS.
Expiration date: NOV 30, 2016

HIRSHENSON, EDWARD
ARCADIS US INC
1450 GREENE STREET, SUITE 220
AUGUSTA GA 30901

ISSUED: 10/29/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1410290003817

ATTACHMENT B

Homogeneous Application Table

Property ID	FL8-165
Address	3046 S. Atlantic Ave.
City	Daytona Beach Shores
State	FL
Report Date	5/16/2016
Survey Type	Path of Construction
Floors	1
Overwrite Existing HAT	Yes

Homogeneous Application Table

FL8-165

HA No.	Material Type	Primary Color	Texture	Material Description	Asbestos Result	Floor	Rooms	Location	Condition	Amt.	Units	Status	Modified Date	Description	PK	ModDate
1	M - Gypsum Board (walls and ceilings)	White	Smooth	Drywall	NAD (no asbestos detected)	1	Throughout	Wall	Good	4000	SF	n/a	*7/30/2010*			
2	M - Joint Compound (associated with wall/ceiling board/panels)	White	Smooth	Joint Compound Associated with HA 1	NAD (no asbestos detected)	1	Throughout	Wall	Good	4000	SF	n/a	*7/30/2010*			
3	S - Ceiling Plaster - Decorative Plaster	White	Rough	Ceiling Plaster	NAD (no asbestos detected)	1	Offices, Restrooms,Breakroom	Ceiling	Good	950	SF	n/a	*7/30/2010*			
4	M - Floor - Ceramic Tile - Grout	Gray	Rough	Tile Grout Associated with HA-23	NAD (no asbestos detected)	1	Lobby	Floor	Good	800	SF	Manage in-place	*7/30/2010*			
5	M - Ceiling Tile - Other Size	White	Not Applicable	2' x 2' Suspended Ceiling Tile	NAD (no asbestos detected)	1	Lobby	Ceiling	Good	1800	SF	n/a	*7/30/2010*			
6	M - Carpet Glue/Mastic	Clear	Rough	Carpet Mastic	NAD (no asbestos detected)	1	Lobby, Offices, Tellers Area	Floor	Good	2000	SF	n/a	*7/30/2010*			
7	M - Cove Base	Pink	Smooth	Peach Covebase	NAD (no asbestos detected)	1	Throughout	Wall	Good	100	SF	n/a	*7/30/2010*			
8	M - Cove Base Mastic	Yellow	Rough	Cove Base Mastic associated with HA-7	NAD (no asbestos detected)	1	Throughout	Wall	Good	100	SF	n/a	*7/30/2010*			
9	M - Wall Paper Adhesive	Yellow	Rough	Wall Paper Adhesive	NAD (no asbestos detected)	1	Throughout	Wall	Good	3000	SF	n/a	*7/30/2010*			
10	M - Caulking/Putties	Black	Rough	Not Suspect Window Caulk	Non-Suspect ACM, Not Sampled	1	Exterior	Wall	Good	1000	LF	n/a	*7/30/2010*			
11	M - Mastic/Skimcoat/Taping Compounds on Duct Insulation Seams	White	Rough	Duct Mastic	NAD (no asbestos detected)	1	HVAC, Vault	Multiple	Good	3	SF	n/a	*7/30/2010*			
12	M - Floor Tile - Other Size	Brown	Smooth	12" x 12" Vinyl Floor Tile	NAD (no asbestos detected)	1	Janitor, Mechanical Room	Floor	Damaged	200	SF	n/a	*7/30/2010*			
13	M - Floor Tile - Mastic/Adhesive	Yellow	Rough	Mastic Associated with HA-12	NAD (no asbestos detected)	1	Janitor, Mechanical Room	Floor	Damaged	200	SF	n/a	*7/30/2010*			
14	M - Floor - Vinyl Sheet Flooring (e.g. Linoleum)	Brown	Smooth	Linoleum	NAD (no asbestos detected)	1	Breakroom	Floor	Good	110	SF	n/a	*7/30/2010*			
15	M - Floor - Ceramic Tile - Grout	Brown	Rough	Ceramic Tile Grout	Assumed ACM, Not Sampled	1	Restrooms	Multiple	Good	270	SF	n/a	*5/15/2016*	*During the POC, it wwas observed that this HA lono longer there.*		
16	S - Interior Stucco	White	Rough	Interior Stucco	NAD (no asbestos detected)	1	Lobby Column	Wall	Good	120	SF	n/a	*5/15/2016*			
17	M - Exterior Stucco	White	Rough	Exterior Stucco	NAD (no asbestos detected)	1	Exterior	Wall	Good	4000	SF	n/a	*7/30/2010*			
18	T - HVAC Duct Insulation	Black	Rough	Black Foam Insulation	Non-Suspect ACM, Not Sampled	1	Exterior, HVAC	Multiple	Good	1000	LF	n/a	*7/30/2010*			
19	M - Caulking/Putties	White	Rough	Wall caulking associated with HVAC	NAD (no asbestos detected)	1	Exterior, HVAC	Other	Good	1	SF	n/a	*7/30/2010*			
20	T - Pipe Insulation - Straight Run (Corrugated Paper (Air-Cell), Mag Block, etc.)	White	Rough	Fiberglass with aluminum wrap	Non-Suspect ACM, Not Sampled	1	Janitor, Mechanical Room	Multiple	Damaged	500	LF	n/a	*7/30/2010*			
21	M - Mastic/Skimcoat/Taping Compounds on Duct Insulation Seams	Gray	Rough	Sink undercoating	ACM Non-Friable (>1%)	1	Breakroom	Other	Good	4	SF	Manage in-place	*7/30/2010*			
22	M - Floor - Ceramic Tile - Adhesive	Gray	Rough	Tile Adhesive Associated with HA-23	NAD (no asbestos detected)	1	Lobby	Floor	Good	800	SF	n/a	*5/15/2016*			
23	M - Floor - Ceramic Tile	Tan	Smooth	12" x 12" Ceramic Floor Tile	Non-Suspect ACM, Not Sampled	1	Lobby	Floor	Good	800	SF	n/a	*5/15/2016*			

Homogeneous Application Table

FL8-165

HA No.	Material Type	Primary Color	Texture	Material Description	Asbestos Result	Floor	Rooms	Location	Condition	Amt.	Units	Status	Modified Date	Description	PK	ModDate
24	M - Floor Tile - 12" x 12"	Brown	Smooth	12" x 12" Vinyl Floor Tile	NAD (no asbestos detected)	1	Restrooms	Floor	Good	165	SF	n/a	*5/15/2016*			
25	M - Floor Tile - Mastic/Adhesive	Yellow	Rough	Mastic Associated with HA-24	NAD (no asbestos detected)	1	Restrooms	Floor	Damaged	165	SF	n/a	*5/15/2016*			

Results of Sample Analyses

FL8-165

HA No.	Material Type	Id	Location	Content	Type	Friable	Sample Date	Consultant	Method	Lab	Comments / Details	PK	ModDate
1	M - Gypsum Board (walls and ceilings)	141570	BREAK ROOM CLOSET	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245442	8/19/14 15:39
1	M - Gypsum Board (walls and ceilings)	141571	JANITOR	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245443	8/19/14 15:40
1	M - Gypsum Board (walls and ceilings)	141572	SAFE DEPOSIT	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245444	8/19/14 15:43
2	M - Joint Compound (associated with wall/ceiling board/panels)	141573	BREAK ROOM CLOSET	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245445	8/19/14 15:48
2	M - Joint Compound (associated with wall/ceiling board/panels)	141574	JANITOR	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245446	8/19/14 15:52
2	M - Joint Compound (associated with wall/ceiling board/panels)	141575	SAFE DEPOSIT	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245447	8/19/14 15:52
3	S - Ceiling Plaster - Decorative Plaster	141576	BREAK ROOM	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245448	8/19/14 15:55
3	S - Ceiling Plaster - Decorative Plaster	141577	SAFE DEPOSIT	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245449	8/19/14 16:00
3	S - Ceiling Plaster - Decorative Plaster	141578	BATHROOM ALCOVE CLOSET	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245450	8/19/14 16:00
4	M - Floor - Ceramic Tile - Grout	FL8-165-1	LOBBY	ND		Yes	4/21/2016	ARCADIS	PLM	EMSL			
4	M - Floor - Ceramic Tile - Grout	FL8-165-2	LOBBY	ND		Yes	4/21/2016	ARCADIS	PLM	EMSL			
5	M - Ceiling Tile - Other Size	141579	LOBBY	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245451	8/19/14 16:08
5	M - Ceiling Tile - Other Size	141580	LOBBY	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245452	8/19/14 16:09
5	M - Ceiling Tile - Other Size	141581	TELLER	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245453	8/19/14 16:09
6	M - Carpet Glue/Mastic	141582	LOBBY	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245454	8/19/14 16:18
6	M - Carpet Glue/Mastic	141583	BATHROOM ALCOVE	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245455	8/19/14 16:18
6	M - Carpet Glue/Mastic	141584	TELLER	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245456	8/19/14 16:19
7	M - Cove Base	141585	BREAK ROOM	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245457	8/19/14 16:22
7	M - Cove Base	141586	SAFE DEPOSIT	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245458	8/19/14 16:23
7	M - Cove Base	141587	TELLER	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245459	8/19/14 16:24

Results of Sample Analyses

FL8-165

HA No.	Material Type	Id	Location	Content	Type	Friable	Sample Date	Consultant	Method	Lab	Comments / Details	PK	ModDate
8	M - Cove Base Mastic	141588	BREAK ROOM	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245460	8/19/14 16:30
8	M - Cove Base Mastic	141589	SAFE DEPOSIT	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245461	8/19/14 16:31
8	M - Cove Base Mastic	141590	TELLER	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245462	8/19/14 16:31
9	M - Wall Paper Adhesive	141591	BREAK ROOM	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245463	8/19/14 16:32
9	M - Wall Paper Adhesive	141592	SAFE DEPOSIT	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245464	8/19/14 16:32
9	M - Wall Paper Adhesive	141593	TELLER	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245465	8/19/14 16:33
11	M - Mastic/Skimcoat/Taping Compounds on Duct Insulation Seams	141594	VAULT MECH ROOM	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245466	8/19/14 16:40
11	M - Mastic/Skimcoat/Taping Compounds on Duct Insulation Seams	141595	VAULT MECH ROOM	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245467	8/19/14 16:40
11	M - Mastic/Skimcoat/Taping Compounds on Duct Insulation Seams	141596	VAULT MECH ROOM	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245468	8/19/14 16:40
12	M - Floor Tile - Other Size	141597	JANITOR	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245469	8/19/14 16:41
12	M - Floor Tile - Other Size	141598	MECH ROOM	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245470	8/19/14 16:41
12	M - Floor Tile - Other Size	141599	MECH ROOM	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245471	8/19/14 16:42
13	M - Floor Tile - Mastic/Adhesive	141600	JANITOR	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245472	8/19/14 16:42
13	M - Floor Tile - Mastic/Adhesive	141601	MECH ROOM	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245473	8/19/14 16:43
13	M - Floor Tile - Mastic/Adhesive	141602	MECH ROOM	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245474	8/19/14 16:43
14	M - Floor - Vinyl Sheet Flooring (e.g. Linoleum)	141603	BREAK ROOM	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245475	8/19/14 16:44
14	M - Floor - Vinyl Sheet Flooring (e.g. Linoleum)	141604	BREAK ROOM	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245476	8/19/14 16:44
14	M - Floor - Vinyl Sheet Flooring (e.g. Linoleum)	141605	BREAK ROOM	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245477	8/19/14 16:44
16	S - Interior Stucco	FL8-165-5	LOBBY	ND		Yes	4/21/2016	ARCADIS	PLM	EMSL			
16	S - Interior Stucco	FL8-165-6	LOBBY	ND		Yes	4/21/2016	ARCADIS	PLM	EMSL			

Results of Sample Analyses

FL8-165

HA No.	Material Type	Id	Location	Content	Type	Friable	Sample Date	Consultant	Method	Lab	Comments / Details	PK	ModDate
16	S - Interior Stucco	FL8-165-7	LOBBY	ND		Yes	4/21/2016	ARCADIS	PLM	EMSL			
17	M - Exterior Stucco	141606	EXTERIOR	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245478	8/19/14 16:45
17	M - Exterior Stucco	141607	EXTERIOR	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245479	8/19/14 16:45
17	M - Exterior Stucco	141608	EXTERIOR	ND		Yes	6/18/2010	ARCADIS	PLM	EMSL		8245480	8/19/14 16:46
19	M - Caulking/Putties	141609	EXTERIOR	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245481	8/19/14 16:46
19	M - Caulking/Putties	141610	EXTERIOR	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245482	8/19/14 16:47
19	M - Caulking/Putties	141611	EXTERIOR	ND		No	6/18/2010	ARCADIS	PLM	EMSL		8245483	8/19/14 16:47
21	M - Mastic/Skimcoat/Taping Compounds on Duct Insulation Seams	141612	Break Room	>1%-10%	Chrysotile	No	6/18/2010	ARCADIS	PLM	EMSL		7838775	1/20/12 12:07
21	M - Mastic/Skimcoat/Taping Compounds on Duct Insulation Seams	141613	Break Room	Pos Stop			6/18/2010	ARCADIS	PLM	EMSL		7838776	1/20/12 12:08
21	M - Mastic/Skimcoat/Taping Compounds on Duct Insulation Seams	141614	Break Room	Pos Stop			6/18/2010	ARCADIS	PLM	EMSL		7838777	1/20/12 12:09
22	M - Floor - Ceramic Tile - Adhesive	FL8-165-3	LOBBY	ND		No	4/21/2016	ARCADIS	PLM	EMSL			
22	M - Floor - Ceramic Tile - Adhesive	FL8-165-4	LOBBY	ND		No	4/21/2016	ARCADIS	PLM	EMSL			
24	M - Floor Tile - 12" x 12"	FL8-165-8	ASSOCIATE RESTROOM	ND		No	4/21/2016	ARCADIS	PLM	EMSL			
24	M - Floor Tile - 12" x 12"	FL8-165-9	CUSTOMER RESTROOM	ND		No	4/21/2016	ARCADIS	PLM	EMSL			
25	M - Floor Tile - Mastic/Adhesive	FL8-165-10	ASSOCIATE RESTROOM	ND		No	4/21/2016	ARCADIS	PLM	EMSL			
25	M - Floor Tile - Mastic/Adhesive	FL8-165-11	CUSTOMER RESTROOM	ND		No	4/21/2016	ARCADIS	PLM	EMSL			

HA Table Values and Instructions
rev. 07.16.2011

Overwrite: If you choose "yes" to overwrite the existing HAT, all of the current HAT data for the site will be lost. Any ACM data from prior surveys that needs to be kept must be included in this HAT file if you choose "yes". If you are simply adding to the existing data in IDEA, then choose "no" on the overwrite.

Instructions

1. Only one homogenous application number (HA No.) can be used for each application. Multiple entries for the same HA must use the same HA numbe
2. When available, predetermined values in the drop down menu must be used. These values cannot be changed by the use
3. "ACM Concealed by This Non-ACM Covering" is to be used for documenting new material installations over known ACM only. When using this Asbestos Result category, the renovation date (mo/yr), HA number of the covered ACM, and specific building areas/rooms where ACM was covered are required to be inserted into columr
4. When an inspector determines that a material is non-ACM, this should be indicated by selecting the NAD (no asbestos detected) listing in the Asbestos Result column. In this case, the "Quantity" information is not requir
5. A listing of the preset values for the tables is provided below

HA Table Values

	Material Description				
HA No.	Material Type	Primary Color	Texture	Description	Asbestos Result
1	M - Blown-in Insulation	Aqua	Fissured	Free Text	ACCM (California Only), <=1% or Trace
2	M - Carpet	Beige	Grooved		ACM Concealed by This Non-ACM Covering
3	M - Carpet - Installed over Asbestos-Containing Flooring	Black	Rough		ACM Non-Friable (>1%)
4	M - Carpet Glue/Mastic	Blue	Smooth		ACM Friable (>1%)
5	M - Caulking - Door - Interior	Brown	Not Applicable		Completely Abated
6	M - Caulking - Window - Interior	Clear	Not Visible		NAD (no asbestos detected)
7	M - Caulking/Putties	Gold			Non-Suspect ACM, Not Sampled
8	M - Ceiling - Vapor Barrier	Gray			Assumed ACM, Not Sampled
9	M - Ceiling Panel	Green			
10	M - Ceiling Tile - 1' x 1'	Orange			
11	M - Ceiling Tile - 2' x 2'	Pink			
12	M - Ceiling Tile - 2' x 4'	Purple			
13	M - Ceiling Tile - Glue/Adhesive	Red			
14	M - Ceiling Tile - Other Size	Silver			
15	M - Cement Pipes	Tan			
16	M - Cementitious (Transite) Panels	White			
17	M - Ceramic Floor Tile Mortar	Yellow			
18	M - Ceramic Tile - Installed over Asbestos-Containing Flooring	Not Visible			
19	M - Chalkboard Adhesive				
20	M - Chalkboards				
21	M - Conduit - Cementitious (Transite)				
22	M - Construction Mastics - Describe				
23	M - Cooling Tower Louvers/Panels				
24	M - Cooling Tower Paper Filters				
25	M - Cove Base				
26	M - Cove Base Mastic				
27	M - Duct - Cementitious (Transite)				
28	M - Electrical Cloth				
29	M - Electrical Panel Partitions				
30	M - Electrical Wiring Insulation				
31	M - Elevator Brake Shoes				
32	M - Elevator Equipment Panels				
33	M - Expansion Joint Sealant/Caulking (Interior)				
34	M - Exterior - Brick Mortar				
35	M - Exterior - Caulk / Sealant				
36	M - Exterior - CMU Block Mortar				
37	M - Exterior - Door Caulk				
38	M - Exterior - EIFS Façade				
39	M - Exterior - Expansion Joint Caulk/Sealant				
40	M - Exterior - Siding/Shingle - Adhesive/Mastic				
41	M - Exterior - Siding/Shingle - Asphalt				
42	M - Exterior - Siding/Shingle - Cementitious (Transite)				
43	M - Exterior - Waterproofing Mastic				
44	M - Exterior - Window Caulk				
45	M - Exterior - Window Glazing Compound				
46	M - Exterior Stucco				
47	M - Fire Blanket				
48	M - Fire Brick				
49	M - Fire Curtain				
50	M - Fire Doors				
51	M - Fire Stop Penetration Sealant				
52	M - Fireproof File Cabinet (Interior Insulation Not Visible or Accessible)				
53	M - Fireproof File Cabinet (Interior Insulation Visible and Accessible)				
54	M - Fireproof File Cabinet Gasket				
55	M - Fireproof Furniture				
56	M - Fireproofing Materials (Not spray-on or troweled-on surfacing)				
57	M - Flexible Duct Connector / Vibration Dampener				
58	M - Floor - Ceramic Tile				
59	M - Floor - Ceramic Tile - Adhesive				
60	M - Floor - Ceramic Tile - Grout				
61	M - Floor - Leveling Compound				
62	M - Floor - Terrazzo				
63	M - Floor - Underlayment / Subflooring				
64	M - Floor - Vapor Barrier				
65	M - Floor - Vinyl Sheet Flooring (e.g. Linoleum)				
66	M - Floor Backing				
67	M - Floor Tile - 12" x 12"				
68	M - Floor Tile - 9" x 9"				
69	M - Floor Tile - Mastic/Adhesive				
70	M - Floor Tile - Other Size				
71	M - Gypsum Board (walls and ceilings)				
72	M - Heating and Electrical Ducts				
73	M - HVAC Unit Caulk				
74	M - Joint Compound (associated with wall/ceiling board/panels)				
75	M - Mastic behind Mirror				
76	M - Mastic Coating on Thermal Pipe Jacket Cover				
77	M - Mastic on Metal Duct Joints				
78	M - Mastic/Skimcoat on Pipe Insulation				
79	M - Mastic/Skimcoat/Taping Compounds on Duct Insulation Seams				
80	M - Mortar - Brick (Interior)				
81	M - Mortar - CMU Block (Interior)				
82	M - Mortar - See Description				
83	M - Other, Not Listed (add description)				
84	M - Pipe - Cementitious (Transite)				
85	M - Roof - Built-up Roof - Insulation				
86	M - Roof - Built-up Roof - Tar and Felt				
87	M - Roof - Caulk				
88	M - Roof - Chimney Flashing				
89	M - Roof - Decking				
90	M - Roof - Expansion Joint Flashing				
91	M - Roof - Flashing				
92	M - Roof - Flashing - Base Flashing				
93	M - Roof - Paper - Asphalt				
94	M - Roof - Paper - Felt				
95	M - Roof - Pitch Pocket Tar				
96	M - Roof - Rolled Asphalt Roofing				
97	M - Roof - Roof Penetration Mastic (Roof Vents/Pipes/etc.)				
98	M - Roof - Rubber Membrane				
99	M - Roof - Rubber Membrane Mastic/Sealant				
100	M - Roof - Shingle - Asphalt				
101	M - Roof - Shingle - Cementitious (Transite)				
102	M - Roof - Shingle Adhesive/Mastic				
103	M - Roof - Walking Pads - Asphalt				
104	M - Roof Decking				
105	M - Roof Insulation				
106	M - Roof Mastic				
107	M - Sheet Flooring Mastic				
108	M - Sidewalk Caulk				
109	M - Sink Undercoating				
110	M - Stair Tread				

	Location of Homogenous Location				Quantity		Status			Sample									
HA No.	Floor	Rooms	Location	Condition	No.	Units	Status	Modified Date	Description	Id	Location	Content	Type	Friable	Sample Date	Consultant	Method	Lab	Notes
1	Use "," with no space	Free text	Ceiling	Sig. Damaged	No.	EA	Manage in-place	dd/mm/yyyy	Free Text	Free Text	Free Text	ND	Blend	Yes	dd/mm/yyyy	ATC	PLM	Free Text	Free Text
2	between values and		Floor	Damaged		SF	Partially Abated - manage in-place					Pos Stop	Chrysotile	No		EFI	TEM		
3	"…" with no spaces		Wall	Good		LF	Damage Repaired - manage in-place					<0.1%	Actinolite			ARCADIS	PLM 400-Point Count		
4	between ranges of		Roof				Completely Abated					0.1% to <1%	Amosite				PLM 1,000-Point Count		
5	values.		Multiple				Building Demolished					1%	Anthophyllite				TEM 400-Point Count		
6			Shaftways				Undetermined					>1%-10%	Crocidolite				TEM 1,000-Point Count		
7			Other				n/a					>10%	Tremolite				PLM NOB		
8												Not Analyzed					TEM NOB		
9																	CARB 435 PLM		
10																	CARB 435 TEM		

ATTACHMENT C

Laboratory Analytical Reports and Chain of Custody Forms

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 041610528
Customer ID: BACC25A
Customer PO: FL8-165
Project ID:

Attention: Edward Hirshenson
BOA - ARCADIS U.S., Inc.
630 Plaza Drive
Suite 600
Highlands Ranch, CO 80129

Phone: (706) 305-5116
Fax: (720) 344-3535
Received Date: 04/25/2016 8:51 AM
Analysis Date: 04/28/2016
Collected Date: 04/21/2016

Project: ARCADIS; BANK OF AMERICA FL8-165 3046 SOUTH ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA - HT125498.0000

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
FL8-165-1 *041610528-0001*	LOBBY - 12X12 CERAMIC FLOOR TILE GROUT	Gray Non-Fibrous Homogeneous	HA: 4 HA Number: 4 Material Type: M - Floor - Ceramic Tile - Grout Friable: Yes	100% Non-fibrous (Other)	None Detected
FL8-165-2 *041610528-0002*	LOBBY - 12X12 CERAMIC FLOOR TILE GROUT	Gray Non-Fibrous Homogeneous	HA: 4 HA Number: 4 Material Type: M - Floor - Ceramic Tile - Grout Friable: Yes	100% Non-fibrous (Other)	None Detected
FL8-165-3 *041610528-0003* *Sample does not appear to be adhesive.*	LOBBY - 12X12 CERAMIC FLOOR TILE ADHESIVE	Gray Non-Fibrous Homogeneous	HA: 22 HA Number: 22 Material Type: M - Floor - Ceramic Tile - Adhesive Friable: No	100% Non-fibrous (Other)	None Detected
FL8-165-4 *041610528-0004* *Very limited amount of yellow mastic on grey material.*	LOBBY - 12X12 CERAMIC FLOOR TILE ADHESIVE	Yellow Non-Fibrous Homogeneous	HA: 22 HA Number: 22 Material Type: M - Floor - Ceramic Tile - Adhesive Friable: No	100% Non-fibrous (Other)	None Detected
FL8-165-5 *041610528-0005*	LOBBY - INTERIOR STUCCO	White Non-Fibrous Homogeneous	HA: 16 HA Number: 16 Material Type: S - Interior Stucco Friable: Yes	100% Non-fibrous (Other)	None Detected
FL8-165-6 *041610528-0006*	LOBBY - INTERIOR STUCCO	White Non-Fibrous Homogeneous	HA: 16 HA Number: 16 Material Type: S - Interior Stucco Friable: Yes	100% Non-fibrous (Other)	None Detected
FL8-165-7 *041610528-0007*	LOBBY - INTERIOR STUCCO	White Non-Fibrous Homogeneous	HA: 16 HA Number: 16 Material Type: S - Interior Stucco Friable: Yes	100% Non-fibrous (Other)	None Detected
FL8-165-8 *041610528-0008*	ASSOCIATE RESTROOM - 12X12 VINYL FLOOR TILE	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial Report From: 04/29/2016 06:51:47

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-5974
http://www.EMSL.com / cinnasblab@EMSL.com

EMSL Order: 041610528
Customer ID: BACC25A
Customer PO: FL8-165
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type
			HA: 24 HA Number: 24 Material Type: M - Floor Tile - 12" x 12" Friable: No		
FL8-165-9 *041610528-0009*	CUSTOMER RESTROOM - 12X12 VINYL FLOOR TILE	Brown Non-Fibrous Homogeneous	HA: 24 HA Number: 24 Material Type: M - Floor Tile - 12" x 12" Friable: No	100% Non-fibrous (Other)	None Detected
FL8-165-10 *041610528-0010*	ASSOCIATE RESTROOM - FLOOR TILE MASTIC	Yellow Non-Fibrous Homogeneous	HA: 25 HA Number: 25 Material Type: M - Floor Tile - Mastic/Adhesive Friable: No	100% Non-fibrous (Other)	None Detected
FL8-165-11 *041610528-0011*	CUSTOMER RESTROOM - FLOOR TILE MASTIC	Yellow Non-Fibrous Homogeneous	HA: 25 HA Number: 25 Material Type: M - Floor Tile - Mastic/Adhesive Friable: No	100% Non-fibrous (Other)	None Detected

Analyst(s)
Adam Eichen (6)
Nancy Stalter (5)

Benjamin Ellis, Laboratory Manager
or Other Approved Signatory

Initial Report From: 04/29/2016 06:51:47

ARCADIS
Infrastructure, environment, buildings

BANK OF AMERICA ASBESTOS COC FORM

041610528

ARCADIS PROJECT NO.: AT125498.0000 **Mail Code:** FL8-165

PROJECT NAME: BOA – Daytona Beach Shores **PAGE 1 OF:** 3

ARCADIS Contact Information:	Mail Invoice To:
Name: Ed Hirshenson **Company:** Arcadis **Street:** 1450 Greene Street, Suite 220 **City, State Zip:** Augusta, GA 30901 **Phone #:** (706) 828-4421 **Fax #:** (706) 828-4722 **Alternate Contact:** Robert Fisher **Phone #:**	**Name:** Ed Hirshenson **Company:** Arcadis **Street:** 1450 Greene Street, Suite 220 **City, State Zip:** Augusta, GA 30901 **Phone #:** (706) 828-4421 **Fax #:** (706) 828-4722
Email PDF Reports to: Edward.hirshenson@arcadis-us.com robert.fisher@arcadis-us.com connie.hill@arcadis-us.com Erica.maddox@arcadis-us.com	**Email EDD Reports to:** Edward.hirshenson@arcadis-us.com robert.fisher@arcadis-us.com
Site Address: Bank of America 3046 South Atlantic Ave Daytona Beach Shores, FL 32118	**Sample Number Sequence:** 1 – 11 **Total # Submitted:**
Samples Collected By: RF **Date(s) Collected:** 4/21/16 **Sample Type:** Bulks **Analysis Type;** USEPA 600/R-93/116 PLM	**Analysis Turnaround Time:** **5 Day** **Emailed Results Required:** **Date Typed Results Required:**

___ **Analyze All Samples** _X_ **Positive Stop** __ **Point Count if ≤3%***

	Printed Name	Signature	Affiliation	Date & Time	# of Samples	Task for Person Handling COC
Remitted	Robert Fischer	Robert Fischer	ARCADIS	4/22/16 1600	11	
Received	L. Ramowski	L. Ramowski	EMSL	4/25/16 8:51 AM	11	
Remitted						
Received						

RECEIVED APR 25 2016

Comments: Please call the ARCADIS employee named above in the "ARCADIS Contact Information:" if the laboratory has **ANY** questions about the samples, sample analysis, or chain-of-custody.

PLEASE SEE ATTACHED FIELD FORMS FOR SAMPLE DESCRIPTION AND TYPE OF ANALYSIS.

Friable materials containing ≤3% asbestos by PLM visual estimation, including materials containing <1%, will be reanalyzed by EPA 600/R-93/116; 400 or 1,000-point count method (Positive Stop - 24 hour TAT).
*****No Point Counts without prior approval*****

Lab: J3 Resources Inc., 6110 W 34th Street, Houston, Texas 77092 (**Phone:** 713-290-0221)
FedEx No.: 2293-9660-9 – Standard Overnight Delivery for 5 Day TAT

Sampling Technician: Rob Fischer   Manifest: FL8-165

OrderID: 041610528

HA No.	Material Type	Sample Id	Sample Location	Friable	Method	Notes
4	n-12x12 ceramic floor tile grout	FL8-165 - 1	Lobby	N	PLM	
4	"	" 2	"	N		
22	n-12x12 ceramic floor tile adhesive	" 3	"	N		
22	"	" 4	"	N		
16	n- Interior stucco	" 5	"	N		
16	"	" 6	"	N		
16	"	" 7	"	N		
24	n- 12x12 vinyl floor tile	" 8	associate restroom	N		
24	"	" 9	Customer restroom	N		

Page 2 of 3

APR 25 2016

Date Sampled: 4/21/16   Project #: HT125498.0000

Sampling Technician: Rob Fischer Map Code: FL8-165

OrderID: 041610528

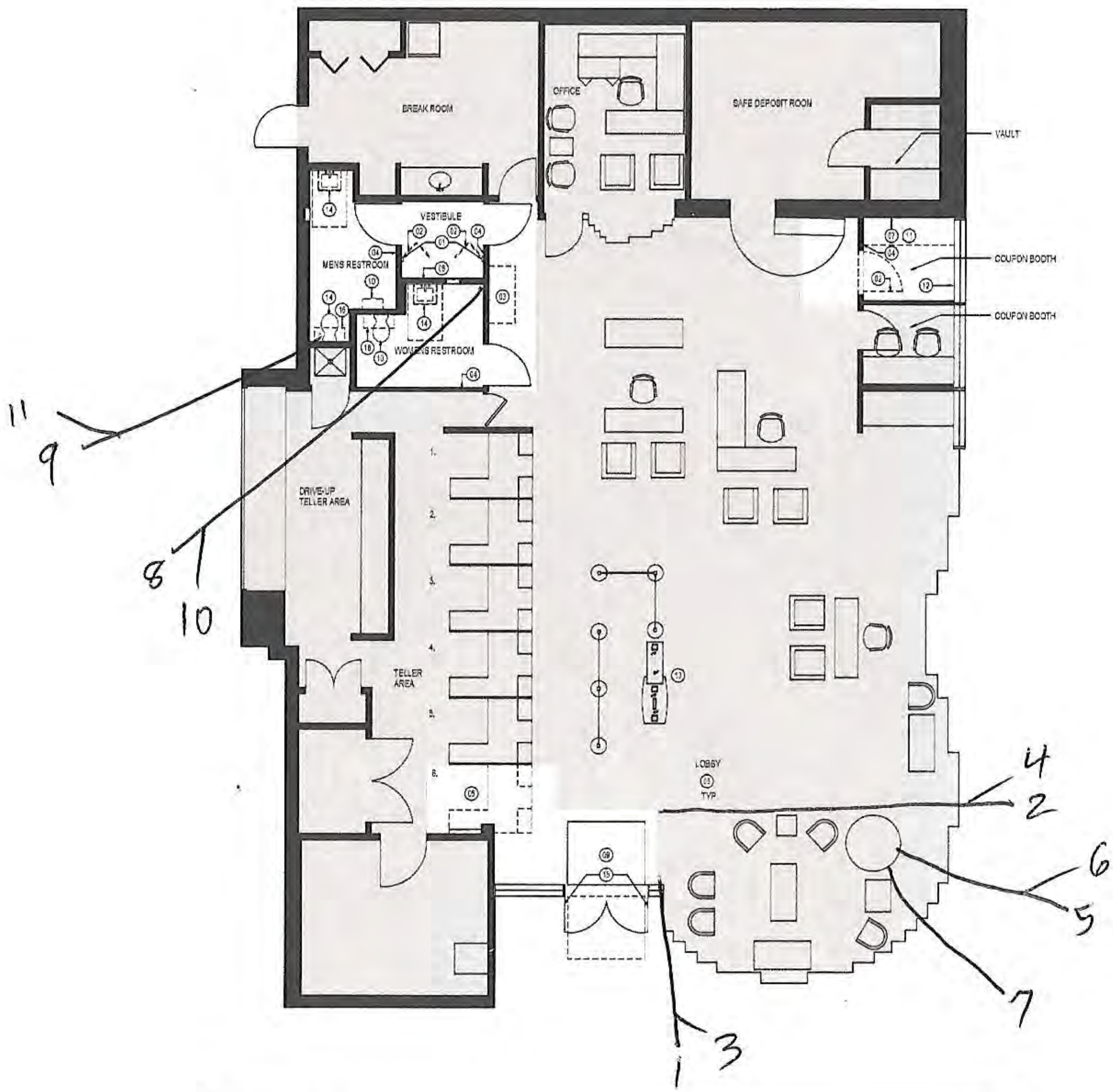
HA No.	Material Type	Sample Id	Sample Location	Friable	Method	Notes
25	n-floor tile mastic	FL8-165- 10	associate restroom	N	PLM	
25	"	" 11	Customer restroom	N	"	

Page 3 of 3

Date Sampled: 4/21/16 Project #: NT125498.0000

ATTACHMENT D

Sample Location Figure



DEMOLITION PLAN 1
SCALE: 1/4" = 1'-0"

SHEET NOTES

01 DEMOLISH EXISTING PARTITION WALLS AS INDICATED (SHOWN DASHED). ALL LIGHT SWITCHES, OUTLETS AND DEVICES TO BE TEMPORARILY REMOVED & RELOCATED TO IDENTICAL LOCATION, U.O.N. REFER TO A02 SERIES FOR NEW LAYOUT. PROVIDE TEMPORARY STRUCTURAL SUPPORT AS NEEDED. NOTIFY ARCHITECT OF ANY CONFLICTS. PATCH EXISTING WALLS TO REMAIN FOR EVEN, CONTINUOUS FINISH.

02 REMOVE EXISTING DOOR, DOOR FRAME & ASSOCIATED DOOR HARDWARE.

03 REMOVE AND RELOCATE FURNITURE PER OWNER'S DIRECTION.

04 REMOVE EXISTING SWITCHING. NEW OCCUPANCY SENSORS TO BE INSTALLED.

05 REMOVE SECTION OF TELLER STATION AS INDICATED (SHOWN DASHED). REMOVE & RELOCATE ALL POWER/DATA, PAYMENT TERMINAL AND SECURITY DEVICES IF EXISTING TO THE SAME LOCATION AT LOWERED COUNTER AFTER COMPLETION OF MILLWORK RENOVATIONS.

06 COORDINATE REMOVAL & RELOCATION OF EXISTING SECURITY DEVICES AND ALL RELATED ACCESSORIES AFFECTED BY DEMOLITION AND NEW LAYOUT WITH SECURITY VENDOR.

07 REMOVE EXISTING WALL LIGHTING. CEILING LIGHTING TO REMAIN, PATCH/REPAIR WALL.

08 EXISTING PHONE BOARD AND ELECTRICAL PANEL TO REMAIN.

09 EXISTING WALK-OFF MAT TO REMAIN.

SHEET NOTES (CONTINUED)

10 REMOVE EXISTING PLUMBING FIXTURE. PATCH AND REPAIR PARTITIONS TO REMAIN. PREPARE FOR NEW FINISHES AS SCHEDULED. TRIM SUPPLY AND RETURN PLUMBING TO FLOOR AND CAP.

11 REMOVE COUPON BOOTH COUNTER AND COMPONENTS, INCLUDING SIGNAGE. PATCH AND REPAIR EXISTING WALLS TO REMAIN. PREPARE SURFACES FOR NEW FINISH AS SCHEDULED.

12 EXISTING WINDOW BLINDS TO REMAIN. PROTECT DURING CONSTRUCTION.

13 EXISTING CHECK STATION TO REMAIN.

14 REMOVE EXISTING PLUMBING FIXTURE AND SALVAGE FOR REINSTALLATION AT ADA-COMPLIANT MOUNTING LOCATION. REFER TO A08 SERIES. PATCH AND REPAIR PARTITIONS TO REMAIN. PREPARE FOR NEW FINISHES AS SCHEDULED. TRIM SUPPLY AND RETURN PLUMBING TO FLOOR AND CAP.

15 ADJUST EXISTING CLOSER TO HAVE AN OPENING FORCE OF 8.5 L.B.F MAXIMUM.

16 REMOVE EXISTING UPPER CABINET. PATCH AND REPAIR WALL.

GENERAL NOTES

A. COMPLY WITH APPLICABLE LOCAL, STATE AND FEDERAL CODES AND REGULATIONS PERTAINING TO SAFETY OF PERSONS, PROPERTY AND ENVIRONMENTAL PROTECTION.

B. PROVIDE AND MAINTAIN BARRACADES, LIGHTING, AND GUARDRAILS AS REQUIRED BY APPLICABLE CODES AND REGULATIONS TO PROTECT OCCUPANTS OF BUILDING AND WORKERS.

C. ERECT AND MAINTAIN DUSTPROOF PARTITIONS AS REQUIRED TO PREVENT SPREAD OF DUST, FUMES, AND SMOKE, ETC. TO OTHER PARTS OF THE BUILDING. ON COMPLETION REMOVE PARTITIONS AND REPAIR DAMAGED SURFACES TO MATCH ADJACENT SURFACES.

D. IF DEMOLITION IS PERFORMED IN EXCESS OF THAT REQUIRED, RESTORE EFFECTED AREAS AT NO COST TO THE OWNER.

E. REMOVE FROM SITE DAILY AND LEGALLY DISPOSE OF REFUSE, DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS.

F. REMOVE DESIGNATED PARTITIONS, COMPONENTS, BUILDING EQUIPMENT, AND FIXTURES AS REQUIRED FOR NEW WORK.

G. REMOVE ABANDONED HVAC EQUIPMENT, INCLUDING DUCT WORK.

H. REMOVDE ABANDONED ELECTRICAL, CABLING AND DEVICES.

I. REMOVE ALL NON-COMPLIANT DOOR HARDWARE THROUGHOUT AND REPLACE WITH NEW COMPLIANT LEVER HARDWARE. PATCH HOLES AND PREPARE DOOR TO RECEIVE NEW HARDWARE. REFER TO A00.20 FOR DOOR AND HARDWARE SCHEDULES. NEW HARDWARE TO MATCH EXISTING FINISH AND FUNCTION.

GENERAL NOTES (CONT.)

J. ALL FURNITURE AFFECTED BY DEMOLITION AND NEW CONSTRUCTION LAYOUT IS TO BE RELOCATED. NO FURNITURE IS TO BE DISPOSED, U.N.O. COORDINATE FINAL RELOCATION WITH OWNER AND SITE MANAGER.

K. ALL SECURITY DEVICES AND SYSTEMS TO REMAIN INTACT DURING ALL PHASES OF WORK. ANY MODIFACTIONS NEEDED DUE TO AREA OF DEMOLITION AND NEW CONSTRUCTION LAYOUT TO BE PERFORMED BY OWNER'S SECURITY VENDOR AND TO BE COORDINATED WITH OWNER PRIOR TO DEMOLITION.

L. ALL LIGHT LENSES IN AREA OF WORK ARE REQUIRED TO BE CLEANED, REGARDLESS IF FIXTURE IS NEW, RELOCATED OR REMAINING IN THE EXISTING LOCATION.

M. GC IS REQUIRED TO PERFORM INTERNAL REVIEW PRIOR TO ARCHITECT/OWNER PUNCH LIST WALK.

N. NO DEVIATIONS FROM CONSTRUCTION DOCUMENTS WITHOUT PROPER RFI.

Bank of America

Daytona Beach Shores

3048 S. Atlantic Ave., Daytona Beach Shores, FL 32118

M. Arthur Gensler Jr. & Associates Inc.

Gensler

LIC. NO. AA0002837

Main Office
2 Harrison Street
Suite 400
San Francisco CA 94105
Tel 415.433.3700
Fax 415.836.4599

Satellite Office
100 North Tampa Street
Suite 2300
Tampa FL 33602
Tel 813.204.9000

INFINITY

Infinity Engineering Group, LLC.
Electrical Engineer
Attn: Brett Navarll
1135 Marbella Plaza Drive
Tampa, FL 33619
Tel 813.434.4770
Fax 813.449.4211

△	Date	Description
	03.28.16	ISSUE FOR PERMIT

FL8-165
4/21/16
Robert Fischer

Seal / Signature
DANA MULLER, AIA REG. FL NO. AR92911

3.28.2016

Project Name
Daytona Beach Shores

Project Number
69.8190.720

Scale
1/4" = 1'-0"

Description
DEMOLITION FLOOR PLAN

A01.01

ATTACHMENT E

Photographic Log

View of the Front of the Building

HA-4: Gray Ceramic Tile Grout;
HA-22: Gray Ceramic Tile Adhesive;
HA-23: Tan Ceramic Floor Tile

HA-16: White Interior Stucco

HA-24: Brown 12’ x 12’ Vinyl Floor Tile;
HA-25: Yellow Floor Tile Adhesive

ATTACHMENT F

Limitations and Service Constraints

LIMITATIONS AND SERVICE CONSTRAINTS
Asbestos Related Services

All professional opinions presented in this report are based on information made available to us either by review of data provided by others or data gathered by Arcadis personnel.

Arcadis affirms that data gathered and presented by Arcadis in this report was collected in an appropriate manner in accordance with generally accepted methods and practices. Arcadis cannot be responsible for decisions made by our client solely on the basis of economic factors.

Conditions described in this report are as found at the time of investigation, unless otherwise stated.

Arcadis analyzed only the substances, conditions and locations described in the report at the time indicated. No inferences regarding other substances, conditions, location or time can be made unless specifically stated in this report.

No recommendations were provided for materials containing less than one- percent asbestos. Materials containing less than one percent asbestos do not meet either the generally accepted industry definition of asbestos-containing material (any material containing greater than one percent asbestos) or the EPA definition of friable ACM (any material friable bulk insulation material contain greater than one percent asbestos by weight as analyzed by Polarized Light Microscopy.) Arcadis, however, makes no statement, implied or explicit, about the hazards of materials containing less than one percent asbestos.

This report is intended for the use listed in the section of this report described as the Introduction. The use of this report in any manner other than that listed in the Introduction requires the written consent of Arcadis. This report must be presented in its entirety.