



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING SEPTEMBER 27, 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. NEW BUSINESS (TRIM PROCESS ONLY):**
 - A. RESOLUTION 2022-08 FINAL LEVYING OF AD VALOREM TAXES**
 - B. RESOLUTION 2022-09 FINAL FY 2022-2023 BUDGET**
- 6. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
- 7. APPROVAL OF MINUTES**

- A. City Council Minutes September 12, 2022

8. CONSENT AGENDA:

- A. Public Safety monthly report
- B. Community Services Department Monthly Report - August 2022
- C. Agreement for Service - Southeast Volusia Humane Society & City of Daytona Beach Shores
- D. Mead & Hunt Continuing Contract for Professional Services Authorization

9. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report

10. REPORTS OF THE CITY MANAGER:

- A. City Manager Report 9-27-22

11. OLD BUSINESS:

- A. Ordinance for Purchase of Chase Property

12. NEW BUSINESS:

- A. Planning & Zoning Board appointments
- B. Non-conforming Sign Removal Incentive Grant Application: Daytona Diner - 2043 S. Atlantic Ave.
- C. Non-conforming Sign Removal Incentive Grant Application: 3218 S. Atlantic Ave.
- D. Veterans Park Project

13. COUNCIL COMMENTS:

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

16. ADJOURNMENT:

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

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

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



**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 27, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: RESOLUTION 2022-08 FINAL LEVYING OF AD VALOREM TAXES

SYNOPSIS:

As per Florida Statue the City of Daytona Beach Shores must adopt a final millage rate. In July the City Council adopted a proposed rate of 4.6389 mills. On September 12th, 2022 the city council adopted a tentative rate of 4.6389 mills. This is 4.51% greater than the rolled-back rate of 4.4389. The council may adopt the tentative rate or go lower than the tentative rate but they cannot go above without re-advertising to all property owners within the city limits.

FISCAL IMPACT STATEMENT:

Dependent upon council action.

BACKGROUND:

This is the millage rate proposed by the city council at its September 12th meeting and is brought back as directed to council for consideration as the final millage rate.

LEGAL REVIEW:

RECOMMENDATION:

Approve Resolution 2022-08

SUGGESTED MOTION:

Motion to approve Resolution 2022-08 adopting the final millage rate to be levied for fiscal year 2022-2023 by the City of Daytona Beach Shores in accordance with the provisions of state law; adopting the final millage rate for fiscal year 2022-2023 for the city at 4.6389 mills as operating millage.

ATTACHMENT: 1. RESOLUTION NO 2022_08 FINAL MILLAGE FY 22_23

RESOLUTION NO. 2022-08

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR VOLUSIA COUNTY FOR FISCAL YEAR 2022-23; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores, of Volusia County, Florida, on September 27, 2022, adopted Fiscal Year 2022-2023 Final Millage Rates following a public hearing as required by Florida Statute Section 200.065; and

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

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Volusia County has been certified by the County Property Appraiser to the City of Daytona Beach Shores as \$1,953,270,591.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA THAT:

Section 1. The FY 2022-2023 operating millage rate is 4.6389 mills, which is greater than the rolled-back rate of 4.4389 mills by 4.51%.

Section 2. Any resolution or part of resolution in conflict herewith is hereby repealed.

Section 3. This Resolution shall will take effect immediately upon its adoption.

PASSED AND DULY ADOPTED at a public hearing this 27th day of September 2022.

Time Adopted _____ pm.

CITY OF DAYTONA BEACH SHORES, FL

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

GRETCHEN R.H. ('BECKY') VOSE, ESQ., CITY ATTORNEY



**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 27, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: RESOLUTION 2022-09 FINAL FY 2022-2023 BUDGET

SYNOPSIS:

FISCAL YEAR 2022-2023 FINAL BUDGET

FISCAL IMPACT STATEMENT:

Dependent upon Council action.

BACKGROUND:

This is the second public hearing for City Council to adopt the final budget for FY 2022-2023.

LEGAL REVIEW:

RECOMMENDATION:

Approve Resolution 2022-09.

SUGGESTED MOTION:

Motion to approve Resolution 2022-09 adopting the Final budget for the FY 2022-2023.

ATTACHMENT:

1. Resolution 2022-09 FINAL BUDGET FY 22_23
2. 22-23 Final Budget

RESOLUTION 2022-09

**A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES
OF VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL
BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the City of Daytona Beach Shores of Volusia County, Florida, on September 27th 2022, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Daytona Beach Shores of Volusia County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2022-2023 in the amount of \$19,564,000.

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

1. The Fiscal Year 2022-2023 Final Budget be adopted.
2. This resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 27th Day of September 2022.

Time Adopted ____PM

CITY OF DAYTONA BEACH SHORES, FL

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

GRETCHEN R.H. ('BECKY') VOSE, ESQ., CITY ATTORNEY



"Life is better here"

City of Daytona Beach Shores

Final Budget

FY 2022-2023



CITY COUNCIL

NANCY MILLER, MAYOR

MEL LINDAUER, VICE-MAYOR

RICHARD BRYAN

CHRIS CONOMOS

MICHAEL POLITIS

Kurt Swartzlander

Cheri Schwab

Stewart Cruz

Lory Irwin

Stephan Dembinsky

Michael Fowler

Nancy Maddox

City Manager

City Clerk

Community Services Director

Finance Director

Public Safety Director

Public Safety Captain

Recreation/Economic Development Director

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CITY OF DAYTONA BEACH SHORES

GENERAL FUND FUNCTIONAL SUMMARY

Account Description	FY2020-21 Actual	FY2021-22 Amended Bud.	FY2022-23 Budget	Budget Change
Non-Voted Ad-Valorem Taxes*	8,392,783	8,412,300	8,885,200	472,900
Business & Communication Taxes	1,207,868	1,116,400	1,143,100	26,700
Voter Approved Taxes*	2,885,115	0	0	0
Franchise Fees & Permits	1,011,369	893,200	893,200	0
Intergovernmental	848,005	721,500	747,600	26,100
Charges For Services	1,651,795	1,631,700	1,890,400	258,700
Fines & Forfeitures	111,671	94,800	97,800	3,000
Misc. Revenues	915,366	58,500	266,800	208,300
Internal Service & Debt Proceeds	805,000	855,500	978,000	122,500
Transfers from Fund Balance	1,659,136	718,300	943,200	224,900
TOTAL REVENUE	19,488,106	14,502,200	15,845,300	1,343,100

Legislative	181,120	212,200	379,500	167,300
Executive	577,506	636,900	647,300	10,400
Finance	578,195	597,200	561,200	(36,000)
Legal	121,041	153,400	158,900	5,500
Planning	123,381	138,300	111,200	(27,100)
Other Gov't Services	187,372	245,800	332,300	86,500
Public Safety	6,018,409	6,270,300	6,656,200	385,900
Building/Codes	584,008	643,800	596,100	(47,700)
Physical Environment	1,214,753	1,472,300	1,614,200	141,900
Physical Environment Debt	6,734,243	0	0	0
Public Works	1,547,313	1,614,700	2,228,700	614,000
Benefit Term Payout	(6,240)	142,000	113,300	(28,700)
Economic Development	55,687	180,100	100,000	(80,100)
Parks & Recreation	392,444	490,200	569,400	79,200
Community Center	390,077	546,000	618,000	72,000
Contingency	788,799	1,159,000	1,159,000	0
General Debt	0	0	0	0
TOTAL EXPENSE	19,488,106	14,502,200	15,845,300	1,343,100

TOTAL REVENUE LESS EXPENSE	0	0	0	0
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CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2022-23 GENERAL FUND REVENUE BUDGET

Account Description	GENERAL FUND LINE ITEM REVENUE DETAIL			
	FY2020-21 Actual	FY2021-22 Amended Bud.	FY2022-23 Budget	Budget Change
Based on State Revenue Estimate				
310-3110-11100 Ad-Valorem	8,246,374	8,288,000	8,819,100	531,100
310-3110-11115 Debt Service Ad-Valorem	2,834,508	0	0	0
310-3110-12000 Delinq Ad-Valorem	146,409	124,300	66,100	(58,200)
310-3110-12001 Delinq Debt-Serv Ad-Valorem	50,607	0	0	0
310-3130-13700 Business Tax Receipts	98,021	98,100	98,100	0
310-3130-13750 County Business Tax Rcpt.	4,039	3,800	3,800	0
310-3140-14100 Utility Tax-Elec 10%	858,187	780,000	810,000	30,000
310-3140-14110 Utility Tax-Gas 10%	11,111	14,200	11,800	(2,400)
310-3140-14130 Local Comm. Service Tax	236,510	220,300	219,400	(900)
320-3220-22100 Building Permits	210,352	190,000	190,000	0
320-3220-22110 Electric Permits	32,553	26,000	26,000	0
320-3220-22120 Plumbing Permits	41,098	30,000	30,000	0
320-3220-22130 Mechanical Permits	42,475	35,000	35,000	0
320-3220-22135 Excavation Permits	0	200	200	0
320-3220-22140 Plan Review	0	300	300	0
320-3220-22180 Franchise Fee-Elec.	606,583	540,000	540,000	0
320-3220-22190 Franchise Fee-Gas	35,546	32,600	32,600	0
320-3220-22200 Franchise Fee-Impound	25,634	24,100	24,100	0
320-3220-29000 Other Lic. & Permits	17,128	15,000	15,000	0
330-3330-33540 Loc.Opt. 1-6 c Fuel Tax (.02)	177,916	150,000	106,300	(43,700)
330-3330-33550 Loc.Opt. 1-5 c Fuel Tax (.05) [R]	130,687	100,000	76,200	(23,800)
330-3340-33460 Public Safety Grants	1,965	0	0	0
330-3340-33790 Parks Grant	200	0	0	0
330-3350-34410 FDOT Lighting Maint. Agree	103,174	106,300	109,500	3,200
330-3350-35120 State Revenue Sharing	123,412	105,000	130,000	25,000
330-3350-35150 Alcohol Bev. License	13,367	12,000	12,000	0
330-3350-35180 Loc.Gov. 1/2 Cent Sales Tax	283,399	235,000	300,000	65,000
330-3350-35410 Muni. Vehicle Rebate	5,709	5,000	5,000	0
330-3350-35490 FDOT Signal Maint Agree	8,175	8,200	8,600	400
340-3420-42140 Outside Detail	1,085	2,500	2,500	0
340-3420-42210 County Fire Protect Contract	65,000	65,000	65,000	0
340-3430-43400 Garbage Revenue	1,387,412	1,398,000	1,534,400	136,400
340-3430-43600 Recycling Revenue	101,931	101,200	111,100	9,900
340-3430-43700 Purchasing Card Rebates	44,729	40,000	40,000	0
340-3440-44400 Rentals	30,243	0	12,400	12,400
340-3470-47200 Parks-Maintenance Fee	0	0	100,000	100,000
340-3470-47530 Comm. Center Fee	8,463	10,000	10,000	0
340-3470-47532 Comm. Ctr. Rental	11,630	15,000	15,000	0
340-3470-47541 Senior Center Misc.	1,300	0	0	0
350-3510-51100 Court Fines	62,957	55,000	55,000	0
350-3510-51300 Police/Fire Education	11,480	12,800	12,800	0
350-3510-51600 Investigative Reimburse	14,262	7,000	10,000	3,000
350-3510-51700 Code Enforcement Fines	22,972	20,000	20,000	0

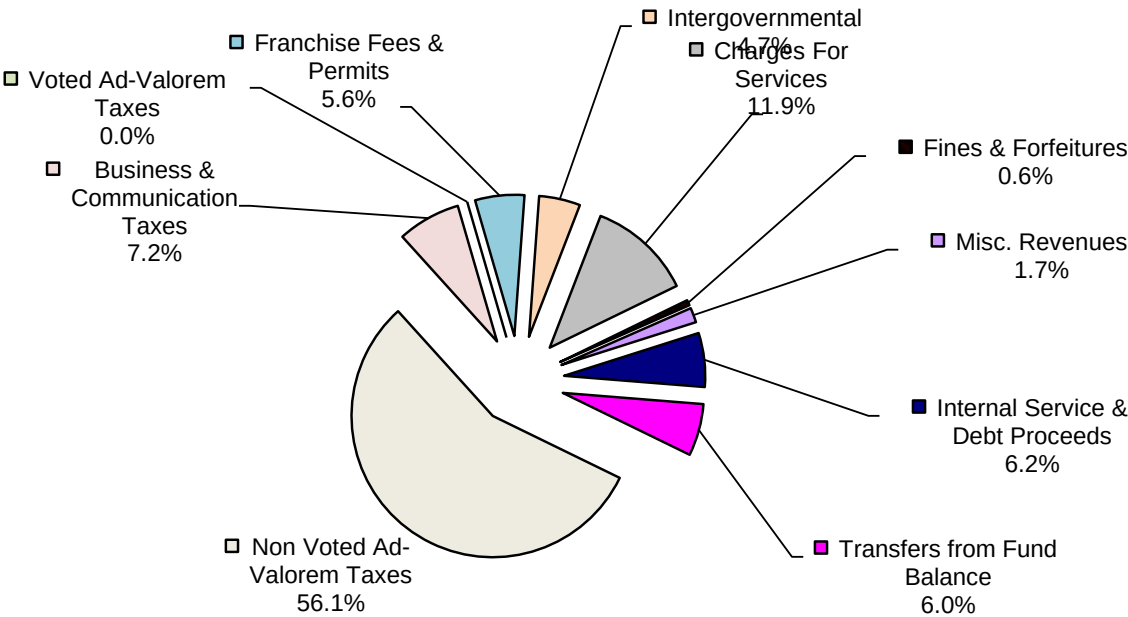
CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2022-23 GENERAL FUND REVENUE BUDGET

Account Description	GENERAL FUND LINE ITEM REVENUE DETAIL			
	FY2020-21 Actual	FY2021-22 Amended Bud.	FY2022-23 Budget	Budget Change
Based on State Revenue Estimate				
360-3610-61000 Pool Cash Interest	22,484	23,000	1,300	(21,700)
360-3610-61001 Debt Service Millage Interest	12	0	0	0
360-3610-61002 Loan Covenant Reserve Int.	2,466	0	0	0
360-3610-61200 SBA Operating Interest	1	0	0	0
360-3610-61260 Other Investment Interest	92	0	230,000	230,000
360-3610-69999 Unrealized Gain/(Loss) SBA		0	0	0
360-3640-64000 Sale of Fixed Assets	835,140	10,000	10,000	0
360-3690-69670 Title Search Fee	10,595	5,500	5,500	0
360-3690-69900 Misc. Revenue	17,399	10,000	10,000	0
360-3690-69910 Insurance Proceeds	27,176	10,000	10,000	0
380-3820-82100 From Sewer Ops (Int.Srv.)	805,000	855,500	978,000	122,500
390-3990-81400 Trans fr Road Imprv Fund Bal	0	0	132,000	132,000
390-3990-81600 Trans fr Gen Fund Fund Bal		718,300	811,200	92,900
TOTAL GENERAL FUND REVENUE	17,828,970	14,502,200	15,845,300	1,343,100

GENERAL FUND REVENUE - FUNCTIONAL SUMMARY

Account Description	FY2020-21 Actual	FY2021-22 Amended Bud.	FY2022-23 Budget	Budget Change
Non Voted Ad-Valorem Taxes	8,392,783	8,412,300	8,885,200	472,900
Business & Communication Taxes	1,207,868	1,116,400	1,143,100	26,700
Voted Ad-Valorem Taxes	2,885,115	0	0	0
Franchise Fees & Permits	1,011,369	893,200	893,200	0
Intergovernmental	848,005	721,500	747,600	26,100
Charges For Services	1,651,795	1,631,700	1,890,400	258,700
Fines & Forfeitures	111,671	94,800	97,800	3,000
Misc. Revenues	915,366	58,500	266,800	208,300
Internal Service & Debt Proceeds	805,000	855,500	978,000	122,500
Transfers from Fund Balance	0	718,300	943,200	224,900
TOTAL	17,828,970	14,502,200	15,845,300	1,343,100

General Fund Revenue Budget Summary

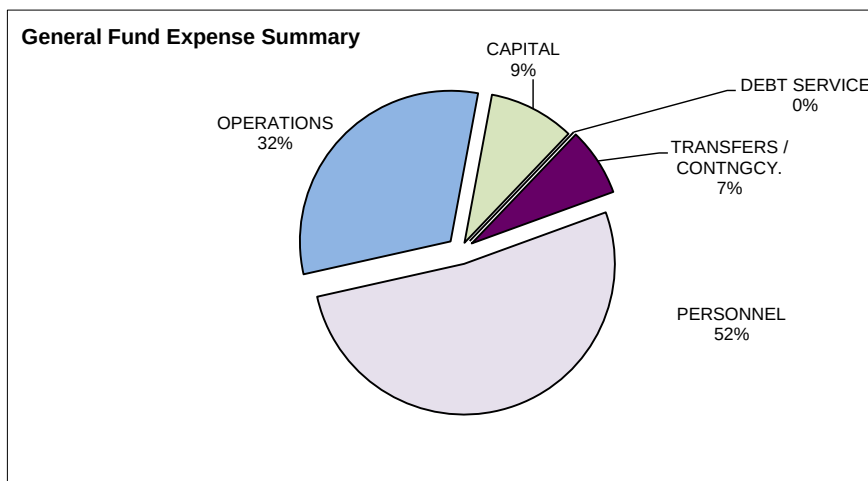


**FISCAL YEAR 2022-2023 BUDGET
GENERAL FUND EXPENDITURES SUMMARY**

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	BUDGET CHANGE
5110	LEGISLATIVE	181,120	212,200	379,500	167,300
5120	EXECUTIVE	577,506	636,900	647,300	10,400
5130	FINANCE	578,195	597,200	561,200	(36,000)
5140	LEGAL	121,041	153,400	158,900	5,500
5150	PLANNING	123,381	138,300	111,200	(27,100)
5190	OTHER GOVT. SERVICES	187,372	245,800	332,300	86,500
5210	PUBLIC SAFETY	6,018,409	6,270,300	6,656,200	385,900
5240	BUILDING/CODE DEPT	584,008	643,800	596,100	(47,700)
5390	ENVIRONMENT (Incl. Debt)	7,948,995	1,472,300	1,614,200	141,900
5410	PUBLIC WORKS	1,547,313	1,614,700	2,228,700	614,000
5690	BENEFIT TERM PAYOUT	(6,240)	142,000	113,300	(28,700)
5520	INDUSTRY DEVELOPMENT	55,687	180,100	100,000	(80,100)
5720	PARKS & RECREATION	392,444	490,200	569,400	79,200
5751	COMMUNITY CENTER	390,077	546,000	618,000	72,000
5800	CONTINGENCY	788,799	1,159,000	1,159,000	0
5820	GENERAL DEBT	0	0	0	0
	Inventory [Prior Yr. Actual Only]	0	0	0	0
TOTAL EXPENDITURES		19,488,106	14,502,200	15,845,300	1,343,100

PROPOSED BUDGET: SUMMARY BY CATEGORY OF EXPENSE

PERSONNEL	7,345,334	7,923,100	8,248,100	325,000
OPERATIONS	3,502,293	4,674,200	4,979,800	305,600
CAPITAL	1,027,408	745,900	1,458,400	712,500
DEBT SERVICE	6,734,243	0	0	0
TRANSFERS / CONTNGCY.	788,799	1,159,000	1,159,000	0
TOTAL EXPENDITURES	19,398,076	14,502,200	15,845,300	1,343,100



**FISCAL YEAR 2022-2023 BUDGET
5110-LEGISLATIVE EXPENSE**

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REGULAR SALARY	63,075	63,100	63,100	0.4%	0
21	FICA	4,825	4,800	4,800	0.0%	0
22	RETIREMENT	0	0	0	0.0%	0
23	LIFE/HEALTH INSURANCE	0	0	0	0.0%	0
24	WORKER'S COMP.	1,128	1,300	1,000	0.0%	(300)
TOTAL PERSONAL SERVICES		69,028	69,200	68,900	0.4%	(300)
30	OPERATING EXPENSES					
40	VEHICLE EXPENSE/TRAVEL	8,147	14,700	14,900	0.1%	200
41	COMMUNICATIONS	1,497	1,700	1,700	0.0%	0
45	GENERAL INSURANCE	5,234	6,300	1,600	0.0%	(4,700)
47	PRINTING	0	400	400	0.0%	0
49	OTHER CHARGES	65,572	111,300	106,800	0.7%	(4,500)
51	OFFICE SUPPLIES	0	500	500	0.0%	0
52	OPERATING SUPPLIES	618	1,200	2,700	0.0%	1,500
54	BOOKS/MEMBERSHIPS	6,024	6,900	7,000	0.0%	100
TOTAL OPERATING EXPENSES		87,093	143,000	135,600	0.9%	(7,400)
60	CAPITAL OUTLAY					
620	BUILDING	24,999	0	175,000	1.1%	175,000
TOTAL CAPITAL OUTLAY		24,999	0	175,000	1.1%	175,000
GRAND TOTAL		181,120	212,200	379,500	2.4%	167,300

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5110-LEGISLATIVE EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			68,900
10120	REGULAR SALARY		63,100	
	MAYOR			
	COUNCIL MEMBERS (4)			
10210	FICA		4,800	
10240	WORKER'S COMP.		1,000	
30	OPERATING EXPENSES			135,600
30403	VEHICLE EXPENSE/TRAVEL		14,900	
	FLA. LEAGUE CONF. (for 5)	7,000		
	MISC MEETINGS / DINNERS	1,800		
	MISC TRAVEL	4,600		
	VCOG/LEAGUE DINNERS	1,500		
30411	TELEPHONE	1,600	1,600	
30412	POSTAGE	100	100	
30450	GENERAL INSURANCE	1,600	1,600	
30470	PRINTING		400	
	PAPER/BUSINESS CARDS	400		
30490	OTHER CHARGES		106,800	
	CC COOKOUT	6,500		
	CITY MARKETING PROGRAM	29,000		
	COUNCIL MTGS	1,100		
	EMPLOY/CITIZEN RECOGNTN	800		
	FIRST STEP SHELTER	20,000		
	HOPE PLACE	15,000		
	MUSIC LICENSE FEES (BMI, ASCAP)	900		
	PO/SD CHAMBER ANNEX	30,000		
	X-MAS EVENT/PARADE	3,500		
30510	OFFICE SUPPLIES	500	500	
30520	OPERATING SUPPLIES	2,700	2,700	
30540	BOOKS/MEMBERSHIP		7,000	
	CONSTANT CONTACT	400		
	FLA LEAGUE OF CITIES	600		
	FLA LEAGUE OF MAYORS	400		
	MISC / QC AD	300		
	PO/SD CHAMBER	400		
	TEAM VOLUSIA BUS. ALLIANCE	3,300		
	V-CARD	400		
	VOL LEAGUE OF CITIES	700		
	VOL. TPO	500		
60	CAPITAL EXPENSES			175,000
60610	LAND		175,000	
	CHASE PROPERTY	175,000		
TOTAL LEGISLATIVE			379,500	379,500

FISCAL YEAR 2022-2023 BUDGET
5120-EXECUTIVE DEPARTMENT EXPENSE

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	331,550	335,200	331,500	2.1%	(3,700)
13	OTHER SALARY	0	4,800	12,400	0.1%	7,600
15	SPECIAL PAY	4,642	5,100	0	0.0%	(5,100)
21	FICA	24,109	24,000	25,500	0.2%	1,500
22	RETIREMENT	81,087	99,700	98,800	0.6%	(900)
23	LIFE/HEALTH INSURANCE	37,023	30,300	36,900	0.2%	6,600
24	WORKER'S COMP.	5,899	7,200	6,900	0.0%	(300)
	TOTAL PERSONAL SERVICES	484,310	506,300	512,000	3.3%	5,700
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	15,409	14,000	14,000	0.1%	0
34	CONTRACTUAL SERVICES	950	10,100	7,300	0.0%	(2,800)
35	TRAINING	0	2,000	3,000	0.0%	1,000
40	VEHICLE EXPENSE/TRAVEL	7,761	12,000	15,600	0.1%	3,600
41	COMMUNICATIONS	28,413	28,400	28,400	0.2%	0
45	GENERAL INSURANCE	13,327	12,800	15,700	0.1%	2,900
46	REPAIRS/MAINTENANCE	1,477	5,400	5,400	0.0%	0
47	PRINTING	8,468	13,500	13,500	0.1%	0
49	OTHER CHARGES	9,207	17,200	17,200	0.1%	0
51	OFFICE SUPPLIES	2,571	4,000	4,000	0.0%	0
52	OPERATING SUPPLIES	2,448	6,000	6,000	0.0%	0
54	BOOKS/MEMBERSHIPS	3,166	5,200	5,200	0.0%	0
	TOTAL OPERATING EXPENSES	93,196	130,600	135,300	0.9%	4,700
	GRAND TOTAL	577,506	636,900	647,300	4.1%	10,400

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5120-EXECUTIVE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			512,000
10120	REGULAR SALARY		331,500	
	CITY MANAGER			
	CITY CLERK/HR DIRECTOR			
	ADMINISTRATIVE ASSISTANT			
10130	OTHER SALARY		12,400	
10210	FICA		25,500	
10220	RETIREMENT		98,800	
10230	HEALTH		34,300	
10231	LIFE/VISION/DENTAL/ADD		2,600	
10240	WORKER'S COMP		6,900	
30	OPERATING EXPENSES			135,300
30310	PROFESSIONAL SERVICE		14,000	
	MISC SERVICES	10,000		
	TESTING	4,000		
30340	CONTRACT SERVICES		7,300	
	CIVICLERK	4,000		
	MUNI CODE I-NET FEE	2,000		
	WATERCOOLER	1,300		
30350	TRAINING		3,000	
	FACC CONFERENCE (2)	200		
	FLA. PUB. PERSONNEL CONF.	300		
	ICCMA/FCCMA CONFERENCES	600		
	IIMC CONFERENCE	300		
	MISC. SEMINARS	1,600		
30403	TRAVEL		15,600	
	AUTO ALLOWANCES (CM)	8,400		
	MISC. MEET./DINNERS	2,000		
	TRAVEL/PER DIEM CONF.	5,200		
30411	TELEPHONE		20,500	
	TELEPHONE & CELL	20,500		
30412	POSTAGE		7,900	
	MISC POSTAGE	3,500		
	PELICAN	4,400		
30450	GENERAL INSURANCE	15,700	15,700	
30460	REPAIRS/MAINTENANCE		5,400	
	COMPUTER	600		
	COPIER MAINT. CONTRACTS (2)	3,000		
	MAINT FEE-DIGITAL REC. SFTWR	1,800		
30470	PRINTING		13,500	
	MISC.	3,500		
	PELICAN	10,000		

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5120-EXECUTIVE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
30490	OTHER CHARGES		17,200	
	ADVERTISING	5,000		
	FLOWERS/PLAQUES	1,600		
	LUNCH/LEARN/MISC	5,500		
	PRESENTATION MATERIAL	2,000		
	XMAS PARTY/PICNIC	3,100		
30510	OFFICE SUPPLIES		4,000	
	GEN. OFFICE SUPPLIES	4,000		
30520	OPERATING SUPPLIES		6,000	
	MISC. SUPPLIES: shirts, printers	6,000		
30540	BOOKS/MEMBERSHIP		5,200	
	BRIGHTHOUSE	800		
	FACC & FPP; MISC	600		
	FCCMA	500		
	FL MUNI ASSOC SAFETY/HEALTH	100		
	FMASH	100		
	ICCMA	1,000		
	ICMA	1,300		
	MISC. PUBLICATIONS	600		
	NEWS JOURNAL (1)	200		
TOTAL EXECUTIVE DEPT.			647,300	647,300

**FISCAL YEAR 2022-2023 BUDGET
5130-FINANCE DEPARTMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	352,947	362,200	317,500	2.0%	(44,700)
21	FICA	25,903	27,300	24,300	0.2%	(3,000)
22	RETIREMENT	57,606	62,400	54,300	0.3%	(8,100)
23	LIFE/HEALTH INSURANCE	61,606	50,400	61,500	0.4%	11,100
24	WORKER'S COMP.	6,333	7,500	6,200	0.0%	(1,300)
	TOTAL PERSONAL SERVICES	504,394	509,800	463,800	2.9%	(46,000)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	19,043	7,000	29,200	0.2%	22,200
32	ACCOUNT/AUDIT SERVICES	25,200	34,200	26,500	0.2%	(7,700)
35	TRAINING	3,205	9,300	5,900	0.0%	(3,400)
40	VEHICLE EXPENSE/TRAVEL	28	6,800	2,500	0.0%	(4,300)
41	COMMUNICATIONS	3,096	2,700	2,400	0.0%	(300)
44	RENT AND LEASE	1,926	3,600	2,400	0.0%	(1,200)
45	GENERAL INSURANCE	5,234	6,300	8,100	0.1%	1,800
46	REPAIRS/MAINTENANCE	0	900	900	0.0%	0
47	PRINTING	165	1,300	900	0.0%	(400)
49	OTHER CHARGES	6,947	5,300	6,900	0.0%	1,600
51	OFFICE SUPPLIES	2,780	4,900	5,000	0.0%	100
52	OPERATING SUPPLIES	1,431	4,300	4,500	0.0%	200
54	BOOKS/MEMBERSHIPS	744	800	2,200	0.0%	1,400
	TOTAL OPERATING EXPENSES	69,800	87,400	97,400	0.6%	10,000
60	CAPITAL OUTLAY					
64	EQUIPMENT	4,000	0	0	0.0%	0
	TOTAL CAPITAL OUTLAY	4,000	0	0	0.0%	0
	GRAND TOTAL	578,195	597,200	561,200	3.5%	(36,000)

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5130-FINANCE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			463,800
10120	REGULAR SALARY		317,500	
	FINANCE DIRECTOR			
	ACCOUNTANT			
	ACCOUNTING CLERK I, II, III			
10210	FICA		24,300	
10220	RETIREMENT		54,300	
10230	HEALTH		57,200	
10231	LIFE/VISION/DENTAL/ADD		4,300	
10240	WORKER'S COMP.		6,200	
30	OPERATING EXPENSES			97,400
30310	PROFESSIONAL SERVICES		29,200	
	OPEB ACTUARY	4,200		
	CHASE ATTORNEY FEES	25,000		
30320	ACCOUNT/AUDIT SERVICES		26,500	
	ANNUAL AUDIT/CAFR	22,200		
	SINGLE AUDIT (Fed &State)	4,300		
30350	TRAINING		5,900	
	Annual FICPA Conference	500		
	DAYTONA STATE	2,900		
	FGFOA Conference (2)	850		
	FGFOA School of Government (2)	1,250		
	Quarterly VF FGFOA Meetings (5)	400		
30403	TRAVEL		2,500	
	EOC-Emergency Management	100		
	FGFOA	900		
	FGFOA School of Government (2)	1,100		
	FICPA	300		
	Quarterly VF FGFOA Meetings (5)	100		
30411	TELEPHONE	1,400	1,400	
30412	POSTAGE	1,000	1,000	
30440	RENTAL/LEASE		2,400	
	CROWN SHREDDING	400		
	PITNEY-BOWES/POSTAGE METER	2,000		
30450	GENERAL INSURANCE	8,100	8,100	
30460	REPAIRS/MAINTENANCE		900	
	COPIER	300		
	FOLDER	300		
	SHREDDER	300		
30470	PRINTING		900	
	ANNUAL BUDGET	150		
	CHECKS, ENVELOPES, MISC	550		
	COPIER	200		
30490	OTHER CHARGES		6,900	
	BANK, ACH FEES	5,900		
	MISC.	1,000		
30510	OFFICE SUPPLIES		5,000	
	CHECK PRINTER COVER	100		
	MISC	1,200		
	PAPER	1,700		
	TONER/POSTAGE METER INK	2,000		

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
5130-FINANCE DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	
30520	OPERATING SUPPLIES		4,500	
	MISC	3,000		
	OUTDOOR PAYMENT BOX	100		
	REPLACEMENT MAILROOM SORTING BOX	100		
	UNIFORMS	1,000		
	WATER	300		
30540	PUBLICATIONS/MEMBERSHIPS		2,200	
	AICPA MEMBERSHIP	300		
	BUDGET/ACFR AWARD	800		
	CGFO	40		
	FGFOA & V/F FGFOA MEM. (5)	400		
	FICPA MEMBERSHIP	350		
	GFOA MEMBERSHIP (2)	310		
TOTAL FINANCE DEPT.			561,200	561,200

**FISCAL YEAR 2022-2023 BUDGET
5140-LEGAL EXPENSE**

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	105,000	105,000	105,000	0.7%	0
47	PRINTING/CITY ORD.	0	5,500	2,500	0.0%	(3,000)
49	OTHER CHARGES	16,041	42,900	51,400	0.3%	8,500
	TOTAL OPERATING EXPENSE	121,041	153,400	158,900	1.0%	5,500
	GRAND TOTAL	121,041	153,400	158,900	1.0%	5,500

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5140-LEGAL EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
30	OPERATING EXPENSES			158,900
30313	MISC LEGAL FEES	105,000	105,000	
30470	PRINTING		2,500	
	ORDINANCE CODIFICATIONS	2,500		
30490	OTHER CHARGES		51,400	
	CODE ON THE INTERNET	1,000		
	ELECTIONS	5,000		
	LEGAL ADVERTISING	25,000		
	MISC	400		
	SETTLEMNTS/DEDUCTIBLS	20,000		
TOTAL LEGAL			158,900	158,900

FISCAL YEAR 2022-2023 BUDGET
5150-COMPREHENSIVE PLANNING EXPENSE

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	87,744	91,500	65,000	0.4%	(26,500)
13	OTHER SALARY	0	300	0	0.0%	(300)
21	FICA	6,692	7,000	5,000	0.0%	(2,000)
22	RETIREMENT	8,973	10,000	7,200	0.0%	(2,800)
23	LIFE/HEALTH INSURANCE	12,325	10,100	12,300	0.1%	2,200
24	WORKER'S COMP.	1,562	1,900	1,300	0.0%	(600)
	TOTAL PERSONAL SERVICES	117,295	120,800	90,800	0.6%	(30,000)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	2,515	5,000	6,000	0.0%	1,000
35	TRAINING	1,469	3,700	4,400	0.0%	700
40	VEHICLE EXPENSE/TRAVEL	1,117	700	1,400	0.0%	700
41	COMMUNICATIONS	123	200	200	0.0%	0
47	PRINTING	45	500	500	0.0%	0
52	OPERATING SUPPLIES	122	400	400	0.0%	0
54	BOOKS/MEMBERSHIPS	498	1,000	1,500	0.0%	500
55	PLANNING BOARD	196	6,000	6,000	0.0%	0
	TOTAL OPERATING EXPENSES	6,085	17,500	20,400	0.1%	2,900
	GRAND TOTAL	123,381	138,300	111,200	0.7%	(27,100)

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5150-COMPREHENSIVE PLANNING EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			90,800
10120	REGULAR SALARY		65,000	
	CITY PLANNER			
10210	FICA		5,000	
10220	RETIREMENT		7,200	
10230	HEALTH		11,400	
10231	LIFE/VISION/DENTAL/ADD		900	
10240	WORKER'S COMP		1,300	
30	OPERATING EXPENSES			20,400
30310	PROFESSIONAL SERVICES		6,000	
	ANNEX MAPPING/ GIS SRVS	3,000		
	ENGINEERING SERVICES	3,000		
30350	TRAINING		4,400	
	CONTINUING ED CLASSES UCF	3,000		
	SEMINARS/ASSOCIATIONS	1,400		
30403	TRAVEL		1,400	
	SEMINARS/WORKSHOPS	1,400		
30412	POSTAGE	200	200	
30470	PRINTING	500	500	
30520	OPERATING SUPPLIES		400	
	MISC SUPPLY	400		
30540	BOOKS,SUBSCRIP/MEMBER	1,500	1,500	
30550	PLANNING BOARD		6,000	
	HEARINGS/LEGAL EXPENSES	6,000		
TOTAL COMPREHENSIVE PLANNING			111,200	111,200

**FISCAL YEAR 2022-2023 BUDGET
5190-OTHER GOVERNMENT EXPENSE**

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
356	COMPUTING NETWORK MAINT	166,591	221,500	267,300	1.7%	45,800
553	CODE ENFORCEMENT MAGISTRATE	4,818	6,000	12,000	0.1%	6,000
556	CITY BEAUTIFICATION GRANT	1,500	3,300	53,000	0.3%	49,700
565	CULTURE AND ENTERTAINMENT	14,463	15,000	0	0.0%	(15,000)
	TOTAL OPERATING EXPENSES	187,372	245,800	332,300	2.1%	86,500
	GRAND TOTAL	187,372	245,800	332,300	2.1%	86,500

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5190-OTHER GOVERNMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
30	OPERATING EXPENSES			332,300
30356	COMPUTING NETWORK MAINT		267,300	
	2FA Licensing	\$3,000.00		
	Active Directory Automation Tool	\$750.00		
	Anti-Malware - 40 Seats	\$2,000.00		
	Backup - Veeam B&R Enterprise Licensir	\$7,000.00		
	Belcher Incl Cisco Engineer	\$10,000.00		
	Cable\Internet	\$10,000.00		
	Cisco Umbrella Web Filtering	\$8,700.00		
	City Meeting Live Streaming	\$1,200.00		
	Civic Enage - City Web Site, Mobile App	\$9,200.00		
	CivicClerk	\$3,500.00		
	CivicHR	\$4,100.00		
	CivicRec	\$4,500.00		
	Desktop Monitor R&R	\$1,500.00		
	Desktop UPS	\$1,000.00		
	Desktop Warranties	\$600.00		
	Desktop/Laptop R&R	\$14,000.00		
	Digital Signage	\$700.00		
	External Server Hosting (Video Stream)	\$1,000.00		
	FLGISA Membership Dues	\$200.00		
	Guardian Tracking Contract	\$3,600.00		
	KnowBe4	\$2,500.00		
	L0phtCrack PW Auditor Software Contrac	\$200.00		
	Misc Supplies	\$3,500.00		
	Munis/Tyler Saas Migration	\$60,000.00		
	Network Switches/Cabling/Equipment	\$4,000.00		
	Office 365 Subscription	\$35,300.00		
	Offsite Backup	\$4,000.00		
	PDQ Inventory & Deploy Software Contra	\$2,000.00		
	Printers/Scanners	\$3,000.00		
	Remote Access Software	\$1,050.00		
	Replacement of Cisco Firewalls	\$35,200.00		
	Server OS & Client Access Licenses	\$2,500.00		
	Server RAM	\$1,500.00		
	Server UPS	\$1,800.00		
	Server Warranties	\$3,000.00		
	Social Media Archiving	\$6,000.00		
	Software Adobe	\$2,400.00		
	Training,Conference,Travel	\$6,500.00		
	VMWare Licensing Contract	\$6,300.00		
30553	CODE ENFORCEMENT BOARD		12,000	
30556	CITY BEAUTIFICATION GRANT		53,000	
	Beautification Grants	3,000		
	Sign Grants	50,000		
OTHER GOVERNMENT TOTAL			332,300	332,300

**FISCAL YEAR 2022-2023 BUDGET
PUBLIC SAFETY SUMMARY**

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	2,519,779	2,786,600	2,852,500	18.2%	65,900
13	OTHER SALARY	0	28,300	37,700	0.2%	9,400
14	OVERTIME	337,125	252,600	264,800	1.7%	12,200
15	SPECIAL PAY	30,465	27,900	72,100	0.5%	44,200
21	FICA	214,400	224,800	237,900	1.5%	13,100
22	RETIREMENT	621,536	691,300	723,300	4.6%	32,000
23	LIFE/HEALTH INSURANCE	571,535	451,400	541,700	3.5%	90,300
24	WORKER'S COMP.	55,520	64,500	63,600	0.4%	(900)
	TOTAL PERSONAL SERVICES	4,350,360	4,527,400	4,793,600	30.6%	266,200
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	24,359	5,000	5,000	0.0%	0
34	CONTRACTUAL SERVICES	9,463	31,200	26,200	0.2%	(5,000)
35	TRAINING	67,829	96,100	134,300	0.9%	38,200
36	COMPUTING NETWORK MAINT	185,439	297,600	295,300	1.9%	(2,300)
40	VEHICLE EXPENSE/TRAVEL	120,464	178,400	209,700	1.3%	31,300
41	COMMUNICATIONS	47,083	47,900	47,900	0.3%	0
43	UTILITIES	82,869	84,600	85,300	0.5%	700
44	RENT AND LEASE	43,996	35,300	35,300	0.2%	0
45	GENERAL INSURANCE	120,085	150,800	182,500	1.2%	31,700
46	REPAIRS/MAINTENANCE	48,737	62,600	73,900	0.5%	11,300
47	PRINTING	842	2,000	2,000	0.0%	0
49	OTHER CHARGES	2,884	8,000	16,000	0.1%	8,000
51	OFFICE SUPPLIES	6,474	11,400	11,400	0.1%	0
52	OPERATING SUPPLIES	250,127	433,100	308,300	2.0%	(124,800)
54	BOOKS/MEMBERSHIPS	6,191	11,200	12,300	0.1%	1,100
	TOTAL OPERATING EXPENSES	1,016,841	1,455,200	1,445,400	9.2%	(9,800)
60	CAPITAL OUTLAY					
64	EQUIPMENT	651,208	287,700	417,200	2.7%	129,500
	TOTAL CAPITAL OUTLAY	651,208	287,700	417,200	2.7%	129,500
	GRAND TOTAL	6,018,409	6,270,300	6,656,200	42.5%	385,900

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2022-2023 BUDGET
5210-PUBLIC SAFETY ADMIN. EXPENSE**

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	769,285	787,900	743,700	4.8%	(44,200)
13	OTHER SALARY	0	21,600	20,900	0.1%	(700)
14	OVERTIME	3,934	5,500	3,900	0.0%	(1,600)
15	SPECIAL PAY	17,367	9,300	9,500	0.1%	200
21	FICA	57,428	60,600	59,500	0.4%	(1,100)
22	RETIREMENT	136,117	159,400	146,000	0.9%	(13,400)
23	LIFE/HEALTH INSURANCE	135,641	111,000	135,400	0.9%	24,400
24	WORKER'S COMP.	14,487	17,200	15,300	0.1%	(1,900)
	TOTAL PERSONAL SERVICES	1,134,260	1,172,500	1,134,200	7.2%	(38,300)
30	OPERATING EXPENSES					
35	TRAINING	4,133	7,800	7,800	0.0%	0
36	COMPUTING NETWORK MAINT.	185,439	297,600	295,300	1.9%	(2,300)
40	VEHICLE EXPENSE/TRAVEL	13,587	44,800	51,100	0.3%	6,300
41	COMMUNICATIONS	47,083	28,100	28,100	0.2%	0
43	UTILITY SERVICES	82,869	84,600	85,300	0.5%	700
44	RENT AND LEASE	479	5,800	5,800	0.0%	0
45	GENERAL INSURANCE	119,530	117,800	149,500	1.0%	31,700
46	REPAIRS/MAINTENANCE	548	1,900	1,900	0.0%	0
47	PRINTING	73	1,000	1,000	0.0%	0
49	OTHER CHARGES	2,884	8,000	16,000	0.1%	8,000
51	OFFICE SUPPLIES	4,731	6,400	6,400	0.0%	0
52	OPERATING SUPPLIES	14,567	25,500	24,500	0.2%	(1,000)
54	BOOKS/MEMBERSHIPS	3,001	7,500	7,500	0.0%	0
	TOTAL OPERATING EXPENSES	478,924	636,800	680,200	4.3%	43,400
	GRAND TOTAL	1,613,184	1,809,300	1,814,400	11.6%	5,100

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5210-PUBLIC SAFETY ADMIN. EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			1,134,200
10120	REGULAR SALARY		743,700	
	PUBLIC SAFETY DIRECTOR			
	ADMIN. ASST			
	RECORDS CLERK			
	LIEUTENANT(S)			
	CRIME ANALYST			
	ACCREDITATION/FIRE SUPT.			
10130	OTHER SALARY		20,900	
10140	OVERTIME		3,900	
10150	SPECIAL PAY		9,500	
10210	FICA		59,500	
10220	RETIREMENT		146,000	
10230	HEALTH		125,900	
10231	LIFE/VISION/DENTAL/ADD		9,500	
10240	WORKER'S COMP.		15,300	
30	OPERATING EXPENSES			680,200
30350	TRAINING		7,800	
	ACCREDITATION CONFERENCES	600		
	CAREER DEVELOPMENT	800		
	CEU/MISC TRAINING & BOOKS	700		
	CID TRAINING	800		
	FIRE MARSHALL CONFERENCES	700		
	MISC TRAINING	500		
	MISC TRAINING BOOKS	800		
	POLICE CHIEFS CONF	900		
	PROPERTY/EVIDENCE TRAINING	2,000		
30356	COMPUTING NETWORK MAINTENANCE		295,300	
	Access Control Readers R&R	\$2,500.00		
	AMAG SSA Contract	\$1,650.00		
	Anti-Malware	\$2,500.00		
	Axon - Fleet Cameras and Storage	\$13,100.00		
	Axon - OSP Core+ - Body Cams and Tasers	\$68,900.00		
	Belcher Inc \Cisco Engineer Support	\$10,000.00		
	Cable/Internet	\$13,000.00		
	Car Docking Stations	\$1,750.00		
	CID Tracking Software	\$750.00		
	County RMS System	\$5,000.00		
	Crossmatch Scanner Contract	\$1,000.00		
	CyberCheck -CID program web based	\$5,000.00		
	Dell Latop Docks	\$6,500.00		
	Desktop Monitor R&R	\$800.00		
	Desktop UPS	\$1,000.00		
	eAgent 2.0	\$6,500.00		
	Finder	\$2,500.00		
	Fire Inspector Software	\$350.00		
	FTO Maintenance Program	\$3,000.00		
	Interview Room Software/Hardware Warranty	\$2,000.00		
	Ipads for Fire Trucks with Rugged Cases and Keyboard	\$4,150.00		
	Laptop Docks Repairs	\$1,500.00		
	Manager Plus Maintenance Contract	\$2,250.00		
	Mini Ipad for Fire Services with Rugged Case	\$700.00		
	Mobile Device Management (MDM)	\$2,500.00		
	Network Switches/Cabling/Equipment	\$4,000.00		
	Offsite Backup	\$4,000.00		
	PC Field Laptop Warranties	\$1,250.00		
	PC Patrol Field Laptops	\$21,000.00		
	PCs Office Desktop R&R	\$2,500.00		
	Power DMS Maintenance Contract	\$6,750.00		
	Printers	\$2,500.00		
	Quartermaster Software	\$12,000.00		
	Replacement Hardware	\$5,000.00		
	Replacement of Cisco Firewalls	\$35,200.00		

	Security Cameras	\$2,000.00	
	Server OS & Client Access Licenses	\$1,500.00	
	Server RAM	\$1,000.00	
	Server UPS	\$2,500.00	
	Server Warranties	\$4,000.00	
	Software - Adobe Services	\$3,500.00	
	Software Support/Maintenance	\$1,500.00	
	Surface Pro	\$2,500.00	
	Syn-Tech	\$1,300.00	
	TLO Investigate Program	\$2,000.00	
	Vehicle Printers	\$14,400.00	
	VPN 2FA Authentication Licenses	\$5,000.00	
	Wifi Access Points	\$1,000.00	
30401	GAS/OIL	24,900	24,900
30402	REPAIRS	13,200	13,200
30403	TRAVEL		13,000
	ACCREDITATION CONFERENCES	3,000	
	FIRE MARSHALL CONF	1,000	
	FLORIDA POLICE CHIEF'S CONFS	2,500	
	MISC. SEMINARS/CONFER	5,300	
	WITNESS INTERVIEWS/SUSPECTS	1,200	
30411	TELEPHONE		26,600
	AT&T	2,500	
	PHONE SERVICE	11,000	
	WIRELESS	13,100	
30412	POSTAGE	1,500	1,500
30431	ELECTRIC	74,500	74,500
30432	WATER	9,400	9,400
30434	SEWER	1,400	1,400
30440	LEASES		5,800
	COPIER	2,700	
	MISC. VEH. RENTALS	1,900	
	WATER COOLER	1,200	
30450	GENERAL INSURANCE	149,500	149,500
30460	REPAIRS/MAINTENANCE		1,900
	FLORIDA PAC	600	
	MISCELLANEOUS	1,000	
	SHREDDER CONTRACT	300	
30470	PRINTING	1,000	1,000
30490	OTHER CHARGES		16,000
	AWARDS CEREMONY	4,000	
	DRUG BUYS/INFORMANT.	5,000	
	RETIREMENT	4,000	
	TOUR DE FORCE	3,000	
30510	OFFICE SUPPLIES	6,400	6,400
30520	OPERATING SUPPLIES		24,500
	CLOTHING ALLOWS.	5,500	
	EVIDENCE SUPPLS/PROC	6,000	
	MISC. OPERATING/CLEANING	2,500	
	OFFICE CHAIRS/FOLDING CHAIRS	3,500	
	REPLACEMENT DESK CID	1,000	
	UNIFORMS & CLEANING	6,000	
30540	BOOKS/MEMBERSHIP		7,500
	Assorted Memberships and Subscriptions	1,000	
	Code Books & Updates	3,000	
	Digital Newspaper 12 months	175	
	FBI Academy Assoc./LEEDA	395	
	FLA PAC	50	
	Florida Police Chiefs Assoc.	550	
	International Assoc. of Fire Chiefs	100	
	International Police Chief's Assoc.	130	
	National Directory	150	
	NFPA Subscription Service/Membership	1,650	
	VCFPA	50	
	Volusia County Fire Chief Assoc/VCFPA	75	
	Volusia County Police Chiefs	175	
TOTAL P.S. ADMIN.		1,814,400	1,814,400

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2022-2023 BUDGET
5211-PUBLIC SAFETY CID, PATROL & RESCUE EXPENSE**

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	1,656,873	1,902,000	2,009,300	12.8%	107,300
13	OTHER SALARY	0	6,700	14,500	0.1%	7,800
14	OVERTIME	332,807	246,100	259,900	1.7%	13,800
15	SPECIAL PAY	11,523	18,600	62,600	0.4%	44,000
21	FICA	150,015	156,700	170,500	1.1%	13,800
22	RETIREMENT	475,806	521,200	565,900	3.6%	44,700
23	LIFE/HEALTH INSURANCE	411,070	320,200	381,700	2.4%	61,500
24	WORKER'S COMP.	39,298	45,300	46,300	0.3%	1,000
	TOTAL PERSONAL SERVICES	3,077,392	3,216,800	3,510,700	22.4%	293,900
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	24,359	5,000	5,000	0.0%	0
34	CONTRACTUAL SERVICES	7,990	24,700	24,700	0.2%	0
35	TRAINING	63,696	88,300	126,500	0.8%	38,200
40	VEHICLE EXPENSE/TRAVEL	106,578	132,100	157,100	1.0%	25,000
41	COMMUNICATIONS	0	19,800	19,800	0.1%	0
44	RENT AND LEASE	43,517	29,500	29,500	0.2%	0
45	GENERAL INSURANCE	0	32,400	32,400	0.2%	0
46	REPAIRS/MAINTENANCE	37,458	51,300	60,100	0.4%	8,800
47	PRINTING	769	1,000	1,000	0.0%	0
51	OFFICE SUPPLIES	1,743	5,000	5,000	0.0%	0
52	OPERATING SUPPLIES	230,749	401,700	276,900	1.8%	(124,800)
54	BOOKS/MEMBERSHIPS	3,190	3,700	4,800	0.0%	1,100
	TOTAL OPERATING EXPENSES	520,048	794,500	742,800	4.7%	(51,700)
60	CAPITAL OUTLAY					
64	EQUIPMENT	651,208	287,700	417,200	2.7%	129,500
	TOTAL CAPITAL OUTLAY	651,208	287,700	417,200	2.7%	129,500
	GRAND TOTAL	4,248,648	4,299,000	4,670,700	29.9%	371,700

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5211-PUBLIC SAFETY CID, PATROL & RESCUE EXPENSE**

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
10	PERSONAL SERVICES			3,510,700
10120	REGULAR SALARY		2,009,300	
	SERGEANTS			
	DETECTIVES			
	OFFICERS/RESCUE			
10130	OTHER SALARY		14,500	
10140	OVERTIME		259,900	
10150	SPECIAL PAY		62,600	
10210	FICA		170,500	
10220	RETIREMENT		565,900	
10230	HEALTH		354,700	
10231	LIFE/VISION/DENTAL/ADD/CANCER		27,000	
10240	WORKER'S COMP.		46,300	
30	OPERATING EXPENSES			742,800
30310	PROFESSIONAL SERVICES		5,000	
	DRUG SCREENINGS-NEW HIRE	400		
	HEPATITIS B VAC.	1,400		
	MISC	200		
	MISC DRUG SCREENS	500		
	PHYS/EKG/PSYCH EXAMS	2,500		
30340	CONTRACT SERVICES		24,700	
	CERTIFICATE RENEWALS	1,700		
	OUTSIDE CONTRACT SERVICES	23,000		
30350	TRAINING		125,000	
	Career Development Courses	2,000		
	CID Training & Conferences	10,000		
	Defensive Tactics Instructor	3,000		
	EDGEWATER RANGE	1,000		
	Educational Reimbursement	13,000		
	EMS TRAINING EQUIPMENT (MANIKINS)	12,000		
	EVOC/PumpOps/Company Officer training	5,000		
	Fire Inspector CEU	200		
	Firearms Instructor Training	5,000		
	Firearms Training/Training Ammo	26,000		
	IA Conference	1,000		
	JIUJITSU TRAINING	1,500		
	Less lethal training/TRAINING AMMO	1,300		
	Misc. Training Expenses	19,000		
	Motors Training	1,000		
	Paramedic and EMT Re-Certification	1,100		
	Paramedic/EMTSkill Refresher	7,400		
	Police & Fire Related Courses, Books, Seminars	1,000		
	SIMUNITIONS AMMUNITION	5,000		
	Tactical Team training	8,000		
	TRT Rope Rescue	1,500		
30351	PSO FIRE TRAINING	1,500	1,500	
30401	GAS/OIL	65,100	65,100	
30402	REPAIRS		74,500	
	CONTRACT CAR WASH	4,500		
	CONTROL SYSTEM	1,500		
	GEN.REPAIR/MAINT	65,000		
	MOTORCYCLE EQUIP	1,500		
	WHELEN LIGHT & SIREN PACKAGE	2,000		
30403	TRAVEL		17,500	
	CID- Travel to Seminars, Court and Conferences	9,000		
	Fire Marshal - Travel to Conferences	3,500		
	Patrol -Travel to Seminars, Court and Conferences	5,000		
30411	TELEPHONE		19,800	
	Verizon	400		
	ATT	19,400		

30440	LEASES		29,500
	AIR CARDS/LAPTOPS	9,100	
	D.B. HYDRANTS	7,500	
	MONTHLY COPIES CHARGE	600	
	P.O. HYDRANTS	12,300	
30450	GENERAL INSURANCE	32,400	32,400
30460	REPAIRS/MAINTENANCE		60,100
	02 System Maintenanc/hydro tests	5,000	
	Bio Hazard Disposal	2,000	
	Bunker Gear cleaning	500	
	Fire Extinguisher service	400	
	Hose Monster Bundle-hydrant flow test kit	4,000	
	HYDRO TEST SCBA BOTTLES	1,000	
	Ladder repair & labels	500	
	Maintenance Contract for Radios	11,000	
	Mako Compressor Maintenance & Repairs	3,000	
	Medical Equipment	800	
	Meth lab cleanup	6,000	
	Misc. Services/Repairs	2,300	
	MSA Annual flow tests/repairs	3,000	
	Pump, Ladder & Hose Testing	5,000	
	Radar Units (Calibrate 2 times/year-repairs)	2,000	
	Radio and Light Bars not included in Maintenance	1,000	
	Radio Profile Update 80 @ \$34.00 each	3,000	
	Recertify intox simulators	2,000	
	TNT/Edraulic/strong arm servicing	1,000	
	Weapon maintenance & replacement parts	2,600	
	Zoll Tech Support 2 life paks	4,000	
30470	PRINTING		1,000
	REPORTS/FORMS/ETC...	1,000	
30510	OFFICE SUPPLIES	5,000	5,000
30520	OPERATING SUPPLIES		276,900
	2 Replacement chairs	1,000	
	Air bags	11,500	
	Badges	1,500	
	Ballistic Vests 5 @\$1100 each	5,500	
	Battery Ventilation Fan	6,500	
	Bunker gear 10 sets @ \$3300. Each	33,000	
	CID duty gear & equipment	2,000	
	Commit	3,800	
	Decon Equipment	500	
	Dehumidifier	350	
	Drone Accessories	5,000	
	Drug Test Kits	1,500	
	Duty Ammo	5,000	
	Duty gear	2,500	
	Evidence/crime scene supplies/equipment	5,000	
	Fire Extinguishers	1,000	
	Fire gloves/hoods/helmets/boots/misc accessories	26,000	
	Fire Inspector Tools & equipment	1,000	
	Hearing & Eye Protection	400	
	Honor Guard uniforms & equipment	4,700	
	Intoxilyzer Simulators	5,200	
	Load Bearing outer carriers 25 @ 275. each	6,880	
	Medical Supplies	30,000	
	Miscellaneous Equipment	3,000	
	Miscellaneous Supplies & Tools	3,500	
	Motor radio communications kit	2,300	
	Night Vision Monocular 2 @ \$2195 each	4,400	
	Nikon Monarch 5 Binoculars 6 @ \$276.95 each	1,670	
	Oxygen Fill Station	400	
	Paratech Tiedowns and Stabilizers	3,100	
	Personnel Rehab Equipment 2 @250. each	500	
	Portable Hose Racks	3,000	
	Radios/Antennas/Batteries/microphones/Chargers	3,500	
	Rescue & Utility Rope	1,000	
	Shoe allowance	5,500	

	Signage	2,500	
	Stalker Radar units 5 @ \$2400.00	12,000	
	Tactical Equipment	25,000	
	Tools, Hose & Foam	5,000	
	TRT Rope Rescue	700	
	Uniforms & Cleaning/Motor gear	40,000	
30540	BOOKS/MEMBERSHIP		4,800
	50 Florida Law Enforcement Handbooks @ \$47.00	2,350	
	Florida State Statutes	700	
	IAFCI Certification	450	
	IAFCI Membership	150	
	Misc Publications/Memberships	900	
	NOTA membership	250	
60	CAPITAL OUTLAY		417,200
60640	EQUIPMENT		417,200
	DRONE	16,000	
	License plate readers	50,000	
	PATROL CARS (5) @ \$48320.00 each	241,600	
	SCBA Masks	60,000	
	ZOLL LIFE PAK MONITOR	49,600	
	TOTAL P.S. PATROL DEPARTMENT		4,670,700
			4,670,700

FISCAL YEAR 2022-2023 BUDGET
5213-PUBLIC SAFETY- AUTO MAINTENANCE EXPENSE

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	93,621	96,700	99,500	0.6%	2,800
13	OTHER SALARY	0	0	2,300	0.0%	2,300
14	OVERTIME	385	1,000	1,000	0.0%	0
15	SPECIAL PAY	1,575	0	0	0.0%	0
21	FICA	6,958	7,500	7,900	0.1%	400
22	RETIREMENT	9,612	10,700	11,400	0.1%	700
23	LIFE/HEALTH INSURANCE	24,824	20,200	24,600	0.2%	4,400
24	WORKER'S COMP.	1,735	2,000	2,000	0.0%	0
	TOTAL PERSONAL SERVICES	138,708	138,100	148,700	1.0%	10,600
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	1,473	6,500	1,500	0.0%	(5,000)
40	VEH EXP/TRAVEL	299	1,500	1,500	0.0%	0
45	GENERAL INSURANCE	555	600	600	0.0%	0
46	REPAIRS/MAINT.	10,731	9,400	11,900	0.1%	2,500
52	OPERATING SUPPLIES	4,810	5,900	6,900	0.0%	1,000
	TOTAL OPERATING EXPENSES	17,869	23,900	22,400	0.1%	(1,500)
	GRAND TOTAL	156,577	162,000	171,100	1.1%	9,100

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5213-PUBLIC SAFETY- AUTO MAINTENANCE EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			148,700
10120	REGULAR SALARY		99,500	
	MECHANICS (2)			
10130	OTHER SALARY		2,300	
10140	OVERTIME		1,000	
10210	FICA		7,900	
10220	RETIREMENT		11,400	
10230	HEALTH		22,900	
10231	LIFE/VISION/DENTAL/ADD		1,700	
10240	WORKER'S COMP.		2,000	
30	OPERATING EXPENSES			22,400
30340	CONTRACT SERVICES		1,500	
	UNIFORM RENTAL	1,500		
30401	GAS/OIL	1,000	1,000	
30402	REPAIRS	500	500	
30450	GENERAL INSURANCE	600	600	
30460	REPAIRS/MAINTENANCE		11,900	
	FUEL & OIL SPILL CLEANUP KITS	3,500		
	FUELMASTER MAINTENANCE	1,300		
	GENERATOR MAINTENANCE	1,700		
	MISCELLANEOUS REPAIRS	1,400		
	TIRE DISPOSAL	500		
	TIRE MACHINE REPAIRS	3,500		
30520	OPERATING SUPPLIES		6,900	
	DISPOSE OF HAZ. WASTE	1,200		
	MISC TOOLS/EQUIP./SOFTWR	3,700		
	REPLACEMENT TOOL CHEST	1,000		
	WELDING SUPPLIES	700		
	WORK SHOE ALLOWANCE	300		
TOTAL AUTOMOBILE MAINT. DEPT.			171,100	171,100

FISCAL YEAR 2022-2023 BUDGET
5240-BUILDING AND CODES EXPENSE

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	406,924	436,000	334,700	2.1%	(101,300)
13	OTHER SALARY	0	7,000	10,800	0.1%	3,800
14	OVERTIME	0	500	500	0.0%	0
15	SPECIAL PAY	6,527	500	0	0.0%	(500)
21	FICA	30,451	33,500	26,500	0.2%	(7,000)
22	RETIREMENT	51,119	59,000	38,400	0.2%	(20,600)
23	LIFE/HEALTH INSURANCE	62,403	60,600	61,500	0.4%	900
24	WORKER'S COMP.	6,940	9,200	6,800	0.0%	(2,400)
	TOTAL PERSONAL SERVICES	564,363	606,300	479,200	3.1%	(127,100)
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	2,300	2,300	0.0%	0
35	TRAINING	2,663	6,000	6,000	0.0%	0
40	VEHICLE EXPENSE/TRAVEL	2,808	5,700	9,600	0.1%	3,900
41	COMMUNICATIONS	2,375	3,000	3,500	0.0%	500
46	REPAIRS/MAINTENANCE	4,085	5,800	6,000	0.0%	200
47	PRINTING	217	500	500	0.0%	0
51	OFFICE SUPPLIES	1,734	2,000	4,500	0.0%	2,500
52	OPERATING SUPPLIES	4,407	8,900	16,200	0.1%	7,300
54	BOOKS/MEMBERSHIPS	1,356	3,300	3,300	0.0%	0
	TOTAL OPERATING EXPENSES	19,645	37,500	51,900	0.3%	14,400
60	CAPITAL OUTLAY					
64	EQUIPMENT	0	0	65,000	0.4%	65,000
	TOTAL CAPITAL OUTLAY	0	0	65,000	0.4%	65,000
	GRAND TOTAL	584,008	643,800	596,100	3.8%	(47,700)

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5240-BUILDING AND CODES EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			479,200
10120	REGULAR SALARY		334,700	
	CHIEF BLDG. OFFICIAL			
	DPTY DIRECTOR BLDG/CODES			
	CODE ENFORCE OFFICIAL			
	PERMIT TECHNICIAN (2)			
10130	OTHER SALARY		10,800	
10140	OVERTIME		500	
10150	SPECIAL PAY		0	
10210	FICA		26,500	
10220	RETIREMENT		38,400	
10230	HEALTH		57,200	
10231	LIFE/VISION/DENTAL/ADD		4,300	
10240	WORKER'S COMP.		6,800	
30	OPERATING EXPENSES			51,900
30310	PROFESSIONAL SERVICES		2,300	
	PLAN REVIEWS (revenue linked)	300		
	SURVEYORS,ENGINEER	2,000		
30350	TRAINING		6,000	
	BLDG.OFF. / ICC CONFERS	2,000		
	PROFESSIONAL SEMINAR	4,000		
30401	GAS/OIL	4,500	4,500	
30402	VEHICLE REPAIRS	2,100	2,100	
30403	TRAVEL		3,000	
	CONFERENCE/WORKSHOPS	3,000		
30411	TELEPHONE	1,000	1,000	
30412	POSTAGE	2,500	2,500	
30460	REPAIRS/MAINTENANCE		6,000	
	MISC REPAIRS	900		
	COPIER MAINT.	1,000		
	iWORQ SOFTWARE MAINT	4,100		
30470	PRINTING		500	
	PRINTING/BINDING	500		
30510	OFFICE SUPPLIES		4,500	
	INSPECTOR TABLETS/COMP	2,000		
	MISC. SUPPLIES	2,500		
30520	OPERATING SUPPLIES		16,200	
	CITY SHIRTS	800		
	FURNITURE	3,500		
	MISC. SUPPLIES	4,400		
	PLAN REVIEW SCREENS/READER	4,000		
	SCANNING	3,000		
	TOOLS	500		
30540	BOOKS/MEMBERSHIP		3,300	
	INTERNATIONAL CODE BOOKS	800		
	MISC MEMBERSHIPS, BOOKS	2,500		
60	CAPITAL			65,000
60640	CAPITAL EQUIPMENT		65,000	
	BUILDING OFFICIAL VEHICLE #166	40,000		
	CODE ENFORCEMENT VEHICLE	25,000		
TOTAL BUILDING DEPT. EXPENSE			596,100	596,100

**FISCAL YEAR 2022-2023 BUDGET
5390 - PHYSICAL ENVIRONMENT**

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	26,050	18,000	18,000	0.1%	0
43	UTILITIES (Solid Waste/Recycle)	1,188,703	1,454,300	1,596,200	10.2%	141,900
	TOTAL OPERATING EXPENSES	1,214,753	1,472,300	1,614,200	10.3%	141,900
70	DEBT SERVICE					
710	PRINCIPAL EXPENSE	6,595,185	0	0	0.0%	0
720	INTEREST EXPENSE	124,658	0	0	0.0%	0
730	ADMIN CHARGE (Rev. Offset)	14,400	0	0	0.0%	0
	TOTAL DEBT SERVICE	6,734,243	0	0	0.0%	0
	GRAND TOTAL	7,948,995	1,472,300	1,614,200	10.3%	141,900

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5390 - PHYSICAL ENVIRONMENT**

ACCT.#	CATEGORY	DETAIL	LINE ITEM	TOTAL
30	OPERATING EXPENSES			1,614,200
30310	PROFESSIONAL SERVICES		18,000	
	SW Tracking Software	3,000		
	SW Contract Monitor	15,000		
30435	SOLID WASTE (revenue linked)	1,488,400	1,488,400	
30436	RECYCLING (revenue linked)	107,800	107,800	
TOTAL UG UTIL DEPARTMENT			1,614,200	1,614,200

**FISCAL YEAR 2022-2023 BUDGET
PUBLIC WORKS EXPENSE SUMMARY**

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	462,479	514,800	668,600	4.3%	153,800
13	OTHER SALARY	0	3,700	6,500	0.0%	2,800
14	OVERTIME	866	3,100	5,500	0.0%	2,400
15	SPECIAL PAY	2,209	1,500	3,000	0.0%	1,500
21	FICA	34,321	40,000	52,400	0.3%	12,400
22	RETIREMENT	53,094	57,200	84,300	0.5%	27,100
23	LIFE/HEALTH INSURANCE	158,510	111,200	159,200	1.0%	48,000
24	WORKER'S COMP.	9,543	10,900	13,300	0.1%	2,400
	TOTAL PERSONAL SERVICES	721,021	742,400	992,800	6.3%	250,400
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	100	100	0.0%	0
34	CONTRACTUAL SERVICES	25,369	32,600	37,600	0.2%	5,000
35	TRAINING	310	3,400	10,300	0.1%	6,900
40	VEHICLE EXPENSE/TRAVEL	17,110	19,200	19,200	0.1%	0
41	COMMUNICATIONS	5,597	7,500	7,500	0.0%	0
43	UTILITY SERVICES	77,893	79,100	83,400	0.5%	4,300
44	RENT AND LEASE	15,510	17,500	17,500	0.1%	0
45	GENERAL INSURANCE	31,788	33,900	44,800	0.3%	10,900
46	REPAIRS/MAINTENANCE	337,449	234,200	253,000	1.6%	18,800
47	PRINTING	0	500	500	0.0%	0
49	OTHER	0	2,800	8,500	0.1%	5,700
51	OFFICE SUPPLIES	1,466	1,500	2,000	0.0%	500
52	OPERATING SUPPLIES	29,023	41,300	42,600	0.3%	1,300
54	BOOKS/MEMBERSHIPS	303	500	500	0.0%	0
	TOTAL OPERATING EXPENSES	541,818	474,100	527,500	3.4%	53,400
60	CAPITAL OUTLAY					
62	BUILDING	265,224	0	185,000	1.2%	185,000
63	OTHER IMPROVEMENTS	19,250	208,200	208,200	1.3%	0
64	EQUIPMENT	0	190,000	315,200	2.0%	125,200
	TOTAL CAPITAL OUTLAY	284,474	398,200	708,400	4.5%	310,200
	GRAND TOTAL	1,547,313	1,614,700	2,228,700	14.2%	614,000

FISCAL YEAR 2022-2023 BUDGET
5410-PUBLIC WORKS ADMINISTRATION EXPENSE

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	146,026	149,900	261,600	1.7%	111,700
13	OTHER SALARY	0	2,500	6,500	0.0%	4,000
14	OVERTIME	0	500	500	0.0%	0
15	SPECIAL PAY	2,209	0	0	0.0%	0
21	FICA	11,120	11,700	20,600	0.1%	8,900
22	RETIREMENT	21,472	16,700	38,600	0.2%	21,900
23	LIFE/HEALTH INSURANCE	24,778	20,300	36,900	0.2%	16,600
24	WORKER'S COMP.	2,603	3,200	5,300	0.0%	2,100
	TOTAL PERSONAL SERVICES	208,208	204,800	370,000	2.4%	165,200
30	OPERATING EXPENSES					
31	PROFESSIONAL SERVICES	0	100	100	0.0%	0
34	CONTRACTUAL SERVICES	643	600	0	0.0%	(600)
35	TRAINING	310	1,000	4,000	0.0%	3,000
40	VEHICLE EXPENSE/TRAVEL	3,673	6,500	6,500	0.0%	0
41	COMMUNICATIONS	5,597	7,500	7,500	0.0%	0
45	GENERAL INSURANCE	31,788	33,900	44,800	0.3%	10,900
46	REPAIRS/MAINTENANCE	900	2,900	2,800	0.0%	(100)
47	PRINTING	0	500	500	0.0%	0
49	OTHER	0	2,800	8,500	0.1%	5,700
51	OFFICE SUPPLIES	1,466	1,500	2,000	0.0%	500
52	OPERATING SUPPLIES	2,098	3,900	4,400	0.0%	500
54	BOOKS/MEMBERSHIPS	303	500	500	0.0%	0
	TOTAL OPERATING EXPENSES	46,778	61,700	81,600	0.5%	19,900
60	CAPITAL OUTLAY					
64	EQUIPMENT	0	0	43,000	0.3%	43,000
	TOTAL CAPITAL OUTLAY	0	0	43,000	0.3%	43,000
	GRAND TOTAL	254,985	266,500	494,600	3.2%	228,100

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5410-PUBLIC WORKS ADMINISTRATION EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			370,000
10120	REGULAR SALARY		261,600	
	DIRECTOR OF COMMUNITY SERVICE			
	DEPUTY DIRECTOR OF PUBLIC WORKS			
	ADMINISTRATIVE ASSISTANT			
10130	OTHER SALARY		6,500	
10140	OVERTIME		500	
10210	FICA		20,600	
10220	RETIREMENT		38,600	
10230	HEALTH		34,300	
10231	LIFE/VISION/DENTAL/ADD		2,600	
10240	WORKER'S COMP.		5,300	
30	OPERATING EXPENSES			81,600
30310	PROFESSIONAL SERVICES		100	
	EMPLOYMED	100		
30350	TRAINING		4,000	
	APWA CONFERENCES	700		
	CONFERENCE/SEMINARS	300		
	CONT ED CLASSES UCF	3,000		
30401	GAS/OIL	3,500	3,500	
30402	REPAIRS		1,000	
	MISC. REPAIRS	1,000		
30403	TRAVEL		2,000	
	APWA CONFERENCE	1,000		
	CONF/WORKSHOPS	1,000		
30411	TELEPHONE	6,800	6,800	
30412	POSTAGE	700	700	
30450	GENERAL INSURANCE	44,800	44,800	
30460	REPAIRS/MAINTENANCE		2,800	
	800 MHZ RADIO/BASE ST.	200		
	COPIER MAINTENANCE	800		
	IWORQS SOFTWARE MAINT	1,300		
	MISC. MAINTENANCE	500		
30470	PRINTING	500	500	
30490	OTHER CHARGES		8,500	
	EDUCATION & TRAINING	800		
	NPDES OUTFALL MAPPING	2,000		
	NPDES STORMWATER 5 YR PERMIT	5,700		
30510	OFFICE SUPPLIES	2,000	2,000	
30520	OPERATING SUPPLIES		4,400	
	CLOTHING/UNIFORMS	1,000		
	GEN OPER. SUPPLIES	1,800		
	PCs / PRINTERS / SFTWR	1,600		
30540	BOOKS/MEMBERSHIP	500	500	
60	CAPITAL OUTLAY			43,000
60640	EQUIPMENT		43,000	
	DEPUTY DIRECTOR PW VEHICLE (#152)	43,000		
TOTAL PUBLIC WORKS ADMIN EXPENSE			494,600	494,600

FISCAL YEAR 2022-2023 BUDGET
5412-PUBLIC WORKS BUILDING MAINT. EXPENSE

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	40,666	43,000	79,800	0.5%	36,800
13	OTHER SALARY	0	900	0	0.0%	(900)
14	OVERTIME	312	1,000	2,000	0.0%	1,000
15	SPECIAL PAY	0	0	0	0.0%	0
21	FICA	3,090	3,400	6,300	0.0%	2,900
22	RETIREMENT	4,196	4,900	9,100	0.1%	4,200
23	LIFE/HEALTH INSURANCE	35,268	10,100	24,500	0.2%	14,400
24	WORKER'S COMP.	1,562	900	1,600	0.0%	700
	TOTAL PERSONAL SERVICES	85,092	64,200	123,300	0.8%	59,100
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	19,742	26,100	31,700	0.2%	5,600
43	UTILITY SERVICES	27,081	29,400	31,000	0.2%	1,600
44	RENT AND LEASE	0	0	0	0.0%	0
46	REPAIRS/MAINTENANCE	235,229	140,500	141,000	0.9%	500
52	OPERATING SUPPLIES	2,123	9,000	9,300	0.1%	300
	TOTAL OPERATING EXPENSES	284,175	205,000	213,000	1.4%	8,000
60	CAPITAL OUTLAY					
62	BUILDING	265,224		185,000	1.2%	185,000
	TOTAL CAPITAL OUTLAY	265,224	0	307,200	2.0%	307,200
	GRAND TOTAL	634,491	269,200	643,500	4.1%	374,300

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5412-PUBLIC WORKS BUILDING MAINT. EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			123,300
10120	REGULAR SALARY		79,800	
	BUILDING MAINTENANCE (2)			
10140	OVERTIME		2,000	
10210	FICA		6,300	
10220	RETIREMENT		9,100	
10230	HEALTH		22,900	
10231	LIFE/VISION/DENTAL/ADD		1,600	
10240	WORKER'S COMP.		1,600	
30	OPERATING EXPENSES			213,000
30340	CONTRACT SERVICES		31,700	
	5 Y FIRE SPRINKLER TESTS	1,200		
	ALARM MONITORING	2,500		
	ELECTRIC CAR STATION	2,500		
	ELEVAT'R MAINT. (3) [CH,PS-2]	9,100		
	FIRE ALARM INSPECTIONS	3,200		
	FIRE EXTING. SERVICE	1,700		
	FUEL TANK CLEANING	2,800		
	PEST CONTROL	6,200		
	UNIFORM CLEANING	2,500		
30431	ELECTRIC	20,600	20,600	
30432	WATER	9,500	9,500	
30434	SEWER	900	900	
30462	EXECUTIVE		60,000	
	2ND FLOOR CONDENSE UNITS	10,000		
	ADA IMPROVEMENTS	11,000		
	BUILDING DEPT. RENOVATIONS	3,500		
	GENERATOR REPAIRS	1,000		
	INTERIOR LIGHTING CONVERSION	3,500		
	INTERNAL PAINT PROJECT	16,000		
	MISCELLANEOUS BLDG REPAIRS	5,000		
	SEALING/PRESSURE CLEANING	10,000		
30463	COMMUNITY CENTER		14,500	
	MISC. BUILDING REPAIRS	5,500		
	PAINT & WALL REPAIR 2ND FLOOR	9,000		
30465	PUBLIC SAFETY		47,000	
	FIRE BAY GARAGE DOOR CABLING	1,500		
	FIRE BAY STOARGE AC	500		
	JAIL CELL DOOR LOCK REPAIRS	3,500		
	LIGHTING	2,500		
	MISC BUILDING REPAIRS	20,000		
	SPIGOT BEHIND ANNEX	2,000		
	WATER HEATERS (2)	13,000		
	WEIGHT ROOM CLEANING	4,000		
30467	URGENT CARE BUILDING		2,000	
	GENERAL BUILDING MAINT/REPAIRS	2,000		
30468	FACILITIES-C/S BLG		17,500	
	EXTERIOR LIGHTING	2,500		
	MAINTENANCE HARDWARE	3,000		
	MISC. REPAIRS AT COMPLEX	5,000		
	PAINT EXTERIOR OF BUILDING	2,000		
	STUCCO REPAIR	5,000		
30520	OPERATING SUPPLIES		9,300	
	AIR CONDITIONING FILTERS	3,500		
	MAINT. TOOLS/SUPPLIES/RADIO MAINT	4,500		
	MISC SUPPLIES	1,300		
60	CAPITAL OUTLAY			307,200
60620	BUILDING		185,000	
	BALCONY REPAIR-CC	50,000		
	CH-FLOOR TREATMENT PROJECT	60,000		
	CH-SPALLING REPAIRS	60,000		
	FENCE COMPOUND EXTENSION-PS	15,000		
60640	EQUIPMENT		122,200	
	Avigilon (Motorola Camera System) Video Conversion	\$122,200.00		
TOTAL BUILDING MAINT EXPENSE			643,500	643,500

FISCAL YEAR 2022-2023 BUDGET
5413-PUBLIC WORKS STREETS EXPENSE

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	275,787	321,900	327,200	2.1%	5,300
13	OTHER SALARY	0	300	0	0.0%	(300)
14	OVERTIME	555	1,600	3,000	0.0%	1,400
15	SPECIAL PAY	0	1,500	3,000	0.0%	1,500
21	FICA	20,111	24,900	25,500	0.2%	600
22	RETIREMENT	27,426	35,600	36,600	0.2%	1,000
23	LIFE/HEALTH INSURANCE	98,464	80,800	97,800	0.6%	17,000
24	WORKER'S COMP.	5,379	6,800	6,400	0.0%	(400)
	TOTAL PERSONAL SERVICES	427,721	473,400	499,500	3.2%	26,100
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	4,984	5,900	5,900	0.0%	0
35	TRAINING	0	2,400	6,300	0.0%	3,900
40	VEH EXP./TRAVEL	13,437	12,700	12,700	0.1%	0
43	UTILITY SERVICES	50,813	49,700	52,400	0.3%	2,700
44	RENT AND LEASE	15,510	17,500	17,500	0.1%	0
46	REPAIRS/MAINTENANCE	101,320	90,800	109,200	0.7%	18,400
52	OPERATING SUPPLIES	24,802	28,400	28,900	0.2%	500
	TOTAL OPERATING EXPENSES	210,866	207,400	232,900	1.5%	25,500
60	CAPITAL OUTLAY					
63	OTHER IMPROVEMENTS	19,250	208,200	208,200	1.3%	0
64	EQUIPMENT		190,000	150,000	1.0%	(40,000)
	TOTAL CAPITAL OUTLAY	19,250	398,200	358,200	2.3%	(40,000)
	GRAND TOTAL	657,837	1,079,000	1,090,600	7.0%	11,600

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5413-PUBLIC WORKS STREETS EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			499,500
10120	REGULAR SALARY		327,200	
	FIELD SUPERVISOR			
	ELECTRICIAN			
	MAINT. WORKER (6)			
10140	OVERTIME		3,000	
10150	SPECIAL PAY		3,000	
10210	FICA		25,500	
10220	RETIREMENT		36,600	
10230	HEALTH		91,500	
10231	LIFE/VISION/DENTAL/ADD		6,300	
10240	WORKER'S COMP.		6,400	
30	OPERATING EXPENSES			232,900
30340	CONTRACT SERVICES		5,900	
	ANIMAL CONTROL-HUMANE SOCIETY	2,400		
	UNIFORM RENTAL/CLEANING	3,500		
30350	TRAINING		6,300	
	ANIMAL CONTROL TRAINING	1,000		
	CDL	2,800		
	CONE SCHOOL	1,000		
	SAFETY / SUPRVSR SEMNRS	1,500		
30401	GAS/OIL	6,500	6,500	
30402	REPAIRS	6,000	6,000	
30403	TRAVEL	200	200	
30431	ELECTRIC	48,900	48,900	
30432	WATER	3,500	3,500	
30440	RENT/LEASE		17,500	
	X-MAS POLE DECORATIONS	17,500		
30460	REPAIRS/MAINTENANCE		109,200	
	A1A TRASH CANS	2,000		
	DÉCOR & MONGOOSE LIGHT POLES TO LEI	35,000		
	FIXTURE PAINTING/SIDEWALK REPAIR	10,000		
	GENERAL REPAIRS	9,000		
	LIGHT POLE/FIXTURE REPLACEMENT	30,000		
	MAINTENANCE ON TRAFFIC SIG./LIGHTS	5,300		
	MULCH/FERTILIZER	6,900		
	ROAD/PLANT/SIGN POLE REPAIR	5,600		
	STREET SIGNS	5,000		
	UPGRADE 870 MGZ RADIOS (3)/MAINTENAN	400		
30520	OPERATING SUPPLIES		28,900	
	ANIMAL CONTROL SUPPLIES	700		
	BANNER ARMS	5,000		
	FLAGS	2,000		
	LANDFILL CHARGES	3,100		
	MISC TOOLS / SUPPLIES / EQUIPMENT	4,000		
	OPERATING CHEMICALS	4,000		
	STREET BANNERS	8,000		
	WEEDEATER/SUPPLIES/REPLACE	2,100		
60	CAPITAL			358,200
60630	OTHER IMPROVEMENTS		208,200	
	ROAD IMPROVEMENTS FROM			
	.05 GAS TAX (revenue offset)			
	A-1-A CROSSWALKS	172,900		
	MISC. ROAD IMPROVEMENTS	35,300		
60640	EQUIPMENT		150,000	
	LOADER/BACKHOE	150,000		
TOTAL STREETS DEPT. EXPENSE			1,090,600	1,090,600

FISCAL YEAR 2022-2023 BUDGET
5690-BENEFIT TERM PAYOUT EXPENSE

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REGULAR SALARY		115,900	96,000	0.6%	(19,900)
21	FICA		9,500	7,400	0.0%	(2,100)
22	RETIREMENT		16,600	9,900	0.1%	(6,700)
25	UNEMPLOYMENT	(6,240)		0	0.0%	0
	TOTAL PERSONAL SERVICES	(6,240)	142,000	113,300	0.7%	(28,700)
	GRAND TOTAL	(6,240)	142,000	113,300	0.7%	(28,700)

FISCAL YEAR 2022-2023 BUDGET
5720-PARKS / RECREATION FACILITIES DEPARTMENT EXPENSE

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	155,648	188,500	182,400	1.2%	(6,100)
13	OTHER SALARY	0	900	0	0.0%	(900)
14	OVERTIME	161	1,600	3,000	0.0%	1,400
15	SPECIAL PAY	50	0	0	0.0%	0
21	FICA	11,474	14,600	14,200	0.1%	(400)
22	RETIREMENT	15,893	20,900	20,600	0.1%	(300)
23	LIFE/HEALTH INSURANCE	49,978	50,300	61,300	0.4%	11,000
24	WORKER'S COMP.	2,342	4,000	3,500	0.0%	(500)
	TOTAL PERSONAL SERVICES	235,546	280,800	285,000		4,200
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	3,453	4,100	4,600	0.0%	500
35	TRAINING	0	1,400	1,400	0.0%	0
40	VEH. EXP/TRAVEL	7,540	9,400	9,400	0.1%	0
41	COMMUNICATIONS	3,197	3,200	3,200	0.0%	0
43	UTILITY SERVICES	4,347	5,700	5,700	0.0%	0
45	GENERAL INSURANCE	37,212	46,600	56,800	0.4%	10,200
46	REPAIRS/MAINTENANCE	31,720	45,100	49,000	0.3%	3,900
49	OTHER	1,103	4,000	15,000	0.1%	11,000
52	OPERATING SUPPLIES	18,428	39,900	46,500	0.3%	6,600
	TOTAL OPERATING EXPENSES	107,001	159,400	191,600	1.2%	32,200
60	CAPITAL OUTLAY					
63	OTHER IMPROVEMENTS	49,897	50,000	92,800	0.6%	42,800
	TOTAL CAPITAL OUTLAY	49,897	50,000	92,800	0.6%	42,800
	GRAND TOTAL	392,444	490,200	569,400	3.6%	79,200

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5720-PARKS / RECREATION FACILITIES DEPARTMENT EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			285,000
10120	REGULAR SALARY		182,400	
	MAINT, WORKER (5)			
10140	OVERTIME		3,000	
10210	FICA		14,200	
10220	RETIREMENT		20,600	
10230	HEALTH		57,200	
10231	LIFE/VISION/DENTAL/ADD		4,100	
10240	WORKER'S COMP.		3,500	
30	OPERATING EXPENSES			191,600
30340	CONTRACT SERVICES		4,600	
	PEST CONTROL DOG PARK	1,500		
	UNIFORM CLEANING	3,100		
30350	TRAINING		1,400	
	VOL AG CTR / CDL CLASS	1,400		
30401	GAS/OIL	6,900	6,900	
30402	REPAIRS	2,500	2,500	
30411	PHONE	3,200	3,200	
30431	ELECTRIC	2,700	2,700	
30432	WATER	1,000	1,000	
30434	SEWER	2,000	2,000	
30450	GENERAL INSURANCE	56,800	56,800	
30460	REPAIRS/MAINTENANCE		49,000	
	ASPHALT REPLACEMENT	10,000		
	CLAY COURT SUPPLIES	3,000		
	DUNE CROSSOVER REPAIRS	10,000		
	FERTILIZER/PESTICIDE	3,000		
	GEN REPAIRS/MAINT	5,500		
	MISC. PLANTS/SPRINKLERS	6,100		
	MULCH FOR PARKS	5,000		
	NETS/LIGHTS/COURTS-PBALL	4,000		
	UPGRADE 870 MGZ RADIOS (3)/MAINT.	400		
	WINDSCREENS/NETS/TAPE-ORC	2,000		
30490	OTHER -		15,000	
	CHRISTMAS TREE REPLACEMENT	10,000		
	COMMUNITY CENTER DECOARATIONS	2,000		
	MISC X-MAS DECORATIONS	3,000		
30520	OPERATING SUPPLIES		46,500	
	COURT OF FLAGS	4,000		
	EDGER/BLOWER/TRIMMER(S)	4,000		
	HOLIDAY FLOAT	1,000		
	JANITORIAL SUPPLIES	5,000		
	MISC SUPPLIES	15,500		
	PAPER PRODUCTS	7,000		
	TORO 48" MOWER	8,500		
	WATER COOLER	1,500		
60	CAPITAL			92,800
60630	OTHER IMPROVEMENTS		92,800	
	MCELROY FENCE REPLACEMENT	32,800		
	VETERANS MEMORIAL PARK	60,000		
TOTAL PARKS DEPT. EXPENSE			569,400	569,400

FISCAL YEAR 2022-2023 BUDGET
5751-COMMUNITY CENTER EXPENSE

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
10	PERSONAL SERVICES					
12	REG. SALARY	198,414	274,500	292,300	1.9%	17,800
14	OVERTIME	11,306	0	1,500		
15	SPECIAL PAY	0	6,300	1,500	0.0%	(4,800)
21	FICA	15,579	21,500	22,500	0.1%	1,000
22	RETIREMENT	37,535	49,600	51,600	0.3%	2,000
23	LIFE/HEALTH INSURANCE	39,301	60,400	73,600	0.5%	13,200
24	WORKER'S COMP.	3,123	5,800	5,700	0.0%	(100)
	TOTAL PERSONAL SERVICES	305,256	418,100	448,700		30,600
30	OPERATING EXPENSES					
34	CONTRACTUAL SERVICES	(5,518)	9,700	9,700	0.1%	0
35	TRAINING	155	1,900	3,500	0.0%	1,600
40	VEHICLE EXPENSE/TRAVEL	6,164	12,300	15,800	0.1%	3,500
41	COMMUNICATIONS	4,964	5,000	5,500	0.0%	500
43	UTILITIES	38,699	40,800	47,100	0.3%	6,300
44	RENT/LEASE	0	500	500	0.0%	0
47	PRINTING	209	1,200	3,200	0.0%	2,000
49	OTHER CHARGES	4,249	15,500	49,500	0.3%	34,000
51	OFFICE SUPPLIES	1,876	3,000	3,000	0.0%	0
52	OPERATING SUPPLIES	20,115	26,000	29,000	0.2%	3,000
54	BOOKS/MEMBERSHIPS	1,079	2,000	2,500	0.0%	500
	TOTAL OPERATING EXPENSES	71,990	117,900	169,300	1.1%	51,400
60	CAPITAL OUTLAY					
62	BUILDING	12,830	0	0	0.0%	0
64	EQUIPMENT	0	10,000	0	0.0%	(10,000)
	TOTAL CAPITAL OUTLAY	12,830	10,000	0	0.0%	(10,000)
	GRAND TOTAL	390,077	546,000	618,000	4.0%	72,000

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
5751-COMMUNITY CENTER EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			448,700
10120	REGULAR SALARY		292,300	
	PARKS & REC. DIR			
	COMM CENTER COORD.			
	CUSTODIAL (2)			
	P/T OFFICE STAFF			
10140	OVERTIME		1,500	
10150	SPECIAL PAY		1,500	
10210	FICA		22,500	
10220	RETIREMENT		51,600	
10230	HEALTH		68,600	
10231	LIFE/VISION/DENTAL/ADD		5,000	
10240	WORKER'S COMP.		5,700	
30	OPERATING EXPENSES			169,300
30340	CONTRACT SERVICES		9,700	
	COPIER	1,600		
	PHOTOGRAPHER	1,500		
	PLANT PEOPLE	1,300		
	SOFTWARE MAINT	4,500		
	WATER COOLER	300		
	XM RADIO	300		
	YOUTUBE	200		
30350	TRAINING	3,500	3,500	
30403	TRAVEL		15,800	
	FEDC	1,500		
	FPRA-PIO	2,000		
	FRPA	3,000		
	FRPA AGENCY SUMMIT	1,000		
	MILEAGE	4,800		
	NRPA	3,000		
	VFPRA-PIO	500		
30411	TELEPHONE	5,400	5,400	
30412	POSTAGE	100	100	
30431	ELECTRIC	29,600	29,600	
30432	WATER	9,300	9,300	
30434	SEWER	8,200	8,200	
30440	RENT/LEASE	500	500	
30470	PRINTING	3,200	3,200	
30490	OTHER CHARGES		49,500	
	CULTURE & ENTERTAINMENT	25,000		
	MARKETING/WEBSITE	19,500		
	MISC.	500		
	SHORES EXPO	4,500		
30510	OFFICE SUPPLIES	3,000	3,000	
30520	OPERATING SUPPLIES		29,000	
	CHRISTMAS DECORATIONS	10,000		
	CUSTODIAL SUPPLIES	15,000		
	MISC	3,200		
	VCRDA LUNCHEON	800		
30540	MEMBERSHIPS/BOOKS/PUBLICA.	2,500	2,500	
TOTAL COMMUNITY CENTER			618,000	618,000

**FISCAL YEAR 2022-2023 BUDGET
5800-CONTINGENCY EXPENSE**

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	% of GF	BUDGET CHANGE
90	TRANSFERS					
900	CONTINGENCY	0	1,159,000	1,159,000	7.4%	0
920	TRANSFER TO OTHER FUNDS	788,799	0	0	0.0%	0
	GRAND TOTAL	788,799	1,159,000	1,159,000	7.4%	0

**FISCAL YEAR 2022-2023 BUDGET
BUDGET DETAIL
5800-CONTINGENCY EXPENSE**

DEPARTMENTAL BUDGET DETAIL

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
90	TRANSFERS			1,159,000
900	Contingency		1,159,000	
	Capital Depreciation & Self Insurance			
	(EE Health & Windstorm)	853,400		
	Short-Term General	255,600		
	Community Center Reserve Repayment	50,000		
TOTAL CONTINGENCY			1,159,000	1,159,000

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2022-2023 BUDGET
ECONOMIC DEVELOPMENT**

DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	BUDGET CHANGE
ECONOMIC DEV ELOPMENT REVENUE				
TRANSFER IN FROM GENERAL FUND	0	0	0	0
APPROPRIATED FUND BALANCE	55,687	180,100	100,000	(80,100)
OPERATIONS REVENUE TOTAL	55,687	180,100	100,000	(80,100)
ECONOMIC DEVELOPMENT EXPENSE				
LAND PURCHASE INCENTIVES	0	80,100	0	(80,100)
LEASE SUBSIDY	22,074	100,000	100,000	0
ALTERNATIVE GRANT	33,613	0	0	0
OPERATIONS EXPENSE TOTAL	55,687	180,100	100,000	(80,100)
OPERTATIONS NET	0	0	0	0
TOTAL FUND REVENUE	55,687	180,100	100,000	(80,100)
TOTAL FUND EXPENSE	55,687	180,100	100,000	(80,100)
TOTAL NET	0	0	0	0

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2022-2023 BUDGET
SEWER FUND FUNCTIONAL SUMMARY**

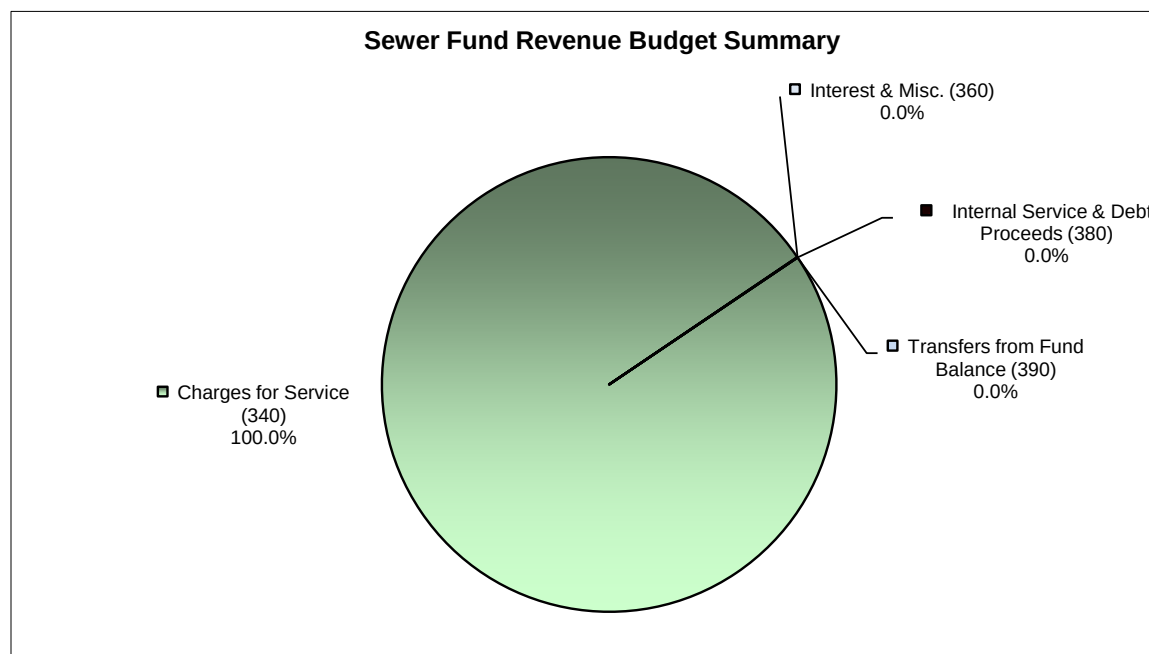
DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	BUDGET CHANGE
FD401				
SEWER OPERATIONS REVENUE				
PERMITS	200	0	0	0
SVC CHG. METER READ	99	0	100	100
SEWER REVENUE	3,522,561	3,447,500	3,685,400	237,900
OPERATING INTEREST	13,756	15,000	1,000	(14,000)
MISCELLANEOUS	0	0	0	0
SRF LOAN PROCEEDS	0	0	0	0
TRANSFER FR FUND BALANCE	0	0	0	0
OPERATIONS REVENUE TOTAL	3,536,616	3,462,500	3,686,500	224,000
SEWER OPERATIONS EXPENSE				
TOTAL PERSONAL SERVICES	273,968	297,700	263,800	(33,900)
TOTAL OPERATING EXPENSES	2,356,515	2,369,500	2,585,400	215,900
CAPITAL DEPRECIATION	367,661	450,100	447,600	(2,500)
TOTAL CAPITAL OUTLAY	0	0	0	0
CONTINGENCY	0	345,200	389,700	44,500
BAD DEBT WRITE DOWN	0	0	0	0
TOTAL DEBT SERVICE				
PRINCIPLE & CHARGES	843,279	0	0	0
INTEREST PAYMENTS	24,889	0	0	0
OPERATIONS EXPENSE TOTAL	3,866,312	3,462,500	3,686,500	224,000
SEWER OPERATIONS NET	(329,696)	0	0	0
FD402				
SEWER IMPACT FEE REVENUE				
IMPACT FEE INTEREST	0	100	100	0
SEWER IMPACT FEE	48,825	16,000	16,000	0
TRANSFER FR I.F. FUND BALANCE	0	0	0	0
IMPACT FEE REVENUE TOTAL	48,825	16,100	16,100	0
SEWER IMPACT FEE EXPENSE				
OPERATING EXPENSES	38,240	2,000	9,600	7,600
CAPITAL OUTLAY	0	0	0	0
DEBT SERVICE	0	0	0	0
CONTINGENCY	0	14,100	6,500	(7,600)
TRANSFER TO RESERVES	10,585	0	0	0
IMPACT FEE EXPENSE TOTAL	48,825	16,100	16,100	0
SEWER IMPACT FEE NET	0	0	0	0
TOTAL FUND REVENUE	3,585,441	3,478,600	3,702,600	224,000
TOTAL FUND EXPENSE	3,915,137	3,478,600	3,702,600	224,000
TOTAL NET	(329,696)	0	0	0

**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2022-23 BUDGET**

SEWER FUND REVENUE - FUNCTIONAL SUMMARY

Account Description	FY2020-21 Actual	FY2021-22 Amended Bud.	FY2022-23 Budget	Budget Change
Fees (320)	200	0	0	0
Charges for Service (340)	3,522,660	3,447,500	3,685,500	238,000
Interest & Misc. (360)	13,756	15,000	1,000	(14,000)
Internal Service & Debt Proceeds (380)	0	0	0	0
Transfers from Fund Balance (390)	0	0	0	0
TOTAL	3,536,616	3,462,500	3,686,500	224,000

SEWER FUND LINE ITEM REVENUE DETAIL				
Account Description	FY2020-21 Actual	FY2021-22 Amended Bud.	FY2022-23 Budget	Budget Change
401-320-3220-22140 Sewer Develop Fee	200	0	0	0
401-340-3430-43500 Sewer Revenue	3,522,660	3,447,500	3,685,500	238,000
401-360-3610-61003 BoA Operating Interest	13,750	15,000	1,000	(14,000)
401-360-3610-61200 SBA Operating Interest	6	0	0	0
401-360-3640-64000 Sales of Fixed Assets	0	0	0	0
401-360-3690-69999 Miscellaneous	0	0	0	0
401-380-3840-40111 Sewer Construction Rev.	0	0	0	0
401-390-3990-81600 Trans fr Fund Balance	0	0	0	0
SEWER FUND TOTAL	3,536,616	3,462,500	3,686,500	224,000



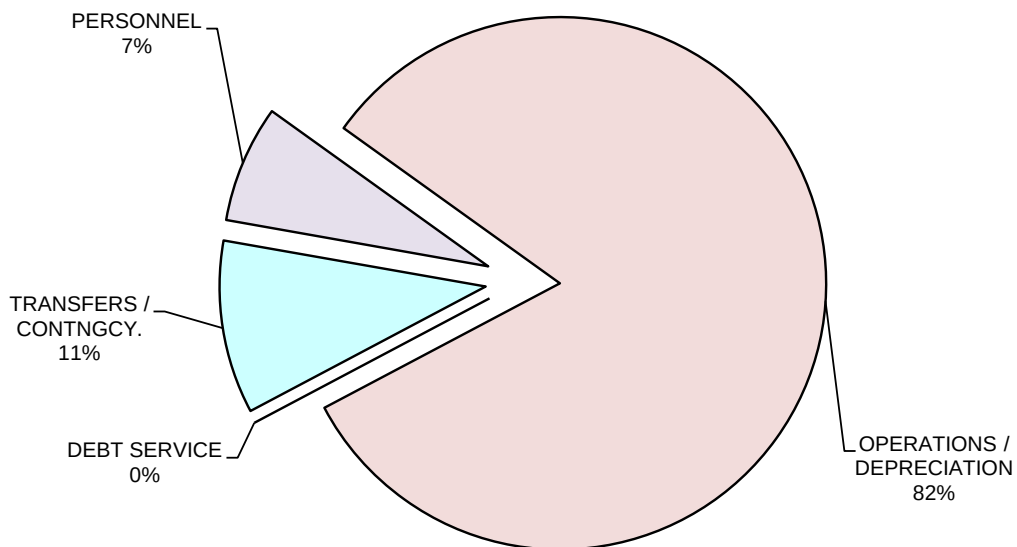
**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2022-2023 BUDGET
SEWER FUND EXPENDITURES SUMMARY**

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	BUDGET CHANGE
5350	SEWER OPERATING	3,904,552	3,478,600	3,702,600	224,000
5352	SEWER CONSTRUCTION	0	0	0	0
TOTAL EXPENDITURES		3,904,552	3,478,600	3,702,600	224,000

BUDGET: SUMMARY BY CATEGORY OF EXPENSE

PERSONNEL	273,968	297,700	263,800	(33,900)
OPERATIONS / DEPRECIATION	2,762,416	2,821,600	3,049,100	227,500
DEBT SERVICE	868,168	0	0	0
TRANSFERS / CONTNGCY.	0	359,300	389,700	30,400
TOTAL EXPENDITURES	3,904,552	3,478,600	3,702,600	224,000

Sewer Fund Expense Budget Summary



**CITY OF DAYTONA BEACH SHORES
FISCAL YEAR 2022-2023 BUDGET
401-5350 SEWER OPERATING EXPENSE**

ACCT.#	DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET BUDGET CHANGE
10	PERSONAL SERVICES			
12	REG. SALARY	198,030	197,200	166,100 -15.77%
13	OTHER SALARY	0	8,700	5,900 -32.18%
14	OVERTIME	3,748	4,500	4,500 0.00%
15	SPECIAL PAY	3,689	3,000	1,500 -50.00%
21	FICA	15,006	16,300	13,600 -16.56%
22	RETIREMENT	(4,416)	23,300	19,600 -15.88%
23	LIFE/HEALTH INSURANCE	52,762	40,300	49,200 22.08%
24	WORKER'S COMP. & OPEB	5,149	4,400	3,400 -22.73%
	TOTAL PERSONAL SERVICES	273,968	297,700	263,800 -11.39%
30	OPERATING EXPENSES			
31	PROFESSIONAL SERVICES	120,670	12,000	60,000 400.00%
32	ACCOUNTING/AUDITING	23,400	23,400	21,400 -8.55%
34	CONTRACTUAL SERVICES	25,033	31,600	50,100 58.54%
35	TRAINING	0	2,600	3,800 46.15%
40	VEHICLE EXP/TRAVEL	19,810	20,500	24,500 19.51%
41	COMMUNICATIONS	11,292	12,300	14,300 16.26%
43	UTILITY SERVICES	1,125,929	1,193,900	1,233,500 3.32%
44	RENT AND LEASE	0	1,500	1,500 0.00%
45	GENERAL INSURANCE	11,421	12,500	15,800 26.40%
46	REPAIRS/MAINTENANCE	105,719	155,100	116,700 -24.76%
47	PRINTING	337	2,100	2,100 0.00%
49	OTHER	805,000	856,400	981,400 14.60%
51	OFFICE SUPPLIES	1,167	600	600 0.00%
52	OPERATING SUPPLIES	49,236	44,700	59,400 32.89%
53	ROAD MAINT/SUPPLIES	57,500	0	0 0.00%
54	BOOKS/MEMBERSHIPS	0	300	300 0.00%
59	DEPRECIATION/AMORTIZATION	367,661	450,100	447,600 -0.56%
	TOTAL OPERATING EXPENSES	2,724,176	2,819,600	3,033,000 7.57%
60	CAPITAL OUTLAY			
62	BUILDINGS	0	0	0
63	IMPROVEMENTS	141,100	2,575,000	2,646,000 2.76%
64	EQUIPMENT	410,483	177,000	200,000 12.99%
69	CAPITAL OFFSET	(551,583)	(2,752,000)	(2,846,000) 3.42%
	TOTAL CAPITAL OUTLAY	0	0	0
70	DEBT SERVICE			
71	PRINCIPAL (Actuals are incorp.withIn Depreciation)	843,279	0	0 0.00%
72	INTEREST	24,889	0	0 0.00%
	TOTAL DEBT SERVICE	868,168	0	0
90	TRANSFERS			
90	CONTINGENCY	0	345,200	389,700 12.89%
905	BAD DEBT	0	0	0 0.00%
	TOTAL TRANSFERS	0	345,200	389,700 12.89%
	GRAND TOTAL	3,866,312	3,462,500	3,686,500 6.47%

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL
401-5350 SEWER OPERATING EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	<u>TOTAL</u>
10	PERSONAL SERVICES			263,800
10120	REGULAR SALARY		166,100	
	UTILITY SUPERVISOR			
	UTILITY TECHNICIANS (3)			
10130	OTHER SALARY		5,900	
10140	OVERTIME		4,500	
10150	SPECIAL PAY		1,500	
10210	FICA		13,600	
10220	RETIREMENT		19,600	
10230	HEALTH		45,800	
10231	LIFE/VISION/DENTAL/ADD		3,400	
10240	WORKER'S COMP.		3,400	
30	OPERATING EXPENSES			3,033,000
30310	PROFESSIONAL SERVICES		60,000	
	ENGINEER SERVICES	60,000		
30320	ACCOUNTING/AUDITING		21,400	
	ANNUAL AUDIT	17,400		
	SINGLE AUDIT (GRANTS)	4,000		
30340	CONTRACT SERVICES		50,100	
	CUES MAINT. CONTRACT	1,100		
	GO CANVAS	2,200		
	INTERNET-WIFI	3,000		
	MUNIS UB CIS	40,000		
	STATION 1 ALARM MONTIOR	2,300		
	UNIFORM RENTAL	1,500		
30350	TRAINING		3,800	
	CAMERA SCHOOL	500		
	CONFINED SPACE CERT. (2)	1,300		
	LIFT ST.MECHANIC X-TRAING	800		
	MISC. TRAINING	1,200		
30400	DIESEL	4,000	4,000	
30401	GAS	6,500	6,500	
30402	VEH.MAINT./REPAIRS		12,000	
	BUCKET TRUCK CERTIFICATION	3,000		
	VEHICLES	9,000		
30403	TRAVEL/PER DIEM		2,000	
	CONFINED SPACE CERT.(2)	1,000		
	LIFT STA. MECHANIC	1,000		
30411	TELEPHONE		8,000	
	CELL PHONES	1,200		
	IPAD CELLULAR	1,000		
	PHONES W/AUTODIAL 10 STATIONS	5,800		
30412	POSTAGE		6,300	
	SEWER BILL MAILING	6,300		
30431	ELECTRIC	42,700	42,700	
30432	WATER		7,800	
	CITY OF P.O. & DB	7,800		
30434	SEWER		1,183,000	
	Charges for Sewer Services	1,183,000		
30440	RENT/LEASE		1,500	
	TOOLS/PUMP RENTALS	1,500		
30450	INSURANCE	15,800	15,800	

**FISCAL YEAR 2022-2023 BUDGET
DEPARTMENTAL BUDGET DETAIL (Con't)
401-5350 SEWER OPERATING EXPENSE**

<u>ACCT.#</u>	<u>CATEGORY</u>	<u>DETAIL</u>	<u>LINE ITEM</u>	
30460	REPAIRS/MAINTENANCE		116,700	
	ELECTRICAL REPAIRS TO STATIONS	2,400		
	EMERGENCY REPAIRS	30,000		
	INSPECT/CLEAN/TELEVISION	10,400		
	LOCATES	6,000		
	MAINT. FOR UTILITY SYSTEM	1,000		
	MANHOLE COVERS/RINGS	2,000		
	MISC. REPAIRS/PARTS	4,100		
	POWER MONITOR	2,400		
	PUMP REPAIRS	10,000		
	REPAIRS TO GENERATORS	8,000		
	REPAIRS TO SEWER LINE	9,600		
	RETRO/SAFETY GRATES	5,000		
	ROAD MAINTENANCE AND SUPPLIES	1,500		
	SEALS, SLEEVES, MOTOR STARTERS,	12,000		
	SEMI-ANNUAL WET WELL	6,900		
	SYSTEM REPAIR/MAINT.	5,000		
	UPGRADE 870 MGZ RADIOS(2)/MAINTENANCE	400		
30470	PRINTING		2,100	
	SEWER BILLS AND ENVELOPES	2,100		
30490	OTHER		981,400	
	BANKING FEES	3,400		
	INTERNAL SERVICE CHARGE TO GF			
	HR Charge	916,900		
	Assets & Operations Charge	61,100		
30510	OFFICE SUPPLIES		600	
	GEN OFFICE SUPPLIES	600		
30520	OPERATING SUPPLIES		59,400	
	ACTIVATED CARBON FILTERS	18,000		
	BYPASS HOSE REPLACEMENT	6,000		
	DEGREASER	12,000		
	DIESEL FOR GENERATORS	5,500		
	IPAD FOR VEHICLE	1,500		
	MISCELLANEOUS SUPPLIES	16,400		
30540	BOOKS/MEMBERSHIP		300	
	FL WATER & POLLUTION	300		
30590	DEPRECIATION EXPENSE		447,600	
	CURRENT PLANNED WRITEDOWN	346,000		
	PLANNED FY PURCHASES	101,600		
60	CAPITAL OUTLAY			0
60630	IMPROVEMENTS		2,646,000	
	SLIP LINING SEWER LINE	60,000		
	STATION 3 FENCE REPLACEMENT	11,000		
	SEWER IMPROVES/REPAIRS	2,575,000		
	SUBAQUEOUS LINE PROJECT			
60640	EQUIPMENT		200,000	
	CRANE FOR VEHICLE 169	20,000		from PY
	STATION #11 GENERATOR/TRANS. SWITCH	60,000		
	STATION 5 VALVE REPLACE.	30,000		
	VEHICLE #163 REPLACEMENT	90,000		
60699	CAPITAL OFFSET	(2,846,000)	(2,846,000)	(2,846,000)
90	TRANSFERS			389,700
90900	CONTINGENCY		389,700	
TOTAL SEWER OPERATING EXPENSE			3,686,500	3,686,500

CITY OF DAYTONA BEACH SHORES

SEWER IMPACT FEE

DESCRIPTION	FY2020-21 ACTUAL	AMENDED FY2021-22 BUDGET	Draft FY2022-23 BUDGET	BUDGET CHANGE
SEWER IMPACT REVENUE				
SEWER IMPACT FEE INTEREST		0	100	100
SEWER IMPACT FEES		16,000	16,000	0
OPERATIONS REVENUE TOTAL	0	16,000	16,100	100
SEWER IMPACT EXPENSE				
CONTRACT SERVICES	38,240	2,000	9,600	7,600
OPERATIONS EXPENSE TOTAL	38,240	2,000	9,600	7,600
OPERATIONS NET	(38,240)	14,000	6,500	(7,500)
TOTAL FUND REVENUE	0	16,000	16,100	100
TOTAL FUND EXPENSE	38,240	2,000	9,600	7,600
TOTAL NET	(38,240)	14,000	6,500	(7,500)

Daytona Beach Shores Multi-Year Capital Item/Project Plan Summary

	Department	% of 5-Year Est. Expense	5-Year Est. Expense	Planned FY 22/23	Planned FY 23/24	Planned FY 24/25	Planned FY 25/26	Planned FY 26/27
5110	Legislative	0%	\$0	\$0	\$0	\$0	\$0	\$0
5120	Executive	0%	\$0	\$0	\$0	\$0	\$0	\$0
5130	Finance	0%	\$0	\$0	\$0	\$0	\$0	\$0
5190	Other Gov't	0%	\$0	\$0	\$0	\$0	\$0	\$0
521x	Public Safety	44%	\$1,632,200	\$417,200	\$390,000	\$292,000	\$264,000	\$269,000
5240	Blg. Dept.	2%	\$65,000	\$65,000	\$0	\$0	\$0	\$0
541x	Public Works	46%	\$1,701,200	\$586,200	\$30,000	\$925,000	\$40,000	\$120,000
5720	Parks & Recreation	7%	\$273,800	\$92,800	\$26,000	\$155,000	\$0	\$0
5751	Community Center	0%	\$0	\$0	\$0	\$0	\$0	\$0
Sub-Total General Fund		100%	\$3,672,200	\$1,161,200	\$446,000	\$1,372,000	\$304,000	\$389,000
4531	Sewer Impact Fee	0%	\$0	\$0	\$0	\$0	\$0	\$0
Sub-Total Utility Fund		0%	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL--ALL FUNDS			\$3,672,200	\$1,161,200	\$446,000	\$1,372,000	\$304,000	\$389,000

Daytona Beach Shores Multi-Year Capital Item/Project Plan Detail

ID	FUND/Dept	Item/Project	5-Year Est. Expense	Planned FY 22/23	Planned FY 23/24	Planned FY 24/25	Planned FY 25/26	Planned FY 26/27
L1	Legislative		\$0	\$0	\$0	\$0	\$0	\$0
E1	Executive		\$0					
F1	Finance		\$0					
PS1	Public Safety		\$0					
PS2		DRONE	\$16,000	\$16,000				
PS3		LICENSE PLATE READER	\$50,000	\$50,000				
PS4		PATROL CARS (5) @ \$48320.00 each	\$1,280,600	\$241,600	\$249,000	\$257,000	\$264,000	\$269,000
PS5		ADMINISTRATIVE VEHICLE	\$35,000			\$35,000		
PS6		RESCUE VEHICLE	\$48,000		\$48,000			
PS7		CID VEHICLE	\$33,000		\$33,000			
PS8		SCBA MASKS	\$120,000	\$60,000	\$60,000			
PS9		ZOLL LIFE PAK MONITOR	\$49,600	\$49,600				
OG1	Other Gov't		\$0					
BC1	Bldg. & Codes	BUILDING OFFICIAL VEHICLE #166	\$40,000	40,000				
		CODE ENFORCEMENT VEHICLE	\$25,000	25,000				
PW1	Pub Wks 5410 (Admin)	DEPUTY DIRECTOR PW VEHICLE (#152)	\$43,000	43,000				
PW2	Pub Wks 5412 (Bigs)	BALCONY REPAIR-CC	\$50,000	50,000				
PW3		CH-FLOOR TREATMENT PROJECT	\$60,000	60,000				
PW4		CH-SPALLING REPAIRS	\$60,000	60,000				
PW5		FENCE COMPOUND EXTENSION	\$15,000	15,000				
PW6		PW-BUILDING EXPANSION	\$750,000			\$750,000		
PW7		PS-FLEET MAINTENANCE ROOF	\$100,000			\$100,000		
PW8	Pub Wks 5413 (Streets)	A-1-A CROSSWALKS	\$172,900	172,900				
PW9		MISC. ROAD IMPROVEMENTS	\$35,300	35,300				
PW10		LOADER/BACKHOE	\$150,000	150,000				
PW11		MESSAGE BOARD REPLACEMENT	\$30,000		\$30,000			
PW12		KABOTA TRACTOR REPLACEMENT	\$40,000			\$40,000		
PW13		VEHICLE 94 REPLACEMENT	\$35,000			\$35,000		
PW14		FLORIDA SHORES BLVD REPAVE	\$40,000				\$40,000	
PW15		OCEANAS WEST BLVD REPAVE	\$120,000					\$120,000
PR1	Parks & Rec	MCELROY FENCE REPLACEMENT	\$32,800	32,800				
PR2		VETERANS MEMORIAL PARK	\$60,000	60,000				
PR3		BOBCAT	\$15,000		\$15,000			
PR4		PAVILION RENOVATION	\$45,000			\$45,000		
PR5		PLAYGROUND EQUIPMENT	\$50,000			\$50,000		
PR6		TENNIS COURT ROLLER	\$11,000		\$11,000			
PR7		VEHICLE REPLACEMENT 117	\$60,000			\$60,000		
CC1	Community Center		\$0					
S1	Sewer Fund	SLIP LINING SEWER LINE	\$60,000	60,000				
S2		STATION 3 FENCE REPLACEMENT	\$11,000	11,000				
S3		SEWER IMPROVES/REPAIRS	\$2,575,000	2,575,000				
S5		CRANE FOR VEHICLE 69	\$20,000	20,000				
S6		STATION #11 GENERATOR/TRANS. SWITCH	\$60,000	60,000				
S7		STATION 5 VALVE REPLACE	\$30,000	30,000				
S8		VEHICLE #163 REPLACEMENT	\$90,000	90,000				
S9		VEHICLE #107 REPLACEMENT	\$200,000			\$200,000		
S10		200KW PORTABLE GENERATOR	\$150,000		\$150,000			
S11		STATION 5 SPARE PUMP	\$110,000				\$110,000	
S12		STATION 6 GENERATOR REPLACEMENT	\$80,000				\$80,000	
S13		STATION RENOVATION	\$3,000,000				\$3,000,000	
S14		FORCE MAIN REPLACEMENT	\$4,000,000			\$4,000,000		
S15		SUBAQUEOUS REDUNDANCY	\$3,000,000					\$3,000,000
S17		Capital Offset to Depreciation Exp	(\$13,386,000)	(\$2,846,000)	(\$150,000)	(\$4,200,000)	(\$3,190,000)	(\$3,000,000)
		ANNUAL TOTAL	\$3,672,200	\$1,161,200	\$446,000	\$1,372,000	\$304,000	\$389,000

MINUTES
CITY COUNCIL MEETING
September 12, 2022
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Becky Vose, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Economic Development and Public Affairs Director Nancy Maddox, and Public Safety Director Stephan Dembinsky.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. NEW BUSINESS (TRIM PROCESS ONLY):

- A. RESOLUTION 2022-06 OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FOR FISCAL YEAR 2022-2023; PROVIDING FOR AN EFFECTIVE DATE

Finance Director Lory Irwin explained that the millage rate would be 4.6389 mils. This was decided at the workshop in July and the state was notified. The rate is slightly higher than the rolled back by 4.51%. The impact on a single family home is \$58.94/yr. and for a condominium owner, \$55/yr. Resolution 2022-06 was read in its entirety by City Attorney Becky Vose. The final hearing will be on September 27th. There were no additional comments or questions from the audience. The Resolution was adopted at 6:08 pm.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Adopt RESOLUTION 2022-06 on first reading.

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

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

B. RESOLUTION 2022-07 TENTATIVE BUDGET ADOPTION FY 2022-2023

Finance Director Lory Irwin informed the council that the budget had increased slightly by \$116,000 from the July workshop from the economic development fund. She added that a budget amendment for the current year was also needed for the purchase of the Chase Bank property in the amount of \$200,000. The closing won't be for 60 days, which rolls into the new fiscal year. Resolution 2022-07 was read in its entirety by City Attorney Becky Vose. The final hearing will be on September 27th. There were no additional comments or questions from the audience. The Resolution was adopted at 6:15 pm.

VICE MAYOR MEL LINDAUER moved, seconded by COUNCILMEMBER CHRIS CONOMOS to Adopt RESOLUTION 2022-07 for the 2022-23 fiscal year to include the amendment for the Chase property.

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

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

6. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

7. APPROVAL OF MINUTES

A. City Council Minutes August 24, 2022

COUNCILMEMBER MICHAEL POLITIS moved, seconded by VICE MAYOR MEL LINDAUER to Approve the City Council Minutes of August 24, 2022.

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

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

8. CONSENT AGENDA:

A. ARPA funds for Public Safety

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to approve the consent agenda.

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

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

9. REPORTS OF THE CITY ATTORNEY:

A. City Attorney Report September 12, 2022

Attorney Vose reviewed her report to the council. There were no additional questions or concerns.

10. REPORTS OF THE CITY MANAGER:

A. September 12, 2022 City Manager Report

City Manager Kurt Swartzlander reviewed his report for the council. Mayor Miller reminded the audience, that the council had worked with the previous owner of the Aloha Falls property. The site is now demolished, hydro seeded and there are no more squatters on the property.

11. OLD BUSINESS:

12. NEW BUSINESS:

A. Special Events Application SE20221470: Millie's Restaurant Viewing Party - 3218 S. Atlantic Avenue

Community Services Director Stewart Cruz presented this item. Millie's Restaurant would like to hold a viewing party for the Food Network, Diners, Drive-ins and Dives. A few months ago, they filmed an episode here at the restaurant and were recently informed of the air date. Normally, this application requires a 60-day minimum notice. Director Cruz stated that all conditions had been addressed and executed. He requested council to waive the 60-day notice and approve the application as presented.

COUNCILMEMBER CHRIS CONOMOS moved, seconded by VICE MAYOR MEL LINDAUER to Approve the Special Events Application SE20221470 and to waive the 60 day requirement.

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

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

B. Ordinance for Purchase of Chase Property

City Attorney Vose read Ordinance 2022-15 by title. City Manager Kurt Swartzlander noted that the ordinance was required by the City Charter. At this time, all documents have been signed. .

VICE MAYOR MEL LINDAUER moved, seconded by COUNCILMEMBER RICHARD BRYAN to Approve Ordinance 2022-15 on first reading.

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

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

13. COUNCIL COMMENTS:

Mayor Miller reminded the audience of the next Coffee with the Mayor. Attorney Becky Vose will be there to explain the charter review questions and the recent condo bill that was passed by the state. CMBR Conomos said that he and his wife had a great time at the recent food truck/concert and the End of Summer Bash this past weekend.

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

Julie Mills who lives at Cloverleaf North condominium spoke on the curb appeal outside the building. She had concerns regarding the shrubbery along the sidewalk. Director Cruz will follow-up with her.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added to the next agenda.

16. ADJOURNMENT:

The meeting ended at 6:41 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

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

MONTHLY REPORT FOR AUGUST 2022

	Aug-22	22/YTD	Aug-21	21/YTD
<i>Police Related Calls</i>	2,337	16,160	2,186	18,658
<i>Fire Related Calls</i>	30	244	32	381
<i>Rescue Related Calls</i>	105	861	104	845
<i>Fire Related Alarms Sounding</i>	25	229	18	109
<i>Traffic Citations</i>	167	2,026	116	1,943
<i>Written Warnings</i>	27	369	21	45
<i>Building Inspections</i>	67	270	45	82
<i>Arrests: Adults</i>	45	281	41	296
<i>Juveniles</i>	0	7	0	2
<i>City Ordinance Charges</i>	1	2	0	0
<i>Florida State Statute Charges</i>	74	467	94	515
<i>Accidents: Total</i>	18	179	19	192
<i>Street/Highway</i>	8	92	7	100
<i>Parking Lot</i>	10	87	12	102

Stephan Dembinsky, Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2022-08-01 through 2022-08-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISCELLANEOUS LE CALL	MISC	476	20.37 %	15.35
PROPERTY CHECK	PRC	396	16.94 %	12.77
EXTRA PATROL	EP	327	13.99 %	10.55
TRAFFIC STOP	TS	260	11.13 %	8.35
DIRECTED PATROL REQUEST	DPR	98	4.19 %	3.16
SUSP PERSON	SPER	77	3.29 %	2.48
TELEPHONE HANDLE	THC	49	2.10 %	1.58
SUSP VEHICLE	SVEH	48	2.05 %	1.55
SUSP INCIDENT	SINC	33	1.41 %	1.06
MEDICAL EMERGENCY	MED1	32	1.37 %	1.03
DISTURBANCE	DIST	29	1.24 %	0.94
INVESTIGATION	INV	29	1.24 %	0.94
FIRE ALARM	ALARMF	22	0.94 %	0.71
FLAG DOWN	FLAG	22	0.94 %	0.71
WALKUP	WALKUP	22	0.94 %	0.71
SUSPECT STOP	SS	21	0.90 %	0.68
911 CK/OPEN LINE	911CK	19	0.81 %	0.61
TRESPASSERS	TRES	17	0.73 %	0.55
THEFT	THEFT	15	0.64 %	0.48
MVA	MV	14	0.60 %	0.45
RADAR	RADAR	14	0.60 %	0.45
DISABLED VEHICLE	DAV	13	0.56 %	0.42
FOUND PROPERTY	PROPF	13	0.56 %	0.42
ZONE ACCOUNTABILITY PATR	ZAP	13	0.56 %	0.42
MEDICAL NON-EMERG	MED	11	0.47 %	0.35
RECKLESS DRIVER	RD	11	0.47 %	0.35
WARRANT	WAR	11	0.47 %	0.35
CIVIL COMPLAINT	CIVIL	10	0.43 %	0.32
STROKE / CVA	CVA	10	0.43 %	0.32
WELL BEING CHECK	WBC	10	0.43 %	0.32
ELEVATOR CALL	ELEV	9	0.39 %	0.29
JUVENILE	JUV	9	0.39 %	0.29
SPECIAL DETAIL	SDL	9	0.39 %	0.29
FALL- NON EMERGENCY	TRAU3	8	0.34 %	0.26
WALK & TALK	WT	8	0.34 %	0.26
ANIMAL COMPLAINT	AC	7	0.30 %	0.23
INFORMATION GIVEN	INFO	7	0.30 %	0.23
TOWED VEHICLE	TOW	7	0.30 %	0.23
BUSINESS ALARM	ALARMB	6	0.26 %	0.19
CITY ORDINANCE VIOLATION	COV	6	0.26 %	0.19
ILLEGAL PARKING	PARK	6	0.26 %	0.19
ASSAULT/BATTERY	ABAT	5	0.21 %	0.16
ESCORT	ESCORT	5	0.21 %	0.16
MEDICAL UNKNOWN	ALARMM	5	0.21 %	0.16
ROAD OBSTRUCTION	RDOB	5	0.21 %	0.16
SUICIDAL PERSON	SP	5	0.21 %	0.16

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2022-08-01 through 2022-08-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
TRAUMA CRITICAL	TRAUE	5	0.21 %	0.16
TRAUMA EMERGENCY	TRAU1	5	0.21 %	0.16
DOMESTIC DISTURBANCE	DV	4	0.17 %	0.13
FIGHT	FIGHT	4	0.17 %	0.13
FRAUD	FRAUD	4	0.17 %	0.13
TEST LE CALL	TEST	4	0.17 %	0.13
VANDALISM	VAND	4	0.17 %	0.13
ATT TO CONTACT	ATC	3	0.13 %	0.10
BURG/RESO	BURGR	3	0.13 %	0.10
BURGLARY	BURG	3	0.13 %	0.10
DRUNK DRIVER	DUI	3	0.13 %	0.10
FLEEING DRIVER	FLEE	3	0.13 %	0.10
HIT&RUN MVA	MVHR	3	0.13 %	0.10
MENTALLY ILL PER	MIP	3	0.13 %	0.10
NARCOTICS	NARC	3	0.13 %	0.10
NE ASST- FIRE REQ	LEO2	3	0.13 %	0.10
NOISE	NOISE	3	0.13 %	0.10
DANGEROUS COND FD	DCFD	2	0.09 %	0.06
DEAD PERSON	DEAD	2	0.09 %	0.06
LOST PROPERTY	PROPL	2	0.09 %	0.06
MVA W/ INJURIES	MVI	2	0.09 %	0.06
REPOSSESSED VEH	REPO	2	0.09 %	0.06
ABUSE	ABUSE	1	0.04 %	0.03
ASSIST AGENCY	ASSIST	1	0.04 %	0.03
ATTEMPTED SUICIDE	ASUI	1	0.04 %	0.03
BURG/BUSINESS	BURGB	1	0.04 %	0.03
BURG/IN PROG	BURGIP	1	0.04 %	0.03
CARBREAK	CB	1	0.04 %	0.03
CARDIAC ARREST	CPR	1	0.04 %	0.03
DEPOSITS	DEP	1	0.04 %	0.03
DRUNK PERSON	IP	1	0.04 %	0.03
FIRE OUTSIDE STRUCTURE	FOS	1	0.04 %	0.03
GENERAL MEDICAL NON EMER	GENMED	1	0.04 %	0.03
HARRASSING CALLS	HCALL	1	0.04 %	0.03
HAZARDOUS COND	HZM	1	0.04 %	0.03
HIT&RUN W/INJ PED	MVHRPI	1	0.04 %	0.03
HOLD UP ALARM	ALARMH	1	0.04 %	0.03
LOST CHILD	CHIDL	1	0.04 %	0.03
LOST/FOUND PET INFO	PET	1	0.04 %	0.03
MISC FIRE SERVICE CALL	MISCF	1	0.04 %	0.03
MISSING PERSON	MP	1	0.04 %	0.03
MISSING PERSON RECOVERED	MPR	1	0.04 %	0.03
MVA MAJOR	MVMI	1	0.04 %	0.03
OPEN DOOR	OPD	1	0.04 %	0.03
PANIC ALARM	ALARMPT	1	0.04 %	0.03
PRISONER TRANS	PT	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2022-08-01 through 2022-08-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
PROWLER	PROW	1	0.04 %	0.03
RECOVERED SIG 10	SVR	1	0.04 %	0.03
SEX OFFENSE	SO	1	0.04 %	0.03
SHOPLIFTING	SHOP1	1	0.04 %	0.03
SMOKE IN STR COMM/HIRISE	SMISCH	1	0.04 %	0.03
SMOKE ODOR IN STRUCTURE	SMODIS	1	0.04 %	0.03
STALKING	STALK	1	0.04 %	0.03
STOLEN VEHICLE	SV	1	0.04 %	0.03
STR ARM ROBBERY	SROB	1	0.04 %	0.03
STRUC FIRE COMM/HIGHRISE	SFCH	1	0.04 %	0.03
TRAFFIC CONTROL	TC	1	0.04 %	0.03
TRAUMA NON EMERG	TRAU	1	0.04 %	0.03
UNCONSCIOUS	UNC	1	0.04 %	0.03
WELL BEING CHECK MEDICAL	WBCF	1	0.04 %	0.03
TOTAL CALLS:		2,337	100.00%	75.39

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



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

TRAINING SEMINARS ATTENDED

Month of August 2022

<i>Molly Billue</i>	<i>8/1-5</i>	<i>Hostage Negotiations DSC</i>
<i>Gary Malphurs</i>	<i>8/8-12</i>	<i>Adult Sex Crimes DSC</i>
<i>Vincent Castellano</i>	<i>8/15</i>	<i>Florida Case Law VSO</i>
<i>Ryan Mowen</i>	<i>8/11</i>	<i>Mid Level Narcotic Investigations-HIDTA</i>
<i>Ryan Mowen Jack Ransom</i>	<i>8/15-19</i>	<i>Interviews & Interrogations DSC</i>
<i>Vincent Castellano Kathryn Gotz Norman Medders</i>	<i>8/23-25</i>	<i>G300 Incident Command EOC</i>
<i>Kathryn Gotz Norman Medders</i>	<i>8/29-9/2</i>	<i>Company Officer POFD</i>

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

AUGUST 2022 STATISTICS

FIRE CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
ENGINE RESPONSE	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
STRUCTURE FIRES	0	0	0	1	0	2	1	0	1
HAZARDOUS CONDITIONS	2	0	0	25	5	2	27	7	0
VEHICLE FIRES	0	0	0	0	0	0	1	1	1
BOAT FIRES	0	0	0	0	0	0	0	0	0
OTHER FIRES NOT LISTED	0	0	0	5	3	4	14	1	0
VEHICLE CRASHES W/ENGINE RESPONSE	0	0	0	3	1	1	5	3	3
SERVICE CALLS	19	1	1	109	10	3	211	21	2
FIRE ALARMS	24	0	1	112	3	1	125	2	0
CANCELLED EN ROUTE	3	0	4	25	15	15	38	14	20
TOTALS	48	1	6	280	37	28	422	49	27

CURRENT MONTH ESTIMATED FIRE DAMAGES

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

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	5	5	27	27	53	55
HOTEL/MOTEL	4	6	24	17	29	30
ASSEMBLY	0	0	1	2	2	1
MERCANTILE	1	0	28	7	20	3
RESTAURANT	5	1	17	7	12	4
BUSINESS	14	1	64	7	63	7
OTHER	16	3	33	1	24	2
CONSTRUCTION	0	0	23	7	35	5
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	3	3	31	4	18	10
TOTALS	48	19	248	79	256	117

PLANS EXAMINATION HOURS: 0 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

AUGUST 2022 STATISTICS

EMS CALLS	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ALS CALLS	44	6	0	256	34	4	342	55	11
BLS CALLS	48	6	1	261	38	5	299	51	24
TOTALS	92	12	1	517	72	9	641	106	35

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – August, 2022

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 1
 Submitted this Fiscal Year: 13
 Approved by Staff this Month: 1
 Approved by Staff this Fiscal Year: 2
 Approved by City Council this Month: 0
 Approved by City Council this Fiscal Year: 0
 Amendments Approved by Staff this Fiscal Year: 1

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Sun Glow Pier	3701 South Atlantic Avenue	8/1	Install piles and timbers to support pier	\$250,000.00	\$1,206.00
Krupp Residence	3425 South Atlantic Avenue, Unit 1801	8/1	Replace 15 windows and 2 sliding glass doors	\$31,580.00	\$249.57
Oceans Eight Condo	2937 South Atlantic Avenue	8/2	Repair drywall where A/C units were removed	\$13,146.00	\$146.20
Perry's Ocean Edge Resort	2209 South Atlantic Avenue	8/2	Renovate rooms, kitchen and bath, tub to shower	\$290,000.00	\$1,396.05
Dykstra Residence	3145 South Atlantic Avenue, Unit 201	8/2	Remodel kitchen and master bath, new cabinets, and tops	\$35,000.00	\$266.76
Oceans Two Condo	3047 South Atlantic Avenue	8/2	Strip, repair, and recoat balconies	\$1,550,445.00	\$4,659.23
Perry's Ocean Edge Resort	2209 South Atlantic Avenue	8/3	Remodel 24 units, move receptacles, lights, circuits	\$22,000.00	\$152.00
Perry's Ocean Edge Resort	2209 South Atlantic Avenue	8/3	Bathroom remodel, convert tub to shower	\$28,000.00	\$337.40
Moores Residence	3046 Esperanza Avenue	8/8	Remodel house	\$50,000.00	\$352.09
Moores Residence	3046 Esperanza Avenue	8/8	Electrical work for remodel	\$10,000.00	\$47.50
Moores Residence	3046 Esperanza Avenue	8/8	Plumbing in both bathrooms	\$10,000.00	\$47.50

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Spatola Residence	3013 South Atlantic Avenue, Unit 506	8/8	Replace kitchen cabinets, bath vanities, drywall	\$25,500.00	\$215.40
Andreatta Residence	101 Florida Shores Boulevard	8/9	Replace windows in 8 openings, 2 exterior doors	\$38,420.00	\$289.33
Agrawal Residence	2805 South Atlantic Avenue	8/9	Enclose garage, new cabinets, bath, windows, and door	\$13,700.00	\$388.40
Paluc Residence	2987 South Atlantic Avenue, Unit 605	8/9	Remodel kitchen, new counter tops, and backsplash	\$35,480.00	\$272.29
Fenters Residence	2555 South Atlantic Avenue, Unit 1905	8/10	Replace kitchen and 3 baths	\$15,000.00	\$47.50
Wakerman Residence	3003 South Atlantic Avenue, Unit 15A1	8/10	Remodel kitchen, new cabinets, tops, bar top	\$50,200.00	\$357.53
Jackson Residence	3145 South Atlantic Avenue, Unit 405	8/10	Remodel 2 showers, tub area, retile	\$15,000.00	\$154.75
Gregory Residence	225 Bonner Avenue	8/10	Build attached garage with sink and shower	\$60,000.00	\$478.98
Oasis Condo	125 Boynton Boulevard	8/10	Re-roof with architectural shingles	\$118,965.00	\$712.47
Harrell Residence	170 Key Colony Court	8/11	Remodel kitchen, cabinets, tops, tile, and backsplash	\$35,900.00	\$272.41
Perry Residence	2555 South Atlantic Avenue, Unit 404	8/11	Remodel 2 bathrooms and kitchen	\$50,000.00	\$343.50
Hutson Residence	2987 South Atlantic Avenue, Unit 606	8/16	Install new windows and doors	\$30,500.00	\$243.85
Lovetro Residence	2947 South Atlantic Avenue, Unit 1006	8/16	Remodel bathrooms, new shower, and vanities	\$15,000.00	\$154.75
Clark Residence	2947 South Atlantic Avenue, Unit 1001	8/16	Kitchen remodel, counter tops	\$18,500.00	\$177.58
Connery Residence	2937 South Atlantic Avenue, Unit 1007	8/16	Install new windows and doors	\$27,000.00	\$221.25
Van Wasshova Residence	3 Oceans West Boulevard, Unit 5B7	8/16	Install new cabinets and counter tops	\$24,500.00	\$209.87
McDaniels Residence	3047 South Atlantic Avenue, Unit 1006	8/17	Remodel kitchen, master, and guest bathrooms	\$49,000.00	\$346.40
Lieberman Residence	2828 South Atlantic Avenue	8/17	Enclose garage, add window and door	\$20,500.00	\$188.34
Strathearn Residence	2425 South Atlantic Avenue, Unit 1202A	8/18	Remodel condo, new cabinets, tops, showers	\$100,000.00	\$636.53
Raineri Residence	2967 South Atlantic Avenue, Unit 201	8/18	Remodel master bath, remove tub, create shower	\$20,000.00	\$182.96
Oceans Cloverleaf South	3 Oceans West Boulevard	8/19	Replace 10 ton pool dehumidifier auxiliary heater	\$101,689.00	\$748.36
Watson Residence	3750 South Atlantic Avenue, Unit 18	8/19	Replace 4 windows and 1 door	\$10,490.00	\$120.55
Robson Residence	2727 South Atlantic Avenue	8/25	Asphalt paving and widening driveway	\$37,000.00	\$278.13
Conway Residence	278 Florida Shores Boulevard	8/26	Replace 7 windows and 1 sliding glass door	\$10,850.00	\$120.55

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Cooke-Landry Residence	3831 South Atlantic Avenue, Unit 501	8/26	Remodel bathrooms, new showers, kitchen cabinets	\$63,000.00	\$426.04
City of Daytona Beach Shores	3050 South Atlantic Avenue	8/26	Remove and replace 1200 amp transfer switch	\$11,630.00	\$0.00
Cooke-Landry Residence	3831 South Atlantic Avenue, Unit 501	8/29	Update plumbing	\$10,000.00	\$47.50
Conley Residence	3425 South Atlantic Avenue, Unit 405	8/29	Install impact windows and door	\$36,750.00	\$278.06
Banker Residence	3839 South Atlantic Avenue	8/31	Erect second story addition to existing garage	\$224,000.00	\$1,182.22
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$3,558,745.00	\$17,955.80

Building Division Revenue by Permit Category:

PERMIT TYPE	AUGUST 2022	FISCAL YEAR-TO-DATE 2021 TO 2022	AUGUST 2021	LAST FISCAL YEAR-TO-DATE 2020 TO 2021
BUILDING	\$21,303.09	\$146,707.74	\$12,374.72	\$185,721.43
ROOF	\$941.97	\$8,237.00	\$0.00	\$16,754.10
DEMOLITION	\$120.00	\$1,775.60	\$0.00	\$563.90
ELECTRICAL	\$2,428.00	\$24,119.46	\$1,930.03	\$29,399.12
MECHANICAL	\$4,379.31	\$38,121.12	\$3,242.15	\$40,268.21
PLUMBING	\$2,693.90	\$29,553.80	\$1,877.50	\$36,753.27
SIGN	\$139.00	\$2,015.56	\$349.75	\$2,864.86
POLITICAL SIGN BONDS	\$440.00	\$880.00	\$0.00	\$220.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$261.00	\$2,726.80	\$152.70	\$1,092.70
DEVELOPMENT FEES	\$1,276.40	\$16,501.22	\$25.00	\$2,710.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$33,982.67	\$270,638.30	\$19,951.85	\$316,347.59

Building Division Activities:

ACTIVITY	AUGUST 2022	FISCAL YEAR-TO-DATE 2021 TO 2022	AUGUST 2021	LAST FISCAL YEAR-TO-DATE 2020 TO 2021
INSPECTIONS	251	3,067	265	3,274
CERTIFICATES OF OCCUPANCY ISSUED	1	30	0	1

TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	2
FINAL INSPECTIONS	162	2,055	155	1,986
FAILED INSPECTIONS	14	169	14	233

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

Projects Begun Current Fiscal Year-to-Date – 2021 to Present: \$32,230,569.00

Projects Begun Last Fiscal Year – 2020 to 2021: \$64,300,811.00

Projects Begun Two Fiscal Years Ago – 2019 to 2020: \$39,968,375.00

COMMUNITY SERVICES DEPARTMENT

MONTHLY REPORT - AUGUST 2022

FACILITIES MAINTENANCE DIVISION:

Currently two full time positions.

Normal monthly duties:

This division is responsible for the upkeep and maintenance of city buildings. The facilities staff assesses problems reported with the buildings and repairs as needed and within the staff's capabilities. The facilities staff has an HVAC certification therefore related repairs can be performed inhouse. Staff replaces light bulbs, cleans window exterior, paints and performs any other general maintenance needed with the city buildings and city owned properties.

Additionally, this month:

- Public Safety Building: Met with contractor for fire sprinkler repairs
- Facilities: Continued painting exterior
- City Hall/Community Center: Replaced ice machine filter and cleaned AC condensers

PARKS / STREETS DIVISION:

This division typically has eleven maintenance positions and one electrician position. One position routinely assists the electrician when needed.

Normal monthly duties:

This division performs maintenance, upkeep and general appearance of all the parks, streets, sidewalks and medians daily, including, but not limited to, mowing, changing out lights, restocking supplies, replacing

plants as needed, replacing or repairing street signs, checking and clearing storm drains, as well as any other related issue that may arise in the City. Per the City-County Park Maintenance Agreement, this division also is responsible for the cleaning and upkeep of the new county parks. Although there are two units (parks & streets) within the division, all personnel share in the normal monthly duties.

Additionally, this month:

- Fornari Park walkover repairs
- Changed out the street banners after 4th holiday
- Set up for free concert
- Install no smoking signs at city parks
- Continued patching, painting and small repairs to Finance Director's offices

Electrician:

- Repairs and installs at station 1, 3 and 8
- Replaced more decorative lights to LED
- Fixed lights at basketball court
- Fixed drivers in pavilion
- Disconnected power to old electric car charger
- Started running pipe for AC unit in fire area locker room and wired exhaust fan in restroom
- Adjusted timers for lighting panels
- Performed 22 electrical line locates

SEWER DIVISION:

Currently four positions.

Normal monthly duties:

This division maintains and inspect all the sewer stations daily, performs all the general maintenance of the sewer stations, generators and the station properties, including, but not limited to, mowing and general

outside maintenance, cleaning pump areas, wet wells and floats. The division also maintains and inspects city manholes, delivers past due sewer bill notices for finance every month, perform cooling tower readings, and quarterly grease trap inspections.

Additionally, this month:

- Transferred an employee from the parks/street unit into the sewer unit
- Sewer line locates – 41 total
- Clean hydro meter at the master station
- Started painting sewer stations pipes and valves
- Replaced lag and low-level floats at station 3
- Replaced water solenoids at master station
- Pulled and sent pump from station 1 for repair
- Resolved back up at 2010 SRA1A and 2014 SRA1A



**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 27, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Agreement for Service - Southeast Volusia Humane Society & City of Daytona Beach Shores

SYNOPSIS:

The current Daytona Beach Shores Agreement for Service relative to the delivery, impoundment and humane disposition of stray animals is with the Halifax Humane Society (HHS). This contract is set to expire. The new agreement with HHS proposes an increase in costs, change in hours and other terms that are unfavorable to the City. Therefore, the City has shopped around and staff has determined that it would be in the City's best interest to enter into a Service Agreement with the Southeast Volusia Humane Society, as their costs and general terms are more favorable than the HHS.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval.

SUGGESTED MOTION:

Approval.

ATTACHMENT: 1. Agreement for Service-Southeast Volusia Humane Society & DBS

**AGREEMENT FOR SERVICE
BETWEEN SOUTHEAST VOLUSIA HUMANE SOCIETY, INC.
AND THE CITY OF DAYTONA BEACH SHORES, FLORIDA**

THIS AGREEMENT is made effective October 1, 2022, by and between the **SOUTHEAST VOLUSIA HUMANE SOCIETY INC.**, a Florida nonprofit corporation, hereinafter referred to as the “Humane Society.” And the **CITY OF DAYTONA BEACH SHORES**, a body corporate and politic and a political subdivision of the County of Volusia, hereafter referred to as the “CITY.”

WHEREAS, in order to enforce the laws of the State of Florida, the CITY desires to deliver stray animals to the Humane Society for humane impoundment and humane disposition of said animals; and

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and provisions herein contained, it is expressly agreed and understood as follows:

PART 1

1. **TERMS:** This Service Agreement shall take effect on the 1st day of October 2022 and shall remain in full force and effect for a 12-month period ending on the midnight between September 30, 2023, and October 1, 2023.
2. **ANIMAL SHELTER:**
 - (a) The Humane Society will maintain and operate an animal shelter in a manner adequate for confinement, remedial treatment, and disposal of stray or abandoned dogs, cats and other domestic animals, which may be delivered to the Humane Society from all areas within the CITY, and will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies, and other things necessary for the satisfactory performance of the service herein agreed to be provided for the fees and charges specified herein. Remedial care shall be provided by the Humane Society at the sole discretion of the shelter’s staff and Board of Directors.
 - (b) The animal shelter is located at 1200 S. Glencoe Road, New Smyrna Beach, Florida. The shelter’s operating hours are Monday through Sunday 11:00 am to 5:00 pm, closed on major holidays. The Humane Society reserves the right to change the location of the shelter and/or its hours of operation. The CITY will be notified by letter, fax, phone, or e-mail prior to any changes in the location, hours, or days of operation.
 - (c) The Humane Society will provide means to accept all stray or abandoned dogs, cats and other domestic animals delivered to the shelter by Police or Animal Control Officers or other designated officer appointed by the CITY for this purpose.
 - (d) The Humane Society will accept wild animals, potbellied pigs, hooved animals, and livestock ONLY if it has the ability and facilities to impound and control these animals. The decision to accept or reject these animals shall be solely within the discretion of the Humane Society. The Humane Society shall require persons who report injured or stray animals to give their names and current home and post office address and to identify the place where the animals involved were located or picked up.

- (e) When the CITY delivers an animal to the shelter for impoundment and when the animal bears an identification tag or microchip indicating ownership of the animal, the Humane Society, within 1 working day after receipt of such animal, shall use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of foregoing, any animal suspected of being infected with rabies or which believed to have bitten or otherwise exposed any person to rabies, shall not be released to its owner until at least a 10-day impoundment period and only with the express approval of the CITY Health Department, as provided through the Department's authorized representatives (see #4).
 - (f) When a stray dog or cat is delivered to the shelter and is not suspected of rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society shall impound the animal at the CITY'S expense for a period not to exceed 3 days. If the owner has not retrieved the animal within the 3-day time period, the Humane Society shall thereafter provide either for the adoption or humane disposal of such animal in the accordance with the Humane Society's routine methods and procedures and in its sole and absolute discretion.
 - (g) The Humane Society agreed to cooperated with the designated Animal Services Division in the enforcement of implementation of City ordinances and to duly consider requested changes to its rules and regulations as shall further the enforcement and implementation thereof. Because the Humane Society works with multiple governmental entities, all changes to any of its rules and regulations will be at the sole and absolute discretion of its Board of Directors.
 - (h) The Humane Society will, at its sole and absolute discretion, humanely euthanize any animal thought to be suffering due to illness or injury, any animal that is thought to have a contagious condition that could affect the health of other animals in the facility or the health of the general public or has shown signs of aggression that would be a safety risk for the public of the Humane Society staff.
 - (i) Stray or abandoned animals will be held for a period of 3-days during which the shelter is open (business days) and all animals bearing identification and/or a microchip will be held for a period of 5 days during which the shelter is open (i.e., business days), before such animal is made available for adoption, rescue or euthanasia, unless the animal has been quarantined or impounded for rabies as contemplated in Section 2(e), or otherwise requires more immediate euthanasia pursuant to Section 2(h).
3. **BILLING AND PAYMENT:** In consideration of this agreement and services to be performed by the Humane Society hereunder, the CITY agrees to pay the Humane Society monthly in arrears of the sum of \$100 per animal brought to the Humane Society under these conditions:
- (a) Any stray dog, cat, or other domesticated animal received from either the CITY delivered to the Animal Control Officers; or
 - (b) Any stray dog, cat, or other domesticated animal from within the CITY delivered to the Humane Society by a private citizen, or

- (c) Any stray dog, cat, or other domesticated animal abandoned at in the Humane Society's outside of business hours if there is evidence that the animal came from CITY.
- (d) Any animal transferred from the CITY'S care as a CITY owner surrender; or
- (e) Any domesticated animal surrendered by an owner living within the CITY; or
- (f) Any offspring born to a pregnant animal from within the CITY. The Humane Society will make a reasonable attempt to get the pregnant animal spayed; CITY understands that this is not always possible.

PART II

1. **RABIES IMPOUNDMENT:** The Humane Society will provide space for the confinement, observation, and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies, and shall accept, care for, and if necessary, euthanize and dispose of any such animal delivered to the facility, in its sole and absolute discretion. The Humane Society shall make available to the CITY the remains of suspicion of having rabies for the further laboratory study and examinations. Actual decapitation of rabies specimen animals shall be the responsibility of the CITY.
2. **QUARANTINE IMPOUNDMENT:** The impoundment of stray animals from CITY requiring quarantine will be charged at a rate of \$25 per day for a 10-day maximum. All charges are to be paid by the CITY.
3. **CONFISCATED ANIMALS:** In accordance with Florida Statute 828, the Humane Society will agree to accept animals confiscated by the CITY only when the provisions of Florida Statute 828.073 are met (i.e., pursuant to court order after petition and hearing). Such impoundment will be charged at a rate of \$100 upon intake, and \$25 for each additional day thereafter. The applicable paperwork must be submitted by the seizing agent to the Humane Society with 3 days of the intake date. All such charges are to be paid by the CITY.
4. **DANGEROUS DOG LAW:** In accordance with 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the Animal Control authority within the CITY to determine whether a dog is dangerous and to submit the necessary paperwork required by law. The Humane Society will quarantine a stray animal determined to be dangerous by the animal control authority, and impoundment will be charged at the rate of \$100 upon intake and \$25 per day thereafter. If, at the end of the impoundment period, the owner is not known, the CITY may request that euthanasia be performed by the Humane Society, provided that the animal poses a threat to public safety. All such charges are to be paid by the CITY.
5. **WILD ANIMALS:** There will be a \$50 fee charged to the CITY for any raccoon, opossum, or any other species of wild animal delivered to the Humane Society for euthanasia. All such charges are to be paid by the CITY.
6. **OWNERS IN CUSTODY, DECEASED, OR HOSPITALIZED:** All animals from the CITY whose owners are in the custody of law enforcement, or are otherwise deceased or hospitalized, may be placed in a bona fide boarding kennel or veterinary clinic at the owner's or his /her estate's expense. The Humane Society, at its sole and absolute discretion, will accept any of these animals, and the impoundment fee shall be \$100 upon intake and \$25 for each day the animal is impounded. All such charges are to be paid by the CITY.

7. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** All animals seized as a result of an owner's eviction shall be held for a period necessary to contact the owner by certified mail. The CITY will be responsible for sending certified mail notices to the owner. Upon receipt of the certified mail, the owner shall be afforded an additional 3 business days to reclaim his/her animal(s), and if the owner reclaims the animal, he/she shall be responsible for all charges associated with the boarding or keeping such animals. If the animal is not reclaimed by the owner, or if the owner is unable to pay, all such charges shall be paid by the CITY at the rate of \$100 upon intake and \$25 for each additional day thereafter.

As the impounding agency, if the CITY chooses not to have the Humane Society hold the animal for the certified mail period, the CITY may submit the animal to the Humane Society as a "stray," in which case the animal will be held for 3 days prior to the disposition as provided for. Subject to the restrictions in F.S. 768.28, the CITY agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the CITY'S decision to submit the animal as a "stray." All such charges will be paid the CITY.

8. **FORMS:** The CITY will supply the Humane Society with the necessary Return to Owner forms to document the return of animals to their owners/caregivers.
9. **DOCUMENTATION:** To the extent such information is available, the Humane Society will submit to the CITY, with its monthly invoice, the pickup address of all stray animals charged to the CITY'S account that were not otherwise impounded by Animal Control or law enforcement personnel, and the names and addresses of all persons claiming a stray animal, CITY understands that Humane Society is not always able to get accurate information from the public.
10. **AMENDMENTS:** Both parties will provide each other with at least 30 days advance written notice of any proposed changes to this Agreement. Any amendment to the Agreement shall be in writing and mutually agreed upon by both parties.
11. **ENTIRE AGREEMENT:** This Agreement, along with any exhibits, schedules, or appendices hereto, constitutes the entire Agreement between the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by executing this Agreement, that this Agreement supersedes any agreement made by or on behalf of any other party or any other person or entity whatsoever on this subject, prior to the execution of this Agreement.

IN WITNESS WHEREOF, the SOUTHEAST VOLUSIA HUMANE SOCIETY and the CITY OF DAYTONA BEACH SHORES have executed this Agreement for Services, effective on the date and year set forth above.

SIGNATURE PAGE FOLLOWS

SOUTHEAST VOLUSIA HUMANE SOCIETY

By: _____

Name: Karen Spaulding

Title: Executive Director

Date: _____

ATTEST:

By: _____

Name: Sierra Shelton

Title: Foster Manager

Date: _____

CITY OF DAYTONA BEACH SHORES

By: _____

Name: Nancy Miller

Title: Mayor

Date: _____

ATTEST:

By: _____

Name: Kurt Swartzlander

Title: City Manager

Date: _____



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 27, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Mead & Hunt Continuing Contract for Professional Services Authorization

SYNOPSIS:

The city currently has three engineering firms under continuing service contract: McKim & Creed, Zev Cohen, and Traffic Engineering Data Solutions Inc. (TEDS). They are under a five-year contract ending in 2024. The City utilizes these engineering services for a variety of projects; stormwater analysis, utility improvements and repairs, pedestrian and traffic safety studies and road enhancement, and more. Staff would like to add an additional engineering firm, Mead & Hunt, to the list of professional continuing services as an additional engineering firm to assist in the services needed by the city.

As Mead & Hunt was not a part of the original bid process in 2018 the city is able to "piggyback" off another municipality's contract with Mead & Hunt if approved in its entirety and by council.

FISCAL IMPACT STATEMENT:

As the city utilizes engineering services for a variety of projects, an additional firm could add savings through decreases in cost and project time.

BACKGROUND:

The city has a number of projects in its 5-year capital budget that require the specialized services of engineering firms and having additional firms to assist in the process would benefit the city.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends council to approve and authorize the city attorney to write the contract with Mead & Hunt piggybacking off from the South Daytona Master Agreement and Continuing Contract for Professional Services dated December 14, 2021.

SUGGESTED MOTION:

Motion to approve

ATTACHMENT: 1. City of South Daytona RFQ 21-007 Continuing Services Agreement 2021 - 2026 Fully Executed

**MASTER AGREEMENT AND
CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter this "Agreement") is made and entered into this **14th** day of **December 2021**, by and between the **CITY OF SOUTH DAYTONA**, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 1672 South Ridgewood Avenue, South Daytona, Florida 32119, (hereinafter the "CITY") and **Mead & Hunt, Inc.**, whose principal business address is 4401 Eastport Parkway, Port Orange, Florida 32127 (hereinafter "CONSULTANT").

WITNESSETH

WHEREAS, the CITY is a municipal corporation duly incorporated pursuant to the laws of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY owns and operates a variety of public facilities and improvements; and

WHEREAS, the CITY has engaged multiple consulting firms through a continuing contract with each, to provide and furnish the CITY with labor, services, and supervision necessary to provide various engineering, landscape architecture, surveying, and related professional services as assigned by written work authorization; and

WHEREAS, CONSULTANT has been approved by the CITY to provide such services to the CITY as set forth herein; and

WHEREAS, CONSULTANT may be required to investigate, analyze, evaluate, report, coordinate, prepare plans, specifications and contract documents, perform construction engineering services, construction management and observation, surveying services, etc. for any of the aforementioned disciplines, and related matters, as well as any other engineering assignments on request of the CITY. The CITY may require, based upon CONSULTANT's evaluation, to identify needs, develop and improve programs, establish cost effective priorities for making improvements and develop a short-term or a longer-range program for implementation on request; and

WHEREAS, the CITY has followed and complied with the selection and negotiation process in accordance with the Florida Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes, as amended).

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. Definitions and Identifications.

- a. **Compensation:** Means the total amount paid by the CITY for professional services.
- b. **Continuing Contract:** Means a contract for professional services entered into between the CITY and the CONSULTANT, in accordance with the provisions of Section 287.055, Florida Statutes, under which the firm provides professional services to the CITY for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4,000,000.00, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, of for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.
- c. **Professional Services:** Means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by Florida Statutes, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor and mapper in connection with his or her professional employment or practice.
- d. **Project:** Means that fixed capital outlay study or planning activity authorized by the Council.
- e. **Project Manager:** Means that person identified in specific Work Authorizations for a specific Project.
- f. **Standard of Care:** Means services provided by the CONSULTANT under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location.

3. Specific Provisions.

- a. **Term; Termination.**
 - i. **Term.** This Agreement shall be for an initial Term of five (5) years with the CITY having the option to renew for an additional three (3) year Term thereafter unless either party notifies the other party of intent not to renew, with such notice being given not less than sixty (60) days prior to the end of any annual term, or unless otherwise terminated as provided herein.
 - ii. **Termination at Will.** This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONSULTANT not less than thirty (30) days prior to the date of termination.
 - iii. **Termination for Cause.** This Agreement may be terminated by either party for cause by the CITY or the CONSULTANT giving written notice to the other party not less than ten (10) days prior to the date of termination.

- iv. In the event of any termination, CONSULTANT will be paid for all services rendered to the date of termination, including pre-authorized extraordinary expenses.
- b. **Consulting Services.** CONSULTANT agrees to provide continuing consulting, review, and advisory services as requested by the CITY. No minimum amount of professional services, compensation, or exclusivity will be assured to CONSULTANT.
- c. **Scope of Service Available.**
 - i. This Agreement anticipates a variety of projects being requested by the CITY to be provided by the CONSULTANT as determined necessary by the CITY.
 - ii. The range of services available from CONSULTANT includes but are not limited to services related to the following:
 - (1) CONSULTANT shall provide and furnish the CITY with all labor, services, and supervision necessary to perform each work order project as assigned.
 - (2) Services may include but shall not be limited to the following disciplines: Civil Engineering, Transportation Engineering services as described in their response to the CITY's Request for Qualifications (RFQ) 21-007.
 - (3) CONSULTANT may be required to investigate, analyze, evaluate, report, coordinate, prepare plans, specifications, and contract documents, perform construction engineering services, etc., for any of the aforementioned disciplines, related matters, as well as any other engineering assignments on request of the CITY. The CITY may require CONSULTANT, based upon CONSULTANT's evaluation, to identify needs, develop and improve programs, establish cost effective priorities for making improvements, and develop a short-term or a longer-range program for implementation on request.
- d. **Compensation.**
 - i. For work performed on an hourly basis, compensation shall be based upon the rate schedule set forth in **Exhibit "A"** which is attached hereto and incorporated herein by reference.
 - ii. For projects where the scope of services can be clearly defined in advance of the work effort, compensation may be based on an agreed lump sum amount. CONSULTANT shall provide a spreadsheet outlining tasks and man hours to justify the lump sum amount.
 - iii. The CITY shall not pay for out of pocket expenses which should be factored into the quote and compensation initially authorized. Unforeseen extraordinary expenses may be eligible for reimbursement if such reimbursement is requested in writing prior to expenditure together with an explanation of the nature and necessity of the expense as well as the reason the expense was not reasonably foreseeable so as to be included in the initial authorization. This paragraph shall not be deemed to authorize extension of deadlines otherwise applicable to a Project.
 - iv. The CITY shall reimburse CONSULTANT for any subconsultants authorized by the CITY such as geotechnical, electrical, or other such professionals at direct cost.
 - v. The CITY shall reimburse CONSULTANT for payment of any permit application fees at direct cost.

e. **Services; Work Authorization.**

- i. All work to be performed by CONSULTANT under this Agreement shall be authorized in writing by the CITY. Such authorization will be referred to as a "Work Authorization" and shall reference this Agreement. Work Authorizations shall be in a form substantially similar to the form attached hereto as **Exhibit "B"**. In the event of an emergency situation, where the scope of services cannot be clearly defined in advance of the work effort, no work shall commence without the prior written authorization of the City Manager or designee.
- ii. Work Authorizations shall contain a description of the work to be undertaken, a budget amount of the fee to be paid, and a time schedule. Budget amounts shall not be exceeded unless prior written approval and an increase in funds available are provided by the CITY. In the event the CITY does not approve a revised budget and additional funding, and the need for such action is not shown to be the fault of CONSULTANT, then the Work Authorization shall be terminated and CONSULTANT shall be paid in full for all work performed to that point.
- iii. The form and format of the budget described in paragraph 3.e.ii. above shall be in sufficient detail so as to identify the various elements of cost and shall be subject to the approval of the CITY.
- iv. Work Authorizations may contain additional provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instruction or provisions shall not be construed as a modification to this Agreement.
- v. When CONSULTANT and the CITY enter into a Work Authorization wherein the term of the Work Authorization expires on a date that is later than the date that this Agreement expires, then CONSULTANT and the CITY agree that the terms of this Agreement are automatically extended until the expiration or full completion of the requirements of the Work Authorization has been performed. Cancellation by the CITY of any remaining work prior to the full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the Work Authorization extends beyond the expiration of this Agreement. It does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.
- vi. A specific Work Authorization may contain a provision for assessment of liquidated damages against CONSULTANT for failure to complete the services in a timely manner.

f. **Payment for Services.**

- i. Upon receipt of the final work product in accordance with a Project, together with the CONSULTANT's final invoice the CITY will diligently review same. When the CITY finds that the work performed pursuant to this Agreement and the applicable Work Authorization is fully performed, the Project Manager will issue a final certificate which indicates that the work provided for has been completed and that the Project Manager recommends that the entire balance found to be due to CONSULTANT shall be paid to CONSULTANT, within the time required by the Florida Prompt Payment Act, as may, from time to time be amended; provided,

however, that if a Work Authorization for a particular Project provides for monthly invoices or for an alternate billing schedule, CONSULTANT shall submit invoice(s) detailing all fees and expenses and in such event, the Work Authorization shall control, and the CITY shall pay subject to the upper limit or lump sum fees set out in each Work Authorization. Before issuance of final certificate, CONSULTANT shall submit a final contractor's affidavit satisfactory to the CITY that all subcontractors, subconsultants, and other indebtedness connected with the work have been paid.

- ii. CONSULTANT guarantees to amend, revise, replace, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONSULTANT's failure to comply with the warranties and representations contained herein. If the CITY deems it expedient to require CONSULTANT to correct deficient or defective work, and equitable deduction from the contract price shall be made therefor, or in the alternative, the CITY, at its option, may seek damages.
 - iii. Neither inspection nor payment, including final payment, by the CITY shall relieve CONSULTANT from its obligations to do and complete the work product in accordance with this Agreement.
- g. **Notices.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof, or in person with proof of delivery. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the place for giving of notice.
- i. CITY: City of South Daytona, Attention: City Manager, 1672 South Ridgewood Avenue, South Daytona, Florida 32119.
 - ii. CONSULTANT: Mead & Hunt Inc, 4401 Eastport Parkway, Port Orange, Florida 32127
- h. **Insurance.** Throughout the Term of this Agreement, CONSULTANT shall maintain in force at its own expense, insurance as follows:
- i. **Workers Compensation:** Workers' Compensation Insurance with statutory limits, including coverage for Employer's Liability, with limits not less than \$100,000 each accident, \$100,000 each disease, and \$500,000 each aggregate disease.
 - ii. **General Liability:** Commercial General Liability with limits not less than \$1,000,000 each occurrence combined single limit of liability for bodily injury, death, and property damage, and personal injury resulting from any one occurrence, including Broad Form Commercial General Liability and coverage for Independent Contractors.
 - iii. **Automobile Liability:** Comprehensive or Business Automobile Liability Insurance with not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for owned, hire, and non-owned vehicles as applicable. CONSULTANT and/or its subconsultant shall take out and maintain these coverages as shall protect it against claims for damages resulting from bodily injury, including wrongful death and property damage which

may arise from the operations of any owned, hired, or non-owned automobiles and/or equipment used by him or her in any capacity in connection with the carrying out of this contract.

- iv. **Professional Liability:** CONSULTANT and its officers, employees, and/or agents will provide the CITY a Certificate of Insurance evidencing professional liability insurance with limits not less than \$1,000,000 aggregate with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Agreement, including but not limited to design errors and omissions. CONSULTANT shall maintain professional liability insurance during the term of this Agreement and for a period of three (3) years from the date of completion of the Project. In the event that CONSULTANT goes out of business during the Term of this Agreement or the three (3) year period described above, CONSULTANT shall purchase Extended Reporting Coverage for claims arising out of CONSULTANT negligent acts, errors, and omissions during the term of the Professional Liability Policy.
- v. CONSULTANT shall furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and Loss Payee on all policies required by paragraph 3.h., except Workers' Compensation and Professional Liability. In the event the insurance coverage expires prior to the completion of the Project, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The policy shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
- vi. Any and all of CONSULTANT's subcontractors shall be required to include the CITY and CONSULTANT as an additional insured and Loss Payee on their general liability and automotive insurance policies.
- vii. Said insurance coverages procured by CONSULTANT as required herein shall be considered, and CONSULTANT agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance available to CONSULTANT, and that any other insurance, or self-insurance available to CONSULTANT shall be considered secondary to, or in excess of, the insurance coverage(s) procured by CONSULTANT as required herein.
- viii. Nothing herein shall be construed to extend CITY's liability beyond that provided in section 768.28, Florida Statutes.

4. General Provisions.

a. Indemnification.

- i. Irrespective of any insurance carried by CONSULTANT, pursuant to this Agreement or otherwise, CONSULTANT shall indemnify, and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, judgments, costs, damages, interest, penalties, loss, and expense, including reasonable collection expenses, reasonable attorneys' fees, and court

costs arising out of any accident, casualty, or other occurrence causing injury to any person or property arising from CONSULTANT's negligence, recklessness, or intentional wrongful misconduct or the negligence, recklessness, or intentional misconduct of CONSULTANT's officers, directors, contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees, or caused by or arising from any act of negligent omission of CONSULTANT or CONSULTANT's officers, directors, contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees, including violation of any federal, state, or local law, statute, ordinance, rule, or regulation. CONSULTANT shall further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONSULTANT under this Agreement infringes a United States patent, trademark, or copyright, provided the CITY give CONSULTANT written notice of any such claim not more than ten (10) days from the date the CITY knew or should have known of the claim. The parties shall cooperate fully with each other in the defense of such claim. CONSULTANT recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve CONSULTANT of its liability and obligation to hold harmless and indemnify the CITY as set forth in this paragraph of this AGREEMENT. Such indemnification shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY shall give notice thereof to CONSULTANT which notice shall be accompanied by a copy of statement of the claim. Following the notice, CONSULTANT shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise, or settlement of such claim with counsel of its choice. If CONSULTANT shall fail timely to defend, contest, or otherwise protect against any suit, action, or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONSULTANT, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise, or settlement of such claim.
- iii. The indemnification provisions of this paragraph shall survive the termination of this Agreement. Nothing herein shall be construed to extend the CITY's liability beyond that provided in section 768.28, Florida Statutes.
- iv. CITY and CONSULTANT are not liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but

without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages (“damages”).

b. **Warranties.**

- i. CONSULTANT warrants that its services are to be performed within the limits prescribed by the CITY consistent with the generally accepted standards and practices of the profession in which CONSULTANT is engaged.
- ii. CONSULTANT represents and warrants that it has the personnel and experience necessary to perform the services in a professional and workmanlike manner.
- iii. CONSULTANT represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.
- iv. CONSULTANT represents and warrants that it will comply with all applicable laws, rules, regulations, and codes, including federal, state, special district, and local.
- v. CONSULTANT warrants that the data utilized by CONSULTANT (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONSULTANT’s industry or profession to be a reliable basis and foundation for CONSULTANT’s work product. CONSULTANT shall notify the CITY in writing should it appear, in CONSULTANT’s professional judgment, that the data or information provided by the CITY for use in CONSULTANT’s work product is incomplete, defective, or unreliable.
- vi. CONSULTANT shall revise, or correct to the satisfaction of the CITY any error appearing in the work, as a result of CONSULTANT’s failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY shall relieve CONSULTANT from its obligations to do and complete the work product in accordance with this Agreement.
- vii. For the purposes of this agreement, warranty shall mean performing in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

c. **Assignment.** This Agreement is personal, and CONSULTANT shall not assign or delegate any rights or duties hereunder without the specific written consent of the CITY. In the event CONSULTANT requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement or the Work Authorizations contemplated by this Agreement, CONSULTANT shall obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate.

d. **Opinions of Cost.** Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any opinions rendered as to probable Project cost and construction cost for any subsequent Project are made on the basis of its experience and qualifications and represent its best judgment

as an experienced and qualified professional; however, CONSULTANT cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by CONSULTANT. If, prior to the Bidding Phase, the CITY wishes greater assurances as to Project or construction cost, it shall employ, or authorize CONSULTANT to employ, an independent cost estimator.

- e. **Ownership of Work and Documents.** All work performed by the CONSULTANT pursuant to this Agreement shall be the property of the CITY. The CONSULTANT hereby conveys, transfers and grants to the CITY all rights of reproduction and the copyright to all such documents. Any reuse of files or services pertaining to any other project without the involvement of CONSULTANT shall be at CITY's sole risk and without liability or legal exposure to CONSULTANT.
- f. **Confidentiality; Public Records.**
 - i. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the services performed by CONSULTANT or other information to which CONSULTANT has had access during the Term of this Agreement without the prior written approval of the CITY, during the Term of this Agreement and for a period of two (2) years after the termination of this Agreement.
 - ii. CONSULTANT is a "Contractor" as defined by Section 1 19.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Section 119.0701(2), Florida Statutes, including the following:
 - (1) Keep and maintain public records required by the CITY to perform the service.
 - (2) Upon request from the CITY 's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY.
 - (4) Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY 's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- iii. "Public records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of the physical form, made or received in connection with this Agreement.
 - iv. Should CONSULTANT assert any exemptions to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon CONSULTANT.
 - v. CONSULTANT consents to the CITY's enforcement of CONSULTANT's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONSULTANT shall pay all court costs and reasonable attorney's fees incurred by CITY.
 - vi. CONSULTANT's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR shall be grounds for immediate unilateral cancellation of this Agreement by the CITY.
 - vii. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Becky Witte, Deputy City Clerk, (386) 322-3011, bwitte@southdaytona.org, 1672 S. Ridgewood Ave., South Daytona, FL 32119.**
- g. **Audit.** CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this paragraph for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.
- h. **Covenants by the CITY.** The CITY hereby covenants and agrees:
- i. To promptly pay the fees to CONSULTANT in the amounts and at the times specified herein subject to bona fide dispute as to the work performed or fee charged.
 - ii. To appoint a Project Manager in connection with each Work Authorization executed under this Agreement. Such Project Managers shall have authority to transmit instructions, receive information, interpret and define the CITY's policy, make decisions pertinent to authorized Projects, and sign off on invoices for interim payments to CONSULTANT.
- i. **Independent Contractor.**
- i. It is specifically agreed that CONSULTANT is deemed to be an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. It is further agreed that no agent, employee, or servant of CONSULTANT shall be deemed to be the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to,

compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONSULTANT. CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONSULTANT is an independent contractor, the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY 's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State, and municipal laws, rules and regulations that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONSULTANT.

- ii. CONSULTANT shall bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONSULTANT agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

j. **Tax Identification Information.** CONSULTANT acknowledges that CITY will collect CONSULTANT's tax identification number for one or more purposes, including: reconciliation of accounts, verification of identity, verification of credit worthiness, background checks, billing or payment requirements of third parties, government reporting requirements, and bank requirements, and CONSULTANT consents to such use.

k. **Quantity of Work.** CONSULTANT acknowledges that no representation, commitment, or guarantee, express or implied, is made by the CITY as to the minimum or maximum amount of work which will result from this Agreement.

5. **Miscellaneous Provisions.**

- a. **Discrimination.** CONSULTANT shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement. CONSULTANT shall take all measures necessary to effectuate these assurances.
- b. **Severability.** Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that this Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONSULTANT recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized City representatives.
- d. **Construction.** Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONSULTANT's work product, services, or materials shall not be construed to operate as a waiver of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Headings.** All headings are for clarification only and are not to be used in any judicial construction of this Agreement or any paragraph.
- i. **Binding Nature of Agreement.** This Agreement shall be binding upon the successors and assigns of the parties hereto.

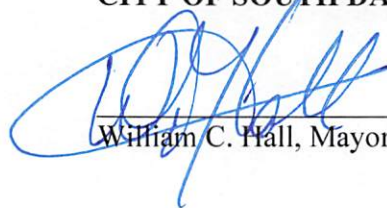
- k. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- l. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- m. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
- n. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with City for goods or services of any amount may be terminated at the option of City if CONTRACTOR (i) is found to have

submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- o. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- p. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes

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

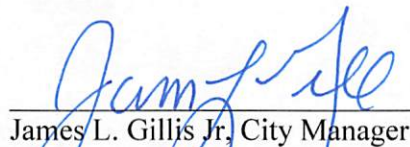
CITY OF SOUTH DAYTONA



William C. Hall, Mayor

(Seal)

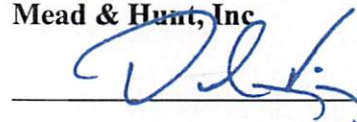
ATTEST:


James L. Gillis Jr., City Manager

APPROVED AS TO FORM AND LEGALITY


Wade Vose, City Attorney

CONTRACTOR
Mead & Hunt, Inc



Print Name: David King, PE

Title: Vice President/Business Unit Leader

Exhibit "A"
Fee and Rate Schedule

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2021

Standard Billing Rates

Clerical.....	\$75.00 / hour
Registered Land Surveyor.....	\$140.00 / hour
Technical Editor, Biologist.....	\$112.00 / hour
Technician I, Technical Writer, Administrative Assistant.....	\$92.00 / hour
Technician II, Surveyor - Instrument Person.....	\$112.00 / hour
Technician III.....	\$127.00 / hour
Technician IV.....	\$143.00 / hour
Senior Technician.....	\$156.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I.....	\$124.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II.....	\$142.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III.....	\$153.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$160.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner.....	\$169.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner.....	\$183.00 / hour
Senior Associates.....	\$201.00 / hour
Principal/Senior Client Manager.....	\$249.00 / hour

Expenses

Subconsultants/Permit Application Fees.....	Actual Cost
Foreseen Out-of-Pocket Expenses.....	To be included in Lump Sum Fee
Unforeseen Out-of-Pocket Expenses.....	Actual Cost

Billing & Payment

Travel time is charged for work required to be performed out of Volusia County. Invoicing is on a monthly basis for work performed.

This schedule of billing rates is effective January 1, 2021, and will remain in effect until December 31, 2021, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

Exhibit "B"

WORK AUTHORIZATION

Pursuant to that certain Master Agreement and Continuing Contract for Professional Services effective the _____ day of _____, 20____, (hereinafter the "Agreement") by and between the CITY OF SOUTH DAYTONA, a municipal corporation duly incorporated pursuant to the laws of the State of Florida (hereinafter the "CITY") and _____ (hereinafter "CONSULTANT"), the parties agree as follows:

1. **Scope of Services:** CONSULTANT shall be responsible for providing and shall provide the services described in the Scope of Services, which is set forth in the Scope of Services in the Agreement. Any conflict between the terms and conditions in the Agreement and the terms and conditions set forth in this WORK AUTHORIZATION shall be resolved in favor of the body of the Agreement.

2. **Payment:** In consideration of the performance of the Scope of Services, the City agrees to pay CONSULTANT for all work actually performed, at the rate or basis described in **Exhibit "A"** to the Agreement, but in no event shall the Payment exceed \$ _____. **[**OR** ... the CITY agrees to pay CONSULTANT for all work actually performed, a lump sum of \$ _____.]** The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONSULTANT's obligations. The CONSULTANT shall, without additional compensation, correct and revise any errors, omissions or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONSULTANT.

3. **Time for Completion:** CONSULTANT will supply the Scope of Services within _____ (_____) days/months from receipt of this WORK AUTHORIZATION. **[**OR** ...in accordance with the Schedule which is attached hereto as Exhibit "____".]**

4. **Project Manager:** The CITY's Project Manager for this WORK AUTHORIZATION is _____, City _____ or his/her designee. CONSULTANT's Project Manager for this WORK AUTHORIZATION is _____.

5. **Master Agreement:** This WORK AUTHORIZATION shall be subject to the terms, conditions, and provisions of the Agreement.

6. **Other:** _____.

(Remainder of page intentionally blank)



Article II, Section 8, *Constitution of the State of Florida*: ***“Ethics in government.—A public office is a public trust. The people shall have the right to secure and sustain that trust against abuse.”***

“LIFE IS BETTER HERE.”

**CITY COUNCIL AGENDA MEMORANDUM
SEPTEMBER 27, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Council
COPIES TO: Kurt Swartzlander, City Manager
Cheri Schwab, City Clerk
FROM: John Cary, City Attorney
DATE: September 20, 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 September 12, 2022. Please advise if you have any questions, comments or concerns relative to these matters.

(1) *Release of Liability*

Drafted a release of liability for an incident involving an accident with a city truck.

(2) *Piggyback Contract*

Provided legal advice to city staff regarding how to procure a vendor through the piggyback process.

(3) *Flood Management Ordinance*

Worked with community services staff on an ordinance updating the city's flood management system.

(4) *Non-conforming Property*

Held a conference the city planner and growth management director regarding a property that is seeking a development permit and is currently a non-conforming use.

(5) *Special Event Application*

Reviewed and approved the insurance certificate for a special event application.

(6) *2970 S. Atlantic Transaction*

Provided a thorough review of the title commitment and performed other work in preparation for closing on the 2970 S. Atlantic property.

Respectfully, submitted,

/s/ John Cary, City Attorney



CITY OF DAYTONA BEACH SHORES

"Life Is Better Here"

Office of the City Manager

Phone (386) 763-5373 Fax (386) 763-5360

MEMORANDUM

DATE: September 21, 2022

TO: City Council: Mayor Nancy Miller, Vice Mayor Mel Lindauer,
Council Member Richard Bryan, Council Member Chris Conomos,
and Council Member Michael Politis

FROM: Kurt D. Swartzlander, City Manager

SUBJECT: City Manager's Report – September 27, 2022

Condo Bill Flyer

Staff mailed an informational flyer to all possible locations that may be impacted by the passage of Senate Bill 4-D. This is intended to be an informational flyer that any "condominium" property should be aware of the new bill and its requirements and if applicable begin the compliance process.

Trucktoberfest

This unsanctioned event is planned for October 21-23, 2022. Some individuals on Facebook are stating they plan to come to town on October 7-9, 2022. Staff is prepared to make sure it is a non-event on either weekend. If needed, the city will declare the city a special event zone as per statute.

Wastepro Price Increase Request

Wastepro has backed off of their request for price increases due to unusual cost of doing business and will be receiving the contractual CPI increases only.



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 27, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Kurt Swartzlander, City Manager
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Ordinance for Purchase of Chase Property

SYNOPSIS:

As per the Charter of the City, any land purchase or sale must be conducted through the adoption of an ordinance. This Ordinance is the furtherance of the purchase of the "excess property" located behind the existing Chase Bank property adjacent to the public works building.

FISCAL IMPACT STATEMENT:

City is responsible for the purchase price plus expenses included in the Purchase and Sales Agreement.

BACKGROUND:

The City approved a purchase and sales agreement in May of this year to purchase the subject property. This ordinance is the formal conveyance of this property as per city charter requirements.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

SUGGESTED MOTION:

I moved to adopt Ordinance 2022-15 on second reading.

ATTACHMENT:

1. Ord. 2022-15 Acceptance of JP Morgan Property
2. Ord 2022-15 exhibit A
3. Daytona Beach Shores Excess Land FE PSA Signed 9-6-22

ORDINANCE 2022-15

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, PROVIDING FOR THE ACCEPTANCE OF REAL PROPERTY MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR THE TAKING OF ADMINISTRATIVE ACTIONS; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores (“City”) seeks to acquire the property (“Property”) more particularly described in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, the seller of the Property has agreed to sell the Property to the City based in part on certain deed restrictions that have been negotiated by the parties; and

WHEREAS, the City Council hereby finds and determines that the acquisition of such Property would protect the health, safety, and welfare of the residents of and visitors to the City.

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

SECTION ONE: WHEREAS PROVISIONS ADOPTED. The City Council of the City of Daytona Beach Shores hereby adopts the above Whereas provisions as if they were an integral part of this Ordinance.

SECTION TWO: ACCEPTANCE OF REAL PROPERTY. The City Council hereby authorizes the acceptance of the Property more particularly described in Exhibit “A”.

SECTION THREE: ADMINISTRATIVE ACTIONS. The City Council hereby authorizes the City Manager or his designee to take any actions that are necessary and proper in order to effectuate the City’s acquisition of the Property, including the execution of legal documents and recordation of the deed.

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

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

SECTION SIX: EFFECTIVE DATE. This Ordinance shall take effect immediately upon enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Mayor, Nancy Miller

ATTEST:

By: _____
Kurt Swartzlander, City Manager

Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Gretchen R. H. "Becky" Vose, City Attorney

Passed and adopted on this ____ day of _____, 2022.

Posted this ____ day of _____, 2022.

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

DESCRIPTION: A portion of Block "E", McElroy's Belleview, as recorded in Map Book 11, Page 98 in the Public Records of Volusia County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Town homes at the Oceans II, as recorded in Map Book 42, Page 80 in the Public Records of Volusia County, Florida, run thence along the South boundary of said Townhomes at the Oceans II, N.65°20'47"E., a distance of 94.60 feet to the Northerly corner of the aforesaid Block "E"; thence along the Easterly boundary of said Block "E", S.24°39'13"E., a distance of 114.70 feet to the POINT OF BEGINNING; thence continue along said Easterly boundary, S.24 °39'13"E., a distance of 120.02 feet; thence S.65°20'47"W., a distance of 125.00 feet to a point on the Easterly Right of Way line of Oceanwest Boulevard; thence along said Right of Way the following two (2) courses: 1) N.24°39'13"W., a distance of 43.00 feet; 2) Northwesterly, 54.89 feet along the arc of a tangent curve to the left having a radius of 150.00 feet and a central angle of 20°57'58" (chord bearing N.35°08'09"W., 54.58 feet); thence Northeasterly, 2.51 feet along the arc of a non-tangent curve to the right having a radius of 12.50 feet and a central angle of 11 °29'00" (chord bearing N.31 °39'03"E., 2.50 feet); thence N.37°23'33"E., a distance of 30.21 feet; thence Northeasterly, 45.86 feet along the arc of a tangent curve to the right having a radius of 94.00 feet and a central angle of 27°57'14" (chord bearing N.51 °22'1 0"E., 45.41 feet); thence N.65°20'47"E., a distance of 48.93 feet; thence Easterly, 13.68 feet along the arc of a tangent curve to the right having a radius of 29.00 feet and a central angle of 27°01'21" (chord bearing N.78°51'27"E., 13.55 feet) to the POINT OF BEGINNING.
Containing 0.347 acres, more or less.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into this 7th day of September, 2022 ("**Effective Date**"), by and between **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a national banking association ("**Seller**"), and **CITY OF DAYTONA BEACH SHORES**, a Florida municipal corporation ("**Buyer**").

W I T N E S S E T H:

A. Seller currently owns the Property (defined below), which was previously used as a retail bank.

B. Seller has agreed to sell the Property to Buyer based in part on the mutual agreement that the Property shall not be used in the future as a bank or such other financial institution or for such other purposes as are more particularly set forth in the Deed (as hereinafter defined) (collectively, the "**Deed Restrictions**").

C. Seller and Buyer acknowledge that the Deed Restrictions are a material component of the consideration for Seller's disposition and Buyer's acquisition of the Property.

In consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

Article 1 SALE AND PURCHASE

1.01 Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, upon the terms and conditions set forth herein, the following property (collectively, the "**Property**"):

(a) **Real Property.** A portion of the real property located at 2970 South Atlantic Avenue, consisting of approximately .347 +/- acres of land (net of all easements and road rights-of-way) ("**Excess Parcel**") located in the State of Florida, County of Volusia, and City of Daytona Beach Shores, as more particularly defined in **Exhibit A** attached hereto ("**Land**"), being a portion of the property assessed under Volusia County tax folio no. 532706040010 ("**Main Parcel**") together, with (1) all improvements located thereon ("**Improvements**"), (2) all and singular the rights, interests, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto, and without warranty, all right, title and interest of Seller, if any, in and to all strips and gores and any land laying in the bed of any street, right-of-way, road or alley, open or proposed, adjoining such Land (collectively, the "**Real Property**"). Buyer shall be responsible for all expenses associated with splitting the Excess Parcel from the Main Parcel.

(b) **Fixtures.** All of the fixtures affixed to the Real Property, if any, owned by Seller (collectively, the "**Fixtures**").

All of the Property shall be conveyed, assigned and transferred to Buyer at Closing (as hereinafter defined) free and clear of all liens, claims, easements and encumbrances whatsoever except for the Permitted Encumbrances (as hereinafter defined).

1.02 Utilities. If, on the Effective Date of this Agreement, there are in existence upon, over or under the Property one or more underground, surface or overhead utility lines (including but not limited to water, sewerage, gas, electricity, telephone, cable or fiberoptic lines) that lead to, service or otherwise benefit the Main Parcel, Seller shall reserve at Closing, for the benefit of the Main Parcel, a perpetual easement over the Property for the existence, maintenance, repair and replacement of all such utility lines in their present location, (or at such alternate location to which such utility lines are moved at Buyer's sole expense), including the right to enter upon the Property from time to time for the purpose of maintaining, repairing and replacing any or all of such utility lines.

Article 2

PURCHASE PRICE AND EARNEST MONEY

2.01 Purchase Price. The price (the "**Purchase Price**") of the Property shall be One Hundred Seventy Five Thousand Dollars (\$175,000.00). The Purchase Price is payable in cash or immediately available funds at Closing, subject to closing adjustments.

2.02 Earnest Money. Within three (3) Business Days (as hereinafter defined) of the Effective Date, Buyer shall deliver to Ezell Law Firm, P.A. ("**Escrow Agent**"), an earnest money deposit, in the amount of Nine Thousand and 00/100 Dollars (\$9,000.00) (the "**Earnest Money**"), to be held in accordance with the terms of this Agreement. The Earnest Money shall be in the form of a certified or cashier's check or the wire transfer to the Escrow Agent of immediately available U.S. federal funds. If Buyer fails to timely deposit any portion of the Earnest Money within the time periods required, Seller may terminate this Agreement by written notice to Buyer at any time prior to the actual receipt by the Title Company of such deposit from Buyer, in which event any Earnest Money that has previously been deposited by Buyer with the Escrow Agent shall be immediately delivered to Seller and thereafter the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof.

2.03 Disposition of Earnest Money. The Earnest Money shall be applied as a credit to the Purchase Price at Closing. However, if Buyer elects to terminate this Agreement prior to the expiration of the Inspection Period (as hereinafter defined) as permitted under this Agreement (except as otherwise contemplated in Section 4.02), the Escrow Agent shall pay the entire Earnest Money to Buyer within one (1) Business Day following the termination of this Agreement, and no notice to or approval from Seller shall be required for such payment of the Earnest Money to Buyer and Seller waives any right to dispute or delay the disbursement of the Earnest Money to Buyer in this event. In the event of a termination of this Agreement by Seller, the Escrow Agent is authorized to deliver the Earnest Money to the party hereto entitled to same pursuant to the terms hereof on or before the fifth (5th) Business Day following receipt by the Escrow Agent and Buyer of written notice of such termination from the terminating party, unless the Buyer notifies the Escrow Agent that it disputes in good faith the right of Seller to receive the Earnest Money. In the event of such a dispute, the Escrow Agent may interplead the Earnest Money into a court of competent jurisdiction in the county in which the Earnest Money has been deposited. All

attorneys' fees and costs and the Escrow Agent's costs and expenses incurred in connection with such interpleader shall be assessed against the party that is not awarded the Earnest Money, or if the Earnest Money is distributed in part to both parties, then in the inverse proportion of such distribution.

2.04 Balance of Purchase Price. The balance of the Purchase Price shall be payable in cash or immediately available funds at the time of Closing, subject to closing adjustments.

Article 3 TITLE AND SURVEY

3.01 Title Commitment and Reports. Within ten (10) days following the Effective Date, Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Buyer, the following ("**Seller's Deliverables**"):

- (a) A commitment for title insurance ("**Commitment**") covering the Property, issued by Fidelity National Title Insurance Company (the "**Title Company**"), setting forth the status of the title to the Property and showing all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Property;
- (b) A true, complete and legible copy of all documents referred to in the Commitment, including, but not limited to, deeds, lien instruments, plats, reservations, restrictions and easements ("**Title Documents**"); and
- (c) To the extent in Seller's possession, copies of any plans, specifications, permits, environmental and other studies, and test results, relating to the Property.

3.02 Survey. To the extent a survey of the Property is in Seller's possession, Seller will provide a copy of such existing survey within five (5) days of the Effective Date. Within thirty (30) days after the Effective Date, Buyer, at Buyer's sole cost and expense, will obtain a new survey of the Excess Parcel using ALTA 2016 standards (the "**Survey**"), dated no earlier than the Effective Date and prepared by a licensed surveyor acceptable to the Title Company. The Buyer shall have a period of ten (10) days after Buyer's receipt of the Survey in which to review the Survey, and to deliver to Seller in writing such objections as Buyer may have as to any Survey matter (the "**Survey Review Period**").

3.03 Title Review. Buyer shall have a period of ten (10) days from Buyer's receipt of the Commitment, in which to review the Commitment and Title Documents, and to deliver to Seller in writing such objections as Buyer may have to any of such items (the "**Title Review Period**"). Any items to which Buyer does not object within the Title Review Period or the Survey Review Period shall be deemed to be permitted encumbrances ("**Permitted Encumbrances**"). If Buyer timely objects to any matter contained in the Commitment, Title Documents or Survey ("**Title Objections**") as hereinabove provided, Seller may elect to cure such objections, give Buyer notice thereof ("**Seller's Notice**") and deliver to Buyer a revised Commitment and Survey reflecting such cure within seven (7) Business Days after Seller's receipt of Buyer's notice ("**Title Cure Period**"). If Seller fails to respond to the Title Objections, it will be deemed to have elected not to cure any Title Objections within the Title Cure Period. Within seven (7) Business Days

following receipt of Seller's Notice or the expiration of the Title Cure Period, Buyer shall elect either to (i) terminate this Agreement and be reimbursed the Earnest Money, and neither party shall have any further rights, duties or obligations hereunder, or (ii) purchase the Property subject to the Title Objections not so removed or cured, in which event those Title Objections shall be deemed to be Permitted Encumbrances.

3.04 Updated Commitment. If Buyer elects not to terminate this Agreement in accordance with Section 3.03 above, Seller, upon request of Buyer, shall cause the Title Company to reissue the Commitment prior to Closing. Buyer shall have the right to object to any new exceptions other than the Permitted Encumbrances shown on any updated Commitment. If Seller fails to cure such items, Buyer shall again have the right to terminate this Agreement and be reimbursed the Earnest Money or waive the objection and proceed to Closing. The time periods for objecting to and curing the new exceptions and for terminating this Agreement shall be the same as those set forth in Section 3.03 above, commencing with the date Buyer receives the updated Commitment, and, if necessary, the Closing Date shall be extended for such purposes.

3.05 Title Policy. At Closing, Buyer shall arrange for the Title Company to issue or be irrevocably committed to issue to Buyer an ALTA extended coverage (2006 with Florida modifications) owner's policy of title insurance (the "**Title Policy**"), in the amount of the Purchase Price, insuring fee simple title to the Real Property is vested in Buyer subject only to the Permitted Encumbrances. Buyer shall be entitled to request that the Title Company provide extended coverage and/or such endorsements (or amendments) to the Title Policy as Buyer may reasonably require, provided that such extended coverage and/or endorsements (or amendments) shall be at no cost to, and shall impose no additional liability on, Seller, and the Closing shall not be delayed as a result of Buyer's request.

Article 4 INSPECTION

4.01 Inspection Period. At Buyer's sole cost and expense, Buyer shall have a period of sixty (60) days from the Effective Date ("**Inspection Period**") in which to inspect the Property and to investigate the desirability and utility of the Property for Buyer's intended use.

4.02 Buyer's Option to Terminate. If Buyer determines, in its sole and absolute discretion, that the Property is not suitable for Buyer's intended use within the time periods specified above, Buyer shall have the right either to (A) terminate this Agreement by written notice to Seller on or before 5:00 p.m. Daytona Beach Shores, Florida time on the last day of the Inspection Period, in which event the Earnest Money and all interest earned thereon, if applicable, shall be returned to Buyer and neither party shall have any further rights or obligations to the other hereunder, except Buyer's obligations to promptly repair and restore all damage to the Property and indemnify and hold Seller harmless from and against all losses, claims, costs, damages and liabilities arising out of or in connection with any entry upon the Property by Buyer and its agents, servants, employees and contractors, or (B) waive the requirements and/or contingencies regarding such inspection and proceed with this Agreement, in which event the Closing shall occur on or before thirty (30) days following such waiver, provided Buyer is satisfied as to all other contingencies set forth herein. If Buyer does not timely give a termination notice, this Agreement shall continue in full force and effect, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 4.02, and Buyer shall be deemed to have acknowledged

that it has received or had access to and conducted all inspections and tests of the Property that it considers important. Upon termination of this Agreement by Buyer, Buyer shall provide to Seller copies of all third party reports or studies, including the Survey, prepared by outside consultants (other than such reports prepared by legal counsel that are subject to an attorney client privilege or any internally prepared reports) ("**Buyer's Reports**") performing any of the due diligence inspections of the Property, or any portion or component thereof or condition affecting the same, for or on behalf of Buyer, without any charge and without representation or warranty as to their completeness or accuracy and subject to any confidentiality provisions contained therein.

4.03 Inspections. Buyer must give Seller two (2) full Business Days' prior telephone or written notice of any inspection. Notwithstanding the foregoing, Buyer is not permitted to conduct any invasive testing, including but not limited to any Phase II environmental site assessments. In conducting any inspections or investigations of the Property, Seller's Deliverables or any Property documents, Buyer and its agents and representatives shall: (a) not interfere with the operation and maintenance of the Property; (b) not damage any part of the Property or any personal property owned or held by any tenant or any third party; (c) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees or any tenants or their guests or invitees; (d) comply with all applicable laws; (e) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (f) not permit any liens to attach to the Real Property by reason of the exercise of its rights hereunder; (g) repair any damage to the Property resulting directly or indirectly from any such inspection or tests; and (h) conduct such inspections or investigations at all reasonable times during normal business hours.

4.04 Indemnification and Insurance. Subject to the provisions of Section 768.28, Florida Statutes, Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of Buyer's inspections or tests permitted under this Agreement or any violation of the provisions of this Article 4; provided, however, the indemnity shall not extend to protect Seller from any pre-existing liabilities for matters merely discovered by Buyer (i.e., latent environmental contamination) so long as Buyer's actions do not aggravate any pre-existing liability of Seller. In addition, Buyer shall maintain, at Buyer's expense, commercial general liability insurance, with a combined single limit of not less than \$1,000,000.00 general liability, insuring Seller as an additional insured, against injuries or damages to persons or property that may result from or are related to (i) Buyer's and/or Buyer's representatives' entry upon the Property, and (ii) any investigations or other activities conducted thereon, and deliver a copy of such insurance policy to Seller prior to the first entry on the Property. Buyer's indemnification obligations under this Section 4.04 shall survive the termination of this Agreement and shall survive the Closing.

4.05 Future Restrictions. Buyer and Seller shall use commercially reasonable efforts to agree, prior to the expiration of the Inspection Period, to a form of Declaration of Covenants and Restrictions to be entered into between Seller and Buyer which include Deed Restrictions, and provides that the property can be used for municipal use and that any (i) change in the use of the Property from its use as a government facility, (ii) construction of improvements with a visual appearance materially different from Buyer's existing building or height greater than 125% of Buyer's existing building located on the parcel adjacent to the Land, (iii) addition of vehicular access points to the Property or (iv) alteration to signage, shall require Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

4.06 No Representation or Warranty by Seller. Buyer acknowledges that, except as expressly set forth in this Agreement, Seller has not made and does not make any warranty or representation regarding the truth, accuracy or completeness of the Seller's Deliverables or any Property documents or the source(s) thereof. Buyer further acknowledges that some if not all of the Seller's Deliverables and any other Property documents were prepared by third parties other than Seller. Seller expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in such information, or for omissions from the Seller's Deliverables or any Property documents, or in any other written or oral communications transmitted or made available to Buyer. Buyer shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental or economic condition, compliance or lack of compliance with any ordinance, order, permit or regulation or any other attribute or matter relating thereto. Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the Seller's Deliverables or any Property documents and are providing the Seller's Deliverables and any Property documents solely as an accommodation to Buyer.

Article 5

REPRESENTATIONS, WARRANTIES AND COVENANTS

5.01 Seller's Representations. Seller hereby represents and warrants to Buyer, as of the Effective Date and as of the Closing Date, that:

(a) On the Closing Date, Seller shall convey the Property to Buyer by special warranty deed in accordance with the terms and conditions of this Agreement;

(b) To Seller's knowledge, Seller has received no notice of any condemnation or eminent domain proceedings, nor entered into negotiations for the sale of any of the Property in lieu of condemnation and, to the best of Seller's knowledge, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the Property or any part thereof;

(c) Seller has validly executed this Agreement and the same constitutes the binding obligation of Seller; and

(d) Seller has full power, authority and capacity to enter into this Agreement and to carry out Seller's obligations under this Agreement and the consummation by Seller of the sale of the Property is not in violation of, or in conflict with, nor does it constitute a default under, any term or provision of Seller's organizational documents, or any of the terms of any agreement or instrument to which Seller is or may be bound, or of any applicable legal requirement or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

"Seller's Knowledge" means the current and actual knowledge of Christopher McKenna, Managing Director, after due inquiry. Seller represents that Christopher McKenna is the person most knowledgeable with respect to such matters.

5.02 Buyer's Representations. Buyer hereby represents and warrants to Seller, as of the Effective Date and as of the Closing Date, that:

(a) Buyer is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement by any applicable law, agreement, instrument, restriction, or by a judgment, order or decree of any applicable governmental authorities having jurisdiction over Buyer;

(b) The individual executing this Agreement on behalf of Buyer is duly authorized to execute this Agreement on behalf of Buyer. The execution and delivery of this Agreement and the performance of all obligations of Buyer hereunder have been duly authorized by required action of Buyer and constitutes the valid and binding obligations of Buyer;

(c) No consent, waiver, approval, or authorization of, or filing, registration, or qualification with, or notice to, any governmental authorities or any other entity or person is required to be made, obtained, or given by Buyer in connection with the execution, delivery, and performance of this Agreement, except such consent, waiver, approval, authorization, filing, registration or qualification which has been made, obtained or given;

(d) There is no bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, pending or, to Buyer's knowledge, threatened against Buyer; and

(e) Buyer is not a "foreign person" but is a "United States person" as such terms are defined in the Foreign Investment in Real Property Tax Act of 1980 and §§ 1445 and 7701 of the Code; that is to say, Buyer is a citizen or resident of the United States, a domestic partnership, a domestic corporation, or an estate or trust which is not a foreign estate or foreign trust within the meaning of § 7701(a)(31) of the Code.

"Buyer's Knowledge" means the current and actual knowledge of [_____]. Buyer represents that [_____] is the party most knowledgeable with respect to such matters.

Article 6 COMMISSIONS

Each party hereby warrants and covenants to the other party that it has not dealt with any real estate broker or salesperson in connection with this sale of the Property and that no real estate commissions, finders' fees or brokers' fees have been or will be incurred in connection with this Agreement or the sale contemplated hereby. Seller hereby agrees to defend, indemnify and hold harmless Buyer, and Buyer hereby agrees to defend, indemnify and hold harmless Seller, from and against any claims by any third parties for brokerage commission, finder's fees, or other fees relative to this Agreement or the sale of the Property, and any court costs, attorneys' fees or other costs or expenses arising therefrom and alleged to be due by authorization of the indemnifying party.

Article 7 CONDEMNATION AND CASUALTY

7.01 Condemnation. In the event of a taking by condemnation or similar proceedings or actions of a portion of the Land, this Agreement shall not terminate, but shall remain in full

force and effect, and Seller shall assign or pay to Buyer at Closing, Seller's interest in and to any condemnation awards or proceeds arising from any such proceedings or actions pertaining to the portion of the Land taken in lieu thereof. Promptly upon Seller obtaining actual knowledge thereof, Seller shall give Buyer notice of any pending or threatened condemnation or similar proceedings or actions in lieu thereof which may arise in connection with all or any part of the Land.

7.02 Casualty. In the event of a casualty event affecting the Property or a portion thereof, this Agreement shall not terminate, but shall remain in full force and effect, and Seller shall either (a) repair or restore the Property affected by such casualty event to the condition it was in prior to such casualty event, or (b) shall pay or credit to Buyer at Closing, the amount necessary to repair or restore the Property affected by such casualty event to the condition it was in prior to such casualty event. Promptly upon Seller obtaining actual knowledge thereof, Seller shall give Buyer notice of any casualty events which may arise in connection with all or any part of the Property.

Article 8 CONTINGENCIES AND CONDITIONS TO CLOSING

8.01 Conditions to Seller's Obligation to Close. Seller's obligation to close is contingent on the satisfaction of the following conditions precedent:

(a) Buyer's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and as of the Closing Date and Buyer shall have complied in all material respects with its covenants and obligations hereunder.

(b) As of the Closing Date, Buyer shall have performed all of its material obligations under this Agreement.

(c) As of the Closing Date, Buyer shall have tendered all deliveries to be made by Buyer at Closing pursuant to Section 9.02.

(d) There shall exist no pending actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against Buyer that would prevent the Buyer from performing its obligations under this Agreement.

8.02 Conditions to Buyer's Obligation to Close. Buyer's obligation to close is contingent on the satisfaction of the following conditions precedent:

(a) Seller's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and as of the Closing Date and Seller shall have complied in all material respects with its covenants and obligations hereunder.

(b) As of the Closing Date, Seller shall have tendered all deliveries to be made by Seller at Closing pursuant to Section 9.03.

- (c) Approval of this transaction by the Daytona Beach Shores City Council.
- (d) The Title Company shall have unconditionally agreed to issue the Title Policy, subject to Section 3.05.

Article 9 CLOSING

9.01 Time and Place of Closing. The closing (“**Closing**”) of the sale of the Property by Seller to Buyer shall occur on or before thirty (30) days after the expiration of the Inspection Period (“**Closing Date**”), unless extended by agreement of Buyer and Seller.

9.02 Buyer’s Obligations. At the Closing, Buyer shall deliver or cause to be delivered to Seller or the Escrow Agent, as applicable, the following:

- (a) The Purchase Price, less the Earnest Money and the prorations set forth in Section 9.04 below;
- (b) If required by the Title Company with respect to any title coverage requested by Buyer, evidence satisfactory to the Title Company that the person or persons executing the Closing documents on behalf of Buyer have full right, power and authority to do so;
- (c) A fully executed counterpart of the Seller’s settlement statement, if necessary; and
- (d) Such other instruments as are customarily executed in the county where the Property is located, or are required by the parties to effectuate the conveyance of the Property.

9.03 Seller’s Obligations. At the Closing, Seller, at Seller’s sole cost and expense, shall deliver or cause to be delivered to Buyer or the Title Company, as applicable, the following:

- (a) A Special Warranty Deed (“**Deed**”) in the form attached hereto as **Exhibit B**, fully executed and acknowledged by Seller, conveying the Property to Buyer, subject only to the Permitted Encumbrances;
- (b) A Foreign Investment in Real Property Tax Act affidavit (“**FIRPTA**”) in the form of **Exhibit C** hereto and executed by Seller;
- (c) A Seller’s/Title Affidavit in a form reasonably acceptable to the Title Company;
- (d) A fully executed Seller’s settlement statement; and
- (e) Such other instruments as are customarily executed in the county where the Property is located, or are required by the parties to effectuate the conveyance of the Property.

9.04 Adjustments and Prorations. All ad valorem taxes, assessments and other state, county, school, municipal and municipal utility district fees, taxes, charges and assessments (special or otherwise) relating to the Property ("**Taxes**"), if any, for any calendar years prior to closing, including any penalties and/or interest thereon, shall be paid by Seller at Closing. All Taxes for the calendar year during which the Closing occurs shall be prorated as of the Closing Date with all items and costs for the Property being borne by Buyer from and after (but including) the date of Closing and, unless then due and paid at Closing, shall be assumed by Buyer. Proration of Taxes shall be made using the Purchase Price and the tax rate applicable to the Property, including any recently voted millage. If (i) Seller's change in use of the Property at any time prior to Closing, or (ii) the sale of the Property to Buyer, results in the assessment of additional Taxes for periods prior to Closing, such additional Taxes shall be the obligation of Seller. The provisions of this Section 9.04 shall survive the Closing.

9.05 Closing Costs - Seller. Seller shall pay for (i) the costs for the base Title Policy, including premiums and search and exam fees, up to a maximum amount of coverage equal to the Purchase Price, (ii) Seller's portion of the prorated Taxes and other prorated items, (iii) Seller's own attorneys' fees, (iv) one-half of the escrow service fee for the Title Company, (v) the cost of any transfer taxes or documentary stamp taxes attributable to the deed of conveyance for the Property, and (vi) such other incidental expenses as are customarily borne by sellers of property in the county where the Property is located.

9.06 Closing Costs - Buyer. Buyer shall pay for (i) the Survey, (ii) one-half of the escrow service fee for the Title Company, (iii) Buyer's own attorneys' fees, (iv) the recording of the Deed, (v) the additional premium, if any, for any additional endorsements requested by Buyer including but not limited to the costs of deleting the general survey exception, (vi) all costs of Buyer's due diligence in connection with the transaction contemplated hereby, (vii) all costs associated with splitting the Excess Parcel from the Main Parcel, and (viii) such other incidental expenses as are customarily borne by Buyers of property in the county where the Property is located.

Article 10 REMEDIES

10.01 Buyer's Default. If Buyer fails or refuses to consummate the purchase of the Property pursuant to this Agreement for any reason other than (i) termination hereof pursuant to a right granted to Buyer to do so, or (ii) breach by Seller of its representations, warranties or agreements hereunder, then Seller, as Seller's sole and exclusive remedy, Seller hereby waiving all other remedies, shall have the right to retain the Earnest Money as liquidated damages and to terminate this Agreement by giving Buyer written notice thereof, in which event neither party hereto shall have any further rights, duties or obligations hereunder. Seller and Buyer agree that Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine and the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain. If Closing is consummated, Seller shall have all remedies available at law or in equity in the event Buyer fails to perform any obligation of Buyer under this Agreement.

10.02 Seller's Default. If Seller fails or refuses to consummate the sale of the Property pursuant to this Agreement for any reason other than termination hereof pursuant to a right granted

to Seller to do so, or if any of Seller's representations or warranties made hereunder should be false or misleading in any material respect and has a material and adverse impact on the Property and such default or breach is not cured by the earlier of the third (3rd) Business Day after written notice thereof from Buyer or the Closing Date (Buyer hereby agreeing to give such written notice to Seller within one (1) Business Day after Buyer first learns of any such default or breach by Seller, except no notice or cure period shall apply if Seller fails to consummate the sale of the Property hereunder), Buyer may terminate this Agreement by notifying Seller thereof, in which case the Earnest Money shall be returned to Buyer, which shall be Buyer's sole and exclusive remedy. IN NO EVENT SHALL SELLER'S DIRECT OR INDIRECT PARTNERS, SHAREHOLDERS, OWNERS OR AFFILIATES, ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE FOREGOING, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF HAVE ANY LIABILITY FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

10.03 Termination Pursuant to Agreement. If Buyer terminates this Agreement pursuant to a right granted to Buyer hereunder to do so, then the Earnest Money shall be returned to Buyer and neither party hereto shall have any further rights, duties or obligations hereunder except which are herein specifically stated to survive Closing.

10.04 Other Expenses. If this Agreement is terminated due to the default of a party, then the defaulting party shall pay any fees or charges due to the Escrow Agent for holding the Earnest Money as well as any escrow cancellation fees or charges and any fees or charges due to the Title Company for preparation and/or cancellation of the Commitment.

Article 11

DISCLAIMERS, RELEASE AND INDEMNITY

11.01 Disclaimers By Seller. Except as expressly set forth in this Agreement, it is understood and agreed that Seller and Seller's agents or employees have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Seller's special warranty of title to be contained in the Deed), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials (as hereinafter defined) in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value,

compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of the Property documents, (s) tax consequences, or (t) any other matter or thing with respect to the Property.

11.02 Sale "As Is, Where Is". Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "**AS IS, WHERE IS, WITH ALL FAULTS,**" except to the extent expressly provided otherwise in this Agreement and any document executed by Seller and delivered to Buyer at Closing. Except as expressly set forth in this Agreement, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. By failing to terminate this Agreement prior to the expiration of the Inspection Period, Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct such investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any Hazardous Materials (as hereinafter defined) on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer hereby represents and warrants to Seller that: (a) Buyer is represented by legal counsel in connection with the transaction contemplated by this Agreement; and (b) Buyer is purchasing the Property for business, commercial, investment or other similar purpose and not for use as Buyer's residence. Buyer waives any and all rights or remedies it may have or be entitled to, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller.

11.03 Seller Released from Liability. Buyer acknowledges that it will have the opportunity to inspect the Property during the Inspection Period, and during such period, observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Property and adjacent areas as Buyer deems necessary, and Buyer hereby FOREVER

RELEASES AND DISCHARGES Seller from all responsibility and liability, including without limitation, liabilities under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Sections 9601 et seq.), as amended ("**CERCLA**"), the Resource Conservation and Recovery Act (42 U.S.C. Section 9601 et seq.), as amended, and the Oil Pollution Act (33 U.S.C. Section 2701 et seq.) regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property). Buyer further hereby WAIVES (and by Closing this transaction will be deemed to have WAIVED) any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA) concerning the physical characteristics and any existing conditions of the Property. Buyer further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation.

11.04 "Hazardous Materials" Defined. For purposes hereof, "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

11.05 Indemnity. Subject to the provisions of Section 768.28, Florida Statutes, Buyer agrees to indemnify, defend and hold Seller harmless of and from any and all liabilities, claims, demands, and expenses of any kind or nature which arise or accrue after Closing and which are in any way related to the ownership, maintenance, or operation of the Property by Buyer and its successors and assigns, including, without limitation, in connection with Hazardous Materials.

11.06 Survival. The terms and conditions of this Article 11 shall expressly survive the Closing, not merge with the provisions of any closing documents and shall be incorporated into the Deed.

Buyer acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Buyer for the Purchase Price without the disclaimers and other agreements set forth above.

Article 12 MISCELLANEOUS

12.01 Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns. Except upon Seller's review and reasonable approval, Buyer may not assign this Agreement to any person or entity, including any entity controlling, controlled by, or under common control with Buyer. In connection with such permitted assignment, Buyer must provide a copy of the fully executed written assignment and assumption agreement, together with notice to Seller of the Employer Identification Number for the assignee at least ten (10) days prior to Closing. In such event, Buyer shall remain liable under this Agreement.

12.02 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHERE THE PROPERTY IS LOCATED. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (i) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION CONSISTENT WITH THE PREVIOUS SENTENCE, (ii) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT SUCH VENUE IS NOT PROPER OR CONVENIENT, AND (iii) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY FLORIDA LAW. ANY FINAL JUDGMENT ENTERED IN AN ACTION BROUGHT HEREUNDER SHALL BE CONCLUSIVE AND BINDING UPON THE PARTIES HERETO.

12.03 Entire Agreement. This Agreement is the entire agreement between Seller and Buyer concerning the sale of the Property and supersedes any prior agreements relating thereto. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by both parties to be bound.

12.04 Survival. Any of the provisions of this Agreement which expressly provide for their survival and any provisions pertaining to a period of time following Closing shall survive Closing and the delivery of the Deed and shall not be merged therein. All indemnity provisions in this Agreement and the provisions of Section 12.10 hereof shall survive the Closing or any termination of this Agreement.

12.05 Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

12.06 Severability. If any provisions of this Agreement applicable to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such party or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

12.07 Headings. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

12.08 Waiver of Conditions. Notwithstanding any provision of this Agreement, (i) Seller may, at its sole option, waive any provision that is a condition to Seller's obligation to Close as set forth in Section 8.01 of this Agreement, and (ii) Buyer may, at its sole option, waive any provision that is a condition to Buyer's obligation to Close as set forth in Section 8.02 of this Agreement.

12.09 Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

12.10 Attorneys' Fees. In the event of litigation concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, court costs and expenses, whether at the trial or appellate level.

12.11 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested, or (ii) by delivering the same in person to such party. Notice given in accordance with (i) above shall be effective when mailed. Notice given in accordance with (ii) above shall be effective upon receipt at the address of the addressee or upon refusal to accept delivery (such refusal being evidenced by advice from the courier company or individual used to make delivery). For purposes of notice relating to all matters, the addresses of the parties hereto shall, until changed, be as follows:

Seller: JPMorgan Chase Bank, National Association
1111 Polaris Parkway
Mail Code OH1-0241
Columbus, Ohio 43240-2050
Attn: Property Administration Manager

With Copies to: JPMorgan Chase Bank, National Association
Legal Department
1111 Polaris Parkway, Suite 4P
Mail Code: OH1-0152
Columbus, Ohio 43240-2050
Attn: Real Estate Counsel

Buyer: City of Daytona Beach Shores
2990 S Atlantic Avenue
Daytona Beach Shores, FL 32118
Attn: _____

Escrow Agent: Ezell Law Firm, P.A.
3560 Cardinal Point Dr., Suite 202
Jacksonville, Florida 32257
Attn: Brenda B. Ezell

Either party may change its address by notice to the other party.

12.12 Business Days and Holidays. Whenever any time limit or date provided herein falls on a Saturday, Sunday or holiday observed by national banking associations in the State of Florida or New York ("**Bank Holiday**"), then such date shall be extended to the next day which is not a Saturday, Sunday or Bank Holiday. The term "**Business Day**" means any weekday which is not a Bank Holiday.

12.13 Rule of Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and the parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

12.14 Exhibits. All exhibits or addenda referred to in this Agreement are incorporated herein for all purposes.

12.15 1031 Cooperation. Buyer and Seller may consummate the disposition of the Property as part of a so-called like-kind exchange (the "**Exchange**") pursuant to §1031 of the Internal Revenue Code of 1986, as amended. Buyer and Seller hereby agree to cooperate with such Exchange and execute all documents reasonably required by the Exchange Parties in order to facilitate the Exchange.

12.16 Radon Disclosure. Notification pursuant to Florida Statute 404.056(8): "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."

Article 13 WAIVER OF JURY TRIAL

BUYER AND SELLER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR PERMISSIVE COUNTERCLAIM INVOLVING ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS PURCHASE AND SALE AGREEMENT.

Article 14 BRIBERY AND CORRUPTION

Reference is made to the JPMorgan Chase & Co. Supplier Code of Conduct ("**Code**"), a current copy of which is located at: <https://about.jpmorganchase.com/content/dam/jpmc/jpmorgan-chase-and-co/documents/Supplier-Code-of-Conduct.pdf>. The Code states, among other things, that

JPMorgan Chase & Co. and its affiliates do not tolerate bribery or corruption in any form. By executing and delivering a copy of this Agreement, Buyer hereby acknowledges and confirms that it has reviewed the Code, that it has anti-corruption policies and procedures in place, that it will take all measures to ensure compliance with such policies and procedures, and that the provisions relating to anti-corruption set out in the Code shall govern the relations between the parties to this Agreement.

Article 15

OFAC

Buyer and Seller each represents and warrants to the other that neither it nor any of its affiliates or agent(s) acting on behalf of it with respect to this Purchase and Sale Agreement (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "**Order**"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "**Orders**"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

[Signature Pages Contained on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BUYER:

CITY OF DAYTONA BEACH SHORES,
a Florida municipal corporation

By: Nancy Miller
Name: Nancy J. Miller
Title: Mayor Daytona Beach Shores

SEAL

SELLER:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association

By: Christopher McKenna
Name: Christopher McKenna
Title: Managing Director

ATTEST AND COUNTERSIGNED:

By: Ch. Sait
_____, Corporation Secretary
City Clerk

APPROVAL BY ESCROW AGENT

The Escrow Agent hereby acknowledges receipt of a fully executed original of the foregoing Purchase and Sale Agreement on this 7th day of September, 2022, and agrees to act in accordance with the provisions of the Purchase and Sale Agreement. The Escrow Agent agrees to deliver immediately to Buyer and Seller fully executed copies of this Agreement.

ESCROW AGENT:

EZELL LAW FIRM, P.A., a Florida corporation

By: Brenda B. Ezell
Name: Brenda B. Ezell
Title: President
Date: September 7, 2022

ATTACHMENTS:

Exhibit A – Legal Description of the Land
Exhibit B – Special Warranty Deed
Exhibit C – FIRPTA Certificate

EXHIBIT A**LEGAL DESCRIPTION OF THE LAND**

DESCRIPTION: A portion of Block "E", McElroy's Belleview, as recorded in Map Book 11, Page 98 in the Public Records of Volusia County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Town homes at the Oceans II, as recorded in Map Book 42, Page 80 in the Public Records of Volusia County, Florida, run thence along the South boundary of said Townhomes at the Oceans II, N.65°20'47"E., a distance of 94.60 feet to the Northerly corner of the aforesaid Block "E"; thence along the Easterly boundary of said Block "E", S.24°39'13"E., a distance of 114.70 feet to the POINT OF BEGINNING; thence continue along said Easterly boundary, S.24 °39'13"E., a distance of 120.02 feet; thence S.65°20'47"W., a distance of 125.00 feet to a point on the Easterly Right of Way line of Oceanwest Boulevard; thence along said Right of Way the following two (2) courses: 1) N.24°39'13"W., a distance of 43.00 feet; 2) Northwesterly, 54.89 feet along the arc of a tangent curve to the left having a radius of 150.00 feet and a central angle of 20°57'58" (chord bearing N.35°08'09"W., 54.58 feet); thence Northeasterly, 2.51 feet along the arc of a non-tangent curve to the right having a radius of 12.50 feet and a central angle of 11 °29'00" (chord bearing N.31 °39'03"E., 2.50 feet); thence N.37°23'33"E., a distance of 30.21 feet; thence Northeasterly, 45.86 feet along the arc of a tangent curve to the right having a radius of 94.00 feet and a central angle of 27°57'14" (chord bearing N.51 °22'1 0"E., 45.41 feet); thence N.65°20'47"E., a distance of 48.93 feet; thence Easterly, 13.68 feet along the arc of a tangent curve to the right having a radius of 29.00 feet and a central angle of 27°01'21" (chord bearing N.78°51'27"E., 13.55 feet) to the POINT OF BEGINNING.
Containing 0.347 acres, more or less.

EXHIBIT B

SPECIAL WARRANTY DEED

This Instrument Was Prepared By:

EZELL LAW FIRM, P.A.
Attn: Brenda B. Ezell
3560 Cardinal Point Drive, Suite 202
Jacksonville, FL 32257

Tax Folio No. 532706040010

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made as of _____, 2022 by JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association ("**Grantor**"), whose address is 1111 Polaris Parkway, Mail Code OH1-0241, Columbus, Ohio 43240-2050, in favor of **CITY OF DAYTONA BEACH SHORES**, a Florida municipal corporation ("**Grantee**"), whose address is 2990 S Atlantic Avenue, Daytona Beach Shores, FL 32118.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms to Grantee and its successors and assigns forever, the real property, lying and being in Palm Beach County, Florida described as follows (the "**Property**"):

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

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

SUBJECT HOWEVER, to the matters described in **Exhibit "B"** attached hereto and made a part hereof, and all other matters of record (collectively, the "**Permitted Encumbrances**").

The Property being conveyed under this Deed is expressly subject to the following restrictions (the "**Deed Restrictions**"):

For so long as Grantor, or its successors and/or assign is operating a banking facility on Grantor's adjacent land, (a) no part of the Property shall be occupied or used by any bank, savings association, credit union, business making loans and/or taking deposits from the public, including any business offering check cashing, title loans or pay day loans, or offering use of an automatic teller machine or similar equipment (individually and collectively, a "**Financial Institution**"), whether state or federally chartered, or any Affiliate of any of them, and no part of the Property shall be used for the operation of any automated teller machine or debit card machine (whether by a Financial Institution or otherwise), (b) the Grantee shall not advertise or cause to be advertised or otherwise make known to the public that any of the Property is to be, or may be, in the future occupied or used by any Financial Institution, whether state or federally chartered, or any Affiliate

of them, or for the operation of an automated teller machine or debit card machine; and (c) no part of the Property shall ever be occupied or used for: (i) any use that emits an obnoxious odor (excluding normal cooking odors associated with a restaurant or residence with proper ventilation), fume, dust, vapor, noise or sound which is not mitigated on-site or properly vented and can be heard or smelled outside of the Property or from another premises; (ii) any noxious, dangerous or offensive trade or business use; (iii) an operation primarily used as a storage warehouse operation, provided, however, this prohibition shall not be applicable to storage of Grantee's equipment, and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation; (iv) any "second hand" store, "surplus" store, or pawn shop; (v) any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance; (vi) any dumping, disposing, incineration, or reduction of garbage; (vii) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation; (viii) any central laundry, dry cleaning plant, or laundromat; (ix) any automobile, truck, trailer, or recreational vehicle sales, leasing, display or body shop repair operation; (x) any veterinary hospital or animal raising or boarding facility; (xi) a blood bank; provided, however, this restriction shall not prohibit periodic blood drives not exceeding three days in duration; (xii) any mortuary or funeral home; (xiii) any establishment selling or exhibiting drug-related paraphernalia; (xiv) any establishment that sells vaping products; (xv) any marijuana dispensary, or any establishment selling or exhibiting marijuana or other cannabis products; (xvi) any bowling alley or skating rink; (xvii) any movie theater or live performance theater; (xviii) any other use that as a matter of course would lead to bothersome queuing outside of the Property; (xix) any embassy, consulate or similar operations; (xx) any establishment selling or exhibiting materials considered to be obscene or erotic; (xxi) any establishment that exhibits, either live or by other means to any degree, nude or partially clothed dancers or wait staff; (xxii) any massage parlor or similar establishment, except when an ancillary service to an otherwise permissible tanning center, spa, or health center; (xxiii) any flea market, amusement or video arcade, pool or billiard hall, car wash or dance hall; (xxiv) any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack, keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the occupant. For purposes hereof, "**Affiliate**" means a Person or group of Persons that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another Person; and "**Person**" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, or similarly chartered Financial Institution, and any fiduciary acting in such capacity on behalf of any of the foregoing. No amendment to the Deed Restrictions shall be valid unless in writing, signed by the Grantor and the Grantee, and recorded in the Official Records. The Grantee shall reimburse the Grantor, upon demand, for all costs and expenses, including without limit court costs, legal fees and reasonable attorneys' fees and paralegal fees (whether in-house or outside counsel or paralegals are used), incurred by the Grantor in enforcing its rights, by way of proceeding (whether at the trial court level or appellate level, in a judicial, bankruptcy, probate, administrative or any other proceeding) or otherwise, hereunder. The Deed Restrictions shall run with the land and be binding upon the Grantee and the Grantee's heirs, personal representatives, successors and assigns. The Grantor and its heirs, personal representatives, successors and assigns shall have the right (but shall not be obligated) to enforce the Deed Restrictions by proceeding at law or in equity, including without limit obtaining specific performance and injunctive

relief. References to the "Grantee" or "Grantor" include their respective heirs, personal representatives, successors and assigns. If any part of the Deed Restrictions is invalid or unenforceable, this shall not affect the validity or enforceability of the remainder of the Deed Restrictions.

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, "AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED." Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have never made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Grantor's warranty of title set forth herein), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials (as defined in the purchase and sale agreement, the "Sale Agreement" between Grantor and Grantee) in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all Regulation federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence of non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of the Property documents, (s) tax consequences, or (t) any other matter or thing with respect to the Property. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE SALE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED, AND SHALL SURVIVE CLOSING.

TO HAVE AND TO HOLD the Property, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but against none other, subject to the Permitted Encumbrances.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered as of the day and year first above written.

WITNESSES:

GRANTOR:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a national banking
association

Print Name: _____

Print Name: _____

By: _____

Name: Christopher McKenna

Title: Managing Director

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged and executed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Christopher McKenna, Managing Director of JPMorgan Chase Bank, National Association, a national banking association, on behalf of said company, who ☐ is personally known to me or ☐ has produced a driver's license as identification.

(Notary Seal)

Name: _____

Notary Public

State of _____

My commission expires: _____

Exhibit A - Legal Description

Exhibit B - Permitted Encumbrances

EXHIBIT C**FIRPTA CERTIFICATE**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform CITY OF DAYTONA BEACH SHORES, a Florida municipal corporation ("**Transferee**"), that withholding of tax is not required upon the disposition of a U.S. real property interest by JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association ("**Transferor**") (U.S. employer identification number _____), the undersigned on this ____ day of _____ 2022, in his capacity as Vice President of Transferor, hereby certifies to Transferee the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations.
3. Transferor's U.S. employer identification number is _____; and
4. Transferor's office address is 1111 Polaris Parkway, Mail Code OH1-0241, Columbus, Ohio 43240-2050.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

[Signature on Following Page]

Dated as of the date first written above.

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a national banking
association

By: _____
Name: Christopher McKenna
Title: Managing Director

STATE OF _____)
)
COUNTY OF _____) ss

The foregoing instrument was acknowledged and executed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Christopher McKenna, Managing Director of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of said company, who ☐ is personally known to me or ☐ has produced a _____ driver's license as identification.

(Notary Seal)

Name: _____
Notary Public
State of _____
My commission expires: _____



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 27, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Stewart Cruz, Community Services Director
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Planning & Zoning Board appointments

SYNOPSIS:

Several members on the Planning & Zoning Board have terms that are ending. The Chairman of the board has also recently resigned. Council needs to re-appoint existing members, choose an alternate for regular status and choose a new alternate member.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Planning & Zoning Board members are appointed to three-year terms. Recently, Chairman John Schmitz, resigned due to the fact he is no longer a city resident. His position will need to be filled. The following board members are up for re-appointment if the council so desires: Rose Ann Tornatore, Ricardo deLange, Chuck Horion and Jim Lilly. The council has the option to move one of the alternates to a regular member to fill the opening. The two alternates are: Jeni Groot-Begnaud and Anthony Rembiszewski. The council held a workshop prior to the meeting and interviewed Guy Desai and John Nissenzone who may be considered for either regular or alternate member status.

LEGAL REVIEW:

Council discretion.

RECOMMENDATION:

Staff has no formal recommendation.

SUGGESTED MOTION:

I move to re-appoint the following members: X X

I move to appoint X as regular member

I move to appoint X as alternate member

- ATTACHMENT:**
1. P Z board member for re-appointment
 2. P Z alternate Jeni Groot-Begnaud
 3. P Z new applicant Nissenzone
 4. Guy Desai board application



**CITY OF DAYTONA BEACH SHORES
APPOINTMENT INFORMATION FORM**

Please type, if possible. (Or print clearly)

DATE: 8/16/22
BOARD(S) DESIRED: Planning & Zoning
POSITION DESIRED: Regular or Alternate
NAME: Ricardo Delange
ADDRESS(ES): H: 3315 S Atlantic ZIP: 32118
EMAIL ADDRESS: rickdelange@yahoo.com
PHONE: H: 407-493-7251 W: _____
EMPLOYER: retired
POSITION: _____ HOW LONG _____
EDUCATION: SCHOOL NO. YEARS DEGREES
HIGH SCHOOL Miami Senior High _____
COLLEGE UCF _____ BA

-
1. Are you a resident of City of Daytona Beach Shores? Y X N _____
 2. Are you a registered voter? Y X N _____
 3. Do you own property in Daytona Beach Shores? Y X N _____
 4. Are you currently serving on a City board? Y X N _____
 5. Have you ever served on a City board? Y X N _____
If yes, when, where and which board? _____

- Daytona Beach Shores, past couple of years, P+Z
6. How long have you lived in Daytona Beach Shores? 8 years

REFERENCES: (Please do not use current council members)

NAME

ADDRESS

PHONE

Met Lindaver 386-405-6157
Martin Bentley 2 Oceans West 407-489-4742

WORK EXPERIENCE:

Pfizer Pharmaceuticals 1977-2005
Merck Pharmaceuticals 2006-2014

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARD(S)?

To better serve the community we live
in.


(Signature)

**Please Note: If you have any questions, please call the Office of the City Clerk, 763-5364.
Return this form to the City Clerk, City Hall, 2990 S. Atlantic Avenue, Daytona Beach
Shores, FL 32118 or ccclerk@cityofdba.org**



**CITY OF DAYTONA BEACH SHORES
APPOINTMENT INFORMATION FORM**

Please type, if possible. (Or print clearly)

DATE: 8-20-22

BOARD(S) DESIRED: Planning + Zoning

POSITION DESIRED: Regular or Alternate

NAME: James W. Lilly

ADDRESS(ES): H: 3 OCEANS West Blvd ^{2A3} ZIP: 32118

EMAIL ADDRESS: jwl670@aol.com

PHONE: H: 386-587-4460 W: —

EMPLOYER: Retired

POSITION: — HOW LONG —

EDUCATION: SCHOOL NO. YEARS DEGREES

HIGH SCHOOL Waverly 4 ✓

COLLEGE Orlando, Ohio, Florida 5 BS

1. Are you a resident of City of Daytona Beach Shores? Y ✓ N —

2. Are you a registered voter? Y ✓ N —

3. Do you own property in Daytona Beach Shores? Y ✓ N —

4. Are you currently serving on a City board? Y ✓ N —

5. Have you ever served on a City board? Y ✓ N —
If yes, when, where and which board? DOS -

Code Enforcement + Planning + Zoning

6. How long have you lived in Daytona Beach Shores? 22 yrs

REFERENCES: (Please do not use current council members)

NAME	ADDRESS	PHONE
Rev. Robert Kemp-Baird	2 OCEANS WEST	513-403-4052
Rev. Larry Deitch	5928 KENDREW RD.	386-872-2987
Richard Fillingame	33 OCEAN WAY P.I.	386-679-0345

WORK EXPERIENCE:

Real Estate Broker - Developed Subdivision -
Designed + Build Houses - Managed HOA + Ponds

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARD(S)?

To serve my community + use my experiences
to make the Shores a better place to live

Jan W. Ro
(Signature)

Please Note: If you have any questions, please call the Office of the City Clerk, 763-5364. Return this form to the City Clerk, City Hall, 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118 or eschwab@cityofdbs.org



CITY OF DAYTONA BEACH SHORES
APPOINTMENT INFORMATION FORM

Please type, if possible. (Or print clearly)

DATE: 8-24-2022

BOARD(S) DESIRED: PLANNING & ZONING

POSITION DESIRED: Regular or Alternate

NAME: F. H. (CHUCK) HORION

ADDRESS(ES): 4 OCEANS WEST BLVD UNIT 308B
H: DBS ZIP: 32118

EMAIL ADDRESS: CD HORION94@VERIZON.NET

PHONE: H: 617-512-5990 W: _____

EMPLOYER: RETIRED

POSITION: _____ HOW LONG _____

EDUCATION: SCHOOL NO. YEARS DEGREES

HIGH SCHOOL MANCHESTER WEST 4

COLLEGE UNH 4 BS. BUS ADMIN

-
1. Are you a resident of City of Daytona Beach Shores? Y ☒ N _____
 2. Are you a registered voter? Y ☒ N _____
 3. Do you own property in Daytona Beach Shores? Y ☒ N _____
 4. Are you currently serving on a City board? Y ☒ N _____
 5. Have you ever served on a City board? Y _____ N _____
If yes, when, where and which board? _____

PLANNING & ZONING

6. How long have you lived in Daytona Beach Shores? 44 YRS

REFERENCES: (Please do not use current council members)

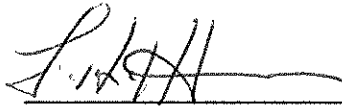
NAME	ADDRESS	PHONE
LINDA TOFFOLON	DAYTONA DINER OWNER	386-453-1256
ERIC SMITH	3123 ESPERANZA DBS	386-290.1847
LONNIE BROOT	3047 S. ATLANTIC AVE DBS	386-748-3685

WORK EXPERIENCE:

MINTZ, LEVIN, COHN, FARRIS, GLOVSKY & POPEO - FINANCE ADM. 12 YRS
CTC. COMMUNICATIONS 10 YEARS DIRECTOR
EXECUTIVE BUS. SYST. 8 YRS REGIONAL CONTROLLER

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARD(S)?

CONTINUE TO SUPPORT CITY COUNCIL AND ASSIST TO
MAKE DBS THE GREAT CITY THAT IT IS.


(Signature)

Please Note: If you have any questions, please call the Office of the City Clerk, 763-5364. Return this form to the City Clerk, City Hall, 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118 or cschwab@cityofdbs.org



CITY OF DAYTONA BEACH SHORES
APPOINTMENT INFORMATION FORM

Please type, if possible. (Or print clearly)

DATE: 8/16/22
BOARD(S) DESIRED: Planning Board / Chair or 2nd Chair or whatever
POSITION DESIRED: Regular or Alternate
NAME: ROSE ANN TORNATORE
ADDRESS(ES): H: 3245 S. ATLANTIC DBS, 32118 ZIP:
EMAIL ADDRESS: ra.tornatore@gmail.com
PHONE: H: 386 761 1295 W: 386 761 2251 x 301
EMPLOYER: Wholesale LTC, Inc.
POSITION: mgr/owner HOW LONG: 45 yrs.
EDUCATION: SCHOOL NO. YEARS DEGREES
HIGH SCHOOL: Canastota HS 1967 HS: part time
COLLEGE: Onondaga Community College No degree

1. Are you a resident of City of Daytona Beach Shores? Y ☒ N ☐
2. Are you a registered voter? Y ☒ N ☐
3. Do you own property in Daytona Beach Shores? Y ☒ N ☐
4. Are you currently serving on a City board? Y ☒ N ☐
5. Have you ever served on a City board?
If yes, when, where and which board?

6. How long have you lived in Daytona Beach Shores? 17 years

REFERENCES: (Please do not use current council members)

NAME

ADDRESS

PHONE

George Anderson DBS 386679-6444
Teresa Doan DB

WORK EXPERIENCE:

Wholesale LTg. opened 1977

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARD(S)?

A Case about the Community

Rose Ann Torratore 8/16/22
(Signature)

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Return this form to the City Clerk, City Hall, 2990 S. Atlantic Avenue, Daytona Beach
Shores, FL 32118 or eschwab@cityofdb.org



**CITY OF DAYTONA BEACH SHORES
APPOINTMENT INFORMATION FORM**

Please type, if possible. (Or print clearly)

DATE: 7/8/2021

BOARD(S) DESIRED: Planning & Zoning

POSITION DESIRED: Regular or Alternate ALTERNATE

NAME: Jeni Allissun Groot-Begnaud

ADDRESS(ES): H: 3047 S. Atlantic Ave. Unit #2005 ZIP: 32118

EMAIL ADDRESS: jeni@rjbegnaud.com

PHONE: H: 912-230-6345 W: 386-258-4665 Ext# 54313

EMPLOYER: Mainland High School/Volusia County Schools

POSITION: College & Career Counselor HOW LONG 2 Years

EDUCATION: SCHOOL NO. YEARS DEGREES

HIGH SCHOOL: Deltona High School Diploma

COLLEGE: Please see attached CV.

-
1. Are you a resident of City of Daytona Beach Shores? Y ☒ N ☐
 2. Are you a registered voter? Y ☒ N ☐
 3. Do you own property in Daytona Beach Shores? Y ☒ N ☐
 4. Are you currently serving on a City board? Y ☐ N ☒
 5. Have you ever served on a City board? Y ☐ N ☒
If yes, when, where and which board? Not applicable.
- _____
6. How long have you lived in Daytona Beach Shores? Two years.

REFERENCES: (Please do not use current council members)

NAME	ADDRESS	PHONE
Kimberly Matthews, Assistant Principal, Mainland High School	386-258-4665	386-258-4665
Chuck Horion		617-612-5990

WORK EXPERIENCE: Please see attached CV.

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARD(S)?

I am eager to contribute to the amazing city my family has called home for the past two years
and where we plan to live for many more. We are excited to be a part of our city's future!


Jeni A. Grool-Bognaud

(Signature)

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Return this form to the City Clerk, City Hall, 2990 S. Atlantic Avenue, Daytona Beach
Shores, FL 32118 or eschwab@cityofdbs.org

Jeni A. Groot-Begnaud

CURRICULUM VITAE

EDUCATION

Chicago School of Professional Psychology Chicago, IL
PhD International Psychology/Emphasis Trauma Services ABD/Completion in 2021

Webster University Jacksonville, FL
Master of Arts in Counseling 2013

Bellevue University Bellevue, NE
Bachelor of Science in Behavioral Science 2008

Community College of the Air Force Maxwell AFB, AL
Associate in Applied Science in Criminal Justice 2007
Associate in Applied Science in Explosive Ordnance Disposal 2007

RESEARCH EXPERIENCE

Department of Homeland Security Glynco, GA
Federal Law Enforcement Training Centers 4/2009 – 10/2015
Behavioral Science Division

Cooperative Research and Development Agreement Coordinator

- Served as the coordinator for Department of Homeland Security (DHS) Cooperative Research and Development Agreement (CRADA) between the Federal Law Enforcement Training Centers (FLETC) and Florida International University (FIU) supporting research funded by the Federal Bureau of Investigation (FBI) High-Value Detainee Interrogation Group (HIG).
- Recruited participants; drafted schedules; facilitated logistics to include facilities, recording equipment, and scheduling; administered informed consent documentation; recorded research activity; collected data and coordinated analysis with principle investigator.
 - Rivard, J., Fisher, R., Robertson, B., & Hirn Mueller, D. (2014). Testing the cognitive interview with professional interviewers: Enhancing recall of specific details of recurring events. *Applied Cognitive Psychology*, 28(6), 917-925.
 - This study addressed some of the major criticisms of existing cognitive interview (CI) literature through comparison of the CI with the FLETC's five-step interview protocol in an intelligence-gathering context using experienced interviewers and adult interviewees.

Research Assistant

- Assisted in research conducted at the FLETC through funding awarded by the FBI/HIG to Dr. Maria Hartwig, John Jay College of Criminal Justice, CUNY.
- Recruited participants and assisted in logistics to include scheduling, transportation arrangements, and administrative matters.

- Luke, T., Hartwig, M., Joseph, E., Brimbal, L., Chan, G., Dawson, E., Granhag, P. (2016). Training in the strategic use of evidence technique: Improving deception detection accuracy of American law enforcement officers. *Journal of Police and Criminal Psychology: The Official Journal of the Society for Police and Criminal Psychology*, 31(4), 270-278.
 - The Strategic Use of Evidence (SUE) approach is a framework for planning and executing suspect interviews with the aim of facilitating judgments of truth and deception. Law enforcement officers either received training in the SUE approach or did not. SUE-trained interviewers achieved a higher deception detection accuracy rate compared to untrained interviewers.

The Chicago School of Professional Psychology
Dissertation, Mentor: Dr. Patricia Perez

Chicago, IL
In Progress

- Title of Study: *Muslim Populations in a Western Context: Lived Experience of Stigmatization and Marginalization*
- This study explores the phenomenon of the potential relationship between stigma, marginalization, and psychological outcomes, including those contributing to vulnerability to radicalization, from the perspective of Muslim immigrants living in Western societies as well as individuals born in Western societies who have converted to Islam.

CLINICAL EXPERIENCE

ADAPT Behavioral Services
Contract Therapist

Ormond Beach, FL
8/2019 – 12/2019

- Served as mental health clinician; provided individual, family and behavioral therapy in client homes and schools.
- Identified mental health diagnosis and functioning problems to determine goals of therapeutic services and appropriate interventions to regulate emotions and behavior.
- Utilized treatment plans based on research-proven and outcome-oriented approaches to empower children, families, and adults to address problem behavior and promote healing, growth, and improved interpersonal relationships.
- Continuously evaluated success of interventions and adjusted treatment strategies as appropriate to achieve optimal results.

Impact House Juvenile Correctional Facility
Counseling Intern

Jacksonville, FL
01/2013 - 07/2013

- Responsible for providing individual, group, and family mental health counseling to juvenile criminal offenders in Florida Department of Juvenile Justice (DOJJ) custody.
- Conducted mental health and suicide assessments of clients.
- Provided critical incident stress management counseling to clients following traumatic events.
- Developed treatment plans to address mental health needs associated with exposure to general, familial, acute stress, trauma-related stress disorders.
- Identified treatment objectives to provide short and long-term therapeutic intervention.

- Assisted clients in completing treatment objectives pertaining to conflict management, stress management and coping skills; applied principles of diversity in tailoring treatment plans.

PROFESSIONAL EXPERIENCE

School/College & Career Readiness Counselor
Mainland High School

Daytona Beach, FL
6/2020 – Present

- Promotes and enhances achievement through a comprehensive school counseling program based on American School Counselor Association (ASCA) National Model.
- Incorporates prevention and intervention with continuous academic, college and career, and social and emotional development activities that will prepare students for meaningful participation in a diverse, changing world.
- Provides resources to students, staff, families, and others to establish a safe school climate necessary for academic and social and emotional growth.
- Develops college and career counseling goals that align and support the comprehensive school counseling goals, School Improvement Plan, and Volusia County School District Strategic Plan.
- Coordinates and delivers college and career readiness core curriculum through classroom, small group, and individual lessons/advisement.
- Coordinates community and parent events to support post-secondary plan awareness.
- Gathers stakeholder input using evaluation instruments such as pre- and post-test assessments, surveys, and questionnaires.
- Coordinates post-secondary fairs and recruitment visits and ensures equitable access for all students.

Intensive Reading Teacher
Mainland High School

Daytona Beach, FL
10/2015 – 6/2020

- Guided students towards mastery of challenging standards and all state and local requirements for achievement through utilization of appropriate instructional procedures and effective student management practices.
- Analyzed the needs and potential of individual students and communicated effectively with students, parents, and school personnel to support goal achievement.
- Taught diligently and conscientiously using prescribed curriculum, materials, and methods, including technology-based instruction.
- Continuously evaluated student learning and mastery of standards to provide tailored instruction and facilitate student success.
- Conformed to all applicable laws; school board, school and division policies and procedures; the Code of Ethics of the Education Profession in Florida; Principles of Professional Conduct for the Education Profession in Florida; and Volusia County Schools Equity Plan.

Federal Law Enforcement Training Centers

Glynco, GA

**Counterterrorism Division
Branch Chief, Terrorism Mitigation Branch**

10/2015 – 6/2019

- Supervised Law Enforcement Instructors, Senior Instructors, and Training Technicians in the Federal Law Enforcement Training Centers (FLETC) Counterterrorism Division (CTD); assigned work based on division mission priorities, specific abilities of employees, and assignment requirements.
- Oversaw CTD instructional schedule and curriculum development activities; ensured compliance with Federal Law Enforcement Training Accreditation (FLETA) standards.
- Deployed formal and informal corrective actions to address employee conduct issues; prepared awards to recognize exceptional activity on the part of CTD personnel.
- Initiated recruitment and hiring actions.
- Led curriculum development team for the Countering Violent Extremism Presenters Training Program (CVEPTP) through partnership with the Department of Homeland Security (DHS) Office for Civil Rights and Civil Liberties (CRCL) under the auspices of the DHS Office of Community Partnerships (OCP); advised, consulted, and negotiated with various governmental and non-governmental entities to accomplish program development.
- Developed and communicated standards with regard to performance expectations; completed evaluations of employee performance.
- Responsible for oversight of CTD related explosive range operations on the Bureau of Alcohol, Tobacco, and Firearms (ATF) training range.
- Collaborated with other FLETC training divisions to support shared vision to enhance training operations; facilitated guest speaker participation in Behavioral Science Division (BSD) coordinated FLETC Psychology Consortium and assisted in National Summit on Trending Issues in Policing.
- Facilitated research in cooperation with FLETC Training Research and Innovation Directorate (TRID); key participant in research regarding mitigation of threats posed by Unmanned Aircraft Systems in partnership with National Counterterrorism Center (NCTC), United States Army Intelligence and Information Warfare Directorate (I2WD), and ATF National Center for Explosives Training and Research (NCETR).

**Federal Law Enforcement Training Centers
Behavioral Science Division
Law Enforcement Specialist/Instructor & Senior Instructor**

**Glynco, GA
4/2009 – 10/2015**

- Served as Program Manager for the BSD Advanced Interviewing for Law Enforcement Investigators Training Program (AILEITP); instrumental in applying the instructional systems design (ISD) process from program needs assessment through AILEITP development and revision.
- Developed and revised AILEITP-associated curriculum to incorporate evidence-based research in the areas of victim interviews, witness interviews, mental resilience for law enforcement, cognitive interviewing, written statements, subject elimination interviews, bias, behavioral recognition, detecting deception, priming techniques, and rapport building.
- Instrumental in organizing Psychology Consortiums highlighting and analyzing current law enforcement trends and emerging theories regarding the behavioral sciences.
- Incorporated input of psychologists and practitioners associated with the Federal Bureau of Investigation High Value Detainee Interrogation Group (FBI/HIG) in law enforcement training and training development; key participant in collaborative research projects regarding cognitive interviewing, strategic use of evidence, and other topics.

- Instructed in multiple iterations of interview training at the State Department sponsored International Law Enforcement Academy, Gaborone, Botswana.
- Participated in interviews and selection of candidates for Instructor positions.
- Lead instructor responsible for development of video-based interview training in cooperation with Dallas Police Department.
- Collaborated with fellow FLETC stakeholders and customers to initiate and evaluate prototype Avatar Based Interview Simulator (ABIS) technology in law enforcement training.
- Participated in development of BSD courses included in the FLETC Electronic Learning Portal.

Federal Law Enforcement Training Centers
Behavioral Science Division
Detailed Instructor

Glynco, GA
1/2008 - 4/2009

- Represented the United States Air Force Special Investigations Academy (USAFSIA) as a detailed instructor to the FLETC BSD.
- Provided training to students participating in various FLETC and agency training programs.
- Administered instruction in behavioral science topics utilizing a variety of instructional methodologies.
- Augmented the FLETC Investigative Operations Division (IOD) to lead Criminal Investigators Training Program students through the Continuing Case Investigation incorporated in that training program.
- Participated in reviews and revisions of FLETC lesson plans.

United States Air Force Special Investigations Academy
Special Agent/Instructor

Glynco, GA
8/2006 – 1/2008

- Supervised training of over 200 Air Force Office of Special Investigations (AFOSI) students annually through seven-week Basic Special Investigators Course (BSIC).
- First-line supervisor for military officers attending the BSIC; completed documentation related to disciplinary matters when necessary.
- Assigned and evaluated work of USAF members and civilian trainees completing the BSIC; conducted and documented periodic review of work assigned.
- Gave instruction, advice, and counsel to AFOSI trainees in the areas of law enforcement operations and administration.
- Engaged in crisis intervention and conflict management; referred students to FLETC Critical Incident Stress Management (CISM) as appropriate.
- Administered exhaustive instruction in felony-level investigations to include training in the areas of victim, witness and suspect interviews and associated planning and documentation.
- Researched and developed course curriculum, student texts, lesson objectives, and test items.
- Accomplished major updates of multiple course lesson plans in coordination with Federal Law Enforcement Training Accreditation (FLETA) representatives.
- Participated in regular working groups involved in assessing the relevance of course curriculum, success of delivery methods, and appropriate level of student evaluation.

United States Air Force Office of Special Investigations
Special Agent

Elmendorf Air Force Base, AK
5/2004 – 7/2006

- Lead agent on numerous felony level investigations of criminal matters within military jurisdiction; prepared criminal complaints associated with allegations of felony criminal activity.
- Planned, conducted, and documented interviews of victims, witnesses, and informants as well as suspect interrogations; employed rapport building, priming techniques, behavioral pattern recognition, and deception detection to obtain detailed written statements.
- Senior child forensic interviewer responsible for coordination with civilian human service offices; engaged in crisis intervention and conflict management in highly charged situations.
- Used consensus-building techniques during interaction with representative of groups with varying roles and holding divergent views to reach agreement regarding sensitive matters associated with investigations involving crimes against children.
- Planned and conducted child forensic interviews and child screening interviews in cases pertaining to child sexual abuse, child pornography, and online elicitation of minors.
- Worked closely with victim advocates during investigations of alleged rape.
- Recognized indicators of mental illness and provided appropriate referral to available social services entities.
- Provided counterintelligence support to Department of Defense (DoD) resources in Alaska.
- Coordinated with federal, state, and local law enforcement entities to conduct investigative and operational activity as member of the Joint Terrorism Task Force (JTTF), Anchorage, AK.
- Routinely provided extensive classified and unclassified verbal briefings to senior USAF officials regarding investigations, operations, and counterintelligence/counterterrorism matters.

United States Air Force Office of Special Investigations
Deployed Special Agent

Kuwait City, Kuwait
5/2005 – 11/2005

- Provided counterintelligence support to force protection operations to safeguard DoD and coalition resources involved in Operation Iraqi Freedom and Operation Enduring Freedom.
- Engaged in extensive liaison with host nation officials to gather relevant threat information; facilitated communication and activity between United States military law enforcement and host nation law enforcement organizations.
- Member of team providing protection to the Chairman of the Joint Chiefs of Staff.
- Forward deployed to Balad Air Base, Iraq and Kirkuk Air Base, Iraq to investigate insurgent operations against United States and coalition forces.

United States Air Force Office of Special Investigations
Special Agent

Eielson Air Force Base, AK
5/2001 – 5/2004

- Lead agent conducting investigations of felony level crimes within AFOSI purview.
- Interviewed suspects, victims, and witnesses during felony investigations; employed rapport building, priming techniques, behavioral pattern recognition, and deception detection to gather information critical to resolution of complex investigations.
- Accomplished child forensic interviews and child screening interviews; engaged in collaborative crisis intervention and conflict management involving social services entities to address complicated situations associated with sensitive investigations.
- Counseled victims and witnesses regarding the Federal Victim/Witness Assistance Program.
- Obtained detailed written statements pertaining to alleged criminal activity.

- Member of military and civilian committees that met regularly to discuss the status of investigations of alleged crimes against children and formulate crisis interventions strategies.
- Counterintelligence Program Manager and designated member of Eielson Air Force Base's Threat Working Group.
- Developed and managed confidential informants in support of narcotics and counterintelligence operations; planned and conducted credibility assessment and validation of sources.
- Worked with military entities to facilitate mental resilience resources for law enforcement personnel involved in demanding operations.

347th Explosive Ordnance Disposal Flight Explosive Ordnance Disposal Technician

**Moody Air Force Base, GA
6/1997 – 4/2001**

- Member of Explosive Ordnance Disposal (EOD) team responsible for mitigating explosive threats to personnel and resources on Moody Air Force Base, GA.
- Regularly developed and provided classified training regarding weapons systems, explosive hazards, and render safe procedures.
- Participated in United States Secret Service Protective Service Operations.
- Provided EOD emergency response support to civilian areas surrounding Moody Air Force Base.
- Responded to critical incidents to address threats posed by explosive components; completed detailed documentation regarding responses for local and higher headquarters records.
- Supported aircraft and weapons systems during deployment to Shaik Isa Air Base, Bahrain.

PUBLICATIONS

Groot-Begnaud, Jeni A. (2012, October) Interrogation Full Circle: How FLETC Partnered with Dallas to Develop Video-Based Training. *Police Chief Magazine*, 79 (10), 94 – 99.

PRESENTATIONS

Donovan, S., Groot-Begnaud, J., Navarro, K. (2011, October). A 360 Look at Criminal Interrogation. Presented at the International Association of Chiefs of Police Conference, Chicago, IL.

PROFESSIONAL AFFILIATIONS

American Counseling Association, Member
 American Psychological Association, Member
 American School Counselor Association, Member
 Florida School Counselor Association, Member
 Volusia School Counselor Association, Member

SKILLS, ACTIVITIES & INTERESTS

Technical Skills:

Naval School Explosive Ordnance Disposal	Indian Head, MD
Explosive Ordnance Disposal Technician Course	1997

Certifications & Training:

State of Florida Department of Education	2019
Temporary Educator Certificate Guidance and Counseling	

Trauma-Focused Cognitive Behavioral Therapy Training	2014
National Crime Victims Research and Treatment Center	

Instructional Systems Design Training Program	Glynco, GA
Federal Law Enforcement Training Center	2014

The Reid Technique of Interviewing and Interrogation	Orlando, FL
John E. Reid and Associates	2008

Advanced Reid Technique	Orlando, FL
John E. Reid and Associates	2008

Teaching Internship	Maxwell AFB, AL
Community College of the Air Force	2006

Law Enforcement Instructor Training Program	Glynco, GA
Federal Law Enforcement Training Center	2006

Child Forensic Interviewing Course	Yokota Air Base, Japan
Air Force Office of Special Investigations	2002

United States Air Force Special Investigations Academy	Andrews Air Force Base, MD
Basic Special Investigator's Course	2001

Community Activity:

St. Francis Xavier Catholic School Home & School Association	Brunswick, GA
Member/Vice President/Current President	2015 - 2019

National Wheelchair Sports Camp	Stewartville, MN
Summer Camp Volunteer Personal Care Attendant	2016 - Present



CITY OF DAYTONA BEACH SHORES
APPOINTMENT INFORMATION FORM

Please type, if possible. (Or print clearly)

DATE: 9-12-2020

BOARD(S) DESIRED: PLANNING AND ZONEING

POSITION DESIRED: Regular or Alternate

NAME: JOHN F. NISSENZONE

ADDRESS(ES): H: 3023 S. ATLANTIC AVE ZIP: 32118

#401 DAYTONA BEACH
EMAIL ADDRESS: JNISSENZONE401@HOTMAIL.COM

PHONE: H: 386-843-0781 W: _____

EMPLOYER: _____

POSITION: _____ HOW LONG _____

EDUCATION: SCHOOL NO. YEARS DEGREES

HIGH SCHOOL HADDON HEIGHTS 12

COLLEGE _____

-
1. Are you a resident of City of Daytona Beach Shores? Y ☒ N _____
 2. Are you a registered voter? Y ☒ N _____
 3. Do you own property in Daytona Beach Shores? Y ☒ N _____
 4. Are you currently serving on a City board? Y _____ N ☒
 5. Have you ever served on a City board? Y ☒ N _____
If yes, when, where and which board? _____

PARKS AND REC.

6. How long have you lived in Daytona Beach Shores? 8.5 YEARS

REFERENCES: (Please do not use current council members)

NAME

ADDRESS

PHONE

386-837-0980

MARIBEL CEDENO 633 GABLES CT, DELTONA, FL 32725

DOT EDWILLAY 3000 N. OCEAN DR. #5C

WORK EXPERIENCE: SINGER ISLAND, FL 33404

SECRETARY OF THE BOARD AT OCEANS
ATRIUM,

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARD(S)?

TO PROMOTE NEW IDEAS, THAT WILL
HELP THE COMMUNITY,

(Signature)

Please Note: If you have any questions, please call the Office of the City Clerk, 763-5364.
Return this form to the City Clerk, City Hall, 2990 S. Atlantic Avenue, Daytona Beach
Shores, FL 32118 or eschwab@cityofdbi.org



**CITY OF DAYTONA BEACH SHORES
APPOINTMENT INFORMATION FORM**

Please type, if possible. (Or print clearly)

DATE: 9/19/22

BOARD(S) DESIRED: OPEN TO ANY PLANNING & ZONING

POSITION DESIRED: Regular or Alternate ANY

NAME: Gautam "Guy" Desai

ADDRESS(ES): 2435 S ATLANTIC DBS
H: 74 INLET POINT PONCE ZIP:

EMAIL ADDRESS: gddesai@gmail.com

PHONE: H: 562 682 1796 W:

EMPLOYER: SELF

POSITION: HOTELIER HOW LONG 11 years

EDUCATION: SCHOOL NO. YEARS DEGREES

HIGH SCHOOL ALHAMBRA HIGH SCHOOL 4 years Diploma

COLLEGE University of Massachusetts Boston BA FINANCE
SUMA CUM LAUDE

-
1. Are you a resident of City of Daytona Beach Shores? Y N 60% of the time
 2. Are you a registered voter? Y ✓ N
 3. Do you own property in Daytona Beach Shores? Y ✓ N
 4. Are you currently serving on a City board? Y N ✓
 5. Have you ever served on a City board? Y N ✓
If yes, when, where and which board?
-
6. How long have you lived in Daytona Beach Shores? 9 + years

SEE NEXT PAGE

REFERENCES: (Please do not use current council members)

NAME

ADDRESS

PHONE

Michael Jensen 2990 S Atlantic 386-283-3300

WORK EXPERIENCE:

WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARD(S)?

(Signature)

**Please Note: If you have any questions, please call the Office of the City Clerk, 763-5364.
Return this form to the City Clerk, City Hall, 2990 S. Atlantic Avenue, Daytona Beach
Shores, FL 32118 or cschwab@cityofdbbs.org**

References

Gwyn Herstein - Code Enforcement Officer/Coordinator
City of Daytona Beach Shores, Building & Codes Division
2990 S. Atlantic Ave.
Daytona Beach Shores, FL 32118
Phone: (386) 763-5330

Stewart Cruz, AICP | Community Services Director
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Tel. 386-763-5361

STEVEN L REILLY P.A. Director of Sales & Acquisitions
Key Realty Advisors Inc
2601 S Bayshore Dr Suite 200
Coconut Grove, FL. 33133
C: 305-401-6647
O: 305-857-0400

Work Experience

Over the last ten plus (10+) years I have been a hotelier operating a 30 unit "old" Florida lodging facility in Daytona Beach Shores. Together, with my wife Sneha ("Nae") we've navigated two destructive hurricanes while growing and modernizing our hospitality operations. Prior to being a hotelier, I managed risk on a trading desk for a hedge fund in Houston Texas (Velocity Merchant Energy). Prior to that I was a "buy side" investment banker with Bear Stearns Investment Bank.

Why do you desire to serve on this /these boards(s)?

Living in four (4) different states throughout my life I have witnessed different forms of governance in the various municipalities that at the time, I called home. Daytona Beach Shores is my first home in the state of Florida. It has been the foundation that I have used to grow and mature. I am in my mid 40's and now it is the time that I do my civic duty and contribute my experience and growing wisdom to the place that I consider my permanent home.

The problems that are brought forth to the Planning and Zoning board are seldom "black" and "white". I feel that I do have the intelligence and experience to think in the "gray" and make those hard decisions that will serve and benefit the community as a whole.





CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 27, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Non-conforming Sign Removal Incentive Grant Application: Daytona Diner - 2043 S. Atlantic Ave.

SYNOPSIS:

The City received the subject Nonconforming Sign Removal Incentive Grant Application on August 31, 2022 from Linda Toffulon, owner of Daytona Diner located at 2043 S. Atlantic Avenue. The sign grant, if approved, would be used to assist the property owner with the costs associated with replacing the existing nonconforming sign with a new conforming monument sign. The total cost of the sign is \$12,197.17. Therefore, the applicant would qualify for \$2,000 in grant reimbursement subsequent to the construction of the new conforming monument sign.

FISCAL IMPACT STATEMENT:

BACKGROUND:

In conducting an analysis of the application relative to the grant program eligibility requirements and other program parameters, staff has determined that the application qualifies and meets all grant requirements. Three sign quotes were provided which exceeded the two required. The applicant's preferred sign vendor, McNeill Signs, Inc. provided a quote of \$12,197.17, while Fantastic Signs provided a quote of \$15,248 and Coastline Wholesale Signs and LED Displays provided a quote for \$12,777. Fifteen percent of \$12,197.17 amounts to \$1,829.58. If approved, the applicant would qualify for a grant of \$2,000 as the minimum amount that can be allocated is \$2,000.

A copy of the grant application and proposed sign rendering can be seen in **Exhibit A**. **Exhibit B** provides a location map and street view of the existing nonconforming sign, while **Exhibit C** provides an evaluation of the application compared to the grant eligibility requirements and program parameters.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of the sign grant on the condition that the new sign meets all the requirements of the applicable City sign standards and that no code enforcement violation on the property exists prior to the disbursement of the City sign grant funds.

SUGGESTED MOTION:

A City Council member may move as follows:

“I move to approve the Daytona Diner Non-Conforming Sign Removal Incentive Grant application in the amount of \$2,000 on the condition that the new sign meets all the required City sign standards and that no code enforcement violation on the property exists prior to the disbursement of the City sign grant funds.”

- ATTACHMENT:**
1. Exhibit A- Application Rendering
 2. Exhibit B- Location Map-Street View
 3. Exhibit C-Evaluation

432221
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AUG 31 2022



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

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Date Received: 8-31-22

Time Received: 1:10

Application Complete: Y/N

12022037

City of Daytona Beach Shores

Non-Conforming Sign Removal Incentive Grant Application

NOTE: Grant application submission deadline is November 12, 2022

A. Property Information

Property Address: 2043 S. Atlantic Ave. Parcel No: _____

Existing Property Use/Business: Daytona Diner

Property Owner's Name: Lastways Beach Resort Condominium, Inc.

Property Owner's Address: 2043 S. Atlantic Ave., DBS FL 32118

Owner's Telephone No: 386-310-7394 Owner's Fax No: 386-255-1381

B. Applicant Information (if not owner)

Applicant's Name: Linda Toffolo Daytona Diner

Address: 2043 S. Atlantic Ave., DBS, FL 32118

Telephone No: 386-453-1256 Fax No: _____

*Applicant is: ☐ Contract Purchaser ☐ Property Owner/Developer ☒ Tenant/ Agent for Owner

*If applicant is other than Property Owner, authorization affidavit (Sec. E) must be provided with application.

C. Proposed Signage

At least two (2) quotes shall be provided from two (2) different sign vendors. Quotes shall at a minimum provide textual description and/or graphic representation of the following:

1. Sign Height: ☐; Sign Width: ☐; Sign Face Area: ☐; Illumination: ☐; Materials: ☐; Colors: ☐; Address: ☐; Style: ☐; Reader Board (indicate whether manual or electronic): ☐
2. Site Plan indicating location of proposed landscaping, existing and proposed signs, including setbacks and line of sight: ☐
3. Description of proposed landscaping: ☐
4. Written letter indicating consistency with Chapter Six (6) of the City's LDC: ☐
5. Name, address and contact information of each sign vendor: ☐

6. Picture and dimensional specifications of existing sign: ☐
7. Pictures and location addresses of signs similar in material and design (if available): ☐
8. Material samples of decorative base and cabinet (if available): ☐

D. Budget

Cost of design/engineering _____
 Cost of alteration, manufacture and installation of sign _____
TOTAL SIGNAGE COST _____
AMOUNT REQUESTED FROM SIGN GRANT PROGRAM _____

\$ _____
 \$ _____
 \$ 12,197.17
 \$ 1,829.58 \$2,000

BY SIGNING BELOW, I HEREBY CERTIFY THAT THIS IS AN APPLICATION FOR NEW OR ALTERED SIGNAGE. THE PROPOSED SIGN HAS NOT BEEN ALTERED, ERECTED OR FABRICATED IN WHOLE OR IN PART. WORK ON THE SIGN WILL NOT COMMENCE PRIOR TO RECEIPT OF WRITTEN APPROVAL FROM THE CITY OF DAYTONA BEACH SHORES. I UNDERSTAND THAT ALTERATION, FABRICATION OR INSTALLATION OF THE SIGN PRIOR TO SUCH APPROVAL IS GROUNDS FOR DENIAL OF MY SIGN GRANT APPLICATION BY THE CITY.

By signing below, I further certify that all information contained in this application and all documentation submitted herewith is true and correct to the best of (my) (our) knowledge and belief. I acknowledge that I fully understand the requirements relating to the specific Non Conforming Sign Removal Grant that I am applying for and that I fully understand and agree to the process for the application and disbursements of grant funds, as outlined in the Non Conforming Sign Removal Grant Program. Moreover, I acknowledge and agree that the conditions imposed by the City Council shall apply to my permit, if approved, and that the city may impose further conditions pursuant to the City's Code of Ordinances.

OWNER's SIGNATURE _____

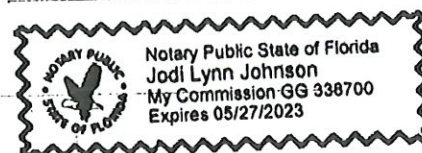
STATE OF Florida

COUNTY OF Volusia

Sworn to and subscribed before me this 14 day of July, 20 22, by _____
 who is personally known to me or has produced _____ and
 who did (did not) take an oath.

Jodi Johnson

My Commission Expires: _____



APPLICANT's SIGNATURE (if applicant not owner) _____

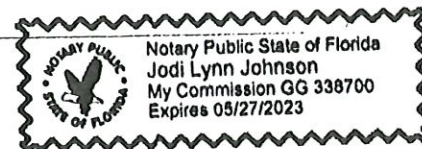
STATE OF Florida

COUNTY OF Volusia

Sworn to and subscribed before me this 14 day of July, 20 _____, by _____
 who is personally known to me or has produced _____ and
 who did (did not) take an oath.

Jodi Johnson

My Commission Expires: _____



Notary Public

432221
RECEIVED

AUG 31 2022

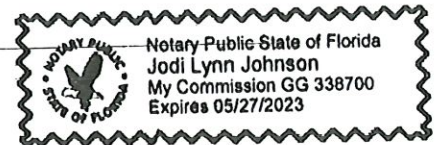
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

E. Notice and Affirmation of Permit Requirements

By signing below, I hereby acknowledge that the grant application process and approval is only for the disbursement of grant funds and does not constitute a sign permit. By signing below, I further acknowledge that a sign permit is required from the Daytona Beach Shores Building Department and that the approval of a sign grant does not relieve applicant, owner or project from the City's Land Development Code sign regulations or the Florida Building Code.

Signature: Jim Balas ☒ Owner ☐ ApplicantDate: 7/14/22STATE OF Florida COUNTY OF VolusiaSworn to and subscribed before me this 14 day of July 2022, by
who is personally known to me or has produced and
who did (did not) take an oath.Joelle Johnson
Notary Public

My Commission Expires:

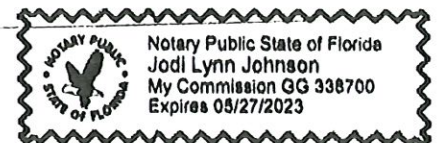


F. Affidavit of Authorization (if applicant not owner)

I, TIM BALAS, owner of the property described herein, hereby authorize
Linda Toffolo and its agents, to make application for Sign
to the City of Daytona Beach Shores for the
property described in this application.

PROPERTY OWNER's Signature: Jim BalasDate: 7/14/22STATE OF Florida COUNTY OF VolusiaSworn to and subscribed before me this 14 day of July 2022, by
who is personally known to me or has produced and
who did (did not) take an oath.Notary Public Joelle Johnson

My Commission Expires:



G. Checklist

1. Signed Application: ☐
2. Sec. C, proposed sign specs, site plan and illustration, etc: ☐
3. Sec. D, two (2) written cost estimates (budget) for work (on vendor letterhead): ☐

4. Sec. E, signed authorization affidavit (if applicable): ☐
5. Sec. F, signed authorization affidavit (if applicable): ☐
6. Is the property subject to any code enforcement action and/or delinquent on any accounts payable to the City? Yes ☐ No ☐

**Daytona Beach Shores
Non-conforming Sign Removal Incentive Grant Program 2022**

Goal

To enhance the Daytona Beach Shores South Atlantic Avenue/Dunlawton Boulevard Streetscape.

Purpose

To provide financial assistance to property owners and businesses of non-conforming, freestanding pole/ground signs with costs associated in replacing, eliminating or altering non-conforming, freestanding signs into conformity.

Overview

Considering the economic impact and supply chain issues experienced by local businesses, on April 12, 2022, the Daytona Beach Shores City Council adopted Ordinance 2022-11, which extended the deadline for sign owners to bring their non-conforming freestanding pole/ground signs into conformity with the City's monument sign ordinance. The grant program shall terminate upon the expiration date of the aforementioned extended deadline.

Eligibility Requirements

1. The sign shall not be an abandoned sign.
2. The sign shall be a freestanding pole/ground sign made non-conforming as a result of Ordinance 2012-02.
3. Temporary and exempt signs per Ord. 2012-02 do not qualify for this program.
4. Qualifying non-conforming pole/ground signs shall either be altered into conformity or removed and replaced with a new conforming sign.
5. The subject property shall be located in the GC-1, GC-2, GC-RD or T zoning district.
6. The sign shall be located on a property directly abutting S. Atlantic Avenue/SR A1A or Dunlawton Boulevard.
7. The signs shall serve to advertise an onsite business. For the purposes of this grant, a business shall be defined as a retail/service/office commercial, hotel/motel or any other business approved by the Daytona Beach Shores City Council.
8. There shall be an active/operating bona fide business on the subject qualifying property. The business shall possess a valid Business Tax Receipt and Certificate of Use permit.
9. Any work inflated, or costs incurred, prior to receiving City Council grant approval shall not be grant eligible.
10. Sign design and plan shall conform to all applicable City standards.
11. Property/business owner shall be current on all accounts payable to the City.
12. Properties subject to Code Enforcement action shall not qualify for this grant.

Program Description

Applications shall be reviewed on a first-come-first-served basis from the time a complete submittal is received until all budgeted grant funding is allocated. Incomplete applications will not be considered.

The Non-Conforming Sign Removal Incentive Grant Program is a reimbursable dollar-for-dollar matching grant, capped as follows:

Land Use & Sign Type	Year	Percentage	Minimum Award	Maximum Award
All Types	2022	15% of cost	\$2,000	\$3,000

Program Requirements

The following grant applications will be given priority in the evaluation process: applications with signs that are more egregious in nonconformity; applications with signs that will be altered into conformity; and applications with signs that do not require any variances.

1. Grant application submission deadline is November 12, 2022. New grant applications and/or incomplete grant applications submitted after this date shall not be considered.
2. Grant applications shall be reviewed by staff for completeness and presented to the City Council for consideration.
3. The City Council may make binding conditions regarding the application under consideration, including, but not limited to, design and location of sign.
4. Grants shall only pay for sign costs associated with design/engineering, sign making, installation, and/or alteration.
5. Applications shall have at least two (2) quotes from licensed sign contractors.
6. Property owner shall obtain relevant City permits prior to the start of construction.
7. Grant reimbursement will be made upon completion of a project as determined solely by the City and a successful inspection by the City's Building Department, including a demonstration that the constructed sign meets the terms of applicable codes and grant conditions, if any.
8. To qualify for grant reimbursement, on site sign construction shall not commence until after City Council approval.
9. Completion of work and a successful inspection is required no later than 120 days subsequent to City Council approval.
10. Written extensions may be awarded by the City Manager for a period not exceeding 120 days.

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AUG 31 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Proposed Landscaping

4 3 2 2 2 1

(2) 18" x 84" planter boxes containing rain lily, Mexican feather grass, blanket flower, and crimson pygmy barberry, will frame the monument sign



PO BOX 1093, BUNNELL, FL 32110-1093

PHONE (386) 586-7100

CONTRACT NO: 26603

CONDITIONAL SALES AGREEMENT

DATE: 07/18/22

PAGE: 1

THIS AGREEMENT made in quadruplicate on the above date, between McNeill Signs, Inc., hereinafter called the "Seller" and

Name: DAYTONA DINER

Address: 2043 S ATLANTIC AVENUE SOUTH DAYTONA, FL 32117

Hereinafter called the "Purchaser."

WITNESSETH: The Seller agrees to the terms and conditions hereinafter contained to manufacture and install an advertising display, hereinafter called "installation" in conformity with the specifications and conditions hereinafter contained, including those on the reverse hereof, and with the plans, if any, approved this day in writing by the partners hereto, all of which are incorporated herein as part of this agreement.

Job Name: DAYTONA DINER

Address: 2043 S ATLANTIC AVENUE

City, State: SOUTH DAYTONA, FL

Phone:

Contact Name:

A) REMOVE AND DISPOSE OF EXISTING ONE (1) FREE STANDING SIGN CABINET AND COLUMN TO 18" ABOVE EXISTING ANCHOR BOLT BASE PLATE. WIRE BRUSH, SPOT PRIME AND REPAINT EXISTING REMAINING STEEL COLUMN, GUSSETS AND ANCHOR BOLT BASE PLATE ONE (1) COAT OF RUST INHIBITIVE PAINT IN PLACE IN THE FIELD. \$1,061.16

B) FABRICATE AND INSTALL ONE (1) REPLACEMENT 9'-6" X 8'-0" X 2'-0" DEEP DOUBLE FACE LED INTERNALLY ILLUMINATED FREE STANDING SIGN CABINET, .177" IMPACT RESISTANT POLYCARBONATE FLAT PLASTIC FACE DECORATED ON SECOND SURFACE UTILIZING DIGITAL 3M SCOTCH PRINT GRAPHICS, SIMULATED STUCCO FINISHED ALUMINUM CAP, 6" X 1/4" DEEP FLAT CUT OUT ACRYLIC POLYURETHANE FINISHED ALUMINUM PLATE ADDRESS NUMERALS, BASE COVER ANGLE FRAME TO ACCEPT VARIABLE GRADE LEVELS AND STEEL COLUMN RETROFITTED TO EXISTING STEEL COLUMN TO MAINTAIN REQUIRED 2 FEET SETBACK AS DESCRIBED ON DRAWINGS #B20425 AND #B20467. \$12,197.17

-PLUS PERMITS

-CONNECT TO EXISTING PRIMARY ELECTRIC AT SIGN BASE. ADEQUATE 120 VOLT
<<<<< CONTINUED ON NEXT PAGE >>>>>

PRICE\$
Sales Tax\$
TOTAL\$
Deposit\$
Balance\$

(price valid for 30 days)

Terms:

COST OF PERMITS ADDITIONAL

Balance due immediately upon completion

.....\$
.....\$

Subject to warranty and conditions on back side of this Agreement

☐ Corporation
☐ Partnership
☐ Individual

(Salesman)

(Purchaser)

Signature: _____

Signature: _____

Accepted By: _____

Title: _____

Date: _____ Title _____

Date: _____



PO BOX 1093, BUNNELL, FL 32110-1093

PHONE (386) 586-7100

CONTRACT NO: 26603

CONDITIONAL SALES AGREEMENT

DATE: 07/18/22
PAGE: 2

THIS AGREEMENT made in quadruplicate on the above date, between McNeill Signs, Inc., hereinafter called the "Seller" and

Name: DAYTONA DINER
Address: 2043 S ATLANTIC AVENUE SOUTH DAYTONA, FL 32119

Hereinafter called the "Purchaser."

WITNESSETH: The Seller agrees to the terms and conditions hereinafter contained to manufacture and install an advertising display, hereinafter called "installation" in conformity with the specifications and conditions hereinafter contained, including those on the reverse hereof, and with the plans, if any, approved this day in writing by the partners hereto, all of which are incorporated herein as part of this agreement.

Job Name: DAYTONA DINER
Address: 2043 S ATLANTIC AVENUE
City, State: SOUTH DAYTONA, FL Phone: Contact Name:

DEDICATED CIRCUIT AND GROUNDING CONDUCTOR AT SIGN BASE IS THE RESPONSIBILITY OF THE PURCHASER.

- TIME CLOCK/PHOTO SENSOR INSTALLATION ADDITIONAL IF REQUIRED.
- LANDSCAPING REQUIREMENTS UNDER SEPARATE CONTRACT.
- PERMIT PROCUREMENT, ELEVATION DRAWINGS, ENGINEERING DRAWINGS, STAFF TIME, MUNICIPAL INSPECTIONS AND SALES TAXES ARE INCLUSIVE.
- BASE COVER SHEATHING AND CHECKERED DECORATED FINISH PROVIDED BY OTHERS.

PRICE\$ 13,258.33
Sales Tax\$.00
TOTAL\$ 13,258.33
Deposit\$ 6,629.17
Balance\$ 6,629.16

(price valid for 30 days)

Terms: 50% DOWN, BALANCE DUE ON COMPLETION
COST OF PERMITS ADDITIONAL
Balance due immediately upon completion \$ _____
\$ _____

Subject to warranty and conditions on back side of this Agreement

GARY FRYE

(Salesman)

DAYTONA DINER

(Purchaser)

- ☐ Corporation
☐ Partnership
☐ Individual

Signature: _____

Signature: _____

Accepted By: _____

Title: _____

Date: _____ Title: _____

Date: _____

SCALE
3/4" = 1'-0"

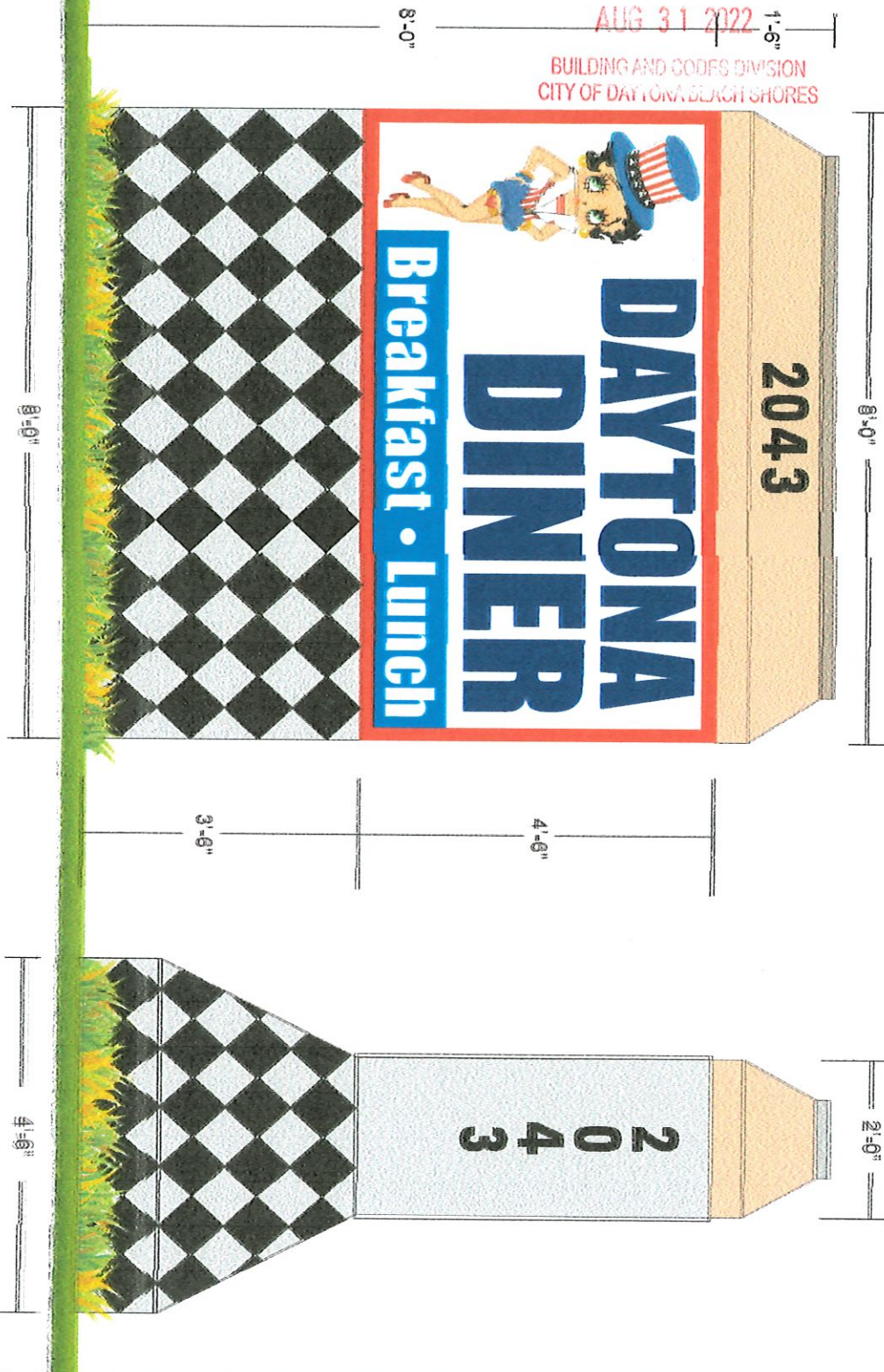
432221

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AUG 31 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

South Bound



PROPOSED:
Fabricate and install one (1) 8'-0" x 8'-0" double face free standing sign cabinet structure finished decorated with full color digital print polycarbonate plastic faces.
Address numerals to be 1/4" aluminum flat cut out mounted flush to freestanding sign.



NAME	DAYTONA DINER		
JOB NAME	DAYTONA DINER		
ADDRESS	2043 S ATLANTIC AVE. DAYTONA BEACH, FL 32118		
DESIGNER	DATE	SALES REP.	DATE
S.E.	12/20/22	GARY	09/23/2020

APPROVAL

REVISIONS

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400 North Street, Bunnell, FL 32110 Ph. 386-586-7100 Fax. 386-586-4072
Website - www.mcneillsigns.com Sales Dept. E-mail - sales@mcneillsigns.com

SCALE
3/4" = 1'-0"

432221
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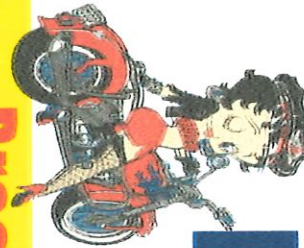
AUG 31 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

North Bound

8'-0"

2043



DAYTONA
DINER

Breakfast • Lunch

8'-0"

8'-0"

4'-6"

3'-6"

2'-0"

2043

4'-6"

PROPOSED:
Fabricate and install one (1) 8'-0" x 8'-0" double face free standing sign cabinet, street
finished decorated with full color digital print polycarbonate plastic faces.
Address numerals to be 1/4" aluminum flat cut out mounted flush to freestanding sign.



NAME	DAYTONA DINER		
JOB NAME	DAYTONA DINER		
ADDRESS	2043 S ATLANTIC AVE. DAYTONA BEACH, FL 32018		
DESIGNER	DUNSMUIR	SALES REP.	DATE
S.E.	REDR25	GARY	08/05/2020

APPROVAL

REVISIONS

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400 Ninth Street, Bunnell, FL 32110 Ph. 386-586-7100 Fax. 386-586-0073
Website - www.mcneilsigns.com Sales Dept. E-mail - sales@mcneilsigns.com

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BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES



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PROPOSAL (Revised)

August 25, 2022

Created For: Daytona Diner
Created By: Robert Skelton

Project Description: Replace Monument Sign

- Remove existing sign cabinet from post and dispose
- Produce and install one (1) internally illuminated double sided aluminum sign onto existing post and foundation. Approximate cabinet size 7' 8" H x 4' W x 16" D. Cabinet to feature:
- Channel Letters "Daytona Diner", Push through acrylic letters "Breakfast, Lunch, Fun!" and backlit Betty Boop logo box with digital print. LED lighting components. UL/Met listed.
- Engineering and permit acquisition included
City permit fees additional

Project Cost : \$ 15,248. Plus State tax

Terms:

75% deposit, Balance due upon completion

Please allow 2-3 weeks for permitting and 6-8 additional weeks to complete this project.

This quotation is valid for 15 days from date of issue.

**We appreciate the opportunity to provide this quotation.
OUR CUSTOMERS ARE OUR COMPANY!**

386.424.0556

1005 N Dixie Fwy • New Smyrna Beach, FL 32168

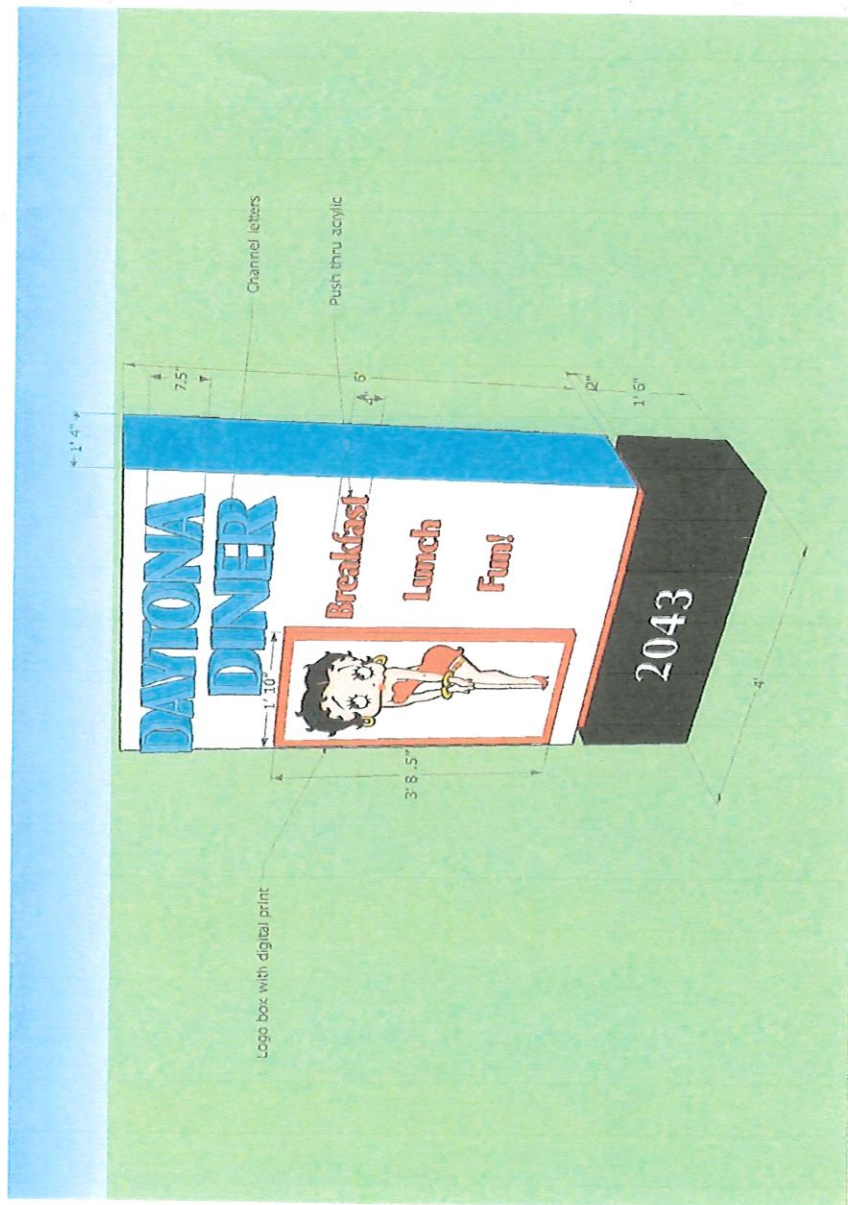
WWW.FANTASTICSIGN.COM

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AUG 31 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

432221



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AUG 31 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES



PROPOSAL / CONTRACT

432221

SUBMITTED TO	PHONE	DATE OF ORIGIN
Daytona Diner/Linda	386-256-2603	08/25/2022
JOB ADDRESSES	CITY	JOB
2043 S Atlantic Avenue	Daytona Beach Shores, FL	

Supply all necessary Labor & Materials to Manufacture and Install the Following
One double face internally illuminated free standing monument sign as per
Drawing # 191062
Sign to be constructed as with the following specifications:

- Cabinet to be manufacture of aluminum frame with aluminum skin
- Cabinet to be finish with synthetic stucco color to coordinate with building (Red)
- Internal illumination to be LED
- ID faces to be acrylic with vinyl decoration (Blue/Black)
- Pylon cover to be aluminum with Diner graphics applied
- Structural support to be one structural existing steel pole embedded in existing foundation as per engineer specifications
- This contract includes a 24 month warranty
- This contract includes engineering seal and permit
- This contract includes address numbers on Pylon cover
- Remove old sign structure above ground (not old foundation)

This proposal includes design, engineering and permitting
Electric wiring to the sign of adequate capability and the physical hookup of electric power to the sign are to be responsibilities of the customer. This proposal does include sales tax. It does not include any cost not shown as a part of this proposal. We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of \$ 12,777.00

Payment made as follows: 50% DEPOSIT/ 50% DUE UPON COMPLETION

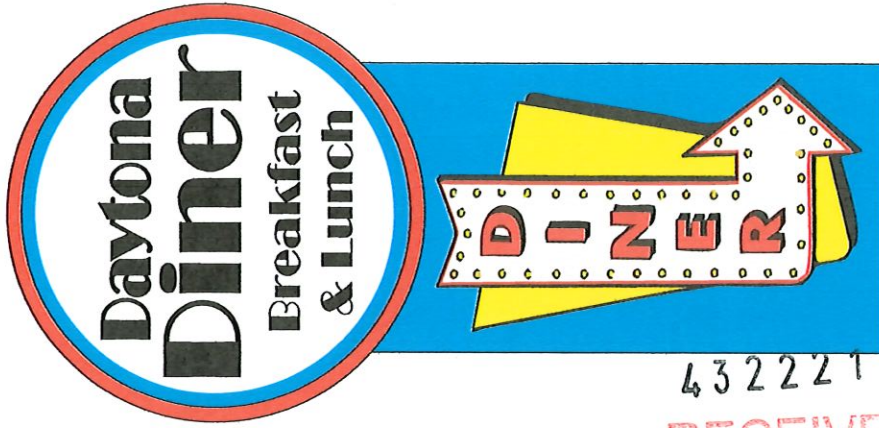
All payments due hereunder shall be sent to the home office of Coastline Wholesale Signs & LED Displays, LLC at 532 N. Segrave Street, Daytona Beach, FL 32114. This proposal is for prompt acceptance. Coastline Wholesale Signs & LED Displays, LLC will not be responsible for delays caused by strikes, fires, floods, storms, wars, allocations of materials or other circumstances beyond our control. Upon mutual acceptance of this proposal by purchaser and seller, said order is not subject to cancellation. Sign and / or materials shall remain the property of Coastline Wholesale Signs & LED Displays, LLC and shall at all times be severable from the premises upon which it is installed until account is paid in full. In the event it becomes necessary to institute any action for the enforcement of obligations, purchaser agrees to pay, in addition to amount due seller, all attorney fees and other cost incurred in connection therewith acceptance of agreement. This agreement shall not be considered as executed until signed by or on behalf of purchaser and approved by an executive officer and seller and is signed by him on sellers' behalf and is hereby further declared agreed and understood that there are prior writings, verbal negotiations, understandings, representations of agreements between the parties not herein expressed in the event of default hereunder. Purchaser agrees to pay in addition to all sums due hereunder a reasonable attorney's fee and all cost of collections in the event any action or suit shall be brought to enforce this agreement. The venue of said suits of action may at the option of Coastline Wholesale Signs & LED Displays, LLC be laid in Volusia County, Florida and the right to object to venue is expressly waived by purchaser. Any amount not paid within 30 days shall be subject to a 1 ½% per month service charge. Any below-ground utilities, old footers or any objects unseen that will not allow for an as-planned installation and require additional time, labor, and materials will be the liability of the purchaser.

Purchaser: _____

Seller: Nick Florio - PRESIDENT

Date of Acceptance: _____

Authorized Signature: _____



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 BUILDING AND CODES DIVISION
 CITY OF DAYTONA BEACH SHORES



Drawing#:	30261C
Name:	Daytona Diner
Date:	7.1.20
Address:	2043 S Atlantic Ave Daytona Shores, FL 32118
Sales Rep:	SR
Designer:	CP
Scale:	

Revision	Date	Description

SALES APPROVAL	
CUSTOMER APPROVAL	
LANDLORD APPROVAL	

COASTLINE
 WHOLESALE SIGNS & LED DISPLAYS
 Design - Sales - Service - Maintenance
 Installation - Message Centers - Pylon Signs
 Neon - Fluorescent - Parking Lot Lighting

386-238-6200 office
 866-673-SIGN toll-free
 coastlinesign.com

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Adequate primary electrical, disconnects, conduits and physical hook-up to signs and message centers to be the responsibility of the customer.

Exhibit B
Location Map- 2043 S. Atlantic Ave- Daytona Diner



Source: Volusia County Property Appraiser Website (2022)

Street View- 2043 S. Atlantic Ave- Daytona Diner



EXHIBIT C

Eligibility Requirements Analysis Table: 2043 S. Atlantic Avenue-Daytona Diner

ID	Eligibility Criteria	Status	Criteria Met
1	Sign shall not be abandoned	Sign is not abandoned.	Yes
2	Nonconforming freestanding pole/sign pre-existed Ord. 2012-02	Sign pre-existed Ord. 2012-02	Yes
3	Temporary sign and exempt signs do not qualify	Sign is not temporary or exempt	Yes
4	Property shall be located in a commercial/hotel district	Property is located in the Hotel District	Yes
5	Property shall abut S. Atlantic Avenue or Dunlawton Boulevard	Property abuts S. Atlantic Avenue	Yes
6	Sign shall serve to advertise an onsite business	Sign advertises an onsite business	Yes
7	There shall be an active business on site	The advertised business is active	Yes
8	No prior sign work/cost shall be eligible for grant funding	Applicant is aware of this condition	Yes
9	Sign design and plan shall conform to all applicable City standards	Applicant is aware of this condition	Yes*
10	No delinquent accounts payable to City	Applicant is aware of this condition	Yes*
11	Properties subject to Code Enforcement action shall not qualify for this grant.	Property is not subject to CE action	Yes

Note: * Staff is recommending this item as a condition if approved.

Application Summary Description Table:

ID	Parameter	Application	Parameter Met	Added Priority
1	Sign Grant Limit	Requested Amount		
	15% of costs w/ min of \$2,000 and max of \$3,000	\$2,000	Yes	
2	Sign Work Type Permitted			
	Alteration or Removal	Removal w. New Sign	Yes	Yes
3	Work Detail Permitted			
	Design/engineering, sign making, installation, and/or alteration.	Design/engineering, sign making, installation	Yes	
4	Variance Required	No		Yes
5	Existing/Previous Sign Level of Nonconformity	Medium		NA



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 27, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Non-conforming Sign Removal Incentive Grant Application: 3218 S. Atlantic Ave.

SYNOPSIS:

The City received the subject Nonconforming Sign Removal Incentive Grant Application on August 25, 2022 from Gil Tal, property owner of 3218 S. Atlantic Avenue. The sign grant, if approved, would be used to assist the property owner with the costs associated in replacing an existing nonconforming sign with a new conforming monument sign while the applicant also proposes to remove a secondary non-conforming sign located on the property. The total cost of the proposed sign is \$13,500. Therefore, the applicant would qualify for \$2,025 in grant reimbursement subsequent to the construction of the new conforming monument sign.

FISCAL IMPACT STATEMENT:

BACKGROUND:

In conducting an analysis of the application relative to the grant program eligibility requirements and other program parameters, staff has determined that the application qualifies and meets all grant requirements. Two sign quotes were provided as required. The applicant's preferred sign vendor, Kenco Signs and Awning, LLC. provided a quote of \$13,500, while Permacraft Signs provided a quote of \$10,491.25. If approved, the applicant would qualify for a grant of \$2,025.

A copy of the grant application and proposed sign rendering can be seen in **Exhibit A**. **Exhibit B** provides a location map and street view of the existing nonconforming sign, while **Exhibit C** provides an evaluation of the application compared to the grant eligibility requirements and program parameters.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of the sign grant on the condition that the new sign meets all the requirements of the applicable City sign standards and that no code enforcement violation on the property exists prior to the disbursement of the City sign grant funds.

SUGGESTED MOTION:

A City Council member may move as follows:

“I move to approve the Non-Conforming Sign Removal Incentive Grant application for 3218 S. Atlantic Avenue in the amount of \$2,025 on the condition that the new sign meets all the required City sign standards and that no code enforcement violation on the property exists prior to the disbursement of the City sign grant funds.”

- ATTACHMENT:**
1. Exhibit A- Application Rendering
 2. Exhibit B- Location Map-Street View
 3. Exhibit C-Evaluation

575486

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AUG 25 2022

Date Received: _____
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES
Time Received: _____Application Complete: Y/N

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

12022036

City of Daytona Beach Shores

Non-Conforming Sign Removal Incentive Grant Application .

NOTE: Grant application submission deadline is November 12, 2022

A. Property Information

Property Address: 3218 S. Atlantic Ave Parcel No: _____
Daytona Beach, FL 32118
Existing Property Use/Business: _____

Property Owner's Name: GIL TAL

Property Owner's Address: 26 SPRING MEADOWS DR. ORMOND BEACH, FL 32174

Owner's Telephone No: (386) 852-9725 Owner's Fax No: N/A

B. Applicant Information (if not owner)

Applicant's Name: _____

Address: _____

Telephone No: _____ Fax No: _____

*Applicant is: ☐ Contract Purchaser ☐ Property Owner/Developer ☐ Tenant/ Agent for Owner

*If applicant is other than Property Owner, authorization affidavit (Sec. E) must be provided with application.

C. Proposed Signage

At least two (2) quotes shall be provided from two (2) different sign vendors. Quotes shall at a minimum provide textual description and/or graphic representation of the following:

1. Sign Height: ☐; Sign Width: ☐; Sign Face Area: ☐; Illumination: ☐; Materials: ☐; Colors: ☐; Address: ☐; Style: ☐; Reader Board (indicate whether manual or electronic): ☐
- ✓ 2. Site Plan indicating location of proposed landscaping, existing and proposed signs, including setbacks and line of sight: ☐
3. Description of proposed landscaping: ☐
- ✓ 4. Written letter indicating consistency with Chapter Six (6) of the City's LDC: ☐
5. Name, address and contact information of each sign vendor: ☐

6. Picture and dimensional specifications of existing sign: ☐

*7. Pictures and location addresses of signs similar in material and design (if available): ☐

8. Material samples of decorative base and cabinet (if available): ☐

D. Budget

Cost of design/engineering

\$ _____

Cost of alteration, manufacture and installation of sign

\$ _____

TOTAL SIGNAGE COST

\$ 13,500

AMOUNT REQUESTED FROM SIGN GRANT PROGRAM

\$ 2,025

BY SIGNING BELOW, I HEREBY CERTIFY THAT THIS IS AN APPLICATION FOR NEW OR ALTERED SIGNAGE. THE PROPOSED SIGN HAS NOT BEEN ALTERED, ERECTED OR FABRICATED IN WHOLE OR IN PART. WORK ON THE SIGN WILL NOT COMMENCE PRIOR TO RECEIPT OF WRITTEN APPROVAL FROM THE CITY OF DAYTONA BEACH SHORES. I UNDERSTAND THAT ALTERATION, FABRICATION OR INSTALLATION OF THE SIGN PRIOR TO SUCH APPROVAL IS GROUNDS FOR DENIAL OF MY SIGN GRANT APPLICATION BY THE CITY.

By signing below, I further certify that all information contained in this application and all documentation submitted herewith is true and correct to the best of (my) (our) knowledge and belief. I acknowledge that I fully understand the requirements relating to the specific Non Conforming Sign Removal Grant that I am applying for and that I fully understand and agree to the process for the application and disbursements of grant funds, as outlined in the Non Conforming Sign Removal Grant Program. Moreover, I acknowledge and agree that the conditions imposed by the City Council shall apply to my permit, if approved, and that the city may impose further conditions pursuant to the City's Code of Ordinances.

* OWNER's SIGNATURE _____

STATE OF

Florida

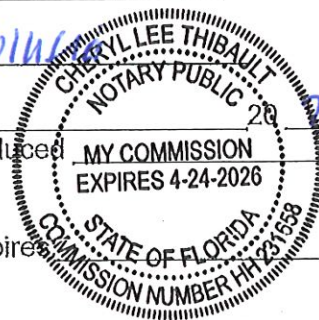
COUNTY OF

Volusia

Sworn to and subscribed before me this 14 day of June, 2022, by Gil Tai who is personally known to me or has produced _____ and who did (did not) take an oath.

Cheryl Lee Thibault

My Commission Expires _____



APPLICANT's SIGNATURE (if applicant not owner) _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced _____ and who did (did not) take an oath.

Notary Public

My Commission Expires: _____

E. Notice and Affirmation of Permit Requirements

By signing below, I hereby acknowledge that the grant application process and approval is only for the disbursement of grant funds and does not constitute a sign permit. By signing below, I further acknowledge that a sign permit is required from the Daytona Beach Shores Building Department and that the approval of a sign grant does not relieve applicant, owner or project from the City's Land Development Code sign regulations or the Florida Building Code.

* Signature: _____ ☐ Owner ☐ Applicant

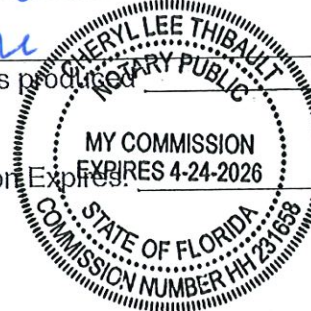
Date: 6/14/22

STATE OF Florida COUNTY OF Volusia

Sworn to and subscribed before me this 14 day of June, 20 22, by Gil Tai who is personally known to me or has produced _____ and who did (did not) take an oath.

Cheryl Lee Thibault
Notary Public

My Commission Expires: _____



F. Affidavit of Authorization (if applicant not owner)

I, _____, owner of the property described herein, hereby authorize _____, and its agents, to make application for _____ to the City of Daytona Beach Shores for the property described in this application.

PROPERTY OWNER's Signature: _____

Date: _____

STATE OF _____ COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20 _____, by _____ who is personally known to me or has produced _____ and who did (did not) take an oath.

Notary Public

My Commission Expires: _____

G. Checklist

1. Signed Application: ☐
2. Sec. C, proposed sign specs, site plan and illustration, etc: ☐
3. Sec. D, two (2) written cost estimates (budget) for work (on vendor letterhead): ☐

4. Sec. E, signed authorization affidavit (if applicable): ☐
5. Sec. F, signed authorization affidavit (if applicable): ☐
6. Is the property subject to any code enforcement action and/or delinquent on any accounts payable to the City? Yes ☐ No ☐



**Daytona Beach Shores
Non-conforming Sign Removal Incentive Grant Program 2022**

Goal

To enhance the Daytona Beach Shores South Atlantic Avenue/Dunlawton Boulevard Streetscape.

Purpose

To provide financial assistance to property owners and businesses of non-conforming, freestanding pole/ground signs with costs associated in replacing, eliminating or altering non-conforming, freestanding signs into conformity.

Overview

Considering the economic impact and supply chain issues experienced by local businesses, on April 12, 2022, the Daytona Beach Shores City Council adopted Ordinance 2022-11, which extended the deadline for sign owners to bring their non-conforming freestanding pole/ground signs into conformity with the City's monument sign ordinance. The grant program shall terminate upon the expiration date of the aforementioned extended deadline.

Eligibility Requirements

1. The sign shall not be an abandoned sign.
2. The sign shall be a freestanding pole/ground sign made non-conforming as a result of Ordinance 2012-02.
3. Temporary and exempt signs per Ord. 2012-02 do not qualify for this program.
4. Qualifying non-conforming pole/ground signs shall either be altered into conformity or removed and replaced with a new conforming sign.
5. The subject property shall be located in the GC-1, GC-2, GC-RD or T zoning district.
6. The sign shall be located on a property directly abutting S. Atlantic Avenue/SR A1A or Dunlawton Boulevard.
7. The signs shall serve to advertise an onsite business. For the purposes of this grant, a business shall be defined as a retail/service/office commercial, hotel/motel or any other business approved by the Daytona Beach Shores City Council.
8. There shall be an active/operating bona fide business on the subject qualifying property. The business shall possess a valid Business Tax Receipt and Certificate of Use permit.
9. Any work initiated, or costs incurred, prior to receiving City Council grant approval shall not be grant eligible.
10. Sign design and plan shall conform to all applicable City standards.
11. Property/business owner shall be current on all accounts payable to the City.
12. Properties subject to Code Enforcement action shall not qualify for this grant.

Program Description

Applications shall be reviewed on a first-come-first-served basis from the time a complete submittal is received until all budgeted grant funding is allocated. Incomplete applications will not be considered.

The Non-Conforming Sign Removal Incentive Grant Program is a reimbursable dollar-for-dollar matching grant, capped as follows:

Land Use & Sign Type	Year	Percentage	Minimum Award	Maximum Award
All Types	2022	15% of cost	\$2,000	\$3,000

Program Requirements

The following grant applications will be given priority in the evaluation process; applications with signs that are more egregious in nonconformity; applications with signs that will be altered into conformity; and applications with signs that do not require any variances.

1. Grant application submission deadline is November 12, 2022. New grant applications and/or incomplete grant applications submitted after this date shall not be considered.
2. Grant applications shall be reviewed by staff for completeness and presented to the City Council for consideration.
3. The City Council may make binding conditions regarding the application under consideration, including, but not limited to, design and location of sign.
4. Grants shall only pay for sign costs associated with design/engineering, sign making, installation, and/or alteration.
5. Applications shall have at least two (2) quotes from licensed sign contractors.
6. Property owner shall obtain relevant City permits prior to the start of construction.
7. Grant reimbursement will be made upon completion of a project as determined solely by the City and a successful inspection by the City's Building Department, including a demonstration that the constructed sign meets the terms of applicable codes and grant conditions, if any.
8. To qualify for grant reimbursement, on site sign construction shall not commence until after City Council approval.
9. Completion of work and a successful inspection is required no later than 120 days subsequent to City Council approval.
10. Written extensions may be awarded by the City Manager for a period not exceeding 120 days.

575486

Invoice

Kenco Sign and Awning LLC

1539 Garden Avenue
 Holly Hill, FL. 32117
 (386) 672-1590 or (800) 526-3291
 Fax (386) 677-2910

Date	Invoice #
8/5/2022	13521

RECEIVED

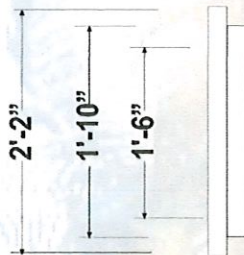
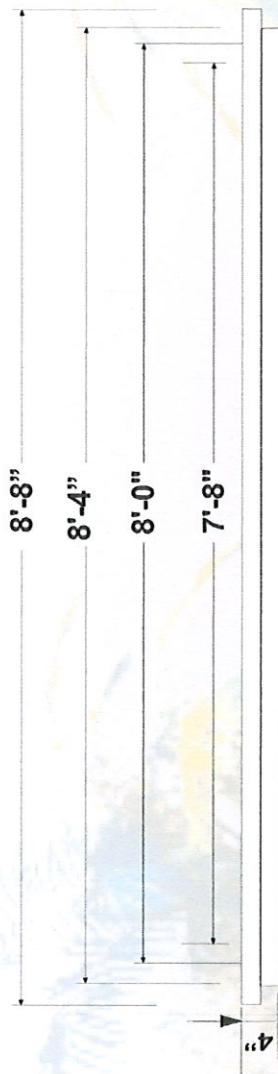
Bill To
The Family Spot 3218 S Atlantic Ave South Daytona, FL 32119

Ship To
AUG 25 2022 BUILDING AND CODES DIVISION CITY OF DAYTONA BEACH SHORES

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	As Per Contract	RW	8/5/2022			
Quantity	Item Code	Description			Price Each	Amount
1	Contract Bill	Manufacture & Installation, as per contract.			13,500.00	13,500.00
1	Deposit	Deposit Request - 60% Prepaid Deposit in the Amount of \$8,100.00 **If Applicable the Permit/Engineering Fee will be Added to the Final Invoice			0.00	0.00
					0.00%	0.00

PROPOSED MONUMENT SIGN

ken/co



SWIMWEAR - T-SHIRTS - SOUVENIRS

BRUNO

BEST PIZZA

IN TOWN

PIZZERIA 386-492-7845

Award Winning Restaurant

As Seen On

food network

“Diners, Drive-Ins & Dives”

McLellie's

RESTAURANT

3218

3 2 1 8

SPECIFICATIONS

FABRICATE AND INSTALL (1) ONE NEW DOUBLE FACE INTERNALLY ILLUMINATED CUSTOM MONUMENT DISPLAY.

ILLUMINATION BY LEDS

MAIN ID

DOUBLE FACED ALUMINUM CABINET AND FRAME WITH PANFORMED OR FLAT ACRYLIC FACES WITH 3M BRAND VINYL GRAPHICS APPLIED FIRST SURACE

FAB. ALUM. DECORATIVE CUSTOM FRAME TO BE SPRAY PAINTED FROM TOP TO BOTTOM WITH ENAMEL AUTOMOTIVE PAINT

ALUMINUM REVEALS - PAINTED WHITE

CUSTOM ALUMINUM BASE - WITH FULL ALUMINUM FRAME WITH SYNTHETIC STUCCO FINISH PAINTED TO MATCH BUILDING COLOR

ADDRESS NUMBERS ON SIDE OF SIGN TO BE COMPUTER ROUTED CUT OUT NUMBERS ADDRESS NUMBERS ON BASE OF SIGN TO BE 1/2" THK PVC NUMBERS PAINTED BLACK (STUD MOUNTED)

LANDSCAPE BY OTHERS

- CONTRACTOR- KENCO SIGNS
- 2020 FBC 7th EDITION
- 160 MPH WIND SPEED (ASCE 7-10)
- CF=1.2 CLASS D RISK CATEGORY 2

DATE:

DESIGNER:

REVISION:

1)

2)

3)

SHE

3218

Day

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PERMACRAFT SIGNS
1644 SOUTH RIDGEWOOD AVE.
SOUTH DAYTONA, FL 32119

Estimate

Date	Estimate #
6/10/2022	13417

575486

Name / Address
Family Spot 3218 S Atlantic Ave Daytona Beach Shore Fl.32118

Ship To
RECEIVED AUG 25 2022 BUILDING AND CODES DIVISION CITY OF DAYTONA BEACH SHORES

P.O. No.	Terms	Project

Description	Qty	Rate	Total
Manufacture and Install (1) 96" X 120" Internally Illuminated Double sided Monument Sign. Sign will be Manufactured from all Aluminum Components. Sign will be Illuminated with Eco Friendly, Energy Efficient Led Modules and Power Supplies. Faces will be Manufactured from 3/16" Acrylic Faces with Vinyl Graphics applied First Surface per Customer approved Artwork. Sign is to be Painted with Stucco Finish per Customer approved Colors.	1	9,850.00	9,850.00T
Remove and Dispose of Existing Customer Sign..		0.00	0.00T

Subtotal		\$9,850.00
Sales Tax (6.5%)		\$640.25
Total		\$10,490.25

Phone #	Fax #	E-mail	Web Site
386-767-8011	386-767-8246	permacraftsign@yahoo.com	permacraftsigns.com

96"

The FAMILY SPOT

SWIMWEAR - T-SHIRTS - SOUVENIRS

BRUNO **BEST PIZZA**
PIZZERIA **IN TOWN**
386-492-7845

McAllister's
RESTAURANT

3218

24"

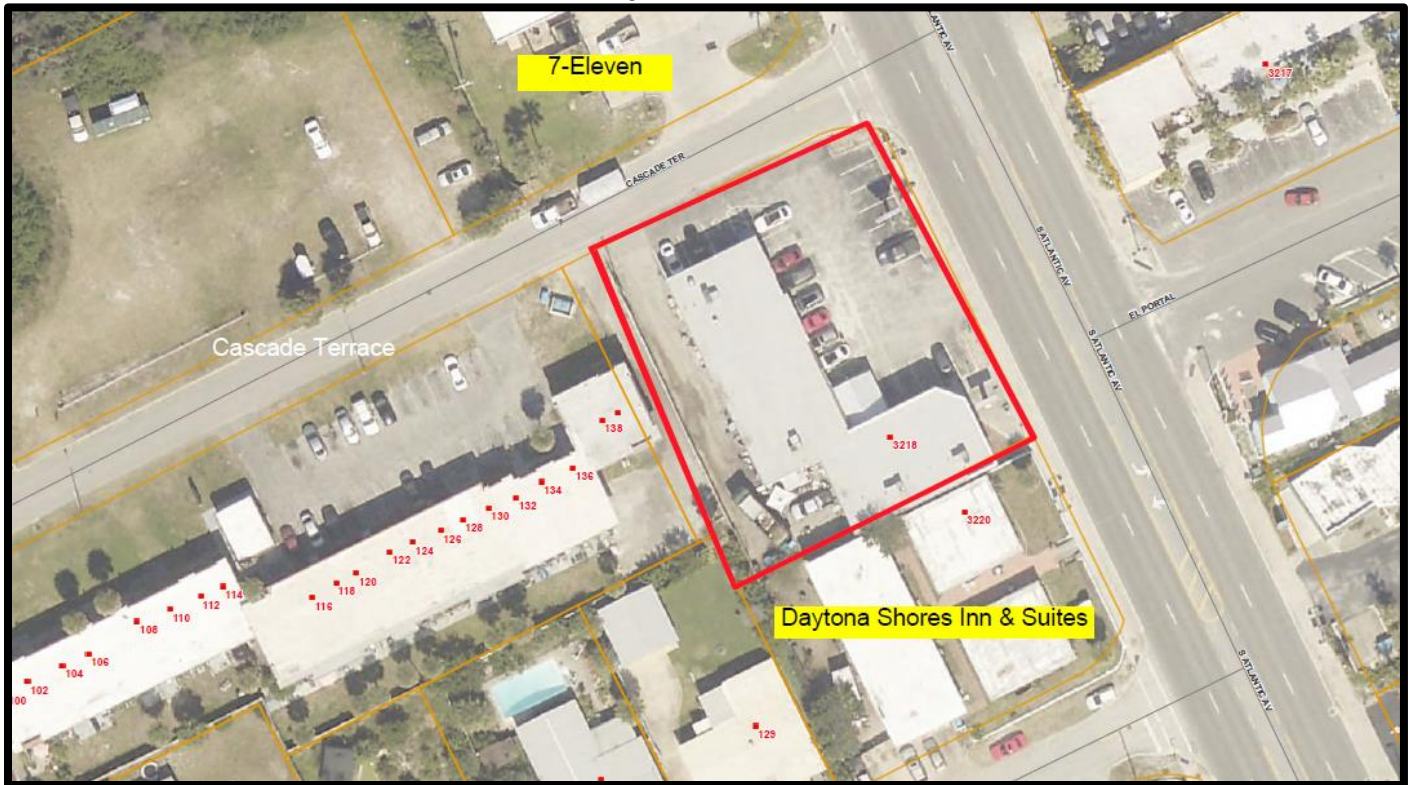
24"

24"

43"

9'6"

Exhibit B
Location Map- 3218 S. Atlantic Ave



Source: Volusia County Property Appraiser Website (2022)

Street View- 3218 S. Atlantic Ave

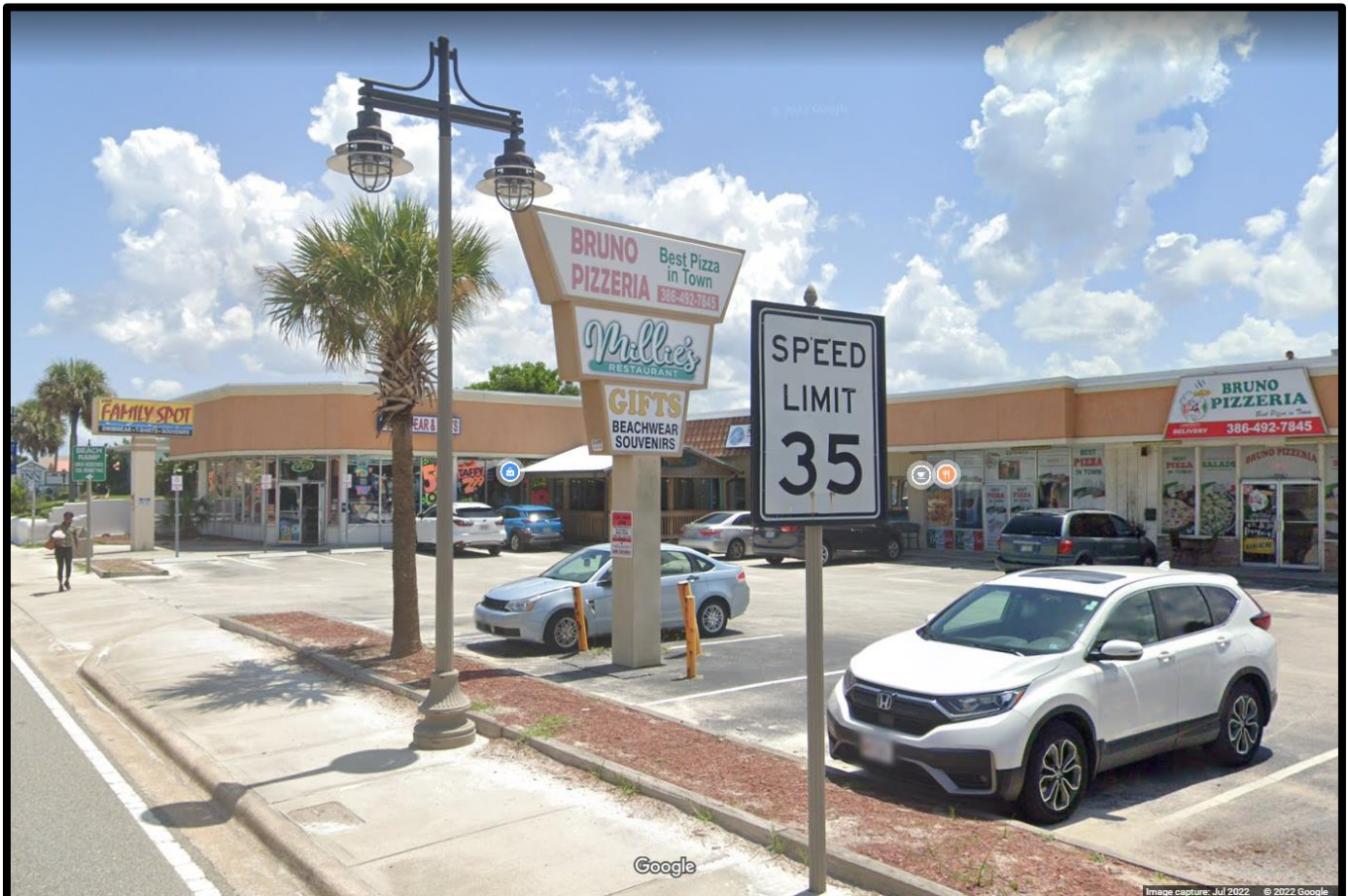


EXHIBIT C

Eligibility Requirements Analysis Table: 3218 S. Atlantic Avenue

ID	Eligibility Criteria	Status	Criteria Met
1	Sign shall not be abandoned	Sign is not abandoned.	Yes
2	Nonconforming freestanding pole/sign pre-existed Ord. 2012-02	Sign pre-existed Ord. 2012-02	Yes
3	Temporary sign and exempt signs do not qualify	Sign is not temporary or exempt	Yes
4	Property shall be located in a commercial/hotel district	Property is located in the Hotel District	Yes
5	Property shall abut S. Atlantic Avenue or Dunlawton Boulevard	Property abuts S. Atlantic Avenue	Yes
6	Sign shall serve to advertise an onsite business	Sign advertises an onsite business	Yes
7	There shall be an active business on site	The advertised business is active	Yes
8	No prior sign work/cost shall be eligible for grant funding	Applicant is aware of this condition	Yes
9	Sign design and plan shall conform to all applicable City standards	Applicant is aware of this condition	Yes*
10	No delinquent accounts payable to City	Applicant is aware of this condition	Yes*
11	Properties subject to Code Enforcement action shall not qualify for this grant.	Property is not subject to CE action	Yes

Note: * Staff is recommending this item as a condition if approved.

Application Summary Description Table:

ID	Parameter	Application	Parameter Met	Added Priority
1	Sign Grant Limit	Requested Amount		
	15% of costs w/ min of \$2,000 and max of \$3,000	\$2,025	Yes	
2	Sign Work Type Permitted			
	Alteration or Removal	Removal w. New Sign	Yes	Yes
3	Work Detail Permitted			
	Design/engineering, sign making, installation, and/or alteration.	Design/engineering, sign making, installation	Yes	
4	Variance Required	No		Yes
5	Existing/Previous Sign Level of Nonconformity	Medium		NA



CITY COUNCIL AGENDA MEMORANDUM SEPTEMBER 27, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Stewart Cruz, Community Services Director
PREPARED BY: Stewart Cruz, Community Services Director
SUBJECT: Veterans Park Project

SYNOPSIS:

On September 27, 2022, the City Council is scheduled to approve the Daytona Beach Shores FY 2022-2023 Budget, which includes funding for a Veterans Park Project. The park project concept originated due to the creation of the US Space Force service branch as part of the US Armed Forces. Veterans Park currently does not contain the US Space Force representation. Therefore, there is a need to improve the park accordingly. In addition, to improve the park's functionality, the project will include the following changes:

1. Relocate: American flag, Armed Forces flags & park monument; and
2. Additions: Space Force flag, a bench with the Space Force seal, two connecting sidewalks, landscaping (as a backdrop to the flags) & an event photo area.

The attached exhibit includes two concept options: *Option 1* - The focal point is arranged in a semi-circle for a tighter feel and appearance; and *Option 2* - The focal point is arranged in a wider area to match the internal circulation pattern of the park.

Staff is seeking guidance from the City Council on which option is preferred.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

Council discretion.

RECOMMENDATION:

Staff is seeking guidance from the City Council on which Veterans Park Project option is preferred.

SUGGESTED MOTION:

A City Council Member may move as follows:

1. "I move to approve the Veterans Park Project Option 1 concept."

OR

2. "I move to approve the Veterans Park Project Option 2 concept."

ATTACHMENT: 1. Veterans Park Project Concept Options-9-19-22



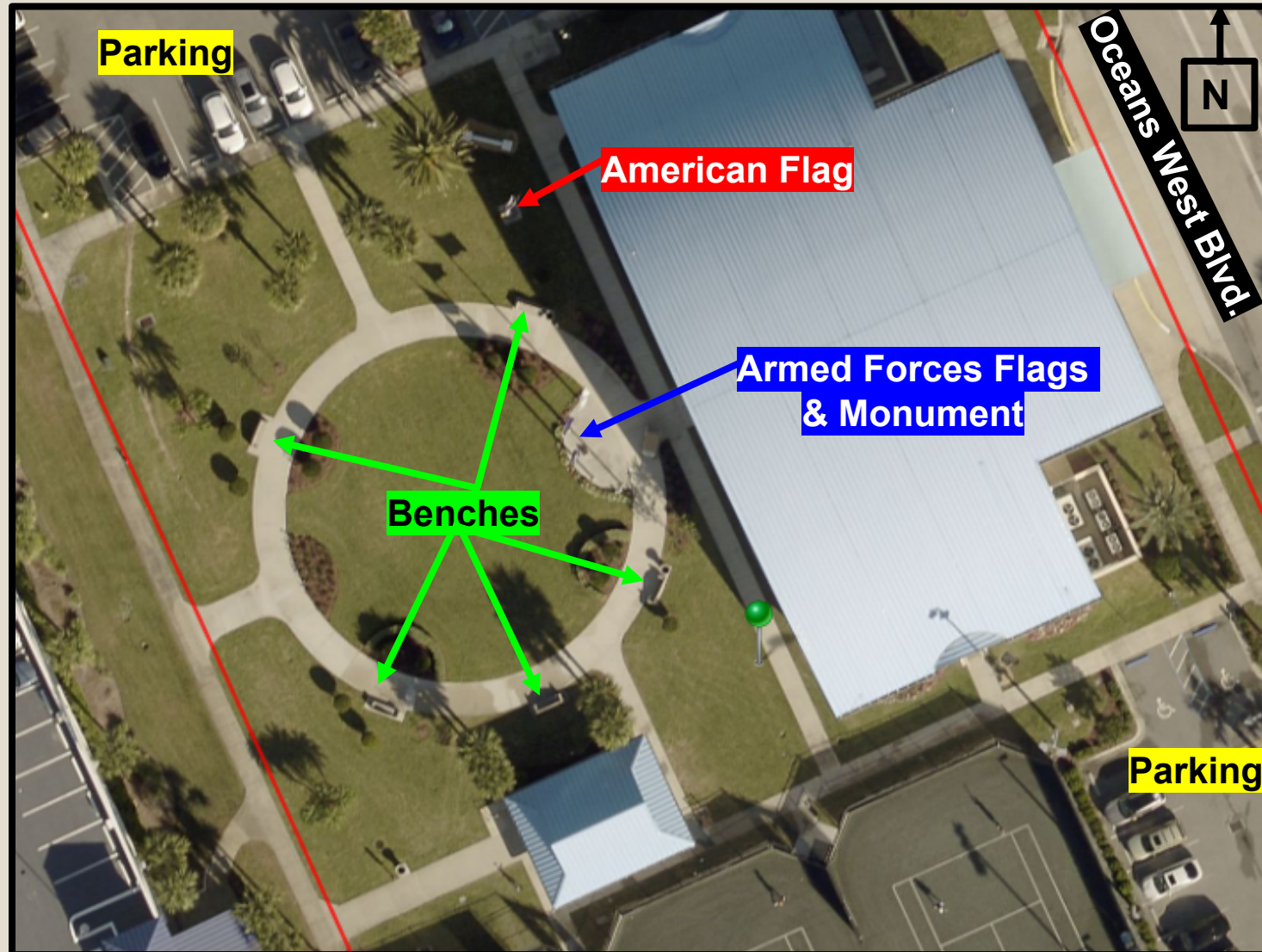
City Council

VETERANS
PARK
PROJECT

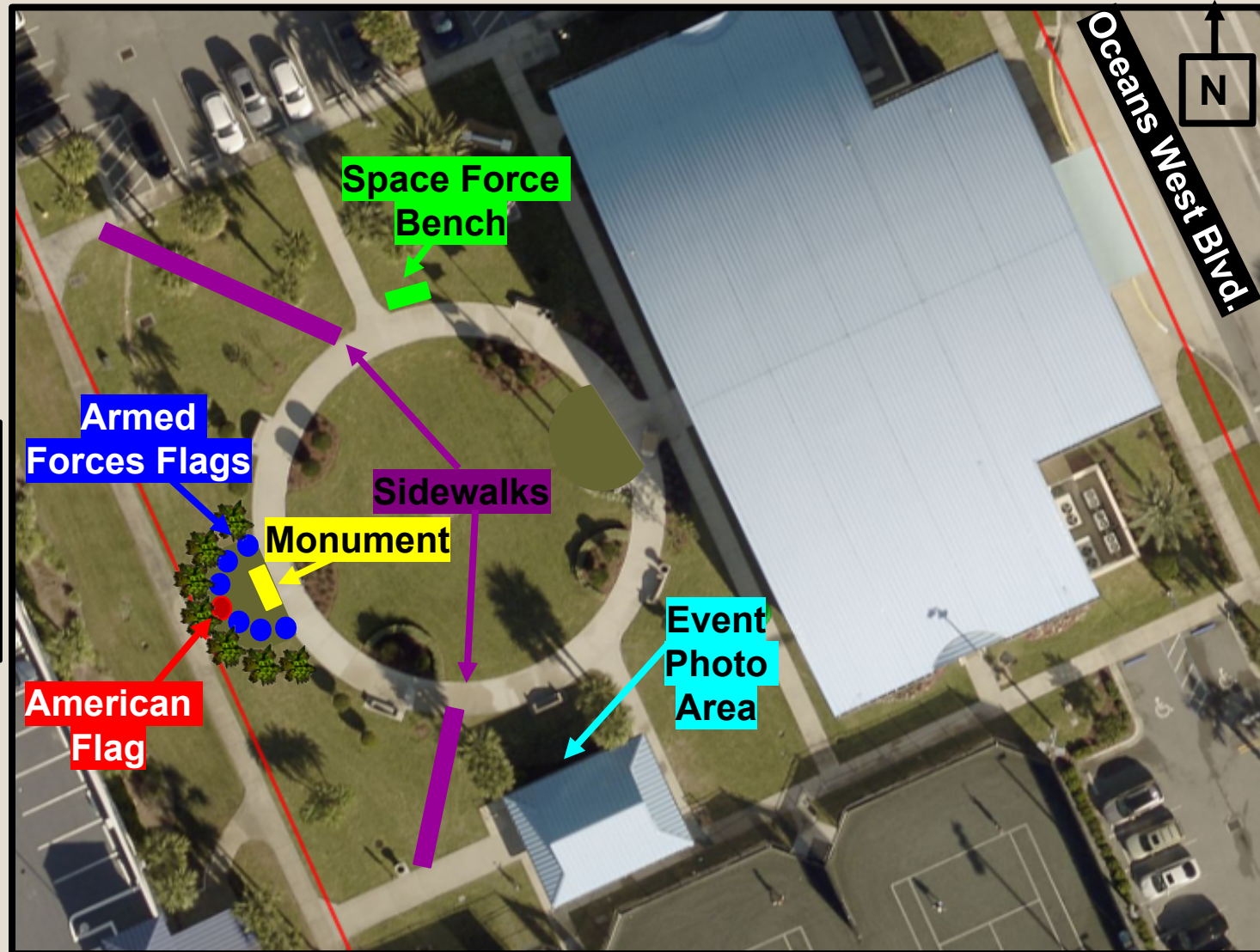
VETERANS PARK LOCATION-Aerial View



VETERANS PARK-Aerial View



VETERANS PARK: Proposed Changes-Option 1



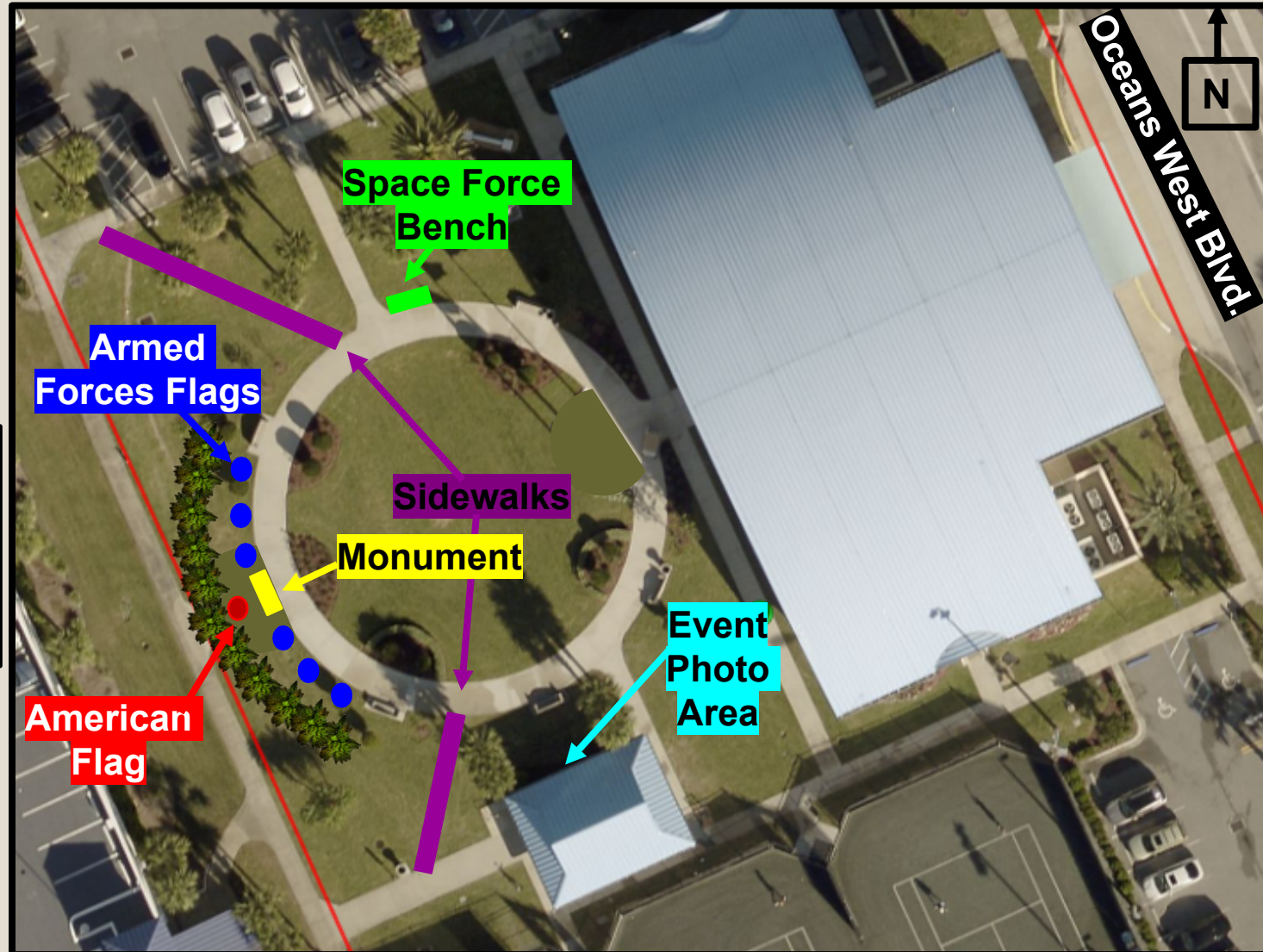
RELOCATE:

- (1) Flags
- (2) Monument

ADD:

- (1) Space Force Flag
- (2) Space Force Bench
- (3) Sidewalks
- (4) Event Photo Area
- (5) Landscaping

VETERANS PARK: Proposed Changes-Option 2



RELOCATE:

- (1) Flags
- (2) Monument

ADD:

- (1) Space Force Flag
- (2) Space Force Bench
- (3) Sidewalks
- (4) Event Photo Area
- (5) Landscaping