



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING OCTOBER 25, 2022 6:00 PM, Shores Community Center, 3000 Bellemead Drive Daytona Beach Shores, FL 32118

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

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
- 6. APPROVAL OF MINUTES**
 - A. City Council Minutes October 11, 2022
- 7. CONSENT AGENDA:**
 - A. Public Safety September report

- B. Community Services Department Monthly Report - September 2022
- C. Mead & Hunt Continuing Services Contract
- D. Tyler Technologies Saas (Software as a Service) Contract

8. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report

9. REPORTS OF THE CITY MANAGER:

- A. CM Report October 25, 2022

10. OLD BUSINESS:

- A. Ordinance 2022-16: Voluntary Annexation - 2822 S. Atlantic Avenue
- B. Ordinance 2022-18: Voluntary Annexation - 3615 Cardinal Boulevard
- C. Ordinance 2022-19: Voluntary Annexation - 105 Broad Avenue

11. QUASI-JUDICIAL HEARING

- A. Ordinance 2022-22: Application to Amend Zoning Map RZ12022032-Parcel 5322-00-04-0170 (2616 S. Atlantic Avenue)

12. NEW BUSINESS:

- A. Ordinance 2022-20: Amendment to establish the minimum required off-street parking spaces for Interior Storage Facility.
- B. Ordinance 2022-21: Comprehensive Plan Future Land Use Map Amendment CPA12022031-Parcel 5322-00-04-0170 (2616 S. Atlantic Ave.)
- C. Non-conforming Sign Removal Incentive Grant Application: 2616 S. Atlantic Avenue, 91 Oneida, LLC (All Aboard Storage and Sherwin Williams)
- D. Ordinance 2022-17: Voluntary Annexation - 2820 S. Atlantic Avenue
- E. Resolution 2022-11: A Resolution To Allow Certain Temporary Signs For Businesses As A Result Of Hurricane Ian

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.

**MINUTES
CITY COUNCIL MEETING
October 11, 2022
3000 Bellemead Drive, Daytona Beach Shores, FL 32118**

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney John Cary, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Economic Development and Public Affairs Director Nancy Maddox, and Public Safety Director Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

Mayor Miller read a proclamation thanking the employees who worked during Hurricane Ian. She introduced Public Safety Director Michael Fowler and invited everyone to the pinning ceremony on Friday.

6. APPROVAL OF MINUTES

A. City Council Workshop Minutes September 27, 2022

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Approve the City Council Workshop Minutes of September 27, 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

B. City Council Minutes September 27, 2022

VICE MAYOR MEL LINDAUER moved, seconded by COUNCILMEMBER CHRIS CONOMOS to Approve the City Council Minutes of September 27, 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

7. CONSENT AGENDA:

8. REPORTS OF THE CITY ATTORNEY:

A. City Attorney Report October 11, 2022

Attorney John Cary reviewed his report for the council. There were no additional questions.

9. REPORTS OF THE CITY MANAGER:

A. CM Report October 11, 2022

The City Manager, along with the Public Safety Director and Community Services Director, gave a 45 minute presentation to the council that included both pre and post-storm activities by the city staff.

10. OLD BUSINESS:

11. NEW BUSINESS:

A. Ordinance 2022-16: Voluntary Annexation - 2822 S Atlantic Avenue

City Planner Noel Eaton stated that the proposed ordinance was for a voluntary annexation of a single family residence at 2822 S. Atlantic Avenue. All due public notice and annexation criteria have been met. Staff recommended approval.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Approve Ordinance 2022-16 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. Ordinance 2022-17: Voluntary Annexation - 2820 S Atlantic Avenue

Attorney Cary read the ordinance by title. City Planner Noel Eaton stated that the proposed ordinance was for a voluntary annexation of a single family residence at 2820 S. Atlantic Avenue. All due public notice and annexation criteria have been met. Staff recommended approval. Ms. Eaton did note that staff had been advised of potential code enforcement violations and they would be investigated. Alice Klein, the neighbor to the north of the property, informed the council that she had a problem with the neighbor. They have quite a few dogs who bark constantly. Dr. Saundra Harrisman, who lives at 2814 S. Atlantic Avenue, has concerns that the homeowners are breeding the dogs. She felt there were possibly 9 citations from animal control. She is concerned that our city code is perhaps more lax than the county. The council held a brief discussion regarding the potential animal control issues.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD BRYAN to table Ordinance 2022-17 until October 25, 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

C. Ordinance 2022-18: Voluntary Annexation - 3615 Cardinal Boulevard

Attorney Cary read the ordinance by title. City Planner Noel Eaton stated that the proposed ordinance was for a voluntary annexation of a single family residence at 3615 Cardinal Boulevard. All due public notice and annexation criteria have been met. Staff recommended approval.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER CHRIS CONOMOS to Approve Ordinance 2022-18 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

No: None

D. Ordinance 2022-19: Voluntary Annexation - 105 Broad Avenue

Attorney Cary read the ordinance by title. City Planner Noel Eaton stated that the proposed ordinance was for a voluntary annexation of a single family residence at 105 Broad Avenue. All due public notice and annexation criteria have been met. Staff recommended approval.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Approve Ordinance 2022-19 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

- E. Resolution 2022-10: Consideration to waive city building permit fees for Hurricane related damages

Attorney Cary read the Resolution by title. Community Services Director Stewart Cruz explained that the initial duration would be for 30 days. The City Manager and Mayor may extend the duration in increments of 30 days, not to exceed 90 days. The waiver does not apply to re-inspection fees or surcharges imposed by the state. Proof of storm damage is required. It was stated to make every attempt to ensure the contractor did not charge the property owner for the permit fee.

COUNCILMEMBER CHRIS CONOMOS moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve Resolution 2022-10 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

- F. Discussion on Temporary Signage For Businesses

Community Services Director Stewart Cruz stated that 14 non-conforming signs collapsed during the storm. Staff recommended a maximum of two temporary signs, assuming that two existing signs were damaged in the storm. They can consist of two banners or a banner and an A-frame sign. The banner has a maximum size of 32 square feet. The duration would be for up to 180 days or 6 months.

Linda Toffolo, owner of the Daytona Diner spoke. She lost her sign and would like to utilize two banners she had from the past. She would place one on each side of her sign frame. Mayor Miller requested staff to work with Ms. Toffolo the temporary banners. The council liked staff recommendations for the temporary signs and requested a resolution to formalize the process be brought to the next meeting.

12. COUNCIL COMMENTS:

Mayor Miller reminded the audience of Coffee with the Mayor on Wednesday. The guest speaker will be Senator Tom Wright. The entire council thanked city staff for all their hard work before, during and after the storm.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Charlie West, a resident of Daytona Beach on S. Peninsula, spoke to the council regarding noise pollution. He believes it is coming from the Peck Plaza chiller. It started in early September and it is affecting his ability to sleep. He felt the high pitch tone was in the key of D at 450 hz. He has to wear noise-reducing headphones when he is inside his home. He asked council for assistance.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

resolution for temporary signs

15. ADJOURNMENT:

The meeting ended at 7:45 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 SEPTEMBER 2022

	Sep-22	22/YTD	Sep-21	21/YTD
<i>Police Related Calls</i>	2,608	18,768	2,186	18,658
<i>Fire Related Calls</i>	131	375	32	381
<i>Rescue Related Calls</i>	98	959	104	845
<i>Fire Related Alarms Sounding</i>	23	252	18	109
<i>Traffic Citations</i>	182	2,208	116	1,943
<i>Written Warnings</i>	76	445	21	45
<i>Building Inspections</i>	34	304	45	82
<i>Arrests: Adults</i>	49	330	41	296
<i>Juveniles</i>	0	7	0	2
<i>City Ordinance Charges</i>	2	4	0	0
<i>Florida State Statute Charges</i>	61	528	94	515
<i>Accidents: Total</i>	11	190	19	192
<i>Street/Highway</i>	5	97	7	100
<i>Parking Lot</i>	6	93	12	102

Michael Fowler, Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2022-09-01 through 2022-09-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISCELLANEOUS LE CALL	MISC	490	18.79 %	16.33
EXTRA PATROL	EP	420	16.10 %	14.00
TRAFFIC STOP	TS	404	15.49 %	13.47
PROPERTY CHECK	PRC	300	11.50 %	10.00
SUSP PERSON	SPER	87	3.34 %	2.90
SUSP VEHICLE	SVEH	74	2.84 %	2.47
TELEPHONE HANDLE	THC	69	2.65 %	2.30
DIRECTED PATROL REQUEST	DPR	50	1.92 %	1.67
MEDICAL EMERGENCY	MED1	44	1.69 %	1.47
FIRE ALARM	ALARMF	41	1.57 %	1.37
SUSPECT STOP	SS	39	1.50 %	1.30
SUSP INCIDENT	SINC	33	1.27 %	1.10
SPECIAL DETAIL	SDL	32	1.23 %	1.07
FLAG DOWN	FLAG	22	0.84 %	0.73
BUSINESS ALARM	ALARMB	19	0.73 %	0.63
DISTURBANCE	DIST	19	0.73 %	0.63
ZONE ACCOUNTABILITY PATR	ZAP	18	0.69 %	0.60
MEDICAL NON-EMERG	MED2	17	0.65 %	0.57
WELL BEING CHECK	WBC	17	0.65 %	0.57
DANGEROUS COND FD	DCFD	16	0.61 %	0.53
WALKUP	WALKUP	16	0.61 %	0.53
CIVIL COMPLAINT	CIVIL	14	0.54 %	0.47
TRESPASSERS	TRES	14	0.54 %	0.47
ELEVATOR CALL	ELEV	12	0.46 %	0.40
THEFT	THEFT	12	0.46 %	0.40
DISABLED VEHICLE	DAV	11	0.42 %	0.37
FOUND PROPERTY	PROPF	11	0.42 %	0.37
HAZARDOUS COND	HZM	10	0.38 %	0.33
INVESTIGATION	INV	10	0.38 %	0.33
NARCOTICS	NARC	10	0.38 %	0.33
RADAR	RADAR	10	0.38 %	0.33
TOWED VEHICLE	TOW	10	0.38 %	0.33
WARRANT	WAR	10	0.38 %	0.33
911 CK/OPEN LINE	911CK	9	0.35 %	0.30
ANIMAL COMPLAINT	AC	9	0.35 %	0.30
FALL- NON EMERGENCY	TRAU3	8	0.31 %	0.27
MENTALLY ILL PER	MIP	8	0.31 %	0.27
POWER LINES HAZARD	PL	8	0.31 %	0.27
RECKLESS DRIVER	RD	8	0.31 %	0.27
ROAD OBSTRUCTION	RDOB	8	0.31 %	0.27
TEST LE CALL	TEST	8	0.31 %	0.27
ASSAULT/BATTERY	ABAT	7	0.27 %	0.23
BURGLARY ALARM	ALARM	7	0.27 %	0.23
DRUNK DRIVER	DUI	7	0.27 %	0.23
MVA	MV	7	0.27 %	0.23
DOMESTIC DISTURBANCE	DV	6	0.23 %	0.20

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2022-09-01 through 2022-09-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISC FIRE SERVICE CALL	MISCF	6	0.23 %	0.20
ASSIST AGENCY	ASSIST	5	0.19 %	0.17
HOUSE WATCH	HW	5	0.19 %	0.17
INFORMATION GIVEN	INFO	5	0.19 %	0.17
STRUCTURAL COLLAPSE	SC	5	0.19 %	0.17
SUICIDAL PERSON	SP	5	0.19 %	0.17
TRAFFIC CONTROL	TC	5	0.19 %	0.17
DEAD PERSON	DEAD	4	0.15 %	0.13
HIT&RUN MVA	MVHR	4	0.15 %	0.13
ILLEGAL PARKING	PARK	4	0.15 %	0.13
MEDICAL UNKNOWN	ALARMM	4	0.15 %	0.13
MVA W/ INJURIES	MVI	4	0.15 %	0.13
NE ASST- FIRE REQ	LEO2	4	0.15 %	0.13
NOISE	NOISE	4	0.15 %	0.13
STROKE / CVA	CVA	4	0.15 %	0.13
CARBREAK	CB	3	0.12 %	0.10
DANGEROUS COND PD	DCPD	3	0.12 %	0.10
FIGHT	FIGHT	3	0.12 %	0.10
FLEEING DRIVER	FLEE	3	0.12 %	0.10
SMOKE ODOR IN STRUCTURE	SMODIS	3	0.12 %	0.10
TRAUMA CRITICAL	TRAUE	3	0.12 %	0.10
UNCONSCIOUS	UNC	3	0.12 %	0.10
WALK & TALK	WT	3	0.12 %	0.10
ATT TO CONTACT	ATC	2	0.08 %	0.07
ATTEMPTED SUICIDE	ASUI	2	0.08 %	0.07
CITY ORDINANCE VIOLATION	COV	2	0.08 %	0.07
ESCORT	ESCORT	2	0.08 %	0.07
HOLD UP ALARM	ALARMH	2	0.08 %	0.07
LOST PROPERTY	PROPL	2	0.08 %	0.07
MISSING PERSON	MP	2	0.08 %	0.07
OPEN DOOR	OPD	2	0.08 %	0.07
PROWLER	PROW	2	0.08 %	0.07
RECOVERED SIG 10	SVR	2	0.08 %	0.07
REPOSSESSED VEH	REPO	2	0.08 %	0.07
STRUC FIRE COMM/HIGHRISE	SFCH	2	0.08 %	0.07
THREATENING CALL	TCALL	2	0.08 %	0.07
TRAUMA EMERGENCY	TRAU1	2	0.08 %	0.07
TRAUMA NON EMERG	TRAU	2	0.08 %	0.07
ALZHEIMERS	ALZ	1	0.04 %	0.03
BURG/BUSINESS	BURGB	1	0.04 %	0.03
BURGLARY	BURG	1	0.04 %	0.03
CAR BREAK	CB1	1	0.04 %	0.03
CIVIL SERVICE	CIVILS	1	0.04 %	0.03
DEPOSITS	DEP	1	0.04 %	0.03
DOMESTIC VIOLENCE INJUCT	DVI	1	0.04 %	0.03
FAILURE TO PAY	FTP	1	0.04 %	0.03

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2022-09-01 through 2022-09-30

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
FIRST AID CALL	FAID	1	0.04 %	0.03
FRAUD	FRAUD	1	0.04 %	0.03
HARRASSING CALLS	HCALL	1	0.04 %	0.03
JUVENILE	JUV	1	0.04 %	0.03
MISSING PERSON RECOVERED	MPR	1	0.04 %	0.03
MVA MAJOR	MVMI	1	0.04 %	0.03
MVA UNK INJURIES	MVUNK	1	0.04 %	0.03
MVA W/ HAZARD	MVH	1	0.04 %	0.03
PRISONER TRANS	PT	1	0.04 %	0.03
SHOPLIFTING	SHOP	1	0.04 %	0.03
SMOKE INVESTIGATION	SMOKE	1	0.04 %	0.03
STOLEN VEHICLE	SV	1	0.04 %	0.03
SUSPICIOUS VEHICLE	SVEH1	1	0.04 %	0.03
TRAFFIC LITE OUT	TLO	1	0.04 %	0.03
TRAUMA NON-EMERG	TRAU2	1	0.04 %	0.03
VANDALISM	VAND	1	0.04 %	0.03
WATER RESCUE	WATER	1	0.04 %	0.03
TOTAL CALLS:		2,608	100.00%	86.93

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

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

SEPTEMBER 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	18	0	0	43	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	1	0	0	6	3	4	14	2	0
VEHICLE CRASHES W/ENGINE RESPONSE	0	0	0	3	1	1	6	3	3
SERVICE CALLS	50	2	0	159	12	3	223	23	3
FIRE ALARMS	22	0	1	134	3	2	144	2	0
CANCELLED EN ROUTE	56	3	1	81	18	16	42	17	20
TOTALS	147	5	2	427	42	30	458	55	28

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	1	37	29	63	58
HOTEL/MOTEL	6	2	36	21	35	31
ASSEMBLY	0	0	1	2	2	1
MERCANTILE	0	0	28	7	20	3
RESTAURANT	0	1	17	9	13	4
BUSINESS	6	1	76	9	64	8
OTHER	8	1	49	3	24	2
CONSTRUCTION	0	0	23	7	38	5
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	1	2	33	8	18	10
TOTALS	26	8	300	95	277	122

PLANS EXAMINATION HOURS: 0 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

SEPTEMBER 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	39	8	1	295	35	4	386	64	11
BLS CALLS	41	8	1	302	46	5	242	64	24
TOTALS	80	16	2	597	81	9	628	128	35



Daytona Beach Shores Department of Public Safety
Office of Director Michael Fowler
3050 S. Atlantic Ave.
Daytona Beach Shores, FL 32118
Office 386-763-5333

MONTHLY REPORT FOR SEPTEMBER 2022

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

Service public works generator	
Change fuel filter	veh #E-77
Replace wiper blades	veh #167
Replace battery	Generator



Daytona Beach Shores Department of Public Safety
Office of Director Michael Fowler
3050 S. Atlantic Ave.
Daytona Beach Shores, FL 32118
Office 386-763-5333

TRAINING SEMINARS ATTENDED

Month of September 2022

<i>Molly Billue</i>	<i>9/12-23/2022</i>	<i>At scene traffic crash Traffic homicide inv. IPTM Jacksonville</i>
<i>Heather Wooleyhan Parker Sweeney</i>	<i>9/19-23/2022</i>	<i>Speed Measurement DSC</i>
<i>Jessica Long</i>	<i>9/12-16/2022</i>	<i>FDLE Leadership Academy, Broward</i>

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – September, 2022

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 1
 Submitted this Fiscal Year: 14
 Approved by Staff this Month: 0
 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: 0

Building Division

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

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Javins Residence	3255 South Atlantic Avenue, Unit 502	9/1	Replace cabinets and counter tops	\$15,800.00	\$161.50
Forman Residence	105 Florida Shores Boulevard	9/1	Remodel kitchen	\$15,000.00	\$154.75
Puc Residence	3003 South Atlantic Avenue, Unit 3B4	9/1	Remodel kitchen, remove wall, new cabinets	\$45,522.00	\$329.18
Leman Residence	3641 South Atlantic Avenue, Unit 101	9/1	Condo remodel	\$50,000.00	\$352.09
Oceans Four Condo	3003 South Atlantic Avenue	9/2	Replace B stack trash room sump pump	\$10,000.00	\$47.50
Schneider Residence	4 Oceans West Boulevard, Unit 704C	9/6	Replace 9 windows, size for size	\$11,200.00	\$129.10
Eisenschmidt Residence	4 Oceans West Boulevard, Unit 604C	9/6	Replace 9 windows, size for size	\$11,337.00	\$129.10
Labrecque Residence	3807 South Atlantic Avenue, Unit 102	9/7	Remove and replace 2 sliding glass doors	\$11,865.00	\$129.10
Daytona Beach Shores Hotel	2323 South Atlantic Avenue	9/7	Renovate hotel rooms to include PTACs	\$18,000.00	\$156.70
Daytona Beach Shores Hotel	2323 South Atlantic Avenue	9/7	Plumbing for 120 hotel room renovation with condensate	\$120,000.00	\$2,768.27
Daytona Beach Shores Hotel	2323 South Atlantic Avenue	9/7	Remodel lobby and common areas, add break room	\$891,880.00	\$3,139.54

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Daytona Beach Shores Hotel	2323 South Atlantic Avenue	9/7	Renovate hotel guestrooms	\$140,000.00	\$930.43
Daytona Beach Shores Hotel	2323 South Atlantic Avenue	9/7	Patch and exterior painting	\$45,000.00	\$323.64
Oceans One Condo	3051 South Atlantic Avenue	9/7	Install fire alarm	\$317,102.00	\$455.92
Oceans Four Condo	3003 South Atlantic Avenue	9/9	Replace kitchen cabinets and tops in Social Room	\$12,990.00	\$137.65
Blue Coast Surf Shop	3110 South Atlantic Avenue	9/12	Rebuild top two floors	\$421,000.00	\$1,977.72
Danis Residence	2837 South Atlantic Avenue	9/13	Replace garage door	\$15,514.00	\$161.50
Turner Residence	2425 South Atlantic Avenue, Unit 703	9/13	Replace 1 sliding glass door	\$10,550.00	\$120.55
Paul Residence	1925 South Atlantic Avenue, Unit 901	9/13	Re-tile 2 showers and replace all fixtures	\$10,000.00	\$112.00
Blue Coast Surf Shop	3110 South Atlantic Avenue	9/14	Rewire building as per plans	\$20,000.00	\$119.00
Kennedy Residence	3746 Cardinal Boulevard	9/14	Install a 16KW Photovoltaic system on roof	\$41,500.00	\$306.42
Daytona Beach Shores Hotel	2323 South Atlantic Avenue	9/14	Replace fixtures and all devices	\$20,000.00	\$3,068.85
Sherwin Condo	2555 South Atlantic Avenue	9/15	Modify telcom equipment on existing tower	\$47,000.00	\$335.02
Addington-Lee Residence	3601 South Atlantic Avenue, Unit 401	9/16	Remodel master and guest bathrooms	\$17,500.00	\$172.20
Wiersma Residence	2947 South Atlantic Avenue, Unit 201	9/16	Kitchen cabinets, tops, bath vanities, tops, fixtures	\$30,000.00	\$238.31
Island Liquors	2400 South Atlantic Avenue	9/19	Add A/C condensate, 1 lavatory, and 1 toilet	\$20,000.00	\$47.50
Ly Property	3300 South Atlantic Avenue	9/20	Re-pipe house	\$13,525.00	\$69.50
Oceans Cloverleaf North	4 Oceans West Boulevard	9/20	Replace sliding glass door	\$27,175.00	\$226.69
Otero-Arce Residence	2055 South Atlantic Avenue, Unit 806	9/20	New kitchen cabinets, remodel island	\$17,500.00	\$172.20
Hughes Residence	3145 South Atlantic Avenue, Unit 404	9/21	Master bath remodel, new vanities, tops, tub, shower	\$27,590.00	\$226.81
Shores Resort and Spa	2637 South Atlantic Avenue	9/22	Replace existing chiller	\$93,000.00	\$684.80
Tropic Shores Condo	3111 South Atlantic Avenue	9/22	Change out 7.5 ton split system	\$18,650.00	\$163.30
Sloan Residence	3 Oceans West Boulevard, Unit 7D3	9/23	Replace 1 window and 4 sliding glass doors	\$30,281.00	\$243.79
Wolfe Residence	2615 South Atlantic Avenue, Unit 3F	9/27	Replace 4 windows	\$14,194.00	\$154.75
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$2,610,675.00	\$17,945.38

Building Division Revenue by Permit Category:

PERMIT TYPE	SEPTEMBER 2022	FISCAL YEAR-TO- DATE 2021 TO 2022	SEPTEMBER 2021	LAST FISCAL YEAR-TO- DATE 2020 TO 2021
BUILDING	\$9,569.55	\$156,277.29	\$12,949.31	\$198,670.74
ROOF	\$0.00	\$8,237.00	\$503.57	\$17,257.67
DEMOLITION	\$0.00	\$1,775.60	\$0.00	\$563.90
ELECTRICAL	\$4,730.77	\$28,850.23	\$2,381.85	\$31,780.97
MECHANICAL	\$3,482.70	\$41,603.82	\$3,032.16	\$43,300.37
PLUMBING	\$5,031.27	\$34,585.07	\$3,366.52	\$40,119.79
SIGN	\$11.00	\$2,026.56	\$347.10	\$3,211.96
POLITICAL SIGN BONDS	\$220.00	\$1,100.00	\$0.00	\$220.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$16.50	\$2,743.30	\$288.25	\$1,380.95
DEVELOPMENT FEES	\$0.00	\$16,501.22	\$506.00	\$3,216.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$23,061.79	\$293,700.09	\$23,374.76	\$339,722.35

Building Division Activities:

ACTIVITY	SEPTEMBER 2022	FISCAL YEAR-TO- DATE 2021 TO 2022	SEPTEMBER 2021	LAST FISCAL YEAR-TO- DATE 2020 TO 2021
INSPECTIONS	235	3,302	291	3,565
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	30	0	1
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	2	0	2
FINAL INSPECTIONS	148	2,203	181	2,167
FAILED INSPECTIONS	14	183	13	246

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

Projects Begun Current Fiscal Year-to-Date – 2021 to Present: \$34,841,244.00

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 - SEPTEMBER 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: Worked on exit gates, TV installs, met with AC contractor, work on SE fire bay door
- Facilities: Prime stucco repairs and assist with sandbags
- City Hall/Community Center: Worked on men's bathroom wall, paint new planner's office, installed a plan review monitor and helped install storm shutters
- ALL BUILDINGS: Prepared city buildings for Hurricane Ian; one employee stayed overnight at City Hall for two nights and three days to assist with hurricane response; and both employees came in for after hurricane clean up and assessment

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:

- Pressure washed/painted wall and spruced up at Beachcomber Park
- Took down the street banners in preparation for Hurricane Ian
- Prepared the city building, parks and streets for Hurricane Ian
- Several employees stayed overnight at City Hall for two nights and three days to assist with hurricane response
- Began clean-up after the hurricane

Electrician:

- Removed old power and box for electric car charger system at Community Center
- Fixed lights in PS sally port
- Hooked up a new pump and driver at sewer station 1
- Add and move electrical and cable in Chief's office
- Repaired sidewalk lights on Oceans West Blvd
- Prepared for Hurricane Ian
- Picked up and safe offed wires and broken poles after the hurricane

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:

- Sewer Credit pool meter read - 1
- Sewer line locates - 33
- Fixed the clean out at 2400 A1A, checked tie in at 2847 A1A and 2902 A1A
- Continued work on painting sewer stations, pipes and valves
- Replaced pump 2 starter at station 1
- Prepared the stations for Hurricane Ian, two employees stayed overnight at City Hall for two nights and three days to assist in hurricane readiness
- Assisted with beginning clean up from Hurricane Ian
- Met with FPL and Spectrum to restore service at all stations



CITY COUNCIL AGENDA MEMORANDUM OCTOBER 25, 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 Services Contract

SYNOPSIS:

A continuing services contract with Mead & Hunt for engineering services piggybacked off the City of South Daytona's contract granted by authority given through Florida State Statute Chapter 287.

FISCAL IMPACT STATEMENT:

Granting acceptance of this contract has the possibility of saving taxpayers money on engineering services utilized by the city on numerous projects.

BACKGROUND:

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 according to Florida State Statute Chapter 287 if approved in its entirety by council.

LEGAL REVIEW:

Approved as to form and legality.

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. Mead and Hunt Piggyback Final Agreement

**AGREEMENT BY AND BETWEEN
THE CITY OF DAYTONA BEACH SHORES, FLORIDA AND MEAD & HUNT, INC.**

THIS AGREEMENT (hereinafter the “Agreement”) is made and entered into this ____ day of _____, 2022, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality, (hereinafter referred to as the “City”), whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, and MEAD & HUNT, INC., a Wisconsin corporation authorized to do business in the state of Florida, (hereinafter referred to as “Consultant”) whose address is 2440 Deming Way, Middleton, WI 53562,. The City and Consultant may be collectively referenced herein as the “parties”.

WITNESSETH:

WHEREAS, the City is a municipal corporation in Volusia County, State of Florida; and

WHEREAS, the City has the full power and authority to enter into the transaction contemplated by this Agreement; and

WHEREAS, Consultant has entered into a Master Agreement and Continuing Contract for Professional Services with the City of South Daytona on December 14, 2021, consistent with the Florida Consultants’ Competitive Negotiation Act (Section 287.055, Florida Statutes, as amended). As such contract with another governmental agency satisfies the City’s Procurement Policy, and Consultant agrees to provide such goods and services as more particularly hereinafter described and under the terms and conditions set forth in the contract with the City of South Daytona, as detailed by this Agreement; and

WHEREAS, the Daytona Beach Shores City Council approved piggybacking the City of South Daytona’s Master Agreement at their September 27, 2022, meeting; and

WHEREAS, the Consultant agrees to provide such goods and services as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true and form a material part of this Agreement upon which the parties have relied.

2. Authority. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s)

executing this Agreement for the PARTY certify that he/she/they is/are authorized to bind the PARTY fully to the terms of this Agreement.

3. Scope of Agreement. This Agreement is for the goods and services as set forth in paragraph 3.c. of Exhibit "A" and as otherwise directed by the CITY to include all labor and materials that may be required. In addition, all provisions of the Bid Specifications, a copy of which is attached hereto as Exhibit "A" are included in this Agreement, as if set forth in full herein. To the extent that the provisions of this Agreement are in direct conflict with the provisions of Exhibit "A", then the provisions of this Agreement shall prevail.

4. Effective Date and Term of Agreement. This Agreement shall take effect on the date that this Agreement is fully executed by the Parties hereto. This Agreement shall remain in effect for 5 years from execution of this agreement, with the City having an option to renew for an additional 3 year term thereafter unless either party notifies the other party of intent not to renew, with such notice being given not less than 60 days prior to the end of any annual term, or unless otherwise terminated as provided herein. 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 30 days prior to the date of termination.

5. Compensation. The parties agree to compensation as set forth in paragraph 3.d. of Exhibit "A".

6. Public Records Compliance. PARTY agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.071(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- (c) 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 contract term and following completion of the contract if the PARTY does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the PARTY or keep and maintain public records required by the public agency to perform the service. If the PARTY transfers all public records to the public agency upon completion of the

contract, the PARTY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PARTY keeps and maintains public records upon completion of the contract, the PARTY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118.**

7. Public Records Compliance Indemnification. PARTY agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the PARTY's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by PARTY's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. PARTY authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against PARTY in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

8. Compliance/Consistency with Section 768.28, Fla. Stat. Nothing in this Agreement shall be construed as a waiver of City's sovereign immunity, or a waiver of the liability limits consistent with the requirements of Section 768.28, Fla. Stat. or the procedural requirements set forth therein. Any purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

9. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the PARTY shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the

City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

10. Venue and Jurisdiction. This Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. Worker's Compensation Insurance. Notwithstanding any of other provision to the contrary, PARTY shall maintain in full force and effect during the term of this Agreement, statutory coverage of Worker's Compensation insurance covering all employees used in the performance of work under the Agreement or shall provide the City with appropriate documentation that Worker's Compensation insurance is not required. PARTY shall indemnify and save the City harmless for any damage resulting to them for failure of PARTY to take out or maintain such insurance. Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The PARTY further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

12. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

13. Entire Agreement/Modification. This Agreement, together with the exhibit(s), constitutes the entire integrated Agreement between the CITY and the PARTY and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral. This Agreement may only be amended, supplemented or modified by a formal written amendment.

14. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

15. Waiver. The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege

granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

16. Captions. The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective parties herein.

19. Remedies. The rights and remedies of the parties, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

20. Interpretation. This Agreement is the result of *bona fide* arms length negotiations between the City and PARTY, and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Daytona Beach Shores and Consultant have executed this instrument for the purpose herein expressed.

WITNESSES:

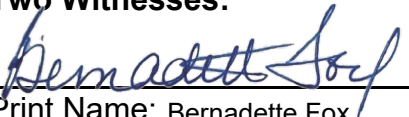




CONSULTANT:

By: 

Two Witnesses:



Print Name: Bernadette Fox

MEAD & HUNT, INC., a Wisconsin corporation



Print Name: Doris Pigott

By: 

Name: David King
Title: Vice President/Business Unit Leader
Dated: October 13, 2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of Mead & Hunt, a Wisconsin corporation, on behalf of the Company. He/she is personally known to me or has produced _____, as identification.

Signature of Notary Public
Print Name: _____
Notary Public – State of Florida
My Commission Expires: _____
Commission No.: _____

Attest:

CITY OF DAYTONA BEACH SHORES

By: Cheri Schwab, City Clerk

By: Kurt Swartzlander, City Manager



September 21, 2022

Lory Irwin, CPA, CGFO
Finance Director
City of Daytona Beach Shores
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118

Subject: City of Daytona Beach Shores Agreement

Dear Ms. Irwin:

Please find attached the current contract that Mead & Hunt, Inc. has with the City of South Daytona.

Mead & Hunt, Inc. is agreeable to allow Daytona Beach Shores to piggyback the attached City of South Daytona Continuing Services Agreement. It is our understanding that the City of Daytona Beach Shores has reviewed the Contract and agrees to the terms and conditions.

If you have any questions or require additional information, feel free to contact us.

Sincerely,

MEAD & HUNT, Inc.

A blue ink signature of David King.

David King
Vice President/Business Unit Leader

Attachment: City of South Daytona Continuing Services Agreement 2021-2026

cc: John Cary, Vose Law Firm, LLP
Tonya Sonier, Mead & Hunt, Inc.

DK/dp

**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.

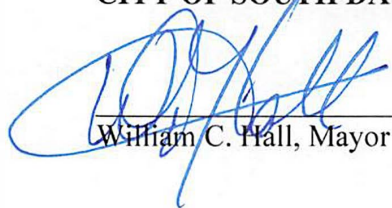
- k. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish 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.

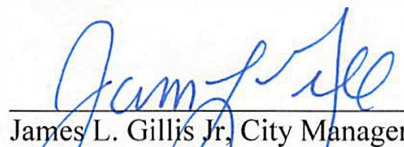
CITY OF SOUTH DAYTONA



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)



**CITY COUNCIL AGENDA MEMORANDUM
OCTOBER 25, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Council
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Tyler Technologies Saas (Software as a Service) Contract

SYNOPSIS:

Tyler Technologies (Tyler) is the City's ERP software vendor and this contract will allow Tyler to host the city's data and program externally, allowing the city's IT department to focus on other city systems..

FISCAL IMPACT STATEMENT:

BACKGROUND:

The city currently maintains it's data and ERP system internally. This contract will allow Tyler to maintain the system limiting downtime due to internal systems

LEGAL REVIEW:

RECOMMENDATION:

To approve the contract.

SUGGESTED MOTION:

Motion to approve.

ATTACHMENT:

1. Daytona Beach Shores FL SaaS Contract_PE 101422
2. Tyler Technologies Addendum



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Daytona Beach Shores, Florida.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current

Invoicing and Payment Policy is attached as Exhibit B.

- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the

failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on January 1, 2023, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, and without waiving sovereign immunity and its notice requirements and monetary limitation as provided in s.768.28, Florida Statutes, Client will indemnify and hold harmless Tyler and its agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by Client's negligence or willful misconduct; or (b) Client's violation of a law applicable to Client's performance under this Agreement. Tyler will notify Client promptly in writing of the claim and will give Client sole control over its defense or settlement. Tyler agrees to provide Client with reasonable assistance, cooperation, and information in defending the claim at Client's expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall

prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only

be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Florida Public Records Compliance. Tyler, to the extent that it is a contractor acting on behalf of the Client within the meaning of Section 119.0701(1)(a) of Florida Statutes, agrees that it will:
- a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
 - c. 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 - e. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118.**

19. Compliance/ Consistency with Scrutinized Companies Provisions of Florida Statutes. Pursuant to Section 515.473(3)(b) Tyler understands that any contract with Client for goods or services of any amount may be terminated at the option of Client if Tyler (i) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel.
20. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all

traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

21. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
22. Governing Law. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdictions of the Federal Middle District Court and the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
23. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
24. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
25. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata data platform is subject to the Socrata SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
26. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms Schedule 1: Hyperlinked Terms Schedule 2: DocOrigin Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Daytona Beach Shores, Florida

By: Robert Kennedy-Jensen

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Group General Counsel

Title: _____

Date: October 14, 2022

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Daytona Beach Shores
2990 S. Atlantic Ave.
Daytona Beach Shores, FL 32118-6002
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Sales Quotation For:

City of Daytona Beach Shores
2990 S Atlantic Ave
Daytona Beach Shores FL 32118-6002
Phone: +1 (386) 763-5328

Quoted By: Cindy Chase
Quote Expiration: 11/30/22
Quote Name: Daytona Beach Shores - ERP -
SaaS Flip (EERP & ET&A)
w/Upgrade P
Quote Description: Daytona Beach Shores - ERP -
SaaS Flip
SaaS Term 3.00

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 7,983.00
Capital Assets	1	0	\$ 3,055.00
Purchase Orders	1	0	\$ 3,055.00
Requisitions	1	0	\$ 1,910.00
Human Resources Management			
Employee Self Service	1	0	\$ 3,183.00
HR Management	1	0	\$ 7,228.00
Payroll	1	0	\$ 8,053.00
Time & Attendance - Up to 150 Employees	1	0	\$ 8,906.00
Revenue Management			
Accounts Receivable	1	0	\$ 2,672.00
Business Licenses	1	0	\$ 2,611.00
Cashiering	1	0	\$ 3,000.00

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Citizen Self Service	1	0	\$ 2,042.00
General Billing	1	0	\$ 1,529.00
Utility Billing CIS	1	0	\$ 7,214.00
Utility Billing Meter Interface	1	0	\$ 1,512.00
Content Management			
Content Manager Core	1	0	\$ 5,000.00
Data Insights			
Role Tailored Dashboard	1	0	\$ 1,543.00
Additional			
Enterprise ERP Office	1	0	\$ 1,910.00
Forms Processing	1	0	\$ 4,136.00
Subscription Fees			
Concurrent Users	5	0	\$ 5,000.00
TOTAL			\$ 81,542.00

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
Managed Detection & Response	1	0	\$ 15,000.00
Sub-Total:			\$ 15,000.00
Less Discount:			\$ 15,000.00
TOTAL:			\$ 0.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Planning Services	1	\$ 4,077.00	\$ 0.00	\$ 4,077.00	\$ 0.00
Upgrade Assistance PM	12	\$ 800.00	\$ 9,600.00	\$ 0.00	\$ 0.00
TOTAL				\$ 4,077.00	\$ 0.00

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Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 81,542.00
Total Tyler Services	\$ 4,077.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 4,077.00	\$ 81,542.00
Contract Total	\$ 248,703.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting/GL/BG/AP	\$ 7,983.00	\$ 0.00	\$ 7,983.00
Capital Assets	\$ 3,055.00	\$ 0.00	\$ 3,055.00
Purchase Orders	\$ 3,055.00	\$ 0.00	\$ 3,055.00
Requisitions	\$ 1,910.00	\$ 0.00	\$ 1,910.00
Human Resources Management			
Employee Self Service	\$ 3,183.00	\$ 0.00	\$ 3,183.00
HR Management	\$ 7,228.00	\$ 0.00	\$ 7,228.00
Payroll	\$ 8,053.00	\$ 0.00	\$ 8,053.00
Time & Attendance - Up to 150 Employees	\$ 8,906.00	\$ 0.00	\$ 8,906.00
Revenue Management			
Accounts Receivable	\$ 2,672.00	\$ 0.00	\$ 2,672.00
Business Licenses	\$ 2,611.00	\$ 0.00	\$ 2,611.00
Cashiering	\$ 3,000.00	\$ 0.00	\$ 3,000.00
Citizen Self Service	\$ 2,042.00	\$ 0.00	\$ 2,042.00
General Billing	\$ 1,529.00	\$ 0.00	\$ 1,529.00
Utility Billing CIS	\$ 7,214.00	\$ 0.00	\$ 7,214.00
Utility Billing Meter Interface	\$ 1,512.00	\$ 0.00	\$ 1,512.00
Content Management			
Content Manager Core	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Data Insights			
Role Tailored Dashboard	\$ 1,543.00	\$ 0.00	\$ 1,543.00
Additional			
Enterprise ERP Office	\$ 1,910.00	\$ 0.00	\$ 1,910.00
Forms Processing	\$ 4,136.00	\$ 0.00	\$ 4,136.00
Subscription Fees			
Concurrent Users	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Recurring Services			
Managed Detection & Response	\$ 15,000.00	\$ 15,000.00	\$ 0.00

TOTAL

\$ 96,542.00 \$ 15,000.00 \$ 81,542.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall

conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

For the avoidance of doubt, Managed Detection & Response is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for Managed Detection & Response commence on the availability of the service. Managed Detection & Response services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Managed Detection & Response service upon renewal. The quoted Managed Detection & Response amount does not include monitoring of student devices nor analysis of student network traffic. Tyler can quote an additional fee for these services.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Business license library includes: standard business license and standard renewal application.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Tyler grants Client a trial period for Tyler Detect of thirty (30) days (hereafter, the "Trial Period"), beginning with the installation of the Tyler Detect service. Your access to Tyler Detect terminates at the end of the Trial Period unless you provide written confirmation that you wish to receive Tyler Detect as a paid service. If you provide such confirmation, your year one annual subscription fee for Tyler Detect, determined with reference to the undiscounted annual fee for Tyler Detect as indicated in the Investment Summary, will be invoiced at the beginning of the one year period commencing at the end of the Trial Period. Thereafter the annual subscription for Tyler Detect shall automatically renew for additional one (1) year terms, at our then current pricing, unless terminated by either party at least thirty (30) days prior to the renewal date. The foregoing notwithstanding, your year two term and associated annual fee for Tyler Detect will be prorated to align with the applicable maintenance or SaaS term under the Agreement. Annual fees for Tyler Detect are invoiced in advance.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



Exhibit D
Schedule 2
DocOrigin Terms

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 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
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In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

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6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

CITY OF DAYTONA BEACH SHORES, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2022, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, hereinafter referred to as the “City”, and TYLER TECHNOLOGIES, INC. hereinafter referred to as “Contractor”, concerning that certain Software as a Service Agreement dated the 14th day October of 2022 (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process;

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

- (c) 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118.**

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural

requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. 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.

7. 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.

8. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

9. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

CONTRACTOR:

Print Name: _____

Title: _____

Company: _____

Attest:

CITY OF DAYTONA BEACH SHORES

By: Cheri Schwab, City Clerk

By: Kurt Swartzlander, City Manager



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
OCTOBER 25, 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: October 18, 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 October 11, 2022. Please advise if you have any questions, comments or concerns relative to these matters.

(1) *Annexation*

Held a conference with staff about the proposed annexation of a property with a history of significant code enforcement and/or animal control complaints.

(2) *Noise Ordinance*

Provided legal advice to staff regarding enforcement of the city’s noise ordinance.

(3) *Hurricane Resolution*

Worked with staff on an updated hurricane emergency resolution.

(4) *Fishing Pier*

Conducted legal research on the jurisdiction over a fishing pier that is constructed over the state’s sovereign submerged lands and east of the sea wall; called the County Attorney’s office to coordinate discussion.

(5) *Permit Fee Waiver Affidavit*

Reviewed and approved a permit fee waiver affidavit to ensure that the fee waiver savings is passed from the contractor to the customer.

(6) *Engineered Life Safety System*

Provided a legal review of an Engineered Life Safety System compliance letter for the Department of Public Safety.

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: October 19, 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 – October 25, 2022

DEBRIS REMOVAL

City Final Debris Removal will be November 5, 2022

NOVEMBER COUNCIL MEETING

Reminder that City Council Meeting will be the organizational meeting of the City Council. Due to the November 8th Election the meeting will be held on November 9th at 7:00pm.

FDEP COUNTY WIDE MEETING

The City hosted a meeting for property owners and contractors with FDEP, Volusia County and the other Coastal Cities

PERMIT FEES

To date the city has waived fees on 25 Permits equating to approximately \$4,500.



CITY COUNCIL AGENDA MEMORANDUM OCTOBER 25, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Ordinance 2022-16: Voluntary Annexation - 2822 S. Atlantic Avenue

SYNOPSIS:

Krista Goodrich agent on behalf of The Dogg Pound LLC and Peter and Vanessa Troung, property owners of the unincorporated Volusia County single-family residential property located at 2822 S. Atlantic Avenue (Exhibit 1), have petitioned the City of Daytona Beach Shores for voluntary annexation into the City's corporate limits (Exhibit 2) pursuant to Section 171.044, *Florida Statutes*. The owners purchased the property in August of 2021. If adopted, Ordinance 2022-16 will annex the subject property and adjacent right-of-way into the City limits of Daytona Beach Shores.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The subject property is approximately 0.33 of an acre with dimensions of 75' x190'. The property contains a 2,638 square foot two-story, with finished basement, single-family residential structure (Exhibit 3). Pursuant to Section 171.062, *Florida Statutes*, the owners have also submitted applications to amend the future land use and zoning classifications of the property in question to those of the City. The future land use amendment and rezoning ordinances will be adopted subsequent to the formal annexation of the subject property.

Exhibit 4 attached provides a general description of the subject property, while Exhibit 5 demonstrates compliance with the voluntary annexation requirements prescribed in Section 171.044, *Florida Statutes*.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of Ordinance 2022-16 as presented.

SUGGESTED MOTION:

A City Council Member may motion as follows:

"I move to approve Ordinance 2022-16 as presented."

- ATTACHMENT:**
1. Ord 2022-16-Voluntary Annexation-2822 S Atlantic Ave
 2. Ordinance 2022-16 Exhibit-Survey
 3. Staff Report & Exhibits-2822 S Atlantic Ave

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 2822 SOUTH ATLANTIC AVENUE (SHORT PARCEL IDENTIFICATION NUMBER 5327-05-00-0980) TOGETHER WITH ASSOCIATED RIGHT-OF-WAYS IN ACCORDANCE WITH SECTION 171.044, *FLORIDA STATUTES*; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.

WHEREAS, Dog Pound LLC., property owner, applied for annexation of property into the City of Daytona Beach Shores and is hereby determined to be the fee simple title owner of the real property described below; and

WHEREAS, the said applicants petitioned the City of Daytona Beach Shores, pursuant to Section 171.044, *Florida Statutes*, for annexation of said property into the municipal limits of the City of Daytona Beach Shores; and

WHEREAS, the subject property is currently addressed 2822 South Atlantic Avenue; and

WHEREAS, the subject property currently has a Short Tax Parcel Identification Number 5327-05-00-0980; and

WHEREAS, the City of Daytona Beach Shores has determined that all of the property which is proposed to be annexed into the City of Daytona Beach Shores is within an unincorporated area of Volusia County, is reasonably compact and contiguous to the corporate areas of the City of Daytona Beach Shores, Florida and it is further determined that the annexation of said property will not result in the creation of any enclave (and, indeed, logically fills in the City Limits of the City and is consistent with sound principles and practices relating to the delineating of jurisdictional boundaries thereby furthering sound management in terms of the provision of public facilities and services as well as sound land use planning), and it is further determined that the property otherwise fully complies with the requirements of State law and has, further, determined that associated rights-of-way should be annexed hereby; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida hereby determines that it is to the advantage of the City of Daytona Beach Shores and in the best interests of the citizens of the City of Daytona Beach Shores to annex the aforescribed property; and

WHEREAS, the provisions of Section 166.031(3), *Florida Statutes*, provide that [a] municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2); and

WHEREAS, the provisions of Section 171.091, *Florida Statutes*, provide as follows:

Recording.—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

; and

WHEREAS, the map attached hereto as Exhibit “A” shows, describes, and depicts the property and named associated rights-of-ways which are hereby annexed into the City of Daytona Beach Shores said Exhibit being incorporated into the substantive provisions of this Ordinance as if fully set forth herein verbatim.

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

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS/ANNEXATION OF PROPERTIES.

(a). The City Council of the City of Daytona Beach Shores hereby finds that the recitations set forth are true and correct and that the requirements of Section 171.044, *Florida Statutes*, as well as all other requirements of controlling law, have been complied with in every respect.

(b). Under the authority of Section 166.031 (3), *Florida Statutes*, relating to city charter amendments, “[a] municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. . . . A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State . . .” This Ordinance shall amend the boundaries of the City to include the property annexed in this Ordinance.

SECTION TWO: ANNEXATION INTO THE CITY. The real property depicted and described by metes and bounds in Exhibit “A” appended hereto, which Exhibit is made part hereof and which property is owned by the petitioning property owners, and further described as set forth below, together with the associated rights-of-way as described below, is hereby annexed into the City Limits of the City of Daytona Beach Shores, said property being described as follows:

LOT 98 LYING EASTERLY OF RIDGE AVENUE, AND THE NORTH 1/2 OF LOT 99 LYING EASTERLY OF RIDGE AVENUE, TOGETHER WITH THE EASTERLY 1/2 RIDGE AVENUE (PER DB 264, PG 543), LYING NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF LOT 99 AND SOUTH OF THE NORTH LINE OF LOT 98, ALL IN MAP OF PLAT THREE RIVER RIDGE ESTATES, MAP BOOK 9, PAGE 205, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 98; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 98 AND THE EAST LINE OF THE NORTH 1/2 OF LOT 99 TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 99; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE CENTERLINE OF RIDGE AVENUE; THENCE NORTHERLY ALONG SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 98; THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF LOT 98 AND THE POINT OF BEGINNING. CONTAINING 0.344 ACRES, MORE OR LESS.

SECTION THREE: CHANGE IN CITY BOUNDARIES/LEGAL EFFECT OF ANNEXATION. The boundary lines of the City Limits of the City of Daytona Beach Shores are hereby redefined and, upon the effective date of this Ordinance shall also encompass the annexed property as described herein and depicted in Exhibit “A”. Upon this Ordinance becoming effective, the property owner of the annexed property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City and the provisions of said Chapter 171, *Florida Statutes*.

SECTION FOUR: ADMINISTRATIVE IMPLEMENTING ACTIONS.

- (a). Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Volusia County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.
- (b). The City Manager, or designees within City management staff, shall ensure that the property annexed by this Ordinance is incorporated into the City of Daytona Beach Shores *Comprehensive Plan* and the *Official Zoning Map* of the City of Daytona Beach Shores in an expeditious manner and, in accordance with, and pursuant to, the provisions

of Under the authority of Section 166.031(3), *Florida Statutes*, the City Manager, or designees, shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties in all maps and geographical data relating to the City Limits said properties to include, but not be limited to, annexed rights-of-way and natural features.

SECTION FIVE: CONFLICTS. Any and all ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION SIX: SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION SEVEN: NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Daytona Beach Shores*, or the *Land Development Code of the City of Daytona Beach Shores*, or the *City of Daytona Beach Shores Comprehensive Plan* provided, however, that the actions taken herein shall be depicted on the pertinent maps of the City of Daytona Beach Shores by the City Manager, or designee.

SECTION EIGHT: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

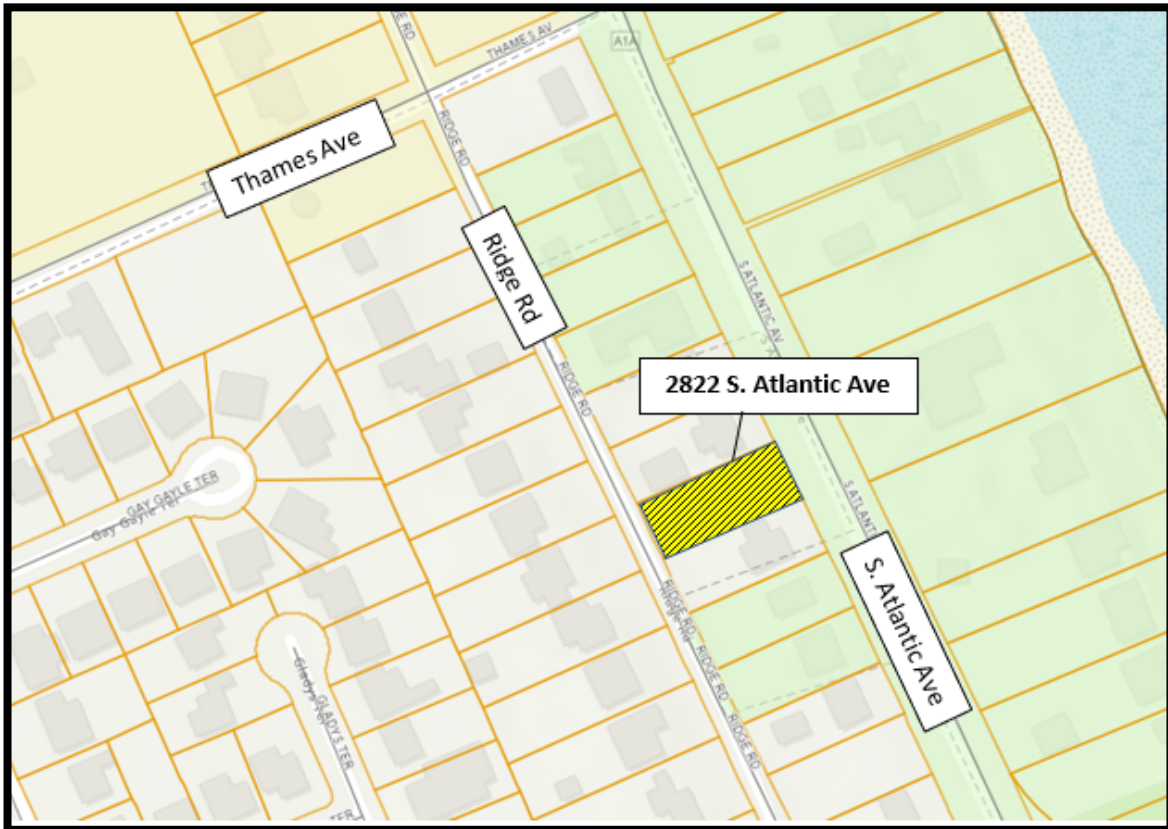
JOHN CARY, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2022.

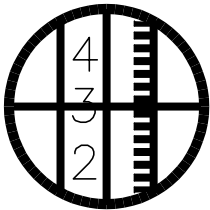
Adopted on second reading this _____ day of _____, 2022.

EXHIBIT A

(1) Location Map of Annexing Property (2822 S. Atlantic Avenue)



(2) Metes and Bounds Description/Sketch (Attached)



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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www.sligerassociates.com

SURVEYORS NOTES

- 1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
- 2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- 3. BEARING STRUCTURE ASSUMED NORTH WITH THE BEARING ON THE NORTHERLY LINE OF LOT 26, CARTER-NORWOOD REPLAT BEING N64°09'00"E.
- 4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VALID DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
- 5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
- 6. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. 12/27/2021.

DESCRIPTION

LOT 98 LYING EASTERLY OF RIDGE AVENUE, AND THE NORTH 1/2 OF LOT 99 LYING EASTERLY OF RIDGE AVENUE, TOGETHER WITH THE EASTERLY 1/2 RIDGE AVENUE (PER DB 264, PG 543), LYING NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF LOT 99 AND SOUTH OF THE NORTH LINE OF LOT 98, ALL IN MAP OF PLAT THREE RIVER RIDGE ESTATES, MAP BOOK 9, PAGE 205, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 98; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 98 AND THE EAST LINE OF THE NORTH 1/2 OF LOT 99 TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 99; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE CENTERLINE OF RIDGE AVENUE; THENCE NORTHERLY ALONG SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 98; THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF LOT 98 AND THE POINT OF BEGINNING.
CONTAINING 0.344 ACRES, MORE OR LESS.

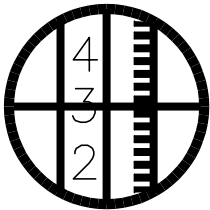
REFERENCE: 2822 S. ATLANTIC AVENUE

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	CITY OF DAYTONA BEACH SHORES, FLORIDA	09/02/2022	22-1152

SHEET 2 OF 2

FOR: CITY OF DAYTONA BEACH SHORES, FLORIDA						I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. Joseph E Zapert Digitally signed by Joseph E Zapert Date: 2022.09.06 06:31:45 -04'00' J.E. ZAPERT, P.L.S. NO. 4046
SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY	
BOUNDARY SURVEY	09/02/2022	22-1152		JM	JZ	
TOPOGRAPHIC SURVEY						
FOUNDATION LOCATED						
FINAL IMPROVEMENTS						
RECERTIFICATION						
PROPOSED HOUSE LOCATION						



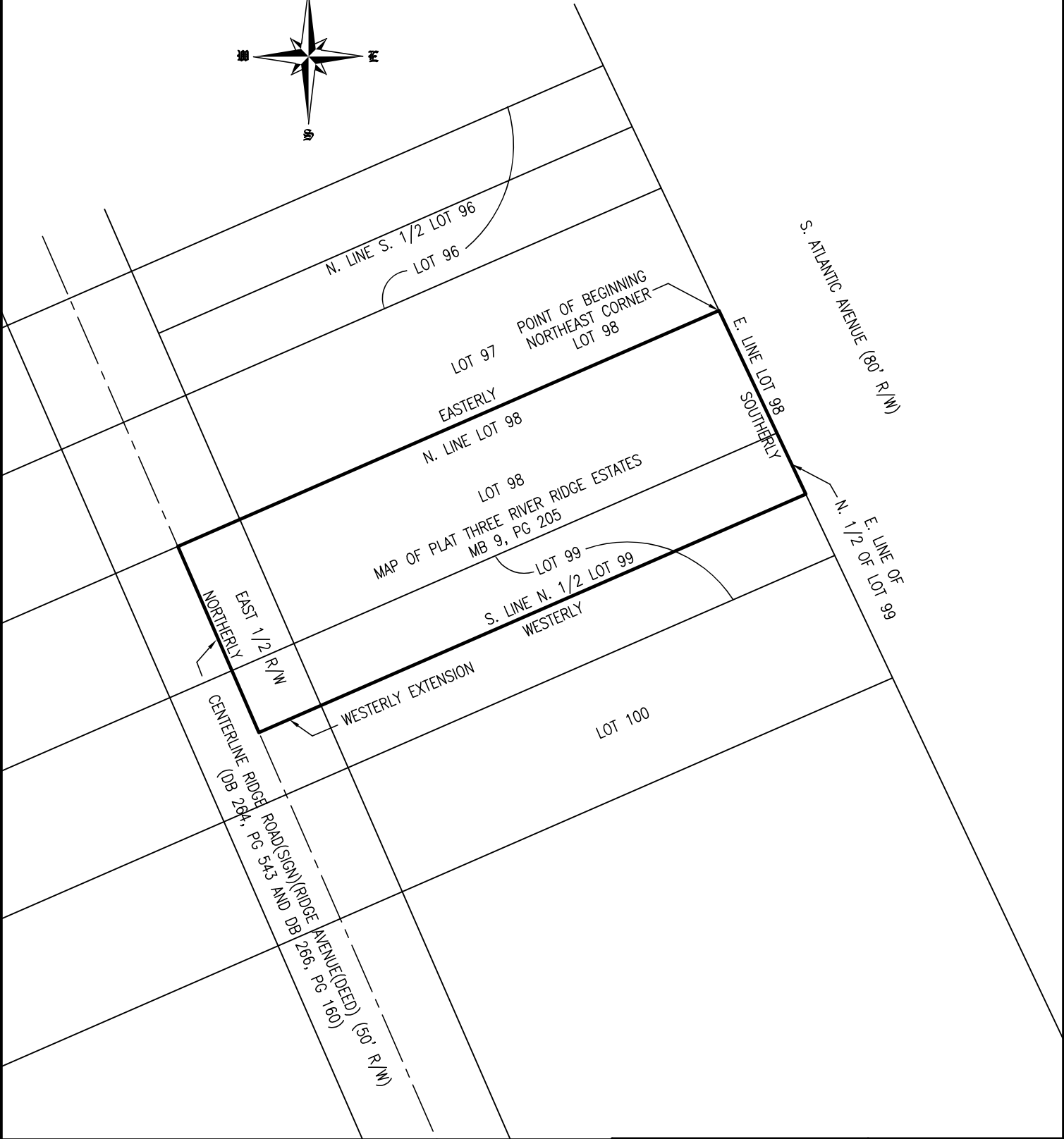
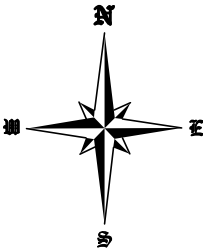
SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: CITY OF DAYTONA BEACH SHORES, FLORIDA

DESCRIPTION:
ANNEXATION DESCRIPTION. SEE
SHEET 2 FOR LEGAL DESCRIPTION

JOB #22-1152 2822 S. ATLANTIC AVENUE

SCALE: 1"=50'

FIELD BOOK:

PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

EXHIBIT 1: Location Map of Annexing Property (2822 S Atlantic Avenue)



Source: Volusia County Property Appraiser Website, 2022

EXHIBIT 2

A: Annexation Application for 2822 S Atlantic Avenue



City of Daytona Beach Shores
Building & Codes Division 575457
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5377 Fax (386) 763-5370
12022035
AUG 22 2022
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

8/2/22
(Date)

I (We) the undersigned am the sole property owner(s) of 2822 S Atlantic Ave Volusia
County, Florida. (Street Address)

By this letter, I (We) am requesting annexation into the City of Daytona Beach Shores, Florida.
It is my (our) understanding that the fee for legal advertising has been waived by the City and
that I (we) will not incur any costs for annexation. 5327-05-00-0480

Signed,

[Signature]
Signature

Krista Goodrich 386 341 8557
Name (Printed or typed) Telephone

[Signature]
Signature

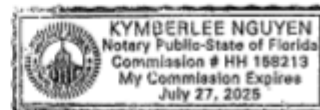
Peter Truong 386-451-5291
Name (Printed or typed) Telephone

[Signature]
Signature

Hanessa Truong 386 451 3106
Name (Printed or typed) Telephone

SWORN to and subscribed before me this 2 day of August, 2022 by
Hanessa & Peter Truong (who is personally known to me X or produced
Identification _____ Type of Identification provided _____

[Signature]
Notary Public - State of Florida
My Commission Expires:



Please return this form to: Annexation Committee
c/o Planning Department
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

EXHIBIT 2

B: Property Appraiser Website Owner Information for 2822 S Atlantic Avenue



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3426487
Parcel ID:	532705000980
Township-Range-Section:	15 - 33 - 27
Subdivision-Block-Lot:	05 - 00 - 0980
Business Name:	
Owner(s):	TRUONG PETER - TE - Tenancy in the Entirety - 50% TRUONG VANESSA - TE - Tenancy in the Entirety - 50% DOGG POUND LLC - TIC - Tenancy in Common - 50%
Mailing Address On File:	18 KINGS BRIDGE CROSSING ORMOND BEACH FL 32174
Physical Address:	2822 S ATLANTIC AVE, DAYTONA BEACH 32118
Building Count:	1
Neighborhood:	3103 - SOUTH ATLANTIC AVE
Subdivision Name:	RIVER RIDGE ESTATES LOTS 1-13
Property Use:	0100 - SINGLE FAMILY
Tax District:	200-UNINCORPORATED - NORTHEAST
2022 Proposed Millage Rate:	18.2602
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOT 98 & N 1/2 OF LOT 99 ALL E OF CO RD RIVER RIDGE ESTATES PER OR 7501 PG 3655 PER OR 7501 PG 3656 PER OR 7561 PGS 1980 -1981 PER OR 8032 PG 1552 PER OR 8111 PG 2692 PER OR 8128 PG

Property Values

Tax Year:	2022 Working	2021 Final	2020 Final
Valuation	1-Market	1-Market	1-Market
Method:	Oriented Cost	Oriented Cost	Oriented Cost
Improvement	\$96,990	\$116,348	\$119,418
Value:	\$187,481	\$78,750	\$78,750
Land Value:	\$284,471	\$195,098	\$198,168
Just/Market			
Value:			

Working Tax Roll Values by Taxing Authority



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
THE DOGG POUND LLC

Filing Information

Document Number L21000061403
FEI/EIN Number 86-1860839
Date Filed 02/04/2021
Effective Date 02/03/2021
State FL
Status ACTIVE

Principal Address

2800 South Peninsula Drive
Daytona Beach, FL 32118

Changed: 05/25/2022

Mailing Address

1280 BELAIRE DR
DAYTONA BEACH, FL 32118

Registered Agent Name & Address

GOODRICH, KRISTA
1280 BELAIRE DR
DAYTONA BEACH, FL 32118

Authorized Person(s) Detail

Name & Address

Title MGR

NGUYEN, KYMBERLEE
1280 BELAIRE DR
DAYTONA BEACH, FL 32118

Title MGR

VU, JOHN
3435 PRESERVATION DR
FAIRFAX, VA 22031

Title MGR

ISLAND DREAMS INVESTMENTS LP
1280 BELAIRE DRIVE
DAYTONA BEACH, FL 32118

Annual Reports

Report Year	Filed Date
2022	03/08/2022

Document Images

[03/08/2022 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[02/04/2021 -- Florida Limited Liability](#)

[View image in PDF format](#)

EXHIBIT 3

A: Aerial View of Annexing Property (2822 S Atlantic Avenue)



Source: Volusia County Property Appraiser Website, 2022

B: Street View of Annexing Property (2822 S Atlantic Avenue)



Source: GoogleMaps, 2022

**EXHIBT 4
PRE-ANNEXATION FORM**

Name of Property Owner(s):

Peter Truong, Vanessa Truong & Dogg Pound LLC

Property Address/Tax Parcel ID: 2822 S Atlantic Avenue / 5327-05-00-0980

Lot Size: 75' x 190' = 14,250sf (0.33 acres)

According to Volusia County property records, does this property appear to meet Section 171.044 of Florida Statutes? Yes X No

How is property contiguous? East X West North South

Property Appraiser Just/Market Value: \$284,471

Homesteaded Property: Yes No X

Special Flood Hazard Area? Yes No X

Improved Lot X Unimproved Lot (Vacant)

Existing Use: Single-family Residential

Conforming Land Use: X Non-Conforming Land Use: Explain:

Existing County Zoning: R-4 Urban Single-Family Residential District

Existing County Land Use: Urban Low Intensity

Condition of Property: Poor Good Excellent X

Water: Port Orange X Daytona Beach

Sanitary: Sewer Septic Tank X

If septic tank on site, is sewer available? Yes No X

Metes and Bounds Survey conducted? Yes X No

Prepared by: Noel Eaton, City Planner Date: September 12, 2022

EXHIBIT 5: Voluntary Annexation Criteria pursuant to Section 171.044, *Florida Statutes*

Section	Annexation Criteria	Criteria Met	Comments
171.044(1)	Property must be contiguous to the City.	Yes	Per Sec. 171.031(11), subject property is contiguous to the City to the east.
171.044(1)	Property must be reasonably compact.	Yes	Per Sec. 171.031(12), subject property is reasonably compact and will not create new enclaves, pockets or finger areas in serpentine patterns. In addition, the annexation will aid in reducing the larger county enclave in the vicinity.
171.044(2)	Petition bears the signatures of all owners of property.	Yes	See Exhibit 2 .
171.044(2)	Meet publication requirements.	Yes	Evidence filed with the Office of the City Clerk.
171.044(3)	Ordinance shall be filed per statute.	Pending	Ordinance filing will occur per statutory deadline subsequent to the Ordinance's adoption.
171.044(3)	Ordinance shall include a map and legal description by metes and bounds.	Yes	See Ordinance 2022-16.
171.044(4)	Annexation method shall be supplemental to any other procedure provided by general law.	N/A	
171.044(5)	Annexation shall not create enclaves.	Yes	Per Sec. 171.031(13), subject property does not create an enclave. In fact the annexation will reduce the larger County enclave that currently exists in this area.
171.044(6)	Provision of notice to County Commissioners per statute.	Yes	Notice provided via certified mail per statutory requirement.



CITY COUNCIL AGENDA MEMORANDUM OCTOBER 25, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Ordinance 2022-18: Voluntary Annexation - 3615 Cardinal Boulevard

SYNOPSIS:

Theresa Durkin, owner of the unincorporated Volusia County single-family residential property located at 3615 Cardinal Boulevard (Exhibit 1), has petitioned the City of Daytona Beach Shores for voluntary annexation into the City's corporate limits (Exhibit 2) pursuant to Section 171.044, *Florida Statutes*. The owner purchased the property in February of 2017. If adopted, Ordinance 2022-18 will annex the subject property and adjacent right-of-way into the City limits of Daytona Beach Shores.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The subject property is approximately 0.15 of an acre with dimensions of 50' x100'. The property contains a 1,278 square foot single-story single-family residential structure (Exhibit 3). Pursuant to Section 171.062, *Florida Statutes*, the owner has also submitted applications to amend the future land use and zoning classifications of the property in question to those of the City. The future land use amendment and rezoning ordinances will be adopted subsequent to the formal annexation of the subject property.

Exhibit 4 attached provides a general description of the subject property, while Exhibit 5 demonstrates compliance with the voluntary annexation requirements prescribed in Section 171.044, *Florida Statutes*.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of Ordinance 2022-18 as presented.

SUGGESTED MOTION:

A City Council Member may motion as follows:

"I move to approve Ordinance 2022-18 as presented."

- ATTACHMENT:**
1. Ord 2022-18-Voluntary Annexation-3615 Cardinal Boulevard
 2. Ordinance 2022-18 Exhibit- Survey
 3. Staff Report & Exhibits-3615 Cardinal Blvd

ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 3615 CARDINAL BOULEVARD (SHORT PARCEL IDENTIFICATION NUMBER 6302-05-10-0111) TOGETHER WITH ASSOCIATED RIGHT-OF-WAYS IN ACCORDANCE WITH SECTION 171.044, *FLORIDA STATUTES*; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.

WHEREAS, Theresa Durkin, property owner, applied for annexation of property into the City of Daytona Beach Shores and is hereby determined to be the fee simple title owner of the real property described below; and

WHEREAS, the said applicants petitioned the City of Daytona Beach Shores, pursuant to Section 171.044, *Florida Statutes*, for annexation of said property into the municipal limits of the City of Daytona Beach Shores; and

WHEREAS, the subject property is currently addressed 3615 Cardinal Boulevard; and

WHEREAS, the subject property currently has a Short Tax Parcel Identification Number 6302-05-10-0111; and

WHEREAS, the City of Daytona Beach Shores has determined that all of the property which is proposed to be annexed into the City of Daytona Beach Shores is within an unincorporated area of Volusia County, is reasonably compact and contiguous to the corporate areas of the City of Daytona Beach Shores, Florida and it is further determined that the annexation of said property will not result in the creation of any enclave (and, indeed, logically fills in the City Limits of the City and is consistent with sound principles and practices relating to the delineating of jurisdictional boundaries thereby furthering sound management in terms of the provision of public facilities and services as well as sound land use planning), and it is further determined that the property otherwise fully complies with the requirements of State law and has, further, determined that associated rights-of-way should be annexed hereby; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida hereby determines that it is to the advantage of the City of Daytona Beach Shores and in the best interests of the citizens of the City of Daytona Beach Shores to annex the aforescribed property; and

WHEREAS, the provisions of Section 166.031(3), *Florida Statutes*, provide that [a] municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2); and

WHEREAS, the provisions of Section 171.091, *Florida Statutes*, provide as follows:

Recording.—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

; and

WHEREAS, the map attached hereto as Exhibit “A” shows, describes, and depicts the property and named associated rights-of-ways which are hereby annexed into the City of Daytona Beach Shores said Exhibit being incorporated into the substantive provisions of this Ordinance as if fully set forth herein verbatim.

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

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS/ANNEXATION OF PROPERTIES.

(a). The City Council of the City of Daytona Beach Shores hereby finds that the recitations set forth are true and correct and that the requirements of Section 171.044, *Florida Statutes*, as well as all other requirements of controlling law, have been complied with in every respect.

(b). Under the authority of Section 166.031 (3), *Florida Statutes*, relating to city charter amendments, “[a] municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. . . . A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State . . .” This Ordinance shall amend the boundaries of the City to include the property annexed in this Ordinance.

SECTION TWO: ANNEXATION INTO THE CITY. The real property depicted and described by metes and bounds in Exhibit “A” appended hereto, which Exhibit is made part hereof and which property is owned by the petitioning property owners, and further described as set forth below, together with the associated rights-of-way as described below, is hereby annexed into the City Limits of the City of Daytona Beach Shores, said property being described as follows:

THE WEST 100 FEET OF LOT 11, BLOCK 10, TOGETHER WITH THE EASTERLY 1/2 OF CARDINAL BOULEVARD (PLATTED PENINSULA BLVD) LYING BETWEEN THE WESTERLY EXTENSION OF THE NORTH AND SOUTH LINES OF SAID LOT 11, ALL IN MAP OF OCEAN VIEW SECTION OF HALIFAX ESTATES, AS RECORDED IN MAP BOOK 11, PAGE 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE N60°52'43"E ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 100.00 FEET TO THE EAST LINE OF THE WEST 100 FEET OF SAID LOT 11; THENCE S28°28'17"E ALONG SAID EAST LINE, 50.00 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE S60°52'43"W ALONG SAID SOUTH LINE AND THE WESTERLY EXTENSION THEREOF, 135.00 FEET TO THE CENTERLINE OF SAID CARDINAL BOULEVARD; THENCE N28°28'17"W ALONG SAID CENTERLINE, 50.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 11; THENCE ALONG SAID WESTERLY EXTENSION N60°52'43"E, 35.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.155 ACRES, MORE OR LESS.

SECTION THREE: CHANGE IN CITY BOUNDARIES/LEGAL EFFECT OF ANNEXATION. The boundary lines of the City Limits of the City of Daytona Beach Shores are hereby redefined and, upon the effective date of this Ordinance shall also encompass the annexed property as described herein and depicted in Exhibit “A”. Upon this Ordinance becoming effective, the property owner of the annexed property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City and the provisions of said Chapter 171, *Florida Statutes*.

SECTION FOUR: ADMINISTRATIVE IMPLEMENTING ACTIONS.

- (a). Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Volusia County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.
- (b). The City Manager, or designees within City management staff, shall ensure that the property annexed by this Ordinance is incorporated into the City of Daytona Beach

Shores *Comprehensive Plan* and the *Official Zoning Map* of the City of Daytona Beach Shores in an expeditious manner and, in accordance with, and pursuant to, the provisions of Under the authority of Section 166.031(3), *Florida Statutes*, the City Manager, or designees, shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties in all maps and geographical data relating to the City Limits said properties to include, but not be limited to, annexed rights-of-way and natural features.

SECTION FIVE: CONFLICTS. Any and all ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION SIX: SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION SEVEN: NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Daytona Beach Shores*, or the *Land Development Code of the City of Daytona Beach Shores*, or the *City of Daytona Beach Shores Comprehensive Plan* provided, however, that the actions taken herein shall be depicted on the pertinent maps of the City of Daytona Beach Shores by the City Manager, or designee.

SECTION EIGHT: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER **CHERI SCHWAB, CITY CLERK**

Approved as to form and legality:

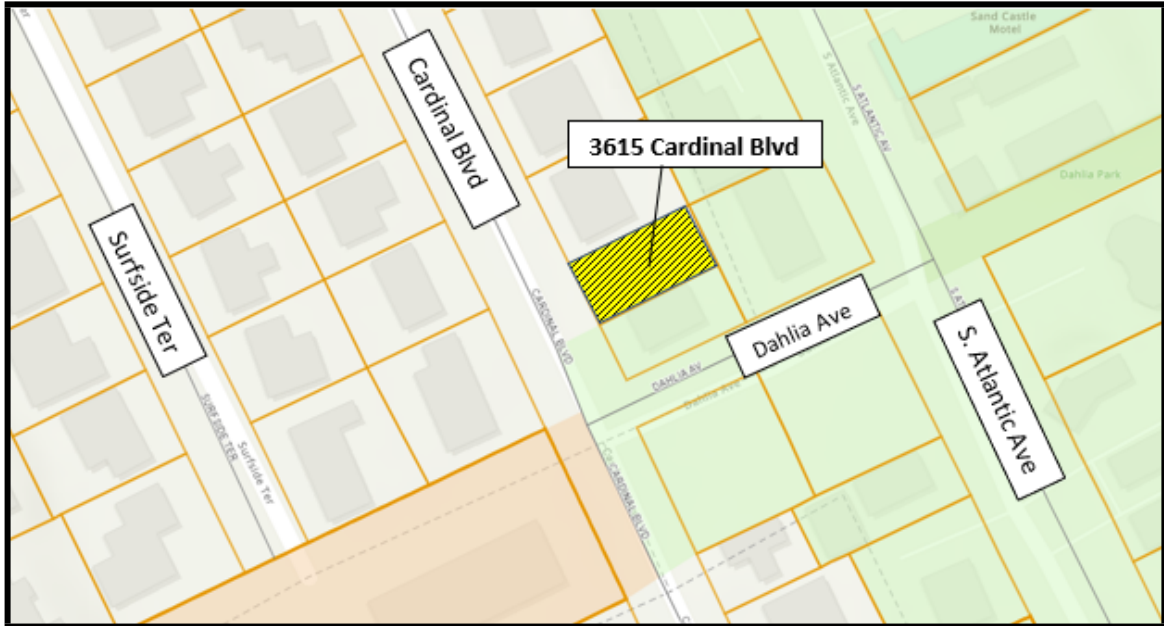
JOHN CARY, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2022.

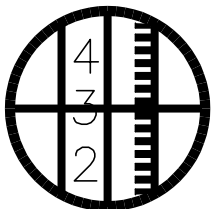
Adopted on second reading this _____ day of _____, 2022.

EXHIBIT A

(1) Location Map of Annexing Property (3615 Cardinal Blvd.)



(2) Metes and Bounds Description/Sketch (Attached)

**SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

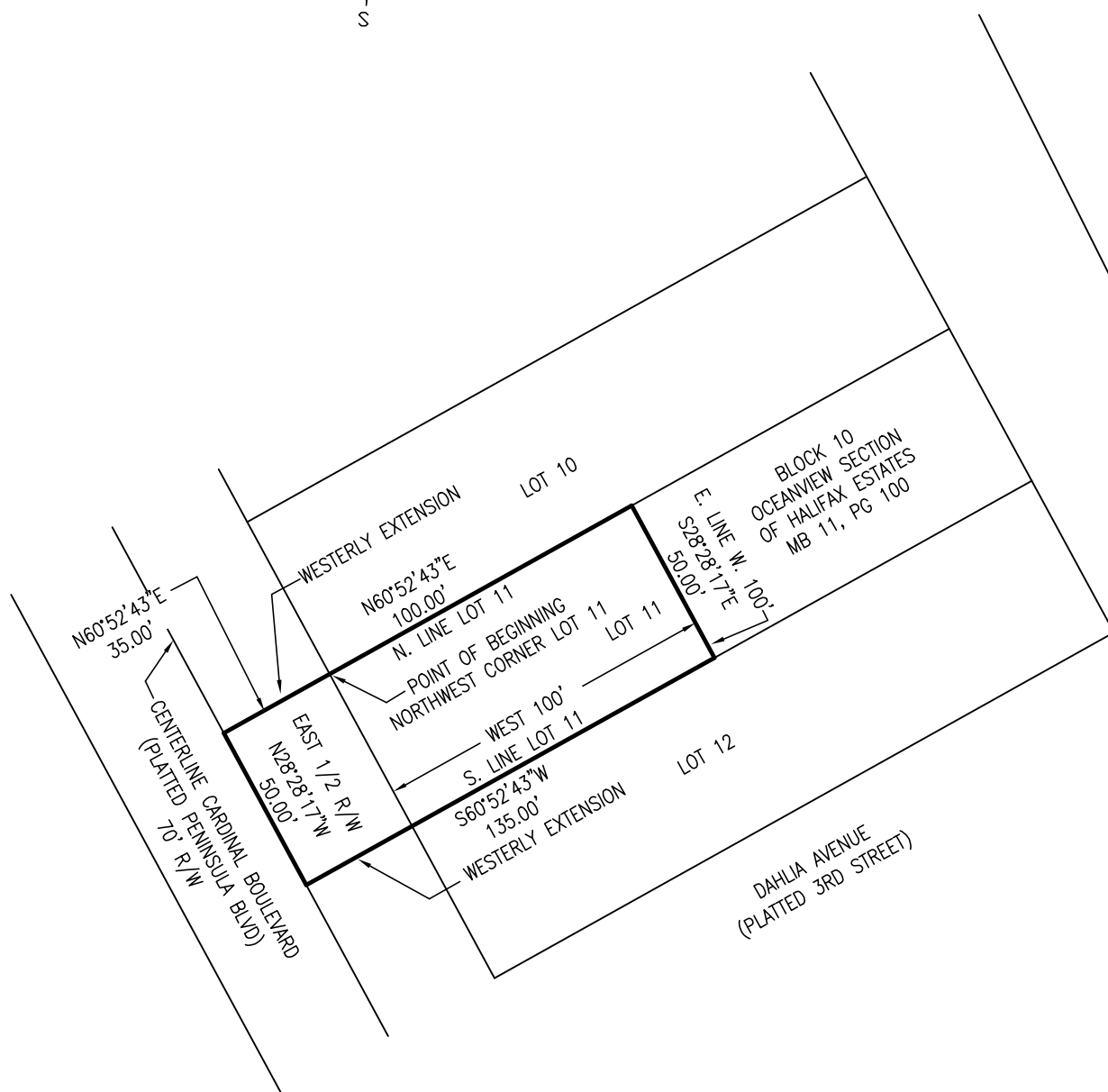
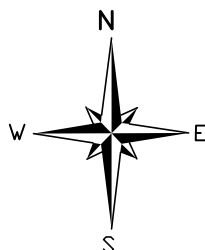
3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

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www.sligerassociates.com



SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: CITY OF DAYTONA BEACH SHORES, FLORIDA

DESCRIPTION:
ANNEXATION DESCRIPTION. SEE
SHEET 2 FOR LEGAL DESCRIPTION

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

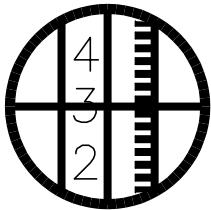
●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

JOB #22-1152 3615 CARDINAL DRIVE

SCALE: 1"=50'

FIELD BOOK:

PAGE:



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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www.sligerassociates.com

SURVEYORS NOTES

- 1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
- 2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- 3. BEARING STRUCTURE ASSUMED NORTH WITH THE BEARING ON THE NORTHERLY LINE OF LOT 11, BLOCK 10, OCEAN VIEW SECTION OF HALIFAX ESTATES BEING N60°52'43"E.
- 4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VALID DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
- 5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
- 6. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. 12/27/2021.

DESCRIPTION

THE WEST 100 FEET OF LOT 11, BLOCK 10, TOGETHER WITH THE EASTERLY 1/2 OF CARDINAL BOULEVARD (PLATTED PENINSULA BLVD) LYING BETWEEN THE WESTERLY EXTENSION OF THE NORTH AND SOUTH LINES OF SAID LOT 11, ALL IN MAP OF OCEAN VIEW SECTION OF HALIFAX ESTATES, AS RECORDED IN MAP BOOK 11, PAGE 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE N60°52'43"E ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 100.00 FEET TO THE EAST LINE OF THE WEST 100 FEET OF SAID LOT 11; THENCE S28°28'17"E ALONG SAID EAST LINE, 50.00 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE S60°52'43"W ALONG SAID SOUTH LINE AND THE WESTERLY EXTENSION THEREOF, 135.00 FEET TO THE CENTERLINE OF SAID CARDINAL BOULEVARD; THENCE N28°28'17"W ALONG SAID CENTERLINE, 50.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 11; THENCE ALONG SAID WESTERLY EXTENSION N60°52'43"E, 35.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.155 ACRES, MORE OR LESS.

REFERENCE: 3615 CARDINAL BOULEVARD

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	CITY OF DAYTONA BEACH SHORES, FLORIDA	08/25/2022	22-1152

SHEET 2 OF 2

FOR: CITY OF DAYTONA BEACH SHORES, FLORIDA

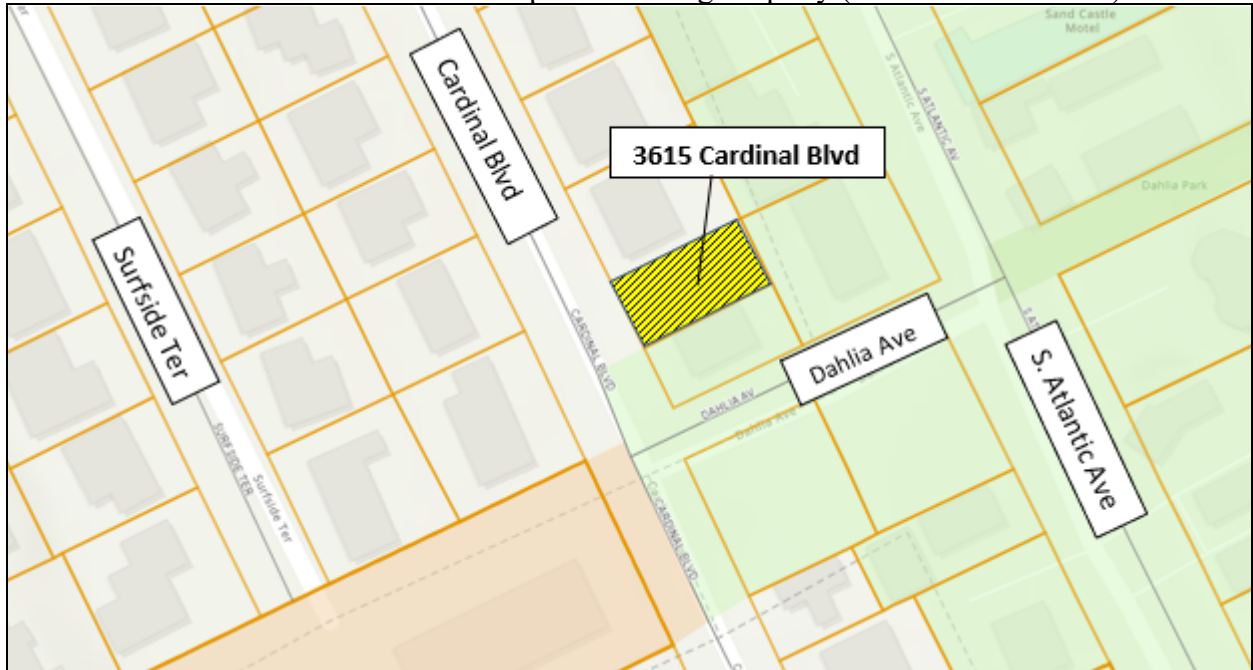
	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	08/25/2022	22-1152		JZ	DH
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Joseph E Zapert
Digitally signed by Joseph E Zapert
Date: 2022.09.06 06:34:28 -04'00'

J.E. ZAPERT, P.L.S. NO. 4046

EXHIBIT 1: Location Map of Annexing Property (3615 Cardinal Blvd.)



Source: Volusia County Property Appraiser Website, 2022

EXHIBIT 2
A: Annexation Application



City of Daytona Beach Shores
Building & Codes Division
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5377 Fax (386) 763-5370

REQUEST FOR ANNEXATION

5/10/22
(Date)

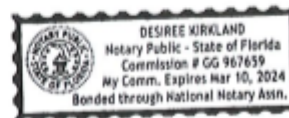
I (We) the undersigned am the sole property owner(s) of 3615 Cardinal Blvd, Volusia
County, Florida. (Street Address)

By this letter, I (We) am requesting annexation into the City of Daytona Beach Shores, Florida.
It is my (our) understanding that the fee for legal advertising has been waived by the City and
that I (we) will not incur any costs for annexation.

Signed,		
	<u>Theresa A. Durkin</u>	<u>(386) 281-7690</u>
Signature	Name (Printed or typed)	Telephone
 _____ Signature	 _____ Name (Printed or typed)	 _____ Telephone
 _____ Signature	 _____ Name (Printed or typed)	 _____ Telephone

SWORN to and subscribed before me this 13 day of May, 2022 by
Theresa A. Durkin, who is personally known to me ☒ or produced
Identification _____. Type of Identification provided _____.

Notary Public - State of Florida
My Commission Expires: 3/10/2024



Please return this form to: Annexation Committee
c/o Planning Department
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

EXHIBIT 2

B: Property Appraiser Website Owner Information



Volusia County Property Appraiser
 123 W. Indiana Ave., Rm. 102
 DeLand, FL 32720
 Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3569156
Parcel ID:	630205100111
Township-Range-Section:	16 - 33 - 02
Subdivision-Block-Lot:	05 - 10 - 0111
Business Name:	
Owner(s):	DURKIN THERESA A - FS - Fee Simple - 100%
Mailing Address On File:	7902 SAILBOAT KEY BLVD S APT 503 SOUTH PASADENA FL 33707 6374
Physical Address:	3615 CARDINAL BLVD, DAYTONA BEACH 32118
Building Count:	1
Neighborhood:	3109 - HALIFAX ESTATES (6302-01)----
Subdivision Name:	
Property Use:	0100 - SINGLE FAMILY
Tax District:	200-UNINCORPORATED - NORTHEAST
2022 Proposed Millage Rate:	18.2602
Homestead Property:	No
Agriculture Classification:	No
Short Description:	W 100 FT OF LOT 11 BLK 10 OCEAN VIEW SECTION OF HALIFAX ESTATES MB 11 PG 100 PER OR 2106 PG 1467 PER OR 6024 PGS 1257-12 58 PER OR 6024 PG 1259 PER OR 6532 PG 0238 PER OR 6719 PG 27

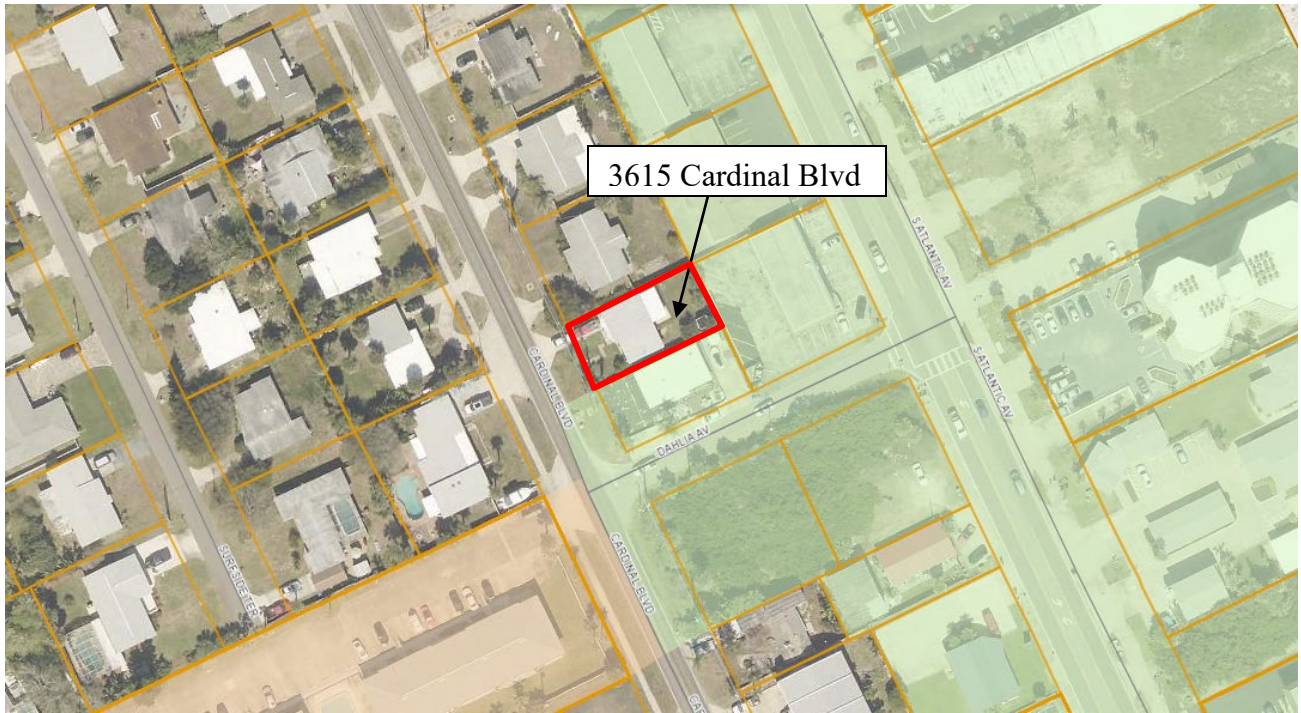
Property Values

Tax Year:	2022 Working	2021 Final	2020 Final
Valuation	1-Market	1-Market	1-Market
Method:	Oriented Cost	Oriented Cost	Oriented Cost
Improvement	\$98,366	\$85,536	\$78,564
Value:	\$78,750	\$64,250	\$65,500
Land Value:	\$177,116	\$149,786	\$144,064
Just/Market Value:			

Working Tax Roll Values by Taxing Authority

EXHIBIT 3

A: Aerial View of Annexing Property (3615 Cardinal Blvd.)



Source: Volusia County Property Appraiser Website, 2022

B: Street View of Annexing Property (3615 Cardinal Blvd.)



Source: GoogleMaps, 2018

**EXHIBT 4
PRE-ANNEXATION FORM**

Name of Property Owner: Theresa Durkin

Property Address/Tax Parcel ID: 3615 Cardinal Blvd / 6302-05-10-0111

Lot Size: 50' x 100' = 5,000sf (0.15 acres)

According to Volusia County property records, does this property appear to meet Section 171.044 of Florida Statutes? Yes X No _____

How is property contiguous? East X West _____ North _____ South X

Property Appraiser Just/Market Value: \$177,116

Homesteaded Property: Yes _____ No X

Special Flood Hazard Area? Yes _____ No X

Improved Lot X Unimproved Lot (Vacant) _____

Existing Use: Single-family Residential

Conforming Land Use: X Non-Conforming Land Use: _____ Explain:

Existing County Zoning: R-6 Two-Family Residential District

Existing County Land Use: Urban Low Intensity

Condition of Property: Poor _____ Good X Excellent _____

Water: Port Orange X Daytona Beach _____

Sanitary: Sewer X (Port Orange) Septic Tank _____

If septic tank on site, is sewer available? _____ Yes _____ No _____

Metes and Bounds Survey conducted? Yes X No _____

Prepared by: Noel Eaton, City Planner Date: September 12, 2022

EXHIBIT 5: Voluntary Annexation Criteria pursuant to Section 171.044, *Florida Statutes*

Section	Annexation Criteria	Criteria Met	Comments
171.044(1)	Property must be contiguous to the City.	Yes	Per Sec. 171.031(11), subject property is contiguous to the City to the south and east.
171.044(1)	Property must be reasonably compact.	Yes	Per Sec. 171.031(12), subject property is reasonably compact and will not create new enclaves, pockets or finger areas in serpentine patterns. In addition, the annexation will aid in reducing the larger county enclave in the vicinity.
171.044(2)	Petition bears the signatures of all owners of property.	Yes	See Exhibit 2 .
171.044(2)	Meet publication requirements.	Yes	Evidence filed with the Office of the City Clerk.
171.044(3)	Ordinance shall be filed per statute.	Pending	Ordinance filing will occur per statutory deadline subsequent to the Ordinance's adoption.
171.044(3)	Ordinance shall include a map and legal description by metes and bounds.	Yes	See Ordinance 2022-18.
171.044(4)	Annexation method shall be supplemental to any other procedure provided by general law.	N/A	
171.044(5)	Annexation shall not create enclaves.	Yes	Per Sec. 171.031(13), subject property does not create an enclave. In fact the annexation will reduce the larger County enclave that currently exists in this area.
171.044(6)	Provision of notice to County Commissioners per statute.	Yes	Notice provided via certified mail per statutory requirement.



CITY COUNCIL AGENDA MEMORANDUM OCTOBER 25, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Ordinance 2022-19: Voluntary Annexation - 105 Broad Avenue

SYNOPSIS:

James Tully, owner of the unincorporated Volusia County single-family residential property located at 105 Broad Avenue (Exhibit 1), has petitioned the City of Daytona Beach Shores for voluntary annexation into the City's corporate limits (Exhibit 2) pursuant to Section 171.044, *Florida Statutes*. The owner purchased the property in May of 2002. If adopted, Ordinance 2022-19 will annex the subject property and adjacent right-of-way into the City limits of Daytona Beach Shores.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The subject property is approximately 0.27 of an acre with dimensions of 60' x150'. The property contains a 2,748 square foot single-story single-family residential structure (Exhibit 3). Pursuant to Section 171.062, *Florida Statutes*, the owner has also submitted applications to amend the future land use and zoning classifications of the property in question to those of the City. The future land use amendment and rezoning ordinances will be adopted subsequent to the formal annexation of the subject property.

Exhibit 4 attached provides a general description of the subject property, while Exhibit 5 demonstrates compliance with the voluntary annexation requirements prescribed in Section 171.044, *Florida Statutes*.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of Ordinance 2022-19 as presented.

SUGGESTED MOTION:

A City Council Member may motion as follows:

"I move to approve Ordinance 2022-03 as presented."

- ATTACHMENT:**
1. Ord 2022-19-Voluntary Annexation-105 Broad Ave
 2. Ordinance 2022-19 Exhibit- Survey
 3. Staff Report & Exhibits-105 Broad Avenue

ORDINANCE NO. 2022-19

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 105 BROAD AVENUE (SHORT PARCEL IDENTIFICATION NUMBER 5335-05-00-0260) TOGETHER WITH ASSOCIATED RIGHT-OF-WAYS IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.

WHEREAS, James Tully, property owner, applied for annexation of property into the City of Daytona Beach Shores and is hereby determined to be the fee simple title owner of the real property described below; and

WHEREAS, the said applicants petitioned the City of Daytona Beach Shores, pursuant to Section 171.044, *Florida Statutes*, for annexation of said property into the municipal limits of the City of Daytona Beach Shores; and

WHEREAS, the subject property is currently addressed 105 Broad Avenue; and

WHEREAS, the subject property currently has a Short Tax Parcel Identification Number 5335-05-00-0260); and

WHEREAS, the City of Daytona Beach Shores has determined that all of the property which is proposed to be annexed into the City of Daytona Beach Shores is within an unincorporated area of Volusia County, is reasonably compact and contiguous to the corporate areas of the City of Daytona Beach Shores, Florida and it is further determined that the annexation of said property will not result in the creation of any enclave (and, indeed, logically fills in the City Limits of the City and is consistent with sound principles and practices relating to the delineating of jurisdictional boundaries thereby furthering sound management in terms of the provision of public facilities and services as well as sound land use planning), and it is further determined that the property otherwise fully complies with the requirements of State law and has, further, determined that associated rights-of-way should be annexed hereby; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida

hereby determines that it is to the advantage of the City of Daytona Beach Shores and in the best interests of the citizens of the City of Daytona Beach Shores to annex the aforescribed property; and

WHEREAS, the provisions of Section 166.031(3), *Florida Statutes*, provide that [a] municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2); and

WHEREAS, the provisions of Section 171.091, *Florida Statutes*, provide as follows:

Recording.—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

; and

WHEREAS, the map attached hereto as Exhibit “A” shows, describes, and depicts the property and named associated rights-of-ways which are hereby annexed into the City of Daytona Beach Shores said Exhibit being incorporated into the substantive provisions of this Ordinance as if fully set forth herein verbatim.

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

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS/ANNEXATION OF PROPERTIES.

(a). The City Council of the City of Daytona Beach Shores hereby finds that the recitations set forth are true and correct and that the requirements of Section 171.044, *Florida Statutes*, as well as all other requirements of controlling law, have been complied with in every respect.

(b). Under the authority of Section 166.031 (3), *Florida Statutes*, relating to city charter amendments, “[a] municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. . . . A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State . . .” This Ordinance shall amend the boundaries of the City to include the property annexed in this Ordinance.

SECTION TWO: ANNEXATION INTO THE CITY. The real property depicted and described by metes and bounds in Exhibit “A” appended hereto, which Exhibit is made part hereof and which property is owned by the petitioning property owners, and further described as set forth below, together with the associated rights-of-way as described below, is hereby annexed into the City Limits of the City of Daytona Beach Shores, said property being described as follows:

THE EASTERLY 60 FEET OF LOTS 26, 27, AND 28, TOGETHER WITH THE NORTHERLY 1/2 OF BROAD AVENUE (PLATTED THIRD AVENUE) LYING BETWEEN THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 28 AND THE WEST LINE OF THE EASTERLY 60 FEET OF SAID LOTS 26, 27, AND 28, ALL IN CARTER-NORWOOD REPLAT, AS RECORDED IN MAP BOOK 19, PAGE 16, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 26; THENCE S25°39'00"E ALONG THE EAST LINE OF SAID LOTS 26, 27, AND 28 AND THE SOUTHERLY EXTENSION THEREOF, 200.04 FEET TO THE CENTERLINE OF BROAD AVENUE; THENCE S64°09'00"W ALONG SAID CENTERLINE, 60.00 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EASTERLY 60 FEET OF SAID LOTS 26, 27, AND 28; THENCE N25°39'00"W ALONG SAID SOUTHERLY EXTENSION AND ALONG THE WEST LINE OF THE EASTERLY 60 FEET OF SAID LOTS 26, 27, AND 28, A DISTANCE OF 200.04 FEET TO THE NORTH LINE OF SAID LOT 26; THENCE N64°09'00"E ALONG SAID NORTH LINE, 60.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.276 ACRES, MORE OR LESS.

SECTION THREE: CHANGE IN CITY BOUNDARIES/LEGAL EFFECT OF ANNEXATION. The boundary lines of the City Limits of the City of Daytona Beach Shores are hereby redefined and, upon the effective date of this Ordinance shall also encompass the annexed property as described herein and depicted in Exhibit “A”. Upon this Ordinance becoming effective, the property owner of the annexed property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City and the provisions of said Chapter 171, *Florida Statutes*.

SECTION FOUR: ADMINISTRATIVE IMPLEMENTING ACTIONS.

(a). Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Volusia County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b). The City Manager, or designees within City management staff, shall ensure that the property annexed by this Ordinance is incorporated into the City of Daytona Beach Shores *Comprehensive Plan* and the *Official Zoning Map* of the City of Daytona Beach Shores in an expeditious manner and, in accordance with, and pursuant to, the provisions of Under the authority of Section 166.031(3), *Florida Statutes*, the City Manager, or designees, shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties in all maps and geographical data relating to the City Limits said properties to include, but not be limited to, annexed rights-of-way and natural features.

SECTION FIVE: CONFLICTS. Any and all ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION SIX: SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION SEVEN: NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Daytona Beach Shores*, or the *Land Development Code of the City of Daytona Beach Shores*, or the *City of Daytona Beach Shores Comprehensive Plan* provided, however, that the actions taken herein shall be depicted on the pertinent maps of the City of Daytona Beach Shores by the City Manager, or designee.

SECTION EIGHT: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER **CHERI SCHWAB, CITY CLERK**

Approved as to form and legality:

JOHN CARY, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2022.

Adopted on second reading this _____ day of _____, 2022.

Ordinance 2022-19

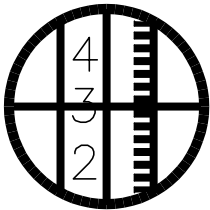
Page No.4

EXHIBIT A

(1) Location Map of Annexing Property (105 Broad Avenue)



(2) Metes and Bounds Description/Sketch (Attached)



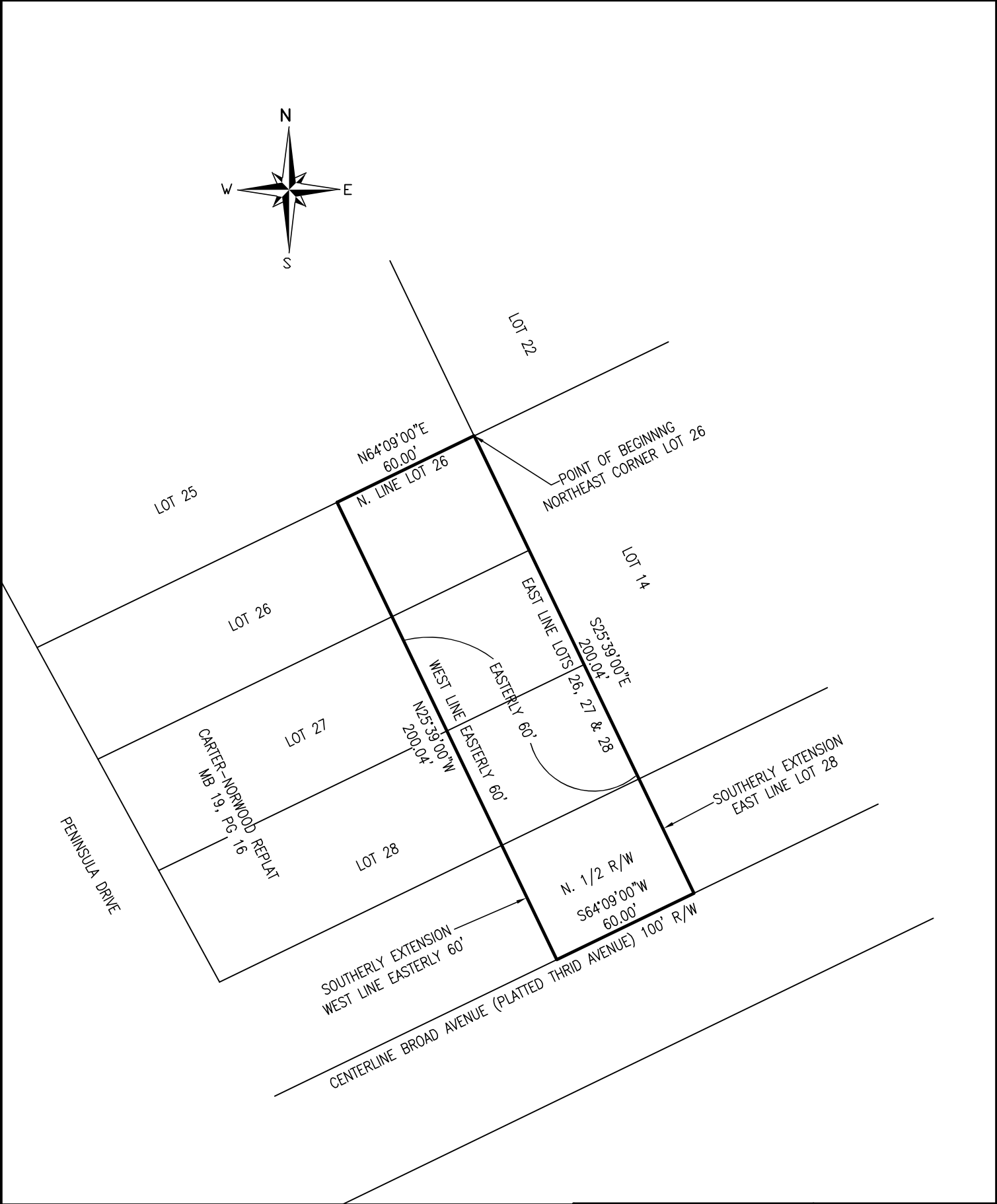
SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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www.sligerassociates.com



SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: CITY OF DAYTONA BEACH SHORES, FLORIDA

DESCRIPTION:
ANNEXATION DESCRIPTION. SEE
SHEET 2 FOR LEGAL DESCRIPTION

JOB #22-1152 105 BROAD AVENUE

SCALE: 1"=50'

FIELD BOOK:

PAGE:

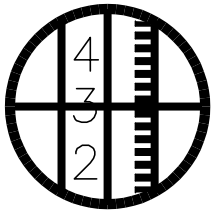
ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

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(386) 761-5385

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www.sligerassociates.com

SURVEYORS NOTES

- 1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
- 2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- 3. BEARING STRUCTURE ASSUMED NORTH WITH THE BEARING ON THE NORTHERLY LINE OF LOT 26, CARTER-NORWOOD REPLAT BEING N64°09'00"E.
- 4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VALID DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
- 5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
- 6. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. 12/27/2021.

DESCRIPTION

THE EASTERLY 60 FEET OF LOTS 26, 27, AND 28, TOGETHER WITH THE NORTHERLY 1/2 OF BROAD AVENUE (PLATTED THIRD AVENUE) LYING BETWEEN THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 28 AND THE WEST LINE OF THE EASTERLY 60 FEET OF SAID LOTS 26, 27, AND 28, ALL IN CARTER-NORWOOD REPLAT, AS RECORDED IN MAP BOOK 19, PAGE 16, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHEAST CORNER OF SAID LOT 26; THENCE S25°39'00"E ALONG THE EAST LINE OF SAID LOTS 26, 27, AND 28 AND THE SOUTHERLY EXTENSION THEREOF, 200.04 FEET TO THE CENTERLINE OF BROAD AVENUE; THENCE S64°09'00"W ALONG SAID CENTERLINE, 60.00 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EASTERLY 60 FEET OF SAID LOTS 26, 27, AND 28; THENCE N25°39'00"W ALONG SAID SOUTHERLY EXTENSION AND ALONG THE WEST LINE OF THE EASTERLY 60 FEET OF SAID LOTS 26, 27, AND 28, A DISTANCE OF 200.04 FEET TO THE NORTH LINE OF SAID LOT 26; THENCE N64°09'00"E ALONG SAID NORTH LINE, 60.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.276 ACRES, MORE OR LESS.

REFERENCE: 105 BROAD AVENUE

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	CITY OF DAYTONA BEACH SHORES, FLORIDA	08/25/2022	22-1152

SHEET 2 OF 2

FOR: CITY OF DAYTONA BEACH SHORES, FLORIDA

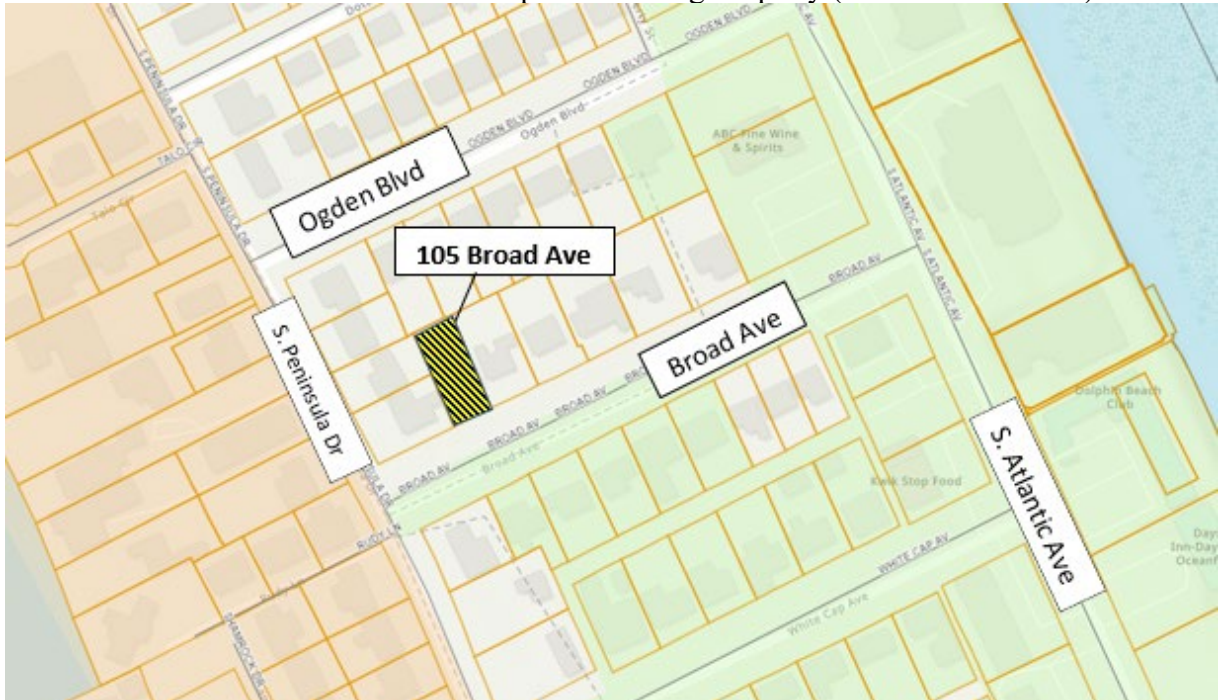
	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	08/25/2022	22-1152		JZ	DH
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Josep
h E
Zapert
Digitally signed
by Joseph E
Zapert
Date:
2022.09.06
06:36:35 -04'00'

J.E. ZAPERT, P.L.S. NO. 4046

EXHIBIT 1: Location Map of Annexing Property (105 Broad Avenue)



Source: Volusia County Property Appraiser Website, 2022

EXHIBIT 2

A: Annexation Application for 105 Broad Avenue



432365
RECEIVED
OCT 06 2022
City of Daytona Beach Shores
Building & Codes Division
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5377 Fax (386) 763-5370

12022047
REQUEST FOR ANNEXATION

533F-05-00-0260

(Date)

I (We) the undersigned am the sole property owner(s) of 105 Broad Ave, Volusia
County, Florida, (Street Address)

By this letter, I (We) am requesting annexation into the City of Daytona Beach Shores, Florida.
It is my (our) understanding that the fee for legal advertising has been waived by the City and
that I (we) will not incur any costs for annexation.

Signed

James Tully
Signature

James Tully
Name (Printed or typed)

386-846-2368
Telephone

Signature

Name (Printed or typed)

Telephone

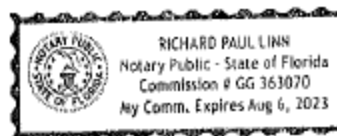
Signature

Name (Printed or typed)

Telephone

SWORN to and subscribed before me this 6th day of Oct, 2022 by
James Tully, who is personally known to me or produced
Identification _____. Type of Identification provided _____.

Richard Paul Linn
Notary Public - State of Florida
My Commission Expires: Aug 6, 2023



Please return this form to: Annexation Committee
c/o Planning Department
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

EXHIBIT 2

B: Property Appraiser Website Owner Information for 105 Broad Avenue



Volusia County Property Appraiser
 123 W. Indiana Ave., Rm. 102
 DeLand, FL 32720
 Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

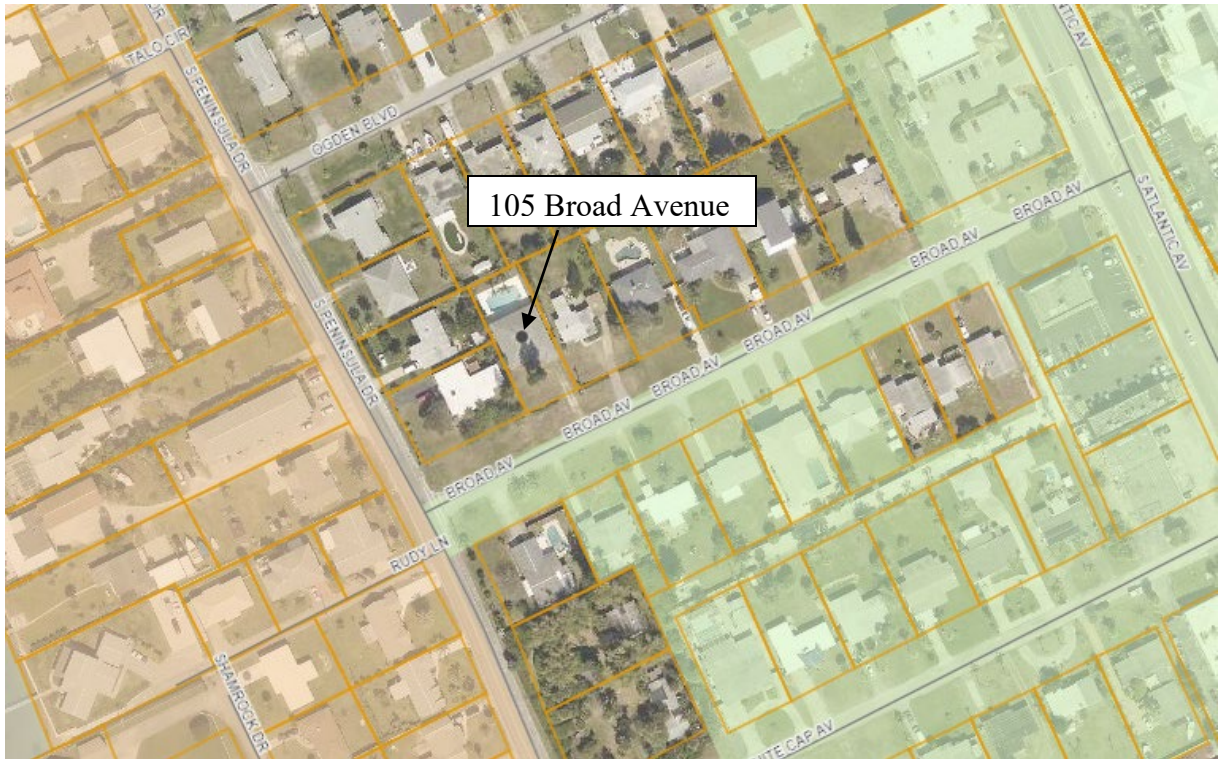
Alternate Key:	3464818
Parcel ID:	533505000260
Township-Range-Section:	15 - 33 - 35
Subdivision-Block-Lot:	05 - 00 - 0260
Business Name:	
Owner(s):	TULLY JAMES J - FS - Fee Simple - 100%
Mailing Address On File:	105 BROAD AVE DAYTONA BEACH FL 32118
Physical Address:	105 BROAD AVE, DAYTONA BEACH 32118
Building Count:	1
Neighborhood:	3107 - ORITA SLB
Subdivision Name:	CARTER NORWOOD REPLAT
Property Use:	0100 - SINGLE FAMILY
Tax District:	200-UNINCORPORATED - NORTHEAST
2022 Proposed Millage Rate:	18.2602
Homestead Property:	Yes
Agriculture Classification:	No
Short Description:	E 60 FT OF LOTS 26 27 & 28 CARTERNORWOOD REPLAT MB 19 PG 16 PER OR 4874 PG 2924 PER CR 6333 PG 3619

Property Values

Tax Year:	2022 Working	2021 Final	2020 Final
Valuation	1-Market	1-Market	1-Market
Method:	Oriented Cost	Oriented Cost	Oriented Cost
Improvement	\$209,382	\$155,101	\$138,841
Value:	\$101,115	\$84,744	\$84,102
Land Value:	\$310,497	\$239,845	\$222,943
Just/Market Value:			

EXHIBIT 3

A: Aerial View of Annexing Property (105 Broad Avenue)



Source: Volusia County Property Appraiser Website, 2022

B: Street View of Annexing Property (105 Broad Avenue)



Source: GoogleMaps, 2016

**EXHIBT 4
PRE-ANNEXATION FORM**

Name of Property Owner: James Tully

Property Address/Tax Parcel ID 105 Broad Avenue / 5335-05-00-0260

Lot Size: 60' x 150' = 9,000sf (0.27 acres)

According to Volusia County property records, does this property appear to meet Section 171.044 of Florida Statutes? Yes X No _____

How is property contiguous? East _____ West _____ North _____ South X

Property Appraiser Just/Market Value: \$310,497

Homesteaded Property: Yes X No _____

Special Flood Hazard Area? Yes _____ No X

Improved Lot X Unimproved Lot (Vacant) _____

Existing Use: Single-family Residential

Conforming Land Use: X Non-Conforming Land Use: _____ Explain:

Existing County Zoning: R-9 Urban Single-Family Residential District

Existing County Land Use: Urban Low Intensity

Condition of Property: Poor _____ Good X Excellent _____

Water: Port Orange X Daytona Beach _____

Sanitary: Sewer X (DBS) Septic Tank _____

If septic tank on site, is sewer available? _____ Yes _____ No _____

Metes and Bounds Survey conducted? Yes X No _____

Prepared by: Noel Eaton, City Planner Date: September 12, 2022

EXHIBIT 5: Voluntary Annexation Criteria pursuant to Section 171.044, *Florida Statutes*

Section	Annexation Criteria	Criteria Met	Comments
171.044(1)	Property must be contiguous to the City.	Yes	Per Sec. 171.031(11), subject property is contiguous to the City to the south.
171.044(1)	Property must be reasonably compact.	Yes	Per Sec. 171.031(12), subject property is reasonably compact and will not create new enclaves, pockets or finger areas in serpentine patterns. In addition, the annexation will aid in reducing the larger county enclave in the vicinity.
171.044(2)	Petition bears the signatures of all owners of property.	Yes	See Exhibit 2 .
171.044(2)	Meet publication requirements.	Yes	Evidence filed with the Office of the City Clerk.
171.044(3)	Ordinance shall be filed per statute.	Pending	Ordinance filing will occur per statutory deadline subsequent to the Ordinance's adoption.
171.044(3)	Ordinance shall include a map and legal description by metes and bounds.	Yes	See Ordinance 2022-19.
171.044(4)	Annexation method shall be supplemental to any other procedure provided by general law.	N/A	
171.044(5)	Annexation shall not create enclaves.	Yes	Per Sec. 171.031(13), subject property does not create an enclave. In fact the annexation will reduce the larger County enclave that currently exists in this area.
171.044(6)	Provision of notice to County Commissioners per statute.	Yes	Notice provided via certified mail per statutory requirement.



CITY COUNCIL AGENDA MEMORANDUM OCTOBER 25, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Ordinance 2022-22: Application to Amend Zoning Map RZ12022032-Parcel 5322-00-04-0170 (2616 S. Atlantic Avenue)

SYNOPSIS:

Ordinance 2022-22, if approved, would change the zoning district classification of the vacant property at Volusia County Parcel ID 5322-00-04-0170 generally located at 2616 S. Atlantic Avenue from *RMF-3 Multi-Family Residential District (Low Density)* to *GC-RD General Commercial-Redevelopment District*. This Zoning Map Amendment application is in conjunction with a Future Land Use Map Amendment, Special Exception and Land Development Code Amendment for the proposed expansion of the existing Interior Storage Facility currently located at 2616 S. Atlantic Avenue.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The proposed amendment seeks to change the zoning designation of vacant property, Volusia County Parcel ID 5322-00-04-0170, from *RMF-3 Multi-Family Residential District (Low Density)* to *GC-RD General Commercial-Redevelopment District*. The +/- 0.31 acre property is generally located at 2616 S Atlantic Avenue. This Zoning Map Amendment application is in conjunction with a Future Land Use Map Amendment, Special Exception and Land Development Code Amendment for the proposed expansion of the existing Interior Storage Facility located at 2616 S. Atlantic Avenue. Further analysis of Section 14-66 of the Land Development Code is provided in Exhibit C.

The Planning and Zoning Board held a public hearing on October 10th, 2022 and recommended unanimous approval of Ordinance 2022-22.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of Ordinance 2022-22 as presented.

SUGGESTED MOTION:

A City Council member may make a motion as follows:

1. "I move to approve Ordinance 2022-22 as presented."
- OR
2. "I move to deny Ordinance 2022-22, on the basis of the following..."

- ATTACHMENT:**
1. ORD 2022-22-Zoning Map Amendment-Parcel ID 5322-00-04-0170 (2616 S Atlantic Ave.)
 2. Exhibit A- Parcel 5322-00-04-0170 (2616 S Atlantic Ave.)
 3. Exhibit B-Application to Amend Zoning Map-Parcel ID 5322-00-04-0170 (2616 S Atlantic Ave.)
 4. Exhibit C-Parcel ID 5322-00-04-0170 (2616 S Atlantic Avenue)-Zoning Map Amendment-CC Staff Report

ORDINANCE NO. 2022-22

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ASSIGNING THE GC-RD GENERAL COMMERCIAL REDEVELOPMENT DISTRICT ZONING CLASSIFICATION TO PROPERTY GENERALLY LOCATED AT 2616 SOUTH ATLANTIC AVENUE, SHORT TAX PARCEL ID 5322-00-04-0170; PROVIDING MODIFICATION OF THE OFFICIAL ZONING MAP; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

SECTION ONE: REZONING OF REAL PROPERTY. The property described hereinafter is hereby rezoned and assigned the Daytona Beach Shores zoning classification as follows:

Short Tax Parcel ID #5322-00-04-0170, as described in Exhibit “A” as attached, is assigned the GC-RD, General Commercial Redevelopment District Zoning Classification.

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

SECTION THREE. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager, or designee, is authorized to take any and all required administrative actions to implement the provisions of this Ordinance including, but not limited to, providing notice of this rezoning to the Volusia County Council in accordance with applicable law.

SECTION FOUR. NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Daytona Beach Shores* or the *Land Development Code of the City of Daytona*

Beach Shores; provided, however, that the actions taken herein shall be depicted on the Official Zoning Map of the City of Daytona Beach Shores by the City Manager, or designee.

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

JOHN CARY, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2022.

Adopted on second reading this _____ day of _____, 2022.

EXHIBIT A

The Westerly 100 feet of the East 300 feet of the South 148.54 feet of the North 618.92 feet West of and measured on Ocean Shore Boulevard (South Atlantic Avenue) of Government Lot 4, Section 22, Township 15 South, Range 33 East, Volusia County, Florida.

Also known as part of Lots 188, 190, 192, 194 and 196, of Building 16, Sea Havens, according to the map or plat thereof as recorded in Plat Book 40, Page 151, Public Records of Volusia County, Florida.

Exhibit A: Parcel 5322-00-04-0170 (2616 S Atlantic Ave) Aerial Views and Street View







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

RECEIVED

AUG 02 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

575348

1-2022 032

APPLICATION TO AMEND ZONING MAP

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

FEES MUST BE PAID AT THE TIME THE APPLICATION IS SUBMITTED

Date Submitted: ___/___/___ Current Zoning: RMF-3

Requested Zoning: GC-RD

Applicant's Name: All Aboard Storage c/o Andy Clark

Address: 5111 South Ridgewood Avenue, Suite 201
Port Orange, FL 32127 Phone #: 386-527-6365

Representative: A. Joseph Posey, Jr., Esquire (Storch Law Firm)

Address: 420 South Nova Road
Daytona Beach, FL 32114 Phone #: 386-238-8383

Property Address & Parcel ID: Parcel No. 532200040170

Property Owner: Cirotti Enterprises, LLC

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

Legal Description of Property:

See Attached Survey



Applicant's Signature

7/29/22

Date

RECEIVED

AUG 02 2022

BUILDING MAP CODES DIVISION
CITY OF DAYTON BEACH SHORES

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

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

The proposed zoning change will have no impact to the environmental and natural resources.

This request will allow for an expansion of the existing self-storage special exception and the construction of a building on an area of the property that already permits development.

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

This request will have a favorable impact since it will fill a community need for self-storage.

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

This request will allow for infill development which is an efficient use of public services.

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

This request will permit a commercial use with a very low traffic generation.

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

This request should have no effect on housing since it deals with self-storage. However, it is

reasonable to conclude that this request will have a positive effect on housing for those

people that need personal storage space.

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

Yes, the request allows for the commercial use of property that fronts A1A.

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

Yes, self-storage is a growing need in the community and it makes sense to expand the existing facility on site to accommodate that need.

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

No, but time has shown that the zoning should change from the original classification.

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

Yes, since the change will fill a growing self-storage need in the community.

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

No, this is actually fixing a potential "spot zoning" issue. The proposed commercial classification is more consistent than the current residential zoning.

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

No for the reasons previously stated.

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

No for the reasons previously stated.

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

No for the reasons previously stated.

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

No for the reasons previously stated.



GLENN D. STORCH, ESQUIRE
glenn@storchlawfirm.com

COREY D. BROWN, ESQUIRE
corey@storchlawfirm.com

August 1, 2022

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

A. JOSEPH POSEY, ESQUIRE
joey@storchlawfirm.com

**Re: *Future All Aboard Storage Site – Shores Depot
Parcel Nos. 5322-00-04-0170 & 5322-00-04-0140
2616 S Atlantic Avenue, Daytona Beach Shores, FL 32118***

Dear Stewart:

Thank you for all the feedback you provided our team regarding permitting the above location as the next All Aboard Storage facility. As you can imagine, the owner of All Aboard Storage, Mr. Andy Clark, is exciting about the opportunity to serve the City of Daytona Beach Shores community. Mr. Clark and his family currently own and operate 27 area storage facilities, so the City can rest assured that they have an experienced and professional partner with a track record of great service.

The purpose of this letter is as follows: 1) to request a rezoning for Parcel No. 5322-00-04-0170 from RMF-3 to GC-RD; 2) to request an amendment to the future land use map for Parcel No. 5322-00-04-0170 from Medium Density Residential to Tourist Oriented Commercial; and 3) to request an expansion of the existing special exception for self-storage for both Parcel Nos. 5322-00-04-0170 & 5322-00-04-0140. We have already started reviewing site plan related issues and the layout for the facility, and one of the major obstacles that has come up is parking. The above property currently has a patch work of shared and designed parking areas. The existing parking layout functions, but the inefficiencies in the design limit redevelopment of the site. The City Land Development Code further compounds the issue since the Code parking requirements do not reflect the most recent Institute of Transportation Engineers manual generation rates and the behaviors of a multi-use shopping plaza. Therefore, my client is also requesting a Land Development Code text amendment to better provide for the parking needs of this project. The supporting documents for each application, including a parking demand justification letter from the project engineer, are enclosed.

In response to the City LDC special exception criteria listed in Section 14-58.1.2.D.2, the applicant has no issue with complying with all the provisions therein. This is merely the expansion of an existing special exception, so many of the criteria have already been addressed.

As for the future land use map change, the request will create a consistent designation for the whole shopping plaza. The proposed change will reduce impacts by allowing for an expansion of a low impact self-storage use on the property in lieu of the residential homes currently permitted for development.

Enclosed please find the following:

- Application to Amend the Zoning Map
- Application for Special Exception
- Application to Amend Future Land Use Map
- Authorization of Owner
- Survey for Properties
- All Aboard Storage Facility Concept Plan
- Elevations for the Project
- Property Appraiser Parcel Identification Cards
- Project Parking Analysis
- Environmental Statement
- Traffic Memorandum
- Utility Demand Calculations
- Future Land Use Submittal Check for \$550.00
- Special Exception Submittal Check for \$220.00
- Rezoning Submittal Check for \$136.40
- Letter from Andy Clark
- Electronic Copy of Submittal

Please let me know if you have any questions or need anything further.

Kindest regards,



A. Joseph Posey, Jr.

GDS/ajp

City of Daytona Beach Shores,

All Aboard Storage started in the late 1970s when my father, Doug Clark, and my brothers and I built our first self storage facility in Port Orange. We opened that business in 1983 and have been operating it continuously ever since.

We now operate 27 All Aboard Storage locations across east central Florida and have 3 more new locations under construction in New Smyrna Beach, Port Orange and Ormond Beach. We are the 60th largest owner and operator of self storage in the world with over 2.2 million square feet of rentable self storage space and over 10,000 existing customers.

Our corporate headquarters is located in the Clark Office Building in Port Orange next to our family's Estate of the Halifax wedding venue. I grew up in Port Orange and have lived with my wife Molly just outside Daytona Beach Shores on Daytona's beachside. Our daughter Emma is my director of HR & storage operations. We are a third-generation local family business with 67 full-time local employees.

I am very excited to add new life into SeaHorse Storage which is less than one mile from our house. We will be spending about \$300,000 on the existing parking lot and existing building repairing the roof and parapet wall. We will be renaming the business All Aboard Storage, Shores Depot.

Our management team culture is all about customer service and we look forward to being a great neighbor and corporate citizen in Daytona Beach Shores.

All Aboard Storage has partnered with the Daytona Beach News-Journal for the past 3 years to recognize Amazing Teachers in Volusia and Flagler Counties. All Aboard has awarded each monthly Amazing Teacher \$500 to use in their classrooms.

The Andy and Molly Clark Foundation donated \$400,000 in 2021 to Halifax Health to start an Arts in Medicine Program. We also have a permanent endowment with Daytona State College and Rotary International. All Aboard Storage also sponsored a Habitat for Humanity house in Orange City in 2020.

I have been an active member of the Port Orange / South Daytona Rotary Club since 1986 and I served as President in 2010-2011. I am a former member of the Board of Directors of the Port Orange / South Daytona Chamber of Commerce (I was recognized as Business Person of the Year in 2006 by that Chamber). Our daughter Emma Clark now serves on the Chamber Board. I also served on the Board of the Halifax Area Chamber of Commerce.

Andy Clark | CEO

All Aboard Properties

5111 South Ridgewood Avenue, Suite 201, Port Orange, FL 32127

This instrument prepared by
WILLIAM P. WEATHERFORD, JR./ddd
WILLIAM P. WEATHERFORD, JR., P.A.
Post Office Drawer 2366
Winter Park, Florida 32790

Property Appraisers Parcel I.D.
#532200040140 & #532200040170

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, Made the 15th day of September, 2022, by **Cirotti Enterprises, L.L.C.**, a Florida limited liability company, whose address is 14413 Centralia Road, Brooksville, Florida 34614 (hereinafter called the "Grantor"), to **91 Oneida LLC**, a Florida limited liability company, whose address is 5111 S. Ridgewood Avenue, Suite 201, Port Orange, Florida 32127 (hereinafter called the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Volusia County, Florida, to-wit:

Parcel 1:

That part of Government Lot 4, Section 22, Township 15 South, Range 33 East, Volusia County, Florida more particularly described as follows: Commence at the Intersection of the North line of said Government Lot 4 with the Westerly line of Atlantic Avenue formerly Ocean Shore Boulevard, an 80 foot street as now laid out; thence Southerly along the Westerly line of Atlantic Avenue a distance of 543.88 feet to the Point of Beginning; thence West and parallel with the North line of said Government Lot 4 a distance of 200 feet to a point; thence Northerly and parallel with Atlantic Avenue a distance of 73.5 feet to a point; thence West and parallel with the North line of said Government Lot 4 a distance of 100 feet to a point; thence Northerly and parallel with Atlantic Avenue a distance of 148.54 feet to a point; thence East and parallel with the North line of said Government Lot 4 a distance of 300 feet to a point in the Westerly line of Atlantic Avenue, thence Southerly along the Westerly line of Atlantic Avenue a distance of 222.04 feet to the Point of Beginning.

Parcel 2:

The Westerly 100 feet of the East 300 feet of the South 148.54 feet of the North 618.92 feet West of and measured on Ocean Shore Boulevard (South Atlantic Avenue) of Government Lot 4, Section 22, Township 15 South, Range 33 East, Volusia County, Florida.

Also known as part of Lots 188, 190, 192, 194 and 196, of Building 16, Sea Havens, according to the map or plat thereof as recorded in Plat Book 40, Page 151, Public Records of Volusia County, Florida.

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

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

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the land in fee simple; that the Grantor has good right and lawful authority to sell and convey the land, and

hereby warrants the title to the land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

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

Signed, sealed and delivered in our presence:

Cirotti Enterprises, L.L.C., a Florida limited liability company

By: Cassandra C. Lee
Cassandra C. Lee, Member

Sarah Tocco
Witness Signature

Sarah Tocco
Witness Printed Name

David Gula
Witness Signature
David Gula
Witness Printed Name

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 14th day of September, 2022, by means of ☒ physical presence or ☐ online notarization, by Cassandra C. Lee, as a Member of Cirotti Enterprises, L.L.C., a Florida limited liability company, who is personally known by me or who X produced Florida DL as identification, and who did/did not take an oath.

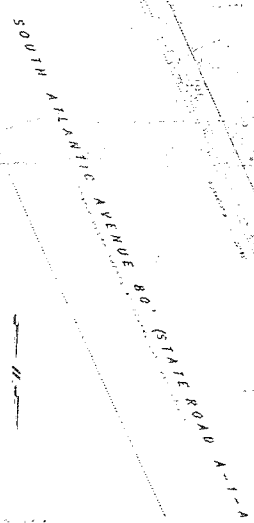


Sarah Tocco

(Print or Type Name of Notary)

Notary Public, State of Florida

My Commission Expires: 05/20/23

[illegible]



NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

August 1, 2022

Stewart Cruz, City Planner

City of Daytona Beach Shores

Planning Division

2990 S Atlantic Ave

Daytona Beach Shores, FL 32118

Re: Shores Depot – All Aboard Storage

2616 S Atlantic Ave

Environmental Statement

Dear Mr. Cruz,

In order to satisfy the comp plan amendment application requirement regarding Impact Analysis, this letter is submitted with goal of satisfying the environmental analysis of the property.

The current site is mostly developed and previously cleared. The only vegetation onsite appears to be planted at the time of the existing buildings. At the Site Plan application, the developer will follow all requirements and provide environmental surveys as required by code.

Wetlands do not appear to be present on site. If an environmental survey conducted by a licensed biologist is required, the applicant would like to request this be conducted, reviewed, and accepted, prior to site plan approval.

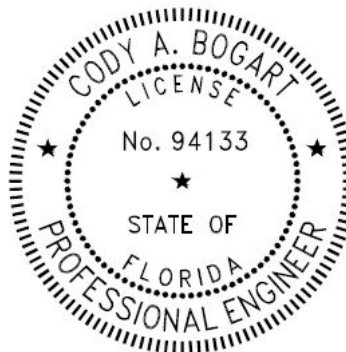
This letter does not constitute as an environmental survey or inspection, but as an opinion and request letter on behalf of the applicant.

If you have any questions or need additional information, please feel free to call or email me at cody@Newkirk-Engineering.com.

Sincerely,

NEWKIRK ENGINEERING, INC.

Cody Bogart, PE # 94133
Newkirk Engineering, Inc.





NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

October 4, 2022

Stewart Cruz, City Planner

City of Daytona Beach Shores

Planning Division

2990 S Atlantic Ave

Daytona Beach Shores, FL 32118

Re: Shores Depot – All Aboard Storage

2616 S Atlantic Ave

Trip Generation Statement

Dear Mr. Cruz,

Submitted is a trip generation report for the above referenced project which will be a proposed Indoor Self-Storage Facility. This trip generation report includes Cow-Licks Ice Cream, Sherwin Williams Paint Store, the existing Seahorse Storage, and the proposed All Aboard Storage. Cow-Lick's was included to coincide with parking calculation letter provided separate form this statement. The traffic trip generation and impact analysis were calculated from the following ITE Trip Generation Rates 8th Edition:

Description / ITE Code	UNIT	ITE Vehicle Trip Generation Rates								
		(peak hours are for peak hour of adjacent streets)								
		Weekday	AM	PM	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Mini-Warehouse (151)	KSF	2.5	0.15	0.26	59%	41%	0%	51%	49%	0%
Hardware/Paint Store (810)	KSF	51.29	1.08	4.84	50%	50%	26%	47%	53%	26%
Quality Restaurant (931)	KSF	89.95	0.81	7.49	50%	50%	44%	67%	33%	44%
Residential Townhome (230)	DU	5.81	0.44	0.52	17%	83%	0%	67%	33%	0%

Existing Trip Estimation										
Description / ITE Code Proposed Conditions	UNIT	Total Generated Trips			Total Distribution of Generated Trips					
		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Mini-Warehouse (151)	3.100	8	0	1	0	0	0	0	0	0
Hardware/Paint Store (810)	8.000	410	9	39	5	5	2	19	22	2
Quality Restaurant (931)	4.550	409	4	34	3	3	2	24	12	2
Residential Townhome (230)	10.860	63	5	6	1	4	0	4	2	0
Total Existing Trips		890	18	79	9	12	4	47	36	4

Proposed Trip Estimation										
Description / ITE Code Proposed Conditions	UNIT KSF	Total Generated Trips			Total Distribution of Generated Trips					
		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Mini-Warehouse (151)	39.700	99	6	10	4	2	0	5	5	0
Hardware/Paint Store (810)	8.000	410	9	39	5	5	2	19	22	2
Quality Restaurant (931)	4.550	409	4	34	3	3	2	24	12	2
Total Proposed Trips		919	18	83	12	11	4	48	39	4

NET CHANGE	28	1	4	2	-2	0	1	3	0
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The calculations provided above use the values determined from the Institute of Transportation Engineering trip generation analysis for each designated land use. The existing RMF-3 area allows up to 10.86 dwelling units and is proposed to be rezoned and amended to coincide with the rest of the area in question as TOC land use and GC-RD zoning.

According to the FDOT traffic count provided for A1A at the proposed site location, the AADT is 3200. The project proposes a total of 28 additional daily trips which is 0.88% of the total trips. Since the proposed project increases the net daily trips by less than 10%, this proves that the current conditions of A1A are sufficient for the proposed project.

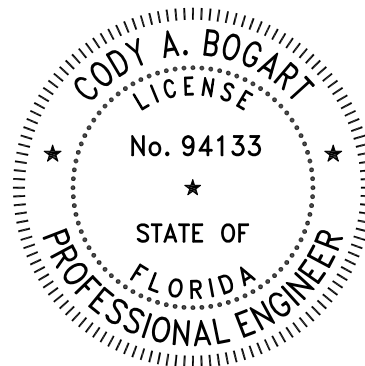
The trip generation calculations show that the proposed development will create an additional 28 Daily Trips, 1 AM Peak Hour and 4 PM Peak Hour trips. Trip generation calculations are based on the 8th Edition of the ITE manual which is the most up to date edition that is publicly available. Newer versions offer more information on pedestrian behavior, bicycle analysis, and truck data, which is not applicable to the trip generation analysis for this project.

If you have any questions or need additional information, please feel free to call or email me at cody@Newkirk-Engineering.com.

Sincerely,

NEWKIRK ENGINEERING, INC.

Cody Bogart, PE # 94133
Newkirk Engineering, Inc.





NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

August 1, 2022

Stewart Cruz, City Planner

City of Daytona Beach Shores

Planning Division

2990 S Atlantic Ave

Daytona Beach Shores, FL 32118

Re: Shores Depot – All Aboard Storage

2616 S Atlantic Ave

Water and Sewer Demand Analysis

Dear Mr. Cruz,

Submitted is a Water and Sewer Demand Calculation for the above referenced project which proposes the rezoning and amendment of part of the property from multi-family to general commercial to be able to expand the indoor self-storage use onsite, which will change the anticipated demand of water and sewer.

The attached calculations show the reduction in demand based on the existing ability to have 4-unit multifamily development and the proposed scenario as shown on the concept plan (see attached tables).

The calculations show a decrease of demand in water and sewer as summarized below:

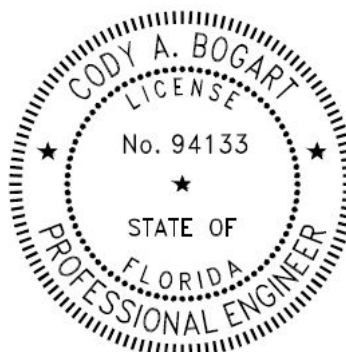
Utility	Average Daily Flow (GPD)	Max Daily Flow (GPD)	Peak Hourly Flow (GPD)
Water	-1,000	-2,000	-2.8
Wastewater	-750	-1,500	-2.1

If you have any questions or need additional information, please feel free to call or email me at cody@Newkirk-Engineering.com.

Sincerely,

NEWKIRK ENGINEERING, INC.

Cody Bogart, PE # 94133
Newkirk Engineering, Inc.



SHORES DEPOT FLOW DETERMINATIONS FOR FDEP APPLICATIONS AVERAGE DAILY FLOW				
ESTABLISHMENT	UNIT	FACTOR	NO. OF UNITS	TOTAL ERU'S
Residential				
Multi-family (3 or more bedrooms)	Per Unit	1.000	2.0	2.000
Multi-family (2 bedrooms)	Per Unit	0.833	2.0	1.666
Commercial				
Office Building (Add food service & retail space)	Per 1,000 sq. ft. gross	0.334	11.085	3.702
Warehouse-Office	Use fixture units for warehouse area, see Office Building for ERU's in that area (Add for food service & other uses)			
ERU COMBINED ERU's				
Combined Above ERU's =			7.368	
Fixture Units for Establishments (Uses) not listed in above tables =			0	
Additional ERU's Based on Remaining Unit Fixtures =			0.000	
Total Combined ERU's =			7.368	
Is Sanitary Sewer applicable to the project (enter Y or N)? =			Y	
Sewer Multiplier =			0.75	
AVERAGE DAILY FLOW (ADF)				
Water = ERU x 300 GPD			2,211 GPD	
Sewer = Water ADF * Sewer Multiplier =			1,658 GPD	
MAXIMUM DAILY FLOW				
Water = 2 x ADF =			4,421 GPD	
Sewer = 2 x ADF =			3,316 GPD	
PEAK HOURLY FLOW				
Water = 4 x ADF =			6.1 gpm	
Peak Factor =			4.0	
Sewer = Peak Factor x ADF =			4.6 gpm	

Potential residential units

Existing Sherwin and Storage facilities

EXISTING CONDITIONS

SHORES DEPOT FLOW DETERMINATIONS FOR FDEP APPLICATIONS AVERAGE DAILY FLOW				
ESTABLISHMENT	UNIT	FACTOR	NO. OF UNITS	TOTAL ERU'S
Residential				
Multi-family (3 or more bedrooms)	Per Unit	1.000	0.0	0.000
Multi-family (2 bedrooms)	Per Unit	0.833	0.0	0.000
Commercial				
Office Building (Add food service & retail space)	Per 1,000 sq. ft. gross	0.334	11.085	3.702
Warehouse-Office	Use fixture units for warehouse area, see Office Building for ERU's in that area (Add for food service & other uses)			
ERU COMBINED ERU's				
Combined Above ERU's =			3.702	
Fixture Units for Establishments (Uses) not listed in above tables =			4	
Additional ERU's Based on Remaining Unit Fixtures =			0.333	
Total Combined ERU's =			4.036	
Is Sanitary Sewer applicable to the project (enter Y or N)? =			Y	
Sewer Multiplier =			0.75	
AVERAGE DAILY FLOW (ADF)				
Water = ERU x 300 GPD			1,211 GPD	
Sewer = Water ADF * Sewer Multiplier =			908 GPD	
MAXIMUM DAILY FLOW				
Water = 2 x ADF =			2,421 GPD	
Sewer = 2 x ADF =			1,816 GPD	
PEAK HOURLY FLOW				
Water = 4 x ADF =			3.4 gpm	
Peak Factor =			4.0	
Sewer = Peak Factor x ADF =			2.5 gpm	

No potential residential units

Additional Fixtures in proposed building

PROPOSED CONDITIONS

Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org



Property Summary

Alternate Key:	4862668
Parcel ID:	532200040170
Township-Range-Section:	15 - 33 - 22
Subdivision-Block-Lot:	00 - 04 - 0170
Business Name:	
Owner(s):	CIROTTI ENTERPRISES LLC - 100%
Mailing Address On File:	14413 CENTRALIA RD BROOKSVILLE FL 34614
Physical Address:	2616 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118
Building Count:	0
Neighborhood:	7362 - W/S ATL AVE DAYTONA BCH SHORE
Subdivision Name:	
Property Use:	1000 - VACANT COMM
Tax District:	403-DAYTONA BEACH SHORES
2021 Certified Millage Rate:	18.5026
Homestead Property:	No
Agriculture Classification:	No
Short Description:	22-15-33 W 100 FT OF E 300 FT OF S 148.54 FT OF N 618.92 FT W OF & MEAS ON S ATLANTIC AVE GOVT LOT 4 AKA PART OF 188190 192 & 194 & 196 BLDG #16 SEA HAVENS MB 40 PG 152 PER OR2840

Property Values

Tax Year:	2022 Working	2021 Final	2020 Final
Valuation	1-Market	1-Market	1-Market
Method:	Oriented Cost	Oriented Cost	Oriented Cost
Improvement	\$0	\$0	\$0
Value:	\$142,800	\$122,400	\$122,400
Land Value:	\$142,800	\$122,400	\$122,400
Just/Market Value:			

Working Tax Roll Values by Taxing Authority

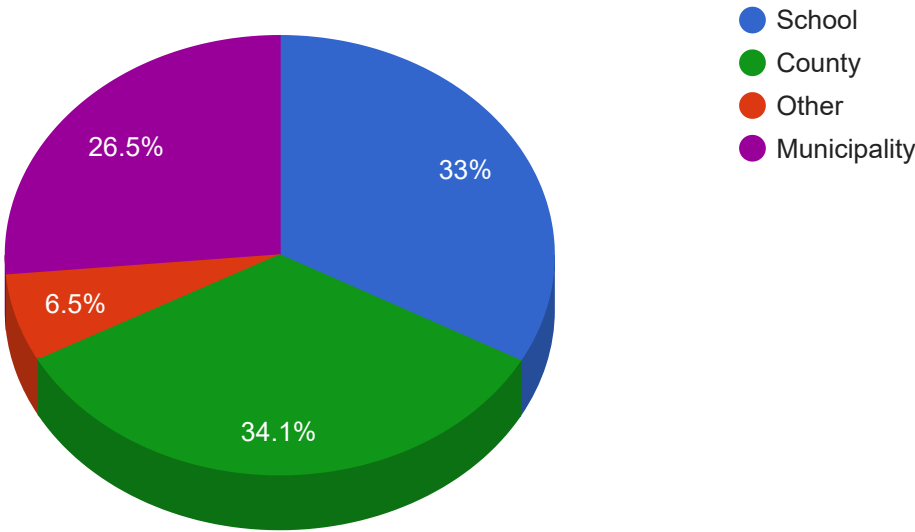
Values shown below are the 2022 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2021 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	\$142,800	\$142,800	\$0	\$142,800	1.5000	\$214.20
0012	DISCRETIONARY	\$142,800	\$142,800	\$0	\$142,800	0.7480	\$106.81
0011	REQ LOCAL EFFORT	\$142,800	\$142,800	\$0	\$142,800	3.5540	\$507.51
0050	GENERAL FUND	\$142,800	\$134,640	\$8,160	\$134,640	5.3812	\$724.52
0055	LIBRARY	\$142,800	\$134,640	\$8,160	\$134,640	0.5174	\$69.66
0520	MOSQUITO CONTROL	\$142,800	\$134,640	\$8,160	\$134,640	0.1781	\$23.98
0530	PONCE INLET PORT AUTHORITY	\$142,800	\$134,640	\$8,160	\$134,640	0.0845	\$11.38
0058	VOLUSIA ECHO	\$142,800	\$134,640	\$8,160	\$134,640	0.2000	\$26.93
0057	VOLUSIA FOREVER	\$142,800	\$134,640	\$8,160	\$134,640	0.2000	\$26.93
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$142,800	\$134,640	\$8,160	\$134,640	0.0320	\$4.31
0100	HALIFAX HOSPITAL AUTHORITY	\$142,800	\$134,640	\$8,160	\$134,640	0.9529	\$128.30
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$142,800	\$134,640	\$8,160	\$134,640	0.2189	\$29.47
0240	DAYTONA BEACH SHORES	\$142,800	\$134,640	\$8,160	\$134,640	4.9356	\$664.53
						18.5026	\$2,538.53

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	\$2,538.53
				Estimated Non-Ad Valorem Tax:	\$0.00
				Estimated Taxes:	\$2,538.53
				Estimated Tax Amount without SOH/10CAP	\$2,642.17

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2021	\$122,400	\$0	\$122,400	\$122,400	\$0	\$122,400	\$0
2020	\$122,400	\$0	\$122,400	\$122,400	\$0	\$122,400	\$0
2019	\$122,400	\$0	\$122,400	\$122,400	\$0	\$122,400	\$0
2018	\$122,400	\$0	\$122,400	\$119,680	\$0	\$119,680	\$0
2017	\$108,800	\$0	\$108,800	\$108,800	\$0	\$108,800	\$0
2016	\$108,800	\$0	\$108,800	\$108,800	\$0	\$108,800	\$0
2015	\$108,800	\$0	\$108,800	\$108,800	\$0	\$108,800	\$0
2014	\$108,800	\$0	\$108,800	\$108,800	\$0	\$108,800	\$0
2013	\$108,800	\$0	\$108,800	\$108,800	\$0	\$108,800	\$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1000-VACANT COMMERCIAL		S-SQUARE FEET			13,600			10.50	\$142,800
Total Land Value:										\$142,800

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
Total Miscellaneous Value:						\$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
5144 / 553	2003204735	08/19/2003	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$1,250,000
4610 / 0196	2000200373	11/15/2000	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$25,000
2863 / 1942		08/15/1986	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$100
2840 / 0288		06/15/1986	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$85,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
22-15-33 W 100 FT OF E 300 FT OF S 148.54 FT OF N 618.92 FT W OF & MEAS ON S ATLANTIC AVE GOVT LOT 4 AKA PART OF 188190 192 & 194 & 196 BLDG #16 SEA HAVENS MB 40 PG 152 PER OR2840 PG 288 & OR 2863 PG 1943 PER OR 5144 PG 553	403	15 - 33 - 22	00 - 04 - 0170	16-SEP-86

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser’s office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
02/22/2013	2013-178	REMOVE INT WALLS & DUCT WORK	\$2,400
02/22/2013	2013-180	ELIMINATE 1 BTH & KITCHEN SINK	\$500

06/23/2005	BP2004-27	\$0
01/22/2004	bp2003-171	\$0

24180161

BOOK PAUL

JAN 2 1983

11-3-77

RECIPROCAL GRANT OF EASEMENT

STEVE PETRAS and ANGIO GEORGOUDICE (hereinafter referred to as "Petras"), owners of that property described in Exhibit 1 attached hereto (hereinafter called the "Petras Property"), and NICHOLAS A. GEORGE (hereinafter referred to as "George"), owner of that property described in Exhibit 2 attached hereto (hereinafter referred to as the "George Property"), in consideration of the mutual obligations stated herein, agree as follows:

Petras and George grant each to the other and the licensees, invitees, and guests of each, an easement for the parking of automotive vehicles in that parking lot presently servicing and located on the Petras and George properties. The easement granted to George hereunder shall be for the parking of automotive vehicles on that portion of the southerly one-half of the above described parking lot located on the Petras property. The easement granted hereunder to Petras shall be for the parking of automotive vehicles on that property located on the northerly one-half of that portion of the above described parking lot located on the George property. George and Petras hereby also grant to each other and to each other's licensees, invitees and guests, an easement for ingress and egress over the above described parking lot as is necessary for the use of the above described parking easements.

The parking easement for each automotive vehicle granted hereunder shall be of sufficient dimensions so as to be in compliance with all applicable city and county ordinances. Each of the undersigned shall maintain that portion of the above described parking lot located on his property free of obstructions and refuse with adequate lighting, drainage, and striping of parking spaces.

The above described easements and covenants shall run with the respective parcels of property to which they are appurtenant and shall be binding on, and shall inure to the benefit of, the parties hereunder

418 116

BOOK PAGE

-2-

and their heirs, legal representatives, successors and assigns.

Executed this 19 day of January, 1983.

WITNESSES:

Helen M. Berendt

Steve Petras
STEVE PETRAS

Mary Ann Ballard
As to Steve Petras and
Argiro Georgoudios

Argiro Georgoudios
ARGIRO GEORGOUDIOS

Mary Ann Ballard
Helen M. Berendt
As to Nicholas A. George

Nicholas A. George
NICHOLAS A. GEORGE

STATE OF FLORIDA,

COUNTY OF VOLUSIA,

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared STEVE PETRAS, ARGIRO GEORGOUDIOS and NICHOLAS A. GEORGE to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and seal in the County and State last aforesaid this 19 day of January, 1983.

Mary Ann Ballard
Notary Public

My commission expires: May 15, 1985

24180163

BOOK PAGE

Exhibit I

PARCEL 2: THAT PART OF GOVERNMENT LOT 4, SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 4 WITH THE WESTERLY LINE OF ATLANTIC AVENUE (FORMERLY OCEAN SHORE BOULEVARD), AN 80' STREET AS NOW LAID OUT; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF ATLANTIC AVENUE A DISTANCE OF 543.88' TO THE POINT OF BEGINNING; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 200' TO A POINT; THENCE NORTHERLY AND PARALLEL WITH ATLANTIC AVENUE A DISTANCE OF 73.5' TO A POINT; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 100' TO A POINT; THENCE NORTHERLY AND PARALLEL WITH ATLANTIC AVENUE A DISTANCE OF 148.54' TO A POINT; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 300' TO A POINT IN THE WESTERLY LINE OF ATLANTIC AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF ATLANTIC AVENUE A DISTANCE OF 222.04' TO THE POINT OF BEGINNING.

S.W.

Exhibit 2

PARCEL 3: THAT PART OF GOVERNMENT LOT 4, SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 4 WITH THE WESTERLY LINE OF ATLANTIC AVENUE (FORMERLY OCEAN SHORE BOULEVARD), AN 80' STREET AS NOW LAID OUT; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF ATLANTIC AVENUE A DISTANCE OF 543.88' TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE WESTERLY LINE OF ATLANTIC AVENUE A DISTANCE OF 75' TO A POINT; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 200' TO A POINT; THENCE NORTHERLY AND PARALLEL WITH ATLANTIC AVENUE A DISTANCE OF 75' TO A POINT; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 200' TO THE POINT OF BEGINNING.

COW LICKS

115.33

ALL ABOARD PROPERTIES5111 S. RIDGEWOOD AVENUE, SUITE 201
PORT ORANGE, FL 32127
(386) 763-2280WELLS FARGO BANK, N.A.
FLORIDA

25355

63-751/631

**** TWO HUNDRED TWENTY AND 00/100 DOLLARS

TO THE
ORDER OF

07/28/2022

\$220.00*****

CITY OF DAYTONA BEACH SHORES
3050 S ATLANTIC AVE
DAYTONA BEACH, FL 32118

AUTHORIZED SIGNATURE

MP

⑈025355⑈ ⑆063107513⑆ 5060305512⑈

THE FACE OF THIS CHECK HAS A COLORED BACKGROUND ON WHITE PAPER. THE BACK A UNIQUE CHECK IDENTITY BAR CODE AND A WATERMARK - HOLD AT AN ANGLE TO VIEW.

ALL ABOARD PROPERTIES5111 S. RIDGEWOOD AVENUE, SUITE 201
PORT ORANGE, FL 32127
(386) 763-2280WELLS FARGO BANK, N.A.
FLORIDA

25358

63-751/631

**** ONE HUNDRED THIRTY SIX AND 40/100 DOLLARS

TO THE
ORDER OF

07/28/2022

\$136.40*****

CITY OF DAYTONA BEACH SHORES
3050 S ATLANTIC AVE
DAYTONA BEACH, FL 32118

AUTHORIZED SIGNATURE

MP

⑈025358⑈ ⑆063107513⑆ 5060305512⑈

THE FACE OF THIS CHECK HAS A COLORED BACKGROUND ON WHITE PAPER. THE BACK A UNIQUE CHECK IDENTITY BAR CODE AND A WATERMARK - HOLD AT AN ANGLE TO VIEW.

ALL ABOARD PROPERTIES5111 S. RIDGEWOOD AVENUE, SUITE 201
PORT ORANGE, FL 32127
(386) 763-2280WELLS FARGO BANK, N.A.
FLORIDA

25357

63-751/631

**** FIVE HUNDRED FIFTY AND 00/100 DOLLARS

TO THE
ORDER OF

07/28/2022

\$550.00*****

CITY OF DAYTONA BEACH SHORES
3050 S ATLANTIC AVE
DAYTONA BEACH, FL 32118

AUTHORIZED SIGNATURE

MP

⑈025357⑈ ⑆063107513⑆ 5060305512⑈

Public Notices

Notice to Town Center at Palm Coast Community Development District Residents

The Board of Supervisors ("the Board") of the Town Center of Palm Coast Community Development District ("the District") currently has two vacancies in Seat #2 & Seat #3 with the terms expiring November 2024 and November 2022. The Board is seeking Qualified Elector candidates to fill these seats.

Per Florida Statute, 190.003(17), ("Qualified elector" means any person at least 18 years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who registers to vote with the Supervisor of Elections in the county in which the District land is located.")

The meetings schedule is available at: <https://www.towncenterofpalmcoast.org/meetings>

All interested and qualified candidates are asked to contact the District Manager, Bob Koncar, by email at bob.koncar@inframark.com, or by telephone at (904) 626-0593. Any correspondence of expressions of interest and/or résumés that candidates would like to have presented to the Board for consideration of their candidacy must be provided to the District Manager no later than November 11, 2022. Please note that all materials provided become part of the public record. Interested candidates will be required to attend the next meeting (November 18, 2022 at 10:00 a.m.) so that they may address the Board regarding their candidacy, and, if appointed, be able to immediately assume office at that meeting

L#7838511 9/29/2022

PHOTOS are worth a thousand words included in your ad.

Public Notices

BOARD OF SUPERVISORS
MEETING DATES
WALKERS GREEN
COMMUNITY DEVELOPMENT
DISTRICT
FISCAL YEAR 2022-2023

The Board of Supervisors of the Walkers Green Community Development District will hold their regular meetings for the Fiscal Year 2022-2023 at the Cobb Cole Center, 149 Ridgewood Avenue, Daytona Beach, Florida 32114 at 10:00 a.m. unless otherwise indicated; as follows:

October 4, 2022
November 1, 2022
December 6, 2022
January 3, 2023
February 7, 2023
March 7, 2023
April 4, 2023
May 2, 2023
June 6, 2023
July 5, 2023
August 1, 2023
September 5, 2023

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record of the meeting. A copy of the agenda for these meetings may be obtained from PFM Group Consulting LLC located at 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817 or by calling (407) 723-5900.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 723-5900 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

L#7844379 9/29/2022

Public Notices

Intention to Lease

Pursuant to Section 373.093, F.S., the St. Johns River Water Management District ("District") gives notice of its intention to lease a total of 3.50-acres over District properties known as Pellicier Creek, Moses Creek, Deep Creek, Horseshoe Point, Murphy Creek and Dunns Creek Conservation Areas in Flagler, St. Johns and Putnam County, Florida for use as apiary sites. The properties are anticipated to be leased October 28, 2022 at approximately 3 p.m. at District Headquarters, 4049 Reid Street, Palatka, Florida, 32177. Apiary bid information is available on the District's website at www.sjrwmd.com.

#7784607 9/15, 9/22, 9/29/2022

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Daytona Beach Shores will hold a Public Hearing to consider a Future Land Use Map Amendment request for the property generally located at 2616 S. Atlantic Avenue, Daytona Beach Shores, FL 32118, Parcel No. 532200040170. The applicant, All Aboard Storage c/o Andy Clark, is requesting a Future Land Use Map Amendment to change the future land use category from Medium Density Residential to Tourist Oriented Commercial. Planning and Zoning Board, October 10, 2022 at 8:30 a.m.

City Council 1st Reading, October 25, 2022, at 6:00 p.m.

City Council 2nd Reading, December 13, 2022, at 6:00 p.m.

The hearing will be held in the City Council Chambers in the Community Center located at 3000 Bellemead Drive, Daytona Beach Shores, Florida.

All interested parties are invited to appear at this public hearing and submit oral or written objections or comments. The application is available for public inspection at the City of Daytona Beach Shores, Community Services Department, Planning Division, 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida. For more information, please call Tel. (386) 763-5376.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than seven working days prior to the hearing.

L#7825371 9/29/2022 11

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CITY OF EDGEWATER
NOTICE OF PUBLIC HEARING
ORDINANCE NO. 2022-O-14

Notice is hereby given that the City Council of the City of Edgewater, Florida, will hold a public hearing on Monday, October 3, 2022, at 6:00 p.m. or as soon thereafter as the matter may be heard, in Council Chambers, 104 N. Riverside Drive, Edgewater, to consider Ordinance No. 2022-O-14. All interested persons are invited to attend. This hearing may be continued to one or more dates. The dates, times and places of any continuation of the above-scheduled public hearings will be announced at said public hearing and no further notification regarding said continuation is required to be published. Additional information and a copy of the proposed ordinance, including complete legal description by metes and bounds, may be obtained from the City Clerk, 104 N. Riverside Drive, Edgewater. If any person decides to appeal any decision made by the City Council with respect to any matter considered at such hearing, a record of the proceedings may be needed, and in that event, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. In accordance with the American with Disabilities Act, persons needing assistance to participate in this hearing should contact the City Clerk at (386) 424-2400 extension #1101.

ORDINANCE NO. 2022-O-14

AN ORDINANCE ANNEXING 11.2± ACRES OF CERTAIN REAL PROPERTY LOCATED AT 1805 ST. CROIX WAY (PARCEL IDENTIFICATION NUMBER 843801000367), VOLUSIA COUNTY, INTO THE CITY OF EDGEWATER, FLORIDA; SUBJECT TO THE JURISDICTION, OBLIGATIONS, BENEFITS AND PRIVILEGES OF THE MUNICIPALITY; AMENDING THE DESCRIPTION OF THE CITY OF EDGEWATER CORPORATE LIMITS; PROVIDING FOR FILING WITH THE CLERK OF THE CIRCUIT COURT, VOLUSIA COUNTY, THE VOLUSIA COUNTY PROPERTY APPRAISER AND THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR AN EFFECTIVE DATE, RECORDING AND ADOPTION.

Submitted by,
Bonnie Zlotnik, CMC
City Clerk

DB-32267681

Public Notices

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Daytona Beach Shores will hold a Public Hearing to consider a zoning map amendment request for the property generally located at 2616 S. Atlantic Avenue, Daytona Beach Shores, FL 32118, Parcel No. 532200040170. The applicant, All Aboard Storage c/o Andy Clark, is requesting a zoning map amendment from RMF-3 Multifamily Residential District (Low Density) to GC-RD District (General Commercial-Redevelopment). Planning and Zoning Board, October 10, 2022 at 8:30 a.m.

City Council 1st Reading, October 25, 2022, at 6:00 p.m.

City Council 2nd Reading, December 13, 2022, at 6:00 p.m.

The hearing will be held in the City Council Chambers in the Community Center located at 3000 Bellemead Drive, Daytona Beach Shores, Florida.

All interested parties are invited to appear at this public hearing and submit oral or written objections or comments. The application is available for public inspection at the City of Daytona Beach Shores, Community Services Department, Planning Division, 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida. For more information, please call Tel. (386) 763-5376.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than seven working days prior to the hearing.

L#7825415 9/29/2022 11

Public Sale

NOTICE OF PUBLIC SALE: John's Towing Auto & Truck Service, Inc. gives Notice of Foreclosure of Lien and intent to sell these vehicles on 10/8/2022 8:00 am at 1103 N State St Bunnell, FL 32110, pursuant to subsection 713.78 of the Florida Statutes. John's Towing Auto & Truck Service, Inc reserves the right to accept all bids.

37MUJ62N38M053658 2008 TOYT
5XYPG4A32HG272839 2017 KIA
JA32VZFV5E003086 2014 MITS
9/29/22 1X

NOTICE OF PUBLIC SALE: John's Towing Auto & Truck Service, Inc. gives Notice of Foreclosure of Lien and intent to sell these vehicles on 10/22/2022 8:00 am at 1103 N State St Bunnell, FL 32110, pursuant to subsection 713.78 of the Florida Statutes. John's Towing Auto & Truck Service, Inc reserves the right to accept all bids.

3GNKBKRS3M5571593 2021 CHEV
9/29/22 1X

NOTICE OF PUBLIC SALE: John's Towing Auto & Truck Service, Inc. gives Notice of Foreclosure of Lien and intent to sell these vehicles on 10/14/2022 8:00 am at 1103 N State St Bunnell, FL 32110, pursuant to subsection 713.78 of the Florida Statutes. John's Towing Auto & Truck Service, Inc reserves the right to accept all bids.

1G8AJ55F57Z164355 2007 STRN
1GKDT13572121888 2002 GMC
3MZBM1U77FM206946 2015 MAZD
3N1AB6APCL728523 2012 NISS
JN1BJ2221Y0262797 2000 MAZD
SAJWA0F59FP67080 2015 JAGU
9/29/22 1X

Continued on D3

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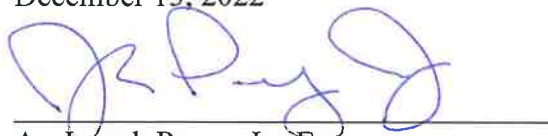
**AFFIDAVIT OF COMPLIANCE
WITH PUBLIC NOTICE REQUIREMENTS
OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA**

I, the undersigned, hereby certify that I have mailed or caused to be mailed by First Class, Certified Mail, to the named property owners listed below whose property is abutting the property which is the subject of applications and public hearings pursuant to the City of Daytona Beach Shores Code of Ordinances, a notice containing the time, date and purpose of the public hearings and address of the subject property. The notices were sent at least thirty (30) days prior to the meeting date. A copy of the notice and signed certified mail return cards are attached. The subject property was also posted with a placard on September 30, 2022. A legal advertisement of the type and size required by the Daytona Beach Shores Code of Ordinances was placed in the Daytona Beach News Journal on September 29, 2022. A proof of publication affidavit is attached.

The names and addresses of the following property owners were obtained from the Volusia County Property Appraiser's Office and mailed to said property owners on August 30, 2022.

<u>Name</u>	<u>Address</u>	<u>Certified Mail Receipt #</u>
Please see attached adjoining owners list from Volusia County	Please see attached adjoining owners list from Volusia County	Attached

Planning and Zoning Board Hearing Date: October 10, 2022
City Council 1st Reading Date: October 25, 2022
City Council 2nd Reading Date: December 13, 2022



A. Joseph Posey, Jr., Esq.
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114
(386) 238-8383
(386) 238-0988 (fax)

STATE OF FLORIDA
COUNTY OF VOLUSIA

SWORN AND SUBSCRIBED before me by means of (check one) ☒ physical presence or [] online notarization, this 6th day of October, 2022 by Adolph Joseph Posey, Jr. He is (check one) [] personally known to me or [] produced his driver's license as identification.


Notary Public, State of Florida at Large

(SEAL)



APRIL M. ROSAMILIA
Commission # HH 201352
Expires January 6, 2026



Property Appraiser Larry Bartlett

DISCLAIMER: Surrounding Owners Request Prepared by Volusia County Property Appraisers Office

s22074

The Volusia County Property Appraiser and staff are constantly working to provide and publish the most current and accurate information possible. No warranties, expressed or implied are provided for the data herein, its use, or its interpretation.

Additionally, the Appraiser's data is not as current as the Clerk of the Court data causing mismatches - which are beyond our control

Again, one must remember that the primary use of the assessment data contained is for the preparation of the current year tax roll.

No responsibility or liability is assumed for inaccuracies or errors.

STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the following is a true
copy of the records of this office. This
is day of August A.D. 20 22

Larry Bartlett, Property Appraiser

By: *[Signature]*
Chief Deputy Property Appraiser

Yellow Highlighted Information is redacted pursuant to Florida Statute 119.071. Please provide a copy of the documents being mailed to our office at 123 W. Indiana Ave., Room 102, DeLand, FL 32720. We will mail the information to this property owner for you. If you have any questions, please call 386-822-5717.

Parcel Number of Subject Property: 5322-00-04-0170 & 5322-00-04-0140 - Adjacent Only - Storch Law Firm - 8/9/2022

PID	OWNER1	ADDR1	MAIL CITY	MAIL STATE	MAIL ZIP
532200040041	CITY OF DAYTONA BEACH SHORES	2990 S ATLANTIC AVE	DAYTONA BEACH SHORES	FL	32118
532200040140	CIRIOTTI ENTERPRISES LLC	14413 CENTRALIA RD	BROOKSVILLE	FL	34614
532200040150	72-74 LAFAYETTE AVE REALTY	3 WHIPSER-IN CL	ORMOND BEACH	FL	32174
532223152000	GRIMALDI JOSEPH A	200 FLORIDA SHORES BLVD #S0515	DAYTONA BEACH SHORES	FL	32118
532223000001	SEA HAVENS HOMEOWNERS ASSOC IN	PO BOX 730663	ORMOND BEACH	FL	32173
532200040170	CIRIOTTI ENTERPRISES LLC	14413 CENTRALIA RD	BROOKSVILLE	FL	34614
532218000002	2626 CONDO COA	2626 S ATLANTIC AVE	DAYTONA BEACH SHORES	FL	32118
532222000001	SANDPOINT CONDO COA	2180 STATE ROAD 434 SUITE 5000	LONGWOOD	FL	32779
532221000001	HOLIDAY SHORES CONDO ASSOC	2617 S ATLANTIC AVE	DAYTONA BEACH SHORES	FL	32118
532200040042	CITY OF DAYTONA BEACH SHORES	2990 S ATLANTIC AVE	DAYTONA BEACH SHORES	FL	32118
532218001070	HILGER GARY RICHARD	2626 S ATLANTIC AVE UNIT 107	DAYTONA BEACH SHORES	FL	32118
532218005090	WARHOLD MICHAEL	3598 MIDDLEBORO RD	PITTSBURGH	PA	15234
532218001020	BROWN GEORGE G & BARBARA C	2764 S PENINSULA DR	DAYTONA BEACH SHORES	FL	32118
532218001010	LATREILLE PATRICE	3131 S RIDGEWOOD AVE UNIT 309	SOUTH DAYTONA	FL	32119
532218003090	HALLMAN DONALD E F TR	33929 FOUNTAIN BLVD	WESTLAND	MI	48185
532218003090	TWENTY-SIX TWENTY-SIX CONDO	2626 S ATLANTIC AVE	DAYTONA BEACH SHORES	FL	32118
532218004010	SCHWENDEMAN AUDREY	189 SCHWENDEMAN HILL RD	LOWELL	OH	45744
532218002070	BRADSHAW CHRIS G	2626 S ATLANTIC AVE UNIT 207	DAYTONA BEACH	FL	32118
532218004050	DUQUETTE MARC JOSEPH	2626 S ATLANTIC AVE UNIT 405	DAYTONA BEACH SHORES	FL	32118
532218004020	FINDLAY JULIA G	20 MCGIBONEY RD	COVINGTON	GA	30016
532218004030	STRAUBER ELENA	2626 S ATLANTIC AVE UNIT 403	DAYTONA BEACH SHORES	FL	32118
532218004040	NEEDHAM TIMOTHY FORREST	2220 OGLESBY BRIDGE RD SW	CONYERS	GA	30094
532218004060	MALHOTRA CARMEN NEDDA	14 ARBOR FIELD WAY	LAKE GROVE	NY	11755
532218004070	TAYLOR BARRY & DEBORAH A	95 FIDDLERS CREEK RD	TITUSVILLE	NJ	08560

532218004080	BURRUBY JO TR	54 ZIELGER AVE	POUGHKEEPSIE	NY	12603
532218004090	BURRUBY JO TR	54 ZIELGER AVE	POUGHKEEPSIE	NY	12603
532218005010	GULLA PETER C & STEPHANIE	82 ATHENS AVE	SOUTH AMBOY	NJ	08879
532218001040	TWENTY-SIX TWENTY-SIX CONDO	2626 S ATLANTIC AVE UNIT 104	DAYTONA BEACH SHORES	FL	32118
532218001030	NATION CATHLEEN	820 STAGHORN EXTENSION	NICHOLSON	GA	30565
532218001080	MYERS ROBERT D & MARLENE E	108 SUNNYRIDGE DR	NEW KENSINGTON	PA	15068
532218001090	LEQUIPE COLLISION EXPERT INC	714 RUE MARCO-POLLO	BOUCHERVILLE	QC CANADA	J4B 6K7
532218005070	SANTIAGO RAYMOND & MYRTA	24-13 88TH ST	JACKSON HEIGHTS	NY	11369
532218002010	ICOVINO JACK & MARCELLA	542 N LAKE SHORE DR	BRICKTOWN	NJ	08723
532218002020	DELAROSA RODRIGO	13 PENNYBROOK LN	MIDDLETON	NJ	07748
532218002030	VAN HORN AMY	611 WILLIAM PENN PL APT 1813	PITTSBURGH	PA	15219
532218002040	PALAJAC PETER A	626 CANAL VIEW BLVD	PORT ORANGE	FL	32129
532218002050	MATTESON JAMES B	526 NORTH ST	BROOKLYN HTS	OH	44131
532218002060	KRIEL LIUBOV A	4927 SUMMER WIND DR	BUFORD	GA	30519
532218003020	DORLEY TANIA Z	942 BLYTHDALE RD	OTTAWA	ON CANADA	K2A 2N6
532218002080	JONES ANTHONY ERIC	12509 KIRKHAM RD	LOUISVILLE	KY	40299
532218002090	LOZINSKI RHONDA D	53 BARTLETT AVE	WILBRAHAM	MA	01095
532218003010	MEIER STEFAN	2626 S ATLANTIC AVE UNIT 301	DAYTONA BEACH SHORES	FL	32118
532218003030	HALKOS ALEXANDER A & PENELOPE	2842 CRAVEY TR NE	ATLANTA	GA	30345
532218003040	OMALLEY PEARSE J & JANET	106 GABLE RD	CRANBERRY TWP	PA	16066
532218003050	MARQUETTE DONNA J	4668 OVIATT WINHAM RD	NEWTON FALLS	OH	44444
532218005060	CASTAGNACCI DAVID	671 WELLINGTON BLVD UNIT 24	ORMOND BEACH	FL	32174
532218005020	MARQUETTE FLOYD B	4668 OVIATT WINDHAM RD	NEWTON FALLS	OH	44444
532218005030	HALLMAN CHARLES D & DAWN A	2512 HANNAN RD	CANTON	MI	48188
532218005040	HOCH LEON E	2626 S ATLANTIC AVE UNIT 504	DAYTONA BEACH SHORES	FL	32118
532218003080	CRONIN MATTHEW T	150 4TH AVE APT 2C	BROOKLYN	NY	11217
532218003060	CAREY TRAVIS M	357 CR 513	CALIFON	NJ	07830
532218003070	NETZER VIRGIL	1324 15TH AVE NE	ABERDEEN	SD	57402
532218005050	ZACK KIERRA	2626 S ATLANTIC AVE UNIT 5050	DAYTONA BEACH SHORES	FL	32118
53222200007A	PEDEN MICHAEL SCOTT	1659 117 NASH RD	COURTICE	ON CANADA	L1E 1S8
53222200007B	GAGNE FRANCOIS	105 RUE DE LA MATAMEC	TERREBONNE	QC CANADA	J6W 6G2
532222000071	BROWN TIMOTHY S	8612 WASHINGTON PIKE	CORRYTON	TN	37721
53222200008E	GONZALES PATRICIA ANN	2615 S ATLANTIC AVE UNIT #8E	DAYTONA BEACH SHORES	FL	32118
53222200008A	YOUNG WILLIAM V	203 FAIRMONT RD	CHICORA	PA	16025
53222200008B	LEVIS STEVEN A	37 HOWARD PL	NUTLEY	NJ	07110
53222200008D	BROCKMAN BEN	6409 JACK WRIGHT ISLAND RD	ST AUGUSTINE	FL	32092
53222200008H	RAMSEY JOHN C	2295 LONE WILLOW VIEW	COLORADO SPRINGS	CO	80904
53222200008F	JOHNSON LAVAUGHN	2958 CASHTOWN RD	BREMEN	GA	30110
53222200008G	WISNIEWSKI JOSEPH W	2615 S ATLANTIC AVE UNIT G8	DAYTONA BEACH SHORES	FL	32118
53222200008I	LUXURY SUITES LLC	210 PARKTOWNE BLVD STE 3	EDGEWATER	FL	32132
53222200001B	YODALI INTERNATL INVESTMENTS	1889 BERKELEY CT	MAITLAND	FL	32751
53222200006A	MCKINLEY RICHARD A	11705 E 35TH AVE	SPOKANE VALLEY	WA	99206
53222200006C	GOLDSBERRY GREGORY E	603 MONTICELLO HWY	GRAY	GA	31032
53222200005I	MURPHY THOMAS GERALD	37 SEABERT DR	ARNPRIOR	ON CANADA	K7S 0H9
53222200006B	CFL PROPERTIES LLC	PO BOX 3040	PADUCAH	KY	42002
53222200006D	DONLEY MARILYN A TR	12061 CLICHY LN	BRIDGETON	MO	63044
53222200006E	SOULE TERRENCE	1580 WYNGATE DR	DELAND	FL	32724
53222200006F	VILISH WALTER J	502 GROVE AVE	EMLENTON	PA	16373
53222200004C	MELECA FRANK J	2615 S ATLANTIC AVE 4C	DAYTONA BEACH	FL	32118
53222200003I	KINZLER GERARD P TR	109 MINNEHAHA CIR	MAITLAND	FL	32751
53222200004A	LINDLEY THOMAS M	2615 S ATLANTIC AVE #4A	DAYTONA BEACH	FL	32118

53222200004B	PARKE BRYAN SCOTT TR	20577 ROBINSON GLEN DR	COTTONWOOD	CA	96022
53222200004D	COURTNEY COCOA BEACH ONE LLC	6310 E KATHLEEN RD	SCOTTSDALE	AZ	85254
53222200004E	VENTURA RICHARD L JR	68-42 78TH ST	MIDDLE VILLAGE	NY	11379
53222200005D	WRIGHT RICHARD & BONITA A	PO BOX 708	OGDENSBURG	NY	13669
53222200005E	BUCKMASTER SANDRA	3981 LANGFORD RD	NEW SMYRNA BEACH	FL	32168
53222200006G	PASCHAL WALLACE JACKSON II	2615 S ATLANTIC AVE UNIT G6	DAYTONA BEACH	FL	32118
53222200006H	CHIDIAK EDMA	2 WATERWAY RD	WAYNE	NJ	07470
53222200006I	KAMAL EHAB	25827 227TH PL SE	MAPLE VALLEY	WA	98038
53222200005G	DECELLES MANON	7 JEANNE-BONFOND	BLAINVILLE	QC CANADA	J7B 1N7
53222200005F	MCDOWELL TAMMY S	206 QUAIL CT	CLARKSVILLE	TN	37042
53222200005H	CROWELL BARRY J	596 DUSTIN DR APT 105	LAKE WYLLIE	SC	29710
53222200004F	2001 JOYCE LEONARD TRUST 5-8-01	17266 CORIANDER CT	YORBA LINDA	CA	92886
53222200004G	CVK INVESTMENTS INC TR	4024 W WATROUS AVE	TAMPA	FL	33629
53222200004H	EQUITY TRUST COMPANY	19 CARMEL HTS	WAPPINGERS FALLS	NY	12590
53222200004I	CURTIS CHRISTOPHER R	13000 N COUNCIL RD	OKLAHOMA CITY	OK	73142
53222200005A	WILDER JILL	2615 S ATLANTIC AVE UNIT 5A	DAYTONA BEACH SHORES	FL	32118
53222200001K	GILBERTSON GERALD	93 WEST WOODBRIDGE DR	RIVER FALLS	WI	54022
53222200001F	MALLARD CLAUDIA G	107 DAVIS LN	SHELBYVILLE	TN	37160
53222200001G	MALLARD CLAUDIA G	107 DAVIS LANE	SHELBYVILLE	TN	37160
53222200001J	HILL MARY ELLEN	2615 S ATLANTIC AVE UNIT 1J	DAYTONA BEACH SHORES	FL	32118
53222200002B	WASHINGTON NAKAWA	1225 WINDING CHASE BLVD	WINTER SPRINGS	FL	32708
53222200005B	LUXURY SUITES LLC	210 PARKTOWNE BLVD STE 3	EDGEWATER	FL	32132
53222200005C	ENDLESS SUMMER 5C LLC	761 ALCOVE DR	GROVELAND	FL	34736
53222200001C	MALLARD CLAUDIA G	107 DAVIS LANE	SHELBYVILLE	TN	37160
53222200001D	BORING KENNETH	2944 SUTHERLAND CIR NW	N CANTON	OH	44720
53222200001E	JOHNSON JOHN MARSHALL	401 HYDE PL	RINCON	GA	31326
53222200003G	COAR STEPHEN	64 STEPHENSEN CT	BRAMPTON	ON CANADA	L6V 3X8
53222200003H	HOMERDING BETH A	700 EQUESTRIAN DR	WHEELING	IL	60090
53222200002F	SMITH TERRY K	2476 INGRAM RD	DULUTH	GA	30096
53222200002C	UNO MAS INVESTMENTS FL LLC	30 CARROLLWOOD CT	FRANKLIN	IN	46131
53222200002D	RODRIGUE JOHANNE	6835 RUE DU GRAND DUC	LAVAL	QC CANADA	H7L 4Z5
53222200002E	BUTLER CHARLES K	46 HIGH ST	ALFRED	NY	14802
53222200002G	WESSEL EDWARD O	216 DORCHESTER DR	LOUISVILLE	KY	40223
53222200003B	NICHOLS ROBERT DEAN	16767 KEENE RD	UMATILLA	FL	32784
53222200002H	WANG JOANN F TR	108 LAKESHORE DR APT 640	NORTH PALM BEACH	FL	33408
53222200002I	LUXURY SUITES LLC	210 PARKTOWNE BLVD STE 3	EDGEWATER	FL	32132
53222200003A	DILLON DONNA	PO BOX 290775	PORT ORANGE	FL	32129
53222200003C	DILLON DONNA	PO BOX 290775	PORT ORANGE	FL	32129
53222200003D	GREENAWAY BRIAN	1280 SPRUSTON RD	NANAIMO	BC CANADA	V9X 1S9
53222200003E	MEDLIN PATSY D & JAMES R	5371 HIRAM RD	POWDER SPRINGS	GA	30127
53222200003F	WOLFE BEVERLY A TR	100 DOLPHIN DR	ST AUGUSTINE	FL	32080
53222200007H	STOVER KEVIN	13731 WATERHOUSE WAY	ORLANDO	FL	32828
53222200007G	JORDAN CHRISTOPHER	331 E RICH AVE	DELAND	FL	32724
53222200007F	LESTER RICHARD C	440 N BANCROFT ST	INDIANAPOLIS	IN	46201
53222200007C	KELLY TIMOTHY P TR	1016 LASALLE ST	JACKSONVILLE	FL	32207
53222200007D	SEIBERT JAMES H	6555 OAK GROVE RD	NEWBURGH	IN	47630
53222200007E	HOMERDING BETH A	700 EQUESTRIAN DR	WHEELING	IL	60090
5322221001300	HOLIDAY SHORES CONDO ASSOC	2617 S ATLANTIC AVE	DAYTONA BEACH SHORES	FL	32118

NOTICE TO ABUTTING PROPERTY OWNERS

August 31, 2022

Dear Property Owner:

The owners of the property located at 2616 S. Atlantic Avenue, Daytona Beach Shores, Florida, 32118, which abuts your property, have submitted applications to the City of Daytona Beach Shores for the following request:

1. Future Land Use Map Amendment to change the future land use category for Parcel No. 5322-00-04-0170 from Medium Density Residential to Tourist Oriented Commercial.
2. Zoning Map Amendment requesting to change the zoning for Parcel No. 5322-00-04-0170 from RMF-3 Multifamily Residential District (Low Density) to GC-RD District (General Commercial-Redevelopment).
3. Land Development Code Amendment Text Amendment revising the shared parking off-street parking requirements for a multi-use shopping plaza and mini-storage use.

The City of Daytona Beach Shores will hold Public Hearings on these applications as follows:

Planning and Zoning Board on October 10, 2022, at 8:30am

City Council 1st Reading October 25, 2022, at 6:00pm

City Council 2nd Reading (Adoption Hearing) December 13, 2022, at 6:00pm

These meetings will be held in the City Council Chambers in the Community Center located at 3000 Bellemead Drive, Daytona Beach Shores. All interest parties may appear at these public hearings and will be given an opportunity to be heard.

If this Notice is to a homeowners association, condominium association or the management company for same, please post a copy of this Notice in a place where occupants of the association or condominium will be likely to see it.

The applications are available for public inspection at the City of Daytona Beach Shores, Community Services Department, Building & Codes Division, 2990 S. Atlantic Avenue, Daytona Beach Shores. For more information, please contact the Planning Division at 386-763-5377.

Anyone who wishes to appeal any decision by the Planning and Zoning Board or City Council with respect to any matter considered at said Public Hearings will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearing. The Public Hearing may be continued to one or more dates. The dates, times and places of any continuation of the Public Hearing will be announced at the Public Hearing and no further notice regarding said continuation is required to be published.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
City Beach Access
City of Daytona Beach Shores
2990 S Atlantic Ave
Daytona Beach Shores, FL 32118-6002



9290 9901 3247 3400 1680 7242 35

2. Article Number (Transfer from service label)

92147901324734001680724231

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

XC-1A-CH 1816

☒ Agent
☐ Addressee

B. Received by (Printed Name)

for D. B. Shores

C. Date of Delivery

9.6

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

DOMESTIC RETURN RECEIPT

555977-11-4

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Donna Marquette, President
Twenty-Six Twenty-Six Condo Mgt Assoc In
2626 S Atlantic Ave Ofc
Daytona Beach Shores, FL 32118-5675



9290 9901 3247 3400 1680 7242 11

2. Article Number (Transfer from service label)

92147901324734001680724217

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Sheila Sastarich

☒ Agent
☐ Addressee

B. Received by (Printed Name)

Sheila Sastarich

C. Date of Delivery

9.6

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

DOMESTIC RETURN RECEIPT

555977-11-5

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
City Park
City of Daytona Beach Shores
2990 S Atlantic Ave
Daytona Beach Shores, FL 32118-6002



9290 9901 3247 3400 1680 7242 28

2. Article Number (Transfer from service label)

92147901324734001680724224

COMPLETE THIS SECTION ON DELIVERY

A. Signature

XC-1A-CH 1816

☒ Agent
☐ Addressee

B. Received by (Printed Name)

for D. B. Shores

C. Date of Delivery

9.6

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Claudia Mallard, President
 c/o Sentry Management
 Sandpoint Condo Coa
 2180 W State Road 434 Ste 5000
 Longwood, FL 32779-5042



9290 9901 3247 3400 1680 7242 42

2. Article Number (Transfer from service label)
 92147901324734001680724248

PS Form 3811, July 2015 PSN 7530-02-000-9053

DOMESTIC RETURN RE

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
 If YES, enter delivery address below:

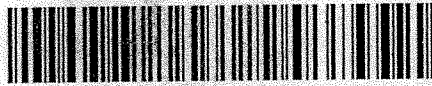
☐ Yes
☐ No
3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 June Kraft, President
 c/o Morbitzer Management, Inc.
 Sea Havens Homeowners Assoc
 772 Hunt Club Trl
 Port Orange, FL 32127-7788



9290 9901 3247 3400 1680 7241 98

2. Article Number (Transfer from service label)
 92147901324734001680724194

PS Form 3811, July 2015 PSN 7530-02-000-9053

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1. Article Addressed to:
 City of Daytona Beach Shores
 2990 S Atlantic Ave
 Daytona Beach Shores, FL 32118-6002



9290 9901 3247 3400 1680 7242 97

2. Article Number (Transfer from service label)
 92147901324734001680724293

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1. Article Addressed to:
 Claudia Mallard, President
 SandPoint Condo COA
 2615 S Atlantic Ave
 Daytona Beach Shores, FL 32118-5648



9290 9901 3247 3400 1680 7242 80

2. Article Number (Transfer from service label)

92147901324734001680724286

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Dee Lange*☐ Agent☒ Addressee

B. Received by (Printed Name)

Dee Lange

C. Date of Delivery

9/18/20

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes☒ No**3. Service Type**☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail☒ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery
(Over \$500)☐ Priority Mail Express☐ Registered Mail☐ Registered Mail Restricted
Delivery☐ Return Receipt for
Merchandise☐ Signature Confirmation☐ Signature Confirmation
Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
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1. Article Addressed to:
Cow Lick's Homemade Icecream
2624 S Atlantic Ave
Daytona Beach Shores, FL 32118-5606



9290 9901 3247 3400 1680 7242 59

2. Article Number (Transfer from service label)
92147901324734001680724255

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Dan Hoffman

C. Date of Delivery

9/8/22

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No
3. Service Type

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| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

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- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:
June Kraft, President
Sea Havens Homeowners Assoc Inc
C/O Vcmi
PO Box 730663
Ormond Beach, FL 32173-0663



9290 9901 3247 3400 1680 7242 73

2. Article Number (Transfer from service label)
92147901324734001680724279

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Phil Roushka

C. Date of Delivery

9-7-22

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No
3. Service Type

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| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
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| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

DOMESTIC RETURN RECEIPT

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1. Article Addressed to:
Joanne Clark, President
Holiday Shores Condominium Assoc. Inc.
2617 S Atlantic Ave
Daytona Beach Shores, FL 32118-5605



9290 9901 3247 3400 1680 7242 04

2. Article Number (Transfer from service label)
92147901324734001680724200

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Dee Lange

C. Date of Delivery

9-3-22

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No
3. Service Type

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| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
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| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

EXHIBIT C
PLANNING ANALYSIS
Ordinance 2022-22

A. INTRODUCTION

The proposed application/ordinance if approved would change the zoning district classification of the vacant property generally located at 2616 S Atlantic Avenue known as Parcel 5322-00-04-0170 from City of Daytona Beach Shores RMF-3 *Multi-Family Residential District (Low Density)* to Daytona Beach Shores GC-RD *General Commercial-Redevelopment District*. The subject property contains an acreage of approximately 0.31 and is currently vacant. This zoning map amendment application is in conjunction with a Future Land Use Map amendment, Special Exception and Land Development Code amendment for the proposed expansion of the existing Interior Storage Facility use currently located at 2616 S Atlantic Avenue.

B. EXISTING ZONING AND CURRENT LAND USE

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

Table 1: Zoning and Land Use Area Description

Location	Zoning	Current Land Use
Subject Property	RMF-3	Vacant
North	GC-RD	Interior Storage Facility & Commercial
South	RMF-2	Residential Condominium
East	GC-RD	Interior Storage Facility, Commercial & Restaurant (Ice Cream)
West	RMF-3	Sea Haven Townhomes

Notes: RMF-3 = *Multi-Family Residential District (Low Density)*; RMF-2 = *Multi-Family Residential District (Medium Density)*; GC-RD = *General Commercial- Redevelopment District*.

Figure 1: Aerial View- Parcel 5322-00-04-0170 and Surrounding Development



Source: Volusia County Property Appraiser, 2022

Figure 2: Parcel 5322-00-04-0170 – Zoning Map of Surrounding Neighborhood

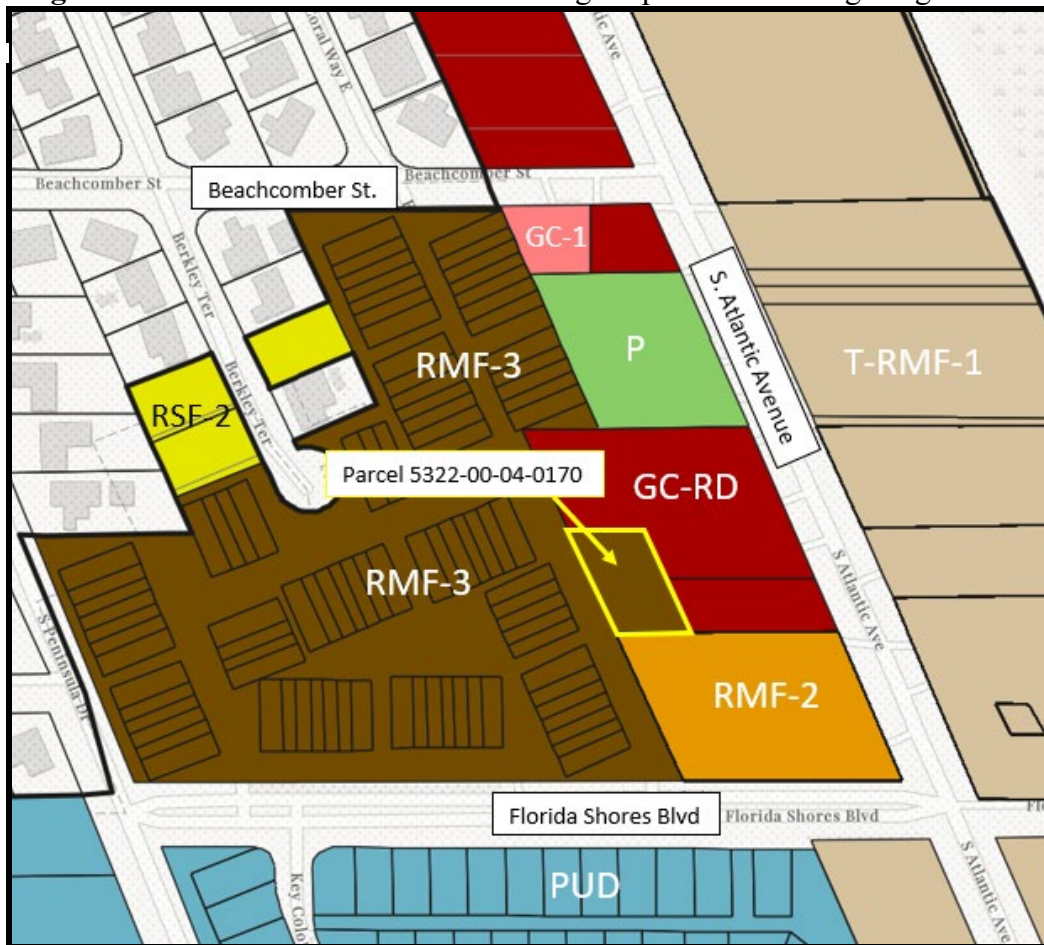


Figure 3: Parcel 5322-00-04-0170 – Street View



Source: GoogleMaps, 2018

As noted in **Table 1** above, the subject property is currently zoned RMF-3 Multi-Family Residential District (Low Density). According to the Daytona Beach Shores Land Development Code, the purpose, intent and permitted uses of the existing zoning district is as follows:

Section 14-20. - RMF-3 Multi-Family Residential District (Low Density):

14-20.1. Purpose and intent: The purpose and intent of the RMF-3 Multifamily Residential District is to provide for multifamily residential living and certain properties abutting single-family residential districts providing to the needs of the citizens of the city by providing a well maintained and natural on-site environment for multifamily living.

14-20.2. Permitted principal uses and structures:

1. Multifamily dwellings, duplexes and townhouses.
2. Telecommunication towers and antennas, subject to compliance with section 14-60.1 et seq.

C. PROPOSED ZONING

The proposed zoning for the subject property is GC-RD General Commercial-Redevelopment District. According to the Daytona Beach Shores Land Development Code, the purpose, intent and permitted uses of the proposed zoning district is as follows:

Section 14-31.1 - GC-RD General Commercial Redevelopment District:

14-31.1.1 Purpose and Intent: To encourage the development and redevelopment of commercial property in the redevelopment areas.

14-31.1.2. Permitted Principal Uses and Structures:

1. Professional and business offices.
2. Retail stores.
3. Service establishments such as barber or beauty shops, photographic studios, dance or music studios, self-service laundries, tailor shops, drapery or dressmaker shops, laundry or dry

cleaning pickup stations (without any on-site dry cleaning activities using chemicals of any type or nature) and similar activities.

4. Newspaper offices (but not printing activities of any type or nature).

5. Food stores and bakeries.

6. Banks and similar financial institutions, small loan agencies.

7. Medical and dental clinics.

8. Private clubs and lodges.

9. Public/quasi-public facilities.

10. Restaurants.

11. Art galleries.

12. Bowling facilities and similar recreational facilities.

13. Performance theaters.

14. Movie theaters.

15. Public parking facilities.

16. Medical offices and facilities.

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

D. COMPREHENSIVE PLAN

The City is in the process of amending its Adopted Comprehensive Plan (2030) Future Land Use Map to assign the City's *Tourist Oriented Commercial* future land use (FLU) classification to the subject property. This FLU classification does not permit residential uses and the combination of applications from the property owner seek to allow the existing use of an Interior Storage Facility to be expanded through the Special Exception process to this subject property.

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

E. REVIEW AND COMMENTS

The subject application was initiated by the property owner, 91 Oneida, LLC. The subject property is generally located at 2616 S Atlantic Avenue and known by Parcel ID 5322-00-04-0170 and has an acreage of 0.31+/- . The site has vehicular and pedestrian access to the abutting property at 2616 S Atlantic Avenue which directly connects to S. Atlantic Avenue (SRA1A).

The proposed zoning change will be consistent with the adjacent zoning district classifications and uses. Per the applicant, the property will be utilized and incorporated into the exiting use of the adjacent property which is an Interior Storage Facility.

F. FINDING OF FACTS

When considering a request to change zoning, the Planning and Zoning Board shall consider the following criteria pursuant to Section 14-66 of the Land Development Code. Below are staff's findings considering each criterion outlined in the aforementioned section of the Code. The applicant's responses to the criteria are attached in the **Exhibit B** (owner's application).

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

The proposed zoning change will not provide an unfavorable impact on the environment or natural resources of the area. The property in question is currently vacant with grass and does not have any discernable flora or fauna located on it. The subject property is surrounded by existing commercial and multi-family development. When redeveloped, consistency with the City's Land Development Code will be required. Further, the proposed zoning change would not permit hazardous uses such as industry, which could have an unfavorable impact on the environment and natural resources of the area. The applicant has provided an Environmental Statement included in the application.

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

The proposed zoning will generally have a positive impact on the economy of the area as the property is currently vacant and has existed as such for over 30 years. The property also poses other challenges such as access to a public roadway and size. The zone change application along with other applications, seek to expand the existing Indoor Storage Facility use on the subject and adjacent property through the Special Exception process.

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

The subject property is currently vacant. This existing use will not unduly burden public facilities. The subject property will be combined with the adjacent property that is currently being served with or has access to transportation, public schools, water, sewer, and solid waste disposal services. All existing public facilities have adequate capacity. (see **Table 2** below).

Table 2: Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use (12.1-35.0 units/acre)	Proposed Future Land Use (0 units/acre- FAR 1.4)	Change
Residential Units Allowed	10.85	0	-10.85
Population ¹	17.36	0	-17.36
AM / PM Peak Hour Trips ²	7.64/9.03	129.3/94.89	+121.66/+85.86
Sanitary Sewer (gallons/day) ³	2,712.5	1,890.4	-822.1
Potable Water (gallons/day) ⁴	1,627.5	1,890.4	+262.9
Solid Waste (lbs./person) ⁵	173.6	189.04	+15.44
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/Open Space	See summary below	n/a	None
Public School Student(s)	4.29	n/a	-4.29

Notes:

1. Population: 1.6 persons per dwelling unit in DBS
2. Transportation: Rates are for peak hour of adjacent street traffic
Residential Townhouse unit = 0.44 AM trips, 0.52 PM trips
Specialty Retail Center per 1000sf = 6.84AM trips, 5.02PM trips
Site FAR 1.4/Lot Size= 13,503sq/ft
3. Sanitary Sewer: 250 gallons per dwelling unit per day
One-tenth (1/10) gallon per square foot of gross building area (GBA)
4. Potable Water: 150 gallons per capita per day
One-tenth (1/10) gallon per square foot of gross building area (GBA)
5. Solid Waste: 10 pounds per capita per day
Commercial: 10lbs/1000 square feet
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event. If property is redeveloped, drainage system will be designed to meet the requirements of the Land Development Code.
7. Public School: Generation rates = 0.396 per single-family unit.

Sources:

2020 US Census
ITE Trip Generation Manual, 8th Edition
Policy 9-1.3 Daytona Beach Shores Comprehensive Plan Update (2030)

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

The proposed zoning will not unduly burden transportation facilities. Once the property completes the lot combination process, the property will have adequate vehicular access from the abutting S Atlantic Avenue and the existing system of local, collector and arterial road network. The adjacent transportation network currently operates above the adopted level of services.

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

The proposed zoning change will eliminate the ability for housing (10.85 units) to be constructed upon the property. However, the proposed zoning change seeks to expand an existing commercial use on adjacent property which is more practical considering the parcel

poses some access, location and size challenges and has sat vacant for over 30 years without residential development proposed. Therefore, staff does not believe the request will adversely affect the ability of people to find adequate housing reasonably accessible to their place of employment.

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

The City is in the process of amending its Adopted Comprehensive Plan (2030) Future Land Use Map to assign the City's *Tourist Oriented Commercial* future land use (FLU) classification to the subject property. This FLU classification allows for a variety of commercial uses and is consistent with the proposed zoning classification and adjacent properties.

Per Objective 1-1.4 of the Comprehensive Plan, the proposed zoning classification is consistent with the City's Adopted Comprehensive Plan (2030) and proposed FLU classification.

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

The physical, economic or environmental conditions relative to the property in question and the surrounding area have not substantially changed so as to require a zoning change. However, staff believes that due to the location, access and size challenges, the property has not been developed for over 30 years. In addition, the applicant has submitted this zone change application along with other applications to expand the existing Indoor Storage Facility use on the adjacent property through the Special Exception process.

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

There was no mistake made in the original zoning of the property. The property has sat vacant for over 30 years with an RMF-3 zoning designation however the property is land locked within an adjacent existing commercial development. The rezoning of this property would allow for realistic and sensible development by expanding the existing use of the adjacent property.

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

The proposed zoning change is consistent with the adjacent zoning district classifications and uses and would allow for realistic and sensible development by expanding the existing use of the adjacent property on a vacant property. Therefore, the proposed change will have positive a stabilizing effect on the surrounding areas.

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

Spot zoning generally occurs when an individual parcel is assigned a zoning classification that is incompatible with the surrounding area. However, the proposed zoning change is consistent with the existing Daytona Beach Shores zoning district classifications in the area. Further, the proposed zoning classification would facilitate an existing use to be expanded on adjacent property. Therefore, the proposed change does not constitute spot zoning.

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

The proposed zoning classification is consistent with the existing adjacent uses, future land use and zoning classifications. The rezoning allows for the existing commercial development to expand while creating a consistent zoning classification with adjacent properties. Therefore, the proposed change is not the singling out of a small parcel of land allowing a use that is totally different from that of the surrounding area, in fact, the overall goal is the expand a use that has already been permitted on the adjacent property.

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

The proposed zoning classification is consistent with the existing adjacent uses, future land use and zoning classifications. Therefore, the proposed change would not be solely for the benefit of the owner and to the detriment of the community but instead the change would benefit the entire community by allowing for development of a historically vacant property and providing for a use that is limited in supply on beachside.

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

The proposed change is consistent with the existing adjacent development and future land uses and therefore serves the entire community by allowing for the opportunity to expand an Interior Storage Facility that will serve Daytona Beach Shores residents. Additionally, this property has sat vacant for over 30 years and is land locked from access to a public roadway. The rezoning of the property would allow for realistic and sensible development of the property.

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

The rezoning does not permit a adverse land use and therefore should not materially diminish the value of the surrounding properties or substantially alter the characteristics of the neighborhood since the proposed rezoning will be consistent with adjacent properties and uses.



CITY COUNCIL AGENDA MEMORANDUM OCTOBER 25, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Noel Eaton, Planner

SUBJECT: Ordinance 2022-20: Amendment to establish the minimum required off-street parking spaces for Interior Storage Facility.

SYNOPSIS:

Ordinance 2022-20, if approved, would amend Section 14-48 of the Daytona Beach Shores Land Development Code to establish the minimum required off-street parking spaces for an Interior Storage Facility commonly known as mini-warehouse. The current standard for required minimum off-street parking spaces for commercial storage does not reflect the Institute of Transportation Engineers (ITE) Vehicle Parking Generation Rates for Interior storage facility (mini-warehouse) land use. This amendment is an administrative amendment proposed by staff consistent with Objective A.2 of the City of Daytona Beach Shores Strategic Plan, which calls for the removal of land development regulations that are obstacles to desired redevelopment and to enable or promote desired redevelopment. The proposed minimum required off-street parking calculation for an Interior Storage Facility would permit property owners/developers to utilize sites that would previously restrict developable area due to required parking for commercial storage. Currently, staff have received applications for a Future Land Use Map Amendment, Zoning Map Amendment and Special Exception for the property known as Parcel id 5322-00-04-0170 generally located at 2616 S Atlantic Avenue. The property owner is seeking to expand the existing Interior Storage Facility that currently exists on the property through the review process. This LDC amendment supports the additional applications for this property.

FISCAL IMPACT STATEMENT:

BACKGROUND:

In 2012, the City Council passed Ordinance 2012-08, which established the Interior Storage Facility use in addition to the Special Exception requirements associated with site development. The amendment did not consider the required off-street parking typically seen with development of this nature. The City's Land Development Code states that the required off-street parking spaces for wholesale, retail and commercial storage is one (1) parking space for each employee plus one (1) space for each one thousand five hundred (1,500) square feet devoted to wholesale, retail and commercial storage. This standard does not reflect the current Institute of Transportation Engineers

(ITE) Vehicle Parking Generation Rates for Interior Storage Facilities commonly known as mini-warehouse. The ITE Code states that at peak weekday hours, 0.17 parking spaces are required for every 1,000 square feet of gross floor area. The attached Parking Demand Justification letter from Newkirk Engineering Inc. supports that the required off-street parking requirements be based on 1 space per 6,000 sf of Interior Storage Facility (mini- warehouse) use. The parking generation report also shows that the highest number of occupied parking stalls for a proposed 39,686 square foot mini-warehouse storage facility is 6.75. Staff recommends approval of Ordinance 2022-20 as presented.

The Planning and Zoning Board held a public hearing on October 10th, 2022 and recommended unanimous approval of Ordinance 2022-20.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of Ordinance 2022-20 as presented.

SUGGESTED MOTION:

A City Council member may motion as follows:

1. "I move to recommend approval Ordinance 2022-20 as presented."

OR

2. "I move to recommend approval of Ordinance 2022-20, with the following amendments..."

OR

3. "I move to recommend denial of Ordinance 2022-20, on the basis of the following..."

- ATTACHMENT:**
1. ORD 2022-20-LDC Text Amendment-Minimum Required Off Street Parking-Interior Storage Facility
 2. Shores Depot - Parking Demand Justification Letter

ORDINANCE 2022-20

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO OFF STREET PARKING; AMENDING THE *MUNICIPAL CODE OF ORDINANCES, LAND DEVELOPMENT CODE*; AMENDING APPENDIX “G” CHAPTER 14 ENTITLED “ZONING REGULATIONS,” BY AMENDING SECTION 14-48 ENTITLED “OFF-STREET PARKING AND LOADING,” TO ESTABLISH THE MINIMUM REQUIRED OFF-STREET PARKING SPACES FOR INTERIOR STORAGE FACILITY; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Daytona Beach Shores to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 163.3202, *Florida Statutes*, provides that the City of Daytona Beach Shores shall adopt and enforce land development regulations for the purpose of implementing its comprehensive plan and protecting the public health, safety, and general welfare; and

WHEREAS, an interior storage facility, also known as a mini-warehouse, is a desired form of redevelopment in Daytona Beach Shores; and

WHEREAS, the Daytona Beach Shores Land Development Code’s required minimum off-street parking spaces for commercial storage does not reflect the Institute of Transportation Engineers (ITE) Vehicle Parking Generation Rates for Interior storage facility (mini-warehouse) land use; and

WHEREAS, the Objective A.2 of the City of Daytona Beach Shores Comprehensive Plan calls for the removal of land development regulations that are obstacles to desired redevelopment and to enable or promote desired redevelopment; and

WHEREAS, the City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, this Ordinance is consistent with the goals, objectives, and policies of the *Comprehensive Plan of the City Daytona Beach Shores*; and

WHEREAS, the recitals to this Ordinance (whereas clauses) are adopted as the legislative findings and intent of the City Council of the City of Daytona Beach Shores; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text and ~~striketrough~~ shall constitute deletions to the original text.

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

SECTION ONE: Section 14-48, *Land Development Code*, Chapter 14, Appendix “G”, *Code of Ordinances of the City of Daytona Beach Shores*, entitled “Off-street parking and loading”, is amended to read as follows:

Sec. 14-48. Off-street parking and loading.

14-48.6. Minimum Required Off-Street Parking Spaces.

The minimum number of required off-street parking spaces shall be determined from the following table. Requirements for any use not specifically mentioned shall be the same as the use most similar to the one sought. When units of measurement determining the required off-street parking spaces result in a fractional space, then such fraction equal to or greater than one-half (½) shall be interpreted as one (1) off-street parking space. In stadiums, houses of worship, sports arenas, or other places of assembly where occupants sit on benches, pews, or other similar seating arrangements, each twenty-four (24) linear inches of such seat shall be counted as one (1) seat. All existing establishments adding an accessory use to a permitted principal use shall demonstrate that the parking demand associated with the accessory use in question meets the current terms of this Code.

1. Single-Family Dwelling. One (1) parking space per dwelling unit.
2. Duplex and Multifamily Dwelling. One and one-half (1½) parking spaces on the same lot for each dwelling unit.
3. Motels or Hotels and Tourist Accommodations. Motels or hotels and tourist accommodations [shall have] one (1) parking space for each rental unit plus one (1) space for a manager. Any hotel, motel or tourist accommodation having a restaurant, lounge or coffee shop shall have one (1) additional parking space for each six (6) persons based on the occupancy load of said restaurant, lounge or coffee shop as determined by the building official in accordance with current codes adopted by the city. Tier parking shall be constructed within the confines of the building structure and the view of vehicles shall be screened with a decorative screen material. Open parking shall be allowed within the area comprising the fifty (50) feet deep construction setback area (between the seawall or

coastal setback line and the construction building line) only when a minimum of sixty (60) percent up to a maximum of seven thousand five hundred (7,500) square feet of that area is devoted to recreational or tourist oriented amenities.

The area comprising the sixty (60) percent up to a maximum of seven thousand five hundred (7,500) square feet devoted to recreational or tourist oriented amenities shall be one (1) contiguous area, uninterrupted by parking, of which area the smallest dimensions shall be at least fifty (50) feet.

4. Houses of Worship, Theaters, Auditoriums, Funeral Homes and Other Places of Assembly not listed. One (1) parking space for each four (4) seats in the principal place of assembly.

5. Child Care Center. Two (2) spaces for each employee plus adequate provisions for loading and unloading children off the street.

6. Private Clubs or Lodges. One (1) parking space for each three (3) seats or one (1) space for each three hundred (300) square feet of gross floor area, whichever is greater.

7. Nursing Homes and Rest Homes. One (1) parking space for each four (4) beds.

8. Golf or Country Club, Swim Club, Tennis or Racquet Club. One (1) parking space for each three (3) seats or one (1) space for each two hundred (200) square feet of gross floor area, whichever is greater plus two (2) spaces per tennis, racquet ball or handball court.

9. Time Share Unit. For each dwelling unit sold, occupied or held for sale as a "time-share unit," as defined under section 721.05, Florida Statutes, there shall be required a minimum of one and one-half (1.5) car spaces on the same lot for each dwelling unit.

10. Library, Community Center, Recreation Center. One (1) parking space for each two hundred (200) square feet of gross floor area.

11. Office Buildings, Banks, and Similar Institutions. One (1) parking space for each four hundred (400) square feet of gross floor area.

12. Medical Offices, Clinics, and Laboratories. Three (3) parking spaces for each dentist plus one (1) parking space for each employee and five (5) parking spaces for each medical doctor, or other practicing professional, plus one (1) parking space for each employee.

13. Retail Business and Personal Service Establishment. One (1) parking space for each two hundred fifty (250) square feet of gross public floor area.

14. Service Stations. One (1) parking space for each gas pump plus three (3) parking spaces for each grease rack or other working bay.

15. Restaurants, Nightclubs or Bars. Restaurants in the general commercial zone: One (1) parking space for each four (4) seats with a minimum of one (1) parking space for every fifteen (15) square feet of seating area and one (1) parking space for every two (2) employees and in any event no more than forty-nine seats for the first approved exit door and further requirements of the NFPA Life Safety Code 101.

16. Bowling Alleys. Three (3) spaces for each alley plus one (1) parking space for each two (2) employees.

17. Wholesale, Retail and Commercial Storage. One (1) parking space for each employee plus one (1) space for each one thousand five hundred (1,500) square feet devoted to wholesale, retail and commercial storage.

18. Interior Storage Facility. One (1) parking space for each six thousand (6,000) square feet of gross floor area.

~~18.~~ 19. Internet Cafes and Establishments Offering Devices with Internet Access and/or Services for Purchase or Use on the Premises. One (1) parking space for every two hundred (200) square feet of gross floor area OR one (1) parking space for every two (2) seats, whichever is greater PLUS one (1) parking space for every two (2) employees.

~~19.~~ 20. Pain Management Clinic. One (1) parking space per ten (10) gross square feet of customer waiting area including, but not limited to, the lobby and seating area. Each pain management clinic shall provide a minimum of one (1) parking space per two hundred (200) gross square feet of the remainder of the building.

SECTION TWO: ENFORCEMENT AND PENALTIES.

(a). It is prohibited and unlawful for any person to fail to comply with the requirements of this Ordinance.

(b). The City may enforce the provisions of this Ordinance by any lawful means available to the City under the controlling provisions of State law and Section 1.8 of the *Code of Ordinances of the City of Daytona Beach Shores, Florida*.

(c). The penalties for violation of this Ordinance shall be as set forth in the code enforcement method asserted by the City under the *Code of Ordinances of the City of Daytona Beach Shores, Florida* or as may be available under the controlling provisions of State law.

SECTION THREE: SAVINGS. The prior actions of the City of Daytona Beach Shores relating to the regulation of the matters and uses which are the subject of this Ordinance are hereby ratified and affirmed.

SECTION FOUR: CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida* and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections Two, Three, Four, Five, Six, and Seven shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

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

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

JOHN CARY, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2022.

Adopted on second reading this _____ day of _____, 2022.



NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

September 21, 2022

Stewart Cruz, City Planner

City of Daytona Beach Shores

Planning Division

2990 S Atlantic Ave

Daytona Beach Shores, FL 32118

Re: Shores Depot – All Aboard Storage

2616 S Atlantic Ave

Parking Demand Justification Letter

Dear Mr. Cruz,

This letter is meant to be a Parking Demand Justification Letter for the proposed site conditions.

Existing Conditions

The site currently functions with shared parking for the Seahorse Storage, Sherwin Williams, and Cow-Licks Ice Cream parlor. Based on property owner and tenant claims, the existing parking in the rear of the site commonly goes unused due to the number of spaces closer to the retail stores. The site currently provides 71 standard stalls and 4 ADA stalls for a total of 75 stalls. As it sits, the ITE parking demand calculation for these three (3) businesses are below:

Description/ITE Code	Units	ITE Vehicle Parking Generation Rates					
		Average			85th Percentile		
		Weekday	Saturday	Sunday	Weekday	Saturday	Sunday
Mini-Warehouse 151 (All Aboard Storage)	KSF	0.14	0.11	0.11	0.17	0.13	0.13
Hardware/Paint Store 816 (Sherwin Williams)	KSF	1.9	2.19	2.19	1.9	2.19	2.19
High-Turnover (Sit-Down) Restaurant w/o Bar or Lounge, Urban 932 (Cow-Licks)	KSF	5.55	5.55	5.55	6.37	6.37	6.37

Description/ITE Code	Expected Units	Total Stalls Occupied in Peak Period						Anticipated Peak Period
		Average			85th Percentile			
		Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	
Mini-Warehouse 151 (Seahorse Storage)	3.086	0.43	0.34	0.34	0.52	0.40	0.40	5:30 pm to 6:30 pm
Hardware/Paint Store 816 (Sherwin Williams)	8.000	15.20	17.52	17.52	15.20	17.52	17.52	10:30 am to 11:30am
High-Turnover (Sit-Down) Restaurant w/o Bar or Lounge, Urban 932 (Cow-Licks)	4.555	25.28	25.28	25.28	29.02	29.02	29.02	6:30 pm to 7:30 pm
	TOTAL	41	44	44	45	47	47	

These totals display that if all peak periods occur simultaneously, 47 stalls will be occupied during that peak hour on a weekend. However, these three businesses have varying anticipated peak period times (see tables above) and are not expected to experience simultaneous peak periods often. The Land Development Code requires 37 parking spaces for this development per use. See table below:

LDC PARKING REQUIREMENTS - EXISTING PLAZA				
BUILDING USE	A. SF/SEATS	B. SPACES	C. PER UNIT	D. REQ. SPACES
MINI-WAREHOUSE (SF)	3086 (SF)	1	1,500	2
COW LICKS (SEATS)	48 (SEATS)	1	4	12
COW LICKS (EMPLOYEES)	2 EMPLOYEES	1	3	2
SHERWIN WILLIAMS (SF)	5090 (SF)	1	250	21
TOTAL REQUIRED SPACES				37
TOTAL REQUIRED ADA SPACES				2

Proposed Conditions

The project proposes to add an All Aboard Storage 3-story self-storage facility and maintain the shared parking within the commercial center.

With the proposed development, the land development code determines that 62 parking spaces are required for the site. The table below provides the number of required spaces based on the requirements of the Daytona Beach Shores Land Development Code.

LDC PARKING REQUIREMENTS - PROPOSED PLAZA				
BUILDING USE	A. SF/SEATS	B. SPACES	C. PER UNIT	D. REQ. SPACES
MINI-WAREHOUSE (SF)	39685 (SF)	1	1,500	27
COW LICKS (SEATS)	48 (SEATS)	1	4	12
COW LICKS (EMPLOYEES)	2 EMPLOYEES	1	3	2
SHERWIN WILLIAMS (SF)	5090 (SF)	1	250	21
TOTAL REQUIRED SPACES				62
TOTAL REQUIRED ADA SPACES				3

The current layout of the proposed site includes 53 parking spaces, 4 of which are ADA compliant. The parking generation report shows that a maximum of 52 stalls will be occupied during the peak hour of any weekend or weekday. See ITE generation rates below:

Description/ITE Code	Units	ITE Vehicle Parking Generation Rates					
		Average			85th Percentile		
		Weekday	Saturday	Sunday	Weekday	Saturday	Sunday
Mini-Warehouse 151 (All Aboard Storage)	KSF	0.14	0.11	0.11	0.17	0.13	0.13
Hardware/Paint Store 816 (Sherwin Williams)	KSF	1.9	2.19	2.19	1.9	2.19	2.19
High-Turnover (Sit-Down) Restaurant w/o Bar or Lounge, Urban 932 (Cow-Licks)	KSF	5.55	5.55	5.55	6.37	6.37	6.37

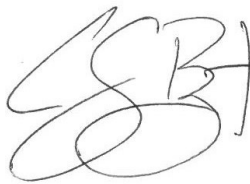
Description/ITE Code	Expected Units	Total Stalls Occupied in Peak Period						Anticipated Peak Period
		Average			85th Percentile			
		Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	
Mini-Warehouse 151 (Seahorse & All Aboard)	39.686	5.56	4.37	4.37	6.75	5.16	5.16	5:30 pm to 6:30 pm
Hardware/Paint Store 816 (Sherwin Williams)	8.000	15.20	17.52	17.52	15.20	17.52	17.52	10:30 am to 11:30am
High-Turnover (Sit-Down) Restaurant w/o Bar or Lounge, Urban 932 (Cow-Licks)	4.555	25.28	25.28	25.28	29.02	29.02	29.02	6:30 pm to 7:30 pm
	TOTAL	47	48	48	51	52	52	

Based on the given rates, the entire proposed site is expected to have an average of 47 stalls filled on a weekday, which is 90% of the proposed capacity of 53 spaces. If all peak period times occur simultaneously, then 52 stalls will be occupied for that peak period. The trip generation shows that the highest number of occupied parking stalls for mini- warehouse is 6.75. The provided parking generation report suggests that the site parking requirements be based on 1 space per 6,000 sf of mini- warehouse use.

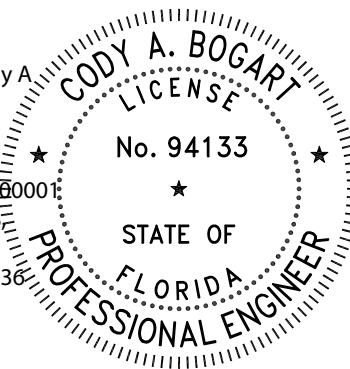
Based on this data and the behavior observed at other All Aboard Storage facilities, the proposed conceptual plan provides adequate parking for the dynamic needs of the current and proposed tenants. The reduction in required parking is being requested based on the parking generation report which shows that the stalls will be occupied with a ratio of approximately 1 space per 6,000 sf of building area. The proposed amount of 53 spaces would provide adequate parking for the plaza with the site improvements.

If you have any questions or need additional information, please feel free to call or email me.

Sincerely,



Digitally signed by Cody A Bogart
DN: c=US, o=NEWKIRK ENGINEERING INC.,
dnQualifier=A01410C0800018143D489A10003D618,
cn=Cody A Bogart
Date: 2022.09.21 15:08:36 -04'00'



Cody Bogart, PE #94133
Newkirk Engineering, Inc.
(386) 872-7794 - cody@newkirk-engineering.com



CITY COUNCIL AGENDA MEMORANDUM OCTOBER 25, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Ordinance 2022-21: Comprehensive Plan Future Land Use Map Amendment
CPA12022031-Parcel 5322-00-04-0170 (2616 S. Atlantic Ave.)

SYNOPSIS:

Ordinance 2022-21, if adopted, would amend the City's Adopted Comprehensive Plan Update (2030) Future Land Use Map by assigning the Tourist Oriented Commercial future land classification to vacant property Volusia County Parcel 5322-00-04-0170 generally located at 2616 S. Atlantic Avenue (Exhibit A). The application (Exhibit B) was submitted by Andy Clark (91 Oneida, LLC) - All Aboard Storage, owner of the subject property. The proposed amendment would be consistent with the adjacent properties. This Future Land Use Map Amendment application is in conjunction with a Zoning Map Amendment, Special Exception and Land Development Code Text Amendment for the proposed expansion of the existing Interior Storage Facility currently located at 2616 S. Atlantic Avenue.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The proposed amendment seeks to change the future land use designation of the vacant property Volusia County Parcel id 5322-00-04-0170 from *Medium Density Residential* to *Tourist Oriented Commercial*. The +/- 0.31 acre property is generally located at 2616 S. Atlantic Avenue. The subject application, if approved, would result in the third 2022 small-scale comprehensive plan amendment for the City of Daytona Beach Shores in accordance with Section 163.3187, *Florida Statutes*. This Future Land Use Map Amendment application is in conjunction with a Zoning Map Amendment, Special Exception and Land Development Code amendment for the proposed expansion of the existing Interior Storage Facility located at 2616 S. Atlantic Avenue. Further analysis of Transportation, Sanitary Sewer, Potable Water, Solid Waste, Stormwater Drainage, Recreation and Public Schools are provided in Exhibit C.

The Planning and Zoning Board held a public hearing on October 10th, 2022 and recommended unanimous approval of Ordinance 2022-21.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of Ordinance 2022-21 as presented.

SUGGESTED MOTION:

A City Council member may motion as follows:

1. "I move to approve Ordinance 2022-21 as presented."

OR

2. "I move to approve Ordinance 2022-21, with the following amendments..."

OR

3. "I move to deny Ordinance 2022-21, on the basis of the following..."

- ATTACHMENT:**
1. ORD 2022-21-FLUMA-All Aboard Storage, Parcel 5322-00-04-0170 (2616 S Atlantic Ave.)
 2. Exhibit A- Parcel 5322-00-04-0170 (2616 S Atlantic Ave.)
 3. Exhibit B- FLUMA Application-Parcel ID 5322-00-04-0170 (2616 S Atlantic Ave.)
 4. Exhibit C-Ord 2022-21-CC Staff Report-FLUMA- Parcel 5322-00-04-0170 (2616 S Atlantic Avenue)

ORDINANCE NO: 2022-21

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING *THE CITY OF DAYTONA BEACH SHORES COMPREHENSIVE PLAN*, AMENDING CHAPTER 1, “FUTURE LAND USE ELEMENT”, BY AMENDING MAP L-4 ENTITLED, “GENERALIZED FUTURE LAND USE MAP (2030)” ASSIGNING THE TOURIST ORIENTED COMMERCIAL FUTURE LAND USE DESIGNATION TO VACANT PROPERTY GENERALLY LOCATED AT 2616 SOUTH ATLANTIC AVENUE, SHORT TAX PARCEL ID 5322-00-04-0170; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, 91 Oneida, LLC, owner of the real property with short tax parcel ID 5322-00-04-0170 and generally located at 2616 South Atlantic Avenue, submitted an owner initiated future land use map amendment application to the City of Daytona Beach Shores on August 2, 2022; and

WHEREAS, 91 Oneida, LLC, owner of the subject property, is requesting the City of Daytona Beach Shores amends the future land use classification of the subject real property from Medium Density Residential to Tourist Oriented Commercial; and

WHEREAS, the proposed Future Land Use Map Amendment is consistent with adjacent land uses; and

WHEREAS, the subject property is land locked and has been undeveloped for over thirty years; and

WHEREAS, the proposed Future Land Use Map Amendment would facilitate the expansion of the exiting mini storage use which is a desired use in the City; and

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

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

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

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

SECTION ONE: CHANGE IN FUTURE LAND USE ELEMENT/FUTURE LAND USE MAP. Chapter 1, “Future Land Use Element,” containing the Official Future Land Use Map (Map L-4) of the *City of Daytona Beach Shores Comprehensive Plan* is hereby amended to change the Future Land Use Designation of a +/-0.31-acre property from Daytona Beach Shores Medium Density Residential to Daytona Beach Shores Tourist Oriented Commercial as to property as described in Exhibit “A” as follows:

Location Address	Short Tax Parcel ID	Daytona Beach Shores Future Land Use Designation
2616 South Atlantic Avenue	5322-00-04-0170	Tourist Oriented Commercial

SECTION TWO: IMPLEMENTING ADMINISTRATIVE ACTIONS. The Community Services Director is hereby authorized to transmit copies of the adopted amendment to the *City of Daytona Beach Shores Comprehensive Plan* to the appropriate agencies and to any other unit

Ordinance 2022-21

Page No.2

of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3187(1)(c)2.b, *Florida Statutes* and *Volusia Growth Management Rules*.

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

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

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

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

JOHN CARY, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2022.

Adopted on second reading this _____ day of _____, 2022.

Ordinance 2022-21

Page No.3

EXHIBIT A

The Westerly 100 feet of the East 300 feet of the South 148.54 feet of the North 618.92 feet West of and measured on Ocean Shore Boulevard (South Atlantic Avenue) of Government Lot 4, Section 22, Township 15 South, Range 33 East, Volusia County, Florida.

Also known as part of Lots 188, 190, 192, 194 and 196, of Building 16, Sea Havens, according to the map or plat thereof as recorded in Plat Book 40, Page 151, Public Records of Volusia County, Florida.

Exhibit A: Parcel 5322-00-04-0170 (2616 S Atlantic Ave) Aerial Views and Street View







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

RECEIVED

AUG 02 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

575348

1-2022-031

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

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

Date Submitted: ____/____/____

Map amendment to change Parcel No.
532200040170 from Med. Density Res.
to Tourist Oriented Commercial

Applicable Section of the Comprehensive Plan: _____

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

Applicant's Name: All Aboard Storage c/o Andy Clark

5111 South Ridgewood Avenue, Suite 201

Address: Port Orange, FL 32127

Phone #: 386-527-6365

Property Address: 420 South Nova Road Daytona Beach, FL 32114

Existing Property Use: Vacant

Representing Attorney (if any): A. Joseph Posey, Jr., Esquire (Storch Law Firm)

Address: 420 South Nova Road, Daytona Beach, FL 32114

Phone #: 386-238-8383

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

Legal description of the property:

See Attached Survey

Description of your request:

See Attached Letter


Applicant's Signature

7, 29, 22
Date

NOTARIZED AUTHORIZATION OF OWNER

I, Cassandra Lee, as Manager of CIROTTI ENTERPRISES, LLC, a Florida limited liability company, the owner of Parcel No. 5322-00-04-0170 and 5322-00-04-0140 (the "Property"), hereby authorize STORCH LAW FIRM, as agent for owner, to represent me in rezoning and changing the future land use on the Property to permit self-storage, and expanding the self-storage special exception approval on the Property, and all other actions necessary to necessary to accomplish same, and to act as applicant, representing me in City of Daytona Beach Shores public hearings regarding same.

Cassandra Lee

By: Cassandra Lee

Its: Manager

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26th day of July 2022, by Lee Marie Cassandra as manager of CIROTTI ENTERPRISES, LLC, a Florida limited liability company, who is ☐ personally known to me or ☒ who has produced Florida D.L as identification and who did not take an oath.

Sarah Tocco

NOTARY PUBLIC

Type or print name: Sarah Tocco
Commission No.:



This instrument prepared by
WILLIAM P. WEATHERFORD, JR./ddd
WILLIAM P. WEATHERFORD, JR., P.A.
Post Office Drawer 2366
Winter Park, Florida 32790

Property Appraisers Parcel I.D.
#532200040140 & #532200040170

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, Made the 15th day of September, 2022, by **Cirotti Enterprises, L.L.C.**, a Florida limited liability company, whose address is 14413 Centralia Road, Brooksville, Florida 34614 (hereinafter called the "Grantor"), to **91 Oneida LLC**, a Florida limited liability company, whose address is 5111 S. Ridgewood Avenue, Suite 201, Port Orange, Florida 32127 (hereinafter called the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Volusia County, Florida, to-wit:

Parcel 1:

That part of Government Lot 4, Section 22, Township 15 South, Range 33 East, Volusia County, Florida more particularly described as follows: Commence at the Intersection of the North line of said Government Lot 4 with the Westerly line of Atlantic Avenue formerly Ocean Shore Boulevard, an 80 foot street as now laid out; thence Southerly along the Westerly line of Atlantic Avenue a distance of 543.88 feet to the Point of Beginning; thence West and parallel with the North line of said Government Lot 4 a distance of 200 feet to a point; thence Northerly and parallel with Atlantic Avenue a distance of 73.5 feet to a point; thence West and parallel with the North line of said Government Lot 4 a distance of 100 feet to a point; thence Northerly and parallel with Atlantic Avenue a distance of 148.54 feet to a point; thence East and parallel with the North line of said Government Lot 4 a distance of 300 feet to a point in the Westerly line of Atlantic Avenue, thence Southerly along the Westerly line of Atlantic Avenue a distance of 222.04 feet to the Point of Beginning.

Parcel 2:

The Westerly 100 feet of the East 300 feet of the South 148.54 feet of the North 618.92 feet West of and measured on Ocean Shore Boulevard (South Atlantic Avenue) of Government Lot 4, Section 22, Township 15 South, Range 33 East, Volusia County, Florida.

Also known as part of Lots 188, 190, 192, 194 and 196, of Building 16, Sea Havens, according to the map or plat thereof as recorded in Plat Book 40, Page 151, Public Records of Volusia County, Florida.

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

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

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the land in fee simple; that the Grantor has good right and lawful authority to sell and convey the land, and

hereby warrants the title to the land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

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

Signed, sealed and delivered in our presence:

Cirotti Enterprises, L.L.C., a Florida limited liability company

By: Cassandra C. Lee
Cassandra C. Lee, Member

Sarah Tocco
Witness Signature

Sarah Tocco
Witness Printed Name

David Gula
Witness Signature
David Gula
Witness Printed Name

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 14th day of September, 2022, by means of ☒ physical presence or ☐ online notarization, by Cassandra C. Lee, as a Member of Cirotti Enterprises, L.L.C., a Florida limited liability company, who is personally known by me or who X produced Florida DL as identification, and who did/did not take an oath.



Sarah Tocco

(Print or Type Name of Notary)

Notary Public, State of Florida

My Commission Expires: 05/20/23



GLENN D. STORCH, ESQUIRE
glenn@storchlawfirm.com

COREY D. BROWN, ESQUIRE
corey@storchlawfirm.com

August 1, 2022

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

A. JOSEPH POSEY, ESQUIRE
joey@storchlawfirm.com

**Re: *Future All Aboard Storage Site – Shores Depot
Parcel Nos. 5322-00-04-0170 & 5322-00-04-0140
2616 S Atlantic Avenue, Daytona Beach Shores, FL 32118***

Dear Stewart:

Thank you for all the feedback you provided our team regarding permitting the above location as the next All Aboard Storage facility. As you can imagine, the owner of All Aboard Storage, Mr. Andy Clark, is exciting about the opportunity to serve the City of Daytona Beach Shores community. Mr. Clark and his family currently own and operate 27 area storage facilities, so the City can rest assured that they have an experienced and professional partner with a track record of great service.

The purpose of this letter is as follows: 1) to request a rezoning for Parcel No. 5322-00-04-0170 from RMF-3 to GC-RD; 2) to request an amendment to the future land use map for Parcel No. 5322-00-04-0170 from Medium Density Residential to Tourist Oriented Commercial; and 3) to request an expansion of the existing special exception for self-storage for both Parcel Nos. 5322-00-04-0170 & 5322-00-04-0140. We have already started reviewing site plan related issues and the layout for the facility, and one of the major obstacles that has come up is parking. The above property currently has a patch work of shared and designed parking areas. The existing parking layout functions, but the inefficiencies in the design limit redevelopment of the site. The City Land Development Code further compounds the issue since the Code parking requirements do not reflect the most recent Institute of Transportation Engineers manual generation rates and the behaviors of a multi-use shopping plaza. Therefore, my client is also requesting a Land Development Code text amendment to better provide for the parking needs of this project. The supporting documents for each application, including a parking demand justification letter from the project engineer, are enclosed.

In response to the City LDC special exception criteria listed in Section 14-58.1.2.D.2, the applicant has no issue with complying with all the provisions therein. This is merely the expansion of an existing special exception, so many of the criteria have already been addressed.

As for the future land use map change, the request will create a consistent designation for the whole shopping plaza. The proposed change will reduce impacts by allowing for an expansion of a low impact self-storage use on the property in lieu of the residential homes currently permitted for development.

Enclosed please find the following:

- Application to Amend the Zoning Map
- Application for Special Exception
- Application to Amend Future Land Use Map
- Authorization of Owner
- Survey for Properties
- All Aboard Storage Facility Concept Plan
- Elevations for the Project
- Property Appraiser Parcel Identification Cards
- Project Parking Analysis
- Environmental Statement
- Traffic Memorandum
- Utility Demand Calculations
- Future Land Use Submittal Check for \$550.00
- Special Exception Submittal Check for \$220.00
- Rezoning Submittal Check for \$136.40
- Letter from Andy Clark
- Electronic Copy of Submittal

Please let me know if you have any questions or need anything further.

Kindest regards,

A handwritten signature in blue ink, appearing to read 'A. Joseph Posey, Jr.', with a stylized, cursive script.

A. Joseph Posey, Jr.

GDS/ajp

City of Daytona Beach Shores,

All Aboard Storage started in the late 1970s when my father, Doug Clark, and my brothers and I built our first self storage facility in Port Orange. We opened that business in 1983 and have been operating it continuously ever since.

We now operate 27 All Aboard Storage locations across east central Florida and have 3 more new locations under construction in New Smyrna Beach, Port Orange and Ormond Beach. We are the 60th largest owner and operator of self storage in the world with over 2.2 million square feet of rentable self storage space and over 10,000 existing customers.

Our corporate headquarters is located in the Clark Office Building in Port Orange next to our family's Estate of the Halifax wedding venue. I grew up in Port Orange and have lived with my wife Molly just outside Daytona Beach Shores on Daytona's beachside. Our daughter Emma is my director of HR & storage operations. We are a third-generation local family business with 67 full-time local employees.

I am very excited to add new life into SeaHorse Storage which is less than one mile from our house. We will be spending about \$300,000 on the existing parking lot and existing building repairing the roof and parapet wall. We will be renaming the business All Aboard Storage, Shores Depot.

Our management team culture is all about customer service and we look forward to being a great neighbor and corporate citizen in Daytona Beach Shores.

All Aboard Storage has partnered with the Daytona Beach News-Journal for the past 3 years to recognize Amazing Teachers in Volusia and Flagler Counties. All Aboard has awarded each monthly Amazing Teacher \$500 to use in their classrooms.

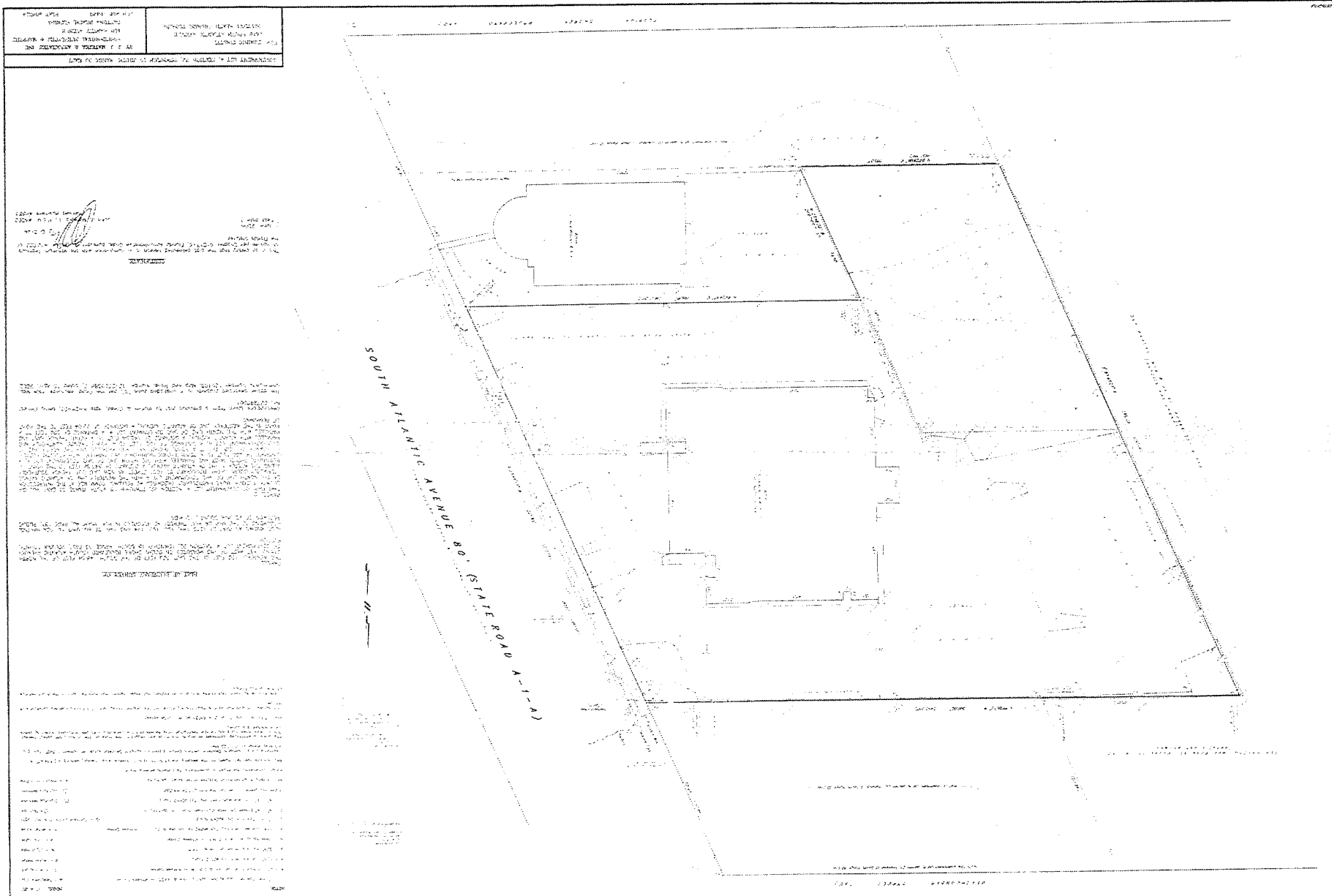
The Andy and Molly Clark Foundation donated \$400,000 in 2021 to Halifax Health to start an Arts in Medicine Program. We also have a permanent endowment with Daytona State College and Rotary International. All Aboard Storage also sponsored a Habitat for Humanity house in Orange City in 2020.

I have been an active member of the Port Orange / South Daytona Rotary Club since 1986 and I served as President in 2010-2011. I am a former member of the Board of Directors of the Port Orange / South Daytona Chamber of Commerce (I was recognized as Business Person of the Year in 2006 by that Chamber). Our daughter Emma Clark now serves on the Chamber Board. I also served on the Board of the Halifax Area Chamber of Commerce.

Andy Clark | CEO

All Aboard Properties

5111 South Ridgewood Avenue, Suite 201, Port Orange, FL 32127





NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

August 1, 2022

Stewart Cruz, City Planner

City of Daytona Beach Shores

Planning Division

2990 S Atlantic Ave

Daytona Beach Shores, FL 32118

Re: Shores Depot – All Aboard Storage

2616 S Atlantic Ave

Environmental Statement

Dear Mr. Cruz,

In order to satisfy the comp plan amendment application requirement regarding Impact Analysis, this letter is submitted with goal of satisfying the environmental analysis of the property.

The current site is mostly developed and previously cleared. The only vegetation onsite appears to be planted at the time of the existing buildings. At the Site Plan application, the developer will follow all requirements and provide environmental surveys as required by code.

Wetlands do not appear to be present on site. If an environmental survey conducted by a licensed biologist is required, the applicant would like to request this be conducted, reviewed, and accepted, prior to site plan approval.

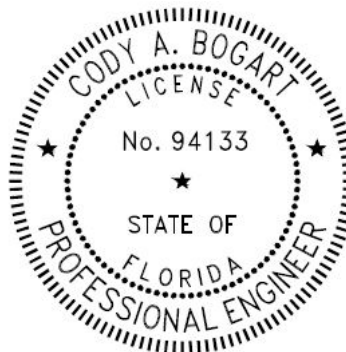
This letter does not constitute as an environmental survey or inspection, but as an opinion and request letter on behalf of the applicant.

If you have any questions or need additional information, please feel free to call or email me at cody@Newkirk-Engineering.com.

Sincerely,

NEWKIRK ENGINEERING, INC.

Cody Bogart, PE # 94133
Newkirk Engineering, Inc.





NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

October 4, 2022

Stewart Cruz, City Planner

City of Daytona Beach Shores

Planning Division

2990 S Atlantic Ave

Daytona Beach Shores, FL 32118

Re: Shores Depot – All Aboard Storage

2616 S Atlantic Ave

Trip Generation Statement

Dear Mr. Cruz,

Submitted is a trip generation report for the above referenced project which will be a proposed Indoor Self-Storage Facility. This trip generation report includes Cow-Licks Ice Cream, Sherwin Williams Paint Store, the existing Seahorse Storage, and the proposed All Aboard Storage. Cow-Lick's was included to coincide with parking calculation letter provided separate form this statement. The traffic trip generation and impact analysis were calculated from the following ITE Trip Generation Rates 8th Edition:

Description / ITE Code	UNIT	ITE Vehicle Trip Generation Rates								
		(peak hours are for peak hour of adjacent streets)								
		Weekday	AM	PM	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Mini-Warehouse (151)	KSF	2.5	0.15	0.26	59%	41%	0%	51%	49%	0%
Hardware/Paint Store (810)	KSF	51.29	1.08	4.84	50%	50%	26%	47%	53%	26%
Quality Restaurant (931)	KSF	89.95	0.81	7.49	50%	50%	44%	67%	33%	44%
Residential Townhome (230)	DU	5.81	0.44	0.52	17%	83%	0%	67%	33%	0%

Existing Trip Estimation										
Description / ITE Code Proposed Conditions	UNIT	Total Generated Trips			Total Distribution of Generated Trips					
		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Mini-Warehouse (151)	3.100	8	0	1	0	0	0	0	0	0
Hardware/Paint Store (810)	8.000	410	9	39	5	5	2	19	22	2
Quality Restaurant (931)	4.550	409	4	34	3	3	2	24	12	2
Residential Townhome (230)	10.860	63	5	6	1	4	0	4	2	0
Total Existing Trips		890	18	79	9	12	4	47	36	4

Proposed Trip Estimation										
Description / ITE Code Proposed Conditions	UNIT KSF	Total Generated Trips			Total Distribution of Generated Trips					
		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Mini-Warehouse (151)	39.700	99	6	10	4	2	0	5	5	0
Hardware/Paint Store (810)	8.000	410	9	39	5	5	2	19	22	2
Quality Restaurant (931)	4.550	409	4	34	3	3	2	24	12	2
Total Proposed Trips		919	18	83	12	11	4	48	39	4

NET CHANGE	28	1	4	2	-2	0	1	3	0
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The calculations provided above use the values determined from the Institute of Transportation Engineering trip generation analysis for each designated land use. The existing RMF-3 area allows up to 10.86 dwelling units and is proposed to be rezoned and amended to coincide with the rest of the area in question as TOC land use and GC-RD zoning.

According to the FDOT traffic count provided for A1A at the proposed site location, the AADT is 3200. The project proposes a total of 28 additional daily trips which is 0.88% of the total trips. Since the proposed project increases the net daily trips by less than 10%, this proves that the current conditions of A1A are sufficient for the proposed project.

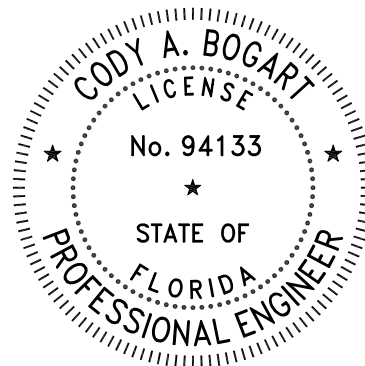
The trip generation calculations show that the proposed development will create an additional 28 Daily Trips, 1 AM Peak Hour and 4 PM Peak Hour trips. Trip generation calculations are based on the 8th Edition of the ITE manual which is the most up to date edition that is publicly available. Newer versions offer more information on pedestrian behavior, bicycle analysis, and truck data, which is not applicable to the trip generation analysis for this project.

If you have any questions or need additional information, please feel free to call or email me at cody@Newkirk-Engineering.com.

Sincerely,

NEWKIRK ENGINEERING, INC.

Cody Bogart, PE # 94133
Newkirk Engineering, Inc.





NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

August 1, 2022

Stewart Cruz, City Planner

City of Daytona Beach Shores

Planning Division

2990 S Atlantic Ave

Daytona Beach Shores, FL 32118

Re: Shores Depot – All Aboard Storage

2616 S Atlantic Ave

Water and Sewer Demand Analysis

Dear Mr. Cruz,

Submitted is a Water and Sewer Demand Calculation for the above referenced project which proposes the rezoning and amendment of part of the property from multi-family to general commercial to be able to expand the indoor self-storage use onsite, which will change the anticipated demand of water and sewer.

The attached calculations show the reduction in demand based on the existing ability to have 4-unit multifamily development and the proposed scenario as shown on the concept plan (see attached tables).

The calculations show a decrease of demand in water and sewer as summarized below:

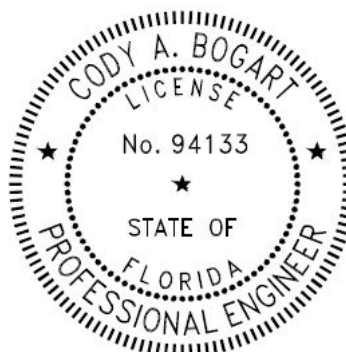
Utility	Average Daily Flow (GPD)	Max Daily Flow (GPD)	Peak Hourly Flow (GPD)
Water	-1,000	-2,000	-2.8
Wastewater	-750	-1,500	-2.1

If you have any questions or need additional information, please feel free to call or email me at cody@Newkirk-Engineering.com.

Sincerely,

NEWKIRK ENGINEERING, INC.

Cody Bogart, PE # 94133
Newkirk Engineering, Inc.



SHORES DEPOT FLOW DETERMINATIONS FOR FDEP APPLICATIONS AVERAGE DAILY FLOW				
ESTABLISHMENT	UNIT	FACTOR	NO. OF UNITS	TOTAL ERU'S
Residential				
Multi-family (3 or more bedrooms)	Per Unit	1.000	2.0	2.000
Multi-family (2 bedrooms)	Per Unit	0.833	2.0	1.666
Commercial				
Office Building (Add food service & retail space)	Per 1,000 sq. ft. gross	0.334	11.085	3.702
Warehouse-Office	Use fixture units for warehouse area, see Office Building for ERU's in that area (Add for food service & other uses)			
ERU COMBINED ERU's				
Combined Above ERU's =			7.368	
Fixture Units for Establishments (Uses) not listed in above tables =			0	
Additional ERU's Based on Remaining Unit Fixtures =			0.000	
Total Combined ERU's =			7.368	
Is Sanitary Sewer applicable to the project (enter Y or N)? =			Y	
Sewer Multiplier =			0.75	
AVERAGE DAILY FLOW (ADF)				
Water = ERU x 300 GPD			2,211 GPD	
Sewer = Water ADF * Sewer Multiplier =			1,658 GPD	
MAXIMUM DAILY FLOW				
Water = 2 x ADF =			4,421 GPD	
Sewer = 2 x ADF =			3,316 GPD	
PEAK HOURLY FLOW				
Water = 4 x ADF =			6.1 gpm	
Peak Factor =			4.0	
Sewer = Peak Factor x ADF =			4.6 gpm	

Potential residential units

Existing Sherwin and Storage facilities

EXISTING CONDITIONS

SHORES DEPOT FLOW DETERMINATIONS FOR FDEP APPLICATIONS AVERAGE DAILY FLOW				
ESTABLISHMENT	UNIT	FACTOR	NO. OF UNITS	TOTAL ERU'S
Residential				
Multi-family (3 or more bedrooms)	Per Unit	1.000	0.0	0.000
Multi-family (2 bedrooms)	Per Unit	0.833	0.0	0.000
Commercial				
Office Building (Add food service & retail space)	Per 1,000 sq. ft. gross	0.334	11.085	3.702
Warehouse-Office	Use fixture units for warehouse area, see Office Building for ERU's in that area (Add for food service & other uses)			
ERU COMBINED ERU's				
Combined Above ERU's =			3.702	
Fixture Units for Establishments (Uses) not listed in above tables =			4	
Additional ERU's Based on Remaining Unit Fixtures =			0.333	
Total Combined ERU's =			4.036	
Is Sanitary Sewer applicable to the project (enter Y or N)? =			Y	
Sewer Multiplier =			0.75	
AVERAGE DAILY FLOW (ADF)				
Water = ERU x 300 GPD			1,211 GPD	
Sewer = Water ADF * Sewer Multiplier =			908 GPD	
MAXIMIUM DAILY FLOW				
Water = 2 x ADF =			2,421 GPD	
Sewer = 2 x ADF =			1,816 GPD	
PEAK HOURLY FLOW				
Water = 4 x ADF =			3.4 gpm	
Peak Factor =			4.0	
Sewer = Peak Factor x ADF =			2.5 gpm	

No potential residential units

Additional Fixtures in proposed building

PROPOSED CONDITIONS



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	4862668
Parcel ID:	532200040170
Township-Range-Section:	15 - 33 - 22
Subdivision-Block-Lot:	00 - 04 - 0170
Business Name:	
Owner(s):	CIROTTI ENTERPRISES LLC - 100%
Mailing Address On File:	14413 CENTRALIA RD BROOKSVILLE FL 34614
Physical Address:	2616 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118
Building Count:	0
Neighborhood:	7362 - W/S ATL AVE DAYTONA BCH SHORE
Subdivision Name:	
Property Use:	1000 - VACANT COMM
Tax District:	403-DAYTONA BEACH SHORES
2021 Certified Millage Rate:	18.5026
Homestead Property:	No
Agriculture Classification:	No
Short Description:	22-15-33 W 100 FT OF E 300 FT OF S 148.54 FT OF N 618.92 FT W OF & MEAS ON S ATLANTIC AVE GOVT LOT 4 AKA PART OF 188190 192 & 194 & 196 BLDG #16 SEA HAVENS MB 40 PG 152 PER OR2840

Property Values

Tax Year:	2022 Working	2021 Final	2020 Final
Valuation	1-Market	1-Market	1-Market
Method:	Oriented Cost	Oriented Cost	Oriented Cost
Improvement	\$0	\$0	\$0
Value:	\$142,800	\$122,400	\$122,400
Land Value:	\$142,800	\$122,400	\$122,400
Just/Market Value:			

Working Tax Roll Values by Taxing Authority

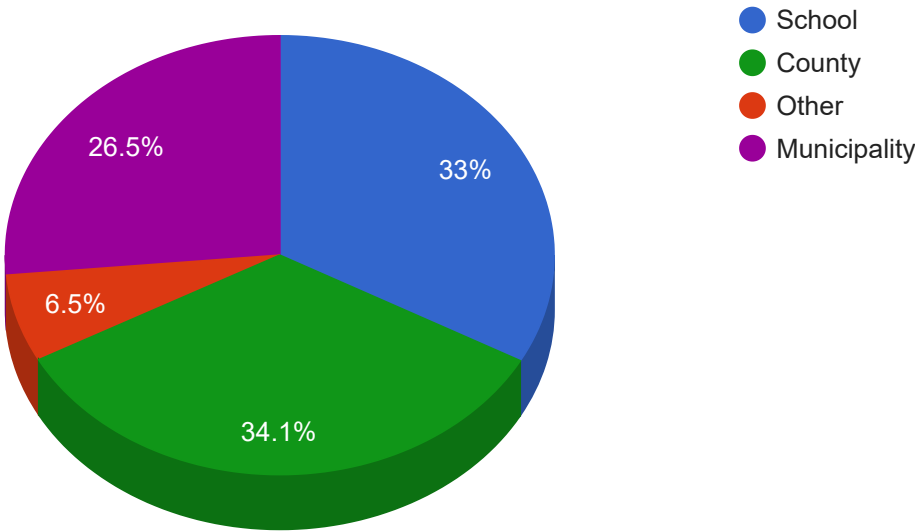
Values shown below are the 2022 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2021 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	\$142,800	\$142,800	\$0	\$142,800	1.5000	\$214.20
0012	DISCRETIONARY	\$142,800	\$142,800	\$0	\$142,800	0.7480	\$106.81
0011	REQ LOCAL EFFORT	\$142,800	\$142,800	\$0	\$142,800	3.5540	\$507.51
0050	GENERAL FUND	\$142,800	\$134,640	\$8,160	\$134,640	5.3812	\$724.52
0055	LIBRARY	\$142,800	\$134,640	\$8,160	\$134,640	0.5174	\$69.66
0520	MOSQUITO CONTROL	\$142,800	\$134,640	\$8,160	\$134,640	0.1781	\$23.98
0530	PONCE INLET PORT AUTHORITY	\$142,800	\$134,640	\$8,160	\$134,640	0.0845	\$11.38
0058	VOLUSIA ECHO	\$142,800	\$134,640	\$8,160	\$134,640	0.2000	\$26.93
0057	VOLUSIA FOREVER	\$142,800	\$134,640	\$8,160	\$134,640	0.2000	\$26.93
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$142,800	\$134,640	\$8,160	\$134,640	0.0320	\$4.31
0100	HALIFAX HOSPITAL AUTHORITY	\$142,800	\$134,640	\$8,160	\$134,640	0.9529	\$128.30
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$142,800	\$134,640	\$8,160	\$134,640	0.2189	\$29.47
0240	DAYTONA BEACH SHORES	\$142,800	\$134,640	\$8,160	\$134,640	4.9356	\$664.53
						18.5026	\$2,538.53

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	\$2,538.53
				Estimated Non-Ad Valorem Tax:	\$0.00
				Estimated Taxes:	\$2,538.53
				Estimated Tax Amount without SOH/10CAP ?	\$2,642.17

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2021	\$122,400	\$0	\$122,400	\$122,400	\$0	\$122,400	\$0
2020	\$122,400	\$0	\$122,400	\$122,400	\$0	\$122,400	\$0
2019	\$122,400	\$0	\$122,400	\$122,400	\$0	\$122,400	\$0
2018	\$122,400	\$0	\$122,400	\$119,680	\$0	\$119,680	\$0
2017	\$108,800	\$0	\$108,800	\$108,800	\$0	\$108,800	\$0
2016	\$108,800	\$0	\$108,800	\$108,800	\$0	\$108,800	\$0
2015	\$108,800	\$0	\$108,800	\$108,800	\$0	\$108,800	\$0
2014	\$108,800	\$0	\$108,800	\$108,800	\$0	\$108,800	\$0
2013	\$108,800	\$0	\$108,800	\$108,800	\$0	\$108,800	\$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1000-VACANT COMMERCIAL		S-SQUARE FEET			13,600			10.50	\$142,800
Total Land Value:										\$142,800

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
Total Miscellaneous Value:						\$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
5144 / 553	2003204735	08/19/2003	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$1,250,000
4610 / 0196	2000200373	11/15/2000	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$25,000
2863 / 1942		08/15/1986	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$100
2840 / 0288		06/15/1986	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$85,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
22-15-33 W 100 FT OF E 300 FT OF S 148.54 FT OF N 618.92 FT W OF & MEAS ON S ATLANTIC AVE GOVT LOT 4 AKA PART OF 188190 192 & 194 & 196 BLDG #16 SEA HAVENS MB 40 PG 152 PER OR2840 PG 288 & OR 2863 PG 1943 PER OR 5144 PG 553	403	15 - 33 - 22	00 - 04 - 0170	16-SEP-86

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser’s office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
02/22/2013	2013-178	REMOVE INT WALLS & DUCT WORK	\$2,400
02/22/2013	2013-180	ELIMINATE 1 BTH & KITCHEN SINK	\$500

06/23/2005	BP2004-27	\$0
01/22/2004	bp2003-171	\$0

24180161

BOOK PAUL

JAN 2 1983

11-3-83

RECIPROCAL GRANT OF EASEMENT

STEVE PETRAS and ANGIO GEORGOUDICE (hereinafter referred to as "Petras"), owners of that property described in Exhibit 1 attached hereto (hereinafter called the "Petras Property"), and NICHOLAS A. GEORGE (hereinafter referred to as "George"), owner of that property described in Exhibit 2 attached hereto (hereinafter referred to as the "George Property"), in consideration of the mutual obligations stated herein, agree as follows:

Petras and George grant each to the other and the licensees, invitees, and guests of each, an easement for the parking of automotive vehicles in that parking lot presently servicing and located on the Petras and George properties. The easement granted to George hereunder shall be for the parking of automotive vehicles on that portion of the southerly one-half of the above described parking lot located on the Petras property. The easement granted hereunder to Petras shall be for the parking of automotive vehicles on that property located on the northerly one-half of that portion of the above described parking lot located on the George property. George and Petras hereby also grant to each other and to each other's licensees, invitees and guests, an easement for ingress and egress over the above described parking lot as is necessary for the use of the above described parking easements.

The parking easement for each automotive vehicle granted hereunder shall be of sufficient dimensions so as to be in compliance with all applicable city and county ordinances. Each of the undersigned shall maintain that portion of the above described parking lot located on his property free of obstructions and refuse with adequate lighting, drainage, and striping of parking spaces.

The above described easements and covenants shall run with the respective parcels of property to which they are appurtenant and shall be binding on, and shall inure to the benefit of, the parties hereunder

418 116

BOOK PAGE

-2-

and their heirs, legal representatives, successors and assigns.

Executed this 19 day of January, 1983.

WITNESSES:

Helen M. Berendt

Steve Petras
STEVE PETRAS

Mary Ann Ballard
As to Steve Petras and
Argiro Georgoudios

Argiro Georgoudios
ARGIRO GEORGOUDIOS

Mary Ann Ballard
Helen M. Berendt
As to Nicholas A. George

Nicholas A. George
NICHOLAS A. GEORGE

STATE OF FLORIDA,

COUNTY OF VOLUSIA,

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared STEVE PETRAS, ARGIRO GEORGOUDIOS and NICHOLAS A. GEORGE to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and seal in the County and State last aforesaid this 19 day of January, 1983.

Mary Ann Ballard
Notary Public

My commission expires: May 15, 1985

24180163

BOOK PAGE

Exhibit I

PARCEL 2: THAT PART OF GOVERNMENT LOT 4, SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 4 WITH THE WESTERLY LINE OF ATLANTIC AVENUE (FORMERLY OCEAN SHORE BOULEVARD), AN 80' STREET AS NOW LAID OUT; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF ATLANTIC AVENUE A DISTANCE OF 543.88' TO THE POINT OF BEGINNING; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 200' TO A POINT; THENCE NORTHERLY AND PARALLEL WITH ATLANTIC AVENUE A DISTANCE OF 73.5' TO A POINT; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 100' TO A POINT; THENCE NORTHERLY AND PARALLEL WITH ATLANTIC AVENUE A DISTANCE OF 148.54' TO A POINT; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 300' TO A POINT IN THE WESTERLY LINE OF ATLANTIC AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF ATLANTIC AVENUE A DISTANCE OF 222.04' TO THE POINT OF BEGINNING.

S.W.

Exhibit 2

PARCEL 3: THAT PART OF GOVERNMENT LOT 4, SECTION 22, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 4 WITH THE WESTERLY LINE OF ATLANTIC AVENUE (FORMERLY OCEAN SHORE BOULEVARD), AN 80' STREET AS NOW LAID OUT; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF ATLANTIC AVENUE A DISTANCE OF 543.88' TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE WESTERLY LINE OF ATLANTIC AVENUE A DISTANCE OF 75' TO A POINT; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 200' TO A POINT; THENCE NORTHERLY AND PARALLEL WITH ATLANTIC AVENUE A DISTANCE OF 75' TO A POINT; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 A DISTANCE OF 200' TO THE POINT OF BEGINNING.

COW LICKS

115.33

ALL ABOARD PROPERTIES5111 S. RIDGEWOOD AVENUE, SUITE 201
PORT ORANGE, FL 32127
(386) 763-2280WELLS FARGO BANK, N.A.
FLORIDA

25355

63-751/631

**** TWO HUNDRED TWENTY AND 00/100 DOLLARS

TO THE
ORDER OF

07/28/2022

\$220.00*****

CITY OF DAYTONA BEACH SHORES
3050 S ATLANTIC AVE
DAYTONA BEACH, FL 32118

AUTHORIZED SIGNATURE

MP

⑈025355⑈ ⑆063107513⑆ 5060305512⑈

THE FACE OF THIS CHECK HAS A COLORED BACKGROUND ON WHITE PAPER, THE BACK A UNIQUE CHECK IDENTITY BAR CODE AND A WATERMARK - HOLD AT AN ANGLE TO VIEW.

ALL ABOARD PROPERTIES5111 S. RIDGEWOOD AVENUE, SUITE 201
PORT ORANGE, FL 32127
(386) 763-2280WELLS FARGO BANK, N.A.
FLORIDA

25358

63-751/631

**** ONE HUNDRED THIRTY SIX AND 40/100 DOLLARS

TO THE
ORDER OF

07/28/2022

\$136.40*****

CITY OF DAYTONA BEACH SHORES
3050 S ATLANTIC AVE
DAYTONA BEACH, FL 32118

AUTHORIZED SIGNATURE

MP

⑈025358⑈ ⑆063107513⑆ 5060305512⑈

THE FACE OF THIS CHECK HAS A COLORED BACKGROUND ON WHITE PAPER, THE BACK A UNIQUE CHECK IDENTITY BAR CODE AND A WATERMARK - HOLD AT AN ANGLE TO VIEW.

ALL ABOARD PROPERTIES5111 S. RIDGEWOOD AVENUE, SUITE 201
PORT ORANGE, FL 32127
(386) 763-2280WELLS FARGO BANK, N.A.
FLORIDA

25357

63-751/631

**** FIVE HUNDRED FIFTY AND 00/100 DOLLARS

TO THE
ORDER OF

07/28/2022

\$550.00*****

CITY OF DAYTONA BEACH SHORES
3050 S ATLANTIC AVE
DAYTONA BEACH, FL 32118

AUTHORIZED SIGNATURE

MP

⑈025357⑈ ⑆063107513⑆ 5060305512⑈

Public Notices

Notice to Town Center at Palm Coast Community Development District Residents

The Board of Supervisors ("the Board") of the Town Center of Palm Coast Community Development District ("the District") currently has two vacancies in Seat #2 & Seat #3 with the terms expiring November 2024 and November 2022. The Board is seeking Qualified Elector candidates to fill these seats.

Per Florida Statute, 190.003(17), ("Qualified elector" means any person at least 18 years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who registers to vote with the Supervisor of Elections in the county in which the District land is located.")

The meetings schedule is available at: <https://www.towncenterofpalmcoast.org/meetings>

All interested and qualified candidates are asked to contact the District Manager, Bob Koncar, by email at bob.koncar@inframark.com, or by telephone at (904) 626-0593. Any correspondence of expressions of interest and/or résumés that candidates would like to have presented to the Board for consideration of their candidacy must be provided to the District Manager no later than November 11, 2022. Please note that all materials provided become part of the public record. Interested candidates will be required to attend the next meeting (November 18, 2022 at 10:00 a.m.) so that they may address the Board regarding their candidacy, and, if appointed, be able to immediately assume office at that meeting

L#7838511 9/29/2022

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Public Notices

BOARD OF SUPERVISORS MEETING DATES
WALKERS GREEN COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022-2023

The Board of Supervisors of the Walkers Green Community Development District will hold their regular meetings for the Fiscal Year 2022-2023 at the Cobb Cole Center, 149 Ridgewood Avenue, Daytona Beach, Florida 32114 at 10:00 a.m. unless otherwise indicated; as follows:

October 4, 2022
November 1, 2022
December 6, 2022
January 3, 2023
February 7, 2023
March 7, 2023
April 4, 2023
May 2, 2023
June 6, 2023
July 5, 2023
August 1, 2023
September 5, 2023

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record of the meeting. A copy of the agenda for these meetings may be obtained from PFM Group Consulting LLC located at 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817 or by calling (407) 723-5900.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 723-5900 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

L#7844379 9/29/2022

Public Notices

Intention to Lease

Pursuant to Section 373.093, F.S., the St. Johns River Water Management District ("District") gives notice of its intention to lease a total of 3.50-acres over District properties known as Pellicer Creek, Moses Creek, Deep Creek, Horseshoe Point, Murphy Creek and Dunns Creek Conservation Areas in Flagler, St. Johns and Putnam County, Florida for use as apiary sites. The properties are anticipated to be leased October 28, 2022 at approximately 3 p.m. at District Headquarters, 4049 Reid Street, Palatka, Florida, 32177. Apiary bid information is available on the District's website at www.sjrwmd.com.

#7784607 9/15, 9/22, 9/29/2022

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Daytona Beach Shores will hold a Public Hearing to consider a Future Land Use Map Amendment request for the property generally located at 2616 S. Atlantic Avenue, Daytona Beach Shores, FL 32118, Parcel No. 532200040170. The applicant, All Aboard Storage c/o Andy Clark, is requesting a Future Land Use Map Amendment to change the future land use category from Medium Density Residential to Tourist Oriented Commercial. Planning and Zoning Board, October 10, 2022 at 8:30 a.m.

City Council 1st Reading, October 25, 2022, at 6:00 p.m.

City Council 2nd Reading, December 13, 2022, at 6:00 p.m.

The hearing will be held in the City Council Chambers in the Community Center located at 3000 Bellemead Drive, Daytona Beach Shores, Florida.

All interested parties are invited to appear at this public hearing and submit oral or written objections or comments. The application is available for public inspection at the City of Daytona Beach Shores, Community Services Department, Planning Division, 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida. For more information, please call Tel. (386) 763-5376.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than seven working days prior to the hearing.

L#7825371 9/29/2022 11

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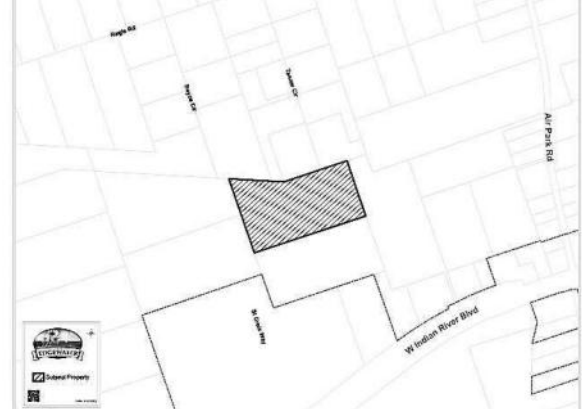
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CITY OF EDGEWATER
NOTICE OF PUBLIC HEARING
ORDINANCE NO. 2022-O-14

Notice is hereby given that the City Council of the City of Edgewater, Florida, will hold a public hearing on Monday, October 3, 2022, at 6:00 p.m. or as soon thereafter as the matter may be heard, in Council Chambers, 104 N. Riverside Drive, Edgewater, to consider Ordinance No. 2022-O-14. All interested persons are invited to attend. This hearing may be continued to one or more dates. The dates, times and places of any continuation of the above-scheduled public hearings will be announced at said public hearing and no further notification regarding said continuation is required to be published. Additional information and a copy of the proposed ordinance, including complete legal description by metes and bounds, may be obtained from the City Clerk, 104 N. Riverside Drive, Edgewater. If any person decides to appeal any decision made by the City Council with respect to any matter considered at such hearing, a record of the proceedings may be needed, and in that event, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. In accordance with the American with Disabilities Act, persons needing assistance to participate in this hearing should contact the City Clerk at (386) 424-2400 extension #1101.

ORDINANCE NO. 2022-O-14

AN ORDINANCE ANNEXING 11.2± ACRES OF CERTAIN REAL PROPERTY LOCATED AT 1805 ST. CROIX WAY (PARCEL IDENTIFICATION NUMBER 843801000367), VOLUSIA COUNTY, INTO THE CITY OF EDGEWATER, FLORIDA; SUBJECT TO THE JURISDICTION, OBLIGATIONS, BENEFITS AND PRIVILEGES OF THE MUNICIPALITY; AMENDING THE DESCRIPTION OF THE CITY OF EDGEWATER CORPORATE LIMITS; PROVIDING FOR FILING WITH THE CLERK OF THE CIRCUIT COURT, VOLUSIA COUNTY, THE VOLUSIA COUNTY PROPERTY APPRAISER AND THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR AN EFFECTIVE DATE, RECORDING AND ADOPTION.



Submitted by,
Bonnie Zlotnik, CMC
City Clerk

DB-32267681

Public Notices

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Daytona Beach Shores will hold a Public Hearing to consider a zoning map amendment request for the property generally located at 2616 S. Atlantic Avenue, Daytona Beach Shores, FL 32118, Parcel No. 532200040170. The applicant, All Aboard Storage c/o Andy Clark, is requesting a zoning map amendment from RMF-3 Multifamily Residential District (Low Density) to GC-RD District (General Commercial-Redevelopment). Planning and Zoning Board, October 10, 2022 at 8:30 a.m.

City Council 1st Reading, October 25, 2022, at 6:00 p.m.

City Council 2nd Reading, December 13, 2022, at 6:00 p.m.

The hearing will be held in the City Council Chambers in the Community Center located at 3000 Bellemead Drive, Daytona Beach Shores, Florida.

All interested parties are invited to appear at this public hearing and submit oral or written objections or comments. The application is available for public inspection at the City of Daytona Beach Shores, Community Services Department, Planning Division, 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida. For more information, please call Tel. (386) 763-5376.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in the proceedings should contact the City Clerk's Office no later than seven working days prior to the hearing.

L#7825415 9/29/2022 11

Public Sale

NOTICE OF PUBLIC SALE: John's Towing Auto & Truck Service, Inc. gives Notice of Foreclosure of Lien and intent to sell these vehicles on 10/8/2022 8:00 am at 1103 N State St Bunnell, FL 32110, pursuant to subsection 713.78 of the Florida Statutes. John's Towing Auto & Truck Service, Inc reserves the right to accept all bids.

37MUJ62N38M053658 2008 TOYT
5KYPG4A32HG272839 2017 KIA
JA32VZFV5E003086 2014 MITS
9/29/22 1X

NOTICE OF PUBLIC SALE: John's Towing Auto & Truck Service, Inc. gives Notice of Foreclosure of Lien and intent to sell these vehicles on 10/22/2022 8:00 am at 1103 N State St Bunnell, FL 32110, pursuant to subsection 713.78 of the Florida Statutes. John's Towing Auto & Truck Service, Inc reserves the right to accept all bids.

3GNKBKRS3M5571593 2021 CHEV
9/29/22 1X

NOTICE OF PUBLIC SALE: John's Towing Auto & Truck Service, Inc. gives Notice of Foreclosure of Lien and intent to sell these vehicles on 10/7/2022 8:00 am at 1103 N State St Bunnell, FL 32110, pursuant to subsection 713.78 of the Florida Statutes. John's Towing Auto & Truck Service, Inc reserves the right to accept all bids.

2C4RC1GG3KR627596 2019 CHRY
2HKRL1867H1616036 2001 HOND
2HKRM4H56DH666209 2013 HOND
2T1BU4EE5DC021754 2013 TOYT
WBA3A5C53DF601045 2013 BMW
9/29/22 1X

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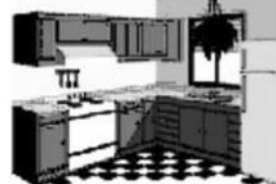
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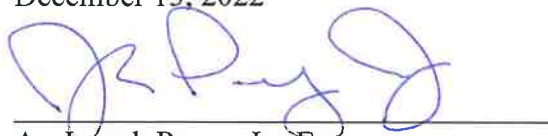
**AFFIDAVIT OF COMPLIANCE
WITH PUBLIC NOTICE REQUIREMENTS
OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA**

I, the undersigned, hereby certify that I have mailed or caused to be mailed by First Class, Certified Mail, to the named property owners listed below whose property is abutting the property which is the subject of applications and public hearings pursuant to the City of Daytona Beach Shores Code of Ordinances, a notice containing the time, date and purpose of the public hearings and address of the subject property. The notices were sent at least thirty (30) days prior to the meeting date. A copy of the notice and signed certified mail return cards are attached. The subject property was also posted with a placard on September 30, 2022. A legal advertisement of the type and size required by the Daytona Beach Shores Code of Ordinances was placed in the Daytona Beach News Journal on September 29, 2022. A proof of publication affidavit is attached.

The names and addresses of the following property owners were obtained from the Volusia County Property Appraiser's Office and mailed to said property owners on August 30, 2022.

<u>Name</u>	<u>Address</u>	<u>Certified Mail Receipt #</u>
Please see attached adjoining owners list from Volusia County	Please see attached adjoining owners list from Volusia County	Attached

Planning and Zoning Board Hearing Date: October 10, 2022
City Council 1st Reading Date: October 25, 2022
City Council 2nd Reading Date: December 13, 2022



A. Joseph Posey, Jr., Esq.
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114
(386) 238-8383
(386) 238-0988 (fax)

STATE OF FLORIDA
COUNTY OF VOLUSIA

SWORN AND SUBSCRIBED before me by means of (check one) ☒ physical presence or [] online notarization, this 6th day of October, 2022 by Adolph Joseph Posey, Jr. He is (check one) [] personally known to me or [] produced his driver's license as identification.


Notary Public, State of Florida at Large

(SEAL)



APRIL M. ROSAMILIA
Commission # HH 201352
Expires January 6, 2026



Property Appraiser Larry Bartlett

DISCLAIMER: Surrounding Owners Request Prepared by Volusia County Property Appraisers Office

s22074

The Volusia County Property Appraiser and staff are constantly working to provide and publish the most current and accurate information possible. No warranties, expressed or implied are provided for the data herein, its use, or its interpretation.

Additionally, the Appraiser's data is not as current as the Clerk of the Court data causing mismatches - which are beyond our control

Again, one must remember that the primary use of the assessment data contained is for the preparation of the current year tax roll.

No responsibility or liability is assumed for inaccuracies or errors.

STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the following is a true
copy of the records of this office. This
is day of August A.D. 20 22
Larry Bartlett, Property Appraiser

By: *[Signature]*
Chief Deputy Property Appraiser

Yellow Highlighted Information is redacted pursuant to Florida Statute 119.071. Please provide a copy of the documents being mailed to our office at 123 W. Indiana Ave., Room 102, DeLand, FL 32720. We will mail the information to this property owner for you. If you have any questions, please call 386-822-5717.

Parcel Number of Subject Property: 5322-00-04-0170 & 5322-00-04-0140 - Adjacent Only - Storch Law Firm - 8/9/2022

PID	OWNER1	ADDR1	MAIL CITY	MAIL STATE	MAIL ZIP
532200040041	CITY OF DAYTONA BEACH SHORES	2990 S ATLANTIC AVE	DAYTONA BEACH SHORES	FL	32118
532200040140	CIRIOTTI ENTERPRISES LLC	14413 CENTRALIA RD	BROOKSVILLE	FL	34614
532200040150	72-74 LAFAYETTE AVE REALTY	3 WHIPSER-IN CL	ORMOND BEACH	FL	32174
532223152000	GRIMALDI JOSEPH A	200 FLORIDA SHORES BLVD #S0515	DAYTONA BEACH SHORES	FL	32118
532223000001	SEA HAVENS HOMEOWNERS ASSOC IN	PO BOX 730663	ORMOND BEACH	FL	32173
532200040170	CIRIOTTI ENTERPRISES LLC	14413 CENTRALIA RD	BROOKSVILLE	FL	34614
532218000002	2626 CONDO COA	2626 S ATLANTIC AVE	DAYTONA BEACH SHORES	FL	32118
532222000001	SANDPOINT CONDO COA	2180 STATE ROAD 434 SUITE 5000	LONGWOOD	FL	32779
532221000001	HOLIDAY SHORES CONDO ASSOC	2617 S ATLANTIC AVE	DAYTONA BEACH SHORES	FL	32118
532200040042	CITY OF DAYTONA BEACH SHORES	2990 S ATLANTIC AVE	DAYTONA BEACH SHORES	FL	32118
532218001070	HILGER GARY RICHARD	2626 S ATLANTIC AVE UNIT 107	DAYTONA BEACH SHORES	FL	32118
532218005090	WARHOLD MICHAEL	3598 MIDDLEBORO RD	PITTSBURGH	PA	15234
532218001020	BROWN GEORGE G & BARBARA C	2764 S PENINSULA DR	DAYTONA BEACH SHORES	FL	32118
532218001010	LATREILLE PATRICE	3131 S RIDGEWOOD AVE UNIT 309	SOUTH DAYTONA	FL	32119
532218003090	HALLMAN DONALD E F TR	33929 FOUNTAIN BLVD	WESTLAND	MI	48185
5322180004010	SCHWENDEMAN AUDREY	2626 S ATLANTIC AVE	DAYTONA BEACH SHORES	FL	32118
532218002070	BRADSHAW CHRIS G	189 SCHWENDEMAN HILL RD	LOWELL	OH	45744
532218004050	DUQUETTE MARC JOSEPH	2626 S ATLANTIC AVE UNIT 207	DAYTONA BEACH	FL	32118
532218004020	FINDLAY JULIA G	2626 S ATLANTIC AVE UNIT 405	DAYTONA BEACH SHORES	FL	32118
532218004030	STRAUBER ELENA	20 MCGIBONEY RD	COVINGTON	GA	30016
532218004040	NEEDHAM TIMOTHY FORREST	2626 S ATLANTIC AVE UNIT 403	DAYTONA BEACH SHORES	FL	32118
532218004060	MALHOTRA CARMEN NEDDA	2220 OGLESBY BRIDGE RD SW	CONYERS	GA	30094
532218004070	TAYLOR BARRY & DEBORAH A	14 ARBOR FIELD WAY	LAKE GROVE	NY	11755
		95 FIDDLERS CREEK RD	TITUSVILLE	NJ	08560

532218004080	BURRUBY JO TR	54 ZIELGER AVE	POUGHKEEPSIE	NY	12603
532218004090	BURRUBY JO TR	54 ZIELGER AVE	POUGHKEEPSIE	NY	12603
532218005010	GULLA PETER C & STEPHANIE	82 ATHENS AVE	SOUTH AMBOY	NJ	08879
532218001040	TWENTY-SIX TWENTY-SIX CONDO	2626 S ATLANTIC AVE UNIT 104	DAYTONA BEACH SHORES	FL	32118
532218001030	NATION CATHLEEN	820 STAGHORN EXTENSION	NICHOLSON	GA	30565
532218001080	MYERS ROBERT D & MARLENE E	108 SUNNYRIDGE DR	NEW KENSINGTON	PA	15068
532218001090	LEQUIPE COLLISION EXPERT INC	714 RUE MARCO-POLLO	BOUCHERVILLE	QC CANADA	J4B 6K7
532218005070	SANTIAGO RAYMOND & MYRTA	24-13 88TH ST	JACKSON HEIGHTS	NY	11369
532218002010	ICOVINO JACK & MARCELLA	542 N LAKE SHORE DR	BRICKTOWN	NJ	08723
532218002020	DELAROSA RODRIGO	13 PENNYBROOK LN	MIDDLETON	NJ	07748
532218002030	VAN HORN AMY	611 WILLIAM PENN PL APT 1813	PITTSBURGH	PA	15219
532218002040	PALAJAC PETER A	626 CANAL VIEW BLVD	PORT ORANGE	FL	32129
532218002050	MATTESON JAMES B	526 NORTH ST	BROOKLYN HTS	OH	44131
532218002060	KRIEL LIUBOV A	4927 SUMMER WIND DR	BUFORD	GA	30519
532218003020	DORLEY TANIA Z	942 BLYTHDALE RD	OTTAWA	ON CANADA	K2A 2N6
532218002080	JONES ANTHONY ERIC	12509 KIRKHAM RD	LOUISVILLE	KY	40299
532218002090	LOZINSKI RHONDA D	53 BARTLETT AVE	WILBRAHAM	MA	01095
532218003010	MEIER STEFAN	2626 S ATLANTIC AVE UNIT 301	DAYTONA BEACH SHORES	FL	32118
532218003030	HALKOS ALEXANDER A & PENELOPE	2842 CRAVEY TR NE	ATLANTA	GA	30345
532218003040	OMALLEY PEARSE J & JANET	106 GABLE RD	CRANBERRY TWP	PA	16066
532218003050	MARQUETTE DONNA J	4668 OVIATT WINHAM RD	NEWTON FALLS	OH	44444
532218005060	CASTAGNACCI DAVID	671 WELLINGTON BLVD UNIT 24	ORMOND BEACH	FL	32174
532218005020	MARQUETTE FLOYD B	4668 OVIATT WINDHAM RD	NEWTON FALLS	OH	44444
532218005030	HALLMAN CHARLES D & DAWN A	2512 HANNAN RD	CANTON	MI	48188
532218005040	HOCH LEON E	2626 S ATLANTIC AVE UNIT 504	DAYTONA BEACH SHORES	FL	32118
532218003080	CRONIN MATTHEW T	150 4TH AVE APT 2C	BROOKLYN	NY	11217
532218003060	CAREY TRAVIS M	357 CR 513	CALIFON	NJ	07830
532218003070	NETZER VIRGIL	1324 15TH AVE NE	ABERDEEN	SD	57402
532218005050	ZACK KIERRA	2626 S ATLANTIC AVE UNIT 5050	DAYTONA BEACH SHORES	FL	32118
53222200007A	PEDEN MICHAEL SCOTT	1659 117 NASH RD	COURTICE	ON CANADA	L1E 1S8
53222200007B	GAGNE FRANCOIS	105 RUE DE LA MATAMEC	TERREBONNE	QC CANADA	J6W 6G2
532222000071	BROWN TIMOTHY S	8612 WASHINGTON PIKE	CORRYTON	TN	37721
53222200008E	GONZALES PATRICIA ANN	2615 S ATLANTIC AVE UNIT #8E	DAYTONA BEACH SHORES	FL	32118
53222200008A	YOUNG WILLIAM V	203 FAIRMONT RD	CHICORA	PA	16025
53222200008H	LEVIS STEVEN A	37 HOWARD PL	NUTLEY	NJ	07110
53222200008D	BROCKMAN BEN	6409 JACK WRIGHT ISLAND RD	ST AUGUSTINE	FL	32092
53222200008H	RAMSEY JOHN C	2295 LONE WILLOW VIEW	COLORADO SPRINGS	CO	80904
53222200008F	JOHNSON LAVAUGHN	2958 CASHTOWN RD	BREMEN	GA	30110
53222200008G	WISNIEWSKI JOSEPH W	2615 S ATLANTIC AVE UNIT G8	DAYTONA BEACH SHORES	FL	32118
53222200008I	LUXURY SUITES LLC	210 PARKTOWNE BLVD STE 3	EDGEWATER	FL	32132
53222200001B	YODALI INTERNATL INVESTMENTS	1889 BERKELEY CT	MAITLAND	FL	32751
53222200006A	MCKINLEY RICHARD A	11705 E 35TH AVE	SPOKANE VALLEY	WA	99206
53222200006C	GOLDSBERRY GREGORY E	603 MONTICELLO HWY	GRAY	GA	31032
532222000051	MURPHY THOMAS GERALD	37 SEABERT DR	ARNPRIOR	ON CANADA	K7S 0H9
53222200006B	CFL PROPERTIES LLC	PO BOX 3040	PADUCAH	KY	42002
53222200006D	DONLEY MARILYN A TR	12061 CLICHY LN	BRIDGETON	MO	63044
53222200006E	SOULE TERRENCE	1580 WYNGATE DR	DELAND	FL	32724
53222200006F	VILISH WALTER J	502 GROVE AVE	EMLENTON	PA	16373
53222200004C	MELECA FRANK J	2615 S ATLANTIC AVE 4C	DAYTONA BEACH	FL	32118
532222000031	KINZLER GERARD P TR	109 MINNEHAHA CIR	MAITLAND	FL	32751
53222200004A	LINDLEY THOMAS M	2615 S ATLANTIC AVE #4A	DAYTONA BEACH	FL	32118

53222200004B	PARKE BRYAN SCOTT TR	20577 ROBINSON GLEN DR	COTTONWOOD	CA	96022
53222200004D	COURTNEY COCOA BEACH ONE LLC	6310 E KATHLEEN RD	SCOTTSDALE	AZ	85254
53222200004E	VENTURA RICHARD L JR	68-42 78TH ST	MIDDLE VILLAGE	NY	11379
53222200005D	WRIGHT RICHARD & BONITA A	PO BOX 708	OGDENSBURG	NY	13669
53222200005E	BUCKMASTER SANDRA	3981 LANGFORD RD	NEW SMYRNA BEACH	FL	32168
53222200006G	PASCHALL WALLACE JACKSON II	2615 S ATLANTIC AVE UNIT G6	DAYTONA BEACH	FL	32118
53222200006H	CHIDIAK EDMA	2 WATERWAY RD	WAYNE	NJ	07470
53222200006I	KAMAL EHAB	25827 227TH PL SE	MAPLE VALLEY	WA	98038
53222200005G	DECELLES MANON	7 JEANNE-BONFOND	BLAINVILLE	QC CANADA	J7B 1N7
53222200005F	MCDOWELL TAMMY S	206 QUAIL CT	CLARKSVILLE	TN	37042
53222200005H	CROWELL BARRY J	596 DUSTIN DR APT 105	LAKE WYLLIE	SC	29710
53222200004F	2001 JOYCE LEONARD TRUST 5-8-01	17266 CORIANDER CT	YORBA LINDA	CA	92886
53222200004G	CVK INVESTMENTS INC TR	4024 W WATROUS AVE	TAMPA	FL	33629
53222200004H	EQUITY TRUST COMPANY	19 CARMEL HTS	WAPPINGERS FALLS	NY	12590
53222200004I	CURTIS CHRISTOPHER R	13000 N COUNCIL RD	OKLAHOMA CITY	OK	73142
53222200005A	WILDER JILL	2615 S ATLANTIC AVE UNIT 5A	DAYTONA BEACH SHORES	FL	32118
53222200001K	GILBERTSON GERALD	93 WEST WOODBRIDGE DR	RIVER FALLS	WI	54022
53222200001F	MALLARD CLAUDIA G	107 DAVIS LN	SHELBYVILLE	TN	37160
53222200001G	MALLARD CLAUDIA G	107 DAVIS LANE	SHELBYVILLE	TN	37160
53222200001J	HILL MARY ELLEN	2615 S ATLANTIC AVE UNIT 1J	DAYTONA BEACH SHORES	FL	32118
53222200002B	WASHINGTON NAKAWA	1225 WINDING CHASE BLVD	WINTER SPRINGS	FL	32708
53222200005B	LUXURY SUITES LLC	210 PARKTOWNE BLVD STE 3	EDGEWATER	FL	32132
53222200005C	ENDLESS SUMMER 5C LLC	761 ALCOVE DR	GROVELAND	FL	34736
53222200001C	MALLARD CLAUDIA G	107 DAVIS LANE	SHELBYVILLE	TN	37160
53222200001D	BORING KENNETH	2944 SUTHERLAND CIR NW	N CANTON	OH	44720
53222200001E	JOHNSON JOHN MARSHALL	401 HYDE PL	RINCON	GA	31326
53222200003G	COAR STEPHEN	64 STEPHENSEN CT	BRAMPTON	ON CANADA	L6V 3X8
53222200003H	HOMERDING BETH A	700 EQUESTRIAN DR	WHEELING	IL	60090
53222200002F	SMITH TERRY K	2476 INGRAM RD	DULUTH	GA	30096
53222200002C	UNO MAS INVESTMENTS FL LLC	30 CARROLLWOOD CT	FRANKLIN	IN	46131
53222200002D	RODRIGUE JOHANNE	6835 RUE DU GRAND DUC	LAVAL	QC CANADA	H7L 4Z5
53222200002E	BUTLER CHARLES K	46 HIGH ST	ALFRED	NY	14802
53222200002G	WESSEL EDWARD O	216 DORCHESTER DR	LOUISVILLE	KY	40223
53222200003B	NICHOLS ROBERT DEAN	16767 KEENE RD	UMATILLA	FL	32784
53222200002H	WANG JOANN F TR	108 LAKESHORE DR APT 640	NORTH PALM BEACH	FL	33408
53222200002I	LUXURY SUITES LLC	210 PARKTOWNE BLVD STE 3	EDGEWATER	FL	32132
53222200003A	DILLON DONNA	PO BOX 290775	PORT ORANGE	FL	32129
53222200003C	DILLON DONNA	PO BOX 290775	PORT ORANGE	FL	32129
53222200003D	GREENAWAY BRIAN	1280 SPRUSTON RD	NANAIMO	BC CANADA	V9X 1S9
53222200003E	MEDLIN PATSY D & JAMES R	5371 HIRAM RD	POWDER SPRINGS	GA	30127
53222200003F	WOLFE BEVERLY A TR	100 DOLPHIN DR	ST AUGUSTINE	FL	32080
53222200007H	STOVER KEVIN	13731 WATERHOUSE WAY	ORLANDO	FL	32828
53222200007G	JORDAN CHRISTOPHER	331 E RICH AVE	DELAND	FL	32724
53222200007F	LESTER RICHARD C	440 N BANCROFT ST	INDIANAPOLIS	IN	46201
53222200007C	KELLY TIMOTHY P TR	1016 LASALLE ST	JACKSONVILLE	FL	32207
53222200007D	SEIBERT JAMES H	6555 OAK GROVE RD	NEWBURGH	IN	47630
53222200007E	HOMERDING BETH A	700 EQUESTRIAN DR	WHEELING	IL	60090
5322221001300	HOLIDAY SHORES CONDO ASSOC	2617 S ATLANTIC AVE	DAYTONA BEACH SHORES	FL	32118

NOTICE TO ABUTTING PROPERTY OWNERS

August 31, 2022

Dear Property Owner:

The owners of the property located at 2616 S. Atlantic Avenue, Daytona Beach Shores, Florida, 32118, which abuts your property, have submitted applications to the City of Daytona Beach Shores for the following request:

1. Future Land Use Map Amendment to change the future land use category for Parcel No. 5322-00-04-0170 from Medium Density Residential to Tourist Oriented Commercial.
2. Zoning Map Amendment requesting to change the zoning for Parcel No. 5322-00-04-0170 from RMF-3 Multifamily Residential District (Low Density) to GC-RD District (General Commercial-Redevelopment).
3. Land Development Code Amendment Text Amendment revising the shared parking off-street parking requirements for a multi-use shopping plaza and mini-storage use.

The City of Daytona Beach Shores will hold Public Hearings on these applications as follows:

Planning and Zoning Board on October 10, 2022, at 8:30am

City Council 1st Reading October 25, 2022, at 6:00pm

City Council 2nd Reading (Adoption Hearing) December 13, 2022, at 6:00pm

These meetings will be held in the City Council Chambers in the Community Center located at 3000 Bellemead Drive, Daytona Beach Shores. All interest parties may appear at these public hearings and will be given an opportunity to be heard.

If this Notice is to a homeowners association, condominium association or the management company for same, please post a copy of this Notice in a place where occupants of the association or condominium will be likely to see it.

The applications are available for public inspection at the City of Daytona Beach Shores, Community Services Department, Building & Codes Division, 2990 S. Atlantic Avenue, Daytona Beach Shores. For more information, please contact the Planning Division at 386-763-5377.

Anyone who wishes to appeal any decision by the Planning and Zoning Board or City Council with respect to any matter considered at said Public Hearings will need a record of Public Hearing proceedings, including all testimony and evidence, and should arrange in advance for the making of a verbatim transcript of the Public Hearing. The Public Hearing may be continued to one or more dates. The dates, times and places of any continuation of the Public Hearing will be announced at the Public Hearing and no further notice regarding said continuation is required to be published.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
City Beach Access
City of Daytona Beach Shores
2990 S Atlantic Ave
Daytona Beach Shores, FL 32118-6002



9290 9901 3247 3400 1680 7242 35

2. Article Number (Transfer from service label)

92147901324734001680724231

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

XC-1A-CH 1816

☒ Agent
☐ Addressee

B. Received by (Printed Name)

for D. B. Shores

C. Date of Delivery

9.6

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

DOMESTIC RETURN RECEIPT

555977-11-4

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Donna Marquette, President
Twenty-Six Twenty-Six Condo Mgt Assoc In
2626 S Atlantic Ave Ofc
Daytona Beach Shores, FL 32118-5675



9290 9901 3247 3400 1680 7242 11

2. Article Number (Transfer from service label)

92147901324734001680724217

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Sheila Sastarich

☒ Agent
☐ Addressee

B. Received by (Printed Name)

Sheila Sastarich

C. Date of Delivery

9.6

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

DOMESTIC RETURN RECEIPT

555977-11-5

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
City Park
City of Daytona Beach Shores
2990 S Atlantic Ave
Daytona Beach Shores, FL 32118-6002



9290 9901 3247 3400 1680 7242 28

2. Article Number (Transfer from service label)

92147901324734001680724224

COMPLETE THIS SECTION ON DELIVERY

A. Signature

XC-1A-CH 1816

☒ Agent
☐ Addressee

B. Received by (Printed Name)

for D. B. Shores

C. Date of Delivery

9.6

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Claudia Mallard, President
 c/o Sentry Management
 Sandpoint Condo Coa
 2180 W State Road 434 Ste 5000
 Longwood, FL 32779-5042



9290 9901 3247 3400 1680 7242 42

2. Article Number (Transfer from service label)
 92147901324734001680724248

PS Form 3811, July 2015 PSN 7530-02-000-9053

DOMESTIC RETURN RE

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
 If YES, enter delivery address below:

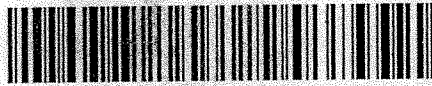
☐ Yes
☐ No
3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 June Kraft, President
 c/o Morbitzer Management, Inc.
 Sea Havens Homeowners Assoc
 772 Hunt Club Trl
 Port Orange, FL 32127-7788



9290 9901 3247 3400 1680 7241 98

2. Article Number (Transfer from service label)
 92147901324734001680724194

PS Form 3811, July 2015 PSN 7530-02-000-9053

DOMES

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Address

B. Received by (Printed Name)

C. Date of

D. Is delivery address different from item 1?
 If YES, enter delivery address below:

☐ Yes
☐ No
3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 City of Daytona Beach Shores
 2990 S Atlantic Ave
 Daytona Beach Shores, FL 32118-6002



9290 9901 3247 3400 1680 7242 97

2. Article Number (Transfer from service label)
 92147901324734001680724293

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X CIA CH 18/10

☒ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
 If YES, enter delivery address below:

☐ Yes
☐ No
3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Claudia Mallard, President
 SandPoint Condo COA
 2615 S Atlantic Ave
 Daytona Beach Shores, FL 32118-5648



9290 9901 3247 3400 1680 7242 80

2. Article Number (Transfer from service label)

92147901324734001680724286

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Dee Lange*☐ Agent☒ Addressee

B. Received by (Printed Name)

Dee Lange

C. Date of Delivery

9/18/20

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes☒ No**3. Service Type**☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail☒ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery
(Over \$500)☐ Priority Mail Express☐ Registered Mail☐ Registered Mail Restricted
Delivery☐ Return Receipt for
Merchandise☐ Signature Confirmation☐ Signature Confirmation
Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Cow Lick's Homemade Icecream
2624 S Atlantic Ave
Daytona Beach Shores, FL 32118-5606



9290 9901 3247 3400 1680 7242 59

2. Article Number (Transfer from service label)
92147901324734001680724255

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Dan Hoffman

C. Date of Delivery

9/18/22

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No
3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

DOMESTIC RETURN RECEIPT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
June Kraft, President
Sea Havens Homeowners Assoc Inc
C/O Vcmi
PO Box 730663
Ormond Beach, FL 32173-0663



9290 9901 3247 3400 1680 7242 73

2. Article Number (Transfer from service label)
92147901324734001680724279

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Phil Roushka

C. Date of Delivery

9-7-22

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No
3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

DOMESTIC RETURN RECEIPT

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Joanne Clark, President
Holiday Shores Condominium Assoc. Inc.
2617 S Atlantic Ave
Daytona Beach Shores, FL 32118-5605



9290 9901 3247 3400 1680 7242 04

2. Article Number (Transfer from service label)
92147901324734001680724200

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Dee Lange

C. Date of Delivery

9-3-22

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No
3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

EXHIBIT C
PLANNING ANALYSIS
Ordinance 2022-21

A. INTRODUCTION

The proposed amendment seeks to change the future land use designation of a vacant property from City of Daytona Beach Shores *Medium Density Residential* to Daytona Beach Shores *Tourist Oriented Commercial*. The +/- 0.31 acre property is generally located at 2616 S Atlantic Avenue is Volusia County Parcel ID 5322-00-04-0170. The subject application, if approved, would result in the third 2022 small-scale comprehensive plan amendment for the City of Daytona Beach Shores in accordance with Section 163.3187, *Florida Statutes*. This Future Land Use Map Amendment application is in conjunction with a Zoning Map Amendment, Special Exception and Land Development Code amendment for the proposed expansion of the existing Interior Storage Facility use currently located at 2616 S Atlantic Avenue.

B. PROPOSED AMENDMENT ITEM(S)

Item 1: Map Amendment - Chapter 1, Future Land Use Element: amending Map L-4 entitled, “Generalized Future Land Use Map (2030),” to change the future land use classification of the vacant property with Parcel ID 5322-00-04-0170 from *Medium Density Residential* to *Tourist Oriented Commercial*:

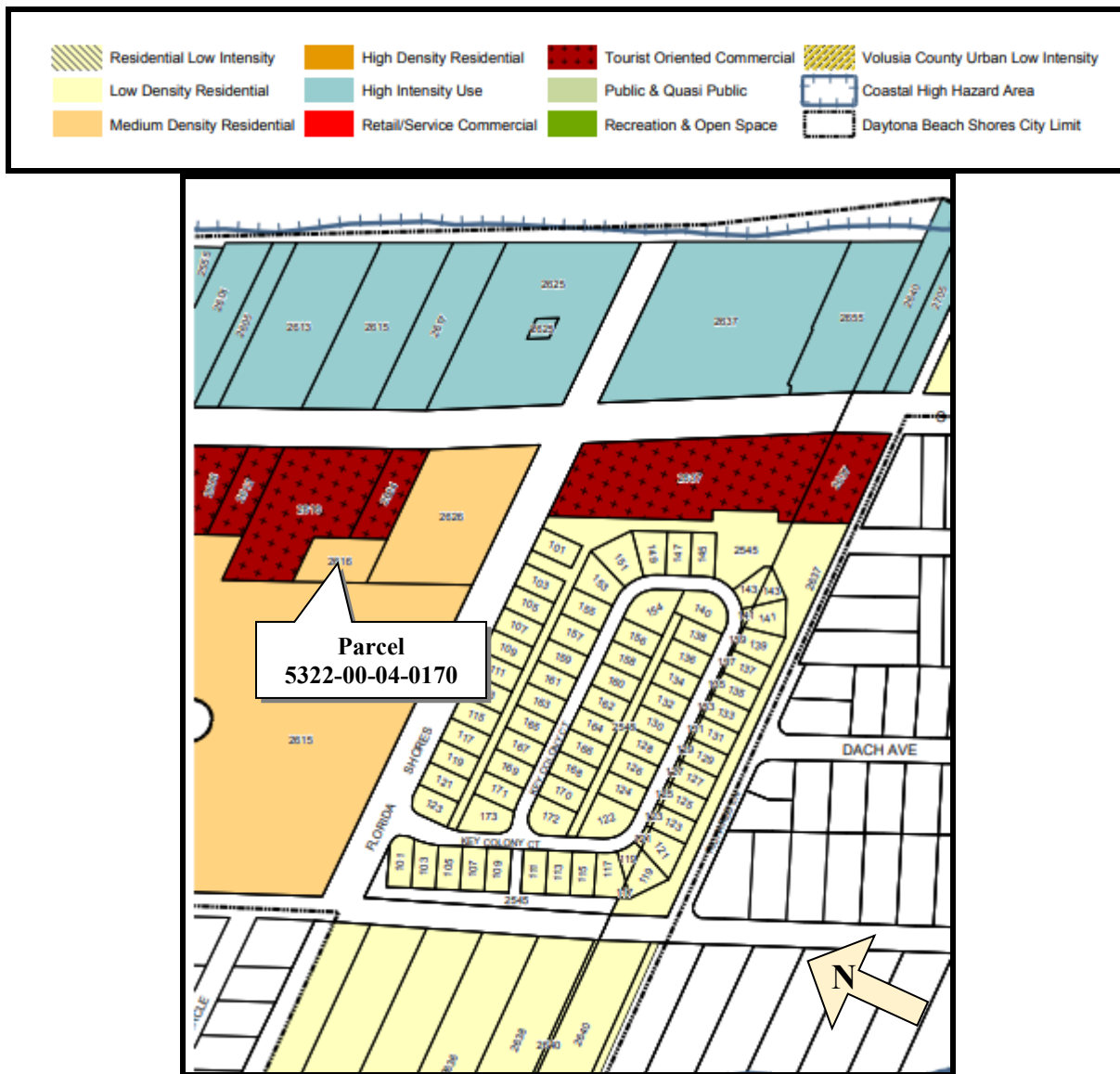
Overview:

The current Future Land Use (FLU) and Zoning designations on the property are *Medium Density Residential* (12.1-35.0 units/acre) and “RMF-3” (Multi-Family Residential District (Low Density)), respectively. The surrounding future land use designations and zoning classifications are depicted in **Table 1** below while the future land use is illustrated in **Figure 1**. The subject request is to change the FLU designation to Daytona Beach Shores *Tourist Oriented Commercial* (FAR of 1.4).

Table 1: Abutting Zoning and Future Land Use Classification

Location	Zoning		Future Land Use	
	Existing	Proposed	Existing	Proposed
Subject Property	RMF-3	GC-RD	Medium Density Residential	Tourist Oriented Commercial
North	GC-RD		Tourist Oriented Commercial	
South	RMF-2		Medium Density Residential	
East	GC-RD		Tourist Oriented Commercial	
West	RMF-3		Medium Density Residential	

FIGURE 1: Parcel ID 5322-00-04-0170 - Surrounding Future Land Use



Description, Data and Analysis:

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

I. IMPACTS OF PROPOSED AMENDMENT

The property is currently and has been vacant for over 30 years according to aerial photos. Additionally, the remainder of the shopping plaza associated with 2616 and 2624 S Atlantic Ave. has an existing FLUM designation of Tourist Oriented Commercial and CG-RD zoning. The current *Medium Density Residential* FLU designation allows for 12.1-35.0 units per gross acre, while the proposed *Tourist Oriented Commercial* FLU designation allows for a Floor Area Ratio of 1.4. So, from a practical and planning perspective the proposed future land use change will

result in a decrease in residential density. For purposes of the analysis below, staff has calculated the area of the subject property of 13,503 sq/ft property and the Floor Area Ratio (FAR) of 1.4 to determine a maximum gross building square footage of 18,904 sq/ft.

In accordance with the Daytona Beach Shores Comprehensive Plan Update (2030) and standard practice from the Florida Department Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the current future land use designation versus the designation proposed (**Table 2** below). The following seven public facilities and services were examined and discussed briefly below: (1) Transportation, (2) Sanitary Sewer, (3) Potable Water, (4) Solid Waste, (5) Stormwater Drainage, (6) Recreation, and (7) Public Schools.

Table 2: Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use (12.1-35.0 units/acre)	Proposed Future Land Use (0 units/acre- FAR 1.4)	Change
Residential Units Allowed	10.85	0	-10.85
Population ¹	17.36	0	-17.36
AM / PM Peak Hour Trips ²	7.64/9.03	129.3/94.89	+121.66/+85.86
Sanitary Sewer (gallons/day) ³	2,712.5	1,890.4	-822.1
Potable Water (gallons/day) ⁴	1,627.5	1,890.4	+262.9
Solid Waste (lbs./person) ⁵	173.6	189.04	+15.44
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/Open Space	See summary below	n/a	None
Public School Student(s)	4.29	n/a	-4.29

Notes:

1. Population: 1.6 persons per dwelling unit in DBS
2. Transportation: Rates are for peak hour of adjacent street traffic
Residential Townhouse unit = 0.44 AM trips, 0.52 PM trips
Specialty Retail Center per 1000sf = 6.84AM trips, 5.02PM trips
Site FAR 1.4/Lot Size= 13,503sq/ft
3. Sanitary Sewer: 250 gallons per dwelling unit per day
One-tenth (1/10) gallon per square foot of gross building area (GBA)
4. Potable Water: 150 gallons per capita per day
One-tenth (1/10) gallon per square foot of gross building area (GBA)
5. Solid Waste: 10 pounds per capita per day
Commercial: 10lbs/1000 square feet
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event. If property is redeveloped, drainage system will be designed to meet the requirements of the Land Development Code.
7. Public School: Generation rates = 0.396 per single-family unit.

Sources:

2020 US Census
ITE Trip Generation Manual, 8th Edition
Policy 9-1.3 Daytona Beach Shores Comprehensive Plan Update (2030)

Transportation:

The subject property has vehicular transportation access through the abutting and existing commercial property located at 2616 S Atlantic Avenue which connects to S Atlantic Avenue (SRA1A). S Atlantic Avenue (SRA1A) is a five laned principal arterial road, pursuant to the

City's Comprehensive Plan. The roadway connects to Dunlawton Boulevard (SR421) and International Speedway Boulevard (US92) which are both principal arterial roads leading to the interstate systems. The 2021 Volusia County Roadway Annual Average Daily Trips (AADT) report states that SR A1A from Florida Shores Blvd. to Silver Beach Ave. has an allowable AADT of 32,400 and is operating at 13,100 AADT as a level "C" and has the capacity to operate at a level "D". The roadway is operating at an acceptable level of service and the proposed amendment, which could add a maximum of 121.66 AM and 85.86 PM trips, will not adversely impact the LOS per the Daytona Beach Shores Comprehensive Policy 2-1.1.6: Concurrency Management System.

This analysis shows the "worst case scenario" related to land use. However, based on the proposed use of the property and the desire to expand the existing Interior Storage Facility use on the adjacent property, Newkirk Engineering, Inc., provided a Trip Generation Statement based on the Institute of Traffic Engineers (ITE) which indicates the project will increase vehicle trips per day by 28 with 1 AM and 4 PM peak trips. Based on the analysis, the potential and anticipated increase is minimal and will not significantly impact the LOS of S Atlantic Avenue.

Sanitary Sewer:

The City's adopted LOS standard for sanitary sewer is 250 gallons per dwelling unit per day and one-tenth (1/10) gallon per square foot of gross building area for commercial uses. Using this standard, the proposed land use would theoretically decrease demand by 822.1 gallons per day consistent with the current future land use. In addition, the City of Port Orange sewer treatment facilities can easily accommodate considering the facility is currently operating at an acceptable level of service. Confirmation from City of Port Orange will be required at time of Site Plan review.

Potable Water:

The City's adopted LOS standard for potable water is 150 gallons per capita per day and one-tenth (1/10) gallon per square foot of gross building area for commercial uses. Using this standard, the proposed land use would theoretically create a demand of 262.9 gallons per day. Daytona Beach has committed to provide all potable water required by new and existing development at a minimum of twenty (20) psi. An email from City of Daytona Beach Utilities Engineering Department is provided at the end of this analysis.

Solid Waste Collection:

The proposed land use allows for 10lbs per 1000 square feet of gross floor area. This property could theoretically generate 189.4 pounds of solid waste per day and would create a demand of 15.44 pounds per day. Commercial solid waste generated within the City of Daytona Beach Shores is collected by Waste Pro, which delivers it to the Volusia County landfill. The 3,000-acre landfill is a Class I facility with a projected life span to the year 2050.

Stormwater Drainage:

The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water

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

Recreation and Open Space:

The proposed amendment seeks to allow a commercial use on the property and based on Section 3-4.6.2. of the City's Land Development Code, Commercial and institutional developments shall not be assessed as having an impact on recreational facilities. The city may, however, require the provision of recreational facilities as part of planned unit developments.

Daytona Beach Shores currently has adequate capacity for all recreational facilities as required by the City's Adopted Comprehensive Plan and seen in **Table 3** below.

Table 3: Recreation Facilities Analysis

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

Public Schools:

This application is a to assign a commercial land use to the property and therefore, there will be no impact on existing public-school facilities. Due to the aforementioned, the FLU amendment is exempt from the School District review.

II. LAND USE COMPATIBILITY

The subject property is located in, and land locked within, an existing commercial development with a FLU designation of *Tourist Oriented Commercial* to the north and east as shown in **Figure 1**. The abutting residential neighborhood and commercial development are shown in **Figure 2**.

Figure 2: Aerial View of Parcel 5322-00-04-0170 and Surrounding Development



Source: Volusia County Property Appraiser, 2022

Considering the above along with **Table 1** contained in the body of this staff report, it is clear that the proposed land use, which is a decrease in residential density, is consistent with the existing and future land use of the surrounding neighborhood and will have minimal impact on public facilities.

III. APPLICABLE PLANS, CODES AND REGULATIONS

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

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

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

Objective 1-1.4: Land uses that are inconsistent with the character and overall Future Land Use Plan of the City shall be discouraged. This shall take the form of not allowing any objectionable

uses (industrial, warehousing, etc.) in the new Land Development Code that will be adopted subsequent to this Comprehensive Plan.

Public Facilities Element

Policy 4-1.1.8: Because the City is largely built-out and its density of development is quite high, the issue of controlling sprawl is largely irrelevant. However, the City will develop its remaining few vacant parcels at a density consistent with adjoining areas. This policy will allow for the continuance of maximizing the use of existing facilities

Capital Improvement Element

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

- (a) **Sanitary Sewers:** 250 gallons per dwelling unit per day
One-tenth (1/10) gallon per square foot of gross building area
- (b) **Solid Waste:** 10 pounds per capita per day
Commercial: 10lbs/1000 square feet
- (c) **Drainage:** 25-year, 24-hour design storm
- (d) **Potable Water:** 150 gpd for Daytona Beach Service Area
One-tenth (1/10) gallon per square foot of gross building area
- (e) **Roadways:** Arterials: LOS "D" at peak hour
- (f) **Recreation:** See Table 3 above

IV. REVIEW CRITERIA AND STAFF FINDINGS

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

Staff finding: The proposed land use amendment is a reduction in density. Consequently, a minimal increase in traffic is anticipated as a result of the proposed change associated with the proposed expansion of the existing land use, therefore: (a) there will be no decrease in the adopted LOS Standard for S.R. A1A; and (b) considering the aforementioned, the hurricane evacuation clearance time is being further analyzed by the applicant and will be provided prior to the public hearing but is not anticipated to be negatively impacted.

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

Staff finding: The proposed land use amendment is a decrease in density and the site is proposed to expand an existing use already developed on the adjacent property. There is an anticipated decrease in sewer use and there is an email letter provided at the end of this analysis from the City of Daytona Beach Utilities Engineering Department confirming the City has capacity to handle a theoretical increase in 262.9 galls per day.

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

Staff finding: The proposed amendment will not result in an incompatible land use designation with adjacent parcels, neighborhood and overall character of the future land use plan. The proposed *Tourist Oriented Commercial* (0 units/acre- 1.4 FAR) designation will provide for an expansion of an existing and desired land use compatible with the adjacent *Tourist Oriented Commercial* land uses.

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

Staff finding: Based on the analysis contained in this report, the proposed land use amendment will not adversely or substantially increase demand on public facilities beyond the LOS.

V. CONCLUSION:

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

Noel Eaton

From: Sehenuk, Angie <SehenukAngie@CODB.US>
Sent: Friday, October 7, 2022 11:33 AM
To: Eaton, Noel; Cruz, Stewart
Cc: Kean, Donald; Smith, Eric; Ponitz, Shannon
Subject: RE: LOS for Potable Pater for Parcel #5322-00-04-0170

Hi Noel,

The City of Daytona Beach Utilities Department does not anticipate an issue with an increased potable water demand of 262.9 gallons per day. Please be aware, if capacity in the water system does not meet the requirements of the development, any improvements required as a part of the site plan process will be the developer's responsibility. Reservation of available capacity in our water system occurs at the at time of impact fee payment.

This project is required to be reviewed and approved by the City of Daytona Beach Utilities Department to ensure compliance with city policies, procedures, and utility standards. The Developer is required to obtain any state and local agency permits related to the utility work. At the time of building permit, the project will be required to pay all necessary city water tap fees, impact fees, deposits and if needed, a public inspection permit fee.

If you have any questions do not hesitate to contact me.

Sincerely,
Angie Sehenuk
Engineer II
Utilities Engineering Department
City of Daytona Beach
386.671.8826

DISCLAIMER: As-built drawings, design plans, modeling results and any associated information must be accepted and used for general planning purposes only. As such, the City of Daytona Beach provides no warranties, expressed or implied, concerning the accuracy, completeness or reliability or suitability of this data for any other particular use. Furthermore, the City of Daytona Beach assumes no liability whatsoever associated with the use or misuse of such data. The City of Daytona Beach makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the information. In no event shall the City of Daytona Beach be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use this information."

From: Eaton, Noel <neaton@cityofdb.org>
Sent: Thursday, October 6, 2022 4:07:59 PM
To: Ponitz, Shannon <PonitzShannon@CODB.US>; Smith, Eric <SmithEric@CODB.US>
Cc: Cruz, Stewart <SCruz@cityofdb.org>
Subject: LOS for Potable Pater for Parcel #5322-00-04-0170

[EXTERNAL EMAIL. EXERCISE CAUTION.]

Good afternoon,

I have an application for a Future Land Use Map Amendment and Zoning Map Amendment for the property located generally at 2616 S Atlantic Avenue and known by Parcel ID 5322-00-04-0170. The property is seeking a Future Land Use Map amendment to amend the Future Land use from Medium Density Residential to Tourist Oriented Commercial and a Zoning Map Amendment to change the zoning of the property to RMF-3 Residential Multi-family (Low Density) to GC-RD General Commercial Residential District.

Based on the Future Land Use Map amendment and “worst case scenario” this property could see a maximum increase of 262.9 gallons per day of potable water demand. The applicant is seeking to expand an existing Mini-warehouse storage facility that exists on the adjacent property and does not anticipate a worst case scenario of impacts but for purposes of the FLUMA I will need to know if the City of Daytona Beach has capacity to handle the additional 262.9 gallons per day. Can you please confirm as soon as possible or before Monday 10/10.

Development Variable	Current Future Land Use (12.1-35.0 units/acre)	Proposed Future Land Use (0 units/acre- FAR 1.4)	Change
Residential Units Allowed	10.85	0	-10.85
Population ¹	17.36	0	-17.36
Potable Water (gallons/day) ⁴	1,627.5	1,890.4	+262.9

Thank you kindly,

Noel Eaton | City Planner
City of Daytona Beach Shores

2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Tel. 386-763-5376
Website: www.dbshores.org



“Life is Better Here”

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Daytona Beach Shores officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. The views expressed in this message may not necessarily reflect those of the City of Daytona Beach Shores. If you received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



CITY COUNCIL AGENDA MEMORANDUM OCTOBER 25, 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: 2616 S. Atlantic Avenue, 91 Oneida, LLC (All Aboard Storage and Sherwin Williams)

SYNOPSIS:

The City received the subject Nonconforming Sign Removal Incentive Grant Application on October 6, 2022 from 91 Oneida, LLC (Andy Clark-All Aboard Storage), owner of the property located at 2616 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 \$12,950. 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. Two sign quotes were provided which include a \$10,559 quote from Big Value Garden Center for landscaping and site irrigation improvements. The applicant has been advised to apply for the City's Beautification Improvement Grant for these site improvements. Considering that, the applicant's preferred sign vendor, PermaCraft Signs, provided a quote for proposed signage of \$12,950.00, while Coastline Wholesale Signs and LED Displays provided a sign quote of \$18,163.00. 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 Non-Conforming Sign Removal Incentive Grant application for 2616 S Atlantic Avenue, 91 Oneida, LLC (All Aboard Storage & Sherwin Williams) 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 and Rendering
 2. Exhibit B- Location Map-Street View
 3. Exhibit C-Evaluation



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

432374

Date Received: _____

Time Received: _____

Application Complete: Y/N

RECEIVED

OCT 06 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

12022051
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: 2616 S. Atlantic Ave. Parcel No: 5322-00-04-0140

Existing Property Use/Business: Self Storage & Sherwin-Williams Paint Store

Property Owner's Name: 91 Oneida, LLC

Property Owner's Address: 5111 S. Ridgewood Ave., Suite 201, Port Orange, FL 32127

Owner's Telephone No: 386-527-6365 (C) Owner's Fax No: —

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	\$ <u>0</u>
Cost of alteration, manufacture, and installation of sign	\$ <u>23,509.00</u>
TOTAL SIGNAGE COST	\$ <u>23,509.00</u>
AMOUNT REQUESTED FROM SIGN GRANT PROGRAM	\$ <u>3,000.00</u>

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 5TH day of OCTOBER 20 22, by D. ANDREW CLARK who is personally known to me or has produced _____ and who did (did not) take an oath.



My Commission Expires:



Carly Schippmann
Comm.: HH 260594
Expires: May 2, 2026
Notary Public - State of Flk

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: [Signature] ☒ Owner ☐ Applicant

Date: OCT. 5, 2022

STATE OF FLORIDA COUNTY OF Volusia

Sworn to and subscribed before me this 5TH day of OCT. 20 22, by D. ANDREW CLARK who is personally known to me or has produced _____ and who did (did not) take an oath.

[Signature]
Notary Public

My Commission Expires:



Carly Schippmann
Comm.: HH 260594
Expires: May 2, 2026
Notary Public - State of Florida

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.

General Specs

U.L. APPROVED INTERNALLY ILLUMINATED MONUMENT SIGN
OR CAN BE 1/2" PLEX PUSH THRU OR CHANNEL LETTERS ON FACE



SUB NAME
ALL ABOARD STORAGE
DATE
09/13/22

REVISIONS

1

2

3

4

5

PAGE 1 OF 1

PROJECT LOCATION

ACCOUNT CHANNEL LETTERS

STREET MONUMENT STREET

CITY SOUTH DAYTONA, FL 32119

CUSTOMER APPROVAL

DATE

SIGNATURE

Signs Manufactured by
PermaCraft Signs

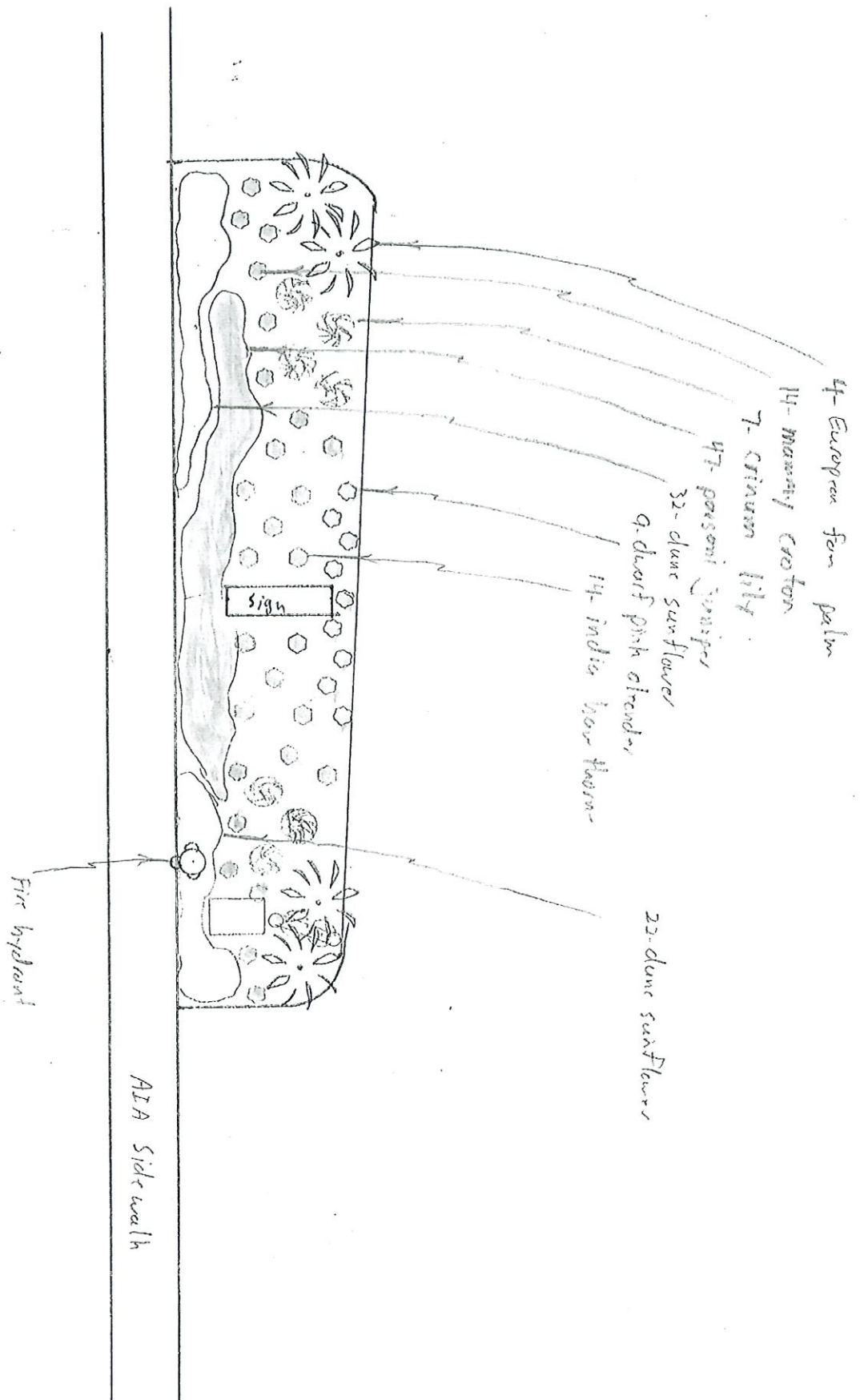


1644 S RIDGEWOOD AVE.
S. DAYTONA, FL 32119
Phone: (386) 767-8014
Fax: (386) 767-8246

ER13014880 PERMA

By signing this artwork, you acknowledge that this artwork is final. All errors found from this point forward cannot be corrected without a responsibility as the client to ensure that this artwork is correct. PermaCraft Signs will not be responsible for any errors after you have signed and received this artwork.

www.permacraftsigns.com
permacraftsigns@yahoo.com





PermaCraft SIGNS

1644 South Ridgewood Ave
South Daytona Beach Fla. 32119
carmen@permacraftsigns.com
386.767.8011 office
386.767.8246 fax
770.900.0474 personal

Proudly Serving The Central Florida Since 1972

ER13014880

UBMITTED TO	CONTACT	PHONE NUMBER	DATE OF ORIGIN
all Aboard Storage	Andy	386-763-2280	09/26/2022
STREET ADDRESS	CITY	STATE	ZIP CODE
516 S Atlantic Ave	DBS	Florida	32118

WE HEREBY SUBMIT SPECIFICATIONS FOR EXECUTING THE FOLLOWING

- Manufacture and Install (1) 96" X 96" Double Face Internally Illuminated Monument Sign on Existing Steel Structure. Sign will have required Min 24" Base per City Code with 72" x 96" (48 sq ft) Copy area with (2) Tennant Panels. Sign will be of all Aluminum Construction. Internal Illumination from Eco Friendly, Energy Efficient LED Modules and Power Supplies. Faces for Sign will be 3/16" Flat White Acrylic with Vinyl Graphics applied First Surface per Customer Approved Artwork. Remove old sign and cut pole to reuse for new monument sign.

Landscaping around sign by Others, Landscaping to be completed per Sec. 6-8. Permitted Signs in Daytona Beach Shores Land Development e. (See attached copy of Landscape Quote) price included in contract \$10,559.00

Procure all Necessary Permits from City of Daytona Beach Shores. Cost not Included in Price.

NOTE: Permits and Engineering NOT Included in cost.

WE HEREBY VOW TO FURNISH MATERIAL AND LABOR TO COMPLETE THE ABOVE LISTED PROJECT IN ACCORDANCE WITH THE ABOVE LISTED SPECIFICATIONS FOR THE CONTRACTED AMOUNT OF: \$23509.00 + tax (if applicable)
PAYMENT MADE AS FOLLOWS: 50% DEPOSIT @ SIGNING, REMAINING BALANCE @ TIME OF INSTALL

PERMANENT 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 NOT include sales tax. It does not include cost not shown as part of this proposal (when applicable).
Payments due hereunder shall be sent to PermaCraft Sign Co., 1644 S. Ridgewood Ave., South Daytona, FL 32119. This proposal is for prompt acceptance. PermaCraft Sign Co. will not & cannot be held responsible for delays caused by fires, floods, 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 shall remain the property of PermaCraft Sign Co. / DBA Parrillo Inc. 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 to 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/her on seller's 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 costs of collections in the event any action or suit be brought to enforce this agreement. The venue of said suits of action WILL BE at the option of PermaCraft Sign Co. / DBA Parrillo Inc. to 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 1.5% 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, and materials will be the liability of the purchaser.

Purchaser 

Seller Roger Cothron

Date of Acceptance Oct. 5, 2022

Authorized Signature _____

Thank You For Allowing Us The Opportunity To Serve You.....

BIG VALUE GARDEN CENTER

768 NORTH NOVA ROAD
DAYTONA BEACH, FL 32114-1742

(386)252-2534 FAX # (386)252-3611 bvgl@aol.com



Florida Certified Landscape Contractor

PROPOSAL #

9189

LANDSCAPING DESIGN AND INSTALLATION-LICENSED IRRIGATION CONTRACTOR

COMPLETE NURSERY AND GARDEN CENTER SINCE 1959

FLORIDA CERTIFIED LANDSCAPE CONTRACTOR

CLARK PROPERTIES ANDY CLARK		9/23/2022	
		Project/Job	
		ALL ABOARD 2616 S. A1A	
		ARCHITECT	
OFFICE	FAX	DATE OF PLANS	
		REVISION DATE	

QTY	SIZE	DESCRIPTION	Total
4	30 GAL. 3' - 4' MULTI TRUNK	EUROPEAN FAN PALM	
7	7 GAL.	CRINUM LILY - WHITE	
14	3 GAL.	CROTON - MAMMY	
9	3 GAL.	DWARF OLEANDER - PINK	
47	1 GAL.	PARSONI JUNIPER	
54	1 GAL.	DUNE SUNFLOWER	
14	3 GAL.	INDIA HAWTHORNE	
9	CU. YD.	MULCH	
		LANDSCAPE SUB TOTALS	5,429.00
		IRRIGATION INCLUDING WIRING FOR CONTROLLER, TIE IN, AND DRIVEWAY CROSSING	5,130.00

Total \$10,559.00

All charges due upon completion of work unless otherwise stated. A 1 1/2% late fee will be added to past due accounts monthly. Late payment voids any and all guarantees, warranty void from damage caused by flooding, fire, freezing temperatures, winds over 50 miles per hour, lightning, vandalism, or negligence on the part of the owner. In the event collection is necessary, the purchaser agrees to pay all of the costs of collection including attorney's fees. If paying by Credit Card there will be an additional 3% charge added to the Total.

Note: This proposal may be withdrawn by us if not accepted within 30 days

ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Date of Acceptance Oct 5, 2022

Signature 

Signature _____



PROPOSAL / CONTRACT

SUBMITTED TO	PHONE	DATE OF ORIGIN
<i>All Aboard Storage</i>	<i>386-763-2280</i>	<i>09/28/2022</i>
JOB ADDRESSES	CITY	JOB
<i>2616 S Atlantic Avenue</i>	<i>Daytona Beach Shores, FL</i>	

Supply all necessary Labor & Materials ,Permits, Engineering to Manufacture and Install the Following:

- *Coastline Signs to manufacture (1) 96" x 96" double face internally illuminated monument sign on existing structure.*
- *Sign will have (2) tenant panels.*
- *Sign will be all aluminum construction*
- *Sign will have LED modules and power supplies.*
- *Faces will be 3/16" flat White acrylic with vinyl graphic as per customer renderings*
- *Will reuse old sign pole for new monument sign*
- *NOTE: LANDSCAPING BY OTHERS*

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 \$ 28,722.00**

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 1/2% 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**

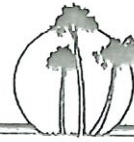
Date of
Acceptance: _____

Authorized
Signature: _____

BIG VALUE GARDEN CENTER

768 NORTH NOVA ROAD
DAYTONA BEACH, FL 32114-1742

(386)252-2534 FAX # (386)252-3611 bvge1@aol.com



Florida Certified Landscape Contractor

PROPOSAL #

9189

LANDSCAPING DESIGN AND INSTALLATION-LICENSED IRRIGATION CONTRACTOR

COMPLETE NURSERY AND GARDEN CENTER SINCE 1959

FLORIDA CERTIFIED LANDSCAPE CONTRACTOR

CLARK PROPERTIES ANDY CLARK		9/23/2022	
		Project/Job	
		ALL ABOARD 2616 S. A1A	
		ARCHITECT	
OFFICE	FAX	DATE OF PLANS	
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		IRRIGATION INCLUDING WIRING FOR CONTROLLER, TIE IN, AND DRIVEWAY CROSSING	5,130.00

Total \$10,559.00

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ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Date of Acceptance _____

Signature _____

Signature _____

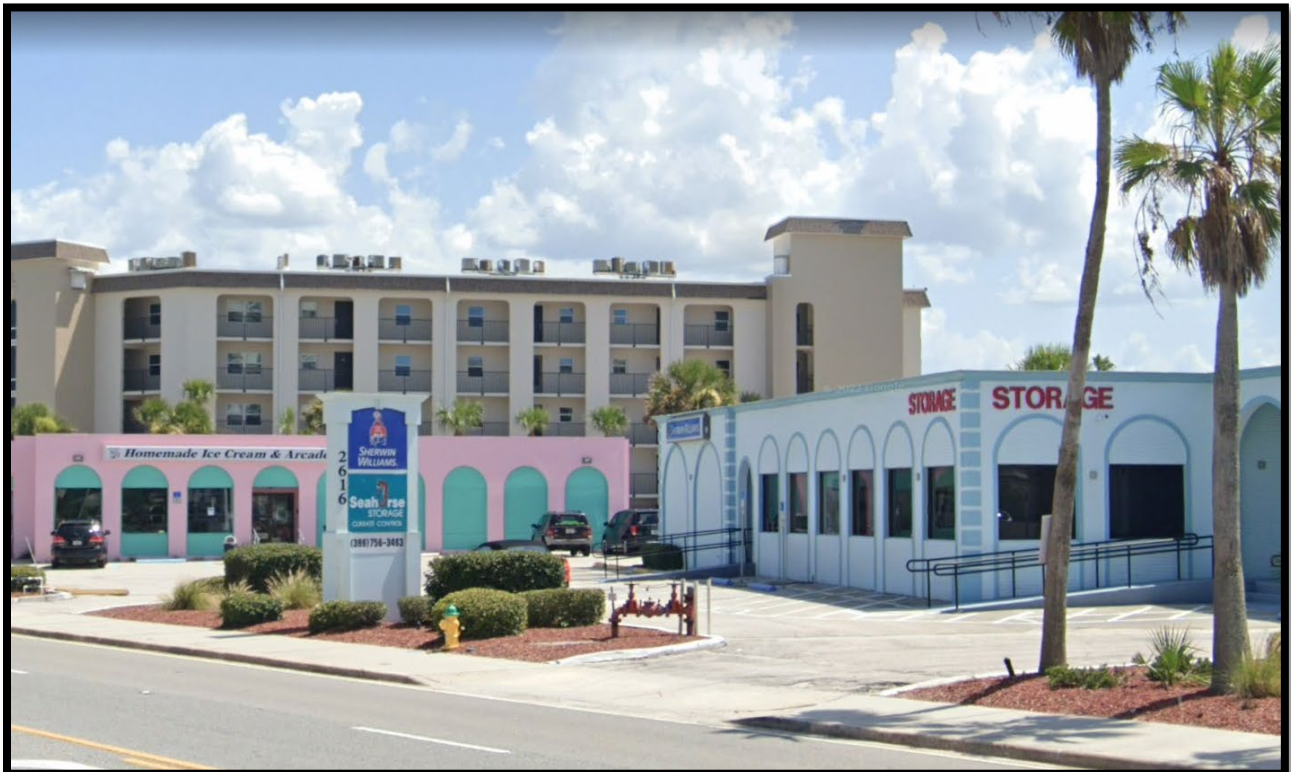
Exhibit B

Location Map- 2616 S. Atlantic Avenue- All Aboard Storage & Sherwin Williams



Source: Volusia County Property Appraiser Website (2022)

Street View- 2616 S. Atlantic Avenue- All Aboard Storage & Sherwin Williams



Source: Google Street View (July 2022)

EXHIBIT C

Eligibility Requirements Analysis Table: 2616 S Atlantic Avenue-All Aboard Storage & Sherwin Williams

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 OCTOBER 25, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Ordinance 2022-17: Voluntary Annexation - 2820 S. Atlantic Avenue

SYNOPSIS:

Belinda Jenkins, owner of the unincorporated Volusia County single-family residential property located at 2820 S. Atlantic Avenue (Exhibit 1), has petitioned the City of Daytona Beach Shores for voluntary annexation into the City's corporate limits (Exhibit 2) pursuant to Section 171.044, *Florida Statutes*. The owner purchased the property in January of 2021. If adopted, Ordinance 2022-17 will annex the subject property and adjacent right-of-way into the City limits of Daytona Beach Shores.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The subject property is approximately 0.34 of an acre with dimensions of 75' x186'. The property contains a 1,918 square foot single-story single-family residential structure (Exhibit 3). Pursuant to Section 171.062, *Florida Statutes*, the owner has also submitted applications to amend the future land use and zoning classifications of the property in question to those of the City. The future land use amendment and rezoning ordinances will be adopted subsequent to the formal annexation of the subject property.

Exhibit 4 attached provides a general description of the subject property, while Exhibit 5 demonstrates compliance with the voluntary annexation requirements prescribed in Section 171.044, *Florida Statutes*.

The City Council moved to postpone the first reading of Ordinance 2022-17 from the October 11th meeting to October 25th because of concerns raised by neighbors of the subject property regarding unrestrained dogs and puppy breeding. Planning and Code Enforcement have contacted Volusia County Code Enforcement which stated there are no open cases on the subject property. Volusia County Animal Services was then contacted and a records request was conducted for the property. Based on the records request, staff was able to determine that between August 16, 2021 and August 18, 2022 there were a total of 18 cases opened due to calls/complaints made by ten (10) different property owners and visitors from the neighboring properties. There were 15 complaints regarding

unrestrained dogs, four (4) complaints regarding puppy breeding and barking and two (2) cases related to a dog bite, one occurring in Seminole County and one in Volusia County. These complaints have resulted in nine (9) recorded charging affidavits with the Volusia County Clerk of Court (Exhibit B). Planning staff also acknowledges the websites lindysdoodles.com, a Facebook page titled Lindy's Doodles as well as Lindy's Doodles on www.gooddog.com advertising Bernedoodle, Goldendoodle, Poodle and Sheepadoodle mix puppies for sale (Exhibit A).

The City of Dayonta Beach Shores Code of Ordinances has several sections of regulations related to Animal Control and the specific concerns raised about this property.

The City of Dayonta Beach Shores Code of Ordinances, Chapter 4 Animal Control, Section 4-6. - Animals at large prohibited; custody and confinement authorized animals on beach., states the following:

(a) It shall be unlawful for any animal owner to allow his animal to run or be at large upon public property within the city or on the Atlantic Ocean beach, unless said public property expressly authorizes the same, or upon private property of others (including common areas of condominiums, cluster homes, planned unit developments and community associations without the consent of all owners thereof) unless said private property owner authorizes the same by express or implied consent.

(b) All persons owning or having custody of animals shall keep these animals under restraint at all times.

(c) When any animal shall be found at large anywhere within the city, whether owned or otherwise, said animal may be taken into custody by the animal control officer or other law enforcement officer to be impounded and disposed of as hereinafter provided in section 4-22.

Furthermore, Sec. 4-7. - Animal nuisances prohibited., states *"It shall be unlawful for any animal owner to permit, either willfully or through failure to exercise due care and control, any animal to urinate or defecate upon the sidewalk of any public street or road; the floor of any theatre, shop, store, office building or other building used in common by the public or of any common hall of any apartment building, tenement house, hotel, or other multiple dwelling, or the entranceway, stairway or wall immediately abutting on a public sidewalk; to bark, cry, howl, whine, or cause other objectionable noise which shall disturb the comfort, peace, quiet, or repose of any person residing in the vicinity; or to damage, harm or destroy the property or animal of another person. The owner of every animal shall be responsible for the removal of any excreta deposited by his animal(s) on said public areas, and rights-of-way, and recreational areas or private property other than his own. No owner shall maintain his animal or animals, on premises upon which said animal or animals are maintained, in such a manner as to emit such offensive odors as shall disturb the comfort, peace or repose of any person residing in the vicinity."*

Sec. 4-9 - Confinement of fierce, dangerous or vicious animals., states *"The owner of any fierce animal, dangerous animal or vicious animal shall confine said animal within a building, cage or other secure enclosure and shall not take said animal from said building, cage or secure enclosure unless said animal shall be securely leashed, tethered, chained, muzzled, anesthetized and/or otherwise restrained so as to protect persons and other animals; provided, however, that this section shall not apply to law enforcement or rescue animals actually engaged in law enforcement or rescue operations. Any owner either intentionally or negligently violating this section shall be guilty of a misdemeanor and punished as hereinafter provided."*

Sec. 4-21. - Limiting number of rabies-susceptible animals in each household., states *"It shall be unlawful for any one household within the city on less than one acre of land to own, harbor, keep, control or have custody of more than four rabies-susceptible animals over the age of six months."*

Penalties related to code violations of Chapter 4 are as follows:

Sec. 4-28. - Administrative fines and liens.

Upon request of the code inspector, or at such other times as may be necessary, the chairman of the code enforcement board may call a hearing of the enforcement board pursuant to F.S. ch. 162, County or Municipal Code Enforcement, and impose fines as set forth therein based upon evidence of record and conclusions of law and shall issue an order affording the proper relief consistent with powers granted therein.

Sec. 4-29. - Penalties.

In addition to or in lieu of the foregoing section 4-28, Administrative fines and liens, any person violating any of the provisions of this chapter shall be guilty of a misdemeanor and punished by a fine not to exceed \$500.00 or by imprisonment in the county jail for not to exceed 60 days, or by both such fine and imprisonment. In the case of continuing offenses, each day shall constitute a separate offense.

With a combination of the existing City regulations, including zoning, the alleged use of the property could no longer continue if annexed into the City of Daytona Beach Shores and the City's Code Enforcement and Animal Control divisions would take action accordingly.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Planning Staff has provided options for actions related to Ordinance 2022-17 as follows:

1. The City Council can approve Ordinance 2022-17
- OR
2. The City Council can deny Ordinance 2022-17
- OR
3. The City Council can continue Ordinance 2022-17 until certain actions have been completed by the property owner, which could include a signed affidavit that the following items would be accomplished, such as, any kennels removed from the premises and inspected, removal of any online advertising of puppies for sale, including but not limited to, the Lindy's Doodles good dog and Facebook pages and lindysdoodles.com, proof of vaccination and tag registration for up to four (4) adult dogs through Volusia County and any other action that the City Council deems appropriate.

SUGGESTED MOTION:

A City Council Member may motion as follows:

1. "I move to approve Ordinance 2022-17 as presented."
- OR
2. "I move to deny Ordinance 2022-17"
- OR
3. "I move to continue Ordinance 2022-17"

- ATTACHMENT:**
1. Ord 2022-17-Voluntary Annexation-2820 S Atlantic Ave
 2. Ordinance 2022-17 Exhibit- Survey

3. Staff Report & Exhibits 1-5-2820 S Atlantic Ave
4. Exhibit A-Website Information
5. Exhibit B- Volusia County Recorded Charging Affidavits

ORDINANCE NO. 2022-17

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 2820 SOUTH ATLANTIC AVENUE (SHORT PARCEL IDENTIFICATION NUMBER 5327-05-00-0971) TOGETHER WITH ASSOCIATED RIGHT-OF-WAYS IN ACCORDANCE WITH SECTION 171.044, *FLORIDA STATUTES*; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.

WHEREAS, Belinda Jenkins, property owner, applied for annexation of property into the City of Daytona Beach Shores and is hereby determined to be the fee simple title owner of the real property described below; and

WHEREAS, the said applicants petitioned the City of Daytona Beach Shores, pursuant to Section 171.044, *Florida Statutes*, for annexation of said property into the municipal limits of the City of Daytona Beach Shores; and

WHEREAS, the subject property is currently addressed 2820 South Atlantic Avenue; and

WHEREAS, the subject property currently has a Short Tax Parcel Identification Number 5327-05-00-0971; and

WHEREAS, the City of Daytona Beach Shores has determined that all of the property which is proposed to be annexed into the City of Daytona Beach Shores is within an unincorporated area of Volusia County, is reasonably compact and contiguous to the corporate areas of the City of Daytona Beach Shores, Florida and it is further determined that the annexation of said property will not result in the creation of any enclave (and, indeed, logically fills in the City Limits of the City and is consistent with sound principles and practices relating to the delineating of jurisdictional boundaries thereby furthering sound management in terms of the provision of public facilities and services as well as sound land use planning), and it is further determined that the property otherwise fully complies with the requirements of State law and has, further, determined that associated rights-of-way should be annexed hereby; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida hereby determines that it is to the advantage of the City of Daytona Beach Shores and in the best interests of the citizens of the City of Daytona Beach Shores to annex the aforescribed property; and

WHEREAS, the provisions of Section 166.031(3), *Florida Statutes*, provide that [a] municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2); and

WHEREAS, the provisions of Section 171.091, *Florida Statutes*, provide as follows:

Recording.—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

; and

WHEREAS, the map attached hereto as Exhibit “A” shows, describes, and depicts the property and named associated rights-of-ways which are hereby annexed into the City of Daytona Beach Shores said Exhibit being incorporated into the substantive provisions of this Ordinance as if fully set forth herein verbatim.

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

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS/ANNEXATION OF PROPERTIES.

(a). The City Council of the City of Daytona Beach Shores hereby finds that the recitations set forth are true and correct and that the requirements of Section 171.044, *Florida Statutes*, as well as all other requirements of controlling law, have been complied with in every respect.

(b). Under the authority of Section 166.031 (3), *Florida Statutes*, relating to city charter amendments, “[a] municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. . . . A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State . . .” This Ordinance shall amend the boundaries of the City to include the property annexed in this Ordinance.

SECTION TWO: ANNEXATION INTO THE CITY. The real property depicted and described by metes and bounds in Exhibit “A” appended hereto, which Exhibit is made part hereof and which property is owned by the petitioning property owners, and further described as set forth below, together with the associated rights-of-way as described below, is hereby annexed into the City Limits of the City of Daytona Beach Shores, said property being described as follows:

LOT 97 LYING EASTERLY OF RIDGE AVENUE, AND THE SOUTH 1/2 OF LOT 96 LYING EASTERLY OF RIDGE AVENUE, TOGETHER WITH THE EASTERLY 1/2 RIDGE AVENUE (PER DB 264, PG 543), NORTH OF THE SOUTH LINE OF LOT 97 AND SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF LOT 96, ALL IN MAP OF PLAT THREE RIVER RIDGE ESTATES, MAP BOOK 9, PAGE 205, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 97; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 97 TO THE CENTERLINE OF RIDGE AVENUE; THENCE NORTHERLY ALONG SAID CENTERLINE, TO THE THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOT 96; THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF SAID LOT 96, TO THE EAST LINE OF SAID LOT 96; THENCE SOUTHERLY ALONG SAID EAST LINE AND THE EAST LINE OF LOT 97, TO THE SOUTHEAST CORNER OF LOT 97 AND THE POINT OF BEGINNING.

CONTAINING 0.344 ACRES, MORE OR LESS.

SECTION THREE: CHANGE IN CITY BOUNDARIES/LEGAL EFFECT OF ANNEXATION. The boundary lines of the City Limits of the City of Daytona Beach Shores are hereby redefined and, upon the effective date of this Ordinance shall also encompass the annexed property as described herein and depicted in Exhibit “A”. Upon this Ordinance becoming effective, the property owner of the annexed property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City and the provisions of said Chapter 171, *Florida Statutes*.

SECTION FOUR: ADMINISTRATIVE IMPLEMENTING ACTIONS.

(a). Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Volusia County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b). The City Manager, or designees within City management staff, shall ensure that the property annexed by this Ordinance is incorporated into the City of Daytona Beach Shores *Comprehensive Plan* and the *Official Zoning Map* of the City of Daytona Beach

Shores in an expeditious manner and, in accordance with, and pursuant to, the provisions of Under the authority of Section 166.031(3), *Florida Statutes*, the City Manager, or designees, shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties in all maps and geographical data relating to the City Limits said properties to include, but not be limited to, annexed rights-of-way and natural features.

SECTION FIVE: CONFLICTS. Any and all ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION SIX: SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION SEVEN: NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Daytona Beach Shores*, or the *Land Development Code of the City of Daytona Beach Shores*, or the *City of Daytona Beach Shores Comprehensive Plan* provided, however, that the actions taken herein shall be depicted on the pertinent maps of the City of Daytona Beach Shores by the City Manager, or designee.

SECTION EIGHT: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

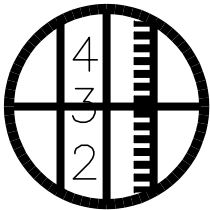
KURT SWARTZLANDER, CITY MANAGER CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

JOHN CARY, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2022.

Adopted on second reading this _____ day of _____, 2022.



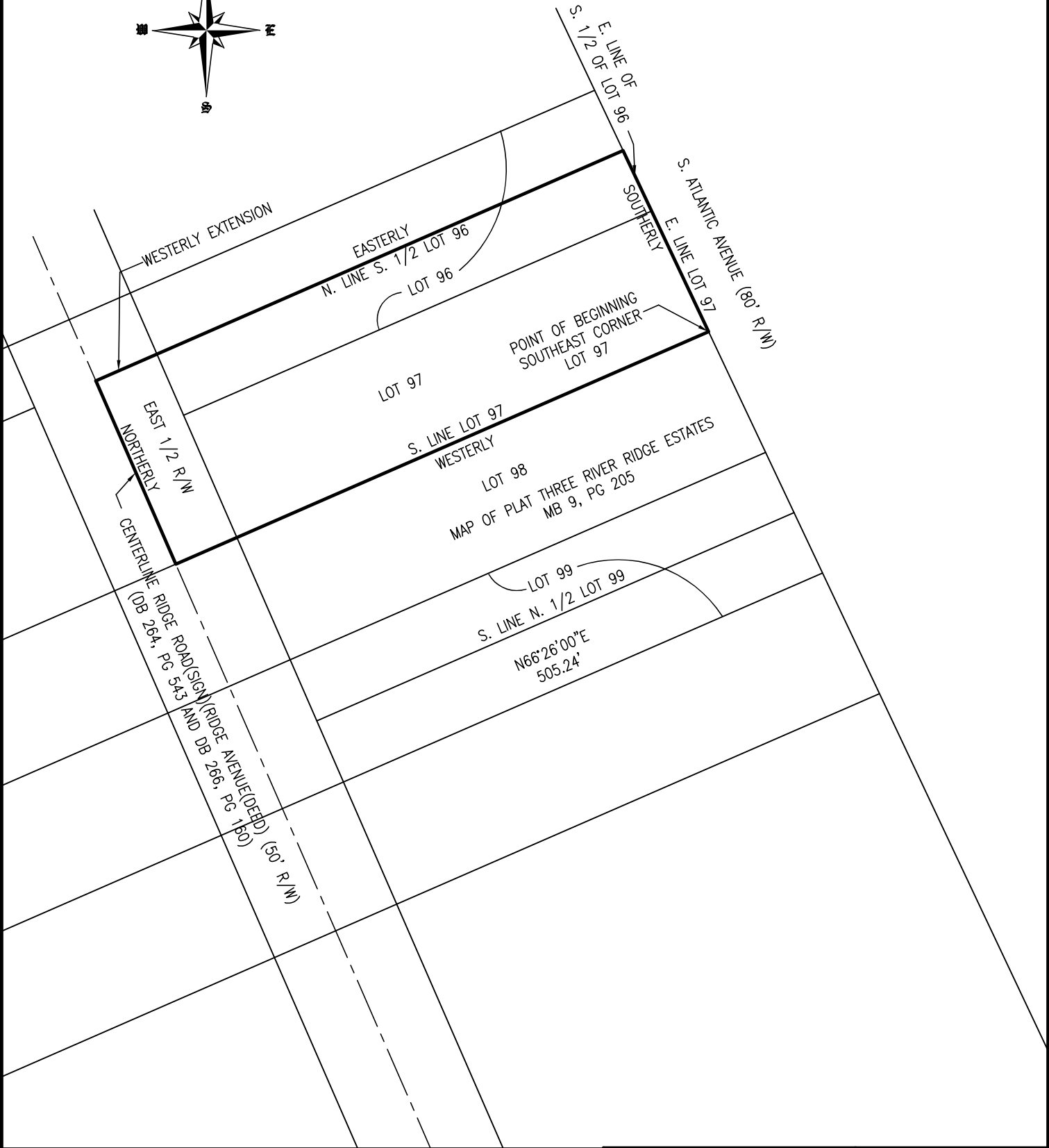
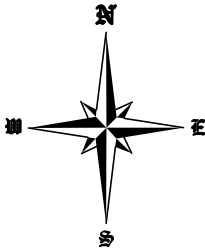
SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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www.sligerassociates.com



SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: CITY OF DAYTONA BEACH SHORES, FLORIDA

DESCRIPTION:
ANNEXATION DESCRIPTION. SEE
SHEET 2 FOR LEGAL DESCRIPTION

JOB #22-1152 2820 S. ATLANTIC AVENUE

SCALE: 1"=50'

FIELD BOOK:

PAGE:

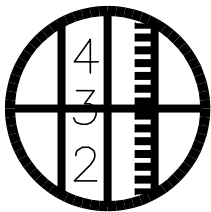
ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

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LICENSED BUSINESS CERTIFICATION NO. 3019

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PORT ORANGE, FL. 32127
(386) 761-5385

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www.sligerassociates.com

SURVEYORS NOTES

- 1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
- 2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- 3. BEARING STRUCTURE ASSUMED NORTH WITH THE BEARING ON THE NORTHERLY LINE OF LOT 26, CARTER-NORWOOD REPLAT BEING N64°09'00"E.
- 4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VALID DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
- 5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
- 6. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. 12/27/2021.

DESCRIPTION

LOT 97 LYING EASTERLY OF RIDGE AVENUE, AND THE SOUTH 1/2 OF LOT 96 LYING EASTERLY OF RIDGE AVENUE, TOGETHER WITH THE EASTERLY 1/2 RIDGE AVENUE (PER DB 264, PG 543), NORTH OF THE SOUTH LINE OF LOT 97 AND SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF LOT 96, ALL IN MAP OF PLAT THREE RIVER RIDGE ESTATES, MAP BOOK 9, PAGE 205, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 97; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 97 TO THE CENTERLINE OF RIDGE AVENUE; THENCE NORTHERLY ALONG SAID CENTERLINE, TO THE THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOT 96; THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF SAID LOT 96, TO THE EAST LINE OF SAID LOT 96; THENCE SOUTHERLY ALONG SAID EAST LINE AND THE EAST LINE OF LOT 97, TO THE SOUTHEAST CORNER OF LOT 97 AND THE POINT OF BEGINNING.

CONTAINING 0.344 ACRES, MORE OR LESS.

REFERENCE: 2820 S. ATLANTIC AVENUE

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	CITY OF DAYTONA BEACH SHORES, FLORIDA	09/02/2022	22-1152

SHEET 2 OF 2

FOR: CITY OF DAYTONA BEACH SHORES, FLORIDA						I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. Josep h E Zapert Digitally signed by Joseph E Zapert Date: 2022.09.06 06:30:03 -04'00' J.E. ZAPERT, P.L.S. NO. 4046
SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY	
BOUNDARY SURVEY	09/02/2022	22-1152		JM	JZ	
TOPOGRAPHIC SURVEY						
FOUNDATION LOCATED						
FINAL IMPROVEMENTS						
RECERTIFICATION						
PROPOSED HOUSE LOCATION						

Page 281 of 311

EXHIBIT 2

A: Annexation Application for 2820 S Atlantic Avenue



City of Daytona Beach Shores

Building & Codes Division
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5377 Fax (386) 763-5370

432392

RECEIVED

OCT 11 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

12022052
REQUEST FOR ANNEXATION

(Date)

I (We) the undersigned am the sole property owner(s) of 2820 S. Atlantic Ave. Volusia
County, Florida. (Street Address)

By this letter, I (We) am requesting annexation into the City of Daytona Beach Shores, Florida.
It is my (our) understanding that the fee for legal advertising has been waived by the City and
that I (we) will not incur any costs for annexation. 5327-05-00-0971

Signed,

Belinda Jenkins
Signature

Belinda Jenkins
Name (Printed or typed)

956-336-6022
Telephone

Signature

Name (Printed or typed)

Telephone

Signature

Name (Printed or typed)

Telephone

SWORN to and subscribed before me this 11 day of October, 2022 by
Belinda Jenkins, who is personally known to me or produced
Identification X. Type of Identification provided FL Driver License.
5327-062-65-671-0

Cheryl Lee Theault
Notary Public – State of Florida
My Commission Expires:



Please return this form to: Annexation Committee
c/o Planning Department
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

EXHIBIT 2

B: Property Appraiser Website Owner Information for 2820 S Atlantic Avenue



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3426479
Parcel ID:	532705000971
Township-Range-Section:	15 - 33 - 27
Subdivision-Block-Lot:	05 - 00 - 0971
Business Name:	
Owner(s):	JENKINS BELINDA B - FS - Fee Simple - 100%
Mailing Address On File:	2820 S ATLANTIC AVE DAYTONA BEACH FL 32118
Physical Address:	2820 S ATLANTIC AVE, DAYTONA BEACH 32118
Building Count:	1
Neighborhood:	3103 - SOUTH ATLANTIC AVE
Subdivision Name:	RIVER RIDGE ESTATES LOTS 1-13
Property Use:	0100 - SINGLE FAMILY
Tax District:	200-UNINCORPORATED - NORTHEAST
2022 Proposed Millage Rate:	18.2602
Homestead Property:	Yes
Agriculture Classification:	No
Short Description:	S 1/2 OF LOT 96 & LOT 97 E OF NEW CR RIVER RIDGE ESTS MB 9 P G 205 PER OR 4345 PG 3830 PER OR 6409 PG 3568 PER OR 7971 PG 3554 PER OR 8237 PG 4638

Property Values

Tax Year:	2022 Working	2021 Final	2020 Final
Valuation	1-Market	1-Market	1-Market
Method:	Oriented Cost	Oriented Cost	Oriented Cost
Improvement	\$139,393	\$146,191	\$148,229
Value:	\$185,625	\$78,750	\$78,750
Land Value:	\$325,018	\$224,941	\$225,979
Just/Market Value:			

Working Tax Roll Values by Taxing Authority

EXHIBIT 3

A: Aerial View of Annexing Property (2820 S Atlantic Avenue)



Source: Volusia County Property Appraiser Website, 2022

B: Street View of Annexing Property (2820 S Atlantic Avenue)



Source: GoogleMaps, 2022

**EXHIBT 4
PRE-ANNEXATION FORM**

Name of Property Owner: Belinda Jenkins

Property Address/Tax Parcel ID: 2820 S Atlantic Avenue / 5327-05-00-0971

Lot Size: 75' x 186' = 13,sf (0.34 acres)

According to Volusia County property records, does this property appear to meet Section 171.044 of Florida Statutes? Yes X No _____

How is property contiguous? East X West _____ North _____ South _____

Property Appraiser Just/Market Value: \$325,018

Homesteaded Property: Yes X No _____

Special Flood Hazard Area? Yes _____ No X

Improved Lot X Unimproved Lot (Vacant) _____

Existing Use: Single-family Residential

Conforming Land Use: X Non-Conforming Land Use: _____ Explain:

Existing County Zoning: R-4 Urban Single-Family Residential District

Existing County Land Use: Urban Low Intensity

Condition of Property: Poor _____ Good X Excellent _____

Water: Port Orange X Daytona Beach _____

Sanitary: Sewer _____ Septic Tank X

If septic tank on site, is sewer available? _____ Yes _____ No X

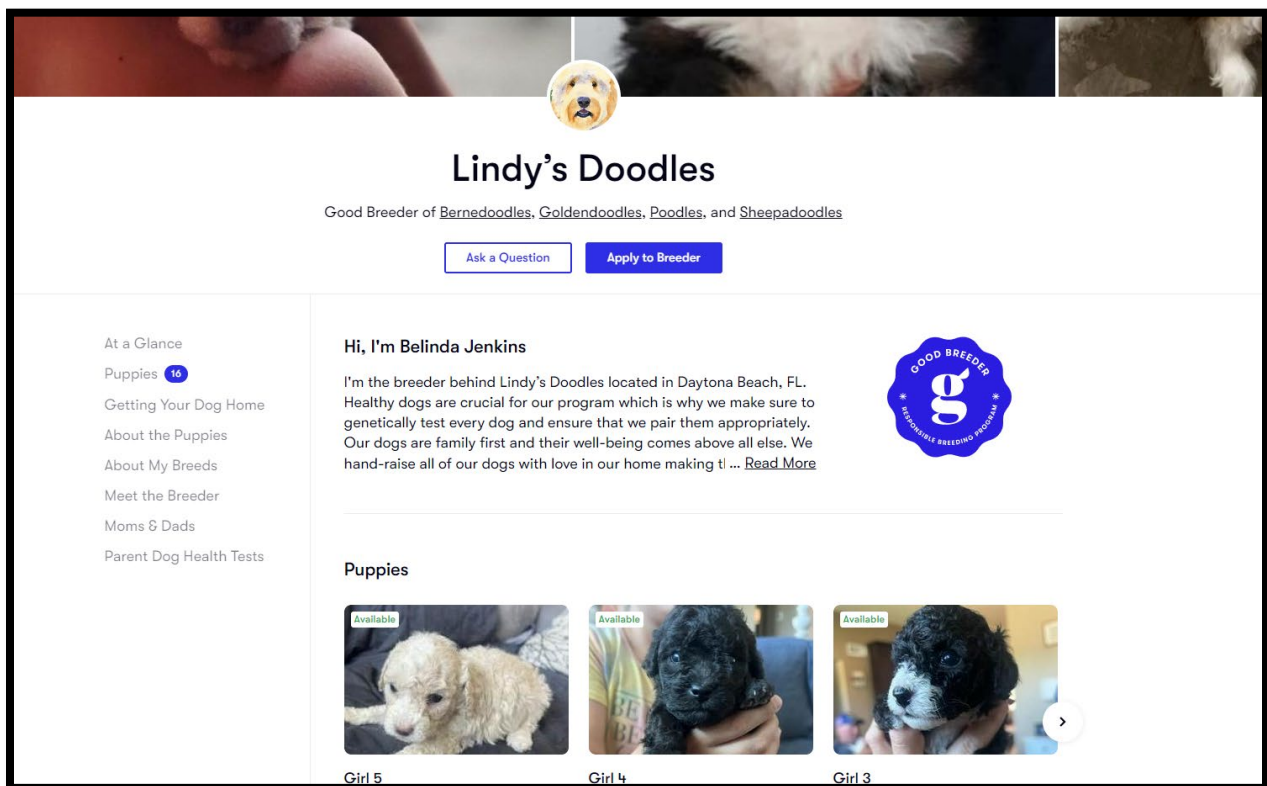
Metes and Bounds Survey conducted? Yes X No _____

Prepared by: Noel Eaton, City Planner Date: September 12, 2022

EXHIBIT 5: Voluntary Annexation Criteria pursuant to Section 171.044, *Florida Statutes*

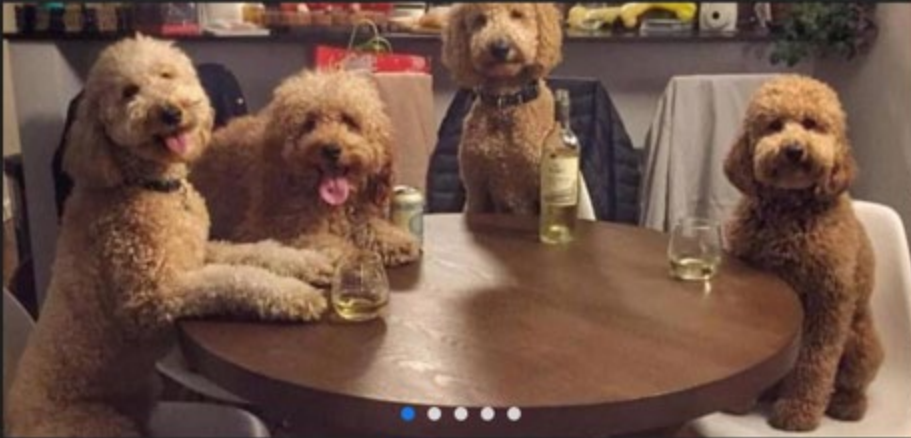
Section	Annexation Criteria	Criteria Met	Comments
171.044(1)	Property must be contiguous to the City.	Yes	Per Sec. 171.031(11), subject property is contiguous to the City to the east.
171.044(1)	Property must be reasonably compact.	Yes	Per Sec. 171.031(12), subject property is reasonably compact and will not create new enclaves, pockets or finger areas in serpentine patterns. In addition, the annexation will aid in reducing the larger county enclave in the vicinity.
171.044(2)	Petition bears the signatures of all owners of property.	Yes	See Exhibit 2 .
171.044(2)	Meet publication requirements.	Yes	Evidence filed with the Office of the City Clerk.
171.044(3)	Ordinance shall be filed per statute.	Pending	Ordinance filing will occur per statutory deadline subsequent to the Ordinance's adoption.
171.044(3)	Ordinance shall include a map and legal description by metes and bounds.	Yes	See Ordinance 2022-17.
171.044(4)	Annexation method shall be supplemental to any other procedure provided by general law.	N/A	
171.044(5)	Annexation shall not create enclaves.	Yes	Per Sec. 171.031(13), subject property does not create an enclave. In fact the annexation will reduce the larger County enclave that currently exists in this area.
171.044(6)	Provision of notice to County Commissioners per statute.	Yes	Notice provided via certified mail per statutory requirement.

Exhibit A- Lindy's Doodles Website Information





Lindy's Doodles



Lindy's Doodles

Dog Breeder

Always open



Like

Contact us



www.gooddog.com

828 people like this

Home

Photos

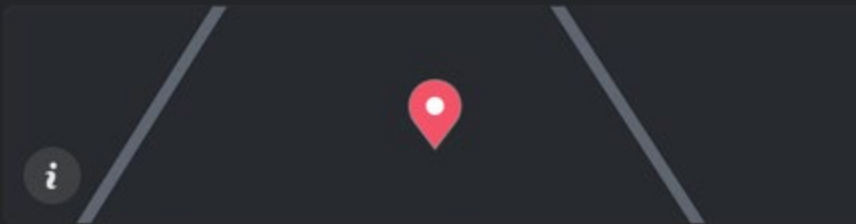
Videos

Community

Posts

About

Suggest edits



2820 S. Atlantic Avenue, Daytona
Beach, FL 32118

Get Directions



(956) 336-6022



horseymom@msn.com

7th. Judicial Circuit 707
Charging Affidavit - Volusia

Arrest # _____

Bk # _____

Pg #1 of _____

ARREST ☐ NOTICE TO APPEAR ☒ AFFIDAVIT ☒ C.C. ☐		ADULT ☒ JUVENILE ☐		Court Case Number: 2022 309167 INDB	
(ORI) FL: 641800		Agency Case Number: A22-005092		Volusia County Animal Services	
FCIC/NCIC Check? Yes ☐ No ☒		OBTS#		UCR:	Date Arrested: 6/29/22
ADDRESS OF ARREST:		Arrested By: Moriarty		ID Number: 7817	Time of Arrest:
DEFENDANT		Name (L,F,M): Jenkins, Belinda		A.K.A.:	Sex: F Race:
DOB:	Age:	State: FL		Year Expires: 0030	S.S. #:
Height:	Weight:	Hair:	Eyes:	POB (City, St, Country):	Statement: Yes ☐ No ☐
Scars, Marks, Tattoos:		Business & Occupation:		Citizenship: Yes ☐ No ☐	
Probation: Yes ☐ No ☐		Sexual Predator: Yes ☐ No ☐		English: Yes ☐ No ☐	
Deaf/Mute: Yes ☐ No ☐		Address-Home (STREET, APT. NUMBER):		ZIPCODE:	RESIDENCE PHONE:
Address-Work (STREET, APT. NUMBER):		ZIPCODE:	RESIDENCE PHONE:		
Address-Other(Employer/School) (STREET, APT. NUMBER):		ZIPCODE:	BUS/SCHOOL PHONE:		
CHARGES		DOMESTIC VIOLENCE? YES ☐		Attachments: Affidavit(s) ☐ Statement(s) ☐ NTA Schedule ☐ Report ☐ Traffic Infraction(s) ☐ DUI ☐	
#1	Charge: fail to Restrain	FEL ☐ MISD ☐ ORD ☒	FS/ORD: 14-46	Citation No.:	Bond: 500.00
#2	Charge:	FEL ☐ MISD ☐ ORD ☐	FS/ORD:	Citation No.:	Bond:
#3	Charge:	FEL ☐ MISD ☐ ORD ☐	FS/ORD:	Citation No.:	Bond:
CO-DEFENDANT		Co-Def #1. Arrested? Y ☐ N ☐ Fel ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐		Co-Def #2. Arrested? Y ☐ N ☐ Fel ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐	
#1 NAME(L,F,M):		Race:		Sex:	DOB:
#2 NAME(L,F,M):		Race:		Sex:	DOB:
NARRATIVE		The undersigned certifies and swears that there is probable cause to believe the above named defendant, on the 27 th day of June, 2022, at approximately 7:40 a.m. ☒ p.m. within _____ County, violated the law and did then and there:			
Violated Chapter 14, Section 14-46 by failing to restrain your Adult Female, Black/White Bernedoodle type dog Named "Tilley" while off your property					
Citations issued in past for same information given in Affidavit					
NOTICE TO APPEAR		MANDATORY APPEARANCE ☒		YOU NEED NOT APPEAR IN COURT BUT MUST COMPLY WITH INSTRUCTIONS ON THE REVERSE SIDE OF YOUR COPY ☐	
I AGREE TO APPEAR IN COURT HEREIN TO ANSWER THE OFFENSE CHARGED OR TO PAY THE FINE INDICATED. I UNDERSTAND THAT SHOULD I WILLFULLY FAIL TO APPEAR BEFORE THE COURT AS REQUIRED, OR PAY THE LISTED FINE, I MAY BE HELD IN CONTEMPT OF COURT AND A WARRANT FOR MY ARREST WILL BE ISSUED.		FINE, AND COSTS AMOUNT: 500.00			
mailed Certified 6/29/22		SIGNATURE OF JUVENILE PARENT OR CUSTODIAN		Juve Disp.	CITATION No.
7019 2280 0001 7884 5873		RELATIONSHIP TO JUVENILE			
SIGNATURE OF DEFENDANT		DATE			
Sworn to and subscribed before me, the undersigned This _____ day of _____, _____.		I swear/affirm the above statements are correct and true.			
Name:		OFFICER'S/COMPLAINANT'S SIGNATURE			
Notary Public ☐ Law Enforcement or Corrections Officer ☐ Personally Known ☐ Produced Identification ☐		NAME(PRINTED)		ID NUMBER	
Type of Identification:		Toni Moriarty		7817	
OFFICIAL USE ONLY		Inmate Number & facility:			

Witness/Victim/Evidence Form 707-A

☐ Arrest
☒ Affidavit
☒ Notice to Appear

☒ Adult
☐ Juvenile

Court Case
Number:

Pg # 2 of 2

Defendant Name: <u>Jenkins Belinda</u>		Agency Case Number: <u>A22-005092</u>	
Name (L,F,M): <u>CORLISO</u>	Vic ☐ Wit ☒	Race: <u>W</u>	Sex: <u>M</u> ☐ <u>F</u> ☒
Address (#, Street, City, State): <u>[REDACTED]</u>		DOB: <u>4-22-60</u>	SSN: <u>[REDACTED]</u>
Bus/School Address: <u>[REDACTED]</u>		Home Phone: <u>[REDACTED]</u>	Statement: Yes ☐ No ☐
Relative/Contact Name: <u>[REDACTED]</u>		Relative/Contact Address: <u>[REDACTED]</u>	Bus. Phone: <u>[REDACTED]</u>

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: ☐ M ☐ F ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):			Zip:	Home Phone:	Statement: Yes ☐ No ☐	
Bus/School Address:			Zip:	Bus. Phone:	Phone:	
Relative/Contact Name:			Relative/Contact Address:	Phone:		

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: ☐ M ☐ F ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):			Zip:	Home Phone:	Statement: Yes ☐ No ☐	
Bus/School Address:			Zip:	Bus. Phone:	Phone:	
Relative/Contact Name:			Relative/Contact Address:	Phone:		

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: ☐ M ☐ F ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):			Zip:	Home Phone:	Statement: Yes ☐ No ☐	
Bus/School Address:			Zip:	Bus. Phone:	Phone:	
Relative/Contact Name:			Relative/Contact Address:	Phone:		

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: ☐ M ☐ F ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):			Zip:	Home Phone:	Statement: Yes ☐ No ☐	
Bus/School Address:			Zip:	Bus. Phone:	Phone:	
Relative/Contact Name:			Relative/Contact Address:	Phone:		

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: ☐ M ☐ F ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):			Zip:	Home Phone:	Statement: Yes ☐ No ☐	
Bus/School Address:			Zip:	Bus. Phone:	Phone:	
Relative/Contact Name:			Relative/Contact Address:	Phone:		

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: ☐ M ☐ F ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):			Zip:	Home Phone:	Statement: Yes ☐ No ☐	
Bus/School Address:			Zip:	Bus. Phone:	Phone:	
Relative/Contact Name:			Relative/Contact Address:	Phone:		

EVIDENCE COLLECTED			
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Owner(Name) (Address)		(Phone)	Value
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Owner(Name) (Address)		(Phone)	Value
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount

I certify that the foregoing is a complete list of witnesses/victims & evidence known to me.

Investigating Officer: T. Moriarty ID Number: 7817
707-A - COURT COPY

Agency: UCAS
VCISO 120898.002 (Rev. 12/07)

7th. Judicial Circuit 707
Charging Affidavit - Volusia

Arrest # _____

Bk # _____

Pg #1 of _____

ARREST ☐ NOTICE TO APPEAR ☒ AFFIDAVIT ☐ C.C. ☒		ADULT ☒ JUVENILE ☐		Court Case Number: 2022 300166 INDB	
(OR) FL: 641800		Agency Name: Volusia County Animal Services		Agency Case Number: A22-005062	
FCIC/NCIC Check? Yes ☐ No ☒		OBTS#		UCR:	Date Arrested: 6/29/22
ADDRESS OF ARREST: [REDACTED]		Arrested By: Moriarty		ID Number: 7817	
DEFENDANT		Name (L,F,M): Jenkins, Belinda		A.K.A.:	Sex: F Race:
DOB: [REDACTED]	Age: 57	Dr ID: [REDACTED]	State: FI	Year Expires: 2030	S.S. #:
Height:	Weight:	Hair:	Eyes:	POB (City, St, Country)	Statement: Yes ☐ No ☐
Scars, Marks, Tattoos:		Business & Occupation:		Citizenship: Yes ☐ No ☐	
Probation: Yes ☐ No ☐		Sexual Predator: Yes ☐ No ☐		English: Yes ☐ No ☐	
Address-Permanent (STREET, APT. NUMBER) (CITY) (STATE) ZIPCODE RESIDENCE PHONE		[REDACTED]			
Address-Local (STREET, APT. NUMBER) (CITY) (STATE) ZIPCODE RESIDENCE PHONE		[REDACTED]			
Address-Other(Employer/School) (STREET, APT. NUMBER) (CITY) (STATE) ZIPCODE BUS/SCHOOL PHONE		[REDACTED]			
CHARGES		DOMESTIC VIOLENCE? YES ☐		Attachments: Affidavit(s) ☐ Statement(s) ☐ NTA Schedule ☐ Report ☐ Traffic Infraction(s) ☐ DUI ☐ Total Charges:	
#1	Charge: fail to Restrain	FEL ☐ MISD ☐ ORD ☒	FS/ORD: 14-46	Citation No.:	Bond: up to 500
#2	Charge:	FEL ☐ MISD ☐ ORD ☐	FS/ORD:	Citation No.:	Bond:
#3	Charge:	FEL ☐ MISD ☐ ORD ☐	FS/ORD:	Citation No.:	Bond:
CO-DEFENDANT		Co-Def #1. Arrested? Y ☐ N ☐ Fel ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐		Co-Def #2. Arrested? Y ☐ N ☐ Fel. ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐	
#1 NAME(L,F,M):		Race:		Sex:	DOB:
#2 NAME(L,F,M):		Race:		Sex:	DOB:
NARRATIVE		The undersigned certifies and swears that there is probable cause to believe the above named defendant, on the 19 th day of June, 2022, at approximately 7 p.m. at [REDACTED] County, violated the law and did then and there:			
Violated Chapter 14, Section 14-46 by failing to restrain your Adult Female Black/white Bernedoodle type dog named "Tilley" while off your property					
Information Given in Affidavit which Also stated on 6/17/22 At Approximately 7pm witnessed observed a goldenoodle type puppy, Also belonging to defendant, deceased in front of 2896 Ridge Rd					
Citations issued in past see same					
NOTICE TO APPEAR		MANDATORY APPEARANCE ☒		YOU NEED NOT APPEAR IN COURT BUT MUST COMPLY WITH INSTRUCTIONS ON THE REVERSE SIDE OF YOUR COPY ☐	
I AGREE TO APPEAR IN COURT HEREIN TO ANSWER THE OFFENSE CHARGED OR TO PAY THE FINE INDICATED. I UNDERSTAND THAT SHOULD I WILLFULLY FAIL TO APPEAR BEFORE THE COURT AS REQUIRED, OR PAY THE LISTED FINE, I MAY BE HELD IN CONTEMPT OF COURT AND A WARRANT FOR MY ARREST WILL BE ISSUED.		FINE, AND COSTS, AMOUNT: Up to 500.00			
mailed Certified 6/29/22		SIGNATURE OF JUVENILE PARENT OR CUSTODIAN		Juve Disp.	CITATION No.
7019 2280 0001 7884 5813		RELATIONSHIP TO JUVENILE			
SIGNATURE OF DEFENDANT		DATE			
Sworn to and subscribed before me, the undersigned This _____ day of _____, _____.		I swear/affirm the above statements are correct and true.			
Name:		OFFICER'S/COMPLAINANT'S SIGNATURE			
Notary Public ☐ Law Enforcement or Corrections Officer ☐ Personally Known ☐ Produced Identification ☐ Type of Identification:		NAME(PRINTED)		ID NUMBER	
		Toni Moriarty		7817	
OFFICIAL USE ONLY		Inmate Number & facility:			

Witness/Victim/Evidence Form 707-A

☐ Arrest
☒ Affidavit
☒ Notice to Appear

☒ Adult
☐ Juvenile

Court Case
Number:

Pg # 2 of 2

Defendant Name: <u>Jenkins, Belinda</u>		Agency Case Number: <u>A22-065062</u>	
Name (L,F,M): <u>Scott, Cynthia</u>	Vic ☐ Wit ☒	Race: <u>W</u>	Sex: <u>M</u> ☐ <u>F</u> ☒
Address (#, Street, City, State): <u>[REDACTED]</u>	Zip: <u>[REDACTED]</u>	Age: <u>74</u>	DOB: <u>6/6/48</u>
Bus./School Address:	Home Phone: <u>[REDACTED]</u>	Statement: Yes ☐ No ☐	Bus. Phone: <u>[REDACTED]</u>
Relative/Contact Name:	Relative/Contact Address:	Phone: <u>[REDACTED]</u>	

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: <u>M</u> ☐ <u>F</u> ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):	Zip:	Home Phone:	Statement: Yes ☐ No ☐			
Bus./School Address:	Zip:	Bus. Phone:	Phone:			
Relative/Contact Name:	Relative/Contact Address:					

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: <u>M</u> ☐ <u>F</u> ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):	Zip:	Home Phone:	Statement: Yes ☐ No ☐			
Bus./School Address:	Zip:	Bus. Phone:	Phone:			
Relative/Contact Name:	Relative/Contact Address:					

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: <u>M</u> ☐ <u>F</u> ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):	Zip:	Home Phone:	Statement: Yes ☐ No ☐			
Bus./School Address:	Zip:	Bus. Phone:	Phone:			
Relative/Contact Name:	Relative/Contact Address:					

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: <u>M</u> ☐ <u>F</u> ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):	Zip:	Home Phone:	Statement: Yes ☐ No ☐			
Bus./School Address:	Zip:	Bus. Phone:	Phone:			
Relative/Contact Name:	Relative/Contact Address:					

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: <u>M</u> ☐ <u>F</u> ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):	Zip:	Home Phone:	Statement: Yes ☐ No ☐			
Bus./School Address:	Zip:	Bus. Phone:	Phone:			
Relative/Contact Name:	Relative/Contact Address:					

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: <u>M</u> ☐ <u>F</u> ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):	Zip:	Home Phone:	Statement: Yes ☐ No ☐			
Bus./School Address:	Zip:	Bus. Phone:	Phone:			
Relative/Contact Name:	Relative/Contact Address:					

EVIDENCE COLLECTED

Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Owner(Name) (Address)	(Phone)	Value	
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Owner(Name) (Address)	(Phone)	Value	
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount

I certify that the foregoing is a complete list of witnesses/victims & evidence known to me.

T. Moriarty
Investigating Officer

7817
ID Number

UCAS
Agency

707-A - COURT COPY

7th. Judicial Circuit 707
Charging Affidavit - Volusia

Arrest # _____

Bk # _____

Pg #1 of _____

ARREST ☐ NOTICE TO APPEAR ☒ AFFIDAVIT ☒ C.C. ☐		ADULT ☒ JUVENILE ☐		Court Case Number: 2022-300165 IN DB	
(ORI) FL: 641800		Agency Name: Volusia County Animal Services		Agency Case Number: 22-004721	
FCIC/NCIC Check? Yes ☐ No ☒		OBTS#		UCR: _____ Date Arrested: _____ Time of Arrest: _____	
ADDRESS OF ARREST: [REDACTED]				Arrested By: MORIARTY	
DEFENDANT Name (L,F,M): Jenkins, Belinda				A.K.A.: _____	
DOB: [REDACTED]		Age: [REDACTED]		Sex: F Race: W	
Height: _____ Weight: _____ Hair: _____ Eyes: _____		State: FL Year Expires: 2030		S.S. #: _____	
Sears, Marks, Tattoos: _____		Business & Occupation: _____		Statement: Yes ☐ No ☐ Citizenship: Yes ☐ No ☐	
Probation: Yes ☐ No ☐		Sexual Predator: Yes ☐ No ☐		English: Yes ☐ No ☐	
Address-Mailing/Permanent: _____ (STREET, APT. NUMBER) _____ (CITY) _____ (STATE) _____ ZIPCODE _____		Address-Local: _____ (STREET, APT. NUMBER) _____ (CITY) _____ (STATE) _____ ZIPCODE _____		Address-Other(Employer/School): _____ (STREET, APT. NUMBER) _____ (CITY) _____ (STATE) _____ ZIPCODE _____	
CHARGES		DOMESTIC VIOLENCE? YES ☐		Attachments: Affidavit(s) ☐ Statement(s) ☐ NTA Schedule ☐ Report ☐ Traffic Infraction(s) ☐ DUI ☐ Total Charges: 1	
#1	Charge: Fail to Provide Valid Health Cert	FEL ☐ MISD ☐ ORD ☒	FS/ORD: 14-49	Citation No.:	Bond: 500
#2	Charge:	FEL ☐ MISD ☐ ORD ☐	FS/ORD:	Citation No.:	Bond:
#3	Charge:	FEL ☐ MISD ☐ ORD ☐	FS/ORD:	Citation No.:	Bond:
CO-DEFENDANT		Co-Def #1. Arrested? Y ☐ N ☐ Fel ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐		Co-Def #2. Arrested? Y ☐ N ☐ Fel ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐	
#1 NAME(L,F,M):		Race:		Sex:	DOB:
#2 NAME(L,F,M):		Race:		Sex:	DOB:
NARRATIVE					
The undersigned certifies and swears that there is probable cause to believe the above named defendant, on the 27th day of March, 2022, at approximately 11:00 a.m. ☒ a.m. ☐ p.m. at [REDACTED] within [REDACTED] County, violated the law and did then and there:					
Violated Chapter 14 Section 14-49 by failing to provide a valid Health Certificate for an 8wk old Goldenoodle type Intact male Puppy					
Information given in Affidavit					
NOTICE TO APPEAR		MANDATORY APPEARANCE ☐		YOU NEED NOT APPEAR IN COURT BUT MUST COMPLY WITH INSTRUCTIONS ON THE REVERSE SIDE OF YOUR COPY ☐	
I AGREE TO APPEAR IN COURT HEREIN TO ANSWER THE OFFENSE CHARGED OR TO PAY THE FINE INDICATED. I UNDERSTAND THAT SHOULD I WILLFULLY FAIL TO APPEAR BEFORE THE COURT AS REQUIRED, OR PAY THE LISTED FINE, I MAY BE HELD IN CONTEMPT OF COURT AND A WARRANT FOR MY ARREST WILL BE ISSUED.		FINE, AND COSTS AMOUNT: \$500.00			
mailed Certified 6-29-22		SIGNATURE OF JUVENILE PARENT OR CUSTODIAN		Juve Disp. CITATION No.	
7019 2280 0001 7884 5873		RELATIONSHIP TO JUVENILE			
SIGNATURE OF DEFENDANT		DATE			
Sworn and subscribed before me, the undersigned, this 27th day of June 2022		I swear/affirm the above statements are correct and true.		Rt Thumb	
Name: [Signature]		OFFICER'S/COMPLAINANT'S SIGNATURE		ID NUMBER	
Notary Public ☐ Law Enforcement or Commissioned Officer ☐ Personally Known ☐ Professional Identification ☐ JUDI B. WILKINSON		NAME (PRINTED)		ID NUMBER	
Type of Identification: MY COMMISSION # GB 310802		[Signature]		7817	
OFFICIAL USE ONLY		Initials Number		Use only if necessary	

PS-0272

707 - COURT COPY

VCSO 120898.001 (Rev. 12/07)

Witness/Victim/Evidence Form 707-A

☐ Arrest
☒ Affidavit
☒ Notice to Appear

☒ Adult
☐ Juvenile

Court Case
Number:

Pg # 2 of

Defendant Name: <u>Jenkins, Belinda</u>		Agency Case Number: <u>1922-004721</u>	
Name (L,F,M): <u>Risak, Aimee</u>	Vic ☒ Wit ☐	Race: <u>w</u>	Sex: <u>M</u> ☐ <u>F</u> ☒
Address (#, Street, City, State): <u>[REDACTED]</u>		Age: <u>27</u>	DOB: <u>8-24-94</u>
Bus./School Address:		Home Phone:	Statement: Yes ☐ No ☐
Relative/Contact Name:		Relative/Contact Address:	Bus. Phone:
Name (L,F,M):		Vic ☐ Wit ☐	Race:
Address (#, Street, City, State):		Sex: <u>M</u> ☐ <u>F</u> ☐	Age:
Bus./School Address:		DOB:	SSN:
Relative/Contact Name:		Relative/Contact Address:	Statement: Yes ☐ No ☐
Name (L,F,M):		Vic ☐ Wit ☐	Race:
Address (#, Street, City, State):		Sex: <u>M</u> ☐ <u>F</u> ☐	Age:
Bus./School Address:		DOB:	SSN:
Relative/Contact Name:		Relative/Contact Address:	Statement: Yes ☐ No ☐
Name (L,F,M):		Vic ☐ Wit ☐	Race:
Address (#, Street, City, State):		Sex: <u>M</u> ☐ <u>F</u> ☐	Age:
Bus./School Address:		DOB:	SSN:
Relative/Contact Name:		Relative/Contact Address:	Statement: Yes ☐ No ☐
Name (L,F,M):		Vic ☐ Wit ☐	Race:
Address (#, Street, City, State):		Sex: <u>M</u> ☐ <u>F</u> ☐	Age:
Bus./School Address:		DOB:	SSN:
Relative/Contact Name:		Relative/Contact Address:	Statement: Yes ☐ No ☐
Name (L,F,M):		Vic ☐ Wit ☐	Race:
Address (#, Street, City, State):		Sex: <u>M</u> ☐ <u>F</u> ☐	Age:
Bus./School Address:		DOB:	SSN:
Relative/Contact Name:		Relative/Contact Address:	Statement: Yes ☐ No ☐
Name (L,F,M):		Vic ☐ Wit ☐	Race:
Address (#, Street, City, State):		Sex: <u>M</u> ☐ <u>F</u> ☐	Age:
Bus./School Address:		DOB:	SSN:
Relative/Contact Name:		Relative/Contact Address:	Statement: Yes ☐ No ☐
Name (L,F,M):		Vic ☐ Wit ☐	Race:
Address (#, Street, City, State):		Sex: <u>M</u> ☐ <u>F</u> ☐	Age:
Bus./School Address:		DOB:	SSN:
Relative/Contact Name:		Relative/Contact Address:	Statement: Yes ☐ No ☐

EVIDENCE COLLECTED			
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Owner(Name) (Address)	(Phone)	Value	
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Owner(Name) (Address)	(Phone)	Value	
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount

I certify that the foregoing is a complete list of witnesses/victims & evidence known to me.

J. Moriarty
Investigating Officer

7817
ID Number

VCAS
Agency

707-A - COURT COPY

7th. Judicial Circuit 707
Charging Affidavit - Volusia

Arrest # _____

Bk # _____

Pg #1 of ____

ARREST ☐ NOTICE TO APPEAR ☐ AFFIDAVIT ☐ C.C. ☒				ADULT ☒ JUVENILE ☐		Court Case Number: _____	
(ORI) FL: 16411800		Agency Name: Volusia County Animal Services		Agency Case Number: AZZ-004676			
FCIC/NCIC Check? Yes ☐ No ☐		OBTS# _____		UCR: _____		Date Arrested: _____	
ADDRESS OF ARREST: _____				Arrested By: MORIARLY		ID Number: 7817	
DEFENDANT Name (L,F,M): Jenkins, Belinda				A.K.A.: _____		Sex: F Race: W	
DOB: _____		Age: _____		State: _____		Year Expires: _____	
Height: _____		Weight: _____		Hair: _____		Eyes: _____	
Scars, Marks, Tattoos: _____		Business & Occupation: _____		POB (City, St, Country): _____		Statement: Yes ☐ No ☐	
Probation: Yes ☐ No ☐		Sexual Predator: Yes ☐ No ☐		English: Yes ☐ No ☐		Deaf/Mute: Yes ☐ No ☐	
Address-Mailing/Permanent: _____		(STREET, APT. NUMBER) _____		(CITY) _____ (STATE) _____		ZIP CODE _____ RESIDENCE PHONE _____	
Address-Local: _____		(STREET, APT. NUMBER) _____		(CITY) _____ (STATE) _____		ZIP CODE _____ RESIDENCE PHONE _____	
Address-Other(Employer/School): _____		(STREET, APT. NUMBER) _____		(CITY) _____ (STATE) _____		ZIP CODE _____ BUS/SCHOOL PHONE _____	
CHARGES				DOMESTIC VIOLENCE? YES ☐		Attachments: Affidavit(s) ☐ Statement(s) ☐ NTA Schedule ☐ Report ☐ Traffic Infraction(s) ☐ DUI ☐	
#1 Charge: fail to Spay/Neuter				FEL ☐ MISD ☐ ORD ☐		FS/ORD: 14-58 Citation No.: _____ Bond: 250. -	
#2 Charge: fail to Spay/Neuter				FEL ☐ MISD ☐ ORD ☐		FS/ORD: 14-58 Citation No.: _____ Bond: 250. -	
#3 Charge: fail to Spay/Neuter				FEL ☐ MISD ☐ ORD ☐		FS/ORD: 14-58 Citation No.: _____ Bond: 55	
CO-DEFENDANT				Co-Def #1, Arrested? Y ☐ N ☐ Fel ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐		Co-Def #2, Arrested? Y ☐ N ☐ Fel. ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐	
#1 NAME(L,F,M): _____				Race: _____ Sex: _____		DOB: _____ Age: _____	
#2 NAME(L,F,M): _____				Race: _____ Sex: _____		DOB: _____ Age: _____	
NARRATIVE							
The undersigned certifies and swears that there is probable cause to believe the above named defendant, on the 12 th day of April, 2020, at approximately _____ a.m. ☐ p.m. _____ County, violated the law and did then and there:							
Violated Chapter 14, Section 14.58 by failing to have your Adult male and Goldenoodle type dog, Adult Female Apricot Poodle mix type dog, Adult Female White/Grey Poodle type dog, Adult Female black/white and Brown Bernadoodle type dog Spayed / Neutered or provide proof of unaltered permit.							
Citations issued in past for same.							
Violated Chapter 14, Section 14.56 by failing to Provide Hobby Breeder License							
NOTICE TO APPEAR				MANDATORY APPEARANCE ☐		YOU NEED NOT APPEAR IN COURT BUT MUST COMPLY WITH INSTRUCTIONS ON THE REVERSE SIDE OF YOUR COPY ☒	
				FINE, AND COSTS AMOUNT: \$ 665.00			
I AGREE TO APPEAR IN COURT HEREIN TO ANSWER THE OFFENSE CHARGED OR TO PAY THE FINE INDICATED. I UNDERSTAND THAT SHOULD I WILLFULLY FAIL TO APPEAR BEFORE THE COURT AS REQUIRED, OR PAY THE LISTED FINE, I MAY BE HELD IN CONTEMPT OF COURT AND A WARRANT FOR MY ARREST WILL BE ISSUED.							
mailed Certified				SIGNATURE OF JUVENILE PARENT OR CUSTODIAN		CITATION No. _____	
7019 2380 0000 4869 0374				RELATIONSHIP TO JUVENILE			
SIGNATURE OF DEFENDANT				DATE 5/4/22			
Sworn to and subscribed before me, the undersigned This _____ day of _____, _____.				I swear/affirm the above statements are correct and true.			
Name: _____				OFFICER'S/COMPLAINANT'S SIGNATURE			
Notary Public ☐ Law Enforcement or Corrections Officer ☐ Personally Known ☐ Produced Identification ☐				NAME(PRINTED) ID NUMBER			
Type of Identification: _____				Toni MORIARLY 7817			
OFFICIAL USE ONLY				Inmate Number & facility: _____			

Narrative 707-B Supplement

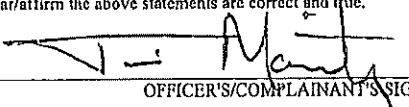
☐ Arrest
☐ Affidavit
☐ Notice to Appear
☒ Adult
☐ Juvenile

Court Case
Number:

Page # 7 of 2

Defendant Name: <u>Jenkins, Belinda</u>		Agency Case Number: <u>A22-C04676</u>	
CHARGES	DOMESTIC VIOLENCE? YES ☐	Attachments: Affidavit(s) ☐ Statement(s) ☐ NTA Schedule ☐ Report ☐ Traffic Infraction(s) ☐	Total Charges: <u>2</u>
#4	Charge: <u>Fail to Spray/Weater</u>	FEL ☐ MISD ☐ ORD ☒	FS/ORD: <u>14-58</u> Citation No: <u>Bond: 35-</u>
#5	Charge: <u>Hobby Breeder</u>	FEL ☐ MISD ☐ ORD ☒	FS/ORD: <u>14-56</u> Citation No: <u>Bond: 35</u>
#	Charge:	FEL ☐ MISD ☐ ORD ☐	FS/ORD: Citation No: Bond:

See Page 1

Sworn to and subscribed before me, the undersigned this _____ day of _____	I swear/affirm the above statements are correct and true.	Right thumb
Name: _____		
Notary Public ☐ Law Enforcement Officer ☐ Personally Known ☐ Produced Identification ☐	OFFICER'S/COMPLAINANT'S SIGNATURE	
Type of Identification:	NAME(PRINTED)	ID NUMBER

7th. Judicial Circuit 707
Charging Affidavit - Volusia

Arrest # _____

Bk # _____

Pg #1 of ____

ARREST ☐ NOTICE TO APPEAR ☒ AFFIDAVIT ☒ C.C. ☐		ADULT ☒ JUVENILE ☐		Court Case Number: _____	
(ORI) FL: 1641 800		Agency Name: Volusia County Animal Services		Agency Case Number: A22-004676	
FCIC/NCIC Check? Yes ☐ No ☒		OBTS# _____		UCR: _____ Date Arrested: _____	
ADDRESS OF ARREST: _____		Arrested By: Moriarty		ID Number: 7817	
DEFENDANT Name (L,F,M): Jenkins, Belinda		A.K.A.: _____		Sex: F Race: W	
DOB: _____		State: F		Year Expires: 2030 S.S. #: _____	
Height: _____ Weight: _____		Hair: _____ Eyes: _____		POB (City, St, Country): _____	
Scars, Marks, Tattoos: _____		Business & Occupation: _____		Statement: Yes ☐ No ☐ Citizenship: Yes ☐ No ☐	
Probation: Yes ☐ No ☐		Sexual Predator: Yes ☐ No ☐		English: Yes ☐ No ☐	
Address-Home/Permanent: _____		Address-Local: _____		Address-Other(Employer/School): _____	
Address-Home/Permanent (STREET, APT. NUMBER) _____		Address-Local (STREET, APT. NUMBER) _____		Address-Other(Employer/School) (STREET, APT. NUMBER) _____	
Address-Home/Permanent (CITY) _____		Address-Local (CITY) _____		Address-Other(Employer/School) (CITY) _____	
Address-Home/Permanent (STATE) _____		Address-Local (STATE) _____		Address-Other(Employer/School) (STATE) _____	
Address-Home/Permanent (ZIPCODE) _____		Address-Local (ZIPCODE) _____		Address-Other(Employer/School) (ZIPCODE) _____	
Address-Home/Permanent (BUS/SCHOOL PHONE) _____		Address-Local (BUS/SCHOOL PHONE) _____		Address-Other(Employer/School) (BUS/SCHOOL PHONE) _____	
CHARGES		DOMESTIC VIOLENCE? YES ☐		Attachments: Affidavit(s) ☐ Statement(s) ☐ NTA Schedule ☐ Report ☐ Traffic Infraction(s) ☐ DUI ☐	
#1 Charge: fail to restrain		FEL ☐ MISD ☐ ORD ☒		FS/ORD: 14-46 Citation No.: _____ Bond: 500	
#2 Charge: fail to restrain		FEL ☐ MISD ☐ ORD ☒		FS/ORD: 14-46 Citation No.: _____ Bond: 500	
#3 Charge: _____		FEL ☐ MISD ☐ ORD ☐		FS/ORD: _____ Citation No.: _____ Bond: _____	
CO-DEFENDANT		Co-Def #1. Arrested? Y ☐ N ☐ Fel ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐		Co-Def #2. Arrested? Y ☐ N ☐ Fel. ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐	
#1 NAME(L,F,M): _____		Race: _____ Sex: _____		DOB: _____ Age: _____	
#2 NAME(L,F,M): _____		Race: _____ Sex: _____		DOB: _____ Age: _____	
NARRATIVE		The undersigned certifies and swears that there is probable cause to believe the above named defendant, on the 4th day of April, 2022, at approximately 12:30 p.m. at _____ within _____ county, violated the law and did then and there:			
Violated Chapter 14, Section 14-46 by failing to restrain your Adult Female White/Grey Foodle type dog and your black/white & brown Adult Female Australian Shepherd type dog while off your property					
Information Given in Affidavits					
NOTICE TO APPEAR		MANDATORY APPEARANCE ☒		YOU NEED NOT APPEAR IN COURT BUT MUST COMPLY WITH INSTRUCTIONS ON THE REVERSE SIDE OF YOUR COPY ☐	
I AGREE TO APPEAR IN COURT HEREIN TO ANSWER THE OFFENSE CHARGED OR TO PAY THE FINE INDICATED. I UNDERSTAND THAT SHOULD I WILLFULLY FAIL TO APPEAR BEFORE THE COURT AS REQUIRED, OR PAY THE LISTED FINE, I MAY BE HELD IN CONTEMPT OF COURT AND A WARRANT FOR MY ARREST WILL BE ISSUED.		FINE, AND COSTS AMOUNT: _____		CITATION No. _____	
mailed certified		SIGNATURE OF JUVENILE PARENT OR CUSTODIAN		Juve Disp. _____	
7019 2280 0000 4869 0374		RELATIONSHIP TO JUVENILE		CITATION No. _____	
SIGNATURE OF DEFENDANT		DATE 5/4/22		I swear/affirm the above statements are correct and true.	
Sworn to and subscribed before me, the undersigned This _____ day of _____, _____.		NAME: _____		OFFICER/COMPLAINANT'S SIGNATURE	
Notary Public ☐ Law Enforcement or Corrections Officer ☐ Personally Known ☐ Produced Identification ☐ Type of Identification: _____		NAME(PRINTED) Toni Moriarty		ID NUMBER 7817	
OFFICIAL USE ONLY		Inmate Number & facility: _____		2022 MAY -6 AM 11:32	

PS-0272

707 - COURT COPY

VCISO 120898.001 (Rev. 12/07)

7th. Judicial Circuit 707
Charging Affidavit - Volusia

Arrest # _____

Bk # _____

Pg #1 of _____

ARREST ☐ NOTICE TO APPEAR ☐ AFFIDAVIT ☒ C.C. ☐		ADULT ☒ JUVENILE ☐		Court Case Number: 2022 300059 FMO3	
(ORI) FL: 641800		Agency Name: Volusia County Animal Services		Agency Case Number: A22-004438	
FCIC/CNIC Check? Yes ☐ No ☒		OBTS#		UCR:	Date Arrested: 3/29/22
ADDRESS OF ARREST: [REDACTED]		Arrested By: Moriarty		Time of Arrest: 10 ^{am}	
DEFENDANT		Name (L,P,M): Jenkins, Belinda		A.K.A.:	ID Number: 7817
DOB: [REDACTED]	Age:	Driver ID #: [REDACTED]	State: FL	Year Expires: 2030	S.S. #:
Height:	Weight:	Hair:	Eyes:	POB (City, St, Country):	Statement: Yes ☐ No ☐
Scars, Marks, Tattoos:		Business & Occupation:		Citizenship: Yes ☐ No ☐	
Probation: Yes ☐ No ☐		Sexual Predator: Yes ☐ No ☐		English: Yes ☐ No ☐	
Address-Mailing/Permanent: [REDACTED]		(STREET, APT. NUMBER)		(CITY)	(STATE) ZIPCODE RESIDENCE PHONE
Address-Local: [REDACTED]		(STREET, APT. NUMBER)		(CITY)	(STATE) ZIPCODE RESIDENCE PHONE
Address-Other(Employer/School): [REDACTED]		(STREET, APT. NUMBER)		(CITY)	(STATE) ZIPCODE BUS/SCHOOL PHONE
CHARGES		DOMESTIC VIOLENCE? YES ☐		Attachments: Affidavit(s) ☐ Statement(s) ☐ NTA Schedule ☐ Report ☐ Traffic Infraction(s) ☐ DUI ☐ Total Charges: 2	
#1	Charge: Nuisance Animals	FEL ☐ MISD ☐ ORD ☒	FS/ORD: 14-48/14-32	Citation No.:	Bond: 55-
#2	Charge: fail to restrain	FEL ☐ MISD ☐ ORD ☒	FS/ORD: 14-45	Citation No.:	Bond: 55-
#3	Charge:	FEL ☐ MISD ☐ ORD ☐	FS/ORD:	Citation No.:	Bond:
CO-DEFENDANT		Co-Def #1. Arrested? Y ☐ N ☐ Fel ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐		Co-Def #2. Arrested? Y ☐ N ☐ Fel. ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐	
#1 NAME(L,P,M):		Race:		Sex:	DOB:
#2 NAME(L,P,M):		Race:		Sex:	DOB:
NARRATIVE		The undersigned certifies and swears that there is probable cause to believe the above named defendant, on the 1st day of March, 2022, at approximately 10:15 a.m. ☒ p.m. at [REDACTED] within [REDACTED] County, violated the law and did then and there:			
Violated Chapter 14, Section 14-45 by failing to restrain your Gray/white Beagle type dog named "Lucy" while on your Property. This officer observed same dog unrestrained in the driveway - no owner home.					
Violated Chapter 14, Section 14-48 (Nuisance Animals) see definition. by Allowing Several adult dogs and several Puppies to bark excessively or make prolonged and disturbing noises interfering with the peace and quietude of neighboring Properties - This information given in Affidavit					
NOTICE TO APPEAR		MANDATORY APPEARANCE ☐		YOU NEED NOT APPEAR IN COURT BUT MUST COMPLY WITH INSTRUCTIONS ON THE REVERSE SIDE OF YOUR COPY ☒	
I AGREE TO APPEAR IN COURT HEREIN TO ANSWER THE OFFENSE CHARGED OR TO PAY THE FINE INDICATED. I UNDERSTAND THAT SHOULD I WILLFULLY FAIL TO APPEAR BEFORE THE COURT AS REQUIRED, OR PAY THE LISTED FINE, I MAY BE HELD IN CONTEMPT OF COURT AND A WARRANT FOR MY ARREST WILL BE ISSUED.		FINE, AND COSTS AMOUNT: \$ 110.00			
Mailed Certified 3/29/22		SIGNATURE OF JUVENILE PARENT OR CUSTODIAN		Juve Disp.	CITATION No.
SIGNATURE OF DEFENDANT		DATE		RELATIONSHIP TO JUVENILE	
Sworn to and subscribed before me, the undersigned This ____ day of _____, ____.		I swear/affirm the above statements are correct and true.			
Name:		OFFICER'S/COMPLAINANT'S SIGNATURE			
Notary Public ☐ Law Enforcement or Corrections Officer ☐ Personally Known ☐ Produced Identification ☐ Type of Identification:		NAME(PRINTED)		ID NUMBER	
OFFICIAL USE ONLY		Inmate Number & facility:			

Witness/Victim/Evidence Form 707-A

☐ Arrest
☒ Affidavit
☐ Notice to Appear

☒ Adult
☐ Juvenile

Court Case
Number:

Pg # of

Defendant Name: Jenkins, Relinda		Agency Case Number: A22-004438	
Name (L,F,M): AARONSON, DR Hadassah	Vic ☐ Wit ☒	Race: W	Sex: M ☐ F ☒
Address (#, Street, City, State): [REDACTED]	Zip: [REDACTED]	Age: 62	DOB: 6-23-59
Bus./School Address:	Relative/Contact Address:	Statement: Yes ☐ No ☐	
Relative/Contact Name:	Relative/Contact Address:	Bus. Phone:	
Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: M ☐ F ☐
Address (#, Street, City, State):	Zip:	Age:	DOB:
Bus./School Address:	Relative/Contact Address:	Statement: Yes ☐ No ☐	
Relative/Contact Name:	Relative/Contact Address:	Bus. Phone:	
Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: M ☐ F ☐
Address (#, Street, City, State):	Zip:	Age:	DOB:
Bus./School Address:	Relative/Contact Address:	Statement: Yes ☐ No ☐	
Relative/Contact Name:	Relative/Contact Address:	Bus. Phone:	
Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: M ☐ F ☐
Address (#, Street, City, State):	Zip:	Age:	DOB:
Bus./School Address:	Relative/Contact Address:	Statement: Yes ☐ No ☐	
Relative/Contact Name:	Relative/Contact Address:	Bus. Phone:	
Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: M ☐ F ☐
Address (#, Street, City, State):	Zip:	Age:	DOB:
Bus./School Address:	Relative/Contact Address:	Statement: Yes ☐ No ☐	
Relative/Contact Name:	Relative/Contact Address:	Bus. Phone:	
Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: M ☐ F ☐
Address (#, Street, City, State):	Zip:	Age:	DOB:
Bus./School Address:	Relative/Contact Address:	Statement: Yes ☐ No ☐	
Relative/Contact Name:	Relative/Contact Address:	Bus. Phone:	

EVIDENCE COLLECTED			
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Owner(Name) (Address)		(Phone)	Value
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Owner(Name) (Address)		(Phone)	Value
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount

I certify that the foregoing is a complete list of witnesses/victims & evidence known to me.

T. Moriarty
Investigating Officer

7817
ID Number

VCAS
Agency

PS-0273

707-A - COURT COPY

VCISO 120898.002 (Rev. 12/07)

7th. Judicial Circuit 707
Charging Affidavit - Volusia

Arrest # _____

Bk # _____

Pg #1 of _____

ARREST ☐ NOTICE TO APPEAR ☐ AFFIDAVIT ☒ C.C. ☐		ADULT ☒ JUVENILE ☐		Court Case Number: 2022 300058 IN08	
(ORI) FL: 641800		Agency Name: Volusia County Animal Services		Agency Case Number: A22-004564	
FCIC/NCIC Check? Yes ☐ No ☒		OBTS#		UCR:	Date Arrested: 3/29/22
ADDRESS OF ARREST: [REDACTED]		Arrested By: MORIARTY		Time of Arrest: 1600 AM	
DEFENDANT Name (L,F,M): Jenkins, Belinda		A.K.A.:		ID Number: 7817	Sex: F Race: W
DOB: [REDACTED]	Age: [REDACTED]	State: [REDACTED]	Year Expires: 2030	S.S. #:	
Height:	Weight:	Hair:	Eyes:	POB (City, St, Country)	Statement: Yes ☐ No ☐
Scars, Marks, Tattoos:		Business & Occupation:		Citizenship: Yes ☐ No ☐	
Probation: Yes ☐ No ☐		Sexual Predator: Yes ☐ No ☐		English: Yes ☐ No ☐	
Deaf/Mute: Yes ☐ No ☐		Address-Home (STREET, APT. NUMBER)		CITY (STATE) ZIPCODE RESIDENCE PHONE	
Address-Other(Employer/School)		(STREET, APT. NUMBER)		(CITY) (STATE) ZIPCODE BUS/SCHOOL PHONE	
CHARGES		DOMESTIC VIOLENCE? YES ☐		Attachments: Affidavit(s) ☐ Statement(s) ☐ NTA Schedule ☐ Report ☐ Traffic Infraction(s) ☐ DUI ☐ Total Charges: 4	
#1	Charge: fail to restrain	FEL ☐ MISD ☐ ORD ☒	FS/ORD: 14-46	Citation No.:	Bond: 140
#2	Charge: fail to restrain	FEL ☐ MISD ☐ ORD ☒	FS/ORD: 14-46	Citation No.:	Bond: 55
#3	Charge: fail to Spay/Neuter	FEL ☐ MISD ☐ ORD ☒	FS/ORD: 14-58	Citation No.:	Bond: 55
CO-DEFENDANT Co-Def #1. Arrested? Y ☐ N ☐ Fel ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐ Co-Def #2. Arrested? Y ☐ N ☐ Fel. ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐					
#1 NAME(L,F,M):		Race:		Sex:	DOB: Age:
#2 NAME(L,F,M):		Race:		Sex:	DOB: Age:
NARRATIVE The undersigned certifies and swears that there is probable cause to believe the above named defendant, on the 20th day of March, 2022, at approximately 2:30 p.m. at [REDACTED] within [REDACTED] County, violated the law and did then and there: Violated Chapter 14, Section 14-46 by failing to restrain your white/grayoodle type dog named "Lory" and your black/white mixed breed dog while off your property. Violated Chapter 14, Section 14-58 by failing to Spay/Neuter same dogs or provide proof of unaltered permits. Unrestrained information given in Affidavit Along with Pictures - Numerous Complaints					
NOTICE TO APPEAR		MANDATORY APPEARANCE ☐		YOU NEED NOT APPEAR IN COURT BUT MUST COMPLY WITH INSTRUCTIONS ON THE REVERSE SIDE OF YOUR COPY ☒	
I AGREE TO APPEAR IN COURT HEREIN TO ANSWER THE OFFENSE CHARGED OR TO PAY THE FINE INDICATED. I UNDERSTAND THAT SHOULD I WILLFULLY FAIL TO APPEAR BEFORE THE COURT AS REQUIRED, OR PAY THE LISTED FINE, I MAY BE HELD IN CONTEMPT OF COURT AND A WARRANT FOR MY ARREST WILL BE ISSUED.		FINE, AND COSTS AMOUNT: \$275.00			
SIGNATURE OF DEFENDANT: [Signature]		DATE: 3/29/22		SIGNATURE OF JUVENILE PARENT OR CUSTODIAN: [Signature]	
Sworn to and subscribed before me, the undersigned This _____ day of _____, _____.		I swear/affirm the above statements are correct and true.		RELATIONSHIP TO JUVENILE: [Signature]	
Name: _____		OFFICER'S COMPLAINTANT'S SIGNATURE: [Signature]		CITATION No.:	
Notary Public ☐ Law Enforcement or Corrections Officer ☐ Personally Known ☐ Produced Identification ☐ Type of Identification: _____		NAME(PRINTED): Toni Moriarty		ID NUMBER: 7817	
OFFICIAL USE ONLY		Inmate Number & facility:		Juv. Disp. CITATION No. 7817	

**Narrative 707-B
Supplement**

☐ Arrest
☒ Affidavit
☐ Notice to Appear

☒ Adult
☐ Juvenile

Court Case
Number:

Page # 2 of 2

Defendant Name: Jenkins, Belinda

Agency Case Number: A22-004564

CHARGES		DOMESTIC VIOLENCE?	YES	Attachments: Affidavit(s)	Statement(s)	NTA Schedule	Report	Traffic Infraction(s)	Total Charges:
#4	Charge: <u>Fail to Stop / Newton</u>							FS/ORD: <u>14.58</u>	Citation No: <u>35-</u>
#	Charge:							FS/ORD:	Citation No:
#	Charge:							FS/ORD:	Citation No:

See Page 1

Sworn to and subscribed before me, the undersigned
this _____ day of _____

Name:

Notary Public ☐ Law Enforcement Officer ☐
Personally Known ☐ Produced Identification ☐

Type of Identification:

I swear/affirm the above statements are correct and true.

T. Moriarty

OFFICER'S/COMPLAINANT'S SIGNATURE

NAME(PRINTED)

Toni Moriarty

ID NUMBER

7817

Right thumb

Witness/Victim/Evidence Form 707-A

☐ Arrest
☒ Affidavit
☐ Notice to Appear

☒ Adult
☐ Juvenile

Court Case
Number:

Pg #3 of 3

Defendant Name: <u>Jenkins, Belinda</u>		Agency Case Number: <u>A22-004564</u>	
Name (L,F,M): <u>Gardner, Michael</u>	Vic ☐ Wit ☒	Race: <u>W</u>	Sex: <u>M</u> ☐ <u>F</u> ☐
Address (#, Street, City, State): <u>[REDACTED]</u>		Zip: <u>[REDACTED]</u>	Home Phone: <u>[REDACTED]</u>
Bus/School Address: <u>[REDACTED]</u>		Zip: <u>[REDACTED]</u>	Statement: Yes ☐ No ☐
Relative/Contact Name: <u>[REDACTED]</u>		Relative/Contact Address: <u>[REDACTED]</u>	Phone: <u>[REDACTED]</u>

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: ☐ M ☐ F ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):			Zip:	Home Phone:		Statement: Yes ☐ No ☐
Bus/School Address:			Zip:	Bus. Phone:		
Relative/Contact Name:			Relative/Contact Address:	Phone:		

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: ☐ M ☐ F ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):			Zip:	Home Phone:		Statement: Yes ☐ No ☐
Bus/School Address:			Zip:	Bus. Phone:		
Relative/Contact Name:			Relative/Contact Address:	Phone:		

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: ☐ M ☐ F ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):			Zip:	Home Phone:		Statement: Yes ☐ No ☐
Bus/School Address:			Zip:	Bus. Phone:		
Relative/Contact Name:			Relative/Contact Address:	Phone:		

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: ☐ M ☐ F ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):			Zip:	Home Phone:		Statement: Yes ☐ No ☐
Bus/School Address:			Zip:	Bus. Phone:		
Relative/Contact Name:			Relative/Contact Address:	Phone:		

Name (L,F,M):	Vic ☐ Wit ☐	Race:	Sex: ☐ M ☐ F ☐	Age:	DOB:	SSN:
Address (#, Street, City, State):			Zip:	Home Phone:		Statement: Yes ☐ No ☐
Bus/School Address:			Zip:	Bus. Phone:		
Relative/Contact Name:			Relative/Contact Address:	Phone:		

EVIDENCE COLLECTED

Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Owner(Name) (Address) (Phone)			Value
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Owner(Name) (Address) (Phone)			Value
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount

I certify that the foregoing is a complete list of witnesses/victims & evidence known to me.

T. Moriarty
Investigating Officer

7817
ID Number

VCAS
Agency

PS-0273

707-A - COURT COPY

VCSS 120898.002 (Rev. 12/07)

7th. Judicial Circuit 707
Charging Affidavit - Volusia

Arrest # _____

Bk # _____

Pg #1 of _____

ARREST ☐ NOTICE TO APPEAR ☐ AFFIDAVIT ☐ C.C. ☐		ADULT ☒ JUVENILE ☐		Court Case Number: <u>21-30167 JIN</u>	
(ORI) FL: <u>6411800</u>		Name: <u>Volusia County Animal Services</u>		Agency Number: <u>A21-003473</u>	
FCIC/NCIC Check? Yes ☐ No ☒		OBTS# _____		UCR: _____	Date Arrested: <u>9/23/21</u>
ADDRESS OF ARREST: _____		Arrested By: <u>MORIARTY</u>		ID Number: <u>7817</u>	Time of Arrest: <u>3 pm</u>
DEFENDANT		Name (L,F,M): <u>Jenkins, Belinda</u>		A.K.A.: _____	Sex: <u>F</u> Race: _____
DO: _____	Age: <u>56</u>	Driver ID No. _____	State: <u>F</u>	Year Expires: <u>0080</u>	S.S. #: _____
Height: _____	Weight: _____	Hair: _____	Eyes: _____	POB (City, St, Country) _____	Statement: Yes ☐ No ☐
Scars, Marks, Tattoos: _____		Business & Occupation: _____		Citizenship: Yes ☐ No ☐	
Probation: Yes ☐ No ☐		Sexual Predator: Yes ☐ No ☐		English: Yes ☐ No ☐	
Deaf/Mute: Yes ☐ No ☐					
Address-Mailing/Permanent (STREET, APT. NUMBER) _____ (STATE) _____		ZIPCODE _____		RESIDENCE PHONE _____	
Address-Local (STREET, APT. NUMBER) _____ (CITY) _____ (STATE) _____		ZIPCODE _____		RESIDENCE PHONE _____	
Address-Other(Employer/School) (STREET, APT. NUMBER) _____ (CITY) _____ (STATE) _____		ZIPCODE _____		BUS/SCHOOL PHONE _____	
CHARGES		DOMESTIC VIOLENCE? YES ☐		Attachments: Affidavit(s) ☐ Statement(s) ☐ NTA Schedule ☐ Report ☐ Traffic Infraction(s) ☐ DUI ☐ Total Charges: <u>1</u>	
#1	Charge: <u>Fail to Restrain</u>	FEL ☐ MISD ☐ ORD ☒	FS/ORD: <u>14-46</u>	Citation No.: _____	Bond: <u>110</u>
#2	Charge: _____	FEL ☐ MISD ☐ ORD ☐	FS/ORD: _____	Citation No.: _____	Bond: _____
#3	Charge: _____	FEL ☐ MISD ☐ ORD ☐	FS/ORD: _____	Citation No.: _____	Bond: _____
CO-DEFENDANT		Co-Def #1. Arrested? Y ☐ N ☐ Fel ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐		Co-Def #2. Arrested? Y ☐ N ☐ Fel ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐	
#1 NAME(L,F,M): _____		Race: _____ Sex: _____		DOB: _____ Age: _____	
#2 NAME(L,F,M): _____		Race: _____ Sex: _____		DOB: _____ Age: _____	
NARRATIVE					
The undersigned certifies and swears that there is probable cause to believe the above named defendant, on the <u>19th</u> day of <u>September</u> , <u>2021</u> , at approximately <u>10 AM</u> <u>a.m.</u> ☐ p.m. at <u>[redacted]</u> within <u>[redacted]</u> County, violated the law and did then and there:					
<u>Violated Chapter 14, Section 14-46 by failing to restrain Yamen white, Female Adult Poodle type dog named "Georgie" while off Yamen property -</u>					
<u>Information given in an Affidavit And Photos (Second Offense)</u>					
NOTICE TO APPEAR		MANDATORY APPEARANCE ☐		YOU NEED NOT APPEAR IN COURT BUT MUST COMPLY WITH INSTRUCTIONS ON THE REVERSE SIDE OF YOUR COPY ☒	
				FINE, AND COSTS AMOUNT: <u>\$ 110.00</u>	
I AGREE TO APPEAR IN COURT HEREIN TO ANSWER THE OFFENSE CHARGED OR TO PAY THE FINE INDICATED. I UNDERSTAND THAT SHOULD I WILLFULLY FAIL TO APPEAR BEFORE THE COURT AS REQUIRED, OR PAY THE LISTED FINE, I MAY BE HELD IN CONTEMPT OF COURT AND A WARRANT FOR MY ARREST WILL BE ISSUED.					
SIGNATURE OF DEFENDANT: _____		DATE: <u>9/23/21</u>		SIGNATURE OF JUVENILE PARENT OR CUSTODIAN _____	
Sworn to and subscribed before me this _____ day of _____		I swear/affirm the above statements are correct and true.		Juve Disp. CITATION No. _____	
Name: <u>Judi B. [redacted]</u>		OFFICER'S/COMPLAINANT'S SIGNATURE: <u>[redacted]</u>		NAME (PRINTED) _____ ID NUMBER _____	
Notary Public ☐ Law Enforcement or Correctional Officer ☐ Personally Known ☐ Produced Identification ☐ Type of Identification: _____		MY COMMISSION EXPIRES: <u>March 12, 2023</u>		Public Underwriters	
OFFICIAL USE ONLY		Mileage Number & facility: _____		FILED 2021 OCT-1 PM 1:24	

Witness/Victim/Evidence Form 707-A

☐ Arrest
☒ Affidavit
☐ Notice to Appear

☒ Adult
☐ Juvenile

Court Case
Number:

Pg # 2 of 2

Defendant Name: Jenkins, Belinda		Agency Case Number: AZ1-003473	
Name (L,F,M): GARDNER, Michael	Vic ☐ Wit ☒	Race: W	Sex: M ☐ F ☐
Address (#, Street, City, State): [REDACTED]		Age: 74	DOB: 10/21/40
Bus./School Address:		Home Phone:	Statement: Yes ☐ No ☐
Relative/Contact Name:		Relative/Contact Address:	Bus. Phone:
Name (L,F,M):		Vic ☐ Wit ☐	Race:
Address (#, Street, City, State):		Sex: M ☐ F ☐	Age: DOB: SSN:
Bus./School Address:		Zip:	Home Phone:
Relative/Contact Name:		Relative/Contact Address:	Bus. Phone:
Name (L,F,M):		Vic ☐ Wit ☐	Race:
Address (#, Street, City, State):		Sex: M ☐ F ☐	Age: DOB: SSN:
Bus./School Address:		Zip:	Home Phone:
Relative/Contact Name:		Relative/Contact Address:	Bus. Phone:
Name (L,F,M):		Vic ☐ Wit ☐	Race:
Address (#, Street, City, State):		Sex: M ☐ F ☐	Age: DOB: SSN:
Bus./School Address:		Zip:	Home Phone:
Relative/Contact Name:		Relative/Contact Address:	Bus. Phone:
Name (L,F,M):		Vic ☐ Wit ☐	Race:
Address (#, Street, City, State):		Sex: M ☐ F ☐	Age: DOB: SSN:
Bus./School Address:		Zip:	Home Phone:
Relative/Contact Name:		Relative/Contact Address:	Bus. Phone:
Name (L,F,M):		Vic ☐ Wit ☐	Race:
Address (#, Street, City, State):		Sex: M ☐ F ☐	Age: DOB: SSN:
Bus./School Address:		Zip:	Home Phone:
Relative/Contact Name:		Relative/Contact Address:	Bus. Phone:
Name (L,F,M):		Vic ☐ Wit ☐	Race:
Address (#, Street, City, State):		Sex: M ☐ F ☐	Age: DOB: SSN:
Bus./School Address:		Zip:	Home Phone:
Relative/Contact Name:		Relative/Contact Address:	Bus. Phone:

EVIDENCE COLLECTED			
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Owner(Name): (Address):		(Phone):	Value
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Owner(Name): (Address):		(Phone):	Value
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount
Description of Evidence	Date Recovered	Model Serial/I.D. Number	Drug Amount

I certify that the foregoing is a complete list of witnesses/victims & evidence known to me.

Off. T. Moriarty 7817
Investigating Officer ID Number

VCAS
Agency

PS-0273

707-A - COURT COPY

VCISO 120898.002 (Rev. 12/07)

7th. Judicial Circuit 707
Charging Affidavit - Volusia

Arrest # _____

Bk # _____

Pg #1 of _____

ARREST ☐ NOTICE TO APPEAR ☐ AFFIDAVIT ☐ C.C. ☐		ADULT ☒ JUVENILE ☐		Court Case Number: 32-166-T-MD	
(ORI) FL: 641800		Agency Name: Volusia County Animal Svcs		Agency Case Number: 21-003417	
FCIC/NCIC Check? Yes ☐ No ☒		OBTS#		UCR: _____ Date Arrested: 9/9/21 Time of Arrest: _____	
ADDRESS OF ARREST: _____		Arrested By: S. Riggins		ID Number: 6789	
DEFENDANT Name (L,F,M): Jenkins, Belinda BLS nap		A.K.A.: _____		Sex: F Race: _____	
DOB: _____ Age: _____ Driver's Lic/ ID No.: _____		State: FL Year Expires: 2030		S.S. #: _____	
Height: _____ Weight: _____ Hair: _____ Eyes: _____		POB (City, St, Country): _____		Statement: Yes ☐ No ☐	
Scars, Marks, Tattoos: _____		Business & Occupation: _____		Citizenship: Yes ☐ No ☐	
Probation: Yes ☐ No ☐		Sexual Predator: Yes ☐ No ☐		English: Yes ☐ No ☐	
Address-Mailing/Permanent (STREET, APT. NUMBER) (CITY) (STATE) ZIPCODE RESIDENCE PHONE		Same (CITY) (STATE) ZIPCODE RESIDENCE PHONE			
Address-Local (STREET, APT. NUMBER) (CITY) (STATE) ZIPCODE RESIDENCE PHONE		(CITY) (STATE) ZIPCODE RESIDENCE PHONE			
Address-Other(Employer/School) (STREET, APT. NUMBER) (CITY) (STATE) ZIPCODE BUS/SCHOOL PHONE		(CITY) (STATE) ZIPCODE BUS/SCHOOL PHONE			
CHARGES		DOMESTIC VIOLENCE? YES ☐		Attachments: Affidavit(s) ☐ Statement(s) ☐ NTA Schedule ☐ Report ☐ Traffic Infraction(s) ☐ DUI ☐ Total Charges: 3	
#1	Charge: Failure to Restrain	FEL ☐ MISD ☐ ORD ☒	FS/ORD: 14-46	Citation No.: _____	Bond: \$55
#2	Charge: Failure to Restrain	FEL ☐ MISD ☐ ORD ☒	FS/ORD: 14-46	Citation No.: _____	Bond: \$55
#3	Charge: Failure to Spay/Neuter	FEL ☐ MISD ☐ ORD ☒	FS/ORD: 14-59	Citation No.: _____	Bond: \$55
CO-DEFENDANT		Co-Def #1. Arrested? Y ☐ N ☐ Fel ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐		Co-Def #2. Arrested? Y ☐ N ☐ Fel ☐ Misd. ☐ Traf. ☐ Ord. ☐ NTA ☐	
#1 NAME(L,F,M): _____		Race: _____ Sex: _____ DOB: _____ Age: _____		Race: _____ Sex: _____ DOB: _____ Age: _____	
#2 NAME(L,F,M): _____		Race: _____ Sex: _____ DOB: _____ Age: _____		Race: _____ Sex: _____ DOB: _____ Age: _____	
NARRATIVE					
The undersigned certifies and swears that there is probable cause to believe the above named defendant, on the 9th day of September, 2021, at approximately 6:35 a.m. ☒ a.m. ☐ p.m. at _____ within _____ County, violated the law and did then and there:					
① Failed to Restrain your dog witnessed off property by this officer					
② Failed to Restrain your dog Macie witnessed off property by this officer.					
③ Failed to have your dog Neutered after moving within Volusia County.					
NOTICE TO APPEAR		MANDATORY APPEARANCE ☐		YOU NEED NOT APPEAR IN COURT BUT MUST COMPLY WITH INSTRUCTIONS ON THE REVERSE SIDE OF YOUR COPY ☒	
I AGREE TO APPEAR IN COURT HEREIN TO ANSWER THE OFFENSE CHARGED OR TO PAY THE FINE INDICATED. I UNDERSTAND THAT SHOULD I WILLFULLY FAIL TO APPEAR BEFORE THE COURT AS REQUIRED, OR PAY THE LISTED FINE, I MAY BE HELD IN CONTEMPT OF COURT AND A WARRANT FOR MY ARREST WILL BE ISSUED.		FINE, AND COSTS AMOUNT: \$165.00			
SIGNATURE OF DEFENDANT: Belinda Jenkins		DATE: 9/9/21		Juve Disp. CITATION No. _____	
SIGNATURE OF JUVENILE PARENT OR CUSTODIAN: _____		RELATIONSHIP TO JUVENILE: _____		_____	
Sworn to and subscribed before me on this 15th day of September, 2021, at _____, Volusia County, Florida. Notary Public, Comm# HH128450, Expires 5/30/2025		I swear/affirm the above statements are correct and true.		OFFICIAL COMPLAINT'S SIGNATURE: S. Riggins ID NUMBER: 6789	
Notary (Public) ☒ Law Enforcement or Corrections Officer ☐ Personally Known ☐ Produced Identification ☐ Type of Identification: _____		NAME (PRINTED): S. Riggins		ID NUMBER: 6789	
OFFICIAL USE ONLY		Inmate Number & facility: _____		_____	



CITY COUNCIL AGENDA MEMORANDUM OCTOBER 25, 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: Resolution 2022-11: A Resolution To Allow Certain Temporary Signs For Businesses As A Result Of Hurricane Ian

SYNOPSIS:

The City of Daytona Beach Shores sustained widespread impacts on September 28 and September 29 as a result of Hurricane Ian. Impacts of the storm range from minor to major, including, but not limited to, damage to identification signs at local businesses. Considering the importance of streetside identification to the success of a business and the current economic climate regarding the supply chain and high demand for contractors due to the widespread impact of Hurricane Ian, at its October 11 City Council meeting, the City Council supported the establishment of temporary signage for businesses. Therefore, if approved, Resolution 2022-11 (attached) would authorize temporary signage for businesses that have damage to their permitted wall or freestanding identification sign as a direct result of damage incurred from Hurricane Ian. Highlights of the resolution include the following:

1. A business may have one (1) temporary sign replace one (1) damaged nonfunctional freestanding sign;
2. A business may have one (1) temporary sign replace one (1) damaged nonfunctional wall sign;
3. The total number of temporary signs for a business shall not exceed two (2);
4. Temporary signage shall only consist of a banner and/or portable A-frame sign;
5. All temporary signage shall be consistent with the dimensional and other requirements of the LDC, provided however, portable A-frame signs shall not exceed sixteen square feet per side; and
6. This authorization is for 180 days.

If subsequent to the expiration of the authorization period a business seeks to continue the use of temporary signage, the owner may apply to the city for temporary signage as prescribed by the City's LDC (**Exhibit A**).

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Approval.

SUGGESTED MOTION:

I move to approve Resolution 2022-11 as presented.

- ATTACHMENT:**
1. Res 2022-11-Temporary Signage-Hurricane Ian-10-14-22
 2. Exhibit A - Temporary Signage Already Permitted

RESOLUTION NO. 2022-11

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA RELATED TO TEMPORARY SIGNAGE AS A RESULT OF THE IMPACTS OF HURRICANE IAN; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A DURATION; PROVIDING FOR A SAVINGS PROVISION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on September 23, 2022, the Governor issued **Executive Order 22-218** to declare a state of emergency for all counties in the state of Florida, including Volusia County, due to the impending effects of Hurricane Ian; and

WHEREAS, on September 24, 2022, the Governor issued **Executive Order 22-219**, amending **Executive Order 22-218**; and

WHEREAS, on September 27, 2022, the City Manager of the City of Daytona Beach Shores issued a **Declaration of Local Emergency** for Hurricane Ian, consistent with Section 2-9(b) of the Charter of the City of Daytona Beach Shores; and

WHEREAS, Hurricane Ian struck the City of Daytona Beach Shores on September 28 and September 29; and

WHEREAS, on September 29, 2022 the President of the United States declared a major disaster for the State of Florida as a result of Hurricane Ian, which was noticed in the Federal Register as FEMA-4673-DR; and

WHEREAS, Hurricane Ian has passed and recovery efforts have begun in the City of Daytona Beach Shores;

WHEREAS, the City of Council of the City of Daytona Beach Shores finds that it is in the best interest of the businesses, citizens and visitors of the city to allow certain temporary signage due to the impacts of Hurricane Ian; and

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

SECTION ONE. RECITALS. The “WHEREAS” clauses are hereby incorporated by reference herein.

SECTION TWO. The City Council of the City of Daytona Beach Shores hereby authorizes temporary signage for businesses that have damage to their permanent on site sign as a direct result of Hurricane Ian as follows:

- A business may have one (1) temporary sign replace one (1) damaged nonfunctional freestanding sign
- A business may have one (1) temporary sign replace one (1) damaged nonfunctional wall sign
- The total number of temporary signage for a business shall not exceed two (2)
- Temporary signage shall only consist of a banner and/or portable A-frame sign
- All temporary signage shall be consistent with the dimensional and other requirements of the Land Development Code, provided however, portable A-frame signs shall not exceed sixteen square feet per side

SECTION THREE. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions.

SECTION FOUR. DURATION. This authorization granted herein shall expire 180 days subsequent to the effective date of this resolution.

SECTION FIVE. SAVINGS. The prior actions of the City of Daytona Beach Shores relating to temporary signs, as well as any and all related actions and activities, are hereby ratified and affirmed.

SECTION SIX. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION SEVEN. SEVERABILITY. If any Section or portions of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION EIGHT. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption and may be extended as provided herein.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy Miller, Mayor

ATTEST:

By: _____
Kurt Swartlander, City Manager

Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
John Cary, City Attorney

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

Posted this _____ day of _____, 2022.

PROMOTIONAL SIGNAGE PERMITTED FOR NEW & EXISTING BUSINESSES

Portable

- One portable sign permitted
- 30-day period
- Once/year
- Only one/plaza at a time
- Includes A-frame & sandwich signs

Banner

- One banner permitted
- 32 sf max
- 30 days max
- 4 times/yr.
- Includes feather & traditional banner signs

TPA

- 2 banners & 1 temporary promotional accessory permitted (e.g. flag, A-frame sign, inflatable feature)
- Up to 21 days/yr.
- Banners 32 sf max