



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING DECEMBER 13, 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 Commission Meeting Hall. Any such violation shall subject the offender, upon conviction thereof, to a fine and/or imprisonment as prescribed by Section 1-8.

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
 - A. Proclamation for Volunteer of the Year
 - B. Proclamation for County Councilmember Billie Wheeler
- 6. APPROVAL OF MINUTES**
 - A. City Council Minutes November 7, 2022

- B. City Commission Minutes November 15, 2022

7. CONSENT AGENDA:

- A. October Public Safety report
- B. Walmart Opioid Settlement Document for approval
- C. Community Services Department Monthly Report - October 2022
- D. Approval of City of Eustis Piggyback Contract For Sewer Line Repair Services
- E. Approval of McKim & Creed Contract for Design to Bid Engineering Services For Master Pump Station Odor Control

8. REPORTS OF THE CITY ATTORNEY:

- A. City Attorney Report December 13, 2022

9. REPORTS OF THE CITY MANAGER:

- A. CM REPORT December 13, 2022

10. OLD 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.)

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 2022-29: Temporary relocation of businesses with non-conforming uses that have incurred substantial damage as a result of Hurricane Ian in the "GC-RD" General Commercial Redevelopment District

- B. Ordinance 2022-30: Adopting a modified version of the *International Property Maintenance Code, 2018 Edition*, as a supplemental code enforcement tool
- C. Beautification Improvement Grant Application 12022062: Angels X, LLC - 2010 S. Atlantic Avenue
- D. Beautification Improvement Grant Application 12022061: Angels X, LLC - 2006 S. Atlantic Avenue
- E. Beautification Improvement Grant Application 12022073: Kitty X, LLC - 2016 S. Atlantic Avenue
- F. Non-conforming Sign Removal Incentive Grant Application 12022063: 3634 S. Atlantic Avenue - Mad Dog Surf Shop
- G. Non-conforming Sign Removal Incentive Grant Application 12022064: 2430 S. Atlantic Avenue - Peck Office Center
- H. Non-conforming Sign Removal Incentive Grant Application 12022065: 3612 S. Atlantic Avenue - Cherise's Salon
- I. Non-conforming Sign Removal Incentive Grant Application 12022069: 2328 S. Atlantic Avenue - Fratelli's Pizzeria
- J. Non-conforming Sign Removal Incentive Grant Application 12022070: 138 Beachcomber - Cherry Hill Ice Cream Cafe

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 COMMISSION WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

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

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

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

MINUTES
CITY COUNCIL MEETING
November 7, 2022
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

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

2. NEW BUSINESS:

- A. Consideration to request County of Volusia to declare mandatory evacuation for all addresses East of S. Atlantic Avenue

City Manager Kurt Swartzlander introduced Resolution 2022-Nicole in an effort to be proactive regarding the storm. The city is still recovering from Hurricane Ian and there is a lot of damage to the coast from the beach erosion. It is expected that this storm will also produce more beach erosion. CMBR Conomos was concerned about residents who are elderly that may not have the resources to evacuate. It was explained that the county had been notified and shelters would be ready to open if necessary. The City Manager explained that the Chief Building Official would be monitoring buildings at risk on a regular basis and there could be some that are declared unsafe. If that does occur, the owner would need an engineer's report to declare it is safe to return. The city would not be condemning any building. The entire council was in support of the resolution and hoped the County of Volusia would act accordingly.

VICE MAYOR MEL LINDAUER moved, seconded by COUNCILMEMBER CHRIS CONOMOS to Adopt Resolution Nicole and to declare mandatory evacuation for all addresses East of S. Atlantic Avenue.

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. Approval to cancel Meeting of November 9th and reschedule to November 15th

COUNCILMEMBER MICHAEL POLITIS moved, seconded by VICE MAYOR MEL LINDAUER to cancel the Meeting of November 9th and reschedule to November 15th.

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

3. ADJOURNMENT:

The meeting ended at 7:25 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB

**MINUTES
CITY COUNCIL MEETING
November 15, 2022
3000 Bellemead Drive, Daytona Beach Shores, FL 32118**

1. CALL TO ORDER BY MAYOR

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

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

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Oaths of Office for Mayor and Council

Attorney Becky Vose swore in Mayor Miller and Commissioners Conomos and Lindauer who were re-elected to office.

B. Nomination for Vice Mayor

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER MEL LINDAUER to nominate Michael Politis as Vice Mayor.

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

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

6. APPROVAL OF MINUTES

A. City Council Minutes October 25, 2022

COMMISSIONER MEL LINDAUER moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the City Council Minutes of October 25, 2022.

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

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

7. CONSENT AGENDA:

8. REPORTS OF THE CITY ATTORNEY:

A. City Attorney Report November 9, 2022

Attorney Vose introduced Paul Waters as a new attorney for the Vose firm. John Cary is leaving the firm and Attorney Waters will be taking over his responsibilities. The City Attorney's report was reviewed with no additional questions.

9. REPORTS OF THE CITY MANAGER:

A. CM Report November 9, 2022

City Manager Kurt Swartzlander provided an update on Hurricane Nicole and the impact it had on the city. Mr. Swartzlander presented a historical timeline of the storm and the process of building evacuations. There are now many buildings that are compromised due to coastal erosion. Buildings had to be evacuated right after the storm and any building declared unsafe will need an engineer's report before they can be released for re-occupancy.

The following residents spoke regarding the storm:

Pat Murphy, who lives in St. Maarten's Condominium stated that he has experience in excavation. He had some ideas to rebuild and felt a uniform seawall would be the best answer. Steve Groaner also resides in St. Maarten's. He was in agreement with a uniform seawall and had ideas for financing as well. Ed Offerman lives in the Dimucci Twin Towers and encouraged everyone to continue to contact the state legislators and DEP. Janet Abbott lives in Towers Ten and inquired if the Army Corp of Engineers could design anything. She had heard they have done this in other states. Greg White also resides in Dimucci Twin Towers and stated he was willing to work with the other COA's to brainstorm ideas. Jodi Tomlinson inquired if there were any grants available for sea walls. Mike Gumbel explained that his property lost the seawall due to a neighboring seawall that gave away. He was curious how many others this had happened to.

CM Swartzlander continued with his manager's report. The resident cook-out has been

postponed for now. It was decided to cancel the Christmas Parade and just have a simple tree lighting ceremony on December 4th. Cherise Wintz would like to reschedule her Operation Changing Lives 5K run to January 7th.

10. OLD BUSINESS:

- A. Ordinance 2022-20: Amendment to establish the minimum required off-street parking spaces for Interior Storage Facility.

Community Services Stewart Cruz stated that the item was withdrawn so staff could re-advertise the ordinance.

11. QUASI-JUDICIAL HEARING

- A. Ordinance 2022-24: Rezoning application for recently annexed property located at 2822 S. Atlantic Avenue

Community Services Stewart Cruz stated that the item was withdrawn so staff could re-advertise the ordinance.

- B. Ordinance 2022-26: Rezoning application for recently annexed property located at 3615 Cardinal Boulevard

Community Services Stewart Cruz stated that the item was withdrawn so staff could re-advertise the ordinance.

- C. Ordinance 2022-28: Rezoning application for recently annexed property located at 105 Broad Avenue

Community Services Stewart Cruz stated that the item was withdrawn so staff could re-advertise the ordinance.

12. NEW BUSINESS:

- A. Ordinance 2022-23: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 2822 S. Atlantic Avenue

Community Services Stewart Cruz stated that the item was withdrawn so staff could re-advertise the ordinance.

- B. Ordinance 2022-25: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 3615 Cardinal Boulevard

Community Services Stewart Cruz stated that the item was withdrawn so staff could re-advertise the ordinance.

- C. Ordinance 2022-27: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 105 Broad Avenue

Community Services Stewart Cruz stated that the item was withdrawn so staff could re-advertise the ordinance.

- D. Non-conforming Sign Removal Incentive Grant Application: 2010 S. Atlantic Avenue, Angels X LLC, (Generation X Tattoo).

City Planner Noel Eaton provided the grant details for Angels X LLC. Two quotes were obtained and all the sign grant requirements have been met. The applicant chose the vendor SLS-Southeastern Lighting Solutions, at a cost of \$8,225. The qualifying grant would be the \$2,000. Staff recommended approval on the condition that the new sign meets all required City standards and that no code enforcement violation on the property exists prior to the disbursement of grant funds.

COMMISSIONER RICHARD BRYAN moved, seconded by COMMISSIONER MEL LINDAUER to Approve the Grant Application for Angels X LLC, in the amount of \$2,000.

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

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

- E. Non-conforming Sign Removal Incentive Grant Application: 2016 S. Atlantic Avenue, Kitty X LLC.

City Planner Noel Eaton provided the details for the grant application. This is a vacant building, so the sign would have a blank face until a business rented or purchased the building. Two quotes were obtained and the applicant chose SLS - Southeastern Lighting Solutions at a cost of \$8,225. The qualifying grant amount would be the minimum of \$2,000. Staff recommended approval on the condition that the new sign meets all required City standards and that no code enforcement violation on the property exists prior to the disbursement of grant funds.

COMMISSIONER RICHARD BRYAN moved, seconded by COMMISSIONER MEL LINDAUER to Approve the Grant Application for Kitty X LLC in the amount of \$2,000.

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

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

F. Non-conforming Sign Removal Incentive Grant Application: 2042 S. Atlantic Avenue, The Psychic Shop

City Planner Noel Eaton provided the details for the grant application. Two quotes were obtained and the applicant chose Don Bell Signs at a cost of \$9,361. This would qualify for a grant of the minimum of \$2,000. The property is currently under Code Enforcement action. However, this criterion is subject to distribution of funds. The property owner has been working for several months now, and only has one remaining violation that should be completed by November 28th. Staff recommended approval on the condition that the new sign meets all required City standards and that no code enforcement violation on the property exists prior to the disbursement of grant funds.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER RICHARD BRYAN to Approve the Grant Application for The Psychic Shop in the amount of \$2,000.

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

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

G. Non-conforming Sign Removal Incentive Grant Application: 3217 S. Atlantic Avenue, Dream Inn

City Planner Noel Eaton provided the grant details for the Dream Inn. All requirements were met and three quotes were obtained. The applicant chose Coastline Wholesale Signs at a cost of \$13,554. This would qualify for a grant in the amount of \$2,034. Staff recommended approval on the condition that the new sign meets all required City standards and that no code enforcement violation on the property exists prior to the disbursement of grant funds.

COMMISSIONER MEL LINDAUER moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the Grant Application for the Dream Inn in the amount of \$2,034.

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

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

H. Resolution 2022-12 Certifying General Election Results

Attorney Vose read Resolution 2022-12 to certify the election results. The vote for each individual question was also read aloud. Charter question #1 failed, but the remaining four charter questions passed.

COMMISSIONER RICHARD BRYAN moved, seconded by COMMISSIONER MEL LINDAUER to Adopt Resolution 2022-12 on first reading.

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

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

13. COUNCIL COMMENTS:

Vice Mayor Politis thanked the other commissioners for nominating him to be Vice Mayor. He stated that the city only has little control on what can be done on the beach. Residents need to contact their state legislators and county officials. The remaining Commissioners felt a standardized seawall would be a good idea and encouraged the residents to join together to formulate a plan.

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

Mayor Miller stated that a public comment from William Williams was sent through the website.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

16. ADJOURNMENT:

The meeting ended at 8:54 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 OCTOBER 2022

	Oct-22	22/YTD	Oct-21	21/YTD
Police Related Calls	2,067	20,835	2,447	20,809
Fire Related Calls	109	484	22	409
Rescue Related Calls	93	1,052	83	954
Fire Related Alarms Sounding	31	283	22	128
Traffic Citations	208	2,416	439	2,144
Written Warnings	28	473	35	78
Building Inspections	151	455	42	111
Arrests: Adults	59	389	66	335
Juveniles	1	8	0	2
City Ordinance Charges	1	5	0	0
Florida State Statute Charges	112	640	102	577
Accidents: Total	21	211	26	232
Street/Highway	11	108	17	126
Parking Lot	10	103	9	116

Michael Fowler, Public Safety Director

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2022-10-01 through 2022-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
MISCELLANEOUS LE CALL	MISC	428	20.71 %	13.81
EXTRA PATROL	EP	341	16.50 %	11.00
TRAFFIC STOP	TS	283	13.69 %	9.13
PROPERTY CHECK	PRC	134	6.48 %	4.32
DIRECTED PATROL REQUEST	DPR	73	3.53 %	2.35
TELEPHONE HANDLE	THC	73	3.53 %	2.35
SUSP PERSON	SPER	51	2.47 %	1.65
SUSP VEHICLE	SVEH	47	2.27 %	1.52
MEDICAL EMERGENCY	MED1	37	1.79 %	1.19
FIRE ALARM	ALARMF	35	1.69 %	1.13
SUSP INCIDENT	SINC	32	1.55 %	1.03
SUSPECT STOP	SS	29	1.40 %	0.94
FLAG DOWN	FLAG	21	1.02 %	0.68
CIVIL COMPLAINT	CIVIL	20	0.97 %	0.65
SPECIAL DETAIL	SDL	20	0.97 %	0.65
ZONE ACCOUNTABILITY PATR	ZAP	20	0.97 %	0.65
INVESTIGATION	INV	19	0.92 %	0.61
MEDICAL NON-EMERG	MED	19	0.92 %	0.61
DISTURBANCE	DIST	18	0.87 %	0.58
TRESPASSERS	TRES	18	0.87 %	0.58
NOISE	NOISE	17	0.82 %	0.55
RADAR	RADAR	17	0.82 %	0.55
NARCOTICS	NARC	16	0.77 %	0.52
911 CK/OPEN LINE	911CK	15	0.73 %	0.48
WALKUP	WALKUP	15	0.73 %	0.48
BUSINESS ALARM	ALARMB	14	0.68 %	0.45
RECKLESS DRIVER	RD	12	0.58 %	0.39
MVA	MV	10	0.48 %	0.32
ANIMAL COMPLAINT	AC	9	0.44 %	0.29
DRUNK DRIVER	DUI	9	0.44 %	0.29
ELEVATOR CALL	ELEV	9	0.44 %	0.29
INFORMATION GIVEN	INFO	9	0.44 %	0.29
WELL BEING CHECK	WBC	9	0.44 %	0.29
LOST PROPERTY	PROPL	8	0.39 %	0.26
THEFT	THEFT	8	0.39 %	0.26
ESCORT	ESCORT	7	0.34 %	0.23
HIT&RUN MVA	MVHR	7	0.34 %	0.23
ILLEGAL PARKING	PARK	7	0.34 %	0.23
DISABLED VEHICLE	DAV	6	0.29 %	0.19
UNCONSCIOUS	UNC	6	0.29 %	0.19
ASSAULT/BATTERY	ABAT	5	0.24 %	0.16
DOMESTIC DISTURBANCE	DV	5	0.24 %	0.16
FALL- NON EMERGENCY	TRAU3	5	0.24 %	0.16
FLEEING DRIVER	FLEE	5	0.24 %	0.16
SHOPLIFTING	SHOP1	5	0.24 %	0.16
WARRANT	WAR	5	0.24 %	0.16

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2022-10-01 through 2022-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
BURGLARY ALARM	ALARM	4	0.19 %	0.13
FIGHT	FIGHT	4	0.19 %	0.13
FOUND PROPERTY	PROPF	4	0.19 %	0.13
MENTALLY ILL PER	MIP	4	0.19 %	0.13
MVA W/ INJURIES	MVI	4	0.19 %	0.13
STOLEN VEHICLE	SV	4	0.19 %	0.13
TEST LE CALL	TEST	4	0.19 %	0.13
CITY ORDINANCE VIOLATION	COV	3	0.15 %	0.10
DANGEROUS COND FD	DCFD	3	0.15 %	0.10
DRUNK PERSON	IP	3	0.15 %	0.10
POWER LINES HAZARD	PL	3	0.15 %	0.10
RECOVERED SIG 10	SVR	3	0.15 %	0.10
STROKE / CVA	CVA	3	0.15 %	0.10
TOWED VEHICLE	TOW	3	0.15 %	0.10
TRAFFIC CONTROL	TC	3	0.15 %	0.10
WELL BEING CHECK MEDICAL	WBCF	3	0.15 %	0.10
ATT TO CONTACT	ATC	2	0.10 %	0.06
ATTEMPTED SUICIDE	ASUI	2	0.10 %	0.06
BURGLARY	BURG	2	0.10 %	0.06
CARDIAC ARREST	CPR	2	0.10 %	0.06
CIVIL SERVICE	CIVILS	2	0.10 %	0.06
DEAD PERSON	DEAD	2	0.10 %	0.06
HAZ COND/MAJOR INC	HZMMI	2	0.10 %	0.06
HOUSE WATCH	HW	2	0.10 %	0.06
MEDICAL UNKNOWN	ALARMM	2	0.10 %	0.06
MISC FIRE SERVICE CALL	MISCF	2	0.10 %	0.06
MISSING PERSON	MP	2	0.10 %	0.06
SEX OFFENSE	SO	2	0.10 %	0.06
TRAFFIC LITE OUT	TLO	2	0.10 %	0.06
TRAUMA NON-EMERG	TRAU2	2	0.10 %	0.06
VANDALISM	VAND1	2	0.10 %	0.06
911 CK/OPN LINE/MED HAZ	911MED	1	0.05 %	0.03
ALZHEIMERS	ALZ	1	0.05 %	0.03
ASSIST	ASST	1	0.05 %	0.03
ASSIST AGENCY	ASSIST	1	0.05 %	0.03
BURG/BUSINESS	BURGB	1	0.05 %	0.03
BURG/IN PROG	BURGIP	1	0.05 %	0.03
BURG/JUST OCCD	BURGJO	1	0.05 %	0.03
BURG/RESO	BURGR	1	0.05 %	0.03
CARBREAK	CB	1	0.05 %	0.03
DRONE	DRONE	1	0.05 %	0.03
FAILURE TO PAY	FTP	1	0.05 %	0.03
FIRE OUTSIDE STRUCTURE	FOS	1	0.05 %	0.03
HAZARDOUS COND	HZM	1	0.05 %	0.03
LOST/FOUND PET INFO	PET	1	0.05 %	0.03
MISSING PERSON RECOVERED	MPR	1	0.05 %	0.03

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

OCTOBER 2022 STATISTICS

FIRE CALLS

	CURRENT MONTH			YEAR TO DATE			PRIOR YEAR		
	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID	CITY	COUNTY	MUTUAL AID
ENGINE RESPONSE	0	0	0	0	0	0	0	0	0
STRUCTURE FIRES	0	0	0	1	0	2	1	0	1
HAZARDOUS CONDITIONS	10	3	0	53	8	2	29	7	0
VEHICLE FIRES	0	0	0	0	0	0	1	1	1
BOAT FIRES	0	0	0	0	0	0	0	0	0
OTHER FIRES NOT LISTED	0	1	0	6	4	4	14	2	0
VEHICLE CRASHES W/ENGINE RESPONSE	0	0	0	3	1	1	7	3	3
SERVICE CALLS	41	6	2	200	18	5	238	23	3
FIRE ALARMS	31	0	0	165	3	2	164	4	0
CANCELLED EN ROUTE	10	4	1	91	22	17	45	18	20
TOTALS	92	14	3	519	56	33	499	58	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	4	5	41	34	70	60
HOTEL/MOTEL	1	1	37	22	37	34
ASSEMBLY	0	0	1	2	2	1
MERCANTILE	0	0	28	7	23	3
RESTAURANT	0	2	17	11	18	5
BUSINESS	1	0	77	9	71	10
OTHER	136	0	185	3	30	3
CONSTRUCTION	0	0	23	7	39	6
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	0	1	33	9	18	10
TOTALS	142	9	442	104	308	132

PLANS EXAMINATION HOURS: 0 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

OCTOBER 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	37	7	0	332	42	4	419	67	11
BLS CALLS	44	4	1	346	50	6	277	64	24
TOTALS	81	11	1	678	92	10	696	131	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 OCTOBER 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:

Replace battery	Veh #145
Replace tail lights	Veh # 146
Replace tires & rims	Golf cart
Replace tires & rims	Golf cart
Replace wiper blades	Veh #162
Replace fuel injector	Veh #159
Replace brake light assy	Veh #121
Replace fuel filter	Veh #E77
Replace wiper blades	Veh #171
Replace rail cap	Veh #159

POLICE CALLS TOTALS BY TYPE

DB SHORES POLICE

DATES: 2022-10-01 through 2022-10-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
SMOKE IN STR COMM/HIRISE	SMISCH	1	0.05 %	0.03
SMOKE IN STRUCTURE	SMIS	1	0.05 %	0.03
STRUC FIRE COMM/HIGHRISE	SFCH	1	0.05 %	0.03
SUICIDAL PERSON	SP	1	0.05 %	0.03
SUSPICIOUS VEHICLE	SVEH1	1	0.05 %	0.03
TRAUMA CRITICAL	TRAUE	1	0.05 %	0.03
TRAUMA EMERGENCY	TRAU1	1	0.05 %	0.03
TRAUMA NON EMERG	TRAU	1	0.05 %	0.03
WALK & TALK	WT	1	0.05 %	0.03
TOTAL CALLS:		2,067	100.00%	66.68

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.

EXHIBIT D

SUBDIVISION SETTLEMENT PARTICIPATION FORM

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement and Release dated [____], 2022, among Walmart (defined below), the State of Florida and its Office of the Attorney General (“*Walmart Settlement*”),¹ and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form, voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and expressly agreeing to the Releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court’s role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

¹ The defined terms in the Walmart Settlement shall have the same meaning in this Subdivision Settlement Participation Form.

7. The Governmental Entity has the right to enforce those rights given to it in the Walmart Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to any Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walmart Settlement.
10. In connection with the releases provided for in the Walmart Settlement, the Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

As a Releasor, the Governmental Entity may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entity's decision to participate in the Walmart Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement Participation Form is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____
(the "Execution Date of this Subdivision Settlement Participation Form")

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – October, 2022

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 2
 Submitted this Fiscal Year: 0
 Approved by Staff this Month: 0
 Approved by Staff this Fiscal Year: 0
 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
Emerald Shores Hotel	2613 South Atlantic Avenue	10/6	Remove existing roof, install TPO adhered to concrete	\$105,706.00	\$660.42
Sea Scape Inn	2601 South Atlantic Avenue	10/6	Install temporary roof over damaged area	\$18,848.00	\$177.58
Anderson Residence	3010 South Peninsula Drive	10/6	Complete re roof	\$22,300.00	\$199.11
Sand & Surf Condo	2535 South Atlantic Avenue	10/11	Miscellaneous concrete repairs	\$30,000.00	\$238.31
Erdman Residence	3425 South Atlantic Avenue, Unit 504	10/11	Replace 3 windows and 3 sliding glass doors	\$24,000.00	\$204.49
Oceans One Condo	3051 South Atlantic Avenue	10/14	Install ½" gypsum on damaged east walls of 60 units	\$60,000.00	\$9.98
ABC Liquors Inc	3332 South Atlantic Avenue	10/14	Install monument and wall signs	\$33,823.00	\$103.27
Fantasy Island II	3175 South Atlantic Avenue	10/18	Cleaning, drying, water mitigation, demo of drywall	\$250,000.00	\$30.15
Daytona Seabreeze	3125 South Atlantic Avenue	10/18	Cleaning, drying, water mitigation, demo of drywall	\$300,000.00	\$35.03
Dolphin Beach Club	3355 South Atlantic Avenue	10/18	Cleaning, drying, water mitigation, demo of drywall	\$250,000.00	\$30.15
Johnson Residence	1925 South Atlantic Avenue, Unit 406	10/18	Remodel 2 bathrooms, tubs to showers, vanities	\$20,000.00	\$182.96

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Hall Residence	2947 South Atlantic Avenue, Unit 905	10/19	Remodel kitchen and bathroom, new cabinets	\$89,976.00	\$579.64
Reese Residence	3003 South Atlantic Avenue, Unit 21C5	10/20	Replace 1 sliding glass door	\$16,850.00	\$166.82
Shore Winds Motel	2240 South Atlantic Avenue	10/20	Seal coat and stripe parking lot	\$14,415.00	\$150.75
Daytona Seabreeze	3125 South Atlantic Avenue	10/20	Install drywall and insulation in 7 units and common areas	\$300,000.00	\$35.03
Zahniser Residence	3703 South Atlantic Avenue, Unit 1001	10/21	Tub to shower conversion, replace vanity	\$39,000.00	\$289.15
Ocean Vistas	1925 South Atlantic Avenue	10/21	Replace rooftop package unit	\$30,758.00	\$6.01
Wagner Residence	2545 South Atlantic Avenue, Unit 801	10/21	Replace cabinet doors	\$11,750.00	\$129.10
Blue Coast Surf Shop	3110 South Atlantic Avenue	10/24	Change out 2 A/C units	\$17,000.00	\$101.40
Cherise's Salon	3612 South Atlantic Avenue	10/24	Remove and replace shingle and modified roof systems	\$16,875.00	\$166.82
Merdian Residence	2615 South Atlantic Avenue, Unit 1B	10/27	Replace 3 windows and 2 doors, size for size	\$15,725.00	\$161.50
Oceans Five Condo	2987 South Atlantic Avenue	10/27	Emergency repairs, remove and replace drywall	\$10,000.00	\$4.00
Coudriet Residence	2425 South Atlantic Avenue, Unit 907	10/27	Replace 2 sliding glass doors	\$11,066.00	\$129.10
Sherwin Williams	2616 South Atlantic Avenue	10/28	TPO re-roof	\$144,800.00	\$816.35
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$1,832,892.00	\$4,607.48*

***REVENUE INCLUDES DCA FEES PAID TO THE STATE**

Building Division Revenue by Permit Category:

PERMIT TYPE	OCTOBER 2022	FISCAL YEAR-TO-DATE 2022 TO 2023	OCTOBER 2021	LAST FISCAL YEAR-TO-DATE 2021 TO 2022
BUILDING	\$5,412.32	\$5,412.32	\$15,298.22	\$15,298.22
ROOF	\$1,281.38	\$1,281.38	\$464.59	\$464.59
DEMOLITION	\$0.00	\$0.00	\$0.00	\$0.00
ELECTRICAL	\$1,556.88	\$1,556.88	\$2,150.50	\$2,150.50
MECHANICAL	\$2,541.16	\$2,541.16	\$3,169.50	\$3,169.50
PLUMBING	\$1,888.75	\$1,888.75	\$2,721.45	\$2,721.45
SIGN	\$392.55	\$392.55	\$419.89	\$419.89
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$131.25	\$131.25	\$147.00	\$147.00

DEVELOPMENT FEES	\$220.00	\$220.00	\$590.00	\$590.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$13,424.29	\$13,424.29	\$24,961.15	\$24,961.15

Building Division Activities:

ACTIVITY	OCTOBER 2022	FISCAL YEAR-TO-DATE 2022 TO 2023	OCTOBER 2021	LAST FISCAL YEAR-TO-DATE 2021 TO 2022
INSPECTIONS	219	219	320	320
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
FINAL INSPECTIONS	131	131	188	188
FAILED INSPECTIONS	12	12	13	13

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

Projects Begun Current Fiscal Year-to-Date – 2022 to Present: \$1,832,892.00

Projects Begun Last Fiscal Year – 2021 to 2022: \$34,841,244.00

Projects Begun Two Fiscal Years Ago – 2020 to 2021: \$64,300,811.00

COMMUNITY SERVICES DEPARTMENT

MONTHLY REPORT - OCTOBER 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: Assisted in removing and repairing damage to the fleet garage, painted an office and repaired the gym door closer.
- Facilities: Worked on garage door brace and continued painting.
- Community Center: Worked on stucco repairs.
- ALL BUILDINGS: Met with multiple vendors throughout the month getting quotes for hurricane repairs.

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:

- Hurricane clean up, replacing or repairing street signs, repairing city buildings and parks and getting the irrigation systems back up and running.
- Set up and broke down for the food truck event at the end of the month.

Electrician:

- 32 Electrical locates.
- Began repairing the many lights and fans broken during the hurricane.
- Turned on the remainder of light poles that were turned off due to turtle nesting season.

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 - 2
- Sewer line locates - 83
- Changed a battery on the track hoe
- Handled sewer backups at 2237 A1A, 3161 A1A, 3615 A1A and 3033 Peninsula
- Repaired a broken line Oceans West Blvd and filled in the sink hole



**CITY COMMISSION AGENDA MEMORANDUM
DECEMBER 13, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Stewart Cruz, Community Services Director
PREPARED BY: Stewart Cruz, Community Services Director
SUBJECT: Approval of City of Eustis Piggyback Contract For Sewer Line Repair Services

SYNOPSIS:

If approved, the subject agreement to piggyback services contracted by the City of Eustis would allow the City to contract with American In-Line Inspection, Inc. for sewer repair services.

The City has two (2) sewer lines in need of Cured-in-Place-Pipe (CIPP) liner repair on Glen Myra Avenue and Oceans West Boulevard. The quotations provided by American In-Line Inspection, Inc. are for \$41,813.50 (243 feet of liner) and \$38,061.00 (397 feet of liner), respectively. Due to the total amount of the combined quotes, the recently approved Daytona Beach Shores purchasing policy requires City Council approval of the piggyback agreement.

This is a budgeted item.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval.

SUGGESTED MOTION:

ATTACHMENT: 1. City of DB Shores- Piggyback Agreement (City of Eustis Contract)-Dec 2022

2. City of Eustis - American In-Line Services, Inc. Contract
3. Sewer Repair Quotes From American In-Line Services, Inc.

CITY OF DAYTONA BEACH SHORES'
AGREEMENT TO PIGGYBACK SERVICES CONTRACTED BY THE CITY OF
EUSTIS

THIS AGREEMENT TO PIGGYBACK SERVICES 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 AMERICAN IN-LINE SERVICES, INC., hereinafter referred to as “Contractor”, concerning that certain agreement entitled Contract No. 11007-17, originally dated the 4th day of April, 2017 and most recently amended on the 10th day of June, 2022 (“City of Eustis Contract”).

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; and

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; and

WHEREAS, On or around the 3rd day of February 2017, the City of Eustis, Florida advertised a Request for Proposals for Bid No.: 007-17, for Sewer Rehabilitation Services; and

WHEREAS, The City of Eustis, Florida thereafter awarded the bid to Contractor based on the terms and conditions set forth in the Contract between Contractor and the City of Eustis, Florida, dated on or around the 28th day of April, 2017.

WHEREAS, the initial term of the City of Eustis Contract was three (3) years, with the option to renew for an additional (3) one-year terms. The most recent amendment effective the 10th day of June, 2022 extended the term through the 28th day of April 2023;

WHEREAS, the sewer rehabilitation services provided by Contractor are needed by the City of Daytona Beach Shores; and

WHEREAS, Ordinance 2022-13, section 2-9 (i) (3) of the City of Daytona Beach Shores Code of Ordinances authorizes the city manager to recommend the purchase of personal property and contractual services by “piggy-backing” on an award by another governmental entity’s competitive bidding process if certain criteria are met; and

WHEREAS, the City Manager finds the City of Eustis Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Daytona Beach Shores; 2) The City of Daytona Beach Shores and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Daytona Beach Shores to enter into an agreement with Contractor containing similar terms and conditions as contained the City of Eustis Contract; and

WHEREAS, the parties hereby agree and consent to “piggyback” on the rates/prices and terms and conditions in City of Eustis Contract, all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

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

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Amendment. This Agreement to “piggyback” services hereby amends and supplements the terms of the City of Eustis Contract. The City of Daytona Beach Shores and its equivalent staff and address shall be substituted for the City of Eustis, Florida and its staff and addresses, as may be required in the awarded City of Eustis Contract. In the event of a conflict between the terms of the City of Eustis Contract and terms of this Agreement to “piggyback” , the terms of this Agreement to “piggyback” shall prevail.

3. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**DAYTONA BEACH SHORES CITY HALL
OFFICE OF THE CITY CLERK
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118
(386) 763-5353**

4. 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.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the City of Eustis Contract 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 City of Eustis Contract in derogation hereof shall be void and of no force or effect.

6. 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.

7. 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.

8. 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.

9. 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.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. 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

Cheri Schwab, City Clerk

Kurt Swartzlander, City Manager

APPROVED AS TO FORM

Gretchen R. H. "Becky" Vose,
City Attorney



CONTRACT AMENDMENT

1. Amendment No.: 3 Effective Date: 06/10/2022	2. Contract No.: #007-17 Effective Date: 04/28/2017
3. Purchasing Officer: Tracy M. Jeanes Telephone No.: (352) 483-5475	5. <u>Contractor Name and Address:</u> Company American In-Line Inspection Svcs. Contractor Address 1 415 Timaquan Trail Address 2 City, State, Zip Edgewater, FL 321320
4. <u>Issued By:</u> City of Eustis Purchasing Department P.O. Drawer 68 Eustis, Florida 32727	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written amendment and <u>return this form to the address shown in Block 4 within ten (10) days after receipt</u> . Retain a photocopy of the signed amendment form and attach to original contract, which was previously provided.	
7. <u>DESCRIPTION OF AMENDMENT:</u> Extension of original agreement for American In-Line Inspection Services, Inc. through April 28, 2023 per the attached price schedule.	
8. Contractor's Signature <u>REQUIRED:</u> Name: <u>[Signature]</u> Title: <u>President</u> Date: <u>6-14-22</u>	9. Eustis, Florida By: <u>[Signature]</u> City Manager Date: <u>6/16/22</u>
10. <u>DISTRIBUTION:</u> Greg Dobbins, Dep Dir of PW	

City of Eustis
Purchasing Department
P.O. Drawer 68, Eustis, Florida 32727
(352) 483-5475

CONTRACT

THIS CONTRACT is made and entered into this April 28, 2017, A.D., by and between the CITY OF EUSTIS, a municipal corporation of the State of Florida, herein called the "CITY" and AMERICAN IN-LINE INSPECTION SERVICES, INC., 415 TIMAQUAN TRAIL, EDGEWATER, FLORIDA, 32132, herein called the "CONTRACTOR."

WHEREAS, the Notice to Bidders for City Bid #007-17 SEWER REHABILITATION SERVICES, has been properly advertised and the CONTRACTOR herein was determined the lowest responsible and responsive bidder to provide the services described in the bid documents, in accordance with the bid amounts submitted in writing.

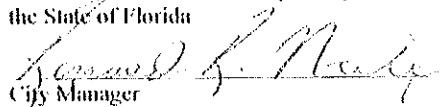
NOW THEREFORE, it is covenanted and agreed as follows:

1. All proposal/bid documents and provisions are made a part of this contract as if fully set out herein.
2. The CONTRACTOR agrees to furnish the City of Eustis current certificates of Worker's Compensation in the amount required by law and Public Liability and Property Damage per terms of City Bid #007-17. The CONTRACTOR agrees to maintain said insurance during the life of the Contract.
3. The CONTRACTOR agrees to prosecute the work required by the Contract diligently and continuously to complete the scope of services for the City's Sewer Rehabilitation Services, as individual projects are approved.
4. The initial term of this contract shall be for a three (3) year period, with the option for an additional three (3) one-year renewal periods, upon mutual consent of both parties.
5. In prosecution of this Contract, the CONTRACTOR agrees to cooperate with representatives of the City of Eustis, its agents and employees, who might be engaged in inspections.
6. In the event that any of the provisions of the contract are violated by the CONTRACTOR, or by any subcontractor, the CITY may serve written notice upon the CONTRACTOR and the Surety of its intention to terminate the contract, and unless within ten (10) working days after the serving of such notice upon the CONTRACTOR, such violation or delay ceases and satisfactory arrangement of correction is made, the contract shall upon the expiration of said ten (10) days, cease and terminate.
7. Contractor shall comply with the State of Florida's public records laws pursuant to FS, Section 119.0701.
8. As compensation of the work done and as consideration of this Contract, upon satisfactory completion of the work covered by this Contract, in accordance with the terms hereof, the CITY agrees to pay the CONTRACTOR or his assigns the agreed upon amount for work completed, as outlined in the response to this solicitation.

IN WITNESS WHEREOF, the CITY has caused this instrument to be duly signed by its City Manager and its seal attached by the Clerk, and the Contractor has hereunto set his hand and seal, the day and year written above.

(SEAL)

CITY OF EUSTIS, a municipal corporation of
the State of Florida

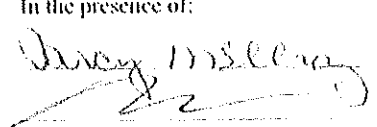

City Manager

ATTEST: 
City Clerk

Signed, sealed and delivered
In the presence of:

By: 

AMERICAN IN-LINE INSPECTION SERVICES, INC.





City of Eustis

Purchasing Department

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5475

April 7, 2017

Robin Vallance
President
American In-Line Inspection Services, Inc.
415 Timaquan Trail
Edgewater, FL 32132

Hello Robin:

Please print out two copies of the attached agreement. Please sign and return both copies to my attention at the City of Eustis. After obtaining City signatures, we will forward to you a fully executed contract for your files.

As stated in the agreement, we require copies of the following prior to the City's execution of the Contract and issuance of a Purchase Order or Notice To Proceed:

1. Proof of Insurances, as required in bid specs
2. Copy of licenses, as required in bid specs

If you have any questions, please feel free to contact me. Thank you for your prompt attention to this matter. We look forward to working with you and your company on this project.

Sincerely,

Tracy M. Jeanes
Purchasing Director

Enclosures

cc: Bid File

• Telephone: (352) 483-5475

• Fax: (352) 357-1745

• E-Mail: jeanest@ci.eustis.fl.us

• URL: <http://www.eustis.org>



City of Eustis
Purchasing Department

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5475

To: All bidders on Sewer Rehabilitation Services
From: Purchasing Department
Date: April 7, 2017
Re: City RFP #007-17

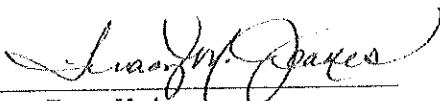
Notification of Award

Name and Address of Successful Vendor

American In-Line Inspection Services, Inc.
415 Timaquan Trail
Edgewater, FL 32132

The City of Eustis, has awarded City Bid #007-17, per terms, conditions, specifications and regulations of the Bid Request.

SUCCESSFUL BIDDER: Please be advised that deliveries, service or work shall not commence until authorized by issuance of a City Purchase Order or a Notice to Proceed.

By: 
Tracy M. Jeanes
Purchasing Director

• Telephone: (352) 483-5475

• Fax: (352) 357-1745

• E-Mail: jeanest@ci.eustis.fl.us

• URL: <http://www.eustis.org>



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

BID NO. : 007-17

DATE: February 3, 2017

DESCRIPTION - Sewer Rehabilitation Services

BID EVALUATION PERIOD - Up to sixty (60) days

BID SUBMITTAL – Sealed bids shall be submitted to Purchasing Department P.O. Drawer 68, Eustis, FL 32727-0068, or hand delivered to the Purchasing Dept., Eustis City Hall, 10 North Grove St., 3rd Floor, Eustis, Florida, 32726, up until the advertised date and time below. It is the bidder's sole responsibility to assure that his/her bid is complete and delivered at the proper time and place. Any bids received after the advertised date and time of bid opening will not be considered.

Bids shall be presented in a sealed envelope and identified with the following information on the outside of the envelope:

BID NO.: 007-17

OPENING DATE/TIME: February 20, 2017 @ 3:00 pm

BID HEADING: Sewer Rehabilitation Services

Bid forms and construction plan specifications may be obtained at the above address or by calling 352-483-5475. Bids may also be downloaded from DemandStar at www.Demandstar.com

BID OPENING – Bids will be opened in the Eustis Commission Chambers, City Hall, and read aloud shortly thereafter. All bidders and the general public are encouraged to attend the bid opening.

BID WITHDRAWAL – Bids may be withdrawn or modified up to the advertised date and time of opening. Withdrawal request shall be in writing. The City reserves the right to require proper identification of any party making such a request. No bid may be withdrawn subsequent to bid opening

ACCEPTABLE BID FORMAT - Bid format provided by the City is the only acceptable format on which a vendor may return his bid. Bids submitted on any other format shall be disqualified. Any additional information relative to the bid should be submitted on separate format.

EXECUTION OF BID – Each bid sheet shall contain a manual signature of an authorized representative in the space (s) provided. All information shall be legible and either written in ink or typed. All corrections (additions or erasures) made by the bidder to any entry shall be dated and initialed in ink.

BID ADDENDA – All changes in connection with this bid will be issued by the City in the form of a written addendum. Signed acknowledgement of receipt of each addendum shall be submitted with the bid response.

CONDITIONAL BIDS – The City of Eustis reserves the right to reject bids containing any additional terms and conditions not specifically requested in the bid solicitation.

ACCURACY OF BID – Bids are read aloud and made a part of the public record of the City. Therefore, it is necessary that information presented is accurate and that by which the awarded bidder will complete the contract. Should there be a discrepancy between the unit price and an extended total, the unit price shall prevail.

TAXES - The City is exempt from Federal and State Sales taxes on direct purchases of material and equipment. Do not include taxes in bid price if bid is for direct purchase of material or equipment. However, contractors shall not be exempt from paying sales tax to their suppliers on materials for contracts with the City.

BONDS – Bid Bond – 5%
Performance Bond – 100%
Payment Bond – 100%

BRAND NAME OR EQUAL - Items called for by this invitation identified in the specifications by a "brand name or equal" description, but not restrictive, and are to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the City to meet fully the salient characteristic requirements listed in the specification. Unless the bidder clearly indicates in the bid response that he/she is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications.

CLARIFICATION/CORRECTION OF PROPOSAL ENTRY – The City of Eustis reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

PRICING - Firm prices shall be bid and include FOB Destination, all packaging, handling, shipping charges and delivery, to any department or any point within the City to a secure area or inside delivery.

ADDITIONAL TERMS AND CONDITIONS - The City of Eustis reserves the right to reject bids containing any additional terms or conditions not specifically requested in the bid solicitation.

SAFETY WARRANTY - The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations and laws concerning the equipment specified, and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private and government agencies.

CANCELLATION - It is the intention of the City to purchase materials from sources of supply that will give prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the City shall be reason for termination of the award.

EEO STATEMENT - The City is committed to assuring equal opportunity in the award of contracts and believes in equal opportunity practices which conform to both the spirit and the letter of all laws prohibiting discrimination because of race, color, sex, age, national origin, or handicap.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

INTEREST OF CITY AND OTHER OFFICIALS – No member, officer or employee of the City of Eustis, or its delegates or agents, no member of the governing body of the City of Eustis or any other public official who exercises any functions or responsibilities in the City of Eustis or in the locality of this project, shall have any interest, direct or indirect, in any sale or contract or subcontract, or the proceeds thereof, during his/her tenure and for one year thereafter for work to be performed under this contract. The successful bidder shall include the above provisions in every subcontract so that these provisions shall be binding upon each subcontract.

RESERVATION - The City of Eustis reserves the right to accept any bid which in its opinion best serves the interest of the City, and/or reject any of all bids, or to waive technicalities or informalities in bids received.

AWARD - This bid may be awarded in part or whole as best serves the interest of the City of Eustis. All awards made as a result of this bid shall conform to all applicable ordinances of the City of Eustis.

Questions regarding the specifications should be directed to the Purchasing Director, Tracy M. Jeanes @ 352-483-5475 or e-mailed to jeanest@ci.eustis.fl.us

I SCOPE / REQUIREMENTS

- A. **SCOPE OF SERVICES** - The City is accepting bids for sewer rehabilitation services in order to establish a fixed unit price agreement for these services. Under the agreement, the contractor will provide the required materials, equipment and labor necessary to install cured-in-place epoxy lamination system, Stephens Technologies Inc. NCL-115-18 Epoxy or approved equal epoxy system, to an 8" cracked clay sewer pipe.

Individual projects will be issued on an as-needed basis. The first project under this agreement will be for approximately 10,800 feet on approximately 44 manhole to manhole runs throughout the City of Eustis. This project will need to be completed within 2 ½ years from award date.

Piping segments to be lined will be identified by City personnel prior to start of work. Pricing shall be based on a unit rate basis utilizing depth and diameter of pipe runs.

The contractor shall be responsible for traffic control, bypass pumping and/or diversion of sewage flows, cleaning and television inspection of sewers to be lined, epoxy liner installation, reconnection of service connections and final video inspection. A DVD of the inspections will be provided to the City of Eustis Water Department.

The City shall have the right to reassign the rehabilitation locations as they see fit.

- B. **RESPONSIBILITY FOR LAYOUT OF WORK** – The City will supply the Contractor with a location of requested work. Upon receipt, the Contractor will provide the City with a projected completion date and cost estimate for each location (project work order). **The Contractor shall also provide performance and payment bonds for the requested work.**

- C. **MAINTENANCE OF TRAFFIC** - Where construction is located in public right of ways, travelled streets and roads, the Contractor shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The Contractor shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved MOT training course.

- D. **TEMPORARY FENCING AND BARRICADES** – The Contractor shall, at their cost, erect barricades sufficient to prevent injury to persons or damage to property, including the Contractor's personal property and materials. The City shall not be held responsible for the loss, theft, or vandalism of the Contractor's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the Contractor shall, at their cost, provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on FDOT right-of-way shall be secured by the Contractor prior to actual beginning of work. The Contractor shall, at his cost, remove all temporary protection from the work site upon completion of the work.
- E. **MEASUREMENT AND BASIS OF PAYMENT** – The Contractor shall furnish a complete cost for accomplishing the required work, prior to the execution of each project work order.

Payment shall be per project, and only for work completed, inspected, and accepted by the City. The Contractor shall submit an invoice for payment within seven (7) calendar days of acceptance by the City for each project. The Contractor shall dispose of debris collected from each project properly and in accordance with all local, state and federal ordinances, rules, laws and statutes.

All invoices shall include the project location and applicable price for each activity.

- F. **CITY'S RIGHT TO STOP WORK** – The City may direct the Contractor to stop the work in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure the proper completion of the Work, avoid injury to third persons, or otherwise meet the objectives of the City.
- G. **OPEN QUANTITY CONTRACT** – The City does not guarantee any minimum or maximum amount of work throughout the term of this Agreement. Furthermore, in the event the respondent cannot meet the City's specifications, including, but not limited to, time for completion, cost for individual project, etc., that the City reserves the right to offer the individual project to the City's alternate vendor(s).
- H. **TERM OF CONTRACT** – The initial term of the contract shall be for three (3) years, with the option for an additional three (3) one-year renewal periods, upon mutual consent of both parties.

II INSTRUCTIONS TO BIDDERS

A. Submittals –

- 1. **Bid Format** – Bid format provided by the City of Eustis is the only acceptable format on which a contractor may return his/her bid. Bids submitted on other format shall be disqualified.
- 2. **Bid Addenda** – Contractor shall acknowledge receipt of any and all addenda with the bid response.

Such addenda as may be required due to changed conditions or to clarify the specifications will be mailed or delivered prior to the date and time set for the bid opening and shall become part of the specifications.

- 3. **Bid Security** – Bids must be accompanied by a certified or cashier's check or bid bond made payable to the City of Eustis in an amount equal to five percent (5%) of the total bid amount. Bid deposits of the unsuccessful bidders will be returned upon award of the bid by the Eustis City Commission.

The bid deposit of the successful bidder will be retained by the City of Eustis until an agreement is executed. Should the successful bidder fail to enter into an agreement with the City of Eustis within ten (10) working days, the bid security will be forfeited to the City as liquidated damages.

- 4. **Subcontractors** – On the attached subcontractor list, please provide proposed subcontractors, indicating the portion of the work which will be subcontracted.
- 5. **Qualifications** – The successful prime contractor shall be licensed by the State of Florida as an **underground utility contractor**. A copy of the contractor's license shall be submitted with the bid response.
- 6. **Reference List** – The City would like you to include in your bid response at least three (3) references obtained within the last three (3) years. If you have done any business with a governmental entity, please include those references in your three. On the attached Reference List, please give contacts, dates, phone numbers and a complete description of the scope of work performed.
- 7. **Drug Free Workplace** – The bidder shall complete the attached Drug Free Workplace Certification Form.

- B. **Visit to Site** – It is highly recommended that the bidder/contractor visit the site of the work to become fully informed as to the conditions that exist and under which he/she must work, and by bidding represents that he/she has read and understands the bid documents. Site visits shall be arranged by contacting the Purchasing Department at 352-483-5475.

- C. **Ability to Perform Work** – Bidder's may be required, before the award of contract, to show to the complete satisfaction of the City that he/she has the necessary organization, equipment, ability and financial resources to perform the work in a satisfactory manner and within the time specified. The contractor may also be required to show that he/she has had experience in construction work of the same or similar nature and to provide references.
- D. **Commencement and Completion Date** – The commencement date and estimated number of days required for completion of this project may be a factor given consideration by the City in the award of this bid.
- E. **Sales Tax** – The bidder shall include in his bid, and shall pay all Florida state sales tax in accordance with existing laws and regulations.
- F. **Evaluation and Award** – Bids will be evaluated on the basis of cost. It is the City's intent to award a contractor the lowest responsible/responsive bidder. However, the City reserves the right to accept any bid which in its opinion best serves the interest of the City. The City also reserves the right to reject any or all bids or any part thereof and to waive technicalities or informalities deemed minor in nature. The City reserves the right to award this bid in part or in whole. All awards made as a result of this bid shall conform to all applicable ordinances of the City of Eustis.

III. GENERAL TERMS AND CONDITIONS

- A. **General Conditions of Construction Contract** – Except where specified otherwise, the Standard General Conditions of the Construction Contract prepared by the Engineer's Joint Contract Documents Committee latest edition, shall apply to all work under the contract.
- B. **Contractor's Insurance** – Certifications of contractor's insurance shall be filed with the City prior to contract execution in amounts not less than:

Worker's Compensation – As required by law and per statutory limits for all employees, policy shall include Employer's Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

Commercial General Liability – Shall have minimum limits of not less than \$300,000 per occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$600,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at a minimum of \$100,000.

Business Auto Policy – Shall have minimum limits of not less than \$300,000 per occurrence for bodily injury and property damage liability. This shall include owned vehicles, hired and non-owned vehicles. This policy shall be endorsed to provide contractual liability coverage.

The successful contractor shall include the City and any subcontractors as insured under all policies except Worker's Compensation, and shall furnish separate certificates and endorsements for each subcontractor.

- C. **Payment and Performance Bonds** – For each work order issued under this Agreement, a payment bond in the amount of one hundred percent (100%) shall be required of the successful bidder to guarantee payment of all subcontractors and major material suppliers involved with the performance of work under this contract.

For each work order issued under this Agreement, a performance bond in the amount of one hundred percent (100%) shall be required of the successful bidder to ensure satisfactory completion of the work under this contract.

The bonds shall be a corporate surety bond issued by a surety company authorized to do business in the State of Florida and the appointment of a Florida "resident agent" shall be required.

- D. **Subcontractors** – The contractor may subcontract those portions of the work which are specialized in character, and which, under normal contracting practices, are performed by specialty contractors. The contractor shall submit with the bid response a list of proposed subcontractors indicating the portion of the work which will be subcontracted. The contractor shall be fully responsible to the City for the acts and omissions of subcontractors. There shall be no contractual relationship between the City and the subcontractor.
- E. **Submission of Supporting Documents** – The successful bidder shall furnish all required documents within ten (10) working days after notification of award. If the successful bidder fails to furnish said documents within the ten (10) day time frame, the City may withdraw the award and award to the next lowest responsible, responsive bidder.
- F. **Subcontractor's Insurance** – The successful contractor shall require any subcontractors to procure and maintain during the life of the contract public liability and property damage and vehicle liability insurance in amounts satisfactory to the contractor.
- G. **Licenses and Permits** – The successful contractor shall be responsible pulling all necessary permits and for filing a Notice of Commencement with Lake County and for all applicable county fees.
- H. **Conformance to Standards** – All work performed under this construction shall meet or exceed all applicable local, state and federal regulations, building and construction codes.
- I. **Patents** – The successful contractor shall hold and save the City, its officers, agents and employees harmless from liabilities of any nature, for or on account of, any patented or unpatented invention, process or appliance used in the performance of this contract, including its use by the City during completion of the project.
- J. **Laws and Ordinances** – The contractor and subcontractors shall comply with all federal, state and municipal laws and regulations affecting this work.
- K. **Changes in Work** – The City may, at any time, by written notice, make such changes as it deems expedient and in the best interest of the City. If the change involves a difference in cost not covered by the contract, an equitable adjustment to the contract, either increase or decrease, shall be made by written agreement between the City and the contractor. All changes increasing costs or adding days to the contract shall be approved by the City before any work is undertaken.
- L. **Right to Terminate Contract** – In the event that any of the provisions of the contract are violated by the contractor, or by any subcontractor, the City may serve written notice upon the contractor and the surety of its intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the contractor, such violation or delay ceases and satisfactory arrangement of corrections is made, the contract shall upon the expiration of said ten (10) days, cease and terminate.
- M. **Reassignment of Contract** – The contractor shall not assign or transfer any of its rights, duties, benefits, obligations, liabilities or responsibilities under this contract without the written consent of the City (except assignments to banks, trust companies or other financial institutions). No assignment or novation of this contract shall be valid unless it expressly provides that the assignment of any of the contractor's rights or

benefits under the contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this contract in favor of all persons, firms or corporations rendering such labor or services or supply of such materials, tools or equipment.

N. **Liens** – If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the contractor, the City shall have the right to retain out of payment due the contractor an amount sufficient for complete indemnification against such liens or claims. In the event the City has already paid the contractor all sums due under this agreement, the contractor shall be liable to the City for any loss so sustained.

O. **Guarantee** – In addition to manufacturer's standard warranties, the contractor shall guarantee in writing all materials and workmanship performed under this agreement for a period of one year on materials and three year on workmanship. Final acceptance of work and/or final payment does not alleviate the contractor of liability with respect to any express warranties for faulty materials and/or workmanship.

P. **Care of Work** – The contractor shall be responsible for all damage to persons or property that occur as a result of his/her fault or negligence in connection with the performance of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and acceptance, whether or not the same has been covered in whole or in part by payments already made by the City.

The contractor shall avoid damage as a result of his/her operations to existing buildings, sidewalks, streets, curbs, pavements, utilities and adjoining property; and shall at his/her own expense, completely repair any damage thereto caused by his/her operations, to a condition equal to or better than previously existed. These repairs shall require an inspection by and the approval of the City.

Q. **Accident Prevention** – No employee in the performance of this contract shall be required to work in surroundings or under conditions, which are hazardous or dangerous to his/her health or safety as per standards promulgated by the Secretary of Labor. The contractor shall exercise proper precaution at all times for the protection of persons and property, either on or off the site, which occur as a result of the work.

R. **Hold Harmless** – The contractor shall indemnify and save the City harmless from any claims, demands, damages, fines, or fees on appeal of any kind and nature arising from the performance of the contract whether by act or omission of the contractor, its agents, servants or employees or because of or due to the mere existence of the contract between the parties.

S. **Removal of Debris – Clean-up** – The contractor shall maintain the premises in a clean and orderly fashion during the course of the work and shall remove debris and excess materials as it accumulates at his/her expense.

T. **Mediation** – Except for claims for indemnity arising out of or relating to a lawsuit filed by or against any party to this Agreement, the parties mutually agree that any dispute that may arise under this Agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation fees and mediator's expenses. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

U. **Venue** – Any action, i.e., mediation, arbitration or litigation, shall be held in Lake County, Florida.

V. **Termination of Contractor's Responsibility** – This contract will be considered complete when all work has been done, the final inspection has been made by the City, the work accepted and final payment has been made. The Contractor will then be relieved from further obligation under this contract except for patent liabilities and the guarantee(s).

- W. **Payment** – Periodic progress payments may be requested monthly in proportion to the percentage of progress for the work completed. Partial release of lien shall be submitted from subcontractors and major material suppliers with each contractor draw. After approval of pay requests by the City, payment will be made to the contractor, holding ten percent (10%) of the amount of each invoice as retainage to be paid upon completion of all services by the contractor and acceptance by the City.

After final inspection and acceptance of all work, the contractor shall submit a request for final payment. The amount shall be a lump sum as stated in the agreement, plus or minus approved change orders, less previous payments.

Payments will be made within twenty (20) days of approved invoice. Payment applications may be made on standard AIA format.

- X. **Closeout Submittals** – Upon completion of each project, the contractor shall provide to the City all applicable items, including, but not limited to:
1. Redlined documents on completed facilities showing layout of work (from which the City will generate "record drawings").
 2. Service manuals, installation instructions, special tools, etc.
 3. One year materials and three year workmanship written guarantee.
 4. Standard manufacturer guarantees/warranties, bonds, letters of coverage extending beyond the one year guarantee.
 5. All keys to all doors, gates and equipment.
 6. Original waivers of lien from contractor, subcontractors and major material suppliers.

IV GENERAL INFORMATION

- A. **Coordination of Work** – On site work shall be coordinated with the Water Superintendent, Mr. Greg Dobbins or his designee, who will serve as the City's Project Manager, at 352-357-5618. The City Engineer is Rick Gierok, who may also be reached at 352-357-5618.
- B. **Inspection** – When the work or any individual section is completed, the contractor shall request an inspection by the City. Work must receive a final inspection before acceptance by the City.
- C. **Coordination of Work with Utilities** – Prior to commencement of work, the contractor shall notify all affected utility companies of the project. The City of Eustis is the water utility. All work performed on weekends and holidays must be approved by the City of Eustis prior to commencement of work. Other utilities include: Progress Energy and/or Sumter Electric, CenturyLink, Comcast and TECO.
- D. **Utilities in Area** – Active utilities shall be adequately protected from damage. The contractor shall pay for all damages to active utilities.

Contractor shall pay all cost for removal or relocation of active utilities on or adjacent to the site whether or not it is ascertainable from drawings, surveys or site inspections that such utilities will interfere with the installation of the contractor's work.

When active utilities are encountered, the contractor shall support and protect such utilities if they do not interfere with the contract work and shall relocate interfering utilities as directed by the Director of Public Utilities.

Inactive or abandoned utilities and appurtenant structures encountered shall be filled or removed to avoid interference as directed by the Director of Public Utilities. Exposed ends of abandoned lines shall be plugged or capped in a watertight manner.

- E. **Testing** – All costs of required testing shall be borne by the contractor. Work shall not be considered completed until all testing has been satisfactorily completed and the item of work has demonstrated compliance with the plans and specifications.
- F. **Traffic Regulation** – The contractor shall be responsible for the protection and maintenance of traffic by the proper use of barricades, warning lights, flares and necessary traffic control and safety devices and shall conform to federal, state and local regulations regarding their use.
- G. **Restoration After Construction** – The contractor shall be responsible to repair and/or restore all disturbed areas including storm drainage structures to original condition after construction.
- H. **Line Locates** – The successful contractor shall request line locates a minimum of five (5) working days in advance of commencement of work.

V. GENERAL INFORMATION (CONTINUED)

INTENT OF THE CONTRACT DOCUMENTS

- A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents, which combine to define the Scope of Work. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.
- B. The Contract Documents and all referenced standards cited therein are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete project.
- C. Drawings are intended to show general arrangements, design and extent of work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the work, trades, subcontracts, or extent of any part of the work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, the Contractor shall be required to comply with the provision, which is the more restrictive or stringent requirement upon the Contractor, as determined by the Owner/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the work, whether or not called for by the Contract Documents.

STORAGE OF MATERIALS

Materials shall be so placed so as to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the Owner/Engineer, shall not be used in the work, and shall be removed from the site by the Contractor at his expense.

SANITATION

The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Owner's approval.

ERRORS AND OMISSIONS

The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. If any errors and/or omissions appear in the Contract Documents, or construction stakeout, the Contractor shall immediately notify the Owner, in writing, of such errors and/or omissions. In the event the Contractor knows or should have known of any errors and/or omissions and fails to provide such notification, he shall be deemed to have waived any claim for increased time or compensation he may have had and he shall be held responsible for the results and the costs of rectifying any such errors and/or omissions.

CONTRACTOR'S OBLIGATIONS

A. Qualification

1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Owner may take action as prescribed below.
2. Whenever the Owner shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, the Owner shall notify the Contractor that such person is to be discharged from the work. The Contractor shall immediately discharge said person from the work and shall not again employ said person on this work except with the written consent of the Owner. Should the Contractor fail to remove such person or persons the Owner may withhold all payments.

B. Identification

1. Within ten (10) days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Owner a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted.
2. The Contractor shall be as fully responsible to the Owner for acts and omissions of his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

C. Contractor's Supervision

1. Prosecution of Work:

The Contractor shall give the work the constant attention necessary to assure the scheduled progress and he shall cooperate fully with the Owner/Engineer and with other Contractors at work in the vicinity.

2. Contractor's Superintendent:

- a. The Contractor shall at all times have on the work as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Owner/Engineer. The superintendent shall have full authority to execute the orders or directions of the Owner/Engineer and to supply promptly any materials, tools, equipment, labor and incidentals, which may be required. Such superintendence shall be furnished regardless of the amount of work sublet.
- b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours.

3. Supervision for Emergencies:

The Contractor shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, in order that he may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit to the Owner, by certified mail, phone numbers and

names of personnel designated to be contacted in cases of emergencies along with a description of the project location to the Florida Highway Patrol and all other local law enforcement agencies.

D. General Inspection Requirements

1. Cooperation by the Contractor:

No work shall be done nor materials used, without suitable supervision or inspection by the Owner or his representative, and the Contractor shall furnish the Owner with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the plans and specifications. If the Owner so requests, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as Unforeseeable Work.

2. Failure to Remove and Renew Defective Materials and Work:

- a. Should the Contractor fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the Owner/Engineer shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.
- b. Any expense incurred by the Owner in making these repairs, removals, or renewals, which the Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the Contractor, or may be charged against the contract bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the Owner, at its option, to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the contract bond. Any work performed subsequent to forfeiture of the contract, as described in this Paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

3. Inspection by the Federal Government or State of Florida:

When the United States Government, or State of Florida, is to pay a portion of the cost of construction, the construction work will be subject to such inspection by its representatives as they may deem necessary, but such inspection will in no case make the Federal Government, or State of Florida, a party to this contract.

AUTHORITY OF THE ENGINEER AND ENGINEER'S ASSISTANTS

- A. All work shall be done in accordance with the Contract Documents.
- B. It is agreed by the parties hereto that the Engineer shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the contract, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of the contract.
- C. The Owner retains the right to inspect all work to verify compliance with the Contract Documents. The Engineer may appoint such assistants and representatives as desired. They shall be authorized to inspect all work done and all materials furnished. This right of inspection in no way means or implies Owner control or other supervision over the work done or the work site. This right is solely for the Owner's benefit and imposes no duties or responsibilities on the Owner and confers no rights on any other parties. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such assistants shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.

- D. The assistants and representatives shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. The Contractor shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the Inspector or other assistant shall in no way lessen the responsibility of the Contractor.

E. Failure of the Engineer to Reject Work During Construction:

If during, or prior to construction operations, the Engineer should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his later rejection when such defect is discovered, or obligate the Owner to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

LANDS FOR WORK AND ACCESS THERETO

- A. The Owner will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the Owner. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.
- B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis.
1. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Owner. If the Contractor fails to clean-up the site, the Owner may choose to clean-up the site at the Contractor's expense.
- C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Owner after obtaining necessary permits, and shall be built with labor and materials furnished by the Contractor without expense to the Owner. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by him at his expense upon the completion of the work. With the written consent of the Owner, such buildings and/or utilities may be abandoned and need not be removed.
- D. The Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents, and shall not unreasonably encumber the project site with construction equipment or other material or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work.
- E. The Contractor is responsible for ensuring and complying with any permit requirements from Federal, State, County, or local agencies in the storage of material on properties not under the control of the Owner. The Contractor shall provide best management practices at storage sites to prevent erosion, hazardous materials contamination, or other contaminations from occurring.

SITE INVESTIGATION

- A. Each Contractor shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under the contract. The Contractor shall thoroughly examine and be familiar with the Contract Documents. Failure or omission of the Contractor to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Contract.

The Owner does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

- B. The Contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, including but not restricted to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, river stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of

equipment and facilities needed preliminary to and during prosecution of the work.

- C. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials, obstacles, or conditions to be encountered.
- D. Any failure by the Contractor to acquaint himself with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from responsibility for adequately evaluating the difficulty or cost of successfully performing the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
- E. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless such understanding or interpretations are made in writing.

PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

- A. Location of existing structures and utilities provided in the Contract Documents are approximate only. Any damage to existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.
- B. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Owner. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- C. Care will be taken by the Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Contractor will be liable for, or may be required to replace or restore at his own expense, all vegetation that may be destroyed or damaged due to the Contractor's failure to protect and preserve same as required herein.
- D. Where the Contractor hauls material or equipment to the project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, he shall immediately, at his expense, repair such road or bridge to as good a condition as before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.
- E. The Contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the work, or other work or materials of the Owner or Owner's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.
- F. All existing monuments shown on these plans are to be preserved, if possible. Any monuments damaged or destroyed without the express written permission of Owner, including but not limited to horizontal and vertical control points and property corners, are to be restored at the expense of the Contractor by a professional surveyor and mapper, licensed to do business in the State of Florida.

OTHER WORK

- A. The Contractor will cooperate with Owner's separate contractors who may be engaged in authorized work prior to final completion of the project.
- B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The Owner may perform other work related to the project at the site by the Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the Owner within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have

waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The Contractor shall afford each utility owner and other contractors (or the Owner, if the Owner is performing the additional work with the Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Owner and the others whose work will be affected.

- D. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Owner, in writing, any delays, defects or other problems in such other work that render it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's work.

SUBMITTALS

A. Schedule

1. At or before the Pre-Construction Conference, the Contractor shall submit a preliminary Construction Progress Schedule to the Owner. The Engineer and the Owner will review the schedule and provide the Contractor with comments. Within ten (10) days after receipt of the comments, the Contractor shall deliver to the Owner a Construction Progress Schedule in a form satisfactory to the Owner and showing the proposed dates of commencement and completion of each of the various subdivisions of work. A bar graph format is acceptable for the Construction Progress Schedule. If required by the Owner, at or before the Pre-construction Conference, the Contractor shall provide to the Owner a breakdown of estimated monthly payments for the entire duration of the contract period.
2. For lump sum contracts, the Contractor shall also furnish the Owner with a detailed estimate giving a complete breakdown of the value of items of work to be paid for the purpose of making partial payments thereon. The values employed in making up this estimate and the schedule will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the contract price.
3. The Construction Progress Schedule shall be updated by the Contractor. All updates to the progress schedule shall be submitted for the Owner's file.
4. The work shall be planned and carried out so as to minimize the interruption of existing services, and/or traffic, or as directed by the Owner/Engineer.
5. If a National Pollution Discharge Elimination System (NPDES) Construction Permit is required for the Project, prior to construction the Contractor is to furnish the Owner/Engineer a copy of the Stormwater Pollution Prevention Plan (SWPPP).

B. Shop Drawings/Working Drawings

1. Four (4) complete sets of detailed shop or working drawings shall be furnished by the prime Contractor to the Engineer for review and processing. The submittal shall include all details, computations, materials, loads, stresses, member sizes, deflections, and temporary connections for precasting.
2. All shop, working and erection drawings prepared by the Contractor or his subcontractor, fabricator or supplier shall be REVIEWED, DATED, STAMPED, APPROVED, SEALED (if required), and SIGNED BY THE CONTRACTOR prior to submission to the Engineer for review by the Engineer of Record. By approving and submitting shop or working drawings, the Contractor represents that he has verified work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each submission shall indicate the specification section or bid item number and page and/or sheet number to which the submission applies. Under no circumstances will submittals be accepted from subcontractors.

The Contractor shall indicate on the working, shop and erection drawings all deviations from the Contract Documents and shall itemize all deviations in the letter of transmittal.

3. Submittals shall be made to the Engineer and will be distributed to the appropriate Design Engineer of Record by the Engineer. The Contractor shall identify each submittal by contract number and title on the form provided by the Engineer. All submittals are to be transmitted in an expeditious manner to ensure "next day delivery". After they have been reviewed by the Engineer or Design Engineer of Record, all submittals shall be stamped either "no exceptions," "exceptions noted" or "rejected" with resubmittal required and returned to the Contractor.
4. Prior to receipt of the reviewed shop or working drawings from the Engineer, work done or materials ordered for items covered by the drawings shall be done at the Contractor's risk.
5. All submittals by the Contractor shall be made sufficiently in advance of the scheduled start of the applicable construction operation to allow for shop drawings review and for Contractor action required in addressing review comments. The review period shall begin on the day the submittal is received in the office of the Engineer and shall be completed on the day the Engineer transmits reviewed drawings to the Contractor.
6. The Contractor shall schedule the submission of shop drawing sheets (to be discussed at the pre-construction meeting) so that approximately twenty-one (21) days are allowed for review by the Engineer and Design Engineer of Record for routine work. For more complex work, the number of copies and the scheduled time for review shall be increased proportionately to the complexity of the work. Contractor submittals that are to be considered as complex and requiring proportionately greater review time include, but are not limited to, the following:
 - a. Contractor submittals of alternative design features or modifications to the original design.
 - b. Contractor submittals of complex designs, unusual construction or equipment and methods requiring analysis of design calculations.
 - c.

C. Material Safety Data Sheets Requirement

If any chemicals, or materials or products containing toxic substances are to be used at any time during this Contract, pursuant to completion of this Contract, the Contractor shall furnish a Material Safety Data Sheet to both the Owner and the Engineer, prior to commencing such use.

D. Materials

1. **Delivery Tickets:** The Contractor shall submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.
2. **Job Mix Formula for Asphaltic Concrete:** Attention is directed to the provisions of FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" 2010, and all supplemental specifications thereto which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by the Engineer and Owner prior to its use. The Contractor shall prepare the mix formula to be submitted to the Engineer and Owner.
3. **Job Mix Formula for Portland Cement Concrete:** Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the project. The submitted formulas shall be approved by the Engineer and Owner prior to its use. All concrete mix designs shall meet FDOT Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.
4. All Job mix formulas shall be submitted to the Engineer and Owner.

RIGHT TO AUDIT

- A. All of the Contractor's records related to the performance of this contract shall be open to inspection and subject to reproduction by the Owner during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Contractor or any of his payees pursuant to the execution of the contract. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating work sheets, correspondence,

Change Order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this contract, and any records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

- B. For the purpose of such audits, inspections, examinations and evaluations the Owner shall have access to the said records from the effective date of this contract, for the duration of the work, and until thirty-six (36) months after the date of final payment by the Owner to the Contractor for performance under this contract. The Contractor hereby agrees to maintain said records in safe and dry storage until the end of this time period.
- C. The Owner shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

DRAINAGE AND EROSION CONTROL

The Contractor shall so conduct his operations and maintain the work in such condition that adequate drainage and erosion control will be in effect at all times. The Contractor shall ensure that all work complies with the plans and permits.

The Contractor shall prepare and submit a Notice of Intent (NOI) to the Florida Department of Environmental Protection (FDEP) for a National Pollution Discharge Elimination System (NPDES) Construction Permit. Additionally, the Contractor shall comply with all NPDES requirements including maintaining a Stormwater Pollution Prevention Plan (SWPPP).

STANDARD SPECIFICATIONS

Unless otherwise specified, the standard specifications to be used for this work shall be the FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2010 hereinafter referred to as "Standard Specifications," except as amended under this Contract.

PRIORITY

In any instance where there is an apparent conflict between these provisions and the corresponding terms of the "Standard Specifications," these provisions shall be controlling.

SURVEY AND LAYOUT

- A. The Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the project. All control points shall be established and maintained through the contract period by the Contractor.
- B. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment and setting of the project control. All primary control points such as section corners, points of intersection, points of curvature and points of tangency shall be installed, referenced by acceptable standards, and maintained through the contract period. All stakes and points shall be clearly marked and identified.
- C. The Contractor's registered Professional Land Surveyor and all employees engaged in survey efforts shall keep proper documentation of survey notes in hard bound books. The use of digital data storage capabilities may be used in lieu of hardbound books.
- D. The Contractor may perform or select the option to employ a Florida registered Professional Land Surveyor to provide construction layout. All layout and measurements shall be performed from control and boundaries established and maintained by the Contractor's Florida registered Professional Land Surveyor.
- E. The Contractor shall be responsible to perform all layout in acceptable standard methods. All items shall be clearly staked and marked. Roadway items shall be staked for horizontal alignment relative to the edge of pavement with appropriate offset stakes. All vertical grades should be referenced to the nearest even foot cut or fill where practical. Tabulated cut/fill sheets are acceptable for utility work items, copies of which shall be furnished to the Owner/Engineer prior to the work.
- F. All calculations for intermediate grades and locations shall be performed by the Contractor. All calculations shall

be transcribed in hardbound field books prior to layout and staking.

- G. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to provide Project Record Drawings (As-Built) in both signed and sealed hard copies as well as a diskette containing the Autocad files and PDF sheet files.

LABORATORY TESTING

Cost of all required field and laboratory testing shall be borne by the Contractor. Testing shall be in accordance with the Standard Specifications and follow typical practices.

CONFORMITY OF WORK WITH PLANS

- A. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.
- B. In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications, but that reasonably acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification, which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgment.
- C. For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown in the plans, provided that all template and straight edge requirements are met and that suitable transitions are effected.

GUARANTEE

All work shall be guaranteed for a period called out in these documents after completion and acceptance of the work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the Owner under the laws of the State of Florida.

WARRANTY

The Contractor shall obtain and assign to the Owner all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within thirty-six (36) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work that may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the Owner is entitled as a matter of law.

Please return pages 18-22 to:
CITY OF EUSTIS
Purchasing Dept.

City Of Eustis Bid # 007-17
Sewer Rehabilitation Services
Price Page 1 of 2

The undersigned acknowledges receipt of:

Addenda Number _____, dated _____.
 Number _____, dated _____.
 Number _____, dated _____.

By submitting a bid response, the undersigned agrees:

- Has examined all bid documents and understands that in submitting a bid, he/she waives all right to plead any misunderstanding regarding same.
- To hold his bid open for acceptance for sixty (60) days after bid opening.
- To accept the provisions of the Instruction to Bidders regarding the disposition of bid security.
- To enter into and execute a contract with the City within ten (10) calendar days, if awarded.
- To begin work not later than ten (10) calendar days after issuance of a "Notice to Proceed" and to complete the work within the time period specified in the written documents.

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*Provide the following unit prices, which shall be used as a basis for pricing associated with added and/or deleted quantities of work, as directed by the Owner. All work related to unit prices shall be performed in accordance with the requirements of the Contract Documents.*

*Prices shall include all labor, material, equipment, taxes, payroll costs, insurance, bonds, overhead, profit and any other pertinent items. Unit prices are to be used for both additions to and deducts from the Contract Price.*

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COMPANY NAME: _____ FEID # _____

Please check one:

Corporation _____ Partnership _____ Other _____
Proprietorship _____ Joint Venture _____ Subsidiary _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

SIGNATURE/TITLE (PRINTED): _____

TELEPHONE # _____ E-MAIL: _____ DATE: _____

City Of Eustis Bid # 007-17
Sewer Rehabilitation Services
Price Page 2 of 2

Item	Description	Unit	Unit Price
	Day Rate: Multiple Locations	EA	\$
Traffic Control/ MOT, Equipment Set-up and Monitoring			
	Mobilization Per Vehicle	EA	\$
Sanitary Sewer Manhole & Pipe Preparation/ Plug, Preclean and Video			
	Vac Truck, Pre Clean Sanitary Sewer	LF	\$
	CCTV/Video, Pre Video Sanitary Sewer	LF	\$
Sanitary Sewer CIPP Installation			
	CIPP Liner Equipment Site SET-up Per Run	EA	\$
Sanitary Sewer CIPP 4.5 mm Liner Thickness (used in 2 -14 ft manhole depths)			
			Minimum Footage
	6" Diameter	LF	\$
	8" Diameter	LF	\$
	10" Diameter	LF	\$
	12" Diameter	LF	\$
	16" Diameter	LF	\$
	18" Diameter	LF	\$
	24" Diameter	LF	\$
Sanitary Sewer CIPP 6 mm Liner Thickness (used in 14-25 ft manhole depths or where more structural integrity is needed)			
			Minimum Footage
	6" Diameter	LF	\$
	8" Diameter	LF	\$
	10" Diameter	LF	\$
	12" Diameter	LF	\$
	16" Diameter	LF	\$
	18" Diameter	LF	\$
	24" Diameter	LF	\$
Sanitary Sewer CIPP Reinstatement			
	Mainline Lateral Reinstatement	EA	\$
	Mainline Invert Reinstatement	EA	\$
Sanitary Sewer CIPP Installation Post Video			
	CCTV/Video, Post Video	LF	\$
Additional Services			
	Plugging Mainline 6"-10"	Day	\$
	Plugging Mainline 12"-16"	Day	\$
	Plugging Mainline 18"-24"	Day	\$
	Manhole Bypass Pumping 6"-10" Flow	Day	\$
	Manhole Bypass Pumping 12"-16" Flow	Day	\$
	Manhole Bypass Pumping 18"-24" Flow	Day	\$
	Mainline Hammer Tap/ Extended Lateral Removal	EA	\$
	Root Intrusion Removal	HRLY	\$
	Chemical Grout Repairs 6"-10"		\$
	Chemical Grout Repairs 12"-16"		\$
	Chemical Grout Repairs 18"-24"		\$
	Additional Video and Reports	EA	\$

City Of Eustis Bid # 007-17
Sewer Rehabilitation Services

Subcontractor List

Name/Address of Company	Work Contracted
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

The contractor shall notify the Purchasing Department prior to any changes in subcontractors.

~~~~~  
COMPANY NAME: \_\_\_\_\_ FEID # \_\_\_\_\_

*Please check one*

*Corporation* \_\_\_\_\_

*Partnership* \_\_\_\_\_

*Other* \_\_\_\_\_

*Proprietorship* \_\_\_\_\_

*Joint Venture* \_\_\_\_\_

*Subsidiary* \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

SIGNATURE/TITLE: \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ E-MAIL: \_\_\_\_\_ DATE: \_\_\_\_\_

## DRUG FREE WORKPLACE

### CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/RFP's, which are equal with respect to price, quality and services, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid/RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

## REFERENCE LIST

FOR: \_\_\_\_\_

Bidding Company's Name

1.   Contact Name: \_\_\_\_\_  
  
      Company: \_\_\_\_\_  
  
      Project  
      Detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
      Address: \_\_\_\_\_  
  
      Telephone # : \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
~~~~~
2. Contact Name: _____

 Company: _____

 Project
 Detail: _____

 Address: _____

 Telephone # : _____ E-Mail Address: _____
3. ~~~~~

 Contact Name: _____

 Company: _____

 Project
 Detail: _____

 Address: _____

 Telephone # : _____ E-Mail Address: _____
~~~~~

**Please provide references of a similar nature to the work described in these bid documents. You may duplicate this form, as needed.**

**STATEMENT OF NO BID**

Purchasing Director  
City of Eustis  
P.O. Drawer 68  
Eustis, FL 32727-0068

We, the undersigned, decline to bid on **City Bid #007-17– Sewer Rehabilitation Services,**  
for the following reasons:

- |       |                                                              |
|-------|--------------------------------------------------------------|
| _____ | Suitable, but engaged in other work.                         |
| _____ | Cannot supply at this time.                                  |
| _____ | Quantity too small.                                          |
| _____ | Unable to meet specifications.                               |
| _____ | Unable to meet bond requirements.                            |
| _____ | Opening date does not allow sufficient time to complete bid. |
| _____ | Other, please explain.                                       |

~~~~~

We understand that if the "Statement of No Bid" letter is not executed and returned, our name may eventually be deleted from the list of qualified bidders for the City of Eustis.

COMPANY NAME: _____

(Please check one)

Corporation _____	Partnership _____	Other _____
Proprietorship _____	Joint Venture _____	Subsidiary _____

Address _____

Authorized Signature/Title _____

Telephone # _____ Fax# _____

Date: _____ E-Mail _____

QUOTATION

AMERICAN IN-LINE INSPECTION, Inc.

415 Timaquan Trail
Edgewater, FL 32132

Phone (386) 409-5446
Fax (386) 957-4919

Proposal Submitted To: City of Daytona Beach Shores	Phone: 386-763-7577	Date: 11-07-2022
Street: 2990 S. Atlantic Ave.	Job Name: 130 Glen Myra Ave. SAN CIPP Rpr.	
City, State, Zip Code: Daytona Beach Shores, FL 32118	Job Location: 130 Glen Myra Ave. D. B. S.	
ATTN: Mr. Alex Schwab, U.S. 386-316-7380	Fax/email: Aschwab@cityofdbbs.org	

We propose hereby to furnish the following: **DAY OR NIGHT WORK, TWO (2) SEPARATE RUNS**

MOT Set-up, Pre-Clean and Pre & Post CCTV Two (2) Separate Runs approx. 243 +/- LF of 15" Existing VCP Sanitary Sewer Pipe, than Install Two (2) Separate Runs totaling 243 +/- LF of 15" C.I.P.P. Manhole to Manhole Liner System, using the NLC-115-18 100% Epoxy Lamination System. Our prices include all labor, material, equipment, and workmanship to complete the project, along with a clear typed report and video before & after the repairs. (DVD/Thumb-drive) Additional copies are \$25.00 each.

Traffic Control/MOT, Equipment Set-up and Monitoring @ \$450.00 Per Project.....\$ 900.00
Estimated Two (2) Days

Mobilization & Demobilization, Per Vehicle @ \$125.00 each.....(Estimated 5-Vehicles)....\$ 650.00
Manhole Bypass Pumping / Flow Control 12" to 16" Flow @ \$1,650.00 Per Day.....\$ 3,300.00
Estimated Two (2) Days

Pre-Clean & CCTV approx. 243 +/- LF of 15" Existing VCP SAN Pipe @ \$2.50 per LF.....\$ 607.50
CIPP Liner Equipment Site Set-up per run @ \$400.00 each.....\$ 800.00
Estimated Two (2) Days

Install Two (2) Separate Run's Totaling 243 +/- LF of 6mm, 15" CIPP M/H to M/H 100% Epoxy Liner System @ 141.00 per LF.....\$ 34,263.00
40 LF of 15" Dry Bag Included

Confined Space Reinstate Four (4) Inverts, one in each manhole structure @ \$200.00 ea....\$ 800.00
Robotically Reinstate One (1) Service Lateral inside the main pipe run @ \$250.00 ea.....\$ 250.00
Post CCTV approx. 243 +/- LF of 15" CIPP MH to MH SAN Sewer Pipe @ \$1.00 per LF..\$ 243.00

ESTIMATED TOTAL PRICE \$ 41,813.50

To be provided by others/the hiring municipality: Acceptable access to system to perform duties requested, Permits, Water Meter, and suitable dump site for debris or transportation & environmental disposal charges will apply.

We appreciate this opportunity to serve City of Daytona Beach Shores.

Note: This proposal may be withdrawn by us if not accepted within **20** days.
Please contact our office for any scheduling needs
Payment terms are **Net 30 days**

REPRESENTATIVE: Walt Kush

Authorized Signature: _____ Date: **11-07-2022**

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 outlined above. We understand that collection costs and attorney fees will be recovered if contract is not paid in full.

Authorized Signature: _____ Date: _____

QUOTATION

AMERICAN IN-LINE INSPECTION, Inc.

415 Timaquan Trail
Edgewater, FL 32132

Phone (386) 409-5446
Fax (386) 957-4919

Proposal Submitted To: City of Daytona Beach Shores	Phone: 386-763-7577	Date: 11-07-2022
Street: 2990 S. Atlantic Ave.	Job Name: Oceans West Blvd. SAN CIPP Rpr.	
City, State, Zip Code: Daytona Beach Shores, FL 32118	Job Location: Oceans West Blvd., D. B. S.	
ATTN: Mr. Alex Schwab, U.S. 386-316-7380	Fax/email: Aschwab@cityofdbbs.org	

We propose hereby to furnish the following: **DAY OR NIGHT WORK, ONE (1) SEPARATE RUN**

MOT Set-up, Pre-Clean and Pre & Post CCTV One (1) Separate Run approx. 397 +/- LF of 10" Existing PVC Sanitary Sewer Pipe, than Install One (1) Separate Run totaling 397 +/- LF of 10" C.I.P.P. Manhole to Manhole Liner System, using the NLC-115-18 100% Epoxy Lamination System.

Our prices include all labor, material, equipment, and workmanship to complete the project, along with a clear typed report and video before & after the repairs. (DVD/Thumb-drive) Additional copies are \$25.00 each.

Traffic Control/MOT, Equipment Set-up and Monitoring @ \$450.00 Per Project.....\$ 450.00
Estimated One (1) Day

Mobilization & Demobilization, Per Vehicle @ \$125.00 each.....(Estimated 5-Vehicles)....\$ 650.00

Manhole Bypass Pumping / Flow Control 6" to 10" Flow @ \$1,225.00 Per Day.....\$ 1,225.00
Estimated One (1) Day

Pre-Clean & CCTV approx. 397 +/- LF of 10" Existing VCP SAN Pipe @ \$2.50 per LF.....\$ 992.50

CIPP Liner Equipment Site Set-up per run @ \$400.00 each.....\$ 400.00
Estimated One (1) Day

Install One (1) Separate Run Totaling 397 +/- LF of 6mm, 10" CIPP M/H to M/H 100% Epoxy Liner System @ 84.50 per LF.....\$ 33,546.50
20 LF of 10" Dry Bag Included

Confined Space Reinstate Two (2) Inverts, one in each manhole structure @ \$200.00 ea.....\$ 400.00

Post CCTV approx. 397 +/- LF of 10" CIPP MH to MH SAN Sewer Pipe @ \$1.00 per LF..\$ 397.00

ESTIMATED TOTAL PRICE \$ 38,061.00

To be provided by others/the hiring municipality: Acceptable access to system to perform duties requested, Permits, Water Meter, and suitable dump site for debris or transportation & environmental disposal charges will apply.

We appreciate this opportunity to serve City of Daytona Beach Shores.

Note: This proposal may be withdrawn by us if not accepted within **20** days.

Please contact our office for any scheduling needs

Payment terms are **Net 30 days**

REPRESENTATIVE: **Walt Kush**

Authorized Signature: _____ Date: **11-07-2022**

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 outlined above. We understand that collection costs and attorney fees will be recovered if contract is not paid in full.

Authorized Signature: _____ Date: _____



**CITY COMMISSION AGENDA MEMORANDUM
DECEMBER 13, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Approval of McKim & Creed Contract for Design to Bid Engineering Services For Master Pump Station Odor Control

SYNOPSIS:

If approved, the subject design to bid contract between the City of Daytona Beach Shores and McKim & Creed, Inc. would allow the City to enter into the first phase of replacing a very outdated odor control system at the City's master sewer station located at 117 Seaway Avenue. The City currently has a continuing services contract for engineering services with McKim & Creed, Inc. The continuing services contract was approved in 2019 by the City Commission and terminates in 2024.

Staff has consulted with McKim & Creed's references and verified that the firm is experienced and competent to execute the terms of the contract regarding this project. Further, McKim & Creed has worked on several City sewer studies and projects over the past 15 years and is familiar with the City's master sewer station and system.

This is a budgeted item. The construction phase of the project will also be budgeted accordingly.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval.

SUGGESTED MOTION:

ATTACHMENT: 1. Master Pump Station Odor Control_DBS 01Nov2022



139 Executive Circle, Suite 201. Daytona Beach, FL. 32114 (386) 274-2828

WORK ORDER INITIATION

for the

CITY OF DAYTONA BEACH SHORES

Date: 31Oct022
Consultant Proposal Number: 213736
City Master Agreement: RFQ 2018-01

I. PROJECT TITLE:

Daytona Beach Shores-Master Pump Station
ODOR CONTROL PROJECT

II. PROJECT UNDERSTANDING:

Daytona Beach Shores (CITY) owns and operates the Master Pump Station (MPS), located at 117 Seaway Ave., Daytona Beach Shores in Volusia County, FL. The Pump station contains 3 pumps and has a design capacity of 3,750 gpm with a current Estimated average daily flow (ADF) of 683,890 GPD. The scope of this assignment is to replace the existing odor control system to improve operational efficiencies.

The CONSULTANT is to provide design phase services for the replacement of the odor control system. Major components of the project include:

- Field Tests to determine existing H₂S Concentrations
- Odor control system design

These Scope of Services do not include construction phase services. The CITY has requested that McKim & Creed provide the following services in conjunction with this work assignment.

III. SCOPE OF SERVICES:

Subject to the terms and conditions of the Continuing Engineering Contract Agreement, made and entered into February 15, 2019, by and between the City of Daytona Beach Shores and McKim & Creed, Inc., identified herein, and the additional terms and conditions contained in this Work Order, McKim & Creed, Inc. offers to provide the Services as described.

The initial scope of services will be performed in the work elements outlined below:

Task 1 – Project Management, Coordination, Field Review, and Data Collection

Task 2 – Evaluation and Analyses

Task 3 – Preliminary Design (30%)

Task 4 – 75% Design Phase

Task 5 – Final (100%) Design Phase

Task 6 – Bid Documents

The detailed scope of services is as follows:

TASK 1: PROJECT MANAGEMENT, COORDINATION, FIELD REVIEW AND DATA COLLECTION

A. Project Initiation & Administration

CONSULTANT will develop project management and administration documents that will include project set-up, project schedule, project management plan, QA/QC plan, hard and electronic file systems, sub-consultant agreements, and will attend an internal kick-off meeting with the design team. A Project Kick-Off Meeting will be held with the CITY and CONSULTANT to discuss the overall project approach, introduce key team members, and to establish lines of communication. CONSULTANT will prepare the meeting agenda and a detailed schedule for discussion at the meeting. CONSULTANT will provide meeting minutes to summarize the notes and action items from each of the meetings and workshops. The CONSULTANT will provide monthly status reports of the progress of this scope of work to accompany monthly invoices and will administer the project from inception through bidding as part of this task.

B. Field Reviews

CONSULTANT will conduct field visits to review the current odor control system, check actual conditions against available record drawings, and review operations. The site visits will familiarize the design team with the condition of existing site constraints and opportunities for the configuration of a new Odor Control System.

C. Data Collection and Review

CONSULTANT will coordinate with the CITY to obtain information that will be used to assist with the design. Field Tests will be conducted over a 1 week period to determine the existing H₂S concentrations of incoming sewer.

CITY will provide any record drawings of the existing pump station and odor control system as well as previous studies conducted at the Master Pump Station.

TASK 2: EVALUATION AND ANALYSES

A. Evaluation Study:

CONSULTANT will work with CITY to evaluate solution options.

The study and findings will be documented in a technical memorandum (TM) provided to the CITY for review and comment upon completion. The TM will include a summary of the findings and modifications needed to implement the options, as well as associated costs to implement the solutions. This TM will also include an Opinion of Probable Construction Costs (OPCC). It is anticipated that one review meeting will be held prior to finalizing the TM.

TASK 3: BASIS of DESIGN REPORT/PRELIMINARY DESIGN (30%)

A. Site Visits:

CONSULTANT will attend up to two site visits to the MPS.

B. Conceptual Sizing/Layout

Conceptual sizing and layout will be proposed using the results of the site visits, and locations of existing features. The conceptual design will be used as the basis for site configuration recommendations and will form the basis of design. A technical memorandum will be issued summarizing conceptual sizing and layout of recommended components.

C. Basis of Design Report (BODR)

CONSULTANT will develop a draft BODR to document the existing conditions and evaluated equipment technologies at the 30% completion level. The purpose of the drawings is to present general arrangements, layout, and process diagrams of the proposed design. Class 3 estimates of probable cost will also be included and developed based on AACE classifications. One (1) review meeting will be conducted prior to issuing the final report.

TASK 4: 75% DESIGN PHASE

A. Prepare 75% Drawings: CONSULTANT will prepare 75% design drawings.

B. Prepare 75% Technical Specifications: CONSULTANT will prepare 75% Technical Specifications for the construction of the new components and facilities. The 75% Specifications will include the Front-End Documents, Summary of Work, Measurement & Payment, and Special Project Procedures.

C. Prepare CONSULTANT's 75% Opinion of Probable Construction Cost: Consultant will prepare the cost opinion to 75% level using information from manufacturers and 75% design documents. A Class 2 estimate of probable cost will be developed based on AACE classifications.

D. 75% Design Phase Meeting: CONSULTANT will attend a 75% design meeting to review CITY comments. Comments and responses will be documented. CONSULTANT will prepare meeting agenda and minutes for distribution.

TASK 5: FINAL (100%) DESIGN PHASE

A. Prepare 100% Drawings: Based on the CITY's 75% review comments and discussions at the 75% review meeting, CONSULTANT will advance the 75% design drawings to 100% complete.

B. Prepare 100% Technical Specifications: Based on the CITY's 75% review comments and discussions at the 75% review meeting, CONSULTANT will advance the 75% technical specifications to 100% complete.

C. Prepare Engineer's 100% Opinion of Probable Construction Cost: The CONSULTANT's 75% Opinion of Probable Construction Cost will be updated for the 100% Submittal. A Class 1 estimate of probable cost will be developed based on AACE classifications.

D. 100% Design Review Meeting: CONSULTANT will attend a 100% design meeting to review CITY comments. Comments and responses will be documented. CONSULTANT will prepare meeting agenda and minutes for distribution.

TASK 6: BID DOCUMENTS

A. Prepare Bid Documents and Submit Bid Package to CITY

CONSULTANT will incorporate CITY comments from the 100% Design Submittal and the reviewing agency comments and prepare Bid Documents, which will include updated Bid set Drawings and Technical Specifications.

B. Conformed Documents

CONSULTANT will prepare a set of drawings and specifications that include any changes made to the documents during the Bid Phase. "Conformed" CITY "Front Ends" will be generated by the CITY.

DELIVERABLES

1. One hard copy and one electronic, PDF of the Evaluation Study Technical Memo.

2. One electronic PDF of the BODR report submittal.
3. One electronic PDF each of 75% and 100% design documents.
4. Bid Documents including:
 - a. One unbound hard copy of signed and sealed 22" x 34" and 11"x17" sets of drawings.
 - b. One unbound hard copy of signed & sealed technical specifications.
 - c. One hard and PDF copy of Opinion of Probable Construction Cost.
 - d. One PDF copy of the Bid Documents.
5. Conformed Documents including:
 - a. Two hard copies of 22" x 34" drawings and technical specifications along with PDF of documents for the CITY's use.

EXCLUSIONS

Due to the nature of this project, there may be additional services required to complete the project which are not included in this scope of services. At the CITY's written request, these services may include, but not be limited to:

- Preparation or attendance at public relation and/or public coordination meetings.
- Development of public information including drawings, figures, presentation boards.
- Additional surveys (topographical, hydrographical or boundary) beyond that described above.
- Additional property research, easement legal description and sketches.
- Environmental surveys.
- Geotechnical investigation.
- Video inspection, pigging and/or in-line leak detection or evaluation of gravity collection systems.
- Pump Station inspections or testing beyond those described above.

IV. PROJECT SCHECULE:

This schedule is based on several tasks being performed concurrently and assumes a 1-week review by the CITY for each submittal. The Work Assignment start date will be the date of the authorization of the Work Assignment by the CITY. This Work Assignment will remain in effect through the completion and acceptance of the project by the CITY.

The Scope of Services described above for Task 1 through Task 5 will be completed within 30 weeks from receipt of Notice to Proceed (NTP) as detailed below.

Description		Completion Weeks Following NTP
	Task 1	
Field Review and Data Collection		3
	Task 2	
Evaluation Study		6
	Task 3 (BODR)	
Preliminary Design		
	Draft	10
	Review Meeting #1	12
	Revised Draft	14
	Task 4	
75% Submittal		18
Review Meeting		20
	Task 5	
100% Submittal		23
Review Meeting		25
	Task 6	
Bid Documents		29

V. COMPENSATION:

McKim & Creed proposes to provide the scope of services outlined above in accordance with the following lump sum fees. The services will be executed in accordance with the McKim & Creed, Inc. Engineering Division General Conditions as outlined in the Professional Services Agreement. McKim & Creed is proposing to complete the design and permitting Scope of Services described above for a Lump Sum Fee of \$60,896.00. A Services Fee Matrix is attached as Exhibit A.

The fee estimate breakdown is as follows:

TASK	DESCRIPTION	COST
1	Project Management and Coordination	\$ 9,545.00
2	Evaluation and Analyses	\$11,316.00
3	Preliminary Design (30%)/BODR	\$ 6,103.00
4	75% Design Phase	\$19,050.00
5	Final (100%) Design Phase	\$ 5,461.00
6	Bid Documents	\$ 9,421.00
	Lump Sum Total	\$60,896.00

VI. CORRESPONDENCE/REPORTING PROCEDURES:

- ENGINEER's project correspondence shall be directed to Charles Hill, PE.
- All City project correspondence shall be directed to the Community Services Director.
- ENGINEER shall provide a minimum of forty-eight (48) hours' notice prior to conducting fieldwork/site visits. ENGINEER shall provide a minimum of seven (7) days notification for site visits requiring the assistance of City personnel.
- ENGINEER acknowledges that all City directives shall be provided by the City Community Services Director.
- A health and safety plan must be submitted and approved by the City Community Services Director prior to conducting any fieldwork/site visits.
- In addition to the original copies delivered as stated in the scope of work, all project deliverables will be submitted in electronic format on USB flash drive or other City approved device prior to approval of final invoice.

VII. INVOICING/FUNDING PROCEDURES:

For work performed, invoices shall be submitted monthly to the City of Daytona Beach Shores, City Clerk, Attn.: Cheri Schwab, 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida 32118. Contingency services will be billed as incurred only after written authorization provided by the City to proceed with those services.

City Invoicing Code: _____

At a minimum, in addition to the invoice amount(s), the following information shall be provided on all invoices submitted on the Work Order:

- A. Project Number, Purchase Order Number and Contract Amount.
- B. The time (begin and end date) covered by the invoice.
- C. A short narrative summary of activities completed through the invoiced period.
- D. Contract billing method – Lump Sum or Cost Times Multiplier.
- E. If Lump Sum, the percent completion, amount due, previous amount earned and total earned to date for all tasks (direct costs, if any, shall be included in lump sum amount).
- F. If Cost Times Multiplier, hours, hourly rates, names of individuals being billed, amount due, previous amount earned, total earned to date for each task and other direct costs (receipts will be required for any single item with a cost of \$50 or greater or cumulative monthly expenses greater than \$100).
- G. If the Work Order is funded by multiple funding codes, an itemization of tasks and invoice amounts by funding code.

VIII. SPECIAL CONSIDERATIONS:

The consultant named above is required to comply with Section 119.0701, Florida Statutes (2013) where applicable.

PREPARED BY:

PREPARED BY: 

Charles Hill, P.E., BCEE
Regional Manager
McKim & Creed, Inc.

APPROVED BY:

Stewart Cruz, AICP

**City Community Services Director
City of Daytona Beach Shores**

31 Oct 2022

Date:

Date:

Appendix A

STAFF CLASSIFICATION		Sr. Project Manager		Sr. Technical Specialist		Technical Specialist/PE II		Sr. Designer/II		Project Engineer/PM I		Project Administrator		Electrical		Structural		Subconsultants		TOTAL PER TASK
TASK	DESCRIPTION	RATE:	\$225.00	RATE:	\$205.00	RATE:	\$165.00	RATE:	\$125.00	RATE:	\$185.00	RATE:	\$90.00	RATE:	\$163.00	RATE:	\$225.00	V&A	ODC	
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL			
ENGINEERING SERVICES																				
Task 1	Project Management and Coordination																			
A	Project Initiation & Administration	2	\$450.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$326.00		\$0.00	\$2,704		\$3,480.00
B	Field Reviews/Site Assessment	1	\$225.00		\$0.00	1	\$165.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$4,464		\$4,854.00
C	Data Collection and Review	1	\$225.00		\$0.00	4	\$660.00		\$0.00		\$0.00		\$0.00	2	\$326.00		\$0.00			\$1,211.00
SUBTOTAL FOR TASK		4	\$900.00	0	\$0.00	5	\$825.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$652.00	0	\$0.00			\$9,545.00
Task 2	Evaluation and Analyses																			
A	Evaluation Study/Tech Memorandum	2	\$450.00		\$0.00		\$0.00	4	\$500.00		\$0.00	2	\$180.00	2	\$326.00		\$0.00	\$9,860		\$11,316.00
SUBTOTAL FOR TASK		2	\$450.00	0	\$0.00	0	\$0.00	4	\$500.00	0	\$0.00	2	\$180.00	2	\$326.00	0	\$0.00			\$11,316.00
Task 3	Preliminary Design (30%)																			
A	Site Visits	2	\$450.00		\$0.00	4	\$660.00	2	\$250.00		\$0.00		\$0.00	8	\$1,304.00		\$0.00			\$2,664.00
B	Conceptual Sizing/Layout		\$0.00		\$0.00	4	\$660.00	8	\$1,000.00		\$0.00		\$0.00	2	\$326.00		\$0.00			\$1,986.00
C	Basis of Design Report (BODR)	2	\$450.00		\$0.00	4	\$660.00		\$0.00		\$0.00	2	\$180.00	1	\$163.00		\$0.00			\$1,453.00
SUBTOTAL FOR TASK		4	\$900.00	0	\$0.00	12	\$1,980.00	10	\$1,250.00	0	\$0.00	2	\$180.00	11	\$1,793.00	0	\$0.00			\$6,103.00
Task 4	75% Design Phase																			
A	Prepare 75% Drawings		\$0.00		\$0.00	8	\$1,320.00	40	\$5,000.00		\$0.00		\$0.00	2	\$326.00		\$0.00			\$6,646.00
B	Prepare 75% Technical Specifications	2	\$450.00		\$0.00	10	\$1,650.00		\$0.00		\$0.00	10	\$900.00	4	\$652.00		\$0.00			\$3,652.00
	Update BODR Report		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00			\$0.00
C	Prepare CONSULTANT's 75% Opinion of Probable Construction	2	\$450.00		\$0.00	8	\$1,320.00		\$0.00		\$0.00		\$0.00	2	\$326.00		\$0.00			\$2,096.00
D	75% Design Phase Meeting	1	\$225.00		\$0.00	1	\$165.00		\$0.00		\$0.00		\$0.00	1	\$163.00		\$0.00			\$553.00
SUBTOTAL FOR TASK		5	\$1,125.00	0	\$0.00	27	\$4,455.00	40	\$5,000.00	0	\$0.00	10	\$900.00	9	\$1,467.00	0	\$0.00			\$19,050.00

FEE MATRIX

MPS Odor Control Replacement

ENGINEERING SERVICES

Daytona Beach Shores, FL / Utilities Project

31Oct2022

STAFF CLASSIFICATION		Sr. Project Manager		Sr. Technical Specialist		Technical Specialist/PE II		Sr. Designer/II		Project Engineer/PM I		Project Administrator		Electrical		Structural		Subconsultants		TOTAL PER TASK
TASK	DESCRIPTION	RATE:	\$225.00	RATE:	\$205.00	RATE:	\$165.00	RATE:	\$125.00	RATE:	\$185.00	RATE:	\$90.00	RATE:	\$163.00	RATE:	\$225.00	V&A	ODC	
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL			
Task 5 Final (100%) Design Phase																				
A	Prepare 100% Drawings		\$0.00		\$0.00		\$0.00	20	\$0.00		\$0.00		\$0.00	2	\$326.00		\$0.00			\$326.00
B	Prepare 100% Technical Specifications	2	\$450.00		\$0.00	6	\$990.00		\$0.00		\$0.00	8	\$720.00	2	\$326.00		\$0.00			\$2,486.00
	Update BODR Report		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00			\$0.00
C	Prepare CONSULTANT's 100% Opinion of Probable Construction	2	\$450.00		\$0.00	8	\$1,320.00		\$0.00		\$0.00		\$0.00	2	\$326.00		\$0.00			\$2,096.00
D	100% Design Phase Meeting	1	\$225.00		\$0.00	1	\$165.00		\$0.00		\$0.00		\$0.00	1	\$163.00		\$0.00			\$553.00
SUBTOTAL FOR TASK		5	\$1,125.00	0	\$0.00	15	\$2,475.00	20	\$0.00	0	\$0.00	8	\$720.00	7	\$1,141.00	0	\$0.00			\$5,461.00
Task 6 Bid Documents																				
A	Prepare Bid Documents and Submit Bid Pkg to CITY	1	\$225.00		\$0.00	8	\$1,320.00		\$0.00		\$0.00	16	\$1,440.00	8	\$1,304.00		\$0.00	\$4,252		\$8,541.00
B	Conformed Documents	2	\$450.00		\$0.00		\$0.00	2	\$250.00		\$0.00	2	\$180.00		\$0.00		\$0.00			\$880.00
SUBTOTAL FOR TASK		3	\$675.00	0	\$0.00	8	\$1,320.00	2	\$250.00	0	\$0.00	18	\$1,620.00	8	\$1,304.00	0	\$0.00			\$9,421.00
Total Manhours		23		0		67		76		0		40		41		0				247
																				\$60,896.00



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

“LIFE IS BETTER HERE.”

**CITY COUNCIL AGENDA MEMORANDUM
DECEMBER 13, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Council
COPIES TO: Kurt Swartzlander, City Manager
Cheri Schwab, City Clerk
FROM: Becky Vose, City Attorney
DATE: December 6, 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 November 21, 2022. Please advise if you have any questions, comments or concerns relative to these matters.

(1) *Public Records Requests*

Conducted legal research and advised staff as to appropriate responses to public records requests.

(2) *Opioid Settlement*

Provided a legal review of Opioid Settlement Document for settlement with Walmart.

(3) *Adoption of Additional Portions of International Property Maintenance Code and Ordinance*

Worked with city staff on matters relating to the adoption of additional portions of the International Property Maintenance Code. Drafted ordinance to accomplish the adoption.

(4) *City Hurricane Response with Posting of Buildings*

Worked with city staff and rendered legal advice as to drafting appropriate on-site notices and on-line notices as to status of damages to buildings and allowed/prohibited occupancy.

(5) *Building Safety Evaluations – Post-Hurricane*

Worked with city staff on issues related to building safety evaluations.

(6) *Non-conforming Use Relocation and Ordinance*

Worked with city staff and rendered legal advice as to how to handle and how to implement relocation of a non-conforming use whose location was damaged by Hurricane and assisted with ordinance drafting.

(6) *Warranty – Public Safety Roof*

Reviewed bid specifications, proposal and warranty for Public Safety Roof and worked with city staff on communication with contractor about need to change warranty.

Respectfully, submitted,

/s/ Becky Vose, City Attorney



CITY OF DAYTONA BEACH SHORES

"Life Is Better Here"

Office of the City Manager

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

MEMORANDUM

DATE: December 8, 2022

TO: City Commission: Mayor Nancy Miller, Vice Mayor Michael Politis,
Commissioner Mel Lindauer, Commissioner Richard Bryan,
Commissioner Chris Conomos

FROM: Kurt D. Swartzlander, City Manager

SUBJECT: City Manager's Report – December 13, 2022

PERMIT FEES

As of 12/6/22 the city has waived fees on 105 Permits equating to approximately \$19,300.

CHASE BANK PROPERTY

The City is now the owner of the vacant parcel located behind Chase bank and next to the public works building.

FDEP COUNTY WIDE MEETING

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

DECEMBER COMMISSION MEETING

Reminder that City Commission Meeting normally scheduled for December 27th, 2022 has been cancelled. The next regular commission meeting will be January 10th, 2023.



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 13, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Noel Eaton, Planner

PREPARED BY: Cheri Schwab, City Clerk

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 have previously restricted developable area based on the parking standard 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.

This is 2nd reading of Ordinance 2022-20

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.

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 Commissioner may motion as follows:

1. "I move to approve Ordinance 2022-20 as presented."
- OR
2. "I move to approve Ordinance 2022-20, with the following amendments..."
- OR
3. "I move to deny 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 ~~strikethrough~~ shall constitute deletions to the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA 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 ($\frac{1}{2}$) 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 ($1\frac{1}{2}$) 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:

GRETCHEN R. H. "BECKY" VOSE, 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

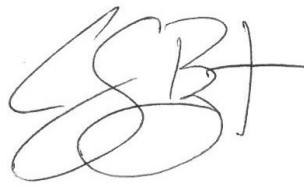
Description/ITE Code	Expected Units	Total Stalls Occupied in Peak Period						Anticipated Peak Period
		Average			85th Percentile			
		Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	
Mini-Warehouse 151 (Seahorse & All Aboard)	39.686	5.56	4.37	4.37	6.75	5.16	5.16	5:30 pm to 6:30 pm
Hardware/Paint Store 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	

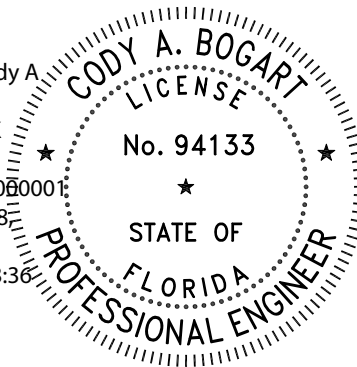
Based on the given rates, the entire proposed site is expected to have an average of 47 stalls filled on a weekday, which is 90% of the proposed capacity of 53 spaces. If all peak period times occur simultaneously, then 52 stalls will be occupied for that peak period. The trip generation shows that the 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 COMMISSION AGENDA MEMORANDUM DECEMBER 13, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission

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.

This is 2nd reading of Ordinance 2022-21.

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.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of Ordinance 2022-21 as presented.

SUGGESTED MOTION:

A City Commissioner 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, 2616 S Atlantic Ave (Parcel 532200040170)
 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:

GRETCHEN R. H. "BECKY" VOSE, 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

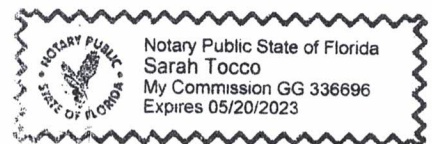
STATE OF Florida
COUNTY OF Hernando

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.

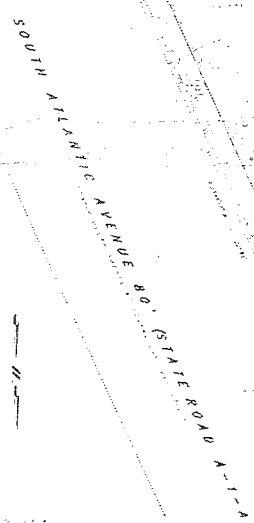
The Andy and Molly Clark Foundation donated \$400,000 in 2021 to Halifax Health to start an Arts in Medicine Program. We also have a permanent endowment with Daytona State College and Rotary International. All Aboard Storage also sponsored a Habitat for Humanity house in Orange City in 2020.

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

[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.

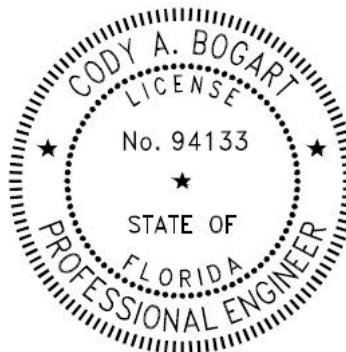
This letter does not constitute as an environmental survey or inspection, but as an opinion and request letter on behalf of the applicant.

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.

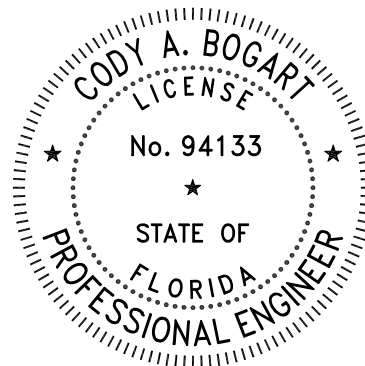
The trip generation calculations show that the proposed development will create an additional 28 Daily Trips, 1 AM Peak Hour and 4 PM Peak Hour trips. Trip generation calculations are based on the 8th Edition of the ITE manual which is the most up to date edition that is publicly available. Newer versions 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:

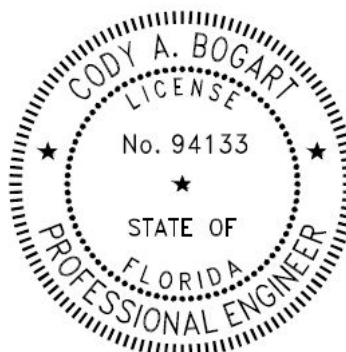
Utility	Average Daily Flow (GPD)	Max Daily Flow (GPD)	Peak Hourly Flow (GPD)
Water	-1,000	-2,000	-2.8
Wastewater	-750	-1,500	-2.1

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	
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

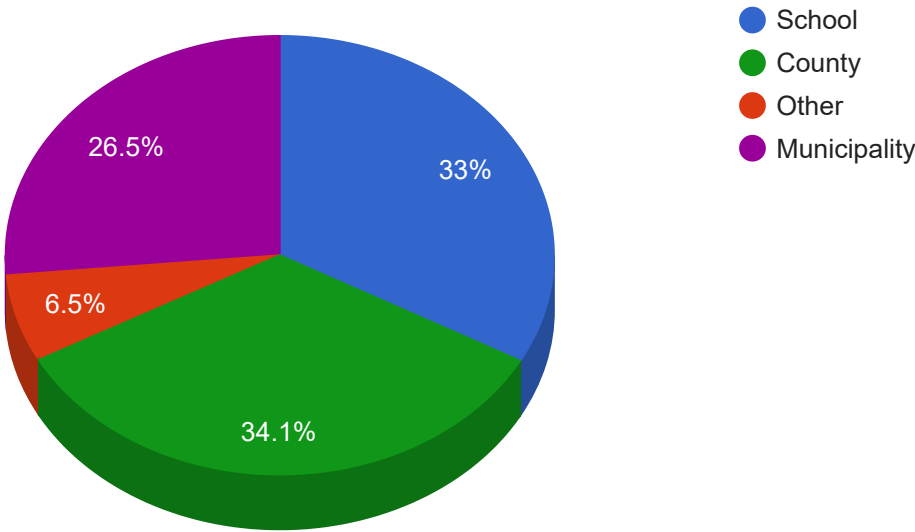
Values shown below are the 2022 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2021 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of 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

11-3-77

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

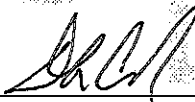
63-751/631

**** 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@infrafrank.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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thousand
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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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**PHOTOS say more than
words, add a PHOTO
to your ad!**

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**BE BOLD!
Make your ad standout.**

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.

2C4RC1GG3KR627596 2019 CHRY
2HKRL1867H1616036 2001 HOND
2HKRM4H56DH666209 2013 HOND
2T1BU4EE5DC021754 2013 TOYT
WBA3A5C53DF601045 2013 BMW
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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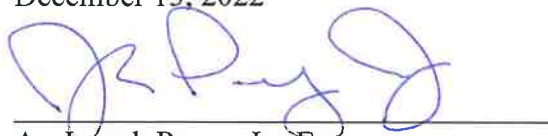
**AFFIDAVIT OF COMPLIANCE
WITH PUBLIC NOTICE REQUIREMENTS
OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA**

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
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 CATHEEN	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
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 WYLIE	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.

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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?
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☐ No

3. Service Type

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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

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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

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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

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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

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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

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3. Service Type

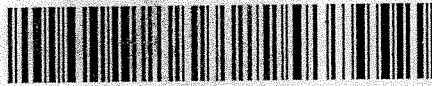
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1. Article Addressed to:
 June Kraft, President
 c/o Morbitzer Management, Inc.
 Sea Havens Homeowners Assoc
 772 Hunt Club Trl
 Port Orange, FL 32127-7788



9290 9901 3247 3400 1680 7241 98

2. Article Number (Transfer from service label)
 92147901324734001680724194

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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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A. Signature

X CIA CH 18/10

☒ Agent
☐ Address

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C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

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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

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92147901324734001680724286

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent
☒ Addressee

B. Received by (Printed Name)

Doe, Jane

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
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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 *[Signature]* ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Dan Hoffman

C. Date of Delivery

9/8/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
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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

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A. Signature

X *[Signature]* ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Phil Roushka

C. Date of Delivery

9-7-22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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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 *[Signature]* ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Dee Lange

C. Date of Delivery

9-3-22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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| ☐ Adult Signature | ☐ Priority Mail Express |
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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*:

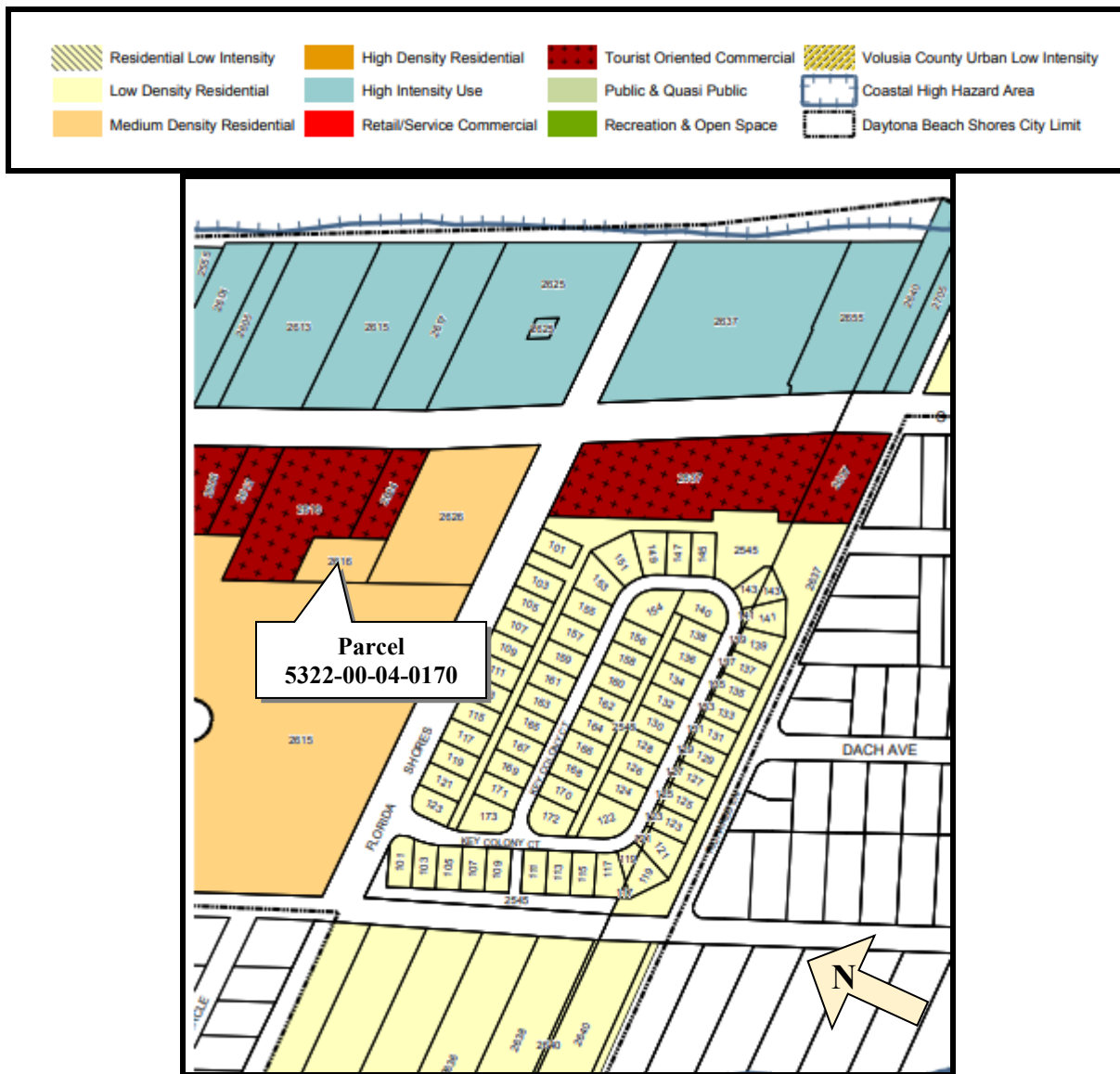
Overview:

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 COMMISSION AGENDA MEMORANDUM DECEMBER 13, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission

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.

This is 2nd reading of Ordinance 2022-22.

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.

LEGAL REVIEW:

Approved as to form and legality.

RECOMMENDATION:

Staff recommends approval of Ordinance 2022-22 as presented.

SUGGESTED MOTION:

A City Commissioner 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-All Aboard Storage, 2616 S Atlantic Ave (Parcel 532200040170)
 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:

GRETCHEN R. H. "BECKY" VOSE, 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 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

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



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.

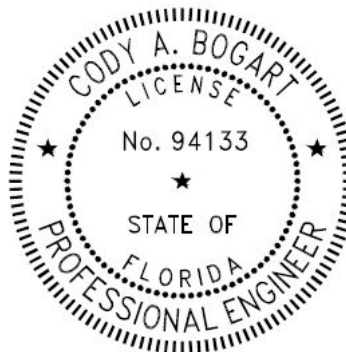
This letter does not constitute as an environmental survey or inspection, but as an opinion and request letter on behalf of the applicant.

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.

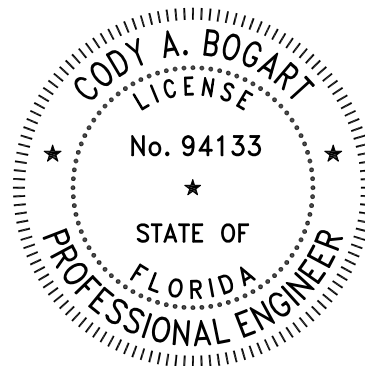
The trip generation calculations show that the proposed development will create an additional 28 Daily Trips, 1 AM Peak Hour and 4 PM Peak Hour trips. Trip generation calculations are based on the 8th Edition of the ITE manual which is the most up to date edition that is publicly available. Newer versions 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:

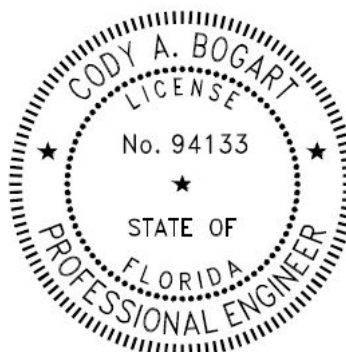
Utility	Average Daily Flow (GPD)	Max Daily Flow (GPD)	Peak Hourly Flow (GPD)
Water	-1,000	-2,000	-2.8
Wastewater	-750	-1,500	-2.1

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

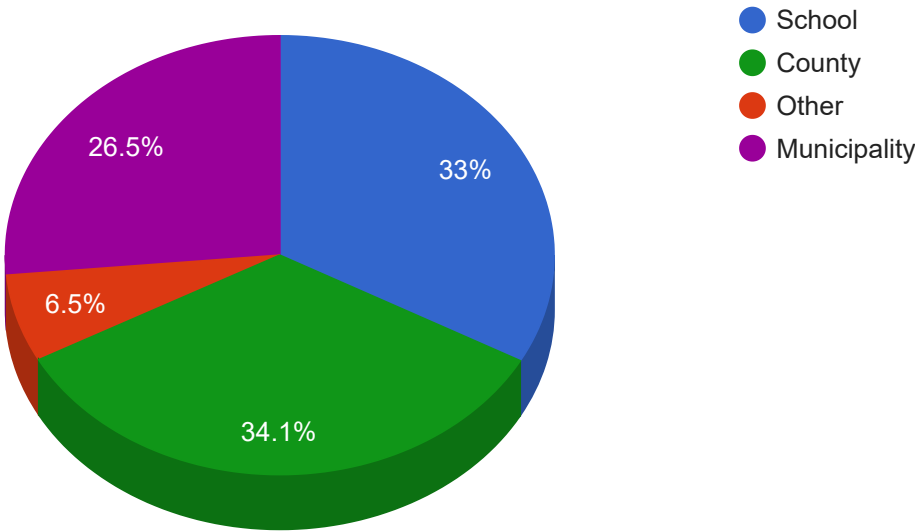
Values shown below are the 2022 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2021 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of 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

11-3-77

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

105.33

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@infrafrank.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 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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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
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Continued on D3

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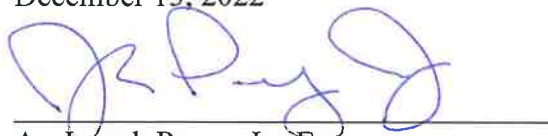
**AFFIDAVIT OF COMPLIANCE
WITH PUBLIC NOTICE REQUIREMENTS
OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA**

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
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
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	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.
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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) C. Date of Delivery
for D. B. Shores 9/16

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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| ☐ Adult Signature | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
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| ☒ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
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DOMESTIC RETURN RECEIPT

555977-11-4

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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:
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) C. Date of Delivery
Sheila Sastarich

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ 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 |
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| ☐ Insured Mail Restricted Delivery (Over \$500) | |

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555977-11-5

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- 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:
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) C. Date of Delivery
for D. B. Shores 9/16

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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| ☐ Insured Mail Restricted Delivery (Over \$500) | |

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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

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A. Signature

X

☒ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

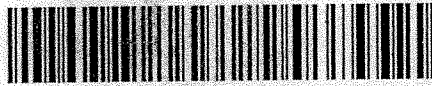
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| ☐ Insured Mail Restricted Delivery (Over \$500) | |

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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

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A. Signature

X

☐ Agent
☐ Address

B. Received by (Printed Name)

C. Date of

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

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| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
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| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

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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

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? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

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| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
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| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
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| ☐ Insured Mail Restricted Delivery (Over \$500) | |

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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

☐ Agent
☒ Addressee

B. Received by (Printed Name)

Doe, Jane

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

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- 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:
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

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

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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:
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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| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (Over \$500) | |

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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

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| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
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| ☐ 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

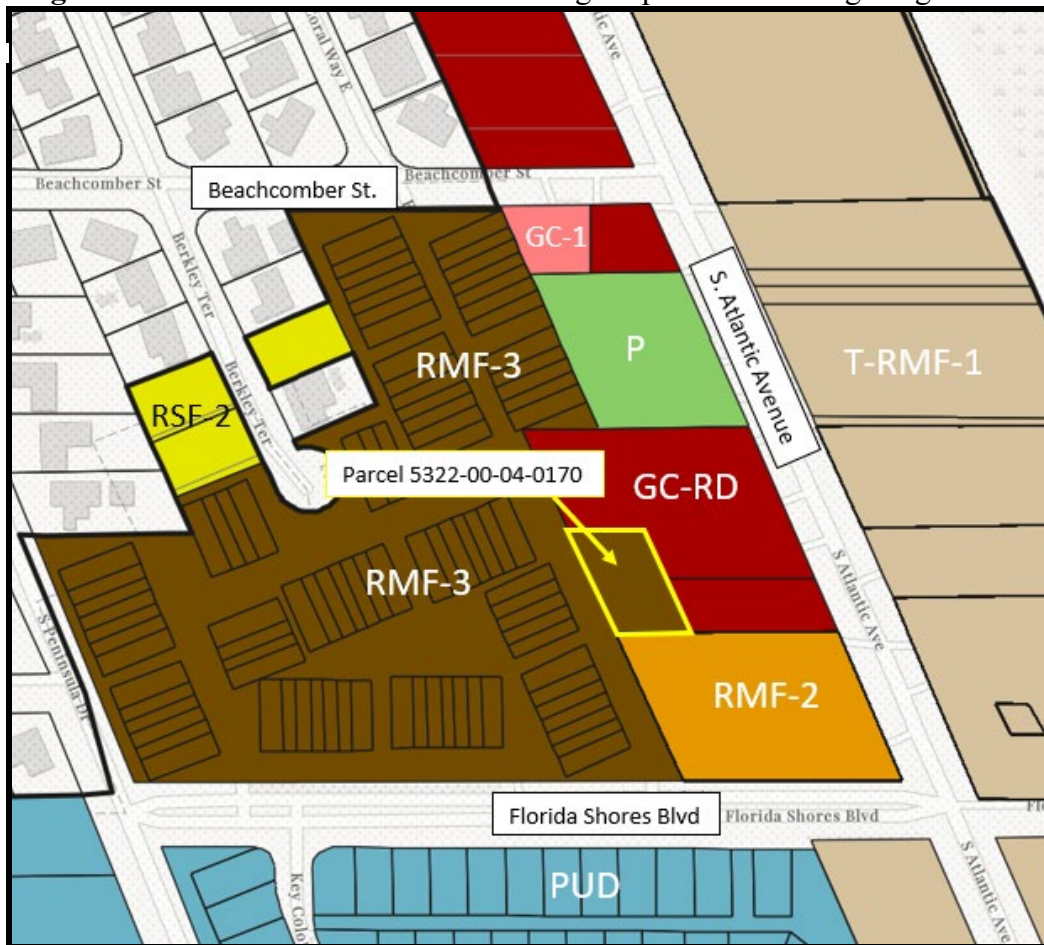


Figure 3: Parcel 5322-00-04-0170 – Street View



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.



PLANNING & ZONING BOARD AGENDA MEMORANDUM DECEMBER 13, 2022 AGENDA

TO: The Members of the Planning & Zoning Board

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Ordinance 2022-29: Temporary relocation of businesses with non-conforming uses that have incurred substantial damage as a result of Hurricane Ian in the "GC-RD" General Commercial Redevelopment District

SYNOPSIS:

Ordinance 2022-29 would authorize businesses with existing non-conforming uses located in the "GC-RD" General Commercial Redevelopment District that were substantially damaged as a direct result of impacts from Hurricane Ian, such that occupancy of the business space is infeasible and prohibitive, to temporarily relocate to another property located in the GC-RD District under certain conditions. This Ordinance shall sunset two (2) years after its effective date, meaning within two years, the business shall return to its original location or cease to operate at the temporary location. There is only one business that would qualify to temporarily relocate under the conditions listed below. The Planning and Zoning Board held a public hearing on December 12th, 2022 and their recommendation will be shared at the City Commission meeting.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Hurricane Ian struck the City of Daytona Beach Shores on September 28th and 29th causing damage throughout. The commercial plaza at 2518 S. Atlantic Avenue known as Pappas Plaza sustained substantial damage that prohibited its occupancy. The owner of Jet Set Tattoos and Body Piercing Co., which is located in Pappas Plaza, has requested the City temporarily allow the relocation of his business in the GC-RD District until adequate repairs can be made at the commercial plaza to allow occupancy once again (Exhibit A). This ordinance would authorize businesses with existing non-conforming uses located in the GC-RD that were substantially damaged from impacts of Hurricane Ian, such that occupancy of the business space is infeasible and prohibitive, to temporarily relocate to another property in the GC-RD District under the conditions listed below and shall sunset/expire two years after its effective date.

1. The subject business was a bonafide business established in the GC-RD zoning district at the time of impact from Hurricane Ian.

2. The business space or building is substantially damaged enough to prohibit occupancy.
3. The business is not an Adult Entertainment Establishment as defined in Sec. 2½-3 of the Daytona Beach Shores Code of Ordinances.
4. The new temporary business location is located in the GC-RD zoning district.
5. The business owner applies for and receives a Business Tax Receipt with the City of Daytona Beach Shores for the proposed location.
6. The business owner applies for and receives a Certificate of Use with the City of Daytona Beach Shores for the proposed location.
7. Within the two-year sunset period, the business may be reestablished at its original location in the GC-RD District and maintain its nonconformity.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2022-29 as presented.

SUGGESTED MOTION:

A City Commissioner may make a motion as follows:

1. "I move to approve Ordinance 2022-29 as presented."
- OR
2. "I move to approve Ordinance 2022-29, with the following amendments..."
- OR
3. "I move to deny Ordinance 2022-29, on the basis of the following..."

- ATTACHMENT:**
1. ORD 2022-29
 2. Exhibit A-Jet Set Tattoos and Body Piercing Co-Gad Benchetrit Letter for CC

ORDINANCE NO. 2022-29

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA RELATED TO THE TEMPORARY RELOCATION OF BUSINESSES WITH NONCONFORMING USES THAT HAVE INCURRED SUBSTANTIAL DAMAGE AS A RESULT OF HURRICANE IAN IN THE “GC-RD” GENERAL COMMERCIAL REDEVELOPMENT DISTRICT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SUNSET PROVISION; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; 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, on September 23, 2022, the Governor of the State of Florida 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 of the State of Florida 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; and

WHEREAS, the commercial plaza at 2518 S. Atlantic Avenue sustained substantial damages that prohibited its occupancy due to the impacts of Hurricane Ian; and

WHEREAS, the commercial plaza at 2518 S. Atlantic Avenue is located in the “GC-RD” General Commercial Redevelopment District; and

WHEREAS, the commercial plaza at 2518 S. Atlantic Avenue has a bonafide business with a nonconforming use; and

WHEREAS, the owner of the business with a nonconforming use located in the commercial plaza at 2518 S. Atlantic Avenue has requested the City temporarily allow the relocation of his business in the GC-RD District until adequate repairs can be made at the plaza; 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, on December 12, 2022 the Planning and Zoning Board of the City of Daytona Beach Shores heard and recommended approval of 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 City Commission of the City of Daytona Beach Shores finds that it is in the best interest of the businesses, citizens and visitors of the city adopt this Ordinance; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION 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 Commission of the City of Daytona Beach Shores hereby authorizes businesses with existing non-conforming uses located in the “GC-RD” General Commercial Redevelopment District to temporarily relocate to another property located in the GC-RD District, provided however the business was substantially damaged as a direct result of impacts of Hurricane Ian such that occupancy of the business space is infeasible and prohibitive and providing as follows:

1. The subject business was a bonafide business established in the GC-RD zoning district at the time of impact from Hurricane Ian.

2. The business space or building is substantially damaged enough to prohibit occupancy.
3. The business is not an Adult Entertainment Establishment as defined in Sec. 2½-3 of the Daytona Beach Shores Code of Ordinances.
4. The new temporary business location is located in the GC-RD zoning district.
5. The business owner applies for and receives a Business Tax Receipt with the City of Daytona Beach Shores for the proposed location.
6. The business owner applies for and receives a Certificate of Use with the City of Daytona Beach Shores for the proposed location.
7. Within the two-year sunset period, the business may be reestablished at its original location in the GC-RD District and maintain its nonconformity.

SECTION THREE. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions.

SECTION FOUR. SUNSET. This authorization granted herein shall expire two (2) years subsequent to the effective date of this ordinance.

SECTION FIVE. SAVINGS. The prior actions of the City of Daytona Beach Shores relating to nonconforming uses, as well as any and all related actions and activities, are hereby ratified and affirmed.

SECTION SIX. CONFLICTS. All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION SEVEN. SEVERABILITY. If any Section or portions of a Section 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 EIGHT. 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*.

SECTION NINE. EFFECTIVE DATE. This Ordinance 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 Swartzlander, City Manager

Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

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

Posted this _____ day of _____, 2022.



Jet Set Tattoos & Body Piercings

2522 S. Atlantic Ave

Daytona Beach Shores, FL 32118

Phone: (386)760-3073

Gad Benchetrit

Cell #: (386)589-3778

To whom it may concern at the City Council of Daytona Beach Shores,

My journey started in Daytona Beach Shores in 1994 where I opened my first business called Surf Outlet Inc. located at 2012 S. Atlantic Ave. I operated this business for 7 years, then moved to 2130 S. Atlantic Ave under the same name. From there in 1999 I opened Body Art Gallery dba Jet Set Tattoos where I've been operating for 22 years at the same location. Fortunately, for the last 22 years I've been able to do body piercings and tattoos as well as maintain a beautiful and sterile environment. Our last inspection from the Health Department, we even got a cudos from then Health Department leader Greg Thomas for keeping better records than most hospitals. And I thank the city for giving me the opportunity to keep and protect my license throughout the years. Through the years we have been hit and have taken on damage from other disasters like Hurricane Charlie in 2004 and Hurricane Mathew in 2016, but were lucky enough to get back up and running within a few months, unfortunately due to Hurricane Ian this time was not the case. The whole plaza, including myself took on catastrophe damage to where the whole plaza is not operational and will take a long time to rebuild. Fortunately for the other tenants they are able to pack up and move to other locations within Daytona Beach Shores, but for myself that is not the case because my license is grandfathered into that location especially with all the rules and regulations that have come along the way since I've been in business there. What I am asking from the Council is to please review this matter and to please allow me the opportunity to move my license temporarily to a different location until the plaza is rebuilt. I am a family man who is married with 3 children, I have expenses including mortgages, rents, private school payments and many more expenses. Since the hurricane passed I am struggling and losing income everyday. I do not know how long I can hold on. I have a total of nine employees that are out of work, some that have been with me for a few years that I would love to reemploy. This whole incident is taking its toll on my well-being and my financial stability. In the years that we've been in business, we've been able to provide these types of services to people from all corners of our country as well as internationally. You must understand that out of 22 years of business we've been able to build a clientele that have grown to become family that always make it a point to come back on their trips for more work or even just to say a happy hello. Being in this city for as long as I have, I've seen it flourish to being a beautiful paradise and I've only ever wanted my business to continue to represent that status, especially when I make sure my shop is ran properly and perfectly to the highest standards where we always kept it creative and fun but maintained a sterile environment. For the last 30 years I've been involved with Daytona Beach Shores whether it's through businesses I've operated in this beautiful city or residing at the Bella Vista Condominiums where I was president of the HOA for a period of time.

Daytona Beach Shores has been a part of at least half of my life and I'm hoping it will continue to be this way for a long period of time.

To finalize this letter, I am asking the City Council to please open your hearts and grant me the opportunity to continue operating my business in Daytona Beach Shores and to please give me the chance to relocate temporarily to another location so I can continue to serve our tattoo and piercing community. Please keep in mind there is a strong demand for my type of industry and I will always continue to keep doing an amazing job taking good care of my previous and future clients. On a different note I finally see a huge difference in our city since of Nancy Miller was elected Mayor. I personally think she's doing an amazing job bringing businesses back on track and attracting new businesses to want to operate in our city. I love the shores and hopefully you can please understand my situation. It is extremely hard to lose my main income and that shop was my baby.

Thank you very much for taking the time to read this letter and I am hopeful that I will hear some good news.

Sincerely,
Gad Benchetrit



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 13, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Stewart Cruz, Community Services Director
PREPARED BY: Gwyn Herstein, Code Enforcement Coordinator
SUBJECT: Ordinance 2022-30: Adopting a modified version of the *International Property Maintenance Code, 2018 Edition*, as a supplemental code enforcement tool

SYNOPSIS:

The International Property Maintenance Code, commonly referred to as the *IPMC*, is a set of regulations created and updated by the *International Code Council*. The *IPMC* establishes standards for property and building maintenance and provides detail beyond the City's previously adopted maintenance codes, including requiring the functionality of specific appurtenances and systems. In 2019, the City adopted the *IPMC*, along with all future amendments, for the narrow purpose of making compliance determinations for vacant structures.

At this time, City staff has determined that broad application of *IPMC* standards in Daytona Beach Shores would be beneficial. By specifically adopting the 2018 Edition of the *IPMC*, rather than simply accepting changes as the *International Code Council* makes them, the City will insure that updates do not create conflicts with other sections of Daytona Beach Shores Ordinances nor with the Florida Codes and Statutes. Additionally, this Ordinance specifically addresses such conflicts in the 2018 Edition and specifies how those conflicts will be handled.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The *International Code Council*, commonly referred to as the *ICC*, is a non-profit organization which develops model Codes and standards. Many states and jurisdictions adopt these model Codes, wholly or in part, and they form the basis for many specialized Code sets. Florida Building Codes are one example of a specialized Code set, as they are specifically written and updated to reflect design and construction requirements for structures built in hurricane-prone areas.

One branch of the *ICC*'s model Codes is the *IPMC*, which establishes standards for property and building maintenance. These standards overlap the City's current property maintenance codes in places. For example, similar to the existing Daytona Beach Shores Code of Ordinances, the *IPMC* requires that grass and weeds be kept trimmed. The *IPMC* also establishes standards not currently

being applied to properties City-wide - namely the minimum standards for building interiors. While these *IPMC* standards have been in use in Daytona Beach Shores since their limited adoption in 2019, the scope of their use has been to evaluate *vacant* buildings.

Many jurisdictions broadly use the *IPMC*'s building interior standards while inspecting units and homes as part of rental registration programs. Because Daytona Beach Shores does not administer such a program, adopting interior standards for spread use here had previously seemed unnecessary. Complaint calls to code enforcement from tenants were few (an average of three to four per year) and could typically be handled with simple code enforcement office phone calls to landlords. At times, tenants were directed back to their landlords. However, possibly due to an increasingly tight, long-term rental market and more out-of-area property owners, tenant complaint calls have increased over the last few years and, in some cases, code enforcement calls to landlords have been less effective. Broad application of the *IPMC* should provide targeted tools for specific issues like a lack of plumbing functionality and inconsistent or unavailable electrical service. This should streamline the code enforcement process for these types of cases and have a positive effect on the health, safety, and welfare of residents and tenants in Daytona Beach Shores.

To access the referenced Codes, please highlight and open the below link:

[2018 International Property Maintenance Code \(IPMC\)](#)

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2022-30 as presented.

SUGGESTED MOTION:

A City Commissioner may make a motion as follows:

1. "I move to approve Ordinance 2022-30 as presented."
OR
2. "I move to approve Ordinance 2022-30, with the following amendments..."
OR
3. "I move to deny Ordinance 2022-30, on the basis of the following..."

ATTACHMENT: 1. BV-Ord - Adoption of International Property Maintenance Code 12-5-22
 V6-BV-SC

ORDINANCE 2022-30

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, ADOPTING THE *INTERNATIONAL PROPERTY MAINTENANCE CODE®*, 2018 EDITION, AS MODIFIED BY ORDINANCE, AS A SUPPLEMENTAL CODE ENFORCEMENT TOOL BY AMENDING APPENDIX “G”, SECTION 5-6.2. ENTITLED “CODE ENFORCEMENT ENHANCEMENT PROGRAM; SUPPORT CODES” AND BY AMENDING SECTION 14-52.9. ENTITLED “MAINTENANCE OF PROPERTIES”; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; 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, the *International Property Maintenance Code®* governs the maintenance of existing buildings and is designed to meet this need through model code regulations that contain property maintenance requirements with required property improvement provisions; and

WHEREAS, the *International Property Maintenance Code®* is published by the International Code Council (ICC) which is a non-profit organization dedicated to developing model codes and standards used in the design, build, and compliance process. The International Codes (I-Codes®) are a widely accepted, comprehensive set of model codes used in the US and abroad to help ensure the engineering of safe, sustainable, affordable and resilient structures. All 50 states and the District of Columbia have adopted the I-Codes® at the state or jurisdictional level in some form. Internationally, code officials recognize the need for comprehensive property maintenance codes; and

WHEREAS, the City of Daytona Beach Shores previously adopted the *International Property Maintenance Code®* for the limited use of making compliance determinations for vacant buildings, but the City has determined that it would be appropriate and beneficial to adopt many parts of the *International Property Maintenance Code®, 2018 Edition* for broad application in the City; and

WHEREAS, the City of Daytona Beach Shores has determined that provisions of this ordinance are necessary to support and maintain the health, safety, and general welfare of the citizens of and visitors to the City of Daytona Beach Shores; and

WHEREAS, the City of Daytona Beach Shores recognizes that some modification is necessary to limit conflicts between the *International Property Maintenance Code®*, designed for possible use world-wide, and Codes specifically adopted for use in Florida and also in 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 ~~strike through~~ shall constitute deletions to the original text.

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

SECTION ONE: The City Commission of the City of Daytona Beach Shores hereby finds that the above “Whereas” clauses are true and correct and constitute legislative determinations which form the basis for this ordinance.

SECTION TWO: The *Land Development Code*, Appendix “G”, *Code of Ordinances of the City of Daytona Beach Shores*, is hereby amended to read as follows:

Sec. 5-6.2. - Code enforcement enhancement program; support codes.

- (a) The City of Daytona Beach Shores hereby adopts the *International Property Maintenance Code®*, *2018 eEdition*, as published by the International Code Council, ~~as it may be amended from time to time~~, subject to the conditions set forth in ~~this section~~, Sec. 14-52.9 of this code and all references to the local jurisdiction shall be to the City of Daytona Beach Shores.
- (b) The general purposes of the adoption of the *International Property Maintenance Code®*, *2018 Edition*, is to facilitate its application in making determinations of compliance for vacant properties as set forth in section aApp. “G”, § 14-61.1 of this ordinance and to supplement available code enforcement tools.

Sec. 14-52.9. Maintenance of Properties.

A. Intent.

B. Nuisances Defined.

C. Unsafe Structures.

D. Minimum Maintenance Standards.

E. International Property Maintenance Code, 2018 Edition adopted.

1. With the exceptions referenced below, the City of Daytona Beach Shores hereby adopts the *International Property Maintenance Code, 2018 Edition* published by the International Code Council, Inc., and incorporates the same by reference as if fully set forth herein. Copies of the *International Property Maintenance Code, 2018 Edition*, together with this section, are on file in the office of the City Clerk.
2. The following sections of the *International Property Maintenance Code, 2018 Edition* are hereby amended as follows:
 - a. Section 102.3 entitled “Application of other codes” is hereby amended to read as follows: Repairs, additions, or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the current edition of the Florida Building Code and adopted volumes thereof. Nothing in this code shall be construed to cancel, modify, or set aside any provision of the City of Daytona Beach Shores Code of Ordinances or its Appendixes. All references to the International Model Codes shall be changed to the equivalent currently adopted edition of the Florida Codes, as follows:
 - i. International Building Code is the Florida Building Code, Building;
 - ii. International Plumbing Code is the Florida Building Code, Plumbing;
 - iii. International Mechanical Code is the Florida Building Code, Mechanical;
 - iv. International Fuel Gas Code is the Florida Building Code, Fuel Gas;
 - v. International Residential Code is the Florida Building Code, Residential;
 - vi. International Existing Building Code is the Florida Building Code, Existing Building;
 - vii. International Electrical Code is the National Electrical Code NFPA 70;
 - viii. International Fire Code is Florida Fire Prevention Code and NFPA;
 - ix. International Zoning Code is the City of Daytona Beach Shores Land Development Code;
 - b. Section 103.1, entitled “General,” shall read as follows: The City Manager or designee is hereby charged with the primary responsibility of enforcing this code.

- c. Section 103.2, entitled “Appointment,” shall read as follows: The Code Official shall be the City Manager or designee.
- d. Section 103.5, entitled “Fees,” is hereby deleted in its entirety.
- e. Section 106.2, entitled “Notice of Violation,” is hereby deleted in its entirety.
- f. Section 106.3, entitled “Prosecution of Violation,” is hereby deleted in its entirety.
- g. Section 107, entitled “Notices and Orders,” shall read, in its entirety, as follows: Whenever the code official or an employee charged with enforcement of the *International Property Maintenance Code, 2018 Edition* determines a violation of such Code exists, all Notices given must follow the procedures outlined in the Florida Statutes, Section 162.12., adopted by the *Daytona Beach Shores Code of Ordinances*, Chapter 2. *Administration*, Article III. *Code Enforcement Board*.
- h. Section 108.3 entitled “Notice,” shall read as follows: Condemnation Notices based on conditions identified in the *International Property Maintenance Code, 2018 Edition* shall comply with the procedures outlined in the *Daytona Beach Shores Code of Ordinances*, Chapter 19. *Public Nuisances*., Article II. – DILAPIDATED, UNSANITARY, UNSAFE OR UNINHABITABLE BUILDINGS.
- i. Section 109.4 entitled “Emergency repairs,” is hereby deleted in its entirety.
- j. Section 109.5 entitled “Costs of emergency repairs,” is hereby deleted in its entirety.
- k. Section 110, entitled “Demolition,” is hereby amended to read as follows:

Subsection 110.1 *Condition of lot or structure after demolition.* A lot from which a manmade dwelling, structure, or manmade body of water is repaired or demolished shall be completely cleaned of all repair or demolition material and shall be properly filled, graded, and seeded with grass or sodded and watered, within ten (10) days of the date of completion of the repairs or demolition.

Subsection 110.2 *Cost of repair or demolition; lien on property; collection.*

- i. Upon repair or demolition of any building or structure, either with City of Daytona Beach Shores employees or by independent contractor, all costs of demolition and/or repair shall be assessed against and constitute a lien on the property upon which the building or structure is/was situated. Cost shall include, but not be

- limited to, all administrative costs, attorney's fees, postage, publication fees, and actual costs of physical removal and/or repair.
 - ii. The City Clerk may file a lien in the public records of Volusia County Florida, showing the nature of the lien, the amount thereof, a legal description of the property, and the owner thereof.
 - iii. The lien may be enforced in the same manner as a court judgment by the State of Florida, including levy against personal property, and may also be foreclosed. All costs and attorney's fees incurred in collection of amounts due under any such lien shall also be secured by the property and included within the total sum due under the lien.
 - iv. The City shall not commence any lien foreclosure action against any property for which a lien has been filed until such lien has been filed of record for a period of at least ninety (90) days.
- l. Section 111, entitled "Means of Appeal," is hereby deleted in its entirety.
- m. Section 201.4, entitled "Terms not Defined," is hereby amended to read as follows: Words not defined herein or in the referenced Florida Codes shall have meanings defined in the Florida Statutes, other documents, manuals, or standards adopted elsewhere in this Code of Ordinances. Words not defined in those documents shall have the meaning stated in the latest edition of Merriam-Webster's Collegiate Dictionary.
- n. Section 301.2, entitled "Responsibility," shall read, in its entirety, as follows: The owner of the premises shall maintain the structures and exterior property in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the property maintenance requirements of the City.
- o. Section 302.4, entitled "Sanitation," shall read, in its entirety, as follows: Exterior property and premises shall be maintained in a clean, safe, and sanitary condition.
- p. Section 302.4, entitled "Weeds," shall read as follows: All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12) inches.
- q. Section 304.14, entitled "Insect Screens," is hereby deleted in its entirety.
- r. Section 309.5, entitled "Occupant," is hereby deleted in its entirety.
- s. Section 404.4.5, entitled "other requirements," is hereby deleted in its entirety.

- t. Section 602.3, entitled “Heat supply,” shall read as follows: Each owner and operator of any building who rents, leases, or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from November 15th to March 15th sufficient to maintain a temperature of not less than sixty-eight (68) degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms.
- u. Section 602.4, entitled “Occupiable workspaces,” shall read as follows: Indoor occupiable work spaces shall be supplied with heat during the period from November 15th to March 15th sufficient to maintain a temperature of not less than sixty-eight (68) degrees Fahrenheit during the period the spaces are occupied.
- v. Section entitled “Appendix A: Boarding Standard” is hereby deleted in its entirety.
- w. Supplemental Code. The provisions of this Code shall be supplemental to other codes and other ordinances of the City.

E. F. *Relief due to Proven Hardship.*

F. G. *Enforcement.*

SECTION THREE. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions.

SECTION FOUR: 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 FIVE: LIMITED CODIFICATION. 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 One, Three, Five, Six, Seven, and Eight shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance; provided, however the full text of the *International Property Maintenance Code*® shall not be a part of such codification.

SECTION SIX: CONFLICTS. In such case that any direct conflict exists between this Ordinance and the Florida Statutes or Florida Code provisions, the Florida Statutes and Florida Code provisions shall prevail and apply. In such case that any direct conflict exists between two local property maintenance codes, the stricter requirement shall prevail and apply. All ordinances or parts thereof in conflict with the provisions of this ordinance, when said conflicts cannot be satisfied by the previous two statements, are hereby repealed to the extent of such conflict.

SECTION SEVEN: 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 EIGHT: EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

GRETCHEN R. H. VOSE, CITY ATTORNEY

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

Adopted on second reading this _____ day of _____, 2023.



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 13, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Beautification Improvement Grant Application 12022062: Angels X, LLC - 2010 S. Atlantic Avenue

SYNOPSIS:

On November 1, 2022, Angels X, LLC submitted a completed Beautification Improvement Grant Application 12022062 (attached) to assist with the cost associated with the pressure cleaning of the external facade of the building housing the "Generation X" body art establishment located at 2010 S. Atlantic Avenue. The purpose of the Beautification Improvement Grant Program is to improve the community's overall physical appearance by assisting existing businesses with the costs associated with (1) landscaping/planters, (2) painting, (3) pressure cleaning and (4) awning repair/purchase.

The applicant received two bids, one from G & E Poulin Painting Inc. for \$1,985. The applicants' preferred vendor, Color Masters Painting, provided a quote of \$1,900. This fiscal year's budgeted amount is \$3,500 and the BIG program is a 50-50 (dollar for dollar) matching grant capped at \$1,000. This application qualifies for \$950.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The Beautification Improvement Grant program eligibility criteria are: (1) business located in the T (hotel/motel), GC-1, GC-2 and GC-RD commercial districts; (2) project must include one or more of the following: (a) landscaping/planters, (b) painting, (c) pressure cleaning and (d) awning repair/purchase.

The subject property is located in the GC-RD (General Commercial-Redevelopment) District and houses an existing business. The project scope includes but is not limited to pressure cleaning the two-story building.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the grant application as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve the subject grant application as presented."

OR

2. "I move to approve the subject grant application with the following conditions..."

OR

3. "I move to deny the subject grant application on the basis of..."

ATTACHMENT: 1. Beautification Improvement Grant-Angels X, LLC-2010 S. Atlantic Avenue



RECEIVED

NOV 01 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

~~685739~~

685740

12022 062

BEAUTIFICATION IMPROVEMENT GRANT PROGRAM
APPLICATION (BUSINESSES ONLY)

APPLICANT NAME*:

Angels X, LLC

PROPERTY ADDRESS:

2010 S. Atlantic Ave, DBS, FL 32118

PROPERTY ZONING:

GCRD

Parcel: 5316-21-00-0061

TELEPHONE NUMBER (DAY)

(386) 566-9201

(EVENING)

EMAIL:

jodicalt@yahoo.com

TYPE OF BEAUTIFICATION/IMPROVEMENT PLANNED:

- ☐ Landscaping and planters
☐ Painting (all colors to be approved by the City)
☒ Pressure Cleaning
☐ Awnings (including removal of old awnings and installation of new awnings)

PROJECT PROPOSAL ON IMPROVEMENTS (Attach the following)

1. Summary, including costs from two vendors, of the scope of work.
2. Color photographs clearly showing existing condition of property and all four of the sides of the existing building.
3. Site plans and specifications detailing the scope of work.
4. Samples of all paint colors and awning materials to be used on the buildings and signage.

ESTIMATED TOTAL COST OF PROPOSED IMPROVEMENT:

\$ 1,985

ESTIMATED AMOUNT OF GRANT ASSISTANCE REQUESTED**:\$

1,000

*If not owner, a notarized affidavit is required.

** Maximum matching City contribution is \$1,000

I UNDERSTAND THAT IN ORDER FOR MY REQUEST FOR GRANT FUNDING TO BE APPROVED, I MUST AGREE TO THE FOLLOWING CONDITIONS:



1. To follow the sketch plans and specifications submitted and approved by the City.
2. To adhere to the Application Procedures and Guidelines and the Grant Agreement, as specified.
3. That I shall incur all initial project costs and receive reimbursement only after:
 - A. All improvements have been completed.
 - B. Final inspection of the improvements was approved.
 - C. Proof of payment for project costs have been received.
4. Additional improvements, or changes not approved, will not be funded.

I ACKNOWLEDGE THAT I HAVE RECEIVED, UNDERSTAND, AND AGREE TO THE GUIDELINES OF THE BEAUTIFICATION IMPROVEMENT GRANT PROGRAM AND THAT NO WORK SHALL START UNTIL CITY APPROVAL HAS BEEN GRANTED.

Jodi Tomlinson for AngelsX, LLC
 APPLICANT'S SIGNATURE

11-01-2022
 DATE

Jodi Tomlinson
 PRINTED NAME

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization this 1st day of November, 2022 by Jodi Tomlinson, who [☒] is personally known to me or [☐] has produced _____ as identification.

Notary seal or stamp:



[Signature]
 NOTARY PUBLIC

**DAYTONA BEACH SHORES
BEAUTIFICATION IMPROVEMENT GRANT PROGRAM OVERVIEW**

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NOV 01 2022

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**BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES**

PURPOSE

One of the City's goals is to encourage the overall improvement of the physical appearance of the Community. This can be facilitated by assisting business property owners, and/or tenants, to develop creative and coordinated improvements to their existing property. These physical improvements will also increase the economic base of the City. The purpose of this grant program is to provide a monetary incentive for business property owners who are interested in making an improvement to their property. The beautification improvement grant is a 50-50 (dollar for dollar) matching grant with the City's contribution capped at \$1,000.

ELIGIBILITY

All business property owners, and/or tenants with the owner's approval, in the T, GC-1, GC-2, and GC-RD districts, who are interested in improving their existing business property within the City limits of Daytona Beach Shores are eligible. A business is defined as hotel/motels, and other commercial/retail businesses. An eligible applicant may apply for a grant for the following improvements:

- **Landscaping and planters**
- **Painting (all colors to be approved by the City)**
- **Pressure cleaning**
- **Awnings**

GUIDELINES

All improvements must be in compliance with all City codes. All improvements must be discussed and approved by the Director, Community Services Department, or his designee. After-the-fact grants shall not qualify. The beautification improvement grant shall be completed within 90 days of City Council approval.

PROCEDURE

STEP ONE: Submit completed application form to the Community Services Department, 2990 S. Atlantic Avenue. The completed application, if eligible, will be submitted to the City Council for funding approval at the next available regular scheduled meeting, typically held on the second or fourth Tuesday of the month at 6:00pm. Completed application submission deadline is 20 days prior to the targeted City Council meeting.

STEP TWO: All work must comply with City building codes and all applicants are responsible for obtaining required permits before beginning any work. All proposed improvements must be approved before beginning any work.

STEP THREE: When the work is completed and paid for, submit all invoices, receipts and/or canceled checks as proof that all services and copies of permits or materials have been paid. Inspections will be done to ensure that all materials purchased and installed conform to the work, which was proposed and was done in a professional manner.

For additional information, contact Noel Eaton, City Planner at (386) 763-5376.



ESTIMATE



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RECEIVED

NOV 01 2022

685740

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Prepared For

Angels X LLC

2010 South Atlantic Ave

Daytona Beach, FL 32118

(386) 566-9201

Color Masters Painting

815 Chicago Ave
South Daytona, FLw 32119
Phone: (386) 631-6056
Email: ColorMasters88@gmail.com
Web: ColorMasters.Net

Estimate # 1691

Date 10/27/2022

Business / Tax # 831753334

Description

Rate

pressure washing \$1,900.00

Pre soak walls with water and chlorine mixture

Pressure washing exterior

Subtotal \$1,900.00

Total \$1,900.00

Robert Bennett

RECEIVED

G & E Poulin Painting, Inc. 685740
242 W Pine Ave
New Smyrna Beach, Florida 32168
Office 386-402-7623 Cell 386-478-3139
"WE WON'T BRUSH YOU THE WRONG WAY"

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

~~685739~~

2010 S Atlantic Ave
South Daytona Beach, Florida 32118

October 31, 2022

**We are pleased to submit this proposal for the painting on your home.
The scope of work is as follows:**

- 1. Pressure clean two (2) story building, fascade and sidewalk.**

**We agree to furnish labor and materials for the sum of \$1985.00
(one thousand nine hundred eighty five dollars) to be paid upon
completion.**

**Thank you for your time and consideration. We can assure you we
do our jobs professionally and with pride.**

Greg Poulin
G & E Poulin Painting, Inc.

Accepted by Date

**Check our website at www.poulinpainting.com for pictures and testimonials.
Like us on Face Book**









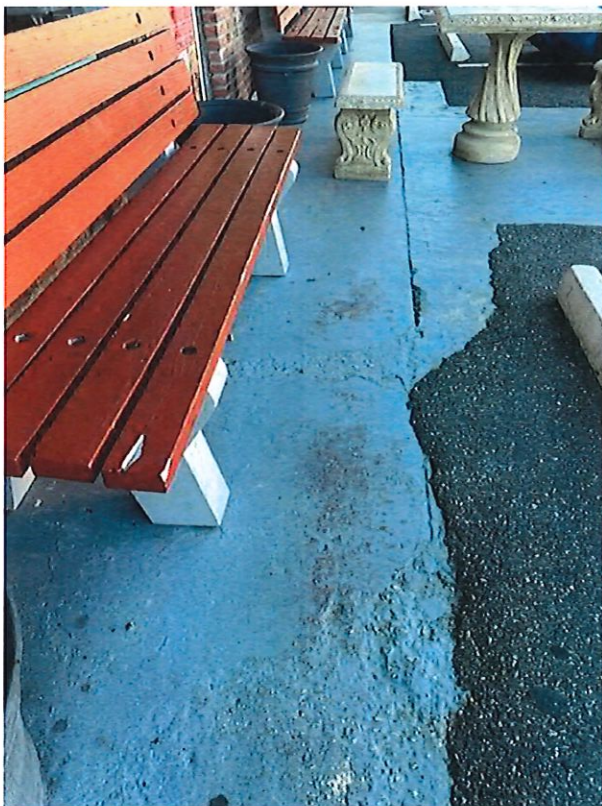


2010 pressure wash 2

From: jodi tomlinson (jodicalt@yahoo.com)

To: jodicalt@yahoo.com

Date: Tuesday, November 1, 2022 at 09:26 PM EDT



[Sent from Yahoo Mail for iPhone](#)



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 13, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Beautification Improvement Grant Application 12022061: Angels X, LLC - 2006 S. Atlantic Avenue

SYNOPSIS:

On November 1, 2022, Angels X, LLC submitted a completed Beautification Improvement Grant Application 12022061 (attached) to assist with the cost associated with painting the external facade of the building housing the "Whimsical Wonders" commercial establishment located at 2006 S. Atlantic Avenue. The purpose of the Beautification Improvement Grant Program is to improve the community's overall physical appearance by assisting existing businesses with the costs associated with (1) landscaping/planters, (2) painting, (3) pressure cleaning and (4) awning repair/purchase.

The applicant received two bids, one from Color Masters Painting for \$2,000. The applicants' preferred vendor, G & E Poulin Painting Inc., provided a quote of \$3,712.50. This fiscal year's budgeted amount is \$3,500 and the BIG program is a 50-50 (dollar for dollar) matching grant capped at \$1,000. This application qualifies for \$1,000.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The Beautification Improvement Grant program eligibility criteria are: (1) business located in the T (hotel/motel), GC-1, GC-2 and GC-RD commercial districts; (2) project must include one or more of the following: (a) landscaping/planters, (b) painting, (c) pressure cleaning and (d) awning repair/purchase.

The subject property is located in the GC-RD (General Commercial-Redevelopment) District and houses an existing business. The project scope includes but is not limited to pressure cleaning, priming and painting the one-story building.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the grant application as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve the subject grant application as presented."

OR

2. "I move to approve the subject grant application with the following conditions..."

OR

3. "I move to deny the subject grant application on the basis of..."

ATTACHMENT: 1. Beautification Improvement Grant-Angels X, LLC-2006 S. Atlantic Avenue



12011061

BEAUTIFICATION IMPROVEMENT GRANT PROGRAM
APPLICATION (BUSINESSES ONLY)

APPLICANT NAME*: Angels X, LLC

PROPERTY ADDRESS: 2006 S. Atlantic Ave, DBS, FL 32118

PROPERTY ZONING: GCED Parcel: 5316-20-00-0010

TELEPHONE NUMBER (DAY) 386-566-9201 (EVENING) _____

EMAIL: jodicalt@yahoo.com

TYPE OF BEAUTIFICATION/IMPROVEMENT PLANNED:

- ☐ Landscaping and planters
- ☒ Painting (all colors to be approved by the City)
- ☐ Pressure Cleaning
- ☐ Awnings (including removal of old awnings and installation of new awnings)

PROJECT PROPOSAL ON IMPROVEMENTS (Attach the following)

1. Summary, including costs from two vendors, of the scope of work.
2. Color photographs clearly showing existing condition of property and all four of the sides of the existing building.
3. Site plans and specifications detailing the scope of work.
4. Samples of all paint colors and awning materials to be used on the buildings and signage.

ESTIMATED TOTAL COST OF PROPOSED IMPROVEMENT: \$ 3,000

ESTIMATED AMOUNT OF GRANT ASSISTANCE REQUESTED**: \$ 1,000

*If not owner, a notarized affidavit is required.

** Maximum matching City contribution is \$1,000

I UNDERSTAND THAT IN ORDER FOR MY REQUEST FOR GRANT FUNDING TO BE APPROVED, I MUST AGREE TO THE FOLLOWING CONDITIONS:



1. To follow the sketch plans and specifications submitted and approved by the City.
2. To adhere to the Application Procedures and Guidelines and the Grant Agreement, as specified.
3. That I shall incur all initial project costs and receive reimbursement only after:
 - A. All improvements have been completed.
 - B. Final inspection of the improvements was approved.
 - C. Proof of payment for project costs have been received.
4. Additional improvements, or changes not approved, will not be funded.

I ACKNOWLEDGE THAT I HAVE RECEIVED, UNDERSTAND, AND AGREE TO THE GUIDELINES OF THE BEAUTIFICATION IMPROVEMENT GRANT PROGRAM AND THAT NO WORK SHALL START UNTIL CITY APPROVAL HAS BEEN GRANTED.

APPLICANT'S SIGNATURE

DATE

PRINTED NAME

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1st day of November, 2022 by Jodi Tomlinson, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary seal



NOTARY PUBLIC

DAYTONA BEACH SHORES BEAUTIFICATION IMPROVEMENT GRANT PROGRAM OVERVIEW

PURPOSE

One of the City's goals is to encourage the overall improvement of the physical appearance of the Community. This can be facilitated by assisting business property owners, and/or tenants, to develop creative and coordinated improvements to their existing property. These physical improvements will also increase the economic base of the City. The purpose of this grant program is to provide a monetary incentive for business property owners who are interested in making an improvement to their property. The beautification improvement grant is a 50-50 (dollar for dollar) matching grant with the City's contribution capped at \$1,000.

ELIGIBILITY

All business property owners, and/or tenants with the owner's approval, in the T, GC-1, GC-2, and GC-RD districts, who are interested in improving their existing business property within the City limits of Daytona Beach Shores are eligible. A business is defined as hotel/motels, and other commercial/retail businesses. An eligible applicant may apply for a grant for the following improvements:

- **Landscaping and planters**
- **Painting (all colors to be approved by the City)**
- **Pressure cleaning**
- **Awnings**

GUIDELINES

All improvements must be in compliance with all City codes. All improvements must be discussed and approved by the Director, Community Services Department, or his designee. After-the-fact grants shall not qualify. The beautification improvement grant shall be completed within 90 days of City Council approval.

PROCEDURE

STEP ONE: Submit completed application form to the Community Services Department, 2990 S. Atlantic Avenue. The completed application, if eligible, will be submitted to the City Council for funding approval at the next available regular scheduled meeting, typically held on the second or fourth Tuesday of the month at 6:00pm. Completed application submission deadline is 20 days prior to the targeted City Council meeting.

STEP TWO: All work must comply with City building codes and all applicants are responsible for obtaining required permits before beginning any work. All proposed improvements must be approved before beginning any work.

STEP THREE: When the work is completed and paid for, submit all invoices, receipts and/or canceled checks as proof that all services and copies of permits or materials have been paid. Inspections will be done to ensure that all materials purchased and installed conform to the work, which was proposed and was done in a professional manner.

For additional information, contact Noel Eaton, City Planner at (386) 763-5376.

G & E Poulin Painting, Inc.
242 W Pine Ave
New Smyrna Beach, Florida 32168
Office 386-402-7623 Cell 386-478-3139
"WE WON'T BRUSH YOU THE WRONG WAY"

~~685739~~
RECEIVED
685740
NOV 01 2022
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

2006 S. Atlantic Ave
South Daytona, Florida 32118

October 31, 2022

**We are pleased to submit this proposal for the painting on your home.
The scope of work is as follows:**

- 1. Pressure clean building, soffits, fascia and window grates.**
- 2. R & R 10 window grates, spot sand and prime grate faces, black.**
- 3. Re-paint front entry door, black.**
- 4. Scrape, sand and prime any peeling and bubbling paint.**
- 5. Prime and paint new replaced wood.**
- 6. Scrape and prime any rusty metal.**
- 7. Dig below grade to paint.**
- 8. Re-paint all walls, same color, satin finish.**
- 9. Re-paint fascia, satin.**
- 10. Re-paint exterior doors and casings.**

Cover all concrete, greenery and fixtures where needed.

Using Sherwin Williams Super paint, Satin finish.

Approximately 2250 square foot of area, plus grates to be painted.

We agree to furnish labor and materials for the sum of \$1.65 per square foot, \$1.65 x 2250 total being 3712.50 (three thousand seven hundred twelve dollars and fifty cents) to be paid upon completion.

Thank you for your time and consideration. We can assure you we do our jobs professionally and with pride.

Greg Poulin
G & E Poulin Painting, Inc.

Accepted by **Date**

Check our website at www.poulinpainting.com for pictures and testimonials.
Like us on Face Book

Your estimate 1197 from Color Masters Painting

From: Robert Bennett (delivery@email.joistapp.com)

To: jodicalt@yahoo.com

Date: Thursday, October 27, 2022 at 06:28 PM EDT



Estimate #1197 from Color Masters Painting

Attn: Angels X

We are excited about the possibility of working with you.

If you would like to be placed on our schedule or you have any questions please give me a call at (386) 631-6056

Please click the button below to view your Estimate on a secure webpage.

[View Estimate](#)

Powered by **JOIST**

ESTIMATE



Prepared For

Angels X
2006 South Atlantic Ave
Daytona Beach Shores, FL 32118
(386) 566-9201

Color Masters Painting

815 Chicago Ave
South Daytona, FLw 32119
Phone: (386) 631-6056
Email: ColorMasters88@gmail.com
Web: ColorMasters.Net

Estimate # 1197
Date 12/22/2022
Business / Tax # 831753334

Description

Total

COMMERCIAL EXTERIOR REPAINT	\$2,000.00
-----------------------------	------------

DESCRIPTION: Painting entire exterior to include walls, fascia boards, bars, doors and doors.

-Scrape loose paint.

-Spot primer if needed.

-Mask off all windows,lights..etc to protect from paint/overspray.

-Caulk gaps and cracks.

-Apply 2 coats of premium grade paint low-sheen/satin on walls(all same color).

-Apply 2 coats of premium grade paint satin/semigloss on trim around windows, trim around doors, fascia boards and rest of doors. (all same color)

Apply two coats of BLACK DTM to all bars around windows.

-Remove all masking and tools from site.

-Walk the job with owners and do touchups if any.

-Leave paint of all the colors for owners at site.

Sherwin Williams or Benjamin Moore paint and materials included on the estimate.

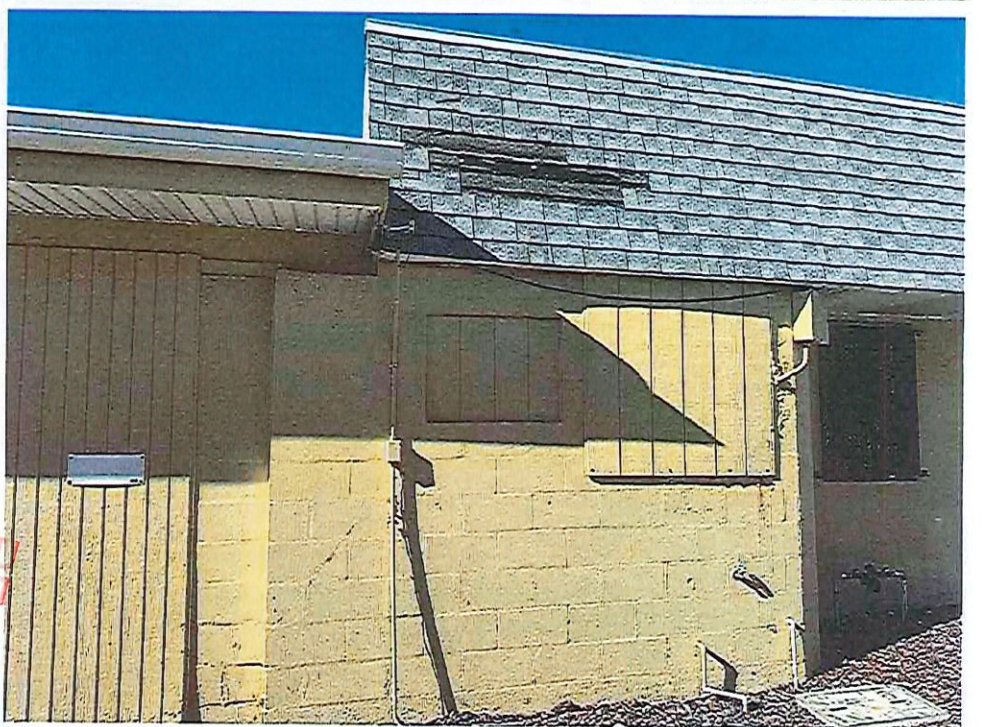
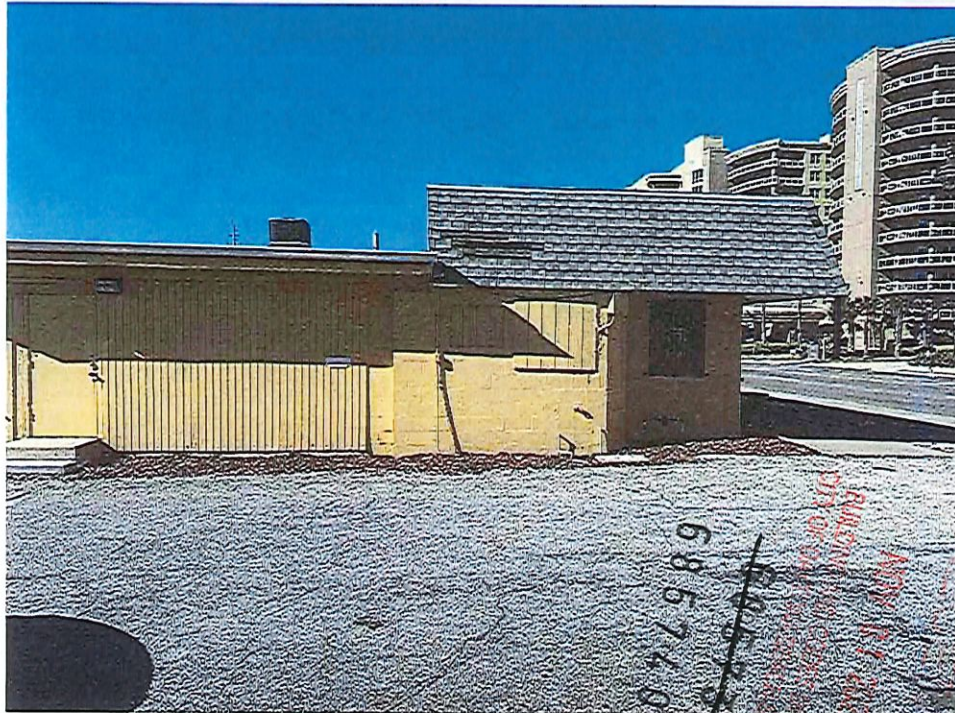
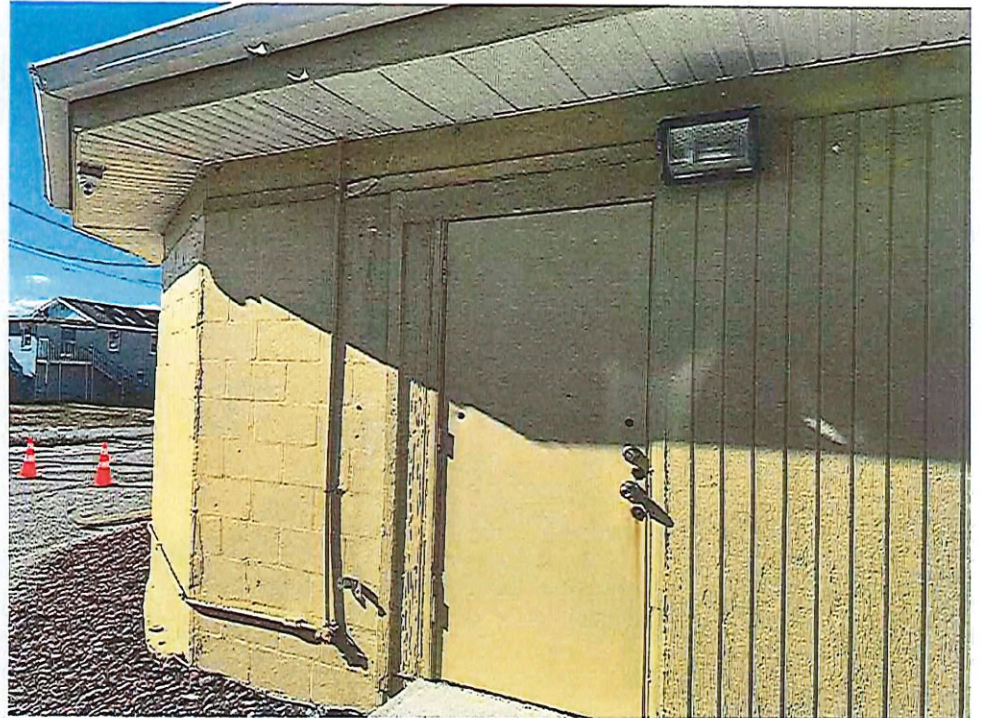
** 3 yr labor warranty on any peeling or chipping paint.

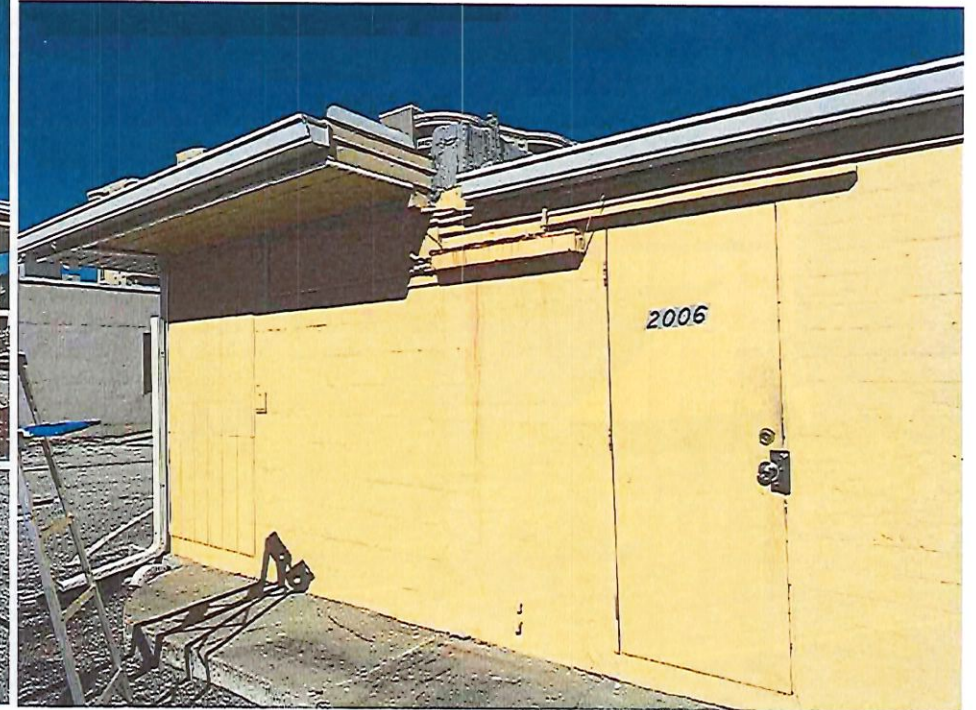
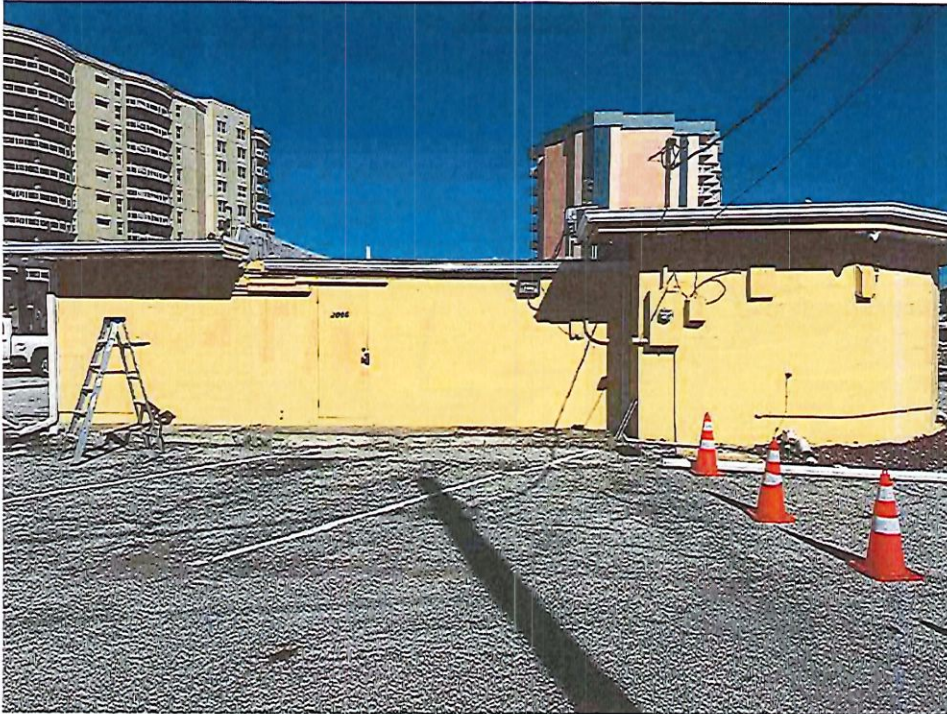
Subtotal	\$2,000.00
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Total	\$2,000.00
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Robert Bennett

Angels X





SW 0030
Colonial Yellow

~~685739~~
RECEIVED
NOV 01 2022 685740

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 13, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Beautification Improvement Grant Application 12022073: Kitty X, LLC - 2016 S. Atlantic Avenue

SYNOPSIS:

On November 22, 2022, Kitty X, LLC submitted a completed Beautification Improvement Grant Application 12022073 (attached) to assist with the cost associated with pressure cleaning the external facade of the building located at 2016 S. Atlantic Avenue. The purpose of the Beautification Improvement Grant Program is to improve the community's overall physical appearance by assisting existing businesses and property owners with the costs associated with (1) landscaping/planters, (2) painting, (3) pressure cleaning and (4) awning repair/purchase.

The applicant received two bids, one from G & E Poulin Painting Inc. for \$1,958. The applicants' preferred vendor, Color Masters Painting, provided a quote of \$1,900. This fiscal year's budgeted amount is \$3,500 and the BIG program is a 50-50 (dollar for dollar) matching grant capped at \$1,000. This application qualifies for \$950.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The Beautification Improvement Grant program eligibility criteria are: (1) business located in the T (hotel/motel), GC-1, GC-2 and GC-RD commercial districts; (2) project must include one or more of the following: (a) landscaping/planters, (b) painting, (c) pressure cleaning and (d) awning repair/purchase.

The subject property is located in the GC-RD (General Commercial-Redevelopment) District but does not house an existing business. Planning staff acknowledges the property owners' desire to improve the facades of the three properties, 2006, 2010 and 2016 S Atlantic Avenue at the same time. The project scope includes but is not limited to pressure cleaning the two-story building, sidewalks and parking lot.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the grant application as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve the subject grant application as presented."

OR

2. "I move to approve the subject grant application with the following conditions..."

OR

3. "I move to deny the subject grant application on the basis of..."

ATTACHMENT: 1. Beautification Improvement Grant-Kitty X, LLC-2016 S. Atlantic Avenue

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NOV 22 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

12022073

BEAUTIFICATION IMPROVEMENT GRANT PROGRAM APPLICATION (BUSINESSES ONLY)

APPLICANT NAME*: Kitty X, LLCPROPERTY ADDRESS: 2016 S. Atlantic Ave, DBS, FL 32118

PROPERTY ZONING: _____

TELEPHONE NUMBER (DAY) 386 560 9201 (EVENING) _____EMAIL: jodicalt@yahoo.com

TYPE OF BEAUTIFICATION/IMPROVEMENT PLANNED:

- ☐ Landscaping and planters
- ☐ Painting (all colors to be approved by the City)
- ☒ Pressure Cleaning
- ☐ Awnings (including removal of old awnings and installation of new awnings)

PROJECT PROPOSAL ON IMPROVEMENTS (Attach the following)

1. Summary, including costs from two vendors, of the scope of work.
2. Color photographs clearly showing existing condition of property and all four of the sides of the existing building.
3. Site plans and specifications detailing the scope of work.
4. Samples of all paint colors and awning materials to be used on the buildings and signage.

ESTIMATED TOTAL COST OF PROPOSED IMPROVEMENT: \$ 1,900ESTIMATED AMOUNT OF GRANT ASSISTANCE REQUESTED**: \$ 1,000

*If not owner, a notarized affidavit is required.

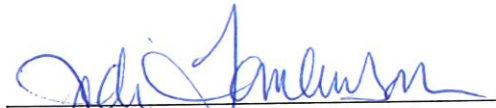
** Maximum matching City contribution is \$1,000

I UNDERSTAND THAT IN ORDER FOR MY REQUEST FOR GRANT FUNDING TO BE APPROVED, I MUST AGREE TO THE FOLLOWING CONDITIONS:



1. To follow the sketch plans and specifications submitted and approved by the City.
2. To adhere to the Application Procedures and Guidelines and the Grant Agreement, as specified.
3. That I shall incur all initial project costs and receive reimbursement only after:
 - A. All improvements have been completed.
 - B. Final inspection of the improvements was approved.
 - C. Proof of payment for project costs have been received.
4. Additional improvements, or changes not approved, will not be funded.

I ACKNOWLEDGE THAT I HAVE RECEIVED, UNDERSTAND, AND AGREE TO THE GUIDELINES OF THE BEAUTIFICATION IMPROVEMENT GRANT PROGRAM AND THAT NO WORK SHALL START UNTIL CITY APPROVAL HAS BEEN GRANTED.


APPLICANT'S SIGNATURE

11-22-22
DATE

Jodi Tomlinson
PRINTED NAME

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of November, 20 22 by Jodi Tomlinson, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary seal or stamp




NOTARY PUBLIC

DAYTONA BEACH SHORES BEAUTIFICATION IMPROVEMENT GRANT PROGRAM OVERVIEW

PURPOSE

One of the City's goals is to encourage the overall improvement of the physical appearance of the Community. This can be facilitated by assisting business property owners, and/or tenants, to develop creative and coordinated improvements to their existing property. These physical improvements will also increase the economic base of the City. The purpose of this grant program is to provide a monetary incentive for business property owners who are interested in making an improvement to their property. The beautification improvement grant is a 50-50 (dollar for dollar) matching grant with the City's contribution capped at \$1,000.

ELIGIBILITY

All business property owners, and/or tenants with the owner's approval, in the T, GC-1, GC-2, and GC-RD districts, who are interested in improving their existing business property within the City limits of Daytona Beach Shores are eligible. A business is defined as hotel/motels, and other commercial/retail businesses. An eligible applicant may apply for a grant for the following improvements:

- **Landscaping and planters**
- **Painting (all colors to be approved by the City)**
- **Pressure cleaning**
- **Awnings**

GUIDELINES

All improvements must be in compliance with all City codes. All improvements must be discussed and approved by the Director, Community Services Department, or his designee. After-the-fact grants shall not qualify. The beautification improvement grant shall be completed within 90 days of City Council approval.

PROCEDURE

STEP ONE: Submit completed application form to the Community Services Department, 2990 S. Atlantic Avenue. The completed application, if eligible, will be submitted to the City Council for funding approval at the next available regular scheduled meeting, typically held on the second or fourth Tuesday of the month at 6:00pm. Completed application submission deadline is 20 days prior to the targeted City Council meeting.

STEP TWO: All work must comply with City building codes and all applicants are responsible for obtaining required permits before beginning any work. All proposed improvements must be approved before beginning any work.

STEP THREE: When the work is completed and paid for, submit all invoices, receipts and/or canceled checks as proof that all services and copies of permits or materials have been paid. Inspections will be done to ensure that all materials purchased and installed conform to the work, which was proposed and was done in a professional manner.

For additional information, contact Noel Eaton, City Planner at (386) 763-5376.

**Prepared For**

Vape Shop
2016 S Atlantic Ave
Daytona Beach , FL
(386) 566-9201

Color Masters Painting

815 Chicago Ave
South Daytona, FLw 32119
Phone: (386) 631-6056
Email: ColorMasters88@gmail.com
Web: ColorMasters.Net

Estimate # 1710
Date 11/11/2022
Business / Tax # 831753334

Description**Rate**

Pressure Washing Commercial 2 story Building	\$1,900.00
--	------------

Pre soak walls with water and chlorine mixture, as well as sidewalks and parking lot.

Pressure washing exterior of buildings, sidewalks and parking lots.

Clean all debris and loose paint from surrounding areas.

* Each section will be coned off in the areas we are working, making sure the business can still operate freely.

Subtotal	\$1,900.00
-----------------	------------

Total	\$1,900.00
--------------	-------------------

Robert Bennett

G & E Poulin Painting, Inc.
242 W Pine Ave
New Smyrna Beach, Florida 32168
Office 386-402-7623 Cell 386-478-3139
"WE WON'T BRUSH YOU THE WRONG WAY"

2016 S Atlantic Ave
S Daytona Beach, Florida 32118

October 31, 2022

**We are pleased to submit this proposal for the painting on your home.
The scope of work is as follows:**

- 1. Pressure clean two (2) story building, fascade and sidewalk.**

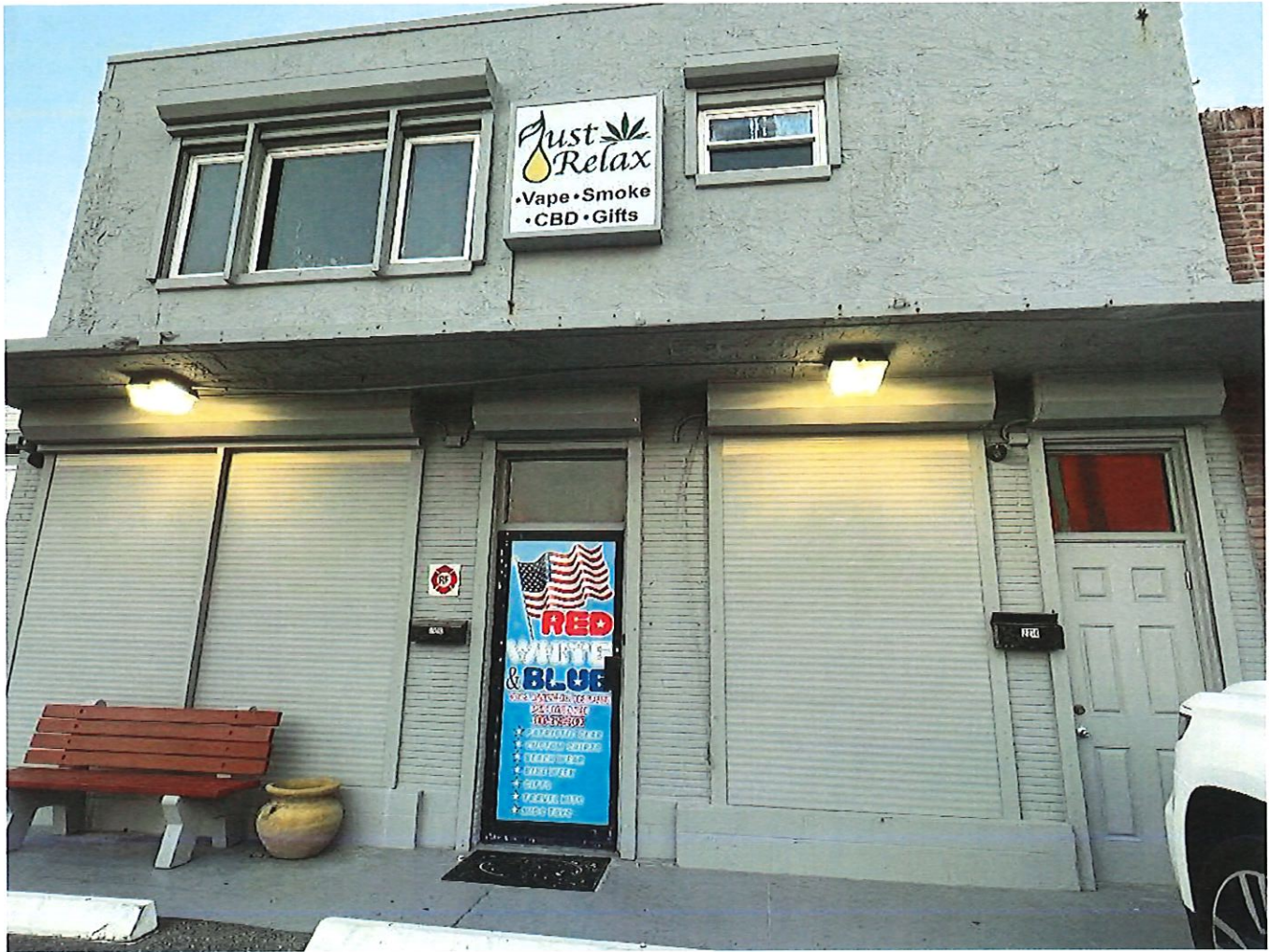
**We agree to furnish labor and materials for the sum of \$1985.00
(one thousand nine hundred eighty five dollars) to be paid upon
completion.**

**Thank you for your time and consideration. We can assure you we
do our jobs professionally and with pride.**

Greg Poulin
G & E Poulin Painting, Inc.

Accepted by Date

**Check our website at www.poulinpainting.com for pictures and testimonials.
Like us on Face Book**



[Sent from Yahoo Mail for iPhone](#)







[Sent from Yahoo Mail for iPhone](#)



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 13, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Non-conforming Sign Removal Incentive Grant Application 12022063: 3634 S. Atlantic Avenue - Mad Dog Surf Shop

SYNOPSIS:

The City received the subject Nonconforming Sign Removal Incentive Grant Application on November 1, 2022 from Dustin Dipersia, owner of the property located at 3634 S. Atlantic Avenue known as the Mad Dog Surf Shop. 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 \$2,400. 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 and the applicant's preferred sign vendor, Don Bell signs, provided a quote of \$2,400. Hawkeye Brothers provided a quote of \$3,248. 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:

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 Commissioner may move as follows:

“I move to approve the Non-Conforming Sign Removal Incentive Grant application for 3634 S. Atlantic Avenue, Dustin Dipersia, Mad Dog Surf Shop in the amount of \$2,000 on the condition that the new sign meets all the required City sign standards and that no code enforcement violation on the property exists prior to the disbursement of the City sign grant funds.”

- ATTACHMENT:**
1. Exhibit A-Application & Rendering-3634 S. Atlantic Avenue
 2. Exhibit B- Location Map & Street View - 3634 S. Atlantic Avenue
 3. Exhibit C-Evaluation-3634 S. Atlantic Avenue



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

Date Received: _____

Time Received: _____

Application Complete: Y/N

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BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

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: 3634 S. ATLANTIC AVE Parcel No: 630205090040
Existing Property Use/Business: SURF SHOP
Property Owner's Name: DUSTIN DIPERSIA
Property Owner's Address: 2829 S. PENINSULA DR. DAYTONA BEACH
FL. 32118
Owner's Telephone No: 808.264.7214 Owner's Fax No: _____

B. Applicant Information (if not owner)

Applicant's Name: DUSTIN DIPERSIA
Address: 2829 S. PENINSULA DR. DAYTONA BEACH, FL
Telephone No: 808.264.7214 Fax No: _____

*Applicant is: ☐ Contract Purchaser ☒ Property Owner/Developer ☐ Tenant/ Agent for Owner
*If applicant is other than Property Owner, authorization affidavit (Sec. E) must be provided with application.

C. Proposed Signage

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

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

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

D. Budget

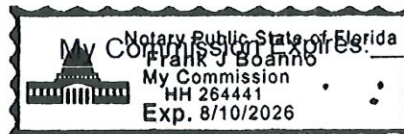
Cost of design/engineering \$ _____
 Cost of alteration, manufacture and installation of sign EXISTING \$ _____
 TOTAL SIGNAGE COST \$ 2,400.00
 AMOUNT REQUESTED FROM SIGN GRANT PROGRAM \$ 3,000.00

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.

X OWNER's SIGNATURE [Signature]
 STATE OF FL COUNTY OF Volusia
 Sworn to and subscribed before me this 31 day of Oct 2022, by DUSTIN DIPERSIA who is personally known to me or has produced _____ and who did (did not) take an oath.

[Signature: Frank J. Boanno]



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.

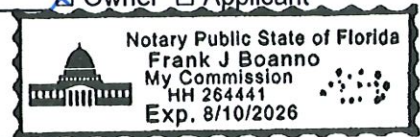
 Notary Public

My Commission Expires: _____

E. Notice and Affirmation of Permit Requirements

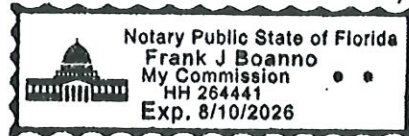
By signing below, I hereby acknowledge that the grant application process and approval is only for the disbursement of grant funds and does not constitute a sign permit. By signing below, I further acknowledge that a sign permit is required from the Daytona Beach Shores Building Department and that the 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.

X Signature: [Signature] ☒ Owner ☐ Applicant
Date: 10/31/22
STATE OF FL COUNTY OF _____
Sworn to and subscribed before me this 31 day of Oct, 2022, by DUSTIN DIPERSIA who is personally known to me or has produced _____ and who did (did not) take an oath.
Frank J. Boanno My Commission Expires: 8/10/2026
Notary Public



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.



X PROPERTY OWNER's Signature: [Signature]
Date: 10/31/22
STATE OF FL COUNTY OF Volusia
Sworn to and subscribed before me this 31 day of Oct, 2022, by CECIL J. WARD who is personally known to me or has produced _____ and who did (did not) take an oath.
Frank J. Boanno My Commission Expires: 10/31/22
Notary Public

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): ☐

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CITY OF DAYTONA BEACH SHORES

4. Sec. E, signed authorization affidavit (if applicable): ☐ *N/A*
5. Sec. F, signed authorization affidavit (if applicable): ☐ *N/A*
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.



365 Oak Place
Port Orange, FL 32127
386-788-8084
www.DonBellSigns.com

10/31/2022

MADDOG SURFSHOP
3634 SOUTH ATLANTIC AVE.
DAYTONA BEACH SHORES, FL
w.o. # 2200679

Attn: Dustin Dipersia

Don Bell signs to perform the following scope of work: Existing sign must conform to current code and meet the city's requirements.

Remove and discard top portion of existing concrete structure, bringing sign down to max height allowed of 8' feet. Fabricate and install new roof trim cap, new ACM panels decorated with vinyl copy and logo. Fabricate and install (2) new sets of 6" address numbers.

Note: Existing sign exceeds the required 2' setback, structure is a non-illuminated sign, required landscaping is by others.

Price: \$2,400.00

Frank Boanno
Accounts manager

Gary Bell
President.

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CITY OF DAYTONA BEACH SHORES

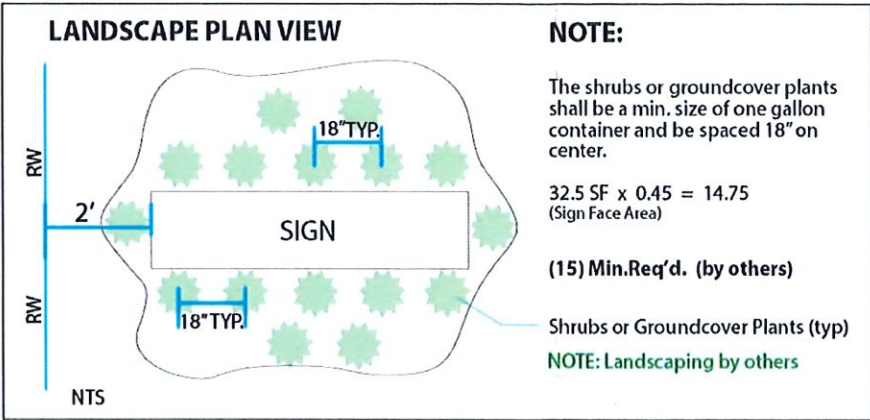
Scope of Work

Don Bell Signs to remove & discard top section of existing concrete Main ID
Don Bell Signs to fabricate & install:
New roof cap, ACM sign panels, & (1) set of address numbers as specified.

Notes:

All hardware to be non-corrosive.

Landscaping by others.

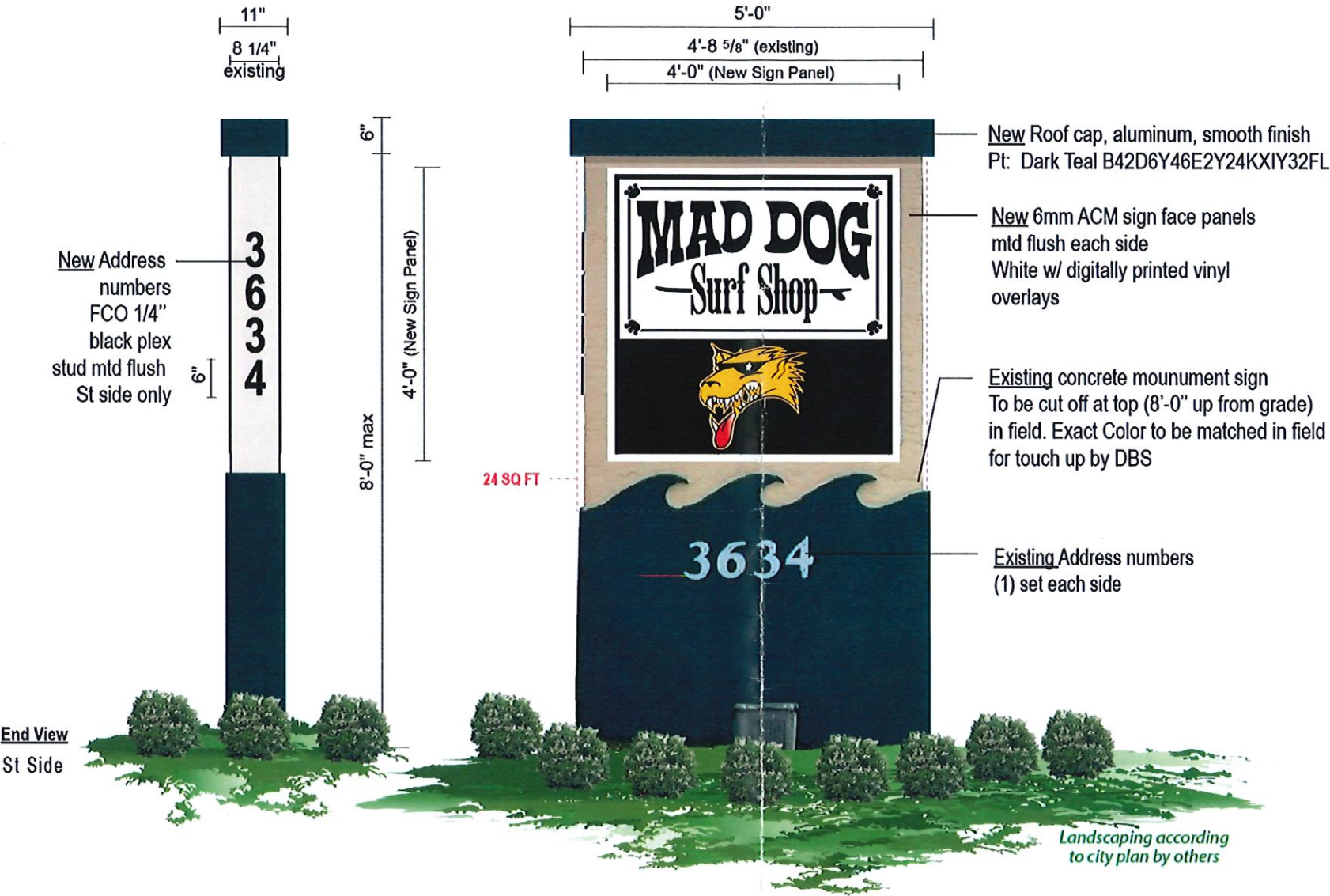


Brand is Florida Paint
1. Teal = B42D6Y46E2Y24KXIY32FL



Existing Sign

To be reduced in height to 8'-0" (max) in field, existing sign panels to be removed & discarded



Elevation of Double Faced non-illuminated Main ID Sign
Scale: 1/2" = 1'-0"
(1) Required
24 Sq. Ft.

Main ID
Prop. Sq Feet = 24
Max Sq. Ft. = 48
Prop. O/H = 8'-0"
Max O/H = 8'-0"
Min. Grade Clear. = n/a
Base Height min. 18"

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CITY OF DAYTONA BEACH SHORES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

Note: This design pending engineering.

MAD DOG SURF SHOP

DESIGN #: 2200679 R1

DATE: 10.20.22

DRAWN BY: SS

Revisions / Date / Initials

R1 10.27.22 SS
Chged all specs

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459
120 Volt
277 Volt

SHEET 1

ACCOUNT MAD DOG SURF SHOP
STREET 3634 South Atlantic Ave
CITY Daytona Bch Shores FL
SALES REP Frank Boanno / Gary Bell
SCALE As Noted
FILE NAME
PROGRAM Adobe Illustrator CC
FONTS USED
CUSTOMER APPROVAL DATE

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings
PRIMARY ELECTRIC BY OTHERS

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

Hawkeye Brothers

2381 Mason Ave Suite 120
Daytona Beach, FL 32117 US
386-492-3883
tim@hawkeyebrothers.com
www.hawkeyebrothers.com

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BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

**BILL TO: MAD DOG -**

Dustin Dipersia
3634 South Atlantic Ave
Daytona Beach Shores, FL
WO# 2200679

DATE
10/31/2022

PLEASE
PAY
\$3,248.00

DUE DATE
12/31/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	PRINT	In field, remove portion of existing concrete sign to max. height of 8'. New roof cap, new i.d. panels. Two sets of address 6"numbers.	1		\$3,248.00
	ART SETUP		1		

SUBTOTAL	\$ 3,248.00
TAX	0.00
TOTAL	3,248.00

TOTAL DUE	\$3,248.00
-----------	------------

THANK YOU.



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NOV 01 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Sent from my iPhone



Select Language



If you received property damage during Hurricane Ian, please submit a report online by clicking here.



Home / Parcel Summary for 3569041

Summary **TRIM Notice** Permits Map Ectometry Print

Alternate Key: 3569041
Parcel ID: 630205090040
Township-Range-Section: 16 - 33 - 02
Subdivision-Block-Lot: 05 - 09 - 0040
Physical Address: 3634 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118
Business Name:
Owner(s): DIFERSIA DUSTIN - FS - Fee Simple - 100%
Mailing Address On File: 2829 S PENINSULA DR
 DAYTONA BEACH FL 32118
[Update Mailing Address](#)
Building Count: 1
Neighborhood: 7362 - W/S ATL AVE DAYTONA BCH SHORE
[Neighborhood Sales](#)
Subdivision Name:
Property Use: 1100 - STORES 1 STORY
Tax District: 403-DAYTONA BEACH SHORES
2022 Final Millage Rate: 17.1784
Homestead Property: No - [Apply for Homestead Online](#)
Agriculture Classification: No - [Additional Information](#)
Short Description: E 1/2 OF LOTS 4 & 5 BLK 9 OCEAN VIEW SEC HALIFAX ESTS FER OR
 4037 FG 4878 FER OR 8201 FG 0905

[Values & Exemptions](#) [Land & Buildings](#) [Sales](#) [Legal](#)

Property Tax Bill

Property Values

Tax Year:	2023 Working	2022 Final	2021 Final
Valuation	1-Market	1-Market	1-Market
Method:	Oriented Cost	Oriented Cost	Oriented Cost
Improvement	\$120,058	\$120,058	\$107,818
Value:	\$108,150	\$108,150	\$92,700
Land Value:	\$228,208	\$228,208	\$200,518
Just/Market Value:			

[Back to Top](#)

Working Tax Roll Values by Taxing Authority

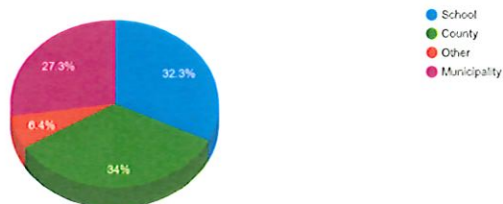
Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of 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	\$228,208	\$228,208	\$0	\$228,208	1.5000	\$342.31
0012 DISCRETIONARY	\$228,208	\$228,208	\$0	\$228,208	0.7450	\$170.70
0011 REQ LOCAL EFFORT	\$228,208	\$228,208	\$0	\$228,208	3.2340	\$738.02
0050 GENERAL FUND	\$228,208	\$228,208	\$0	\$228,208	4.8459	\$1,106.79
0055 LIBRARY	\$228,208	\$228,208	\$0	\$228,208	0.4635	\$105.77
0520 MOSQUITO CONTROL	\$228,208	\$228,208	\$0	\$228,208	0.1781	\$40.64
0530 PONCE INLET FORT AUTHORITY	\$228,208	\$228,208	\$0	\$228,208	0.0760	\$17.34
0058 VOLUSIA ECHO	\$228,208	\$228,208	\$0	\$228,208	0.2000	\$45.64
0057 VOLUSIA FOREVER	\$228,208	\$228,208	\$0	\$228,208	0.2000	\$45.64
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$228,208	\$228,208	\$0	\$228,208	0.0320	\$7.30
0100 HALIFAX HOSPITAL AUTHORITY	\$228,208	\$228,208	\$0	\$228,208	0.8606	\$196.40
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$228,208	\$228,208	\$0	\$228,208	0.1974	\$45.05
0240 DAYTONA BEACH SHORES	\$228,208	\$228,208	\$0	\$228,208	4.6359	\$1,058.63
					17.1784	\$3,920.25

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	Estimated Non-Ad Valorem Tax:
				\$3,920.25	\$0.00
				Estimated Taxes:	\$3,920.25
				Estimated Tax Amount without SOH/10CAP (J)	\$3,920.25

Where your tax dollars are going:

[Back to Top](#)

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	\$108,150	\$120,058	\$228,208	\$220,570	\$0	\$220,570	\$0
2021	\$92,700	\$107,818	\$200,518	\$200,518	\$0	\$200,518	\$0
2020	\$92,700	\$107,974	\$200,674	\$200,674	\$0	\$200,674	\$0
2019	\$92,700	\$99,787	\$192,487	\$192,487	\$0	\$192,487	\$0
2018	\$92,700	\$95,160	\$187,860	\$187,860	\$0	\$187,860	\$0
2017	\$82,400	\$94,931	\$177,331	\$177,331	\$0	\$177,331	\$0
2016	\$82,400	\$88,232	\$170,632	\$170,632	\$0	\$170,632	\$0
2015	\$82,400	\$80,944	\$163,344	\$163,344	\$0	\$163,344	\$0
2014	\$82,400	\$77,242	\$159,642	\$159,642	\$0	\$159,642	\$0

[Back to Top](#)

[Home](#) / Parcel Summary for 3569041



123 W. Indiana Ave. Room 102
DeLand, FL 32720
(356) 736-5901

from 7:30 a.m. to 5:00 p.m.
Monday through Friday

About

Larry Bartlett
ADA Notice
Contact Us
Privacy Policy
Careers

Search

Real Property Search
Real Property (Classic)
Real Property (Advanced)
Personal Property Search
Sales Search
Search By Map
Tutorials

Tools

File Homestead Online
Estimate Your Taxes
TRIM Notice Info
Online Address Change
Mortgage Letter
Report Exemption Fraud
Secure HR File Upload

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Exhibit B
Location Map- 3634 S. Atlantic Avenue- Mad Dog Surf Shop



Source: Volusia County Property Appraiser Website (2022)

Street View- 3634 S. Atlantic Avenue- Mad Dog Surf Shop



Source: Google Street View (July 2022)

EXHIBIT C

Eligibility Requirements Analysis Table: 3634 S. Atlantic Avenue-Mad Dog Surf Shop – Dustin Dipersia

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 GC-2 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
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
3	Work Detail Permitted		
	Design/engineering, sign making, installation, and/or alteration.	Design/engineering, sign making, installation	Yes
4	Variance Required	No	



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 13, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Non-conforming Sign Removal Incentive Grant Application 12022064: 2430 S. Atlantic Avenue - Peck Office Center

SYNOPSIS:

The City received the subject Nonconforming Sign Removal Incentive Grant Application on November 2, 2022 from Peck Family Limited Partnership, owner of the property located at 2430 S. Atlantic Avenue known as the Peck Office Center. 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 \$13,500. Therefore, the applicant would qualify for \$2,025 in grant reimbursement.

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 except criterion #8, which states that no prior sign work/cost shall be eligible for grant funding. The conforming monument sign has been permitted and installed and is pending final inspection. Staff acknowledges the property owners desire to install the conforming monument sign in a timely manner during the amortization period. The sign conforms to applicable City standards and complies with the Sign Ordinance. Three sign quotes were provided and the applicant's preferred sign vendor, Don Bell signs, provided a quote of \$13,500. Valor Signs provided a quote of \$19,050 with a non-illuminated option of \$16,750 and Central Signs provided a quote of \$17,057.50. The applicant would qualify for a grant of \$2,025.

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

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the sign grant on the condition that no code enforcement violation on the property exists prior to the disbursement of the City sign grant funds.

SUGGESTED MOTION:

A City Commissioner may move as follows:

“I move to approve the Non-Conforming Sign Removal Incentive Grant application for 2430 S. Atlantic Avenue, Peck Limited Family Partnership, Peck Office Center, in the amount of \$2,025 on the condition 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-2430 S. Atlantic Avenue
 2. Exhibit B-Location Map & Street View-2430 S. Atlantic Avenue
 3. Exhibit C-Evaluation-2430 S. Atlantic Avenue



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

685750

RECEIVED

NOV 02 2022

BUILDING AND CODES DIVISION
Date Received: _____
CITY OF DAYTONA BEACH SHORES

Time Received: _____

Application Complete: Y/N

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: 2430 South Atlantic Avenue Parcel No: 532204150180

Existing Property Use/Business: Office Building

Property Owner's Name: Peck Family Limited Partnership

Property Owner's Address: 2430 South Atlantic Avenue, Suite E, Dayt. Beach Shores, FL 32118

Owner's Telephone No: (386) 257-5000 Owner's Fax No: (386) 238-3663

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>Included in price</u>
Cost of alteration, manufacture and installation of sign	\$	<u>13,500.00</u>
TOTAL SIGNAGE COST	\$	<u>13,500.00</u>
AMOUNT REQUESTED FROM SIGN GRANT PROGRAM	\$	<u> </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

Edwin W. Peck

STATE OF Florida

COUNTY OF Volusia

Sworn to and subscribed before me this 31st day of May, 2022, by Edwin W. Peck who is personally known to me or has produced and who did (did not) take an oath.

Barbara K. Cheh
Barbara K. Cheh

My Commission Expires:



BARBARA K. CHEH
Commission # GG 292179
Expires April 12, 2023
Bonded thru Budget Notary Service

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: Edwin W. Peck ☒ Owner ☐ Applicant

Date: 5/31/22

STATE OF Florida COUNTY OF Volusia

Sworn to and subscribed before me this 31st day of May, 20 22, by Edwin Peck, Sr. who is personally known to me or has produced _____ and who did (did not) take an oath.

Barbara K. Cheh
Notary Public Barbara K. Cheh

My Commission Expires: May 12, 2023



BARBARA K. CHEH
Commission # GG 292179
Expires April 12, 2023
Bonded Thru Budget Notary Services

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 ☐

RECEIVED
CITY OF CHICAGO
OFFICE OF THE COMPTROLLER
JAN 11 2011



PECK & ASSOCIATES
CONSTRUCTION, INC.

2430 South Atlantic Avenue, Suite F, Daytona Beach Shores, FL 32118
(386) 255-7336 Phone (386) 238-3663 Fax www.peckcompanies.com

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NOV 02 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

October 18, 2022

685750

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

Re: Monument Sign – 2430 South Atlantic Avenue

Gentlemen:

This letter will confirm that the new monument sign at our office complex located at 2430 South Atlantic Avenue in Daytona Beach Shores is consistent with the Code of Ordinances for the City of Daytona Beach Shores, specifically Chapter 6 regarding Signs and Advertising.

Thank you.

Sincerely,

Edwin W. Peck, Jr.
For the Partnership

bkc



DON BELL

365 Oak Place
Port Orange, FL 32127
386-788-8084
www.DonBellSigns.com

5/31/2022

Attn:

Barbara (Bobbie) Cheh, CIT, office manager
Peck & Associates Construction, Inc.
2430 South Atlantic Avenue, Suite F
Daytona Beach Shores , FL 32118

Project: PECK OFFICE CENTER w.o. #2100465 R3
2430 South Atlantic Avenue, Suite F
Daytona Beach Shores , FL 32118

Don Bell Signs to:

- . remove and discard existing 2 pole sign,
- . remove and discard existing shrubery
- . provide engineering and secure permits
- . Manufacture and install (1) one new double face, internally illuminated monument sign.
- . sign to include "Old World" faux brick panels.

Price: \$17,892.00

- 25% discount
- Ttl Price: \$ 13,500.00
- Signed approved print design and 50 % deposit required upon acceptance.

Thank you for this opportunity!

Frank Boanno
Accounts manager

Gary Bell
president

Proposed Sign

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NOV 02 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

685750

Scope of Work

Don Bell Signs to remove & discard:
(1) EXISTING D/F, non-illuminated
post & panel main ID sign, as shown.

Don Bell Signs to fabricate & install:
(1) NEW D/F internally-illuminated
main ID pylon sign, as shown.

Notes:

All hardware to be non-corrosive.

Landscaping by others.



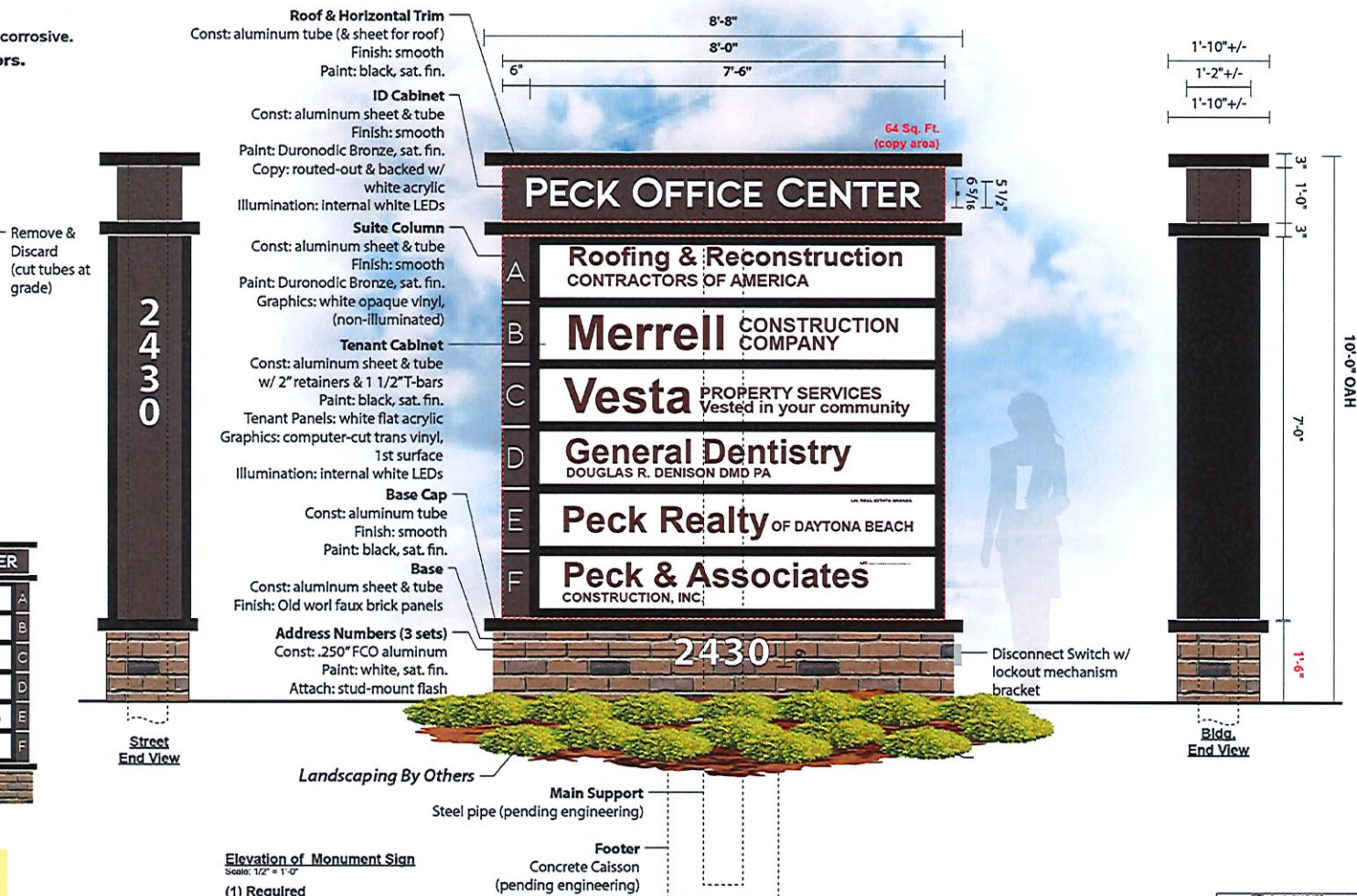
Existing Sign



Opposite Side Layout

Main ID
Prop. Sq Foot = 63 / Max Sq. Ft. = 64
Prop. O/H = 10'-0" / Max O/H = 10'-0"
Min. Grade Clear = N/A

Font(s): Kiona Reg (Mod)



Elevation of Monument Sign

Scale: 1/2" = 1'-0"

(1) Required

ETL Accl. #115450
UL 48 Listed Signage
All Sign Components shall be UL
Listed and Recognized in the SAA Manual
All Wiring shall be at least 90° C rated

Note: This design pending engineering.

**PECK
OFFICE
CENTER**

DESIGN #: 2100465 R3

DATE: 5.2.2022

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (5.10.2022) MD
Redesign of Option 2.
R2 (5.18.2022) MD
Reduced OAH &
base height, deleted
option 1

R3 (5.23.2022) SS
chged name to Peck
Office Center

ACCOUNT #115450 ☐ 120 Volt
US ☐ 277 Volt

SHEET 1

PROJECT
Peck Office Center

2430 South Atlantic Avenue
Daytona Beach Shores, FL
Frank Boanno/Gary Bell
As Noted
Adobe Illustrator CS10

CUSTOMER APPROVAL: DATE:

This design (except registered or existing
trademarks) is the property of
DON BELL SIGNS LLC and shall not be
reproduced or copied in whole or in part
without the written permission of the
above named owner.



365 OAK PLACE
FORT ORANGE, FL 32127
386-718-0104
800-824-0080



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NOV 02 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

685750

07/29/2021

Client: Peck Office Plaza
Attn: Bobbie Cheh
2430 S. Atlantic Ave.
Daytona Beach Shores , FL

Re: Replacement of existing monument sign

Valor Signs, Inc. proposes to perform the following with all necessary Parts, Materials, & Labor:

1. Remove and dispose of existing sign and footer
2. Manufacture and Install (x1) new double sided monument sign
 - a. Sign will be Internally Illuminated with led
 - b. Sign will be approximately 10'W x 9' 6"H
 - c. Sign will include address number sets for 3 sides

Total cost for above detailed project - \$19,050

**Non Illuminated Option - \$16,750*

*Please note, price does NOT include permitting, engineering, or acquisition fees. These costs will be added on final invoice.

**A 50% deposit will be required prior to any work being performed.

Thank you for the opportunity to bid on this project and please contact us with any questions or for clarification on any of the above items.

Sincerely,

Jamie Levey
President

CENTRAL SIGNS, LLC
517 MASON AVE, UNIT 101
DAYTONA BEACH, FL 32117
(386)322-SIGN

CENTRAL SIGNS

DESIGN
MANUFACTURE
INSTALLATION
SERVICE/REPAIR
CRANE RENTALS

www.central-signs.com

PROPOSAL / SALES CONTRACT

DATE July 23, 2021

CONTACT Bobbie Cheh

SALES
ORDER NO. _____

PURCHASE
ORDER NO. _____

ADDRESS 2430 S Atlantic Ave Suite F

JOB NAME Peck Monument Sign

CITY/STATE Daytona Beach Shores, FL 32118

ADDRESS _____

PHONE 386-255-7336

CITY/STATE Daytona Beach Shores, FL 32118

EMAIL bobbie@peckcompanies.com

-----CONSTRUCTION SPECIFICATIONS-----

Fabricate and install one (1) new monument sign (10'H, 8"W, 64 Sq Ft, 10" Base)
Shop plan drawings of monument signs to be engineered, fabricated and installed to meet all applicable state and county minimum sign design standards and 140 mph wind loading.

Sign Foundation: Sign to be supported by one (1) 8" Dia. Schedule 40 Steel pipe set in 3000 psi concrete footer per signed and sealed engineered plans.

Sign Frame Structure: Frame to be mounted and welded at top and bottom 1/2" steel plate around the 8" Dia. Steel pipe. Sign frame to be constructed of all welded aluminum 6061-6511 aluminum angle frame and 2"x 2"x 1/4" aluminum square tubing and clad with 1/4" aluminum skin.

Paint: All painted surfaces will be primed and painted with automotive grade paint to match color renderings approved by customer.

Decorative Vinyl: shall be digitally printed on 3M vinyl.

Sign Lighting: lighting to be internally illuminated with environmentally friendly LED 's and power supplies as required by code.

Sub-Total: \$15,500.00

Tax (6.5%): \$1,007.50

Engineering & Permitting: \$550.00

Total: \$17,057.50

ELECTRIC PERMIT & HOOK UP? YES ☒ NO ☐ (check one) This will be required by the building department to secure permit.

This will be invoiced additionally at the end of the project. Hook up will be \$125.00 per hour plus materials due at time of completion.

Customer must note that the actual color shown on your sign rendering is only intended to provide a concept of the finished sign product and they may differ from the colors of the actual materials used in the production of your signage. The actual colors which will be used in production may be selected from our sample materials or from our sales manual color charts which are available upon request. Central Signs is not responsible for any damages that may occur anytime on site due to existing old age, uv damage or fatigue of existing sign. If Central Signs causes any damage on site, the customer is obligated to place Central Signs on notice to cure the damage. If not given notice from the customer Central Signs is released of all liability for said damage.

This proposal does not include: Changeable copy letters (unless specified above), de-energizing overhead power lines, removal of underground obstructions, alterations of original plans due to underground obstructions, additional reinforcement to walls to support wall mounted products, additional installation on time required because of unknown obstructions within wall prolonging drilling of installation or electrical holes, additional installation time or work required because of lack of access to the back side of walls, or primary wiring to sign display from building power source.

Customer is responsible to: Provide Central Signs a certified survey and site plan at Customer's expense. Customer agrees to sign permit applications, letters of authorization, notice of commencements, UCC Form, art renderings, job plans, work orders, change orders and completion letters as requested by Central Signs staff. Central Signs shall notify Customer of installation date and time and thereafter, Customer shall meet Central Signs installers on site in a timely manner to identify the exact property lines, right of way and to direct the exact product placement on site or on building.

FOR THE SUM OF Seventeen Thousand Fifty Seven Dollars and 50/100\$ 17,057.50

Payment to be made as follows:

Central Signs warrants the work by its contract against defects in materials and workmanship for a period of 30 days from the installation date. Should anyone other than Central Signs personnel work on the products, this warranty shall be voided. The customer agrees that should the product function in any way the customer shall disconnect the power source until the product has been repaired by Central Signs. Central Signs is not responsible for any damages that result from the products being repaired for any period of time. Because of the inherent difficulty of working with lighting sources and the equipment used, the customer shall be responsible for carrying liability fire & property damage insurance on type products & on any structure to which the products are attached. The customer shall look only to their own insurance for the cost of repair & damage from fire, wind storms or any other risks. The warranty specifically excludes any problems caused by exposure of water and all water damage of any kind. This warranty does not include maintenance items. On service & all repair work, the warranty only applies to the specific materials supplied & does not cover labor charges.

All work to be completed in a workmanlike manner according to standard practices. Any additional work required by local Building Officials which was unforeseen or not part of the original construction specifications shall become an extra charge over & above the contract price. On service and repair work on installation of products produced by others, Central Signs shall not assume and liability for the products or for upgrading the products to meet current codes unless specified above. All agreements are contingent upon status, availability, in climate weather or any other delays beyond the control of Central Signs. Any additional work at a later date or delays requested by the Customer on the above specifications will become an extra charge over & above the contract price & these fees will be due upon completion.

Central Signs shall retain the right to all signage, materials & properly covered by this contract. If customer refuses to make any payment due or if any payment becomes past due, Central Signs shall have the right to place the job on hold & any completion scheduled shall be retained & Central Signs shall have the right to retain all payments there to for fees as compensation for the use of the site. Customer agrees to pay additional fees for re-installation. A service charge of 1-1.5% per month will be charged on the unpaid balance after ten days (10% annual).

If for any reason Central Signs shall withdraw any materials or services for the enhancement of any of the obligations of the customer or must defend against an action of the customer here into customer agrees to pay in addition to the amounts found due from customer, reasonable attorney's fees & court costs. Customer agrees to pay in full by the time of this contract. When of any such materials or services shall be in any court in the County of Volusia, State of Florida, having jurisdiction over the subject matter. Both parties hereby give up all rights to change the terms of any action or suit there of.

This contract is governed by any written or oral prior agreement not set forth in this contract. Central Signs installers & service personnel are not authorized to negotiate or change the terms of this contract in any way. Only the President of Central Signs shall change the terms of this contract.

PROPOSAL ACCEPTANCE: The above prices, specifications and conditions are satisfactory and are hereby accepted. Central Signs is hereby authorized to do the work as specified. The customer or authorized signer of this contract personally guarantees payment in full of all charges listed above. Payment will be made as outlined above. Upon execution by Customer, this proposal becomes a binding contract on both parties, and is non-cancellable.

Customer Signature: _____

Customer Name: _____

Date: _____

Title: _____

Salesperson: Charles Hutcherson

*Accepted By: _____

Date: _____

*This proposal is subject to acceptance by Central Signs.

This Proposal will remain valid for 60 days from this date.

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NOV 02 2022

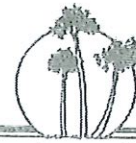
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

685750

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 #

9111

LANDSCAPING DESIGN AND INSTALLATION-LICENSED IRRIGATION CONTRACTOR

COMPLETE NURSERY AND GARDEN CENTER SINCE 1959

FLORIDA CERTIFIED LANDSCAPE CONTRACTOR

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PECK & ASSOCIATES 2430 S ATLANTIC AVE, SUITE F DAYTONA BEACH SHORES, FL 32118		6/24/2022		NOV 02 2022
		Project/Job		BUILDING AND CODES DIVISION CITY OF DAYTONA BEACH SHORES
		ARCHITECT		685750
		DATE OF PLANS		
OFFICE	FAX	REVISION DATE		
386-255-7392	386-238-3663			
QTY	SIZE	DESCRIPTION		Total
		LABOR, EQUIPMENT, & MATERIALS TO STRIP EXISTING GRASS AND PREP BEDS FOR NEW PLANTINGS. INSTALL (36) 1 GAL. ASIATIC JASMINE AND MULCH. IRRIGATION NOT INCLUDED. SALES TAX		
			Total	
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 _____				
Signature _____		Signature _____		



Existing sign dimensions see site plan

685750

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NOV 02 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

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NOV 02 2022

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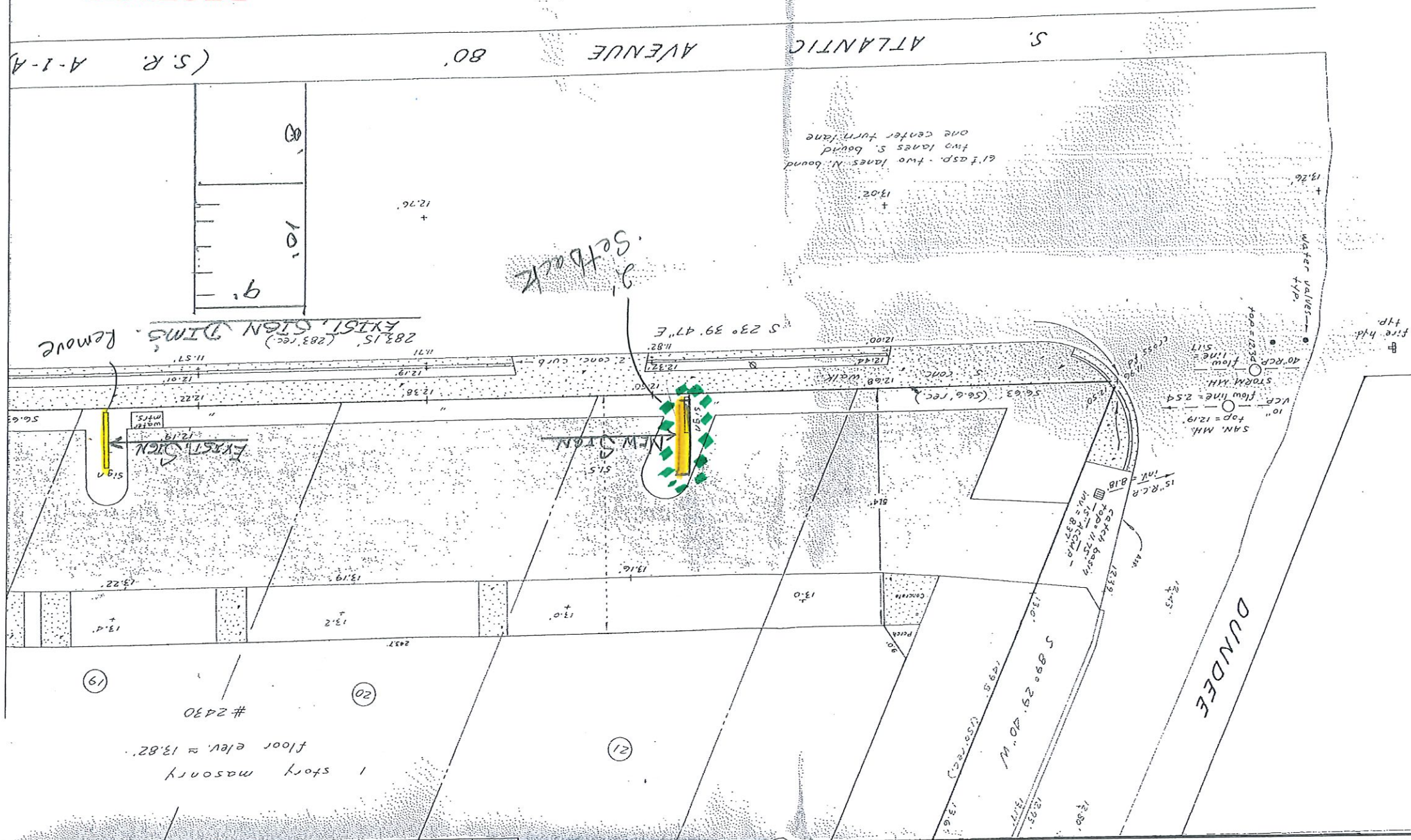


Exhibit B
Location Map-2430 S. Atlantic Avenue-Peck Office Center



Source: Volusia County Property Appraiser Website (2022)

Street View-2430 S. Atlantic Avenue- Peck Office Center



Source: Google Street View (July 2022)

EXHIBIT C

Eligibility Requirements Analysis Table: 2430 S. Atlantic Avenue-Peck Office Center-Peck Limited Family Partnership

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 GC-RD 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	The new conforming monument sign has been installed and is pending final inspection.	No
9	Sign design and plan shall conform to all applicable City standards	Sign Complies with City Standards	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
1	Sign Grant Limit	Requested Amount	
	15% of costs w/ min of \$2,000 and max of \$3,000	\$2,025	Yes
2	Sign Work Type Permitted		
	Alteration or Removal	Removal w. New Sign	Yes
3	Work Detail Permitted		
	Design/engineering, sign making, installation, and/or alteration.	Design/engineering, sign making, installation	Yes
4	Variance Required	No	



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 13, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Non-conforming Sign Removal Incentive Grant Application 12022065: 3612 S. Atlantic Avenue - Cherise's Salon

SYNOPSIS:

The City received the subject Non-conforming Sign Removal Incentive Grant Application on November 4, 2022 from Cherise Wintz (formerly Graham), owner of the property located at 3612 S. Atlantic Avenue known as Cherise's Salon. 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 wall sign. The total cost of the wall sign is \$3,668. Therefore, the applicant would qualify for \$2,000 in grant reimbursement.

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 and the applicant's preferred sign vendor, Don Bell signs, provided a quote of \$3,168 plus \$500 for sign engineering, totaling \$3,668. Permacraft Signs provided a quote of \$2,023.50 which is not inclusive of removal of the existing sign. The applicant would qualify for a grant of \$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:

RECOMMENDATION:

Staff recommends approval of the sign grant on the condition that the new wall sign complies with applicable City Standards and the Sign Ordinance and no code enforcement violation on the property exists prior to the disbursement of the City sign grant funds.

SUGGESTED MOTION:

A City Commissioner may move as follows:

“I move to approve the Non-Conforming Sign Removal Incentive Grant application for 3612 S. Atlantic Avenue, Cherise Wintz, Cherise's Salon, in the amount of \$2,000 on the condition that the new wall sign complies with applicable City standards and sign ordinance 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-3612 S. Atlantic Avenue
 3. Exhibit C-Evaluation-3612 S. Atlantic Avenue



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

Date Received: 11-4-22
Time Received: 12:14 p.m.
Application Complete: Y/N

12022065

**City of Daytona Beach Shores
Non-Conforming Sign Removal Incentive Grant Application**

NOTE: Grant application submission deadline is November 12, 2022

685776

A. Property Information

Property Address: 3612 S. Atlantic Ave. Parcel No: 630203010012
Existing Property Use/Business: SALON
Property Owner's Name: CHERISE GRAHAM
Property Owner's Address: 3612A S. ATLANTIC AVE. D.B. SHORES
Owner's Telephone No: 386.760.2035 Owner's Fax No: _____

B. Applicant Information (if not owner)

Applicant's Name: CHERISE GRAHAM
Address: 3612A S. ATLANTIC AVE. D.B. SHORES, 32118
Telephone No: 386.760.2035 Fax No: 386.763.4762

*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 ☐ 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: ☒

685776

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

D. Budget

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

\$ 350.00
 \$ 2818.00
 \$ 3,168.00
 \$ 3,000.00

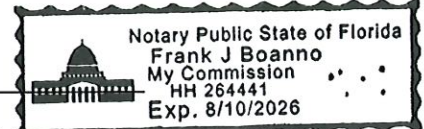
NOV 04 2022
 BUILDING AND CODES DIVISION
 CITY OF DAYTONA BEACH SHORES

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

Chen Wintz



STATE OF

COUNTY OF

Sworn to and subscribed before me this 4 day of Nov. 20 22, by CHENISE WINTZ who is personally known to me or has produced _____ and who did (did not) take an oath.

My Commission Expires:

8/10/26

APPLICANT's SIGNATURE (if applicant not owner)

Cecil J. Ward

STATE OF

COUNTY OF

Sworn to and subscribed before me this 4 day of Nov. 20 22, by CECIL J. WARD who is personally known to me or has produced _____ and who did (did not) take an oath.

My Commission Expires:

8/10/26

Notary Public



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PLANNING AND CODES DIVISION
DAYTONA BEACH SHORES
685776

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: Cherise Wintz ☐ Owner ☒ Applicant

Date: 11/4

STATE OF FL COUNTY OF Volusia

Sworn to and subscribed before me this 4 day of Nov. 20 22, by Cherise Wintz who is personally known to me or has produced _____ and who did (did not) take an oath.

Frank J. Boanno
Notary Public

My Commission Expires: 8/10/26



F. Affidavit of Authorization (if applicant not owner)

I, Cherise Wintz, owner of the property described herein, hereby authorize Don Bell Signs, and its agents, to make application for Cherises Salon to the City of Daytona Beach Shores for the property described in this application.

PROPERTY OWNER's Signature: Cherise Wintz

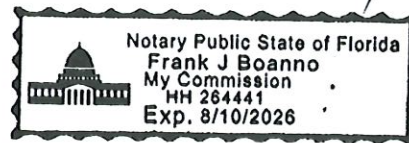
Date: 11/4

STATE OF FL COUNTY OF Volusia

Sworn to and subscribed before me this 4 day of Nov. 20 22, by CHERISE WINTZ who is personally known to me or has produced _____ and who did (did not) take an oath.

Frank J. Boanno
Notary Public

My Commission Expires: 8/10/26



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 ☐

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CITY OF DAYTONA BEACH SHORES



365 Oak Place
Port Orange, FL 32127
386-788-8084
www.DonBellSigns.com

Cherises
SALON

11/1/2022

CHERISES
3612 S. ATLANTIC AVE.
DAYTONA BEACH SHORES

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CITY OF DAYTONA BEACH SHORES

Don Bell Signs to remove existing pipe and ground sign structure, cut off at grade and discard.

- Don Bell Signs to remove letters and cabinet from one location (refurbish with new LED'S) and re-install (1) set of channel letters "SALON" and pill cabinet on Cherises Salon building fascia. Fabricate new Raceway for letters. Refer to design # 2200658 .
- Proper Primary electric required to be provided by client. Stubbed out at sign location.
- Additional costs for engineering and permitting will incur to the contractual price. \$350.00 - \$ 500.00.
- If this is approved a contract will be executed.

Price: \$3,168.00

Frank Boanno
Accounts manager

Gary Bell
President

Scope of Work:

Don Bell Signs to remove & discard:
(1) existing pylon sign. Cut pipe @ grade

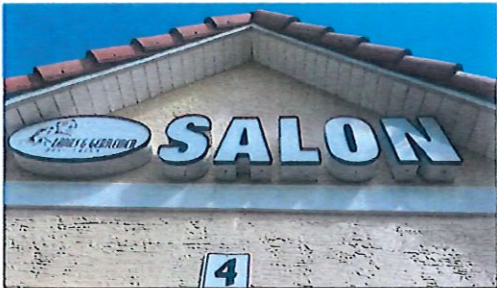
Don Bell Signs to remove & bring to shop:
(1) set of existing channel letters & logo

Don Bell Signs to fabricate & install:
existing channel letters & logo w/
(2) new alum. raceways onto wall as specified.

NOTE:
Max Sq Ft = 67.5'
Proposed = 17'
Linear Ft of Bldg. = 45'-0"



Existing pylon sign to be removed & discarded
Pipe to be cut @ grade



Existing channel letters & logo to be removed & brought to shop



Elevation of Existing Channel Letters & Logo on New Aluminum Raceways

(1 set) Req'd 17 Sq. Ft Scale: 3/4"=1'

Existing intern. illum
pill shaped logo:
Face: new vinyl graphic
on existing acrylic face
Mtd. to new raceway

Existing inter. illum
channel letters:
Mtd. to new raceway

New Raceway:
Const.- alum
Ptd.- to match bldg.
Mtd.- flush to wall

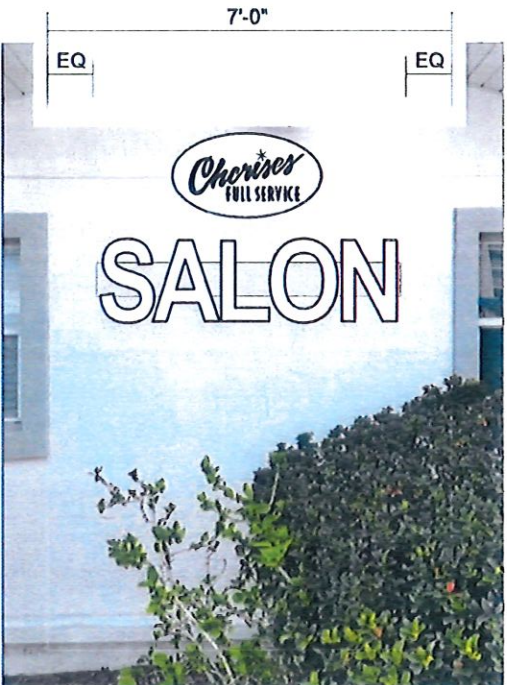
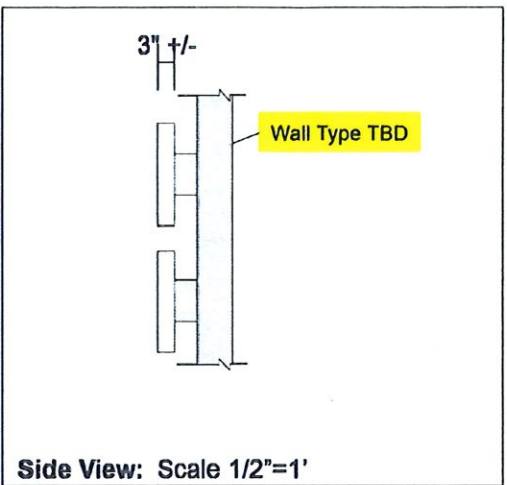


Image Preview: NTS



O.A. BLDG LENGTH: NTS

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CITY OF DAYTONA BEACH SHORES

COLOR SCHEDULE

Building Color
TBP

Note: The color on your computer screen or printer output may vary. Please consult the specifications in this drawing and proper color guide for accurate color depiction.



All signage to be installed in compliance with National Electrical Code - NEC 2017.



All signage to be constructed and installed with ETL standards.

Electrical Requirements: () 20 amp circuit(s) @ 120v

PRIMARY ELECTRIC BY OTHERS

Cherise's
SALON

DESIGN #: 2200658

DATE: 10.11.22

DRAWN BY: Andrew

Revisions / Date / Initials

ETL Accl. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 1

ACCOUNT
Cherise's Hair Salon
PROJECT
3612 S Atlantic Ave.
CITY
D.B. Shores
STATE
FL
SALON TYPE
FB / GB
SCALE
As Noted
FILE NAME
PROJECT
CoreIDRAW
OWNER'S SIGNATURE
DATE

Note: Primary power & signage lighting control by others. The primary power must be located within 6' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



365 OAK PLACE
PORT ORANGE, FL 32127
286-788-8084
800-874-0080

**PERMACRAFT SIGNS**1644 SOUTH RIDGEWOOD AVE.
SOUTH DAYTONA, FL 32119685776
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BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES**Invoice**

Date	Invoice #
11/3/2022	19805

Bill To
Cherises Salon 3612 S Atlantic Ave Daytona Beach Shores FL. 32118

Ship To

P.O. Number		Terms	Rep	Ship	Via	F.O.B.	Project	
				11/3/2022				
Quantity		Item Code	Description				Price Each	Amount
1		SIGN	Remove Existing Channel Letters from 5521 S Ridgewood Ave Port Orange. Bring to Permacraft Sign. Mount Letters to New Raceway. Strip Lettering and Adhesive from Oval Face and apply New Vinyl Graphics per Customer approved Drawing. Reinstall Raceway Mounted Letters at 3612 S Atlantic Ave Daytona Beach Shores.				1,650.00	1,650.00T
1		Engineering	Stamped and Sealed Engineering from State Licensed Civil Engineer. (mount Schedule)				250.00	250.00T
1		Permits	Permits at Cost.				0.00	0.00T
		Misc	Customer Must Provide Electrical Source within 5 feet of Sign. Sales Tax				0.00 6.50%	0.00T 123.50
Phone #		Fax #		E-mail		Total \$2,023.50		
386-767-8011		386-767-8246		permacraftsign@yahoo.com				

* Pricing not inclusive
of removal of existing sign.



Select Language

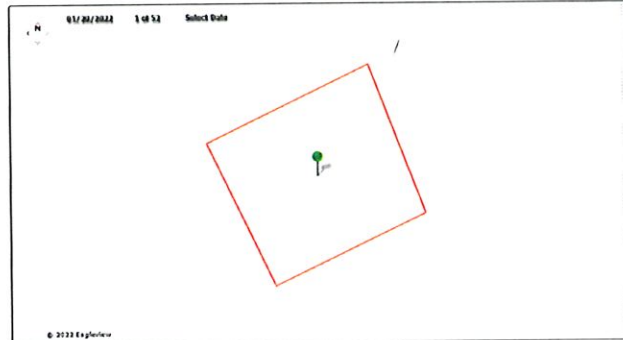
If you received property damage during Hurricane Ian, please submit a report online by clicking here.



Home / Parcel Summary for 3567323

Summary TRIM Notice Permits Map Pictometry Print

Alternate Key: 3567323
Parcel ID: 630209010012
Township-Range-Section: 16 - 33 - 02
Subdivision-Block-Lot: 03 - 01 - 0012
Physical Address: 3612 S ATLANTIC AVE, DAYTONA BEACH SHORES 32118
Business Name: CHERISE SALON
Owner(s): GRAHAM CHERISE M - FS - Fee Simple - 100%
Mailing Address On File: 3612A S ATLANTIC AVE
 DAYTONA BEACH SHORES FL 32118
[Update Mailing Address](#)
Building Count: 1
Neighborhood: 7362 - W/S ATL AVE DAYTONA BCH SHORE
[Neighborhood Sales](#)
Subdivision Name: 1100 - STORES 1 STORY
Property Use: 403- DAYTONA BEACH SHORES
Tax District: 17.1784
2022 Proposed Millage Rate: No - [Apply for Homestead Online](#)
Homestead Property: No - [Additional Information](#)
Agriculture Classification: S 100 FT OF N 325 FT OF LOT 1 BLK 1 SURFSIDE PARK FER OR 375
Short Description: 8 PG 0459


[Values & Exemptions](#)
[Land & Buildings](#)
[Sales](#)
[Legal](#)


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	\$115,684	\$104,203	\$107,824
Value:	\$110,250	\$94,500	\$94,500
Land Value:	\$225,934	\$198,703	\$202,324
Just/Market Value:			

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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 2022 PROPOSED 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.

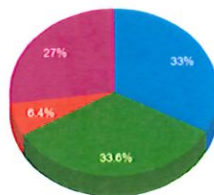
Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$225,934	\$225,934	\$0	\$225,934	1.5000	\$338.90
0012 DISCRETIONARY	\$225,934	\$225,934	\$0	\$225,934	0.7490	\$169.00
0011 REQ LOCAL EFFORT	\$225,934	\$225,934	\$0	\$225,934	3.2340	\$730.67
0050 GENERAL FUND	\$225,934	\$218,573	\$7,361	\$218,573	4.8499	\$1,060.06
0055 LIBRARY	\$225,934	\$218,573	\$7,361	\$218,573	0.4635	\$101.31
0520 MOSQUITO CONTROL	\$225,934	\$218,573	\$7,361	\$218,573	0.1781	\$38.93
0530 FORCE INLET PORT AUTHORITY	\$225,934	\$218,573	\$7,361	\$218,573	0.0760	\$16.61
0058 VOLUSIA ECHO	\$225,934	\$218,573	\$7,361	\$218,573	0.2000	\$43.71
0057 VOLUSIA FOREVER	\$225,934	\$218,573	\$7,361	\$218,573	0.0320	\$6.99
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$225,934	\$218,573	\$7,361	\$218,573	0.8606	\$188.10
0100 HALIFAX HOSPITAL AUTHORITY	\$225,934	\$218,573	\$7,361	\$218,573	0.1974	\$43.15
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$225,934	\$218,573	\$7,361	\$218,573	4.6359	\$1,013.94
0240 DAYTONA BEACH SHORES	\$225,934	\$218,573	\$7,361	\$218,573	17.1784	\$3,795.09

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount
---------	--------	------	--------

Estimated Ad Valorem Tax	\$3,795.09
Estimated Non-Ad Valorem Tax	\$0.00
Estimated Taxes:	\$3,795.09
Estimated Tax Amount without SCH/10CAP (D)	\$3,881.18

Where your tax dollars are going:



School
 County
 Other
 Municipality

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 CITY OF DAYTONA BEACH SHORES
 685776

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Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Asst	County Exemptions	County Taxable	HX Savings
2021	\$94,500	\$104,203	\$198,703	\$198,703	\$0	\$198,703	\$0
2020	\$94,500	\$107,824	\$202,324	\$202,324	\$0	\$202,324	\$0
2019	\$94,500	\$100,184	\$194,684	\$194,684	\$0	\$194,684	\$0
2018	\$94,500	\$97,059	\$191,559	\$191,559	\$0	\$191,559	\$0
2017	\$84,000	\$95,332	\$179,332	\$179,332	\$0	\$179,332	\$0
2016	\$84,000	\$88,835	\$172,835	\$172,835	\$0	\$172,835	\$0
2015	\$84,000	\$81,313	\$165,313	\$165,313	\$0	\$165,313	\$0
2014	\$84,000	\$76,072	\$160,072	\$160,072	\$0	\$160,072	\$0
2013	\$84,000	\$69,655	\$153,655	\$153,655	\$0	\$153,655	\$0

[Back to Top](#)[Home](#) / Parcel Summary for 3567323

123 W. Indiana Ave. Room 102
DeLand, FL 32720
(386) 736-5901

from 7:30 a.m. to 5:00 p.m.
Monday through Friday

About

Larry Bartlett
ADA Notice
Contact Us
Privacy Policy
Careers

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Real Property Search
Real Property (Classic)
Real Property (Advanced)
Personal Property Search
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Estimate Your Taxes
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CITY OF DAYTONA BEACH SHORES



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Street Address](#) /

Detail by Street Address

Florida Profit Corporation
CHERISE'S HAIR AND NAIL, INC.

Filing Information

Document Number V07701
FEI/EIN Number 59-3115779
Date Filed 01/21/1992
State FL
Status ACTIVE

Principal Address

3612 S ATLANTIC AVE
DAYTONA BEACH, FL 32118

Changed: 03/31/2008

Mailing Address

3612 S ATLANTIC AVE
DAYTONA BEACH, FL 32118

Changed: 03/31/2008

Registered Agent Name & Address

WINTZ, CHERISE MPRES
3612 S ATLANTIC AVE
DAYTONA BEACH, FL 32118

Name Changed: 04/20/2010

Address Changed: 04/20/2010

Officer/Director Detail

Name & Address

Title VP

WINTZ, GARY
3612 S. ATLANTIC AVE.
DAYTONA BEACH, FL 32118

Title ST

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CITY OF DAYTONA BEACH SHORES

WINTZ, CHERISE M
3612 S ATLANTIC AVE
DAYTONA BEACH, FL 32118

Title P

WINTZ, CHERISE M
3612 S. ATLANTIC AVE.
DAYTONA BEACH, FL 32118

Annual Reports

Report Year	Filed Date
2020	06/15/2020
2021	04/28/2021
2022	04/26/2022

Document Images

04/26/2022 -- ANNUAL REPORT	View image in PDF format
04/28/2021 -- ANNUAL REPORT	View image in PDF format
06/15/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
04/28/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
03/20/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
04/29/2012 -- ANNUAL REPORT	View image in PDF format
04/21/2011 -- ANNUAL REPORT	View image in PDF format
04/20/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
03/31/2008 -- ANNUAL REPORT	View image in PDF format
03/19/2007 -- ANNUAL REPORT	View image in PDF format
02/03/2006 -- ANNUAL REPORT	View image in PDF format
04/29/2005 -- ANNUAL REPORT	View image in PDF format
05/03/2004 -- ANNUAL REPORT	View image in PDF format
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02/18/2002 -- ANNUAL REPORT	View image in PDF format
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05/18/1998 -- ANNUAL REPORT	View image in PDF format
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05/01/1996 -- ANNUAL REPORT	View image in PDF format
07/05/1995 -- ANNUAL REPORT	View image in PDF format

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CITY OF DAYTONA BEACH SHORES

Letter of Authority

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BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES
685776

Date: 11/4

To: City of Daytona Beach Shores
Building Dept.

To Whom It May Concern:

3612 S. Atlantic Ave.
Daytona Beach Shores,
32118

This letter gives Don Bell Signs, LLC permission to proceed with the applications for the sign permits at the location as referenced above.

Sincerely,

Cherise Wintz
Print Name: CHERISE WINTZ
Title: OWNER

State ofFlorida.....

County of

The foregoing instrument was acknowledged before me on this 4 day of
Nov. 2022 by CHERISE WINTZ on behalf of
CHERISES SACON

Frank Boanno Notary Public X commission expires 8/10/26

X Personally Known

NOTARY SIGNATURE FRANK BOANNO

STAMP

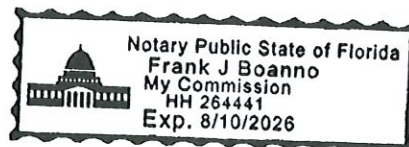


Exhibit B
Location Map-3612 S. Atlantic Avenue-Cherise's Salon



Source: Volusia County Property Appraiser Website (2022)

Street View-3612 S. Atlantic Avenue-Cherise's Salon



Source: Google Street View (July 2022)

EXHIBIT C

Eligibility Requirements Analysis Table: 3612 S. Atlantic Avenue-Cherise's Salon

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 GC-2 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	Sign Contractor and Applicant are aware of this condition	Yes
9	Sign design and plan shall conform to all applicable City standards	Sign Contractor and Applicant are 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
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
3	Work Detail Permitted		
	Design/engineering, sign making, installation, and/or alteration.	Design/engineering, sign making, installation	Yes
4	Variance Required	No	



**CITY COMMISSION AGENDA MEMORANDUM
DECEMBER 13, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Non-conforming Sign Removal Incentive Grant Application 12022069: 2328 S. Atlantic Avenue - Fratelli's Pizzeria

SYNOPSIS:

The City received the subject Nonconforming Sign Removal Incentive Grant Application on November 18, 2022 from Francisco Taveras, owner of the property located at 2328 S. Atlantic Avenue known as Fratelli's Pizzeria. 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 \$14,058. Therefore, the applicant would qualify for \$2,109 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 and the applicant's preferred sign vendor, AI's signs, provided a quote of \$14,058. PJ Signs provided a quote of \$16,496.85. The applicant would qualify for a grant of \$2,109.

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:

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 Commissioner may move as follows:

“I move to approve the Non-Conforming Sign Removal Incentive Grant application for 2328 S. Atlantic Avenue, Francisco Taveras, Fratelli's Pizzeria in the amount of \$2,109 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-2328 S. Atlantic Avenue
 2. Exhibit B- Location Map & Street View - 2328 S. Atlantic Avenue
 3. Exhibit C-Evaluation-2328 S. Atlantic Avenue



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

Date Received: _____

Time Received: _____

Application Complete: Y/N

1 2022 0609

City of Daytona Beach Shores

Non-Conforming Sign Removal Incentive Grant Application

NOTE: Grant application submission deadline is November 12, 2022

RECEIVED

NOV 18 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

685832

A. Property Information

Property Address: 2328 S Atlantic ave Parcel No: 5322-03-04-0140

Existing Property Use/Business: Pizzeria Fratellis Pizzeria.D@gmail.com

Property Owner's Name: Fratellis Pizzeria

Property Owner's Address: 2328 S Atlantic ave

Owner's Telephone No: 386-383-0309 Owner's Fax No: _____

B. Applicant Information (if not owner)

Applicant's Name: Francisco Jauras

Address: 3819 Esplanade ave Port Orange FL 32129

Telephone No: 386-383-0309 Fax No: _____

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

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

C. Proposed Signage

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

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

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

D. Budget

Cost of design/engineering	\$ _____
Cost of alteration, manufacture and installation of sign	\$ _____
TOTAL SIGNAGE COST	\$ <u>16,496.85</u>
AMOUNT REQUESTED FROM SIGN GRANT PROGRAM	\$ _____

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 to my permit, if approved, and that the city may impose further conditions pursuant to the City Ordinances.

OWNER's SIGNATURE _____

STATE OF Florida

COUNTY OF Volusia

Sworn to and subscribed before me this 18 day of November 20 22, by Francisco Taveras who is personally known to me or has produced FL Dr. License and who did (did not) take an oath.

Marilyn R. Rand

My Commission Expires: 8-5-2025

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: Francisco Taveras ☒ Owner ☐ Applicant

Date: 11-18-22

STATE OF FL COUNTY OF Volusia

Sworn to and subscribed before me this 18 day of November 20 22, by Francisco Taveras who is personally known to me or has produced FL Drivers License and who did (did not) take an oath.

Muriel A. Lamb
Notary Public

My Commission Expires: 8-5-2025



F. Affidavit of Authorization (if applicant not owner)

I, Francisco Taveras, 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: Francisco Taveras

Date: 11-18-22

STATE OF FL COUNTY OF Volusia

Sworn to and subscribed before me this 18 day of November 20 22, 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 ☒



228 Carswell Ave.
Holly Hill, FL 32117

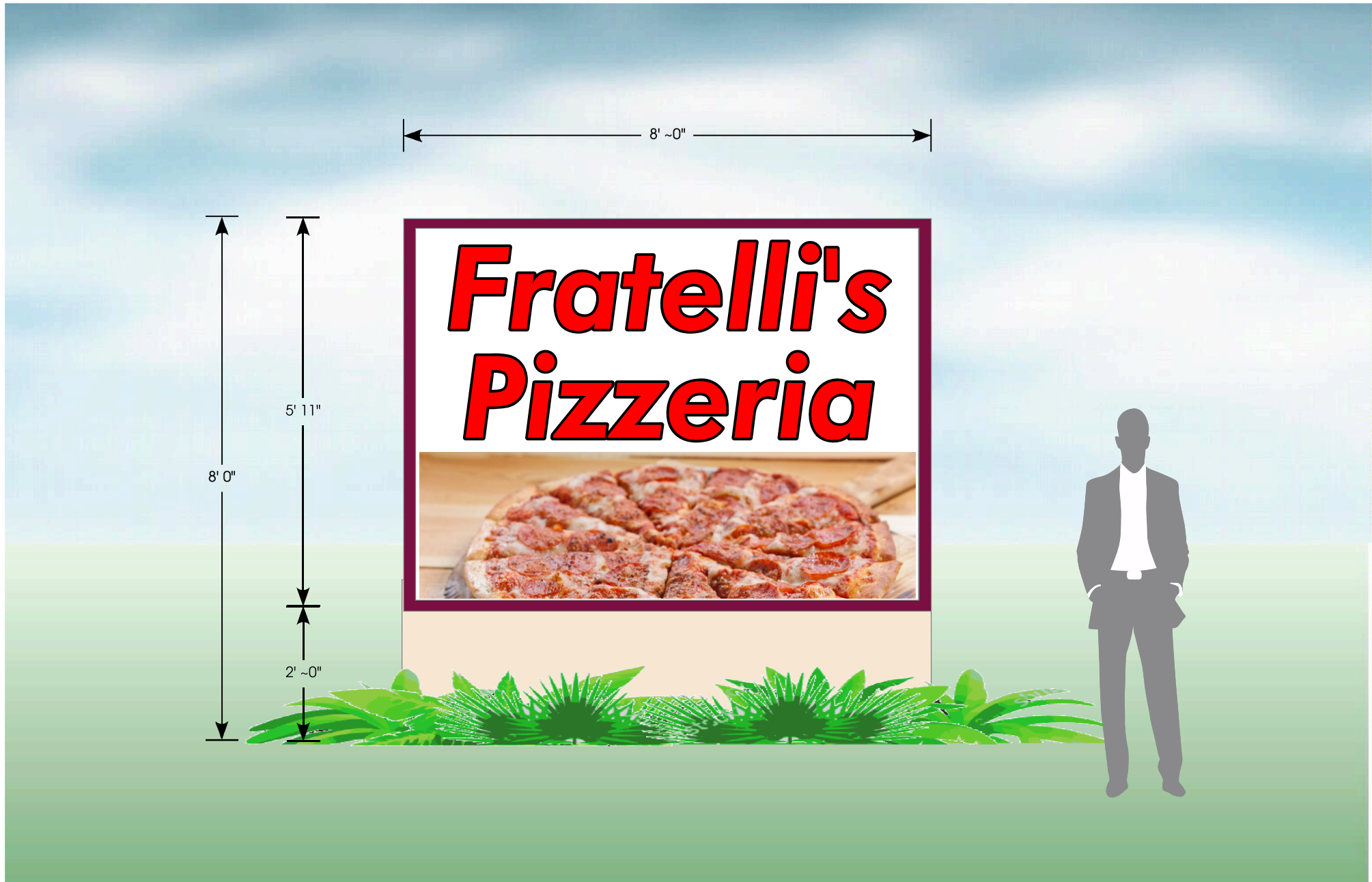
Estimate

Date	Estimate #
11/17/2022	4645

Bill To	Ship To
Fratelli's Pizzeria 2328 S. Atlantic Ave. Daytona Beach Shores, FL 32118	685832 RECEIVED NOV 18 2022 BUILDING AND CODES DIVISION CITY OF DAYTONA BEACH SHORES

P.O. Number	Terms		Rep	F.O.B.	Project
Quantity	Item Code	Description	Price Each	Amount	
1	Monument	6' x 8' LED Monument Sign (48 Sq. Ft) with a 2 Foot Base and Graphics includes Permitting and Engineering Permit Fee (TBD)	13,200.00	13,200.00T	
1	Permit		0.00	0.00T	
Phone: 386-252-8108 Fax: 386-255-0622 Email: AISigns@msn.com			Subtotal \$13,200.00		
			Sales Tax (6.5%) \$858.00		
			Total \$14,058.00		

All jobs require 50% Deposit before proceeding.
This is an estimate only, Changes and variations will impact the Total.
Charges for creating or converting artwork to be used is determined by time and effort necessary.



Project Name - Contact	Project Description Customer Approval _____ Date _____	al's signs 228 Carswell Ave. Holly Hill, FL 32117 P:386-252-8108 E: Alsigs@msn.com
Fratelli's Pizzeria	48 SQ FT MONUMENT SIGN. ALL ALUMINUM CABINET STRUCTURE PAINTED WITH ACRYLIC ENAMELS. 2" ALUMINUM ANGLE FRAMING MOUNTED ON STEEL POLE IN CONCRETE BASE. SIGN FACES OF 3/16" ACRYSTEEL WITH 3M TRANSLUCENT VINYL. SIGN TO BE INTERNALLY ILLUMINATED. STRUCTURE TO COMPLIMENT BUILDING COLORS AND FINISH. SIGN ENGINEERED TO MEET LOCAL WIND LOADS.	Page 303 of 319

PJ SIGNS

685832
RECEIVED

NOV 18 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Proposal

October 14, 2022

For: Francisco
Client Fratelli's Pizzeria
Address 2328 S. A1A
City/State/Zip DBS, FL 32118
Phone Number 256-4888, 383-0309
Contact Francisco

Job: Monument Sign

PJ's Agrees to supply Labor, Materials and necessary equipment to perform the work described below:

Number of attached pages: 0

To design, permit, engineer, fabricate and install an aluminum over angle aluminum sign cabinet with white acrylic face and digitally printed graphics. Cabinet, base and non-illuminated address panels painted ivory. Accents colors to be determined. Non-illuminated address numbers on both sides and faces of cabinet. Illumination provided by LEDs. Sign installed on schedule 40 pole in concrete footer per engineering specifications.

All Structural & Landscape Engineering Permitting Fees included!

\$15,490.00

FL Sales Tax 1,006.85

\$16,496.85

50% Deposit \$7,745.00 + tax 1,006.85 = \$8,751.85

***NO Landscaping provided* - (Landscaping Code available on City website)**

Warranties:

2 years on craftsmanship/PJ Signs
5 years vinyl/Manufacturer
5 years LEDs/Manufacturer

pjsigns386@gmail.com

Accepted by _____ Title _____ Date _____

PJ SIGNS

614 Fern Avenue
Holly Hill, FL 32117

Phone 386-257-4522

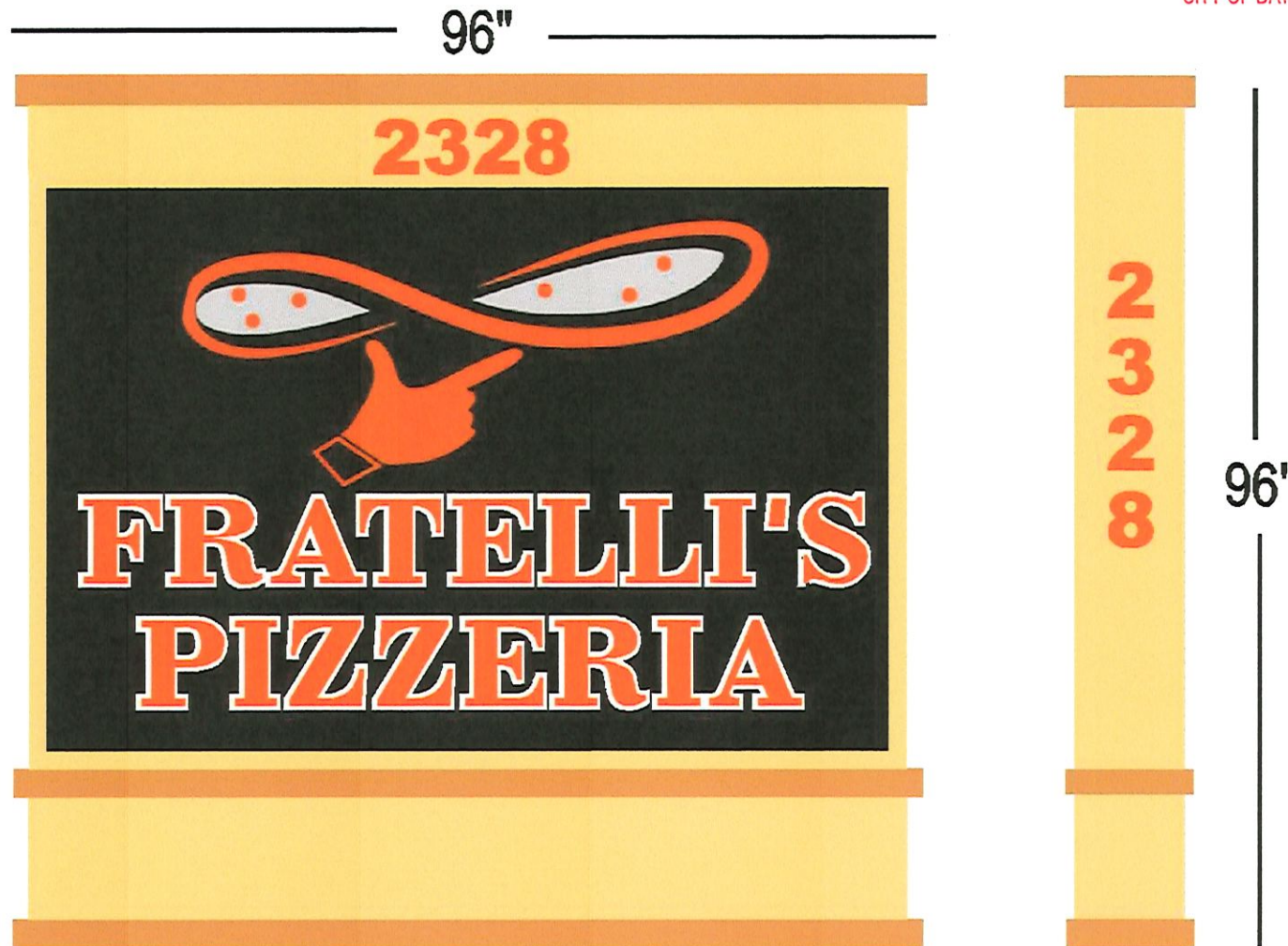
Fax 386-257-5122

685832

RECEIVED

NOV 18 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES



Customer
Fratellis

Date
10.13.22

Scale
.5"=1'0"

Drawing #
FP10.13.22

Approved as is ☐
Approved w/changes ☐
Redraw w/changes ☐

PJ Sign Systems © 2020 Original Design

Authorized Signature & Date

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes grounding and bonding

PJ
SIGNS
pj@signs.com

614 Fern Ave.
Holly Hill, FL 32117
386.257.4522
Fax 386.257.5122

Exhibit B
Location Map-2328 S. Atlantic Avenue- Fratelli's Pizzeria



Source: Volusia County Property Appraiser Website (2022)

Street View-2328 S. Atlantic Avenue- Fratelli's Pizzeria



Source: Google Street View (July 2022)

EXHIBIT C

Eligibility Requirements Analysis Table: 2328 S. Atlantic Avenue-Fratelli's Pizzeria

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 GC-RD 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
1	Sign Grant Limit	Requested Amount	
	15% of costs w/ min of \$2,000 and max of \$3,000	\$2,109	Yes
2	Sign Work Type Permitted		
	Alteration or Removal	Removal w. New Sign	Yes
3	Work Detail Permitted		
	Design/engineering, sign making, installation, and/or alteration.	Design/engineering, sign making, installation	Yes
4	Variance Required	No	



CITY COMMISSION AGENDA MEMORANDUM DECEMBER 13, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Non-conforming Sign Removal Incentive Grant Application 12022070: 138 Beachcomber
- Cherry Hill Ice Cream Cafe

SYNOPSIS:

The City received the subject Non-conforming Sign Removal Incentive Grant Application on November 21, 2022 from Kamil Sikora, owner of the business located at 138 Beachcomber Street known as Cherry Hill Ice Cream Cafe. The sign grant, if approved, would be used to assist the business owner with the costs associated with replacing the existing nonconforming sign with a new conforming monument sign. The total cost of the sign is \$12,780. 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 and the applicant's preferred sign vendor, Permacraft Signs, provided a quote of \$12,780. Coastline Wholesale Signs and LED Displays provided a quote of \$13,716. 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:

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 Commissioner may move as follows:

“I move to approve the Non-Conforming Sign Removal Incentive Grant application for 138 Beachcomber Street, Kamil Sikora, Cherry Hill Ice Cream Cafe 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-138 Beachcomber Street
 2. Exhibit B- Location Map & Street View -138 Beachcomber Street
 3. Exhibit C-Evaluation-138 Beachcomber Street



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

Date Received: _____

Time Received: _____

Application Complete: Y/N

RECEIVED

NOV 21 2022

12022070
City of Daytona Beach Shores

Non-Conforming Sign Removal Incentive Grant Application

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

NOTE: Grant application submission deadline is November 12, 2022

685845

A. Property Information

Property Address: 138 Beachcomber st Parcel No: _____

Existing Property Use/Business: Cherry Hill Ice Cream Cafe

Property Owner's Name: Janet Ivanhoe

Property Owner's Address: 281 Oceanshore Blvd Ormond Beach, FL 32176

Owner's Telephone No: 386-679-4400 Owner's Fax No: _____

B. Applicant Information (if not owner)

Applicant's Name: Kamil Sikora

Address: 4 oceans W Blvd, Apt 602B Daytona Beach Shores, FL 32118

Telephone No: 215-607-9618 Fax No: KamilSiko@gmail.com

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

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

C. Proposed Signage

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

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

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

D. Budget

Cost of design/engineering	\$ _____
Cost of alteration, manufacture and installation of sign	\$ _____
TOTAL SIGNAGE COST	\$ <u>13200</u>
AMOUNT REQUESTED FROM SIGN GRANT PROGRAM	\$ _____

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 *James Lee*

STATE OF Florida COUNTY OF Volusia

Sworn to and subscribed before me this 19 day of November 20 22, by Tarot Luahoe who is personally known to me or has produced _____ and who did (did not) take an oath.

Cindy L. Clarke

My Commission Expires: _____

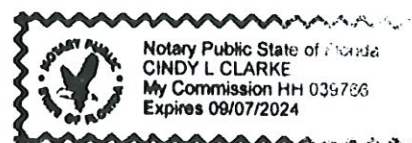
★ APPLICANT's SIGNATURE (if applicant not owner) _____

STATE OF Florida COUNTY OF Volusia

Sworn to and subscribed before me this 19 day of November 20 22, by Tarot Luahoe who is personally known to me or has produced Private License and who did (did not) take an oath.

Cindy L. Clarke
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: Kamil Sikora ☐ Owner ☒ Applicant

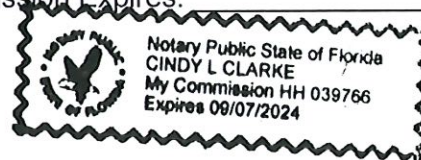
Date: 10/25/22

STATE OF Florida COUNTY OF Volusia

Sworn to and subscribed before me this 19 day of November 2022, by Kamil Sikora who is personally known to me or has produced Driver's License and who did (did not) take an oath.

Cindy L. Clarke
Notary Public

My Commission Expires: _____



F. Affidavit of Authorization (if applicant not owner)

I, Janet Ivanhoe, owner of the property described herein, hereby authorize Kamil Sikora, and its agents, to make application for Sign removal incentive grant application to the City of Daytona Beach Shores for the property described in this application.

PROPERTY OWNER's Signature: Janet Ivanhoe

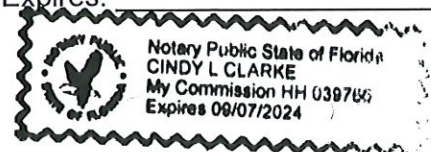
Date: Nov 19, 2022

STATE OF Florida COUNTY OF Volusia

Sworn to and subscribed before me this 19 day of November 2022, by Janet Ivanhoe who is personally known to me or has produced Driver's License and who did (did not) take an oath.

Cindy L. Clarke
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 ☐



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

Estimate

Date	Estimate #
11/4/2022	13431

Name / Address
Cherry Hill Ice Cream 138 Beachcomber St. Daytona Beach FL.32118

Ship To
685845 RECEIVED NOV 21 2022 BUILDING AND CODES DIVISION CITY OF DAYTONA BEACH SHORES

P.O. No.	Terms	Project

Description	Qty	Rate	Total
Manufacture and Install (1) 96" x 96" Internally Illuminated Double Faced Monument Sign. Sign To be Installed on Existing Steel Structure. Sign is to be Manufactured from all Aluminum Components. Sign will have a 24" Base per City of Daytona Beach Shores Building Code. Sign is to be Illuminated with Eco Friendly Energy Efficient LED Modules and Power Supplies. Faces to be 3/16" Flat white Acrylic with Vinyl Graphics applied First Surface per Customer approved Drawing. Sign will be connected to Existing Power Source.	1	9,600.00	9,600.00T
Manufacture and Install (1) 53.5" x 12'6" Face for Existing Internally Illuminated Wall Sign. Face is to be Manufactured from 3/16" Flat White Duraplex with Vinyl Graphics Applied First Surface per Customer Approved Drawing.	1	1,680.00	1,680.00T
2 Hours Labor to Install Wall Sign Face,	2	125.00	250.00T
Retrofit 53.5" x 12'6" Wall Sign with Eco Friendly, Energy Efficient LED Lamps. (Re Wire and Secure Broken Lamp Track.)	1	1,000.00	1,000.00T
Stamped and Sealed Drawing for Monument Sign by Florida Licensed Civil Engineer.	1	250.00	250.00T
Discount to loyal customer	1	-780.00	-780.00T

Subtotal
Sales Tax (6.5%)
Total

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



Date	Estimate #
11/4/2022	13431

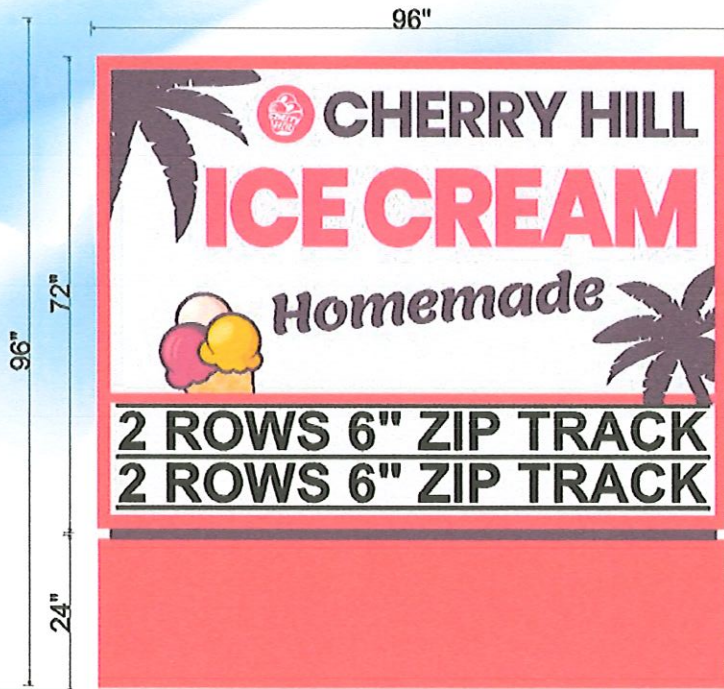
Ship To

	Subtotal	\$12,000.00
	Sales Tax (6.5%)	\$780.00
	Total	\$12,780.00

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

General Specs

U.I. APPROVED INTERNALLY ILLUMINATED MONUMENT SIGN
OR CAN BE 1/2" PLEX PUSH THRU OR CHANNEL LETTERS ON FACE



CHERRY HILL ICE CREAM CAFE
Homemade

CHERRY HILL
DATE: 10/28/22

REVISIONS

PAGE 1 OF 1

PROJECT LOCATION

ACCOUNT: CHANNEL LETTER

PROJECT: MONUMENT STREET

CITY: SOUTH DAYTONA, FL 321

CUSTOMER APPROVAL

PERMA-CRAFT SIGNS

1644 S. RIDGEWOOD AVE
S. DAYTONA, FL 32119
Phone: (386) 767-9011
Fax: (386) 767-9246

ER13014880

By signing this artwork you acknowledge that this artwork is final. All errors cannot be corrected without charge order. It is your responsibility as the client to ensure that this artwork is correct. Perma-Craft Signs will not be responsible for any errors after you have signed and finalized this artwork.

www.permacraftsigns.com
permacraftsign@yahoo.com

685845
RECEIVED

NOV 21 2022

BUILDING AND CODE DIVISION
CITY OF DAYTONA BEACH SHORES

Coastline Wholesale Signs & LED

Daytona

532 N Segrave Street

Daytona Beach, FL 32114

(386) 238-6200

Estimate

Date	Estimate #
11/16/2022	583989

Name / Address
Cherry Hill Ice Cream 138 Beachcomber St Daytona Beach, FL 32118

685845

RECEIVED

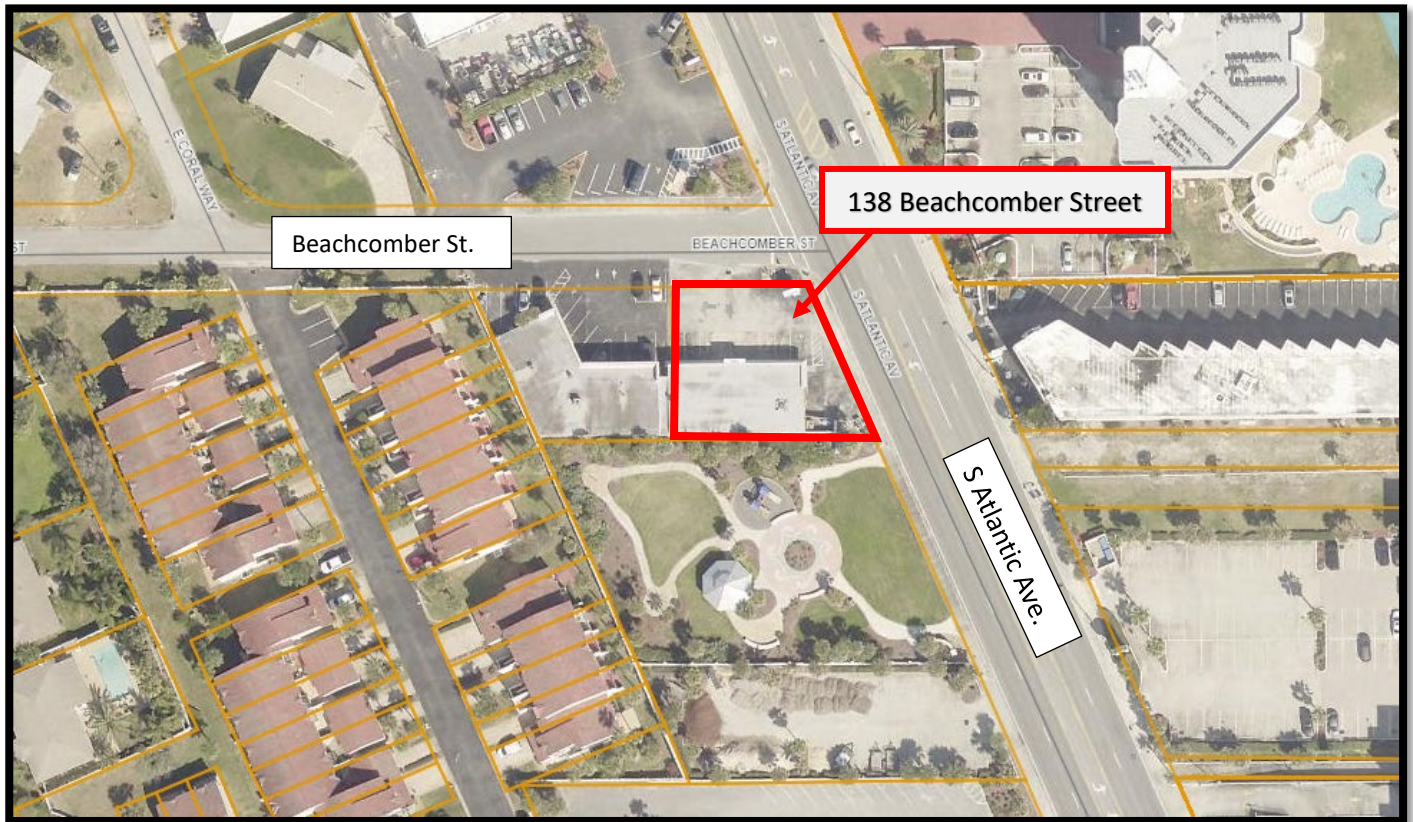
NOV 21 2022

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

			Project
Description	Qty	Cost	Total
Coastline Signs to manufacture (1) 96" x 96" internally illuminated double faced monument sign Existing structure will used for new sign. Sign will be manufactured of all aluminum . The sign base will be 24" as per City of Daytona Beach Shores. Sign will have LED modules and power supplies Faces will be 3/16" white acrylic with vinyl decoration.		10,500.00	10,500.00
Coastline Signs to manufacture and install (1) 53.5 x 12'6 face for existing internally illuminated wall sign. Faces will be flat white duraplex with vinyl graphics applied first surface per customer drawings	1	2,277.00	2,277.00
3 hours labor to install sign face	3	138.00	414.00
Coastline Signs to retrofit Wall sign with LED lamps	1	175.00	175.00
Engineering seals and rendering NOTE: PERMITS NOT INCLUDED IN ESTIMATE BILLED AT COST PLUS ACQUISITION FEE	1	350.00	350.00
Thank you for your business.		Total	\$13,716.00

Customer Signature _____

Exhibit B
Location Map- 138 Beachcomber Street-Cherri Hill Ice Cream Cafe



Source: Volusia County Property Appraiser Website (2022)

Street View-138 Beachcomber Street-Cherri Hill Ice Cream Cafe



Source: Google Street View (July 2022)

EXHIBIT C

Eligibility Requirements Analysis Table: 138 Beachcomber Street-Cherry Hill Ice Cream Cafe – Kamil Sikora

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 GC-2 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
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
3	Work Detail Permitted		
	Design/engineering, sign making, installation, and/or alteration.	Design/engineering, sign making, installation	Yes
4	Variance Required	No	