



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING FEBRUARY 13, 2024

**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 Chambers. Any such violation shall subject the offender, upon conviction thereof, to a fine and/or imprisonment as prescribed by Section 1-8.

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
- 6. APPROVAL OF MINUTES**
 - A. City Commission Minutes January 23, 2024
- 7. CONSENT AGENDA:**
 - A. Purchase of Public Safety Vehicles

- B. Access Agreement & Construction License For Seawall Repair: La Mer Condominium, 3255 S. Atlantic Avenue
- C. Access Agreement & Construction License For Pool & Other Miscellaneous Construction: David Cannon, 2847 S. Atlantic Avenue

8. OLD BUSINESS:

9. NEW BUSINESS:

- A. Ordinance 2024-05: Voluntary Annexation, 3215 La Paloma Avenue
- B. Direction on Utility Equipment Box Artwork Program (FPL Boxes-Phase 1)

10. CITY ATTORNEY COMMENTS

11. CITY MANAGER COMMENTS

12. COUNCIL COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY 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 COMMISSION MEETING
January 23, 2024
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mark Card, Commissioner Stephan Dembinsky, Commissioner Chris Conomos

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. Official Swearing in for new City Commission Members

City Attorney Becky Vose swore in the appointed commission members with their family present.

Kat Atwood showed a brief video to raise awareness of encephalitis. Mayor Miller read a proclamation proclaiming February 22nd as National Encephalitis Awareness Day.

6. APPROVAL OF MINUTES

A. City Commission Workshop Minutes January 9, 2024

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Workshop Minutes of January 9, 2024.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

B. City Commission Minutes January 9, 2024

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the City Commission Minutes of January 9, 2024.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

7. CONSENT AGENDA:

A. November Public Safety Report

B. December Public Safety Report

C. Community Services Department Monthly Report - November 2023

D. Community Services Department Monthly Report - December 2023

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the consent agenda.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

8. OLD BUSINESS:

A. Ordinance 2024-01: Requiring The Posting Of Addresses On The East side Of Properties Adjacent To The Beach

The City Attorney read the ordinance by title. Community Services Director Stewart Cruz explained the purpose of the ordinance for the record. The four changes that were requested from the first reading were included. Staff recommended approval with the revisions.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Ordinance 2024-01 on second reading.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

B. Ordinance 2024-03: Sewer Development Impact Fee

The City Attorney read the ordinance by title. Community Services Director Stewart Cruz provided a brief explanation to the commission. If adopted, the sewer treatment development fee will automatically be revised to conform with the fee set by the City of Port Orange. Staff recommended approval.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Adopt Ordinance 2024-03 on second reading.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

9. QUASI-JUDICIAL HEARING

A. Regular Site Plan RSP120230538: LIV Multi-Family Residential Condominium, 3635-3637 S. Atlantic Avenue

The City Clerk swore in all witnesses for the hearing. There was no ex-parte communication by any commission member. Community Services Director Stewart Cruz provided a brief staff report. The proposed project will be a 75-unit condominium located just north of the Sunglow Pier. The plan is consistent with the City's Comprehensive Plan and does not require any variances. Due Public Notice had been met and staff recommended approval.

Attorney Rob Merrill spoke for the applicant. He reiterated that the project required no special requests or variances. The project is anticipated to begin in May 2024 with 24 months to build. Resident Wayne Almond, who lives next door, was concerned about the seawall. The engineer was able to address his concerns.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the Site Plan RSP120230538: LIV Multi-Family Residential Condominium, 3635-3637 S. Atlantic Avenue.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

10. NEW BUSINESS:

A. Resolution 2024-03 Supporting the 2024 Florida League of Cities Legislation Agenda

The City Attorney read the resolution by title. The mayor explained this would help support the Florida League of Cities legislation platform.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Adopt Resolution 2024-03 Supporting the 2024 Florida League of Cities Legislation Agenda.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

B. Consideration of Request for Reduction/Rescission of Code Enforcement Lien for 2008 S. Atlantic Avenue

Code Enforcement Coordinator, Gwyn Herstein, provided a brief history of the case to the City Commission. The case was first heard by the Code Enforcement Special Magistrate on October 21, 2020. The property had 11 exterior violations and 5 interior deficiencies. The Special Magistrate granted 90 days to rectify the violations or a fine of \$250 per day would begin. After 90 days, 9 exterior violations and the 5 interior deficiencies remained. Final compliance was achieved in 533 days with a total fine of \$133,250.00. At the second Compliance Hearing in 2022, the Special Magistrate reduced the fine to \$110,000 plus \$243.26 in Administrative Fees if paid within six months. The fine was not paid and was reverted to the original amount. The property owner appealed to the Circuit Court and the Court temporarily abated the proceedings to allow the City Commission to consider a reduction. The property owner has requested a reduction of the fine to \$11,250 plus Administrative Fees. At the request of the commission, staff provided a formula to divide the fine and assign a daily equal share of \$22.72. When the violations are calculated in this manner, the fine could be reduced to \$52,187.84.

Attorney Michael Moore spoke for the property owner. He stated that the fair market value of the property was only \$235,000 and having a fine of \$133,000 could be considered a taking. He felt none of the violations were serious. The contractor believed that once a permit was applied for, that would stop the fine from accruing. During the renovation process, a car went through the front window of the building in May 2021. That required additional work. Attorney Moore stated that the owner had spent over \$73,000 on the repairs and had invested another \$34,000 on internal renovations. Comm. Conomos inquired what the owner planned to do with the building. The owner would like to lease it or sell it, but on-site parking is a challenge. Mayor Miller stated that the building had been vacant for 17 years and was unsightly for the neighbors to look at. Vice Mayor Politis was willing to wait and see if the building could be rented or sold first. It was mentioned that the case was still in Circuit Court and that the judge hoped the city could resolve the matter. City Attorney Vose explained that a joint motion for more time could be submitted, but stated that the judge may not agree.

After a brief discussion, Comm. Dembinsky made a motion to accept the city's mathematical reduction.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to reduce the fine to \$52,000 if paid within 90 days or the fine reverts back to original amount.

Vote: Motion passed by roll call vote (**summary:** Yes = 4 No = 1).

Yes: Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

No: Nancy Miller

C. Appointment of City Commission Economic Development Liaison and Local Business Relations Liaison

City Manager Kurt Swartzlander explained that with Mel Lindauer's resignation from the commission, it also removed him as the Economic Development Liaison. It was explained

that they do not meet often, but it is an important role that needs to be filled. Both Vice Mayor Politis and Commissioner Card were interested.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Appoint Mark Card as the City Commission Economic Development Liaison and Local Business Relations Liaison.

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

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

11. CITY ATTORNEY COMMENTS

The City Attorney had nothing additional to report.

12. CITY MANAGER COMMENTS

The City Manager had nothing additional to report.

13. COUNCIL COMMENTS:

Mayor Miller announced that the February 14th Coffee with the Mayor would begin at 9:00 am.

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

Mel Lindauer stated that he was pleased with the Mayor's vote regarding the code enforcement fine reduction. He felt a message needed to be sent to the property owner.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added to the agenda.

16. ADJOURNMENT:

The meeting ended at 7:32 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 13, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Mike Fowler, Public Safety Director
PREPARED BY: Mike Fowler, Public Safety Director
SUBJECT: Purchase of Public Safety Vehicles

SYNOPSIS:

This item is for approval of two Public Safety patrol vehicles and one CID vehicle. These purchases were previously approved by the commission as part of the FY23-24 budget and are being made in accordance with the attached Charlotte County piggyback contract.

FISCAL IMPACT STATEMENT:

No fiscal impact as this purchase was budgeted for.

BACKGROUND:

As part of the FY23-34 budget, the commission approved the purchase of two Public Safety patrol vehicles and one vehicle for the criminal investigation division. The budgeted amount totaled \$170,000. This purchase is from Bartow Ford, in accordance with a piggyback contract between Bartow Ford and Charlotte County, for a total of \$155,000, \$15,000 below budget. Bartow Ford is a dealership we have used multiple times in the past with good results. They complete a total buildout of the vehicles which includes all emergency equipment for this price.

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. Charlotte County Contract
2. 2024 PATROL Vehicles
3. 2023 CID EXPLORER 4X2 WORKSHEET



Charlotte County Purchasing

Administrative Contract Renewal Approval Form

Vehicles - Annual Contract

Contract #:	2021000541	Award Date:	9/14/2021
Awarded By:	Board of County Commissioners		
Original Term:	10/1/2021	To:	9/30/2022
From:			
Renewal Term:	10/1/2023	To:	9/30/2024
From:			
Description & Background of Contract			

This is an annual contract with Bartow Ford that allows for the purchase of Ford vehicles on an as needed basis using a percentage discount of 4.27% off of the Ford Factory Invoice, and a percentage mark-up of 0% on dealer installed options.

On September 14, 2021, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options for up to two additional one-year terms, at the same prices, terms, and conditions.

In accordance with the contract documents, this contract can be renewed for one additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2023 through and including September 30, 2024.

Contract Specialist:	True, Alisa	Email:	Alisa.True@charlottecountyfl.gov
Phone:	941-743-1549	Fax:	941-743-1384
By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.			
Requested By:	Richard Weissinger Bartow Ford thefordtruckguy@gmail.com	Signature:	See Attached
Fiscal Reviewed By:	Daniels, Harold, Senior Financial Analyst-08/01/2023		
Department Approved By:	Gutierrez, Lorrie, Fleet Operations Manager - 8/17/2023		
Purchasing Approved By:	Corbett, Kimberly, Senior Division Mgr-Purchasing - 8/17/2023		
Administration Approved By: (when applicable)	Flores, Hector, County Administrator - 8/17/2023		

Charlotte County Purchasing Contractor/Vendor Performance Evaluation

Contract #:	2021000541	Title:	Vehicles - Annual Contract
Department:	Fleet Management		
Contractor/Vendor:	Bartow Ford		

This form shall become public record, therefore, all items should be completed thoroughly and explained based on fact.

- | | |
|---|-----|
| 1. Did the Contractor/Vendor perform and/or deliver on time? | No |
| 2. Was quality of product/service rendered in conformance with specs? | Yes |
| 3. Did the Contractor/Vendor provide timely warranty service and/or repairs? | N/A |
| 4. Did the Contractor/Vendor display cooperation in working out problems? | Yes |
| 5. Would you recommend that Charlotte County continue to do business with the firm? | Yes |

Additional Comments (optional):

Suuply chain issues and communication lacks.

By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by: Gutierrez, Lorrie, Fleet Operations Manager-08/17/2023



Charlotte County Purchasing
Administrative Contract Renewal Approval Form
Vehicles - Annual Contract

Contract #:	2021000541	Award Date:	9/14/2021
Awarded By:	Board of County Commissioners		
Original Term:	10/1/2021	To:	9/30/2022
From:			
Renewal Term:	10/1/2023	To:	9/30/2024
From:			
Description & Background of Contract			

This is an annual contract with Bartow Ford that allows for the purchase of Ford vehicles on an as needed basis using a percentage discount of 4.27% off of the Ford Factory Invoice, and a percentage mark-up of 0% on dealer installed options.

On September 14, 2021, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options for up to two additional one-year terms, at the same prices, terms, and conditions.

In accordance with the contract documents, this contract can be renewed for one additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2023 through and including September 30, 2024.

Contract Specialist:	True, Alisa	Email:	Alisa.True@charlottecountyfl.gov
Phone:	941-743-1549	Fax:	941-743-1384

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Requested By:	Richard Weissinger Bartow Ford thefordtruckguy@gmail.com	Signature:	<i>Richard Weissinger</i>
Fiscal Reviewed By:			
Department Approved By:			
Purchasing Approved By:			
Administration Approved By: (when applicable)			

January 2, 2024



**City of Daytona Beach Shores
Dave Rodgers**

DESCRIPTION	
K8A	2024 Ford Interceptor Utility
99B	3.3L V6 Direct-Injection (FFV) Engine
44U	10 - Speed Automatic Transmission
86P	Front Headlamp Prep: Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
86T	Taillight Prep: Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)
76R	Reverse Sensing System
43D	Dark Car Feature
60A	Factory Grill, Lamp, Siren & Speaker Wiring
76P	Pre Collision Assist
52T	Class III Trailer Tow Lighting Package
55F	Keyless Entry Fob - Includes 4-key fobs
17A	Aux. Rear Air
	Factory Invoice
	\$46,493.00
	Government Price Concession Discount
	\$1,500.00
	4.27% Contract Discount
	\$1,921.20
	Whelen Legacy DUO 55" Lightbar Red/Blue/White, Whelen IX50UFZ Red/Blue Inneredge Lightbar, (2) MCRNTJ Microns Mounted in Grill Area, (4) Whelen Vertex DUO Red/Blue Mounted in Headlight & Taillights, Whelen Dominator Plus 8 Head R/R/R/B/B/B/B Mounted High in Rear Glass, Whelen DUO Tracers R/B/R/B/R with White Override, (1) Whelen Thin ION Red Mounted on DS Mirror, (1) Whelen Thin ION Blue Mounted on PS Mirror, Whelen 295SLSA6 Siren Controller, SA315P Speaker with Bracket, Arges Remote Spotlight, Wig Wag Headlights, Havis Interceptor Console with HVAC Relocation Bracket Kit, Self Adjusting Cup Holder, C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter, Go Rhino Front Partition With Full Poly Screen & Solid Poly Rear Partition, Prisoner Seat, Steel Window Bars, Rear Door & Window Cover Plates, Pro Gard G4906 Vertical Partition gun rack, Go Rhino False Floor W/Electronics Tray, Two Tone Paint (Doors Only), Undercoating, Bartow Ford Custom Installation
	\$13,053.00
	Install Customer Supplied: Harris Police Radio, Radar, AO10018 - Airbag Switch, Axon Camera System
	\$400.00
	Temp Tag
	\$17.00
TOTAL PURCHASE AMOUNT PER UNIT	
\$56,541.80	

Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485



City of Daytona Beach Shores
Dave Rodgers

[illegible]

Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485





**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 13, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Access Agreement & Construction License For Seawall Repair: La Mer Condominium,
3255 S. Atlantic Avenue

SYNOPSIS:

The La Mer Condominium, located at 3255 S. Atlantic Avenue, requested authorization by the City to utilize a portion of the adjacent City Larry Fornari Park for construction access during the repair of their seawall and pool deck area. Attached is the license agreement drafted by the City Attorney. Among other things, the La Mer Condominium will be responsible for restoring the utilized portion of the park to pre-construction conditions or better prior to the expiration of the agreement.

FISCAL IMPACT STATEMENT:

No fiscal impact.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

Approval of the Access Agreement and Construction License for Seawall Repair to allow La Mer Condominium to utilize a portion of the Daytona Beach Shores Public Beach Park "Larry Fornari Park," located at 3255 S. Atlantic Avenue, for construction access during the repair of the La Mer Condominium seawall and pool deck repair.

ATTACHMENT: 1. Signed-Access Agreement Construction License For Seawall Repair-La
Mer Condo-3255 S. Atlantic Ave - Revised-1-31-24

250209
RECEIVED

FEB 05 2024

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

This instrument prepared by/return to:
Gretchen R.H. Vose, Esq.
Vose law Firm, LLP
324 W. Morse Blvd.
Winter Park, FL 32789

Property Appraiser's
Parcel Identification No. 533514000001

AGREEMENT GRANTING TEMPORARY INGRESS, EGRESS AND CONSTRUCTION LICENSE FOR SEAWALL REPAIR

This Agreement Granting Temporary Ingress, Egress and Construction License for Seawall Repair, is entered into this 1st day of Feb, A.D. 2024, by and between the City of Daytona Beach Shores, a Florida municipal corporation, with an address of 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida 32118 ("City"), and La Mer Condominium Association, Inc., with an address of 3255 S. Atlantic Avenue, Daytona Beach Shores, FL, 32118, ("Grantee").

(Wherever used herein, the terms "City" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Whereas, Grantee intends to repair the existing seawall ("Seawall") in the location described in the attached Exhibit "A" ("Seawall Location"); and

Whereas, in order to repair the Seawall in the Seawall Location, the Grantee needs to have access to and across an area ("License Area"), as illustrated in the attached Exhibit "B", which is owned by the City, and which may be partially closed for beach access during the repair of the Seawall; and

Whereas, Grantee agrees to repair the Seawall at Grantee's sole cost and expense, and; and

Whereas, in order to ensure that no liens will attach to the City's property as a result of the repair by Grantee of the Seawall, Grantee shall provide to the City a copy of the estimate of repair costs for the Seawall; and

Whereas, at the termination of this License, Grantee agrees to cause the restoration of the License Area to a condition equal to or better than its condition prior to the grant of this License; and

Whereas, Grantee, for good and valuable consideration, the sufficiency of which the parties agree is adequate, indemnifies and holds the City harmless against any and all claims, losses, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the City, or its agents, officers, or employees, arising directly or indirectly or relating in any way to this License or the use of the License Property or the repair of the Seawall, including but not limited to those claims, losses, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. The Grantee shall also provide

liability insurance to the City, with a company subject to the approval of the City, with the City listed as an additionally named insured to cover all indemnification obligations of Grantee in an amount not to be less than \$1,000,000.

Now, therefore, the City and Grantee agree, for and in consideration of the sum of \$10.00, in hand paid each to the other, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, to the following:

1. The "Whereas" clauses set forth above are affirmed and ratified and are an integral part of this Agreement as if fully set forth in this portion of this Agreement.

2. The City grants to the Grantee a non-exclusive, temporary License ("License") for repair of a seawall ("Seawall") in the location as shown on Exhibit "A" hereto, that will be repair in accordance with plans pre-approved by the City. Such License to be located over, under, across and through that certain real property as more particularly described in Exhibit "B" attached hereto ("License Area"), together with rights of ingress and egress thereto as may be required for purposes of exercising the License rights granted hereby.

3. This License shall not become effective unless and until the Grantee has provided the City the proof of adequate funds and the liability insurance as provided above.

4. Grantee shall repair the Seawall at Grantee's sole cost and expense. During any and all construction activities in the License Area, Grantee shall be responsible for the securing and maintaining of the License Area in a safe and secure manner so as to prevent public access during construction. During the term of this temporary License, Grantee shall use and maintain the License Area in a neat and clean manner so as not to become an eyesore. Prior to the end of this temporary License, the Grantee shall, at Grantee's sole cost and expense, restore and repair the License Area and any vegetation or other improvements located thereon, to a condition equal to or better than existed immediately prior to the beginning of the temporary License. Any work performed by Grantee shall be performed in a good and workmanlike manner. If Grantee does not fulfill its duties under this Agreement, the City may, but shall not be obligated to, fulfill such duties and charge the expenses incurred, plus an administrative fee of 10% to the Grantee. The Grantee agrees to pay such expenses and administrative fee, and if necessary, cause a special assessment to be made on its residents and owners as appropriate to pay such expenses and administrative fees. If such expenses and administrative fees are not paid within twenty (20) days after invoicing for same by the City, such expenses and administrative fees shall incur interest at the highest rate permitted under Florida law until paid in full. If litigation occurs regarding such collection, or regarding any other matter relating to this Agreement, the prevailing party shall pay the other side's attorneys' fees, expenses and costs.

5. The License shall terminate automatically on the earlier of ten (10) days following completion of the repair of the Seawall and restoration of the License Area, or December 31, 2024. This License may be extended at the sole discretion of the City by vote of the City Commission.

6. The signers of this Agreement represent that they have been fully authorized to execute this Agreement by and on behalf of the entity they represent, and that all requirements precedent to the execution of this Agreement have been properly followed. The attorneys signing

below on behalf of their respective clients acknowledge that they have fully investigated the authority of the signers of this Agreement, and that by their signatures, such attorneys are representing that their respective clients are fully bound by the provisions of this Agreement.

In Witness Whereof, the said party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

WITNESSES:

**CITY OF DAYTONA BEACH
SHORES, FLORIDA**

Signature
Printed Name: _____
Address: _____

By: Nancy Miller, Mayor
2990 S. Atlantic Ave.,
Daytona Beach Shores, Florida 32118

Signature
Printed Name: _____
Address: _____

ATTEST:

Attorney on behalf of City of Daytona
Beach Shores

Vose Law Firm, LLP

Cheri Schwab, City Clerk
2990 S. Atlantic Ave.
Daytona Beach Shores, Florida 32118

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ date of _____ 2024, by Nancy Miller, Mayor and Cheri Schwab, City Clerk, on behalf of the City of Daytona Beach Shores, Florida, who are personally known to me or who have produced _____ as identification.

[Notary seal]

Print Name _____
Notary Public, State of Florida
My Commission Expires: _____

Signed, sealed and delivered in presence of:

WITNESSES:

Steven Shevlin
Signature
Printed Name: Steven Shevlin
Address: 5453 Hibiscus Ave
Port Orange FL 32127

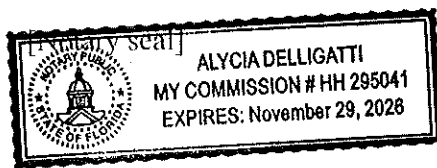
Alycia Delligatti
Signature
Printed Name: Alycia Delligatti
Address: 1158 Tracy Dr
Port Orange, FL
32129

La Mer Condominium Association, Inc.

Steve Swoboda
Signature
Printed Name: Steve Swoboda
Title: Vice President
3255 S. Atlantic Ave, Office
Daytona Beach Shores, FL 32118

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 1st date of Feb 2024, by Steve Swoboda, on
behalf of La Mer Condominium Association, Inc., who are personally known to me or who have
produced FL DL # as identification.
5130-795-62-218-0



Alycia Delligatti
Print Name Alycia Delligatti
Notary Public, State of Florida
My Commission Expires: 11/29/2026

Attorney on behalf of La Mer Condominium Association, Inc.

Signature
Printed Name: _____
Address: _____

EXHIBIT A: Seawall Location

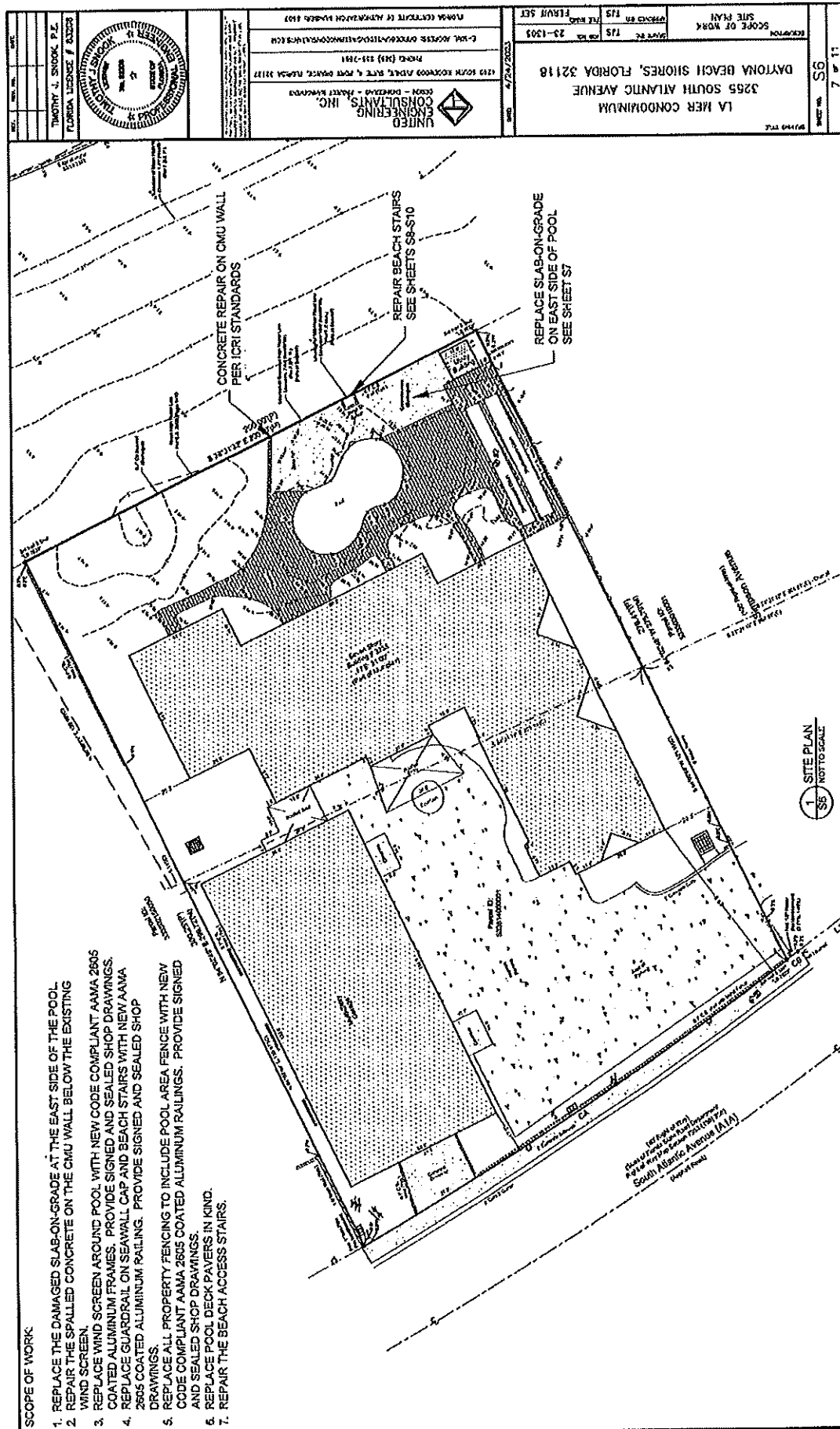


EXHIBIT B
(Page 1 of 2)

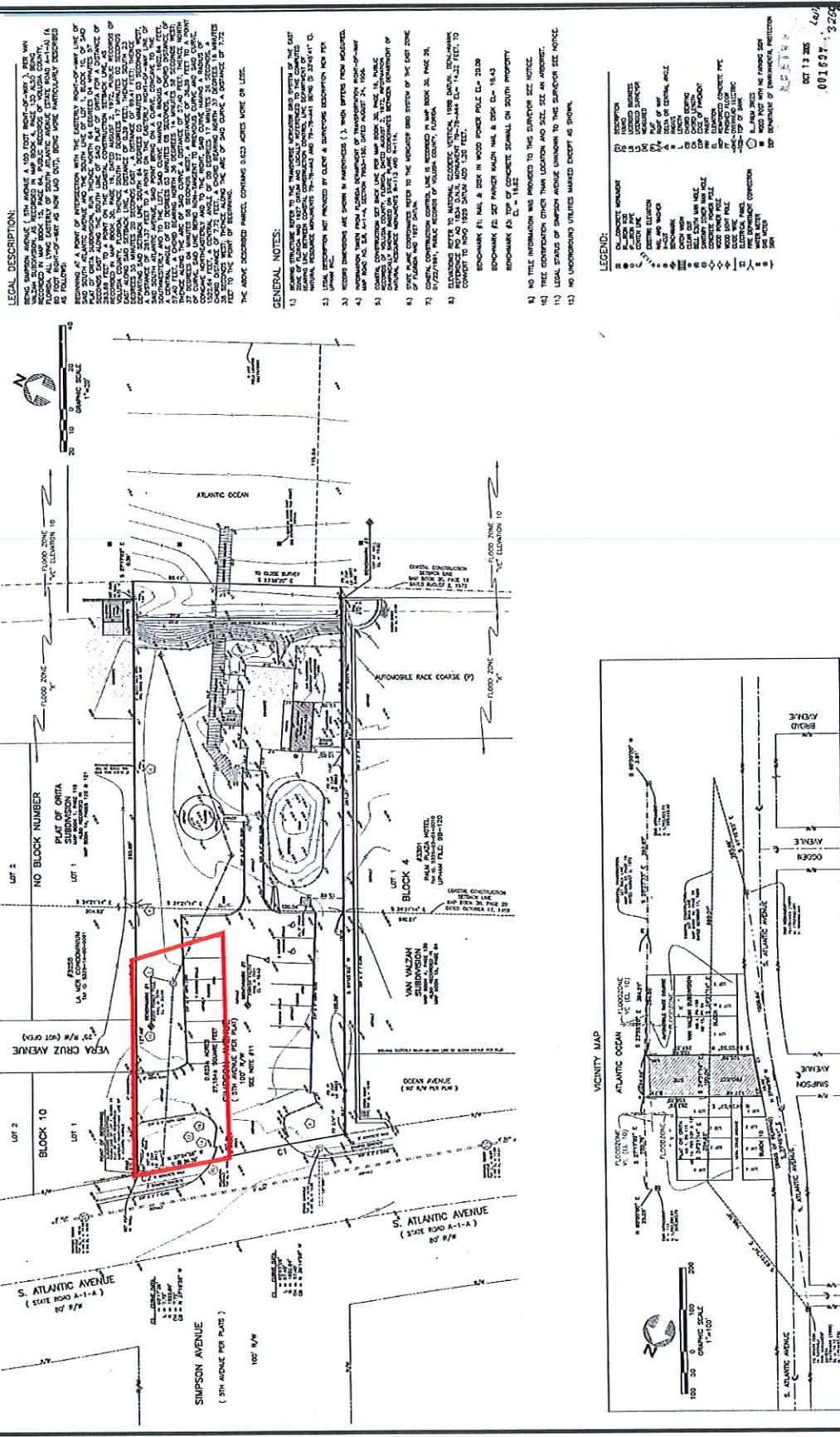
3259 S. Atlantic Avenue (License Area)

THE WESTERLY 100 FEET OF THE NORTHERN 40 FEET OF THE FOLLOWING:

BEING SIMPSON AVENUE (5TH AVENUE A 100 FOOT RIGHT-OF-WAY), PER VAN VALZAH SUBDIVISION, AS RECORDED IN MAP BOOK 4, PAGE 130 ALSO BEING RECORDED IN MAP BOOK 15, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ALL LYING EASTERLY OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A) (A 80 FOOT RIGHT -OF -WAY AS NOW LAID OUT), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH ATLANTIC AVENUE AND THE SOUTH LINE OF LOT 1, BLOCK 10, OF SAID PLAT OF ORITA SUBDIVISION, RUN THENCE NORTH 64 DEGREES 04 MINUTES 57. SECONDS EAST ALONG THE SOUTH LINE OF SAID PLAT OF ORITA FOR A DISTANCE OF 283.69 FEET TO A POINT ON THE COASTAL CONSTRUCTION SETBACK LINE, AS RECORDED IN MAP BOOK 30, PAGE 19, DATED AUGUST 2, 1972, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 27 DEGREES 17 MINUTES 02 SECONDS EAST ALONG SAID SETBACK LINE, A DISTANCE OF 0.39 FEET; THENCE SOUTH 23 DEGREES 55 MINUTES 20 SECONDS EAST , A DISTANCE OF 99.41 FEET; THENCE DEPARTING SAID SETBACK LINE SOUTH 64 DEGREES 05 MINUTES 03 SECONDS WEST, A DISTANCE OF 261.37 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH ATLANTIC AVENUE, SAID POINT BEING ON A CURVE, CONCAVE TO THE SOUTHWESTERLY AND TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1602.64 FEET, A CENTRAL ANGLE OF 02 DEGREES 03 MINUTES 08 SECONDS, A CHORD DISTANCE OF 57.40 FEET, A CHORD BEARING NORTH 36 DEGREES 14 MINUTES 58 SECONDS WEST; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.40 FEET; THENCE NORTH 37 DEGREES 04 MINUTES 58 SECONDS WEST, A DISTANCE OF 36.39 FEET TO A POINT OF CURVE, SAID LINE BEING NON-TANGENT TO PREVIOIUS CURVE AND SAID CURVE, CONCAVE NORTHEASTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1522.64 FEET, A CENTRAL ANGLE OF 00 DEGREES 17 MINUTES 26 SECONDS, A CHORD DISTANCE OF 7.72 FEET, A CHORD BEARING NORTH 37 DEGREES 16 MINUTES 38 SECONDS WEST; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 7.72 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.623 ACRES MORE OR LESS.

[illegible]



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 13, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Access Agreement & Construction License For Pool & Other Miscellaneous Construction:
David Cannon, 2847 S. Atlantic Avenue

SYNOPSIS:

David Cannon, owner of the property located at 2847 S. Atlantic Avenue, requested authorization by the City to utilize the adjacent St. Kitts public beach park (i.e. "License Area") for construction access during the construction of his pool and other miscellaneous improvements. Attached is the license agreement drafted by the City Attorney. Among other things, the owner has agreed to the following:

1. Remove existing damaged sidewalk in the License Area.
2. Remove palmetto scrub located at the northeastern portion of the License Area.
3. Upon completion of the St. Kitts Park revetment/armoring system, construct in the License Area a new six (6) foot wide sidewalk (4-inch thickness) in the License Area from S. Atlantic Avenue east to the beach access stairs.
4. Fence southern property line of the 2847 S. Atlantic Avenue property immediately after the work is completed.
5. Remove the destroyed city stairs located in the License Area.
6. Any work performed shall be performed in a good and workmanlike manner.

FISCAL IMPACT STATEMENT:

The agreed upon work of Mr. David Cannon, for the use of the St. Kitt's park to build his pool, will save the city the cost, time and labor associated with the agreed upon work with regard to the upland area of the St. Kitt's beach access. The cost savings is unknown at this time.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

Approval of the Access Agreement and Construction License for Pool and Other Miscellaneous Construction to allow David Cannon to utilize the Daytona Beach Shores Public Beach Park "St. Kitts Park," located at 2853 S. Atlantic Avenue, for construction access during the construction of a pool and other miscellaneous improvements.

- ATTACHMENT:**
1. Access Agreement & Construction License-David Cannon-2847 S. Atlantic Ave-Signed by Cannon with Replacement Page 2
 2. EXHIBIT A-Legal Description-2847 S. Atlantic Ave-POOL AREA
 3. EXHIBIT B-Legal Description of License Area 2853 S. Atlantic Ave-St. kitts PARK

This instrument prepared by/return to:
Gretchen R.H. Vose, Esq.
Vose law Firm, LLP
324 W. Morse Blvd.
Winter Park, FL 32789

Property Appraiser's
Parcel Identification No. 532705001610

**AGREEMENT GRANTING TEMPORARY INGRESS, EGRESS
AND CONSTRUCTION LICENSE FOR POOL AND OTHER MISCELLANEOUS
IMPROVEMENTS CONSTRUCTION**

This Agreement Granting Temporary Ingress, Egress and Construction License for Pool And Other Miscellaneous Construction, is entered into this ____ day of _____, A.D. 2024, by and between the City of Daytona Beach Shores, a Florida municipal corporation, with an address of 2990 S. Atlantic Avenue, Daytona Beach Shores, Florida 32118 ("City"), and David Cannon, owner of the property located at 2847 S. Atlantic Avenue, Daytona Beach Shores, FL, 32118, whose address is 1601 Chandelle Lane, Winter Garden, FL 34787, ("Grantee").

(Wherever used herein, the terms "City" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Whereas, Grantee intends to perform pool and other miscellaneous construction on the seaside of the property located at 2847 S. Atlantic Avenue in the location described in the attached Exhibit "A" ("Pool Construction Area Location"); and

Whereas, in order to construct the Pool and Other Miscellaneous improvements in the Seawall in the Pool Construction Area Location, the Grantee needs to have access to and across an area ("License Area"), as illustrated in the attached Exhibit "B", which is owned by the City, and which will be closed for beach access during the construction of the Pool and Other Miscellaneous improvements; and

Whereas, Grantee agrees to construct the Pool and Other Miscellaneous Improvements at Grantee's sole cost and expense, and; and

Whereas, in order to ensure that no liens will attach to the City's property as a result of the construction by Grantee of the Pool and Other Miscellaneous Improvements, Grantee shall provide to the City a copy of the estimate of construction costs for the Pool and Other Miscellaneous Improvements; and

Whereas, at the termination of this License, Grantee agrees to cause the restoration of the License Area to a condition suitable for use as a public park; and

Whereas, Grantee, for good and valuable consideration, the sufficiency of which the parties agree is adequate, indemnifies and holds the City harmless against any and all claims, losses, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the City, or its agents, officers, or employees, arising directly or indirectly or relating in any way to this License or the use of the License Property or the construction of the Seawall, including but not limited to those claims, losses, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. The Grantee shall also provide liability insurance to the City, with a company subject to the approval of the City, with the City listed as an additionally named insured to cover all indemnification obligations of Grantee in an amount not to be less than \$1,000,000.

Now, therefore, the City and Grantee agree, for and in consideration of the sum of \$10.00, in hand paid each to the other, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, to the following:

1. The "Whereas" clauses set forth above are affirmed and ratified and are an integral part of this Agreement as if fully set forth in this portion of this Agreement.

2. The City grants to the Grantee a non-exclusive, temporary License ("License") for construction of a Pool and Other Miscellaneous Improvements in the location as shown on Exhibit "A" hereto, that will be constructed in accordance with plans pre-approved by the City and the Florida Department of Environmental Protection Permit Number VO-1476 ATF. Such License to be located over, under, across and through that certain real property as more particularly described in Exhibit "B" attached hereto ("License Area"), together with rights of ingress and egress thereto as may be required for purposes of exercising the License rights granted hereby.

3. This License shall not become effective unless and until the Grantee has provided the City the proof of adequate funds and the liability insurance as provided above.

4. Grantee shall construct the Pool and Other Miscellaneous Improvements at Grantee's sole cost and expense. During any and all construction activities in the License Area, Grantee shall be responsible for the securing and maintaining of the License Area in a safe and secure manner so as to prevent public access during construction. During the term of this temporary License, Grantee shall use and maintain the License Area in a neat and clean manner so as not to become an eyesore.

5. Prior to the end of this temporary License, the Grantee shall, at Grantee's sole cost and expense, perform the following:

- a. Remove existing damaged sidewalk in the License Area.
- b. Remove palmetto scrub located at the northeastern portion of the License Area.
- c. Upon the completion of the St. Kitts Park revetment/armoring system, construct in the License Area a new six (6) foot wide sidewalk (4-inch thickness) in the License Area from S. Atlantic Avenue east to the beach access stairs. This is to the old access line and not beyond.
- d. Construct a six-foot high block wall along southern property line of the 2847 S. Atlantic Avenue property immediately after the work is completed.

- e. Remove the destroyed city stairs located in the Licensed Area.
- f. Any work performed by Grantee shall be performed in a good and workmanlike manner.

If Grantee does not fulfill its duties under this Agreement, the City may, but shall not be obligated to, fulfill such duties and charge the expenses incurred, plus an administrative fee of 10% to the Grantee. The Grantee agrees to pay such expenses and administrative fee, and if necessary, cause a special assessment to be made on its residents and owners as appropriate to pay such expenses and administrative fees. If such expenses and administrative fees are not paid within twenty (20) days after invoicing for same by the City, such expenses and administrative fees shall incur interest at the highest rate permitted under Florida law until paid in full. If litigation occurs regarding such collection, or regarding any other matter relating to this Agreement, the prevailing party shall pay the other side's attorneys' fees, expenses and costs.

6. The License shall terminate automatically on the later of ten (10) days following completion of the construction of the Pool and Other Miscellaneous Improvements, or December 31, 2025. This License may be extended at the sole discretion of the City by vote of the City Commission.

7. The signers of this Agreement represent that they have been fully authorized to execute this Agreement by and on behalf of the entity they represent, and that all requirements precedent to the execution of this Agreement have been properly followed. The attorneys signing below on behalf of their respective clients acknowledge that they have fully investigated the authority of the signers of this Agreement, and that by their signatures, such attorneys are representing that their respective clients are fully bound by the provisions of this Agreement.

In Witness Whereof, the said party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

WITNESSES:

**CITY OF DAYTONA BEACH
SHORES, FLORIDA**

Print Name: _____

Address: _____

Print Name: _____

Address: _____

Attorney on behalf of City of Daytona
Beach Shores

Vose Law Firm, LLP

By: Nancy Miller, Mayor

ATTEST:

Cheri Schwab, City Clerk

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 7 date of February 2024, by Nancy Miller, Mayor and Cheri Schwab, City Clerk, on behalf of the City of Daytona Beach Shores, Florida, who are personally known to me or who have produced _____ as identification.

[Notary seal]

Print Name _____
Notary Public, State of Florida
My Commission Expires: _____

Signed, sealed and delivered in presence of:

WITNESSES:

OWNER OF PROPERTY
LOCATED AT 2847 S. ATLANTIC
AVE.

Print Name: Andrew O'Hara
Address: 15079 MIDSTREAM LANDING
WINTER GARDENS, FL 34787

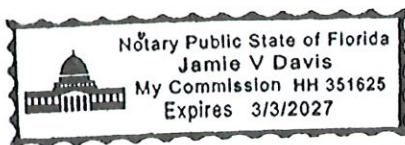
Print Name: ELENA WHEELER
Address: 13040 SANDY PINE LANE
CLERMONT FL. 34711

David Cannon

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 date of February 2024, by David Cannon, who is personally known to me or who has produced _____ as identification.

[Notary seal]



Print Name Jamie V. Davis
Notary Public, State of Florida FL.
My Commission Expires: 3-3-2027.

EXHIBIT A
2847 S. Atlantic Avenue: POOL CONSTRUCTION AREA LOCATION

THE EASTERLY 100 FEET OF THE FOLLOWING:

LOTS 161 & 162 RIVER RIDGE MB 9 PG 204 ESTS PER OR 2000 PG 0387 PER D/C 5400 PG 4077 PER OR
6425 PG 1212 PER OR 6716 PGS 3391-3392 PER OR 7617 PG 4311

EXHIBIT B

2853 S. Atlantic Avenue License Area

LEGAL DESCRIPTION

THE NORTHERLY 40 FEET OF LOT 163, PLAT TWO RIVER RIDGE ESTATES, AS RECORDED IN MAP BOOK 9, PAGE 204 PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF OLD ATLANTIC AVE. AN 80 FOOT RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTIERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 163 WITH THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, AS NOW OCCUPIED AND SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. A-1-A, SECTION 7953-(150)250 DATED OCTOBER 30, 1980, RUN N65°46'44"E, ALONG SAID WESTERLY EXTENSION AND ALONG THE NORTHERLY LINE OF SAID LOT 163 A DISTANCE OF 475.92 FEET TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE, DEPARTING SAID NORTHERLY LINE AND SOUTHERLY ALONG THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN, S26°13'35"E A DISTANCE OF 50.38 FEET TO THE INTERSECTION OF SAID MEAN HIGH WATER LINE ON THE SOUTHERLY LINE OF THE NORTHERLY 40 FEET OF SAID LOT 163; THENCE, DEPARTING SAID MEAN HIGH WATER LINE AND ALONG THE SOUTH LINE OF THE NORTHERLY 40 FEET OF SAID LOT 163 AND ALONG A WESTERLY EXTENSION OF SAID SOUTH LINE, S65°46'44"W A DISTANCE OF 471.01 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF SAID SOUTH ATLANTIC AVENUE AND A POINT ON A NON TANGENT CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 1,349.46 FEET, A CENTRAL ANGLE OF 01°42'56" AND A CHORD BEARING OF N32°21'26"W; THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID ATLANTIC AVENUE, A DISTANCE OF 40.01 FEET TO THE POINT OF BEGINNING.



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 13, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Stewart Cruz, Community Services Director
PREPARED BY: Stewart Cruz, Community Services Director
SUBJECT: Ordinance 2024-05: Voluntary Annexation, 3215 La Paloma Avenue

SYNOPSIS:

Maggie and Kevin Kiernan, property owners of the unincorporated Volusia County single-family residential property located at 3215 La Paloma Avenue (Exhibit 1), have petitioned the City of Daytona Beach Shores for voluntary annexation into the City's corporate limits (Exhibit 2) pursuant to Section 171.044, Florida Statutes. The owners purchased the property in 2023. If adopted, Ordinance 2024-05 will annex the subject property and adjacent right-of-way (to centerline) into the City limits of Daytona Beach Shores.

FISCAL IMPACT STATEMENT:

There is no current fiscal impact but for fiscal year 2025-26 this property would be on the City of Daytona Beach tax roll paying annual ad valorem taxes.

BACKGROUND:

The subject property is approximately 0.14 of an acre with dimensions of 50' x 2125'. The property contains a single-story single-family residential structure with a total building area of 1,564 sq/ft (Exhibit 3). Pursuant to Section 171.062, Florida Statutes, the owners have also submitted applications to amend the future land use and zoning classifications of the property in question to those of the City. The future land use amendment and rezoning ordinances will be adopted subsequent to the formal annexation of the subject property.

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

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2024-05 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

"I move to approve Ordinance 2024-05 as presented."

- ATTACHMENT:**
1. Ord 2024-05-Voluntary Annexation-3215 La Paloma
 2. Ord 2024-05-Staff Report Exhibits

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 3215 LA PALOMA AVENUE (SHORT PARCEL IDENTIFICATION NUMBER 5335-01-05-0240) TOGETHER WITH ASSOCIATED RIGHT-OF-WAYS IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.

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

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

WHEREAS, the subject property is currently addressed 3215 La Paloma Avenue; and

WHEREAS, the subject property currently has a Short Tax Parcel Identification Number 5335-01-05-0240; and

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

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

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

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

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

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

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

; and

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

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

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

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

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

SECTION TWO: ANNEXATION INTO THE CITY. The real property depicted and described by metes and bounds in Exhibit “A” appended hereto, which Exhibit is

made part hereof and which property is owned by the petitioning property owners, and further described as set forth below, together with the associated rights-of-way as described below, is hereby annexed into the City Limits of the City of Daytona Beach Shores, said property being described as follows:

DESCRIPTION

LOT 24 AND LOT 25, BLOCK E, TOGETHER WITH THE EASTERLY 1/2 OF LA PALOMA AVENUE, A 60 FOOT RIGHT OF WAY, LYING BETWEEN THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 24 AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 25, ALL IN PLAT OF RIO MAR BEACHES, RECORDED IN MAP BOOK 6, PAGE 95 AND RE-RECORDED IN MAP BOOK 22, PAGE 154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 24; THENCE N60°52'43"E ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE S28°28'17"E ALONG THE EAST LINE OF LOTS 24 AND 25, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 25; THENCE S60°52'43"W ALONG SAID THE SOUTH LINE OF SAID LOT 25 AND THE WESTERLY EXTENSION THEREOF, 155.00 FEET TO THE CENTERLINE OF SAID LA PALOMA AVENUE; THENCE N28°28'17"W ALONG SAID CENTERLINE, 50.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 24; THENCE ALONG SAID WESTERLY EXTENSION N60°52'43"E, 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.179 ACRES, MORE OR LESS.

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

SECTION FOUR: ADMINISTRATIVE IMPLEMENTING ACTIONS.

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

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

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

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

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

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

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

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

Approved as to form and legality:

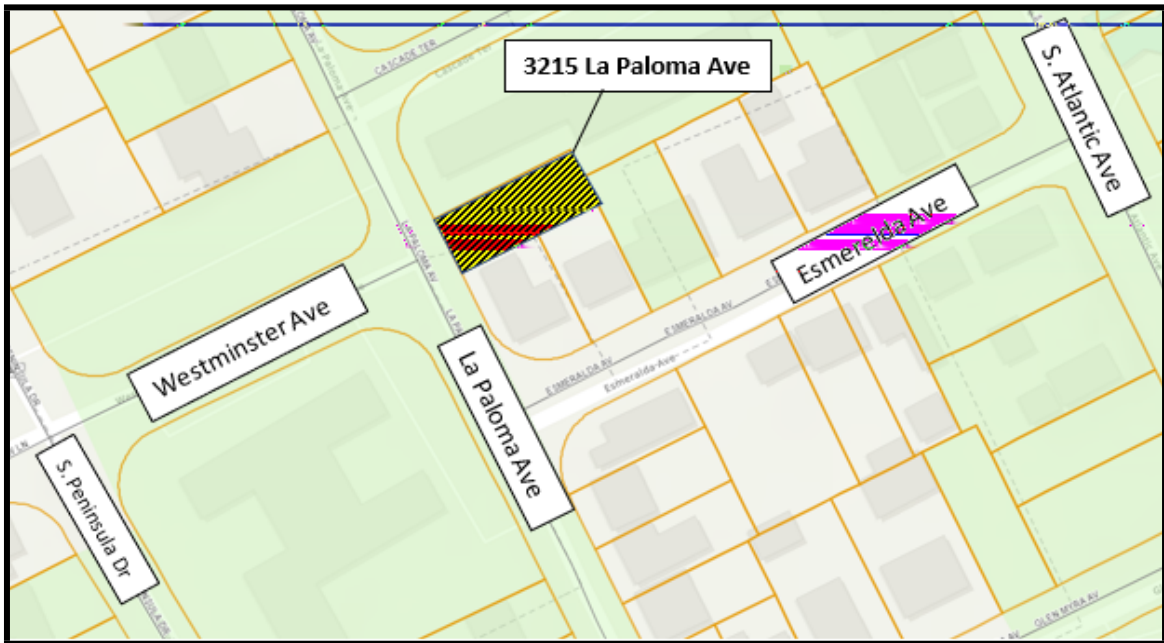
GRETCHEN R. H. VOSE, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2024.

Adopted on second reading this _____ day of _____, 2024.

EXHIBIT A

(1) Location Map of Annexing Property (3215 La Paloma Ave.)



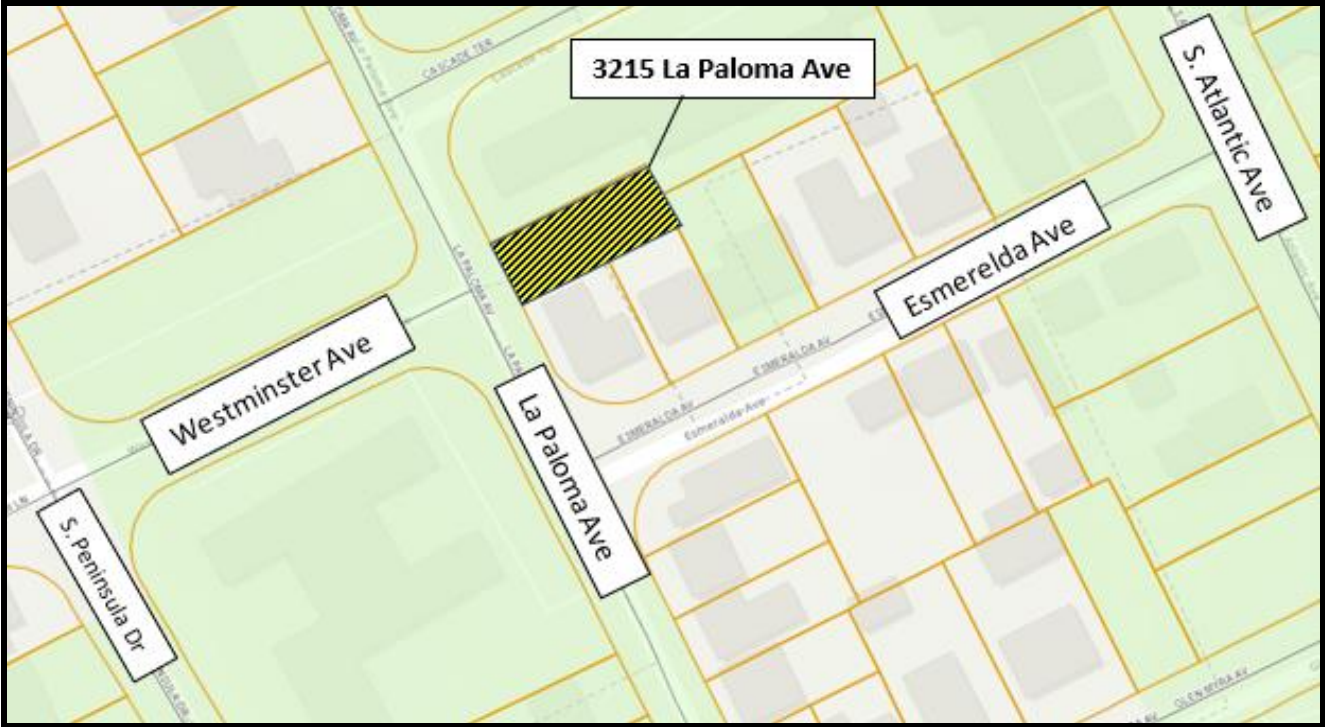
(2) Metes and Bounds Description/Sketch (Attached)

DESCRIPTION

LOT 24 AND LOT 25, BLOCK E, TOGETHER WITH THE EASTERLY 1/2 OF LA PALOMA AVENUE, A 60 FOOT RIGHT OF WAY, LYING BETWEEN THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 24 AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 25, ALL IN PLAT OF RIO MAR BEACHES, RECORDED IN MAP BOOK 6, PAGE 95 AND RE-RECORDED IN MAP BOOK 22, PAGE 154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 24; THENCE N60°52'43"E ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE S28°28'17"E ALONG THE EAST LINE OF LOTS 24 AND 25, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 25; THENCE S60°52'43"W ALONG SAID THE SOUTH LINE OF SAID LOT 25 AND THE WESTERLY EXTENSION THEREOF, 155.00 FEET TO THE CENTERLINE OF SAID LA PALOMA AVENUE; THENCE N28°28'17"W ALONG SAID CENTERLINE, 50.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 24; THENCE ALONG SAID WESTERLY EXTENSION N60°52'43"E, 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.179 ACRES, MORE OR LESS.

EXHIBIT 1: Location Map of Annexing Property (3215 La Paloma)



Source: Volusia County Property Appraiser Website, 2024

EXHIBIT 2
A: Annexation Application 1/2



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

843 152

12023 042
REQUEST FOR ANNEXATION

NOV 21 2023

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

11/21/23
(Date)

I (We) the undersigned am the sole property owner(s) of 3215 La Paloma Ave Volusia
County, Florida.
(Street Address)

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

Signed,

M. Kiernan
Signature

Maggie Kiernan (303) 518-4655
Name (Printed or typed) Telephone

Signature

Name (Printed or typed)

Telephone

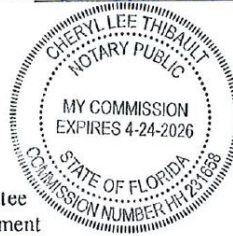
Signature

Name (Printed or typed)

Telephone

SWORN to and subscribed before me this 21 day of Nov., 2023 by
Maggie Kiernan, who is personally known to me or produced
Identification X. Type of Identification provided CD Driver License.

Cheryl Lee Thibault
Notary Public - State of Florida
My Commission Expires:



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

EXHIBIT 2
A: Annexation Application 2/2



City of Daytona Beach Shores

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

843152

RECEIVED

NOV 21 2023

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

REQUEST FOR ANNEXATION

11-21-23
(Date)

I (We) the undersigned am the sole property owner(s) of 3215 La Paloma Ave Volusia
County, Florida.
(Street Address)

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

Signed,

[Signature]
Signature

Kevin Kiernan
Name (Printed or typed)

720-495-3327
Telephone

Signature

Name (Printed or typed)

Telephone

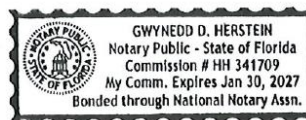
Signature

Name (Printed or typed)

Telephone

SWORN to and subscribed before me this 21 day of November, 2023 by
Kevin Warren Kiernan, who is personally known to me or produced
Identification ☒. Type of Identification provided Colorado Driver License.

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



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

EXHIBIT 2

B: Property Appraiser Website Owner Information

Facebook Twitter LinkedIn YouTube
Print Map Search Language

Stay on top of sales! Recent sales data now available for viewing on our website.

Home / Parcel Summary for 3462661

Summary
Tax Estimate
Permits
Map
Pictometry
Print

Alternate Key: 3462661

Parcel ID: 533501050240

Township-Range-Section: 15 - 33 - 35

Subdivision-Block-Lot: 01 - 05 - 0240

Physical Address: 3215 LA PALOMA AVE, DAYTONA BEACH 32118

Owner(s): KIERNAN KEVIN M - TE - Tenancy in the Entirety - 100%
KIERNAN MAGGIE L - TE - Tenancy in the Entirety - 100%

Mailing Address On File: 5788 S QUINTERO CIR
CENTENNIAL CO 80015
[Update Mailing Address](#)

Building Count: 1

Neighborhood: 3107 - ORITA SUB
[Neighborhood Sales](#)

Subdivision Name: 0100 - SINGLE FAMILY

Property Use: 200-UNINCORPORATED - NORTHEAST

Tax District: 17.8598

2023 Final Millage Rate: No - [Apply for Homestead Online](#)

Homestead Property: No - [Additional Information](#)

Agriculture Classification: LOTS 24 & 25 BLK E RIO MAR BEACHES MB 6 PG 95

Short Description: PER 3065 PG 03
88 PER OR 5444 PGS 3608-3610 INC PER OR 8317 PG 2358

01/10/2023 1 of 01 Select Data

© 2023 Esri/View

Values & Exemptions

Land & Buildings

Sales

Property Tax Bill

Legal

Property Values

Tax Year:	2024 Working	2023 Final	2022 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$196,467	\$199,018	\$215,605
Land Value:	\$109,000	\$109,000	\$78,750
Just/Market Value:	\$305,467	\$308,018	\$294,355

[Back to Top](#)

Working Tax Roll Values by Taxing Authority

EXHIBIT 3

A: Aerial View of Annexing Property (3215 La Paloma Ave.)



Source: Volusia County Property Appraiser Website, 2024

B: Street View of Annexing Property (3215 La Paloma Ave.)



Source: GoogleMaps, 2014

EXHIBT 4
PRE-ANNEXATION FORM

Name of Property Owner: Maggie and Kevin Kiernan

Property Address/Tax Parcel ID: 3215 La Paloma Ave. / 5335-01-05-0240

Lot Size: 50' x 125' = 6,250sf (0.14 acres)

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

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

Property Appraiser Just/Market Value: \$308,018 (2023 Final)

Homesteaded Property: Yes _____ No X

Special Flood Hazard Area? Yes _____ No X

Improved Lot X Unimproved Lot (Vacant) _____

Existing Use: Single Family Residential

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

Current County Code Enforcement Violations: Yes _____ No X

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

Existing County Land Use: Urban Low Intensity

Condition of Property: Poor _____ Good X Excellent _____

Water: Port Orange X Daytona Beach _____

Sanitary: Sewer _____ Septic Tank X

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

Metes and Bounds Survey conducted? Yes X No _____

Prepared by: Stewart Cruz, CSD Director Date: February 5, 2023

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

Section	Annexation Criteria	Criteria Met	Comments
171.044(1)	Property must be contiguous to the City.	Yes	Per Sec. 171.031(11), subject property is contiguous to the City to the East, west and north.
171.044(1)	Property must be reasonably compact.	Yes	Per Sec. 171.031(12), subject property is reasonably compact and will not create new enclaves, pockets or finger areas in serpentine patterns. In addition, the annexation will aid in reducing the larger county enclave in the vicinity.
171.044(2)	Petition bears the signatures of all owners of property.	Yes	See Exhibit 2 .
171.044(2)	Meet publication requirements.	Yes	Evidence filed with the Office of the City Clerk.
171.044(3)	Ordinance shall be filed per statute.	Pending	Ordinance filing will occur per statutory deadline subsequent to the Ordinance's adoption.
171.044(3)	Ordinance shall include a map and legal description by metes and bounds.	Yes	See Ordinance 2024-05.
171.044(4)	Annexation method shall be supplemental to any other procedure provided by general law.	N/A	
171.044(5)	Annexation shall not create enclaves.	Yes	Per Sec. 171.031(13), subject property does not create an enclave. In fact the annexation will reduce the larger County enclave that currently exists in this area.
171.044(6)	Provision of notice to County Commissioners per statute.	Yes	Notice provided via certified mail per statutory requirement.



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 13, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Stewart Cruz, Community Services Director
PREPARED BY: Stewart Cruz, Community Services Director
SUBJECT: Direction on Utility Equipment Box Artwork Program (FPL Boxes-Phase 1)

SYNOPSIS:

Staff has received quotes for wrapping Florida Power and Light (FPL) pad mounted transformer boxes within city limits. Only two of the four quotes received came from companies with utility box wrapping experience. The quotes from the two aforementioned companies for wrapping the 35 identified **extra-large FPL boxes** with UV and anti-graffiti specs were \$1,019.78 and \$3,100 per box. The approved Daytona Beach Shores FY2023-2024 Budget allocated \$20,000 for this project. This equates to 20 or 6 boxes, respectively, that could be wrapped this fiscal year depending on the contractor selected. Staff is in the process of verifying references and bringing this item before the City Commission to determine the following:

1. Phase 1 Duration & Funding Allocation: *Does the City Commission desire to complete the project (Phase I) this fiscal year?* If so, a larger financial allocation, via a budget amendment, should be made to complete the project. **[Background:** The original strategy was to budget annually until the project is completed over several years. Prices are expected to increase in the future. Completing this phase of the overall citywide art wrap project may be more beneficial over the long run.]
2. Wrapping Transformer Box Rooftops: *Should the wrapping include the rooftop of the FPL transformer boxes?* **[Background:** FPL transformer boxes generate heat that rises and concentrates on the rooftop. In addition, the direct heat from the sun on the rooftop creates a wide variation in laminate longevity compared to the longevity of the laminate on the side walls, ie 2-3 years compared to 6-8 years, respectively.]
3. Phase 1 Implementation Starting Point: *Where should Phase 1 begin?* **[Background:** The implementation strategy for this component of the program can be initiated from the following starting points: (1) North end to south end of the city; (2) South end to north end of the city; (3) Oceans West Boulevard [city midpoint] to north and south ends of the city, simultaneously; (3) Oceans West Boulevard [city midpoint] to north end of city; or (4) City Commission option....???
4. Design Selection: *Affirm selected images to be used from FPL preselected options.* **[Background:** FPL requires the usage of their preselected art options. Previously staff

recommended the three (3) green design options (attached) to match the existing FPL pad mounted transformer color and to blend in with the natural and built environment.]

FISCAL IMPACT STATEMENT:

BACKGROUND:

See Exhibit A attached.

LEGAL REVIEW:

RECOMMENDATION:

1. Phase 1 Duration & Funding Allocation: Due to the probability that prices are expected to increase in the future, *staff recommends a budget amendment of \$30,000, which would bring the entire Phase 1 allocation to \$50,000 and enable the City to accomplish over double the work done, thereby reducing the implementation time-frame for the entire program.*
2. Wrapping Transformer Box Rooftops: Due to the difference in longevity of the laminate on the rooftop compared to the side walls, ie 2-3 years compared to 6-8 years, respectively, *staff recommends not wrapping the transformer box rooftops.*
3. Phase 1 Implementation Starting Point: Twenty-two of the 35 extra large FPL transformer boxes are located north of Oceans West Boulevard. Therefore, *staff recommends starting at Oceans West Boulevard then heading north to the city limits. Thereafter, the project can move on from Oceans West Boulevard and head south to the southern city limits. [Note: If Recommendation #1 above is approved, Phase 1 in the north end of the city can be completed one (1) to 2+ years, providing similar budgeting continues in future years.]*
4. Design Selection: *Staff recommends utilizing the three (3) greenery design options provided by FPL.*

SUGGESTED MOTION:

As determined by the City Commission.

- ATTACHMENT:**
1. Exhibit A-Utility Box Art Wrap Program-CC Minutes 7-25-23 & 9-12-23
 2. Exhibit B-FPL Greenery Options
 3. Phase 1 Box Location

MINUTES
CITY COMMISSION MEETING
July 25, 2023

3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

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. Employee Service Awards
Officer Ryan Mowen - 5 years
Maint. Worker IV Ryan Lamberson - 10 years
LT. Norman Medders - 15 years

Chief Michael Fowler presented both Lt. Norman Medders and PSO Ryan Mowen with their service awards. Community Services Director Stewart Cruz presented Ryan Lamberson with his 10-year service award.

- B. First Step Shelter Presentation by Victoria Fahlberg and Rose Ann Tornatore

First Step Director, Victoria Fahlberg, spoke to the commission. She provided a few statistics from the previous year regarding the number of people who utilized the shelter. She also explained a new program with the Volusia County Sheriff's office. There is a help line set-up that when called, will dispatch a deputy to assist a homeless person.

6. APPROVAL OF MINUTES

A. City Commission Minutes July 11, 2023

COMMISSIONER MEL LINDAUER moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of July 11, 2023.

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:

A. Public Safety Monthly Report - June 2023

B. Community Services Department Monthly Report - June 2023

C. Daytona Beach Shores - Palmetto Electric, Inc. Agreement To Piggyback Electrical Services Contracted By Volusia County

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MEL LINDAUER to Approve the consent agenda.

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

8. OLD BUSINESS:

A. Second Reading: Ordinance 2023-06 Gas Franchise Agreement

City Attorney Becky Vose read the ordinance by title only. There were no additional comments or concerns.

COMMISSIONER RICHARD BRYAN moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Ordinance 2023-06 on second 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

9. NEW BUSINESS:

A. Resolution 2023-08 Fiscal Year 2023-2024 Proposed Millage Rate

Attorney Vose read the resolution by title only. The proposed millage rate will be 4.5880 mills which will keep the rolled back rate.

COMMISSIONER RICHARD BRYAN moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Resolution 2023-08 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

B. Resolution 2023-09 adopting Administrative Code

Attorney Vose read the resolution by title only. It was explained that this is a requirement by the City's Charter and there was no record of any previous document being adopted. The Mayor asked why the previous law firm of over twenty years had not addressed it.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Resolution 2023-09 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

C. Establishing A Utility Equipment Box Artwork Program

Community Services Director Stewart Cruz explained that the city has pride in its streetscape. Part of the underground utility project included transformer boxes along the street. There are two from AT&T, five from FDOT and 70 FPL boxes. There are two existing aesthetic programs with FPL and FDOT that allow local governments to wrap the boxes. Pictures were shown of both wrapped boxes in other cities and current boxes in the city. Director Cruz requested direction from the commission on how they would like to proceed. Comm. Conomos would like to see local schoolchildren have a contest to display their artwork. It was mentioned that outside artwork can only be displayed on the FDOT boxes as FPL has set wrap designs to choose from. It was noted that the estimated cost per box is \$2,500. There is \$20,000 included in the next year's budget.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MEL LINDAUER to establish a utility equipment box artwork program.

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

D. Social Media Policy

This item was pulled from the agenda.

10. CITY ATTORNEY COMMENTS

There were no City Attorney comments.

11. CITY MANAGER COMMENTS

There were no City Manager comments.

12. COUNCIL COMMENTS:

Mayor Miller began her comments by stating that she loved the city and the many residents who are always willing to lend a helping hand. However, there are a small handful of residents who don't want to help out and are asking staff to perform meaningless record searches. She explained how much she appreciated the staff and their hard work in the past few months. The remaining commissioners echoed the Mayor's comments. Comm. Bryan reminded the coastal property owners to establish temporary armoring in case another storm hits this year.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

If the Social Media Policy is ready, it will be on the next agenda.

15. ADJOURNMENT:

The meeting ended at 6:53 p.m.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB

MINUTES
CITY COMMISSION MEETING
September 12, 2023

3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

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

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Paul Waters, Community Services Director Stewart Cruz, Finance Director Lory Irwin, and Public Safety Director Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. NEW BUSINESS (TRIM PROCESS ONLY):

A. Resolution 2023-11 A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR VOLUSIA COUNTY FOR FISCAL YEAR 2023-24; PROVIDING AN EFFECTIVE DATE.

City Attorney Paul Waters read the resolution in its entirety with the adoption date amended to be September 26, 2023.

COMMISSIONER RICHARD BRYAN moved, seconded by COMMISSIONER MEL LINDAUER to Adopt Resolution 2023-11R as amended on first reading.

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

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

B. RESOLUTION 2023-12 TENTATIVE BUDGET ADOPTION FY 2023-2024

City Attorney Paul Waters read the resolution in its entirety with the adoption date amended to be September 26, 2023.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MEL LINDAUER to Adopt RESOLUTION 2023-12R as amended on first reading.

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

Yes: Commissioner Richard Bryan, Vice Mayor Michael Politis, Commissioner Mel Lindauer,

Commissioner Chris Conomos, Mayor Nancy Miller

6. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

7. APPROVAL OF MINUTES

A. City Commission Minutes August 22, 2023

COMMISSIONER MEL LINDAUER moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of August 22, 2023.

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

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

B. City Commission Minutes August 29, 2023

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MEL LINDAUER to Approve the City Commission Minutes of August 29, 2023.

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

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

8. CONSENT AGENDA:

A. Approval of Port Orange/South Daytona Chamber of Commerce Agreement

B. Architectural Services RFQ Selection & Authorization of City Manager to Execute Standard Continuing Services Contract

C. Structural Engineering Services RFQ Selection & Authorization of City Manager to Execute Standard Continuing Services Contract

D. Updated SWAT Mutual Aid Agreement

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the consent agenda items A through D.

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

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

E. **Approval of Phase 1 of the Daytona Beach Shores Utility Equipment Box Artwork Program/FPL Customer Wrap Application For Extra Large Transformer Boxes)**

Mayor Miller requested this item be pulled for discussion. Community Services Director Stewart Cruz explained that this was the first of three phases to wrap control panels/boxes along S. Atlantic Avenue. In this phase, the large FPL boxes would be wrapped using patterns supplied and approved by FPL. Staff has proposed three options of various greenery wraps. Phase two would include wrapping FDOT traffic signal boxes. As suggested at an earlier meeting, the city would call for artists from local schools. Mayor Miller would like to include the residents in voting on the artwork. Comm. Lindauer would like to include local adult artists, not just school children. This phase will be finalized at a later time. The third and final phase will wrap all other boxes as the budget allows. Director Cruz stated that there was \$20,000 in the budget for the first phase and requested that the City Manager be given authorization to execute and submit the FPL Customer Wrap application.

COMMISSIONER RICHARD BRYAN moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve consent agenda item E as recommended.

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

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

9. OLD BUSINESS:

A. **Ordinance 2023-07: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 3038 South Peninsula Drive**

Attorney Waters read the ordinance by title only. City Planner Noel Eaton indicated that no information had changed since the first reading and staff recommended approval.

COMMISSIONER RICHARD BRYAN moved, seconded by COMMISSIONER MEL LINDAUER to Adopt Ordinance 2023-07 on second reading.

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

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

B. **Ordinance 2023-08: Comprehensive Plan Future Land Use Map amendment for recently annexed single-family residential property located at 3040 South Peninsula Drive**

Attorney Waters read the ordinance by title only. City Planner Noel Eaton indicated that no information had changed since the first reading and staff recommended approval.

COMMISSIONER MEL LINDAUER moved, seconded by COMMISSIONER CHRIS CONOMOS to Adopt Ordinance 2023-08 on second reading.

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

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

10. QUASI-JUDICIAL HEARING

- A. Ordinance 2023-09: Rezoning application for recently annexed property located at 3038 South Peninsula Drive

Attorney Waters read the ordinance by title only. The City Clerk swore in all witnesses for the hearings. There were no audience comments on the hearing and there was no ex-parte communication by the City Commission. City Planner Noel Eaton stated there were no changes since the first reading.

COMMISSIONER RICHARD BRYAN moved, seconded by COMMISSIONER MEL LINDAUER to Adopt Ordinance 2023-09 on second reading.

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

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

- B. Ordinance 2023-10: Rezoning application for recently annexed property located at 3040 South Peninsula Drive

Attorney Waters read the ordinance by title only. There were no audience comments on the hearing and there was no ex-parte communication by the City Commission other than a call to the Mayor regarding the traffic speed on S. Peninsula from the homeowner. City Planner Noel Eaton stated there were no changes since the first reading.

COMMISSIONER MEL LINDAUER moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Ordinance 2023-10 on second reading.

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

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

11. NEW BUSINESS:

- A. Emergency Ordinance 2023-11 Declaration of Emergency

Attorney Waters read the ordinance by title. City Manager Kurt Swartzlander explained that this item was an Emergency Ordinance that only required one reading. At the time the

agenda was being compiled, it was unsure of the track Hurricane Lee would take and it was potentially aiming at the state of FL. If adopted, this would allow the City Manager to declare a local state of emergency. When the purchasing ordinance was passed last year, the provision was deleted from the city code. Comm. Conomos questioned paragraph 7 relating to the suspension of the sale, dispensing or transportation of alcoholic beverages, explosives and combustibles. He felt it would be illegal to do so. The remaining commission had no issue with deleting this paragraph.

COMMISSIONER RICHARD BRYAN moved, seconded by COMMISSIONER MEL LINDAUER to Adopt Emergency Ordinance 2023-11 on first reading with the deletion of Section 2 item 7.

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

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

B. Ordinance 2023-12 Declaration of Emergency

Attorney Waters read the ordinance by title. The same paragraph will be deleted from this permanent ordinance.

COMMISSIONER MEL LINDAUER moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve Ordinance 2023-12 on first reading with the deletion of Section 2 paragraph 7.

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

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

C. Consideration of Lobbying Services RFQ responses

With direction from the City Commission, staff sent out an RFQ for lobbying services. There were 7 responses and the commissioners were tasked with individually ranking them. The City Manager provided a summary of the rankings that showed the top three firms were: Metz, Husband & Daughton, Pinpoint Results, and Pittman Law Group. After a brief discussion, the commission felt the top firm was Metz, Husband & Daughton. The city's lobbyist would be Doug Bell who grew up in Volusia County and was very familiar with the area. He is well respected and is established in Tallahassee.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER RICHARD BRYAN to select the firm of Metz, Husband & Daughton and authorize the Mayor to execute a contract for Lobbying Services.

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

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

12. CITY ATTORNEY COMMENTS

Attorney Waters stated that he provided annual training on Sunshine Law, Public Records and Quasi-Judicial Hearings for the Planning & Zoning Board.

13. CITY MANAGER COMMENTS

City Manager Kurt Swartzlander explained to the commission that the last Christmas parade was held in 2021. Due to Covid and the hurricanes, there have been a few years the parade couldn't be held. Last year, there was a great turnout at the tree lighting and he would like to expand that celebration this year. He also advised that he took a tour of the beach yesterday with Chief Fowler and the Mayor. Many seawalls are done or close to being completed but there are still some properties who have done nothing.

14. COUNCIL COMMENTS:

Comm. Bryan encouraged any property owner who won't have permanent armoring from beach erosion, to obtain temporary armoring as soon as possible. He would assist in providing information on obtaining trap bags. Mayor Miller stated there were only 5 remaining non-conforming signs and they had received a notice from the code enforcement office. She reminded the residents that Coffee with the Mayor would resume tomorrow with guest speakers Sheriff Mike Chitwood and Emergency Mgt. Director Jim Judge. Mayor Miller noted that she was appointed to serve on the Municipal Administration committee for the FL League of Cities and Comm. Bryan was appointed to the Land and Economic Development committee. Vice Mayor Politis provided an update from a recent TPO meeting he attended.

15. AUDIENCE REMARKS/PUBLIC COMMENTS:

Kristen Johanson from the PO-SD Chamber of Commerce thanked the commission for renewing the lease on the office space. She provided an update on events happening in the next few weeks that included the leadership academy that employee Gwyn Herstein is enrolled in, a mini job fair and a member appreciation party. The board has hired a new employee who will work directly from the Shores office space.

16. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items placed on the agenda.

17. ADJOURNMENT:

The meeting ended at 7:08 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB

Japanese Orange Plant



Banyan Tree Leaves



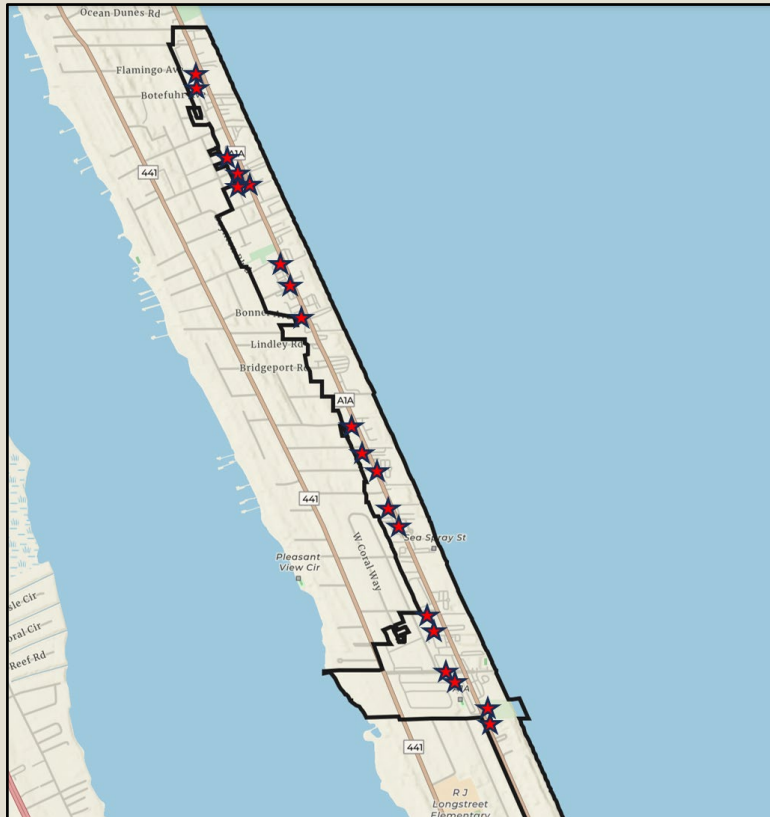
American Evergreen



Extra Large FPL Transformer Box Location

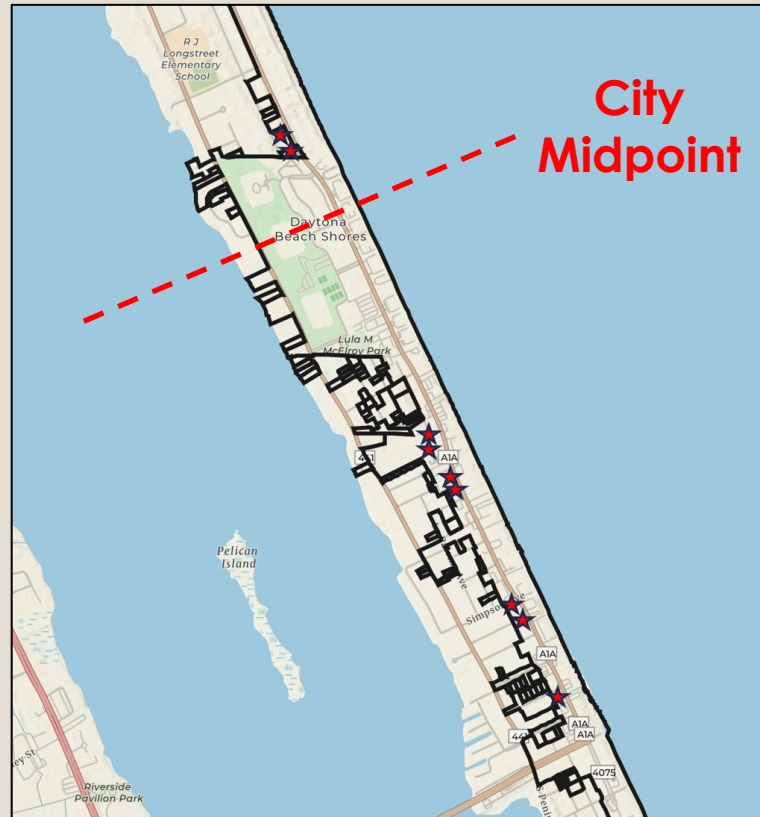


North



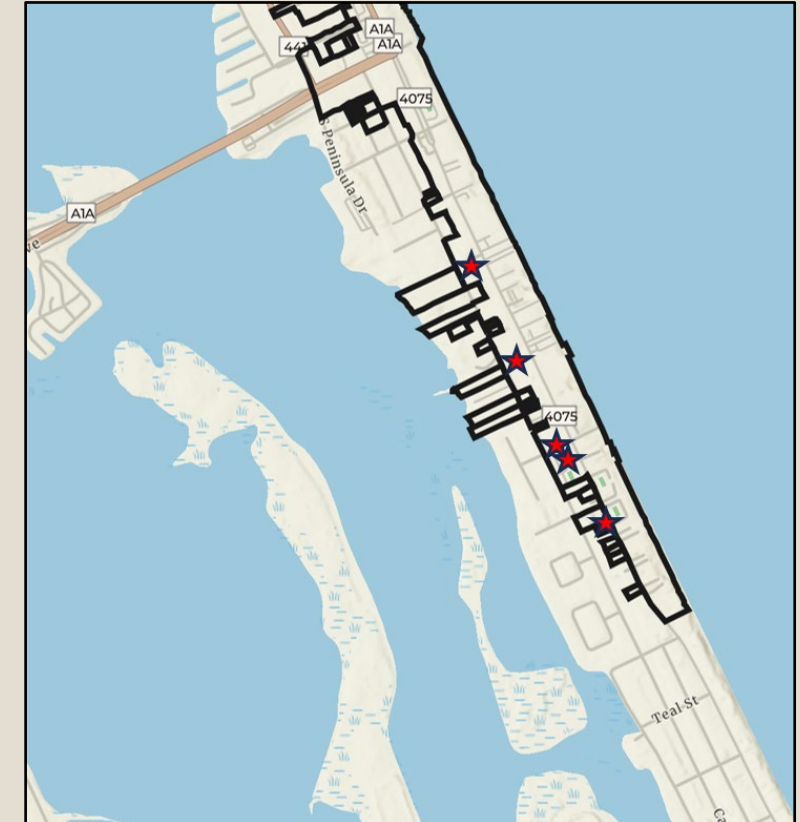
20 Boxes

Central



10 Boxes

South



5 Boxes